



**Planning Advisory Board/Zoning Commission
September 24, 2019 Agenda
2 Park Drive South, Great Falls, MT
Commission Chambers, Civic Center
September 24, 2019
3:00 PM**

OPENING MEETING

1. Call to Order 3:00 P.M.
2. Roll Call- Board Introductions

**Peter Fontana- Chair
Michael Wedekind- Vice Chair
Dave Bertelsen
Kelly Buschmeyer
Anthony Houtz
Tory Mills
Charles Pankratz
Samantha Shinaberger
Patrick VanWorth**

3. Recognition of Staff
4. Approval of Meeting Minutes - August 27, 2019

BOARD ACTIONS REQUIRING PUBLIC HEARING

5. Public Hearing – Annexation of Finlay’s Supplement to Prospect Park Addition, Lots 4-6, Block 10 and the adjoining right-of-way of 15th Street South and 22nd Alley South; establishing the City zoning classification of R-3 Single-family high density upon the described properties; and an amended plat to aggregate six lots.

BOARD ACTIONS NOT REQUIRING PUBLIC HEARING

6. Buffalo Crossing TIF Funding Application.

COMMUNICATIONS

7. Next Meeting Agenda - Tuesday, October 8, 2019
-None
8. Petitions & Applications Received
- None

PUBLIC COMMENT

ADJOURNMENT

**MINUTES OF THE MEETING
OF THE
GREAT FALLS PLANNING ADVISORY BOARD/ZONING COMMISSION
August 27, 2019**

CALL TO ORDER

The regular meeting of the Great Falls Planning Advisory Board/Zoning Commission was called to order by Chair Pete Fontana at 3:00 p.m. in the Commission Chambers of the Civic Center.

ROLL CALL & ATTENDANCE

Planning Board Members present:

- Pete Fontana, Chair
- Michael Wedekind, Vice Chair
- Kelly Buschmeyer
- Anthony Houtz
- Charles Pankratz
- Samantha Shinaberger

Planning Board Members absent:

- Dave Bertelsen
- Tory Mills
- Patrick VanWorth

Planning Staff Members present:

- Craig Raymond, Director P&CD
- Tom Micuda, Deputy Director P&CD
- Andrew Finch, Sr. Transportation Planner
- Lonnie Hill, Planner I
- Alaina Mattimiro, Planner I

Other Staff present:

- Joseph Cik, Assistant City Attorney
- Lisa Kuntz, City Clerk

Mr. Raymond affirmed a quorum of the Board was present, and announced the resignation of Administrative Assistant Connie Tryon. Mr. Micuda introduced two new staff members, Alaina Mattimiro and Lonnie Hill. Finally, in answer to a question from Chair Fontana, Mr. Raymond confirmed the resignation of Dave Dobbs, City Engineer.

MINUTES

Chair Pete Fontana asked if there were any comments or corrections to the minutes of the meeting held on July 9, 2019. Seeing none, Mr. Pankratz moved to approve the minutes. Ms. Shinaberger seconded, and all being in favor, the minutes were approved.

BOARD ACTIONS NOT REQUIRING PUBLIC HEARING

FEDERAL FISCAL YEAR (FFY) 2020 UNIFIED PLANNING WORK PROGRAM

Mr. Finch first reviewed the Transportation Planning process for new board members. Following the overview of the process, Mr. Finch gave the highlights of the 2020 Unified Planning Work Program, emphasizing it lays out the staff for the Planning division, everything they'd be working on and what monies they'd be using to do the work during the next fiscal year. He further noted that it also includes the work the Transit District would be performing for the next fiscal year, as there are federal dollars that are passed through to the District.

Mr. Finch then gave a review of the major work activities. He outlined the North Great Falls Transportation Study, giving reasons for the Study and how it will help plan for transportation growth in the area. Second, he mentioned the Fox Farm Rd. Study, which would be a mini-corridor study on Fox Farm Rd. to see if it could be operationally improved. Finally, he mentioned a departmental emphasis on reviewing the community's long range plans now that additional staff are on board.

Mr. Pankratz inquired about the Code Enforcement activity, and asked if it was one person that was funded with the proposed 52 weeks of work. Mr. Finch affirmed it was one staff position – Heather Rohlf, the Department's Code Enforcement Officer. He also mentioned the Historic Preservation Officer position was similar, and Mr. Micuda informed the Board that Kate McCourt has filled that position, hired in January.

BOARD DISCUSSION AND ACTION

MOTION: That the Planning Advisory Board approve the FFY 2020 Unified Planning Work Program inclusive of any minor changes to respond to FHWA/FTA comments.

Made by: Mr. Pankratz
Second: Ms. Buschmeyer

VOTE: All in favor, the motion carried.

COMMUNICATIONS

Policy Coordinating Committee Meeting, August 28, 2019 –Ms. Buschmeyer volunteered to represent the Board at the meeting.

Next Meeting Agenda – Tuesday, September 10, 2019

- None

Petitions & Applications Received:

- None

PUBLIC COMMENT

There was no public comment.

ADJOURNMENT

There being no further business, Chair Pete Fontana adjourned the meeting at 3:20 p.m.

CHAIR

SECRETARY



Agenda #: _____
Commission Meeting Date: September 24, 2019

CITY OF GREAT FALLS

PLANNING ADVISORY BOARD / ZONING COMMISSION AGENDA REPORT

Item: Public Hearing – Annexation of Finlay’s Supplement to Prospect Park Addition, Lots 4-6, Block 10 and the adjoining right-of-way of 15th Street South and 22nd Alley South; establishing the City zoning classification of R-3 Single-family high density upon the described properties; and an amended plat to aggregate six lots.

Initiated By: Mowry K. Yearout, Owner

Presented By: Erin Borland, Planner III, Planning and Community Development

Action Requested: Recommendation to the City Commission.

Public Hearing:

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

Suggested Motion:

Board Member moves:

I. “I move that the Planning Advisory Board recommend the City Commission (approve/deny) the annexation of the Subject Properties as legally described in the Staff Report, and the accompanying Findings of Fact/Basis of Decision, subject to the Conditions of Approval being fulfilled by the applicants.”

And;

II. “I move that the Zoning Commission recommend the City Commission (adopt/deny) an ordinance to assign a zoning designation of R-3 Single-family high density upon the Subject Properties as legally described in the Staff, after annexation of same.”

And;

III. “I move that the Planning Advisory Board recommend the City Commission (approve/deny) the amended plat aggregating the subject properties as legally described in the Staff Report, and the accompanying Findings of Fact/Basis of Decision, subject to the Conditions of Approval being fulfilled by the applicant.”

Chairman calls for a second, discussion, and calls for the vote.

Background:

Finlay's Supplement to Prospect Park is an old subdivision that dates back to the 1890's. The applicant currently owns six lots, three of which are located within City limits and three that are still in the County jurisdiction. The properties are served by City water and a septic tank that is located on the County parcels. In order to sell the property, the owner has petitioned to annex the three parcels in the County and then aggregate all six parcels together.

Annexation Request:

The subject properties proposed for annexation are legally described as Finlay's Supplement to Prospect Park Addition, Lots 4-6, Block 10 and the adjoining right-of-way of 15th Street South and 22nd Alley South. As stated previously, the property owner is petitioning to annex the three lots that currently reside in the County jurisdiction in order to sell the property as a whole.

The basis for decision on annexation is listed in Official Code of the City of Great Falls § 17.16.7.050 of the Land Development Code. The recommendation of the Planning Advisory Board and the decision of City Commission shall at a minimum consider the criteria which are attached as Findings of Fact - Annexation. From the staff's perspective, extending the City's municipal boundary to match property ownership makes sense. Although the City is only providing water service to the properties and street services are minimal because the adjoining street is not yet paved and curbed, no new development is being proposed that would stress City service levels. Due to the fact that a City sewer main is several blocks away and cannot be feasibly extended, staff is willing to support a petition for annexation without connection to the City sewer system. However, such a connection would need to be made in the future when the relatively new septic system eventually is not usable.

Establishment of Zoning:

The subject properties of the annexation are proposed to have R-3 Single-family high-density zoning. Although the aggregated lots will be larger than normal, this zoning category was selected because it corresponds to the existing zoning classification of the surrounding lots of Finlay's Supplement. The applicant's three lots that are already located within the City are also zoned R-3.

The basis for decision on zoning map amendments is listed in OCCGF §17.16.40.030. The recommendation of the Zoning Commission and the decision of City Commission shall at a minimum consider the criteria which are attached as Findings of Fact – Zoning Map Amendment.

Non-Administrative Plat:

In order to ease financing for the sale, the six lots are proposed to be aggregated together. The draft amended plat showing the aggregation has been attached for review. The proposed plat requires Planning Advisory Board and City Commission review due to Montana Code Annotated (MCA) 76-3-207 (2) (a) which states:

"within a platted subdivision filed with the county clerk and recorder, a division, redesign, or rearrangement of lots that results in an increase in the number of lots or that redesigns or rearranges six or more lots must be reviewed and approved by the governing body before an amended plat may be filed with the county clerk and recorder."

Staff has prepared Findings of Fact based on the criteria for a subdivision. The recommendation of the Planning Advisory Board and the decision of City Commission shall at a minimum consider the criteria which are attached as Findings of Fact/Basis of Decision – Subdivision.

Neighborhood Council Input:

The subject properties are located in Neighborhood Council #6. Because of the minor nature of this request, the applicant's petition has not been formally presented to Council #6. Rather, information will be sent to the Neighborhood Council prior to the City Commission hearing. Public Notice for the Planning Advisory Board/Zoning Commission Public Hearing was published in the *Great Falls Tribune* on September 8, 2019. To date, staff has not received any inquiries on the proposal.

Concurrences:

Representatives from the City's Public Works and Engineering Departments have been involved throughout the review and approval process for this project. Both departments concur with the proposed annexation as well as how infrastructure requirements have been addressed in the attached Improvement Agreement.

Fiscal Impact: Because the proposed annexation is not associated with an actual development request and three of the six lots are already within City limits, there is no fiscal impact that will affect the City.

Staff Recommendation:

Staff recommends approval of the annexation, establishment of zoning, and the amended plat to aggregate the subject properties, with the following conditions of approval:

Conditions of Approval:

1. **General Code Compliance.** Development of the Subject Properties shall be consistent with the conditions in this report, and all codes and ordinances of the City of Great Falls, the State of Montana, and all other applicable regulatory agencies.
2. **Annexation Agreement:** The applicant shall execute and abide by the terms and conditions of their Revised Annexation Agreement for the subject properties. Said agreement must be signed by the applicant and will be recorded by the City. All applicable fees shall be paid.
3. **Amended Plat.** Provide a revised Amended Plat of the subject properties, showing the proposed aggregation and boundary line adjustments, containing all easements required by the City of Great Falls. The revised Plat shall incorporate corrections of any errors or omissions noted by Staff.
4. **Land Use & Zoning.** The development standards and land uses for the subject properties shall be consistent with the Official Code of the City of Great Falls (OCCGF).
5. **Subsequent modifications and additions.** If after establishment of the zoning, the owner proposes to expand or modify the use, buildings, and/or structures, the Director of the Planning and Community Development Department shall determine in writing if such proposed change would alter the finding for one or more review criteria. If such proposed changes would alter a finding, the proposal shall be submitted for review as a new development application. If such proposed change would not alter a finding, the owner shall obtain all other permits as may be required.

Alternatives:


The Planning Advisory Board/Zoning Commission could recommend denial of the annexation, establishment of zoning and the amended plat request to the City Commission. For this action, the Planning Advisory Board/Zoning Commission must provide separate Findings of Fact to support an alternative decision.


Attachments/Exhibits:

- Aerial Map
- Findings of Fact/Basis of Decision – Annexation
- Zoning Map
- Findings of Fact/Basis of Decision – Zoning Map Amendment
- Applicant Narrative
- Draft Amended Plat
- Findings of Fact/Basis of Decision – Subdivision
- Draft Revised Annexation Agreement

AERIAL MAP

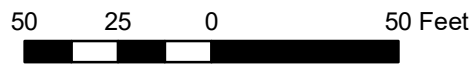


 Adjoining Right-of-way to be annexed

 LotLines

 Subject Properties

 Tracts of Land



FINDINGS OF FACT – ANNEXATION

Finlay’s Supplement to Prospect Park Addition, Lots 4-6, Block 10 and the adjoining right-of-way of 15th Street South and 22nd Alley South located in the S1/2 SW1/4 Section 18, T20N, R4E PMM, Cascade County, Montana.

PRIMARY REVIEW CRITERIA:

The basis for decision on annexation is listed in Official Code of the City of Great Falls §17.16.7.050 of the Land Development Code. The recommendation of the Planning Advisory Board and the decision of City Commission shall at a minimum consider the following criteria:

1. The subject property is contiguous to the existing City limits.

The subject properties are contiguous to the existing City limits, with previously annexed property being present to the north and west of the proposed annexation area.

2. The proposed annexation is consistent with the City's growth policy.

The proposed annexation is consistent with the overall intent and purpose of the 2013 City Growth Policy Update. Additionally the annexation specifically supports the following policies:

Soc1.4.12 When annexing land for residential development, consider the timing, phasing and connectivity of housing and infrastructure development.

Phy4.3.2 Plan for the provision of appropriate infrastructure improvements, where needed, to support development.

Phy4.2.5 Promote orderly development and the rational extension of infrastructure and City services.

Phy4.3.7 Manage public facilities maintenance and improvements in a fiscally responsible manner.

3. The proposed annexation is consistent with applicable neighborhood plans, if any.

Great Falls is separated into nine Neighborhood Councils. There are no adopted Neighborhood Plans for any of the Councils within the City. The subject properties are located adjacent to Neighborhood Council #6. Due to the small annexation that will bring the rest of the property that is owned by the applicant into the city limits, and the time sensitivity of the proposal, information will be sent via email to the Neighborhood Council prior to the City Commission hearing.

4. The proposed annexation is consistent with other planning documents adopted by the City Commission, including a river corridor plan, transportation plan, and sub-area plans.

The subject property does not lie within any adopted plan or sub-area planning areas.

5. The City has, or will have, the capacity to provide public services to the subject property.

The subject properties are part of six lots owned by the applicant. Lots 1-3 have been previously annexed into the City and are connected to the existing water main located in 21st Avenue South. The properties proposed for annexation currently operate with an existing septic tank that feeds the residence located in the City limits. Due to the lack of sewer main in this area, the revised Annexation Agreement will allow the applicant to keep the existing septic until it fails. At such time, the applicant will be required to connect to the City sewer system.

6. The subject property has been or will be improved to City standards.

The adjoining right-of-way of 21st Avenue South, 15th Street South and 22nd Alley South are unimproved City streets and alleys. This is relatively rare but not unprecedented for areas located within the City's boundary. In this particular instance, it is not feasible for the property owner to absorb the cost of installing these improvements. Additionally, such improvements would be completely incompatible with nearby rights of way. When the City deems it necessary, the roads will be brought up to City standards as part of a larger capital project – with property owners contributing proportionate share for these improvements.

7. The owner(s) of the subject property will bear all of the cost of improving the property to City standards and or/ the owner(s) has signed an agreement waiving the right of protest to the creation of a special improvement district created to pay, in whole or in part, any necessary improvement.

An Annexation Agreement has been revised from the original agreement for the adjoining property that is owned by the applicant. This agreement addresses the various improvements and any special improvement districts. This agreement has been attached to the report.

8. The subject property has been or will be surveyed and officially recorded with the County Clerk and Recorder.

The subject properties have been surveyed as part of the proposal in order to aggregate the six lots together and will be recorded with the County Clerk and Recorder.

9. The City will provide both water and sewer service to each of the uses in the subject property that may require potable water and waste water treatment and disposal.

As previously mentioned, the property is already serviced by City water and will be allowed to remain on a septic system until it fails.

10. The subject property is not located in an area the City Commission has designated as unsuitable for annexation.

The subject property is not located in an area the City Commission has designated as unsuitable for annexation.

11. The subject property is not located in another city or town. (See: 7-2-4608 (1), MCA)

The subject property is not located in another city or town.

12. The subject property is not used in whole or in part for agriculture, mining, smelting, refining, transportation, or any other industrial or manufacturing purpose or any purpose incidental thereto. (See: 7-2-4608 (2), MCA)

The subject property is not used for the uses listed above. The properties to the north, south, east and west are residential uses in both the City and County jurisdictions.



~~8-22-19~~

My mother, Mowry K. Yearout, owns the property at 1500 21st Ave South. It is six lots and includes the address of 1508 21st Ave South. Three of these lots are city and the other three are county. She is on city water and a septic system. The manufactured home is on a foundation which is on one of the city lots. Her septic system tank was installed on a county lot, and runs across to her house. We are in the process of selling her house and the split between city and county lots is making this a difficult task as far as financing goes. We would like all 6 lots under the same jurisdiction.

Thank You


A handwritten signature in blue ink, appearing to read "Laura Girard". The signature is fluid and cursive.

Laura Girard,
POA for Mowry K Yearout

ZONING MAP




Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community


 Adjoining Right-of-way to be annexed

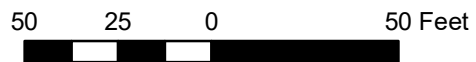
 LotLines

 Subject Properties

 R-3 Single-family High Density

U Unincorporated Enclave

 Tracts of Land



FINDINGS OF FACT – ZONING MAP AMENDMENT

Finlay’s Supplement to Prospect Park Addition, Lots 4-6, Block 10 and the adjoining right-of-way of 15th Street South and 22nd Alley South located in the S1/2 SW1/4 Section 18, T20N, R4E PMM, Cascade County, Montana.

PRIMARY REVIEW CRITERIA:

The basis for decision on zoning map amendments is listed in Official Code of the City of Great Falls §17.16.40.030 of the Land Development Code. The recommendation of the Zoning Commission and the decision of City Commission shall at a minimum consider the following criteria:

1. The amendment is consistent with and furthers the intent of the City's growth policy.

The proposed zoning assignment of R-3 Single-family high density is consistent with the overall intent and purpose of the 2013 City Growth Policy Update. Additionally the policies that this establishment of zoning is consistent with include:

Social - Housing

Soc1.4.12 When annexing land for residential development, consider the timing, phasing and connectivity of housing and infrastructure development.

Physical - Land Use

Phy4.2.5 Promote orderly development and the rational extension of infrastructure and City services.

Phy4.3.2 Plan for the provision of appropriate infrastructure improvements, where needed, to support development.

The Growth Policy identifies that Great Falls embodies balanced, compatible growth; the approval of the annexation with the establishment of R-3 zoning will create balanced growth that is compatible with the adjacent properties as well as carry out the vision of the adjacent zoning districts surrounding the property.

2. The amendment is consistent with and furthers adopted neighborhood plans, if any.

Great Falls is separated into nine Neighborhood Councils. There are no adopted Neighborhood Plans for any of the Councils within the City. The subject properties are located adjacent to Neighborhood Council #6. Due to the small annexation that will bring the rest of the property that is owned by the applicant into the city limits and establish consistent zoning, and the time sensitivity of the proposal, information will be sent via email to the Neighborhood Council prior to the City Commission hearing.

3. The amendment is consistent with other planning documents adopted by the City Commission, including the river corridor plan, transportation plan and sub-area plans.

The subject property does not lie within any adopted planning or sub-area planning areas.

4. The code with the amendment is internally consistent.

The proposed establishment of zoning not in conflict with any portion of the existing City Code and will be consistent with the adjacent existing zoning. The existing single-family home fits in with the context of the neighborhood based on the surrounding single family homes adjacent to the property. The proposal will not be injurious to the use and enjoyment of other property in the immediate vicinity, nor substantially diminish and impair property values in the neighborhood.

5. The amendment is the least restrictive approach to address issues of public health, safety, and welfare.

There are no existing public health, safety, or welfare issues that have been identified for these properties. The existing home is serviced by City water and the existing septic is to remain until failure. The zoning assignment has no impact on these issues.

6. The City has or will have the financial and staffing capability to administer and enforce the amendment.

The City has the financial and staffing capability to enforce the amendment if it is approved.

FINDINGS OF FACT/BASIS OF DECISION – MONTANA SUBDIVISION AND PLATTING ACT

Finlay’s Supplement to Prospect Park Addition, Lots 4-6, Block 10 and the adjoining right-of-way of 15th Street South and 22nd Alley South located in the S1/2 SW1/4 Section 18, T20N, R4E PMM, Cascade County, Montana.

(PREPARED IN RESPONSE TO 76-3-608(3) MCA)

PRIMARY REVIEW CRITERIA:

Effect on Agriculture and Agricultural Water User Facilities: The owner of the subject properties has proposed to aggregate six lots located in the subdivision. The existing lots consist of a residence with a detached garage. Thus, the proposal will not interfere with any agricultural irrigation system or present any interference with agricultural operations in the vicinity.

Effect on Local Services: Lots 1-3 have been previously been annexed into the City and are connected to the existing water main located in 21st Avenue South. The properties proposed for annexation and aggregation; currently operate with an existing septic tank that feeds the residence located in the City limits. Due to the lack of sewer main in this area, the applicant is approved to keep the existing septic until it fails. A portion of the proposed aggregated lots is currently receiving law enforcement and fire protection service from the City of Great Falls. Providing these services to the newly aggregated property is expected to be a manageable cost to the City.

Effect on the Natural Environment: There is no development proposal currently for the properties, therefore it is not expected to adversely affect soils or the water quality or quantity of surface or ground waters.

Effect on Wildlife and Wildlife Habitat: The proposed lots to be aggregated contain an existing residence and are surrounded to the north, east, and west by residential uses. This is not in an area of significant wildlife habitat beyond occasional migrating fowl.

Effect on Public Health and Safety: Based on available information, the proposed lots to be aggregated are not subject to abnormal natural hazards nor potential man-made hazards. Any proposed development of the properties will not have a negative effect on Public Health and Safety. As noted above, the proposed site already receives City public safety services.

REQUIREMENTS OF MONTANA SUBDIVISION AND PLATTING ACT, UNIFORM STANDARDS FOR MONUMENTATION, AND LOCAL SUBDIVISION REGULATIONS

The lots in the proposed aggregation meet the requirements of the Montana Subdivision and Platting Act and the surveying requirements specified in the Uniform Standards for Monumentation and conforms to the design standards specified in the local subdivision regulations. The local government has complied with the subdivision review and approval procedures set forth in the local subdivision regulations.

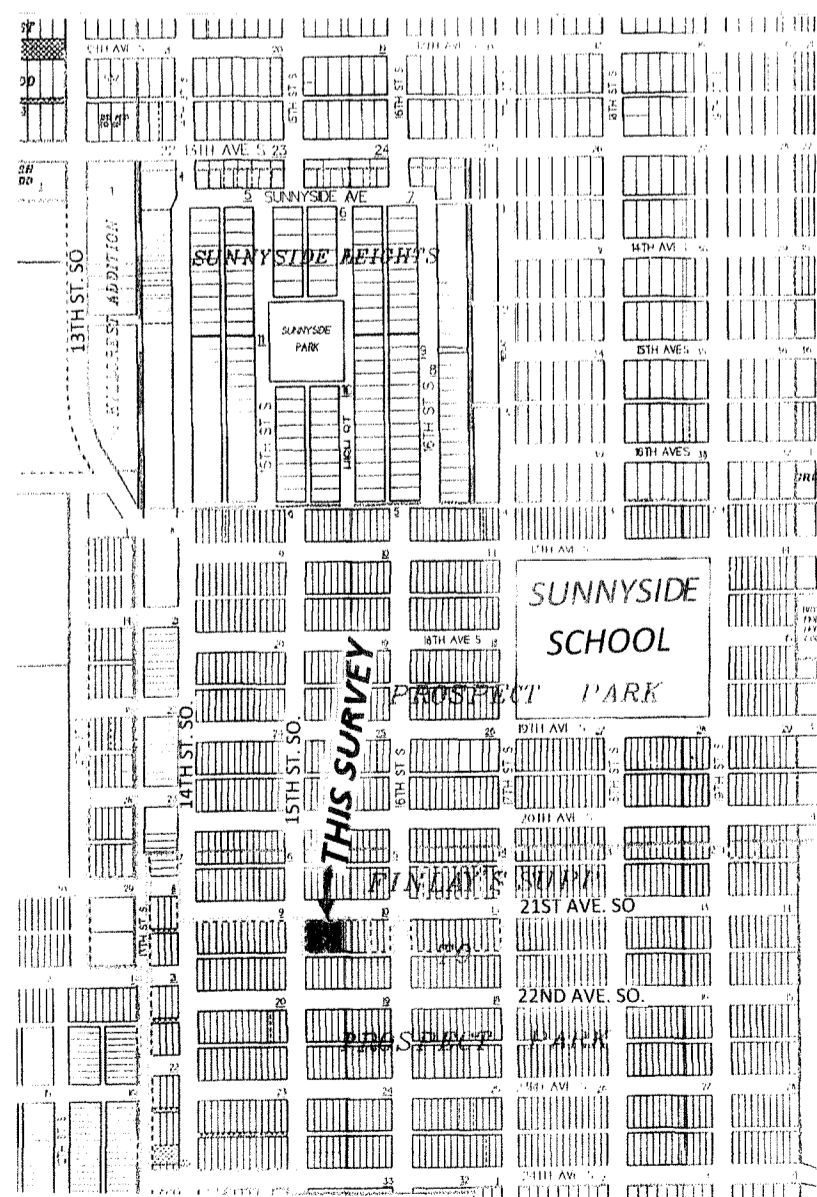
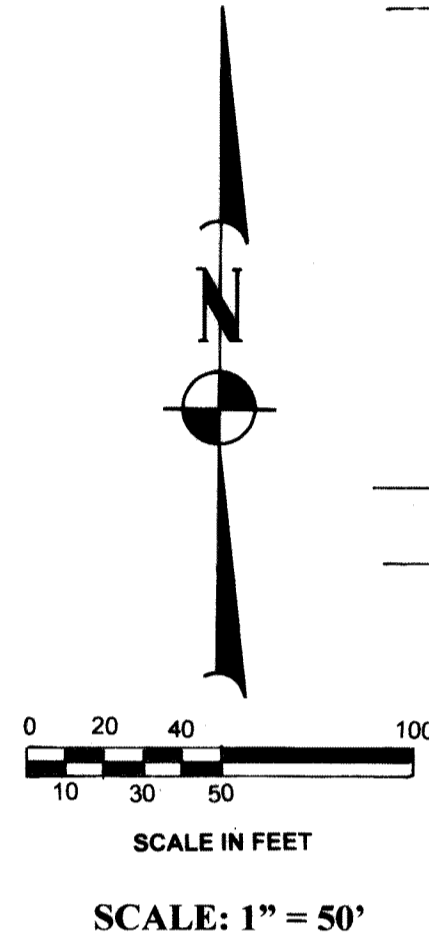
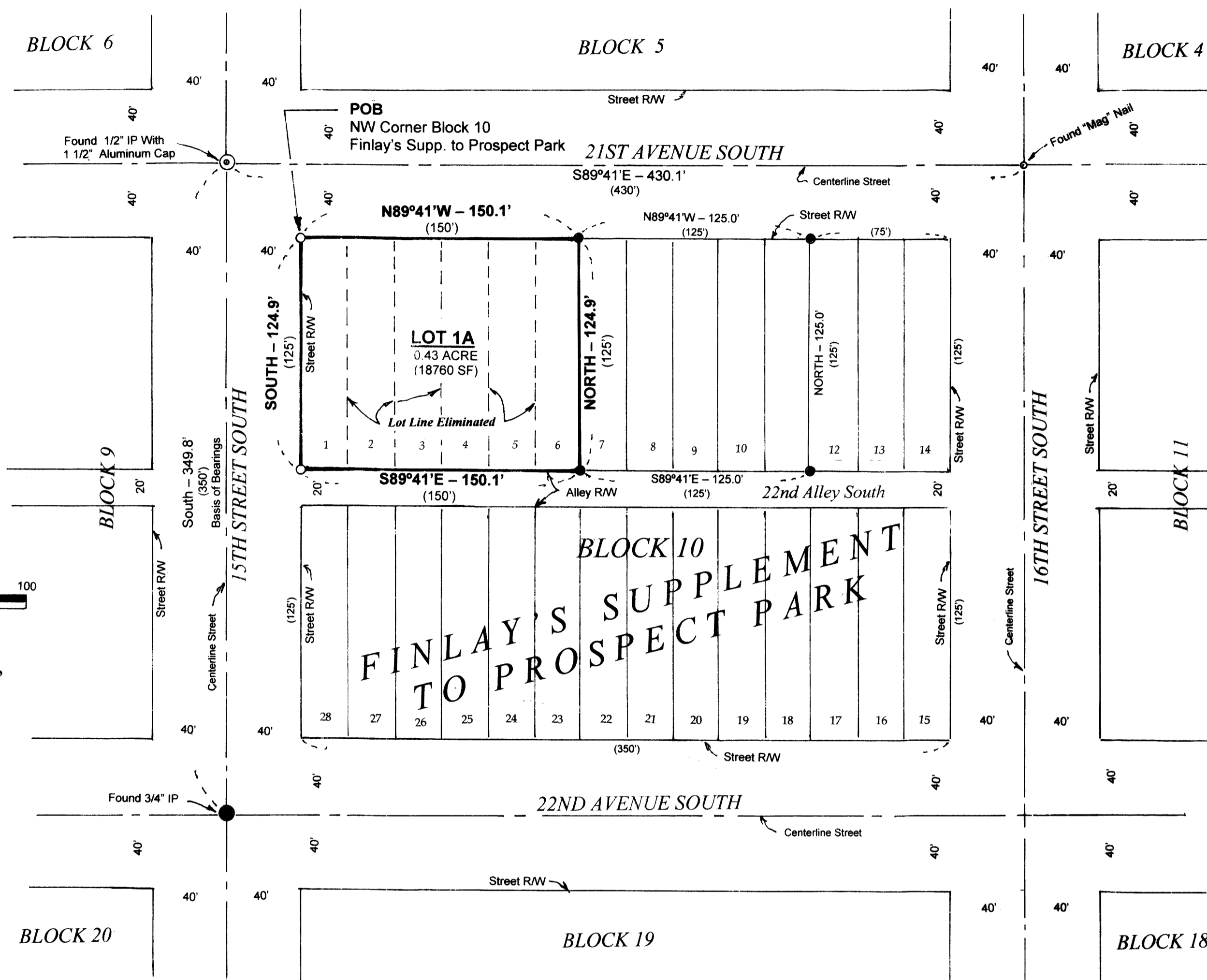
EASEMENT FOR UTILITIES

The applicant shall provide necessary utility easements to accommodate water mains and private utilities to serve the lots.

LEGAL AND PHYSICAL ACCESS

Legal and physical access to the proposed development will be from 21st Avenue South and 15th Street South. These are all existing gravel roads that are currently or proposed to be in City limits and are maintained by the City of Great Falls.

**Amended Plat Of
Lots 1 Through 6, Block 10,
Finlay's Supplement To Prospect Park
Addition To Great Falls,
A Subdivision in the South 1/2 Southwest 1/4 Section 18,
Township 20 North, Range 4 East, P.M.M.,
Cascade County, Montana.**



LOCATION MAP
NO SCALE

LEGEND

- Set 5/8" x 24" IP With YPC "HODGES 4593ES"
- Found 5/8" IP With YPC "LINDSETH 8644S"
- () Record Per Plat of Finlay's Supplement to Prospect Park
- IP Iron Pin (Rebar)
- POB Point of Beginning
- RMW Right of Way
- YPC Yellow Plastic Cap

NOTES:

1. It was not the intent of this survey to locate or show all easements which may affect the subject property.
2. Basis of Bearings: Centerline of 15th Street South between found monuments at the intersections of the centerlines of 21st Avenue South and 22nd Avenue South. Assumed bearing to be North - South.
3. "Finlay's Supplement to Prospect Park" refers to the plat titled "Finlay's Supplement to Prospect Park An Addition to Great Falls, Mont."

DATES OF SURVEY: August 16 -17, 2019

Total Area Lot = 18,760 SF (0.43 Acre)
TOTAL AREA = 18,760 SF (0.43 Acre)

CERTIFICATE OF PUBLIC WORKS DIRECTOR

I, Jim Rearden, Public Works Director for the City of Great Falls, do hereby certify that I examined the accompanying plat of the **Amended Plat Of Lots 1 through 6, Block 10, Finlay's Supplement to Prospect Park Addition to Great Falls** and the survey it represents, found that same conforms to regulations governing the platting of lands and presently platted adjacent land as near as circumstances will permit and do hereby approve the same.

Date: _____

Jim Rearden, Public Works Director
City of Great Falls, Montana

CERTIFICATE OF GREAT FALLS PLANNING BOARD

We, the undersigned President of the Great Falls Planning Board, City of Great Falls, Montana, and Secretary of said Great Falls Planning Board, do hereby certify that the accompanying plat of the **Amended Plat Of Lots 1 through 6, Block 10, Finlay's Supplement to Prospect Park Addition to Great Falls**, was submitted to the said Great Falls Planning Board for examination by them and was approved at a regular meeting held on the _____ day of _____, 20____.

Peter Fontana, President
Great Falls Planning Board

Craig Raymond, Secretary
Great Falls Planning Board

CERTIFICATE OF CITY COMMISSION

I, Gregory T. Doyon, City Manager of the City of Great Falls, Montana, do hereby certify that the accompanying plat of the **Amended Plat Of Lots 1 through 6, Block 10, Finlay's Supplement to Prospect Park Addition to Great Falls**, was duly examined and approved by the City Commission of the City of Great Falls, Montana, at a regular meeting held on the _____ day of _____, 20____.

Gregory T. Doyon, City Manager
City of Great Falls, Montana

CERTIFICATE OF SURVEY

The undersigned property owner does hereby certify that she has caused Lots 1 through 6, Block 10, Finlay's Supplement to Prospect Park An Addition to Great Falls, Mont., according to the plat filed in the Clerk and Recorder's Office, Cascade County, Montana, to be surveyed and aggregated into one lot.

DESCRIPTION: A tract in the South 1/2 Southwest 1/4 Section 18, Township 20 North, Range 4 East, P.M.M., Cascade County, Montana, said tract consisting of Lots 1 through 6, Block 10, Finlay's Supplement to Prospect Park An Addition to Great Falls, Mont., and being more fully described as follows:
Beginning at the northwest corner of Block 10, Finlay's Supplement to Prospect Park; thence South 124.9 feet along the west line of said Block 10 to the north right of way line of 22nd Alley South; thence South 89°41' East 150.1 feet along the north right of way line of 22nd Alley South to the southeast corner of Lot 6, Block 10, Finlay's Supplement to Prospect Park; thence North 124.9 feet along the east line of Lot 6, Block 10, Finlay's Supplement to Prospect Park to the north line of Block 10, Finlay's Supplement to Prospect Park; thence North 89°41' West 150.1 feet along said north line of Block 10 to the Point of Beginning; containing 0.43 acres; and to be known and designated as **Amended Plat Of Lots 1 through 6, Block 10, Finlay's Supplement to Prospect Park Addition to Great Falls**.

I certify that the purpose of this survey was to aggregate lots; therefore this division of land is exempt from review as a subdivision pursuant to Section 76-3-207 (1)(f), M.C.A.: "aggregation of parcels or lots when a certificate of survey or subdivision plat shows that the boundaries of the original parcels have been eliminated and the boundaries of a larger aggregate parcel are established. A restriction or requirement on the original platted lot or original unplatted parcel continues to apply to those areas." Furthermore, I certify that this division of land is excluded from review by the Montana Department of Environmental Quality pursuant to 17.36.605(3) ARM: "Aggregations of parcels are not subdivisions subject to review, except that an aggregation is subject to review under 76-4-130, MCA, if any parcel included in the aggregation has a previous approval issued under Title 76, chapter 4, part 1, MCA."

Date: _____

MOWRY YEAROUT

STATE OF MONTANA)

County of Cascade) ss

On this _____ day of _____, 20____, before me, _____, a Notary Public in and for the State of Montana, personally appeared Mowry Yearout, known to me to be the person who executed the foregoing Certificate of Survey and she acknowledged to me that she executed the same.

Notary Public, State of Montana
Residing at: _____
My Commission expires: _____

CERTIFICATE OF SURVEYOR

I, James E. Hodges, Professional Engineer and Land Surveyor, do hereby certify that I made the survey as shown on this plat and that said survey is true and complete as shown.

Date: _____

James E. Hodges, P.E. & L.S.
Montana License No. 4593ES

CERTIFICATE OF TREASURER

I, Diane Heikkila, County Treasurer of Cascade County, Montana, do hereby certify pursuant to 76-3-207(3), M.C.A. that all real property taxes assessed and levied on the land described herein have been paid.

Date: _____

Diane Heikkila, Treasurer

**REVIEWED FOR COMPLIANCE WITH
SURVEY REQUIREMENTS AND ZONING
REGULATIONS PER 76-3-207 M.C.A.**

By/Date: _____
PLANNING AND COMMUNITY
DEVELOPMENT DEPARTMENT
CITY OF GREAT FALLS



CITY-COUNTY HEALTH DEPT
Great Falls, Montana
Exempt From Health Dept. Review
Date: _____
By: _____

**Owner:
MOWRY YEAROUT**

**Survey For:
Wanda Ulmen & Melvin Wayne Hucks**

JAMES E. HODGES
Professional Engineer & Land Surveyor
Great Falls, Montana

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Job No.	2019-10	Sheet	1
F.B. No.	LL	Of	1
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Date	8/20/19		

DRAFT

AMENDED ANNEXATION AGREEMENT
FOR
LOTS 1 – 6, BLOCK 10,
FINLAY’S SUPPLEMENT TO PROSPECT PARK

1. PREFACE

The following is a binding Annexation Agreement dated this _____ day of _____, 2019, between Mowry K. Yearout, residing in Great Falls, Cascade County, Montana, hereinafter referred to as “OWNER”, and the **CITY OF GREAT FALLS, MONTANA**, a municipal corporation of the State of Montana, hereinafter referred to as “CITY”, regarding the requirements for the annexation into the corporate limits of the City of **LOTS 4 THROUGH 6, BLOCK 10, FINLAY’S SUPPLEMENT TO PROSPECT PARK**, an Addition to Great Falls, Cascade County, Montana, hereinafter referred to as “LOTS”. This Agreement shall amend and supplement a previous Annexation Agreement dated January 17, 1989, which specified requirements for the annexation of Lots 1 through 3 in the above subdivision.

2. SUPPORTING DOCUMENTS

- A. The amended plat of Lots 1 through 6, Block 10, Finlay’s Supplement to Prospect Park Addition to aggregate the 6 lots.
- B. The plat of Finlay’s Supplement to Prospect Park, an Addition to Great Falls, Cascade County, Montana, recorded in the office of the Cascade County Clerk and Recorder on August 28th, 1898.

3. FEES AND CHARGES

- A. Owner shall pay the following fees as provided by City policy and resolution:
 - a. Storm Drain Fee (\$250/acre x 0.215 acres) \$53.75

b. Recording fees for Annexation Agreement and Resolution (\$7 per page x 3 pages) \$21.00

Total Fees paid by applicant to City: \$74.75

Fees paid by applicant are in addition to the \$500 application fee for Annexation, \$2,000 for Zoning Map Amendment, and \$1,000 for a Non-Administrative Plat, which have been paid prior to this Annexation Agreement.

- B. The total fees summarized in Section A above shall be paid to the City no later than thirty (30) calendar days after City Commission action to annex the Subject Property into the City.
C. The absence of any fee in this Agreement that is lawfully charged by the City in connection with construction activity associated with the Subject Property shall not constitute a waiver by the City.

4. STORM DRAINAGE

Owner hereby waives its right to protest and appeal any future special improvement district for storm drainage facilities, affecting the drainage area in which Lots are located, lawfully created in accordance with the laws of the State of Montana.

5. PUBLIC ROADWAY LIGHTING

Owner hereby agrees to waive its right to protest and appeal any future special lighting district for public roadway lighting facilities in the area in which the Lots are located, lawfully created in accordance with the laws of the State of Montana.

6. ROADWAY IMPROVEMENTS

Owner hereby waives its right and appeal to protest any future special improvement district(s) for pavement, curb and gutter and sidewalk in those portions of the 21st Avenue South and 15th Street South abutting Lots, lawfully created in accordance with the laws of the State of Montana; and Owner shall pay its proportionate share of the costs of said paving, curb and gutter and sidewalk whether the same is installed with or without a special improvement district.

7. SANITARY SEWER SERVICE IMPROVEMENTS

Owner hereby waives its right to protest and appeal any future special improvement district for extension of the City sanitary sewer system to serve Lots, lawfully created in accordance with the laws of the State of Montana; and Owner shall pay its proportionate share of the costs of said sanitary sewer system whether installed with or without a

special improvement district. At the time of the failure of the existing drain field or septic tank, the Owner is required to connect to City sewer and abandon the drain field or septic tank in accordance with the then-existing Cascade County Health Department and City of Great Falls or other applicable requirements.

8. MAINTENANCE DISTRICTS

Owner hereby agrees to waive its right to protest and appeal any maintenance district (including, but not limited to, dust palliative and fire hydrant) created by **City** and further agrees to pay its proportionate share of the costs associated with said maintenance districts.

9. OWNER’S REPRESENTATIONS

Lots, which are the subject of this agreement, are contiguous to **City**, are not included within the boundary of any other incorporated municipality; and will not, upon annexation to **City**, be a part of any fire district existing or organized under any of the provisions of Chapter 33, Title 7 of the Montana Code Annotated.

10. CITY’S ACCEPTANCE AND ZONING

In consideration of the terms of this Agreement, the City hereby accepts the property contained within **Lots** as R-3 Single-family High Density.

11. BINDING EFFECT

The provisions, covenants, and terms of this Agreement shall run with the land and bind the present owners, their devisees, heirs, successors, and assigns; and any and all parties claiming by, through, or under them, shall be taken to agree and covenant with each of the parties to the Agreement, their devisees, heirs, successors and assigns, to conform to the provisions, covenants and terms of this Agreement.

12. OTHER PROVISIONS REMAINING

All other conditions and provisions of the Annexation Agreement dated January 17, 1989 remain in full force and effect, and are hereby ratified and affirmed by the parties.

THE CITY OF GREAT FALLS, MONTANA

A Municipal Corporation of the State of Montana

Gregory T. Doyon, City Manager

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

Notary Public for the State of _____

(NOTARIAL SEAL)

DRAFT



Agenda #: _____
Commission Meeting Date: _____

CITY OF GREAT FALLS
PLANNING ADVISORY BOARD / ZONING COMMISSION AGENDA REPORT

Item: Buffalo Crossing TIF Funding Application.

From: Holman Grain

Presented By: Brad Eatherly, Planner I, Planning and Community Development

Action Requested: Recommendation to the City Commission to approve the expenditure of \$350,600 of West Bank Urban Renewal Tax Increment Financing District funds for public infrastructure improvements associated with development of the Buffalo Crossing subdivision.

Suggested Motion:

1. Board Member moves:

“I move that the Planning Advisory Board recommend the City Commission (approve/deny) the expenditure of \$350,600 of West Bank Urban Renewal Tax Increment Financing District funds to assist with public infrastructure improvements associated with development of the Buffalo Crossing subdivision.”

2. Board Member calls for a second, discussion, and calls for the vote.

Background:

The West Bank Urban Renewal and Tax Increment Financing (TIF) District was adopted by the Great Falls City Commission in 2007 and encompasses property on the west bank of the Missouri River on either side of the Central Avenue West Bridge (Exhibit A). Within the West Bank Urban Renewal TIF District is the recently approved Buffalo Crossing subdivision that includes the existing Holman barrel building and six lots that were approved for subdivision by the City Commission on July 3, 2018. The purpose of creating the West Bank TIF was to address blighted conditions that had diminished the environmental, economic, and cultural well-being of the West Bank area over time and foster economic development, job creation, and improve the overall environmental quality.

Even before approval of the subdivision last year, representatives of the owner have talked to City staff about the possible use of TIF funds to address some significant site development costs as well as public infrastructure improvements that would be beneficial to both the City as well as the quality of the future development. In March of 2019, City staff met with the owner’s representatives to review the TIF application requirements as well as discuss potentially eligible site development and infrastructure projects. This meeting and subsequent discussions have led to the attached TIF application proposal further described in this agenda report.

Analysis:***TIF Application***

The applicant, Holman Grain, has submitted a TIF application for \$350,600 of TIF funds to address the following improvements to the Buffalo Crossing Addition:

- 1) Demolition of Existing Structures – The applicant is seeking TIF funds to demolish an existing loading dock on south side of the barrel vault building as well buildings on the west side of Bay Drive. Demolition of these buildings west of Bay Drive will facilitate the construction of a parking lot that will be needed to support new development on the six lots east of Bay Drive. The applicant requested TIF funding assistance to construct the parking lot, but City staff has determined that this private parking lot is not a supportable TIF expense. The TIF funding request for this item is \$74,000.
- 2) Relocate Overhead Power Lines – In order for development to occur on the Buffalo Crossing lots, the NorthWest Energy power lines on the East side of Bay Drive must be relocated to the West side. The TIF funding request for this item is \$140,000.
- 3) Bay Drive Sidewalk and Landscaping – The City requires certain public improvements to the City Right-of-Way as development occurs. The owners have committed to landscaping and sidewalks within the right-of-way before development occurs to improve the streetscape of the property. The TIF funding request for this item is \$81,000.
- 4) Trail Access – The development of the Buffalo Crossing Addition will incorporate a public access to the River’s Edge Trail that will serve those wishing to access the trail from Bay Drive. The TIF funding request for this item is \$27,600.
- 5) Civil Engineering Fees – An additional \$28,000 is being sought for final engineering design associated with the project.

The \$350,600 of TIF funds being requested is still a small percentage of the total cost of the project, which is estimated to be \$18,900,694 when all six lots are fully developed. If this request is approved, the relocation of the overhead power lines and the demolition of the existing building will occur this year with all other public improvements taking place over the Spring and Summer of 2020.

Review Criteria:***Preliminary Findings***

After thorough review and evaluation of the Project and infrastructure improvements, 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 increments 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 – Staff finds the proposed improvements including the relocation of the overhead power lines, the installation of sidewalks and landscaping within the right-of-way, and the trail access improvement are all eligible projects for TIF District funding and clearly benefit the West Bank TIF District. Having the power lines relocated will allow for a significantly improved streetscape along the six lots within the Buffalo Crossing Addition. Allowing better pedestrian access along Bay Drive and to the River’s Edge Trail will continue the City’s goals of improving active transportation and leveraging the Trail as a community recreation asset.

- 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 applicant’s request is clearly within the 10% cost threshold. The full development of the Buffalo Crossing Addition is estimated to be an \$18 million total investment and will continue the economic stimulus to the area that was initiated by the West Bank One and West Bank Landing developments. The property has long been an under-utilized area of riverfront property. By utilizing TIF funds to help defray costs, the project ultimately has better opportunity to generate the most economic development benefit.

- 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 – It is expected that the creation of new development with new commercial and residential uses will help significantly increase the tax increment generation for the West Bank TIF 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 – Currently, the properties that make up the Buffalo Crossing Addition create no employment opportunities for the district. When development occurs, construction jobs will be generated. Once development has occurred, each of the six lots could potentially have retail/office uses that will create permanent and part-time jobs.

- 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 Buffalo Crossing Addition includes the Holman barrel building that was in disrepair for some time and was required several years ago to be secured in order for the structure not to be considered a nuisance. The development of the property will allow the Holman barrel building to be adaptively re-used and will not only eliminate blight but significantly improve the condition of the

structure. The applicant has removed one underutilized building and is asking for funds to remove other structures and improve both the Buffalo Crossing property as well as lots on the west side of Bay Drive.

- 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 – Although the Holman building is not historically significant, it is a building eligible to receive designation. The restoration of a historic property, which will be aided by the developer capturing public funding, should be regarded as a significant boost to the local community.

- 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 – This project will have a positive impact on existing businesses and residents because it will draw more people to the area and enhance the streetscape as well as provide better access to the River’s Edge Trail. Construction of the development project will produce one of the few true riverfront projects in the City and leverage one of the City’s best natural assets.

- 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 – The vast majority of the cost of development will be borne by the Owner/Applicant. With the site having a former semi-industrial use in the past, using Brownfields grants could be a possibility for any environmental assessments or clean-up.

- 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 – The Applicant is working with a lending institution to ensure funds will be available for development. A potential buyer has significant interest in purchasing Lot 1 – the barrel building lot, and establishing a brewpub/restaurant.

- 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 applicant has done very little to no previous development within the City. However, the potential buyer of Lot 1 has had significant success and development experience.

- 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. The proposed construction schedule for the items listed within the application

will need to be completed by December 31, 2020, in order for the applicant to receive all the monies related to the second phase of infrastructure work.

- 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 - All taxes and assessments of the project property were required to be paid in order for the applicant to record the final subdivision plat in July, 2019.

Concurrences:

The Applicant's request for TIF funding has been reviewed by the City's Finance and Legal Departments, as well as the City's outside legal counsel from Dorsey & Whitney LLP.

Fiscal Impact:

There are adequate funds in the West Bank TIF District to fund the applicant's request. With that noted, the developer of the West Bank Landing project, Brad Talcott, has submitted a request for \$350,000 from the same City TIF fund to reimburse West Bank LLC for completion of Phase I and II improvements. Both of these requests will be evaluated by the City Commission later this year for developer reimbursement. Because the City's West Bank TIF fund only has a little over \$350,000, there is not enough money to simultaneously fund both requests at this time. However, the City does receive two annual payments into the TIF, one in December, 2019 and the other during mid-year 2020, that will allow funding of both requests through staggered payments. Subject to City Commission review, the City envisions the following funding sequence:

- \$350,000 of immediate payment to West Bank LLC, presuming approval by the City Commission
- Approximately, \$242,000 of reimbursement payment to the Buffalo Crossing applicant upon completion of Phase I improvements (powerline relocation and demolition work). The payment would occur after the City's 2019 TIF fund payment in December.
- Approximately, \$108,600 of reimbursement payment to the Buffalo Crossing applicant upon completion of Phase II improvements (trail access, Bay Drive sidewalk/landscaping). Payment would occur after the City's 2020 mid-year TIF fund payment.

Staff Recommendation:

Staff recommends approval of the proposed TIF funding request.

Alternatives:

The Planning Advisory Board/Zoning Commission could recommend denial of the TIF funding request to City Commission.

Attachments/Exhibits:

Draft Development Agreement
 West Bank Urban Renewal District Plan
 TIF Application
 West Bank Landing Tax Increment Financing Draw Request Letter

DRAFT 09/18/2019

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is dated as of [_____, 20__] (this “**Agreement**”), among the CITY OF GREAT FALLS, a municipal corporation of the State of Montana (the “**City**”), and [_____] , Montana general partnership doing business as HOLMAN GRAIN (the “**Developer**”)¹.

WITNESSETH:

WHEREAS, under the provisions of the Montana Code Annotated, Title 7, Chapter 15, Parts 42 and 43, as amended (the “**Act**”), an urban renewal district may be established so that an issuer of bonds may undertake urban renewal projects therein, provide for the segregation and collection of tax increment with respect to taxes collected in such district, issue its bonds to pay the costs of such projects or redeem such bonds that paid the costs of such projects, and pledge to the repayment of the bonds all or a portion of the tax increment derived from the urban renewal district; and

WHEREAS, the City Commission of the City (the “**Commission**”), pursuant to Amended Ordinance No. 2967, duly adopted on March 20, 2007 after a duly called and noticed public hearing thereon, created an urban renewal area as the West Bank Urban Renewal Area (the “**District**”) and adopted the West Bank Urban Renewal Plan (the “**Plan**”) containing a tax increment financing provision; and

WHEREAS, the Developer proposes to develop a 3.19 acre mixed-use commercial development at the Buffalo Crossing Addition in the District, which shall consist of six riverfront lots, renovation of the existing barrel-vault building on Lot 1 and multi-story buildings with commercial and office space on the lower levels and possible housing units on the upper levels on Lots 2-6 (the “**Project**”); and

WHEREAS, the Developer submitted an Application for City of Great Falls Tax Increment Financing (TIF) Funds dated July 12, 2019 (the “**Application**”) for tax increment financing assistance with respect to certain qualified improvements associated with the Project, consisting of demolition of existing buildings, relocation of overhead power utilities, construction and installation of public sidewalks, curbs and gutters, trail access and boulevard landscaping, and civil engineering fees related to the foregoing, as further described on Exhibit B hereto (the “**Infrastructure Improvements**”); and

WHEREAS, the City has determined that it is appropriate to reimburse the Developer for the costs of the Infrastructure Improvements with Tax Increment (as defined herein), subject to the terms and conditions set forth in this Agreement; and

WHEREAS, the Commission, pursuant to Ordinance No. [____], duly adopted on [_____, 20__], after a duly called and noticed public hearing thereon approved the Project

¹ Developer to confirm legal name of Developer and other related details in this Agreement.

and the Infrastructure Improvements as an urban renewal project and authorized the City to enter into this Agreement which sets forth the obligations and commitments of the City and the Developer with respect to the Project, the Infrastructure Improvements and the Tax Increment.

NOW THEREFORE, the City and the Developer, each in consideration of the representations, covenants and agreements of the other, as set forth herein, mutually represent, covenant and agree as follows:

Section 1. Definitions; Rules of Interpretation; Exhibits.

1.1. Definitions. For all purposes of this Agreement, except as otherwise expressly provided or unless the context clearly requires otherwise, the following terms have the meanings assigned to them, respectively:

“Environmental Laws and Regulations” means and includes the Federal Comprehensive Environmental Compensation Response and Liability Act (“CERCLA” or the “Federal Superfund Act”) as amended by the Superfund Amendments and Reauthorization Act of 1986 (“SARA”), 42 U.S.C. §§ 9601 et seq.; the Federal Resource Conservation and Recovery Act of 1976 (“RCRA”), 42 U.S.C. §§ 6901 et seq.; the Clean Water Act, 33 U.S.C. § 1321 et seq.; and the Clean Air Act, 42 U.S.C. §§ 7401 et seq., all as the same may be from time to time amended, and any other federal, State, county, municipal, local or other statute, code, law, ordinance, regulation, requirement or rule which may relate to or deal with human health or the environment including without limitation all regulations promulgated by a regulatory body pursuant to any such statute, code, law or ordinance.

“Land” means the real property and interests in real property as described in Exhibit A hereto.

“Land Use Regulations” means all federal, State and local laws, rules, regulations, ordinances and plans relating to or governing the development or use of the Land or the Project.

“Ordinance” means Amended Ordinance No. 2967 adopted on March 20, 2007, together with Ordinance No. 3145 adopted on August 2, 2016 and Ordinance No. [_____] adopted on [_____, 20__] (as such may be further amended and supplemented from time to time).

“Person” means any individual, corporation, partnership, joint venture, association, committee, limited liability company, limited liability partnership, joint stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof.

“Tax Increment” shall mean tax increment (as defined in the Act) from the District.

“Unavoidable Delay” means a delay resulting from a cause over which the party required to perform does not have control and which cannot or could not have been avoided by the exercise of reasonable care, including but not limited to acts of God, accidents, war, civil unrest, embargoes, strikes, unavailability of raw materials or manufactured goods, litigation and the delays of the other party or its contractors, agents or employees in the performance of their duties under or incident to this Agreement.

1.2. Rules of Interpretation.

(a) The words “herein,” “hereof” and words of similar import, without reference to any particular section or subdivision, refer to this Agreement as a whole rather than to any particular section or subdivision hereof.

(b) References herein to any particular section or subdivision hereof are to the section or subdivision of this Agreement as originally executed unless otherwise indicated.

(c) “Or” is not exclusive but is intended to contemplate or encompass one, more or all of the alternatives conjoined.

1.3. Exhibits. The following Exhibits are attached to and by reference made a part of this Agreement:

Exhibit A—Legal Description of the Land and Map Thereof

Exhibit B—Infrastructure Improvements

Exhibit C—Project Costs

Exhibit D—Form of Developer Requisition Form

Section 2. Developer Representations. The Developer hereby represents as follows:

(a) The Developer is a Montana general partnership doing business as Holman Grain, duly formed, validly existing and in good standing under the laws of the State of Montana (the “State”) and is duly qualified to do business in the State. The Developer has the power to enter into this Agreement and by all necessary partnership action has duly authorized the execution and delivery of this Agreement. Ken Holman and Paula Gundermann are the only partners of the Developer.

(b) The representations and warranties of the Developer in its Application are true and correct as of the date hereof.

(c) The Developer has good marketable title to the Land, free and clear of all liens, encumbrances and defects except such as do not materially affect the value of the Land or materially interfere with the use made and proposed to be made of the Land by the Developer.

(d) The Developer estimates the total costs of the Project (including Land acquisition) is \$17.2 million, as described in Exhibit C hereto and the Developer has the financial capability and/or financing commitments to complete the Project.

(e) The Developer is not aware of any facts the existence of which would cause the Developer to be in violation of any Environmental Laws and Regulations applicable to the Project or the Infrastructure Improvements. The Developer has not received from any local, State or federal official any notice or communication indicating that the activities of the

Developer may be or will be in violation of any Environmental Laws and Regulations applicable to the Project or the Infrastructure Improvements.

(f) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prohibited or limited by, conflicts with or results in a breach of the terms, conditions or provisions of the certificate of formation or partnership agreement of the Developer or any evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(g) There is no action, suit, investigation or proceeding now pending or, to the knowledge of the Developer, threatened against or affecting the Developer or its business, operations, properties or condition (financial or otherwise) before or by any governmental department, commission, board, authority or agency, or any court, arbitrator, mediator or grand jury, that could, individually or in the aggregate, materially and adversely affect the ability of the Developer to complete the Project.

Section 3. Developer's Undertakings.

3.1. Construction and Maintenance of Project. The Developer hereby agrees and commits to the City that it will diligently prosecute to completion the construction of the Project in accordance with this Agreement, the site plan submitted to the City and all applicable federal, State and local laws, rules, regulations and ordinances relating to or governing the development or use of the Project, including applicable Land Use Regulations and Environmental Laws and Regulations. The total costs of the Project and the source of funds available for payment thereof are shown on Exhibit C hereto. The Developer has the financial capacity to complete the Project, and the Developer agrees to pay all such costs thereof. If there is an increase in the costs of the Project from that shown on Exhibit C hereto and that cannot be covered by the contingency amount, the Developer shall notify the City of the increase and submit additional evidence in a form acceptable to the City that the Developer has the financial capacity and/or financial commitments to cover such additional costs and complete the Project. At all times during the term of this Agreement, the Developer will operate and maintain, preserve and keep the Project or cause the Project to be operated, maintained, preserved and kept for the purposes for which it was constructed, and with the appurtenances and every part and parcel thereof, in good repair and condition. The Developer agrees to permit the City and any of its officers, employees or agents access to the Land for the purpose of inspection of all work being performed in connection with the Project; *provided, however*, that the City shall have no obligation to inspect such work.

3.2. Preparation, Review and Approval of Construction Plans. In connection with the Project, the Developer, at its sole expense, shall prepare and submit construction plans, drawings, and related documents for each portion of the Project to the appropriate City officials for architectural, engineering or land use review and written approval or permits. The Developer acknowledges that no review or approval by City officials may be in any way construed by the Developer to replace, override or be in lieu of any required review, inspection, or approval by the

City Building Office, or any other building construction official review or approvals required by any State laws or local ordinances or regulations.

3.3. Competitive Bidding; Prevailing Wage Rates; and Preference for Montana Residents. The Developer understands that the City is obligated to follow certain laws with respect to the expenditure of public funds, which includes Tax Increment. The Developer agrees that in the awarding of contracts or subcontracts for the Infrastructure Improvements that (i) it will and it will cause its contractor to competitively bid the contracts and subcontracts for each of those components; (ii) the Developer and its contractor and subcontractors will pay Prevailing Wage Rates on such contracts or subcontracts related to the Infrastructure Improvements; (iii) the Developer and its contractor and subcontractors will give preference to the employment of bona fide residents of the State, as required by Montana Code Annotated Section 18-2-403 and as such term is defined by Montana Code Annotated Section 18-2-401(1) and the Administrative Rules of the State, including but not limited to A.R.M. 24.17.147, obliging the Developer and its contractor and subcontractors to hire 50% bona fide Montana residents with respect to the installation and construction of the Infrastructure Improvements; and (iv) when making assignments of work, the Developer and its contractor and subcontractors will use workers both skilled in their trade and specialized in their field of work for all work to which they are assigned. The Developer will provide to the City all documentation requested to verify the compliance of the Developer and its contractor and subcontractors with the foregoing requirements. Failure of the Developer and its contractor and subcontractors to pay the Prevailing Wage Rates with respect to the Infrastructure Improvements shall be considered a breach of this Agreement and the City shall be entitled to exercise any and all measures to assure compliance and retroactive compensation plus interest to employees not paid in accordance with this Agreement, and recovery of any penalty or fine assessed by the State attributed to any failure to pay Prevailing Wage Rates. Additionally, the Authority acknowledges that a violation of these requirements shall result the City not being able to pay or reimburse the Authority for costs of the Infrastructure Improvements. Montana Prevailing Wage Rate for public works projects are published from time to time by and available from the Montana Department of Labor and Industry, Research and Analysis Bureau, P.O. Box 1728, Helena, Montana 59624, telephone number (800) 541-3904; applicable Federal Prevailing Wage Rates for public works projects are published from time to time by and available from <https://www.dol.gov/whd/govcontracts/PrevailingWageResources.htm>.

3.4. Easements. To the extent that the Infrastructure Improvements are to be located on the Land, the Developer hereby agrees to grant to the City and applicable utility companies from time to time such easements, rights-of-way and similar licenses as are reasonably necessary to permit the City or applicable utility company to own, operate and maintain the Infrastructure Improvements. The City and the Developer shall agree to the reasonable location, scope, duration, type, form and use of such easements, rights-of-way or similar licenses pursuant to separate instruments to be negotiated between the parties hereto in accordance with the intent of this Section 3.4.

3.5. Utilities. The Developer shall not interfere with, or construct any improvements over, any public street or utility easement without the prior written approval of the City. All connections to public utility lines and facilities shall be subject to approval of the City and any private utility company involved. The Developer at its own expense shall replace any public

facilities or utilities damaged during the Project by the Developer or its agents or by others acting on behalf of or under their direction or control of the Developer or its agents.

3.6. Permits; Environmental Laws and Regulations. The Developer will obtain in a timely manner all required permits, licenses and approvals, and will meet all requirements of all federal, State and local laws, rules, regulations and ordinances, which must be obtained or met in connection with the acquisition and construction of the Project and the Infrastructure Improvements. Without limiting the foregoing, the Developer will request and seek to obtain from the City or other appropriate governmental authority all necessary variances, conditional use permits and zoning changes. The Developer will comply in all material respects with all Environmental Laws and Regulations applicable to the construction, acquisition and operation of the Project and the Infrastructure Improvements, obtain any and all necessary environmental reviews, licenses or clearances under, and comply in all material respects with, Environmental Laws and Regulations.

3.7. Nondiscrimination. The Developer agrees that all hiring by the Developer and its contractors and persons performing this Agreement 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.

3.8. Worker’s Compensation Insurance. The Developer shall provide in all construction contracts with respect to the Project and the Infrastructure Improvements that each contractor and subcontractor is to be covered by a Worker’s Compensation insurance program with the State, a private insurance carrier, or an approved self-insurance plan in accordance with State law.

Section 4. Reimbursement.

4.1. Reimbursement Obligation. Subject to the provisions of this Section 4.1 and Section 4.2 hereof, the City shall reimburse the Developer for costs of the Infrastructure Improvements in two phases as follows:

- (a) Phase 1: upon completion of the portion of the Infrastructure Improvements consisting of demolition of existing buildings and relocation of overhead power utilities, the City shall reimburse the Developer for the actual costs thereof; and
- (b) Phase 2: upon the City’s issuance of a Certificate of Occupancy for renovation of the existing barrel-vault building on Lot 1 and completion of the remaining Infrastructure Improvements, the City shall reimburse the Developer for the actual costs thereof;

provided, however, that the reimbursement for the Infrastructure Improvements shall not exceed \$350,600 in the aggregate. The obligation of the City to reimburse the Developer for costs of the Infrastructure Improvements shall be further subject to (i) the approval and acceptance by the City of the Infrastructure Improvements and the respective costs thereof and (ii) the availability, in the sole discretion of the City, of sufficient Tax Increment for purposes of such reimbursement. The Developer understands and agrees that the City currently has, and may in

the future have, binding commitments with respect to the use of Tax Increment and the reimbursement obligations of the City hereunder shall not have priority over any such other binding commitments. Notwithstanding anything herein to the contrary, if the Developer’s conditions to reimbursement set forth in this Section 4.1 and Section 4.2 hereof are not satisfied by December 31, 2020, the City shall have no further obligation to reimburse the Developer for costs of the Infrastructure Improvements.

4.2. Reimbursement Limitations and Conditions. Reimbursement for costs of the Infrastructure Improvements will be based on actual paid invoices for incurred costs provided by the Developer. The City may reject any invoice amounts to the extent not related to Infrastructure Improvements. Notwithstanding Section 4.1, the parties hereto agree that the City will not be required to reimburse the Developer for the Infrastructure Improvements unless:

- (a) all of the representations of the Developer as set forth in Section 2 hereof are true and correct;
- (b) the Developer is not in breach of any covenant or undertaking as set forth in Section 3 hereof as of the time of such reimbursement; and
- (c) a certificate signed by Developer in substantially the form attached as Exhibit D hereto shall accompany any invoices or requests for reimbursement by the City (the “**Developer Requisition Form**”).

Within 30 days of receipt from Developer of a Developer Requisition Form, the City shall issue a check payable to Developer in the amount thereby requested pursuant to the terms and conditions of this Agreement or shall otherwise communicate with Developer regarding the remaining conditions to reimbursement set forth in this Section 4 to be satisfied by Developer prior to such check being issued.

Section 5. Sources of Repayment; Covenants to Pay Taxes.

5.1. Taxes. The Developer shall pay or cause to be paid when due and prior to the imposition of penalty all Taxes and all installments of any special assessments payable with respect to the Land and the Project and any improvements thereto or extension thereof.

5.2. Maintenance of Land and Project. Developer agrees to use commercially reasonable efforts to maintain and operate the Land and the Project so as to be able at all times to pay promptly and when due all property taxes levied with respect to the Land and the Project.

Section 6. Release, Indemnification and Insurance.

6.1. Release and Indemnification. The Developer releases the City and all Commission members, officers, agents, servants and employees thereof (the “**Indemnified Parties**”) from, and covenants and agrees that the Indemnified Parties shall not be liable for, and agrees to indemnify, defend and hold harmless the Indemnified Parties against, any loss, damage, cost (including reasonable attorneys’ fees), claim, demand, suit, action or other proceeding whatsoever (i) arising or purportedly arising out of, or resulting or purportedly resulting from, the acquisition and construction of the Project and the Infrastructure Improvements, any

violation by the Developer of any agreement, condition or covenant of this Agreement, the ownership, maintenance and operation of the Project, or the presence on any portion of the Land, of any dangerous, toxic or hazardous pollutants, contaminants, chemicals, waste, materials or substances or (ii) which is caused by the Developer or its officers, agents, contractors, consultants or employees; except that such indemnification shall not apply to the extent that the loss, damage or cost is determined by a court of competent jurisdiction to have been caused by the gross negligence or willful misconduct of the Indemnified Party.

6.2. Insurance. As long as Developer owns the Project, Developer shall keep and maintain the Project at all times insured against such risks and in such amounts, with such deductible provisions, as are customary in connection with facilities of the type and size comparable to the Project, and the Developer shall carry and maintain, or cause to be carried and maintained, and pay or cause to be paid timely the premiums for direct damage insurance covering all risks of loss (which need not include flood or seismic), including, but not limited to, the following:

1. fire
2. extended coverage perils
3. vandalism and malicious mischief
4. boiler explosion (but only if steam boilers are present)
5. collapse

on a replacement cost basis in an amount equivalent to the Full Insurable Value thereof. “**Full Insurable Value**” shall include the actual replacement cost of the Project, without deduction for architectural, engineering, legal or administrative fees or for depreciation. The policies required by this Section 6.2 shall be subject to a no coinsurance clause or contain an agreed amount clause, and may contain a deductibility provision not exceeding \$100,000.

Subject to the terms of any mortgage relating to the Project, policies of insurance required by this Section 6.2 shall insure and be payable to Developer, and shall provide for release of insurance proceeds to Developer for restoration of loss. The City shall be furnished certificates showing the existence of such insurance. In case of loss, the Developer is hereby authorized to adjust the loss and execute proof thereof in the name of all parties in interest.

During construction of the Project, any and all of the foregoing insurance policies may be maintained by the Developer’s contractor; *provided* that once the Project is placed into service, Developer shall maintain all of the foregoing insurance policies.

Section 7. General Provisions.

7.1. Conflicts of Interest; City’s Representatives Not Individually Liable. No member, officer, agent, servant or employee of the City shall have any personal interest, direct or indirect, in this Agreement, the Project or the Infrastructure Improvements, nor shall any such member, officer or employee participate in any decision relating to this Agreement that affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is, directly or indirectly, interested. No member, officer or employee of the City shall be personally liable to Developer in the event of any default under or breach of this Agreement by

the City, or for any amount that may become due to Developer for any obligation issued under or arising from the terms of this Agreement.

7.2. Rights Cumulative. The rights and remedies of the parties hereto, whether provided by law or by this Agreement, shall be cumulative, and the exercise by any party hereto of any one or more of such remedies shall not preclude the exercise by such party, at the same or different times, of any other remedy for the same default or breach or of any of its remedies for any other default or breach of the party subject to the limitation of remedies provided herein. No waiver made by such party with respect to the performance or the manner or time thereof, of any obligation under this Agreement, shall be considered a waiver with respect to the particular obligation of the other party or a condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver of any obligations of the other party. Delay by a party hereto instituting or prosecuting any cause of action or claim hereunder shall not be deemed a waiver of any rights hereunder.

7.3. Term of Agreement. If all conditions precedent for the reimbursement by the City of the costs of all Infrastructure Improvements (both Phase 1 and Phase 2) have not been satisfied by December 31, 2020, this Agreement will terminate and the City will have no further obligation to reimburse the Developer for any such costs that have not previously been reimbursed. Otherwise, this Agreement will terminate when all obligations hereunder have been satisfied or discharged. Notwithstanding any termination of this Agreement, Sections 6, 7 and 8 shall in all events survive.

7.4. Limitation on City Liability. No agreements or provisions contained in this Agreement nor any agreement, covenant or undertaking by the City contained in this Agreement or any other document executed by the City in connection with the Infrastructure Improvements will give rise to any pecuniary liability of the City or a charge against its general credit or taxing powers, or will obligate the City financially in any way except with respect to the Tax Increment. No failure of the City to comply with any term, condition, covenant or agreement herein will subject the City to liability for any claim for damages, costs or other financial or pecuniary charge except to the extent that the same can be paid or recovered from the Tax Increment; and no execution on any claim, demand, cause of action or judgment will be levied upon or collected from the general credit, general funds or taxing powers of the City (except as such constitute Tax Increment). Nothing herein will preclude a proper party in interest from seeking and obtaining specific performance against the City for any failure to comply with any term, condition, covenant or agreement herein; *provided* that no costs, expenses or other monetary relief will be recoverable from the City except as may be payable from the Tax Increment.

7.5. Notices. All notices, certificates or other communications required to be given to the City or the Developer hereunder will be sufficiently given and will be deemed given when delivered or deposited in the United States mail in certified form with postage fully prepaid and addressed as follows:

If to the City:

City of Great Falls
P.O. Box 5021
Great Falls, Montana 59403

Attn: Fiscal Services Director

If to the Developer:

[____], doing business as Holman Grain
154 East Portage Road
Floweree, Montana 59440-9717
Attn: Ken Holman and Paula Gundermann

The City and the Developer, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications should be sent.

7.6. Assignment. This Agreement is unique between the City and the Developer and no party may assign any rights or privileges or delegate any duties or obligations under this Agreement without first obtaining the written consent of the other parties hereto.

7.7. Binding Effect. The right and obligations set forth in this Agreement shall inure to the benefit of and will be binding upon the City and the Developer and their respective successors and assigns.

7.8. Prior Agreements. This Agreement supersedes, merges and voids any and all prior discussions, negotiations, agreements and undertakings between the parties hereto with respect to the subject matter of this Agreement. The parties waive and release each other from any claims, actions, or causes of action that relate in any manner to any prior discussions, negotiations, agreements and undertakings between the parties with respect to the subject matter of this Agreement.

7.9. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

7.10. Amendments, Changes and Modifications. This Agreement may be amended or any of its terms modified only by written amendment authorized and executed by the City and the Developer.

7.11. Governing Law. This agreement and the legal relations between the parties hereto will be governed by and construed in accordance with the laws of the State of Montana, without giving effect to any choice of law statutes, rules, or principles. All legal actions arising from this Agreement shall be filed in the District Court of the State of Montana in and for Cascade County, Montana or in the United States District Court with jurisdiction in Cascade County, Montana.

7.12. Further Assurances and Corrective Instruments. The City and the Developer agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or the Infrastructure Improvements or for carrying out the expressed intention of this Agreement.

7.13. Execution Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

7.14. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope of intent of any provisions or Sections of this Agreement.

[remainder of page left intentionally blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the ____ day of _____, 20__.

CITY OF GREAT FALLS, MONTANA

[SEAL]

By _____
Gregory T. Doyon, City Manager

Attest:

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 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

LEGAL DESCRIPTION OF THE LAND AND MAP THEREOF

Lots 1-6, Buffalo Crossing Subdivision, Section 11, Township 20 N, Range 3E, P.M. Cascade County, Montana

EXHIBIT B

INFRASTRUCTURE IMPROVEMENTS

	<u>Estimated Costs</u>
1. Demo Existing Buildings	\$ 74,000
2. Relocate Overhead Power Line	140,000
3. Bay Drive – Sidewalks & Landscaping	81,000
4. Trail Access	27,600
5. Civil Engineering Fees	<u>28,000</u>
Subtotal	\$ 350,600

EXHIBIT C
PROJECT COSTS



BUFFALO CROSSING – PROJECT COST SUMMARY

January 14, 2019
Based on Work / Live Buildings
2 to 3 Story Buildings

A Lot #	B Land / Building Costs	C Construction – Sitework Costs			D Construction – Building Costs			E Contingency 6 % (C+D)	F A&E Fees 9 % (C+D)	TOTAL
		Site Area	Cost / SF	Total	Building Area	Cost / SF	Total			
Lot *1*	\$ 780,404	21,317	\$ 5.00	\$ 106,585	7,001	\$ 120.00	\$ 840,120	\$ 56,802	\$ 85,203	\$ 1,869,115
Lot *2*	\$ 245,042	10,873	\$ 7.00	\$ 76,111	10,000	\$ 200.00	\$ 2,000,000	\$ 124,567	\$ 186,850	\$ 2,632,570
Lot *3*	\$ 244,045	10,829	\$ 7.00	\$ 75,803	10,000	\$ 200.00	\$ 2,000,000	\$ 124,548	\$ 186,822	\$ 2,631,218
Lot *4*	\$ 244,624	10,854	\$ 7.00	\$ 75,978	10,000	\$ 200.00	\$ 2,000,000	\$ 124,559	\$ 186,838	\$ 2,631,999
Lot *5*	\$ 230,898	10,245	\$ 7.00	\$ 71,715	10,000	\$ 200.00	\$ 2,000,000	\$ 124,303	\$ 186,454	\$ 2,613,999
Lot *6*	\$ 574,939	25,511	\$ 5.00	\$ 127,555	18,000	\$ 200.00	\$ 3,600,000	\$ 223,653	\$ 335,480	\$ 4,861,627
Total	\$ 2,319,952	89,629		\$ 533,747	65,001		\$ 12,440,120	\$ 778,432	\$ 1,167,648	\$ 17,239,899

1922 Cherry Drive | Great Falls, Montana 59404 | (406) 315-3618 | bill@fusion-and.com | www.fusion-and.com

EXHIBIT D

FORM OF DEVELOPER REQUISITION FORM

TO: City of Great Falls, Montana (the "City")
FROM: [____], doing business as Holman Grain (the "Developer")
SUBJECT: Reimbursements for Infrastructure Improvements

This represents Developer Requisition Form No. ____ in the total amount of \$_____ for payment of the Infrastructure Improvements.

The undersigned, as Authorized Developer Representative, intends that this certificate will satisfy the requirements of Section 4.2(c) of the Development Agreement, dated as of [____, 20__] between the City and the Developer (the "Agreement"), and does hereby certify on behalf of the Developer that:

- (a) the expenditures for which reimbursement is requested are listed in summary form in the attached schedule;
(b) the amounts requested have been paid by the Developer for property or to contractors, subcontractors, materialmen, engineers, architects or other persons who will perform or have performed necessary or appropriate services or will supply or have supplied necessary or appropriate materials for the acquisition, construction, renovation, equipping and installation of the Infrastructure Improvements, as the case may be, and that, to the best of my knowledge, the fair value of such property, services, or materials is not exceeded by the amounts requested to be paid;
(c) the cost of work to be reimbursed has been competitively bid and the contractor or subcontractor has paid the Montana prevailing wage for such work;
(d) no part of the several amounts requested to be reimbursed, as stated in this certificate, has been or is the basis for the payment or reimbursement of any money in any previous or pending request; and
(e) the reimbursement of the amounts requested will not result in a breach of any of the covenants of the Developer contained in the Agreement.

Dated: _____, 20__

[____], doing business as HOLMAN GRAIN

By: _____
Authorized Developer Representative

Schedule to Developer Certificate No. _____

Payee

Purpose

Amount

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.

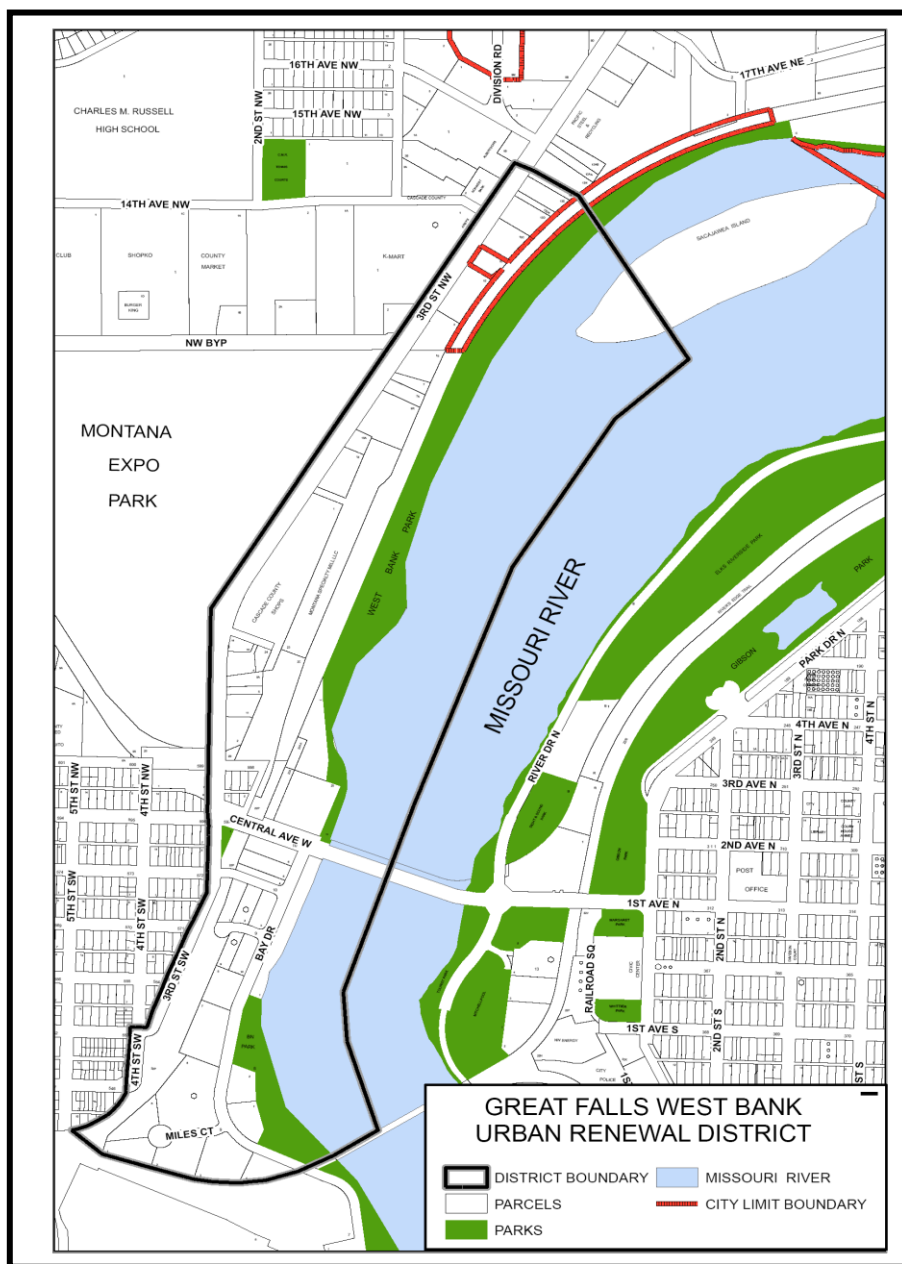
This urban renewal effort is being undertaken in accordance with the Montana Urban Renewal Law which provides for the renewal of "blighted" areas in 7-15-42 and 7-15-43, MCA, as follows:

- 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).

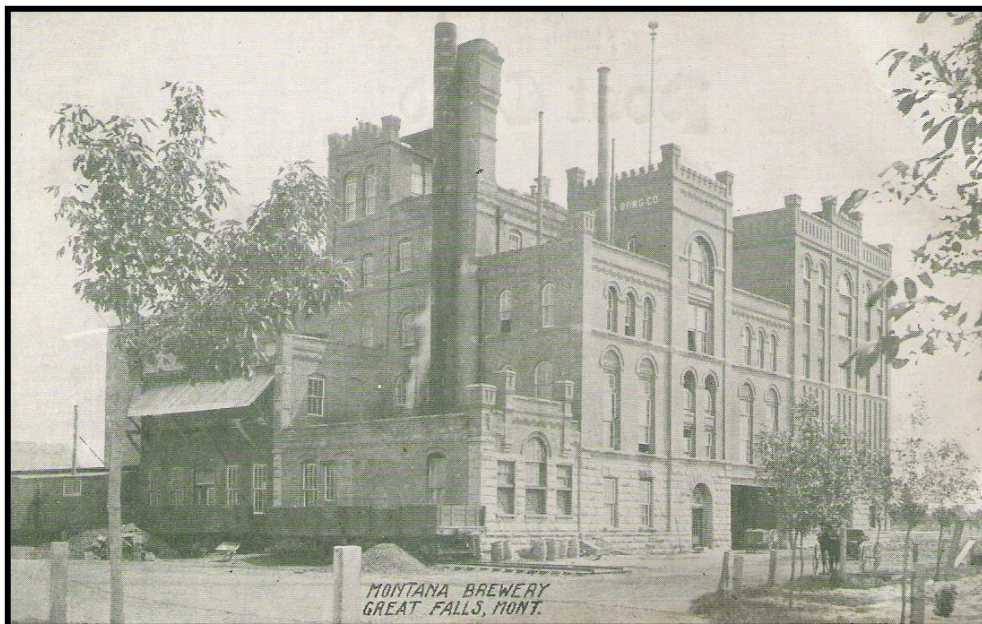


Figure 3. Montana Brewery.

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.

Table 1. West Bank Urban Renewal District – Census Information

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.”

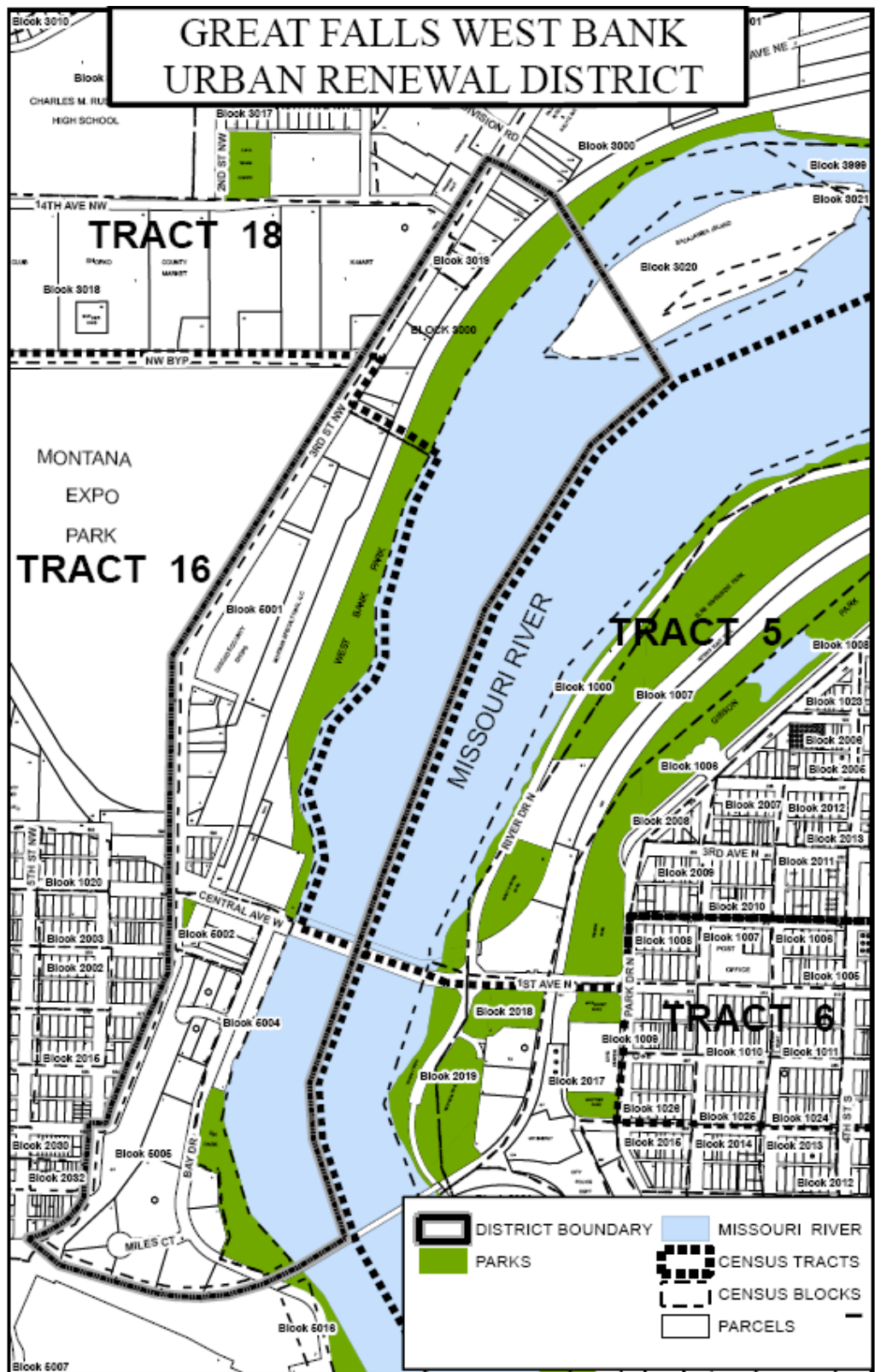


Figure 5. Census Designations

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.

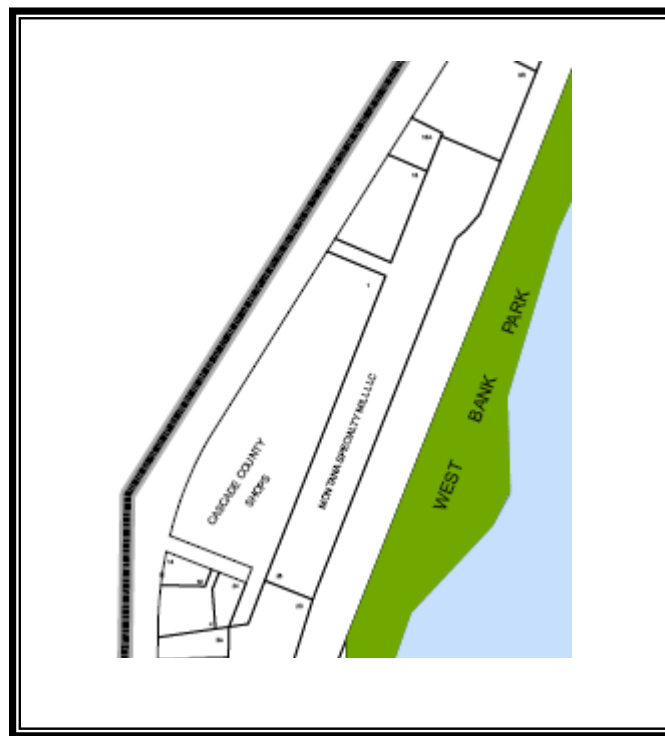


Figure 6. Contaminated Area

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,

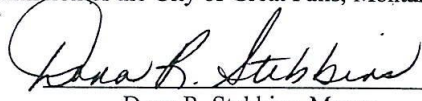
WHEREAS, the City of Great Falls has conducted the study (attached as Exhibit "A" to this Resolution) to determine the existence of blight in an area known as the West Bank and generally described as bounded on the West by 3rd Street NW/SW, on the East by the center line of the Missouri River, on the 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;

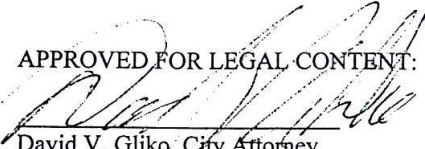
That the City Commission finds that blight exists within the City of Great Falls in the area described in Exhibit "A" of this Resolution under the definition contained in Section 7-15-4206 (2), M.C.A. and that rehabilitation and redevelopment of such area (pursuant to the Montana Urban Renewal Law) is 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

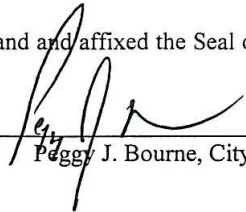
(SEAL OF CITY)

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

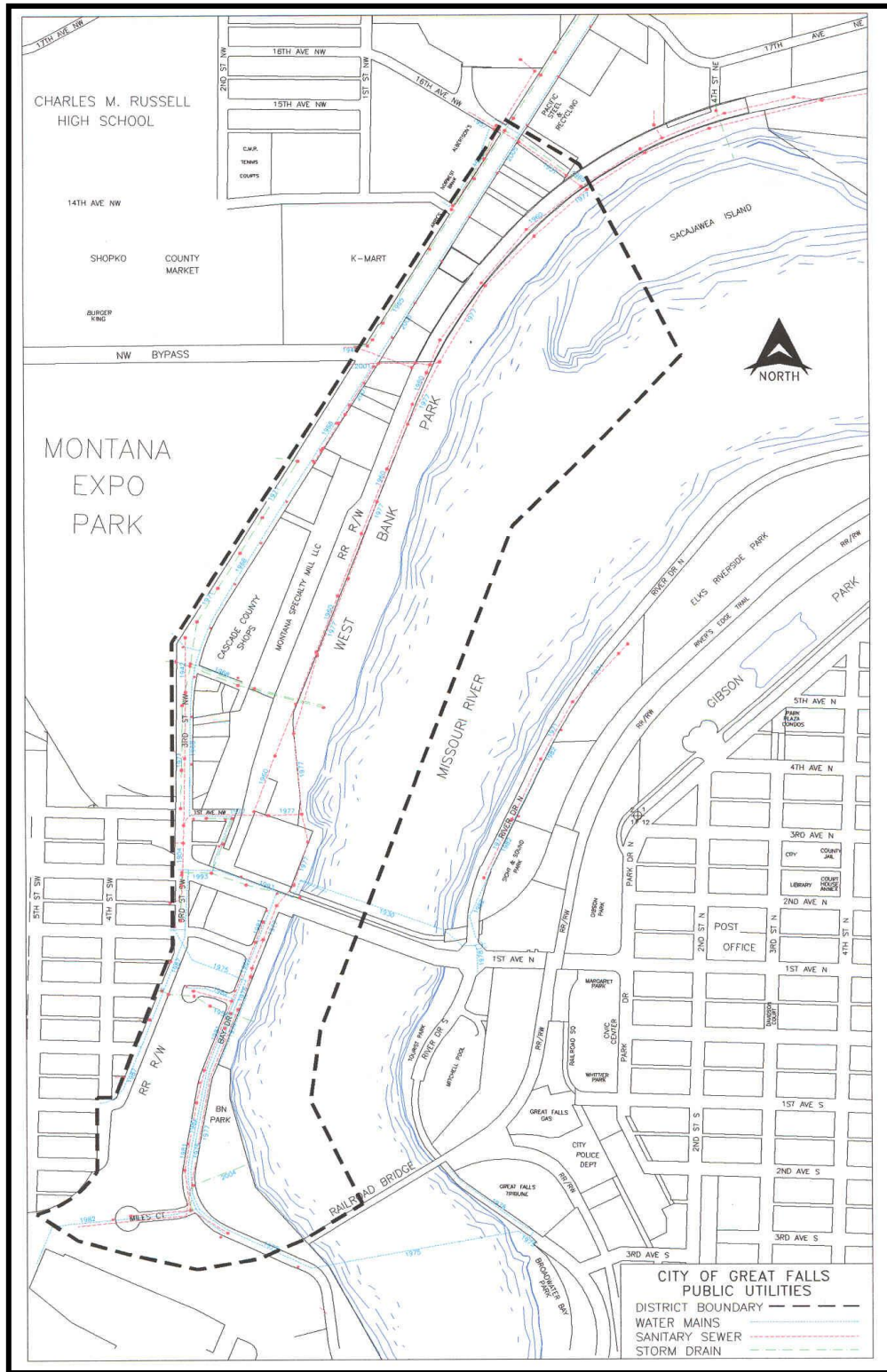
(SEAL OF CITY)

APPENDIX B – WEST BANK URBAN RENEWAL DISTRICT PARCEL DATA

6.

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
OKSNESS 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.

CITY OF GREAT FALLS



**TAX INCREMENT FINANCING
(TIF)**

APPLICATION FOR FUNDS

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

6.

Project Name: Buffalo Crossing Subdivision to Great Falls

Date Submitted: July 12, 2019

Name of TIF District: West Bank Urban Renewal District

APPLICANT INFORMATION

Name: Holman Grain – Ken Holman & Paula Gundermann

Address: 145 East Portage Road – Floweree, Montana 59440-9717

Telephone: (406) 761-0077

DEVELOPMENT INFORMATION

1. Building Address: 1 Bay Drive Great Falls Mt. 59404

2. Legal Description: Lots 1 - 6 Block 1 Buffalo Crossing Addition
Lots 2 - 3 Block 10 Amended BN Car Shop Addition

3. Ownership: Holman Grain Company – Ken Holman & Paula Gundermann

Address: 145 East Portage Road – Floweree, Montana 59440-9717

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

Name: N/A

Address: N/A

5. Existing/Proposed Businesses:

*Existing businesses are warehouses and an abandoned building.
Proposed businesses are mixed use commercial per M2 Zoning designation.*

Business Description:

Land is being marketed for commercial use, with emphasis for one restaurant and specialty commercial/office space on main floor with living units above.

6. Employment: Existing FTE Jobs: None

New Permanent FTE Jobs created by project: 120 Construction FTE jobs: 80

7. Architectural / Engineering Firm: FUSION | architecture + design & NCIEngineering.

Address: (Fusion) 1922 Cherry Drive Great Falls Mt. 59404

Representative: Bill Stuff - Owner / Architect

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

6.

8. Please provide a description of the Total Project Development (attach a narrative explanation).
See attached Narrative

9. Please provide rehabilitation/construction plans (attach schematics, site and landscaping plans).
See attached Site Plan

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).

Lots are being actively marketed with interest from developers and individual businesses. Construction is expected to commence in September / October 2019 and full buildout of private lots expected by November 2022. Public facilities upgrades funded by TIF will start in September / October 2019 and be completed by June / July 2020.

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

No

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.*)

We request reimbursement of some costs based on completion of work in September – October 2019. This includes the relocation of the overhead power lines by Northwestern Energy and the demolition of the existing loading dock & buildings on the proposed parking lot property. We will ask for future reimbursement of the West Bay Drive Parking Lot, Curb & Gutters, Sidewalks, and Trail Access based on completion of work in June – July 2020.

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

We consider the relocation of the overhead power lines, Bay Drive (West side) public sidewalk and boulevard landscaping, trail access, parking lot (common), and civil engineering fees as Public Infrastructure needs for the project. Cumulative costs for these elements is \$ 638,600.

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

1. Demo Existing Buildings	\$ 74,000
2. Relocate Overhead Power Line	\$ 140,000
3. Bay Drive – Sidewalks & Landscaping	\$ 81,000
4. Trail Access	\$ 27,600
5. Parking Lot – Common	\$ 362,000
6. Civil Engineering Fees	\$ 28,000

Subtotal **\$ 712,600**

Construction/Rehabilitation Costs

(Total value of improvements)

1. New Construction – Shell Buildings	\$17,239,899
Tenant Finish Costs not Included	

Subtotal **\$ 17,239,899**

Architectural & Engineering Fees

1. Architectural Fees (5.5 % of Shell Building Costs)	\$ 948,195
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Subtotal **\$ 948,195**

Total Project Development Costs **\$ 18,900,694**

ELIGIBLE TIF ACTIVITIES

Demolition & Removal of Structures

Description	Total	Amount Requested From TIF	Timing for Funds
Building Demolition	\$ 74,000	\$ 74,000	Sept. – Oct. 2019
Subtotal	\$ 74,000	\$ 74,000	

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.)

Description	Total	Amount Requested From TIF	Timing for Funds
Relocate Overhead Power Line	\$ 140,000	\$ 140,000	Sept. – Oct. 2019
Bay Drive (West Side) Sidewalks & Landscaping	\$ 81,000	\$ 81,000	June 2020
Trail Access	\$ 27,600	\$ 27,600	June 2020
Parking Lot – Common	\$ 362,000	\$ 362,000	June 2020
Subtotal	\$ 610,600	\$ 610,600	

Fees (associated with eligible activities)

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

Description	Total	Amount Requested From TIF	Timing for Funds
Civil Engineering Fees	\$ 28,000	\$ 28,000	Sept. – Oct. 2019
Subtotal	\$ 28,000	\$ 28,000	

CERTIFICATION

I, Paula Gundermann (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 Paula Gundermann Holman Grain Partner

Company Holman Grain

Title Owner - Partner

Address 145 East Portage Road - Floweree, Montana 59440-9717

Date July 12, 2019

Signature B.A.S.W.H.

Company FUSION | architecture + design

Title Owner - Architect

Address 1922 Cherry Drive

Date July 12, 2019



PROJECT NARRATIVE

July 12, 2019

Buffalo Crossing will be a one of kind Work / Live Development in Great Falls, Montana. The project is located on a total of 3.19 acres, with 2.041 acres directly abutting the Missouri Riverfront. The proposed development will be built on one of the remaining parcels of privately owned property that actually abuts the Missouri River within the City of Great Falls. Based on the importance and visibility of the site, the developers are committed to the highest level of overall planning & design that can be afforded.

The project will accommodate development of 6 Riverfront Parcels of land based on the revised plat for the Buffalo Crossing Addition. The project will include the renovation of the existing barrel-vault building on Lot #1, and multi-story buildings with Commercial / Office space on the lower levels with Housing Units on the upper levels placed on Lots #2 - #6.

Currently we are working with a potential Restaurant / Bar owner who has multiple locations on the western side of the state. They are committed to repurposing and renovating the existing barrel-vault building to become "The Place" to drink & dine in Great Falls. We believe that they will become the anchor tenant and the driving force for the rest of the development. The site deserves the right kind of Building Owners / Tenants that understand the importance of the site and want to be part of improving Great Falls Riverfront.

Buffalo Crossing will change the quality of the Missouri Riverfront, as well as the overall community of Great Falls."



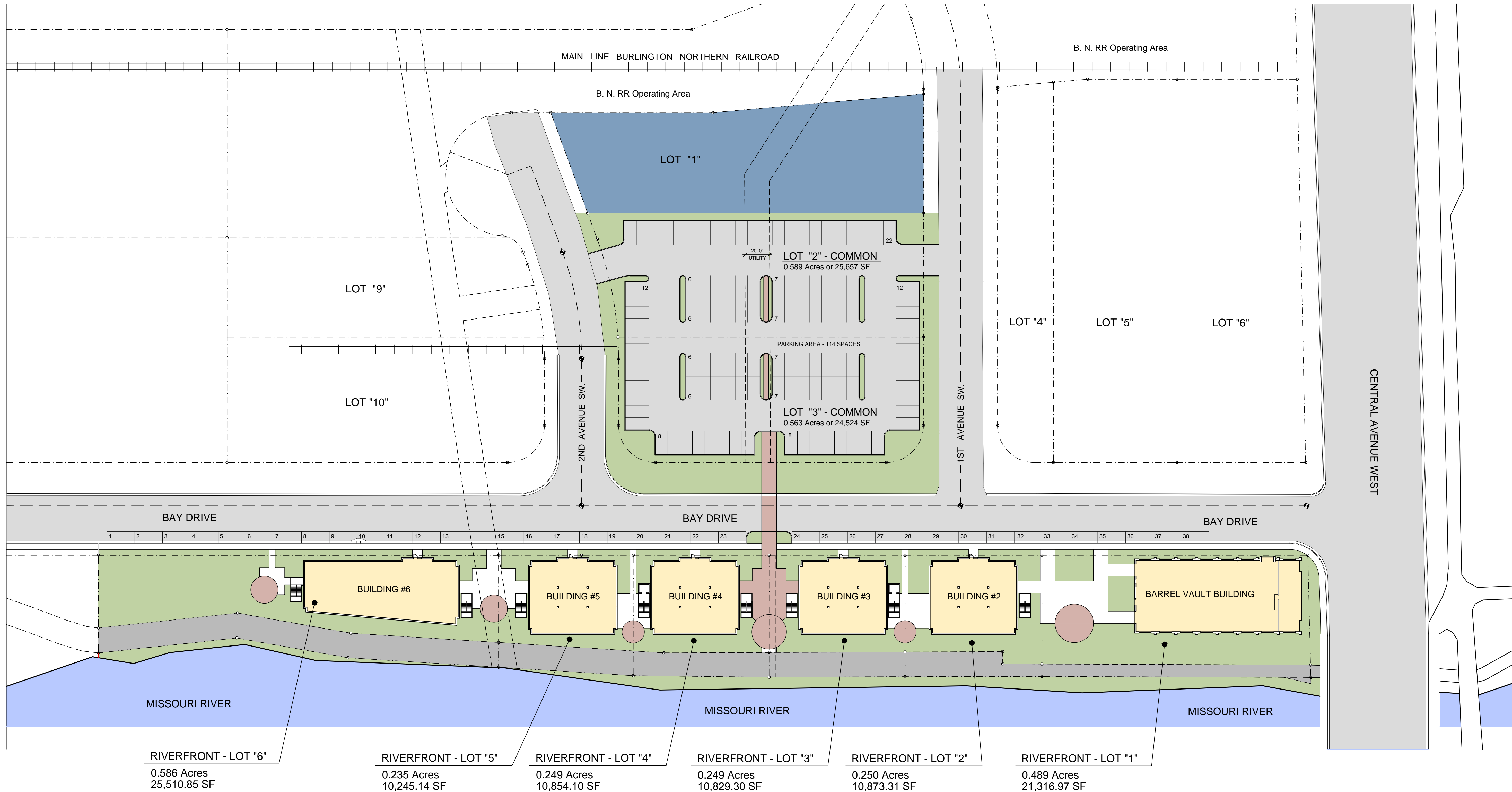
BUFFALO CROSSING – PROJECT COST SUMMARY

January 14, 2019

Based on Work / Live Buildings

2 to 3 Story Buildings

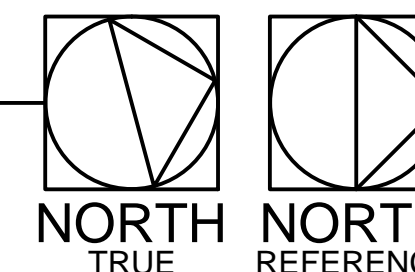
A	B	C			D			E	F	TOTAL
Lot #	Land / Building Costs	Construction – Sitework Costs			Construction – Building Costs			Contingency	A&E Fees	
		Site Area	Cost / SF	Total	Building Area	Cost / SF	Total	6 % (C+D)	9 % (C+D)	
Lot “1”	\$ 780,404	21,317	\$ 5.00	\$ 106,585	7,001	\$ 120.00	\$ 840,120	\$ 56,802	\$ 85,203	\$ 1,869,115
Lot “2”	\$ 245,042	10,873	\$ 7.00	\$ 76,111	10,000	\$ 200.00	\$ 2,000,000	\$ 124,567	\$ 186,850	\$ 2,632,570
Lot “3”	\$ 244,045	10,829	\$ 7.00	\$ 75,803	10,000	\$ 200.00	\$ 2,000,000	\$ 124,548	\$ 186,822	\$ 2,631,218
Lot “4”	\$ 244,624	10,854	\$ 7.00	\$ 75,978	10,000	\$ 200.00	\$ 2,000,000	\$ 124,559	\$ 186,838	\$ 2,631,999
Lot “5”	\$ 230,898	10,245	\$ 7.00	\$ 71,715	10,000	\$ 200.00	\$ 2,000,000	\$ 124,303	\$ 186,454	\$ 2,613,999
Lot “6”	\$ 574,939	25,511	\$ 5.00	\$ 127,555	18,000	\$ 200.00	\$ 3,600,000	\$ 223,653	\$ 335,480	\$ 4,861,627
Total	\$ 2,319,952	89,629		\$ 533,747	65,001		\$ 12,440,120	\$ 778,432	\$ 1,167,648	\$ 17,239,899



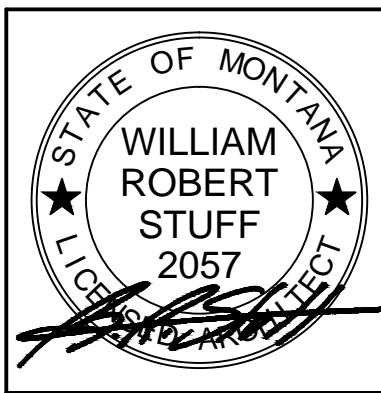
PROPOSED SITE PLAN - OPTION #1A

SCALE: 1" = 40'-0"

PARKING LOT - 114 STALLS
STREET PARKING - 38 STALLS



FUSION | architecture + design
1922 Cherry Drive
P. 406 | 315-3618
Great Falls, Montana 59404
E-Mail: bill@fusion-and.com



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BUFFALO CROSSING - MIXED USE DEVELOPMENT
HOLMAN PROPERTY
GREAT FALLS, MONTANA

Project Info.	
Project No.	17FAD17
Date	Feb. 10, 2019
Revisions	
Drawn By	WRS

Sheet Title
proposed site plan
option #1A

Sheet Number
A1.10

Melissa Kinzler
Finance Director
City of Great Falls

Aug. 9, 2019

RE: West Bank Landing Tax Increment Financing Draw Request

Dear Ms. Kinzler,

On March 29, 2019, West Bank Landing submitted its request – and backup – for reimbursement of \$2,642,614 from the West Bank Tax Increment Financing district. We also submitted Developer Certificate Number 1 for the same amount. As outlined in the Development Agreement, West Bank substantially completed Phases I and II at a cost of \$35,446,610, exceeding the \$32,000,000 requirement of the agreement.

The City of Great Falls approved the request and provided a first payment of \$700,000 payable to West Bank Landing.

Given that the TIF district currently has funds available, West Bank Landing is requesting a second payment of \$350,000 of the remaining TIF funds owed. We also request that simultaneously the City begin the process of selling bonds to repay West Bank Landing the remaining balance.

We understand that with new developments planned, there may be increased demand for the TIF funds. We'd like to point out, however, that we are well past the planning stage and have actually invested tens of millions of dollars into revitalizing a blighted area. We hope that is taken into consideration as TIF funds are distributed. Recouping these dollars will also allow West Bank Landing to continue the work of expanding the development and generating new jobs and taxes.

We assume the reimbursement materials and Developer Certificate submitted in March remain on file, so we are not resubmitting them. However, if more information is required or if you have questions, please do not hesitate to contact me by phone or email.

Thank you for your consideration.

Sincerely,



Brad Talcott
Authorized Developer Representative | West Bank Landing
406-899-3617 | bradt@jtcmtbuilders.com