



**City Commission Meeting Agenda
2 Park Drive South, Great Falls, MT
Virtual Meeting by Zoom
September 21, 2021
7:00 PM**

Due to the COVID-19 health concerns, the format of the City Commission meeting will be held in a virtual video-conferencing environment. All City Commission members and City staff will attend the meeting via a remote location, using a virtual meeting method.

In order to honor the Right of Participation and the Right to Know (Article II, Sections 8 and 9 of the Montana Constitution), modifications have also been made for public participation.

To attend and participate in the virtual meeting utilizing Zoom, attendees must register in advance for the Commission Meeting at: https://us02web.zoom.us/webinar/register/WN_Idl2L1D7QOiP7AnlppHcHg

For all other Participation options, Please see **Public Participation Guide for City Commission Meetings**.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL / STAFF INTRODUCTIONS

AGENDA APPROVAL

CONFLICT DISCLOSURE / EX PARTE COMMUNICATIONS

PROCLAMATIONS

Vets4Vets Month

COMMUNITY HEALTH INITIATIVES

1. Update from City County Health Officer - Trisha Gardner.

PETITIONS AND COMMUNICATIONS

2. Miscellaneous reports and announcements.
(Public comment on any matter that is not on the agenda of the meeting and that is within the jurisdiction of the City Commission. Please keep your remarks to a maximum of 3 minutes. When at the podium, state your name and either your address or whether you are a city resident for the record.)

NEIGHBORHOOD COUNCILS

3. Miscellaneous reports and announcements from Neighborhood Councils.

BOARDS AND COMMISSIONS

4. Miscellaneous reports and announcements from Boards and Commissions.

CITY MANAGER

5. Miscellaneous reports and announcements from City Manager.

CONSENT AGENDA

The Consent Agenda is made up of routine day-to-day items that require Commission action. Items may be pulled from the Consent Agenda for separate discussion/vote by any Commissioner.

- [6.](#) Minutes, September 7, 2021, City Commission Meeting.
- [7.](#) Minutes, September 7, 2021, Special City Commission Meeting.
- [8.](#) Total Expenditures of \$1,659,107 for the period of August 17, 2021 through September 8, 2021, to include claims over \$25,000, in the amount of \$966,674.
- [9.](#) Contracts List.
- [10.](#) Grants List.
- [11.](#) Set a public hearing for October 5, 2021 on the lease of City Owned Property located at 600 1st Ave. S.W. with the Boys and Girls Club of Cascade County.

Action: Approve Consent Agenda as presented or remove items for separate discussion and/or vote by any Commission member.

PUBLIC HEARINGS

- [12.](#) Resolution 10425, Declaring Certain Property Located at 1915 6th Avenue North, Lot 11 Block 147, Great Falls 3rd a Nuisance, order the Nuisance be abated and authorize City Staff to force abatement if necessary. *Action: Adopt or deny Res. 10425. (Presented by Craig Raymond)*
- [13.](#) Resolution 10427, Establishing Planning and Community Development Engineering Fees. *Action: Conduct a public hearing and adopt or deny Res. 10427. (Presented by Craig Raymond)*
- [14.](#) Resolution 10431, Establishing Fees for the Engineering Division of the Public Works Department. *Action: Conduct a public hearing and adopt or deny Res. 10431. (Presented by Paul Skubinna)*

OLD BUSINESS

- [15.](#) September 7, 2021 Special Commission Meeting Follow-Up to City Manager's Employment Agreement, Section B. Salary. *Action: Amend or not amend Section B. Salary, of the Employment Agreement. (Presented by City Commission)*

NEW BUSINESS

- [16.](#) Extension of Anaconda Hills Golf Course and Eagle Falls Golf Club Management Agreement with CourseCo, Inc., d/b/a Great Falls Golf, LLC. *Action: Approve or deny the extension of the Agreement. (Presented by Steve Herring and Jeff Stange)*
- [17.](#) Parking Operations & Management Contract with SP+, Inc. *Action: Approve or not approve a 3 year contract for parking operations and management services with SP+, Inc. (Presented by Craig Raymond)*

ORDINANCES / RESOLUTIONS

- [18.](#) Resolution 10413, to Levy and Assess Properties within the Business Improvement District. *Action: Adopt or deny Res. 10413. (Presented by Melissa Kinzler)*

19. Resolution 10414, to Levy and Assess Properties within the Tourism Business Improvement District. *Action: Adopt or deny Res. 10414. (Presented by Melissa Kinzler)*
20. Resolution 10428, Approving a request from the Great Falls Business Improvement District to use Downtown Urban Renewal District Tax Increment Financing (TIF) funds for the cost of manufacturing and installation of Wayfinding signs within or directing traffic towards the Downtown Urban Renewal District. *Action: Set or not set a public hearing for October 19, 2021 on Res. 10428. (Presented by Craig Raymond)*
21. Resolution 10429, Approving a request from the Great Falls Business Improvement District to use West Bank Urban Renewal District Tax Increment Financing (TIF) funds for the cost of manufacturing and installation of Wayfinding signs within or directing traffic towards the West Bank Urban Renewal District. *Action: Set or not set a public hearing on October 19, 2021 for Res. 10429. (Presented by Craig Raymond)*
22. Resolution 10433, Relating to \$10,000,000 Special Park District Bonds, Series 2021 (Taxable); Authorizing the sale and prescribing the forms and terms thereof and the security therefor. *Action: Adopt or deny Res. 10433. (Presented by Melissa Kinzler)*

CITY COMMISSION

23. Miscellaneous reports and announcements from the City Commission.
24. Commission Initiatives.
25. Discussion on Future Commission Meeting Format.

ADJOURNMENT

Commission meetings are televised on cable channel 190 and streamed live at <https://greatfallsmt.net>. City Commission meetings are re-aired on cable channel 190 the following Wednesday morning at 10 am, and the following Tuesday evening at 7 pm.

JOURNAL OF COMMISSION PROCEEDINGS
Virtual Meeting by Zoom
September 7, 2021

Regular City Commission Meeting

Mayor Kelly presiding

CALL TO ORDER: 7:00 PM

PLEDGE OF ALLEGIANCE

ROLL CALL/STAFF INTRODUCTIONS: City Commission members participated electronically via Zoom Webinar: Bob Kelly, Tracy Houck, Mary Sheehy Moe, Owen Robinson and Rick Tryon. City staff participated electronically via Zoom Webinar: City Manager Greg Doyon and Deputy City Manager Chuck Anderson, Planning and Community Development Director Craig Raymond, Public Works Director Paul Skubinna, City Attorney Sara Sexe and Deputy City Attorney Jeff Hindoien, and, Police Chief Jeff Newton. City Clerk Lisa Kunz was present in the Commission Chambers.

Due to the COVID-19 health concerns, the format of the City Commission meeting was held in a virtual video-conferencing environment. In order to honor the Right of Participation and the Right to Know (Article II, Sections 8 and 9 of the Montana Constitution), modifications have also been made for public participation. To attend and participate in the virtual meeting utilizing Zoom, attendees must register in advance for the Commission Meeting at:

https://us02web.zoom.us/webinar/register/WN_9EJWOyOXSkOLReah2hkALg. For all other participation options, Please see **Public Participation Guide for City Commission Meetings**.

AGENDA APPROVAL: There were no proposed changes to the agenda by the City Manager or City Commission. The agenda was approved as presented.

CONFLICT DISCLOSURE/EX PARTE COMMUNICATIONS: None.

PROCLAMATIONS: Direct Support Professional Week (September 12-18, 2021), Good Neighbor Day (September 28, 2021) and Constitution Week (September 17-23, 2021).

PRESENTATION

1. **RESOLUTION 10432, A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, RENAMING THE HISTORIC TENTH STREET BRIDGE TO THE “ARLYNE REICHERT COMMUNITY HERITAGE BRIDGE”.**

Commissioner Moe reported that she was approached by a community member with the suggestion that led to this resolution. The agenda report and the resolution provide the reasons why it's appropriate.

Commissioner Moe reported that she became immersed in the process that she thinks is the real joy of public service - researching and interacting with materials and ideas and people in a way that teaches you a lot about things you never knew you cared about.

JOURNAL OF COMMISSION PROCEEDINGS
Virtual Meeting by Zoom
September 7, 2021

Arlyne knows that experience well. Nearly every day for the past 27 years she's worked on preserving this bridge.

During that process Arlyne learned a lot about the law, architecture, engineering, fundraising, running a nonprofit, and developing a tough hide. She, more than anyone else, has not just saved a bridge that the federal government was determined to demolish, but also ensured its rightful place in the National Register of Historic Places, made it an integral piece of the River's Edge Trail, brought together partners from government, engineering, historic preservation, tourism, recreation, and raised over one million dollars.

She has not only learned from, but taught, judges, historians, the National Park Service, the Society of Industrial Archaeologists, and countless other individuals and groups interested in the Historic Tenth Street Bridge.

Arlyne would be the first to tell you she's got much more out of the project than she put into it, and that lots of people helped save the bridge. Commissioner Moe told her that this bridge would not be standing today if it weren't for her. The new name of the Tenth Street Bridge will have Arlyne's name, but it will also recognize the community's involvement with the phrase "community heritage." When you put those four words together, the acronym is ARCH.

Commissioner Moe continued that it's important for a community to recognize public servants who have gone the extra mile, and it's nice if you can do that while they're still living. She requested that her fellow Commission members recognize the 27 years and counting of this tireless work of Arlyne Reichert, the bridge lady, by renaming the bridge she saved the Arlyne Reichert Community Heritage Bridge.

Commissioner Houck moved, seconded by Commissioner Robinson, that the City Commission adopt Resolution 10432.

Mayor Kelly asked if there were any comments from the public.

Participating via Zoom were:

Brett Doney, Great Falls Development Authority, commented he is in full support of recognizing Arlyne and all the work that she and her many supporters and contributors have done. He also thanked City staff that worked to close the last piece of the deal with the land swap with Independence Bank and the new section of the River's Edge Trail.

Carolyn Craven, City resident, commented she is totally in support of this resolution. Arlyne is an amazing woman and the bridge is the result of many years of hard work on her part and of the other board and community members.

Written comments in support of Resolution 10432 were received from **Kenneth Robison** and **Ellen Sievert**.

JOURNAL OF COMMISSION PROCEEDINGS
Virtual Meeting by Zoom
September 7, 2021

Mayor Kelly asked if there was any discussion amongst the Commissioners.

Commissioner Robinson commented that this is an unbelievable moment for Great Falls. Arlyne has been working on this project for years. She did have a lot of help, but this bridge would not be there if it weren't for Arlyne. She is such a remarkable person. Arlyne will be honored on Friday night during the luminaria walk. Due to her age and other concerns he cautioned people to not approach her, but to wave to her.

Commissioner Robinson concluded that now this bridge is part of the River's Edge Trail and it's just going to be a very important thing that will be around for years for people to get from one side of the river to the other using what he calls Arlyne's Bridge.

Commissioner Houck commented that this actually speaks to more than just the bridge. Arlyne has been very active in our community on different levels. Arlyne believed that this would be good for our community and, in doing so, she went out and visited with people about why she thought this would be good and she gathered funds to do so. This is also a testament to the activists that Arlyne is. It's about wanting to do something good for your community, even when everybody else says it can't be done.

Commissioner Houck concluded that she will be attending Friday night, and is excited to ride her bike across the bridge to Cochran Dam and back on Saturday. People have opportunities to come out Friday and Saturday to celebrate what a citizen can do to make their community better.

Commissioner Tryon commented that Arlyne Reichert is a treasure in this community and anybody that has been around her for any length of time knows that. Arlyne deserves every bit and more of the accolades this community can give her for a long time. He appreciates Commissioner Moe bringing this resolution forward.

Mayor Kelly called for the vote.

Motion carried 5-0.

Mayor Kelly asked if Arlyne or Cheryl Reichert wanted to say a few words.

Cheryl Reichert commented that was a beautiful tribute. She chuckled when Mary Moe said Arlyne had to develop a tough hide because, in this process, there were people who wanted to blow up the bridge with mother on it. Her mother loves the acronym, Arlyne Reichert Community Heritage Bridge, which abbreviates as ARCH. It is true, without her mother's persistence, this absolutely wouldn't have happened. Twenty-five or so years ago the City had to trust that a group of citizens would accomplish this task. It was an example of the first public-private partnership in the entire country according to the National Trust for Historic Preservation. That speaks volumes of the people in the community and the commitment of the City Commission. Paris Gibson's vision was to start this bridge in 1920. They hope that this will now be a bridge from the past into the future.

JOURNAL OF COMMISSION PROCEEDINGS
Virtual Meeting by Zoom
September 7, 2021

We grew up in a generation where the smelter stack was the symbol, but today the younger generation has that bridge. On behalf of Arlyne and her entire family, she concluded that they're very proud and honored.

MILITARY UPDATES

2. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

Colonel Anita Feugate Opperman, Malmstrom Air Force Base (MAFB), provided the following update:

- The military recently mandated the FDA approved Pfizer Covid-19 vaccine for its members. Thanks to community partnerships, Benefis provided MAFB 3000 doses.
- MAFB changed its health protection condition from alpha to bravo, which means mask wear indoors, regardless of vaccination status, is mandatory for anybody coming onto the base. They are being as conscious as they can of what's going on around them to ensure they keep their military readiness at the highest condition possible.
- The Air Force Global Strike Command recently had their change of command. Taking the reins now is a former Malmstrom Wing Commander, now General, Tony Cotton.
- Representative Rosendale will be making his first visit to Malmstrom on Friday. He will be speaking at the MAC luncheon, along with a Security Force Senior Master Sergeant to talk about his experience in the aftermath of September 11th. A remembrance will also be held at the chapel that morning.
- MAFB is excited to be a part of the aquatic center groundbreaking next week. A SERE instructor will talk about the importance of the partnership between the base and the community, and the training that the center will give MAFB members as well.
- Several Airmen, including Tech Sergeant Stacey Davis Woodard and several intelligence professionals, have been recognized with Air Force Global Strike level and Air Force level awards. Both are national public service awards.
- MAFB will be celebrating the Air Force's 74th birthday on Saturday, September 18th, and hosting an Air Force ball on Saturday, September 25th.

Mayor Kelly inquired if the vaccine mandate included families and spouses.

Col. Fugate Opperman clarified that the mandate only applies to military members.

On behalf of the Commission, Mayor Kelly congratulated the airmen that won awards from Global Strike.

PETITIONS AND COMMUNICATION

3. Participating via Zoom were:

Brett Doney, Great Falls Development Authority (GFDA), invited the community to attend a community input session to look at part of their process of designing a new strategic plan to strengthen and grow the Great Falls regional economy. GFDA is looking for input on the strengths

JOURNAL OF COMMISSION PROCEEDINGS
Virtual Meeting by Zoom
September 7, 2021

and weaknesses of our current economy and also the opportunities and threats from outside of the region that need to be dealt with and opportunities that can be taken advantage of. The event is scheduled for Wednesday, September 15th, 5:30 to 7 p.m. at Great Falls College MSU, or people can provide thoughts and ideas at the links on GFDA's website.

GFDA hired talented and experienced consultants that help companies decide where to locate and where to reinvest their funds, and that have experience in a variety of economic development and redevelopment efforts.

Jeni Dodd, City resident, inquired under what authority was this meeting moved to remote format rather than in person. There is no declared emergency by the Health Department.

She heard that the Commission voted on holding this meeting remotely. She assumed that meant there was a quorum of some sort, and the meeting where the Commission members voted should have been open to the public. It appeared, to her, that the Montana open meeting law was violated.

Ms. Dodd commented that the City has maintained that the National Heritage Area is a City sponsored project. She filed an ethics complaint alleging conflicts of interest. The Commission should not, then, be commenting that the National Heritage Area is outside the City's responsibility. She requested responses to her inquiries.

Mayor Kelly responded that staff will be able to respond to her questions.

Paige Turoski, City resident, inquired if the Commission had plans to get back to in-person meetings.

Mayor Kelly responded that the Commission is not going to have electronic meetings indefinitely. They want to make sure that Great Falls is out of the high incident of Covid spikes that Cascade County and Great Falls are currently experiencing. He doesn't have a set date at this point.

Mayor Kelly announced that staff is experiencing some softphone issues. People that want to call in can do so at this point to participate in petitions and communications. The number to call is 761-4786.

Rae Grulkowski, County resident, commented that she hopes to get a response to a letter she wrote inviting the Big Sky Country National Heritage Area corporation and the City Commission to work jointly with residents in opposition to the National Heritage Area in creating community-wide meetings for people to express their opinions, and to clarify the National Environmental Policy Act (NEPA), Historic Preservation Act and the Endangered Species Act with representatives from the National Park Service so that everybody can get a clear view of what a National Heritage Area is.

Appearing telephonically was:

John Hubbard, City resident, commented that, at the last meeting before he could comment, he was told he was obstructing meetings and causing a nuisance for slamming his tablet and clip

JOURNAL OF COMMISSION PROCEEDINGS
Virtual Meeting by Zoom
September 7, 2021

board on the chair and for swearing. He was going to comment on his granddaughter being accosted by a guy at Walmart, and didn't understand why that guy wasn't being investigated. Mr. Hubbard also commented that his granddaughter is in the hospital with the coronavirus.

Written comments were received from **Bill Korst**, expressing support of Zoom Commission meetings to help prevent the transmission of Covid.

NEIGHBORHOOD COUNCILS

4. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

None.

BOARDS AND COMMISSIONS

5. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

None.

CITY MANAGER

6. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

City Manager Greg Doyon updated the Commission on the following:

Aim High Big Sky Recreation Center (OF 1770): Groundbreaking is scheduled for Wednesday, September 15th at 2 PM at Lions Park. A pre-bid meeting is scheduled tomorrow for interested bidders on the construction of the facility. Bids will be due by October 6, 2021, followed by a notice of award in late October or early November, and a notice to proceed on the construction in March, 2022. A bond sale is set for Thursday on the financing of the recreational facility.

Great Falls Fire Rescue was awarded an Assistance to Firefighter Grant for arson detectors in the amount of about \$6,600 to help with enforcement measures with suspicious fires.

The Great Falls Police Department (GFPD) will swear in three new police officers tomorrow. GFPD has one patrol vacancy remaining with 61 applications for that position.

The Crime Task Force met on August 23rd to discuss draft recommendations on four focus areas regarding how to address crime in Great Falls. Those draft recommendations are posted on the City's website for public comment until 12 PM on September 13th.

In response to Ms. Dodd's inquiry, Manager Doyon clarified that, as the Commission recalls, there was a discussion at the last meeting with regard to going virtual for the City Commission meetings. He followed up with the Commission members the following week and asked each one individually what they would like to do in terms of going virtual or not. Based on the individual discussions a majority of the Commission members wanted to go back to virtual meetings. He made the suggestion that if the Commission members were going to go virtual, then the meetings should be all virtual. The Commission has the authority to set the meetings. The only major

JOURNAL OF COMMISSION PROCEEDINGS
Virtual Meeting by Zoom
September 7, 2021

concern would be public access, right to know and open participation. Similar to many other communities in Montana, there are many opportunities to participate in these meetings.

Commissioner Tryon requested that the City Manager instruct staff to gather specific scientific and medical data that indicates that the Commission needs to close off in-person public meetings. This seems, to him, to be arbitrary and unnecessary at this point, unless and until specific scientific medical data and the legal authority is provided.

Manager Doyon explained that a majority of the Commission members have indicated to him that they wanted to go virtual. Great Falls works under the mode of government where a majority of the Commission members basically direct how we're going to conduct business.

If Commissioner Tryon is concerned, then the Commission could decide whether to put it on the next meeting agenda for Commission discussion and vote. He is not a medical doctor and he is not going to be able to provide Commissioner Tryon with data.

If a majority of the Commission want to continue to have these meetings virtually, then that's the direction that he will take and will make it happen. He did suggest that staff go virtual as well because it doesn't make any sense for a group of employees to be together in the Gibson room if there's a concern about the virus and have the Commission members working remotely.

Commissioner Moe commented that the concern she expressed at the last meeting was that the Commission was creating an attractive nuisance by creating a situation that implied to the public that it was safe to have an open meeting without masks, without the ability to require masks, in a closed space, in defiance of the recommendations of the CDC and the requests of several local providers. In fact, at that very meeting, the Commission was in the presence of a person who did test positive for Covid and afterwards had to be fast tested.

Commissioner Moe continued that she can take her own risk but she will not be responsible for luring people into a public place with the notion that the leaders of this community obviously wouldn't have a meeting if it weren't safe and putting a child or a person who is immune compromised in the hospital.

Because of the actions of the last Legislature, Manager Doyon cannot require his employees to wear masks, and the Commission cannot require the public to do that. The Commission cannot give a reasonable expectation of a safe environment to people who want to participate in their government. So the Commission has provided a way that allows that same ability to participate without endangering lives.

Commissioner Tryon inquired of Commissioner Moe if she could provide some sort of metric on when she would be willing to allow the public to come into their building again for public meetings.

Commissioner Moe responded she would want to hear the advice from the CDC and the local Board of Health.

JOURNAL OF COMMISSION PROCEEDINGS
Virtual Meeting by Zoom
September 7, 2021

Mayor Kelly concluded that this topic can be set for a group discussion on the next agenda so that the public has an opportunity to hear why these decisions are made, similar to when the Commission decided to go back to live meetings after Covid was thought to be dying down. It was a group decision, and there was no formal presentation of data, etcetera.

In response to a comment he made at the last meeting, Mayor Kelly clarified that when he was looking out in the audience he thought why are we allowing this to happen when we have a choice to do it in a much safer way for everyone's health benefit.

CONSENT AGENDA.

7. Minutes, August 17, 2021, City Commission Meeting.
8. Total Expenditures of \$4,223,337 for the period of July 31, 2021 through August 25, 2021, to include claims over \$25,000, in the amount of \$3,534,566.
9. Contracts List.
10. Grants List.
11. Approve the 2021-2022 School Resource Officer (SRO) Agreement between the City of Great Falls and the Great Falls Public Schools District.
12. Approve the Memorandum of Agreement (MOA) with the Montana Department of Transportation (MDT) for the 9th Street NW from Central Avenue to NW Bypass and Watson Coulee Road from Vaughn Road to NW Bypass Road Improvements. **OF 1739.2**
13. Approve the 2020/2021 CDBG Funding Agreement in the amount of \$200,000 to the Great Falls Housing Authority for the replacement of roofs at Sunrise Court.
14. Set a public hearing for September 21, 2021 on Resolution 10427, Establishing Fees for the Planning and Community Development Engineering Division.
15. Set a public hearing for September 21, 2021 on Resolution 10431, Establishing Fees for the City of Great Falls Engineering Division of the Public Works Department.

Commissioner Robinson moved, seconded by Commissioner Tryon, that the City Commission approve the Consent Agenda as presented.

Mayor Kelly asked if there were any comments from the public or discussion amongst the Commissioners. Hearing none, Mayor Kelly called for the vote.

Motion carried 5-0.

PUBLIC HEARINGS

JOURNAL OF COMMISSION PROCEEDINGS
Virtual Meeting by Zoom
September 7, 2021

16. ORDINANCE 3232, AN ORDINANCE AMENDING TITLE 17 OF THE OFFICIAL CODE OF THE CITY OF GREAT FALLS (OCCGF): CHAPTER 20 LAND USE, ARTICLES 4 AND 7 REGARDING PRIVATE GARAGES AND ACCESSORY STRUCTURES WITHING RESIDENTIAL ZONING DISTRICTS.

Mayor Kelly declared the public hearing open and asked for presentation of the staff report.

Planning and Community Development Director Craig Raymond reported that in 2019 and 2020, the City of Great Falls Board of Adjustment (BOA) received, and denied, two variance requests for garage spaces that exceeded the current code limitations. After reviewing the requests, a member of the BOA asked staff to review the current code regulations regarding accessory structure square footage allowances, and determine if there was an opportunity to increase the sizes for accessory structure square footage on larger city lots. In addition to the specific request to amend the City's code to allow greater square footage for these structures, staff had talked to a number of residents who have been interested in building larger detached garages to store vehicles, such as recreational vehicles, boats, and campers, that are currently being stored in yards or parked on City streets. The general process that staff followed to develop the proposed code changes included:

- Comparing the Code's requirements for garages and other accessory structure to those of Missoula, Bozeman, Kalispell, and Billings. Generally, Great Falls was on the lower end of requirements (e.g. allowed for more square footage) among the various codes that were reviewed;
- Meeting with a focus group of professionals within the building community to solicit input regarding possible opportunities for code changes that would positively impact the community. This group unanimously supported staff's proposal to increase square footage allowance on larger city lots;
- Line-by-line review of the Chapter to identify areas that needed clarification and also to identify redundant, unused or outdated provisions; and,
- Re-formatting to match the format of other recently adopted Titles of the OCCGF, as well as correction of grammatical or wording errors.

The basic elements of proposed changes include:

1. Clarification of Design Standards Table. Currently the code combines the standards for principal and accessory structures. Staff proposes to break out the standards for accessory structures (detached garages, carports, and sheds) to make them easier for code users to find, as well as to define standards that currently are not called out within the code.

JOURNAL OF COMMISSION PROCEEDINGS
Virtual Meeting by Zoom
September 7, 2021

2. Create flexibility. Staff proposes to increase the maximum height of accessory garages to 24 feet across residential zoning districts rather than requiring a lower height when the home on the lot is one-story. This will create more flexible storage space to accommodate larger vehicles. Staff also proposes increasing the setbacks for accessory structures from two feet to five feet to balance out the larger height allowance.

3. Update language. The use of the term “accessory structures” is proposed to replace the term “garages” to categorize structures including, but not limited to, detached garages, sheds, and carports. Staff currently reviews permits for these structures if they are at least 200 square feet to ensure that the aggregate square footage in the code is not being exceeded. Since sheds, carports and other structures are already counted towards the allowed square footage for cumulative garage area, staff is clarifying the code to make sure these structures count towards the allowed square footage for each lot.

4. Increase maximum square footage allowances. This is the most important change to the code being driven by citizen input. The tables included in the agenda report outline the proposed increases.

On July 27, 2021, the Planning Advisory Board unanimously voted to recommend approval of the ordinance.

Mayor Kelly asked if the Commission members had any questions. Hearing none, Mayor Kelly asked if there were any comments from the public in support Ordinance 3232.

Brett Doney, Great Falls Development Authority, noted support of the proposal and commended City staff and the Commission for its continued effort to make the code and the process more clear and more flexible.

Jeni Dodd, City resident, expressed support of this item and noted it is a positive step.

No one spoke in opposition to Ordinance 3232.

Written comments were received from **Mardi Steinbacher**, suggesting the 5 foot side and back setback change for sheds is too much.

Mayor Kelly closed the public hearing and asked the will of the Commission.

Commissioner Tryon moved, seconded by Commissioners Houck and Robinson, that the City Commission adopt Ordinance 3232.

Mayor Kelly asked if there was any discussion amongst the Commissioners. Hearing none, Mayor Kelly called for the vote.

Motion carried 5-0.

JOURNAL OF COMMISSION PROCEEDINGS**Virtual Meeting by Zoom****September 7, 2021****17. ORDINANCE 3230, AN ORDINANCE AMENDING TITLE 10 OF THE OFFICIAL CODE OF THE CITY OF GREAT FALLS (OCCGF) TO PROHIBIT THE LONG-TERM PARKING AND/OR STORAGE OF RECREATIONAL VEHICLES, UTILITY TRAILERS OR VESSELS IN RESIDENTIAL DISTRICTS.**

Mayor Kelly declared the public hearing open and asked for presentation of the staff report.

Deputy City Attorney Jeff Hindoien reported that the requested action is for the City Commission to conduct a public hearing and second reading of Ordinance 3230. This ordinance amends the existing parking code of the City of Great Falls to prohibit the long term parking or storage of recreational vehicles, utility trailers or vessels in residential districts. This matter was discussed at the July 20th work session and then brought up for first reading at the August 17, 2021 Commission meeting.

This is the product of a steady flow of complaints to City staff and to the Commission over the years about the long-term parking or storage of large recreational vehicles, boats, and trailers in residential zoning districts and concerns with the safety risk that poses on residential streets for visibility of children and pedestrians, and concerns over the fact that ultimately those residential street standards were not created at the time to contemplate large vehicles stored for a long term basis.

This proposed ordinance has been crafted in an attempt to address those concerns by creating a prohibition for a new defined class of vehicles that includes recreational vehicle, utility trailer and vessel. It is a relatively straightforward provision that only allows those vehicles to be temporarily placed in residential districts for the purpose of loading and unloading for a temporary period of 36-hours in any seven day period. The proposed ordinance would require a written 24- hour notice to remove prior to the issuance of any citation for its violation. The balance of the proposed ordinance wraps this new parking prohibition into the existing Title 10 framework for parking enforcement in Great Falls as it stands today, which is the structure for enforcement of unpaid citations, multiple unpaid citations, and potentially leading into municipal court proceedings.

As crafted, this ordinance will be enforceable by the Great Falls Police Officers, community service officers, and other persons as may be designated by the City Manager. As previously discussed, the structure would be that it be complaint driven with City staff attempting as best as it can to address those complaints in sequential order unless there were immediate safety concerns. The City would need to blend this into the already existing staffing and workload environments for both Great Falls Police Department and other City departments responsible for administering the enforcement of the ordinance. Response times would ultimately be dictated by the capacity of existing staff to accommodate this new task.

JOURNAL OF COMMISSION PROCEEDINGS
Virtual Meeting by Zoom
September 7, 2021

This is also related to a bigger picture perspective. The Commission just took steps immediately before this item to add some flexibility into the zoning ordinance for larger structures that would allow for more flexibility to get these type of vehicles stored on someone's property as opposed to parked or stored in the street in residential areas. The City also took steps in 2017 to make it easier for property owners to park these vehicles on their own property in terms of relaxing the standards for the type of surfaces that they can be parked on and some changes to the larger sizes for parking surfaces off-street.

Mayor Kelly asked if the Commission members had any questions.

Commissioner Tryon inquired if the 36-hour period was something other communities have done.

Deputy City Attorney Hindoien responded that number was arrived at based on work that had been done by staff several years ago and by looking at other similar ordinance structures in other communities.

Commissioner Tryon inquired if projections or estimates have been done on how much extra police time is going to be required for enforcement, and any research on the effectiveness of this proposal.

Deputy City Attorney Hindoien responded that there hasn't been any research on what the resource load would actually be as the citations came into the legal department or Municipal Court.

Police Chief Newton responded, if the City Commission passes the ordinance, GFPD is anticipating an influx of complaints regarding the large vehicle ordinance enforcement process. Currently, GFPD uses the Volunteer Coordinator and volunteers to do that to free up sworn officer time to deal with other pertinent issues. He asked for the community's patience because it will have to be on a case by case basis as complaints come in. There has been no study. He can only assume how many complaints will be received.

Mayor Kelly inquired if it was within the Commission's purview to provide a delayed effective date.

Deputy City Attorney Hindoien responded that the Commission has the flexibility to amend the ordinance as proposed to include a delayed effective date that would be beyond the statutory default of 30 days.

Mayor Kelly received clarification that if the ordinance is adopted there will be another resolution for discussion to set up the actual fines and the process for enforcement.

Mayor Kelly also received clarification that the Commission has the ability to change the time limit and determine an amount of time that is appropriate.

Mayor Kelly asked if there were any comments from the public in support of Ordinance 3230.

Participating via Zoom were:

JOURNAL OF COMMISSION PROCEEDINGS
Virtual Meeting by Zoom
September 7, 2021

Giordano Lahaderne, City resident, commented that the large vehicles parked on streets makes it dangerous, especially on the narrow streets in the older parts of town. It makes driving an unpleasant experience having to navigate around so many boats and RV's on the streets. He also expressed concern about vagrants and possibly drug issues and dealings out of the RV's. He concluded that all of the parked RV's make the City look run down and trashy.

Mike Schwartz, City resident, commented that there are a lot of children in his neighborhood and safety is a big issue. Traffic can be down to a single lane when there are campers, boats and RV's parked on both sides of the street. He added that he owns a big fifth wheel that he parks overnight to load, and then he stores it for \$50 month/\$600 year. It is a minor cost to store them correctly.

Written comments in support were received from: **Jerri Gertson, Ronald Dassinger, Tom Kotynski, Joshua Rutledge, Mark Willmarth, Joe Demartin, Jan Bautista, Sandra Rice, Rosella Gallegos, Gordon Whirry, Terry Mullen, Carolyn Craven, Mardi Steinbacher, Jon Legan, and George McNew.**

Mayor Kelly asked if there were any comments from the public in opposition to Ordinance 3230.

Appearing telephonically were:

John Hubbard, City resident. Mr. Hubbard commented that no one can afford to buy storage units. During this pandemic people will be losing their houses and will have to be living in their trailers and motorhomes. He agreed they are a nuisance if parked too close to the corner.

Paul Lawhon, commented that he doesn't understand adding to the workload of the Police Department when they are already overloaded. He owns a boat and camper. When they are not out being used, he likes to have them at his house so that he can clean them up and work on them after work to get ready for another trip out. He agrees they should not be left indefinitely on the street. He has offsite storage for his boat and camper during the winter.

Robert Becker, City resident, commented that his boat and trailer are parked in front of his own property. Mr. Becker suggested that the City needs to work on more infrastructure projects, like water and sewer mains, than on this type of ordinance. There is no public storage available right now for the amount of boats and recreational vehicles. He doesn't think it is the right time to promote this ordinance under this scenario.

Participating via Zoom were:

Josh Copeland, City resident, inquired what the difference is between a boat parked on the street seven days a week or if it is there for 36 hours. If it presents a safety risk 24-hours a day, seven days a week, it presents the exact same safety risk in a 36-hour period. He doesn't feel that the City brought any data to this meeting as to what the safety risk actually is. He inquired if there have been car accidents, documented cases of pedestrians being hit due to line of sight or visibility issues, or if car crashes were increasing in Great Falls due to visibility issues.

JOURNAL OF COMMISSION PROCEEDINGS
Virtual Meeting by Zoom
September 7, 2021

Mr. Copeland suggested that if the ordinance were passed tonight, it would strain the police force and the courts.

He also commented that he called every storage unit in Great Falls. There are no available storage units currently. As people start to call in and complain, he inquired the City's contingency on the fact that there is nowhere to move them.

Martina Gunter, concurred with Josh Copeland's comments. She added there is an issue in Great Falls with break-ins at storage units, of which her family was a victim. Passing this ordinance would force her to store her recreational vehicles and her husband's work trailer in a location that has proven to not be secure and at an additional cost to her family. They chose a location in Great Falls to purchase their home that did not have HOA's for the sole purpose of being able to manage themselves. Dealing with violations is going to further stress the Police Department. She sees no way of this being managed on a complaint basis, and it will create angst within the neighborhoods.

Veronica Moldenhauer, City resident, commented that she is a recreational vehicle owner. She stores it three months in town, and nine months at a storage unit. They need it in town to make repairs and to load it. Sometimes it takes up to a week to get ready to go because they work during the week. This summer they applied for and were denied a permit for a parking pad in their front yard because they do see a great need to get it off the street.

Laura Hodges, City resident, commented that the ordinance as written does appear to be a challenge for enforcement. The streets are not for storage, they are for driving. There is an existing ordinance that says vehicles can't be parked on the streets for longer than five days, and a process to call in to report. This action seems redundant.

Brian Kelley, read his prepared comments sent earlier to the Commission via email that passage of this ordinance will place an extreme financial burden on Great Falls residents who will be required to construct a parking space or pay for year-round storage fees; the ordinance is discriminatory in nature for targeting only specific vehicle types; and all lawfully registered and licensed vehicles have the legal right to use the public right-of-way. He reviewed Montana Code Annotated §§ 61-1-101, 61-8-103 and 61-12-401. Mr. Kelley concluded that, given the totality of the many unsatisfactory conditions and outcomes, the proposed ordinance should not be considered.

Jenni Dodd, City resident, commented that the safety issue has been addressed with parking restrictions at intersections already in place. She opined that it has been an enforcement issue and additional restrictions may not be needed. She didn't understand why trucks with campers are restricted when they are not any longer than a regular truck without a camper. She concurred with Josh Copeland's comments pertaining to the time limit and safety issue. The City should allow parking pads on private property. Ms. Dodd concluded that, at her end of the City, there has been a Conex container box parked along the street since at least March. She can see that as a possible issue because it does not have wheels on it and would make it hard to move if there was a fire or emergency.

JOURNAL OF COMMISSION PROCEEDINGS
Virtual Meeting by Zoom
September 7, 2021

Andrew Lovec, City resident, commented that residents should be able to park on their own grass if they need to take trailers off City streets if it is not an eye sore or detriment to the neighborhood.

Mark Volkomener, City resident, commented this ordinance invites persons with their own personal agendas to extend that by using the police department and filing false reports about illegally parked vehicles on the street. This happened to him and the neighbor was taking vengeance because a few years earlier someone had called the report in on his RV. He added that RVs require repair work, regular service, batteries charged, wheels greased, cleaning up, laundry and all sorts of things that you cannot do in 36 hours. It is unreasonable to have to move a licensed vehicle that is licensed for the street that he is performing work on. He suggested stopping people from parking abandoned vehicles on the street and leaving them all winter long. In the summer, it is recreation time. This ordinance is ill conceived and should be scrapped.

Everett Pate, City resident, commented as best he can summarize, this is kind of the haves and the have-nots - they do not have a trailer, so it is in their way. The City had many of his neighbors trim trees that were decades old because it created blind spots at intersections. He asked the Commission not to vote on this ordinance at this time and opined that because the meeting was via Zoom there was a fraction of participants.

Jim Thompson, City resident, he has a trailer and boat in front of his house. He pays property taxes and thinks he deserves to use the street as his own personal public storage. He does not understand why other people need access to the street in front of his house. The safety issue argument is ridiculous. He does not understand not seeing around a 15-foot tall aluminum trailer as a safety issue. He concluded that this is just more ridiculous government overreach.

Gary Jensen, City resident, guessed that about 35-40% of the homes on 26th Avenue SW have some type of a recreational vehicle parked on the street. In his opinion, that is a great thing. He is glad to see families taking advantage of our area, and are spending time together and enjoying the outdoors. He thinks we should be doing everything to encourage families to do that and not put roadblocks in front of them. With regard to safety, yellow paint takes care of the line of sight at corners. Trailers parked on the street have cut down on the number of people speeding down the street. He expressed concern about the 36-hour time limit for contractors that use utility trailers when they are remodeling or working on houses. He opposed adding any more work on law enforcement. He thinks there are probably isolated incidents where people are having some problems, but thinks for the most part this should be a non-issue. He concluded that, while this meeting is being held virtually, the Commission encouraged people to attend an ice cream social and a bridge dedication.

Written comments in opposition were received from: **Brian Kelley, Larry Vaccaro, Jeff Dennan, Brian Daul, Robert Becker, April Grosse, Cameron Tuss, Brennan Walker, Ken Siskoff, Rod Mitchell, Camille Crow, and Gary Prinzing.**

Mayor Kelly asked Deputy City Attorney Hindoien if he wanted to respond to any of the comments.

JOURNAL OF COMMISSION PROCEEDINGS
Virtual Meeting by Zoom
September 7, 2021

Deputy City Attorney Hindoien clarified that there is nothing illegal about this proposed ordinance relative to Title 61 of the Montana Code. Title 61 simply indicates that local authorities cannot enact or enforce ordinances that are expressly in conflict with a provision of state law. Local authorities are authorized to adopt additional traffic regulations that are not in conflict with state law or the provisions of Title 61 specifically. Moreover, as a charter municipality, the City cannot exercise powers that are inconsistent with state law by establishing standards that are lower or less stringent than those imposed by state law. All local governments adopt parking regulations. There is nothing particularly remarkable about this type of parking ordinance and there are not, from the Legal Department's perspective, any issues with respect to its legality relative to Title 61 or authorities under Title 7.

Mayor Kelly closed the public hearing and asked the will of the Commission.

Parliamentary procedure discussion continued amongst the Commission members and legal staff.

Commissioner Tryon moved, seconded by Commissioner Houck, that the City Commission postpone deliberation and vote on Resolution [sic] 3230 until the second meeting in October.

Commissioner Tryon commented that he made the motion because there are numerous amendments to the resolution [sic] that would make it better. He suggested more time to obtain data pertaining to enforcement for the Police Department and how effective or not effective this could be, more detail regarding size of vehicles, and to consider 72-hours rather than the 36-hour time limit. He thinks the Commission needs to allow people to attend in person before Commission deliberation and vote.

Commissioner Houck commented that she thinks electronic meetings have allowed more people to participate. Her concerns are the citizen driven complaint process and that the Police Department has other issues to focus on. It is not due diligence to put into place a law that the City cannot even enforce. People have said they applied to have additional parking on their property and been denied, and others have said it's their right to park in front of their house because they pay taxes, but the street doesn't actually belong to them. She suggested educational outreach and then determine if the City even needs this law. There are other laws already on the books.

Commissioner Moe concurred with Commissioner Tryon regarding additional information. If the Commission is going to pass this it needs to provide for the enforcement mechanism and that is a budgetary matter. She thinks the ordinance should have a delayed effective date, and she has been persuaded from the comments made that 36-hours is not long enough and that the fines should be laid out.

Commissioner Robinson concurred with the motion to postpone. He is in favor of Ordinance 3230. There has not been any issue in his almost four years on the Commission that he has had more input on than this issue. On his street and streets around him, it is an issue. The biggest problem is not the corners, it is only one car can go by at a time. Postponement will provide the Commission time to formulate what amendments, if any, need to be made.

JOURNAL OF COMMISSION PROCEEDINGS
Virtual Meeting by Zoom
September 7, 2021

Mayor Kelly commented that he heard some things that really made a lot of sense. Some people who have been frustrated in the past who tried to actually arrange to put their vehicles on their lawn or in an area of their yard should revisit some of the new resolutions and ordinances in place. Postponing will give the Planning and Community Development Department time to get the word out to the community about the new opportunities people have to put the vehicles on their property.

He heard there are in fact safety issues that can be a huge factor in this decision. Where he lives a couple of guys shuffle cars around the street every several days to make sure that they're not towed away. Their tires are almost covered in chalk. The Commission is not proposing to put a trained professional uniformed police officer on traffic enforcement or parking enforcement. The Police Department has a robust group of volunteers who do a tremendous job.

He can appreciate the delay to have in person meetings and he does appreciate the technical challenges on both sides. Like Commissioner Robinson, the single most issue that he has been called on in the last six years has been dealing with trailers. Really, it is just abuse by people who are not neighborly and do not listen to their neighbors.

Mayor Kelly further commented that he does not want to guarantee to the public that, in fact, the Commission will be back to an in person meeting the second meeting in October.

Commissioner Moe mentioned that she has heard two safety concerns repeatedly during her time as a commissioner: backing out of a driveway onto a street with trailers parked on either side of the driveway, and the lack of visibility of children on bikes and children in the area.

There being no further discussion, Mayor Kelly called for the vote.

Motion carried 5-0.

OLD BUSINESS

NEW BUSINESS

18. WATER TREATMENT PLANT (WTP) SOLIDS MITIGATION AND TRAVELING SCREEN REPLACEMENT PROJECT. OF 1698.1.

Public Works Director Paul Skubinna reported that Agenda Item 18 asks the Commission to consider approving or not approving a professional services agreement with Advanced Engineering and Environmental Services, Inc. (AE2S) for engineering design and construction management services for the Water Treatment Plant Solids Mitigation and Traveling Screen Replacement project. Aside from this contract being relatively large, he noted a couple of points: how this project was prioritized and funded, and secondly, staff is considering using the General Contractor\Construction Manager alternative delivery method for this project.

This project will install a screw press to dewater the Water Treatment Plant's treatment residuals, or sludge, by handling it only once. This project will pay back the capital costs put into the project. The engineer has prepared a payback estimate of 25-30 years; however, staff believes the payback

JOURNAL OF COMMISSION PROCEEDINGS
Virtual Meeting by Zoom
September 7, 2021

timeframe will be closer to 10 years. Because of the benefits to the Waste Water Treatment Plant, part of the project will be funded from the Waste Water Enterprise Fund.

If approved, staff will be hiring a contractor via the RFP process that is familiar with this particular alternative delivery method. He intends to present at a work session why change orders happen, how they are at times an important and beneficial contracting tool, but at other times they expose the City to unacceptable financial risk, what the various alternative delivery methods are and how they work, and how alternative delivery can save the City money by minimizing change orders in some circumstances.

From a timing standpoint staff will not activate the alternative delivery method until staff has had the chance to discuss it with the Commission and answer any questions at it and that the Commission has no concerns with proceeding in that manner.

Staff recommends the Commission approve the Professional Services Agreement in the amount of \$797,274 for engineering and construction management services.

Commissioner Tryon moved, seconded by Commissioner Moe, that the City Commission approve a Professional Services Agreement in the amount of \$797,274 to Advanced Engineering and Environmental Services, Inc. (AE2S), for Design Phase Services for the Water Treatment Plant Solids Mitigation and Traveling Screen Replacement project, and authorize the City Manager to execute the agreement documents.

Mayor Kelly asked if there were any comments from the public or discussion amongst the Commissioners.

Mayor Kelly looks forward to the work session to understand more about the alternative delivery method.

Mayor Kelly called for the vote.

Motion carried 5-0.

ORDINANCES/RESOLUTIONS

19. **RESOLUTION 10430, A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, TO DEDICATE A PORTION OF BLOCK 11, COUNTRY CLUB ADDITION, AS PUBLIC RIGHT-OF-WAY, IN ACCORDANCE WITH THE PROVISION OF SECTION 7-3-4446, MONTANA CODE ANNOTATED.**

Planning and Community Development Director Craig Raymond reported that the State of Montana and City of Great Falls intend to use Federal transportation funds for a pavement preservation project for Fox Farm Road, from Alder Drive to the City limits. In addition to work on the pavements surface, the project will also include the upgrade of non-compliant corner ADA ramps to current standards. The Federal Highway Administration requires all improvements funded with Federal transportation dollars to be within public right-of-way. During the survey phase, it was discovered that the existing ramp at the southeast corner of Fox Farm Road and

JOURNAL OF COMMISSION PROCEEDINGS
Virtual Meeting by Zoom
September 7, 2021

Juniper Avenue is not within the right-of-way but is, instead, on a portion of City-owned park property (Meadowlark Park). Because there is limited right-of-way width on Juniper Avenue (it is 50 feet wide, instead of the standard 60 feet for a local roadway), and because the street is not centered in the right-of-way, there is no room to move the ramp off of park property. Therefore, in order to bring the ramp up to current standards as a part of this project, it is necessary to dedicate a small portion (approx. 108 square feet) of City park property as right-of-way

Commissioner Robinson moved, seconded by Commissioner Moe, that the City Commission adopt Resolution 10430.

Mayor Kelly asked if there were any comments from the public or discussion amongst the Commissioners.

Hearing none, Mayor Kelly called for the vote.

Motion carried 5-0.

CITY COMMISSION

20. APPOINTMENTS, GREAT FALLS CITIZEN'S COUNCIL.

Mayor Kelly moved, seconded by Commissioner Tryon, that the City Commission appoint Commissioner Moe and Commissioner Houck to serve on the Great Falls Citizen's Council also known as Council of Councils for the September 28, 2021 special meeting, and Mayor Kelly and Commissioner Robinson to serve on the Great Falls Citizen's Council also known as the Council of Councils for the October 26, 2021 meeting.

Mayor Kelly asked if there were any comments from the public or discussion amongst the Commissioners.

Hearing none, Mayor Kelly called for the vote.

Motion carried 5-0.

21. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

Commissioner Houck announced Kathy Mora's passing, and noted she was an amazing citizen in the community and recognized her many years of work at the Great Falls Public Library. She will be sorely missed.

Mayor Kelly announced that Great Falls Fire Rescue would commemorate the 20th anniversary of the 911 attack at Gibson Park on Saturday at 7:45 a.m.

The Big River Ruckus outdoor event will be held this weekend. Masking is recommended.

JOURNAL OF COMMISSION PROCEEDINGS
Virtual Meeting by Zoom
September 7, 2021

22. COMMISSION INITIATIVES.

None.

ADJOURNMENT

There being no further business to come before the Commission, **Commissioner Robinson moved, seconded by Commissioner Moe, to adjourn the regular meeting of September 7, 2021, at 9:57 p.m.**

Motion carried 5-0.

Mayor Bob Kelly

City Clerk Lisa Kunz

Minutes Approved: September 21, 2021

JOURNAL OF SPECIAL COMMISSION PROCEEDINGS
Virtual Meeting by Zoom
September 7, 2021

Special City Commission Meeting

Mayor Kelly presiding

CALL TO ORDER: 4:15 PM

Due to the COVID-19 health concerns, the format of the Special City Commission Meeting was held in a virtual video-conferencing environment.

ROLL CALL/STAFF INTRODUCTIONS: City Commission members participated electronically via Zoom: Bob Kelly, Tracy Houck, Mary Sheehy Moe, Owen Robinson and Rick Tryon. City Staff participating electronically were: City Manager Greg Doyon and Human Resources Director Gaye McInerney. Deputy City Clerk Darcy Dea was present in the Commission Chambers.

To honor the Right of Participation and the Right to Know (Article II, Sections 8 and 9 of the Montana Constitution), modifications have also been made for public participation.

To attend and participate in the virtual meeting utilizing Zoom, attendees must register in advance for the Commission Meeting at: https://us02web.zoom.us/webinar/register/WN_EcJz4cq7QRmCSK2vFXoliQ

For all other participation options, Please see **Public Participation Guide for City Commission Meetings**.

PETITIONS AND COMMUNICATIONS

None.

NEW BUSINESS

1. REVIEW OF CITY MANAGER'S EMPLOYMENT AGREEMENT, SECTION B. SALARY.

Mayor Kelly stated that this special meeting is to discuss the City Manager's Employment Agreement, Section B. Salary. Manager Doyon is completing year one of a three-year contract that expires on March 24, 2023. The City Manager's annual performance evaluation was at a Special Commission Meeting on February 25, 2021. Mayor Kelly reiterated that at the February 25th meeting, Manager Doyon had indicated that in light of City budget concerns (related to COVID-19 expenses and potential legislative actions), he deferred any conversation about a merit increase until the full budget situation was known by its adoption in July 2021. Currently, Manager Doyon's annual salary is \$161,569, a car allowance of \$450 per month, 30 vacation days per year and the City contributes 12 percent of his salary to a Deferred Compensation program. Salary considerations during the contract term are considered annually based on merit and market adjustment.

Human Resources Director Gaye McInerney reported that City Managers, Chief Administrative Officers or Elected City Executives base annual wages in other Cities include:

JOURNAL OF SPECIAL COMMISSION PROCEEDINGS
Virtual Meeting by Zoom
September 7, 2021

1. Billings - \$194,584 with a two-year contract
2. Missoula - \$155,000
3. Great Falls - \$161,569
4. Bozeman - \$193,000 with a \$2,000 monthly housing supplement and a two-year contract
5. Helena - \$170,000 with a two-year contract
6. Kalispell - \$139,568 with a two-year contract
7. Butte - \$115,465

Director McInerney explained that car allowances and contributions to a Deferred Compensation program vary, vacation accrual levels and salary considerations are performance based. She discussed how unions versus non-unions creates compression, as well as the cost-of-living adjustment (COLA) for the collective bargaining groups for this year was 3 to 4.5 percent.

Mayor Kelly commented that consideration for deciding a City Manager's salary include the market, compression and determining a fair wage. Mayor Kelly stated that Manager Doyon is a professional who manages over 500 full time employees, a \$125 million budget and exceeds the Commission's expectations.

Mayor Kelly recommended adding 2.5 percent to Manager Doyon's current salary of \$161,569, which equates to a base annual wage of \$165,608, retroactively effective March 24, 2021. He suggested an additional salary increase and deferred compensation could be considered next fiscal year if warranted.

Commissioner Robinson commented that he did not have a recommendation with regard to an amount for an increase; however, Mayor Kelly's recommendation was too low given Manager Doyon's favorable review, comparison to other cities and the efforts he makes to the community. He suggested that his salary increase should be higher than \$165,608.

Commissioner Houck concurred with Commissioner Robinson that a 2.5 percent increase is too low. She recommended a five percent increase based on Manager Doyon's review, his efforts with regard to COVID-19, as well as general fund savings.

Mayor Kelly commented that Manager Doyon's contract is not being renewed tonight and that a five percent increase is too much in one year.

Commissioner Moe expressed concern with regard to finding a quantitative way justifying a merit adjustment. She concurred with Mayor Kelly's recommendation of \$165,608 and added that a 2.5 percent increase is cognizant with regard to the current economic environment of the City.

Commissioner Tryon concurred with Commissioner Moe's comments and Mayor Kelly's recommendation of \$165,608 and that the amount could be increased incrementally at the next

JOURNAL OF SPECIAL COMMISSION PROCEEDINGS
Virtual Meeting by Zoom
September 7, 2021

contract period. He commented that the City continues to struggle economically from COVID-19 and that the Commission needs to consider public perception. The Commission has consistently increased Manager Doyon's salary since he started with the City.

Manager Doyon commented that his salary increase is a Commission decision based on merit or market adjustment and that anything advanced would be appreciated.

Human Resources Director McInerney suggested considering the current Consumer Price Index (CPI), which is above five percent, as well as social security, which is estimated to be 6.2 percent as of January.

Mayor Kelly responded that he would like to have a full year to evaluate the pandemic after having the vaccine and that public perception needs to be considered.

Commissioner Houck commented that she appreciates the Commission's concerns; however, she requested that the Commission consider the education and responsibility that goes along with being the City Manager.

Commissioner Robinson added that employees stay longer if their efforts are appreciated and showing appreciation is extremely important. He further added that a 2.5 percent increase does not show the Commission's appreciation for Manager Doyon's performance. He stated that Manager Doyon would be a hard person to replace.

After further discussion, Mayor Kelly recommended to increase City Manager Doyon's annual salary to \$166,000 retroactively effective March 24, 2021 with an opportunity to increase the amount within the three-year contract period.

Commissioner Moe expressed concern with regard to proper notice of the specific amount of City Manager Doyon's annual salary increase.

Mayor Kelly requested that City staff look into Commissioner Moe's concern; however, he recommended moving forward with increasing Manager Doyon's annual salary to \$166,000, subject to public input.

JOURNAL OF SPECIAL COMMISSION PROCEEDINGS
Virtual Meeting by Zoom
September 7, 2021

ADJOURNMENT

There being no further business to come before the Commission, **Mayor Kelly adjourned the special meeting of September 7, 2021, at 4:57 PM.**

Motion carried 5-0.

Mayor Bob Kelly

Deputy City Clerk Darcy Dea

Minutes Approved: September 21, 2021



Commission Meeting Date: September 21,2021
CITY OF GREAT FALLS
COMMISSION AGENDA REPORT

ITEM: \$25,000 Report
 Invoices and Claims in Excess of \$25,000

PRESENTED BY: Finance Director

ACTION REQUESTED: Approval with Consent Agenda

LISTING OF ALL ACCOUNTS PAYABLE CHECKS ISSUED AVAILABLE ONLINE AT
<http://greatfallsmt.net/finance/checkregister>

TOTAL CHECKS ISSUED AND WIRE TRANSFERS MADE ARE NOTED BELOW WITH AN ITEMIZED LISTING OF ALL TRANSACTIONS GREATER THAN \$25,000:

ACCOUNTS PAYABLE CHECK RUNS FROM NEW WORLD	AUG 19, 2021 - SEPT 8,2021	572,330.83
ACCOUNTS PAYABLE CHECK RUNS FROM MUNIS	AUG 26, 2021- SEPT 8, 2021	1,023,281.40
MUNICIPAL COURT ACCOUNT CHECK RUN FOR ASIFLEX	AUG 20, 2021 -AUG 31,2021	58,371.57
	AUG 17,2021 - AUG 30, 2021	5,123.40
TOTAL: \$		<u><u>1,659,107.20</u></u>

SPECIAL REVENUE FUND

PARK DISTRICT

HORN CONSTRUCTION LLC	LIONS PARK RESTROOM PR642108	43,058.92
-----------------------	------------------------------	-----------

ENTERPRISE FUNDS

WATER

FERGUSON ENTERPRISES INC #109	M510M TC WALL MOUNT RADIO READ MXU UNITS	43,816.41
FIRST AMERICAN TITLE CO	WTP LAND ACQUISITION	61,421.00

STORM DRAIN

WESTERN MUNICIPAL CONSTRUCTION	OF 1463.1 VALERIA WAY 4 STORM DRAIN REPL PH 2	143,179.84
--------------------------------	---	------------

INTERNAL SERVICES FUND

CENTRAL GARAGE

MOUNTAIN VIEW CO-OP	DIESEL/GASOLINE 565,908 GALLONS AT \$2.80 PER GALLON	40,167.93
---------------------	--	-----------

TRUST AND AGENCY

COURT TRUST MUNICIPAL COURT

CITY OF GREAT FALLS	FINES & FORFEITURES COLLECTIONS	49,477.57
---------------------	---------------------------------	-----------

PAYROLL CLEARING

STATE TREASURER	MONTANA TAXES	49,576.00
FIREFIGHTER RETIREMENT	FIREFIGHTER RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	52,465.86
STATEWIDE POLICE RESERVE FUND	POLICE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	67,606.38
PUBLIC EMPLOYEE RETIREMENT	EMPLOYEE CONTRIBUTIONS	133,269.76
US BANK	FEDERAL TAXES, FICA & MEDICARE	215,168.37

UTILITY BILLS

NORTHWESTERN ENERGY	SLDR CHARGES FOR AUGUST 2021	67,466.30
---------------------	------------------------------	-----------

CLAIMS OVER \$25000 TOTAL:

\$ 966,674.34

CITY OF GREAT FALLS, MONTANA

COMMUNICATION TO THE CITY COMMISSION

DATE: September 21, 2021

ITEM: CONTRACTS LIST
 Itemized listing of administratively approved contracts.
 (Listed contracts are available for inspection in the City Clerk’s Office.)

PRESENTED BY: Lisa Kunz, City Clerk

ACTION REQUESTED: Ratification of Contracts through the Consent Agenda

MAYOR’ S SIGNATURE: _____

CONTRACTS LIST

	DEPARTMENT	OTHER PARTY (PERSON OR ENTITY)	PERIOD	AMOUNT	PURPOSE
A	Park & Recreation	I-V Enterprises, LLC dba Ivers Construction and Concrete	09/21/2021- 12/31/2021	\$53,394	Public Works Construction Agreement for work on a portion of the Gibson Pond retaining wall to prevent further rotation of the base inwards towards the pond OF 1737.4

B	Park & Recreation	Electric City Baseball Academy (ECBA)	09/07/2021-12/31/2021	NA	Assumption of Lease Agreement - the Great Falls American Legion Baseball Club entered into a Merger Agreement with the Electric City Baseball Academy (ECBA). ECBA desires to assume the lease entered into between the City and the Great Falls American Legion Baseball Club under the same terms and conditions for property described as a tract of land located in the E1/2 of Section 13, T20N, R3E, PMM - Lot 3, Block 1, Missouri River Manor Addition (CR 090611.5)
C	Great Falls Fire Rescue	US Department of Homeland Security – Federal Emergency Management Agency (FEMA)	08/30/2021-08/29/2022	\$6,580.00 \$313.33 (City Match) \$6,266.67 Grant Award	FY 2020 Fire Prevention & Safety Grant Award #EMW-2020-FP-00905 for fire and arson investigation equipment to enhance the safety of the public and firefighters with respect to fire-related hazards and supporting firefighter health and safety research and development
D	Planning & Community Development	Damon and Tenella Carroll Montana Department of Transportation	Ten years, with successive one year renewals unless terminated or superseded by a new	Developer shall pay all costs associated with necessary approvals and permits necessary to complete the work in the public right-of-	Assumption Agreement to construct a new building on the property located at 4100 2 nd Avenue North for an apartment complex (Copper View 12-Plexes) And City/State Memorandum of Agreement 2 nd Avenue North/U-5210A, Great Falls, setting forth the respective responsibilities associated with the

			agreement	way	installation and maintenance of sidewalk, curb and gutter, and landscaping and irrigation equipment within the 2 nd Avenue North right-of-way project
E	Public Works – Engineering	Montana Department of Transportation	Ten years, with successive one year renewals unless terminated or superseded by a new agreement	N/A	Construction and Maintenance Agreement UPP 5220(8) Fox Farm Road-Great Falls UPN 9759000 for Fox Farm mill and overlay construction and maintenance project OF 1739.3
F	Public Works – Engineering	GPD PC – Consulting Engineers	09/2021-12/2022	\$56,620	Professional Services Agreement to design and provide construction administration services for the Wastewater Treatment Plant Solids Processing Building Heating, Ventilation, and Air Conditioning (HVAC) project OF 1633.3
G	Park & Recreation	Snack Shack – Jonathan Bass	05/15/2022-09/15/2024	10% of gross sales or \$3,000/yr, whichever is greater	Extension of Concessionaire Lease Agreement to provide food and beverage concessions in the restroom building in Gibson Park

CITY OF GREAT FALLS, MONTANA

COMMUNICATION TO THE CITY COMMISSION

DATE: September 21, 2021

ITEM: GRANTS LIST
 Itemizing grants not otherwise approved or ratified by City Commission Action
 (Listed grants are available for inspection in the City Clerk’s Office.)

PRESENTED BY: Lisa Kunz, City Clerk

ACTION REQUESTED: Ratification of Grants through the Consent Agenda

MAYOR’S SIGNATURE: _____

GRANTS

	DEPARTMENT	OTHER PARTY (PERSON OR ENTITY)	PERIOD	GRANT AMOUNT REQUESTED	MATCH	PURPOSE
A	Public Works	Montana Department of Military Affairs Disaster & Emergency Services Division	06/2021 – 12/2025	\$441,744.90 (original amount) \$474,944.30 (amended amount)	\$110,436.23 (original amount) \$118,736.08 (amended amount)	Ratification of HMGP–FM-5324 grant application, as amended, for Phase 2 of the Black Eagle bank stabilization project for an additional 765 feet of river bank stabilization along the Missouri River to protect critical infrastructure from continued erosion including existing City Sanitary Sewer Utility that services the entire Black Eagle area and the River’s Edge Trail. OF 1693.0 (CR: 061521.11A)



Commission Meeting Date: September 21, 2021
CITY OF GREAT FALLS
COMMISSION AGENDA REPORT

Item: Set Public Hearing for Lease of City Owned Property

From: Park and Recreation

Initiated By: Boys and Girls Club of Cascade County

Presented By: Steve Herrig, Park and Recreation Director

Action Requested: Set a Public Hearing for the lease of City Owned Property located at 600 1st Ave. S.W. for October 5, 2021.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (set/not) a public hearing for the lease of City Owned Property located at 600 1st Ave. S.W. for October 5, 2021.”

2. Mayor requests a second to the motion, public comment, Commission discussion, and calls for the vote.

Staff Recommendation:

Staff recommends that the City Commission set a public hearing for the Boys and Girls Club of Cascade County Lease Agreement for October 5, 2021.

Background:

The property (formerly referred to as the Westside Community Center) is an 8,693 square foot masonry building located at the southwest corner of the intersection of Sixth Street Southwest and First Avenue Southwest. The legal description of the property is Lot 6 and 7, Block 575, Fifth Addition to Great Falls, Cascade County, Montana.

The proposed lease with the Boys and Girls Club of Cascade County is for five (5) years, September 1, 2021 through August 31, 2025. The rental is one dollar (\$1.00) for the term of the lease. The Boys and Girls Club of Cascade County is responsible for improvements, repairs and maintenance of the facility.

The Boys and Girls Club was granted a lease for the Westside Community Center in 1999 for the term of ten years beginning June 15, 1999 through June 14, 2010. In addition, the Boys and Girls Club was granted first option to purchase the property at a fair market value to be determined by an independent appraisal. The rental rate was established at Two Hundred Dollars (\$200) per month for the first two years of the agreement, with incremental increases thereafter. Beginning December of 2006, the City agreed to waive the rental fee. The lease was renewed in 2013 for five years for \$1 for the term of the lease.

As required by Title 3, Chapter 4, OCCGF, before final consideration of a lease of City property, the City Commission shall hold a public hearing. Bids were not solicited for this lease since City ordinance provides an exception "where the use is to continue for a public purpose and the same is subject to a revision to the City should use ever be changed to any other purpose". Approval of the lease will require a four-fifths (4/5) vote of all the members of the City Commission.

Fiscal Impact:

If the lease is not approved, the City will be responsible for repairs and maintenance of the building.

Concurrences:

During their September meeting the Park and Recreation Advisory Board recommended approval of the lease agreement.

Alternatives:

The alternative would be not set a public hearing therefore denying the lease to the Boys and Girls Club of Cascade County and displace their youth program.

Attachments/Exhibits:

Boys and Girls Club Lease Agreement

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2020, by and between Boys and Girls Club of Cascade Country, whose business address is P.O. Box 652, Great Falls, MT 59403, (hereinafter referred to as "Lessee"), and the City of Great Falls, a municipal entity in the State of Montana, whose address is P. O. Box 5021, Great Falls, MT 59403 (hereinafter referred to as "City"), and collectively referred to as "The Parties."

RECITALS

WHEREAS, Lessee desires to enter into this Lease Agreement (hereinafter, the "Agreement") for use of a portion of the City-owned property described as 600 1st Ave SW, Great Falls, Montana. Legal Description of property is Lot 6 and 7, Block 575, Fifth Addition of Great Falls, Cascade County, Montana (hereinafter referred to as the "Property"), for the purpose of conducting activities and administration of a non-profit organization (hereinafter referred to as the "Use"); and

WHEREAS, the City deems it to be in the public interest to provide its citizens and the general public with services contemplated by Lessee's Use of City Property as stated herein.

NOW THEREFORE, The Parties do hereby covenant and agree as follows:

GRANT AND CONDITIONS OF USE

The City, for and in consideration of the fees to be paid and the covenants herein, does hereby grant unto Lessee the Use of a portion of the City Property and adjoining Property abutments for the purpose stated above. Lessee agrees to Use the Property during the term of this Agreement only for such Use. Lessee further agrees that it will not make or suffer any unlawful, improper or offensive use of the Property, or in any way use or occupy the same contrary to any law of the United States, State of Montana or any ordinance of the City, now or hereafter made. Lessee agrees that it will not conduct activities in which flames, flammable or hazardous materials are involved without the prior approval of the Great Falls Fire Rescue Department. Lessee shall not commit, or suffer to be committed, any nuisance or any waste on the Property. Lessee agrees that no use shall be made or permitted to be made of the Property, or acts done, which will cause a cancellation of any insurance policy covering the Property or any part thereof.

Lessee shall not injure, mar or in any way deface or alter the Property and shall not cause or permit anything to be done whereby said Property shall be in any manner injured, marred, defaced or altered without prior written permission from the City. Lessee agrees that no fixture, building, structure, or other permanent installation will be constructed or placed upon the property except as herein provided or otherwise authorized by the City. The City reserves the

right to enter upon the property and remove, after notification, any obstacles or structures that may be hazardous to the public. Lessee shall refrain from depositing or discharging any hazardous materials upon the Property or in the Use Area, either intentionally or negligently. Lessee agrees to pay the City, separate from the Use Fee for any special maintenance, damage and repairs caused by Lessee’s Use.

CONDITION OF PROPERTY

Lessee acknowledges familiarity with the Property’s condition and acknowledges no representation, statement or warranty, expressed or implied, has been made by or on behalf of City as to such condition. In no event shall City be liable for any defect in such property or for any limitation on its use. The taking of possession of the Property shall be conclusive evidence that Lessee accepts the same “as is” and that the Property was in good condition at the time possession took place. Lessee agrees to accept the Property in the condition in which it exists at the date of taking possession, without representation or warranty, express or implied, in fact or by law, by City, and without recourse to the City as to the nature, condition or unsuitability thereof, or as to the Use to which the Property may be put.

At the expiration of this Agreement, Lessee shall quit and surrender the Property in as good condition as when received, reasonable wear and tear and damage excepted.

TERM

The Term of this Agreement is five (5) years, effective September 1, 2021 and expiring August 31, 2025. Upon expiration of this Agreement, Lessee, or its successors or assigns, may request execution of a new Agreement. If any extension of this Agreement is granted by the City, the City reserves the right to negotiate any conditions and covenants of the extension of this Agreement, including but not limited to the Use Fee.

Notwithstanding the above term of lease, this lease is terminated if the Lessee’s use of the Property ceases to be for a public purpose, the use of the Property immediately reverts to the City of Great Falls and the lease agreement cancelled.

LEASE FEE

The Fee for Lessee’s Use of the City-owned Property is one dollar (\$1.00), and other valuable consideration, for the term of this lease. Failure of Lessee to pay the full Lease Fee amount at the execution of this Agreement renders this Agreement void.

LIAISON

For this Agreement, the contact for Lessee is **Sonya Smith, Executive Director**; and the contact for the City is **Steve Herrig, Park and Recreation Director**.

LIENS, INDEMNITY & INSURANCE

City's Property shall not be subject to or permitted to become subject to any lien or claims from or arising out of the use and occupation of the leased premises by Lessee. If and in the event such liens or claims arise or occur, Lessee shall promptly and forthwith cause the same to be released or discharged to the extent that the interest of City is encumbered thereby.

Lessee agrees to protect, indemnify, defend, and save harmless the City against and from any and all claims, liabilities, demands, causes of action, judgments (with any costs and fees that might be awarded), attorney's fees, and losses to the City arising in favor of or asserted by any person or entity on account of personal injury, death or damage to property arising out of, in connection with, or incidental to the negligence or willful misconduct of Lessee, or its agents or employees.

For this purpose, Lessee shall provide City with proof of Lessee's Commercial General Liability insurance issued for personal injury and property damage in amounts not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. Each coverage shall be obtained from an insurance company that is duly licensed and authorized to transact insurance business and write insurance within the state of Montana, with a minimum of "A.M. Best Rating" of A-, VI, as will protect the Lessee, the City and its officers, employees, agents, and representatives from claims for bodily injury and/or property damage which may arise from the Use under this Agreement. The City shall be included or named as an additional or named insured on the Commercial General Liability policy. Additional Insured Endorsement must be provided as evidence that the City is an additional insured on the insurance policy. The insurance must be in a form suitable to City.

Lessee shall also maintain, at its own expense, insurance covering Lessee's personal property, supplies and equipment in an amount equal to its replacement cost.

MISCELLANEOUS PROVISIONS

Lessee may not assign, rent, permit the Use of or otherwise transfer Lessee's rights in this Use Agreement without the prior written consent of City.

This Agreement does not vest Lessee with any compensable interest in the Property or property underlying or adjoining the Use Area. This Agreement is a personal license for Lessee to utilize the Property for the Use stated herein and within the Use Area and does not create any real property right to the benefit of Lessee.

Lessee, either as an individual or on behalf of a group or organization, hereby agrees that this permit shall not be used in any manner that would discriminate against any person or persons on the basis of sex, marital status, age, physical or mental handicap, race, creed, religion, color, national origin, or any other classification protected under law.

Lessee shall not assign or transfer this Use Permit or sublet any portion thereof without the written consent of the City.

Lessee agrees that the City and/or its designated representatives may enter upon the used facilities as herein before described at all reasonable times to make inspection in conformity with this Use Permit.

Lessee shall pay for the use and maintenance of utility services on the premises, including but not limited to gas, electricity, sanitation, water and telephone.

Lessee shall provide custodial services or contract with a professional custodial company to insure the entire area is cleaned on a daily basis. If facilities are not cleaned to acceptable standards, the City may have the facilities cleaned and charge the Lessee the entire cost.

Lessee shall conduct ordinary day-to-day maintenance and repair necessary to keep both the interior and exterior of the premises in a good state of repair and acceptable condition. Maintain property in a functional condition, inspect facilities on a regular basis to determine any hazardous conditions which may exist, and take immediate action to correct such conditions if they exist.

The City hereby covenants and agrees that if during the term of this agreement, Lessee makes substantial repairs to the roof at its cost, and keeps the roof in a good state of repair and acceptable condition, and the City terminates the Use Agreement during the term of this agreement, the City will reimburse Lessee for a pro rata share of the reasonable costs of roof repairs or replacement.

Lessee will be responsible for all repair and maintenance of the HVAC system. The Lessee will enter into a maintenance agreement with a qualified company to perform inspections and maintenance of the roof top units/HVAC system.

Lessee shall not display signs, or advertising material of any kind, on the exterior of the building except with prior approval from the Park and Recreation Director.

Lessee shall not use or occupy the Premises for any hazardous and/or unlawful purpose, and will conform to and obey all present and future laws, ordinances, and all rules and regulations of all governmental authorities or agencies, respecting the use and occupation of the premises.

At the expiration or prior to termination of this lease and any extension thereof, Lessee will leave the Property in as good condition as received, except for reasonable wear and tear.

APPLICABLE LAW

This Agreement and any extensions hereof shall be governed and construed in accordance with the laws of the State of Montana.

IN WITNESS WHEREOF, the parties hereto have caused their hands and seals to be fixed the day and year first hereinabove written.

Lessee

By:_____
Signature

Its:_____
Title

and approval of this document was conducted solely from the legal perspective, and for the benefit, of the City of Great Falls. Other parties should not rely on this approval and should seek review and approval by their own respective counsel.

CITY OF GREAT FALLS

Gregory T. Doyon, Manager

ATTEST

Lisa Kunz, City Clerk

APPROVED FOR LEGAL CONTENT*

Sara R. Sexe, City Attorney

*By law, the City Attorney may only advise or approve contract or legal document language on behalf of the City of Great Falls, and not on behalf of other parties. Review



Commission Meeting Date: September 21, 2021
CITY OF GREAT FALLS
COMMISSION AGENDA REPORT

Item: Resolution 10425, titled “A Resolution Declaring Certain Property Located at 1915 6th Avenue North, Lot 11 Block 147, Great Falls 3rd a Nuisance, order the Nuisance be abated and authorize City Staff to force abatement if necessary.”

From: Craig Raymond, Director, Planning and Community Development

Initiated By: City of Great Falls

Presented By: Craig Raymond, Director, Planning and Community Development

Action Requested: Conduct a public hearing and adopt Resolution 10425 Declaring Certain property located at 1915 6th Avenue North, a Nuisance, order the Nuisance be abated and authorize City staff to force abatement if necessary.

Public Hearing:

1. Mayor conducts public hearing, pursuant to OCCGF 1.2.050 and Title 17, Chapter 16, Article 6.
2. Mayor closes public hearing and asks the will of the Commission.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (adopt/deny) Resolution 10425, Declaring Certain property located at 1915 6th Avenue North, Lot 11 Block 147, Great Falls 3rd, Cascade County, Montana, a Nuisance, order the Nuisance be abated and authorize City Staff to force abatement if necessary.”
2. Mayor requests a second to the motion, Commission discussion, and calls for the vote.

Staff Recommendation: Staff recommends the City Commission adopt Resolution 10425, Declaring Certain Property located at 1915 6th Avenue North, a Nuisance.

Summary: Beginning in June 2020, and continuing through May 2021, the Great Falls Planning and Community Development Department received multiple complaints about the condition of the property owned by Emily Moore located at 1915 6th Avenue North. Initial complaints began with property maintenance violations in June 2020 as well as additional complaints due to an extensive fire in January 2021. The Department made all efforts to work with Emily Moore to bring the property into compliance prior to the fire. Violation and notice letters were mailed on June 26, 2020, August 6, 2020, August 20, 2020, and May 10, 2021, in hopes that the Official Code of the City of Great Falls (OCCGF) violations on the property would be corrected, but compliance never occurred. Due to the owner’s non-compliance

with property maintenance before the home fire, a Municipal Court Complaint was filed in January 2021 against Emily Moore for maintaining a public nuisance. Following the submission to Municipal Court, the Department made several attempts to work with Emily Moore again with an in office visit, telephone calls, and a site visit but were unsuccessful each time. Shortly after the fire in January 2021, the Building Safety Division requested entry and were subsequently denied into the home to assess damage. Emily Moore eventually allowed the Building Safety Division entry on March 11, 2021. At that time, the Building Official deemed the home a complete loss and notified the owner it would have to be razed for safety purposes. Emily Moore assured city staff that the deferred maintenance of the property would be brought into compliance and address the dilapidated and unsafe structure due to the recent fire. Based on the observations from the public right of way and onsite visit, violations were shown to exist consistent with the history of complaints. As of June 9, 2021, the violations were still present.

The property maintenance violations on the property include, but are not limited to:

1. Persons occupying a recreational vehicle on the property not located in the required zoning district which allows “camping”;
2. Inoperable red and silver suburban with no visible license plate and illegally parked on the property; and
3. Exterior storage/salvage materials between the residence and garage/shed, near the alley, and front/side yards and public boulevard including, but not limited to, multiple lawn mowers, pallets, trash, tires, etc.
4. Residential structure and foundation severely dilapidated and in unsafe condition due to the recent fire and deferred maintenance.

Based on these continued deficiencies and OCCGF violations, Staff concludes that the subject property constitutes a Nuisance as defined by OCCGF Title 8, Chapter 49, and should be subject to forced abatement pursuant to that chapter. For further information, see attached Exhibits.

The Title Commitment from Legacy Title of Montana LLC acquired on April 26, 2021 indicated that Emily Moore was the owner of the property. The City mailed Emily Moore a letter dated May 10, 2021 (by regular USPS mail, certified mail, and posted the letter on the property) requiring the violations be corrected within 30 days. The owner did not complete the required abatement. The City then mailed a Public Hearing Notice dated July 20, 2021 (by regular USPS mail, certified mail, and posted the notice on the property) requesting complete abatement in 30 days by removing or taking the appropriate action to correct the nuisance. A Notice of Public Hearing was published on September 12 & 19, 2021 in the Great Falls Tribune.

Concurrences: Legal Department

Alternatives: The Commission could deny Resolution 10425. If the City Commission denies Resolution 10425, the Nuisance will not be abated for the foreseeable future.

Fiscal Impact: The total cost of the abatement of removal of the non-compliant vehicles, removal of rubbish/exterior storage, razing of the residential structure and foundation on the property, is unknown at this time. Funds from the Hazard Removal Fund will be used to carry out abatement if necessary.

However, the continued presence of these conditions propagates blight and slum, thereby decreasing surrounding property values.

Attachments/Exhibits:

Resolution 10425

10 day Nuisance Letter

Public Hearing Notice Letter

Photo Set 1

Photo Set 2

Photo Set 3

Photo Set 4

Photo Set 5

Photo Set 6

Photo Set 7

Photo Set 8

Photo Set 9

Photo Set 10

Photo Set 11

Photo Set 12

Photo Set 13

Photo Set 14

Photo Set 15

Photo Set 16

Photo Set 17

Photo Set 18

RESOLUTION 10425

A RESOLUTION DECLARING CERTAIN PROPERTY LOCATED AT 1915 6TH AVENUE NORTH, CASCADE COUNTY, MONTANA, A NUISANCE, ORDER THE NUISANCE BE ABATED, AND AUTHORIZE CITY STAFF TO FORCE ABATEMENT IF NECESSARY.

WHEREAS, Emily Moore, (hereinafter “property owner”), owner of the real property and structures located at 1915 6th Avenue North, Lot 11 Block 147, Great Falls 3rd, Cascade County, Montana, and within the incorporated boundaries of the City of Great Falls, was given notice pursuant to the Official Code of the City of Great Falls (OCCGF) Section 8.49.040, of a hearing before the City Commission on July 19, 2021, wherein said property owner was informed the City Commission would proceed to hear the testimony of City personnel and the testimony of any other interested party, who may be present, and desire to testify respecting the condition of the property; and

WHEREAS, said property owner was informed that the City Commission upon the conclusion of the hearing, would by resolution, declare its findings, and may declare the property to be a nuisance, and direct the owner to physically commence abatement of the nuisance within ten (10) days, and to complete said abatement within thirty (30) days, by having the property demolished, removed, or other appropriate act necessary to cure the nuisance; and

WHEREAS, said property owner was informed that failure to abate the nuisance would result in the property being subject to demolition, removal, or other appropriate act, as the case may be, by the City and the expenses thereof shall remain a lien on the property; and

WHEREAS, the City Commission has conducted the hearing on September 21, 2021, regarding the property pursuant to OCCGF Section 8.49.050, hearing the testimony of the City personnel and the testimony of any other interested party, who was present, and desired to testify respecting the condition of the property, removal or other appropriate action.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA:

1. Staff and other interested parties having presented evidence of the condition of the subject property, and having described the condition of the subject property, the City Commission does hereby find the same to be a nuisance pursuant to OCCGF Section 8.49.040, and hereby directs the owner to commence abatement within ten (10) days of the date of this resolution to the satisfaction of the Great Falls Planning and Community Development Director, pursuant to OCCGF Section 8.49.050.

- 2. It is further ordered that, abatement, to the satisfaction of the Planning and Community Development Director, be completed within thirty (30) days of the date of this resolution, pursuant to OFFGC Section 8.49.050.
- 3. It is further ordered that, if the owner fails to abate said nuisance as ordered and within the time allowed, the City Staff is directed to take any and all steps necessary to abate the nuisance with all expenses to attach as a lien against the property.
- 4. This Resolution shall be effect for a one (1) year period from the date below.
- 5. City staff shall serve said property owner with a copy of this resolution by certified mail, postage prepaid, and return receipt requested, as required by Section 8.49.050, OCCGF.

BE IT FURTHER RESOLVED BY SAID CITY COMMISSION that this Resolution shall become effective immediately upon its passage and approval.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on September 21, 2021.

Bob Kelly, Mayor

ATTEST:

Lisa Kunz, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT

Jeffrey Hindoien, City Attorney



Planning & Community Development
 Room 112
 2 Park Drive South
 Great Falls, MT 59401

May 10, 2021

Emily Joyce Moore
 1915 6th Avenue North
 Great Falls, MT 59401

Re: 1915 6th Avenue North, Great Falls, MT 59401; Emily Joyce Moore property

Dear Emily Joyce Moore:

I am writing this letter to you as the legal property owners of the above referenced property. If you no longer own this property, please advise me as soon as possible.

As you know, your home at 1915 6th Avenue North caught fire on January 8th, 2021. The Building Official requested entry to the home shortly after the fire to assess fire damage but was denied. After notifying you of the other existing violations by mail and telephone conversations, the Building Official and Building Inspector were permitted by you to perform an onsite inspection on March 11, 2021. After a thorough inspection, the Building Official deemed your home unfit for human habitation or occupancy. At that time, you were informed that the home was a total loss. You agreed to start home demolition and property clean up immediately. On April 21, 2021 the Building Official and Code Enforcement Specialist spoke with you via phone to follow up on demolition progress. You stated that nothing had been removed or hauled away. During that conversation, I again told you that it was imperative to start the demolition immediately. On May 4th, 2021 our Code Enforcement Specialist did a site inspection and again, no progress has been made.

Based on my observations of the property, it is my professional opinion that the current condition of the property constitutes a nuisance.

Pursuant to OCCGF 8.49.030, I am now providing you notice of the deficiencies observed on the above cited property. The deficiencies on the exterior of the property include:

1. Individual(s) occupying a recreational vehicle on the property not located in the required zoning district for "camping". See OCCGF 17.20.3.060.
2. Red and silver Chevy suburban with no visible license plate, recreational vehicle with expired license plate. See OCCGF 10.13.010.
3. Large amount of miscellaneous debris, exterior storage/salvage materials in the alley, back, side, and front yards of. See OCCGF 8.51.030. See International Property Maintenance Code (IPMC) 302 and 308.

4. The entire residential structure and foundation is severely dilapidated and unsafe condition due to the recent fire and deferred maintenance. See International Property Maintenance Code (IPMC) 108, 109, 110, 304 and 305.

This property has been an on-going nuisance and eyesore over the past months which affect the safety and aesthetics of the neighborhood. The above cited deficiencies constitute a condition that is, in my professional opinion, injurious to health, is indecent or offensive to the senses, is an obstruction to the free use of another's property, so as to interfere with the comfortable enjoyment of life or property of others, and its appearance is blight to the community. This condition constitutes a nuisance pursuant to OCCGF 8.49.010.

Pursuant to OCCGF 8.49.030, I am now providing you notice of the abatements that are required to be made to mitigate the nuisances listed at the above cited property. The required improvements and clean-up include:

1. Cease occupying the recreational vehicle and move it to an appropriate zoning district allowing "camping".
2. License any and all vehicles located on the property.
3. Remove all debris/rubbish/exterior storage/salvage materials, and trash on the property.
4. Demo the dilapidated house and foundation. Backfill excavated hole with clean dirt.

Pursuant to OCCGF 8.49.030, you will have ten (10) days as of the date that this notice was mailed to you to commence the improvements listed above. You will have thirty (30) days to complete the requirements listed above or provide proof of substantial compliance. If the improvements are not commenced and completed with-in the required time parameters, the Great Falls Planning and Community Development Department will pursue further administrative action on the subject property, pursuant to OCCGF 8.49.040-.090.

Sincerely



Craig Raymond
Great Falls Planning and Community Development Director

- c. Greg Doyon, City Manager
Sara Sexe, City Attorney
CB1 Inc/CBM Collections, PO Box 7429, Missoula MT 59807



Planning & Community Development
Room 112
2 Park Drive South
Great Falls, MT 59401

July 20th, 2021

Emily Moore
1915 6th Avenue North
Great Falls, MT 59401

Re: 1915 6th Avenue North, Great Falls, MT 59401; Moore Property.

Dear Emily Moore,

I am writing this letter to you as the legal recorded owners of the above referenced property. If you no longer own the property, please advise me as soon as possible.

You are hereby advised that pursuant to the Official Code of the City of Great Falls (OCCGF) § 8.49.040 that a Great Falls City Commission meeting is scheduled for September 21, 2021, at 7:00 p.m. This City Commission meeting will be held pursuant to OCCGF § 8.49.050. At said City Commission meeting, the Commission will proceed to hear the testimony of the City personnel and the testimony of any other interested party who may be present and desire to testify respecting the condition of the above stated property. Apparent conditions on the property constitute a violation of the OCCGF §§ 8.49.030, 8.51.030, 10.13.010, 17.20.3.060, International Property Maintenance Code (IPMC) §§ 108, 109, 110, 304 and 305. Based on the observations of the property, it is my professional opinion, that the current condition of the property constitutes a nuisance including but not limited to non-compliant vehicles on the property, exterior storage, individuals occupying a recreational vehicle on the property that isn't properly zoned, entire residential structure and foundation is severely dilapidated, unsafe and not fit for human occupancy due to deferred maintenance and recent fire.

See attached Summary of Inspection Statement for a list and description of observed violations.

You are hereby advised that pursuant to OCCGF § 8.49.050, upon the conclusion of the hearing, the City Commission will, by resolution, declare its findings and in the event it so concludes, it may declare the property to be a nuisance and direct you to physically commence abatement of the nuisance within ten (10) days, and to complete said abatement within thirty (30) days, by removing or taking the appropriate act necessary to cure the nuisance. Additionally, such resolution shall further notify you that if the nuisance is not abated, the property will be subject of repair, removal, or other appropriate act, as the case may be, by the City and the expenses thereof shall remain a lien on the property.

Finally, you are also hereby advised that if the City Commission declares the property to be a nuisance by resolution, the City Clerk shall file a certified copy of the resolution declaring real property a nuisance with the Cascade County Clerk and Recorder. If you have any questions, please contact the Code Enforcement Officer, Heather Rohlf, at 406-455-8574 by Email at codeenforce@greatfallsmt.net or in room 112, Planning & Community Development Department at the Civic Center located at #2 Park Drive and Central Avenue.

Sincerely,

A handwritten signature in black ink, appearing to read 'Craig Raymond', with a long horizontal flourish extending to the right.

Craig Raymond
Great Falls, Planning & Community Development Director

cc: Greg Doyon, City Manager
Sara Sexe, City Attorney
CB1 Inc/CBM Collections, PO Box 7429, Missoula MT 59807







































Commission Meeting Date: September 21, 2021

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Resolution 10427- A Resolution By The City Commission Of The City Of Great Falls, Montana, To Establish Planning and Community Development Engineering Fees In The City Of Great Falls

From: Craig Raymond, Director, Planning & Community Development

Initiated By: Craig Raymond, Director, Planning & Community Development

Presented By: Craig Raymond, Director, Planning & Community Development

Action Requested: Conduct the Public Hearing and Adopt Resolution 10427

Public Hearing:

1. Mayor conducts public hearing, pursuant to OCCGF 1.2.050 and Title 17, Chapter 16, Article 6.
2. Mayor closes public hearing and asks the will of the Commission.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (adopt/deny) Resolution 10427.”
2. Mayor requests a second to the motion, Commission discussion, and calls for the vote.

Staff Recommendation: Staff requests that the City Commission conduct a public hearing to receive testimony related to a proposal to establish fees for land development engineering review and other miscellaneous work as performed by Planning & Community Development Department Engineers.

Summary: Many development projects in Great Falls require the installation of public infrastructure and/or other facilities that are not covered by other building permit review processes such as the construction of new public streets, on-site storm water treatment and retention/detention systems and water and/or sanitary sewer service lines. A new fee proposal has been developed that provides a fair, transparent and predictable methodology to cover costs associated with development review and engineer construction oversight activities. Additionally, P&CD engineering staff perform project management services for other city departments during the design, contracting and construction phases of capital facility projects

Background: As early as November 2019, the City was preparing to transfer plan review, construction oversight and project management duties from the Engineering Division of Public Works to Planning & Community Development. As part of the transfer of duties, a different funding strategy and budget was developed to finance the staff FTE's along with related operational costs. Once the revenue source and budget parameters were known, staff then relied on feedback received as a result of numerous interviews and discussions conducted by Deputy City Manager Chuck Anderson. While the focus of the discussions and interviews was on the development review process in a broader context, dissatisfaction with how and when infrastructure permit review and inspection fees were charged was a recurring theme. The fee system in place at the time was based on charging by the hour at the then current rate. The dissatisfaction with this system centered on the following concerns: 1) the inability of City staff to determine the total billing cost for development projects prior to their completion, 2) inconsistent billing periods and 3) a lack of detail and transparency on the invoices to itemize what work had been completed during that billing period. The requested outcome was a fee process that was fair, predictable, consistent and transparent.

With our marching orders in hand, representatives from P&CD and Engineering began working through different approaches to achieve these specific goals. While multiple possibilities were identified, the preferred proposal at that time was a flat percentage based on total construction cost of the public infrastructure being built under the permit. It was at this time that staff sought to create a development community working group with broad but targeted experienced representation that included developers, engineers, architects and commercial builders. The purpose of the working group was to present the fee proposal and to receive feedback. Ultimately, the general consensus of the group is that the flat percentage fee proposal was not acceptable. Beyond that however, consensus on what was acceptable was not clear. It became apparent to staff that different members of the group had differing priorities and different viewpoints on what was the fairest system. It's probable that each viewpoint could have been based on that individual's typical development scale and scope, their role in the development process and past experience with the city review and permitting process. Again, the working group was a broad representation of the development community that had differing levels of experience in designing and/or installing city subdivisions and infrastructure projects.

It was during these working group discussions that the idea of a hybrid proposal began to percolate and rise to the surface for consideration as a viable compromise. This is also when the idea of a "sliding scale" plan review fee was born. The hybrid proposal takes advantage of the three basic elements of the subdivision and infrastructure review process; plan review, engineer construction oversight and construction inspection services. The "sliding scale" plan review fee that is being proposed is intended to pay for the plan review and engineer construction oversight process. The construction inspection services are proposed to be billed monthly on an hourly basis for inspect-able work during construction. Coincidentally, a sliding scale is the same basic method that traditional building permits have been charged for at least 20 years and has largely been accepted as a fair, predictable and transparent system. The hourly rate represented in Resolution 10427 is proposed to be used for construction management services and other unanticipated miscellaneous billable activities.

The proposed plan review fee outlined in Resolution 10427 was developed by City staff through research of public infrastructure costs from fifteen (15) development projects that were constructed in Great Falls during the past ten (10) years. Once those costs were determined, they were plotted on a graph in comparison to the actual billed costs of City staff time that were necessary to review those projects. That comparison allowed a trend curve to be developed and a fair billing formula to be established based on that trend curve, i.e, the formula reflected in the Resolution – Billing Fee = 3.3182 x ((Infrastructure Cost)^{0.6593}). Examples of how the proposed billing formula works are as follows:

Project # 1 – Public Improvements for the Thaniel Addition

- Total Cost of Installed Public Infrastructure - \$1,810,550.00
- Application of the Proposed Plan Review Billing Fee - \$ 44,327.89
- Cost of the Plan Review Fee as a percentage of Project - 2.45%

Project # 2 – Public Improvements for the Eagle Jet Hangar Project

- Total Cost of Installed Public Infrastructure - \$95,000.00
- Application of the Proposed Plan Review Billing Fee - \$ 6,349.15
- Cost of the Plan Review as a percentage of the Project - 6.68%

The proposed sliding scale fee approach accomplishes the following: (1) it reduces the plan review fee percentage slightly for larger projects; (2) it still compensates staff fairly for review time; and (3) most importantly, can be calculated upfront so developers can better understand this particular “soft cost” component when developing project budgets.

Despite which method is ultimately selected as the adopted fee, time and monitoring will be required to determine if this new fee and process ultimately achieves the original goals and meets the budget parameters.

Fiscal Impact: The total fiscal year budget for two development review engineers is approximately \$228,761. Plan review and construction oversight represent roughly half of the anticipated revenue projections at \$110,364. Miscellaneous permit revenue is projected at \$17,975, Building Safety Division Fund contribution is proposed to be \$50,000 annually and city project management is budgeted at \$50,422.

Alternatives: The City Commission may vote to reject Resolution 10427 in favor of an alternate preferred approach or simply to continue with the current system of charging by billable hours monthly.

Concurrences: Representatives from the Public Works Department were an integral partner in the development of Resolution 10427 as well as Deputy City Manager Chuck Anderson.

Attachments/Exhibits:
Resolution 10427

RESOLUTION NO. 10427

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, TO ESTABLISH PLANNING AND COMMUNITY DEVELOPMENT ENGINEERING FEES IN THE CITY OF GREAT FALLS

WHEREAS, Title 12 of the Official Code of the City of Great Falls (OCCGF) includes provisions for processing of permit applications for construction of or within city boulevards, sidewalks and streets; and

WHEREAS, Title 12 OCCGF includes a provision that the City Commission may, at its discretion, set and revise application fees by resolution; and

WHEREAS, Title 13 of the Official Code of the City of Great Falls (OCCGF) includes provisions for processing of permit applications for construction or modification of Water, Sewer and Storm Drainage Systems; and

WHEREAS, Title 13 OCCGF includes a provision that the City Commission may, at its discretion, set and revise application fees by resolution; and

WHEREAS, Title 17 of the Official Code of the City of Great Falls (OCCGF) includes provisions for processing of applications for land use and development projects; and

WHEREAS, Title 17 OCCGF includes a provision that the City Commission may, at its discretion, set and revise application fees by resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, that:

1. Fees for plan review and engineer construction oversight shall be:
Fee = $3.3182 * ((\text{Infrastructure Cost})^{0.6593})$
2. Engineer construction management services \$108.00 per hour

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, September 21, 2021.

Bob Kelly, Mayor

ATTEST:

Lisa Kunz, City Clerk

(CITY SEAL)

APPROVED FOR LEGAL CONTENT:

Sara R. Sexe, City Attorney



Commission Meeting Date: September 21, 2021
CITY OF GREAT FALLS
COMMISSION AGENDA REPORT

Item: Resolution 10431 - Establishing Fees for the City of Great Falls Engineering Division of the Public Works Department

From: Engineering Division

Initiated By: Public Works Department

Presented By: Paul Skubinna, PE, Public Works Director

Action Requested: Conduct Public Hearing on Resolution 10431

Public Hearing:

1. Mayor conducts public hearing, pursuant to OCCGF 1.2.050 and Title 17, Chapter 16, Article 6.
 2. Mayor closes public hearing and asks the will of the Commission.
-

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (adopt/deny) Resolution 10431.”

2. Mayor requests a second to the motion, Commission discussion, and calls for the vote.
-

Staff Recommendation: Staff recommends the City Commission adopt Resolution 10431, Fees for the City of Great Falls Engineering Division of the Public Works Department.

Summary: Many development projects in Great Falls require the installation of public infrastructure such as water mains, sewer mains, storm mains, and the construction of City roads. After numerous internal discussions and public meetings, it was determined that continuing with the traditional method of charging by the hour for privately installed infrastructure was a fair and preferred method.

Background: The Engineering Division of the Public Works Department is responsible for the inspection of construction for privately installed infrastructure that will be dedicated to the City as part of a subdivision or other development. Most commonly, this includes the installation of streets, water mains, sanitary sewer mains, and storm drains to serve new subdivisions being annexed into the City. The inspection of privately installed infrastructure was originally approved in 2003. Engineering also inspects sidewalks, driveways, curb cuts, fire lines, and sanitary sewer service installation and repairs. Engineering also charges for copies and similar services.

Fees have been adjusted at various times over the years, although the last adjustment was approved in 2014. Inflation and fixed or drastically reduced General Fund reimbursement of unrecovered costs dictate that fees must be adjusted to cover costs. While it should be noted that revenues from construction inspection decreased during the 2008 recession, activity has rebounded to pre-recession levels. It is uncertain at this point how the ongoing global pandemic will effect new development and City growth in the future; however, initial indications are that inflation is rising and much more rapidly, along with increased workload, creating some urgency to adjust these fees now.

Fiscal Impact: Since revenues from inspections are related directly to the level of development and construction activity plus the actual types of work being performed, increases in revenue will vary from year to year. Approving these fees will allow the City to curve its costs, while providing a service critical to reliable infrastructure that is required by the Department of Environmental Quality (DEQ) and at a cost to the contractor that is less than that of a third party hired to perform the same service. As such, the Engineering Division is proposing to adjust the current fees by approximately 2% for each of the last seven years.

Alternatives: The City Commission may vote to reject Resolution 10431 and not increase fees. The result would be to continue losing money with these activities or increase General Fund reimbursement to cover losses.

Concurrences: Representatives from the Public Works Department were an integral partner in the development of Resolution 10431.

Attachments/Exhibits:

Resolution 10431

RESOLUTION NO. 10431

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, ESTABLISHING FEES FOR THE CITY OF GREAT FALLS ENGINEERING DIVISION OF THE PUBLIC WORKS DEPARTMENT

WHEREAS, a primary duty of the Engineering Division of the City of Great Falls’ Public Works Department is to ensure that privately installed infrastructure that will be dedicated to the City meets established standards for quality and durability; and

WHEREAS, said duty requires staff time, equipment, and materials; and

WHEREAS, the Great Falls City Commission adopted Resolution No. 9582 on June 20, 2006, revising the fee schedule for concrete inspect fees, and Resolution No. 9669, on June 19, 2007, revising the fee schedule for Engineering Division Construction Inspect Fees, and Resolution No. 10075 on May 20, 2014, Establishing fees for the Engineering Division;

WHEREAS, since 2014, the cost associated with providing these services have increased; and

WHEREAS, the effects of the ongoing global pandemic will likely result in inflation rising much more rapidly than what happened historically.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, that:

Fees for the Engineering Division of the City of Great Falls’ Public Works Department are established as follows:

A. Subdivision Infrastructure and Extensions

	<u>Current Fees</u>	<u>Proposed Fees</u>
Project Engineer	\$96.00/hour	\$108.00/hour
Inspector	\$59.00/hour	\$66.00/hour
Inspector Overtime	\$71.00/hour	\$80.00/hour

B. Concrete, Sanitary Sewer, and Fire Line Inspections; Boulevard Encroachment Permits

	<u>Current Fees</u>	<u>Proposed Fees</u>
Curb Cut	\$35.00/each	\$40.00/each
Driveway	\$35.00/each	\$40.00/each
Sidewalk (first 100 L.F.)	\$35.00/each	\$40.00/each
Sidewalk (each additional 100 L.F.)	\$5.00/each	\$5.00/each
Sidewalk Replacement	\$25.00/each	\$30.00/each
Curb & Gutter	\$35.00/each	\$40.00/each
Concrete Re-Inspection	\$25.00/each	\$30.00/each

Mudjacking Concrete	\$20.00/each	\$25.00/each
Sewer Service Inspection	\$100.00/each	\$110.00/each
Sewer Service RE-Inspection	\$25.00/each	\$ 30.00/each
Fire Line Inspection	\$59.00/hour (inspector)	\$66.00/hour (Inspector)
	\$96.00/hour (Engineer)	\$108.00/hour (Engineer)
Boulevard Encr. Permit	\$50.00/each	\$50.00/each

C. Plans, Specifications and Copies

- Contract Plans & Specifications Without 24"x36" Sheets: \$30.00
- Contract Planes & Specifications With 24"x36" Sheets: \$25.00 for the first sheet
Plus \$5.00 per each additional sheet
- Contract Plans and Specifications Provided by Consultants: Above Rates, or the
Consultant's Charges Plus 20%
- Auxiliary Reports: \$100.00
- Legal or Letter Size Copies: \$0.25
- 11"x17" Copies: \$0.50
- 11"x17 Aerial Print \$7.00
- 24"x36" Aerial Print \$10.00
- 24"x36" Print: \$5.00
- 1" = 1250' City Base Map: \$7.00
- Outsourced Copying: Cost Plus 50%
- Staff Research: Staff Member's Hourly Pay Rate x 2.90
- Aerial Panels, 2500'x2500', Digital Format: \$35.00 Plus Cost of CDs, Postage and
Handling, if Applicable

BE IT FURTHER RESOLVED that Resolution No. 10075 is hereby superseded by these terms.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on this 21st day of September, 2021.

Bob Kelly, Mayor

ATTEST:

Lisa Kunz, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

Sara R. Sexe, City Attorney



Commission Meeting Date: September 21, 2021
CITY OF GREAT FALLS
COMMISSION AGENDA REPORT

Item: September 7, 2021 Special Commission Meeting Follow-Up to City Manager’s Employment Agreement, Section B. Salary

From: City Commission

Initiated By: City Commission

Presented By: City Commission

Action Requested: Approve Amendment to Section B. Salary of the City Manager’s Employment Agreement

1. Commissioner moves:

“I move that the City Commission (amend/not amend) Section B. Salary, of the Employment Agreement with the City Manager, to read:

A salary increase which equates to a base annual wage of \$_____, payable in accordance with normal City policy and practices effective March 24, 2021. Salary considerations during the remainder of the contract term shall be considered annually based on merit and/or market adjustment.”

2. Mayor requests a second to the motion, public comment, Commission discussion, and calls for the vote.

Summary: This matter came before the Commission for consideration at its duly noticed September 7, 2021 Special Commission Meeting. Human Resources Director Gaye McInerney reviewed base annual wages and compensation packages of similar positions in seven Montana cities. She suggested considering the current Consumer Price Index (CPI), which is five percent. Discussion continued pertaining to the market, compression and determining a fair wage. Mayor Kelly suggested a 2.5% increase, which equates to a base annual wage of \$165,608 or rounded to \$166,000, retroactively effective March 24, 2021. Discussion continued about the appropriate salary increase; however, no motion was made or vote taken.

If the Commission votes in the affirmative to amend Section B. Salary, all other sections of the Employment Agreement approved by the City Commission on June 3, 2020, remain in effect.

Fiscal Impact: The City Manager’s salary is paid from the General Fund. Any increases would impact the General Fund balance and be budgeted for in future budgets.

Attachments/Exhibits:
 Current Employment Agreement



Commission Meeting Date: September 21, 2021
CITY OF GREAT FALLS
COMMISSION AGENDA REPORT

Item: Extension of Anaconda Hills Golf Course and Eagle Falls Golf Club Management Agreement with CourseCo, Inc., d/b/a Great Falls Golf, LLC

From: Park and Recreation

Initiated By: Park and Recreation

Presented By: Steve Herrig, Director of Park and Recreation

Action Requested: Approve Anaconda Hills Golf Course and Eagle Falls Golf Club Management Agreement Extension with CourseCo, Inc., d/b/a Great Falls Golf, LLC

Suggested Motion:

1. Commissioner moves:

“I move the City Commission (approve/not approve) the Extension of Anaconda Hills Golf Course and Eagle Falls Golf Club Management Agreement with CourseCo, Inc., d/b/a Great Falls Golf, LLC for the term February 1, 2022 through January 31, 2025.”

2. Mayor requests a second to the motion, public comment, Commission discussion, and calls for the vote.

Staff Recommendation:

Staff recommends that the City Commission approve a Management Agreement Extension with CourseCo, Inc. for the term February 1, 2022 through January 31, 2025, and authorize the City Manager to sign the Agreement.

Background:

The City entered into an Anaconda Hills Golf Course and Eagle Falls Golf Club Management Agreement with CourseCo, Inc., d/b/a Great Falls Golf, LLC effective December 18, 2018. The term of the agreement is February 1, 2019 through January 31, 2022, with an option to renew for an additional three years.

The Golf Course Fund had been identified as an “at risk fund” for a number of years. In an effort to make the golf courses financially stable and alleviate pressure on the City’s general fund, the decision was made to issue a Request for Proposals (RFP) for management of the two City golf courses, Anaconda Hills and Eagle Falls. An RFP was issued on August 24, 2019 and proposals were due on September 28, 2019. The City received two proposals, one from CourseCo, a company based out of California, and another from the local Great Falls Baseball Club. Both proposers were interviewed by City Staff.

CourseCo has extensive experience managing golf courses, particularly municipal golf courses, and therefore has expertise in working with City Officials, and Boards and Commission. CourseCo presented a dynamic and progressive plan for development of the courses as community assets. They have a robust corporate structure and resources including sales, marketing, human resources, finance, customer service, promotions and industry involvement. They provided a proforma that showed they would have a positive impact on the financial success of the courses. They also had a policy and good track record in retaining the majority of existing employees.

After careful consideration, in-depth interviews, and conference calls, the City entered into a Management Agreement for the term of three years with the option to extend the Agreement if agreed upon by both parties

Fiscal Impact:

In operating the City courses, CourseCo has provided numerous opportunities for cost savings and has generated new revenues in many areas, including operating the concessions at both courses in-house. CourseCo has made several improvements at the courses and has also returned significant revenue to the City annually during the three years of their agreement.

Alternatives:

The alternatives would be to not extend the lease and resume management of the courses, which were previously operating at a loss, or close the courses.

Attachments/Exhibits:

1. Management Agreement Extension

EXTENSION OF ANACONDA HILLS GOLF COURSE AND EAGLE FALLS GOLF CLUB MANAGEMENT AGREEMENT

THIS AGREEMENT is entered into as of this ____ day of _____, 2021, by and between the City of Great Falls, a Municipal Corporation, hereinafter referred to as “CITY,” CourseCo, Inc. d/b/a Great Falls Golf, LLC, hereinafter referred to as “OPERATOR,” and agree as follows:

1. The CITY and OPERATOR entered into a Management Agreement, approved by the City Commission at its December 18, 2018 meeting, regarding management of the Eagle Falls and Anaconda Hills Golf Courses, hereafter referred to as the “Management Agreement”, and Management Agreement Addendum No. 1, approved by the Commission at its August 20, 2019 meeting; and
2. The Management Agreement, at Section 4.2, contained an Option to Renew the Management Agreement for a three year term, beginning February 1, 2022 and ending at January 31, 2025, upon agreement of the parties at least one hundred twenty day prior to the expiration of the initial Term; and
3. The CITY and OPERATOR desire to extend the Management Agreement under the same terms and conditions upon expiration of the initial Term ending January 31, 2022; and
4. All other conditions and provisions of the Management Agreement and Addendum No. 1 remain in full force and effect, and are hereby ratified and affirmed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

COURSECO, INC. D/B/A GREAT FALLS GOLF, LLC

By: _____
Its: _____

CITY OF GREAT FALLS, MONTANA

Greg Doyon, City Manager

ATTEST

CITY SEAL

Lisa Kunz, City Clerk

By: _____
Sara R. Sexe, City Attorney*

*By law, the City Attorney may only advise or approve contract or legal document language on behalf of the City of Great Falls, and not on behalf of other parties. Review and approval of this document was conducted solely from the legal perspective, and for the benefit, of the City of Great Falls. Other parties should not rely on this approval and should seek review and approval by their own respective counsel.



Commission Meeting Date: September 21, 2021

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Parking Operations & Management Contract

From: Craig Raymond, Director, Planning & Community Development

Initiated By: Craig Raymond, Director, Planning & Community Development

Presented By: Craig Raymond, Director, Planning & Community Development

Action Requested: Approve 3 Year Contract for Operations & Management Services

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/not approve) the new 3 year contract for parking operations and management services with SP+, Inc.”

2. Mayor requests a second to the motion, public comment, Commission discussion, and calls for the vote.

Staff Recommendation: After conducting an extensive Request for Proposal process, staff recommends that the City Commission approve the attached 3 year parking operations and management services contract. On December 17, 2020, the Parking Advisory Commission voted unanimously to recommend that the City Commission approve the contract with SP+, Inc.

Summary: In October 2020, Planning & Community Development (P&CD) published a Request for Proposals (RFP) for a Parking Operations and Management Services contract. All submissions were received by the October 30, 2020 submission deadline. In total, there were four qualified proposals to review and score. Subsequent to the review, scoring and interview process, the Parking Advisory Commission voted to recommend that the City Commission approve a contract with SP+, Inc.

Background: The City of Great Falls has utilized a contractor to provide day to day operations and management support for the downtown parking program for many years. SP+ or its affiliated parent company has served the City of Great Falls for most of that period of time. At the time that the one year contract extension was being drafted, the primary motive for limiting the contract extension to one year was to provide a limited amount of time to draft, publish and negotiate a new contract under a completely different approach to parking management in downtown Great Falls. In short, a paradigm shift was thought to possibly be in the best interest of the downtown community as well as the City organization. The goal was to explore a scenario that could potentially all but privatize the parking program while maintaining ownership of the physical parking assets such as the parking garages and surface lots. It was subsequent to the contract extension but prior to engagement of a consultant to write the RFP that COVID-19 interrupted virtually every aspect of our lives including prioritizing parking operations RFP’s. In addition

to this, downtown parking enforcement was suspended for a year, virtually eliminating all revenue sources of the parking program. This put the parking fund balance in an at-risk status where it remains to this day. Given the current state of the parking program revenues, fund balance and lack of ability to complete major repairs and maintenance, it is unlikely that the RFP to privatize City parking operations would generate favorable responses at this time. As such, staff elected to publish another Operations and Management Services RFP to solicit competitive proposals for similar services to what we operate under currently.

Upon receipt of four qualified proposals, staff formed a review committee comprised of two staff members and two Parking Advisory Commission members. Subsequent to reviewing, scoring and discussion of the proposals, it was clear that two proposals rose to the top and were rated very similarly. The top two proposals were submitted by SP+, who is our current provider, and LAZ Parking. It was determined that based on nearly equal scoring of the written proposals that an interview of the top two firms would be helpful in determining who submitted the best proposal and who would likely be the best fit for the City of Great Falls. Both firms submitted respectable proposals and interviewed very well. Ultimately, SP+ scored slightly higher and was deemed to be the favored firm for the next three year contract.

In general, the services and terms of the proposed contract are very similar to previous contracts. Hours attributed to certain tasks have been revised to reflect changing technology and operational needs of the program. For example, some elements of enforcement require less time, while other areas require more because we still have old outdated equipment and technology deployed. In addition to technology considerations, we still have activities such as collecting cash from meters and pay stations that require two staff people to complete due to cash accountability and security best practices.

Fiscal Impact: The total cost of the three year contract is \$1,204,885. Year One will cost \$390,013 which represents a cost savings of \$35,976 over the cost of the one year contract extension terms we are currently under.

Alternatives: The City Commission may reject the proposed 3-year contract and propose an alternative approach to parking management services and contracts.

Concurrences: The Legal Department was involved in the review and modification of the contract and approves of the contract as to form.

Attachments/Exhibits:

Non-Construction Services Agreement

NON-CONSTRUCTION SERVICES AGREEMENT

This **Agreement** is made and entered into by and between the **CITY OF GREAT FALLS, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 5021, Great Falls, Montana 59403 (“**City**”), and **SP Plus Corporation**, a Delaware corporation, of 200 East Randolph Street, Suite 7700, Chicago, Illinois 60601 (“**Contractor**”).

Recitals

A. The City issued a Request For Proposals for downtown Parking Operation and Management Services pursuant to the requirements of all applicable statutes, rules, regulations, and ordinances.

B. The City analyzed all responses to the Request For Proposals received pursuant to its standard practices and the requirements of all applicable statutes, rules, regulations, and ordinances.

C. At its meeting held on _____, the City Commission awarded the bid to Contractor, pursuant to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the covenants, agreements, representations, and warranties contained herein, the parties agree as follows:

Agreement

1. Work to be Performed:

a. A description of the Services and Contractor’s duties is set forth in the Exhibit A, Scope of Work, which is attached hereto and incorporated herein by this reference, as well as the maps and specifications provided by the City and its agents and/or representatives.

b. Prior to the commencement of any work on the work contracted herein, Contractor’s representatives and City’s representatives shall hold a meeting to establish a working understanding among the parties as to the Scope of Work and duties of the Contractor. At this meeting, Contractor and City shall resolve any outstanding issues related to the Scope of Work, maps and specifications. If the parties are unable to resolve these issues and the City fails, refuses, or is unable to approve the same, no work shall commence until such issues are resolved and the City approves the related Scope of Work, maps and specifications.

c. Except as provided elsewhere in this Agreement, Contractor shall furnish all the labor, materials, equipment, tools, and services necessary to perform and complete the Scope of Work.

2. Time of Performance:

a. The Services Schedule is subject to the City's approval. Contractor's plan, methods of operation, materials used, and individuals and subcontractors employed (collectively "Contractor's Resources") are subject to the City's approval at all times during the term of this Agreement, and must be such as to ensure the completion of the work in compliance with the Scope of Work during the term of this Agreement. In the event the City determines the Contractor's Resources are inadequate to meet the approved Scope of Work, the City may order the Contractor to accelerate its performance to give reasonable assurances of timely service and quality results. Nothing in this section shall be interpreted to relieve the Contractor of its duties and responsibilities to plan for and complete the work in a timely manner according to the Scope of Work.

3. Compensation:

a. City shall pay to Contractor, and Contractor shall accept as full payment for the performance of this Agreement, monthly upon receipt of approved invoices in accordance with **Exhibit A**, Scope of Work, attached hereto.

b. If work not included within the original Scope of Work documents is requested by City, such additional work and the related compensation shall be agreed to in writing by both parties prior to commencement of the additional work ("Change Order") pursuant to the Change of Work Specifications set forth on **Exhibit B** attached hereto.

c. Monthly progress payments will be made only in accordance with the terms of the Scope of Work. All invoices must be submitted to the City's Representative.

4. INTENTIONALLY OMITTED.

5. Contractor's Warranties: Contractor represents and warrants as follows:

a. Unless otherwise specified by the terms of this Agreement, all materials supplied and used by Contractor on the Project must be of the most suitable grade for their intended uses.

b. All workmanship and materials shall be of a kind and nature acceptable to the City.

c. Contractor and its sureties are liable for the satisfaction and full performance of all warranties.

d. Contractor shall prosecute the completion of the Scope of Work under the terms of this Agreement.

e. Contractor has examined all available records and made field examinations of the site of the Project. Contractor has knowledge of the field conditions to be encountered during the Project. Contractor has knowledge of the types and character of equipment necessary for the work, the types of materials needed and the sources of such materials, and the condition of the local labor market.

f. Contractor is responsible for the safety of the work and shall maintain all lights, guards, signs, temporary passages, or other protections necessary for that purpose at all times.

g. Contractor's performance must be without damage or disruption to any other work or property of the City or of others and without interference with the operation of existing machinery or equipment.

6. Suspension.

a. The City may, by written notice to the Contractor and at its convenience for any reason, suspend the performance of all or any portion of the work to be performed pursuant to the Scope of Work ("Notice of Suspension"). The Notice of Suspension shall set forth the time of suspension, if then known to the City. During the period of suspension, Contractor shall use its best efforts to minimize costs associated with the suspension.

b. Upon Contractor's receipt of any Notice of Suspension, unless the notice requires otherwise, Contractor shall: **(1)** immediately discontinue work on the date and to the extent specified in the Notice of Suspension; **(2)** place no further orders or subcontracts for materials, services, or equipment; **(3)** promptly make every reasonable effort to obtain suspension upon terms satisfactory to City of all orders, subcontracts, and rental agreements to the extent that they relate to the performance of the work suspended. Consequently, Contractor's contractual obligations under the agreement during the suspended period until Contractor's operations resume shall be suspended, and Contractor will not be liable for any claims during this period.

c. Upon receipt of written notice by the City to resume the suspended work ("Notice to Resume Work"), Contractor shall resume performance of the suspended work within fifteen (15) days as to the extent required in the Notice to Resume Work.

7. Termination for Fault:

a. If Contractor refuses or fails to timely do the work, or any part thereof, or fails to perform any of its obligations under this Agreement, or otherwise breaches any terms or conditions of this Agreement, the City may, terminate this Agreement and the

Contractor's right to proceed with all or any part of the Scope of Work ("Termination Notice Due to Contractor's Fault") provided City provides written notice of such breach and fails to remedy the same, within fifteen (15) days after the date of the notice if a monetary breach or within thirty (30) days after the date of the notice if a non-monetary breach. Contractor may terminate this Agreement upon the breach by City of any covenant, term or condition hereof, provided Contractor provides written notice of such breach and City fails to remedy the same, within fifteen (15) days after the date of the notice if a monetary breach or within thirty (30) days after date of the notice if a non-monetary breach.

b. In the event of a termination pursuant to this Section 12, Contractor shall be entitled to payment only for those services Contractor actually rendered.

c. Any termination provided for by this Section shall be in addition to any other remedies to which either party may be entitled under the law or at equity.

d. In the event of termination under this Section, Contractor shall, under no circumstances, be entitled to claim or recover consequential, special, punitive, lost business opportunity, lost productivity, field office overhead, general conditions costs, or lost profits damages of any nature arising, or claimed to have arisen, as a result of the termination.

8. Termination for Convenience:

a. Should conditions arise which, in the sole opinion and discretion of the City, make it advisable to the City to cease work pursuant to the Scope of Work, City may terminate this Agreement by providing Contractor ninety (90) days' prior written notice of termination ("Notice of Termination for City's Convenience"). The termination shall be effective no earlier than ninety (90) days from the date of the notice and in the manner specified in the Notice of Termination for City's Convenience and shall be without prejudice to any claims that the City may otherwise have against Contractor. Contractor may terminate this Agreement at any time, without cause or penalty, upon providing City with written notice of termination at least ninety (90) days in advance.

b. Upon termination of the Agreement, the Contractor shall immediately cease work pursuant to the Scope of Work, discontinue placing orders for materials, supplies, and equipment for the for same, and make every reasonable effort to cancel all existing orders or contracts upon terms satisfactory to the City.

c. In the event of a termination pursuant to this Section, Contractor is entitled to payment only for those services Contractor actually rendered and materials actually purchased or which Contractor has made obligations to purchase on or before the receipt of the Notice of Termination for City's Convenience, and reasonably incurred costs for demobilization of Contractor's and any subcontractor's crews.

d. Contractor shall, under no circumstances, be entitled to claim or recover consequential, special, punitive, lost business opportunity, lost productivity, field office

overhead, general conditions costs, or lost profits damages of any nature arising, or claimed to have arisen, as a result of the termination.

9. Limitation on Contractor's Damages; Time for Asserting Claim:

a. In the event of a claim for damages by either party under this Agreement, the claiming party's damages shall be limited to contract damages and Contractor and City hereby expressly waive any right to claim or recover consequential, special, punitive, lost business opportunity, lost productivity, field office overhead, general conditions costs, or lost profits damages of any nature or kind.

b. In the event Contractor asserts a claim for damages of any kind or nature, Contractor shall provide City with written notice of its claim, the facts and circumstances surrounding and giving rise to the claim, and the total amount of damages sought by the claim.

10. Representatives:

a. City's Representative: The City's Representative for the purpose of this Agreement shall be Craig Raymond or such other individual as City shall designate in writing. Whenever approval or authorization from or communication or submission to City is required by this Agreement, such communication or submission shall be directed to City's Representative and approvals or authorizations shall be issued only by such Representative; provided, however, that in exigent circumstances when City's Representative is not available, Contractor may direct its communication or submission to other designated City personnel or agents and may receive approvals or authorization from such persons.

b. Contractor's Representative: The Contractor's Representative for the purpose of this Agreement shall be **Dane Lyon** or such other individual as Contractor shall designate in writing. Whenever direction to or communication with Contractor is required by this Agreement, such direction or communication shall be directed to Contractor's Representative; provided, however, that in exigent circumstances when Contractor's Representative is not available, City may direct its direction or communication to other designated Contractor personnel or agents.

11. Permits: Contractor shall provide all notices, comply with all applicable laws, ordinances, rules, and regulations, obtain all necessary licenses from applicable governmental authorities, pay all fees and charges in connection therewith subject to reimbursement as provided in Exhibit A.

12. Laws and Regulations: Contractor shall comply fully with all applicable state and federal laws, regulations, and municipal ordinances including, but not limited to, all workers' compensation laws, all environmental laws including, but not limited to, the generation and disposal of hazardous waste, the Occupational Safety and Health Act (OSHA), the safety rules, codes, and provisions of the Montana Safety Act in Title 50, Chapter 71, MCA, the Americans with Disabilities Act, and all non-discrimination, affirmative action, and utilization of minority and small business statutes and regulations as it relates to the services provided by Contractor under this Agreement. Notwithstanding the foregoing to the contrary, where compliance requires physical changes to the Parking Facilities, for example Americans with Disabilities Act requirements, then such compliance shall be the responsibility of City, not Contractor.

13. Non-discrimination in Hiring: All hiring by Contractor and subcontractors of persons performing work for Contractor will be on the basis of merit and qualification and will not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, national origin, or other class protected by state and/or federal law.

14. Intoxicants; DOT Drug and Alcohol Regulations: Contractor shall not permit or allow the introduction or use of any intoxicants, including alcohol or illegal drugs, while performing work pursuant to this agreement. Contractor acknowledges it is aware of and shall comply with its responsibilities and obligations under the U.S. Department of Transportation (DOT) regulations governing anti-drug and alcohol misuse prevention plans and related testing. City shall have the right to request proof of such compliance and Contractor shall be obligated to furnish such proof.

15. Labor Relations:

- a. In performing the terms and conditions of this Agreement and the work on the Project, Contractor shall give preference to the employment of bona fide residents of Montana, as required by §18-2-403, MCA, and as such, term is defined by §18-2-401(1), MCA, and the Administrative Rules of Montana, including but not limited to A.R.M. 24.17.147, obliging Contractor to hire 50% bona fide Montana residents, excluding projects involving the expenditure of federal aid funds or where residency preference laws are specifically prohibited by federal law. When making assignments of work, Contractor shall use workers both skilled in their trade and specialized in their field of work for all work to which they are assigned
- b. Pursuant to §§18-2-403 and 18-2-422, MCA, Contractor shall pay wages, benefits, and expenses as set forth on **Exhibit C**, Contractor's Rates of Wages, Benefits, and Expenses, attached hereto. Contractor shall pay all hourly wage employees on a weekly basis. Violation of the requirements set forth on **Exhibit C** may subject the Contractor to the penalties set forth in §18-2-407, MCA. Contractor shall maintain payroll records and, upon City's request, provide certified copies to the City. Contractor shall maintain such payroll records during the term of this Agreement, the course

of the work on the Project, and for a period of three (3) years following the date of final completion of the Project and termination of this Agreement.

c. In the event that, during the term of this Agreement and throughout the course of Contractor's performance of the Scope of Work, any labor problems or disputes of any type arise or materialize which in turn cause any work on the Project to cease for any period of time, Contractor specifically agrees to take immediate steps, at its own expense and without expectation of reimbursement from City, to alleviate or resolve all such labor problems or disputes. The specific steps Contractor shall take to resume work on the Project shall be left to the discretion of Contractor; provided, however, that Contractor shall bear all costs of any related legal action.

d. Contractor shall indemnify, defend, and hold the City harmless from any and all claims, demands, costs, expenses, damages, and liabilities arising out of, resulting from, or occurring in connection with any labor problems or disputes or any delays or stoppages of work associated with such problems or disputes.

16. Indebtedness and Liens: Before City may make any final payment to Contractor, Contractor shall furnish City with satisfactory proof that there are no outstanding debts or liens in connection with the Project. If the Contractor allows any indebtedness to accrue to subcontractors or others during the progress of the work, and fails to pay or discharge the same within five (5) days after demand, then City may either withhold any money due to Contractor until such indebtedness is paid or apply the same towards the discharge of the indebtedness. If any lien or claim is filed or made by any subcontractor, material supplier, or any other person, the Contractor shall immediately notify the City and shall cause the same to be discharged of record within thirty (30) days after its filing.

17. Hazard Communication: Contractor shall comply with all hazard communication requirements dictated by the Environmental Protection Agency, the Montana Department of Agriculture, OSHA, Hazard Communications Standard, 29 CFR 1910.1200, and applicable City ordinances. Contractor shall supply a chemical list, the associated material safety data sheets (MSDS), and other pertinent health exposure data for chemicals that the Contractor's, subcontractor's or the City's employees may be exposed to while working on City property during the course of providing services under the Scope of Work. One copy of this documentation must be delivered to City to the attention of the City's Representative. This documentation must be delivered before work involving these chemicals may commence.

18. Accounts and Records: During the term of this Agreement and for two (2) years following the City's final acceptance of the Project, Contractor shall maintain accounts and records related to the Project. Upon reasonable notice, City shall have the right to inspect all such accounts and records, including but not limited to, Contractor's records, books, correspondence, instructions, drawings, specifications, field and site notes, receipts, invoices, bills, contracts, or other documents relating to the Project.

19. Indemnification; Insurance; Bonds:

a. Contractor agrees to release, defend, indemnify, and hold harmless the City, its agents, representatives, employees, and officers (collectively referred to for purposes of this Section as the City) from and against any and all claims, demands, actions, fees and costs (including attorney's fees and the costs and fees of and expert witness and consultants), losses, expenses, liabilities (including liability where activity is inherently or intrinsically dangerous) or damages of whatever kind or nature connected therewith and without limit and without regard to the cause or causes thereof or the negligence of any party or parties that may be asserted against, recovered from or suffered by the City occasioned by, growing or arising out of or resulting from or in any way related to: (i) the negligent, reckless, or intentional misconduct of the Contractor; or (ii) any negligent, reckless, or intentional misconduct of any of the Contractor's employees, agents or subcontractors.

b. Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist. The indemnification obligations of this Section must not be construed to negate, abridge, or reduce any common-law or statutory rights of the indemnitee(s) which would otherwise exist as to such indemnitee(s).

c. Contractor's indemnity under this Section shall be without regard to and without any right to contribution from any insurance maintained by City.

d. Should any indemnitee described herein be required to bring an action against the Contractor to assert its right to defense or indemnification under this Agreement or under the Contractor's applicable insurance policies required below the indemnitee shall be entitled to recover reasonable costs and attorney fees incurred in asserting its right to indemnification or defense but only if a court of competent jurisdiction determines the Contractor was obligated to defend the claim(s) or was obligated to indemnify the indemnitee for a claim(s) or any portion(s) thereof.

e. In the event of an action filed against City resulting from the City's performance under this Agreement, the City may elect to represent itself and incur all costs and expenses of suit.

f. Contractor also waives any and all claims and recourse against the City or its officers, agents or employees, including the right of contribution for loss or damage to person or property arising from, growing out of, or in any way connected with or incident to the performance of this Agreement except responsibility for its own fraud, for willful injury to the person or property of another, or for violation of law, whether willful or negligent, according to 28-2-702, MCA.

g. These obligations shall survive termination of this Agreement and the services performed hereunder.

h. In addition to and independent from the above, Contractor shall at Contractor's expense secure insurance coverage through an insurance company or companies duly licensed and authorized to conduct insurance business in Montana which insures the liabilities and obligations specifically assumed by the Contractor in this Section. The insurance coverage shall not contain any exclusion for liabilities specifically assumed by the Contractor in subsection (a) of this Section. The insurance shall cover and apply to all claims, demands, suits, damages, losses, and expenses that may be asserted or claimed against, recovered from, or suffered by the City without limit and without regard to the cause therefore and which is acceptable to the City and Contractor shall furnish to the City an accompanying certificate of insurance and accompanying endorsements in amounts not less than as shown on Exhibit D.

i. Contractor shall maintain those insurances as may be required by City as set forth on the attached **Exhibit D**, Required Insurance Coverage, and Contractor shall provide City with proof of such insurance coverage within ten (10) days following execution of this Agreement and at least annually thereafter during the term of the Agreement. Contractor shall notify City thirty (30) days prior to the expiration of any such required insurance coverage and shall ensure such required insurance coverage is timely renewed during the term of this Agreement so that there is no lapse in coverage during Contractor's performance of this Agreement. Contractor shall further notify City within two (2) business days of Contractor's receipt of notice that any required insurance coverage will be terminated or Contractor's decision to terminate any required insurance coverage for any reason. Each required insurance coverage must name the City and its representatives, as additional insureds using a substantially similar or identical to the Additional Insured Endorsement example as set forth in **Exhibit D**.

j. Contractor shall maintain those security guarantees set forth on the attached **Exhibit E**, Required Bonds.

20. Dispute Resolution:

a. Any claim, controversy, or dispute between the parties, their agents, employees, or representatives shall be resolved first by negotiation between senior-level personnel from each party duly authorized to execute settlement agreements. Upon mutual agreement of the parties, the parties may invite an independent, disinterested mediator to assist in the negotiated settlement discussions.

b. If the parties are unable to resolve the dispute within thirty (30) days from the date the dispute was first raised, then such dispute shall be resolved in a court of competent jurisdiction in compliance with the Applicable Law provisions of this Agreement.

21. Survival: Contractor's indemnification and warranty obligations shall survive the termination or expiration of this Agreement for the maximum period allowed under applicable law.

22. **Headings**: The headings used in this Agreement are for convenience only and are not to be construed as a part of the Agreement or as a limitation on the scope of the particular paragraphs to which they refer.
23. **Waiver**: A waiver by City of any default or breach by Contractor of any covenants, terms, or conditions of this Agreement does not limit City's right to enforce such covenants, terms, or conditions or to pursue City's rights in the event of any subsequent default or breach.
24. **Severability**: If any portion of this Agreement is held to be void or unenforceable, the balance thereof shall continue in effect.
25. **Applicable Law**: The parties agree that this Agreement is governed in all respects by the laws of the State of Montana and the parties expressly agree that venue will be in Cascade County, Montana, and no other venue.
26. **Binding Effect**: This Agreement is binding upon and inures to the benefit of the heirs, legal representatives, successors, and assigns of the parties.
27. **Amendments**: This Agreement may not be modified, amended, or changed in any respect except by a written document signed by all parties.
28. **No Third-Party Beneficiary**: This Agreement is for the exclusive benefit of the parties, does not constitute a third-party beneficiary agreement, and may not be relied upon or enforced by a third party.
29. **Counterparts**: This Agreement may be executed in counterparts, which together constitute one instrument.
30. **Assignment**: Contractor may not assign this Agreement in whole or in part without the prior written consent of the City. No assignment will relieve Contractor of its responsibility for the performance of the Agreement and the completion of the Scope of Work. Contractor may not assign to any third party other than Contractor's subcontractors on the Project, the right to receive monies due from City without the prior written consent of City.
31. **Authority**: Each party represents that it has full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each party has been properly authorized and empowered to sign this Agreement.
32. **Independent Contractor**: The parties agree and acknowledge that in the performance of this Agreement and the completion of the Scope of Work, Contractor shall render services as an independent contractor and not as the agent, representative, subcontractor, or employee of the City. The parties further agree that all individuals and companies retained by Contractor at all times will be considered the agents, employees, or

independent contractors of Contractor and at no time will they be the employees, agents, or representatives of the City.

33. Agreement Documents: All work shall be performed by Contractor in accordance with all of the terms and conditions of this Agreement, and all Exhibits attached hereto, which Exhibits consist of the following documents and are incorporated herein by this reference:

- Exhibit A: Scope of Work and Payment
- Exhibit B: Change of Work Specifications
- Exhibit C: Contractor’s Rates of Wages, Benefits, and Expenses
- Exhibit D: Required Insurance Coverage
- Exhibit E: Required Bonds

34. Integration: This Agreement and all Exhibits attached hereto constitute the entire agreement of the parties. Covenants or representations not contained therein or made a part thereof by reference, are not binding upon the parties. There are no understandings between the parties other than as set forth in this Agreement. All communications, either verbal or written, made prior to the date of this Agreement are hereby abrogated and withdrawn unless specifically made a part of this Agreement by reference.


[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Contractor and City have caused this Agreement to be executed and intend to be legally bound thereby as of the date set forth below.

CITY OF GREAT FALLS, MONTANA

CONTRACTOR:
SP Plus Corporation

By: _____
Print Name: Gregory T. Doyon
Print Title: City Manager
Date:

By:  _____
Print Name: Nicole Hankins
Print Title: Senior Vice President
Date:

ATTEST:

Lisa Kunz, City Clerk

(SEAL OF THE CITY)

* APPROVED AS TO FORM:

By: _____
Sara R. Sexe, City Attorney

* By law, the City Attorney may only advise or approve contract or legal document language on behalf of the City of Great Falls, and not on behalf of other parties. Review and approval of this document was conducted solely from the legal perspective, and for the benefit, of the City of Great Falls. Other parties should not rely on this approval and should seek review and approval by their own respective counsel.

Exhibit A

Scope of Work and Payment

SCOPE OF SERVICES: The Contractor will be responsible for the complete operation, enforcement, management and revenue collection as follows:

1. **ON-STREET ENFORCEMENT/COLLECTION**

The Contractor shall provide an average of sixty (60) hours per week of on-street parking regulation enforcement/collection. If enforcement/collection hours exceeding sixty (60) hours per week are required by the City, the staffing cost of such additional hours will be charged to the City and paid by the City to the Contractor. Such work will be performed under the general supervision of the local manager. Collections shall be made by two Contractor employees maintaining constant contact with each other.

Enforcement responsibilities shall include:

A. The Contractor shall collect all money from City's pay stations and parking meters and pay stations and deposit same in a bank to be designated by the City. The Contractor shall provide monthly, a revenue report for the parking meter collection areas detailing daily collection activity.

B. The Contractor shall maintain and repair all parking meters including the furnishing of repair parts. The Contractor shall purchase repair parts and submit for reimbursement to the City.

C. The City shall provide all of the following at its expense:

1. Parking Enforcement Software
2. Collection of citation fines
3. Shop space for meter repair
4. Meter pole installation/straightening
5. Accounting of all revenues received
6. Authorization for the Contractor to enforce City parking regulations
7. One motorized vehicle for patrol of enforcement areas
8. Office space for Contractor's local manager
9. Computer equipment necessary to perform the required services

2. **OFF-STREET PARKING LOT ENFORCEMENT/COLLECTION** - The following lots are to be patrolled, monitored, and collected by the Contractor with the minimum daily frequency listed at an average of thirty (20) hours per week. Checks will be as random as reasonable temporal spacing for even coverage allows.

Lot #2 - 39 stall lot located at 1st Ave S. & 2nd St. - check minimum of 3 times daily.

Lot #3 - 39 stall lot located at 2nd Ave S. & 4th St. - currently under long term lease- no enforcement provided

Lot #4 - 139 stall lot located at 1st Ave N. & 6th St. - check minimum of 5 times daily.

Lot #6 - Library lot - 26 stall lot located on the East & North sides of library building - minimum of 5 times daily.

Lot #7 - 31 stall lot located at Park Dr & 1st Ave S - check minimum of 3 times daily.

Lot #8 - 60 stall lot located on 1st Ave N between 3rd & 4th St N - check minimum of 3 times daily.

A. The Contractor shall provide personnel on duty as shall be reasonably necessary to meet the minimum daily lot monitoring above. Such work shall be performed under the general supervision of the local manager.

B. The Contractor shall utilize a system without the use of parking meters to collect revenues from off-street lot parkers (honor boxes). The collection equipment used shall be provided by the City. The collection equipment shall provide maximum revenue security with minimum revenue exposure to the general enforcement personnel.

C. The Contractor shall collect and deposit all off-street lot transient revenues on a daily basis (Monday - Friday) to a bank designated by the City.

D. The Contractor shall control all off-street lot leases and deposit revenue from same on a daily basis (Monday - Friday) to a bank designated by the City.

E. The Contractor shall manage (selling/collecting/ accounting) the employer voucher, token, and daily use zone meter bag programs. The City is currently working with an enforcement software vendor that will modernize and expand on the current validation program when complete. Any responder to this RFP should be experienced with modern electronic validation programs and provide evidence of depth of experience within the RFP response.

F. The Contractor shall provide the City monthly, a revenue report for each parking lot, validations, vouchers, meterbags, etc., detailing daily activities.

3. PARKING RAMP ENFORCEMENT/COLLECTION -

A. The Contractor shall provide the personnel (10.5 operating hours per day, now 7:30 a.m. - 6:00 p.m., Monday - Friday) to staff the City's Northside parking facility (498 stalls, 6 tier deck), for a total of 2,730 operating hours annually. The Contractor shall monitor the City's Southside parking facility (311 stalls, 4 tier deck), which is currently designated for monthly parkers only, on a daily basis, Monday – Friday through a gateless LPR system.

B. The Contractor shall collect monthly lease and daily transient revenues and deposit the same daily (Monday – Friday) in a bank designated by the City.

C. The Contractor shall provide monthly, a revenue report which will delineate daily lease sales, transient ticket accounting, repair and condition report, etc.

D. The parking ramp operation shall be under the general supervision of the Contractor's local manager.

E. The Contractor shall manage monthly lease receipts, key card deposits, and the validation system (tokens and/or other modern electronic means).

PERSONNEL:

1. The Contractor shall designate an experienced full-time local manager on-site to direct the Contractor's employees. In the absence of the local manager, his/her designated assistant shall carry on his/her duties. Any staff hours expended by a designated assistant manager during the local manager's absence shall be in addition to those prescribed for garage, on-street meter, and off-street lot manning.
2. The Contractor shall select all on-site personnel, and will bear all expenses related to the hiring process of parking personnel. For the purposes of the State of Montana prevailing wage rates the job descriptions will be classified as "Parking Enforcement Officers", "Counter Attendants" (Cashiers) and "Janitors and Cleaners" unless the Contractor can demonstrate alternate classifications are appropriate and allowed by the state.
3. The Contractor will utilize the parking enforcement management software system supplied by the City. The Contractor will train parking personnel in the proper use of the system and hand held units.
4. The Contractor shall provide the City with any changes in the following information: name and qualifications of the individuals who will be responsible for administering the programs and name and qualifications of the local manager.
5. All Contractor employees must wear colored, coordinated uniforms provided by the Contractor.
6. The Contractor shall provide a training program relative to the public relations aspects of parking enforcement, procedures, local laws and ordinances. Such program shall be approved by the City.

ACCOUNTING & REPORTING:

1. Contractor will be responsible for collection, counting and depositing of revenue. All funds collected will be deposited daily (Monday – Friday) in a bank designated by the City.
2. All monies shall be collected by the Contractor and deposited the same daily (Monday – Friday) in a bank designated by the City. The deposit shall be recorded by the Contractor in the Cities accounting software. A mutually agreeable system of accounting and auditing will be established and maintained.
3. Monthly revenue reports will be provided to the City on or before the fifth of each month for the previous month and will include, but is not limited to the following: total revenue for each parking garage and city lot; total lease parkers by facility and surface lot; meter collections, meter bag, token, and transient revenue.
4. Books and accounts will be open to inspection by the City or its authorized representatives at all times.

GENERAL CONDITIONS:

1. The Contractor will operate an immobilization (booting) and towing program for the City, only on policies and procedures approved by the City.
2. The Contractor will provide a trained meter repair person(s) on staff from initial date of contract.
3. The Contractor shall provide approximately forty (40) staff hours per week toward general janitorial, facility and landscape maintenance services to the parking garages and off-street lots. These staff hours are to be in addition to those specified for the garage, meters and lots. All supplies and equipment shall be furnished by the Contractor unless specifically agreed to in advance in writing. Please refer to the State of Montana prevailing wage requirements for this position.
4. The City reserves the right and privilege to audit, amend rates, change operating hours, approve staffing, approve personnel to be hired, re-define duties and lines of authority, etc.
5. The City reserves the right to approve all collection equipment used by the Contractor.
6. The City reserves the right to approve of personnel employed, parking rates, hours of operation, operating standards, monthly and transient mix and other personnel matters.
7. The maintenance and repair obligations except as herein set forth shall be the expense of the City which shall include, but may not be limited to the following: light replacement, and maintenance of equipment and improvements including elevators, mechanical, electrical, plumbing, fire prevention systems and parking control equipment. The Contractor shall arrange for and execute all maintenance and repairs and submit invoices of direct costs directly to the City for reimbursement.
8. The Contractor will be responsible for the repair and replacement of all handheld units.
9. The Contractor shall not use, and shall make every reasonable effort to prevent any person from using, all or any part of the parking facilities for any use or purpose directly or indirectly forbidden by public law or which may be in violation of the laws of the United States, any State law, or any City ordinance, or which may be dangerous to life, limb or property.
11. The Contractor shall indemnify and hold the City harmless against any and all claims, demands and liability for bodily injury and/or property damage caused by Contractor's acts or omissions in its performance of the services contracted.
12. The Contractor shall provide at Contractor's expense at least an annual audit of Contractor's services to the City. This audit must be performed by personnel other than local contractor employees/manager and must be conducted on an unannounced basis. This audit shall review all procedures, policies and revenue controls. The audit results shall be available to City Staff.

I. BUDGET; OPERATING EXPENSES.

- (a) Contractor shall annually prepare and deliver to City separate proposed budgets for the onstreet parking, parking garages and parking lots it operates under this Agreement (collectively, the Parking Facilities"), for City's reasonable approval, reflecting the Gross Receipts and Operating Expenses that Contractor expects to receive and incur, respectively at the Parking Facilities, during City's forthcoming fiscal year or calendar year (as City designates) (each a "Budget", collectively, the "Budgets"), it being agreed that if City for any reason does not respond to any proposed Budget within sixty (60) days after City's receipt thereof, the proposed Budget shall be deemed approved. If at any time during the period covered by an approved Budget it appears to Contractor that the actual total of

all Operating Expenses likely to be incurred will exceed the Budget's projected total by more than ten percent (10%), Contractor shall advise City and the parties shall discuss what actions, if any, may be implemented to minimize Operating Expenses without substantially impairing the operation of the Parking Facilities.

(b) Pursuant to the then-current approved Budget, City shall pay Contractor for all expenses, charges and administrative costs relating to Contractor's performance of its duties, obligations and services pursuant to this Agreement (collectively, "**Operating Expenses**"). Operating Expenses shall include, without limitation, all expenses, charges and administrative costs for: salaries and wages and associated payroll burden (including, without limitation, payroll taxes and fringe benefits); licenses and permits; first month's change funds/petty cash advanced by Contractor (if applicable); compliance with governmental laws, regulations and payment card industry standards; uniforms, supplies, tools and cleaning; maintenance and repair to be performed by Contractor; mystery shopping services; any applicable sales, parking, use, excise, gross receipts or other tax or charge due the taxing authorities (collectively, "**Sales Tax**"); telephone; utilities (except to the extent paid directly by City); bookkeeping and administrative services; automobile allowances; employee recruitment, training and ongoing employee relations; computerized accounts receivable service; banking and credit card system services; postage and freight; tickets, paper and reporting forms; accounts payable and insurance claims processing; health insurance, workers' compensation insurance, automobile insurance (if applicable), garagekeeper's legal liability insurance (if applicable), general liability insurance and comprehensive crime insurance coverage, at rates established by Contractor (but in no event to exceed the rates contained in the approved Budget); and deductibles established by Contractor for insured losses attributable to the Premises. Operating Expenses shall also include any expenses not listed above that are approved by City prior to expenditure. City shall pay Contractor Operating Expenses pursuant to Section IV below.

(c) If any Operating Expenses increase due to any applicable (i) governmental action imposing or increasing employer-provided medical insurance or other benefits, workers compensation rates, or federal, state or local minimum wage or living wage rates, paid sick or family leave, disability benefit taxes, or the cost of disability premiums required to cover state-mandated disability coverage, or (ii) cost increases under a collective bargaining agreement, then any such increase shall be automatically included as an Operating Expense and the applicable approved Budget revised accordingly.

(d) Operating Expenses shall not include (i) the costs of maintenance and repair required of City hereunder, or (ii) City's various costs associated with its ownership and/or occupancy of the Parking Facilities, including without limitation depreciation, building insurance, real estate taxes and assessments, taxes on City's personal property, debt retirement (including without limitation mortgage interest), rent and such costs and expenses as may be necessitated to comply with the Americans With Disabilities Act of 1990. Payment of such expenses and costs are the sole obligation of City.

(e) If City disputes any Operating Expense, City shall give Contractor written notice specifying the item disputed and the reason therefor. Payment for any Operating Expense which is not disputed shall not be withheld. The parties shall, in good faith, diligently pursue resolution of any disputed item within thirty (30) days of said notice.

II. GROSS RECEIPTS; SALES TAX; NET PROFIT.

(a) All Gross Receipts (defined below) shall be deposited in a federally insured bank account as designated by City. "**Gross Receipts**" shall mean all cash earned and collected by Contractor for the parking and storage of motor vehicles at the parking facilities (including on-street

parking), whether on an hourly, daily, weekly, or monthly basis, less all refunds, discounts and allowances made by Contractor to its customers that are approved by City.

(b) Contractor shall be responsible for payment directly to the tax collector of any Sales Tax based on Gross Receipts collected by Contractor. City shall be responsible for payment directly to the tax collector of the Sales Tax on any cash collected by City or its agents.

III. MANAGEMENT FEE. As compensation for Contractor's services, City shall pay Contractor a management fee of \$1,833.33 per month (the "**Management Fee**"), prorated for any partial month, which shall be paid to Contractor pursuant to Section IV below. On each anniversary of the Commencement Date, the Management Fee shall automatically increase by the greater of (a) three percent (3%), or (b) the annual percentage increase in the U.S. Consumer Price Index for All Urban Consumers (CPI-U); Great Falls – Missoula – Billings, Montana; All Items; Not Seasonally Adjusted; 1982-1984 = 100 reference base period for the preceding 12-month period.

IV. MONTHLY REPORTING; PAYMENT.

(a) Within fifteen (15) days after the end of each month, Contractor shall provide to City a statement showing all Gross Receipts, Operating Expenses, and Management Fee for the preceding month.

(b) Contractor shall keep complete and accurate reports and records (collectively, the "**Records**") of Gross Receipts and Operating Expenses relating to the Parking Facilities. Such Records shall be kept in accordance with good accounting practices. Contractor shall permit City to inspect Contractor's Records at Contractor's offices during reasonable business hours and at City's expense. Expressly excluded from the Records available for inspection are any Records or portion thereof containing sensitive credit card data or proprietary or confidential information.

(c) Within thirty (30) days after receipt of Contractor's monthly statement, City agrees to pay Contractor for Operating Expenses and the Management Fee. If payment is not made by City to Contractor within said thirty-day period, Contractor shall have the right to: (i) charge interest at the highest legal rate permitted by law on the unpaid balance from the date such payment became due and payable; and (ii) at its option, terminate this Agreement upon written notice, without waiving or limiting any of its legal remedies (including the right to recover attorneys' fees and any other expenses incurred) which Contractor may pursue to collect the unpaid balance.

V. CONDITION AND USE OF PREMISES.

(a) City warrants and represents that, as of the Commencement Date and throughout the term hereof, the Parking Facilities (including but not limited to equipment located therein and the roof, structural portions, and interior and exterior of any building which is part of the parking facilities) are and shall, at City's expense, be kept in good condition and repair for use as a parking facility and be constructed and fixtured to comply with all laws, regulations, ordinances, codes and industry standards now in effect or which become effective during the term hereof including, without limitation, the Americans With Disabilities Act of 1990 and similar laws.

(b) City warrants and covenants that it has obtained or will obtain all licenses and permits (excepting Contractor's governmental parking licenses and/or police permits) which are or may be a prerequisite to Contractor's performance of its duties hereunder.

(c) City represents and warrants that all revenue control equipment and systems provided by City that store, process or transmit credit card data, whether in place as of the Commencement Date hereof or subsequently installed on the Parking Facilities during the term, are and shall be compliant with (i) the Payment Card Industry's Data Security Standard, as currently in effect and as may be amended from time to time ("PCI DSS") and (ii) the Fair and Accurate Credit Transactions Act of 2003, as may be amended from time to time ("FACTA"). Any equipment upgrades or replacements undertaken by City or its contractors must be compliant with PCI DSS and FACTA.

VI. CITY'S OBLIGATIONS. City shall, at its expense, be responsible for performance of the following:

- (a) Except for custodial duties expressly delegated to Contractor pursuant to the Agreement, all repair and maintenance of the Parking Facilities, systems and improvements in good condition and repair, including (as applicable): heating, air conditioning, ventilating, exhaust, fire protection, alarm, utility, plumbing (including lavatory facilities), sewage, drainage, security and lighting systems; paving; painting; striping; directional signs, fencing; parking booths; landscaping; windows and doors; plate glass; driveways, sidewalks and curbs (including curb cuts); elevators, manlifts and escalators; sealing and waterproofing; electrical or mechanical equipment, including traffic control devices used at or in the Premises; and all structural repairs. Notwithstanding the foregoing to the contrary, City may request Contractor to oversee or undertake the repair and maintenance obligations for the foregoing matters, subject to Contractor's written approval. If Contractor, in its sole discretion, agrees in writing to perform or oversee the repair or maintenance obligations of any of the matters set forth in this subsection then all costs and expenses Contractor incurs to perform such matters shall be reimbursed by City to Contractor as an Operating Expense.
- (b) Alterations, improvements and additions that City deems necessary and/or as may be required by the Americans With Disabilities Act of 1990, and payment of architectural, engineering or consulting fees with respect thereto.
- (d) Safety and/or security personnel and equipment, if any are provided.

With respect to Subsection (d) above, City expressly acknowledges that Contractor does not have knowledge or expertise as a guard or security service, and does not employ personnel for that purpose, nor do Contractor's employees undertake the obligation to guard or protect customers against the intentional acts of third parties. City shall determine, at City's discretion, whether and to what extent any precautionary warnings, security devices, or security services may be required to protect patrons in and about the Parking Facilities.

VII. LICENSES AND PERMITS. Contractor shall obtain and maintain all licenses and permits required by an operator of Parking Facilities by any governmental body or agency having jurisdiction over Contractor's operations at the Parking Facilities and will abide by the terms of such licenses and permits. Any license or permit fees incurred by Contractor shall be deemed an Operating Expense. City shall comply with all applicable laws and regulations and pay any applicable property or business taxes due in connection with the Parking Facilities in order for Contractor to obtain all required licenses and permits.

VIII. PROHIBITION OF HIRING SUPERVISORY PERSONNEL. Contractor shall provide experienced and qualified supervisory personnel to supervise its operations. Consequently, City covenants and

agrees that it shall not hire such supervisory personnel for a period of six (6) months after the date of expiration or termination of this Agreement.

IX. Finance and Acquisition of Equipment.

- (a) Contractor agrees to procure a Flowbird multi-space meter (the “**Equipment**”). The cost of the Equipment, plus interest at the prime rate published in *The Wall Street Journal* plus 3.0% per annum, shall be amortized by Contractor on a straight-line basis over a period commencing on the first day of the first month following the installation of such Equipment and continuing through December 31, 2023 (the “**Financing Period**”). The City shall have no obligation to reimburse Contractor for the cost of the Equipment except if the Agreement is terminated prior to the expiration of the Financing Period as specifically provided in subsection (c) below. Notwithstanding the foregoing:
- (i) If the Equipment is installed later than anticipated, then the Financing Period shall be shortened.
 - (ii) If the Equipment should be modified after the date of this Agreement, thus increasing or decreasing the amount to be financed, then the amount being amortized shall be revised accordingly.
 - (iii) If for any reason procurement of the Equipment is delayed by six (6) or more months from the date of this Agreement, then the amortization schedule shall be revised to reflect (as applicable) any change in the aforesaid prime rate, the shortened Financing Period and any change in the Equipment.
 - (iv) If any of Subsections (i) through (iii) shall apply, then upon installation of the Equipment a final amortization schedule shall be provided by Contractor to City for City’s records.
- (b) During the Financing Period (i) the Equipment is and shall remain personal property and shall not constitute a fixture, (ii) City does not own the Equipment and City shall not have or acquire any right, title or interest in or to the Equipment, (iii) title to the Equipment shall be retained by Contractor or an equipment financier, as applicable, subject only to any security interest or assignment that Contractor may grant to such equipment financier (if any), (iv) City shall not suffer or permit any lien or encumbrance to attach to the Equipment and (v) City shall refrain from taking any action to bar, restrain or otherwise prevent Contractor, its representatives, agents, secured parties, successors or assigns from entering, and hereby grants to said parties the right of entry to, the Parking Facilities for the purpose of inspecting the Equipment.
- (c) Upon expiration of the Financing Period, provided no event of default shall have occurred and be continuing under this Agreement, title to the Equipment shall be transferred to City. However, notwithstanding anything in this Agreement to the contrary, if this Agreement should terminate for any reason prior to expiration of the Financing Period, City shall be responsible for paying to Contractor, within ten (10) days after the date of Contractor’s statement for same, one lump-sum payment equal to the total unamortized Equipment costs. Upon receipt of such lump-sum payment, title to the Equipment shall be transferred to City.

- (d) Contractor shall be responsible for maintenance and repair of the Equipment during the term of this Agreement. The cost of such maintenance shall be considered an Operating Expense.

X. TERM. The term of this Agreement shall be for three (3) years commencing on January 1, 2021 (the “**Commencement Date**”) and continuing through and including December 31, 2023 (the “**Term**”), unless terminated earlier as provided in this Agreement.



Pricing

Total Expenses

Total Expense	Year 1	Year 2	Year 3	Total
Salaries & Wages				
Payroll Taxes & Burden	\$ 242,339	\$ 248,397	\$ 254,607	\$ 745,344
Health, Pension & 401(k)	\$ 19,042	\$ 19,518	\$ 20,006	\$ 58,565
Workers Compensation	\$ 9,345	\$ 9,578	\$ 9,818	\$ 28,741
Payroll & Benefit Expense	\$ 29,687	\$ 31,171	\$ 32,729	\$ 93,587
Total Payroll & Benefit	\$ 300,412	\$ 308,665	\$ 317,160	\$ 926,237
Operating Expenses				
Uniforms & Laundry	\$ 480	\$ 492	\$ 504	\$ 1,476
Printing	\$ 1,500	\$ 1,538	\$ 1,576	\$ 4,613
Supplies	\$ 5,917	\$ 6,065	\$ 6,217	\$ 18,199
Repairs & Maintenance	\$ 9,300	\$ 9,533	\$ 9,771	\$ 28,604
Cleaning & Scrubbing	\$ 800	\$ 820	\$ 841	\$ 2,461
License & Permits	\$ 720	\$ 738	\$ 756	\$ 2,214
Snow Removal	\$ 1,150	\$ 1,179	\$ 1,208	\$ 3,537
Liability Insurance	\$ 35,535	\$ 37,311	\$ 39,177	\$ 112,024
Telephone	\$ 2,055	\$ 2,106	\$ 2,159	\$ 6,320
Mileage & Travel	\$ 1,020	\$ 1,046	\$ 1,072	\$ 3,137
Postage & Freight	\$ 120	\$ 123	\$ 126	\$ 369
Data Processing	\$ 5,478	\$ 5,615	\$ 5,755	\$ 16,848
Employee Processing	\$ 2,326	\$ 2,385	\$ 2,444	\$ 7,155
Miscellaneous Expense	\$ 1,200	\$ 1,230	\$ 1,261	\$ 3,691
Total Operating Expense	\$ 67,601	\$ 70,180	\$ 72,867	\$ 210,648
Base Management Fee	\$ 22,000	\$ 22,660	\$ 23,340	\$ 68,000
Total Expense	\$ 390,013	\$ 401,505	\$ 413,367	\$1,204,885

Exhibit B

Change of Work Specifications

A. City may, at any time or from time to time, order changes, additions, deletions, or revisions to the work on the Project by submitting a written Change Order to Contractor. To be effective, a Change Order must be mutually agreed upon by both parties. Upon receipt of any mutually agreed upon, Change Order, Contractor shall comply with the terms of the changed work as reflected in the Change Order.

B. City and Contractor shall negotiate in good faith for an agreement as to any increase or decrease in the Contractor's compensation that results from any Change Order. The increased or decreased Contractor's compensation shall be set forth in the Change Order and both the City and the Contractor shall sign the Change Order as an indication of their respective acceptance of the changes and modifications to the Agreement. In the event the City and Contractor are unable to agree upon the increase or decrease in Contractor's compensation resulting from any Change Order, such increase or decrease shall be determined as follows:

1. increases to Contractor's compensation shall be calculated as follows and shall be evidenced by Contractor's submission to the City of its actual supporting documentation including time slips/cards, invoices, and receipts:

a. by an agreed upon lump sum

Or,

2. decreases to Contractor's compensation shall be determined by the City's good faith estimate. If Contractor disagrees with such good faith estimate, Contractor can avail itself of the Dispute Resolution provisions set forth in the Agreement.

C. Except for minor modifications in the work not involving an increase of costs or Contractor's compensation and not inconsistent with the purposes of the work required by the Agreement, and except in an emergency situation which endangers life or property, no change to the work requirements shall be made unless pursuant to a written Change Order duly executed.

D. Contractor shall not be entitled to any increase in the Contractor's compensation or the extension of any deadlines set forth in Construction Schedule with respect to any work performed by Contractor that is not required by the terms and conditions of the Agreement and is not contained in a duly executed Change Order.

Exhibit C

Contractor's Rates of Wages, Benefits, and Expenses

For purposes of prevailing wage requirements, this Project is considered as Non-Construction Services. The applicable Montana or Federal Prevailing Wage Rates for this type of project, as included in these Contract Documents, are incorporated herein by this reference.

Exhibit D

Required Insurance Coverage

Contractor shall purchase and maintain insurance coverage as set forth below. The insurance policy, except Workers' Compensation, must name the City, (including its elected or appointed officers, officials, employees, or volunteers), as an additional insured and be written on a "primary—noncontributory basis, and on an occurrence, not a claims made basis." Contractor will provide the City with applicable additional insured endorsement documentation substantially similar or identical to the example set forth below. Each coverage shall be obtained from an insurance company that is duly licensed and authorized to transact insurance business and write insurance within the state of Montana, with a minimum of "A.M. Best Rating" of A-, VIII, as will protect the Contractor, the various acts of subcontractors, the City and its officers, employees, agents, and representatives from claims for bodily injury and/or property damage which may arise from operations and completed operations under this Agreement. All insurance coverage shall remain in effect throughout the life of this Agreement and for the warranty period. All insurance policies, except Workers' Compensation, must contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least thirty (30) days prior written notice has been given to Contractor, City, and all other additional insureds to whom a certificate of insurance has been issued. Insurance coverages shall be in a form acceptable to the City.

*** Insurance Coverage at least in the following amounts is required:**

- | | | |
|----|--|---|
| 1. | Commercial General Liability
(bodily injury and property damage) | \$1,500,000 per occurrence
\$3,000,000 aggregate
Contractual Liability
Insurance \$1,000,000 per
occurrence
(covering indemnity
obligations) \$3,000,000
aggregate |
| 3. | Automobile Liability | \$1,500,000 combined single
limit |
| 4. | Workers' Compensation | Not less than statutory limits |
| 5. | Employers' Liability | \$1,500,000 |
| 6. | Comprehensive crime insurance including employee theft, premise, transit and depositor's forgery coverage with limits as to any given occurrence of not less than \$1,000,000. | |
| 7. | Umbrella liability insurance with an annual aggregate limit of not less than \$100,000,000. | |
| 8. | Owner's and Contractor's Protective Liability | \$1,000,000 per occurrence |

(not required if General Aggregate has Project or Location selection)

\$3,000,000 aggregate

Additional coverage may be required in the event of the following:

Contractor may provide applicable excess or umbrella coverage to supplement Contractor's existing insurance coverage, if Contractor's existing policy limits do not satisfy the coverage requirements as set forth above.

* If a request is made to waive certain insurance requirements, insert the insurance item # and corresponding description from the list above: Products and Completed Operations, crane and transportation services.

Legal reviewer initials: SS Approved Denied

Additional Insured Endorsement Example:

POLICY NUMBER: COMMERCIAL GENERAL LIABILITY CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART SCHEDULE

Table with header: Name Of Additional Insured Person(s) Or Organization(s)

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf. A. In the performance of your ongoing operations; or B. In connection with your premises owned by or rented to you.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
12/31/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A.C. No.): 800-363-0105 E-MAIL ADDRESS:														
INSURED SP Plus Corporation Standard Parking Corporation 200 E Randolph Street, Suite 7700 Chicago IL 60601 USA	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Greenwich Insurance Company</td> <td>22322</td> </tr> <tr> <td>INSURER B: XL Specialty Insurance Co</td> <td>37885</td> </tr> <tr> <td>INSURER C: XL Insurance America Inc</td> <td>24554</td> </tr> <tr> <td>INSURER D: AIG Specialty Insurance Company</td> <td>26883</td> </tr> <tr> <td>INSURER E: Navigators Specialty Insurance Company</td> <td>36056</td> </tr> <tr> <td>INSURER F: Illinois Union Insurance Company</td> <td>27960</td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Greenwich Insurance Company	22322	INSURER B: XL Specialty Insurance Co	37885	INSURER C: XL Insurance America Inc	24554	INSURER D: AIG Specialty Insurance Company	26883	INSURER E: Navigators Specialty Insurance Company	36056	INSURER F: Illinois Union Insurance Company	27960
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Greenwich Insurance Company	22322														
INSURER B: XL Specialty Insurance Co	37885														
INSURER C: XL Insurance America Inc	24554														
INSURER D: AIG Specialty Insurance Company	26883														
INSURER E: Navigators Specialty Insurance Company	36056														
INSURER F: Illinois Union Insurance Company	27960														

COVERAGES CERTIFICATE NUMBER: 570085574386 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDD SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		RGE300120904 SIR applies per policy terms & conditions	01/01/2021	01/01/2022	EACH OCCURRENCE \$9,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$9,000,000 GENERAL AGGREGATE \$15,000,000 PRODUCTS - COMP/OP AGG \$9,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> GKKL \$5,000 SIR <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		RAD943782004 AOS	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$10,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Garagekeepers Limit \$3,000,000
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$25,000		18198240	01/01/2021	01/01/2022	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	RWD300121004 AOS RWR300121104 RETRO	01/01/2021	01/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
B		N/A		01/01/2021	01/01/2022	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: Location/Site - 95527 Great Falls Surface (5), 95528 Great Falls Garage /Meters, 97968 City Garage. The City of Great Falls is included as Additional Insured on the General and Garage Liability in accordance with the terms of Additional Insured Endorsement on the policy. Coverage is Primary and Non-Contributory as required under written contract. Insurance charges will include all applicable premiums and costs, as well as retained exposure charges established by the Named Insured. 1/1/2021 - 1/1/2022 Crime & Excess Crime Pol #'s SAA 50414480500 & XSC50414490500; \$5,000,000 OCCURRENCE. Crime coverage provides first party coverage against business related crime such as robbery & burglary, employee dishonesty, forgery or alteration, computer fraud, guest property, money orders, and counterfeit currency.

CERTIFICATE HOLDER City of Great Falls Montana Attn: Community Development Department PO Box 5021 Great Falls MT 59403 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

Holder Identifier : 95527

Certificate No : 570085574386





LOC #:

ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED SP Plus Corporation	
POLICY NUMBER See Certificate Number: 570085574386			
CARRIER See Certificate Number: 570085574386	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER G: Endurance American Specialty Ins Co.	41718
INSURER H: Allied World Assurance Company (US) Inc	19489
INSURER I: Everest Indemnity Insurance Company	10851
INSURER J: American Guarantee & Liability Ins Co	26247

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	EXCESS LIABILITY							
E				CH21RXSZ03X3YIC \$10M xs \$10M	01/01/2021	01/01/2022	Aggregate	\$10,000,000
F				XCQG27921103006 \$15M x \$20M	01/01/2021	01/01/2022	Aggregate	\$15,000,000
G				XSC30000541303 \$15M x \$35M	01/01/2021	01/01/2022	Aggregate	\$15,000,000
H				03126674 \$10M xs \$50M	01/01/2021	01/01/2022	Aggregate	\$10,000,000
I				XC8EX00125211 \$15M xs \$60M	01/01/2021	01/01/2022	Aggregate	\$15,000,000
J				AEC565834101 \$12.5M po \$25M xs \$75M	01/01/2021	01/01/2022	Aggregate	\$12,500,000
K				EXC3284288 \$12.5M po \$25M xs \$75M	01/01/2021	01/01/2022	Aggregate	\$12,500,000
							Each Occurrence	\$12,500,000



LOC #:

ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED SP Plus Corporation	
POLICY NUMBER See Certificate Number: 570085574386			
CARRIER See Certificate Number: 570085574386	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER K: Great American Security Ins Co	31135
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
					(MM/DD/YYYY)	(MM/DD/YYYY)		

Exhibit E

Required Bonds

Contractor shall make, execute, purchase, maintain and deliver to City performance and payment bonds in an amount at least equal to the Contractor’s compensation under this Agreement, conditioned that the Contractor shall faithfully perform of all of Contractor’s obligations under this Agreement and pay all laborers, mechanics, subcontractors, material suppliers and all persons who supply the Contractor or Contractor’s subcontractors with provisions, provender, material, or supplies for performing work on the Project. All bonds must be obtained with a surety company that is duly licensed and authorized to transact business within the state of Montana and to issue bonds for the limits so required. The surety company must have a Best’s Financial Strength Rating of A, as rated by the A. M. Best Co., or an equivalent rating from a similar rating service. All bonds must remain in effect throughout the life of this Agreement and until the date of expiration of Contractor’s warranties. A certified copy of the agent’s authority to act must accompany all bonds signed by an agent. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business within the state of Montana is terminated, Contractor shall promptly notify City and shall within twenty (20) days after the event giving rise to such notification, provide another bond with another surety company, both of which shall comply with all requirements set forth herein.

Bond Types and Amounts:

- 1. Performance Bond Equal to Contractor’s compensation amount

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Sandra M. WINSTED, Diane M. O'LEARY, Susan A. WELSH, Judith A. LUCKY-EFTIMOV, James B. MCTAGGART, Debra J. DOYLE, Sandra M. NOWAK, Jessica B. DEMPSEY, Christina L. SANDOVAL, Kristin L HANNIGAN and Samantha CHIERICI, all of Chicago, Illinois, EACH**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 8th day of April, A.D. 2020.



**ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 8th day of April, A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

CONTINUATION
CERTIFICATE

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

, Surety upon

a certain Bond No. 09124793

on behalf of SP PLUS CORPORATION/STANDARD PARKING
(PRINCIPAL)

and in favor of CITY OF GREAT FALLS, MONTANA
(OBLIGEE)

does hereby continue said bond in force for the further period

beginning on 1/1/2021
(MONTH-DAY-YEAR)

and ending on 12/31/2021
(MONTH-DAY-YEAR)

Amount of bond \$ 350,000.00

Description of bond Parking Enforcement/Services Contract: All operation, enforcement, management and revenue collection duties. Location 01091

Premium: \$ 1,750.00

PROVIDED: That this continuation certificate does not create a new obligation and is executed upon the express condition and provision that the Surety's liability under said bond and this and all Continuation Certificates issued in connection therewith shall not be cumulative and that the said Surety's aggregate liability under said bond and this and all such Continuation Certificates on account of all defaults committed during the period (regardless of the number of years) said bond had been and shall be in force, shall not in any event exceed the amount of said bond as hereinbefore set forth.

Signed and dated on 12/23/2020
(MONTH-DAY-YEAR)

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By 

ATTORNEY-IN-FACT Christina L. Sandoval



Commission Meeting Date: September 21, 2021
CITY OF GREAT FALLS
COMMISSION AGENDA REPORT

Item: Resolution 10413 to Levy and Assess Properties within the Business Improvement District

From: Melissa Kinzler, Finance Director

Initiated By: Annual Assessment Process

Presented By: Melissa Kinzler, Finance Director

Action Requested: City Commission Adopt Resolution 10413

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (adopt/deny) Resolution 10413.”

2. Mayor requests a second to the motion, public comment, Commission discussion, and calls for the vote.

Staff Recommendation: Staff recommends the City Commission adopt Resolution 10413 to levy and assess properties within the Business Improvement District (BID).

Background: The initial creation of the BID was in 1989. It was renewed in 1999, 2009, and 2019, each for periods of ten years by petition of the property owners within the District.

The Business Improvement District's overall purpose is to utilize assessment dollars through the BID to improve and revitalize the downtown area. If there are any material increases or decreases in the actual assessment from the approved budget, the BID's Board will either request a budget amendment from the City Commission or the Board will include the amount of revenue whether it be an increase, or decrease, in their Budget and Work Plan for the coming Fiscal Year. The BID has not changed the areas of the district boundaries since its origination date.

On July 20, 2021, as required by State Statute 7-12-1132 (3) MCA, the BID presented a proposed Work Plan and Budget and recommended a method of levying an assessment on the properties within the district that best ensures the assessment on each lot or parcel is equitable in proportion to the benefits to be received for Fiscal Year 2021/2022. Following the public hearing held on July 20, 2021, the City Commission moved to adopt the FY 2022 Work Plan and Budget for the BID.

Fiscal Impact: The assessment will be according to the formula below approved by the BID Board and the City Commission. The formula will be applied to all parcels within the district with the exception of parcels owned by the City of Great Falls and Cascade County.

1. a flat fee of \$200.00 for each lot or parcel not designated as Land Use Code 125;
2. a flat fee of \$50.00 for each lot or parcel with a designated Land Use Code of 125, which is a Residential Condominium;
3. an assessment of \$.00165 times the market valuation as provided by the Montana Department of Revenue;
4. and an assessment of \$.015 times the square footage of the land area.

The actual assessment for 2021/2022 based on the above assessment formula will generate \$247,921.79 in assessment revenue. The assessment revenue as shown on Exhibit "A" is \$5,165.14 less than the BID assessed in the previous fiscal year. The decrease in this year's assessment revenue can be attributed to a condo master parcel being inactivated by the Department of Revenue and the re-evaluation cycle resulting in a decreased total market valuation of properties within the district. The 2021/2022 assessment per lot or parcel is indicated on the assessment projection summary Exhibit "A" incorporated herein and made a part of Resolution 10413.

Alternatives: The City Commission could choose to deny Resolution 10413 to assess the property owners within the BID. However, on July 20, 2021, the City Commission approved the BID Budget which identifies the BID assessment as 44% of the operating revenues. Denial of Resolution 10413 will prevent the BID from carrying out the City Commission previously approved budget.

Concurrences: The BID partners with several organizations, such as the Downtown Great Falls Association, the Downtown Development Partnership, the City of Great Falls and the Urban Art Project to carry out the overall purpose of improving and revitalizing the downtown area. Finance staff is responsible for assessing and collecting the revenues.

Attachments/Exhibits:

- Resolution 10413
- Resolution 10413 Exhibit "A"

RESOLUTION 10413

A RESOLUTION LEVYING AN ASSESSMENT ON ALL PROPERTIES WITHIN THE GREAT FALLS BUSINESS IMPROVEMENT DISTRICT

WHEREAS, the City Commission of the City of Great Falls is authorized to create and administer a business improvement district as provided by 7-12-1101 through 7-12-1151 M.C.A.; and

WHEREAS, the purpose of a Business Improvement District is to promote the health, safety, prosperity, security and the general welfare of the inhabitants thereof and the people of this state; and will be of special benefit to the property within the boundaries of the district created; and

WHEREAS, on May 16, 1989, the City Commission adopted Resolution 8279 creating a Business Improvement District in Great Falls, Montana for a duration of ten (10) years; and

WHEREAS, on June 15, 1999, the City Commission adopted Resolution 9025, on July 7, 2009, adopted Resolution 9833, and on February 19, 2019, adopted Resolution 10279 re-creating said Business Improvement District for a duration of ten (10) years each; and

WHEREAS, a Board of Trustees for the Business Improvement District has been appointed and said Board has developed and submitted a Work Plan and Proposed Budget to the City Commission of the City of Great Falls; and

WHEREAS, the City Commission of the City of Great Falls is authorized to annually assess and collect the entire cost of the district against the entire district using a method, which best ensures that the assessment on each lot or parcel is equitable in proportion to the benefits to be received as provided by 7-12-1133 M.C.A.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, that:

Section 1 – Adoption of Work Plan and Budget

On July 20, 2021, the City Commission of the City of Great Falls held a public hearing on any objections to the Work Plan and Proposed Budget with the understanding that approval of the two documents would necessitate the levying of an assessment on all the property in the district.

Section 2 – Assessment Method

The assessment formula has been presented to the property owners and recommended to the City Commission as follows:

- a flat fee of \$200.00 for each lot or parcel without a Land Use Code of 125
- a flat fee of \$50.00 for each lot or parcel with a designated Land Use Code of 125, which is a Residential Condominium

- an assessment of \$.00165 times the market valuation as provided by the Montana Department of Revenue, and an
- assessment of \$.015 times the square footage of the land area.

The assessment requested for Fiscal Year 2022 is based on the above assessment formula and will generate TWO HUNDRED FOURTY SEVEN THOUSAND NINE HUNDRED TWENTY ONE AND 79/100 DOLLARS (\$247,921.79) in assessment revenue. Due to overwhelming support for a Business Improvement District and concurrence with the assessment formula, the City Commission of the City of Great Falls hereby approves the levying of the assessment as indicated on the assessment projection summary attached to this resolution as Exhibit "A".

Section 3 – Assessment Due Date

Assessments are payable in two payments and will become delinquent at 5:00 o'clock p.m. on November 30, 2021 and May 31, 2022.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, this 21st day of September, 2021.

Bob Kelly, Mayor

ATTEST:

Lisa Kunz, City Clerk

(Seal of the City)

APPROVED FOR LEGAL CONTENT:

Sara R. Sexe, City Attorney

**GREAT FALLS BUSINESS IMPROVEMENT DISTRICT
ASSESSMENTS FOR FISCAL YEAR 2022, TAX YEAR 2021
RESOLUTION #10413 - EXHIBIT "A"**

PARCEL NO.	PROPERTY OWNER	SUB DIV	Land Use Code (125)	FLAT FEE	TOTAL SQ.FT.	SQ.FT. COST 0.015	MARKET VAL. LAND	MARKET VAL. IMPS.	VALUATION TOTAL	VALUATION COST 0.00165	TOTAL B.I.D. ANNUAL ASSESSMENT
156750	CHS INC	GFO		\$ 200	15,000	\$ 225.00	82,125	514,420	596,545	\$ 984.30	\$ 1,409.30
156950	COMMUNITY HEALTH CARE CENTER INC	GFO		\$ 200	37,500	\$ 562.50	115,875	589,725	705,600	\$ 1,164.24	\$ 1,926.74
157400	COX DOUGLAS J & KENT D	GFO		\$ 200	7,500	\$ 112.50	48,375	172,025	220,400	\$ 363.66	\$ 676.16
157450	517 LLC	GFO		\$ 200	15,000	\$ 225.00	65,250	594,260	659,510	\$ 1,088.19	\$ 1,513.19
157500	RYSTED PETER L LIVING TRUST	GFO		\$ 200	11,250	\$ 168.75	56,813	201,787	258,600	\$ 426.69	\$ 795.44
157600	KUNZ JASON R	GFO		\$ 200	3,750	\$ 56.25	39,938	278,262	318,200	\$ 525.03	\$ 781.28
157650	BRANDENBERGER NED R & JENNIFER	GFO		\$ 200	3,750	\$ 56.25	39,938	44,962	84,900	\$ 140.09	\$ 396.34
157750	EASTER SEALS GOODWILL N ROCKY MTN INC	GFO		\$ 200	22,500	\$ 337.50	132,750	2,409,850	2,542,600	\$ 4,195.29	\$ 4,732.79
157810	EASTER SEALS GOODWILL N ROCKY MTN INC	GFO		\$ 200	7,500	\$ 112.50	48,375	199,125	247,500	\$ 408.38	\$ 720.88
158100	THE PENNANT BUILDING LLC	GFO		\$ 200	7,509	\$ 112.64	48,375	465,025	513,400	\$ 847.11	\$ 1,159.75
158150	HANSON MICHAEL	GFO		\$ 200	7,507	\$ 112.61	48,375	323,000	371,375	\$ 612.77	\$ 925.37
158250	DESCHENES GARY S ETAL	GFO		\$ 200	4,200	\$ 63.00	40,950	473,850	514,800	\$ 849.42	\$ 1,112.42
158300	DSB TOWER LLC	GFO		\$ 200	15,037	\$ 225.56	65,250	17,660	82,910	\$ 136.80	\$ 562.36
158950	BIG SKY SELECT PROPERTIES LLC	GFO		\$ 200	15,000	\$ 225.00	65,250	2,261,350	2,326,600	\$ 3,838.89	\$ 4,263.89
159150	CAMBRIDGE INVESTORS ONE LP	GFO		\$ 200	37,546	\$ 563.19	115,875	1,154,425	1,270,300	\$ 2,096.00	\$ 2,859.19
159225	BUCHANAN-BYRNE BUILDING PARTNERSHIP	GFO		\$ 200	22,500	\$ 337.50	82,125	1,191,275	1,273,400	\$ 2,101.11	\$ 2,638.61
159450	CENTRAL MONTANA PROPERTIES LLC	GFO		\$ 200	7,500	\$ 112.50	48,375	167,590	215,965	\$ 356.34	\$ 668.84
159500	RAMSEY ANN C	GFO		\$ 200	11,250	\$ 168.75	56,813	202,387	259,200	\$ 427.68	\$ 796.43
159550	BENSLEY MARJORIE M	GFO		\$ 200	3,750	\$ 56.25	39,938	45,162	85,100	\$ 140.42	\$ 396.67
159600	BENSLEY MARJORIE M	GFO		\$ 200	3,750	\$ 56.25	39,938	89,562	129,500	\$ 213.68	\$ 469.93
159650	BENSLEY MARJORIE	GFO		\$ 200	3,750	\$ 56.25	39,938	158,590	198,528	\$ 327.57	\$ 583.82
159700	CONTEXT LLC	GFO		\$ 200	3,750	\$ 56.25	39,938	197,750	237,688	\$ 392.19	\$ 648.44
159725	BUCHANAN-BYRNE BUILDING PARTNERSHIP	GFO		\$ 200	11,295	\$ 169.43	56,813	11,920	68,733	\$ 113.41	\$ 482.83
159735	CONTEXT LLC	GFO		\$ 200	7,500	\$ 112.50	48,375	211,225	259,600	\$ 428.34	\$ 740.84
159800	RELIGIOUS CONGRATATION OF BERLINER CONG	GFO		\$ 200	52,490	\$ 787.35	149,625	1,421,820	1,571,445	\$ 2,592.88	\$ 3,580.23
159850	DAVIDSON INVESTMENTS LLC	GFO		\$ 200	67,500	\$ 1,012.50	214,875	8,711,325	8,926,200	\$ 14,728.23	\$ 15,940.73
160300	PASSION & GRIT LLC	GFO		\$ 200	15,000	\$ 225.00	65,250	717,350	782,600	\$ 1,291.29	\$ 1,716.29
160450	POBLANO PROPERTIES LLC	GFO		\$ 200	15,000	\$ 225.00	65,250	528,350	593,600	\$ 979.44	\$ 1,404.44
160500	321 CENTRAL LLC	GFO		\$ 200	15,000	\$ 225.00	65,250	724,750	790,000	\$ 1,303.50	\$ 1,728.50
160550	LERAY PROPERTIES LLC	GFO		\$ 200	7,500	\$ 112.50	48,375	349,225	397,600	\$ 656.04	\$ 968.54
160600	METROPOLITAN LLC	GFO		\$ 200	7,500	\$ 112.50	48,375	272,350	320,725	\$ 529.20	\$ 841.70
160650	BECKMANS BUILDING LLC	GFO		\$ 200	7,500	\$ 112.50	48,375	337,690	386,065	\$ 637.01	\$ 949.51
160900	STOCKMAN BANK OF MONTANA	GFO		\$ 200	15,000	\$ 225.00	65,250	97,710	162,960	\$ 268.88	\$ 693.88
160950	BALTHAZAR ENTERPRISES LLC	GFO		\$ 200	15,000	\$ 225.00	65,250	454,250	519,500	\$ 857.18	\$ 1,282.18
161050	HACKETT GARRY L & CHERYL D	GFO		\$ 200	7,500	\$ 112.50	48,375	683,910	732,285	\$ 1,208.27	\$ 1,520.77
161100	KAUFMAN MARY ANN & IRA M JR	GFO		\$ 200	7,500	\$ 112.50	48,375	402,225	450,600	\$ 743.49	\$ 1,055.99
161150	LEE ALAN B	GFO		\$ 200	3,750	\$ 56.25	39,938	119,862	159,800	\$ 263.67	\$ 519.92
161200	ENGE RICHARD C	GFO		\$ 200	3,750	\$ 56.25	39,938	66,362	106,300	\$ 175.40	\$ 431.65
161250	BIG BROTHERS HOLDING COMPANY LLC	GFO		\$ 200	7,500	\$ 112.50	48,375	299,280	347,655	\$ 573.63	\$ 886.13
161300	STOCKMAN BANK OF MONTANA	GFO		\$ 200	15,000	\$ 225.00	65,250	1,642,450	1,707,700	\$ 2,817.71	\$ 3,243.71

**GREAT FALLS BUSINESS IMPROVEMENT DISTRICT
ASSESSMENTS FOR FISCAL YEAR 2022, TAX YEAR 2021
RESOLUTION #10413 - EXHIBIT "A"**

PARCEL NO.	PROPERTY OWNER	SUB DIV	Land Use Code (125)	FLAT FEE	TOTAL SQ.FT.	SQ.FT. COST 0.015	MARKET VAL. LAND	MARKET VAL. IMPS.	VALUATION TOTAL	VALUATION COST 0.00165	TOTAL B.I.D. ANNUAL ASSESSMENT
161450	KELMAN DAVID & ZACHARY	GFO		\$ 200	3,750	\$ 56.25	39,938	90,462	130,400	\$ 215.16	\$ 471.41
161600	LITTLE WILLIAM L & SHONNA L	GFO		\$ 200	22,500	\$ 337.50	82,125	480,375	562,500	\$ 928.13	\$ 1,465.63
161650	SILVER STATE PARTNERS LLC	GFO		\$ 200	11,250	\$ 168.75	56,813	349,487	406,300	\$ 670.40	\$ 1,039.15
161700	MONTANA TIMES SQUARE LLC	GFO		\$ 200	22,500	\$ 337.50	82,125	817,475	899,600	\$ 1,484.34	\$ 2,021.84
161750	SHEVA LLC	GFO		\$ 200	7,500	\$ 112.50	48,375	118,690	167,065	\$ 275.66	\$ 588.16
161800	HACKETT GARRY L & CHERYL D	GFO		\$ 200	15,000	\$ 225.00	65,250	319,520	384,770	\$ 634.87	\$ 1,059.87
162050	STARRY NIGHT HOSPITALITY LLC	GFO		\$ 200	15,000	\$ 225.00	65,250	1,202,100	1,267,350	\$ 2,091.13	\$ 2,516.13
162100	TLMF INC	GFO		\$ 200	7,500	\$ 112.50	48,375	115,425	163,800	\$ 270.27	\$ 582.77
162150	LARSON EDWARD L	GFO		\$ 200	4,500	\$ 67.50	41,625	59,775	101,400	\$ 167.31	\$ 434.81
162200	LARSON EDWARD L	GFO		\$ 200	3,000	\$ 45.00	38,250	56,650	94,900	\$ 156.59	\$ 401.59
162250	HACKETT GARRY L & CHERYL D	GFO		\$ 200	7,500	\$ 112.50	48,375	770,260	818,635	\$ 1,350.75	\$ 1,663.25
162300	COMMUNITY HEALTH CARE CENTER INC	GFO		\$ 200	15,000	\$ 225.00	65,250	202,070	267,320	\$ 441.08	\$ 866.08
189100	STROMBERG ROBERT C & MARY D	GFO		\$ 200	45,000	\$ 675.00	132,750	2,061,150	2,193,900	\$ 3,619.94	\$ 4,494.94
189150	TUNGSTEN PROPERTIES LLC	GFO		\$ 200	7,500	\$ 112.50	48,375	830,340	878,715	\$ 1,449.88	\$ 1,762.38
189200	BEBBINGTON MICHELLE	GFO		\$ 200	7,500	\$ 112.50	48,375	154,625	203,000	\$ 334.95	\$ 647.45
189250	SPENCER TIMOTHY W	GFO		\$ 200	3,750	\$ 56.25	39,938	148,160	188,098	\$ 310.36	\$ 566.61
189300	NORDRUM ORVILLE M & JOSEPHINE A	GFO		\$ 200	3,750	\$ 56.25	39,938	60,162	100,100	\$ 165.17	\$ 421.42
189350	HARRIS DAVID ALLAN	GFO		\$ 200	3,750	\$ 56.25	39,938	141,862	181,800	\$ 299.97	\$ 556.22
189400	DEVLIN LLC	GFO		\$ 200	3,750	\$ 56.25	39,938	73,070	113,008	\$ 186.46	\$ 442.71
189450	SPENCER TIMOTHY	GFO		\$ 200	7,500	\$ 112.50	48,375	252,525	300,900	\$ 496.49	\$ 808.99
189500	CENTER FOR MENTAL HEALTH INC OF GF MT	GFO		\$ 200	15,000	\$ 225.00	65,250	762,050	827,300	\$ 1,365.05	\$ 1,790.05
189550	CENTER FOR MENTAL HEALTH INC OF GF MT	GFO		\$ 200	7,500	\$ 112.50	48,375	549,125	597,500	\$ 985.88	\$ 1,298.38
189700	FLY AWAY LLC	GFO		\$ 200	15,000	\$ 225.00	65,250	585,650	650,900	\$ 1,073.99	\$ 1,498.99
189750	SCHUBARTH SANDRA	GFO		\$ 200	7,500	\$ 112.50	48,375	291,425	339,800	\$ 560.67	\$ 873.17
189800	NOISHT PROPERTIES LLC	GFO		\$ 200	7,500	\$ 112.50	48,375	270,625	319,000	\$ 526.35	\$ 838.85
189850	WEST HOLLYWOOD COWBOY HOTEL LLC ETAL	GFO		\$ 200	7,500	\$ 112.50	48,375	342,220	390,595	\$ 644.48	\$ 956.98
189900	ELMORE ROBERTS LLC	GFO		\$ 200	15,000	\$ 225.00	65,250	2,279,250	2,344,500	\$ 3,868.43	\$ 4,293.43
190000	WVH ENTERPRISES LLC	GFO		\$ 200	566	\$ 8.49	32,513	2,110	34,623	\$ 57.13	\$ 265.62
190050	KEILMAN & TRUNKLE ENTERPRISES LLC	GFO		\$ 200	5,535	\$ 83.03	43,988	248,612	292,600	\$ 482.79	\$ 765.82
190150	ELMORE ROBERTS LLC	GFO		\$ 200	7,500	\$ 112.50	48,375	7,110	55,485	\$ 91.55	\$ 404.05
190200	ELMORE ROBERTS LLC	GFO		\$ 200	7,500	\$ 112.50	48,375	7,110	55,485	\$ 91.55	\$ 404.05
190250	CENTER FOR MENTAL HEALTH	GFO		\$ 200	7,500	\$ 112.50	48,375	578,370	626,745	\$ 1,034.13	\$ 1,346.63
190350	MADILL JASON C & TAMARA L	GFO		\$ 200	67,500	\$ 1,012.50	190,125	1,528,075	1,718,200	\$ 2,835.03	\$ 4,047.53
190450	BIG SKY SELECT MIGHT MO LLC	GFO		\$ 200	7,500	\$ 112.50	48,375	326,280	374,655	\$ 618.18	\$ 930.68
190500	GREAT FALLS CENTRAL LLC	GFO		\$ 200	3,750	\$ 56.25	39,938	292,620	332,558	\$ 548.72	\$ 804.97
190600	M & L RENTALS LLC	GFO		\$ 200	7,500	\$ 112.50	48,375	1,240,680	1,289,055	\$ 2,126.94	\$ 2,439.44
190650	SEMANSKY JOHN S & LISA SWAN	GFO		\$ 200	3,750	\$ 56.25	39,938	148,562	188,500	\$ 311.03	\$ 567.28
190700	WONG MING & SU	GFO		\$ 200	3,750	\$ 56.25	39,938	197,362	237,300	\$ 391.55	\$ 647.80
190800	FIRST BUILDING CORPORATION	GFO		\$ 200	22,500	\$ 337.50	82,125	-	82,125	\$ 135.51	\$ 673.01
190950	ATLANTIC FINANCIAL GROUP LTD	GFO		\$ 200	-	\$ -	-	5,267,200	5,267,200	\$ 8,690.88	\$ 8,690.88

**GREAT FALLS BUSINESS IMPROVEMENT DISTRICT
ASSESSMENTS FOR FISCAL YEAR 2022, TAX YEAR 2021
RESOLUTION #10413 - EXHIBIT "A"**

PARCEL NO.	PROPERTY OWNER	SUB DIV	Land Use Code (125)	FLAT FEE	TOTAL SQ.FT.	SQ.FT. COST 0.015	MARKET VAL. LAND	MARKET VAL. IMPS.	VALUATION TOTAL	VALUATION COST 0.00165	TOTAL B.I.D. ANNUAL ASSESSMENT
191050	ALLEY STEPHEN J	GFO		\$ 200	15,000	\$ 225.00	65,250	1,016,440	1,081,690	\$ 1,784.79	\$ 2,209.79
191100	WHITE BELLY PROPERTIES LLC	GFO		\$ 200	7,492	\$ 112.38	48,375	596,725	645,100	\$ 1,064.42	\$ 1,376.80
191150	JOVICK LEPARD LLC	GFO		\$ 200	7,500	\$ 112.50	48,375	668,625	717,000	\$ 1,183.05	\$ 1,495.55
191300	FIRST NATIONAL BANK	GFO		\$ 200	15,000	\$ 225.00	65,250	14,560	79,810	\$ 131.69	\$ 556.69
191400	RICHARDS PHILLIP	GFO		\$ 200	15,000	\$ 225.00	65,250	552,450	617,700	\$ 1,019.21	\$ 1,444.21
191450	TOVSON LLC	GFO		\$ 200	7,500	\$ 112.50	48,375	279,000	327,375	\$ 540.17	\$ 852.67
191500	CYRUS INVESTMENTS LLC	GFO		\$ 200	30,000	\$ 450.00	99,000	1,601,000	1,700,000	\$ 2,805.00	\$ 3,455.00
191550	FIRST NATIONAL BANK	GFO		\$ 200	52,500	\$ 787.50	149,625	426,660	576,285	\$ 950.87	\$ 1,938.37
191600	MONTANA INSTITUTE OF FAMILY LIVING	GFO		\$ 200	22,500	\$ 337.50	82,125	4,272,120	4,354,245	\$ 7,184.50	\$ 7,722.00
191700	MURPHY REAL ESTATE LLC	GFO		\$ 200	18,750	\$ 281.25	73,688	539,612	613,300	\$ 1,011.95	\$ 1,493.20
191750	MURPHY TIMOTHY M & DEBORAH S	GFO		\$ 200	11,250	\$ 168.75	56,813	70,687	127,500	\$ 210.38	\$ 579.13
191950	MONTANA INSTITUTE OF FAMILY LIVING	GFO		\$ 200	15,000	\$ 225.00	65,250	5,190	70,440	\$ 116.23	\$ 541.23
192100	BLANKENSHIP BOBBI	GFO		\$ 200	15,333	\$ 230.00	71,024	1,521,690	1,592,714	\$ 2,627.98	\$ 3,057.97
192150	GAELIC PROPERTIES INC	GFO		\$ 200	11,250	\$ 168.75	56,813	446,987	503,800	\$ 831.27	\$ 1,200.02
192200	ARVON BLOCK DEVELOPMENT VENTURE LLC	GFO		\$ 200	11,237	\$ 168.56	56,813	2,386,687	2,443,500	\$ 4,031.78	\$ 4,400.33
192300	MURPHY REAL ESTATE LLC	GFO		\$ 200	15,000	\$ 225.00	65,250	2,482,250	2,547,500	\$ 4,203.38	\$ 4,628.38
192350	WEIGAND JOHN W & PEGGY LOU ETAL	GFO		\$ 200	15,000	\$ 225.00	65,250	797,050	862,300	\$ 1,422.80	\$ 1,847.80
192450	JENNINGS LAND LIMITED PARTNERSHIP	GFO		\$ 200	7,500	\$ 112.50	48,375	120,125	168,500	\$ 278.03	\$ 590.53
192500	OIDHREACHT PROPERTIES LLC	GFO		\$ 200	20,016	\$ 300.24	74,849	302,270	377,119	\$ 622.25	\$ 1,122.49
192700	MURPHY REAL ESTATE LLC	GFO		\$ 200	46,237	\$ 693.56	135,585	40,990	176,575	\$ 291.35	\$ 1,184.90
192850	MURPHY REAL ESTATE LLC	GFO		\$ 200	6,229	\$ 93.44	45,540	357,880	403,420	\$ 665.64	\$ 959.08
192950	LAWYERS GUNS & MONEY LLC	GFO		\$ 200	9,017	\$ 135.26	51,750	1,153,150	1,204,900	\$ 1,988.09	\$ 2,323.34
193050	CTA BUILDING LLP	GFO		\$ 200	12,606	\$ 189.09	59,850	2,540,650	2,600,500	\$ 4,290.83	\$ 4,679.92
193100	CTA BUILDING LLP ETAL	GFO		\$ 200	1,800	\$ 27.00	35,550	-	35,550	\$ 58.66	\$ 285.66
193150	KELMAN ZOLLIE ETAL	GFO		\$ 200	14,100	\$ 211.50	63,225	207,670	270,895	\$ 446.98	\$ 858.48
193200	KELMAN ZOLLIE ETAL	GFO		\$ 200	15,000	\$ 225.00	65,250	803,650	868,900	\$ 1,433.69	\$ 1,858.69
193250	WHITE BELLY PROPERTIES LLC	GFO		\$ 200	7,500	\$ 112.50	48,375	238,025	286,400	\$ 472.56	\$ 785.06
193300	MARZETTA MICHAEL	GFO		\$ 200	7,500	\$ 112.50	48,375	348,325	396,700	\$ 654.56	\$ 967.06
193350	FERRIN WILLIAM E & MARY SUZANNE TRUST	GFO		\$ 200	7,500	\$ 112.50	48,375	315,025	363,400	\$ 599.61	\$ 912.11
193450	GREAT FALLS TRANSIT DISTRICT	GFO		\$ 200	15,000	\$ 225.00	65,250	290,520	355,770	\$ 587.02	\$ 1,012.02
193550	GREAT FALLS RESCUE MISSION	GFO		\$ 200	15,000	\$ 225.00	65,250	567,830	633,080	\$ 1,044.58	\$ 1,469.58
193650	FERRIN WILLIAM E & MARY SUZANNE TRUST	GFO		\$ 200	7,500	\$ 112.50	48,375	250,325	298,700	\$ 492.86	\$ 805.36
193700	WHITE BELLY PROPERTIES LLC	GFO		\$ 200	15,000	\$ 225.00	65,250	19,550	84,800	\$ 139.92	\$ 564.92
193900	NEIGHBORHOOD HOUSING SERVICES INC	GFO		\$ 200	7,500	\$ 112.50	48,375	17,700	66,075	\$ 109.02	\$ 421.52
193950	PLACID RENTALS LLC	GFO		\$ 200	15,000	\$ 225.00	65,250	194,310	259,560	\$ 428.27	\$ 853.27
224650	PORTNEY ABBY KELMAN	GFO		\$ 200	19,483	\$ 292.25	77,144	377,856	455,000	\$ 750.75	\$ 1,243.00
616205	WHITCOMB BRENDAN	503		\$ 200	574	\$ 8.61	2,897	120,203	123,100	\$ 203.12	\$ 411.73
616210	FRANK PLUMLEE FAMILY TRUST	503	125	\$ 50	450	\$ 6.75	2,273	190,327	192,600	\$ 317.79	\$ 374.54
616215	HAGAN ROGER A	503	125	\$ 50	308	\$ 4.62	1,557	139,043	140,600	\$ 231.99	\$ 286.61
616220	FINLAYSON JAMES D	503	125	\$ 50	291	\$ 4.37	1,471	138,729	140,200	\$ 231.33	\$ 285.70

**GREAT FALLS BUSINESS IMPROVEMENT DISTRICT
ASSESSMENTS FOR FISCAL YEAR 2022, TAX YEAR 2021
RESOLUTION #10413 - EXHIBIT "A"**

PARCEL NO.	PROPERTY OWNER	SUB DIV	Land Use Code (125)	FLAT FEE	TOTAL SQ.FT.	SQ.FT. COST 0.015	MARKET VAL. LAND	MARKET VAL. IMPS.	VALUATION TOTAL	VALUATION COST 0.00165	TOTAL B.I.D. ANNUAL ASSESSMENT
616225	REYNOLDS STEWART W & SARA A	503	125	\$ 50	500	\$ 7.50	2,522	197,878	200,400	\$ 330.66	\$ 388.16
616230	SAVAGE JEFFREY J ETAL	503	125	\$ 50	476	\$ 7.14	2,403	192,497	194,900	\$ 321.59	\$ 378.73
616235	WHITCOMB BRENDAN	503	125	\$ 50	469	\$ 7.04	2,369	190,431	192,800	\$ 318.12	\$ 375.16
616240	BENNETTS MARJORIE	503	125	\$ 50	268	\$ 4.02	1,352	128,348	129,700	\$ 214.01	\$ 268.03
616245	KUBAS HEATHER	503	125	\$ 50	416	\$ 6.24	2,102	167,598	169,700	\$ 280.01	\$ 336.25
616250	WHITCOMB BRENDAN	503		\$ 200	608	\$ 9.12	3,068	205,032	208,100	\$ 343.37	\$ 552.49
616255	WHITCOMB BRENDAN	503		\$ 200	311	\$ 4.67	1,568	65,232	66,800	\$ 110.22	\$ 314.89
616260	WHITCOMB BRENDAN	503		\$ 200	441	\$ 6.62	2,227	113,173	115,400	\$ 190.41	\$ 397.03
616265	WHITCOMB BRENDAN	503		\$ 200	444	\$ 6.66	2,244	88,356	90,600	\$ 149.49	\$ 356.15
616270	COMMUNITY HEALTH CARE CENTER INC	503		\$ 200	574	\$ 8.61	2,897	150,803	153,700	\$ 253.61	\$ 462.22
616275	UNDERWOOD JASON M	503	125	\$ 50	450	\$ 6.75	2,273	185,327	187,600	\$ 309.54	\$ 366.29
616280	GREEN BROOKS ETAL	503	125	\$ 50	549	\$ 8.24	2,772	199,228	202,000	\$ 333.30	\$ 391.54
616285	BISTODEAU JUDY K & GARY	503	125	\$ 50	444	\$ 6.66	2,244	188,856	191,100	\$ 315.32	\$ 371.98
616290	YEON JENEE S	503	125	\$ 50	417	\$ 6.26	2,108	179,192	181,300	\$ 299.15	\$ 355.40
616295	ROBERTS DUSTIN E	503	125	\$ 50	509	\$ 7.64	2,568	205,632	208,200	\$ 343.53	\$ 401.17
616300	JOHNSON CAROLINE B	503	125	\$ 50	416	\$ 6.24	2,102	177,898	180,000	\$ 297.00	\$ 353.24
616305	QUINN SUSAN E	503	125	\$ 50	549	\$ 8.24	2,772	198,528	201,300	\$ 332.15	\$ 390.38
616310	EULTGEN DARREN & CINDY	503	125	\$ 50	444	\$ 6.66	2,244	188,256	190,500	\$ 314.33	\$ 370.99
616315	EULTGEN DARREN & CINDY	503	125	\$ 50	417	\$ 6.26	2,108	177,992	180,100	\$ 297.17	\$ 353.42
616320	BURGAN VALERIE G	503	125	\$ 50	509	\$ 7.64	2,568	201,232	203,800	\$ 336.27	\$ 393.91
616325	WAKEMAN NORMAN S JR & MELYNN K	503	125	\$ 50	416	\$ 6.24	2,102	177,398	179,500	\$ 296.18	\$ 352.42
617100	WILLIAMS DONALD E TRUST ETAL	FP1		\$ 200	6,665	\$ 99.98	42,909	888,191	931,100	\$ 1,536.32	\$ 1,836.29
617150	WARD KRAIG ALLAN	FP1		\$ 200	871	\$ 13.07	5,466	197,420	202,886	\$ 334.76	\$ 547.83
620650	ROGERS DARYL D	CAP		\$ 200	3,615	\$ 54.23	15,680	89,520	105,200	\$ 173.58	\$ 427.81
620660	WILSON THOMAS M JR & KATHLEEN A	CAP		\$ 200	4,574	\$ 68.61	19,869	139,531	159,400	\$ 263.01	\$ 531.62
620670	MEADOWLARK HOME CARE LLC	CAP		\$ 200	6,839	\$ 102.59	29,702	135,698	165,400	\$ 272.91	\$ 575.50
628625	SEIDLITZ JOHN E JR ETAL	HBC		\$ 200	713	\$ 10.70	17,382	62,618	80,000	\$ 132.00	\$ 342.70
628630	CORDEIRO CHRIS A	HBC		\$ 200	713	\$ 10.70	17,382	62,618	80,000	\$ 132.00	\$ 342.70
647400	A&E RENTALS LLC	EBC		\$ 200	10,336	\$ 155.04	58,498	503,302	561,800	\$ 926.97	\$ 1,282.01
647402	UAZ BUILDING PARTNERSHIP	EBC		\$ 200	4,386	\$ 65.79	28,342	288,558	316,900	\$ 522.89	\$ 788.68
647404	RAILROAD SQUARE LLC	EBC		\$ 200	11,903	\$ 178.55	63,936	477,264	541,200	\$ 892.98	\$ 1,271.53
647406	UAZ BUILDING PARTNERSHIP	EBC		\$ 200	4,699	\$ 70.49	28,719	293,781	322,500	\$ 532.13	\$ 802.61
650100	MARTIN SCHULKE & ST JOHN LLP	HBB		\$ 200	10,000	\$ 150.00	33,000	397,160	430,160	\$ 709.76	\$ 1,059.76
650200	MARTIN SCHULKE & ST JOHN LLP	HBB		\$ 200	10,000	\$ 150.00	33,000	397,160	430,160	\$ 709.76	\$ 1,059.76
650300	MARTIN SCHULKE & ST JOHN LLP	HBB		\$ 200	10,000	\$ 150.00	33,000	397,160	430,160	\$ 709.76	\$ 1,059.76
651010	MEYER KATTIE & KIRKLEN A	JHC		\$ 200	936	\$ 14.04	6,037	298,063	304,100	\$ 501.77	\$ 715.81
651020	MONTCARE INC	JHC		\$ 200	588	\$ 8.82	3,793	36,630	40,423	\$ 66.70	\$ 275.52
651030	CONNER DENNIS & JANIS	JHC		\$ 200	542	\$ 8.13	3,793	124,307	128,100	\$ 211.37	\$ 419.50
651040	ROCKET CLONE LLC	JHC		\$ 200	560	\$ 8.40	3,609	151,191	154,800	\$ 255.42	\$ 463.82
651050	SUTTON DANNIE R SR	JHC		\$ 200	596	\$ 8.94	3,841	213,059	216,900	\$ 357.89	\$ 566.89

**GREAT FALLS BUSINESS IMPROVEMENT DISTRICT
ASSESSMENTS FOR FISCAL YEAR 2022, TAX YEAR 2021
RESOLUTION #10413 - EXHIBIT "A"**

PARCEL NO.	PROPERTY OWNER	SUB DIV	Land Use Code (125)	FLAT FEE	TOTAL SQ.FT.	SQ.FT. COST 0.015	MARKET VAL. LAND	MARKET VAL. IMPS.	VALUATION TOTAL	VALUATION COST 0.00165	TOTAL B.I.D. ANNUAL ASSESSMENT
651090	NORTH DATA CENTER LLC	JHC		\$ 200	1,430	\$ 21.45	9,225	386,575	395,800	\$ 653.07	\$ 874.52
651100	OLSON KENNETH R & ILINDA M ETAL	JHC		\$ 200	2,770	\$ 41.55	4,044	224,256	228,300	\$ 376.70	\$ 618.25
651115	MARR LIVING TRUST	LJC	125	\$ 50	474	\$ 7.11	3,096	385,704	388,800	\$ 641.52	\$ 698.63
651120	MCCURRY BEATRICE C	LJC	125	\$ 50	474	\$ 7.11	3,096	240,304	243,400	\$ 401.61	\$ 458.72
651125	SALONEN WILLIAM W & SUSAN L	LJC	125	\$ 50	474	\$ 7.11	3,096	220,404	223,500	\$ 368.78	\$ 425.89
651501	L'HEUREUX PAGE WERNER PC	KAT		\$ 200	7,601	\$ 114.02	29,779	739,121	768,900	\$ 1,268.69	\$ 1,582.70
651502	MONTANA HOMEOWNERSHIP NETWORK INC	KAT		\$ 200	1,668	\$ 25.02	6,603	163,897	170,500	\$ 281.33	\$ 506.35
651503	SILVERTIP LLC	KAT		\$ 200	2,224	\$ 33.36	8,870	220,130	229,000	\$ 377.85	\$ 611.21
651504	NEIGHBORHOOD HOUSING SERVICES INC	KAT		\$ 200	1,112	\$ 16.68	4,369	126,770	131,139	\$ 216.38	\$ 433.06
651505	NEIGHBORHOOD HOUSING SERVICES INC	KAT		\$ 200	2,966	\$ 44.49	11,621	288,479	300,100	\$ 495.17	\$ 739.66
651506	NEIGHBORHOOD HOUSING SERVICES INC	KAT		\$ 200	2,966	\$ 44.49	20,884	518,416	539,300	\$ 889.85	\$ 1,134.34
1888310	MCMANUS PROPERTIES LLC	T20N, R3E		\$ 200	31,363	\$ 470.45	102,067	694,280	796,347	\$ 1,313.97	\$ 1,984.42
1921200	NORTHWESTERN CORP TRANSMISSION & DISTR	GF		\$ 200	26,250	\$ 393.75	-	2,331,129	2,331,129	\$ 3,846.36	\$ 4,440.11
1921700	CENTURYLINK INC	GF		\$ 200	30,000	\$ 450.00	-	1,347,657	1,347,657	\$ 2,223.63	\$ 2,873.63
2019175	ENERGY WEST MONTANA INC	GF		\$ 200	91,000	\$ 1,365.00	-	3,827,425	3,827,425	\$ 6,315.25	\$ 7,880.25
2020119	DSB TOWER LLC	DSB		\$ 200	15,000	\$ 225.00	8,212	321,556	329,768	\$ 544.12	\$ 969.12
2020120	DSB TOWER LLC	DSB		\$ 200	5,944	\$ 89.16	5,749	282,378	288,127	\$ 475.41	\$ 764.57
2020121	FRANCIS MARIE PSALM 27:17 LLC	DSB		\$ 200	9,056	\$ 135.84	9,034	1,023,349	1,032,383	\$ 1,703.43	\$ 2,039.27
2020122	SCHULTE DIRK AGENCY	DSB		\$ 200	5,483	\$ 82.25	5,749	355,028	360,777	\$ 595.28	\$ 877.53
2020123	DSB TOWER LLC	DSB		\$ 200	2,831	\$ 42.47	2,956	106,827	109,783	\$ 181.14	\$ 423.61
2020124	DSB TOWER LLC	DSB		\$ 200	2,797	\$ 41.96	2,546	102,920	105,466	\$ 174.02	\$ 415.97
2020125	DSB TOWER LLC	DSB		\$ 200	1,862	\$ 27.93	1,971	70,448	72,419	\$ 119.49	\$ 347.42
2020126	KSJ PROPERTIES LLC	DSB		\$ 200	6,083	\$ 91.25	5,749	539,651	545,400	\$ 899.91	\$ 1,191.16
2020127	DSB TOWER LLC	DSB		\$ 200	1,914	\$ 28.71	1,889	117,395	119,284	\$ 196.82	\$ 425.53
2020128	DSB TOWER LLC	DSB		\$ 200	2,153	\$ 32.30	2,135	68,805	70,940	\$ 117.05	\$ 349.35
2020129	DSB TOWER LLC	DSB		\$ 200	2,491	\$ 37.37	2,464	79,578	82,042	\$ 135.37	\$ 372.73
2020130	GILLEON RESERVATION LLC	DSB		\$ 200	5,618	\$ 84.27	5,749	271,828	277,577	\$ 458.00	\$ 742.27
2020131	DSB TOWER LLC	DSB		\$ 200	12,641	\$ 189.62	16,836	516,318	533,154	\$ 879.70	\$ 1,269.32
2020134	DSB TOWER LLC	DSB		\$ 200	7,023	\$ 105.35	11,087	281,880	292,967	\$ 483.40	\$ 788.74
2020190	HANSERJAC LLC	JHC		\$ 200	3,525	\$ 52.88	5,142	215,658	220,800	\$ 364.32	\$ 617.20
2020196	STSA PARTNERS LLC	FBC		\$ 200	8,455	\$ 126.83	45,664	179,340	225,004	\$ 371.26	\$ 698.08
2020197	HICKS ENDEAVORS LLC	FBC		\$ 200	2,165	\$ 32.48	11,416	114,184	125,600	\$ 207.24	\$ 439.72
TOTALS				\$ 35,100	1,917,834	\$ 28,767.51	\$ 8,009,347	\$103,538,409	111,547,756	\$ 184,053.80	\$ 247,921.31

Units with Land Use Code 125



Commission Meeting Date: September 21, 2021
CITY OF GREAT FALLS
COMMISSION AGENDA REPORT

Item: Resolution 10414 to Levy and Assess Properties within the Tourism Business Improvement District

From: Melissa Kinzler, Finance Director

Initiated By: Annual Assessment Process

Presented By: Melissa Kinzler, Finance Director

Action Requested: City Commission Adopt Resolution 10414

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (adopt/deny) Resolution 10414.”

2. Mayor requests a second to the motion, public comment, Commission discussion, and calls for the vote.

Staff Recommendation: Staff recommends the City Commission adopt Resolution 10414 to levy and assess properties within the Tourism Business Improvement District (TBID).

Background: The initial creation of the TBID was in 2008. On February 6, 2018, the City Commission approved Resolution 10222 re-creating said TBID for a duration of ten (10) years. The TBID's overall purpose is to promote tourism, conventions, trade shows, and travel to the City of Great Falls through the use of assessment revenue. If there are any material increases or decreases in the actual assessment from the approved budget, the TBID's Board will either request a budget amendment from the City Commission, or the Board will include the amount of revenue whether it is an increase or decrease in their Work Plan and Budget for the coming Fiscal Year.

On July 20, 2021, as required by State Statute 7-12-1132 (3) MCA, the TBID presented a proposed Work Plan and Budget and recommended a method of levying an assessment on the properties within the district that best ensures the assessment on each property is equitable and in proportion to the benefits to be received for Fiscal Year 2021/2022. Following the public hearing held on July 20, 2021, the City Commission moved to adopt the 2021/2022 Work Plan and Budget for the TBID.

Fiscal Impact:

The assessment will be according to the formula approved with the re-creation of the district:

The assessment will be a flat fee of two dollars (\$2.00) per occupied room night for establishments with 31 or more rooms and a flat fee of one dollar (\$1.00) per occupied room night for establishments with 1-

30 as prescribed in Mont. Code Ann. Section 7-12-1133(f). The new assessment method began on July 1, 2018. Assessment data is collected by an outside accounting firm through quarterly reporting from each property and is billed in arrears.

The assessment amount requested by the TBID through their Work Plan and Budget was \$511,216. The actual assessment for Fiscal Year 2021/2022 based on the above assessment formula will generate \$589,004 in assessment revenue. Last year, the total assessment billed was \$635,453. The decrease of \$46,449 over last year's assessment is attributed to a decrease in lodging during the COVID-19 pandemic for the assessment period that ended June 30, 2021. The 2021/2022 assessment per property is indicated on the assessment projection summary as Exhibit "A" incorporated herein and made a part of Resolution 10414.

Alternatives: The City Commission could choose to deny Resolution 10414 to assess the property owners in the TBID. However, on July 20, 2021, the City Commission approved the TBID Budget which identifies the TBID assessment as 52% of the operating revenues. Denial of Resolution 10414 will prevent the TBID from carrying out the City Commission previously approved budget.

Concurrences: The TBID partners with several organizations to provide results and follow the overall purpose for the TBID. Finance staff is responsible for assessing and collecting the revenues.

Attachments/Exhibits:

- Resolution 10414
- Resolution 10414 Exhibit "A"

RESOLUTION 10414**A RESOLUTION LEVYING AN ASSESSMENT ON ALL PROPERTIES
WITHIN THE GREAT FALLS TOURISM BUSINESS IMPROVEMENT DISTRICT
(TBID) NO. 1307**

WHEREAS, the City Commission is authorized to create and administer a business improvement district as provided by § 7-12-1101 through § 7-12-1151 MCA; and

WHEREAS, the City Commission is authorized, more specifically by § 7-12-1101 through § 7-12-1144 MCA, to create a Tourism Business Improvement District (TBID) to promote tourism, conventions, trade shows, and travel to the City of Great Falls; and

WHEREAS, on December 2, 2008, the City Commission adopted Resolution 9792 creating the Tourism Business Improvement District No. 1307 in Great Falls, Montana for a duration of ten (10) years; and

WHEREAS, on February 6, 2018, the City Commission adopted Resolution 10222, re-creating said Tourism Business Improvement District for a duration of ten (10) years; and

WHEREAS, a Board of Directors for the Tourism Business Improvement District has been appointed and said Board has developed and submitted a Work Plan and Proposed Budget to the City Commission; and

WHEREAS, the City Commission is required by § 7-12-1132(b) MCA to conduct a public hearing to hear objections to the work plan and budget, and may modify as it considers necessary and appropriate; and

WHEREAS, the City Commission is authorized to require all or any portion of the cost of funding all uses and projects for tourism promotion within Great Falls, as specified in the Great Falls Tourism Business Improvement District budget, be paid by the owners of the

property embraced within the boundaries of such a district; and

WHEREAS, the City Commission is authorized to annually assess and collect the entire cost of the district against the entire district using a method, which best ensures that the assessment on each lot or parcel is equitable in proportion to the benefits to be received as provided by § 7-12-1133 MCA.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, that:

Section 1 – Adoption of Work Plan and Budget

On July 20, 2021, the City Commission held a public hearing on any objections to the Work Plan and Proposed Budget with the understanding that approval of the two documents would necessitate the levying of an assessment on all the property in the district.

Section 2 – Assessment Method

All parcels with hotels, with six or more rooms, defined as any structure, or any portion of any structure, which is occupied or intended or designed for occupancy by transients for dwelling, lodging, or sleeping purposes and includes any hotel, inn, motel, or other similar structure or portion thereof, within the boundaries of the district are to be assessed for the costs of operating the Tourism Business Improvement District. Stays by persons who are otherwise exempt from paying a transient occupancy tax (a.k.a lodging facility use tax), as provided in § 15-65-101 through § 15-65-136 MCA, shall be exempt from the assessment.

The assessment will be a flat fee of two dollars (\$2.00) per occupied room night for establishments with 31-40 rooms (Land Use Code 154) and establishments with over 40 rooms (Land Use Code 155) and a flat fee of one dollar (\$1.00) per occupied room night for establishments with 1-10 rooms (Land Use Code 151), 11-20 rooms (Land Use Code 152) and for establishments with 21-30 rooms (Land Use Code 153) as prescribed in Mont. Code Ann. § 7-12-1133(f).

The assessment requested for Fiscal Year 2021/2022 is based on the above assessment formula and will generate FIVE HUNDRED EIGHTY NINE THOUSAND AND FOUR DOLLARS (\$589,004) in assessment revenue due to the assessment time frame.

Due to overwhelming support for a Tourism Business Improvement District and concurrence with the assessment formula, the City Commission hereby approves the levying of the assessment as indicated on the assessment projection summary attached to this resolution as Exhibit “A”.

Section 3 – Assessment Due Date

Assessments are payable in two payments and will become delinquent at 5:00 o’clock p.m. on November 30, 2021 and May 31, 2022.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana,
this 21st day of September, 2021.

Bob Kelly, Mayor

ATTEST:

Lisa Kunz, City Clerk

(Seal of the City)

APPROVED FOR LEGAL CONTENT:

Sara R. Sexe, City Attorney

**TOURISM BUSINESS IMPROVEMENT DISTRICT
ASSESSMENTS FOR TAX YEAR 2021, FISCAL YEAR 2022
RESOLUTION #10414 - EXHIBIT "A"**

PARCEL NO.	PROPERTY OWNER	BUSINESS NAME	SUB DIV	LOT	BLOCK	PROPERTY ADDRESS	TBID ASSESSMENT
1	1734800 3 HIGH INC	AIRWAY MOTEL	UNA	1	8	1800 14TH ST SW	EXEMPT
2	314000 FORBES PROPERTIES INC.	ALBERTA MOTEL & ANNEX COURT	GF5	LOT 8 - E15' & E15' OF W35' OF N80' LOT 9	607	1101 CENTRAL AVE W	\$ 1,576.00
3	716000 BRGF ENTERPRISES LLC	BEST RESTING GREAT FALLS INN	COW	1	1	5001 RIVER DR N	\$ 240.00
4	1083100 HERITAGE INN INC	BEST WESTERN HERITAGE INN	MNT	2-7	1	1700 FOX FARM RD	\$ 44,914.00
5	311500 MEHTA MARK ETAL	CENTRAL MOTEL	GF5	11-14	603	715 CENTAL AVE	\$ 1,255.00
6	898070 I15 HOTELS LLC	COMFORT INN & SUITES	GMP	8	1	1801 MARKET PLACE DR	\$ 27,380.00
7	1894100 ROY D & DIANE N VOLK	CRESTVIEW INN & SUITES				500 13TH AVE S	EXEMPT
8	1900110 GREAT FALLS CRYSTAL INN LLC	CRYSTAL INN	FJT	1	1	3701 31ST ST SW	\$ 22,156.00
9	1861800 COOPERS TROOPERS LIMITED PARTNERSHIP	DAYS INN	WW4	1	1	101 14TH AVE NW	\$ 18,198.00
10	191500 CYRUS INVESTMENTS LLC	TRAVELDOGE	GFO	4-7	366	220 CENTRAL AVE	\$ 15,622.00
11	526020 BRE ESA PROPERTIES LLC	EXTENDED STAY AMERICA	BBP	3	1	800 RIVER DR S	\$ 35,762.00
12	824600 OZZY LLC	GREAT FALLS COMFORT INN	G15	10	2	1120 9TH ST S	\$ 15,430.00
13	278000 JKR LLC	WINGATE GREAT FALLS	GF1	1- 7	513	1000 9TH AVE S	\$ 12,886.00
14	898060 JK GREAT FALLS LLC	GREAT FALLS HIE HOTEL & SUITES	GMP	7AA	1	1625 MARKET PLACE DR	\$ 33,910.00
15	722415 GREAT FALLS INN	GREAT FALLS INN	DE2	2	1	1400 28TH ST S	\$ 17,394.00
16	1897650 GREAT FALLS LODGING INVESTORS	HAMPTON INN		SEC 15, TWNSHP 20, RANGE 3E		2301 14TH ST SW	\$ 28,806.00
17	972810 RUSSELL COUNTRY INVESTORS LLC	HILTON GARDEN INN	HGI	2	1	2520 14TH ST SW	\$ 32,716.00
18	821600 DHILLON HOTELS INC	HOLIDAY INN	G15	15	1	400 10TH AVE S	\$ 41,350.00
19	192200 ARVON BLOCK DEVELOPMENT VENTURE LLC	HOTEL ARVON	GFO	E1/2 LOT 4 - ALL OF LOT 5	368	116 1ST AVE S	\$ 7,856.00
20	122950 MEHTA PROPERTIES LLP	IMPERIAL INN	GFO	13-14	255	601 2ND AVE N	\$ 1,708.00
21	526040 GREAT FALLS INN-VESTMENTS LLC	BEST WESTERN RIVERFRONT	BBP	5	1	600 RIVER DR S	\$ 43,984.00
22	NA MALMSTROM INN & SUITES	MALMSTROM INN & SUITES				7028 4TH AVE N	EXEMPT
23	157350 TWEDT SURVIVORS TRUST ETAL	MID-TOWN MOTEL	GFO	5-6	307	526 2ND AVE N	\$ 9,988.00
24	1083400 VOLK ROY D & DIANE N	MOTEL 6	MNT	1	2	2 TREASURE STATE DR	\$ 5,042.00
25	189075 BIG SKY DEVELOPMENT ENT	O'HAIRE MOTOR INN	GFO	W/2 LOT 10 & LOTS 11-14	361	17 7TH ST S	\$ 13,496.00
26	979200 MEHTA MUKESH N	PLAZA INN	HL1	5, 6, 7	1	1224 10TH AVE S	\$ 2,869.00
27	185550 MEHTA PROPERTIES PARTNERSHIP ETA ROYAL MOTEL LLC	ROYAL MOTEL	GF1	1-3	355	1300 CENTRAL AVE	\$ 277.00
28	1832800 1521 LLC	STARLIT MOTEL	WGF	W40' 4 & 5-12 IN NWSWSE SC, T20N,R3E PAR 2 COS 4516 IN SESW & IN GOV 7	34	1521 1ST AVE NW	EXEMPT
29	1881302 RIVERSIDE HOTEL PARTNERS LLC	SPRINGHILL SUITES				421 3RD ST NW	\$ 55,870.00
30	1888950 VIRK HOSPITALITY GREAT FALLS LLC	STAYBRIDGE SUITES				201 3RD ST NW	\$ 49,634.00
31	979300 KASHMIR HOSPITALITY LLC	SUPER 8	HL1	8-14	3	1214 13TH ST S	\$ 30,654.00
32	1047100 MEHTA MUKESH N	WESTERN MOTEL a.k.a. SKI'S	LIN	11-19	2	2420 10TH AVE S	\$ 3,051.00
33	2018007 GREAT FALLS HOTEL RE LLC	MAINSTAY SUITES	COU		3	520 COUNTRY CLUB BLVD	\$ 14,980.00
33	TOTALS						\$ 589,004.00



Commission Meeting Date: September 21, 2021

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Set a public hearing for Resolution 10428, A Resolution approving a request from the Great Falls Business Improvement District to use Downtown Urban Renewal District Tax Increment Financing (TIF) funds for the cost of manufacturing and installation of Wayfinding signs within or directing traffic towards the Downtown Urban Renewal District.

From: Brad Eatherly, Planner II, Planning and Community Development

Initiated By: Joan Redeen, Great Falls Business Improvement District

Presented By: Craig Raymond, Director, Planning and Community Development

Action Requested: Set a public hearing to receive testimony regarding Resolution 10428. A resolution to authorize the expenditure of Downtown Urban Renewal District Tax Increment Financing funds for October 19, 2021

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (set/not set) Resolution 10428 for public hearing on October 19, 2021.”

2. Mayor requests a second to the motion, public comment, Commission discussion, and calls for the vote.

Staff Recommendation:

Staff recommends that the City Commission set a public hearing for October 19, 2021, for a request from the Great Falls Business Improvement District to use Downtown TIF funds for the cost of manufacturing and installation of wayfinding signs within or directing traffic towards the Downtown Urban Renewal District.

Background:

A wayfinding plan has been a community goal for several years. Establishing a wayfinding plan was listed as a goal in the 2012 City of Great Falls Downtown Master Plan, the 2013 City of Great Falls Growth Policy Update, and the Downtown Urban Renewal Plan. Several attempts over the years were made to secure funding for creating a wayfinding plan for the City.

With the hopes of being awarded a Montana Main Street grant, the BID released a Wayfinding Plan RFP on October 18, 2019. The award of the Main Street grant on February 5, 2020, allowed the City and the BID to move forward with the project. The Wayfinding Plan contract was awarded to Cushing Terrell

on March 9, 2020. Over the course of the spring and summer of 2020, the Core Team, consisting of the consultant, the BID, and City Planning and Community Development staff, worked to complete the Wayfinding Plan. A Steering Committee and a Stakeholder's Group were formed in order to receive input from larger, more diverse groups. The Core Team also sought public participation in the process by asking them to pinpoint destinations they felt were important to the community and participate in a scavenger hunt in order to bring awareness to the planning effort without encouraging large public gatherings during the Covid-19 pandemic.

The Wayfinding Plan is essential to connect people travelling to Great Falls to the historic downtown and to the surrounding cultural, natural and recreational amenities. By having access to prominent, appealing signage, many who would otherwise simply travel through Great Falls or those who are not familiar with the area, will learn about the services, destinations and points of interest that are available. There are five goals included in the Wayfinding Plan. They include: 1) Establish clear and consistent citywide signage geared toward vehicles and pedestrians that connect residents and visitors with downtown Great Falls and the area's cultural, natural, and recreational amenities, 2) To incorporate elements from existing logo/branding effort into the sign design, 3) To incorporate a variety of signs that reinforce a "sense of place and identity"- providing visitors and residents with an understanding of where to find existing amenities and destinations, 4) Develop signs that add to a Great Falls aesthetic without creating clutter or discord, and 5) Ensure signs comply with all applicable local, state, and federal sign regulations.

On April 6, 2021, the Great Falls City Commission formally adopted the City of Great Falls Wayfinding Plan. The estimated cost for the implementation of the wayfinding plan is \$220,000. The Great Falls BID has secured several funding sources for the construction and installation of the signage within the plan, including \$12,500 from Montana Main Street, \$84,184 from Montana Tourism, \$5,000 from Great Falls Montana Tourism, \$1,300 from Great Falls Association of Realtors, \$6,500 from both the Great Falls BID and Great Falls Downtown Development Partnership, and \$1,000 from both the Great Falls Development Authority and the Great Falls Downtown Association. These amounts total \$117,984 committed to the implementation of the wayfinding plan.

There are a total of 39 motorist signs and 20 pedestrian signs that are eligible to be funded with funds from the Downtown Tax Increment Financing District. The estimated price per motorist sign is \$3050. The estimated price per pedestrian sign is \$700. The amount requested (\$128,950), coupled with the \$117,984 committed from other entities, will cover the implementation of signs eligible for funding from the Downtown TIF District, as well as account for any contingencies there may be in the installation process. The BID has requested that the requested funds be potentially reimbursed in phases as work is completed. There are an additional 2 motorist signs to be installed which will be included in the West Bank Urban Renewal District. There will be an additional request from the BID to use West Bank TIF funds to supplement funding for the implementation of these signs.

Review Criteria:

Preliminary Findings

After thorough review and evaluation of the Project, City Staff has determined:

- No persons will be displaced from their housing by the Project or the infrastructure improvements.

- The Project and the infrastructure improvements substantially satisfy the review criteria of the funding application process and meet the purpose and goals of the State Law, the District and Plan.
- The infrastructure improvements constitute public improvements in accordance with the Act.
- A sound and adequate financial program exists for the financing of the infrastructure improvements.

Montana Code Annotated (MCA) TIF Regulations

The creation and administration of TIF Districts are governed by State Law. According to Montana Code Annotated (MCA) (7-15-4288), tax increment can only be used for the following purposes: The tax increment may be used by the local government to pay for the following costs of or incurred in connection with an urban renewal plan or targeted economic development district comprehensive plan:

1. land acquisition;
2. demolition and removal of structures;
3. relocation of occupants;
4. the acquisition construction, and improvement of public improvements or infrastructure, including streets, roads, curbs, gutters, sidewalks, pedestrian malls, alleys, parking lots and off-street parking facilities, sewers, sewer lines, sewage treatment facilities, storm sewers, waterlines, waterways, water treatment facilities, natural gas lines, electrical lines, telecommunication lines, rail lines, rail spurs, bridges, publicly owned buildings, and any public improvements authorized by Title 7, chapter 12, parts 41 through 45; Title 7, chapter 13, parts 42 and 43; and Title 7, chapter 14, part 47, and items of personal property to be used in connection with improvements for which the foregoing costs may be incurred;
5. costs incurred in connection with the redevelopment activities allowed under 7-15-4233;
6. acquisition of infrastructure-deficient areas or portions of areas;
7. administrative costs associated with the management of the urban renewal area or targeted economic development district;
8. assemblage of land for development or redevelopment by private enterprise or public agencies, including sale, initial leasing, or retention by the local government itself at its fair value;
9. the compilation and analysis of pertinent information required to adequately determine the needs of the urban renewal area or targeted economic development district;
10. the connection of the urban renewal area or targeted economic district to existing infrastructure outside the area or district;
11. the provision of direct assistance to secondary value-adding industries to assist in meeting their infrastructure and land needs within the area or district; and
12. the acquisition, construction, or improvement of facilities or equipment for reducing, preventing, abating, or eliminating pollution.

City of Great Falls TIF Review Criteria

In order for the Planning Advisory Board and eventually the City Commission to approve any TIF funding request, the request must meet the criteria recommended in the Urban Renewal Plan, as well as be eligible for TIF participation in accordance with MCA guidelines noted in this report. To aid in this determination, the City of Great Falls' Tax Increment Application Process established twelve specific criteria to assess the merits of projects against the Plan. Those criteria are:

- 1) Public Infrastructure Improvements – Public infrastructure improvements have the benefit of

improving and impacting an entire district. Each district may have its own Capital Improvement Plan, which may include things such as roadway improvements, storm drains, sewer and waterlines, railroads, etc.

Staff Analysis – Public signage that is intended to advertise unique districts and civic enterprises within the City can be considered public infrastructure and will improve and impact the Downtown TIF District in a positive way. The proposed expenditure of a maximum of \$128,950 has the potential to add important economic development into the Downtown TIF District. These signs will potentially direct a higher number of visitors to the Downtown area.

- 2) Economic Stimulus- The amount of economic activity to be generated within a district through the development is assessed, as well as the leverage ratio of public to private investment. In general, the maximum limit of any one development is 10% of the construction/rehabilitation costs, exclusive of acquisition costs. Projects demonstrating extraordinary benefit to Districts or the community may, at the discretion of City Commission, receive additional TIF assistance for eligible items. All applications should contain credible, measurable information substantiating the project's economic stimulus in the District and the community.

Staff Analysis – The economic benefits of community wayfinding are well established. The installation of wayfinding signs within the Downtown will increase visitation and economic activity at key destinations within the TIF District.

- 3) Tax Generation – The increase in taxable value due to the new district development, including construction/rehabilitation, as estimated by the County Assessor's office to determine tax increment generation.

Staff Analysis – With the implementation of the Wayfinding Plan, the amount of business and traffic that the district sees will increase and spur further build out of the area. The future development within Downtown will continue to become more feasible and create additional assessed property tax valuation for the District.

- 4) Employment Generation – Total employment generated by the district development is assessed in terms of permanent and part-time jobs, and construction jobs.

Staff Analysis – If approved, the TIF funds will be used to implement the City of Great Falls Wayfinding Plan, which will create construction jobs for the installation of a large number of wayfinding signs. Also, through spurred investment, increased tourism, and growing businesses, the Wayfinding Plan should indirectly help expand the availability of employment opportunities within the Downtown TIF District.

- 5) Elimination of Blight – The development's direct and indirect impact on the physical and fiscal deterioration within the appropriate district and the community, as identified in the appropriate district plan.

Staff Analysis –The Downtown TIF District was specifically adopted to implement the Downtown Urban Renewal Plan. Additional visitation of destinations within the Downtown Urban Renewal Plan Area will lead to economic development opportunities to further eliminate blight within the District.

- 6) Special or Unique Opportunities – The extent to which the district’s development represents a unique opportunity, meets a special need, or addresses specific district or community goals. The restoration of a historic property or the provisions of an unmet community need is an example of special or unique opportunities.

Staff Analysis – Staff believes that the opportunity to leverage TIF District funds to benefit not only the Downtown and West Bank TIF Districts but create a community wayfinding plan, is a unique opportunity to meet an unmet community need. A wayfinding plan has been listed as goal of the community since 2012 when it was included in the City’s Downtown Master Plan.

- 7) Impact Assessment – The extent of both positive and negative environmental impacts, appropriateness of the developer’s project design, and impact on existing businesses or residents.

Staff Analysis –The implementation of wayfinding signs within the District will create positive impacts to existing businesses within the Urban Renewal Area by driving more visitors to the district. The installation of wayfinding signs will have no environmental impacts.

- 8) Financial Assistance – Other forms of financing available to the Applicant, Lender participation, industrial development revenue bonds, and state and federal grant monies, for example are examined to assess the need for TIF assistance.

Staff Analysis – This request for TIF funds will be used in addition to a request for \$6,820 from the West Bank TIF District. The BID has already been awarded \$84,184 from a Montana Tourism grant, \$12,500 from a Montana Main Street Grant, as well as funds committed by the BID, Downtown Development Partnership, Great Falls Development Authority, Great Falls Downtown Association, Great Falls Montana Tourism, and the Great Falls Realtors Association for a total of \$117,984.

- 9) Development’s Feasibility – A determination of feasibility is made on the strength of the Applicant’s demonstration of market demand for the development in the district and is contained primarily on the pro forma and financing commitments.

Staff Analysis – Because this criterion is tailored to fit development project proposals seeking TIF funds, it is not applicable to the applicant’s request to financially support the Wayfinding project. The applicant is currently executing a TIF funded project to maintain the boulevard tree inventory within the TIF area.

- 10) Developer Ability to Perform – An assessment of the Applicant’s capability to undertake the relative complexities of the development based on past performance on similar projects.

Staff Analysis – The project has been put out to bid, with the BID accepting the bid offer from the only contractor who applied. The contractor whose bid was accepted is known to be able to perform the work as described within the Wayfinding Plan.

- 11) Timely Compensation – The feasibility of completing the development according to the Applicant’s development schedule.

Staff Analysis – Staff believes that the applicant will be able to meet the development schedule as noted within the application.

- 12) Payment of Taxes – All property taxes, special improvement district assessments and other assessments on the project property must be paid to date.

Staff Analysis – There are currently no outstanding tax issues related to the project or applicant.

Fiscal Impact:

The funding request will allow for a greater economic impact to the Downtown Urban Renewal District. Currently the Downtown TIF has a balance of \$748,553, with a few cash payments and a debt service still to be fulfilled. This request will not affect the City's other financial obligations for the TIF District.

Alternatives:

The City Commission could choose to not set a public hearing for October 19, 2021 and set a different date.

Concurrences:

The applicant's request for TIF funding had been reviewed by the City's outside legal counsel from Dorsey & Whitney LLP. The Downtown Development Partnership held a meeting on August 25, 2021, and voted unanimously to recommend approval of the BID's request.

Attachments/Exhibits:

Resolution 10428

TIF Application

Downtown TIF District Map

Downtown Urban Renewal Plan

RESOLUTION 10428

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, APPROVING THE BUSINESS IMPROVEMENT DISTRICT'S APPLICATION FOR USE OF DOWNTOWN URBAN RENEWAL TAX INCREMENT FINANCING (TIF) DISTRICT FUNDS

* * * * *

WHEREAS, under the provisions of the Montana Code Annotated, Title 7, Chapter 15, Parts 42 and 43, as amended, an urban renewal district may be established so that a municipality may undertake urban renewal projects therein, provide for the segregation and collection of tax increment with respect to taxes collected in such district, and apply all or a portion of the tax increment derived from such district to the payment of costs of such urban renewal projects; and

WHEREAS, the City Commission, pursuant to Resolution No. 9961, duly adopted on March 6, 2012, created an urban renewal area as the Downtown Urban Renewal District; and

WHEREAS, pursuant to Ordinance No. 3088, adopted on May 15, 2012, after a duly called and noticed public hearing thereon adopted the Downtown Urban Renewal Plan containing a tax increment financing provision, and pursuant to Ordinance 3222, adopted on October 6, 2020, after a duly called and noticed public hearing thereon adopted a revision to the Downtown Urban Renewal Plan; and

WHEREAS, in April 2013, the City Commission approved the revised Tax Increment Application and Forms that outline eligible activities under state statute, the application process to be followed, and criteria to be used when evaluating applications; and

WHEREAS, the purpose of the Downtown Tax Increment Financing District is to stimulate revitalization and redevelopment of the Central Business District; and

WHEREAS, the City Commission, pursuant to Resolution 10393, duly adopted on April 6, 2021, adopted the City of Great Falls Wayfinding Plan; and

WHEREAS, the Great Falls Business Improvement District has proposed the manufacturing and installation of Wayfinding Signs within, or directing towards, the Downtown Urban Renewal District, with eligible tax increment financing expenses and has applied for such funds; and

WHEREAS, City Staff has assessed the project in relation to the goals and objectives of the Downtown Urban Renewal District Plan, evaluated the project based on the evaluation criteria, and determined that expenditure of TIF funds up to the amount of \$128,950, is warranted for the purpose of paying for the manufacturing and installation of Wayfinding signs within, or directing towards, the Downtown Urban Renewal District.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Great Falls, Montana, that the Business Improvement District’s Application for use of Downtown Urban Renewal Tax Increment Financing District Funds is approved in the amount of up to \$128,950 for the purpose of manufacturing and installation of Wayfinding signs within, or directing towards, the Downtown Urban Renewal District.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, October 19, 2021.

Bob Kelly, Mayor

ATTEST:

Lisa Kunz, City Clerk

(CITY SEAL)

APPROVED FOR LEGAL CONTENT:

Jeffrey M. Hindoien, Interim City Attorney

CITY OF GREAT FALLS



TAX INCREMENT FINANCING (TIF)

APPLICATION FOR FUNDS

CITY OF GREAT FALLS
TAX INCREMENT FINANCING (TIF)
APPLICATION FOR FUNDS

Project Name: Implementation of the Wayfinding Plan

Date Submitted: July 2021

Name of TIF District: Downtown Urban Renewal District

APPLICANT INFORMATION

Name: Great Falls Business Improvement District

Address: 318 Central Avenue, Great Falls 59401

Telephone: 406.727.5430

DEVELOPMENT INFORMATION

1. Building Address: N/A

2. Legal Description: N/A

3. Ownership: City of Great Falls
Address: 2 Park Dr Great Falls MT 59401

4. If property is not owned by the Applicant, list leasehold interest: (*Attach evidentiary materials*).
Name: _____
Address: _____

5. Existing/Proposed Businesses: Great Falls Business Improvement District
Business Description: The Great Falls Business Improvement District (BID) is the focal point of regional commerce for social, cultural, governmental, business and residential activity in downtown Great Falls. The goal of the BID is to maintain, beautify, and stimulate development in Great Falls' historic downtown district. The BID is operated by an all-volunteer Board of Directors who are property owners or their designated representatives within the district; with additional administrative support within their office setting. All board members are appointed by the City Commission.

The BID has proven itself to be a vital part of the downtown area providing for improvement and beautification. The initial creation of the BID was in 1989, it was renewed in 1999, 2009 and again in 2019 each for periods of ten years by petition of the property owners within the District. The BID took the lead in organizing and securing funding for the development of a Great Falls city-wide Wayfinding Plan. It is now the intention of the BID to contract for implementation of the city-wide Wayfinding Plan that the City Commission formally adopted.

6. Employment: Existing FTE Jobs: None directly by the BID

New Permanent FTE Jobs created by project: _____ Construction FTE jobs: _____

7. Architectural/Engineering Firm: Cushing Terrell

Address: 219 2nd Ave South, Great Falls MT 59405

Representative: Anthony Houtz

**CITY OF GREAT FALLS
TAX INCREMENT FINANCING (TIF)
APPLICATION FOR FUNDS**

8. Please provide a description of the Total Project Development (attach a narrative explanation).
This application seeks up to a maximum of \$128,950 to complete the funding needed to implement the City of Great Falls Wayfinding Plan.

The City Commission formally adopted the Plan at their meeting on April 6, 2021. The Commission has supported this project in the past by allocating \$25,000 from the Downtown Urban Renewal TIF District toward the Planning process that was completed in 2020.

The estimated cost of installation of the Wayfinding Plan is \$220,000. This figure was determined through a competitive bid process overseen by the BID with participation from City staff and the Downtown Development Partnership. Cushing Terrell drafted the bidding documents for implementation of the Plan.

The BID, in partnership with the City, secured a Montana Main Street Grant in the amount of \$12,500 for the installation of the Plan. The BID also secured a Montana Tourism grant in the amount of \$84,184 for the installation of the Plan. The BID and the Downtown Development Partnership have each committed \$6,500; Great Falls Montana Tourism has committed \$5,000; the Great Falls Association of Realtors has committed \$1,300; and the Great Falls Development Authority and the Downtown Great Falls Association have each committed \$1,000 toward implementation of the Plan.

There are a total of 58 motorist and 20 pedestrian signs called for in the Plan. Of the 58 motorist signs there are 39 signs that direct individuals to destinations located within the Downtown Urban Renewal boundaries, making those 39 of the 58 motorist signs eligible for TIF funding through the Downtown TIF. In addition, all but four of the 20 pedestrian signs will be located within the Downtown Urban Renewal District, making 16 pedestrian signs eligible for TIF funding through the Downtown TIF.

Not including any TIF funding, the identified sources, as noted above, of income toward implementation total \$117,984. The estimated price per motorist sign is \$3,050.00. With 39 motorist signs being eligible to be funded via the Downtown Urban Renewal TIF District that equates to \$118,950. This application also includes up to \$10,000 for possible removal of signs if duplicate signs are discovered as installation progresses. The BID is seeking approval for maximum TIF funding from the Downtown Urban Renewal District of \$128,950 to cover the difference in cost from the estimate to identified funding sources. It should also be noted that 16 pedestrian signs, at an estimate of \$720.00 per sign equates to \$11,520; these signs are also eligible for Downtown TIF funding.

The Downtown Master Plan was formally adopted by the City Commission in 2011 and called for Wayfinding. The City, BID and partners have been working to secure the funds for creation of and implementation of a Wayfinding Plan for many years. We achieved that goal in 2020 and are now moving forward on implementation of the Plan. A comprehensive wayfinding program is essential to connect people traveling to Great Falls to historic downtown and to the surrounding cultural, natural and recreational activities. By providing prominent, appealing signage, many who would otherwise simply travel through Great Falls or those who are not familiar with the area, will learn about the services, destinations and points of interest that are available.

The BID may be submitting for incremental payments as this project progresses.

9. Please provide rehabilitation/construction plans (attach schematics, site, and landscaping plans).
N/A

10. What is the development schedule or estimated completion date for the Total Project Development? The Total Project Development is best defined as the entire development, not just the TIF improvements (please include project phasing if appropriate).
Contractor will have until March 2022 to complete installation of the project.

11. Do you plan on asking for any other tax abatements, grants, tax credits or other forms of relief? If so, what type?
N/A

12. Please describe your funding needs and the anticipated timing schedule for your identified Eligible TIF Activities (example: *I will be fronting the costs of all identified TIF improvements and would like to be reimbursed incrementally as TIF funds become available; I am interested in utilizing bond financing to complete the identified project improvements and would like to be reimbursed with TIF funds as they become available, I need TIF funds immediately to complete the identified TIF improvements, etc.*)
Following a public bidding process, the BID will be contracting with the selected contractor to perform all work as described in the Wayfinding Plan. The BID will submit for reimbursement, up to the maximum of \$128,950, for any remaining difference between the identified committed funding sources and the contracted amount. Submission for reimbursement may be done on an incremental basis, as the BID's cash flow requires. The project is expected to be complete in the spring of 2022.

13. Please indicate the amount of Public Infrastructure Need and the amount of Public Infrastructure being requested to be financed by the TIF District.
N/A

TOTAL PROJECT DEVELOPMENT COSTS

The total project development cost is the cost to develop the entire project/site, and should include the cost of the TIF improvements.

Land and Site Preparation Improvements (Itemized)

- 1. Value of Land \$ _____
- 2. _____ \$ _____
- 3. _____ \$ _____
- 4. _____ \$ _____
- 5. _____ \$ _____

Subtotal \$ _____

Construction/Rehabilitation Costs (Use general construction trade divisions)
(Total value of improvements)

- 1. Wayfinding Implementation \$ 220,000 _____
- 2. Architectural fees \$ 3,200 _____
- 3. Demolition \$ 10,000 _____
- 4. _____ \$ _____
- 5. _____ \$ _____
- 6. _____ \$ _____
- 7. _____ \$ _____

Subtotal \$233,200

Equipment Costs
(Total value of equipment)

- 1. _____ \$ _____
- 2. _____ \$ _____
- 3. _____ \$ _____
- 4. _____ \$ _____
- 5. _____ \$ _____

Subtotal \$ _____

Total Project Development Costs \$223,200

ELIGIBLE TIF ACTIVITIES

Land Acquisition

	Total	Amount Requested from TIF	Timing for Funds
1.	_____	_____	_____

Demolition & Removal of Structures

1.	_____ \$10,000 _____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
Subtotal	_____ \$10,000 _____	_____	_____

Relocation of Occupants

1.	_____	_____	_____
----	-------	-------	-------

Public Improvements

(acquisitions, construction, and improvement of infrastructure which includes streets, roads, curbs, gutters, sidewalks, pedestrian malls, alleys, parking lots and off-street parking facilities, sewers, sewer lines, storm sewers, etc.)

1.	_____ \$118,950 _____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
Subtotal	_____ \$118,950 _____	_____	_____

Fees (associated with eligible activities)

(A&E design/supervision, permits & other fees)

1.	_____ \$3,200 _____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

CERTIFICATION

I (we), Joan Redeen (please print),
certify that the statements and estimates within this Application as well as any and all documentation
submitted as attachments to this Application or under separate cover are true and correct to the best of
my (our) knowledge and belief.

Signature Joan Redeen

Title Community Director

Address 318 Central Ave, Great Falls 59401

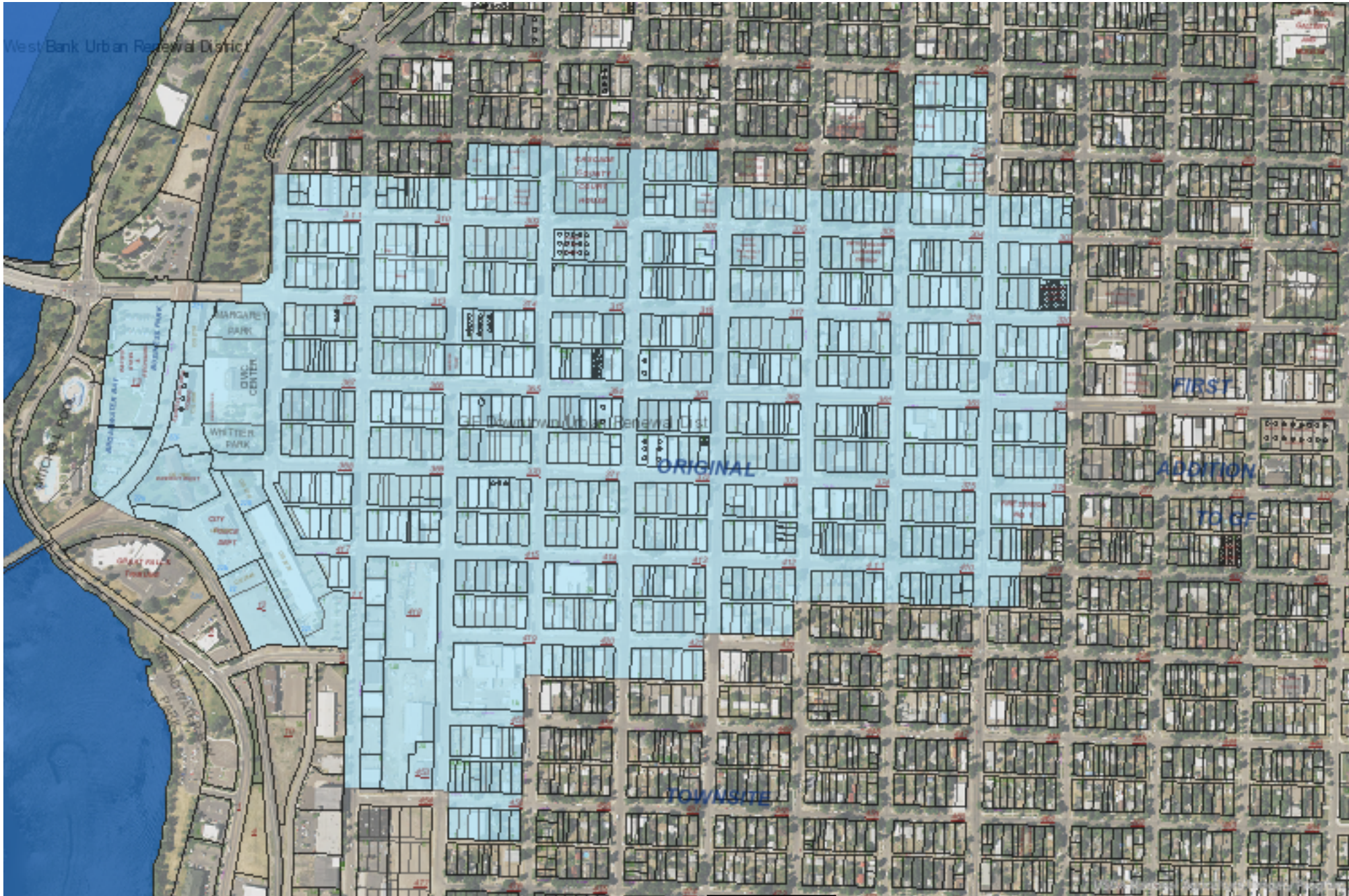
Date 8/12/2021

Signature _____

Title _____

Address _____

Date _____



The City of Great Falls uses the most current and complete data available. However, GIS data and product accuracy may vary. GIS data and products may be developed from sources of differing accuracy, accurate only at certain scales, based on modeling or interpretation, incomplete while being created or revised, etc. The City of Great Falls reserves the right to correct, update, modify, or replace, GIS products without notification. The City of Great Falls cannot assure the accuracy, completeness, reliability, or suitability of this information for any particular purpose. Using GIS data for purposes other than those for which they were created may yield inaccurate or misleading results. The recipient may neither assert any proprietary rights to this information nor represent it to anyone as other than City Government-produced information. The City of Great Falls shall not be liable for any activity involving this information with respect to lost profits, lost savings or any other damages

CITY OF GREAT FALLS

Amended and Restated Downtown Urban Renewal Plan



October 2020

Introduction:

The City of Great Falls has embarked on an ambitious program to revitalize downtown Great Falls. In October 2011 the Great Falls City Commission unanimously adopted the Downtown Master Plan (DMP). Referenced throughout the 2013 Growth Policy Update, the DMP serves as the guiding policy document for downtown. The DMP provides a strategically focused, goal driven “blueprint” for the future growth and development of downtown. The DMP creates a vision and outlines strategies, actions, partnerships and timeframes that will facilitate the re-development of a regional destination.

The 82 strategies within the DMP are each designed to capitalize on downtown’s assets and proactively address downtown’s issues. The strategies all seek to create a downtown that has a balance of amenities, housing and transportation options, goods and services and cultural, entertainment and educational opportunities.

The DMP recommends the creation of an Urban Renewal District that utilizes Tax Increment Financing (TIF) to fund public improvements recommended in the DMP in an effort to revitalize Downtown Great Falls. The proposed Downtown Urban Renewal District (DURP) will be the third urban renewal district established in the City of Great Falls. The Central Place Revitalization Urban Renewal Program, established in 1977, has since expired while the West Bank Urban Renewal District, established in 2006 is currently operational.

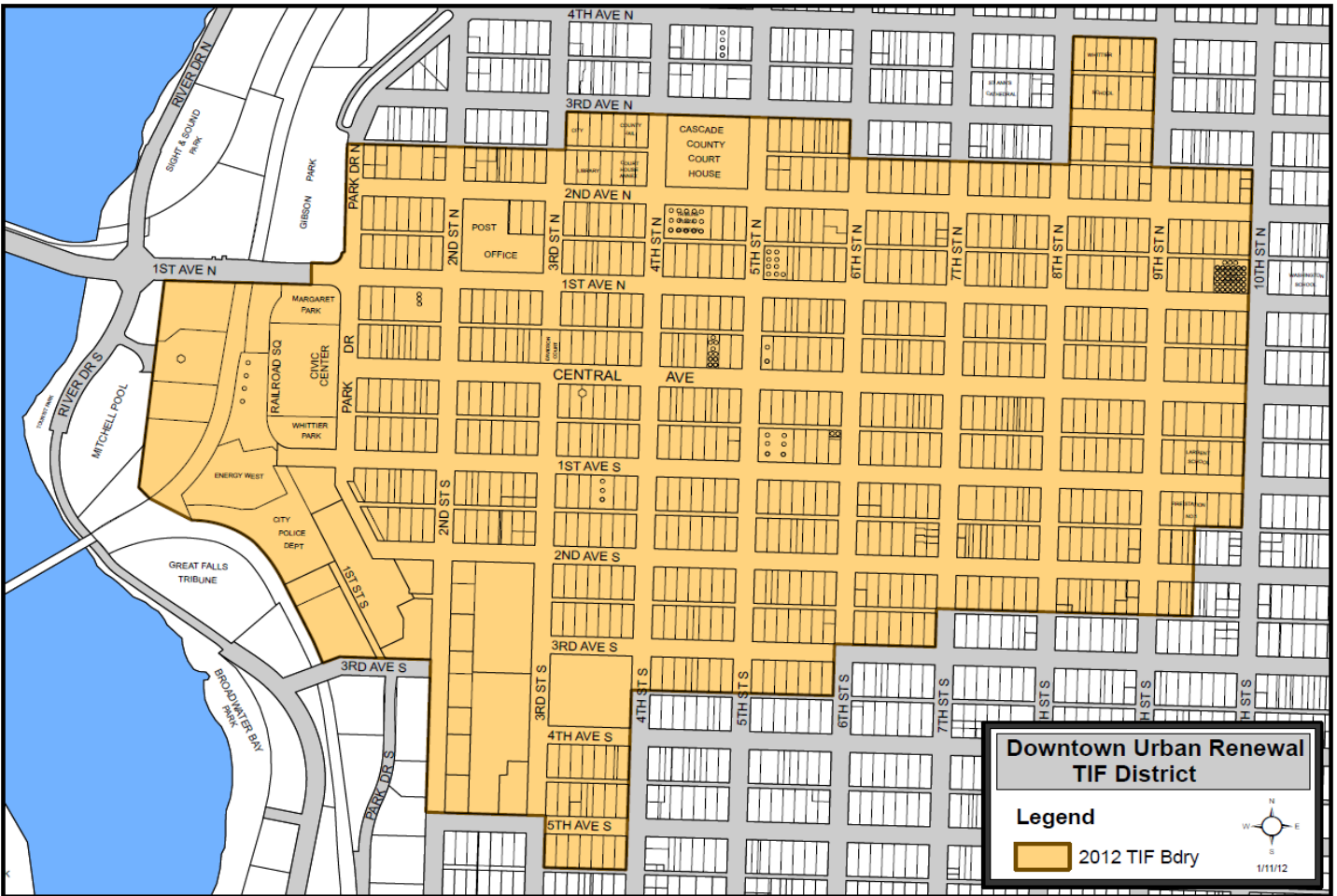
The Downtown Urban Renewal District and TIF funds generated through the improvements to property in the district are anticipated to be the primary funding sources to implement the recommendations of the DMP. Previous urban renewal districts in the City have been successful in redevelopment and revitalization efforts. It is the hope of the City of Great Falls and the Downtown stakeholders that this urban renewal district will yield the same positive results.

Amended and Restated Downtown Urban Renewal District Plan

Legal Description of the District:

Beginning at a point that is the southeast corner of Lot 1, Block 11, of the Broadwater Bay Business Park; thence south across 3rd Ave So to the northeast corner of Lot 6, Block 9, of the Broadwater Bay Business Park; thence south along the west right of way line of 2nd St So to a point that is directly west of the southwest corner of Lot 8, of the Amended Plat of Block 453, of the Great Falls Original Townsite (GFOT); Thence east across 2nd St So to the southwest corner of Lot 8, of the Amended Plat of Block 453, of the GFOT; thence east to the southwest corner of Lot 14, Block 452, of the GFOT; thence south to the southwest corner of Lot 1, Block 455, of the GFOT; thence east to the southeast corner of Lot 7, Block 455; of the GFOT; thence north along the west right of line of 4th St S to a point directly west from the southwest corner of Lot 1, Block 420, of the GFOT; thence east across 4th St So to the southwest corner of Lot 1, Block 420, of the GFOT; thence east to the southeast corner of Lot 7, Block 421, of the GFOT; thence north to the southeast corner of Lot 8, Block 413, of the GFOT; thence east across 6th St So to the southwest corner of Lot 14, Block 412, of the GFOT; thence east to the southeast corner of Lot 8, Block 412, of the GFOT; thence north to the southeast corner of Lot 7, Block 412, of the GFOT; thence east to the southwest corner of Lot 1, Block 411, of the GFOT; thence east to the southeast corner of Lot 3, Block 409, of the GFOT; thence north to the southeast corner of Lot 3, Block 376, of the GFOT; thence east to the southeast corner of Lot 7, Block 376, of the GFOT; thence north along the west right of way line of 10th St N to the northeast corner of Lot 8, Block 258, of the GFOT; thence west to the northeast corner of Lot 8, Block 257, of the GFOT; thence north to the northeast corner of Lot 7, Block 242, of the GFOT; thence west to the northwest corner of Lot 1, Blk 242, of the GFOT; thence south to the northwest corner of Lot 14, Blk 257, of the GFOT; thence west to the northeast corner of Lot 8, Blk 254, of the GFOT; thence north to the northeast corner of Lot 7, Blk 254, of the GFOT: thence west to the northwest corner of Lot 1, Blk 252, of the GFOT; thence south to the northwest corner of Lot 14, Blk 252, of the GFOT; thence west to the northwest corner of Lot 13, Blk 250, of the GFOT; thence continuing west to a point that is located on the west right of way of Park Dr N; thence south along the west right of way of Park Dr N to the corner of Park Dr N and 1st Ave N; thence around a curve to the left to a point of tangent thence continuing west eighty feet along the north right of way of 1st Ave N; thence south on a perpendicular line to the south right of way line of 1st Ave N; thence west along the south right of way line of 1st Ave N to the northwest corner of Lot 5, Blk 13, of the Broadwater Bay Business Park Addition (BBBP); thence southwesterly to the southwest corner of Lot 2, Blk 13, of the BBBP; thence southeasterly to the southeast corner of Lot 2, Blk 13, of the BBBP; thence continuing southeasterly to a point that is the intersection of the north railroad right of way line and the westerly boundary of Mark 22A (City of Great Falls Police Department); thence southeasterly along a curve to the right also being the north railroad right of way line to the southwest corner of Lot 1, Blk 12, of the BBBP; thence easterly along the north right of way line of 3rd Ave S to the point of beginning.

District Boundary



Amended and Restated Downtown Urban Renewal District Plan

Determination of Blight:

To establish an Urban Renewal District in Montana, it must be found that conditions of blight are present in the area. Section 7-15-4206 (2) MCA defines blight as “an area that is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime, that substantially impairs or arrests the sound growth of the city or its environs, that retards the provision of housing accommodations, or that constitutes an economic or social liability or is detrimental or constitutes a menace to the public health, safety, welfare, and morals in its present condition and use, by reason of:

- the substantial physical dilapidation, deterioration, age obsolescence, or defective construction, material, and arrangement of buildings or improvements, whether residential or nonresidential;
- inadequate provision for ventilation, light, proper sanitary facilities, or open spaces as determined by competent appraisers on the basis of an examination of the building standards of the municipality;
- inappropriate or mixed uses of land or buildings;
- high density of population and overcrowding;
- defective or inadequate street layout;
- faulty lot layout in relation to size, adequacy, accessibility, or usefulness;
- excessive land coverage;
- unsanitary or unsafe conditions;
- deterioration of site;
- diversity of ownership;
- tax or special assessment delinquency exceeding the fair value of the land;
- defective or unusual conditions of title;
- improper subdivision or obsolete platting;
- the existence of conditions that endanger life or property by fire or other causes; or
- any combination of the factors listed in this subsection (2).



With the adoption of Resolution 9961, the Great Falls City Commission found that the following conditions of blight are present in the District:

The substantial physical dilapidation, deterioration, age obsolescence, or defective construction, material, and arrangement of buildings or improvements, whether residential or nonresidential.

Vacancy, underutilization and a lack of maintenance has led to the substantial physical dilapidation and deterioration of a number of buildings within the district. Not only does this affect the aesthetic character of these buildings, and the district it also produces conditions that are unsafe, unsanitary and not conducive to economic development.



Inappropriate or mixed uses of land or buildings.

A large amount of land within the District is currently used as surface parking for automobiles. While a certain amount of parking is necessary to support other uses within the District, surface parking lots are an inefficient use of land in the City's commercial core. This land could potentially be redeveloped as commercial, office, residential or mixed use activities that would improve the vitality of the downtown and increase the taxable value of the District.



The heavy industrial nature of the southwest area of the District is incompatible with the adjacent commercial and retail and residential uses of the area. This area has the potential to be redeveloped in a mixed-use or transitional fashion to provide a key entry corridor into the District.

Defective or inadequate street layout.

Three one-way couplets currently traverse through the district. Multiple studies and analyses conducted across the U.S. indicate that downtown access and circulation, customer parking and property values increase when downtown one-ways are restored to two-way streets. The City of Great Falls conducted and completed a study in April 2013, which resulted in the *Downtown Access, Circulation, and Streetscape Plan*. Although it was never adopted, the study is used as a resource and guide for city staff.

A primary intersection within the district - Park Drive and 1st Avenue N - is unsafe and difficult to navigate for pedestrians. Additionally, the configuration of the intersection produces inefficient conditions for automobiles, especially those making turns at high volume portions of the day.

Amended and Restated Downtown Urban Renewal District Plan

Deterioration of site.

Vacant, underutilized or unmaintained buildings and parcels concentrated within specific areas of the district have created pockets of site deterioration throughout the district. The deterioration of sites has often led private investment and development to move to outlying areas of the City and has also slowed redevelopment and infill efforts downtown. If site deterioration is not addressed, the exodus of commercial and residential development will continue and ultimately lead to further deterioration.

The existence of conditions that endanger life or property by fire or other causes.

A number of buildings in the district are in conditions that could potentially endanger life of property. Multiple factors have contributed to these conditions including fire damage, the use of hazardous construction materials, negligence on behalf of a property owner and extended vacancy among others. Buildings that have reached this condition are often the target of graffiti and other forms of vandalism, leading to further deterioration in the district.

Urban Renewal Plan

The DMP will guide the urban renewal and revitalization efforts within the district. The overall vision of the DMP and the goals, objectives and strategies of the Plan provide a comprehensive framework for the redevelopment of the downtown core. The following table displays the 82 strategies of the DMP and additional project priorities, with associated timelines, categories and partner organizations.



Strategy	Partners	Timeframe	Category
1. CONNECTED:			
1. Improve pedestrian connectivity and safety Downtown.			
a. Ensure streetscape improvements are designed to enhance pedestrian safety and pleasure by providing sufficient space for pedestrian needs and uses.	CofGF (P&CD, PW)	Short	Regulatory Framework
b. Develop public/private partnerships to ensure Downtown is safe, clean and accessible for all users.	CofGF, DAA (Safety team)	Immediate	Program
c. Identify, prioritize and correct accessibility barriers to sidewalks, curbs, pedestrian signals and other pedestrian facilities.	CofGF (P&CD, PW) Accessibility group	Short	Program
2. Develop a comprehensive Downtown bicycle network to connect into a city-wide system.			
a. Prepare a complete streets policy to guide roadway construction and rehabilitation.	CofGF, GFGF, GFBC	Immediate	Regulatory Framework
b. Update the bikeway chapter of the Long Range Transportation Plan, including prioritization of improvements and routes for implementation.	CofGF (P&CD, P&R), GFBC, RTI, TWG	Short	Regulatory Framework
c. Improve and expand bicycle connections to the River's Edge Trail through signage and routes.	CofGF (P&CD, P&R), GFBC, RTI, TWG	Short	Capital Improvement
d. Ensure that bike routes link and connect neighborhoods, employment centers, amenities and destinations.	CofGF (P&CD), GFBC, RTI	Short	Regulatory Framework
e. Develop public education and marketing programs to maximize the use of the bicycle network.	RTI, GFBC	Short	Program
3. Reduce or eliminate Downtown one-ways.			
a. Conduct a one-way conversion plan to help facilitate an environment that is pedestrian and retail friendly, improves local circulation, and increase access to Downtown businesses.	CofGF (P&CD, PW), MDT	Medium	Program
b. Effectively communicate the costs and benefits of one-way conversions to all stakeholders.	CofGF, DAA (BID, DGFA)	Medium	Program
c. Develop roadway and streetscape design standards to further the intended benefits of one-way conversions for all users.	CofGF	Medium	Regulatory Framework
4. Improve connectivity to the Missouri River, River's Edge Trail, and Gibson Park for bicycles and pedestrians.			
a. Improve the attractiveness and enhance the visibility of railroad crossings and underpass tunnels that connect Downtown to the Missouri River, River's Edge Trail and Gibson Park.	CofGF (P&CD, PW, P&R), RTI	Medium	Capital Improvement
b. Identify locations and develop design options to develop an additional separated grade bike and pedestrian crossing of railroad tracks.	CofGF (P&CD, PW, P&R), RTI	Long	Capital Improvement
c. Utilize signage, pathways and striping to provide pedestrians and bicyclists with safe and efficient connections between Downtown and the surrounding neighborhoods.	CofGF (P&CD, PW), RTI, TWG	Short	Capital Improvement
5. Develop a comprehensive Downtown wayfinding system.			
a. Develop a comprehensive wayfinding program.	CofGF, DAA (GFDA), Private Business	Short	Capital Improvement

Amended and Restated Downtown Urban Renewal District Plan

b. Supplement proposed wayfinding program with printed maps and brochures, digital and audio tours and websites and apps to guide visitors throughout Downtown.	CofGF (P&CD), HPAC, CVB, TBID	Medium	Program
c. Incorporate a series of named or themed pathways that connect Downtown amenities and destinations.	CofGF (P&CD), HPAC, CVB, TBID	Long	Capital Improvement
6. Optimize Downtown parking for all stakeholders.			
a. Conduct a comprehensive parking study to guide Downtown parking program.	CofGF (P&CD)	Short	Regulatory Framework
b. Improve bicycle parking facilities Downtown.	CofGF (P&CD, PW), GFBC, BID, private business	Short	Capital Improvement
7. Expand the use of public transit Downtown.			
a. Promote the use of transit for Downtown specific events.	GFTD, DGFA	Short	Program
b. Encourage expanded partnership between the Great Falls Transit District and Great Falls Public Schools to promote transit usage to reach Downtown events and activities.	GFTD, GFPS, DAA (DGFA)	Short	Program
c. Encourage Downtown businesses to work with the Great Falls Transit District to provide subsidized bus passes for employees as an alternative to Downtown parking.	DGFA, BID, GFTD, Private Business	Short	Program

DESTINATION:

1. Market Downtown's entertainment, culture, shopping and dining.

a. Continue to actively cross-promote and package Downtown's entertainment, culture, shopping and dining facilities with Downtown events.	MT, MEC, DGFA	On-going	Program
b. Work with various groups and organizations including the Convention and Visitors Bureau, Tourism BID, Montana Expo Park and Airport Authority to promote Downtown as a tourism and convention destination to the region and Canada.	DAA (CVB, TBID), MTEP, GFIA	Short	Program
c. Develop a comprehensive and coordinated Downtown marketing campaign utilizing print, radio, television and social media.	DAA (all), TA	Immediate	Program

2. Promote a broad range of family friendly entertainment and recreational opportunities and activities Downtown.

a. Review existing Downtown events and add free or low cost activities that engage a variety of age groups including: families, teens, young adults and older adults.	CofGF (P&R), DGFA	Short	Program
b. Promote new and exciting events in Downtown's parks, pools and recreational facilities that attract families with young children.	CofGF (P&R), DGFA	Short	Program
c. Encourage Downtown organizations and facilities to establish programs for parents to drop children off while they utilize Downtown's shopping and amenities.	Private Business, DGFA, Museum Group	Short	Program

3. Ensure Downtown is active and vibrant during the evenings and weekends.

a. Actively pursue the development of a Downtown boutique hotel to provide quality lodging and amenities for Downtown visitors.	DAA (GFDA, CofGF), Private Business	Medium	Site Specific
b. Develop programs and events that provide opportunities for people to remain in and visit Downtown in the evening and on the weekend.	DAA (DGFA), CofGF (P&R)	Short	Program
c. Actively recruit an already successful restaurant to relocate or expand into Downtown.	GFDA, BID, DGFA	Short	Program

d. Work with existing restaurant and bar/tavern owners to identify, develop and promote a Downtown Dining District.	DGFA, TA, DAA (all)	Medium	Program
e. Market Downtown's amenities and activities to current employers and employees to encourage the workforce to stay Downtown after business hours.	DAA (DGFA), TA, Restaurant owners	Immediate	Program
f. Create a year-round public market / food and arts incubator that would cater to residents, employees and visitors.	GFDA, DGFA, CofGF	Medium	Site Specific

4. Increase the utilization of the Convention Center and Mansfield Center for the Performing Arts (Mansfield).

a. Develop public/private partnerships to package the facilities at the Civic Center and Mansfield with catering and dining services and lodging facilities to enhance the attractiveness of Downtown as a convention destination.	CVB, TBID, MCPA	Medium	Program
b. Enhance partnerships with entertainment promoters to utilize the Mansfield as a concert venue.	MCPA	Short	Program
c. Educate potential users of the Civic Center and Mansfield about the opportunities available at the facility, policies and prices.	MCPA	Immediate	Program

FLOURISHING:

1. Identify and support an organization to lead and champion Downtown revitalization.

a. Establish a formal Downtown Development Agency within the City of Great Falls, in partnership with public and private entities, to foster new development and redevelopment Downtown and implement the goals, objectives and strategies identified in the Plan.	CofGF, DAA (all), Private Business	Immediate	Regulatory Framework
b. Establish a Downtown TIF and associated Urban Renewal Plan district to fund Downtown projects, improvements and organizational management.	CofGF, GFPS, CC	Immediate	Regulatory Framework
c. Update zoning and land use regulations to support recommendations of the Plan.	CofGF (P&CD)	Short	Regulatory Framework

2. Improve the public realm to provide a safe, attractive and welcoming environment.

a. Encourage a partnership between Downtown organizations and stakeholders and the City Police Department to ensure a clean and safe environment.	DAA (W&S), GFDP	Short	Program
b. Establish a volunteer based Downtown clean-up day and/or program.	DAA (W&S)	Short	Program
c. Increase street level vitality by encouraging the active use of ground floor space in the Downtown core.	CofGF (P&CD), BID, DGFA	Short	Regulatory Framework

3. Identify and attract high paying employers and jobs to Downtown.

a. Develop a comprehensive Downtown business retention and development plan that focuses on successful and emerging business clusters Downtown.	GFDA, CofGF	Short	Program
b. Utilize GFDA's business attraction and retention resources to leverage Downtown business investment.	GFDA	Immediate	Program

4. Support existing and attract new commercial and retail business Downtown.

a. Establish a mentor program to pair new entrepreneurs with successful Downtown business owners.	DGFA, BID, GFDA	Short	Program
b. Utilize national research and trends to identify and attract "Downtown friendly" retailers.	GFDA, BID, NW	Short	Program

Amended and Restated Downtown Urban Renewal District Plan

c. Conduct a Downtown market analysis to guide commercial and retail development.	GFDA, BID, DGFA	Medium	Program
d. Provide existing business owners with market research and technical and financial assistance.	CofGF, GFDA, DGFA, BID	Medium	Program
e. Conduct a Downtown business and building inventory to establish and maintain an accurate database of what is currently located Downtown and what opportunities exist for business expansion, attraction and relocation.	CofGF (P&CD), BID, DGFA	Immediate	Program
5. Attract a diverse mix of visual and performing artists to live and work Downtown.			
a. Revive and support the Great Falls Arts Council to develop and promote arts programs, events and education.	CofGF, DAA (all)	Short	Regulatory Framework
b. Encourage the development of lofts, studios and live/work spaces in vacant or underutilized buildings to attract artists to Downtown and increase arts and culture activity.	CofGF (P&CD), DAA (GFCC, GFDA)	Medium	Program
c. Develop a roster of visual and performing artists and craftsperson's living in and around Great Falls to utilize for Downtown programs and events.	DGFA	Short	Program
d. Capitalize on the success of Western Art Week by drawing visitors to Downtown galleries, shops and restaurants.	DAA (GFCC)	Immediate	Program
e. Continue to promote Downtown art galleries and artists through events such as the First Friday Art Walk.	DAA (DGFA)	Immediate	Program

LIVING:

1. Promote a wide range of housing choices throughout Downtown.			
a. Ensure that the proposed City of Great Falls Downtown Development Agency is a champion of Downtown housing development.	NW, CofGF (P&CD)	Short	Regulatory Framework
b. Evaluate zoning and land use regulations to ensure policies allow for and encourage Downtown housing in the form of rehabilitation and preservation of existing buildings, infill development and new construction.	CofGF (P&CD)	Short	Regulatory Framework
c. Conduct a Downtown housing inventory to establish and maintain an accurate database of housing and property available for rent, ownership, and/or rehab.	NW, W&S, CofGF (P&CD)	Short	Program
2. Ensure existing housing is safe and attractive.			
a. Actively monitor the condition of existing housing and enforce the City's Property Maintenance Code.	CofGF (P&CD), W&S	On-going	Program
b. Promote and utilize the City of Great Falls Housing Rehab Loan program and Neighborworks Great Falls programs to enhance existing homes and rental properties.	CofGF, NWGF	On-going	Program
c. Develop a volunteer based residential improvement plan to ensure Downtown neighborhoods are clean and safe.	W&S, NC	Short	Program
3. Attract private investment and financing for Downtown housing.			
a. Create new and promote existing incentive programs to encourage residential development.	NW, CofGF	Short	Program
b. Prepare a housing market study to assist developers, lending institutions and private property owners in developing Downtown housing.	Realtors, HBA, NW, GFDA	Short	Program
c. Establish a clearinghouse and/or database of residential financing options and incentives.	Realtors, HBA, NW, GFDA	Short	Program

4. Attract retailers and neighborhood services that cater to Downtown residents.

a. Survey Downtown residents and utilize national research to identify neighborhood based commercial, retail and services that are missing Downtown.	NW, NC	Immediate	Program
b. Encourage mixed-use development that places residents within close proximity to commercial activities.	CofGF (P&CD)	Short	Regulatory Framework

AESTHETICS:

1. Preserve, restore, and reuse Downtown’s historic buildings and sites.

a. Market Downtown’s historical resources to facilitate improvements and restoration of properties through tax incentives and preservation grants.	CofGF, HPAC	Immediate	Program
b. Educate current property owners and developers of the funding programs available to make improvements to the Downtown buildings.	HPAC, DAA (BID)	Immediate	Program
c. Establish a technical assistance and incentive program to encourage the adaptive re-use, rehabilitation and preservation of historic buildings and sites.	CofGF, HPAC	On-going	Program

2. Increase the number and diversity of public spaces Downtown.

a. Actively pursue the development of an indoor/outdoor community gathering space to host activities and events and attract residents, employees and visitors throughout the year.	CofGF, Private Business	Short	Site Specific
b. Encourage diversity in the form and function of Downtown parks, plazas and gathering spaces.	CofGF (P&CD, P&R)	Medium	Regulatory Framework
c. Explore the feasibility of developing rooftop green spaces.	CofGF (P&CD, PW), Private business	Medium	Regulatory Framework

3. Promote quality design and construction in Downtown’s built environment.

a. Develop design guidelines to enhance the character of Downtown through the quality design and construction of Downtown’s built environment.	CofGF, DAA (all)	Short	Regulatory Framework
b. Evaluate the function, authority and scope of the City’s Design Review Board to ensure aesthetic goals of the Plan are achieved.	CofGF	Short	Regulatory Framework

4. Create attractive gateway design features that welcome residents and visitors to downtown.

a. Identify priority entrances into Downtown to construct gateway design features.	CofGF (P&CD, P&R), GFDA	Short	Capital Improvements
b. Establish a program to encourage community and/or service groups, private businesses and other stakeholders to “sponsor” the construction of gateway features.	DAA (all)	Short	Capital Improvements

Amended and Restated Downtown Urban Renewal District Plan

5. Expand and enhance the existing downtown streetscape.			
a. Develop a comprehensive Downtown streetscape plan that prioritizes future improvements and builds upon the existing streetscape.	CofGF (P&CD, PW)	Short	Regulatory Framework
b. Ensure streetscape improvements are implemented in coordination with the construction of gateway design features.	CofGF (P&CD)	Short	Regulatory Framework
c. Work with the City Forester to establish tree planting programs throughout Downtown.	DAA (BID), NC	Short	Program
6. Actively pursue the preservation and rehabilitation of the Rocky Mountain Building.			
a. Identify an organization or partnership to lead restoration efforts including assisting in permitting process and requirements, identifying funding options, leading fundraising efforts and recruiting a mix of building tenants.	CofGF (P&CD), DAA (all)	On-going	Program
b. Encourage the current building owners to move forward with restoration improvements before weathering and damage continue to a point where rehabilitation is no longer feasible.	CofGF (P&CD), DAA (all)	On-going	Program
7. Actively pursue the preservation and rehabilitation of the Civic Center.			
a. Fund and complete the Civic Center façade renovation project.	CofGF	Immediate	Capital Improvement
b. Identify and complete rehabilitation projects within the Civic Center property including, but not limited to, landscape and asphalt restoration.	CofGF	On-going	Capital Improvement
c. Determine and complete preservation projects within the Mansfield Center for the Performing Arts including, but not limited to, seat and architectural	CofGF	On-going	Capital Improvement
d. Identify and complete rehabilitation projects within the Convention Center including, but not limited to, upgrading lighting and architectural fea-	CofGF	On-going	Capital Improvement

Funding and Administration:

Tax Increment Financing (TIF) is necessary to encourage private reinvestment within the District, create employment opportunities, implement the goals set forth in this plan and increase the tax base of the District. The Downtown Urban Renewal District is hereby established as a tax increment financing urban renewal area in accordance with 7-15-4282-4292 and 4301-4324 (MCA).

For the purpose of calculating the incremental taxable value each year for the life of the district, the base taxable value shall be calculated as current base taxable value of the district as of January 1, 2012.

Administration

The District will be administered in accordance with 7-15-4232 (MCA). The Great Falls City Commission has the authority to administer and manage the District and the implementation of the DURP. Under 7-15-4232 (MCA) the City Commission may authorize a City Department to manage the program and implement the recommendation of the DURP. It is envisioned that the Commission will receive recommendations and input from the Planning and Community Development Department in partnership with the Downtown Partnership of Great Falls (the Partnership).

Planning and Community Development Staff will work with the Partnership to prepare an annual District work plan and budget, which the Partnership will submit to the City Commission for consideration and adoption. The work plan will list the activities and cost of activities for the coming fiscal years and a method of financing those activities. The Partnership will enter into an Memorandum of Understanding (MOU) or other form of agreement that outlines the roles and responsibilities of this group in relation to the District.

The Planning and Community Development Department will provide initial staffing to assist the Partnership in preparing the annual District work plan and budget, preparing and presenting annual reports to the City Commission, and coordinating the review of proposed projects and development requesting TIF funding. It is anticipated that TIF moneys will be used in the future to fund a permanent staff position.

Planning and Community Development Staff will provide to the City Commission and the public an annual program evaluation as part of the annual report.

Amended and Restated Downtown Urban Renewal District Plan

Conformity with the Growth Policy

The establishment of the Partnership and the Downtown TIF are both direct recommendations of the Downtown Master Plan. Additionally, specific themes, goals and policies of the City's Growth Policy (displayed below) are supported by recommendations contained within the DURP.

- Encourage livable, walkable, visually and functionally cohesive neighborhoods that incorporate traditional design concepts (Land Use pg. 20).
- Formulate and adopt modern, flexible land development regulations in order to preserve and enhance the scale, quality, and character of existing neighborhoods (Land Use pg. 21).
- Encourage mixed land uses in new and redeveloping areas to achieve a high degree of self-containment, reduce auto dependence, and foster a strong live-work-play pattern of activity within neighborhoods (Land Use pg. 22).
- Encourage preservation of corridors of land for non-motorized transportation routes/trails and provide public investment for non-motorized transportation facilities (Land Use pg. 22).
- Review existing zoning to ensure it is consistent with neighborhood objectives, and pursue rezoning of areas where conflicts are found (Land Use pg. 23).
- Increase code enforcement activity in order to help protect neighborhoods from decay, decline and disinvestment (Land Use pg. 23).
- Allow for compatible, small-scale commercial uses that support existing neighborhoods and reduce dependence on automobile travel (Land Use pg. 24).
- Encourage public investment in parks and schools that are neighborhood focal points, consistent with the Comprehensive Park and Recreation Master Plan (Land Use pg. 25).
- Proactively direct development through public investment in infrastructure (Land Use pg. 28).

Amendment of the DURP

The DURP may be modified at any time by the City Commission as necessary to eliminate and prevent the development or spread of blight and to encourage urban rehabilitation. The process for plan amendment shall be consistent with the procedures outlined in 7-15-4212 - 4219 (MCA).

Conclusion:

The City of Great Falls Downtown Master Plan recommends the establishment of an Urban Renewal District that utilizes TIF funding to revitalize and rehab downtown. The Plan provides an ambitious yet obtainable framework of goals, objectives and strategies that are intended to transition this area from its current condition to a vibrant and thriving destination. The Downtown Urban Renewal District has tremendous potential to re-emerge as the commercial, cultural and entertainment center of Great Falls.

Amended and Restated Downtown Urban Renewal District Plan





Commission Meeting Date: September 21, 2021

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

- Item:** Set a public hearing for Resolution 10429, A Resolution approving a request from the Great Falls Business Improvement District to use West Bank Urban Renewal District Tax Increment Financing (TIF) funds for the cost of manufacturing and installation of Wayfinding signs within or directing traffic towards the West Bank Urban Renewal District.
- From:** Brad Eatherly, Planner II, Planning and Community Development
- Initiated By:** Joan Redeen, Great Falls Business Improvement District
- Presented By:** Craig Raymond, Director, Planning and Community Development
- Action Requested:** Set a public hearing to receive testimony regarding Resolution 10429, a resolution to authorize the expenditure of West Bank Urban Renewal District Tax Increment Financing funds for October 19, 2021.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (set/not set) Resolution 10429 for a public hearing on October 19, 2021.”

2. Mayor requests a second to the motion, public comment, Commission discussion, and calls for the vote.

Staff Recommendation:

The Great Falls Planning Advisory Board reviewed the BID’s request at their August 24, 2021 Board meeting and recommended that the City Commission approve the requested TIF funds. Staff also recommends approval of the request based on the findings of the required criteria.

Background:

A wayfinding plan has been a community goal for several years. Establishing a wayfinding plan was listed as a goal in the 2012 City of Great Falls Downtown Master Plan, the 2013 City of Great Falls Growth Policy Update, and the Downtown Urban Renewal Plan. Several attempts over the years were made to secure funding for creating a wayfinding plan for the City.

With the hopes of being awarded a Montana Main Street grant, the BID released a Wayfinding Plan RFP on October 18, 2019. The award of the Main Street grant on February 5, 2020, allowed the City and the BID to move forward with the project. The Wayfinding Plan contract was awarded to Cushing Terrell on March 9, 2020. Over the course of the spring and summer of 2020, the Core Team, consisting of the consultant, the BID, and City Planning and Community Development staff, worked to complete the

Wayfinding Plan. A Steering Committee and a Stakeholder’s Group were formed in order to receive input from larger, more diverse groups. The Core Team also sought public participation in the process by asking them to pinpoint destinations they felt were important to the community and participate in a scavenger hunt in order to bring awareness to the planning effort without encouraging large public gatherings during the Covid-19 pandemic.

The Wayfinding Plan is essential to connect people travelling to Great Falls to the West Bank area and to the surrounding cultural, natural and recreational amenities. By having access to prominent, appealing signage, many who would otherwise simply travel through Great Falls or those who are not familiar with the area, will learn about the services, destinations and points of interest that are available. There are five goals included in the Wayfinding Plan. They include: 1) Establish clear and consistent citywide signage geared toward vehicles and pedestrians that connect residents and visitors with downtown Great Falls and the area’s cultural, natural, and recreational amenities, 2) To incorporate elements from existing logo/branding effort into the sign design, 3) To incorporate a variety of signs that reinforce a “sense of place and identity”- providing visitors and residents with an understanding of where to find existing amenities and destinations, 4) Develop signs that add to a Great Falls aesthetic without creating clutter or discord, and 5) Ensure signs comply with all applicable local, state, and federal sign regulations.

On April 6, 2021, the Great Falls City Commission formally adopted the City of Great Falls Wayfinding Plan. The estimated cost for the implementation of the wayfinding plan is \$220,000. The Great Falls BID has secured several funding sources for the construction and installation of the signage within the plan, including \$12,500 from Montana Main Street, \$84,184 from Montana Tourism, \$5,000 from Great Falls Montana Tourism, \$1,300 from Great Falls Association of Realtors, \$6,500 from both the Great Falls BID and Great Falls Downtown Development Partnership, and \$1,000 from both the Great Falls Development Authority and the Great Falls Downtown Association. These amounts total \$117,984 committed to the implementation of the wayfinding plan.

There are a total of two motorist signs that are eligible to be funded with funds from the West Bank Tax Increment Financing District. The estimated price per motorist sign is \$3050.00. The amount requested (6,820) will cover the two signs eligible for funding from the West Bank TIF District, as well as account for any contingencies there may be in the installation process. The BID has requested that the requested funds be potentially reimbursed in phases as work is completed.

Review Criteria:

Preliminary Findings

After thorough review and evaluation of the Project, City Staff has determined:

- No persons will be displaced from their housing by the Project or the infrastructure improvements.
- The Project and the infrastructure improvements substantially satisfy the review criteria of the funding application process and meet the purpose and goals of the State Law, the District and Plan.
- The infrastructure improvements constitute public improvements in accordance with the Act.
- A sound and adequate financial program exists for the financing of the infrastructure improvements.

Montana Code Annotated (MCA) TIF Regulations

The creation and administration of TIF Districts are governed by State Law. According to Montana Code Annotated (MCA) (7-15-4288), tax increment can only be used for the following purposes: The tax increment may be used by the local government to pay for the following costs of or incurred in connection with an urban renewal plan or targeted economic development district comprehensive plan:

1. land acquisition;
2. demolition and removal of structures;
3. relocation of occupants;
4. the acquisition construction, and improvement of public improvements or infrastructure, including streets, roads, curbs, gutters, sidewalks, pedestrian malls, alleys, parking lots and off-street parking facilities, sewers, sewer lines, sewage treatment facilities, storm sewers, waterlines, waterways, water treatment facilities, natural gas lines, electrical lines, telecommunication lines, rail lines, rail spurs, bridges, publicly owned buildings, and any public improvements authorized by Title 7, chapter 12, parts 41 through 45; Title 7, chapter 13, parts 42 and 43; and Title 7, chapter 14, part 47, and items of personal property to be used in connection with improvements for which the foregoing costs may be incurred;
5. costs incurred in connection with the redevelopment activities allowed under 7-15-4233;
6. acquisition of infrastructure-deficient areas or portions of areas;
7. administrative costs associated with the management of the urban renewal area or targeted economic development district;
8. assemblage of land for development or redevelopment by private enterprise or public agencies, including sale, initial leasing, or retention by the local government itself at its fair value;
9. the compilation and analysis of pertinent information required to adequately determine the needs of the urban renewal area or targeted economic development district;
10. the connection of the urban renewal area or targeted economic district to existing infrastructure outside the area or district;
11. the provision of direct assistance to secondary value-adding industries to assist in meeting their infrastructure and land needs within the area or district; and
12. the acquisition, construction, or improvement of facilities or equipment for reducing, preventing, abating, or eliminating pollution.

City of Great Falls TIF Review Criteria

In order for the Planning Advisory Board and eventually the City Commission to approve any TIF funding request, the request must meet the criteria recommended in the Urban Renewal Plan, as well as be eligible for TIF participation in accordance with MCA guidelines noted in this report. To aid in this determination, the City of Great Falls' Tax Increment Application Process established twelve specific criteria to assess the merits of projects against the Plan. Those criteria are:

- 1) Public Infrastructure Improvements – Public infrastructure improvements have the benefit of improving and impacting an entire district. Each district may have its own Capital Improvement Plan, which may include things such as roadway improvements, storm drains, sewer and waterlines, railroads, etc.

Staff Analysis – Public signage that is intended to advertise unique districts and civic enterprises within the City can be considered public infrastructure and will improve and impact the West Bank TIF District in a positive way. The proposed small expenditure of \$6,820 has the potential to add important economic development into the West Bank TIF District. These two signs will potentially direct a higher number of visitors to the West Bank area.

- 2) Economic Stimulus- The amount of economic activity to be generated within a district through the development is assessed, as well as the leverage ratio of public to private investment. In general, the maximum limit of any one development is 10% of the construction/rehabilitation costs, exclusive of acquisition costs. Projects demonstrating extraordinary benefit to Districts or the community may, at the discretion of City Commission, receive additional TIF assistance for eligible items. All applications should contain credible, measurable information substantiating the project's economic stimulus in the District and the community.

Staff Analysis – The economic benefits of community wayfinding are well established. The installation of wayfinding signs within the West Bank District will increase visitation and economic activity at key destinations within the TIF District.

- 3) Tax Generation – The increase in taxable value due to the new district development, including construction/rehabilitation, as estimated by the County Assessor's office to determine tax increment generation.

Staff Analysis – With the implementation of the Wayfinding Plan, the amount of business and traffic that the district sees will increase and spur further build out of the area. The future development within West Bank will continue to become more feasible and create additional assessed property tax valuation for the District.

- 4) Employment Generation – Total employment generated by the district development is assessed in terms of permanent and part-time jobs, and construction jobs.

Staff Analysis – If approved, the TIF funds will be used to implement the City of Great Falls Wayfinding Plan, which will create construction jobs for the installation of a large number of wayfinding signs. Also, through spurred investment, increased tourism, and growing businesses, the Wayfinding Plan should indirectly help expand the availability of employment opportunities within the West Bank TIF District.

- 5) Elimination of Blight – The development's direct and indirect impact on the physical and fiscal deterioration within the appropriate district and the community, as identified in the appropriate district plan.

Staff Analysis –The West Bank TIF District was specifically adopted to implement the West Bank Urban Renewal Plan. Additional visitation of destinations within the West Bank Urban Renewal Plan Area will lead to economic development opportunities to further eliminate blight within the District.

- 6) Special or Unique Opportunities – The extent to which the district's development represents a unique opportunity, meets a special need, or addresses specific district or community goals. The restoration of a historic property or the provisions of an unmet community need is an example of special or unique opportunities.

Staff Analysis – Staff believes that the opportunity to leverage TIF District funds to benefit not only the Downtown and West Bank TIF Districts but create a community wayfinding plan, is a unique opportunity to meet an unmet community need. A wayfinding plan has been listed as goal of the community since 2012 when it was included in the Downtown Master Plan.

- 7) Impact Assessment – The extent of both positive and negative environmental impacts, appropriateness of the developer’s project design, and impact on existing businesses or residents.

Staff Analysis –The implementation of wayfinding signs within the District will create positive impacts to existing businesses within the Urban Renewal Area. The installation of two signs within the District will have no environmental impacts.

- 8) Financial Assistance – Other forms of financing available to the Applicant, Lender participation, industrial development revenue bonds, and state and federal grant monies, for example are examined to assess the need for TIF assistance.

Staff Analysis – This request for TIF funds will be used in addition to a request for \$128,950 from the Downtown Urban Renewal TIF District. The BID has already been awarded \$84,184 from a Montana Tourism grant, \$12,500 from a Montana Main Street Grant, as well as funds committed by the BID, Downtown Development Partnership, Great Falls Development Authority, Great Falls Downtown Association, Great Falls Montana Tourism, and the Great Falls Realtors Association for a total of \$117,984.

- 9) Development’s Feasibility – A determination of feasibility is made on the strength of the Applicant’s demonstration of market demand for the development in the district and is contained primarily on the pro forma and financing commitments.

Staff Analysis – Because this criterion is tailored to fit development project proposals seeking TIF funds, it is not applicable to the applicant’s request to financially support the Wayfinding project. The applicant is currently executing a TIF funded project to maintain the boulevard trees inventory within the TIF area.

- 10) Developer Ability to Perform – An assessment of the Applicant’s capability to undertake the relative complexities of the development based on past performance on similar projects.

Staff Analysis – The project has been put out to bid, with the BID accepting the bid offer from the only contractor who applied. The contractor whose bid was accepted is known to be able to perform the work as described within the Wayfinding Plan.

- 11) Timely Compensation – The feasibility of completing the development according to the Applicant’s development schedule.

Staff Analysis – Staff believes that the applicant will be able to meet the development schedule as noted within the application.

- 12) Payment of Taxes – All property taxes, special improvement district assessments and other assessments on the project property must be paid to date.

Staff Analysis – There are currently no outstanding tax issues related to the project or applicant.

Fiscal Impact:

The relatively low funding request will allow for a greater economic impact to the West Bank Urban Renewal District. Currently the West Bank TIF has a balance of \$233,183, with a cash payment and a

debt service still to be fulfilled. This request will not affect the City's other financial obligations for the TIF district.

Alternatives:

The City Commission could choose to not set a public hearing for October 19, 2021 and set a different date.

Concurrences:

The applicant's request for TIF funding had been reviewed by the City's outside legal counsel from Dorsey & Whitney LLP.

Attachments/Exhibits:

Resolution 10429

TIF Application

West Bank TIF District Map

West Bank Urban Renewal Plan

RESOLUTION 10429

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, APPROVING THE BUSINESS IMPROVEMENT DISTRICT'S APPLICATION FOR USE OF WEST BANK URBAN RENEWAL TAX INCREMENT FINANCING (TIF) DISTRICT FUNDS

* * * * *

WHEREAS, under the provisions of the Montana Code Annotated, Title 7, Chapter 15, Parts 42 and 43, as amended, an urban renewal district may be established so that a municipality may undertake urban renewal projects therein, provide for the segregation and collection of tax increment with respect to taxes collected in such district, and apply all or a portion of the tax increment derived from such district to the payment of costs of such urban renewal projects; and

WHEREAS, the City Commission, in 2007, established the West Bank Urban Renewal Tax Increment Financing District to address blighted conditions and foster economic development; and,

WHEREAS, in April 2013, the City Commission approved the revised Tax Increment Application and Forms that outline eligible activities under state statute, the application process to be followed, and criteria to be used when evaluating applications; and,

WHEREAS, the City Commission, pursuant to Resolution 10393, duly adopted on April 6, 2021, adopted the City of Great Falls Wayfinding Plan;

WHEREAS, the Great Falls Business Improvement District has proposed the manufacturing and installation of Wayfinding Signs within, or directing towards, the West Bank Urban Renewal District, with eligible tax increment financing expenses and has applied for such funds; and

WHEREAS, City Staff has assessed the project in relation to the goals and objectives of the West Bank Urban Renewal District Plan, evaluated the project based on the evaluation criteria, and determined that expenditure of TIF funds up to the amount of \$6,820, is warranted for the

purpose of paying for the manufacturing and installation of Wayfinding signs within, or directing towards, the West Bank Urban Renewal District.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Great Falls, Montana, that the Business Improvement District’s Application for use of West Bank Urban Renewal Tax Increment Financing District Funds is approved in the amount of up to \$6,820 for the purpose of manufacturing and installation of Wayfinding signs within, or directing towards, the West Bank Urban Renewal District.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, October 19, 2021.

Bob Kelly, Mayor

ATTEST:

Lisa Kunz, City Clerk

(CITY SEAL)

APPROVED FOR LEGAL CONTENT:

Jeffery M. Hindoien, Interim City Attorney

CITY OF GREAT FALLS



TAX INCREMENT FINANCING (TIF)

APPLICATION FOR FUNDS

CITY OF GREAT FALLS
TAX INCREMENT FINANCING (TIF)
APPLICATION FOR FUNDS

Project Name: Implementation of the Wayfinding Plan

Date Submitted: July 2021

Name of TIF District: WestBank Landing Urban Renewal District

APPLICANT INFORMATION

Name: Great Falls Business Improvement District

Address: 318 Central Avenue, Great Falls 59401

Telephone: 406.727.5430

DEVELOPMENT INFORMATION

1. Building Address: N/A

2. Legal Description: N/A

3. Ownership: City of Great Falls
Address: 2 Park Dr Great Falls MT 59401

4. If property is not owned by the Applicant, list leasehold interest: (*Attach evidentiary materials*).
Name: _____
Address: _____

5. Existing/Proposed Businesses: Great Falls Business Improvement District

Business Description: The Great Falls Business Improvement District (BID) is the focal point of regional commerce for social, cultural, governmental, business and residential activity in downtown Great Falls. The goal of the BID is to maintain, beautify, and stimulate development in Great Falls' historic downtown district. The BID is operated by an all-volunteer Board of Directors who are property owners or their designated representatives within the district; with additional administrative support within their office setting. All board members are appointed by the City Commission.

The BID has proven itself to be a vital part of the downtown area providing for improvement and beautification. The initial creation of the BID was in 1989, it was renewed in 1999, 2009 and again in 2019 each for periods of ten years by petition of the property owners within the District. The BID took the lead in organizing and securing funding for the development of a Great Falls city-wide Wayfinding Plan. It is now the intention of the BID to contract for implementation of the city-wide Wayfinding Plan that the City Commission formally adopted.

6. Employment: Existing FTE Jobs: None directly by the BID

New Permanent FTE Jobs created by project: _____ Construction FTE jobs: _____

7. Architectural/Engineering Firm: Cushing Terrell

Address: 219 2nd Ave South, Great Falls MT 59405

Representative: Anthony Houtz

**CITY OF GREAT FALLS
TAX INCREMENT FINANCING (TIF)
APPLICATION FOR FUNDS**

8. Please provide a description of the Total Project Development (attach a narrative explanation).

This application seeks up to a maximum of \$6,820 from the WestBank Landing Urban Renewal District to complete the funding needed to implement the City of Great Falls Wayfinding Plan.

The City Commission formally adopted the Plan at their meeting on April 6, 2021. The Commission has supported this project in the past by allocating \$25,000 from the Downtown Urban Renewal TIF District toward the Planning process that was completed in 2020.

The estimated cost of installation of the Wayfinding Plan is \$220,000. This figure was determined through a competitive bid process overseen by the BID with participation from City staff and the Downtown Development Partnership. Cushing Terrell drafted the bidding documents for implementation of the Plan.

The BID, in partnership with the City, secured a Montana Main Street Grant in the amount of \$12,500 for the installation of the Plan. The BID also secured a Montana Tourism grant in the amount of \$84,184 for the installation of the Plan. The BID and the Downtown Development Partnership have each committed \$6,500; Great Falls Montana Tourism has committed \$5,000; the Great Falls Association of Realtors has committed \$1,300; and the Great Falls Development Authority and the Downtown Great Falls Association have each committed \$1,000 toward implementation of the Plan.

There are a total of 58 motorist and 20 pedestrian signs called for in the Plan. Of the 58 motorist signs there are 39 signs that direct individuals to destinations located within the Downtown Urban Renewal boundaries, making those 39 of the 58 motorist signs eligible for TIF funding through the Downtown TIF. In addition, all but four of the 20 pedestrian signs will be located within the Downtown Urban Renewal District, making 16 pedestrian signs eligible for TIF funding through the Downtown TIF. Two of the motorist signs are eligible to be funded with funds from the WestBank Landing Urban Renewal District.

Not including any TIF funding, the identified sources, as noted above, of income toward implementation total \$117,984. The estimated price per motorist sign is \$3,050.00. With 39 motorist signs being eligible to be funded via the Downtown Urban Renewal TIF District that equates to \$118,950. This application also includes up to \$10,000 for possible removal of signs if duplicate signs are discovered as installation progresses. The BID is seeking approval for maximum TIF funding from the Downtown Urban Renewal District of \$128,950 to cover the difference in cost from the estimate to identified funding sources. It should also be noted that 16 pedestrian signs, at an estimate of \$720.00 per sign equates to \$11,520; these signs are also eligible for Downtown TIF funding.

The Downtown Master Plan was formally adopted by the City Commission in 2011 and called for Wayfinding. The City, BID and partners have been working to secure the funds for creation of and implementation of a Wayfinding Plan for many years. We achieved that goal in 2020 and are now moving forward on implementation of the Plan. A comprehensive wayfinding program is essential to connect people traveling to Great Falls to historic downtown and to the surrounding cultural, natural and recreational activities. By providing prominent, appealing signage, many who would otherwise simply travel through Great Falls or those who are not familiar with the area, will learn about the services, destinations and points of interest that are available.

The BID may be submitting for incremental payments as this project progresses.

9. Please provide rehabilitation/construction plans (attach schematics, site, and landscaping plans).

N/A

10. What is the development schedule or estimated completion date for the Total Project Development? The Total Project Development is best defined as the entire development, not just the TIF improvements (please include project phasing if appropriate).
Contractor will have until March 2022 to complete installation of the project.

11. Do you plan on asking for any other tax abatements, grants, tax credits or other forms of relief? If so, what type?
N/A

12. Please describe your funding needs and the anticipated timing schedule for your identified Eligible TIF Activities (example: *I will be fronting the costs of all identified TIF improvements and would like to be reimbursed incrementally as TIF funds become available; I am interested in utilizing bond financing to complete the identified project improvements and would like to be reimbursed with TIF funds as they become available, I need TIF funds immediately to complete the identified TIF improvements, etc.*)
Following a public bidding process, the BID will be contracting with the selected contractor to perform all work as described in the Wayfinding Plan. The BID will submit for reimbursement, up to the maximum of \$128,950, for any remaining difference between the identified committed funding sources and the contracted amount. Submission for reimbursement may be done on an incremental basis, as the BID's cash flow requires. The project is expected to be complete in the spring of 2022.

13. Please indicate the amount of Public Infrastructure Need and the amount of Public Infrastructure being requested to be financed by the TIF District.
N/A

TOTAL PROJECT DEVELOPMENT COSTS

The total project development cost is the cost to develop the entire project/site, and should include the cost of the TIF improvements.

Land and Site Preparation Improvements (Itemized)

1. <u>Value of Land</u>	\$ _____	
2. _____	\$ _____	
3. _____	\$ _____	
4. _____	\$ _____	
5. _____	\$ _____	
Subtotal		\$ _____

Construction/Rehabilitation Costs (Use general construction trade divisions)
(Total value of improvements)

1. <u>Wayfinding Implementation</u>	\$ 220,000 _____	
2. <u>Architectural fees</u>	\$ 3,200 _____	
3. <u>Demolition</u>	\$ 10,000 _____	
4. _____	\$ _____	
5. _____	\$ _____	
6. _____	\$ _____	
7. _____	\$ _____	
Subtotal		<u>\$223,200</u>

Equipment Costs
(Total value of equipment)

1. _____	\$ _____	
2. _____	\$ _____	
3. _____	\$ _____	
4. _____	\$ _____	
5. _____	\$ _____	
Subtotal		\$ _____

Total Project Development Costs **\$223,200**

ELIGIBLE TIF ACTIVITIES

Land Acquisition

	Total	Amount Requested from TIF	Timing for Funds
1.	_____	_____	_____

Demolition & Removal of Structures

1.	_____ \$10,000 _____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
Subtotal	_____ \$10,000 _____	_____	_____

Relocation of Occupants

1.	_____	_____	_____
----	-------	-------	-------

Public Improvements

(acquisitions, construction, and improvement of infrastructure which includes streets, roads, curbs, gutters, sidewalks, pedestrian malls, alleys, parking lots and off-street parking facilities, sewers, sewer lines, storm sewers, etc.)

1.	_____ \$118,950 _____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
Subtotal	_____ \$118,950 _____	_____	_____

Fees (associated with eligible activities)

(A&E design/supervision, permits & other fees)

1.	_____ \$3,200 _____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

CERTIFICATION

I (we), Joan Redeen (please print),
certify that the statements and estimates within this Application as well as any and all documentation
submitted as attachments to this Application or under separate cover are true and correct to the best of
my (our) knowledge and belief.

Signature Joan Redeen

Title Community Director

Address 318 Central Ave, Great Falls 59401

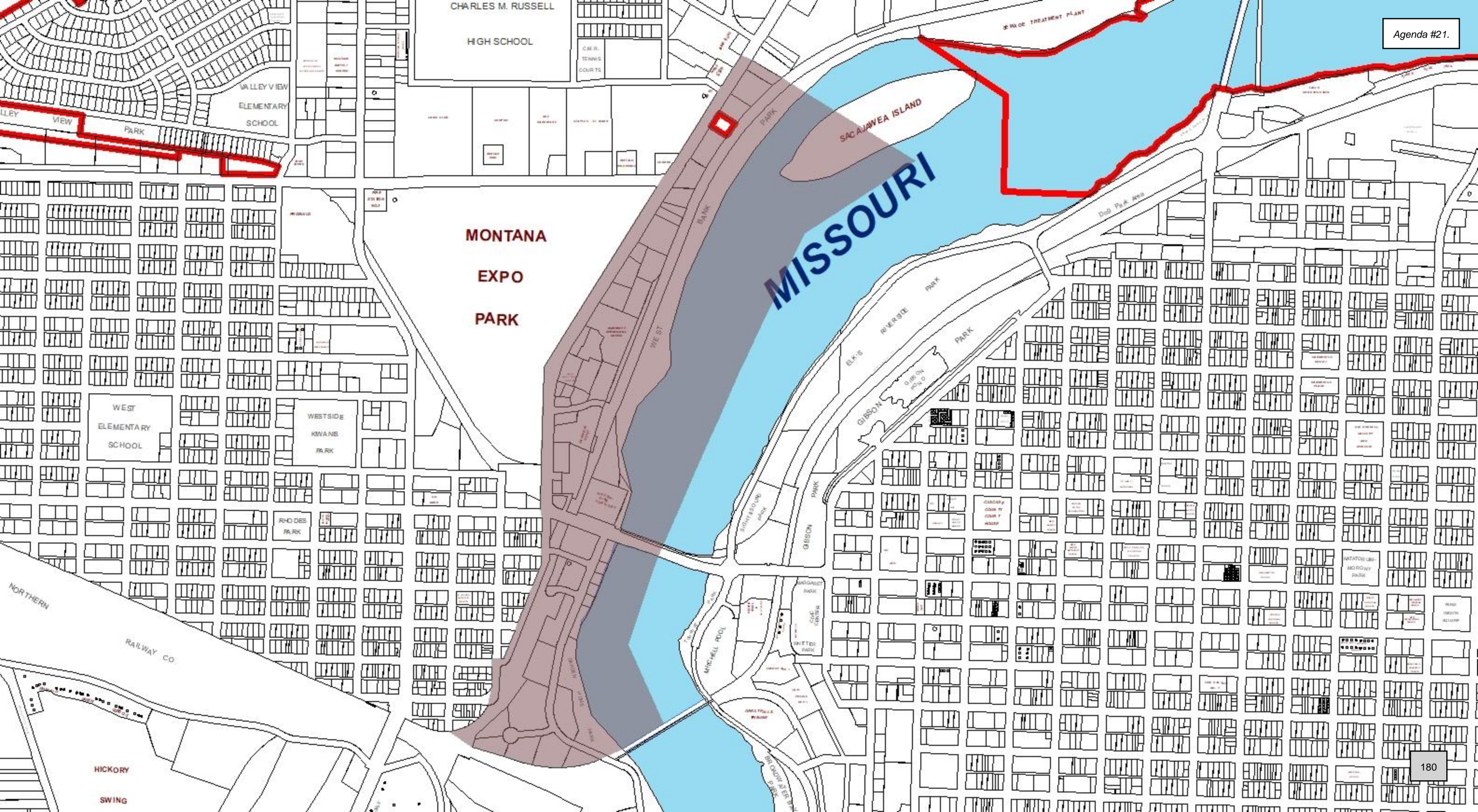
Date 8/12/2021

Signature _____

Title _____

Address _____

Date _____



MONTANA
EXPO
PARK

MISSOURI

SACAJAWEA ISLAND

WASTEWATER TREATMENT PLANT

VALLEY VIEW
ELEMENTARY
SCHOOL

CHARLES M. RUSSELL
HIGH SCHOOL

WEST
ELEMENTARY
SCHOOL

WESTSIDE
KWANS
PARK

RHO DES
PARK

BLK'S
RIVERSIDE
PARK

GIBSON
FIELD

GIBSON
PARK

MICHELL
POOL

ANGEL
PARK

COE
CENTER

WHITTED
PARK

ORVILLE
PARK

WATSON
LIBRARY
PARK

POSSIBLE
WOODS

WATSON
LIBRARY
PARK

WATSON
LIBRARY
PARK

HICKORY
SWING

West Bank Urban Renewal Plan Great Falls, Montana



2007

Acknowledgements

We wish to thank the following for their contributions to the West Bank Urban Renewal Plan:

- Great Falls City Commission
- Great Falls Planning, Community Development, Fiscal Services, and Public Works Departments
- City Manager's Office
- Great Falls Neighborhood Council #2
- Great Falls Economic Development Authority
- West Bank Area Property Owners and Stakeholders
- Great Falls Planning Board

Planning Oversight:

- Benjamin Rangel, Great Falls Planning Director

Project Consultant:

- Janet Cornish, Community Development Services of Montana

West Bank Urban Renewal Plan ~ Table of Contents

<u>Section</u>	<u>Page Number</u>
Chapter 1. Introduction	1
Statement of Purpose	3
Chapter 2. Description of the Urban Renewal District	5
Legal Description	5
Area History	5
Existing Characteristics	7
Chapter 3. Key Findings	10
Area Assets and Opportunities	10
Challenges	11
Blighted Conditions in the West Bank Urban Renewal Dist.	12
Chapter 4. Goals and Strategies of the West Bank Urban Renewal Plan	15
Remediation of Environmental Pollutants	15
Public Infrastructure Improvements	17
Community and Economic Development	21
Historic/Cultural Resources	23
Natural Resources	25
Chapter 5. Planning Approach – The Defining Elements	26
Sub Area Planning – Phased Approach	26
Thoughtful Design	26
Intergovernmental Cooperation	26
Public Investment	27
Planning Consistency	27
Chapter 6. Implementation	28
Administration	28
Program Funding	30
Tax Increment Financing Provision	30
Other Funding Mechanisms	30
West Bank Urban Renewal Program Evaluation	39

Table of Appendices:

- A. Resolution of Blight
- B. Parcel Data
- C. Public Utilities
- D. Allowable Uses of Tax Increment Funds

Chapter 1. Introduction

The City of Great Falls, Montana is embarking on a program of urban renewal for the area known as West Bank, bounded on the West by 3rd Street NW/SW, on the East by the center line of the Missouri River, on the North by a point just north of 14th Avenue NW and on the South by a point just south of 5th Avenue SW. (See Figure 1, below.) The area, which has been designated by the Great Falls City Commission as the West Bank Urban Renewal District is in transition. Historically, the District was characterized by heavy industrial uses. However, as the City has grown, industrial development has shifted to the city's periphery. At the same time, the community is promoting a more diversified and integrated development within the city's core, focusing on mixed uses – recreational, commercial and residential. The West Bank's proximity to the River and associated parkland, as well as to a major roadway (3rd Street NW/SW), makes it a logical place to encourage new mixed-use development in concert with efforts to revitalize downtown Great Falls. The revitalization of the West Bank area is being undertaken in cooperation with efforts to address contamination of an area within the District, formerly occupied by a brewery and an oil refinery and currently occupied by the County Shop complex and a specialty seed mill.

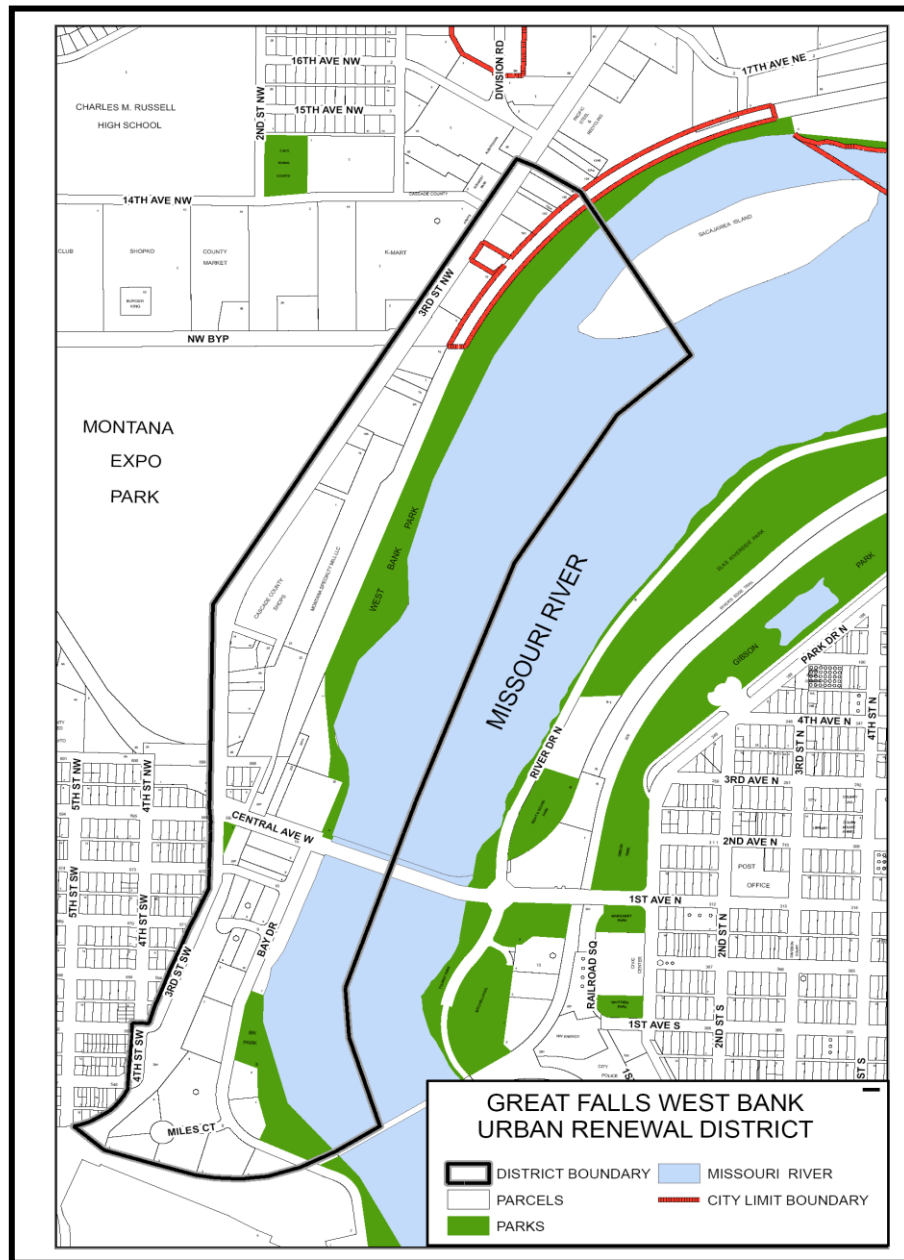
This urban renewal effort is being undertaken in accordance with the Montana Urban Renewal Law which provides for the renewal of "blighted" areas in 7-15-42 and 7-15-43, MCA, as follows:

- 7-15-4209.** Development of workable urban renewal program. (1) A municipality, for the purposes of this part and part 43, may formulate a workable program for utilizing appropriate private and public resources:
- (a) to eliminate and prevent the development or spread of blighted areas;
 - (b) to encourage needed urban rehabilitation;
 - (c) to provide for the redevelopment of such areas; or
 - (d) to undertake such of the aforesaid activities or other feasible municipal activities as may be suitably employed to achieve the objectives of such workable program.
- (2) Such workable program may include, without limitation, provision for:
- (a) the prevention of the spread of blight into areas of the municipality which are free from blight through diligent enforcement of housing, zoning, and occupancy controls and standards;
 - (b) the rehabilitation of blighted areas or portions thereof by replanning, removing congestion, providing parks, playgrounds, and other public improvements; by encouraging voluntary rehabilitation; and by compelling the repair and rehabilitation of deteriorated or deteriorating structures; and
 - (c) the clearance and redevelopment of blighted areas or portions thereof.

On November 8, 2006, the Great Falls City Commission authorized an investigation of the West Bank area. The purpose of the investigation was to determine the presence and extent of blight within the area as defined by the Montana Urban Renewal Law (7-15, Parts 42 and 43 MCA) as a first step in preparing a *West Bank Urban Renewal Plan*. The investigation culminated in a "Finding of Blight", that was adopted by Resolution 9626 (attached as Appendix A) by the Great Falls City Commission on December 5, 2006. In particular, the Resolution identified the following blighted conditions:

1. Physical deterioration of buildings and properties
 - Many of the structures in the defined area are in poor repair and properties are poorly maintained. City building permit information indicates that the majority of existing structures have not been substantially improved for at least twenty years.
2. Inappropriate or mixed uses of land or buildings
 - The presence of existing heavy industrial uses within the defined area is incompatible with retail, commercial, residential and parkland development. This land use conflict has proven to be a disincentive to the improvement of properties within the area by private enterprise.
3. Defective street layout
 - Much of the area is without streets, sidewalks, curbs, or gutters resulting in poor traffic circulation and storm drainage problems.
4. Unsanitary and unsafe conditions
 - Portions of the defined area are included in the list of priority sites maintained by the Montana Department of Environmental Quality under the Comprehensive Environmental Cleanup and Responsibility Act (CECRA) and are designated a Brownfield site as defined by the U.S. Environmental Protection Agency. Contamination on the site is associated with historic industrial activity and has affected both the soil and groundwater and threatens to contaminate the Missouri River.

Figure 1. Great Falls West Bank Urban Renewal District



Statement of Purpose

Changes in land use in the West Bank area, in conjunction with the proposed removal of contamination associated with historic industrial activities, provides an opportunity for area redevelopment through public-private partnerships. The City of Great Falls has chosen to participate in this redevelopment effort through the creation of an urban renewal program, including a tax increment financing (TIF) provision to help fund public investment in the area.

This Urban Renewal Plan provides direction to the City of Great Falls in fostering the revitalization and economic development of the West Bank Urban Renewal District. The Plan provides a “platform” for redevelopment activities that will be undertaken by a variety of public and private entities over the next several decades. More particularly, this Plan recommends a series of programs and projects that will be undertaken by the local government to encourage reinvestment in the District and to address blighted conditions that have diminished the environmental, economic and cultural well-being of the West Bank area over time.

Although the Montana Urban Renewal Law recognizes that eliminating urban blight is a matter of public interest, this Plan has been developed, based on the underlying principle that it is the citizens who work, reside and own property in the West Bank Renewal District who will be engaged directly in the revitalization effort. Further, the Plan has been prepared with respect to three Guiding Principles as follows:

- The plan for the West Bank Urban Renewal District should foster economic development and job creation.
- The improvement of the overall environmental quality of the West Bank Urban Renewal District is critical.
- Protection and enhancement of the West Bank Park and the Missouri River, which form the eastern boundary of the District are key in the redevelopment of the West Bank Urban Renewal District.

The West Bank Urban Renewal Plan outlines the approach that the City of Great Falls will take in responding to blighted conditions within the District. The Plan recommends ways to comprehensively address the problems and opportunities that face the area. However, the Plan recognizes that this area is in transition and therefore prescribes a large measure of flexibility in devising solutions and provides for ongoing planning on the part of the City, the residents, the businesses and property owners.

Chapter 2. Description of the Urban Renewal District

Legal Description of the West Bank Urban Renewal District

The West Bank Urban Renewal District includes all that real property in the City of Great Falls, County of Cascade, State of Montana, which lies within the following described boundary, excluding any unincorporated property, as of October 2006:

“The POINT OF BEGINNING is at the intersection of the north right of way line of 4th Avenue SW and the east right of way line of 4th Street SW; thence northeasterly along the west right of way line of 3rd Street SW and 3rd Street NW to its intersection with the northwest/southeast projection of the north property line of the parcel of land legally described as Mark No.13, Section 2, Township 20 North, Range 3 East (Geo-code #3015-02-1-10-06); thence southeasterly along the northwest/southeast projection of the north property line of the parcel of land legally described as Mark No.13, Section 2, Township 20 North, Range 3 East (Geo-code #3015-02-1-10-06) to the centerline of the Missouri River; thence southwesterly/southeasterly along the centerline of the Missouri River to the north edge of the BNSF Railway/Missouri River Bridge; thence southwesterly along the north edge of the BNSF Railway/Missouri River Bridge and the north right of way line of the BNSF Railway main line (coincidental with the south property line of Lots 1-4, Block 9, BN Car Shop Addition to Great Falls) to its extended connection with the south end of the east right of way line of 5th Street SW (coincidental with the southwest corner of Lot 10, Block 546, 6th Addition to Great Falls); thence northeasterly along the west right of way line of the BNSF Railway spur line (coincidental with the south/southeast boundary of Block 546, 6th Addition to Great Falls) to the intersection of the south right of way line of 5th Avenue SW and the west right of way line of 4th Street SW; thence north along the west right of way line of 4th Street SW to its intersection with the north right of way line of 4th Avenue SW; thence east to the POINT OF BEGINNING.”

Area History

Historically, the west side of the Missouri River in Great Falls was the home of Montana’s largest gasoline refinery, built by the Great Falls Sunburst Oil and Refinery Company. The refinery began operations in early 1923 along the 300 and 400 block of 3rd Street Northwest and was subsequently purchased by the California Eastern Oil Company in 1927. Cascade County took possession of the property in 1936 after California Eastern failed to pay gasoline license taxes and associated delinquent fees. By 1938 Cascade County had constructed its shops (Figure 2) at the site (Great Falls Tribune, December 16, 2001).



Figure 2 Cascade County Shops

The West Bank area includes the site of the former Montana Brewing Company complex, built in 1893-94, just north of Central Avenue West, along the Missouri River. In 1933, it became the malt plant for the Great Falls Brewery, Inc., finally closing in 1968. (Figure 3.) The last remnants of the site were finally removed in July of 2006 to make way for a new 54,000 square foot Federal Courthouse (July 11, 2006, Sun River News).

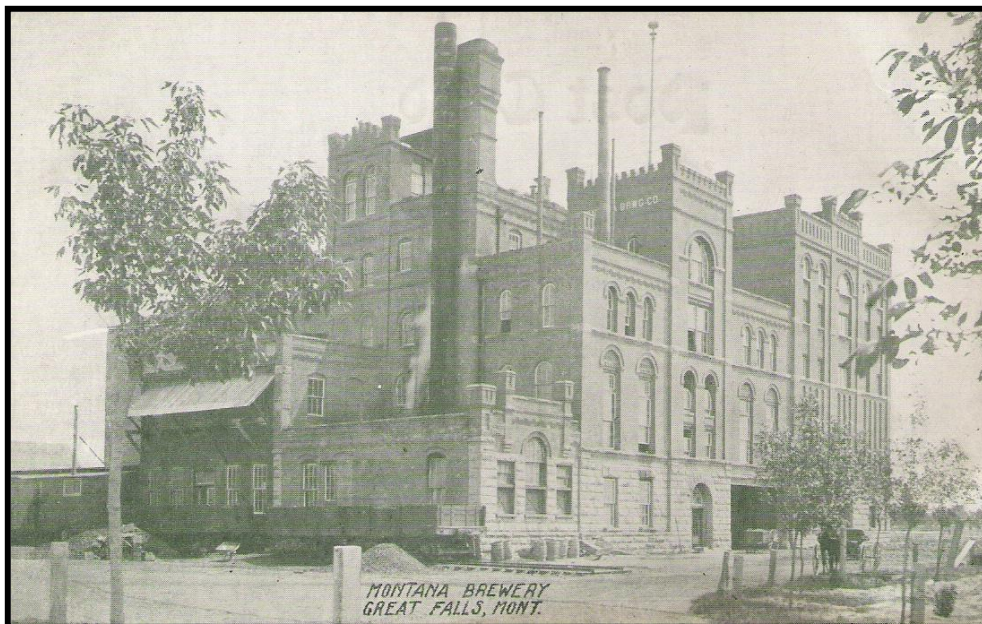


Figure 3. Montana Brewery.

Existing Characteristics

The West Bank Urban Renewal District continues to be largely characterized by industrial and warehouse uses. It also contains a small number of residences and a variety of retail and service oriented businesses, including a veterinary clinic, the Cowboy's Bar and the J Bar T Tavern. The area just south of the County Shops and Montana Specialty Mills includes the site where the new Federal Courthouse will be built. South of Central Avenue West, the District is more sparsely developed, but includes the Montana Association of Electrical Cooperatives offices as well as a former highway department structure, now held privately (Figure 4). The northern end of the District is directly adjacent to a growing commercial area. It includes the Stockman Bank, built within the last few years and will include a new Walgreens Pharmacy, already under construction.



Figure 4. Former Highway Department Building

The District encompasses portions of two Census Tracts (See Table 1) and 51 parcels. A list of the properties by parcel is included in Appendix B.

Census Tract	Census Block Group	Block Number	Population	Housing Units
16	2	2000	0	0
16	2	2017*	45	15
16	5	5001	8	3
16	5	5002	0	0
16	5	5004	0	0
16	5	5005	0	0
18	3	3000*	4	2
18	3	3019**	0	0
18	3	3020*	0	0
Totals			57	20

Source: U.S. Census (2000 Information)

Notes: * Only a portion of this block is in the Urban Renewal District

** This is the parcel that is not incorporated into the City of Great Falls

Census designations are noted in Figure 5.

Zoning Designation

The City of Great Falls has zoned the West Bank area M-2, *Mixed-use Transitional*. The Great Falls Zoning Ordinance describes an M-2 zone as follows: “This zoning designation is intended to promote a transition over time to a predominately mixed-use land use pattern. Because of changing economic conditions and other factors, some current uses do not represent the highest and best use, given other more suitable areas. Current industrial uses and warehouses are not considered nonconforming. As such, current industrial uses and warehouses existing at the time this Title was adopted are allowed to expand or to be re-established, if damaged, provided development and appearance standards under the purview of the Design Review Board are met.”

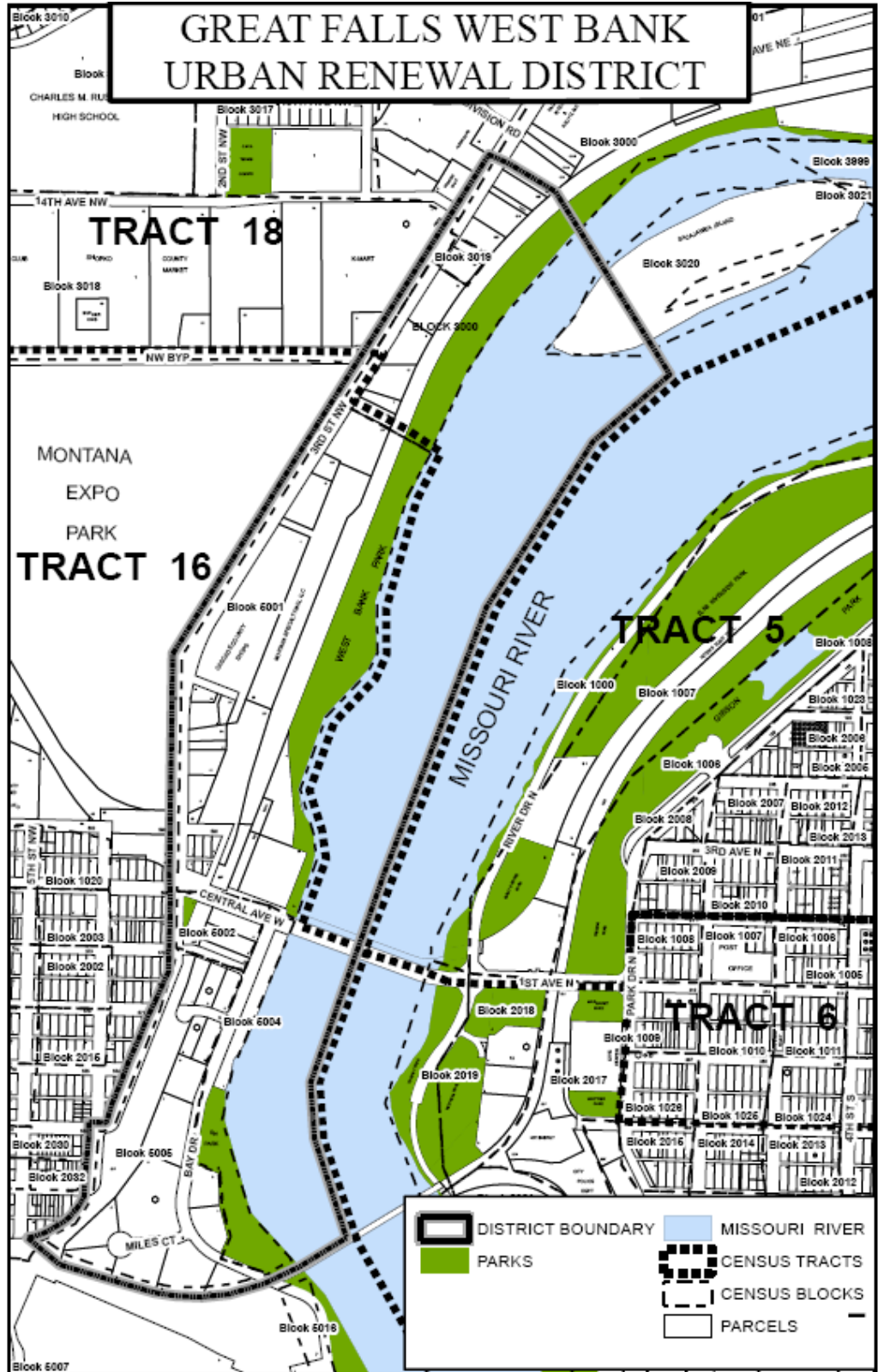


Figure 5. Census Designations

Chapter 3. Key Findings

This chapter of the Urban Renewal Plan provides an overview of the challenges and opportunities associated with the redevelopment of the West Bank Urban Renewal District. Information presented here has been gleaned from interviews and meetings with area property owners and residents, local government staff, Neighborhood Council #2 and other area stakeholders. While the West Bank Urban Renewal District can be characterized as blighted, the area has a number of recognized assets that will help foster redevelopment. For example, there is wide-spread support for area revitalization among property owners, stakeholders and the community in general.

Area Assets and Opportunities

The Missouri River and West Bank Park

The West Bank Urban Renewal District is bounded on the east by West Bank Park and the Missouri River which provide important scenic, natural, historic and recreational resources to residents and visitors. As noted in the 2004 *Missouri River Urban Corridor Plan*, the River is “a major community asset for enhanced livability, growth and economic development”. The District’s proximity to the river, in combination with West Bank Park can attract new development. The *Corridor Plan* also points out that the “Riverfront...creates real estate value [associated with its] proximity to water, views and public open space.”

Proximity to Downtown/Combating Urban Sprawl

The City’s plan to undertake the renewal of the West Bank area can be viewed as part of the overall effort to revitalize the city’s central business district and to discourage urban sprawl in general. As noted in the 2002 Great Falls Development Authority’s proposal to EPA for Brownfield Assessment grant funds, the redevelopment of “lands that have existing infrastructure...makes good planning sense, and it keeps redevelopment affordable and reduces urban sprawl. It also creates jobs in the city, close to where people live.”

Proximity to Transportation Corridors

The West Bank area is situated along two critical four-lane arterials – Central Avenue West and 3rd Street NW, which provide important links between downtown Great Falls, Interstate 15, the airport and the fairgrounds. The area has experienced increased traffic counts on 3rd Street Northwest and the Northwest Bypass, offering opportunities for successful development. The 2003 *Great Falls Area Transportation Plan* identifies 3rd Street Northwest as a major traffic corridor that is experiencing heavy traffic volumes.

Finally, railroad service is provided on an as needed basis to service Montana Specialty Mills and Montana Refining Company.

Existing and Proposed Area Development

As noted above, the West Bank Urban Renewal District is experiencing a change in land use, from heavy industrial to mixed uses. The new Federal Building, to be located on the former brewery property and the Walgreens Pharmacy, which is under construction in the northern portion of the District, will provide two important anchors for the District. The area is also home to a number of retail and service businesses. Finally, the Montana Expo Park borders the District on the west, providing an important traffic generator, as well as a potential partner in redevelopment efforts.

Challenges

Clean-up of Contaminants

The Third Street Northwest Groundwater Site is located within the West Bank Urban Renewal District and includes the County Shops, Montana Specialty Mills, portions of the BNSF Railway spur and West Bank Park. The Site is listed on the State of Montana’s “Mini- Superfund Sites” because of petrochemical related contamination. Figure 6 shows the contaminated portion of the District.



Figure 6. Contaminated Area

Clean-up of these contaminants will occur sequentially. For example, contaminants cannot be removed from West Bank Park until the County Shops and Montana Specialty Mill areas are addressed, because they are the “upstream” source of the pollutants. (See Table 2, Remediation Schedule in Chapter 4.) Redevelopment cannot occur in these areas until clean-up is complete.

Lot Size

Some of the properties within the urban renewal district are too small to accommodate new office or commercial development. Prior to significant redevelopment occurring, some of the smaller parcels of land will have to be consolidated, particularly those at the southern end of the District.

Access

While the District is adjacent to major arterials, access to and within the West Bank area is limited. In addition to the absence of roads, the railroad tracks that run north-south and parallel to the riverfront make it difficult to address the District’s transportation needs of vehicles and pedestrians. In particular, the sidetrack which currently serves Montana Specialty Mills, and which will no longer be needed once the mill is relocated, limits east-west access through a large portion of the District. Overall, the area lacks the necessary infrastructure to link recreational and commercial uses, which will ultimately be key to the successful redevelopment of the District.

Blighted Conditions in the West Bank Urban Renewal District

A Finding of Blight report for the West Bank Urban Renewal District was prepared in November of 2006. The following excerpts provide a general overview of blighted conditions in the District.

Physical deterioration of buildings

Although most of the buildings within the proposed West Bank Urban Renewal District are in use, the area generally has a deteriorating appearance. Many structures are in poor repair and properties are often poorly maintained, cluttered with refuse and waste storage areas.

According to building permit information prepared by the Great Falls Community Development Department, the majority of structures in the proposed district were constructed prior to the 1980s and many were constructed in the 1950s. While age alone does not indicate deterioration, permit information indicates that few major improvements have been made in recent decades.

Inappropriate or mixed uses of land or buildings

The eastern edge of the West Bank Urban Renewal District includes portions of West Bank Park, an important recreation and scenic resource for the City of Great Falls. The park is located adjacent to areas that have been blighted by industrial pollution and refuse storage sites. These detract from and diminish the quality of the park. The District includes a number of retail and service establishments, reflective of the land uses on those properties adjacent to the urban renewal district. The presence of heavy industrial activities in close proximity to these less intensive uses creates incompatibilities associated with industrial noise, odor and dust.

The West Bank Urban Renewal District also includes a small number of homes. The presence of heavy industrial sites in close proximity to residences can result in the devaluation of property over time. A review of residential property values within the district indicates that while the land values have increased slightly, the value of improvements has stagnated between 2000 and 2006.

Public Infrastructure/Defective or Inadequate Street Layout

The sewer and water lines within the district were installed primarily in the 1960's and 1970's to serve the commercial and large industrial users in the area. There are also some large sewer trunk lines which traverse the area from south to north. They are generally in good condition and would be able to accommodate new commercial, office and residential development. (See Appendix C, Public Utilities.) The streets that are in the area serve the perimeter of the planning area well, but are virtually non-existent in the interior, especially on the north end of the district. Access is very poor to the area between the River and the railroad tracks. Of the roads that do exist, some require paving, while others should be realigned. The district is characterized by large industrial and heavy commercial uses and in some cases, there is no public access to individual sites via roads. For example, better access is needed to West Bank Park and the new Federal Building that is slated for construction to the north of Central Avenue West. Overall the interior of the area lacks sidewalks, curbs and gutters, landscaping and adequate lighting.

Unhealthy or Unsafe Conditions

The West Bank Urban Renewal District includes the Third Street Northwest Groundwater Site, which is listed on the Montana Comprehensive Environmental Cleanup and Responsibility Act (CECRA) listing of "Mini-Superfund" priority sites. According to the Montana Department of Environmental Quality, contaminants at the site include benzene, toluene, ethylbenzene, xylene, chlorinated solvents and phenols. (Great Falls Tribune, December 16, 2001)

In 2002, the Great Falls Development Authority applied for and obtained a U.S. Environmental Protection Agency (EPA) Brownfields Assessment Grant as a first step in facilitating the redevelopment of the West Bank area. Brownfields are defined as those properties for which the expansion, redevelopment, or reuse may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. (<http://www.epa.gov/brownfields/>)

The proposal to EPA noted that the potential for in-fill development and reuse of lands in the West Bank area had been “marginalized” by the environmental pollution, creating a “lost opportunity” for reinvestment in the area. (Great Falls Riverfront Redevelopment Project...Final Grant Proposal).

Chapter 4. Goals and Strategies of the West Bank Urban Renewal Plan

This chapter presents the goals and strategies of the West Bank Urban Renewal Plan by category of concern.

Remediation of Environmental Pollutants

The West Bank Urban Renewal District includes the Third Street Northwest Groundwater Site, which is listed on the Montana Comprehensive Environmental Cleanup and Responsibility Act (CECRA) listing of “Mini-Superfund” priority sites. CECRA provides the Montana Department of Environmental Quality with similar authorities as provided under the federal Superfund Act. CECRA ranks these sites as maximum, high, medium, low and operation and maintenance priority based on the severity of contamination at the facility and the actual and potential impacts of contamination to public health, safety, and welfare and the environment. The Third Street Northwest Groundwater Site has been listed with a ranking of medium. (<http://www.deq.state.mt.us/StateSuperfund/index.asp>). According to the Montana Department of Environmental Quality, contaminants at the site include benzene, toluene, ethylbenzene, xylene, chlorinated solvents and phenols. (Great Falls, *Tribune*, December 16, 2001)

In 2002, the Great Falls Development Authority applied for and obtained a U.S. Environmental Protection Agency (EPA) Brownfields Assessment Grant as a first step in facilitating the redevelopment of the West Bank area. Brownfields are defined as those properties for which the expansion, redevelopment, or reuse may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. (<http://www.epa.gov/brownfields/>). The proposal noted that the grant would help “facilitate development through completion of environmental assessments on properties in the area...and would identify the nature and severity of contamination on the properties and allow for the selection of cleanup remedies”. (*Finding of Blight Report, 2006*)

Cascade County is largely responsible for the removal of contaminants from the Third Street Northwest Groundwater Site which includes the site of the County Shops and Montana Specialty Mills (Figure 7). The clean-up of contaminants should occur sequentially. The clean-up phases are summarized below in Table 2. (Commencement dates, as provided by Cascade County, are approximate.)

Table 2. Remediation Schedule for the Third Street Northwest Groundwater Site		
Phase	Corrective Action	Proposed Date of Commencement
I	Remove contaminants from Cascade County Road and Bridge Department Shop (southern end of property)	November, 2007
II	Remove contaminants from Montana Specialty Mills site	Late, 2008
III	Clean-up Burlington Northern Santa Fe Railroad (BNSF) right of way	2009
IV	Clean-up West Bank Park area	2010
V	Remove contaminants from the Cascade County Solid Waste District Shop (northern end of property)	2007-2008
VI	Clean-up northeast area of County Shop	2007-2008

The *Great Falls Growth Policy* notes that Brownfields are currently “dealt with on a case-by-case basis, with clean-up usually funded as part of the cost of redeveloping the property”. The removal of contaminants in the West Bank Urban Renewal District by Cascade County will enable the property to be redeveloped for non-industrial uses. While the City of Great Falls is not responsible for contaminant removal, the Urban Renewal Plan must reflect the timing of clean-up activities.



Figure 7. Montana Specialty Mills

Goal: Foster development in the West Bank Urban Renewal District in phases with respect to the availability of land following the removal of contaminants.

Strategies:

- Communicate regularly with Cascade County to enable the coordination of development activities as contaminants are removed.
- Work with Cascade County in determining an approach to clean-up non-county properties including the BNSF railroad and West Bank Park.

Public Infrastructure Improvements

Sewer and Water Services

The sewer and water lines within the West Bank Urban Renewal District were installed primarily in the 1960's and 1970's to serve the commercial and large industrial users in the area. There are also some large sewer trunk lines which traverse the area from south to north. They are generally in good condition and would be able to accommodate new development. However, due to the lack of streets, curbs and sidewalks in the area, the storm drain system is inadequate and will have to be addressed.

Goal: Ensure that all land uses within the West Bank Urban Renewal District have safe water supplies, environmentally sound wastewater disposal systems, solid waste recycling/collection programs, and stormwater management systems that protect the public health, safety and welfare.” (*Great Falls Growth Policy, 2005*)

Strategies:

- Work with the City of Great Falls Public Works Department to assure that the sewer and water infrastructure is appropriate for the scale and type of proposed development in the West Bank Urban Renewal District.
- Evaluate the current condition of the storm drain system with respect to proposed development within the West Bank Urban Renewal District and make improvements accordingly.

Area Access – Pedestrian and Vehicular

The streets in the area serve the perimeter of the Urban Renewal District well, but are virtually non-existent in the interior, especially on the north end of the District. Access is very poor to the area between the River and the railroad tracks. Of the roads that do exist, some require paving, while others should be realigned. The District is characterized by large industrial and heavy commercial uses and in some cases there is no public road access to individual sites. Better access is needed to West Bank Park and

the new Federal Building that is slated for construction to the north of Central Avenue West. In addition to the absence of roads within the District, it is difficult to access 3rd Street Northwest and Central Avenue West via a left turn from the existing roads within the District. The entire interior of the District lacks sidewalks, curbs and gutters. (*Finding of Blight Report*)

Goal: Provide a safe, efficient, accessible and cost-effective transportation system that offers viable choices for moving people and goods throughout the West Bank Urban Renewal District. (*Great Falls Growth Policy*)

Strategies:

- Identify and construct road system improvements for the West Bank Urban Renewal District that serve existing and proposed uses and address:
 - Access to and within the District
 - Sidewalks/Trails
 - Curbs
 - Gutters and Storm Drains
- Install traffic control signals and other safety features to improve access at appropriate locations.
- Work with BNSF to identify ways to provide access across the railroad right-of-way for both vehicles and pedestrians.
- Work with BNSF to determine the feasibility of removing the sidetrack rail serving Montana Specialty Mills to accommodate better access to the area.
- Provide for pedestrian access to and within the West Bank Urban Renewal District, providing links to Montana ExpoPark, West Bank Park, River's Edge Trail and nearby residential areas.

Park Development

West Bank Park (Figure 8) is an important area and community resource. Protection and enhancement of the Park is a key component in the redevelopment of the West Bank Urban Renewal District. More particularly, the Park is located within the Primary Impact Area, as defined in the *Great Falls Missouri River Urban Corridor Plan* (2004), "which includes those lands that have strong relationships to the river..." The Plan, which was called for in the 1999 *Great Falls City-County Comprehensive Plan* (now the *Great Falls Growth Policy, 2005*) presents a vision for what is possible in this corridor and includes general recommendations for access to the river, trails and the maintenance of public land. A companion document, the *Missouri River Urban Corridor Inventory & Assessment* (September 2002) characterizes existing conditions in the Corridor and makes recommendations for appropriate stabilization and recreational improvements.

The West Bank Park has also been identified by Great Falls Neighborhood Council #2 as an important neighborhood asset that contributes to the quality of life in the area and ties well to the Montana Expo Park. Area property owners have noted that West Bank Park and the riverfront help contribute to adjacent property values and provide an attractive setting for tenants and customers.



Figure 8. West Bank Park (Missouri River Corridor Plan)

Goal: Maintain and Improve West Bank Park within the West Bank Urban Renewal District.

Strategies:

- Prepare and Implement a Park Improvement Plan that addresses:
 - Pedestrian and Vehicular Access
 - Vegetation and Habitat
 - Trail & Pedestrian Use Within the Park
 - Connections to the River's Edge Trail System
 - Park Amenities and Facilities
 - Maintenance
 - Implementation Tools and Resources
- Work with adjacent property owners and developers to address Park access, visual integration with adjoining development/uses, and maintenance.

Area Design Features, Including Lighting and Landscaping

The *Missouri River Urban Corridor Plan* observes that "...there is a hodgepodge of poor quality design elements. In some areas, Quonset hut-style buildings and other structures of little aesthetic or architectural value, a surplus of unattractive and prominent signage, and a lack of unifying design details like street lighting and landscaping have resulted in a chaotic, unappealing environment. Development of this type discourages investment and upgrade to area properties." Design concepts such as buffering, shared open spaces, connection to public spaces, preservation of river views, street trees, and mixed uses are all encouraged to promote area identity, marketability and area vibrancy.

In addition, the *Great Falls Growth Policy* notes that it is the policy of the City to "encourage and promote street tree planting throughout the community and as a matter of policy, consider street trees as public infrastructure with priorities for preservation, replacement and maintenance".

Landscaping undertaken in association with development of streets, sidewalks and trails will serve to enhance the West Bank Urban Renewal District. In addition, the area will need adequate lighting to provide a safe and welcoming environment.

Goal: Urban Renewal Projects should be designed in a manner that is respectful of the area's natural and cultural setting with particular attention to landscaping and lighting.

Strategies:

- Develop and implement an urban tree planting program for the West Bank Urban Renewal District in association with the development of streets and sidewalks and in conjunction with the City Parks & Recreation Department that defines appropriate species, planting cycles and maintenance. Per the *Great Falls Growth Policy*, the City should prepare and implement a comprehensive planting, management and maintenance plan for street trees in the public rights-of-way.
- Identify an appropriate light standard that can be used throughout the District in conjunction with public improvements and private development.
- Encourage the preparation and adoption by area property owners of area-wide development standards to provide for cohesive development with a unique identity. Such standards could be used by developers when preparing plans and by the City's Design Review Board when considering proposed developments. This could be accomplished through the creation of neighborhood conservation overlay district.

Community and Economic Development

The *Great Falls Growth Policy* identifies a series of economic development goals, including the following that directly relate to the West Bank Urban Renewal District. These are:

- Diversify the base economy
- Enhance, strengthen and expand the existing economic base
- Encourage businesses and industries that will utilize existing infrastructure

The redevelopment of the West Bank Urban Renewal District can strengthen the economic base of Great Falls while taking advantage of existing sewer and water infrastructure within the urban core. This approach helps to counter urban sprawl and the associated costs in providing public services.

Fostering Private Development

The West Bank Urban Renewal Plan calls for public improvements in the West Bank Urban Renewal District in support of new investment. The role of the private sector will be critical in the redevelopment process. Private investments made in the area will, in turn, provide the City with the necessary financial resources (via Tax Increment Financing and other mechanisms) to develop public infrastructure that will contribute to the overall revitalization of the area.

This Urban Renewal Plan provides the necessary administrative structure to direct community resources to renewal activities within the District. However, it will be the private sector that undertakes specific site planning and development activities on privately owned lands. To achieve a high quality of design, representatives of private property owners, including Cascade County and area developers will work together to prepare a development master plan that will reflect the following underlying principles:

- ✓ Public access to West Bank Park and other riverfront parks will be incorporated into area design schemes.
- ✓ Lighting, street design and other landscaping features will be consistent throughout the District. Unifying architectural features and signage is also encouraged.
- ✓ Development will be phased in accordance with the contaminated soils clean-up schedule, as developed by Cascade County and the Montana Department of Environmental Quality.

Goal: Encourage thoughtful, well designed private development activity.

Strategies:

- Encourage the preparation of a development master plan for the West Bank District by property owners and developers that recognizes the sequential nature of the removal of pollutants from the area.
- Encourage the preparation of a development master plan that addresses the various sub-areas within the Urban Renewal District as follows:
 - The area to the south of the Cascade County Shops (including the area south of Central Avenue
 - The area that includes both the Cascade County Shops and the Montana Specialty Mills (MSM)
 - The area to the north of the Shops and MSM
- Consider the use of protective covenants in addition to existing zoning provisions to assure high quality development within the area
- Facilitate thoughtful project design that focuses on enhancing and protecting the area's natural and scenic resources
- Work with the private sector to identify public infrastructure needs for the area.
- Work with BNSF to determine the feasibility of removing the sidetrack rail serving Montana Specialty Mills to create more privately-owned land for development
- Foster cooperative efforts among public and private entities to achieve the goals of the Urban Renewal Plan
- Work with property owners and developers to identify opportunities to realign Bay Drive to facilitate redevelopment

Working in Partnership with Downtown

The City's plan to undertake the renewal of the West Bank District is part of an overall effort to revitalize the City's urban core and to discourage urban sprawl in general. The redevelopment of the West Bank District will serve to both expand and enhance Great Falls' urban center. The proposed private and public investment in the West Bank District will enable the City's core business area to encompass both sides of the Missouri River, taking full advantage of this important asset.

Goal: Coordinate the West Bank Urban Renewal program with ongoing efforts to revitalize Downtown Great Falls.

Strategies:

- Coordinate planning efforts between the West Bank District and Downtown.

- Identify joint activities, such as the creation of transportation and recreation services that connect Downtown and the West Bank District.

Historic/Cultural Resources

Historically, the west side of the Missouri River in Great Falls was the home of Montana's largest gasoline refinery, built by the Great Falls Sunburst Oil and Refinery Company. The refinery began operations in early 1923 along the 300 and 400 blocks of 3rd Street Northwest and was subsequently purchased by the California Eastern Oil Company in 1927. Cascade County took possession of the property in 1936 after California Eastern failed to pay gasoline license taxes and associated delinquent fees. By 1938, Cascade County had constructed its road and bridge department shops at the site (Great Falls, *Tribune*, December 16, 2001). The West Bank District also included the site of the former Montana Brewing Company complex, built in 1893-94, just north of Central Avenue West, along the Missouri River. In 1933, it became the malt plant for the Great Falls Breweries, Inc., which closed in 1968. The last remnants of the site were removed in July, 2006 to make way for a new 54,000 square foot Federal Courthouse (*Sun River News*, July 11, 2006).

Today, there are 51 parcels in the West Bank Urban Renewal District, including a small number of residences and a variety of retail and service oriented businesses, such as, a veterinary clinic, J Bar T Tavern, and the Cowboy's Bar. Overall, the West Bank District is undergoing a transition from heavy industrial uses to commercial and retail uses, reflective of development that is occurring on adjacent properties, particularly along 3rd Street NW/SW. As this transition continues, it will be important to take stock of the remaining historic properties and to plan carefully for their interpretation, preservation and appropriate integration into area development. For example, the Montana Cowboy's Association is interested in having the Cowboy's Bar and associated museum placed on the National Register of Historic Places. (See Figure 9, below.) Additionally, the Missouri River and Sacagawea Island are important natural, cultural and historic resources that should be included in any area assessments. Other properties may be eligible for listing as well. Most federal and state grant programs require applicants to address potential impacts on properties eligible for listing in the National Register. An inventory of historic resources would help assure more thoughtful development.

Goal: Assess, preserve and interpret historic and cultural resources within the West Bank Urban Renewal District.

Strategies:

- Conduct an inventory of historic and cultural resources within the West Bank Urban Renewal District
- Work with private property owners to preserve historic sites
- Develop a pedestrian oriented interpretive program to include information concerning:
 - Existing sites of historic or cultural interest
 - Former occupants of the area
 - Environmental history of the area
 - History of the River



Figure 9. Cowboy's Bar

Natural Resources

The Missouri River and the associated West Bank Park are the defining features of the West Bank Urban Renewal District. Not only do these resources make the area more attractive for investment and overall community renewal, but they are intrinsic to the quality of life in the City of Great Falls and the surrounding region. They offer scenic and recreational opportunities for both residents and visitors to Great Falls.

The area along the River has undergone a significant transition. As recently as 20 years ago, the current West Bank Park was the site of a construction waste dump. The area was “reclaimed” through a major effort to remove the waste and restore the river front area, providing an important recreation resource for the people of Great Falls. The Park is now part of the city wide park system and a key component of the public corridor along the Missouri River.

The Missouri River Urban Corridor Plan identifies guiding principles and “communicates a vision for economic vitality” associated with the River while, at the same time recognizing “that the River is a vital part of a large ecosystem and that the environmental integrity of the River must be protected.” The following Urban Renewal Plan Goal is taken directly from the *Missouri River Urban Corridor Plan*.

Goal: Promote beneficial, sustainable economic development that utilizes the River as an amenity while preserving and enhancing its ecological integrity and asset values.

Strategies

- Restore, enhance and protect water quality, natural shoreline vegetation and wetlands in association with improvements to West Bank Park and the River’s Edge Trail
- Assure that the environmental health of the River will not be compromised by development
- Work with property owners to develop shoreline protection programs in conjunction with their development activities

Chapter 5. Planning Approach – The Defining Elements

The design and implementation of the West Bank Urban Renewal Plan is being undertaken in a manner that is reflective of sound public policy and thoughtful planning. To this end, a number of “defining” elements have been identified that will characterize the projects and activities undertaken in connection with the revitalization and redevelopment of the West Bank area.

Sub Area Planning – Phased Development

The West Bank Urban Renewal District is likely to be developed in stages. The sequential nature of the removal of contaminants from the area currently occupied by the County Shops and Montana Specialty Mills will dictate, to some extent, which lands are redeveloped first. Given that the removal of contaminants will not be completed for approximately three years, the areas to the north and south of the Third Street Northwest Groundwater Site will likely be developed first. The building of the new Federal Courthouse to the south and the new Walgreens Pharmacy to the north provide examples of likely development patterns. Private development and public infrastructure improvements should be designed in a manner that will allow for phased implementation.

Thoughtful Design

The location of the West Bank Urban Renewal District, adjacent to the Missouri River and West Bank Park, requires that projects are designed in a manner that is sensitive to the area’s natural resources. The River and the Park add value to the lands within the District by providing an aesthetically pleasing environment within which reinvestment can occur. Urban renewal projects should serve to complement these resources rather than create a development pattern that diminishes their value. Thoughtful, well-designed development will, in turn, enhance the natural setting, drawing additional investment.

Intergovernmental Cooperation

The successful implementation of the West Bank Urban Renewal Plan will rely on cooperation between the City of Great Falls, Cascade County and the State of Montana. Cascade County, over the next several years, will be working with the Montana Department of Environmental Quality to address contaminated soils in the central portions of the West Bank Urban Renewal District. Following clean-up, the County will exercise its options regarding redevelopment of its properties. It will be important for Cascade County to be involved with other property owners in the West Bank Urban Renewal District, as well as the City of Great Falls in planning for the District’s redevelopment. The County’s participation in the development master planning

process for the area will be particularly critical. The proximity of the Montana Expo Park with the Renewal District is also a key factor in redevelopment. The Expo Park provides an important area asset that can help contribute to the District's revitalization.

Public Investment

The revitalization of the West Bank Urban Renewal District will require cooperation between the public and private sectors. As noted above, the City of Great Falls intends to invest in public infrastructure improvements in order to foster private investment. Public improvement projects will be undertaken in support of private development and with respect to area master plans developed by area property owners and investors. Funding for public infrastructure improvements will come from a number of sources including, but not limited to Tax Increment Financing (TIF). Specific projects will be undertaken in accordance with the Montana Urban Renewal Law, 7-15-42 and 7-15-43, MCA.

Planning Consistency

Conformity with the Growth Policy

This Urban Renewal Plan must conform to the Great Falls, *Growth Policy*, adopted in 2005, per 7-15-4213, MCA. Where appropriate, specific reference has been made to the *Growth Policy*, particularly in Chapter 4 of this Plan. *On February 27, 2007, the Great Falls City Planning Board reviewed this Urban Renewal Plan and found it to be in conformance with the Growth Policy, per statutory requirements.*

Other Planning Documents

In the preparation of the West Bank Urban Renewal Plan, a variety of other planning documents were consulted to assure that the Urban Renewal Plan would work in concert with other efforts to plan for the future of Great Falls. These included:

- Missouri River Urban Corridor Inventory and Assessment (2002)
- Great Falls Area Transportation Plan (2003)
- Missouri River Urban Corridor Plan (2004)

Chapter 6. Implementation

The West Bank Urban Renewal Plan sets a direction for redevelopment and revitalization of the West Bank Urban Renewal District. Upon its adoption, this Plan will serve as the official policy guide for public action. However, these policies can only be transformed to action through an effective implementation program. Key to implementation will be sound processes of administration, financing and program evaluation.

Administration

The administration of the redevelopment effort outlined in this plan will be the responsibility of the Great Falls City Commission. Under 7-15- 4232, the City Commission may choose to create a separate urban renewal agency or authorize an existing department to implement this Urban Renewal Plan. However, it is the intent of the Commission to retain the responsibility and authority for administering the West Bank Urban Renewal Program. Various city departments will be authorized by the Commission to undertake specific tasks associated with implementation as necessary.

Each year the City of Great Falls, or the authorized department will prepare an annual work program and budget and will list the activities and costs of the activities for the coming fiscal year, as well as the method of financing those activities. This program and budget may be amended during the course of the fiscal year, in light of funding and program changes. All budgets and revised budgets shall be reviewed and approved by the City of Great Falls. Urban renewal activities undertaken by the City of Great Falls will be in accordance with Montana State statute. (See specific provisions below.)

7-15-4233. Powers which may be exercised by urban renewal agency or authorized department. (1) In the event the local governing body makes such determination, such body may authorize the urban renewal agency or department or other officers of the municipality to exercise any of the following urban renewal project powers:

- (a) to formulate and coordinate a workable program as specified in [7-15-4209](#);
- (b) to prepare urban renewal plans;
- (c) to prepare recommended modifications to an urban renewal project plan;
- (d) to undertake and carry out urban renewal projects as required by the local governing body;
- (e) to make and execute contracts as specified in [7-15-4251](#), [7-15-4254](#), [7-15-4255](#), and [7-15-4281](#), with the exception of contracts for the purchase or sale of real or personal property;
- (f) to disseminate blight clearance and urban renewal information;
- (g) to exercise the powers prescribed by [7-15-4255](#), except the power to agree to conditions for federal financial assistance and imposed pursuant to federal law relating to salaries and wages shall be reserved to the local governing body;
- (h) to enter any building or property in any urban renewal area in order to make surveys and appraisals in the manner specified in [7-15-4257](#);
- (i) to improve, clear, or prepare for redevelopment any real or personal property in an urban renewal area;
- (j) to insure real or personal property as provided in [7-15-4258](#);
- (k) to effectuate the plans provided for in [7-15-4254](#);
- (l) to prepare plans for the relocation of families displaced from an urban renewal area and to coordinate public and private agencies in such relocation;
- (m) to prepare plans for carrying out a program of voluntary or compulsory repair and rehabilitation of buildings and improvements;
- (n) to conduct appraisals, title searches, surveys, studies, and other preliminary plans and work necessary to prepare for the undertaking of urban renewal projects;
- (o) to negotiate for the acquisition of land;
- (p) to study the closing, vacating, planning, or replanning of streets, roads, sidewalks, ways, or other places and to make recommendations with respect thereto;
- (q) to organize, coordinate, and direct the administration of the provisions of this part and part 43;
- (r) to perform such duties as the local governing body may direct so as to make the necessary arrangements for the exercise of the powers and performance of the duties and responsibilities entrusted to the local governing body.

(2) Any powers granted in this part or part 43 that are not included in subsection (1) as powers of the urban renewal agency or a department or other officers of a municipality in lieu thereof may only be exercised by the local governing body or other officers, boards, and commissions as provided under existing law.

Program Funding

Tax Increment Financing Provision

The implementation of the West Bank Urban Renewal Plan will include the use of Tax Increment Financing (TIF). Under Section 7-15-4282 of the Montana Urban Renewal Law communities may establish tax increment districts for the purposes of revitalizing blighted neighborhoods and central business districts. Tax increment financing directs new property tax dollars resulting from increases in the market value of real property to the area where the real property is located. The base property tax (before any improvements to real property) continues to be distributed to the local governments and school districts. However, tax dollars that accrue from increases in property values (from rehabilitation, new construction, etc.) are available for urban renewal projects as defined by the Montana Urban Renewal Law. More particularly, costs which may be paid using TIF dollars are included in 7-15-4288, MCA. (See Appendix D.)

A tax increment program is authorized for 15 years or longer if the tax increment revenue is pledged to the payment of tax increment bonds. 7-15-4289, MCA provides for the use of tax increments for bond payments. The tax increment may be pledged to the payment of the principal of premiums, if any, and interest on bonds which the municipality may issue for the purpose of providing funds to pay such costs.

The City of Great Falls will establish a Tax Increment Financing program for the West Bank Urban Renewal District, as defined in Chapter 2 of this Urban Renewal Plan. The base year for the purposes of measuring any incremental value will be January 1, 2007.

Per 7-15-4291, MCA, the City of Great Falls may enter into agreements with the other affected taxing bodies to remit to such taxing bodies any portion of the annual tax increment not currently required for the payment of the costs listed in 7-15-4288, MCA or pledged to the payment of the principal of premiums, if any, and interest on bonds.

Other Financing Mechanisms

There are a number of financial assistance programs that can be used in the revitalization of the West Bank Urban Renewal District in addition to Tax Increment Financing. Financing strategies for addressing urban renewal needs identified in this Plan will likely include combining various funding sources. For example, a local special improvement district might be used in combination with a Montana Board of Investment Intercap loan to match federal or state dollars. The following is a summary of programs available to fund urban renewal projects

Transportation Infrastructure

This section describes funds and funding sources that are available to finance urban renewal transportation related projects. These funding methods, such as local option taxes, improvement districts and other types of bonds, enable local citizens to participate in funding projects. In general, however, the ability to use additional property tax levies to fund urban renewal is governed by Montana Statute under 15-10-402 MCA that limits taxes to 1996 levels.

A. Bridge and Road Mills (Property Taxes)

Montana law provides for cities (7-14-4101, MCA) to manage transportation infrastructure. Counties are specifically responsible for all the bridges in a county, including those within cities and towns, except those managed by the Montana Department of Transportation. Municipalities may establish a city road fund under 7-14-4113 MCA.

B. Transportation Improvement Authority

Established under 7-14-1001, MCA, the purpose of a transportation improvement authority is to blend the interests of local, state, and federal governments with the interests of the general public and the business community to build, modify, or improve transportation facilities and systems within its jurisdiction. A county and a municipality within a county may, by joint resolution, create a transportation improvement authority. The Authority may enter into contracts and accept local, state, federal and private funds to undertake transportation projects.

C. Community Transportation Enhancement Program

Under 23 USC 133 (d) (2) (Federal Code) 10 percent of the Surface Transportation Program monies are awarded to each state for transportation enhancements. Montana is unique in that enhancements are made available to communities under the Community Transportation Enhancement Program (CTEP) administered by the Montana Department of Transportation. The MDT distributes these funds for all counties and cities that are 1st, 2nd, and 3rd class cities, and tribal governments. Local governments are responsible for providing the required 13 percent of project costs as non-federal match for their transportation enhancement projects.

In order to receive funding, transportation enhancement projects must be included in the local Transportation Improvement Program (TIP) and the Statewide Transportation Improvement Program. Eligible CTEP categories include:

- Pedestrian and bicycle facilities
- Historic preservation

- Acquisition of scenic easements and historic or scenic sites
- Archaeological planning and research
- Mitigation of water pollution due to highway runoff or reduce vehicle-caused
- Wildlife mortality while maintaining habitat connectivity
- Scenic or historic highway programs including provisions of tourist and welcome center facilities
- Landscaping and other scenic beautification
- Preservation of abandoned railway corridors (including the conversion and use for bicycle or pedestrian trails)
- Rehabilitation and operation of historic transportation buildings, structures or facilities (including railroads)
- Control and removal of outdoor advertising
- Establishment of transportation museums
- Provisions of safety and educational activities for pedestrians and bicyclists

Projects addressing these categories and that are linked to the transportation system by proximity, function or impact, and where required, meet the "historic" criteria, may be eligible for enhancement funding. For example, where an historic bridge must be replaced because of structural deficiencies, enhancement funds might be used to preserve the original bridge as part of an interpretive trail.

D. State Fuel Tax

Under 15-70-101, MCA, Montana assesses a tax of \$.27 per gallon on gasoline and diesel fuel used for transportation purposes. Each incorporated city and town receives a portion of the total tax funds allocated to cities and towns based on:

- 1) The ratio of the population within each city and town to the total population in all cities and towns in the State;
- 2) The ratio of the street mileage within each city and town to the total street mileage in all incorporated cities and towns in the State. The street mileage is exclusive of the Interstate, National Highway, and Primary Systems.

All fuel tax funds allocated to city governments must be used for the construction, reconstruction, maintenance, and repair of rural roads or city streets and alleys. Priorities for the use of these funds are established by the cities receiving them.

Debt Financing – All Types of Projects

Cities can make use of various kinds of debt financing to fund urban renewal projects. These include general obligation bonds, special improvement district bonds and

revenue bonds as well as Tax Increment Financing Bonds. Debt financing enables local governments to finance major infrastructure projects using future revenue from special assessments, user fees, and other forms of revenue. Under 7-7-4101, MCA, a city or town council has power to incur indebtedness by borrowing money, issuing bonds, issuing notes, entering into leases, entering into lease-purchase agreements, or entering into installment purchase contracts for the following purposes:

- (1) acquiring land for and designing and erecting public buildings;
- (2) acquiring land for and designing and constructing sewers, sewage treatment and disposal plants, waterworks, reservoirs, reservoir sites, and lighting plants;
- (3) supplying the city or town with water by contract and the construction or purchase of canals or ditches and water rights for supplying the city or town with water;
- (4) designing and constructing bridges, docks, wharves, breakwaters, piers, jetties, and moles;
- (5) acquiring, opening, or widening any street and improving the street by constructing, reconstructing, and repairing pavement, gutters, curbs, and vehicle parking strips and to pay all or any portion of the cost relating to the project;
- (6) purchasing or leasing fire apparatus, street and other equipment, and personal property, including without limitation, vehicles, telephone systems, and photocopy and office equipment, including computer hardware and software;
- (7) building, purchasing, designing, constructing, and maintaining devices intended to protect the safety of the public from open ditches carrying irrigation or other water;
- (8) funding outstanding warrants and maturing bonds; and
- (9) repaying tax protests lost by the city, town, or other municipal corporation.

The local government incurs various administrative costs in conjunction with issuing bonds. These costs include the retention of legal counsel and financial consultants, the establishment of reserve funds and the preparation of the prospectus and various required documents. These bonds provide tax-free interest earnings to purchasers and are therefore subject to detailed scrutiny under both state and federal law. The citations in the Montana Code are listed below, for each type of bond described.

A. *Special Improvement Districts*

Under 7-12-4101, MCA, cities and towns can create special improvement districts for a number of activities including:

- The acquisition, construction or reconstruction of public streets and roads
- The acquisition, construction or reconstruction of sidewalks, culverts, bridges, gutters, curbs, steps and parks including the planting of trees

- The construction or reconstruction of sewers, ditches, drains, conduits, and channels for sanitary or drainage purposes, with outlets, cesspools, manholes, catch basins, flush tanks, septic tanks, connecting sewers, ditches, drains, conduits, channels, and other appurtenances
- The construction of sewer and water systems including fire hydrants
- The acquisition and improvement of land to be designated as public park or open-space land
- The conversion of overhead utilities to underground locations in accordance with 69-4-311 through 69-4-314, MCA
- The purchase, installation, maintenance, and management of alternative energy production facilities

B. General Obligation Bonds

General obligation bonds are backed by the full faith and credit of the city and must be approved by the voters in an election. General obligation bonds are generally payable from ad valorem taxes (based on the value of property) and expressed in mills. General obligation bonds are attractive to bond buyers because they have voter approval and are not as vulnerable to fluctuations in revenue. Cities are assigned a bond debt limit based on a percentage of taxable valuation. General obligation bonds must fall within this limit.

C. Revenue Bonds

Under 7-7-4401, MCA, a city or town may issue revenue bonds to finance any project or activity authorized

Railroad Crossing Related Programs

A. STPRP - Rail/Highway Crossing Protective Devices Program

The purpose of the Federal Rail/Highway Crossing – Protective Devices Program is to identify high hazard rail crossing sites and install new rail crossing signals. MDT's Rail - Highway Safety manager is responsible for surveying, identifying and prioritizing those railroad crossings that require new protective devices or upgrading of existing devices. The funds are distributed on a statewide basis determined by a priority list ranked by a hazard index. The Federal/State ratio is 90% Federal and 10% State.

B. STPRR - Rail/Highway Crossing Elimination of Hazard Program

The purpose of the Federal Rail/Highway Crossing – Elimination of Hazard Program is to identify high hazard rail crossing sites and construct new rail/highway grade crossings. The program also uses funds to rehabilitate existing grade separations.

Grade separation projects are funded with 90% Federal funds and 10% State funds. Since funding for this program is limited, STPRR funds are often used in combination with other Federal funding sources to fund costly grade separation projects.

Eligible expenditures include the separation or protection at grade crossings, reconstruction of existing crossings and relocation of highways to eliminate crossings.

Projects for this program are selected by identifying those sites where only a grade separation will eliminate an identified hazard or where an existing grade separation exists but needs rehabilitation or replacement.

Funding for Public Improvements (Sewer, Water, Roads, Community Facilities, Parks)

A. Treasure State Endowment Program ~ Montana Department of Commerce

The Montana Treasure State Endowment Program (TSEP) is a state-funded program, authorized under 90-6-701 through 710, MCA, and is administered by the Montana Department of Commerce (MDOC). It is designed to assist local governments in financing capital improvements to sewer and water facilities. Funds are derived from the Montana coal severance tax and made available to local governments as matching grants, loans and grant/loan combinations. TSEP also provides matching grants of up to \$15,000 to local governments for preliminary engineering study costs.

TSEP funds may not be used for annual operation and maintenance; the purchase of non-permanent furnishings; or for refinancing existing debt, except when required in conjunction with the financing of a new TSEP project. Grant requests cannot exceed \$500,000 and the local government must typically provide a dollar for dollar match that can include other grant funds. Matching funds can be public or private funds provided by a TSEP applicant to directly support the cost of eligible project activities. There are a number of ways in which local governments can provide matching funds for bridge projects. Eligible types of matching funds include:

- local general funds or other cash;
- proceeds from the sale of general obligation, revenue, special assessment or other bonds;
- entitlement or formula-based federal or state funds such as federal highway funds or payments in lieu of taxes;
- loan or grant funds from a state or federal program (including TSEP loans);
- funds expended for engineering studies, reports, and plans, or other reasonable expenses expended for the preparation of the application, directly related to the proposed project during the period 24 months prior to the TSEP application deadline;

- funds expended after the TSEP application deadline, but before being approved by the Legislature, for project management, final engineering design, and other reasonable expenses necessary to prepare the project as proposed in the TSEP application for the construction phase;
- the value of land or materials provided by the applicant, if appraised within a two-year period preceding the application deadline. The appraisal must be:
 - an impartially written statement that adequately describes the land or materials, and states an opinion of defined value as of a specific date;
 - supported by an analysis of relevant market information; and
 - prepared by a qualified appraiser independent from the applicant.
- the value of labor performed by the applicant's employees on the proposed project, after the TSEP project has been approved for funding and a TSEP contract has been signed, as long as the employee is paid at his or her standard hourly rate of pay and the time worked is adequately documented; and
- the value of machinery used in the process of constructing the project that is owned (or leased) and operated by the applicant. The value of the use of the machinery will be determined using the Federal Emergency Management Agency (FEMA) equipment rate schedules.

B. The Montana Intercap Program ~ Montana Board of Investments

The INTERCAP Program is a low cost, variable-rate program that lends money to Montana local governments, state agencies and the university system for the purpose of financing or refinancing the acquisition and installation of equipment or personal and real property and infrastructure improvements. The Board of Investments issues tax-exempt bonds and loans the proceeds to eligible borrowers. In addition to long-term financing, INTERCAP is an excellent source for interim financing.

Funding is always available with no specific cycle. Allocations of \$200,000 and under are considered and approved by the Board of Investments staff. Allocations in excess of \$200,000 are considered and approved by the Board. Funds are released on an on-going basis as the project is completed. The program provides loans at a variable rate plus a one percent loan origination fee on loans over one year and for a term of 5 or 10 years depending on the borrower's legal authority. Short-term loans of less than a year are also available. Interest and principal payments are due bi-annually (February 15 and August 15 of each year). Loans may be pre-paid without penalty with 30 days notice. Types of financing include installment purchase loans, general fund loans, general obligation bonds, revenue bonds and special improvement district and rural improvement district bonds. Gas tax revenues may not be used to service debt. Projects that will use rural improvement district payments to cover the annual debt are

limited to a total loan of \$300,000. Intercap funds may be used in association with other grant and loan programs as well as local sources.

C. Community Development Block Grant (CDBG)- US Department of Urban Development (HUD)

This program provides annual grants on a formula basis to entitled cities and counties to develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low- and moderate-income persons. The program is authorized under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended; [42 U.S.C.-5301 et seq.](#)

HUD awards grants to entitlement community grantees to carry out a wide range of community development activities directed toward revitalizing neighborhoods, economic development, and providing improved community facilities and services.

Entitlement communities develop their own programs and funding priorities. However, grantees must give maximum feasible priority to activities which benefit low- and moderate-income persons. A grantee may also carry out activities which aid in the prevention or elimination of slums or blight. Additionally, grantees may fund activities when the grantee certifies that the activities meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community where other financial resources are not available to meet such needs. CDBG funds may not be used for activities which do not meet these broad national objectives.

Eligible grantees are as follows:

- principal cities of Metropolitan Statistical Areas (MSAs);
- other metropolitan cities with populations of at least 50,000; and
- qualified urban counties with populations of at least 200,000 (excluding the population of entitled cities) are entitled to receive annual grants.

HUD determines the amount of each entitlement grant by a statutory dual formula which uses several objective measures of community needs, including the extent of poverty, population, housing overcrowding, age of housing and population growth lag in relationship to other metropolitan areas. CDBG funds may be used for activities which include, but are not limited to:

- acquisition of real property;
- relocation and demolition;
- rehabilitation of residential and non-residential structures;
- construction of public facilities and improvements, such as water and sewer facilities, streets, neighborhood centers, and the conversion of school buildings for eligible purposes;
- public services, within certain limits;
- activities relating to energy conservation and renewable energy resources; and
- provision of assistance to profit-motivated businesses to carry out economic development and job creation/retention activities.

D. Public Works Program ~ Economic Development Administration

The Economic Development Administration (EDA) is an agency within the U.S. Department of Commerce. The purpose of the Public Works Program is to assist communities with the funding of public works and development facilities that contribute to the creation or retention of private sector jobs and to the alleviation of unemployment and underemployment. Such assistance is designed to help communities achieve lasting improvement by stabilizing and diversifying local economies, and improving local living conditions and the economic environment of the area.

Grants are awarded up to a participation level of 80 percent but the average EDA grant covers approximately 50 percent of project costs. Acceptable sources of match include cash, local general obligation or revenue bonds; Community Development Block Grants, TSEP grants and loans, entitlement funds, Rural Development loans; and other public and private financing, including donations.

Projects must result in private sector job and business development in order to be considered for funding. Eligible applicants under this program include any state, or political subdivision thereof, Indian tribe (and other U.S. political entities), private or public nonprofit organization or association representing any redevelopment area if the project is within an EDA-designated redevelopment area. Redevelopment areas, other than those designated under the Public Works Impact Program must have a current EDA-approved Overall Economic Development Program (OEDP) in place.

E. Water, Wastewater and Solid Waste Action Coordinating Team

In 1982, a group of professionals from state, federal, and non-profit organizations that finance, regulate, or provide technical assistance for community water and wastewater systems, decided to start meeting in order to coordinate and enhance their efforts. This group calls itself the "Water, Wastewater and Solid Waste Action Coordinating Team"

or W2ASACT for short. W2ASACT meets several times a year to find ways to improve our state's environmental infrastructure. All of the programs represented in W2ASACT have different missions and meet unique needs. However, it has been the common elements shared by the funding programs that have been the driving force of W2 SACT. These programs provide money (grants or loans), take applications from communities to fund their projects, and administer those monies once the project is funded. While W2ASACT cannot change all of the state or federal requirements, it can identify unnecessary duplication of requirements that make compliance difficult for communities.

Voluntary Programs

In some cases, homeowner associations, business groups or other property owners may finance urban renewal projects voluntary basis.

West Bank Urban Renewal Program Evaluation

The West Bank Urban Renewal Plan will be evaluated on a yearly basis in conjunction with the preparation of the annual report. Measures that may be used in evaluating program success include:

- Increases in the property tax base
- Creation of jobs within the Urban Renewal District
- Elimination of blighted conditions
- The extent of redevelopment in previously contaminated areas
- Use of the public spaces within the District including the West Bank Park and the riverfront trail system

Success will also be measured in terms of the overall guiding principles noted in Chapter 1 of this plan and restated here:

- The plan for the West Bank Urban Renewal District should foster economic development and job creation.
- The improvement of the overall environmental quality of the West Bank Urban Renewal District is critical.
- Protection and enhancement of West Bank Park and the Missouri River, which form the eastern boundary of the District are key in the redevelopment of the West Bank Urban Renewal District.

The plan provides flexibility to accommodate a variety of approaches. However, changes over time may necessitate more formal amendments to the Urban Renewal Plan. The Urban Renewal Plan may be modified by ordinance under 7-15-4221, MCA.



Figure 10. Urban Renewal Area from the north

APPENDIX A. RESOLUTION OF BLIGHT

RESOLUTION 9626

A RESOLUTION DECLARING A BLIGHTED AREA EXISTS WITHIN THE CITY OF GREAT FALLS, MONTANA AND THAT THE REDEVELOPMENT OF THAT AREA IS NECESSARY IN THE INTEREST OF PUBLIC HEALTH, SAFETY, AND WELFARE OF THE RESIDENTS OF GREAT FALLS AND TO DETERMINE THE BOUNDARIES OF THAT AREA

WHEREAS, the State of Montana has provided for the redevelopment of those portions of its cities which constitute a menace to public health and safety, constitute an economic and social liability and substantially impair the sound growth of a municipality; and,

WHEREAS, the procedure provided in Title 7, Chapter 15, Parts 42 and 43 of the Montana Codes Annotated authorizes municipalities to exercise statutory urban renewal powers for redevelopment and rehabilitation through urban renewal plans and projects, after the municipality has made a finding that a blighted area exists that substantially impairs or arrests the sound growth of the city or its environs; retards the provision of housing accommodations; constitutes an economic or social liability and/or is detrimental or constitutes a menace to the public health, safety, welfare, and morals in its present condition and use; and,

WHEREAS, on November 8, 2006, the City Commission directed the study to determine the existence of blight within the urban area; and,

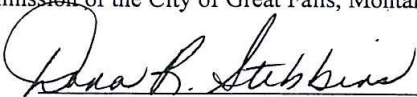
WHEREAS, the City of Great Falls has conducted the study (attached as Exhibit "A" to this Resolution) to determine the existence of blight in an area known as the West Bank and generally described as bounded on the West by 3rd Street NW/SW, on the East by the center line of the Missouri River, on the North by a point just north of 14th Avenue NW and on the South by a point just south of 5th Avenue SW and excludes any unincorporated property, as of October 2006, and in particular found:


1. Physical deterioration of buildings and properties
 - o Many of the structures in the defined area are in poor repair and properties are poorly maintained. Building permit information indicates that the majority of existing structures have not been substantially improved for at least twenty years.
2. Inappropriate or mixed uses of land or buildings
 - o The presence of existing heavy industrial uses within the defined area is incompatible with retail, commercial, residential and parkland development. This land use conflict has proven to be a disincentive to the improvement of properties within the area by private enterprise.
3. Defective street layout
 - o Much of the area is without streets, sidewalks, curbs, or gutters resulting in poor traffic circulation and storm drainage problems.
4. Unsanitary and unsafe conditions
 - o Portions of the defined area are included in the list of priority sites maintained by the Montana Department of Environmental Quality under the Comprehensive Environmental Cleanup and Responsibility Act (CECRA) and are designated a Brownfield site as defined by the U.S. Environmental Protection Agency. Contamination on the site is associated with historic industrial activity and has affected both the soil and groundwater and threatens to contaminate the Missouri River.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA;

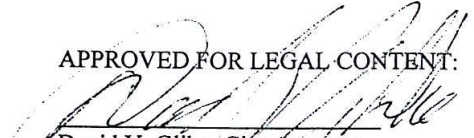
That the City Commission finds that blight exists within the City of Great Falls in the area described in Exhibit "A" of this Resolution under the definition contained in Section 7-15-4206 (2), M.C.A. and that rehabilitation and redevelopment of such area (pursuant to the Montana Urban Renewal Law) is necessary and desirable in the interest of the public health, safety, and welfare of the residents of the City of Great Falls and that this rehabilitation and redevelopment be made with a commitment to quality improvement and a commitment to property owner and community involvement in decision making.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on this 5th day of December, 2006.


Dona R. Stebbins, Mayor

ATTEST:

Peggy J. Bourne, City Clerk

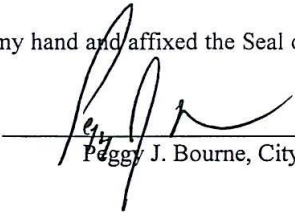
(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

David V. Gliko, City Attorney

State of Montana)
County of Cascade :ss
City of Great Falls)

I, Peggy J. Bourne, City Clerk of the City of Great Falls, Montana, do hereby certify that the foregoing Resolution 9626 was placed on its final passage by the Commission of the City of Great Falls, Montana, at a meeting thereof held on the 5th Day of December, 2006, wherein it was approved by said Commission.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said City this 5th day of December, 2006.

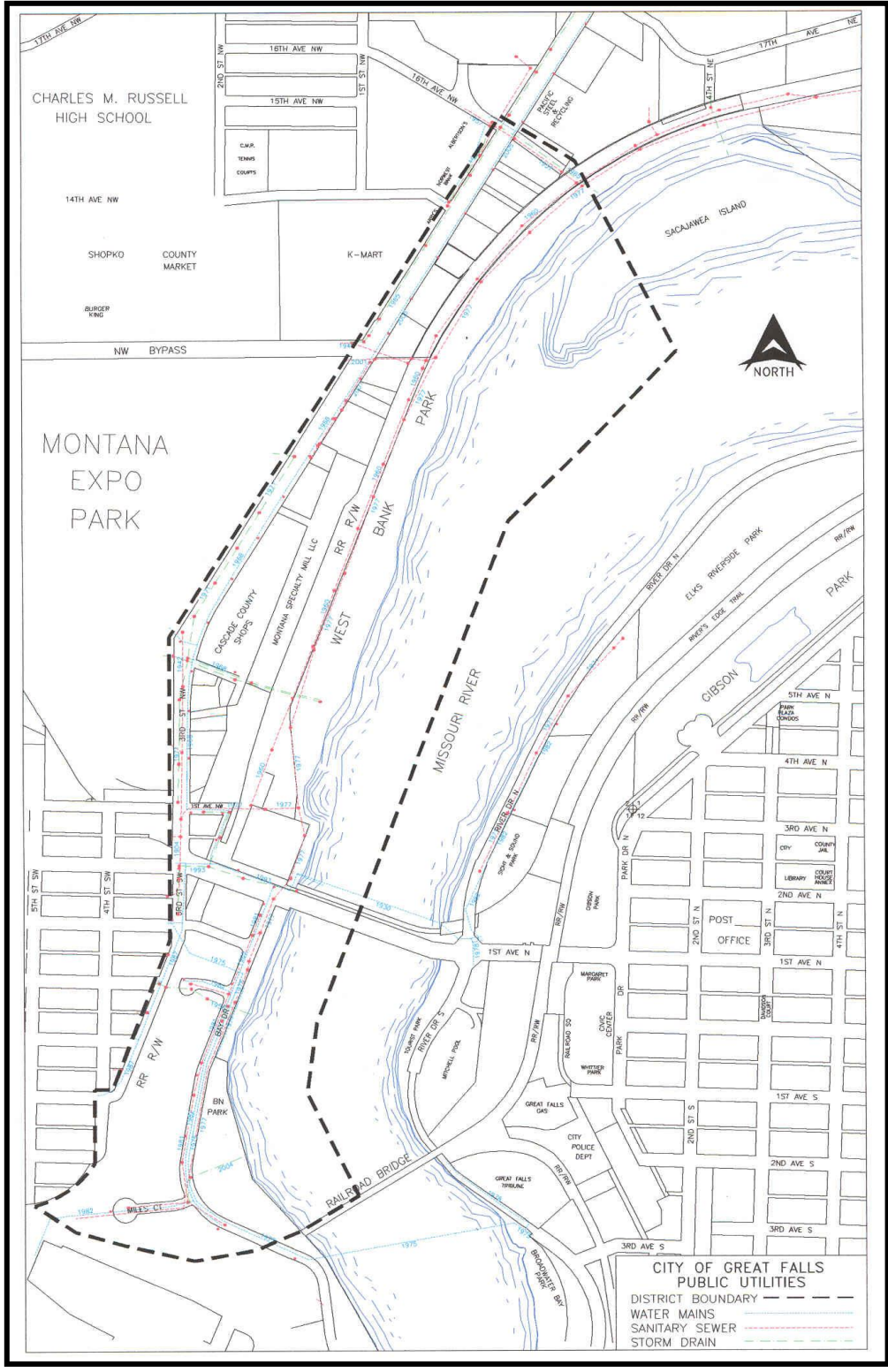

Peggy J. Bourne, City Clerk

(SEAL OF CITY)

APPENDIX B – WEST BANK URBAN RENEWAL DISTRICT PARCEL DATA

OWNER OF RECORD	BUSINESS NAME/OCCUPANCY	STREET
GRH GLENWOOD LLC ETAL	WALGREENS (under construction)	3RD ST NW
CITY OF GREAT FALLS	SACAJAWIA ISLAND	
GRH GLENWOOD LLC ETAL	WALGREENS (under construction)	
GRH GLENWOOD LLC ETAL	WALGREENS (under construction)	3RD ST NW
ROGERS JEWELERS INC ETAL	ROGERS JEWELERS	3RD ST NW
BYPASS PROPERTY LLC (Outside City Limits)	BREEN OIL COMPANY	3RD ST NW
HENDERSON MICHAEL S & WILLIAM L	JOHNSON DISTRIBUTING	3RD ST NW
HENDERSON MICHAEL S & WILLIAM L		3RD ST NW
HENDERSON MICHAEL S ETAL		3RD ST NW
HENDERSON MICHAEL S ETAL		3RD ST NW
HILL RUSSELL & CATHERINE B		3RD ST NW
STOCKMAN BANK OF MONTANA	STOCKMAN BANK OF MONTANA	3RD ST NW
KRALICH JOANNE		
MONTANA SPECIALTY MILLS LLC	MONTANA SPECIALTY MILLS LLC	3RD ST NW
JOHNSON MOLLIE L ETAL	J BAR T INC	3RD ST NW
CASCADE COUNTY	CASCADE COUNTY SHOP COMPLEX	3RD ST NW
MONTANA COWBOYS ASSOCIATION INC	COWBOY'S BAR	3RD ST NW
MONTANA COWBOYS ASSN INC	COWBOY'S BAR	3RD ST NW
MONTANA COWBOYS ASSOCIATION	COWBOY'S BAR	4TH AVE NW
TALCOTT JAMES CONSTRUCTION INC		1ST AVE NW
FALLCAMP LLC		3RD ST NW
MITCHELL DEVELOPMENT & INVESTMENTS LLC		CENTRAL AVE W
FALLCAMP LLC		
FALLCAMP LLC		3RD ST NW
TALCOTT PROPERTIES LLC		3RD ST NW
TALCOTT JAMES CONSTRUCTION CO		
BURLINGTON NORTHERN SANTA FE RAILROAD CO	RIGHT OF WAY	BAY DR
CITY OF GREAT FALLS (West Bank Park - South End)	WEST BANK PARK	PARK-WEST BANK
SCHUMAN HENRY & ALICE		3RD ST NW
HIGH PLAINS PIZZA INC		3RD ST NW
MYHRE ADVERTISING		CENTRAL AVE W
MONTANA DEPT OF TRANSPORTATION	RIGHT OF WAY	
BUMBARGER FRED & PATRICIA S	PAYLESS FURNITURE	CENTRAL AVE W
HOLMAN GRAIN (Brick Building)		BAY DR
JORGENSEN ROBERT F JR		2ND AVE SW
HOLMAN GRAIN COMPANY		
HOLMAN GRAIN COMPANY		BAY DR
OXSNESS BERT		2ND AVE SW
BN LEASING CORPORATION		
ROBERTSON ENTERPRISES LLC		BAY DR
MARTIN JOHN L		2ND AVE SW
CITY OF GREAT FALLS (BN Park)	BN PARK	PARK-GARDEN HOME
BN LEASING CORPORATION		BAY DR
BURLINGTON NORTHERN SANTA FE RAILROAD CO		
MONTANA ELECTRIC COOPERATIVES ASSO ETAL	MONTANA ELECTRIC COOPERATIVES ASSOC.	BAY DR
BURLINGTON NORTHERN SANTA FE RAILROAD CO		BAY DR
BN LEASING CORPORATION		
BN LEASING CORPORATION		MILES CT
BN LEASING CORPORATION		
BN LEASING CORPORATION		
BN LEASING CORPORATION		
CITY OF GREAT FALLS (West Bank Park - North End)	WEST BANK PARK	

APPENDIX C. PUBLIC UTILITIES IN THE WEST BANK URBAN RENEWAL DISTRICT



APPENDIX D

ALLOWABLE USES OF TAX INCREMENT FUNDS

(Note: This is under revision by the 2007 Montana Legislature)

7-15-4288. Costs that may be paid by tax increment financing. The tax increments may be used by the municipality to pay the following costs of or incurred in connection with an urban renewal project, industrial infrastructure development project, technology infrastructure development project, or aerospace transportation and technology infrastructure development project:

- (1) land acquisition;
- (2) demolition and removal of structures;
- (3) relocation of occupants;
- (4) the acquisition, construction, and improvement of infrastructure, industrial infrastructure, technology infrastructure, or aerospace transportation and technology infrastructure that includes streets, roads, curbs, gutters, sidewalks, pedestrian malls, alleys, parking lots and offstreet parking facilities, sewers, sewer lines, sewage treatment facilities, storm sewers, waterlines, waterways, water treatment facilities, natural gas lines, electrical lines, telecommunications lines, rail lines, rail spurs, bridges, spaceports for reusable launch vehicles with associated runways and launch, recovery, fuel manufacturing, and cargo holding facilities, publicly owned buildings, and any public improvements authorized by parts 41 through 45 of chapter 12, parts 42 and 43 of chapter 13, and part 47 of chapter 14 and items of personal property to be used in connection with improvements for which the foregoing costs may be incurred;
- (5) costs incurred in connection with the redevelopment activities allowed under [7-15-4233](#);
- (6) acquisition of infrastructure-deficient areas or portions of areas;
- (7) administrative costs associated with the management of the urban renewal area, industrial district, technology district, or aerospace transportation and technology district;
- (8) assemblage of land for development or redevelopment by private enterprise or public agencies, including sale, initial leasing, or retention by the municipality itself at its fair value;
- (9) the compilation and analysis of pertinent information required to adequately determine the infrastructure needs of secondary, value-adding industries in the industrial district, the needs of a technology infrastructure development project in the technology district, or the needs of an aerospace transportation and technology infrastructure development project in the aerospace transportation and technology district;
- (10) the connection of the urban renewal area, industrial district, technology district, or aerospace transportation and technology district to existing infrastructure outside the district;
- (11) the provision of direct assistance, through industrial infrastructure development projects, technology development projects, or aerospace transportation and technology infrastructure development projects, to secondary, value-adding industries to assist in meeting their infrastructure and land needs within the district; and
- (12) the acquisition, construction, or improvement of facilities or equipment for reducing, preventing, abating, or eliminating pollution.



Commission Meeting Date: September 21, 2021

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Resolution 10433, Resolution relating to \$10,000,000 Special Park District Bonds, Series 2021 (Taxable); Authorizing the sale and prescribing the forms and terms thereof and the security therefor

From: Melissa Kinzler, Finance Director

Initiated By: Financing of match for the design, construction, and furnishing of a recreation and aquatic facility

Presented By: Melissa Kinzler, Finance Director

Action Requested: City Commission adopt Resolution

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (adopt/deny) Resolution 10433.”

2. Mayor requests a second to the motion, public comment, Commission discussion, and calls for the vote.

Staff Recommendation: Staff recommends adopting Resolution 10433.

Summary: Resolution 10433 determines the form and details, authorizing the sale and delivery for the debt for the design, construction, and furnishing of a recreation and aquatic facility.

Background: At the June 16, 2020 work session, Staff presented to the City Commission on the submission of a proposal that would allow the City to receive matching funds from the Office of Economic Adjustment for a \$20,000,000 indoor recreation and aquatic facility. The City would receive \$10,000,000 toward the recreation and aquatic facility. The City Commission was informed at that meeting that the City would hear back on the proposal in August and would need to submit the grant application in a short timeframe, if successful. The City was short-listed and submitted the grant application on August 26, 2020. At the September 15, 2020 City Commission meeting the City Commission authorized the City Manager to accept the DCIP grant if awarded, in the amount of \$10,000,000 as a match for the new Aim High/Big Sky Recreation Facility. The City received notification on September 18, 2020 that the grant was awarded. On October 6, 2020, Resolution 10371 was adopted by the City Commission allowing the reimbursement by bond proceeds for costs that have occurred prior to the bond issuance.

Ordinance 3228 was the next step in issuing the revenue bonds to cover the \$10,000,000 match for the new Aim High/Big Sky Recreation Facility. The ordinance established authority to levy assessments to pay costs of the City of Great Falls Park District Number 1 including revenue bonds for the design,

construction, and furnishing of a recreation and aquatic facility. Ordinance 3228 was adopted on second reading on May 4, 2021.

Resolution 10406, established the terms, conditions and documentation for a private, negotiated sale of up to \$10,000,000 in Special Park District Bonds to D.A. Davidson & Company.

The City Manager and Finance Director along with Dorsey & Whitney, LLP, the City's bond counsel, worked to establish the appropriate terms, conditions, and documentation for the sale of the Bonds. The purchase price, redemption features, and interest rate on the Bonds were subject to the following conditions and limitations:

- (1) the aggregate principal amount of the Series 2021 Bonds shall not exceed \$10,000,000.
- (2) the maximum true interest cost on the Series 2021 Bonds shall not exceed 4.00%
- (3) the purchase price of the Series 2021 Bonds shall not be less than 99.4% of the principal amount thereof, exclusive of original issue premium or discount; and
- (4) the final maturity of the Series 2021 Bonds shall not be later than 17 years from their date of issuance.

Resolution 10433 determines the form and details, authorizing the sale and delivery for the payment for a private, negotiated sale of \$10,000,000 City of Great Falls, Montana, Special Park District Bonds, Series 2021 Taxable. The True Interest Cost of the bonds are 2.21%, which is well below the 4% set forth in Resolution 10406.

Fiscal Impact: The fiscal impact of issuing \$10,000,000 of revenue bonds is below the estimated average debt service of \$722,753 to \$729,107 projected earlier. The range of annual debt service will be from \$700,385 to \$704,874 per year paid by the Park District. This leaves approximately \$800,000 available on an annual basis for other Park District projects. All bond proceeds will be deposited into the construction account to maximize bonding capacity towards construction. The cost of issuing the bonds (\$159,700) will be paid from the City's undesignated General Fund balance or other available recreation funds and not from the Park District.

The bonds are taxable bonds due to the extensive control over the facility pursuant to the Office of Economic Adjustments terms and conditions. This level of control results in private business such that bond counsel could not give a legal opinion that the bonds would be tax-exempt. The burden of tax-exempt bonds would also limit the City's ability to use the recreation and aquatic facility in a myriad of ways. Tax-exempt bonds would limit private events, naming rights with respect to donations, hiring third parties to manage the facility, concessions, and swimming lessons run by third parties, etc.

Alternatives: If this resolution is not accepted, the new recreation and aquatic facility would not be built. The financing of the match for the facility could not go forward.

Concurrences: The Park & Recreation Department, Planning Department, Legal Department, City Manager's Office and Finance Department, with Dorsey and Whitney, LLP have worked together on this resolution.

Attachments/Exhibits: Resolution 10433

CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of City of Great Falls, Montana (the "City"), hereby certify that the attached resolution is a true copy of Resolution No. 10433, entitled: "RESOLUTION RELATING TO \$10,000,000 SPECIAL PARK DISTRICT BONDS, SERIES 2021 (TAXABLE); AUTHORIZING THE SALE AND PRESCRIBING THE FORMS AND TERMS THEREOF AND THE SECURITY THEREFOR" (the "Resolution"), on file in the original records of the City in my legal custody; that the Resolution was duly adopted by the City Commission of the City at a regular meeting on September 21, 2021, and that the meeting was duly held by the City Commission and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.

I further certify that, upon vote being taken on the Resolution at said meeting, the following Commissioners voted in favor thereof: _____; voted against the same: _____; abstained from voting thereon: _____; or were absent: _____.

WITNESS my hand officially this 21st day of September, 2021.

(SEAL)

City Clerk

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I DEFINITIONS, RULES OF CONSTRUCTION AND APPENDICES	1
Section 1.1. Definitions.....	1
Section 1.2. Rules of Construction	4
Section 1.3. Authorization; the Park District and the 2021 Project	4
Section 1.4. Authorization and Sale of Series 2021 Bonds	5
Section 1.5. Application of Proceeds of Series 2021 Bonds.....	5
Section 1.6. Findings.....	6
ARTICLE II THE BONDS.....	6
Section 2.1. General Title	6
Section 2.2. General Limitations; Issuable in Series	6
Section 2.3. Terms of Particular Series.....	6
Section 2.4. Form and Denominations of Particular Series	7
Section 2.5. Execution and Delivery.....	7
Section 2.6. Priority of Payments	7
ARTICLE III THE SERIES 2021 BONDS	7
Section 3.1. Term of Series 2021 Bonds.....	7
Section 3.2. Registered Form, Interest Payment Dates.....	8
Section 3.3. Dated Date	8
Section 3.4. Registration	8
Section 3.5. Appointment of Initial Registrar	10
Section 3.6. Optional Redemption	10
Section 3.7. Execution and Delivery.....	11
Section 3.8. Securities Depository for the Series 2021 Bonds	11
Section 3.9. Form of Series 2021 Bonds.....	13
ARTICLE IV ADDITIONAL BONDS AND OTHER OBLIGATIONS	13
Section 4.1. Additional Bonds	13
Section 4.2. Grant Anticipation Notes; Bond Anticipation Notes	13
ARTICLE V PARK MAINTENANCE DISTRICT FUND.....	14
Section 5.1. Bond Proceeds and Revenues Pledged and Appropriated	14
Section 5.2. Construction Account	14
Section 5.3. Revenue Bond Account	15
Section 5.5. Note Account	16
Section 5.6. Rebate Account.....	16
Section 5.7. Prohibition on Transfer.....	16

Section 5.8. Deposit and Investment of Funds16

ARTICLE VI CONTINUING DISCLOSURE.....17

ARTICLE VII COVENANTS OF CITY17

 Section 7.1. Punctual Payment.....17

 Section 7.2. Against Encumbrances.....17

 Section 7.3. Books and Accounts; Financial Statements17

 Section 7.4. Further Assurances.....17

 Section 7.5. Dissolution; Alteration of District Boundaries18

 Section 7.6. Levy of Assessments.....18

ARTICLE VIII SUPPLEMENTAL RESOLUTIONS18

 Section 8.1. General18

 Section 8.2. Consent of Owners.....18

 Section 8.3. Notice.....19

 Section 8.4. Manner of Consent.....19

ARTICLE IX REMEDIES19

ARTICLE X DEFEASANCE.....20

 Section 10.1. General20

 Section 10.2. Maturity.....20

 Section 10.3. Redemption20

 Section 10.4. Escrow.....20

ARTICLE XI MISCELLANEOUS21

 Section 11.1. Certification of Proceedings21

 Section 11.2. Repeals and Effective Date.....21

EXHIBIT A—Form of Series 2021A Bond A-1

EXHIBIT B—Form of Continuing Disclosure Undertaking.....B-1

RESOLUTION NO. 10433

RESOLUTION RELATING TO \$10,000,000 SPECIAL PARK DISTRICT BONDS, SERIES 2021 (TAXABLE); AUTHORIZING THE SALE AND PRESCRIBING THE FORMS AND TERMS THEREOF AND THE SECURITY THEREFOR

BE IT RESOLVED by the City Commission (the “Commission”) of City of Great Falls, Montana (the “City”), as follows:

ARTICLE I

DEFINITIONS, RULES OF CONSTRUCTION AND APPENDICES

Section 1.1. Definitions. The terms defined in this Section 1.01 shall for all purposes of this Resolution have the meanings herein specified, unless the context clearly otherwise requires

Additional Bonds means any Bonds issued pursuant to Section 4.1 of this Resolution.

Bond Counsel means any firm of nationally recognized bond counsel experienced in matters relating to tax-exempt financing, selected by the City.

Bond Register means the register maintained for the purpose of registering the ownership, transfer and exchange of the Bonds of any series.

Bonds means the Series 2021 Bonds and any Additional Bonds.

Business Day means, with respect to the Bonds of any series, any day other than a Saturday, Sunday or other day on which the Registrar for such series of Bonds is not open for business.

City means the City of Great Falls, Montana, or any permitted successor or assign.

Commission means the City Commission of the City or any successor governing body thereof.

Construction Account means the account so designated within the Park Maintenance District Fund established pursuant to Sections 5.1 and 5.2.

Defeasance Obligations means obligations for payment of the principal of and interest on which the United States has pledged its full faith and credit, or money market funds invested in such obligations, and which are not subject to redemption or prepayment other than at the option of the holder thereof.

Fiscal Year means the period commencing on the first day of July of any year and ending on the last day of June of the next calendar year, or any other twelve-month period authorized by law and specified by this Commission as the City’s Fiscal Year.

Interest Payment Date means the Stated Maturity of an installment of interest on any of the Bonds.

Ordinance means Ordinance No. 3228, adopted by the Commission on May 4, 2021, enacting the assessments levied against assessable lots and parcels within the Park District as revenues of the Park District.

Original Purchaser means, with respect to any series of Bonds, the Person who purchases such series of Bonds from the City when first issued. The Original Purchaser of the Series 2021 Bonds is D.A. Davidson & Co., of Great Falls, Montana.

Outstanding means, with reference to Bonds, as of the date of determination, all Bonds theretofore issued and delivered under this Resolution except:

- 1. Bonds theretofore cancelled by the City or delivered to the City cancelled or for cancellation;
- 2. Bonds and portions of Bonds for whose payment or redemption money or Defeasance Obligations (as provided in Section 10.4) shall have been theretofore deposited in trust for the Owners of such Bonds; provided, however, that if such Bonds are to be redeemed, notice of such redemption shall have been duly given pursuant to this Resolution or irrevocable instructions to call such Bonds for redemption at a stated Redemption Date shall have been given by the City; and
- 3. Bonds in exchange for or in lieu of which other Bonds shall have been issued and delivered pursuant to this Resolution;

provided, however, that in determining whether the Owners of the requisite principal amount of Outstanding Bonds have given any request, demand, authorization, direction, notice, consent or waiver hereunder, Bonds owned by the City shall be disregarded and deemed not to be Outstanding.

Owner means, with respect to any Bond, the Person in whose name such Bond is registered in the Bond Register.

Park District means the City of Great Falls Park District No. 1 established as a special district within the City in accordance with the Special District Act and pursuant to Resolution No. 10238, adopted by the Commission on June 5, 2018 following approval by the electors of the City at an election held on May 8, 2018.

Park Maintenance District Fund means the Park Maintenance District Fund established pursuant to Section 5.1.

Person means any individual, corporation, partnership, joint venture, limited liability company, limited liability partnership, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

Project means the 2021 Project and any other services or improvements undertaken in or for the benefit of the Park District, the costs of which are to be paid, in whole or in part, from the proceeds of Bonds.

Rebate Account means the account within the Park Maintenance District Fund to be established pursuant to Sections 5.1 and 5.7.

Redemption Date means, with respect to any Bond to be redeemed, the date on which it is to be redeemed.

Redemption Price means, with respect to any Bond to be redeemed, the price at which it is to be redeemed.

Registrar means the Person, if any, appointed by the City to act as bond registrar, transfer agent and paying agent for a series of Bonds. With respect to the Series 2021 Bonds, the Registrar shall be appointed as set forth in Section 3.5.

Resolution means this resolution as originally adopted or as it may from time to time be amended or supplemented pursuant to the applicable provisions hereof.

Revenues means those revenues derived from payment of the assessments levied against all assessable lots and parcels in the Park District in each Fiscal Year, as authorized and described in the Ordinance.

Revenue Bond Account means the account within the Park Maintenance District Fund established pursuant to Sections 5.1 and 5.3.

Revenue Bond Act means Montana Code Annotated, Title 7, Chapter 7, Parts 44 and 45, as amended.

Series 2021 Bonds means the City’s Special Park District Bonds, Series 2021, issued in the original aggregate principal amount of \$10,000,000.

Services and Improvements Account means the account within the Park Maintenance District Fund established pursuant to Sections 5.1 and 5.4.

Sinking Fund Payment Date means a date set forth in any applicable provision of this Resolution or a Supplemental Resolution for the making of a mandatory principal payment for the redemption of a Term Bond.

Special District Act means Montana Code Annotated, Title 7, Chapter 11, Part 10, as amended.

State means the State of Montana.

Stated Maturity when used with respect to any Bond or any installment of interest thereon means the date specified in such Bond as the fixed date on which principal of such Bond or such installment of interest is due and payable.

Supplemental Resolution means any resolution supplemental to this Resolution adopted pursuant to Article VIII.

Surplus Revenues means Revenues remaining after the required deposits to the Revenue Bond Account described in Section 5.3.

2021 Project has the meaning given such term in Section 1.3.

Term Bond means any Bond for the payment of the principal of which mandatory payments are required by this Resolution or Supplemental Resolution to be made at times and in amounts sufficient to redeem all or a portion of such Bond prior to its Stated Maturity.

Section 1.2. Rules of Construction.

(a) All references in this Resolution to designated sections and other subdivisions are to the designated sections and other subdivisions of this Resolution as originally adopted.

(b) The words “herein,” “hereof” and “hereunder” and other words of similar import without reference to any particular section or subdivision refer to this Resolution as a whole and not to any particular section or other subdivision unless the context clearly indicates otherwise.

(c) The terms defined in this Resolution include the plural as well as the singular.

(d) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles applicable to governmental entities.

(e) All computations provided herein shall be made in accordance with generally accepted accounting principles applicable to governmental entities consistently applied.

(f) “Or” is not intended to be exclusive, but is intended to contemplate or encompass one or more or all of the terms or alternatives conjoined.

Section 1.3. Authorization; the Park District and the 2021 Project. Pursuant to the Special District Act, local governments are authorized to create special districts whenever the public convenience and necessity may require. Under the Special District Act, a “special district” may be authorized by law to perform a single function or a limited number of functions, including but not limited to park districts. The Special District Act further authorizes the entity administering a special district to, among other things, implement a program and order improvements designed to fulfill the purposes of the special district, and to borrow money by the issuance of general obligation bonds or revenue bonds for the lease, purchase, and maintenance of land, facilities and buildings and the funding of projects. The governing body of a local government creating a special district is required by the Special District Act to make assessments

or impose fees for the costs of the special district, and to levy such assessments against the benefited lots or parcels of land within the special district.

Pursuant to the Act and the approval of the majority of the City's electors at an election held on May 8, 2018, by Resolution No. 10238, adopted by the Commission on June 5, 2018, the City created the City of Great Falls Park District Number 1 (the "Park District") as a special district under the Act for the purpose of providing certain services and improvements with respect to City parks and recreational facilities.

In furtherance of the Park District's purposes, the City has determined to undertake the design, construction, equipping and furnishing of a 50,000 square foot recreation center, including a lap pool, a recreational/training pool, general open fitness areas, an indoor gym space, a child watch area, classrooms and ancillary support facilities (collectively, the "2021 Project"). The City has been awarded \$10,000,000 in federal grant funds to pay a portion of the costs of the 2021 Project.

In addition, the City is authorized, pursuant to the Special District Act and the Revenue Bond Act, to issue revenue bonds in one or more series under the Revenue Bond Act to finance and refinance all or a portion of the costs of improvements to the Park District.

Pursuant to Section 7-11-1024 of the Special District Act and the Ordinance, the City shall make assessments for the costs and expenses of the Park District based upon a budget determined by the Commission. The Commission will include in the budget for each Fiscal Year an amount necessary to pay debt service on any outstanding Bonds and to pay any other costs of the Park District as may be necessary or desirable. The Revenues derived from the payment of assessments levied in the Park District will be collected by the City in amounts sufficient for the Park District to be "self-supporting" under Section 7-7-4424 of the Revenue Bond Act.

Section 1.4. Authorization and Sale of Series 2021 Bonds. Pursuant to Resolution No. 10406, adopted by the Commission on May 4, 2021, this Commission authorized the private, negotiated sale of the Series 2021 Bonds to D.A. Davidson & Co., as the Original Purchaser thereof. Pursuant to such authorization, the City and the Original Purchaser have entered into a bond purchase agreement, dated as of September 9, 2021 (the "Bond Purchase Agreement"), setting forth the agreement of the City to sell and the Original Purchaser to purchase the Series 2021 Bonds at a price of \$9,940,000.00 (representing the principal amount of the Series 2021 Bonds (\$10,000,000.00), less underwriter's discount of \$60,000.00), the Series 2021 Bonds to mature on the dates, bear interest at the rates and otherwise conform to the terms of the Bond Purchase Agreement. The sale of the Bonds to the Original Purchaser pursuant to the terms and conditions of the Bond Purchase Agreement is hereby ratified and confirmed. It is now desirable, proper and in the best interest of the City that the form and details of the Series 2021 Bonds be set forth and prescribed in the official proceedings of this Commission.

Section 1.5. Application of Proceeds of Series 2021 Bonds. The City shall deposit the proceeds of the sale of the Series 2021 Bonds in the Construction Account to be used to pay costs of the 2021 Project. The City will pay costs of issuance of the Series 2021 Bonds from Revenues it has on hand and available therefor.

Section 1.6. Findings. All acts, conditions and things required by the Constitution and laws of the State to be done, to exist, to happen and to be performed prior to the issuance of the Series 2021 Bonds have been done, do exist, have happened and have been performed in due time, form and manner, wherefore it is now necessary and desirable for this Commission to establish the form and terms of the Series 2021 Bonds to provide for the security thereof and to issue the Series 2021 Bonds forthwith.

ARTICLE II
THE BONDS

Section 2.1. General Title. The general title of the Bonds of all series shall be “Special Park District Bonds,” with appropriate additions for refunding Bonds and to distinguish Bonds of each series from Bonds of all other series. With respect to the Bonds of any particular series, the City may incorporate in or add to the general title of such Bonds any words, letters or fixtures designed to distinguish that series.

Section 2.2. General Limitations; Issuable in Series. Subject to the terms of this Resolution, the Bonds may be issued in series as from time to time authorized by the Commission. The aggregate principal amount of Bonds that may be authenticated and delivered and Outstanding under this Resolution is not limited, except as provided in Article IV or any Supplemental Resolution under which any series of Bonds is issued and except as may be limited by law.

The Bonds shall be special, limited obligations of the City. Principal of, premium, if any, and interest on the Bonds shall be payable solely from Revenues (other than to the extent payable out of proceeds of the Bonds). The Bonds shall not be or constitute a pledge of the general credit or taxing powers of the City of any kind whatsoever. Neither the Bonds nor any of the agreements or obligations of the City contained herein shall be construed to constitute an indebtedness of the City within the meaning of any constitutional or statutory limitation or provisions whatsoever.

If the Stated Maturity for the payment of any interest on or principal of any Bond or if any Redemption Date or Sinking Fund Payment Date shall be a day which is not a Business Day, then such payment may be made on the next succeeding Business Day, with the same force and effect as if made on such Stated Maturity, Redemption Date or Sinking Fund Payment Date (whether or not such next succeeding Business Day occurs in a succeeding month) and no interest shall accrue for the intervening period.

Section 2.3. Terms of Particular Series. Each series of Bonds (except the Series 2021 Bonds, which are created pursuant to this Resolution) shall be created by a Supplemental Resolution. The Bonds of each series (except the Series 2021 Bonds, which are created pursuant to this Resolution) shall bear such date or dates, shall be payable at such place or places, shall have such Stated Maturities and Redemption Dates, shall bear interest at such rate or rates, from such date or dates, shall be payable in such installments and on such dates and at such place or places, and may be redeemable at such price or prices and upon such terms (in addition to the

prices and terms herein specified for redemption of all Bonds) as shall be provided in the Supplemental Resolution creating that series, all upon such terms as the City may determine.

Section 2.4. Form and Denominations of Particular Series. The form of the Bonds of each series (except the Series 2021 Bonds, the forms of which are established pursuant to this Resolution) shall be established by the provisions of the Supplemental Resolution creating such series. The Bonds of each series shall be distinguished from the Bonds of other series in such manner as the City may determine.

The Bonds of each series shall be in such denominations as shall be provided in the Supplemental Resolution creating such series (except the Series 2021 Bonds, the terms of which are established by this Resolution). In the absence of any such provision with respect to the Bonds of any particular series, the Bonds of such series shall be in denominations of \$5,000 or any integral multiple thereof of single Stated Maturities.

Section 2.5. Execution and Delivery. Each Bond shall be executed on behalf of the City by the officials of the City specified in a Supplemental Resolution (other than the Series 2021 Bonds, as to which specific provision is made in Section 3). The signature of any official may be facsimile, if permitted by applicable law. Bonds bearing the manual or facsimile signatures of individuals who were at any time the proper officials of the City shall bind the City, notwithstanding that such individuals or any of them have ceased to hold such offices prior to the delivery of such Bonds or did not hold such offices at the date of such Bonds.

At any time and from time to time, the City may deliver Bonds executed by the proper officers of the City to the Registrar for authentication, and the Registrar shall authenticate and deliver such Bonds as specified in a Supplemental Resolution (other than the Series 2021 Bonds, as to which specific provision is made in Section 3).

Section 2.6. Priority of Payments. All Bonds shall be secured, equally and ratably, by a first lien upon the Revenues, without preference or priority of any one Bond over any other by reason of serial number, date of issue, series designation or otherwise; provided that if at any time the Revenues on hand in the Revenue Bond Account (as a result of insufficient current Revenues and inadequate Surplus Revenues in the Services and Improvements Account for transfer to the Revenue Bond Account) are insufficient to pay principal and interest then due on all such Bonds, any and all Revenues then on hand shall be first used to pay the interest accrued on all Outstanding Bonds, and the balance shall be applied *pro rata* toward payment of the maturing principal of such Bonds.

ARTICLE III

THE SERIES 2021 BONDS

Section 3.1. Term of Series 2021 Bonds. The Series 2021 Bonds shall be designated “Special Park District Bonds, Series 2021 (Taxable).” The Series 2021 Bonds shall be in denominations of \$5,000 or any integral multiple thereof of single maturities. The Series 2021 Bonds shall mature, subject to redemption as hereinafter provided, on June 1 in the years and

amounts listed below, and shall bear interest from the date of original issue until paid or duly called for redemption at the rates shown opposite such years and amounts, as follows:

<u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>
2022	\$ 585,000	0.310%
2023	530,000	0.380
2024	530,000	0.730
2025	535,000	0.989
2026	540,000	1.089
2027	545,000	1.408
2028	555,000	1.508
2029	565,000	1.764
2030	575,000	1.864
2031	585,000	1.964
2032	595,000	2.064
2033	605,000	2.214
2034	620,000	2.314
2035	635,000	2.414
2036	650,000	2.514
2037	665,000	2.614
2038	685,000	2.714

Interest shall be calculated on the basis of a 360-day year composed of twelve 30-day months.

Section 3.2. Registered Form, Interest Payment Dates. The Series 2021 Bonds shall be issuable only in fully registered form, and the ownership of the Series 2021 Bonds shall be transferred only upon the Bond Register. The interest on the Series 2021 Bonds shall be payable on June 1 and December 1 in each year, commencing December 1, 2021. Interest on the Series 2021 Bonds shall be payable to the Owners thereof as of the close of business on the 15th day of the month immediately preceding each Interest Payment Date, whether or not such day is a Business Day. Interest on, and upon presentation and surrender thereof, the principal of each Series 2021 Bond shall be payable by check or draft issued by the Registrar described herein.

Section 3.3. Dated Date. Each Series 2021 Bond shall be dated, as originally issued, as of September 29, 2021, and upon authentication of any Series 2021 Bond the Registrar shall indicate thereon the date of such authentication.

Section 3.4. Registration. The City shall appoint, and shall maintain, a bond registrar, transfer agent and paying agent (the “Registrar”). This Section 3.4 shall establish a system of registration for the Series 2021 Bonds. The effect of registration and the rights and duties of the City and the Registrar with respect thereto shall be as follows:

(a) Bond Register. The Registrar shall keep at its principal office a Bond Register in which the Registrar shall provide for the registration of ownership of Series 2021 Bonds and the

registration of transfers and exchanges of Series 2021 Bonds entitled to be registered, transferred or exchanged.

(b) Transfer of Series 2021 Bonds. Upon surrender to the Registrar for transfer of any Series 2021 Bond duly endorsed by the Owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the Owner thereof or by an attorney duly authorized by the Owner in writing, the Registrar shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Series 2021 Bonds of the same series and a like aggregate principal amount, interest rate and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of transfer of any Series 2021 Bond or portion thereof selected or called for redemption.

(c) Exchange of Series 2021 Bonds. Whenever any Series 2021 Bond is surrendered by the Owner for exchange, the Registrar shall authenticate and deliver one or more new Series 2021 Bonds of the same series and a like aggregate principal amount, interest rate and maturity, as requested by the Owner or the Owner's attorney in writing.

(d) Cancellation. All Series 2021 Bonds surrendered upon any transfer or exchange shall be promptly cancelled by the Registrar and thereafter disposed of as directed by the City.

(e) Improper or Unauthorized Transfer. When any Series 2021 Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the same until it is satisfied that the endorsement on such Series 2021 Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar shall incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The City and the Registrar may treat the Person in whose name any Series 2021 Bond is at any time registered in the Bond Register as the absolute owner of such Series 2021 Bond, whether such Series 2021 Bond shall be overdue or not, for the purpose of receiving payment of the principal of, premium, if any, and interest on such Series 2021 Bond and for all other purposes, and all such payments so made to any such registered owner or upon the owner's order shall be valid and effectual to satisfy and discharge the liability of the City upon such Series 2021 Bond to the extent of the sum or sums so paid.

(g) Taxes, Fees and Charges. For every transfer or exchange of Series 2021 Bonds (except for an exchange upon a partial redemption of a Series 2021 Bond), the Registrar may impose a charge upon the Owner thereof sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to such transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Series 2021 Bonds. In case any Series 2021 Bond shall become mutilated or be lost, stolen or destroyed, the Registrar shall deliver a new Series 2021 Bond of the same series and a like aggregate principal amount, interest rate and maturity in exchange and substitution for and upon cancellation of any such mutilated Series 2021 Bond or in lieu of and in substitution for any such Series 2021 Bond lost, stolen or destroyed, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Series 2021 Bond lost, stolen or destroyed, upon filing

with the Registrar of evidence satisfactory to it that such Series 2021 Bond was lost, stolen or destroyed, and of the ownership thereof, and upon furnishing to the Registrar of an appropriate bond or indemnity in form, substance and amount satisfactory to it, in which both the City and the Registrar shall be named as obligees. All Series 2021 Bonds so surrendered to the Registrar shall be cancelled by it and evidence of such cancellation shall be given to the City. If the mutilated, lost, stolen or destroyed Series 2021 Bond has already matured or such Series 2021 Bond has been called for redemption in accordance with its terms, it shall not be necessary to issue a new Series 2021 Bond prior to payment.

Section 3.5. Appointment of Initial Registrar. The City hereby appoints U.S. Bank National Association, of Salt Lake City, Utah, to act as the Registrar. The City reserves the right to appoint a successor Registrar. The City agrees to pay the reasonable and customary charges of the Registrar for the services performed. Upon merger or consolidation of a bank or trust company that is acting as the Registrar, if the resulting corporation is a bank or trust company authorized by law to conduct such business, such corporation shall be authorized to act as successor Registrar. The City reserves the right to remove any Registrar upon 30 days' notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar shall deliver all cash and Series 2021 Bonds in its possession as Registrar to the successor Registrar and shall deliver the Bond Register to the successor Registrar.

Section 3.6. Optional Redemption. The Series 2021 Bonds with Stated Maturities in the years 2022 through 2031 are not subject to redemption prior to their Stated Maturities. The Series 2021 Bonds with Stated Maturities on or after June 1, 2032 are subject to redemption on June 1, 2031 and any date thereafter, at the option of the City, in whole or in part, and if in part from such Stated Maturities and in such principal amounts as the City may designate in writing to the Registrar (or, if no designation is made, in inverse order of maturities and within a maturity in \$5,000 principal amounts selected by the Registrar by lot or other manner as directed by the City), at a Redemption Price equal to the principal amount thereof and interest accrued to the Redemption Date, without premium.

The Redemption Date and the principal amount of the Series 2021 Bonds to be redeemed shall be fixed by the City Fiscal Services Director who shall give notice thereof to the Registrar at least 35 days prior to the Redemption Date or such lesser period as the Registrar accepts. The Registrar, at least 30 days prior to the designated Redemption Date, shall cause notice of redemption to be given, by first class mail or by other means required by the securities depository, to the Owners of each Series 2021 Bond to be redeemed at their addresses as they appear on the Bond Register, but no defect in or failure to give such notice shall affect the validity of proceedings for the redemption of any Series 2021 Bond not affected by such defect or failure. The notice of redemption shall specify the Redemption Date, Redemption Price, the numbers, interest rates and CUSIP numbers of the Series 2021 Bonds to be redeemed, and the place at which the Series 2021 Bonds are to be surrendered for payment, which is the principal office of the Registrar. Official notice of redemption having been given as aforesaid, the Series 2021 Bonds or portions thereof so to be redeemed shall, on the Redemption Date, become due and payable at the Redemption Price therein specified and from and after such date (unless the City shall default in the payment of the Redemption Price) such Series 2021 Bonds or portions thereof shall cease to bear interest.

Section 3.7. Execution and Delivery. The Series 2021 Bonds shall be forthwith prepared for execution under the direction of the City Clerk and shall be executed on behalf of the City by the signatures of the Mayor, the City Manager, the City Fiscal Services Director and the City Clerk, provided that said signatures may be printed, engraved or lithographed facsimiles thereof. The seal of the City need not be imprinted on or affixed to any Series 2021 Bond. In case any officer whose signature or a facsimile of whose signature shall appear on the Series 2021 Bonds shall cease to be such officer before the delivery thereof, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. Notwithstanding such execution, no Series 2021 Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Resolution unless and until a certificate of authentication on such Series 2021 Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Series 2021 Bonds need not be signed by the same representative. The executed certificate of authentication on each Series 2021 Bond shall be conclusive evidence that it has been authenticated and delivered under this Resolution. When the Series 2021 Bonds have been fully executed and authenticated, they shall be delivered by the Registrar to the Original Purchaser upon payment of the purchase price in accordance with the Bond Purchase Agreement, and the Original Purchaser shall not be obligated to see to the application of the purchase price.

Section 3.8. Securities Depository for the Series 2021 Bonds.

(a) For purposes of this Section 3.8, the following terms shall have the following meanings:

“Beneficial Owner” means, whenever used with respect to a Series 2021 Bond of which DTC (as hereinafter defined) or its nominee is the Owner, the Person (or subrogee of the Person) recorded as the beneficial owner of such Series 2021 Bond on the records of the Participant (as hereinafter defined) in whose name DTC holds such Series 2021 Bond.

“Cede & Co.” means Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Series 2021 Bonds.

“DTC” means The Depository Trust Company of New York, New York.

“Participant” means any broker-dealer, bank or other financial institution for which DTC holds Series 2021 Bonds as securities depository.

“Representation Letter” means the Blanket Issuer Letter of Representations pursuant to which the City agrees to comply with DTC’s Operational Arrangements.

(b) The Series 2021 Bonds shall be initially issued as separately authenticated fully registered Series 2021 Bonds, and one Series 2021 Bond shall be issued in the principal amount of each Stated Maturity of the Series 2021 Bonds. Upon initial issuance, the ownership of all Series 2021 Bonds shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC. The Registrar and the City may treat DTC (or its nominee) as the sole and

exclusive Owner of the Series 2021 Bonds registered in its name for the purposes of payment of the principal of or interest on the Series 2021 Bonds, selecting the Series 2021 Bonds or portions thereof to be redeemed, if any, giving any notice permitted or required to be given to Owners of Series 2021 Bonds under this Resolution, registering the transfer of Series 2021 Bonds, and for all other purposes whatsoever; and neither the Registrar nor the City shall be affected by any notice to the contrary. Neither the Registrar nor the City shall have any responsibility or obligation to any Participant, any Person claiming a beneficial ownership interest in the Series 2021 Bonds under or through DTC or any Participant, or any other Person which is not shown on the Bond Register as being an Owner, with respect to the accuracy of any records maintained by DTC or any Participant, with respect to the payment by DTC or any Participant of any amount with respect to the principal of or interest on the Series 2021 Bonds, with respect to any notice which is permitted or required to be given to Owners under this Resolution, with respect to the selection by DTC or any Participant of any Person to receive payment in the event of a partial redemption of the Series 2021 Bonds, or with respect to any consent given or other action taken by DTC as Owner of the Series 2021 Bonds. So long as any Series 2021 Bond is registered in the name of Cede & Co., as nominee of DTC, the Registrar shall pay all principal of and interest on such Series 2021 Bond, and shall give all notices with respect to such Series 2021 Bond, only to Cede & Co. in accordance with the Representation Letter, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to the principal of and interest on the Series 2021 Bonds to the extent of the sum or sums so paid. Unless the services of DTC as securities depository with respect to the Series 2021 Bonds are terminated as provided in subsection (c) hereof, no Person other than DTC shall receive an authenticated Series 2021 Bond for each separate stated maturity evidencing the obligation of the City to make payments of principal and interest. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the Series 2021 Bonds will be transferable to such new nominee in accordance with subsection (e) hereof.

(c) In the event the City determines to discontinue the book-entry-only system for the Series 2021 Bonds, the City may notify DTC and the Registrar, whereupon DTC shall notify the Participants of the availability through DTC of Series 2021 Bonds in the form of certificates. In such event, the Series 2021 Bonds will be transferable in accordance with subsection (e) hereof. DTC may determine to discontinue providing its services with respect to the Series 2021 Bonds at any time by giving notice to the City and the Registrar and discharging its responsibilities with respect thereto under applicable law. In such event the Series 2021 Bonds will be transferable in accordance with subsection (e) hereof.

(d) The Representation Letter sets forth certain matters with respect to, among other things, notices, consents and approvals by Owners and Beneficial Owners and payments on the Series 2021 Bonds. The Registrar shall have the same rights with respect to its actions thereunder as it has with respect to its actions under this Resolution.

(e) In the event that any transfer or exchange of Series 2021 Bonds is permitted under subsection (b) or (c) hereof, such transfer or exchange shall be accomplished upon receipt by the Registrar of the Series 2021 Bonds to be transferred or exchanged and appropriate instruments of transfer to the permitted transferee in accordance with the provisions of this Resolution. In the event Series 2021 Bonds in the form of certificates are issued to Owners other than Cede & Co.,

its successor as nominee for DTC as Owner of all the Series 2021 Bonds, or another securities depository as Owner of all the Series 2021 Bonds, the provisions of this Resolution shall also apply to all matters relating thereto, including, without limitation, the preparation of such Series 2021 Bonds in the form of Series 2021 Bond certificates and the method of payment of principal of and interest on such Series 2021 Bonds in the form of Series 2021 Bond certificates.

Section 3.9. Form of Series 2021 Bonds. The Series 2021 Bonds shall be prepared in substantially the form set forth in Exhibit A hereto and by this reference is made a part hereof.

ARTICLE IV

ADDITIONAL BONDS AND OTHER OBLIGATIONS

Section 4.1. Additional Bonds. Additional Bonds may at any time and from time to time be issued, sold and delivered by the City to pay the costs of Projects or to refund Outstanding Bonds or for any other lawful purpose, but only upon filing with the City Clerk the following:

(a) A Supplemental Resolution authorizing the issuance of such series of Additional Bonds and fixing the amount and the details thereof and the sale thereof to the Original Purchaser(s) named therein for the purchase price set forth therein.

(b) A certificate executed by the City Manager and the City Fiscal Services Director stating that upon the issuance of such series of Additional Bonds, no default hereunder has occurred and is continuing which would not be cured upon the issuance of such series of Additional Bonds and application of the proceeds thereof.

(c) An opinion of Bond Counsel (who may rely on factual representations of the City and which opinion may be qualified by customary qualifications and exceptions) stating that:

(i) all conditions precedent provided for in this Resolution relating to the issuance and delivery of such series of Additional Bonds have been complied with, including any conditions precedent specified in this Article IV; and

(ii) the series of Additional Bonds when issued and delivered by the City will be valid and binding special, limited obligations of the City in accordance with their terms and entitled to the benefits of and secured by this Resolution.

Any Additional Bonds shall be dated, shall bear interest, shall have Stated Maturities and may be subject to redemption at such times and prices and on such terms and conditions, all as may be provided by the Supplemental Resolution authorizing their issuance. All Additional Bonds shall be payable and secured ratably and equally and on a parity as to both principal and interest with the Series 2021 Bonds and any Additional Bonds theretofore issued, and entitled to the same benefits and security of this Resolution.

Section 4.2. Grant Anticipation Notes; Bond Anticipation Notes. The City may from time to time issue notes in anticipation of receipt of grant funds (“Grant Anticipation Notes”), or

in anticipation of the issuance of Additional Bonds (“Bond Anticipation Notes”) subject to the following conditions:

- (a) The Additional Bonds in anticipation of which Bond Anticipation Notes are issued, assuming a rate of interest on the Additional Bonds as determined by the City, shall be authorized to be issued under Section 4.1.
- (b) The payment of interest on Grant Anticipation Notes and Bond Anticipation Notes from the Revenues shall be subordinated to Outstanding Bonds.
- (c) The principal of the Grant Anticipation Notes shall be payable solely from the receipt of grant funds, and the principal of the Bond Anticipation Notes shall be payable solely from the proceeds of the Additional Bonds, unless the City is unable to sell the Additional Bonds, in which case the Bond Anticipation Notes shall be exchanged for the Additional Bonds on a par-for-par basis.
- (d) Grant Anticipation Notes and Bond Anticipation Notes shall have Stated Maturities within three years after their date of issue.

ARTICLE V

PARK MAINTENANCE DISTRICT FUND

Section 5.1. Bond Proceeds and Revenues Pledged and Appropriated. A special Park Maintenance District Fund has been created and shall be maintained as a separate and special bookkeeping account on the official books of the City until all Bonds and interest and redemption premiums due thereon have been fully paid, or the City’s obligations with reference to such Bonds have been discharged as provided in this Resolution. All proceeds of Bonds issued hereunder are irrevocably pledged and appropriated to the Park Maintenance District Fund, other than to the extent otherwise appropriated in the Supplemental Resolution relating to such Bonds. In addition, there is hereby irrevocably pledged and appropriated to the Park Maintenance District Fund all Revenues. The Park Maintenance District Fund shall be subdivided into separate accounts as designated and described in Sections 5.2 through 5.6, to segregate income and expenses received, paid and accrued for the respective purposes described in those sections. The Revenues received in the Park Maintenance District Fund shall be apportioned semi-annually each November 30 and May 31, commencing with the November 30 immediately following adoption of this Resolution.

Section 5.2. Construction Account. For each Project there shall be a separate subaccount within the Construction Account, to be used only to pay allowed costs as incurred, which under accepted accounting principles are costs of the particular Project, including but not limited to payments due for work and materials performed and delivered under construction contracts, architectural, engineering, inspection, and supervision, fiscal and legal expenses, the cost of lands and easements, interest accruing on Bonds or Notes during the period of construction of the Project financed thereby and for a period of time thereafter authorized by the Revenue Bond Act if and to the extent deemed necessary by this Commission, reimbursement of any loans or advances made from other City funds, and all other expenses incurred in connection

with the acquisition, construction and financing of the Project, including costs of issuance of Bonds or Notes. To the Construction Account shall be credited as received all proceeds of Bonds or Notes issued to finance such Project, except amounts otherwise appropriated in Section 1.5 or in a Supplemental Resolution or received from Additional Bonds issued to refund Outstanding Bonds or Notes, all other funds appropriated by the City for the Project, and all income received from the investment of the Construction Account. Upon completion of any Project and payment of the cost thereof, the City may transfer any money then remaining in the Construction Account for that Project to the Revenue Bond Account.

Section 5.3. Revenue Bond Account. The City shall maintain a Revenue Bond Account in the Park Maintenance District Fund. Upon each semi-annual apportionment there shall be set aside and credited to the Revenue Bond Account out of the Revenues an amount equal to not less than the interest to become due in the next six months and one-half of the principal to become due within the next twelve months with respect to Outstanding Bonds payable from the Revenue Bond Account; provided that the City shall be entitled to reduce any semi-annual credit by any amounts previously credited and then on deposit in the Revenue Bond Account. Money from time to time held in the Revenue Bond Account shall be disbursed only to meet payments of principal of, premium, if any, and interest on the Bonds payable therefrom as such payments become due. If any payment of principal or interest becomes due when moneys in the Revenue Bond Account are temporarily insufficient therefor, such payment shall be advanced out of any Surplus Revenues theretofore segregated and then on hand in the Services and Improvements Account, if any.

Section 5.4. Services and Improvements Account. The City shall maintain a Services and Improvements Account in the Park Maintenance District Fund. Any amount of Surplus Revenues from time to time remaining after the required application of Revenues to the Revenue Bond Account shall be credited to the Services and Improvements Account, and the money from time to time in that account, when not required to restore a current deficiency in the Revenue Bond Account, may be used as follows and not otherwise:

- (a) pay any of the budgeted costs and expenses of services and improvements to be undertaken with respect to the Park District or for any other lawful purpose of the Park District;
- (b) to be transferred to the Construction Account to pay costs authorized to be paid therefrom;
- (c) to be transferred to the Note Account to pay, redeem, discharge or otherwise secure Grant Anticipation Notes or Bond Anticipation Notes in accordance with this Resolution or any Supplemental Resolution;
- (d) to purchase Bonds on the open market, or to redeem or discharge Bonds prior to their Stated Maturities in accordance with this Resolution or any Supplemental Resolution; and
- (e) to make payments of arbitrage rebate to the United States of America pursuant to Section 148(f) of the Internal Revenue Code of 1986, in respect of any series of Bonds or Subordinate Obligations.

Section 5.5. Note Account. Upon the issuance of any Grant Anticipation Notes or Bond Anticipation Notes as permitted by Section 4.2, there shall be established a Note Account within the Park Maintenance District Fund, to which shall be appropriated proceeds of the grant or Bonds in anticipation of which such Notes were issued, and any other Surplus Revenues on hand in the Services and Improvements Account, as directed by the City.

Section 5.6. Rebate Account. If the City issues Bonds the interest on which is excludable from gross income for federal income tax purposes, the City shall establish and thereafter maintain a Rebate Account in the Park Maintenance District Fund. The City shall make deposits to and disbursements from the Rebate Account pursuant to one or more rebate certificates executed and delivered by the City in connection with the issuance of such Bonds, and for such purposes may make transfers from the Services and Improvements Account, as necessary, to meet the requirements of the Rebate Account. The City shall invest the Rebate Account in accordance with the provisions of the rebate certificates and shall deposit income from such investments immediately upon receipt thereof in the Rebate Account.

Section 5.7. Prohibition on Transfer. No money shall at any time be transferred from the Park Maintenance District Fund to any other fund of the City, nor shall such moneys at any time be loaned to other municipal funds or invested in warrants, special improvement bonds or other obligations payable from other funds, except as provided in Section 5.8.

Section 5.8. Deposit and Investment of Funds. The City Fiscal Services Director shall cause all moneys from time to time in the Park Maintenance District Fund to be deposited as received with one or more depository banks duly qualified in accordance with the provisions of Montana Code Annotated, Section 7-6-201, as amended, and shall cause the balances in such accounts, except any part thereof covered by federal deposit insurance, to be secured by the pledge of bonds or securities of the kinds required by law, and no money shall at any time be withdrawn from such deposit accounts except for the purposes of the Park Maintenance District Fund as defined and authorized by this Resolution. The funds to the credit of the several accounts within the Park Maintenance District Fund may be commingled in one or more deposit accounts. The balance on hand in any of the accounts of the Park Maintenance District Fund may at any time be invested and reinvested in Qualified Investments as provided below, maturing and bearing interest payable at the times and in the amounts estimated to be required to provide cash when needed for the purposes of the respective accounts. Income from the investment of the moneys in the various accounts shall be credited thereto. Subject to the provisions of law now or hereafter controlling investment of such funds, money on hand in any of the accounts of the Park Maintenance District Fund may be invested in any of the following investments ("Qualified Investments"), but no others:

- (a) direct obligations of or obligations guaranteed by the United States of America;
- (b) bank time deposits or certificates of deposit secured by obligations and securities described in clause (a) above; and
- (c) the short-term investment pool administered by the Board of Investments of the State or any successor investment pool created pursuant to Montana law.

ARTICLE VI

CONTINUING DISCLOSURE

The Commission hereby approves the Continuing Disclosure Undertaking of the City substantially in the form of the attached Exhibit B and authorizes the City Manager and the City Fiscal Services Director, or in the absence or unavailability of either, the Deputy City Manager, to execute and deliver on behalf of the City contemporaneously with the date of issuance and delivery of the Series 2021 Bonds the Continuing Disclosure Undertaking, with such changes as may be necessary or appropriate. The signatures of any two authorized officials of the City are adequate to cause the Continuing Disclosure Undertaking to be binding and enforceable on the City.

ARTICLE VII

COVENANTS OF CITY

Section 7.1. Punctual Payment. The City will duly and punctually pay or cause to be paid the principal of, premium, if any, and interest on the Bonds in accordance with the terms of this Resolution and any applicable Supplemental Resolution and of the Bonds, and it will faithfully observe and perform all of the conditions, covenants and requirements of this Resolution and all Supplemental Resolutions and of the Bonds. Nothing herein contained shall prevent the City from making advances of its own moneys however derived to any of the uses or purposes referred to herein, nor shall anything herein be deemed or constitute a pledge or appropriation of funds or assets of the City other than those expressly pledged or appropriated hereby. The City further covenants that it will promptly deposit or cause to be deposited all Revenues it receives into the Revenue Bond Account, as set forth in Section 5.3.

Section 7.2. Against Encumbrances. The City will not encumber, pledge or place any charge or lien upon any of the Revenues superior to or on a parity with the pledge and lien herein created for the benefit of the Bonds.

Section 7.3. Books and Accounts; Financial Statements. The City will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the City, in which complete and correct entries shall be made of all transactions relating to the Revenues and the Park Maintenance District Fund. Such books of record and accounts shall be at all times during business hours subject to the inspection of the Owners of not less than ten percent (10%) of the principal amount of Outstanding Bonds, or their representatives authorized in writing.

Section 7.4. Further Assurances. The City will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Resolution, and for the better assuring and confirming unto the Owners of the rights and benefits provided in this Resolution.

Section 7.5. Dissolution; Alteration of District Boundaries. So long as any Bonds are Outstanding, the City will not cause the Park District to be dissolved, or cause the boundaries of the Park District to be reduced if doing so would materially adversely affect the security for the Bonds. The boundaries of the Park District are the current incorporated limits of the City and change by operation of law to include new properties as new properties are annexed into the City.

Section 7.6. Levy of Assessments. The City hereby agrees and covenants for the benefit of the holders of the Bonds that, for each Fiscal Year, so long as any Bonds are outstanding, it will (i) establish and approve a budget for the costs and expenses of the Park District, including amounts necessary to pay debt service on the Bonds, and (ii) levy assessments against all assessable lots and parcels within the Park District in an amount that will produce Revenues sufficient to pay all budgeted costs and expenses of the Park District, including the debt service on Bonds. The City will do all acts and things necessary for the valid levy of special assessments upon all assessable lots and parcels within the Park District, in accordance with the laws of the State of Montana. The assessments to be levied to pay costs and expenses of the Park District will be reflected on property tax bills each October, and will be due in substantially equal installments on each November 30 and May 31. The assessments shall constitute a lien upon and against the property against which they are made and levied, which lien may be extinguished only by payment of the assessment with all penalties, cost and interest as provided in Section 7-11-1028 of the Act. No tax deed issued with respect to any lot or parcel of land shall operate as payment of any assessment which is payable after the execution of such deed, and any tax deed so issued shall convey title subject to the lien of said future assessments, as provided in Montana Code Annotated, Section 15-18-214. The City covenants to take appropriate legal action to collect unpaid assessments.

ARTICLE VIII

SUPPLEMENTAL RESOLUTIONS

Section 8.1. General. Notwithstanding Section 8.2, the City reserves the right to adopt Supplemental Resolutions from time to time and at any time, for the purpose of curing any ambiguity or of curing, correcting or supplementing any defective provision contained herein, or of making such provisions with regard to matters or questions arising hereunder as the City may deem necessary or desirable and not inconsistent with this Resolution, and which shall not adversely affect the interests of the Owners of Outstanding Bonds, or for the purpose of adding to the covenants and agreements herein contained, or to the revenues herein pledged, other covenants and agreements thereafter to be observed and additional revenues or income thereafter appropriated to the Park Maintenance District Fund, or for the purpose of surrendering any right or power herein reserved to or conferred upon the City, or for the purpose of authorizing the creation and issuance of a series of Additional Bonds, as provided in and subject to the conditions and requirements of Article IV. Any such Supplemental Resolution may be adopted pursuant to this Section 8.1 without notice to or the consent of the Owner of any of the Bonds issued hereunder.

Section 8.2. Consent of Owners. With the consent of the Owners of at least a majority in principal amount of the Outstanding Bonds affected thereby as provided in Section 8.4, the

City may from time to time and at any time adopt a Supplemental Resolution for the purpose of amending this Resolution by adding any provisions hereto or changing in any manner or eliminating any of the provisions hereof or of any Supplemental Resolution, except that no Supplemental Resolution shall be adopted at any time without the consent of the Owners of all Outstanding Bonds affected thereby, if it would extend the time of payment of interest thereon or principal thereof, would reduce the interest rate thereon or the amount of the principal or the Redemption Price, would give to any Bond or Bonds any privileges over any other Bond or Bonds, would reduce the sources of Revenues or income appropriated to the Park Maintenance District Fund, or would reduce the percentage in principal amount of such Bonds required to authorize or consent to any such Supplemental Resolution.

Section 8.3. Notice. Notice of a Supplemental Resolution to be adopted pursuant to Section 8.2 shall be mailed by first-class mail to the Owners of all Outstanding Bonds at their addresses appearing in the Bond Register, or provided by such other means then required by the securities depository, and shall become effective only upon the filing of written consents with the City Clerk, signed by the Owners of the requisite aggregate principal amount of Outstanding Bonds affected thereby. Any written consent to the Supplemental Resolution may be embodied in and evidenced by one or any number of concurrent written instruments of substantially similar tenor signed by Owners in person or by agent duly appointed in writing, and shall become effective when delivered to the City Clerk. Any consent by the Owner of any Bond shall bind that Owner and every future Owner of the same Bond with respect to any Supplemental Resolution adopted by the City pursuant to such consent; provided that any Owner may revoke its consent with reference to any Bond by written notice received by the City Clerk before the Supplemental Resolution has become effective. In the event that unrevoked consents of the Owners of the requisite aggregate principal amount of Bonds have not been received by the City Clerk within one year after the mailing of notice of the Supplemental Resolution, the Supplemental Resolution and all consents theretofore received shall be of no further force and effect.

Section 8.4. Manner of Consent. Proof of the execution of any consent, or of a writing appointing any agent to execute the same, shall be sufficient for any purpose of this Resolution and shall be conclusive in favor of the City if made in the manner provided in this Section 8.4. The fact and date of the execution by any Person of any such consent or appointment may be proved by the affidavit of a witness of such execution or by the certification of any notary public or other officer authorized by law to take acknowledgment of deeds, certifying that the Person signing it acknowledged to him or her the execution thereof. The fact and date of execution of any such consent may also be proved in any other manner which the City may deem sufficient; but the City may nevertheless, in its discretion, require further proof in cases where it deems further proof desirable. The ownership of Bonds shall be proved by the Bond Register.

ARTICLE IX

REMEDIES

No Owner of any Bond shall have the right to institute any proceeding, judicial or otherwise, for the enforcement of the covenants herein contained, without the written concurrence of Owners of not less than 25% in aggregate principal amount of all Outstanding

Bonds; but the Owners of such aggregate principal amount of Outstanding of Bonds may, either at law or in equity, by suit, action or other proceedings, protect and enforce the rights of all Owners of Bonds and compel the performance of any and all of the covenants required herein to be performed by the City and its officers and employees. The Owners of a majority in aggregate principal amount of all Outstanding Bonds shall have the right to direct the time, method and place of conducting any proceeding for any remedy available to the Owners or the exercise of any power conferred on them, and the right to waive a default in the performance of any such covenant, and its consequences, except a default in the payment of the principal of or interest on any Bond when due. Nothing herein shall impair the absolute and unconditional right of the Owner of each Bond to receive payment of the principal of and interest on Bond as such principal and interest respectively become due, and to institute suit for any such payment.

ARTICLE X

DEFEASANCE

Section 10.1. General. When the liability of the City on all Bonds issued under and secured by this Resolution and all interest thereon has been discharged as provided in this Article X, all pledges, covenants and other rights granted by this Resolution to the Owners of such Bonds shall cease, other than to the payment of such Bonds from money segregated for such purpose.

Section 10.2. Maturity. The City may discharge its liability with reference to any Bonds and interest thereon which are due on any date by depositing with the Registrar for such Bonds on or before the date a sum sufficient for the payment thereof in full; or if any Bond or interest thereon shall not be paid when due, the City may nevertheless discharge its liability with reference thereto by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit.

Section 10.3. Redemption. The City may also discharge its liability with reference to any Bonds which are called for redemption on any date in accordance with their terms, by depositing with the Registrar on or before that date an amount equal to the principal, premium, if any, and interest which are then due thereon; provided that notice of such redemption has been duly given as provided in this Resolution.

Section 10.4. Escrow. The City may also at any time discharge its liability in its entirety with reference to any Bond subject to the provisions of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with a bank qualified by law as an escrow agent for this purpose, cash or Defeasance Obligations which are authorized by law to be so deposited, bearing interest payable at such times and at such rates and maturing on such dates as shall be required, without reinvestment, to provide funds sufficient to pay all principal, premium, if any, and interest to become due on such Bond at its Stated Maturity or, if such Bond is prepayable and notice of redemption thereof has been given or irrevocably provided for in this Resolution, to such earlier Redemption Date.

ARTICLE XI

MISCELLANEOUS

Section 11.1. Certification of Proceedings. The officers of the City are hereby authorized and directed to prepare and furnish to the Original Purchaser and to Dorsey & Whitney LLP, Bond Counsel, certified copies of all proceedings and records of the City, and such other affidavits, certificates and information as may be required to show the facts relating to the legality and marketability of the Series 2021 Bonds as the same appear from the books and records under their custody and control or as otherwise known to them, and all such certified copies, certificates and affidavits, including any heretofore furnished, shall be deemed representations of the City as to the facts recited therein.

Section 11.2. Repeals and Effective Date.

(a) Repeal. All provisions of other resolutions and other actions and proceedings of the City and this Commission that are in any way inconsistent with the terms and provisions of this Resolution are repealed, amended and rescinded to the full extent necessary to give full force and effect to the provisions of this Resolution.

(b) Effective Date. This Resolution shall take effect immediately upon its passage and adoption by the City.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana
on this 21st day of September, 2021.

Bob Kelly, Mayor

Attest:

Lisa Kunz, City Clerk

(SEAL)

Approved for legal content:

Sara R. Sexe, City Attorney

EXHIBIT A

UNITED STATES OF AMERICA
STATE OF MONTANA
COUNTY OF CASCADE

CITY OF GREAT FALLS, MONTANA

SPECIAL PARK DISTRICT BONDS, SERIES 2021 (TAXABLE)

No. _____ \$ _____

<u>Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
%	June 1,	September 29, 2021	39047C ____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: DOLLARS AND NO/100

FOR VALUE RECEIVED, CITY OF GREAT FALLS, STATE OF MONTANA (the “City”), acknowledges itself to be indebted and hereby promises to pay to the registered owner named above, or registered assigns, solely from the Revenue Bond Account of its Park Maintenance District Fund, the principal amount specified above on the maturity date specified above or, if this Bond is prepayable as stated herein, on any date prior thereto on which this Bond shall have been duly called for redemption, and to pay interest on said principal amount to the registered owner hereof from the Date of Original Issue set forth above or from such later date to which interest has been paid or duly provided for until this Bond is paid or, if this Bond is prepayable as stated herein, until it has been duly called for redemption, at the rate specified above. Principal of this Bond is payable upon presentation and surrender hereof to U.S. Bank National Association, of Salt Lake City, Utah, as registrar, transfer agent and paying agent, or its successor designated under the Resolution described herein (the “Registrar”) at its operations center in St. Paul, Minnesota. The interest on this Bond shall be payable on June 1 and December in each year, commencing December 1, 2021. Interest on the Series 2021 Bonds shall be payable to the owners of record thereof as such appear on the Bond Register as of the close of business on the 15th day of the month immediately preceding each interest payment date, whether or not such day is a Business Day. Interest on, and upon presentation and surrender thereof, the principal of each Bond shall be payable by check or draft issued by the Registrar described herein. The principal of and interest on this Bond are payable in lawful money of the United States of America. Interest shall be calculated on the basis of a 360-day year composed of twelve 30-day months.

Notwithstanding any other provisions of this Bond, so long as this Bond is registered in the name of Cede & Co., as nominee of The Depository Trust Company, or in the name of any other nominee of The Depository Trust Company or other securities depository, the Registrar shall pay

all principal of and interest on this Bond, and shall give all notices with respect to this Bond, only to Cede & Co. or other nominee in accordance with the operational arrangements of The Depository Trust Company or other securities depository as agreed to by the City.

This Bond is one of a duly authorized issue of Bonds of the City designated as “Special Park District Bonds, Series 2021 (Taxable)” (collectively, the “Series 2021 Bonds”), issued and to be issued in one or more series under, and all equally and ratably secured by Resolution No. 10433 of the City, adopted by the City Commission on September 21, 2021 (the “Resolution”), to which Resolution, copies of which are on file with the City, reference is hereby made for a description of the nature and extent of the security, the respective rights thereunder of the Owners of the Series 2021 Bonds and the City and the terms upon which the Series 2021 Bonds are to be issued and delivered. This Bond is one of the series specified in its title, issued in the aggregate principal amount of \$10,000,000, all of like date of original issue and tenor except as to serial number, denomination, date, interest rate, maturity date and redemption privilege. The Series 2021 Bonds are issued by the City for the purpose of financing or reimbursing the City for the costs of certain services and improvements in the Park District. Capitalized terms used herein but not otherwise defined shall have the respective meanings given such terms in the Resolution.

The Series 2021 Bonds are issued pursuant to and in full compliance with the Constitution and laws of the State of Montana, including Montana Code Annotated, Title 7, Chapter 11, Part 10 and Title 7, Chapter 7, Parts 44 and 45, as amended, and pursuant to the Resolution. The Series 2021 Bonds are payable solely, and equally and ratably with any Additional Bonds hereafter issued on a parity therewith, from the Revenues pledged to the payment thereof. Revenues are amounts derived by the City from the payment of assessments levied against all assessable lots and parcels in the Park District in each Fiscal Year. The City covenants in the Resolution that, for each Fiscal Year, so long as any Bonds are Outstanding, it will (i) establish and approve a budget for the costs and expenses of the Park District, including amounts necessary to pay debt service on the Bonds, and (ii) levy assessments against all assessable lots and parcels within the Park District in an amount that will produce Revenues sufficient to pay all budgeted costs and expenses of the Park District, including the debt service on Bonds.

The Bonds are special, limited obligations of the City. Principal of, premium, if any, and interest on the Bonds shall be payable solely from Revenues (other than to the extent payable out of proceeds of the Bonds). The Bonds shall not be or constitute a pledge of the general credit or taxing powers of the City. Neither the Bonds nor any of the agreements or obligations of the City contained herein shall be construed to constitute an indebtedness of the City within the meaning of any constitutional or statutory limitations.

The Series 2021 Bonds with Stated Maturities in the years 2022 through 2031 are not subject to redemption prior to their Stated Maturities. The Series 2021 Bonds with Stated Maturities on or after June 1, 2032 are subject to redemption on June 1, 2031 and any date thereafter, at the option of the City, in whole or in part, and if in part from such Stated Maturities and in such principal amounts as the City may designate in writing to the Registrar (or, if no designation is made, in inverse order of maturities and within a maturity in \$5,000 principal amounts selected by the Registrar by lot or other manner as directed by the City), at a Redemption

Price equal to the principal amount thereof and interest accrued to the Redemption Date, without premium.

As provided in the Resolution and subject to certain limitations set forth therein, this Series 2021 Bond is transferable upon the books of the City at the principal office of the Registrar, by the registered owner hereof in person or by his attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or his attorney; and may also be surrendered in exchange for Series 2021 Bonds of other authorized denominations. Upon any such transfer or exchange, the City will cause a new Series 2021 Bond or Series 2021 Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The City and the Registrar may deem and treat the Person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the City nor the Registrar shall be affected by any notice to the contrary.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that for each Fiscal Year it will establish and approve a budget of the costs and expenses of the Park District, including amounts to pay debt services on the Bonds; that it will levy assessments against all assessable lots and parcels within the Park District in an amount that will produce Revenues sufficient to pay all budgeted costs and expenses of the Park District, including the debt service on Bonds; that it has created a special Park Maintenance District Fund into which the Revenues will be paid, and a separate and special Revenue Bond Account in that fund, into which will be paid upon each semi-annual apportionment, from and as a first and prior lien on the Revenues then on hand, an amount equal to not less than the sum of all interest due within the next six months plus one-half of the principal due within the next twelve months with respect to all Bonds payable semiannually from the Revenue Bond Account; that the Revenue Bond Account will be used only to pay the principal of, premium, if any, and interest on the Series 2021 Bonds and any Additional Bonds issued pursuant to the Resolution on a parity therewith; that Additional Bonds may be issued and made payable from the Revenue Bond Account on a parity with the Series 2021 Bonds and other Additional Bonds from time to time as set forth in the Resolution; that the Revenues produced by the payment of the assessments levied against the lots and parcels in the Park District are revenues of the Park District; that all provisions for the security of the holder of this Series 2021 Bond set forth in the Resolution will be punctually and faithfully performed as therein stipulated; that all acts, conditions and things required by the Constitution and laws of the State of Montana and the ordinances and resolutions of the City to be done, to exist, to happen and to be performed in order to make this Series 2021 Bond a valid and binding special obligation of the City according to its terms have been done, do exist, have happened and have been performed in regular and due form, time and manner as so required; and that this Series 2021 Bond and the interest hereon are payable solely from the Revenues pledged and appropriated to the Revenue Bond Account and do not constitute a debt of the City within the meaning of any constitutional or statutory limitation or provision and the issuance of the Series 2021 Bonds does not cause either the general or the special indebtedness of the City to exceed any constitutional or statutory limitation.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon shall have been executed by the Registrar by the manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, the City of Great Falls, Montana, by its City Commission, has caused this Bond to be executed by the facsimile signatures of the Mayor, the City Manager, the City Fiscal Services Director and the City Clerk, and by a printed facsimile of the official seal of the City.

CITY OF GREAT FALLS, MONTANA

(Facsimile Signature)
MAYOR

(Facsimile Signature)
CITY MANAGER

(Facsimile Signature)
FISCAL SERVICES DIRECTOR

(Facsimile Seal)

(Facsimile Signature)
CITY CLERK

Dated:

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds delivered pursuant to the Resolution mentioned herein.

U.S. BANK NATIONAL ASSOCIATION,
as Registrar, Transfer Agent, and
Paying Agent

By _____
Authorized Signature

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

- TEN COM -- as tenants in common
- TEN ENT -- as tenants by the entireties
- JT TEN -- as joint tenants with right of survivorship and not as tenants in common
- UTMA.....Custodian.....
(Cust) (Minor)
- under Uniform Gifts to Minor Act.....
(State)

Additional abbreviations may also be used.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto _____ the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

/ _____ /

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature Guarantee:

Signature(s) must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Registrar, which requirements include membership or participation in STAMP or such other "signature guaranty program" as may be determined by the Registrar in addition to or in substitution for STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

EXHIBIT B

\$10,000,000

Special Park District Bonds, Series 2021 (Taxable)
City of Great Falls, Montana

FORM OF CONTINUING DISCLOSURE UNDERTAKING

This Continuing Disclosure Undertaking is made by the City of Great Falls, Montana (the “City”) in connection with the issuance and delivery by the City of its \$10,000,000 Special Park District Bonds, Series 2021 (Taxable) (the “Series 2021 Bonds”), as of this 29th day of September, 2021.

(a) Purpose and Beneficiaries. To provide for the public availability of certain information relating to the Series 2021 Bonds and the security therefor and to permit the Original Purchaser and other participating underwriters in the primary offering of the Series 2021 Bonds to comply with paragraph (b)(5) of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the “Rule”), the City hereby makes the following covenants and agrees, for the benefit of the Owners (as hereinafter defined) from time to time of the outstanding Series 2021 Bonds, to provide annual reports of specified information and notice of the occurrence of certain events to the Municipal Securities Rulemaking Board (“MSRB”) through its Electronic Municipal Market Access system website (“EMMA”), as hereinafter described. The City is the only “obligated person” in respect of the Series 2021 Bonds within the meaning of the Rule for purposes of identifying the entities in respect of which continuing disclosure must be made.

If the City fails to comply with this Continuing Disclosure Undertaking, any Person aggrieved thereby, including the Owners of the outstanding Series 2021 Bonds, may take whatever action at law or in equity may appear necessary or appropriate to enforce performance and observance of the Continuing Disclosure Undertaking, including an action for a writ of mandamus or specific performance. Direct, indirect, consequential and punitive damages shall not be recoverable for any default hereunder. Notwithstanding anything to the contrary contained in this Continuing Disclosure Undertaking, in no event shall a default under this Continuing Disclosure Undertaking constitute a default under the Series 2021 Bonds or under any other provision of the Resolution.

As used in this Continuing Disclosure Undertaking, “Owner” means, in respect of a Series 2021 Bond, the registered owner or owners thereof appearing in the Bond Register or any Beneficial Owner (as hereinafter defined) thereof, if such Beneficial Owner provides to the Registrar evidence of such beneficial ownership in form and substance reasonably satisfactory to the Registrar. As used in this Continuing Disclosure Undertaking, “Beneficial Owner” means, in respect of a Series 2021 Bond, any Person that (i) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, such Series 2021 Bond (including Persons holding Series 2021 Bonds through nominees, depositories or other intermediaries), or (ii) is treated as the owner of the Series 2021 Bond for federal income tax purposes.

(b) Information To Be Disclosed. The City will provide, in the manner set forth in paragraph (c) hereof, either directly or indirectly through an agent designated by the City, the following information at the following times:

(i) On or before 270 days after the end of each fiscal year of the City, commencing with the fiscal year ending June 30, 2021, the following financial information and operating data in respect of the City (the “Disclosure Information”):

(A) audited financial statements of the City for the then most recent completed fiscal year or if unavailable by the date specified, the City shall provide on or before such date unaudited financial statements as part of the Disclosure Information and, within 10 days after the receipt of thereof, the City shall provide the audited financial statements. The audited financial statements are to be prepared in accordance with generally accepted accounting principles or as otherwise provided under State law, as such principles may be changed from time to time as permitted by State law. If and to the extent such financial statements have not been prepared in accordance with such generally accepted accounting principles for reasons beyond the reasonable control of the City, the discrepancies will be noted; and

(B) updated information for the City for the then most recent completed fiscal year compiled by the City and publicly available under applicable data privacy or other law to include:

- (1) principal amount of Bonds outstanding of the Park District;
- (2) assessed/market valuation of the Park District/City;
- (3) taxable valuation of the Park District/City; and

(4) Revenue collection figures for the then most recent completed fiscal year in format similar to that presented in the Official Statement dated September 9, 2021 relating to the Series 2021 Bonds, in the table under the heading “Revenue Collections.”

The Disclosure Information will be provided to the MSRB and may be provided in a single document or multiple documents, and may be incorporated by specific reference to documents available to the public on the internet website of the MSRB or filed with the SEC. Any or all of the Disclosure Information may be incorporated by reference, if it is updated as required hereby, from other documents, including official statements, which have been filed with the SEC or have been made available to the public on EMMA. The City shall clearly identify in the Disclosure Information each document so incorporated by reference.

If any part of the Disclosure Information can no longer be generated because the operations of the City have materially changed or been discontinued, such Disclosure Information need no longer be provided if the City includes in the Disclosure Information a statement to such effect; provided, however, if such operations have been replaced by

other City operations in respect of which data is not included in the Disclosure Information and the City determines that certain specified data regarding such replacement operations would be material (as hereinafter defined), then, from and after such determination, the Disclosure Information shall include such additional specified data regarding the replacement operations.

If the Disclosure Information is changed or the Continuing Disclosure Undertaking is amended as permitted by paragraph (d) hereof, then the City shall include in the next Disclosure Information to be delivered pursuant to this Continuing Disclosure Undertaking, to the extent necessary, an explanation of the reasons for the amendment and the effect of any change in the type of financial information or operating data provided.

(ii) In a timely manner, not in excess of ten (10) business days of the occurrence of an event, the City will provide notice of the occurrence of any of the following events:

- (A) principal and interest payment delinquencies;
- (B) non-payment related defaults, if material;
- (C) unscheduled draws on debt service reserves reflecting financial difficulties;
- (D) unscheduled draws on credit enhancements reflecting financial difficulties;
- (E) substitution of credit or liquidity providers, or their failure to perform;
- (F) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Series 2021 Bonds, or other material events affecting the tax status of the Series 2021 Bonds;
- (G) modifications to rights of holders of the Series 2021 Bonds, if material;
- (H) bond calls, if material, and tender offers;
- (I) defeasances;
- (J) release, substitution, or sale of property securing repayment of the Series 2021 Bonds, if material;
- (K) rating changes;

(L) bankruptcy, insolvency, receivership, or similar event of the City;

(M) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action, or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(N) appointment of a successor or additional trustee or the change of name of a trustee, if material;

(O) incurrence of a financial obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the City, any of which affect security holders, if material; and

(P) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the financial obligation of the City, any of which reflect financial difficulties.

As used herein, for those events that must be reported if material, an event is “material” if it is an event as to which a substantial likelihood exists that a reasonably prudent investor would attach importance thereto in deciding to buy, hold or sell a Series 2021 Bond or, if not disclosed, would materially alter the total mix of information otherwise available to an investor from the Official Statement or information generally available to the public. Notwithstanding the foregoing sentence, an event is also “material” if it is an event that would be deemed material for purposes of the purchase, holding or sale of a Series 2021 Bond within the meaning of applicable federal securities laws, as interpreted at the time of discovery of the occurrence of the event.

For purposes of paragraphs (O) and (P) above, the term “financial obligation” means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of either (i) or (ii). A “financial obligation” does not include municipal security for which a final official statement has been provided to the MSRB consistent with the Rule.

(iii) In a timely manner the City will provide notice of the occurrence of any of the following events or conditions:

(1) the failure of the City to provide the Disclosure Information described under paragraph (b)(i) hereof at the time specified thereunder;

(2) the amendment or supplementing of the Continuing Disclosure Undertaking pursuant to paragraph (d) hereof, together with a copy of such amendment or supplement and any explanation provided by the City; and

(3) any change in the fiscal year of the City.

(c) Manner of Disclosure. The City agrees to make available the information described in paragraph (b) hereof:

(i) to the MSRB through EMMA in an electronic format as prescribed by the MSRB;

(ii) to any rating agency then maintaining a rating of the 2020 Bonds and, at the expense of such Bondowner, to any Bondowner who requests in writing such information at the time of the transmission under clause (i) above as the case may be, or, if such information is transmitted with a subsequent time of release, at the time such information is to be release; and

(iii) all documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

(d) Term; Amendments; Interpretation.

(i) The Continuing Disclosure Undertaking shall remain in effect until all Series 2021 Bonds have been paid or defeased under the Resolution.

(ii) Notwithstanding paragraph (d)(i) hereof, the Continuing Disclosure Undertaking (and the form and requirements of the Disclosure Information) may be amended or supplemented by the City from time to time, without notice to (except as provided under paragraph (b)(iii) hereof), or the consent of the Owners of any Series 2021 Bonds, by a resolution or ordinance of the City filed in the office of the recording officer of the City accompanied by an opinion of Bond Counsel, who may rely on certificates of the City and others and the opinion may be subject to customary qualifications, to the effect that: such amendment or supplement (a) is made in connection with a change in circumstances that arises from a change in law or regulation or a change in the identity, nature or status of the City or the type of operations conducted by the City, or (b) is required by, or better complies with, the provisions of paragraph (b)(5) of the Rule, assuming that such provisions apply to the Series 2021 Bonds. If the Continuing Disclosure Undertaking (and the form and requirements of the Disclosure Information) are so amended, the City agrees to provide, contemporaneously with the effectiveness of such amendment, an explanation of the reasons for the amendment and the effect, if any, of the change in the type of financial information or operating data being provided hereunder.

(iii) The Continuing Disclosure Undertaking is entered into as a continuing disclosure undertaking to provide continuing disclosure identical to that required by the continuing disclosure provisions of the Rule and should be construed so the Continuing Disclosure Undertaking would satisfy the requirements of paragraph (b)(5) of the Rule, assuming it was otherwise applicable to the Series 2021 Bonds.

(e) Further Limitation of Liability of City. None of the agreements or obligations of the City contained in this Continuing Disclosure Undertaking shall be construed to constitute an indebtedness of the City within the meaning of any constitutional or statutory provisions whatsoever or constitute a pledge of the general credit or taxing powers of the City.

Dated September 29, 2021.

CITY OF GREAT FALLS, MONTANA

By _____
City Manager

By _____
Fiscal Services Director