



**City Commission Meeting Agenda  
2 Park Drive South, Great Falls, MT  
Virtual Meeting by Zoom  
February 02, 2021  
7:00 PM**

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

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

- Attend the virtual meeting utilizing Zoom Webinar. Attendees must register in advance for the Commission Meeting: [https://us02web.zoom.us/webinar/register/WN\\_224nOaVDT4ymHLYdaxp16Q](https://us02web.zoom.us/webinar/register/WN_224nOaVDT4ymHLYdaxp16Q). After registering, you will receive a confirmation email containing information about joining the webinar by Zoom.
- Participate by phone. Attendees must register in advance for the Commission Meeting using the link above. After registering, you will receive a confirmation email containing information about joining the webinar by phone. If you do not have internet access you may contact the Great Falls Public Library prior to the meeting at 453-9706 and they can assist with registration. This would need to be done by 5:30 on the evening of the meeting. The Mayor will provide direction during the meeting on how to alert staff that you have comments for the agenda item.
- Attend in person. The City will be following the Current Governor's Directives and the Public Health Officer Orders regarding public meetings conducted by, staffed by or held in the facilities of the city. Masks will be required, social distancing will be enforced, and the total number of persons in the meeting room will be limited to a maximum of 50. Public following these directives may view and participate in the meeting from the Gibson Room. Please refrain from attending in person if you are not feeling well.
- Provide public comments in writing. Comments may be sent via mail to City Clerk, PO Box 5021, Great Falls MT 59403 or by email to: [commission@greatfallsmt.net](mailto:commission@greatfallsmt.net). Include the agenda item or agenda item number in the subject line, and include the name of the commenter and either an address or whether the commenter is a city resident. Please ensure that comments arrive before 12:00 PM on Tuesday, February 2, 2021. Due to tracking and dissemination requirements, written communication must be received by that time in order to be shared with the City Commission and appropriate City staff for consideration during the agenda item and before final vote on the matter; and, will be so noted in the official record of the meeting.

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL / STAFF INTRODUCTIONS**

**AGENDA APPROVAL**

**CONFLICT DISCLOSURE / EX PARTE COMMUNICATIONS**

## **PROCLAMATIONS**

Scouting Anniversary Week and Career & Technical Education Month for Great Falls Public Schools.

## **MILITARY UPDATES**

1. Miscellaneous reports and announcements from Malmstrom Air Force Base and Montana Air National Guard.

## **PETITIONS AND COMMUNICATIONS/NEIGHBORHOOD COUNCILS/BOARDS AND COMMISSIONS**

2. Miscellaneous reports and announcements.

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

## **CITY MANAGER**

3. Miscellaneous reports and announcements from City Manager.

## **CONSENT AGENDA**

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

4. Minutes, January 19, 2021, City Commission Meeting.
5. Total Expenditures of \$1,741,255 for the period of January 1, 2021 through January 20, 2021, to include claims over \$25,000, in the amount of \$1,208,588.
6. Contracts List.
7. Grants List.
8. Set a public hearing for February 16, 2021 on Resolution 10384, Establishing Golf Fees.

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

## **PUBLIC HEARINGS**

9. Lease of the Visitor Center (15 Overlook Drive) with Great Falls Montana Tourism. *Action: Conduct a public hearing and approve or deny the Lease Agreement. (Presented by Steve Herrig)*

## **OLD BUSINESS**

## **NEW BUSINESS**

10. Non-Administrative Plat to Aggregate Lots 1-10 and Lots 24-26 of Block 1, Lincoln Heights Addition to Great Falls, property addressed as 2500 10th Avenue South. *Action: Approve or deny the amended plat and the Findings of Fact. (Presented by Craig Raymond)*
11. Fox Farm 20-inch and Southwest Side Water Main Replacements project. *Action: Award or not award a contract in the amount of \$470,850 to United Materials of Great Falls, Inc and authorize the City Manager to execute the contract documents. (Presented by Paul Skubinna)*

## **ORDINANCES / RESOLUTIONS**

12. Resolution 10383, Authorizing the Issuance and Private Negotiated Sale of up to \$6,000,000 Tax Increment Urban Renewal Bonds, Series 2021 (Downtown Urban Renewal District); subject to the terms and limitations set forth herein. *Action Adopt or deny Res. 10383.*

*(Presented by Melissa Kinzler)*

13. Resolution of Intention 10385, Intention to vacate the alley easement legally described as the west 20 feet of Lots 1B, 1D, 1C, 1G, 1FF, 1FA, 1FB, 1FC, 1FD, and 1FE of Sun River Park Addition in Great Falls, Montana. *Action: Adopt or deny the Resolution of Intention and set or not set a public hearing for March 2, 2021. (Presented by Craig Raymond)*

## **CITY COMMISSION**

14. Legislative Initiatives.

15. Miscellaneous reports and announcements from the City Commission.

## **ADJOURNMENT**

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

**JOURNAL OF COMMISSION PROCEEDINGS**  
**January 19, 2021**

Regular City Commission Meeting

Mayor Kelly presiding

**CALL TO ORDER:** 7:00 PM

Civic Center Gibson Room 212

**PLEDGE OF ALLEGIANCE**

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

**ROLL CALL/STAFF INTRODUCTIONS:** City Commission members participated electronically via Zoom Webinar: Bob Kelly, Tracy Houck, Mary Sheehy Moe, Owen Robinson and Rick Tryon. City Staff participating electronically were: City Manager Greg Doyon and Deputy City Manager Chuck Anderson; Finance Director Melissa Kinzler; Assistant City Attorney Joe Cik; and Public Works Director Paul Skubinna. Staff present: Park and Recreation Director Steve Herrig; Police Chief Dave Bowen; and Deputy City Clerk Darcy Dea.

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

- Attend in person. **The City will be following the Current Governor's Directives and the Public Health Officer Orders regarding public meetings conducted by, staffed by or held in the facilities of the city.** Masks will be required, social distancing will be enforced, and the total number of persons in the meeting room will be limited to a maximum of 25. Public following these directives may view and participate in the meeting from the Gibson Room. Please refrain from attending in person if you are not feeling well.
- Attend the virtual meeting utilizing Zoom Webinar. Attendees must register in advance for the Commission Meeting: [https://us02web.zoom.us/webinar/register/WN\\_r5Hw9PY5QquotBh7eLcEcA](https://us02web.zoom.us/webinar/register/WN_r5Hw9PY5QquotBh7eLcEcA). After registering, you will receive a confirmation email containing information about joining the webinar by Zoom.
- Participate by phone. Attendees must register in advance for the Commission Meeting using the link above. After registering, you will receive a confirmation email containing information about joining the webinar by phone. If you do not have internet access you may contact the Great Falls Public Library by 5:30 p.m. the day of the meeting at 453-9706 and they can assist with registration.
- Provide public comments in writing. Submit comments via mail addressed to City Clerk's Office, PO Box 5021, Great Falls, MT 59403 or by email to: [commission@greatfallsmt.net](mailto:commission@greatfallsmt.net) by 12:00 PM the day of the meeting.
- The agenda packet material is available on the City's website: <https://greatfallsmt.net/meetings>. The Public may view and listen to the meeting on cable channel 190, or online at <https://greatfallsmt.net/livestream>.

**AGENDA APPROVAL:** City Manager Greg Doyon reported that a clerical error was corrected in the first sentence on page five of the January 5, 2021 meeting minutes and the updated draft was re-posted to the City's website. The agenda was approved as presented.

**CONFLICT DISCLOSURE/EX PARTE COMMUNICATIONS:** None.

**JOURNAL OF COMMISSION PROCEEDINGS**  
**January 19, 2021**

**PROCLAMATIONS:** Mayor Kelly read Black History Month (February 2021) and National Catholics Schools Week (January 31 through February 6, 2021).

**COMMUNITY HEALTH INITIATIVES**

**1. ALLIANCE FOR YOUTH – TEEN MARIJUANA USE.**

Commissioner Robinson, City representative and voting member on the Board of Health, introduced Alliance for Youth Executive Director Kristy Pontet-Stroop and Great Falls High Student Body President Alysa Curry.

Alliance for Youth Executive Director Kristy Pontet-Stroop explained that Substance Abuse Prevention Alliance (SAPA) representation includes youth, parents, educators, law enforcement, health care providers, Malmstrom Air Force Base (MAFB), media and youth servicing organizations. She urged the Commission to implement safeguards with regard to proximity, density and licensing of marijuana dispensaries. Ms. Pontet-Stroop reviewed and discussed a PowerPoint slide covering marijuana and youth, as well as a Cascade County (SAPA) marijuana and youth position statement handout.

Great Falls High Student Body President Alysa Curry explained that students have had access to marijuana prior to it becoming legalized and she expressed concern that access would be widened with the legalization of marijuana. Ms. Curry reviewed and discussed a PowerPoint slide covering background on marijuana and youth. She expressed concern with regard to marijuana use negatively affecting students' education if safeguards are not implemented.

Commissioner Robinson encouraged the Commission to review the documents in the Agenda Packet provided by Ms. Pontet-Stroop.

Commissioner Houck requested Ms. Pontet-Stroop to keep the Commission updated with any new information. Commissioner Houck suggested notifying Neighborhood Councils with regard to the locations of marijuana dispensaries.

Commissioner Tryon inquired about the use of marijuana in Cascade County being twenty percent higher than the state average. He commented that the Commission needs to act aggressively on the issue of marijuana use.

Ms. Pontet-Stroop responded that a prior mobility study indicated that Cascade County's location to reservations, the Canadian Border and interstate allow mobility of citizens to come in and out of Cascade County.

Mayor Kelly requested Ms. Pontet-Stroop to provide information from the 2020 SAPA Summit to the Commission.

Assistant City Attorney Joe Cik clarified that the Official Code of the City of Great Falls (OCCGF) states that marijuana dispensaries are not allowed in City limits.

**JOURNAL OF COMMISSION PROCEEDINGS**  
**January 19, 2021**

**PETITIONS AND COMMUNICATIONS/NEIGHBORHOOD COUNCILS/  
 BOARDS AND COMMISSIONS**

**2. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

**Daniel Hartzel**, 601 Central Avenue, discussed suggestions for the drug problem in the City. He commented that he has the fin from the dolphin displayed at the Children's Museum and will return it to the City's maintenance man. He expressed concern with regard to noises from the railroad and Malmstrom Air Force Base.

Commissioner Robinson reported that the 2020 Census allocations will be available on March 6, 2021.

**CITY MANAGER**

**3. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

City Manager Greg Doyon reported on the following with regard to the new Aquatics and Recreation Center:

- The design team for the center will be meeting with Neighborhood Councils #4 and #9 at the end of January or beginning of February 2021.
- Manger Doyon will meet with Lions Club members on February 2, 2021.
- A focus group that consisted of swimming coaches, medical and water sport representatives provided feedback dealing with swimming programs.
- The City is working with Malmstrom Air Force Base (MAFB) and Montana Air National Guard (MANG) with regard to storage space needs for training and equipment.
- An indoor walking track will be included in the preliminary design.
- The City will proceed with a full geotechnical assessment on the current site.
- Site design considerations include loss of green space, parking, access, ingress, egress and utility access.
- Working with a consultant on programming and pro forma to ensure enough revenue to support the facility.
- Monitoring outcome of Senate Bills 77 and 78.

Manager Doyon reported on the following:

- Academic Achievement Coach for the Great Falls Public Schools Jordann Lankford and Living Grace Church Pastor Andre Murphy were appointed to the Great Falls Police Department (GFPD) Complaint Review Panel.
- Police Chief Dave Bowen will be retiring on April 2, 2021 after 30 years of service.
- The recruiting process for Police Chief will include more community input, as well as linking the Police Commission and Complaint Review Panel.

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**January 19, 2021**

Police Chief Dave Bowen commented that serving the community has been an honor and expressed appreciation to Manager Doyon, the City and Police Department staff with regard to working together for the past 30 years.

Commissioner Moe expressed appreciation to Manger Doyon for his efforts with regard to the appointments to the GFPD Complaint Review Panel.

Commissioner Tryon received clarification that trees were removed at Lions Park from a recent windstorm.

**CONSENT AGENDA.**

4. Minutes, January 5, 2021, City Commission Meeting.
5. Total Expenditures of \$4,873,301 for the period of December 16, 2020 through January 6, 2021, to include claims over \$25,000, in the amount of \$4,343,032.
6. Set a public hearing for February 2, 2021, to consider the lease of city-owned property, the Visitor Center (15 Overlook Drive), to Great Falls Montana Tourism.

**Commissioner Moe moved, seconded by Commissioner Robinson, that the Great Falls City Commission approve the Consent Agenda as presented.**

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

Motion carried 5-0.

**PUBLIC HEARINGS**

7. **EXCHANGE AGREEMENT OF CITY OWNED PROPERTY IDENTIFIED AS THE 6 EASTERLY LOTS WITHIN KRANZ PARK WITH THE GREAT FALLS PUBLIC SCHOOL (GFPS) DISTRICT NUMBER 1 OWNED PROPERTY IDENTIFIED AS LOY LAND ALONG 57TH STREET NORTH NEXT TO THE SEIBEL SOCCER COMPLEX.**

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

Park and Recreation Director Steve Herrig reported that the Great Falls School District (District) would exchange Loy land, a 10-acre parcel adjacent to the Seibel Soccer Park, for six lots in Kranz Park. Both properties have been valued to be like kind with equal or greater value of approximately \$150,000.

On September 14, 2020, the Board of Trustees for the District approved the property exchange of The Loy land property and a portion of Kranz Park with the City. The District would use a portion of Kranz Park to enhance their parking needs at Great Falls High School (GFHS). The District's land was considered as a potential site for the new Aim High Big Sky Recreation Center. At the January 5, 2021 City Commission Work Session, the Commission concurred that Lions Park was

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a more appropriate location to locate the facility. The relocation of the recreation/indoor pool facility has generated questions from the Commission about the practicality of commencing with the land exchange, when the City no longer has plans to use that location.

Staff supports the exchange for the following reasons:

1. The District commenced the land exchange process with the City in good faith and the City should honor the District's efforts and complete the exchange.
2. There are concerns by residents about parking around Great Falls High School. The swap demonstrates a willingness of the City to assist the District with addressing the problem, which from time to time, requires City intervention.
3. Even though the City will not immediately use the exchanged property, or even has specific plans for it at this time, staff encourages the Commission to consider future options for the site that are complementary to long range park plans.
4. Private parties interested in purchasing the Loy land property have approached the District. If the property was sold and developed, it is unlikely that the City would be able to acquire the parcel for expanded recreational opportunities.
5. The District does not have discretionary funds, other than the value of the property being exchanged, to pay the City directly for the Kranz Park lots and commence parking area improvements.

Great Falls Public School District Superintendent Tom Moore introduced Great Falls Public School District Director of Business Operations Brian Patrick.

Superintendent Moore explained that in approximately 2011 the District conducted a traffic and parking study of the conflicts around GFHS and the study identified and addressed a need to enhance traffic flow, as well as additional parking. A Comprehensive Facilities Proposal was passed in 2016 for a bond levy that stated a portion of the bond proceeds would be used to purchase or acquire property in or around GFHS for the purpose of constructing additional parking. The District entered into the Land Exchange Agreement with the City in good faith that the land exchange would be mutually beneficial to the community.

Superintendent Moore further explained that the original design proposed was to add 108 parking spots within six lots in Kranz Park; however, Mr. Patrick suggested a new proposal that will reconsider the location of the parking lot and move it adjacent to Memorial Stadium. The new location of the parking lot will benefit event spectators, GFHS faculty and students since it will be closer to the South Campus hub at GFHS. The new proposal will eliminate a loss of green space in Kranz Park. With the new proposal, the District will be responsible for requesting an abandonment of 17<sup>th</sup> Street between 3<sup>rd</sup> and 4<sup>th</sup> Avenues South. The shift of the green space will allow the District to conduct its sporting events and the community to utilize Kranz Park.

Superintendent Moore reviewed and discussed a PowerPoint slide covering a new proposal of the design of Kranz Park.

Mayor Kelly asked if the Commission members had any clarifying questions.

Mayor Kelly clarified that the proposal is about the land exchange and not vacating 17<sup>th</sup> Street.



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Assistant City Attorney Cik reiterated that the process of vacating 17<sup>th</sup> Street South will be the District's responsibility at a later date.

Commissioner Tryon inquired about the following:

- Urgency of the timeframe of the land exchange
- Playground equipment in Kranz Park
- Neighborhood Council #9 and Park and Recreation Advisory Board support of the land exchange
- Cadastral appraisal of Kranz Park and Loy land property
- Extraordinary assumption clause in the official appraisal of the Loy land property
- Cost to the City for maintaining the Loy land property

Park and Recreation Director Herrig responded that the District was approached by other private parties interested in purchasing the Loy land property and if the property was sold and eventually developed, it would be unlikely that the City would be able to acquire the parcel at a later date for expanded recreational opportunities. The City would seek Community Development Block Grant (CDBG) funds to assist with adding a playground and pavilion in Kranz Park. Neighborhood Council #9 did not vote on the proposed land exchange; however, it voted to approve the sale of parkland in March 2018. The Park and Recreation Advisory Board supported the land exchange. The cadastral appraised value for the Kranz Park and Loy land properties were comparable. The cost to maintain the Loy land property would be minimal since the property is an open-space and would require low maintenance.

Referring to an extraordinary assumption clause in the official appraisal of the Loy property, Superintendent Moore explained that he was not aware of any easements on the property.

Commissioner Houck received clarification that the Loy land property would revert back to the previous owner if it was not utilized for public purposes.

Mayor Kelly asked if there were any public comments in support of or in opposition to the Exchange Agreement between the City of Great Falls and Great Falls Public School District Number 1.

**Barney Danishefsky**, Neighborhood Council #9 Chairman, reported that at a NC meeting in 2018, the District presented its proposal for the expansion of GFHS, as well as the development of Kranz Park. The Council endorsed the District's proposal. The proposal will be beneficial with regard to expansion of the park, as well as resolving parking issues in the neighborhood.

Appearing electronically, **Dr. Cheryl Reichert**, 51 Prospect Drive, commented that earlier she submitted written comments in opposition to the proposed land exchange; however, she is now in support of the new proposal. She expressed concern with regard to the information being too new to have been included in the written materials provided to the Commission and public. Dr. Reichert encouraged City staff to incorporate the new proposal into the Exchange Agreement prior to consummating the land exchange.

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No one spoke in opposition to the Exchange Agreement between the City of Great Falls and Great Falls Public School District Number 1.

Superintendent Moore clarified that the District will need to utilize bond resources within the next calendar year for the parking lot.

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

**Commissioner Houck moved, seconded by Commissioner Robinson, that the City Commission approve the Exchange Agreement of City owned property located at Lots 5-10 in the Tenth Addition to the Great Falls Original Townsite, Block 736 with Great Falls Public School District Number 1 owned property located at S2SWSW Sec 3 T20N R4E Mark 7B, and authorize the City Manager to execute the agreement.**

Mayor Kelly asked if there was any discussion amongst the Commission members.

Commissioner Robinson expressed support of the expanded recreational opportunities at the Loy land property since Seibel Soccer Park cannot be utilized by the public as a park. He commented that Kranz Park has been underutilized for years and the new proposal will provide an opportunity for Kranz Park to be utilized, as well as address parking issues at GFHS. He concluded that the land exchange would be a win-win for the entire community.

Commissioner Houck concurred with Commissioner Robinson's comments.

Commissioner Moe commented that GFHS students might be more likely to utilize the parking area with regard to the new proposal. She expressed support with regard to exploring the expanded recreational opportunities at the Loy land property.

Commissioner Tryon opined that approving the Exchange Agreement at this time would be irresponsible for the following reasons:

- Unknown cost of maintaining the Loy land property
- The new proposal was not incorporated into the Exchange Agreement or provided to the Commission prior to the meeting
- Neighborhood Council #9's vote was unclear
- Cadastral appraisal of Kranz Park and Loy land property versus a professional appraisal

Commissioner Houck expressed support of the original, as well as the new proposal.

Commissioner Moe commented that she will be voting on the original proposal presented to the Commission in the agenda packet. She added that the Park and Recreation Advisory Board, NC #9, as well as the community, have had ample notice to comment at the public hearing.

Commissioner Moe explained that if voting on the Exchange Agreement creates any kind of perceptual issue, she would be willing to postpone it; however, she is ready to vote tonight.

**JOURNAL OF COMMISSION PROCEEDINGS**  
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Mayor Kelly commented that the utilization of Kranz Park has been an ongoing consideration for quite some time prior to the new proposal and the land exchange has numerous positives for the community.

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

Motion carried 4-1 (Commissioner Tryon dissenting).

**OLD BUSINESS**

**NEW BUSINESS**

**8. CENTRAL MONTANA AGRICULTURE AND TECHNOLOGY PARK (CMATP) TIF PHASE IV STORM DRAIN (OF 1658.1).**

Public Works Director Paul Skubinna reported that as part of the Capital Improvement Plan for the Central Montana Agri-Tech Park (CMATP), the City has been working with Thomas Dean & Hoskins, Inc. (TD&H) to complete the final design and contract documents for the drainage channel restoration east of Black Eagle road as the last component of the CMATP storm drainage network. The channel is located in a stratum of highly erodible fat clay. The culvert outlet has failed in the past with the flared end terminal section falling off due to undercutting. Directly downstream of the culvert, the channel has been repaired repeatedly in the past through backfilling soil, riprap, and other materials. However, the channel continues to erode.

The proposed project is being implemented to stabilize the culvert outlet and install energy dissipation, which will reduce the velocity of the water exiting the culvert. The project will also restore the drainage channel natural vegetative state similar to pre-development conditions. The Commission approved a Memorandum of Understanding (MOU) on January 5, 2021.

**Commissioner Tryon moved, seconded by Commissioner Robinson, that the City Commission award a contract in the amount of \$369,182.50 to Shumaker Trucking & Excavating Contractors, Inc., for the Central Montana Agriculture and Technology Park (CMATP) TIF Phase IV Storm Drain, and authorize the City Manager to execute the construction contract documents.**

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

Motion carried 5-0.

**ORDINANCES/RESOLUTIONS**

**CITY COMMISSION**

**9. LEGISLATIVE INITIATIVES.**

Mayor Kelly suggested that Montana Municipal Interlocal Authority (MMIA) Communications Strategist Amanda Burkhart present at a work session to discuss the 2021 Legislature tracking system.

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**10. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

Commissioner Moe announced the passing of Joan-Nell Macfadden and commented that the City is a poorer community today without her in it.

Mayor Kelly announced that Cascade County Commissioner Jane Weber would be retiring on January 22, 2021 and that her service to the community would be missed.

Commissioner Houck mentioned that Joan-Nell Macfadden was an amazing leader with regard to mental health initiatives. Commissioner Houck announced that crisis volunteers at the Montana Suicide & Crisis hotline could be reach at 1-800-273-8255 or by texting MT 741-741.

**ADJOURNMENT**

There being no further business to come before the Commission, **Commissioner Moe moved, seconded by Mayor Kelly, to adjourn the regular meeting of January 19, 2021, at 9:20 p.m.**

Motion carried 5-0.

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Mayor Bob Kelly

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Deputy City Clerk Darcy Dea

**Minutes Approved: February 2, 2021**



Commission Meeting Date: February 2, 2021  
**CITY OF GREAT FALLS**  
**COMMISSION AGENDA REPORT**

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

**PRESENTED BY:** Finance Director

**ACTION REQUESTED:** Approval with Consent Agenda

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

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

ACCOUNTS PAYABLE CHECK RUNS FROM NEW WORLD JAN. 7, 2021 - JAN. 20, 2021	658,943.84
ACCOUNTS PAYABLE CHECK RUNS FROM MUNIS JAN. 7, 2021 - JAN. 20, 2021	1,075,963.53
MUNICIPAL COURT ACCOUNT CHECK RUN FOR JAN. 1, 2021 - JAN.15, 2021	6,347.48
<b>TOTAL: \$</b>	<u><u>1,741,254.85</u></u>

**SPECIAL REVENUE FUND**

<b>CENTRAL MONTANA AG TECH PARK TID</b>		
MRTE INC	OF 1658.1 CMATP TIF PH 3 STORM DRAIN	180,006.43

**ENTERPRISE FUNDS**

<b>WATER</b>		
STATE OF MONTANA	COMMUNITY CONNECTION FEE	43,282.00

**TRUST AND AGENCY**

**PAYROLL CLEARING**

STATE TREASURER	MONTANA TAXES	47,940.00
FIREFIGHTER RETIREMENT	FIREFIGHTER RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	49,098.15
STATEWIDE POLICE RESERVE FUND	POLICE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	66,552.15
PUBLIC EMPLOYEE RETIREMENT	PUBLIC EMPLOYEE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	124,637.48
US BANK	FEDERAL TAXES, FICA & MEDICARE	201,200.16
LABORERS INTERNATIONAL UNION	EMPLOYEE CONTRIBUTIONS	30,088.85
MONTANA OE - CI TRUST FUND	EMPLOYEE CONTRIBUTIONS	26,006.22
MONTANA MUNICIPAL INTERLOCAL AUTHORITY	4TH QUARTER WORKMAN'S COMPENSATION	299,847.23

**UTILITY BILLS**

ENERGY KEEPERS INC  
HIGH PLAINS LANDFILL

DECEMBER 2020 ENERGY  
DECEMBER 2020 SANITATION CONTRACT

65,286.00  
74,643.75

**CLAIMS OVER \$25000 TOTAL:**

\$ 1,208,588.42

**CITY OF GREAT FALLS, MONTANA**

**COMMUNICATION TO THE CITY COMMISSION**

**DATE: February 2, 2021**

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

**PRESENTED BY:** Lisa Kunz, City Clerk

**ACTION REQUESTED:** Ratification of Contracts through the Consent Agenda

**MAYOR’ S SIGNATURE:** \_\_\_\_\_

**CONTRACTS LIST**

	<b>DEPARTMENT</b>	<b>OTHER PARTY (PERSON OR ENTITY)</b>	<b>PERIOD</b>	<b>AMOUNT</b>	<b>PURPOSE</b>
<b>A</b>	Finance	U.S. Bank, N.A.	12/31/2020-12/31/2025	Various costs per unit for services provided per original Professional Services Agreement	Ratification of Banking Services Agreement Amendment No. 3 extends the term of the agreement five additional years  (CR 121713.18 111516.12C & 110718.7B)

<b>B</b>	Public Works	Cascade County Weed Management District	Annual	Each party responsible for their own funding	Cooperative Agreement and Noxious Weed Management Plan
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**CITY OF GREAT FALLS, MONTANA**

**COMMUNICATION TO THE CITY COMMISSION**

**DATE: February 2, 2021**

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

**PRESENTED BY:** Lisa Kunz, City Clerk

**ACTION REQUESTED:** Ratification of Grants through the Consent Agenda

**MAYOR’S SIGNATURE:** \_\_\_\_\_

**GRANTS**

	<b>DEPARTMENT</b>	<b>OTHER PARTY (PERSON OR ENTITY)</b>	<b>PERIOD</b>	<b>GRANT AMOUNT REQUESTED</b>	<b>CITY MATCH</b>	<b>PURPOSE</b>
<b>A</b>	Planning and Community Development	Montana State Historic Preservation Office, P.O. Box 201202, Helena, MT 59620-1202	04/01/2021 – 03/31/2022	\$6,000	\$46,371 - City \$25,000 - County \$7,882.18 - Private/Non-Profit	Certified Local Government Grant Application for next fiscal year. Grant funds offset Historic Preservation Officer salary and operating costs for the historic preservation program



Commission Meeting Date: February 2, 2021

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Resolution 10384 Golf Fees  
**From:** Park and Recreation Department  
**Initiated By:** Great Falls Golf LLC  
**Presented By:** Steve Herrig, Park and Recreation Director  
**Action Requested:** Set a Public Hearing on Resolution 10384 Golf Fees

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**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (set/not set) a public hearing on Resolution 10384, Establish Golf Fees, for February 16, 2021.”

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

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**Staff Recommendation:** Staff recommends that the City Commission set a public hearing on Resolution 10384 to Establish Golf Fees on February 16, 2021. Resolution 10384 would repeal Resolution 10329 and set a new fee structure beginning with the 2021 golf season (April 1, 2021).

**Background:** In an effort to maintain current operations, anticipate future demands, and promote the golfing community, fees need to be established that will help offset expenditures relating to operation, administration, equipment replacement, capital improvement, debt, and labor costs associated with the Eagle Falls Golf Club (EF) and Anaconda Hills Golf Course (AH). Fees were last increased February 18, 2020, and therefore, Great Falls Golf LLC, along with staff recommend, the following:

1. Season Pass Fees

- a. Increase EF adult season pass fees 3.65%, EF adult weekday only season pass fees 3.64%, AH adult season pass fees 4.07%, AH adult weekday only season pass fees 3.33%, joint adult full season pass 3.77%, joint adult weekday only season pass 4.07%, and joint junior weekday only 2.63%.

2. Green Fees

- a. Increase EF 18 hole weekday fees by 3.03%, 18 hole weekend fees by 2.78%, twilight weekday fees by 5.26 %, twilight weekend fees 4.00%, 9 hole weekday fees by 5.00%, and 9 hole weekend fees by 5.00%, junior weekday 5.88%, and junior weekend 5.56%.

- b. Increase AH 18 hole weekday fees by 3.70%, 18 hole weekend fees by 3.23%, twilight weekday fees by 5.56 %, twilight weekend fees 4.76%, 9 hole weekday fees by 11.76%, and 9 hole weekend fees by 4.76%, junior weekday 6.67%, and junior weekend 5.88%
3. Cart Rental Fees
- a. Increase EF daily trail 18 hole fee by 6.67%, daily twilight fee 8.33%, and season trail fee by 6.35%.
  - b. Increase AH daily trail 18 hole fee by 6.67%, daily twilight fee by 8.33%, and season trail fee by 6.35%.
  - c. Increase EF push cart rental by 25.00%.
4. Cart Storage Fees
- a. Increase storage fees for gas carts – no Increase
  - b. Increase storage fees for electric carts – no Increase

**Fiscal Impact:** The fiscal impact is undetermined at this time.

**Alternatives:** An alternative would be to not increase golf course fees.

**Concurrences:** On January 25, 2021, Great Falls Golf LLC and staff reviewed the proposed fees with members of the Golf Advisory Board. The Golf Board recommended that the City Commission approve the golf fees as presented.

**Attachments/Exhibits:** Resolution 10384 Golf Fees

**RESOLUTION NO. 10384**

**A RESOLUTION TO ESTABLISH GOLF FEES FOR EAGLE FALLS GOLF CLUB AND ANACONDA HILLS GOLF COURSE**

**WHEREAS**, the Park and Recreation Department’s primary focus, in partnership with Great Falls Golf LLC is to enhance the overall health and livability of our community; and

**WHEREAS**, the Great Falls Golf LLC staff, with support from the Great Falls Park and Recreation staff, have strived to operate quality facilities and programs at affordable prices and promote an extraordinary golfing experience in our community over the past 2 years; and

**WHEREAS**, the City Commission adopted Resolution 10329, “A Resolution to Establish Golf Fees for Eagle Falls Golf Club and Anaconda Hills Golf Course” on February 18, 2020; and

**WHEREAS**, having considered the cost of operation, administration, and maintenance of both golf courses under the responsibility and care of the Great Falls Golf LLC over the two years, it was understood that adjustments to fees would be forthcoming; and

**WHEREAS**, a notice of the Resolution to Establish Golf Course Fees was published in the *Great Falls Tribune*, a newspaper of general circulation in Cascade County, on February 4, 2021, and February 14, 2021, in the form and manner prescribed by MCA Section 7-1-4127; and

**WHEREAS**, the City Commission conducted a public hearing during a regular meeting of the City Commission on February 16, 2021, at the Civic Center, 2 Park Drive South, Commission Chambers Room 206, Great Falls, Montana, at 7:00 p.m., and did consider costs and public comment regarding the establishment of golf fees for Eagle Falls Golf Club and Anaconda Hills Golf Course.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA**, that the fee structure for season passes, trails, greens, cart storage and rental are hereby established as follows:

<b>AH: Anaconda Hills Golf Course</b>	<b>EF: Eagle Falls Golf Club</b>					
<b>SEASON PASS</b>	<b>EF 2020</b>	<b>EF 2021</b>	<b>AH 2020</b>	<b>AH 2021</b>	<b>Joint 2020</b>	<b>Joint 2021</b>
Adult Full Season Pass	685.00	710.00	615.00	640.00	795.00	825.00
Adult Weekday Season Pass	550.00	750.00	450.00	465.00	615.00	640.00
Junior Full Season Pass	230.00	230.00	210.00	210.00	255.00	255.00
Junior Weekday Season Pass	180.00	180.00	170.00	17.00	190.00	195.00
<b>TRAIL FEE</b>	<b>EF 2020</b>	<b>EF 2021</b>	<b>AH 2020</b>	<b>AH 2021</b>	<b>Joint 2020</b>	<b>Joint 2021</b>
Daily Trail Fee	15.00	16.00	15.00	16.00	15.00	16.00
Season Trail Free	315.00	335.00	315.00	335.00	315.00	335.00
Annual Cart Pass	799.00	799.00	799.00	799.00	799.00	799.00

<b>Cart Storage Fees</b>		<b>EF 2020</b>	<b>EF 2021</b>
Gas		275.00	275.00
Electric		310.00	310.00

<b>GREEN FEES</b>	<b>EF 2020</b>	<b>EF 2021</b>	<b>AH 2020</b>	<b>AH 2021</b>
<b>18 Holes</b>				
Weekday	33.00	34.00	27.00	28.00
Weekend	36.00	37.00	31.00	32.00
<b>9 Holes</b>				
Weekday	20.00	21.00	17.00	19.00
Weekend	20.00	21.00	21.00	22.00
<b>Junior Golf Fee</b>				
Weekday	17.00	18.00	15.00	16.00
Weekend	18.00	19.00	17.00	18.00
<b>Twilight</b>				
Weekday after 1pm	19.00	20.00	18.00	19.00
Weekend after 1pm	25.00	26.00	21.00	22.00

<b>Cart Fees</b>	<b>EF 2020</b>	<b>EF 2021</b>	<b>AH 2020</b>	<b>AH 2021</b>
9 Hole (per person*)	10.00	10.00	10.00	10.00
18 Hole (per person*)	15.00	16.00	15.00	16.00
Twilight (per person*)	12.00	13.00	12.00	13.00

BE IT FURTHER RESOLVED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA that Resolution 10329 is hereby repealed.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, this 16th day of February, 2021.

\_\_\_\_\_  
Bob Kelly, Mayor

ATTEST:

APPROVED FOR LEGAL CONTENT:

\_\_\_\_\_  
Lisa Kunz, City Clerk

\_\_\_\_\_  
Sara Sexe, City Attorney

(SEAL OF CITY)



Commission Meeting Date: February 2, 2021  
**CITY OF GREAT FALLS**  
**COMMISSION AGENDA REPORT**

**Item:** Conduct a Public Hearing for the Lease of the Visitor Center (15 Overlook Drive)

**From:** Park and Recreation Department

**Initiated By:** Steve Herrig, Park and Recreation Director

**Presented By:** Steve Herrig, Park and Recreation Director

**Action Requested:** Conduct a public Hearing for the Lease of the Visitor Center (15 Overlook Drive)

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**Public Hearing:**

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

**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (approve/deny) the Lease of the Visitor Center, city-owned property, located at 15 Overlook Drive to Great Falls Tourism.”

2. Mayor requests a second to the motion, Commission discussion, and calls for the vote. (4/5 vote is required for motion to pass.)
- 

**Staff Recommendation:** Staff recommends the City Commission approve the lease of the Visitor Center, city-owned property, located at 15 Overlook Drive, to Great Falls Montana Tourism.

**Background:** Park and Recreation issued a Request for Proposals for the Visitor Center located at 15 Overlook Drive on July 31, 2020 with a due date of August 26, 2020. On September 1, 2020, the deadline was extended to September 22, 2020 to allow parties interested in the building more time to prepare their proposal. Two proposals were received, neither of which were determined beneficial to the City and the Park and Recreation Department. Staff entered into negotiations with Great Falls Tourism to negotiate a lease that would be beneficial to both parties.

The start date of the lease has not yet been determined. The Great Falls Tourism is waiting for notification of a tourism grant that will facilitate the cost of the facility remodel. The notification was scheduled for a January 2021 release, but has since been moved to February 2021.

If approved, the term of the lease will terminate seven (7) years from the start date of the agreement. Over the term of the lease, Great Falls Montana Tourism will pay a graduated lease payment to the City of Great Falls. The lease payment will be \$1 for the first year, \$500 per month for year two, and \$1,000 per month for years three through seven.

As required by Title 3, Chapter 4, of the Official Code of the City of Great Falls, before final consideration by the City Commission of the sale, trade or lease of City property, the City Commission shall hold a public hearing thereon and allow at least fifteen (15) days' notice of the time and place of such hearing to be published in a paper of general circulation in the City. Public notice was published January 17, 2021. The City Commission set the public hearing for February 2, 2021 at its January 19, 2021 meeting.

**Fiscal Impact:** Great Falls Montana Tourism will pay a graduated lease payment to Park and Recreation. The lease payment will be \$1 for the first year, \$500 per month for year two, and \$1,000 per month for years three through seven. If the lease is renewed, the City shall have the right to negotiate a lease rental rate for any additional years.

**Alternatives:** An alternative would be to not lease the Visitor Center to Great Falls Montana Tourism.

**Concurrences:** At the January 11, 2021 meeting, the Park and Recreation Advisory Board recommended the City Commission approve the lease of the Visitor Center to Great Falls Montana Tourism.

**Attachments/Exhibits:** Visitor Center Lease Agreement

## **VISITOR CENTER LEASE AGREEMENT**

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the CITY OF GREAT FALLS, a municipal corporation, P.O. Box 5021, Great Falls, Montana 59403-5021, hereinafter called "City" and Great Falls Montana Tourism, 100 1<sup>st</sup> Ave. N Suite 100, Great Falls, Montana 59401, hereinafter called "Lessee."

**WHEREAS**, Lessee desires to enter into a lease for a portion of City property (hereafter Visitor Center) for the purpose of providing offices for operations and an information center for citizens and visitors to the City of Great Falls, a public purpose, and;

**WHEREAS**, the City deems it to be in the public interest and serving a public purpose to lease the Visitor Center under the conditions as hereinafter set forth, and;

**WHEREAS**, the parties do hereby covenant and agree as follows:

### **WITNESSETH:**

The City, for and in consideration of the lease amounts to be paid and the agreement to be performed by lessee, does hereby lease, and let unto the Lessee the building, contents and joint use of parking lot, (commonly identified herein as the Visitor Center), on property located at 15 Overlook Drive, Great Falls, Cascade County, Montana, Parcel Number 1896510. Other than the property identified herein to which this Agreement applies, the City shall retain the exclusive use of the remainder of the property identified above, without interference from Lessee.

### **TERM OF LEASE**

The term of the lease will be for seven (7) years effective \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ and expiring the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ to coincide with the term of the currently established Tourism Business Improvement District. Upon completion of the initial term of the agreement, the City, at its sole discretion, may terminate the lease, or if requested by Lessee sixty (60) days prior to expiration, grant an additional five (5) year extension of this agreement, with a second extension of five (5) years following the first extension. If extensions are granted, the City reserves the right to negotiate any conditions and covenants of this agreement, including but not limited to the rental amount.

Notwithstanding the above term of lease, this lease is terminated if the Lessee's use of the Visitor Center ceases to be for a public purpose or if the Tourism Business Improvement District ceases to exist, in such event, the use of the Visitor Center immediately reverts to the City of Great Falls and the lease agreement cancelled.

### **RENTAL**

In consideration therefore, the Lessee agrees to pay to the City the sum of One dollar for the first year of this agreement, \$500 per month for the second year of this agreement, and \$1,000 per



month for the third year and beyond, commencing on the effective date of this agreement, payable on or before \_\_\_\_\_ day of \_\_\_\_\_, for each and every year during the term of the lease. If an extension to this agreement is granted, the City has the right to increase the monthly rental amount for the period of the extension by an amount based upon the Consumers Price Index-Urban for the immediate previous calendar year. ATTACHMENT A details the Great Falls Tourism plan, but is not limited to, for renovations to the Visitor Center.

### **ACCEPTANCE OF CONDITION**

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

### **COVENANTS OF THE LESSEE**

The Lessee hereby covenants and agrees that the Lessee will:

1. Not use or occupy said Visitor Center for any unlawful purpose, and will conform to and obey all present and future laws, ordinances, and all rules and regulations of all governmental authorities or agencies, respecting the use and occupation of the premises;
2. Not use the Visitor Center for any purpose other than offices and operations of Great Falls Montana Tourism and for vehicle parking, without written consent of the Park and Recreation Director;
3. Not assign the lease, nor sublet said Visitor Center, nor any part thereof, without the written consent of the Park and Recreation Director;
4. Not use or occupy said Visitor Center, or permit the same to be used or occupied, for any purpose deemed hazardous;
5. To not make any alterations, changes, remodeling or capital improvements, beyond those listed in Attachment A, to the Visitor Center, without prior written consent by the Park and Recreation Director, and in addition thereto, shall make such changes in compliance with the law and shall obtain all permits required for such work under City ordinance. Approval for such proposed work shall not be unreasonably withheld. Any such alterations or additions shall be the sole responsibility of the Lessee, inclusive of any and all financial, material, or labor considerations and will become the property of the City upon termination of this or any subsequent lease;
6. Permit the City to enter upon the said premises during regular business hours to examine the condition of same;
7. Ensure that routine janitorial, trash removal, and cleaning is effectively accomplished;
8. Pay all utilities, including electricity, water, gas, or other utilities servicing the Visitor Center in a timely manner;

9. Be responsible for damage to property, public or private, that may be caused by the operations of this agreement; and
10. Leave Visitor Center at the expiration or prior to termination of this lease and any extension thereof in as good condition as received, except for reasonable wear and tear.

**REPAIRS AND MAINTENANCE**

1. **Lessee Maintenance of Leased Premises.** Subject to a limitation of \$1,000 per month in actual costs, Lessee shall, throughout the term of this Lease Agreement, and at its own cost and without any expense to the City, keep and maintain the leased premises, including the building and improvements, and all appurtenances thereto, excepting sidewalks adjacent thereto and parking lots, in good condition and repair by conducting ordinary day-to-day maintenance and repair, including but not limited to, timely removal of rubbish and trash. Lessee shall maintain the Visitor Center in a functional condition, inspect premises on a regular basis to determine any hazardous conditions which may exist, and take immediate action to correct such conditions if they exist.

For items less than \$1,000 per month, the City shall not be obligated to make any repairs, replacements or renewals of any kind, nature or description whatsoever to the leased premises or any improvements thereon; PROVIDED further that the City shall not be responsible for repairs or maintenance resulting from the negligence of Lessee, its employees, agents, or invitees, which shall be the sole responsibility of Lessee.

2. **Maintenance by the City.** Notwithstanding the paragraph above, the City agrees to provide maintenance, repair, and snow removal (within the Park and Recreation normal plowing schedule, any additional removal needed will be at the lessee’s expense) of the parking lot, sidewalks, and remaining parkland surrounding the leased premises. The Great Falls Montana Tourism will provide an annual report on facility condition to the City.
3. **Entry by the City for Maintenance.** Should Lessee at any time fail, neglect or refuse to fulfill this obligation to repair and maintain, the City may, but need not, enter the leased premises and make such repairs or alternations as in its opinion it may deem necessary, and may charge the costs of the same to Lessee to be paid upon the first day of the following month as part of the rental, and should said costs not be so paid, this Lease Agreement shall be considered in default.

**MUTUAL COVENANTS:**

It is mutually agreed by and between the City and Lessee that:

1. If the Lessee pays the rental as herein provided, and keeps, observes and performs all of the other covenants of this lease, the Lessee may, peaceably and quietly, have, hold and enjoy the said premises for the term aforesaid;

2. This lease and all the covenants and provisions herein contained shall inure to the benefit of and be binding upon the successors and assigns of the parties and the public hereto; provided, however, that no assignment by, from, through or under the Lessee in violation of any of the provisions hereof shall vest in the assigns any right, title or interest whatsoever;
3. The City is not and never shall be liable to any creditor of Lessee or any claimant against the estate or property of Lessee for any debt, loss, contract or other obligation of Lessee. The relationship between the City and Lessee is solely that of landlord and tenant, and does not and never shall be deemed a partnership or joint venture.
4. The City's interest in and to said leased premises shall not be subject to or permitted to become subject to any lien or claims from or arising out of the use and occupation of the leased premises by Lessee. If and in the event such liens or claims arise or occur, Lessee shall promptly and forthwith cause the same to be released or discharged to the extent that the interest of the City is encumbered thereby.

### **INSURANCE REQUIREMENTS**

During the term of the Lease and its extensions the Lessee agrees to carry Commercial General Liability insurance in at least the following amounts: \$1,000,000 per occurrence; \$2,000,000 annual aggregate.

The insurance policy or policies must be issued by a company licensed to do business in the State of Montana and having at least an "A" rating in the current A.M. Best's Manual. All such policies will be written on an occurrence basis. The policy must include the City as a named insured and primary with no right of subrogation against the City. The Lessee shall furnish to the Parks and Recreation Director on or before possession and thereafter on or before the annual renewal date, the certificate of insurance including a copy of the Additional Insured Endorsement. Claims-made policies are not acceptable and do not constitute compliance with the Lessee's obligation under this paragraph.

Should the Lessee fail to maintain this coverage or to provide such certificate(s) or make other arrangements as required by this Lease, this failure constitutes a breach of this Lease.

### **INDEMNIFICATION**

The Lessee agrees to defend, indemnify, and hold the City harmless against claims, demands, suits, damages, losses, and expenses connected therewith that may be asserted or claimed against, recovered from or suffered by the City by reason of any injury or loss, including but not limited to, personal injury, including bodily injury or death, property damage, occasioned by, growing out of, or in any way arising or resulting from Lessee's use of the premises, including use by his agents, assigns, renters, employees and others using the Visitor Center. The City shall not be liable to Lessee or any third party for any damage or injury (including death) to persons or property resulting from any defect in the leased premises or the improvements thereon, whether such defects be the result of improper construction, lack of maintenance or repair, improper maintenance or repair or other cause whatsoever.

## **NONDISCRIMINATION**

Lessee agrees that in the use of this Visitor Center, Lessee will not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin, or any other classification protected under the law.

## **DEFAULT AND TERMINATION**

If either party fails to comply with any condition of this Agreement at the time or in the manner provided for, the other party, at its option, may terminate this Agreement and be released from all obligations if the default is not cured within ten (10) days after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this Agreement.

## **ENFORCEMENT**

In the event either party resorts to judicial proceedings to enforce any rights under this Lease or to obtain relief for the breach of any covenant hereof, the party ultimately prevailing in such proceedings shall be entitled to recover from the defaulting party the costs of such proceedings, including reasonable attorneys' (including city attorneys') fees and costs.

## **INVALIDITY**

The invalidity or ineffectiveness, for any reason, of any portion of this Lease Agreement shall in no way affect the validity or enforceability of the remaining portion thereof and any invalid or unenforceable provisions shall be deemed severed from the remainder of the Lease Agreement.

## **WAIVER**

The waiver by the City of, or the failure of the City to take action with respect to, any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition, or subsequent breach of same, or any other term, covenant or condition herein contained.

## **EFFECT OF LESSEE'S HOLDING OVER**

Any holding over after the expiration of the term of this Lease Agreement with the consent of the City shall be construed to be a tenancy from month to month, at the same monthly rental as required pursuant to the terms of this Lease Agreement, and shall otherwise be on the terms and conditions herein specified so far as applicable.

**BINDING EFFECT**

It is mutually understood and agreed that each and every provision of this Lease Agreement shall bind and inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto. Masculine pronouns shall be construed as feminine or neuter pronouns and singular pronouns and verbs shall be construed as plural in any place in which the context may require such construction.

**NOTICE**

Any notice required to be given under this lease shall be in writing and may be served on either of the parties by mailing same in a sealed, postpaid envelope addressed to the City Manager at the Civic Center, Great Falls, Montana, and to the Lessee at address above stated, and by depositing such notice in any United States Post Office or letter receptacle, and which notice shall be deemed to have been made upon the date of mailing.

**ENTIRE AGREEMENT**

There are no conditions to the lease, either subsequent or precedent, except as set forth herein. This Lease constitutes the entire agreement between the parties and no representations or warranties have been made by the City to the Lessee save those contained herein.

**APPLICABILITY**

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

APPROVED FOR LEGAL CONTENT:

**CITY OF GREAT FALLS, Lessor**

\_\_\_\_\_  
Sara R. Sexe, City Attorney

\_\_\_\_\_  
Gregory T. Doyon, City Manager

**GREAT FALLS MONTANA TOURISM,  
Lessee**

ATTEST:

By: \_\_\_\_\_  
(signature)

\_\_\_\_\_  
Lisa Kunz, City Clerk

\_\_\_\_\_  
(printed name)

(SEAL OF THE CITY)

Its: \_\_\_\_\_  
Title or Office

**ATTACHMENT A**

- Removal of built in displays between restroom entrance, reception stand and short half wall near stairs
- Replacement of restroom sinks
- Construction of enclosed offices
- Installation of solid surface flooring
- Interior paint
- Installation of windows and windowed door in the lower level
- Installation of energy efficient lighting
- Installation of signage
- Replacement of stair barrier
- Installation of exterior windows on the main level
- Installation of video security system



Commission Meeting Date: February 2, 2021

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Non-Administrative Plat to Aggregate Lots 1-10 and Lots 24-26 of Block 1, Lincoln Heights Addition to Great Falls

**From:** Lonnie Hill, Planner I

**Initiated By:** Montana Commerce, LLC

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

**Action Requested:** City Commission approve the Amended Plat of the Aggregation and accompanying Findings of Fact.

---

**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (approve/deny) the amended plat to aggregate Lots 1-10 and Lots 24-26 of Block 1, Lincoln Heights Addition to Great Falls as legally described in the Staff Report, and the accompanying Findings of Fact, subject to the Conditions of Approval being fulfilled by the applicant.”

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

---

**Staff Recommendation:** At the conclusion of its regularly scheduled meeting held on December 22, 2020, the Planning Advisory Board recommended that the City Commission approve the applicant’s request for the aggregation of Lots 1-10 and Lots 24-26 of Block 1, Lincoln Heights Addition. Staff recommends approval of the Non-Administrative Plat of the subject properties with the following conditions:

**Conditions of Approval:**

**1. General Code Compliance.** The proposed project shall be developed 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. Amended Plat.** Provide a revised Amended Plat of the subject properties, showing the proposed aggregation required by the City of Great Falls. The revised Plat shall incorporate corrections of any errors or omissions noted by Staff. Also, a deed will be required to ensure that all the properties are under one ownership in order to aggregate the parcels.

**3. Land Use & Zoning.** The development standards and land uses for the subject properties shall be consistent with the OCCGF.

**Summary:** Montana Commerce, LLC has submitted an application to aggregate Lots 1-10 and Lots 24-26 of Block 1 of the Lincoln Heights Addition to Great Falls. This request was submitted concurrently with a building permit to construct a new car wash facility located at 2500 10<sup>th</sup> Avenue South. Staff directed the applicant to aggregate the lots in order for the car wash building and associated development to comply with City building setback requirements.

**Background:** The applicant's request to aggregate Lots 1-10 will ensure that the proposed new structures will not cross over the boundary lines of each individual lot, therefore conforming to City building setback requirements. Additionally, the aggregation of Lots 24-26 will ensure that the stormwater facilities being developed with the project are under the ownership of one party. This simplifies long-term maintenance responsibility. The draft amended plat showing the aggregation has been attached for review. The amended plat must be approved by the City Commission and recorded prior to a Certificate of Occupancy being issued by the City for the car wash development.

**Non-Administrative Plat:**

The applicant proposes to aggregate Lots 1-10 and Lots 24-26 of Block 1 of the Lincoln Heights Addition to Great Falls to facilitate the development of a car wash. The aggregation is required to go through the amended plat process per 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. Additionally, pursuant to the OCCGF, Staff has reviewed the plat for compliance with the survey requirements of Title 17 and State law, dedication of easements for the location and installation of any planned utilities, and review of physical and legal access to the parcels. 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.

The amended plat will be additionally reviewed by City/County Health Department Staff and Cascade County Clerk and Recorder Staff for compliance with the survey requirements as part of the standard plat review process.

**Neighborhood Council Input:**

Per Montana Code Annotated and the Official Code of the City of Great Falls (OCCGF) § 17.16.4.010 Table 16-2, non-administrative plats do not require public notification. As a courtesy, the project was presented to Neighborhood Council #5 at their regularly scheduled meeting on January 18, 2021.

**Fiscal Impact:** Public infrastructure is existing surrounding the parcels. The cost of connecting to utilities and any on site improvements including stormwater management will be borne by the applicant.

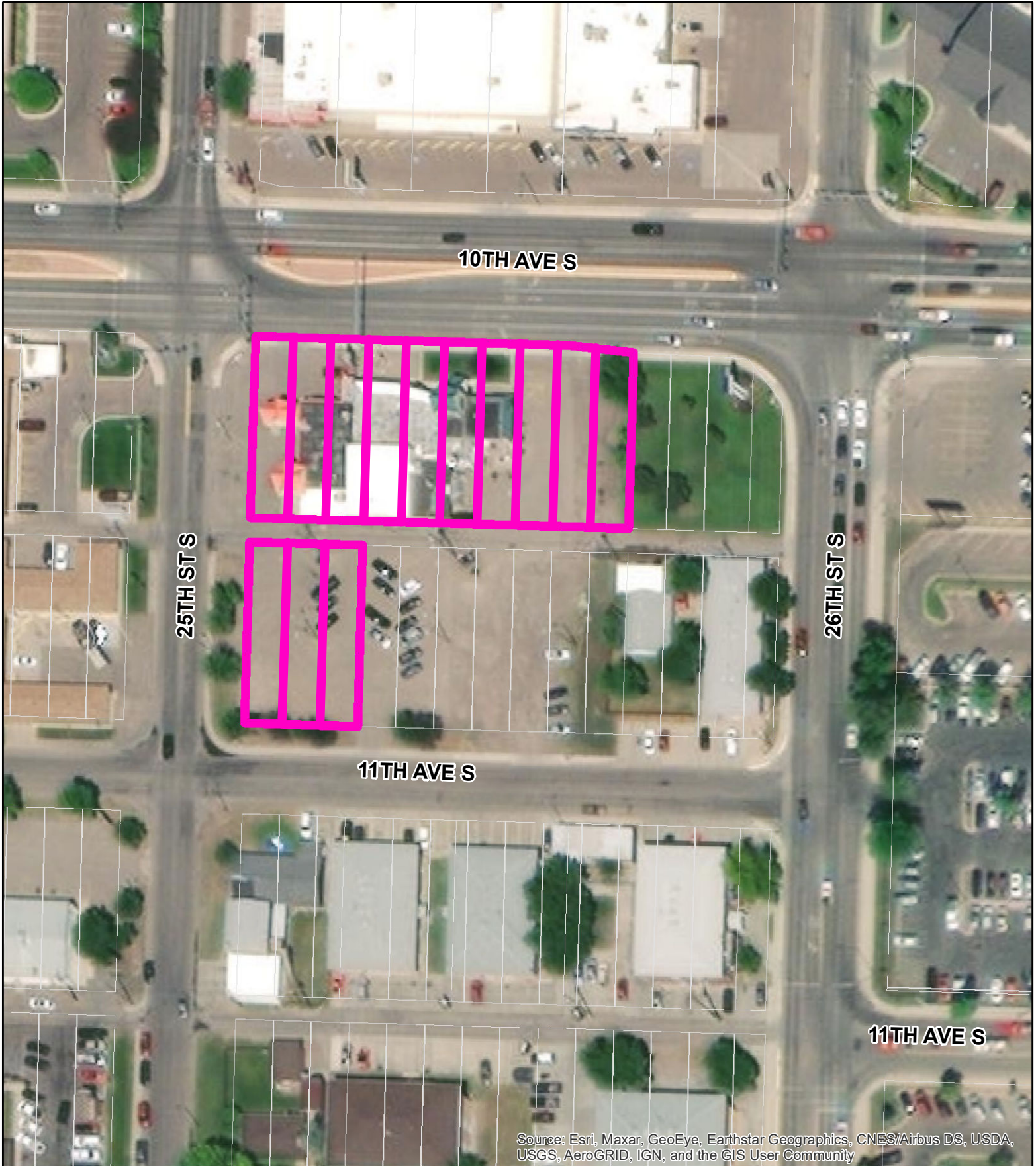
**Alternatives:** The City Commission could recommend denial of the lot aggregation request. For this action, the City Commission must provide separate Findings of Fact/Basis of Decision to support an alternative decision.



**Concurrences:** Representatives from the City's Public Works Department and Fire Department have been involved throughout project discussions with the applicant, and will continue throughout the construction of the project. These two departments, along with the City's Building Department, have reviewed and approved the building permit for the proposed car wash.

**Attachments/Exhibits:**

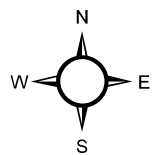
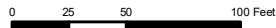
- Exhibit A - Aerial Exhibit Showing Lots to be Aggregated
- Exhibit B - Zoning Map
- Exhibit C - Site Plan
- Exhibit D - Draft Amended Plat
- Exhibit E - Findings of Fact/Basis of Decision – Subdivision

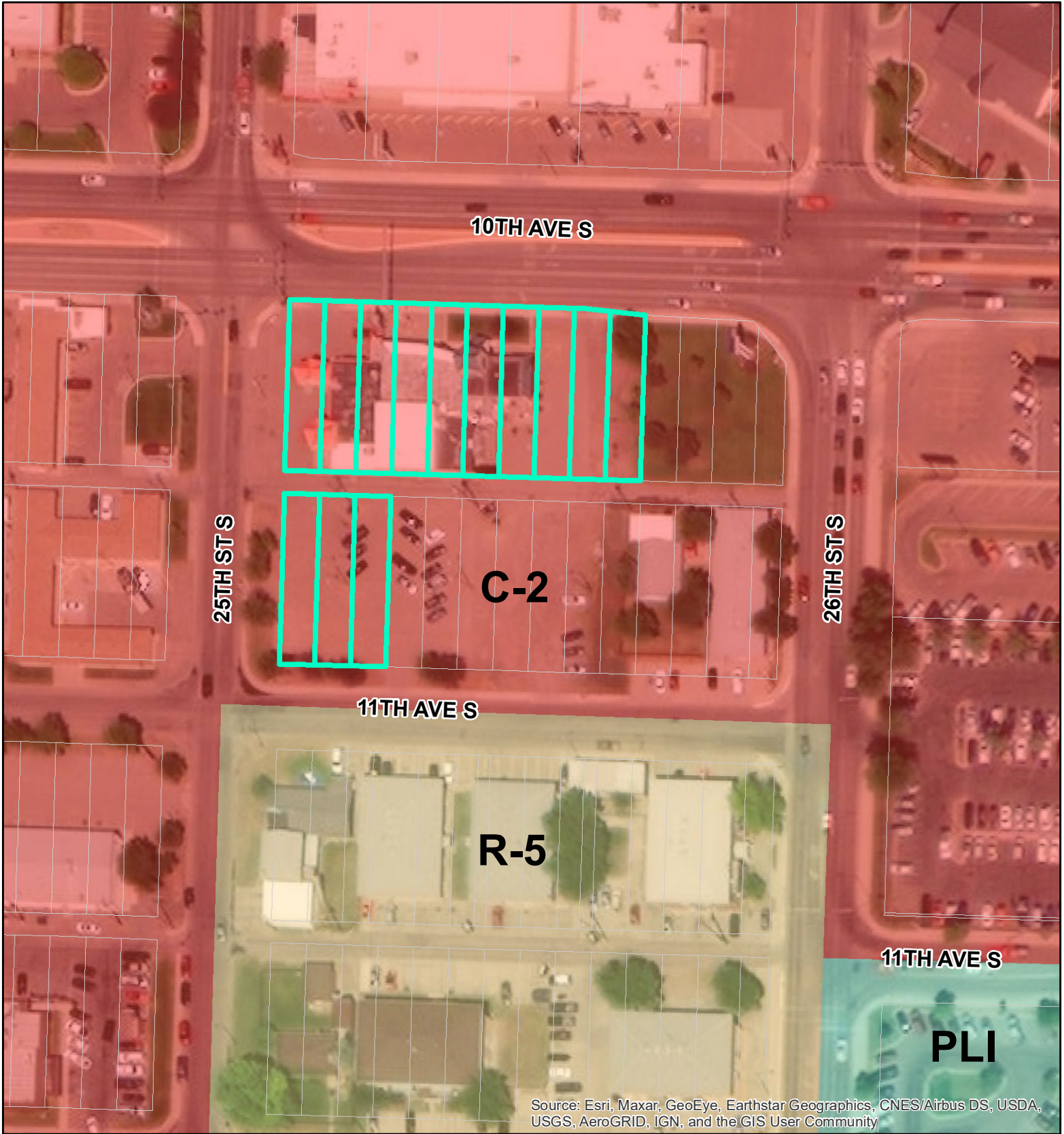





Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community




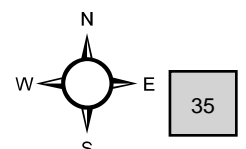
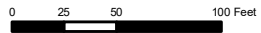
Lots to be Aggregated





-  R-5 Multi-family Medium Density
-  C-2 General commercial
-  PLI Public Lands and Institutional

 Lots to be Aggregated



# SITE PLAN WITH LOT LINES

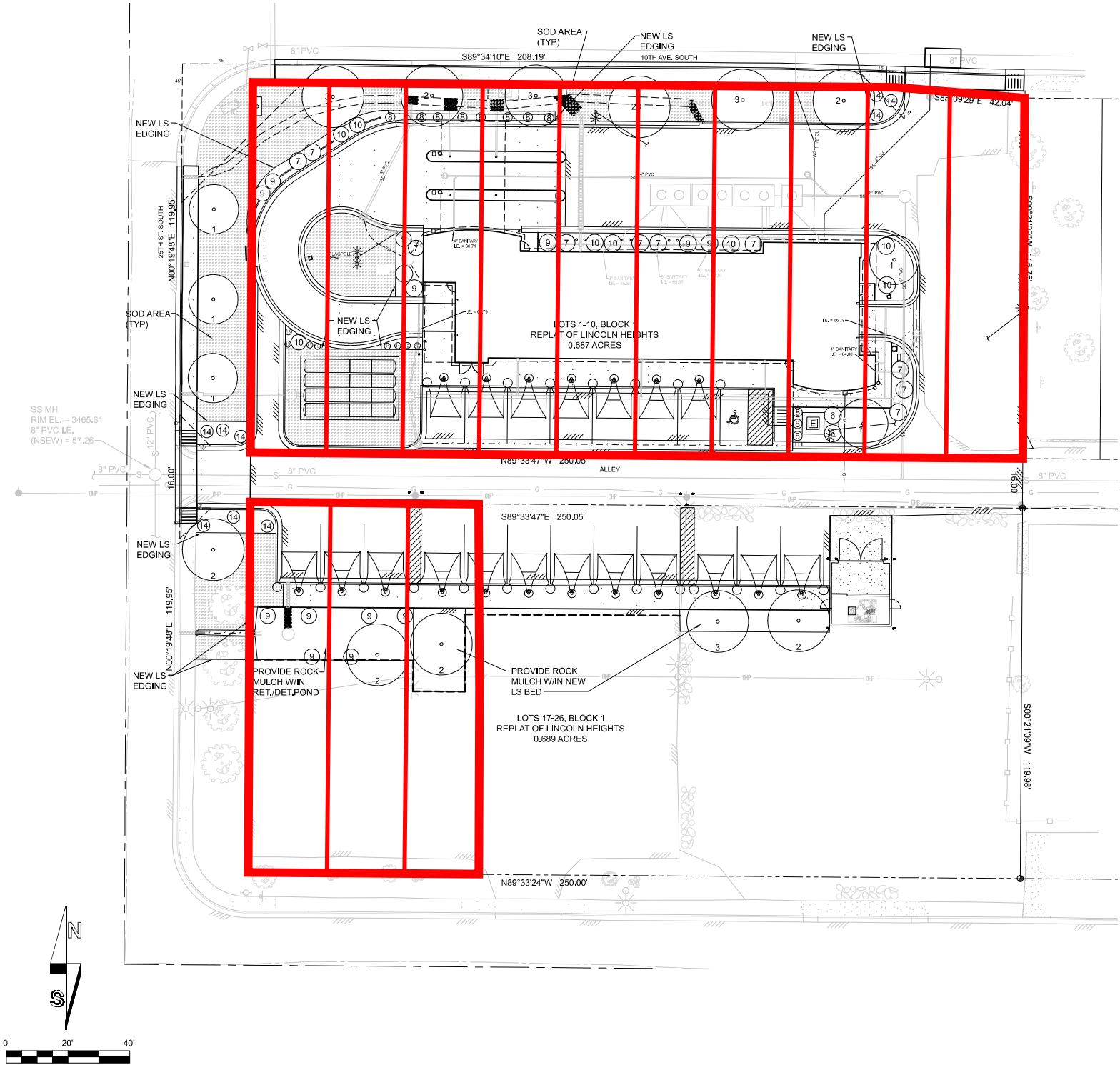
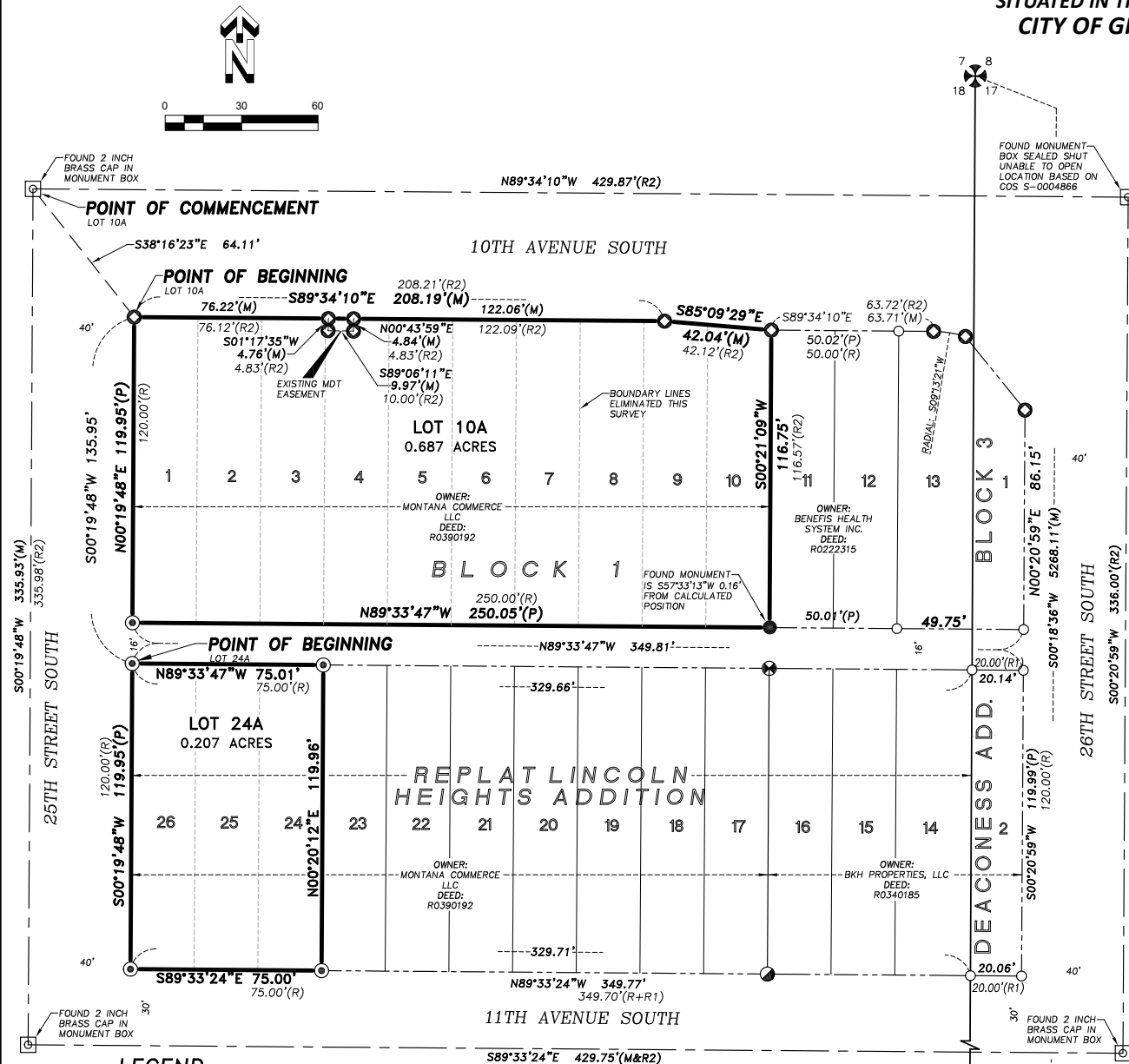


Exhibit D

AMENDED PLAT OF LOTS 1 THROUGH 10 AND LOTS 24-26, BLOCK 1, REPLAT OF THE LINCOLN HEIGHTS ADDITION TO THE CITY OF GREAT FALLS

SITUATED IN THE NE1/4 NE1/4 SECTION 18, T. 20 N., R. 4 E., P.M.M., CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA



CERTIFICATE OF OWNER:

I, THE UNDERSIGNED, AUTHORIZED REPRESENTATIVES OF MONTANA COMMERCE LLC, OWNERS OF THE SUBJECT PROPERTIES SHOWN HEREON, CERTIFY THAT WE HAVE CAUSED TO BE SURVEYED, AND LOTS AGGREGATED, THE FOLLOWING DESCRIBED REAL PROPERTY TO WIT:

LOTS 1 - 10 AND LOTS 24 - 26, BLOCK 1, REPLAT OF THE LINCOLN HEIGHTS ADDITION TO THE CITY OF GREAT FALLS, SITUATED IN THE NE1/4 NE1/4 SECTION 18, T. 20 N., R. 4 E., P.M.M., CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LEGAL DESCRIPTION:

LOT 10A:

COMMENCING AT A CENTERLINE MONUMENT AT THE INTERSECTION OF 10TH AVENUE SOUTH AND 25TH STREET SOUTH, WHICH IS A FOUND 2 INCH BRASS CAP IN A MONUMENT BOX; THENCE S38°16'23"E A DISTANCE OF 64.11 FEET TO THE INTERSECTION OF THE SOUTH AND EAST RIGHT-OF-WAYS OF SAID STREETS, SAID INTERSECTION IS ALSO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE ALONG THE SOUTH RIGHT-OF-WAY OF 10TH AVENUE SOUTH, S89°34'10"E A DISTANCE OF 208.19 FEET TO AN ANGLE POINT; THENCE S85°09'29"E A DISTANCE OF 42.04 FEET TO AN ANGLE POINT; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY, S00°21'09"W A DISTANCE OF 116.75 FEET TO A POINT ON THE NORTH LINE OF AN ALLEYWAY FOR BLOCK 1, REPLAT OF LINCOLN HEIGHTS ADDITION; THENCE ALONG SAID NORTH LINE, N89°33'47"W A DISTANCE OF 250.05 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF 25TH STREET SOUTH; THENCE ALONG SAID EAST RIGHT-OF-WAY, N00°19'48"E A DISTANCE OF 119.95 FEET TO THE POINT OF BEGINNING OF THE PARCEL DESCRIBED HEREIN, CONTAINING 0.687 ACRES; AND,

LOT 24A:

COMMENCING AT A CENTERLINE MONUMENT AT THE INTERSECTION OF 10TH AVENUE SOUTH AND 25TH STREET SOUTH, WHICH IS A FOUND 2 INCH BRASS CAP IN A MONUMENT BOX; THENCE S38°16'23"E A DISTANCE OF 64.11 FEET TO THE INTERSECTION OF THE SOUTH AND EAST RIGHT-OF-WAYS OF SAID STREETS, THENCE ALONG THE EAST RIGHT-OF-WAY LINE OF 25TH STREET SOUTH S00°19'48"W A DISTANCE OF 135.95 TO A POINT AT THE INTERSECTION OF THE EAST LINE OF 26TH STREET SOUTH AND THE SOUTH RIGHT-OF-WAY LINE OF AN ALLEYWAY, SAID INTERSECTION IS ALSO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE ALONG THE EAST RIGHT-OF-WAY OF 26TH STREET SOUTH, S00°19'48"W A DISTANCE OF 119.95 FEET TO THE INTERSECTION WITH THE NORTH LINE OF 11TH AVENUE SOUTH; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE S89°33'24"E A DISTANCE OF 75.00 FEET TO AN ANGLE POINT; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY N00°20'12"E A DISTANCE OF 119.96 FEET TO A POINT ON THE SOUTH LINE OF AN ALLEYWAY FOR BLOCK 1, REPLAT OF LINCOLN HEIGHTS ADDITION; THENCE ALONG SAID SOUTH LINE, N89°33'47"W A DISTANCE OF 75.01 FEET TO THE POINT OF BEGINNING OF THE PARCEL DESCRIBED HEREIN, CONTAINING 0.207 ACRES; AND,

THE ABOVE DESCRIBED LOTS ARE TO BE KNOWN AND DESIGNATED AS LOT 10A AND LOT 24A OF THE AMENDED PLAT OF LOTS 1 - 10 & LOTS 24 - 26, BLOCK 1, REPLAT OF THE LINCOLN HEIGHTS ADDITION TO GREAT FALLS; AND,

PURPOSE:

I, THE AUTHORIZED REPRESENTATIVE OF MONTANA COMMERCE LLC., CERTIFY THAT THE PURPOSE OF THIS SURVEY IS TO AGGREGATE LOTS 1-10 INTO A SINGLE LOT AND LOTS 24-26 INTO A SINGLE LOT. THIS AGGREGATION IS EXEMPT FROM REVIEW AS A SUBDIVISION PURSUANT TO M.C.A. 76-3-207(1)(f), WHICH STATES: "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 unplatted parcel continues to apply to those areas." AND;

THIS AMENDED PLAT IS EXEMPT FROM REVIEW BY THE MONTANA DEPARTMENT OF ENVIRONMENTAL QUALITY PURSUANT TO M.C.A 76-4-125(1)(c) WHICH STATES: "divisions made for the purposes other than the construction of water supply or sewage and solid waste disposal facilities as the department specifies by rule; AND A.R.M. 17.36.605(3), WHICH STATES: "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";

[NAME], AUTHORIZED REPRESENTATIVE OF MONTANA COMMERCE LLC. DATE

ACKNOWLEDGED STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC FOR THE STATE OF \_\_\_\_\_, DID PERSONALLY APPEAR, [NAME], AUTHORIZED REPRESENTATIVE OF MONTANA COMMERCE LLC., KNOWN TO ME TO BE THE PERSON THAT EXECUTED THE FOREGOING INSTRUMENT. IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR HEREIN ABOVE FIRST WRITTEN.

BASIS OF BEARING

THE BEARING SOURCE FOR THIS SURVEY IS BASED ON AN RTK GPS AUTONOMOUS POSITION. THE BEARINGS PRODUCED ARE CONSIDERED GEODETIC NORTH AND ARE AS SHOWN ON THE ACCOMPANYING MAP.

NOTE: IT IS NOT THE INTENT OF THIS SURVEY TO SHOW ALL EASEMENTS THAT MAY AFFECT THE SUBJECT OR ADJACENT PROPERTIES. NO TITLE REPORT HAS BEEN FURNISHED TO THE SURVEYOR AND NO SEARCH OF THE PUBLIC RECORDS FOR ANY OR ALL EASEMENTS THAT MAY AFFECT THE SUBJECT OR ADJACENT PROPERTIES HAS BEEN PERFORMED BY THE SURVEYOR. THEREFORE EASEMENTS OF RECORD MAY EXIST AND MAY NOT BE SHOWN ON THE ACCOMPANYING MAP.

CERTIFICATE OF CITY COMMISSION:

I, GREGORY T. DOYON, CITY MANAGER OF THE CITY OF GREAT FALLS, MONTANA, DO HEREBY CERTIFY THAT THE ACCOMPANYING PLAT, WAS DULY EXAMINED AND APPROVED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, AT ITS REGULAR MEETING HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

GREGORY T. DOYON, CITY MANAGER CITY OF GREAT FALLS, MONTANA

CERTIFICATE OF GREAT FALLS PLANNING BOARD:

WE, THE UNDERSIGNED, PETER FONTANA, PRESIDENT OF THE GREAT FALLS PLANNING BOARD, CITY OF GREAT FALLS, MONTANA, AND CRAIG RAYMOND, SECRETARY OF SAID GREAT FALLS PLANNING BOARD, DO HEREBY CERTIFY THAT THE ACCOMPANYING PLAT HAS BEEN SUBMITTED TO THE SAID GREAT FALLS PLANNING BOARD, FOR THE EXAMINATION BY THEM AND WAS APPROVED AT ITS REGULAR MEETING HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

PETER FONTANA, PRESIDENT GREAT FALLS PLANNING BOARD

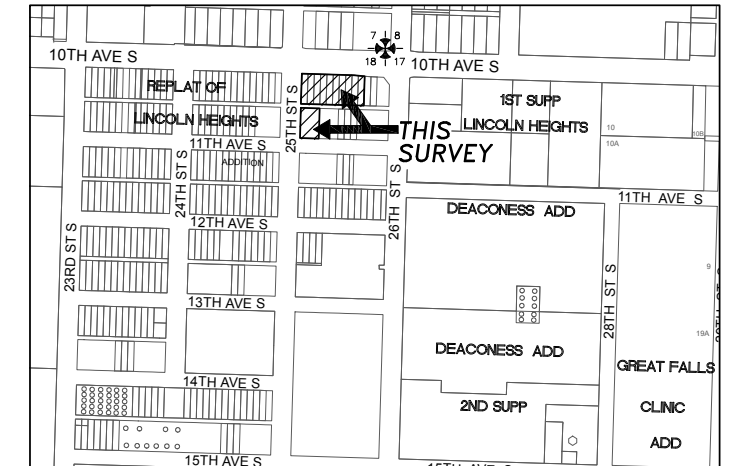
CRAIG RAYMOND, SECRETARY GREAT FALLS PLANNING BOARD

CERTIFICATE OF COUNTY 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.

ASSESSMENT CODE: LOTS 1-10 - 0001044800

CASCADE COUNTY TREASURER \_\_\_\_\_ DATE \_\_\_\_\_ DEPUTY TREASURER \_\_\_\_\_ DATE \_\_\_\_\_



T. 20 N., R. 04 E. VICINITY MAP

LEGEND

- SYMBOLS SECTION CORNER (AS DESCRIBED) CENTERLINE MONUMENT (AS DESCRIBED) SET 5/8" x 24" REBAR WITH ORANGE PLASTIC CAP STAMPED "LEO 12920ES" FOUND 5/8" REBAR WITH ORANGE PLASTIC CAP STAMPED "LEO 12920ES" FOUND 5/8" REBAR WITH 2" ALUMINUM CAP STAMPED "MDT 11702LS" FOUND 5/8" REBAR WITH ILLEGIBLE YELLOW PLASTIC CAP FOUND 1/2" REBAR POSITION ONLY - NOTHING FOUND OR SET

ABBREVIATIONS

- (M) MEASURED DIMENSION (R) RECORD DIMENSION (P) PROPORTIONED DIMENSION RECORD DOCUMENTS R REPLAT OF LINCOLN HEIGHTS ADDITION R1 DEACONESS ADDITION R2 COS S-0004866

CERTIFICATE OF SURVEYOR:

I, MARK LEO, PROFESSIONAL ENGINEER AND LAND SURVEYOR, MONTANA REGISTRATION NUMBER 12920 ES, DO HEREBY CERTIFY THAT DURING THE MONTHS OF FEBRUARY, SEPTEMBER, AND OCTOBER 2020, THAT I PERFORMED, OR IT WAS PERFORMED UNDER MY DIRECT SUPERVISION, THE SURVEY THAT THE ACCOMPANYING MAP REPRESENTS AND THAT THIS SURVEY IS IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN 76-3-402 AND 403, M.C.A., AND THAT THE MONUMENTS FOUND AND SET ARE OF THE CHARACTER AND OCCUPY THE POSITIONS SHOWN HEREON.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.



MARK LEO, PROFESSIONAL ENGINEER AND LAND SURVEYOR, MT LICENSE NUMBER 12920ES

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: \_\_\_\_\_

RECORDING STAMP

bsc&e BIG SKY CIVIL & ENVIRONMENTAL, INC 1324 13th Ave SE P.O. BOX 362 GREAT FALLS, (406)727-2185 (406)727-3656 www.bigskyce.com SHEET TITLE: AMENDED PLAT - AGGREGATION FIELD WORK COMPLETION: 2/25/20,9/24/20 JOB NO./DRAWING NAME: 20T-LEGAL-AGG SHEET: 1 OF 1 MONUMENTS SET: TBD DRAFTED BY: CRB DRAWING DATE: 11/2/2020

## Exhibit E

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

Amended Plat of Lots 1-10 and Lots 24-26 of Block 1, Lincoln Heights Addition to Great Falls located in Section 18, T20N, R4E, P.M.M., Cascade County, MT.

*(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 thirteen lots. The existing lots consisted of a commercial building, which has been demolished, and a parking lot. The area is surrounded by urban development. 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:** The existing lots are surrounded by City utility mains that were previously extended into the parcels with existing service lines. Those service lines will be replaced as part of the proposed development of the car wash. The subject properties are served by the existing street network and currently receiving law enforcement and fire protection service from the City of Great Falls. Providing these services to the subject properties is expected to be a manageable cost to the City.

**Effect on the Natural Environment:** The proposed development of the car wash includes storm water improvements that were reviewed and approved by the City of Great Falls Public Works Department to meet City standards. These improvements will have a positive effect on the soils and water quality of surface or ground waters.

**Effect on Wildlife and Wildlife Habitat:** The proposed lots to be aggregated are surrounded by existing development. This is not in an area of wildlife habitat.

**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. The proposed development of a car wash 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.

## Exhibit E

### **EASEMENT FOR UTILITIES**

There are no public utilities being proposed as part of the development. Utility mains already surround the proposed development site. The developer is not required to provide utility easements to accommodate water mains, sanitary sewer mains, or any private utilities.

### **LEGAL AND PHYSICAL ACCESS**

Legal and physical access to the site is available from various streets and avenues surrounding the subject properties. These are all existing roads that are currently in City limits and are maintained by the City of Great Falls.



Commission Meeting Date: February 2, 2021  
**CITY OF GREAT FALLS**  
**COMMISSION AGENDA REPORT**

**Item:** Construction Contract Award: Fox Farm 20-inch and Southwest Side Water Main Replacements, O. F. 1494.9

**From:** Engineering Division

**Initiated By:** Public Works Department

**Presented By:** Paul Skubinna, Public Works Director

**Action Requested:** Consider and Approve Contract for O. F. 1494.9

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**Suggested Motion:**

1. Commissioner moves:

"I move the City Commission (award/not award) a contract in the amount of \$470,850.00 to United Materials of Great Falls, Inc. for the Fox Farm 20-inch and Southwest Side Water Main Replacements project, and authorize the City Manager to execute the contract documents."

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

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**Staff Recommendation:** Staff recommends awarding the contract to United Materials in the amount of \$470,850.00. United Materials has executed all the necessary documents.

**Summary:** The project consists of replacing approximately 480 lineal feet of 20-inch water main and 885 lineal feet of 8-inch water main under Fox Farm Road, 16<sup>th</sup> Street Southwest and 13<sup>th</sup> Street Southwest.

**Background:** This project is necessary to replace water mains that have been failing with increasing frequency, causing damage to property, roadways, disrupting traffic and water service to local residents and businesses. The water main breaks are primarily due to corrosive soils, age and the type of pipe material used. The water mains being replaced were originally installed in 1946 and 1959.

**Significant Impacts:** The 20-inch water main is located in Fox Farm Road between Alder Drive and 18<sup>th</sup> Avenue Southwest. During construction of this portion of the project traffic will be reduced to one way traffic in each direction for approximately 28 days while this work is in progress.

**Citizen and Stakeholder Participation:** This project has been planned and coordinated with Montana Department of Transportation (MDT). MDT is planning to construct an overlay on Fox Farm Road from 10<sup>th</sup> Avenue South to East Fiesta the summer/fall of 2021. Therefore this project has been prioritized to



be completed prior to the start of MDT's project so that the new overlay done by MDT is not impacted by the project.

This project is also being completed in cooperation with the Montana Department of Environmental Quality (DEQ).

Workload Impacts: City Engineering staff designed the project and will perform construction inspection and contract administration duties.

Project Work Scope: This project will replace approximately 480 lineal feet of 20-inch cast iron water main and 885 lineal feet of 8-inch cast iron water main with 20-inch and 8-inch PVC water main; replace 3 fire hydrants; 12 water service connections; 950 square yards of gravel; and 350 square yards of asphalt pavement.

Project locations include;

- Fox Farm Road from approximately Alder Drive to 18<sup>th</sup> Avenue Southwest.
- 16<sup>th</sup> Street Southwest from approximately 5<sup>th</sup> Avenue Southwest to 3<sup>rd</sup> Avenue Southwest.
- 13<sup>th</sup> Street Southwest from 7<sup>th</sup> Avenue Southwest north approximately 345 feet.

This project is scheduled to begin April 5, 2021, depending on weather conditions.

Evaluation and Selection Process: This project was advertised on December 27, 2020, January 3, 2021 and January 10, 2021. Two bids were received and opened for this project on January 20, 2021. Bids for this project ranged from \$470,850.00 to \$653,515.00. United Materials submitted the low bid. United Materials is an established responsible contractor and has done a number of projects within the City.

Conclusion: This project has been programmed, vetted, coordinated and scheduled to provide the least negative impact to citizens, while performing necessary upgrades to the water distribution system with minimum negative impact to road surfacing now and into the future.

**Fiscal Impact:** This project has been prioritized as a needed capital improvement and is being funded through the Water Utility Enterprise Fund.

**Alternatives:** The City Commission could vote to deny award of the construction contract and re-bid the project at a later date or do nothing and repair future water main breaks and road surfacing as they occur.

**Attachments/Exhibits:**

Bid tabulation

Project location maps

CITY OF GREAT FALLS  
 P.O. BOX 5021  
 GREAT FALLS, MT 59403

BID TABULATION SUMMARY  
 Fox Farm 20-inch SW Side Water Main Replacem  
 O.F. 1494.9

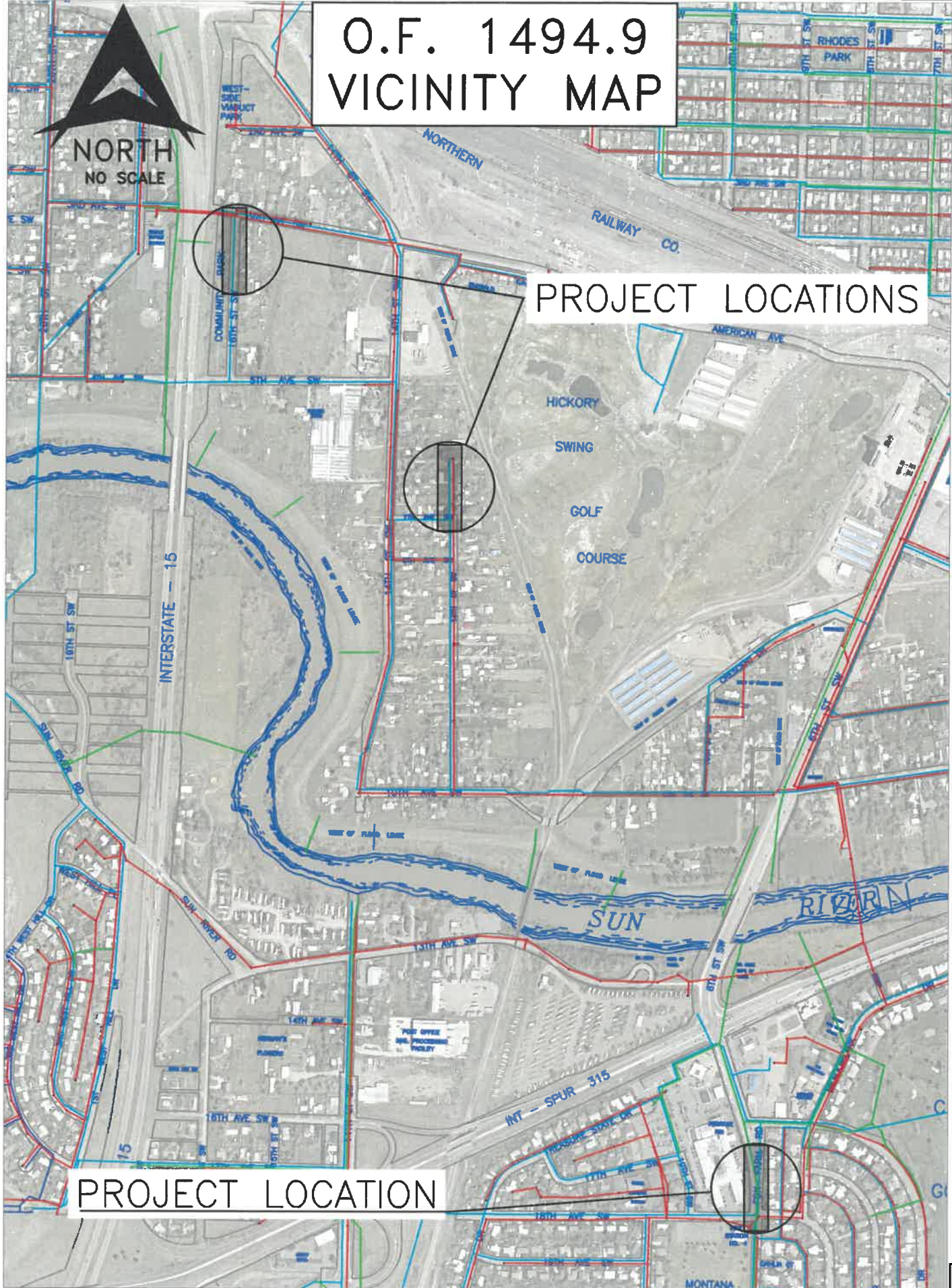
Project Number PW352101  
 Bids Taken at Civic Center  
 Date: January 20, 2021  
 Tabulated By: Rick Johnson

	Name & Address of Bidder	Acknowledge Addendum #1	10% Bid Security	Certificate of Non-Segregated Facilities	Certificate of Compliance with Insurance Req.	Total Bid
1	Ed Boland Construction 4701 N Star Blvd Great Falls MT 59405	X	X	X	X	<b>\$653,515.00</b>
2	United Materials 2100 9th Ave N Great Falls MT 59404	X	X	X	X	<b>\$470,850.00</b>
3						
6						
7						
8						
9						
10	Engineer's Estimate					

# O.F. 1494.9 VICINITY MAP



PROJECT LOCATIONS



PROJECT LOCATION



Commission Meeting Date: February 2, 2021

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Resolution 10383, Authorizing the Issuance and Private Negotiated Sale of up to \$6,000,000 Tax Increment Urban Renewal Bonds, Series 2021 (Downtown Urban Renewal District); subject to the terms and limitations set forth herein

**From:** Melissa Kinzler, Finance Director

**Initiated By:** Financing of costs associated with renovation of the exterior façade and roof of the City’s Civic Center

**Presented By:** Melissa Kinzler, Finance Director

**Action Requested:** City Commission adopt Resolution 10383

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**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (adopt/deny) Resolution 10383.”

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

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**Staff Recommendation:** Staff recommends that the City Commission adopt Resolution No. 10383, Authorizing the issuance and private negotiated sale of up to \$6,000,000. This will finance the costs associated with renovation of the exterior façade and roof the City’s Civic Center and extend the tax increment district.

**Background:** Staff had presented to the City Commission at the December 1, 2020 City Commission meeting a resolution authorizing the expenditure of funds from the Downtown Urban Renewal Tax Increment Financing District toward the Civic Center Façade Renovation Project. The City Commission held a public hearing and adopted Resolution 10379, authorizing approximately \$8,829,810 (includes interest on the debt) of funds from the Downtown Urban Renewal Tax Increment Financing toward the project.

Resolution 10383, will establish the terms, conditions and documentation for a private, negotiated sale of up to \$6,000,000 in Tax Increment Bonds to D.A. Davidson & Company.

The City Manager and Finance Director along with Dorsey & Whitney, LLP, the City’s bond counsel, will work to establish the appropriate terms, conditions, and documentation for the sale of the Bonds. The purchase price, redemption features, and interest rate on the Bonds will be subject to the following conditions and limitations:

- (1) the aggregate principal amount of the Bonds shall not exceed \$6,000,000.
- (2) the maximum true interest cost on the Series 2021 Bonds shall not exceed 4.50%
- (3) the purchase price of the Series 2021 Bonds shall not be less than 99% of the principal amount thereof, exclusive of original issue premium or discount; and
- (4) the final maturity of the Series 2021 Bonds shall not be later than 20 years from their date of issuance.

Upon final approval of the interest rate, purchase price, and other terms and conditions of the sale of the Bonds, the City Manager, Fiscal Service Director, or the Deputy City Manager in the absence or unavailability of the either, shall be authorized to enter into and execute a Bond Purchase Agreement on behalf of the City. The form of the Bonds and the final terms and conditions will be brought in front of the City Commission under a separate resolution for final approval.

**Fiscal Impact:** The issuance of the 2021 bonds will extend the Downtown Urban Renewal Tax Increment District an additional thirteen years.

Although the original Architects estimate of the project is \$5.5 million dollars, it is anticipated that COVID has had a significant effect on construction material costs as well as availability of labor. As such, we have revised the estimate to \$6.2 million. Staff will have a better understanding of the actual costs soon as the project is currently out for bid with a February 17<sup>th</sup> bid opening date. After the bid is opened, and should it exceed projected cost, staff will review options at that time and advise the City Commission accordingly.

**Alternatives:** The City Commission could choose not to approve Resolution 10383. The renovation of the exterior façade and roof of the City's Civic Center would not be completed.

**Concurrences:** Representatives from Fiscal Services and Planning & Community Development have been working with Bond Counsel and D.A. Davidson Company throughout the entire process.

**Attachments/Exhibits:** Resolution No. 10383

CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Great Falls, Montana (the "City"), hereby certify that the attached resolution is a true copy of Resolution No. 10383, entitled: "RESOLUTION AUTHORIZING THE ISSUANCE AND PRIVATE NEGOTIATED SALE OF UP TO \$6,000,000 TAX INCREMENT URBAN RENEWAL REVENUE BONDS, SERIES 2021 (DOWNTOWN URBAN RENEWAL DISTRICT), SUBJECT TO THE TERMS AND LIMITATIONS SET FORTH HEREIN; AND AUTHORIZING THE CITY MANAGER AND FISCAL SERVICES DIRECTOR TO ENTER INTO A BOND PURCHASE AGREEMENT WITH RESPECT THERETO" (the "Resolution"), on file in the original records of the City in my legal custody; that the Resolution was duly adopted by the City Commission of the City at a regular meeting on February 2, 2021 and that the meeting was duly held by the City Commission and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.

I further certify that, upon vote being taken on the Resolution at said meeting, the following Commission Members voted in favor thereof: \_\_\_\_\_; voted against the same: \_\_\_\_\_; abstained from voting thereon: \_\_\_\_\_; or were absent: \_\_\_\_\_.

WITNESS my hand officially this \_\_\_\_ day of February, 2021.

(SEAL)

\_\_\_\_\_  
City Clerk

## RESOLUTION NO. 10383

RESOLUTION AUTHORIZING THE ISSUANCE AND PRIVATE NEGOTIATED SALE OF UP TO \$6,000,000 TAX INCREMENT URBAN RENEWAL REVENUE BONDS, SERIES 2021 (DOWNTOWN URBAN RENEWAL DISTRICT), SUBJECT TO THE TERMS AND LIMITATIONS SET FORTH HEREIN; AND AUTHORIZING THE CITY MANAGER AND FISCAL SERVICES DIRECTOR TO ENTER INTO A BOND PURCHASE AGREEMENT WITH RESPECT THERETO

BE IT RESOLVED by the City Commission (the “Commission”) of the City of Great Falls, Montana (the “City”), as follows:

Section 1. Authorization and Recitals.

1.01. Authorization. Under the provisions of Montana Code Annotated, Title 7, Chapter 15, Parts 42 and 43, as amended (the “Act”), the City is authorized to create urban renewal areas, prepare and adopt an urban renewal plan therefor and amendments thereto, undertake urban renewal projects therein, provide for the segregation and collection of tax increment with respect to property taxes collected in such areas, issue its bonds to pay the costs of such projects and to refund bonds previously issued under the Act and pledge to the repayment of the bonds the tax increment and other revenues derived from projects undertaken within the urban renewal area.

1.02. The District and the Urban Renewal Plan. Pursuant to the Act and Ordinance 3088, adopted by the Commission on May 15, 2012, as amended by Ordinance No. 3222 adopted on October 6, 2020 (the “Ordinance”), the City created the Downtown Urban Renewal District (the “District”) as an urban renewal area and approved the Downtown Urban Renewal Plan (the “Plan”) as an urban renewal plan for the District. The Plan provides for the segregation and collection of tax increment revenues with respect to the District in accordance with the provisions of the Act.

1.03 Civic Center Project. The City proposes to undertake the design, engineering, renovation and repair of the exterior façade of the City’s Civic Center (the “2021 Project”). The 2021 Project is authorized under the Plan and constitutes an urban renewal project within the meaning of the Act. Pursuant to the Plan, the Council declared its intention to use tax increment revenue from the District (as defined in the Act, “Tax Increment”) to finance the 2021 Project.

Section 2. Authorization. Pursuant to the authorizations and findings recited in the Plan and in Section 1 hereof, it is hereby determined that it is in the best interests of the City to offer for sale its Tax Increment Urban Renewal Revenue Bonds, Series 2021 (Downtown Urban Renewal District) (the “Series 2021 Bonds”), in the maximum aggregate principal amount of up to \$6,000,000, for the purpose of paying or reimbursing costs of the Infrastructure Improvements, funding a deposit to a debt service reserve account for the Series 2021 Bonds, and paying costs of issuance of the Series 2021 Bonds, as determined by the officers and

employees of the City identified pursuant to, and subject to the limitations set forth in, Section 4 hereof.

Section 3. Available Tax Increment. Upon the issuance of the Series 2021 Bonds, there are no other obligations of the City in respect of the Tax Increment, other than the Grant Commitments described below. Based on Tax Increment of \$1,326,973 received in Fiscal Year 2020 and Tax Increment of \$1,582,170 projected to be received in Fiscal Year 2021, the City estimates that the Tax Increment to be received from the District will be at least \$1,582,170 per year. The estimated maximum annual debt service on the Series 2021 Bonds, assuming an average interest rate of 4.50% per annum and a term of 20 years, is \$470,000. Accordingly, (i) the Tax Increment projected to be received each year is sufficient to pay the estimated maximum annual debt service on the Series 2021 Bonds and amounts due pursuant to the Grant Commitments, and (ii) the Tax Increment received in Fiscal Year 2020 and projected to be received in the next succeeding three fiscal years is estimated to be at least 140% of the estimated maximum annual debt service on the Series 2021 Bonds.

The City has agreed to make grant payments with respect to certain eligible infrastructure expenses. Such grant payments are to be made from Tax Increment and are payable on a subordinate basis to the Series 2021 Bonds (the “Grant Commitments”). Presently such Grant Commitments consist of a \$205,109 obligation for parking improvements and \$12,000 for operation of the Downtown Development Partnership.

#### Section 4. Parameters and Terms of Sale.

4.01 This Commission hereby determines that it would be in the best interests of the City to sell the Series 2021 Bonds through a negotiated sale to D.A. Davidson & Co., of Great Falls, Montana (the “Underwriter”).

4.02. The Series 2021 Bonds shall be sold to the Underwriter on terms and at a purchase price within the following limitations and conditions: (1) the aggregate principal amount of the Series 2021 Bonds, exclusive of original issue discount or premium, shall not exceed \$6,000,000; (2) the maximum true interest cost on the Series 2021 Bonds shall not exceed 4.50%; (3) the purchase price of the Series 2021 Bonds shall not be less than 99% of the principal amount thereof, exclusive of original issue premium or discount; and (4) the final stated maturity of the Series 2021 Bonds shall not be later than 20 years from their date of issue. All costs of issuing the Series 2021 Bonds (including, without limitation, the fees and expenses of bond counsel, the fees of the paying agent and registrar, the preliminary and the preliminary and final Official Statement costs, and the costs of printing the Series 2021 Bonds) shall be paid by the City.

The form of the Series 2021 Bonds and the final terms and conditions thereof shall be prescribed by a subsequent resolution to be adopted by this Commission.

4.03. The City Manager and the Fiscal Services Director, or the Deputy City Manager in the absence or unavailability of either, are hereby authorized and directed to approve the



principal amount, purchase price, maturity dates, interest rates and redemption provisions of the Series 2021 Bonds and compensation to the Underwriter, subject to the conditions contained in Section 4. Upon approving such terms, the City Manager and the Fiscal Services Director, or the Deputy City Manager in the absence or unavailability of either, are hereby authorized and directed to approve, execute and deliver to the Underwriter a bond purchase agreement (the “Bond Purchase Agreement”) containing the agreement of the City to sell, and the agreement of the Underwriter to purchase, the Series 2021 Bonds on the terms so approved, and containing such other provisions as the City Manager and the Fiscal Services Director, or the Deputy City Manager in the absence or unavailability of either, shall deem necessary and appropriate. The execution and delivery of the Bond Purchase Agreement shall be conclusive as to the approval of such officers or employees of the terms of the Series 2021 Bonds and the agreement of the City to sell the Series 2021 Bonds on such terms in accordance with the provisions thereof.

Section 5. Official Statement. The City Manager and the Fiscal Services Director, in cooperation with the Underwriter, are hereby authorized and directed to prepare on behalf of the City, an Official Statement, to be distributed by the Underwriter to prospective purchasers of the Series 2021 Bonds. The Official Statement shall contain such information as shall be advisable and necessary to describe accurately the City and the security for, and the terms and conditions of, the Series 2021 Bonds. The Fiscal Services Director is authorized on behalf of the City to deem the preliminary Official Statement near “final” as of its date, in accordance with Rule 15c2-12(b)(1) under the Securities Exchange Act of 1934.

Section 6. Continuing Disclosure. To permit the Underwriter and other participating underwriters in the primary offering of the Series 2021 Bonds to comply with paragraph (b)(5) of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934 (the “Rule”), the City will covenant and agree, for the benefit of the registered holders and beneficial owners from time to time of the outstanding Series 2021 Bonds, to provide annual reports of specified information and notice of the occurrence of certain events. A description of the undertaking will be set forth in the preliminary Official Statement.

Section 7. Effective Date. This Resolution shall become effective immediately upon adoption by the City Commission.

Passed and adopted by the City Commission of the City of Great Falls, Montana, on this 2<sup>nd</sup> day of February, 2021.

\_\_\_\_\_  
Bob Kelly, Mayor

Attest:

\_\_\_\_\_  
Lisa Kunz, City Clerk

APPROVED FOR LEGAL CONTENT:

\_\_\_\_\_  
Sara R. Sexe, City Attorney



Commission Meeting Date: February 2, 2021

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

**Item:** Resolution of Intention 10385, Intention to vacate the alley easement legally described as the west 20 feet of Lots 1B, 1D, 1C, 1G, 1FF, 1FA, 1FB, 1FC, 1FD, and 1FE of Sun River Park Addition in Great Falls, Montana

**From:** Lonnie Hill, Planner 1

**Initiated By:** Gary and Nancy Martin, 124 24<sup>th</sup> Street SW

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

**Action Requested:** City Commission adopt Resolution of Intention 10385 and set a public hearing for March 2, 2021.

**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (adopt/deny) Resolution of Intention 10385, and set a public hearing for March 2, 2021.”

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

**Staff Recommendation:** Staff recommends adoption of Resolution of Intention 10385 to vacate the alley easement as described in this agenda report

**Summary:**

The Applicants, Gary and Nancy Martin, have submitted a Right-of-Way (ROW) Vacation Application to vacate the alley easement described as the west 20 feet of Lots 1B, 1D, 1C, 1G, 1FF, 1FA, 1FB, 1FC, 1FD, and 1FE of Sun River Park Addition. The vacation of the alley easement as public right-of-way would allow the homeowners of the lots described above to secure this portion of their lot and to restrict public access onto the rear of their lot.

**Background:**

The subject alley easement was originally dedicated to Cascade County by deed on May 7th, 1952 per Document Page 605 of Book 213 at the Cascade County Clerk and Recorder. The land was then annexed into the City of Great Falls with Resolution 4694 on May 24<sup>th</sup>, 1954.

The applicants are proposing to vacate the alley easement described in this report with the intent of eliminating public access. This alley easement is not improved or maintained by the City of Great Falls, and therefore vehicular traffic has caused maintenance issues for the property owners.

According to Section 7-3-4448, Montana Code Annotated (M.C.A.), the owner must file a request for the intent to vacate any right of way. City staff must then present a Resolution of the Intent to vacate said right of way to the City Commission. If Resolution 10385 is adopted, the next step is for the Commission to set a date for a public hearing regarding the vacation of the right of way. M.C.A. requires a petition to be sent to each of the owners abutting the right of way property. Unless 51 percent of the affected property owners object to the proposed vacation, the Commission may, by resolution, declare such vacation. Staff notes that signatures were required to be obtained by the applicants as part of their petition to vacate. The applicants submitted 16 signatures of the 21 adjacent property owners to the alley easement.

The original request to vacate submitted by the applicants included the section of alley easement described as the south 20 feet of Lots 1 and 1A of Block 17 of Sun River Park Addition in addition to what is being proposed for vacation. After review of the request, it was determined that this portion of alley easement is improved and used as the main access for the residence addressed as 2402 Central Avenue West. Due to these factors, this portion was pulled out of the request for vacation. This adjustment was conveyed and supported by the applicants, and adjacent property owners have been sent a letter describing this change.

**Utilities:**

The existing alley easement is not currently used to provide City water or sewer utilities. It is however used by private utility companies, including electricity. The proposed resolution calls for a 20 foot wide utility easement to remain to accommodate these public utilities.

**Fiscal Impact:**

If the Commission decides to vacate the alley easement, there will be no negative fiscal effect to the City. The vacation would eliminate this segment of unmaintained alley from its network of public right-of-way.

**Alternatives:**

The City Commission could deny acceptance of Resolution of Intention 10385 on first reading and not set the public hearing. Additionally, the City Commission could deny Resolution 10386 at the public hearing. Due process typically requires that the City Commission hold a public hearing of whether or not the right of way vacation request is ultimately approved. The action of this agenda item is simply a preliminary step towards the notification and the hearing process to be set at a future date.

**Concurrences:**

Representatives from the City's Public Works, Legal Department and Fire Departments have been notified of the Intent to Vacate the alley easement and have no objections to the request.

**Attachments/Exhibits:**

Resolution of Intention 10385  
 Exhibit A – Location Map  
 Applicant's Petition to Vacate

RESOLUTION 10385

A RESOLUTION OF INTENTION BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, TO VACATE THE ALLEY EASEMENT LEGALLY DESCRIBED AS THE WEST 20 FEET OF LOTS 1B, 1D, 1C, 1G, 1FF, 1FA, 1FB, 1FC, 1FD, AND 1FE OF SUN RIVER PARK ADDITION, SECTION 9, T20N, R3E, P.M.M., CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA., IN ACCORDANCE WITH THE PROVISIONS OF MONT. CODE ANN. § 7-3-4448, AND DIRECTING NOTICE TO BE GIVEN AS PROVIDED BY LAW

\* \* \* \* \*

WHEREAS, the deed dedicated on May 7, 1952 granted and conveyed the full and free right of way for a Highway upon and through the land to be used as an alley; and

WHEREAS, Gary and Nancy Martin own property adjacent of said right-of-way and has submitted a petition to vacate the alley easement legally described as the west 20 feet of Lots 1B, 1D, 1C, 1G, 1FF, 1FA, 1FB, 1FC, 1FD, and 1FE as an alley; and

WHEREAS, Mont. Code Ann. § 7-3-4448 sets forth, in pertinent part: (1)...Before vacating any street or part thereof or narrowing any street, the commission shall first pass a resolution declaring its intention to do so; and

WHEREAS, it is determined retention of the alley legally described as the west 20 feet of Lots 1B, 1D, 1C, 1G, 1FF, 1FA, 1FB, 1FC, 1FD, and 1FE of Sun River Park Addition has not been maintained and serves no practical or functional traffic related purpose or for access by the public; and

WHEREAS, it is determined that a twenty (20) foot wide utility easement will remain to accommodate public utilities; and

WHEREAS, the right-of-way and easement therein of any owner is not impaired by the requested vacation; and

WHEREAS, Exhibit A shows the proposed portions of the vacated alley easement

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

That Tuesday, the 2nd day of March, 2021, at 7:00 P.M. in the Commission Chambers of the Civic Center, Great Falls, Montana, is hereby set as the time and place at which the City

Commission shall hear all persons relative to the proposed vacation of the alley easement described above; and

BE IT FURTHER RESOLVED BY SAID CITY COMMISSION that the City Clerk of the City shall forthwith cause notice of this Resolution to be: (1) published in the Great Falls Tribune, the newspaper published nearest such land, and (2) posted to the Great Falls Civic Center posting board and the Great Falls City website.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on this 2nd day of February, 2021.

\_\_\_\_\_  
Bob Kelly, Mayor

ATTEST:

\_\_\_\_\_  
Lisa Kunz, City Clerk

(CITY SEAL)

APPROVED FOR LEGAL CONTENT:

\_\_\_\_\_  
Sara Sexe, City Attorney

State of Montana    )  
County of Cascade  : ss  
City of Great Falls )

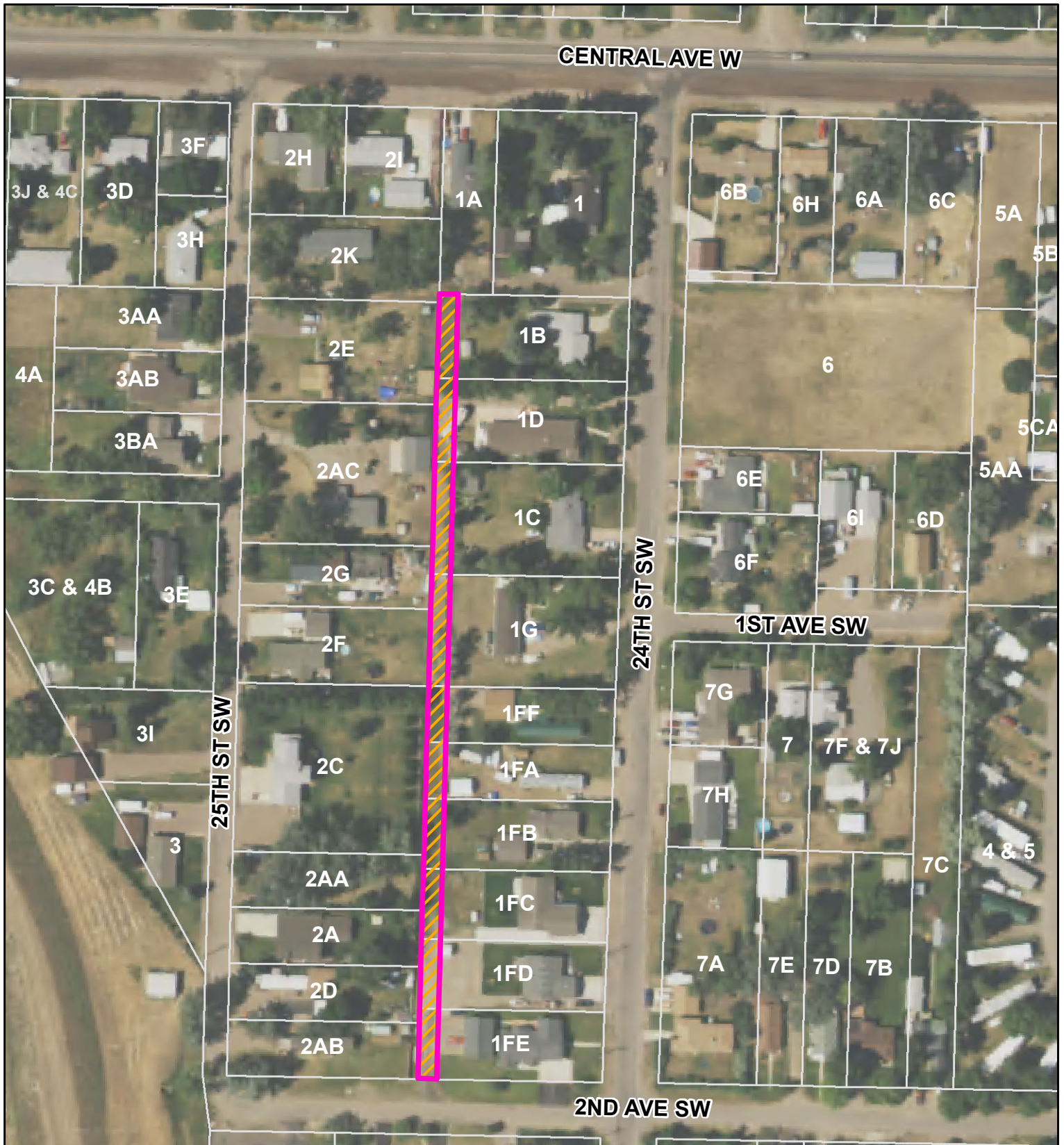
I, Lisa Kunz, City Clerk of the City of Great Falls, Montana, do certify that I did post as required by law and as prescribed and directed by the Commission, Resolution 10385 on the Great Falls Civic Center posting board and the Great Falls City website.

\_\_\_\_\_  
Lisa Kunz, City Clerk

(CITY SEAL)

# Exhibit A - Location Map of Proposed Vacation

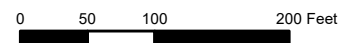
Notice of Intent to Vacate the alley easement legally described as the west 20 feet of Lots 1B, 1D, 1C, 1G, 1FF, 1FA, 1FB, 1FC, 1FD, and 1FE of Block 17 of Sun River Park Addition, Section 9, T20N, R3E, P.M.M., Cascade County, Montana



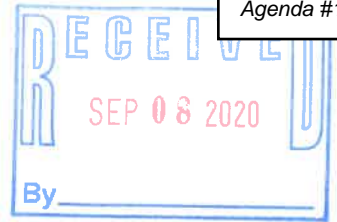
Resolution of Intention 10385 - Alley Easement Proposed for Vacation



Parcels with Lot Numbers



Date Stamp:



CITY OF GREAT FALLS  
PLANNING & COMMUNITY DEVELOPMENT DEPT.  
P.O. BOX 5021, GREAT FALLS, MT, 59403-5021  
406.455.8431 • WWW.GREATFALLSMT.NET

# RIGHT-OF-WAY (ROW) VACATION APPLICATION

This application is for a request to abandon, discontinue, vacate or close a municipal right-of-way (including a street or alley.) To submit an application, the applicant must make an appointment with a Planning & Community Development Department staff planner to review the application and supporting documentation for completeness.

## APPLICANT/REPRESENTATIVE:

**Applicant Name:** GARY + NANCY MARTIN 124

**Mailing Address:** 124 24TH ST SW. GREAT FALLS MT 59404

**Phone:** 406-781-4495/4496 **Email:** SGT\_SUPERBEE@HOTMAIL.COM

**Representative's Name (if applicable):** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

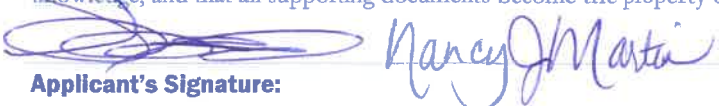
## PUBLIC RIGHT-OF-WAY PETITIONED FOR VACATION OR CLOSURE:

**Name of street, road or alley:** WEST 20 FT OF LOTS 1B, 1C, 1D, 1G, 1FF, 1FA, 1FB, 1FC, 1FD, 1FE AND SOUTH OF LOTS 1 + 1A OF BLOCK 17 SUN RVR ADDITION

**Describe the public right-of-way petitioned for vacation or closure (Use starting/ending points, abutting properties, length, or other descriptors to clearly identify. Attach longer descriptions and/or map exhibits):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I (We), the undersigned, understand that the fee accompanying this application is not refundable. I (We) further understand that the fee pays for the cost of processing, and does not constitute a payment for approval of the requested action. I (We) further understand that public hearing notice publication costs for land development projects are my responsibility. I (We) further understand that that other fees may be applicable per City Ordinances. I (We) also attest that the above information is true and correct to the best of my (our) knowledge, and that all supporting documents become the property of the City and cannot be returned.

**Applicant's Signature:**  **Date:** 4 SEPT 2020

**Representative's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_



## ROW Vacation Application Checklist

A complete Right-of-Way (ROW) Vacation Application shall include at least those items listed in Table 1 below. Additional supporting documentation may be required for an Application to be deemed complete, depending upon the nature of the request and context of the right-of-way.

Table 1: Application Requirements		Staff	App.
<b>Applicant/Project Information</b>	Complete basic petitioner and project information included on page 1.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Application Fee</b>	Non-refundable ROW Vacation Application Fee - \$1,250	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Petition</b>	Petition must include a full description of right-of-way that the petitioner wishes to have vacated, with <b>original, dated signatures and printed names</b> of at least 51% of the owners of property abutting the subject right-of-way. However, to increase the likelihood of approval, <b>it is STRONGLY recommended that signatures of 100% of the property owners be obtained.</b> Signatures must be those of property owners or purchasers under contracts for deed on record by the Cascade County Clerk & Recorder's Office on the date of this Application. Staff can assist in identifying current property owners.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Draft Amended Plat</b>  N/A	If available, provide draft Amended Plat incorporating the petitioned ROW into the adjoining parcels and establishing any necessary public utility or access easement(s). NOTE: If the vacation is approved, this may also require an Administrative Plat or Non-Administrative Plat Application and process, depending upon the number of lots involved. An Amended Plat usually is not needed for a closure.	<input type="checkbox"/>	<input type="checkbox"/>

## ROW Vacation Process

The following information includes a general outline of the process that will be followed for the City of Great Falls to consider an application for ROW Vacation.

### ✓ **Submit Application**

The applicant will prepare a complete application. Upon meeting with a staff member and having the application deemed complete, the applicant will pay the application fee and submit the application.

### ✓ **Staff Review and Neighborhood Council Presentation**

After a complete review by City staff, the applicant may be requested to provide supplemental information. Once City staff determines the application is complete, staff will contact the City's Neighborhood Council Coordinator to schedule the request to be heard by the Neighborhood Council. The applicant is required to attend the meeting and present the request.

### **Public Notice**

Staff will prepare and submit a Public Notice advertisement to the Great Falls Tribune, and the applicant will pay for the publication of said Notice. All abutting property owners will receive a mailed notice of the proposed vacation.

### **Resolution of Intent and Further Notice**

The City Commission will hold a meeting to consider passing a Resolution of Intent for the proposed vacation. After passage of the Resolution of Intent, staff will send notice by certified mail to all abutting property owners of the date of the public hearing.

### **Final Action**

The City Commission will take final action upon the requested vacation at a public hearing. If approved, final action may include conditions that the applicant must fulfill before the vacation becomes effective.

### **Subsequent Applicant Action**

The applicant is required to prepare an Amended Plat prepared to incorporate the vacated ROW into the abutting parcels and show any associated utility or access easements that may be necessary to replace the function of the vacated ROW. Preparation of the Amended Plat would require the services of a private land surveyor, at the applicant's cost and is required to be reviewed by City staff. After all required documents have been prepared, reviewed and approved, the resolution of vacation and any associated Amended Plat will be filed with the Cascade County Clerk & Recorder.



31 August, 2020

MEMORANDUM FOR THE CITY OF GREAT FALLS

FROM: GARY & NANCY MARTIN

SUBJECT: Petition to vacate the public alley between 24<sup>th</sup> Street Southwest and 25<sup>th</sup> Street Southwest located between Central Avenue West and 2nd Avenue Southwest

We, the undersigned, are asking the City Commission of the City of Great Falls to vacate the alley way between 24<sup>th</sup> Street Southwest and 25<sup>th</sup> Street Southwest. It has always been our understanding that this area was an easement owned and maintained by the land owners for utility and emergency vehicle access only. It was recently determined that the easement was originally deeded in 1952 as a right of way that is now under jurisdiction of the City of Great Falls.

We understand the procedure to vacate is outlined in the Montana Code Annotated 7-3-4448 and requires a petition in writing of at least 51% of the Owners of the residences on either side of the alleyway to be vacated.

The alley is legally described as the west 20 feet of Lots 1B, 1C, 1D, 1G, 1FF, 1FA, 1FB, 1FC, 1FD, AND 1FE, as well as the south 20 feet of lots 1 and 1A of Block 17 of Sun River Addition, Section 9, T20N, R3E, P.M.M., Cascade County, Montana.

Your consideration in this is greatly appreciated.

Sincerely,

Signature

Date

Gary & Nancy Martin  
Owner, 124 24<sup>th</sup> St SW

3 SEPT 2020

Vicky Luraas  
Owner, 120 24<sup>th</sup> St SW

9-8-20

Andrew & Rebecca Benbow  
Owner, 116 24<sup>th</sup> St SW

3 sept 2020

Karla Oeieis  
Owner, 112 24<sup>th</sup> St SW

9/3/20

Wendy Morris  
Owner, 108 24<sup>th</sup> St SW

---

Sharon Chafin  
Owner, 30<sup>th</sup> 24<sup>th</sup> St SW

9/3/20

Alan Graf  
Owner, 28 24<sup>th</sup> St SW

9-3-20

Ervin & Friedrun Lehman  
Owner, 24 24<sup>th</sup> St SW

9-5-20

Jerald & Marlene Killion  
Owner, 18 24<sup>th</sup> St SW

Jerry Killion 21 SEP 2020

Daniel & Roberta Kandilas  
Owner, 12 24<sup>th</sup> St SW

Roberta Kandilas 4 SEPT 20

Dorene Taylor  
Owner, 2400 Central Ave. W

Dorene Taylor 4 SEPT 2020

Bryan Brooks  
Owner, 2408 Central Ave. W

\_\_\_\_\_

Shane & Jenita Sorensen  
Owner, 9 25<sup>th</sup> St SW

Christina <sup>Shultz</sup> Shannon  
Owner, 13 25<sup>th</sup> St SW

Christina Shannon 4 SEP 20  
Shane Sorensen 4 SEPT 20

Lois Nelson  
Owner, 27 25<sup>th</sup> St SW

Lois Nelson 4 SEPT 20

Monte Gardipee  
Owner, 31 25<sup>th</sup> St SW

Monte Gardipee 4 SEPT 20

Dena Thares  
Owner, 101 25<sup>th</sup> St SW

Dena Thares 4 SEPT 2020

Clarence & Georgia Vogel  
Owner, 109 25<sup>th</sup> St SW

Clarence Vogel 5 Sep 20

Michael Walters  
Owner, 119 25<sup>th</sup> St SW

Michael Walters 4 SEPT 20

Steve & Shelly Schoeneman  
Owner, 121 25<sup>th</sup> St SW

Steve Schoeneman 4 SEP 2020

Roxann Settera  
Owner, 123 25<sup>th</sup> St SW

\_\_\_\_\_

Sherri Austin  
Owner, 125 25<sup>th</sup> St SW

\_\_\_\_\_