



**City Commission Meeting Agenda
2 Park Drive South, Great Falls, MT
Commission Chambers, Civic Center
September 03, 2019
7:00 PM**

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL / STAFF INTRODUCTIONS

AGENDA APPROVAL

CONFLICT DISCLOSURE / EX PARTE COMMUNICATIONS

PROCLAMATIONS

1. Vets4Vets Month

PETITIONS AND COMMUNICATIONS

(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 address for the record.)

2. Miscellaneous reports and announcements.

NEIGHBORHOOD COUNCILS

3. Miscellaneous reports and announcements from Neighborhood Councils.

BOARDS AND COMMISSIONS

4. Appointment to the Housing Authority Board of Commissioners.
5. Miscellaneous reports and announcements from Boards and Commissions.

CITY MANAGER

6. 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.

7. Minutes, August 20, 2019, Commission Meeting.
8. Total Expenditures of \$3,376,024 for the period of August 1, 2019 through August 21, 2019, to include claims over \$5000, in the amount of \$3,082,580.
9. Contracts List.
10. Approve an Interlocal Agreement between Great Falls Police Department / Cascade County Sheriff's Office for use of 2019 Byrne Justice Assistance Grant (JAG) Program Award to purchase Nighthawk launchable stopsticks (GFPD) and WatchGuard mobile digital video systems (CCSO).

- [11.](#) Approve the cancellation of City of Great Falls checks issued by the Great Falls Municipal Court that remain outstanding and unpaid for a period of one (1) year or longer.
- [12.](#) Approve the cancellation of checks issued by the City of Great Falls Finance Department that remain outstanding and unpaid for a period of one (1) year or longer.
- [13.](#) Approve the license and services agreement for ERP software with Tyler Technologies, Inc. in the amount of \$531,475 for a three year contract plus estimated travel expenses of \$66,250.
- [14.](#) Approve the Agreement for Professional Management, Staffing and Supportive Services with the Great Falls Housing Authority for a three-year term effective July 20, 2019.
- [15.](#) Approve the purchase of one 2018 Elgin Pelican street sweeper from Titan Machinery of Great Falls through Sourcewell, formerly known as NJPA, in the amount of \$189,062.85.
- [16.](#) Approve the purchase of water meter equipment for the 2020 Fiscal Year from Ferguson Enterprises, Inc. in an amount not to exceed \$230,000.
- [17.](#) Set a public hearing for October 1, 2019, on Resolution 10316 to establish residential and commercial water, sewer, and storm drain utility service rates effective November 1, 2019.

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

PUBLIC HEARINGS

- [18.](#) Resolution 10313, to annex Tract 1 and Tract 2 of Certificate of Survey #5142, and Ordinance 3207 establishing Airport Industrial (AI) zoning. *Action: Conduct a joint public hearing and adopt or deny Res. 10313, the accompanying Findings of Fact/Basis of Decision and the Annexation and Development Agreement and adopt or deny Ord. 3207 and the accompanying Findings of Fact/Basis of Decision. (Presented by Craig Raymond)*
- [19.](#) Resolution 10312, to establish Fees for the Mansfield Center for the Performing Arts at the Civic Center. *Action: conduct a public hearing and adopt or deny Res. 10312. (Presented by Chuck Anderson)*

OLD BUSINESS

NEW BUSINESS

- [20.](#) Amendment of a contract to allow for addition of construction project: Public Works Equipment Storage Building No. 1 Repair, without formal advertising and bidding, under the provisions of Montana Code Annotated 7-5-4303 and 7-5-4308. *Action: Approve or deny an amendment to a construction contract, declare or not declare a necessitated emergency and authorize or not authorize the City Manager to execute all necessary documents. (Presented by Jim Rearden)*

ORDINANCES / RESOLUTIONS

- [21.](#) Ordinance 3208, to amend Title 2, Chapter 3, Section 030, of the Official Code of the City of Great Falls (OCCGF), Pertaining to the Municipal Court Judge. *Action: Adopt or deny Ord. 3208 (Presented by Sara Sexe)*

CITY COMMISSION

22. Miscellaneous reports and announcements from the City Commission.

23. Commission Initiatives.

ADJOURNMENT

(Please exit the chambers as quickly as possible. Chamber doors will be closed 5 minutes after adjournment of the meeting.)

Assistive listening devices are available for the hard of hearing, please arrive a few minutes early for set up, or contact the City Clerk's Office in advance at 455-8451.

Commission meetings are televised on cable channel 190. If a video recording is available it will be posted on the City's website at <https://greatfallsmt.net> after the meeting. 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.



Item: Appointment to the Housing Authority Board of Commissioners
From: City Manager's Office
Initiated By: Great Falls Housing Authority
Presented By: City Commission
Action Requested: Appoint one member to the Great Falls Housing Authority Board of Commissioners.

Suggested Motion:

1. Commissioner moves:

"I move that the City Commission appoint _____ to the remainder of a five-year term through June 30, 2020, to the Great Falls Housing Authority Board of Commissioners."

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

Board Recommendation: It is recommended that the City Commission appoint Amber Pearson to the Great Falls Housing Authority Board to the remainder of a five-year term through June 30, 2020.

Summary: Joe Boyle has served on the Board since June 2006 and because he was moving out of state, he tendered his resignation in June. City Staff advertised for this opening but did not receive any new applications. During a vacancy earlier this year, two applications were received; Ms. Pearson was not selected to fill that position but was still interested in serving on the Board. Her application was forwarded to the Board for review during their August meeting.

Background:

The Great Falls Housing Authority Board consists of seven commissioners appointed by the City Commission. Two commissioners must be residents of the Housing Authority properties. The Board is an independent authority responsible for setting policy for the operation and management of public housing properties, HUD Section 8 program and other affordable housing programs. The Board also serves as the loan committee for the City's Housing Rehabilitation Program. The Board is also responsible for providing safe, decent, sanitary, and affordable housing for the community's low-income residents. Tenant terms are two years and regular members are five years.

Continuing members of this board are:

Ryan Hart	7/1/17 – 6/30/22
David Fink	7/17/18 – 6/30/23

Timothy McKittrick	7/1/16 – 6/30/21
Ashley Gates	6/7/17 – 6/30/20
Terri Sullivan	7/5/17 – 6/30/20
Megan Bailly	7/16/19 – 6/30/24

Citizen interested in serving:
Amber Pearson

Alternatives: The Commission could direct staff to advertise for other citizen interest.

Concurrences: During the August 15, 2019, the Great Falls Housing Authority Board of Commissioners recommended appointing Amber Pearson.

Attachments/Exhibits:

Great Falls Housing Authority recommendation letter
Application



1500 Chowen Springs Loop
Great Falls, MT 59405-2564
Office: 406-453-4311
Fax: 406-727-5566
TDD: 406-453-6327
e-mail: gfha@gfhousing.org
Website: www.gfhousing.org

August 16, 2019

To: Honorable Mayor and City Commission

From: Ryan Hart, Acting Chairman

Great Falls Housing Authority Board of Commissioners

Re: GFHA Board Appointment Recommendation

At its August 15, 2019 meeting, the Great Falls Housing Authority Board of Commissioners reviewed one application for an open position on the Board of Commissioners. The position is being vacated by Vice Chairperson Joseph Boyle.

The GFHA Board of Commissioners would like to recommend to the City Commission that **Amber Pearson** be appointed to replace Vice Chairperson Joseph Boyle.

Ms. Pearson has experience in property management as a Green Designated Realtor and is very passionate about housing. The Commissioners felt that the perspective Ms. Pearson could offer would be very beneficial to the Great Falls Housing Authority.

Commissioner Fink made a motion to recommend the appointment of Amber Pearson to the GFHA Board of Commissioners for the vacant position. Commissioner Gates seconded the motion with unanimous voice approval.






**BOARDS AND COMMISSIONS
CITIZEN INTEREST FORM**
(PLEASE PRINT OR TYPE)

Thank you for your interest. Citizen volunteers are regularly appointed to the various boards and commissions. This application subject to Montana Right to Know laws.

Board/Commission Applying For: Great Falls Housing Board of Commissioners		Date of Application: 4/1/19
Name: Amber L. Pearson		
Home Address: 3105 3rd Ave. S		Email address: Amber@ AGreenerMontana.com
Home Phone: —	Work Phone: —	Cell Phone: 406.750.2648
Occupation: Realtor®		Employer: ERA Advantage Realty
Would your work schedule conflict with meeting dates? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (If yes, please explain)		
Related experiences or background: Green-Designated Realtor® experienced with housing & improvements.		
Educational Background: High-School degree, Green Designation from NAR		
IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:		
Previous and current service activities: None		
Previous and current public experience (elective or appointive): None		
Membership in other community organizations: None		

Have you ever worked for or are you currently working for the City of Great Falls? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, where and when?	
Do you have any relatives working or serving in any official capacity for the City of Great Falls? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, who, which department, and relationship?	
Have you ever served on a City or County board? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, what board and when did you serve?	
Are you currently serving on a Board? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, which board?	
Please describe your interest in serving on this board/commission? I am passionate about housing, & I want to help.	
Please describe your experience and/or background which you believe qualifies you for service on this board/commission? History of property management, work in housing field, & good at mediation.	
Additional comments:	
Signature 	Date: 4/1/19

If you are not selected for the current opening, your application may be kept active for up to one year by contacting the City Manager's office. Should a board/commission vacancy occur within 30 days from the last City Commission appointment, a replacement member may be selected from citizen interest forms submitted from the last advertisement. For more information, contact the City Manager's office at 455-8450.

Return this form to:
City Manager's Office
P.O. Box 5021
Great Falls, MT 59403

Fax:
(406) 727-0005

Email:
kartis@greatfallsmt.net

JOURNAL OF COMMISSION PROCEEDINGS

August 20, 2019

Regular City Commission Meeting

Mayor Kelly presiding

CALL TO ORDER: 7:00 PM

Commission Chambers Room 206

PLEDGE OF ALLEGIANCE

ROLL CALL/STAFF INTRODUCTIONS: City Commission members present: Bob Kelly, Bill Bronson, Owen Robinson, and Tracy Houck. Commissioner Mary Sheehy Moe was excused. Also present were the City Manager Greg Doyon and Deputy City Manager Chuck Anderson; Deputy City Clerk Darcy Dea; Public Works Environmental Division Manager Paul Skubinna; Planning and Community Development Director Craig Raymond; Finance Director Melissa Kinzler; Park and Recreation Director Steve Herrig; Fire Chief Steve Hester; Assistant City Attorney Joe Cik; and, Police Chief Dave Bowen.

AGENDA APPROVAL: City Manager Doyon noted that there was a minor correction to Item #5, minor agreement changes were required by the Department of Revenue for Item #15, and City Attorney Cik will provide additional comments with regard to Item #18. The revised agenda was approved as submitted.

CONFLICT DISCLOSURE/EX PARTE COMMUNICATIONS: None.

PETITIONS AND COMMUNICATIONS

1. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

Shyla Patera, 1013 7th Avenue NW, provided written correspondence expressing support of adopting the minor TIP amendment, BARSAA funding, the Main Street Montana Grant, and addressed pedestrian and disability accessibility.

NEIGHBORHOOD COUNCILS

2. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

None.

BOARDS & COMMISSIONS

3. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS FROM BOARDS AND COMMISSIONS.

None.

CITY MANAGER

4. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

City Manager Greg Doyon reported on the following:

- Public Works Engineer Dave Dobbs has retired, and Jim Young is the Acting Engineer.

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August 20, 2019

- Mansfield Center for the Performing Arts Manager Owen Grubenhoff toured other Performing Arts Facilities to learn about their operations.
- The Great Falls Animal Shelter participated in a national Clear the Shelter event, and 32 animals were adopted.
- Request For Proposals (RFP) for the mural/logo design of the Gore Hill Water Tower were issued on August 18th.

Referring to the logo design of the Water Tower, Mayor Kelly received clarification that outside financing from a sponsorship or business that wants to have its logo on the water tower would need to be put into the proposal for consideration.

CONSENT AGENDA.

5. Minutes, August 6, 2019, Commission meeting.
6. Total Expenditures of \$2,632,244 for the period of July 12, 2019 through August 7, 2019, to include claims over \$5000, in the amount of \$2,363,806.
7. Contracts List.
8. Grants List.
9. Set a public hearing on Resolution 10312, Establishing Fees for the Mansfield Center for the Performing Arts at the Civic Center for September 3, 2019.
10. Approve final payment for the West Bank Park Phase 3 Trail Upgrades Project, in the amount of \$81,774 to Horn Construction and \$826 to the State Miscellaneous Tax Fund and authorize the City Manager to make the payments. **OF 1585.9**
11. Approve final payment for the ADA Handicap Ramps Giant Springs School Phase II, in the amount of \$98,685.43 to Missouri River Trucking and Excavation Incorporated and \$996.82 to the State Miscellaneous Tax Fund and authorize the City Manager to make the payments. **OF 1730.8**
12. Approve final payment for the Lift Station #9 Rehabilitation, in the amount of \$6,651.15 to Ed Boland Construction and \$67.18 to the State Miscellaneous Tax Fund and authorize the City Manager to make the payments. **OF 1722.1**

Commissioner Robinson moved, seconded by Commissioner Houck, that the 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 4-0.

PUBLIC HEARINGS

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August 20, 2019

13. RESOLUTION 10314, CERTIFYING THE ABATEMENT OF A NUISANCE AND STATEMENT OF EXPENSE, ADDRESSED AS 2311 4TH AVENUE SOUTHWEST IS COMPLETED.

Planning and Community Development Director Craig Raymond reported that Resolution 10233 was adopted by the City Commission on May 1, 2018. Resolution 10233 declared the subject property a nuisance and authorized City staff to force abatement if necessary, to the satisfaction of the Planning and Community Development Director. Mr. Lewis did not complete the abatement within the designated time period dictated by the resolution. However, Real Estate Agent, Pat Goodover, through Fannie Mae, did show incremental compliance with the Resolution's abatement requirements, and some of the abatement was completed without City expense.

Some of the required abatement action was that the residential structures on the property be repainted for weather-proofing purposes, and replace the siding on the front of the garage. Due to inclement weather, this action was not completed during the six-month extension adopted by Resolution 10273 on November 7, 2018. Resolution 10295 was adopted by the Commission on May 7, 2019. Resolution 10295 extended the effective time period of Resolution 10233 an additional six months to December 31, 2019.

In order to abate the subject nuisance, City staff contracted with ALR Contracting LLC to perform painting of the residential structures and to replace the siding on the front of the garage on the subject property. Painting was completed on July 15, 2019. The cost of the project totaled \$5,410.00.

By adopting Resolution 10314, the Commission will certify that the subject nuisance has been abated, and the Statement of Expense has been satisfied. This action is authorized and required by the Official Code of the City of Great Falls (OCCGF) 8.49.060 and 070. Notice of the consideration of this Resolution was provided to the subject property owner and all other interested parties via certified mail, postage prepaid, return receipt requested on August 5, 2019, as well as regular mail, and posting the notice on the subject property.

If the Commission adopts Resolution 10314, the subject property owner may pay the outstanding balance to the City Finance Department within five (5) calendar days. If the property owner does not pay the outstanding balance within that time, Staff recommends that the City Commission direct that the costs be collected as a special assessment on the subject property.

If the Commission does not adopt the Resolution under consideration, the City will not recover the costs of the forced abatement.

Mayor Kelly declared the public hearing open. He asked if the public or Commissioners had any questions of staff.

Mayor Kelly received clarification that the Federal National Mortgage Association is the current owner of the property.

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No one spoke in support of Resolution 10314.

Speaking in opposition to Resolution 10314 was:

Michael Lewis, 1715 10th Avenue North, commented that he was not given any explanation about the abatement process of his property since he was incarcerated on August 12, 2018. Mr. Lewis noted that he has completed treatment, is trying to move forward with his life, and asked for forgiveness from the community.

Mayor Kelly explained that the public hearing is about certifying the abatement of a nuisance being completed, not about deciding the ownership of the property. Mayor Kelly noted that Staff would be available to provide Mr. Lewis with an explanation about the abatement process.

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

Commissioner Bronson moved, seconded by Commissioner Houck, that the City Commission adopt Resolution 10314.

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

Commissioner Bronson reiterated that the public hearing is not about the ownership of the property, and noted that he is pleased Montana Legal Services is assisting Mr. Lewis with regard to resolving ownership issues.

Commissioner Robinson commented that he is pleased that Mr. Lewis is moving forward with his life, and that the purpose of the public hearing is to repay ALR Contracting LLC for services that were done to the property.

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

Motion carried 4-0.

14. RESOLUTION 10311, REVISING FEE SCHEDULE FOR GREAT FALLS FIRE RESCUE SUPERSEDING RESOLUTION 10070.

Fire Chief Steve Hester reported that the public hearing was moved from the August 6, 2019 Commission meeting to the August 20, 2019 Commission meeting because Great Falls Fire Rescue (GFFR) staff had not properly advertised the hearing.

Resolution 10311 supersedes resolution 10070 that was adopted by the Commission in April of 2014. Resolution 10311 increases the previous fees by 10% as an adjustment to cost of living and the true cost of the additional services GFFR provides to the community. In addition, two new fees have been added to the fee schedule for Cardio Pulmonary Resuscitation (CPR) class tuition and to conduct fire water line flushes.

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August 20, 2019

It has been five years since the last adjustment to the GFFR fee schedule and the cost of providing these services has increased to provide the additional services offered. These services are considered non-emergent; but, in some cases are essential in reducing community risk and promoting quality of life.

Since the last fee review GFFR has added two essential services. The first is CPR training. Each student shall be charged a nominal \$35.00 tuition fee and the cost of the American Heart Association CPR card. The Department plans to offer CPR training once a month based on demand.

The second service being provided is the Department has been conducting flushes of repaired or newly installed Fire Suppression System water lines. This requires at least two GFFR staff members and all the equipment it takes to connect to the line to include 5-inch high volume hose. The \$100.00 fee will help maintain the equipment used for the flushes and for the staff time performing the work. The department has conducted anywhere from 20 to 35 flushes annually.

Mayor Kelly declared the public hearing open. He asked if the public or Commissioners had any questions of staff. No one responded.

No one spoke in support of or in opposition to Resolution 10311.

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

Commissioner Houck moved, seconded by Commissioner Bronson, that the City Commission adopt Resolution 10311.

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

Commissioner Houck commented that taking care of City-owned equipment makes sense.

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

Motion carried 4-0.

OLD BUSINESS

NEW BUSINESS

15. **ANACONDA HILLS GOLF COURSE AND EAGLE FALLS GOLF CLUB MANAGEMENT AGREEMENT ADDENDUM NO. 1.**

Park and Recreation Director Steve Herrig reported that the City entered into an Anaconda Hills Golf Course and Eagle Falls Golf Club Management Agreement with CourseCo, Inc., d/b/a Great Falls Golf, LLC effective December 18, 2018. The agreement is through January 31, 2022, with an option to renew for an additional three years.

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The purpose of the Addendum is to allow the Operator (CourseCo, Inc., d/b/a Great Falls Golf, LLC) to lease the City's On Premise Alcoholic Beverage License in conjunction with Operator's operation of the City's Eagle Falls Golf Club and Anaconda Hills Golf Course, during the term of the Agreement.

The lease payment requires the Operator pay all fees assessed by the State of Montana Department of Revenue associated with obtaining On Premise Alcoholic Beverage License or renewals along with all taxes annexed or levied against the sales. The Operator is further required to carry Liquor Liability coverage with limits not less than \$2,000,000 per occurrence.

With CourseCo, Inc. operating the City's courses, there will be areas of opportunities for cost savings and new revenues in many areas. The City has not been operating the food and beverage operations of the golf courses. With this partnership, the City will have the opportunity to profit off of the sale of food and beverage under the expertise of the management company. The ability to sell alcohol is an important component in the profitability of the concessions operation.

Commissioner Robinson moved, seconded by Commissioner Houck, that the City Commission approve the Anaconda Hills Golf Course and Eagle Falls Golf Club Management Agreement Addendum No. 1 with CourseCo, Inc., d/b/a Great Falls Golf, LLC for the term of the Management Agreement through January 31, 2022.

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

Commissioner Robinson commented that the Alcoholic Beverage License will provide opportunities for cost savings to the golf courses.

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

Motion carried 4-0.

ORDINANCES/RESOLUTIONS

16. **ORDINANCE 3208, AMENDING TITLE 2, CHAPTER 3, SECTION 030, OF THE OFFICIAL CODE OF THE CITY OF GREAT FALLS (OCCGF), PERTAINING TO THE MUNICIPAL COURT JUDGE.**

Assistant City Attorney Joe Cik reported that on July 16, 2019, the City Commission adopted the 2019-2020 fiscal year budget. Included in the budget was a compensation package for a part-time Assistant Municipal Court Judge to begin an appointed term of office January 1, 2020.

Pursuant to Mont. Code Ann. § 3-6-201, the number of Municipal Court Judges must be set by an Ordinance adopted by the governing body. The elected Municipal Court may appoint a properly qualified part-time Municipal Court Judge to serve during the elected Judge's term of office. An order by a part-time Assistant Judge has the same force and effect as an order of the elected Municipal Court Judge.

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Ordinance 3208 will amend the Official Code of the City of Great Falls (OCCGF) § 2.3.030 to establish qualifications of, and regulations pertaining to, the newly approved part-time Assistant Municipal Court Judge. Ordinance 3208 will fulfill the requirements of Mont. Code Ann. § 3-6-201 and allow Great Falls Municipal Court Judge Steven Bolstad to appoint an Assistant Municipal Court Judge who will be qualified and ready to serve before the January 1 start date. Ordinance 3208 will make minor grammatical changes to previously adopted language to be clearer and more consistent with other OCCGF provisions.

Adoption of Ordinance 3208 has no fiscal impact. However, the total approved compensation package for the Assistant Municipal Court Judge for fiscal year 2019-2020 is \$23,188.

Commissioner Bronson moved, seconded by Commissioner Robinson, that the City Commission accept Ordinance 3208 on first reading and set second reading for September 3, 2019.

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 4-0.

17. **RESOLUTION 10302, ANNUAL TAX LEVY.**

Finance Director Melissa Kinzler reported that the City Commission is required to fix an annual tax levy by setting mills to generate property tax revenues to fund city operations. The City received its taxable valuation from the Montana Department of Revenue (MTDOR) on August 5, 2019. With this valuation, the City can now compute and set its annual mill levy.

During the FY 2020 Budget Adoption Process, the Finance Department projected the City's newly taxable property revenue would be \$425,000. The projection was based on the eighteen year average of newly taxable property. The newly taxable revenue reported by MTDOR is \$199,839. No particular project can be identified for this newly taxable revenue.

This amount of newly taxable property revenue means that the City will have slightly less tax revenue than projected in the FY2020 budget of \$225,161 (0.7% of total General Fund tax revenue). The City anticipates property assessment appeals/abatement requests which means the City will not definitively know how much of this new projected tax revenue will be available until those appeals/abatement requests are processed.

In Fiscal Year 2019 the newly taxable property revenue was certified to be \$781,414, and the City has still not received this additional revenue.

The newly taxable property increases the taxable value per mill from \$97,185 in FY 2019 to \$101,525 in FY 2020. The increase in value also indicates that the Great Falls tax base has expanded.

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One immediate benefit to the City's budget is to the Great Falls Public Library. The library receives nine (9) mills under its agreement with the City. With the newly taxable value, this translates into an additional \$39,060 for the library in FY 2020.

Included in the mills are the following:

Debt Service

- 1.68 mills for soccer park debt service payments (minimal decrease from last year)

The annual soccer park debt payments with expenses total \$167,043, which are included in the \$20,384,444 mill levy total.

The soccer park bonds were issued June 14, 2004, for \$2,500,000 for twenty years and refinanced in April 2014. The outstanding balance of the soccer bonds as of June 30, 2019 was \$765,000. The bond maturity date is July 1, 2024. Fiscal Year 2017 was the last year for the swimming pool debt.

Permissive Medical Levy

- 33.11 mills (\$460,000 increase from last year)

Total Mill Levy Summary

Last year's mill levy for Tax Year 2018 (FY 2019) certified revenue of \$19,557,045. The differences between the mill levy of \$19.6 million (what the City milled last year) and \$20,384,444 (what the City will mill this year) include the following:

General

- \$199,839 for newly taxable property,
- \$168,142 for the inflationary adjustment,
- \$460,000 for the "Permissive Medical Levy", and,
- \$(391) from previous taxable value adjustments.

Voted General Obligation Debt

- \$(191) for the revenue needed for the soccer park debt.

The total mill levy for Tax Year 2019 (FY 2020) is 200.78 mills totaling \$20,384,444. The newly taxable value revenue of \$199,839 may result in a slight decrease of \$225,161 in undesignated fund balance for the General Fund in FY 2020 because it is less than the budgeted amount of \$425,000.

As proposed, the projected impact on a home with a taxable market value of \$100,000 is as follows:

Inflationary Adjustment (\$168,142)	\$ 2.33
Permissive Medical Levy (\$460,000)	<u>\$ 6.38</u>
Total	\$ 8.71

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State law requires that the City adopt a FY 2020 Budget which includes setting the annual mill levy amounts on or before the first Thursday after the first Tuesday in September or 30 days after receiving taxable valuation from the Montana Department of Revenue, whichever is later.

The City Commission could reduce the amount of its levies – either the inflationary adjustment or the Permissive Medical Levy. The City Commission could also accept the tax levies as presented, allow any tax appeals/abatement requests to run their course, and after the first of the year reconsider any needed budget adjustments. This timeframe also provides the City Commission with ample time to review, consider, and prioritize any shortfalls from the slight decrease of the General Fund balance. Budget adjustments can then be made as necessary with review from city department heads and the public.

Commissioner Robinson moved, seconded by Commissioner Houck, that the City Commission adopt Resolution 10302.

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

Referring to the increase of the valuation of the downtown, Commissioner Bronson received clarification that the Department of Revenue changed the way one particular property in the downtown tax increment was assessed from locally to centrally. Commissioner Bronson further received clarification that Energy West is now being centrally assessed and will likely protest their valuation. The Department of Revenue indicated that Calumet will be appealing their valuation for this year.

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

Motion carried 4-0.

18. **RESOLUTION 10317, INTENTION TO CANCEL THE NOVEMBER 5, 2019 GENERAL ELECTION OF CERTAIN MUNICIPAL OFFICERS.**

Assistant City Attorney Joe Cik reported that the 2017 Montana Legislature passed HB 447, codified at Mont. Code Ann. § 13-1-403, that authorizes a municipality to cancel a general election for the election of a municipal officer by resolution after notification by the election administrator if the number of candidates filing for election is equal or less than the number of positions to be filled.

With regard to Neighborhood Council Districts with less than five candidates, staff recommends that those districts remain on the general election ballot to allow for the possibility for additional write-in candidates. In the past, when there have been an insufficient number of Neighborhood Council candidates, the write-in candidates with the highest number of votes have been contacted to determine if they are willing to serve, meet the qualifications, and file a Declaration of Acceptance for Write-In Candidate form with the Cascade County Election Department. If those districts with less than five candidates were to be removed from the ballot per the terms of the

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statute, utilizing that process for the opportunity for additional candidates to fill the district would be lost.

The Cascade County Election Administrator provided notice, dated August 14, 2019, of the number of candidates that have filed for City offices for the upcoming November election, and that the Cascade County Election Department has not had any declared write-in filings. Mont. Code Ann. § 13-1-403 sets forth the provisions by which the governing body may, by resolution, cancel a general election of a municipal officer.

Subsequent to posting the agenda, the Cascade County Election Administrator reported that a candidate filed for NC 2, and a fifth candidate filed for NC 8, making NC 8 also eligible for cancellation, subsequent to the posting of the agenda.

If adopted, the purpose of Resolution No. 10317 provides notice that the municipal officer positions of mayor, municipal court judge, and Neighborhood Council District Nos. 1, 3, 5, 7 and 8 are eligible for cancellation if there are no declared write-in candidate filings with the Cascade County Election Department by the September 3, 2019 deadline.

If one or more eligible persons files a Declaration of Intent to be a Write-In Candidate and creates a contest for one or more of said municipal officer positions, the City will hold the 2019 general election for those positions.

If, as of September 3, 2019, said positions remain eligible, a Resolution Cancelling the November 5, 2019 General Election of Certain Municipal Officers will be presented for Commission consideration, and will include declaring those candidates elected to the respective positions by acclamation.

Adoption of the Resolution of Intention and Resolution Cancelling the November 5, 2019 General Election of Certain Municipal Officers will save resources via ballot printing services and Cascade County staff time, resulting in a lower municipal general election bill from Cascade County.

Commissioner Houck moved that the City Commission adopt Resolution 10317, A Resolution of Intention to Cancel the November 5, 2019 General Election of Certain Municipal Officers, as amended to also include Neighborhood Council District 8 eligible for cancellation.

Motion failed for lack of a second.

Commissioner Robinson moved, seconded by Commissioner Bronson, that the City Commission deny Resolution 10317, A Resolution of Intention to Cancel the November 5, 2019 General Election of Certain Municipal Officers, as amended to also include Neighborhood Council District 8 eligible for cancellation.

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

JOURNAL OF COMMISSION PROCEEDINGS

August 20, 2019

Commissioner Robinson commented that there is no indication of how much money or time the City would save; therefore making Resolution 10317 not viable. Commissioner Robinson further commented that he doesn't want to be denied the privilege to vote.

Commissioner Bronson echoed Commissioner Robinson's statements. Commissioner Bronson commented that cancelling an election is a good idea in smaller communities where they only have enough people to fill the positions.

Deputy City Manager Chuck Anderson announced that the Cascade County Election's office could not specify the amount that would be saved by canceling some elections.

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

Motion carried 4-0.

CITY COMMISSION

19. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

Commissioner Robinson urged citizens to take the 2020 Census serious by completing and returning the census questionnaire, and noted that communities benefit from receiving federal money.

Mayor Kelly announced that he will not be in attendance at the September 3rd meetings.

20. COMMISSION INITIATIVES.

None.

ADJOURNMENT

There being no further business to come before the Commission, **Commissioner Bronson moved, seconded by Commissioner Houck, to adjourn the regular meeting of August 20, 2019, at 7:50 p.m.**

Motion carried 4-0.

Mayor Bob Kelly

Deputy City Clerk Darcy Dea

Minutes Approved: September 3, 2019



ITEM: \$5,000 Report
 Invoices and Claims in Excess of \$5,000

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 \$5000:

ACCOUNTS PAYABLE CHECK RUNS FROM AUGUST 8, 2019 - AUGUST 21, 2019	3,337,933.95
MUNICIPAL COURT ACCOUNT CHECK RUN FOR AUGUST 1, 2019 - AUGUST 16, 2019	38,090.25
TOTAL: \$	<u>3,376,024.20</u>

GENERAL FUND

OTHER ADMIN

CTA ARCHITECTS ENGINEERS	PHASE 1 CC EXTERIOR ENVELOPE REHAB ARCHITECTURAL SERVICES	6,491.90
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POLICE

A T KLEMENS	FURNACE & AC INSTALL	6,930.00
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FIRE

US BANK NA	DEBT SERVICE	43,459.64
KNOX COMPANY	MEDVAULT WALL MOUNT	5,037.00

SPECIAL REVENUE FUND

SUPPORT & INNOVATION

GREAT FALLS BUSINESS IMPROVEMENT DISTRICT	JULY 2019 TAX DISTRIBUTION	8,495.33
GREAT FALLS TOURISM BUSINESS IMPROVEMENT DISTRICT	JULY 2019 TAX DISTRIBUTION	22,247.65

STREET DISTRICT

WESTERN SYSTEMS INC	SIGNAL UPGRADE	6,578.60
GREAT FALLS SAND & GRAVEL	ASPHALT	161,077.62

LIBRARY

SIRSIDYNIX	ANNUAL CONTRACT	41,306.43
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SPECIAL REVENUE FUND (CONTINUED)

LIBRARY FOUNDATION

BRIDGEALL LIBRARIES LIMITED	ANNUAL SUBSCRIPTION TO COLLECTION HQ	12,500.00
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PARK & RECREATION SPECIAL REVENUE

HORN CONSTRUCTION LLC	WEST BANK TRAIL REPLACEMENT PHASE 3	81,774.00
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PERMITS

WARD'S MEDIATECH INC	INTERACTIVE TOUCHSCREEN FOR CODE ENFORCEMENT	8,144.00
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ENTERPRISE FUNDS

WATER

ADVANCED ENGINEERING AND ENVIRONMENTAL SERVICES THATCHER CO OF MONTANA	MANAGEMENT CONSULTING	18,374.25
	CHEMICALS	40,851.41

SEWER

VEOLIA WATER NORTH AMERICA	MONTHLY WWTP OPERATION CONTRACT	247,722.79
VEOLIA WATER NORTH AMERICA	MONTHLY CONTRACTED CAPITAL IMPROVEMENTS	12,500.00
CAPCON LLC	OF 1743.1 22ND ST SW SANITARY SEWER REPLACEMENT	61,543.97
NORMONT EQUIPMENT CO	REPAIR SEWER TV CAMERA (SPLIT AMONG FUNDS)	3,616.75
CDM SMITH INC	OF 1735.0 WWTP ENVIRONMENTAL REGULATORY COMPLIANCE	21,586.63

STORM DRAIN

UNITED MATERIALS OF GREAT FALLS	OF 1554.4 SOUTH GTF STORM DRAIN IMPROVEMENTS (N BASIN)	367,118.62
NORMONT EQUIPMENT CO	REPAIR SEWER TV CAMERA (SPLIT AMONG FUNDS)	3,616.75

SANITATION

US BANK NA	DEBT SERVICE	134,672.54
CASCADE ENGINEERING INC	580 - 96 GALLON REFUSE CONTAINERS & FREIGHT	29,000.00

PARKING

GREGOIRE CONSTRUCTION	CITY PARKING LOT #4 SIDEWALK REPAIR	6,540.00
LIBERTY ELECTRIC INC	SOUTH PARKING GARAGE LIGHTING REPAIR	6,466.53

SWIMMING POOLS

NORTHWEST PIPE FITTINGS INC	BOILER REPLACEMENT WITH CONTROLS	17,406.20
NORTHWEST PIPE FITTINGS INC	GASKETS, HEADER, HEAT EXCHANGER	7,261.73

ENTERPRISE FUNDS (CONTINUED)

RECREATION

BIG SKY BUS LINES INC	TRANSPORTATION FOR SUMMER CAMPS 07/02/19 - 07/31/19	8,852.00
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INTERNAL SERVICES FUND

INSURANCE & SAFETY

MONTANA MUNICIPAL INTERLOCAL AUTHORITY	LIABILITY PROGRAM	794,716.00
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INFORMATION TECHNOLOGY

SHI INTERNATIONAL CORP	EXCHANGE E-MAIL UPGRADES	24,934.24
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CENTRAL GARAGE

MOUNTAIN VIEW CO-OP	FUEL	28,704.81
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TRUST AND AGENCY

COURT TRUST MUNICIPAL COURT

CITY OF GREAT FALLS	FINES & FORFEITURES COLLECTIONS	31,861.00
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PAYROLL CLEARING

STATE TREASURER	MONTANA TAXES	51,877.00
ICMA RETIREMENT TRUST	EMPLOYEE CONTRIBUTIONS	8,157.65
FIREFIGHTER RETIREMENT	FIREFIGHTER RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	54,726.88
STATEWIDE POLICE RESERVE FUND	POLICE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	69,595.85
PUBLIC EMPLOYEE RETIREMENT	PUBLIC EMPLOYEE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	136,167.18
POLICE SAVINGS & LOAN	EMPLOYEE CONTRIBUTIONS	11,079.00
US BANK	FEDERAL TAXES, FICA & MEDICARE	225,001.93
AFLAC	EMPLOYEE CONTRIBUTIONS	9,644.51
NATIONWIDE RETIREMENT SOLUTIONS	EMPLOYEE CONTRIBUTIONS	15,784.26
MONTANA VEBA HRA	EMPLOYEE CONTRIBUTIONS	33,911.72
WSCFF EMPLOYEE BENEFIT TRUST	EMPLOYEE CONTRIBUTIONS	7,012.50

UTILITY BILLS

ENERGY KEEPERS INC	JULY 2019 IELECTRICITY CHARGES	87,048.00
HIGH PLAINS LANDFILL	JULY 2019 MONTHLY CHARGES	101,185.11

CLAIMS OVER \$5000 TOTAL:

\$ 3,082,579.98

COMMUNICATION TO THE CITY COMMISSION

DATE: September 3, 2019

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

PRESENTED BY: Lisa Kunz, City Clerk

ACTION REQUESTED: Ratification of Contracts through the Consent Agenda

MAYOR’S SIGNATURE: _____

CONTRACTS LIST

	DEPARTMENT	OTHER PARTY (PERSON OR ENTITY)	PERIOD	AMOUNT	PURPOSE
A	Public Works/ Engineering	Central Excavation	09/03/2019- 12/31/2020	\$44,157.89	Construction Agreement for Manhole 2480 Sluice Gate Removal near the intersection of 6 th Street SW and Country Club Boulevard OF 1695.8
B	Public Works/ Water Plant	A+ Electric Motor, Inc.	09/03/2019- 12/31/2019	\$10,250	Agreement for installation for 500HP GE Synchronous Motor SO#G10927 in the Water Plant pump station at 1301 Lower River Road



Item: Great Falls Police Department / Cascade County Sheriff's Office, 2019 Byrne Justice Assistance Grant (JAG) Program Award – Nighthawk launchable stopsticks (GFPD) – WatchGuard mobile digital video systems (CCSO)

From: Great Falls Police Department

Initiated By: Captain Jeff Newton – Great Falls Police Department

Presented By: Chief David Bowen

Action Requested: Approve Interlocal Agreement and recommended use of the 2019 Byrne Justice Assistance Grant (JAG) Program Award funds.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/deny) the Interlocal Agreement between the City of Great Falls and Cascade County for use of the 2019 Byrne Justice Assistance Grant Program funds.”

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

Staff Recommendation: Staff recommends that the City Commission approve the Interlocal Agreement between the City of Great Falls and Cascade County and recommended use of the 2019 Byrne Justice Assistance Grant (JAG) Program funds for purchase of Nighthawk launchable stop sticks for the Great Falls Police Department and WatchGuard mobile digital video systems for the Cascade County Sheriff's Office.

Background: The total amount of the 2019 Byrne Justice Assistance Grant Program award is \$26,189. The Great Falls Police Department and Cascade County Sheriff's Office have again agreed to an allocation of funds for use in purchasing Nighthawk launchable stop sticks (GFPD) and WatchGuard mobile digital video systems (CCSO).

The proposed funding allocates \$10,475 of the Justice Assistance Grant funds to the Cascade County Sheriff's Office, with the remaining funds of \$15,714 for the Great Falls Police Department. The funds will be used specifically to purchase Nighthawk launchable stop sticks for the Great Falls Police Department. The Nighthawk launchable stop sticks will be utilized to begin replacement of current hand deployed stop sticks. The stop sticks are designed to stop and mitigate the hazards from individuals fleeing from law enforcement in their vehicles. The launchable stop sticks also distance officers from the roadway

which reduces their risk of death or serious bodily injury from being struck by a fleeing individual driving a vehicle.

The Cascade County Sheriff's Office intends to purchase WatchGuard mobile digital video systems for their patrol cars. The mobile digital video systems will be used primarily for the recording and retaining of evidence, reduction of civil liability for the organization, and for responsiveness to citizen complaints regarding the conduct of their staff. The mobile digital video systems will also be instrumental in protecting their personnel from false allegations.

Fiscal Impact: This grant has NO fiscal match requirements and the entire project is funded 100% by JAG grant funds.

Alternatives: The City Commission could vote to deny the Agreement.

Concurrences: The 2019 Byrne Justice Assistance Grant (JAG) Program Award has been approved by the Cascade County Sheriff's Office and Board of Cascade County Commissioners. The City Commission ratified the Edward Byrne Memorial Justice Assistance Grant Application #2019-H3780-MT-DJ in the amount of \$26,189 for the Cascade County Sheriff's Office and the Great Falls Police Department for Nighthawk launchable stop sticks and WatchGuard mobile digital video at the August 20, 2019 City Commission meeting.

Attachments/Exhibits:

Interlocal Agreement between the City of Great Falls and Cascade County.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF CASCADE COUNTY, MONTANA
AND THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA**

**A JOINT RESOLUTION ADOPTING THE INTERLOCAL AGREEMENT
FOR DIVISION OF
THE 2019 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD**

**City of Great Falls Resolution No. _____
Cascade County Resolution No. 19-48
Application # 2019-H3780-MT-DJ**

WHEREAS, the Montana Interlocal Cooperation Act, codified at Mont. Code Ann. §7-11-101, et seq, permits local Governmental units to make the most efficient use of their powers by enabling them to cooperate with other local government units on the basis of mutual advantage, and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and,

WHEREAS, the Interlocal Cooperative Act provides that public agencies may authorize and approve interlocal agreements with other public agencies to perform any administrative service, activity, or undertaking which such public agencies are otherwise authorized by law to perform; and

WHEREAS, Cascade County is a corporate political subdivision of the State of Montana pursuant to Mont. Code Ann §§ 7-1-2101 and 7-1-412 (15) and Mont. Const. Art. XI § 2, and as such is a “public agency”, as defined by Mont. Code Ann. §7-11-103; and

WHEREAS, the City of Great Falls, a municipality wholly located within Cascade County, is an independent corporate political subdivision of the State of Montana pursuant to Mont. Code Ann. §§ 7-1-4101 and 7-1-4121 (9) 7-1-4121(15), and 7-1-4111 (1) and Article XI sec. § 5, of the Constitution of Montana, and as such is a “public agency,” as defined by Mont. Code Ann § 7-11-103;

WHEREAS, the total amount of the 2019 Byrne Justice Assistance Grant (JAG) Program Award (hereafter “the JAG Award”) is \$26,189; and

WHEREAS, the City and County desire to split the grant fund \$15,714 to City / \$10,475 to Cascade County and to use such funds for the purchase of Nighthawk launchable stopsticks (GFPD); and Watchguard digital mobile video systems (CCSO)

WHEREAS, each governing body finds that the performance of this Agreement is in the best interest of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement, and

WHEREAS, Cascade County and the City of Great Falls believe it to be in their best interest to reallocate the grant funds and desire and intend to be bound under the terms and conditions set forth herein;

NOW, THEREFORE, PURSUANT TO THE Montana Interlocal Cooperation Act, and in consideration of the mutual covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged the County of Cascade and the City of Great Falls hereby agree as follows:

1. Purpose of Agreement

In accordance with MCA § 7-11-105(1), the purpose of this agreement is to provide both parties with a share of the 2019 JAG Award for the purchase of Nighthawk launchable stopsticks and WatchGuard digital mobile video systems. The parties do not intend to create any obligations express or implied other than those set out herein.

2. Duration

In accordance with MCA § 7-11-105(1) the agreement shall be immediately effective upon its execution by the respective governing bodies of Cascade County and the City of Great Falls. This agreement shall terminate in conjunction with the JAG Award on September 30, 2022.

3. No Separate Legal Entity Created

With regard to MCA § 7-11-105(2), the parties do not intend to create any separate legal entity by entering into this agreement. Moreover, the provisions of MCA § 7-11-105(4), (6), (7), (8) and (9) are not applicable to this agreement.

4. Distribution of Assets

Upon termination of this agreement, Cascade County and the City of Great Falls shall retain and have exclusive title, responsibility, and control over all existing and after-acquired assets obtained by Cascade County and the City of Great Falls, respectively, under this agreement.

5. Unilateral Termination

Due to the grant funding of this agreement, neither party shall have a right to unilateral termination of this Agreement. Ref. MCA § 7-11-105(5).

6. Amendment

Except as otherwise expressly provided herein, this interlocal agreement may not be amended except by a written agreement of the undersigned parties, in conformance with the requirements of the Montana Interlocal Cooperation Act, codified at Title 7 Chapter 11, Par 1, Mont. Code Ann, and as such statutes may hereafter be amended.

7. Time of Essence

Time is of the essence in the performance of all provisions of this agreement.

8. Severability

If any term of this agreement should hereafter be declared or become void or unenforceable by judicial decree or operation of law, all other terms of this agreement shall continue to be effective unless the void or unenforceable terms materially defeats the manifest intent and purpose of this agreement.

9. Merger

This interlocal agreement constitutes the entire agreement of the undersigned parties with respect to the matters addressed herein and supersedes any and all previous agreements or representations, if any, between the parties.

10. Construction

In the event of any ambiguity or imprecision in regard to the construction of the provisions of this agreement, such ambiguity or imprecision shall not, as a matter of course, be construed against any of the undersigned entities. All provisions of this agreement shall be construed to affect the manifest intent and purpose of this agreement.

11. Liability Claims

Each party to this agreement shall be responsible for its own actions in providing services under the agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

12. Third Party Beneficiaries

By entering into this agreement the parties do not intend for any third party to obtain a right by virtue of this Agreement and shall not create any rights in any party not a signatory hereto.

13. Assent

Pursuant to Mont. Code Ann § 7-11-104, the undersigned Cascade County and the City of Great Falls hereby authorize, approve, and execute the terms of this interlocal agreement.

PASSED AND ADOPTED by the City commission of the City of Great Falls, Montana on this _____ day of _____, 2019.

Gregory T. Doyon, City Manager

ATTEST:

Lisa Kunz, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT

Sara R. Sexe, Esq. *
Great Falls City Attorney

PASSED AND ADOPTED by the 2019 Board of County Commission, Cascade County, Montana on this 13th day of August, 2019.

Joe Briggs, Chairman

James L. Larson, Commissioner

Jane Weber, Commissioner

APPROVED FOR LEGAL CONTENT*

Carey Ann Haight *
Deputy Cascade County Attorney

Attest

On this 13th day of 2019, I hereby attest the above-written signature of the Board of Cascade County Commissioner.

Rina Ft. Moore, County Clerk and Recorder



*By law, the City and County Attorney's Offices may only advise or approve contracts or legal documents on behalf of its client. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval by their own respective attorney(s).



Item: Cancellation of Outstanding and Unpaid Checks over a year old
From: Municipal Court
Initiated By: Generally Accepted Accounting Principles
Presented By: Jo Griner, Court Supervisor
Action Requested: Approve cancellation of outstanding and unpaid checks over a year old issued by City of Great Falls Municipal Court.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (Approve/Deny) the cancellation of City of Great Falls checks that remain outstanding and unpaid for a period of one (1) year or longer as authorized by section 7-6-4303 MCA and authorize redistribution to the General Fund and the Municipal Court Unclaimed Restitution Fund.”

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

Staff Recommendation: Staff recommends that the City Commission approve the cancellation of checks that remain outstanding and unpaid for the period of one (1) year or longer.

Background: Section 7-6-4303, MCA, authorizes the City Commission to cancel municipal checks that have remained outstanding and unpaid for a period of one (1) year or longer. Attached is the required list of the instruments to be cancelled including the check number, date, amount, and payee. Municipal Court sends out two separate letters with affidavits to the address on record for the payee. If no response is received, a request to cancel the checks is sent to the City Commission. If a payee comes forward anytime after the checks are cancelled Municipal Court will generate a replacement check. All affidavits for replacement checks that have been returned to the City have had checks re-issued. The last time the City Commission approved cancellation of checks issued by the Great Falls Municipal Court Department was April 3, 2018.

Fiscal Impact: The total amount of the checks that are written off (\$4,196.31) is placed in the General Fund miscellaneous revenue and/or the Municipal Court Unclaimed Restitution Fund.

Attachments/Exhibits: List of Checks to be cancelled is available in the City Clerk’s Office.



Item: Cancellation of Outstanding and Unpaid Checks over a year old
From: Finance Department
Initiated By: Generally Accepted Accounting Principles
Presented By: Melissa Kinzler, Finance Department Director
Action Requested: Approve cancellation of outstanding and unpaid checks over a year old issued by City of Great Falls Finance Department.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/deny) the cancellation of City of Great Falls checks that remain outstanding and unpaid for a period of one (1) year or longer as authorized by section 7-6-4303 MCA.”

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

Staff Recommendation: Staff recommends that the City Commission approve the cancellation of checks that remain outstanding, and unpaid for the period of one (1) year or longer.

Background: Section 7-6-4303, MCA, authorizes the City Commission to cancel municipal checks that have remained outstanding and unpaid for a period of one (1) year or longer. Attached is the required list of the instruments to be cancelled including the check number, date, amount, and payee. The Finance Department sends out two separate letters with affidavits to the address on record for the payee. If no response is received, a request to cancel the checks is sent to the City Commission. If a payee comes forward any time after the checks are cancelled, the Finance Department will generate a replacement check. The cancellation of outstanding checks is done on an annual basis. The last time the City Commission approved cancellation of checks issued by the Finance Department was August 7, 2018.

Fiscal Impact: The total amount of the checks that are written off (\$2,534.86) is placed in the General Fund miscellaneous revenue.

Attachments/Exhibits: List of Checks to be cancelled is available in the City Clerk's Office.



Item: License and Services Agreement for Enterprise Resource Planning (ERP) Software with Tyler Technologies, Inc.

From: Finance and Human Resources

Initiated By: Melissa Kinzler, Finance Director and Gaye McInerney, Human Resources Director

Presented By: Melissa Kinzler, Finance Director

Action Requested: Approve the License and Services Agreement for ERP Software with Tyler Technologies, Inc.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/not approve) the license and services agreement for ERP software with Tyler Technologies, Inc. in the amount of \$531,475 for a three year contract plus estimated travel expenses of \$66,250.”

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

Staff Recommendation: Staff recommends approval of the license and services agreement for ERP software with Tyler Technologies, Inc.

Summary: The City’s current ERP provider is Tyler Technologies, Inc. New World Logos (New World Logos). Though New World Logos is considered as an ERP system, it lacks in Human Resources functionality. This software contract expires June 30, 2021 (last payment is due July 1, 2020). The lack of Human Resources functionality lead staff to view demos from Workday, Central Square Technologies and Tyler Technologies Munis. Human Resources and Finance have determined that Munis software meets the functionality demands of the City. The new software being proposed will replace the current New World Logos software that the City has been using since 2012. Because both products are with Tyler Technologies products, the change in software is considered a sole source software upgrade. There will be no penalty for terminating the agreement with Tyler Logos. The last year of the New World Logos contract payment will be applied to the Tyler Munis implementation cost.

Historically, the City has always attempted to find an enterprise ERP system that can deliver the right functionality in all phases. This can be extremely difficult as every enterprise software typically has strengths and weaknesses. In the current system, that weakness is the Human Resources component(s). Many organizations choose to piece out software to different vendors, trying to avert those weak components. For example, an organization might select Workday software to address Human Resource functionality and NetSuite to handle its Financials. Though these methods can work, this “piece mealing” of software can be problematic. These setups typically require multiple interfaces which require greater support and higher costs.

Tyler Munis provides the best all in one solution for functionality. The new software will greatly enhance the Human Resources functionality. Munis will provide additional reporting capabilities, a one solution process for recruitment, application processing, and on-boarding. In addition, Munis software will allow the City to use one cashiering solution (Tyler Cashiering) that was purchased when Community Development purchased the Energov software solution. The Finance Department will also have additional functionality with this software.

The agreement under consideration outlines the products that will be purchased as a license and services agreement, configuration and implementation services as well as product reliability and service standards. The contract also provides for termination of agreement for convenience should the City elect to use another product or change services which render the proposed software product unnecessary.

Fiscal Impact: The total cost of the agreement amounts to \$531,475 plus estimated travel expenses of \$66,250. Years two through three are estimated to cost an additional \$126,386 and \$129,705 for annual maintenance and hosting. Following the third year of the agreement, the agreement automatically renews, unless terminated otherwise, at the then-current SaaS fees.

Alternatives: The City Commission may reject the agreement and direct staff to address any specific concerns the Commission may have with the agreement to provide enhanced software capabilities.

Concurrences: Staff from Finance and Human Resources who utilize the software have been a part, and are in agreement with the selection of Tyler Technologies Munis software.

Attachments/Exhibits:

Tyler License and Service Agreement

(Exhibit A was removed from packet due to proprietary and confidential information)



LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc. ("Tyler") and Great Falls, Montana ("Client").

WHEREAS, Client selected Tyler to license the software products and perform the services set forth in the Investment Summary and Tyler desires to perform such actions under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this License and Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means Great Falls, Montana.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"Maintenance and Support Agreement"** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **"Statement of Work"** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is

attached as Exhibit E.

- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as Exhibit D.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SOFTWARE LICENSE

1. License Grant and Restrictions.

- 1.1 We grant to you a license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement. As set forth in Exhibit F, as of the Effective Date, the Client has opted to have Tyler host the Tyler Software in accordance with the terms of such exhibit. If the Client terminates hosting services and decides to self-host the Tyler Software, Tyler will invoice the Client for the New Server installation fee and the ReadyForms installation fee in the amounts set forth in the Investment Summary. Tyler will hold the rates for such optional services as set forth in Section I (2).
- 1.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
- 1.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.
- 1.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.

- 1.5 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
 - 1.6 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.
 - 1.7 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**
2. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
 3. Escrow. We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the annual beneficiary fee set forth in the Investment Summary. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.
 4. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

SECTION C – PROFESSIONAL SERVICES

1. Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the

scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

4. Cancellation. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products.
7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
8. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

SECTION D – MAINTENANCE AND SUPPORT

This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If you have purchased ongoing maintenance and support services, and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.

If you have opted not to purchase ongoing maintenance and support services for the Tyler Software, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software on a time and materials basis. In addition, you will:

- (i) receive the lowest priority under our Support Call Process;
- (ii) be required to purchase new releases of the Tyler Software, including fixes, enhancements and patches;
- (iii) be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software;
- (iv) be charged for a minimum of two (2) hours of support services for every support call; and
- (v) not be granted access to the support website for the Tyler Software or the Tyler Community Forum.

SECTION E – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products set forth in the Investment Summary, the following terms and conditions will apply:

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party Terms.
 - 2.1 We will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary.
 - 2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.
 - 2.3 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not

warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.
5. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with us, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you for all fees set forth in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION G – TERMINATION

1. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section F(2).
 - 1.1 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section I(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section I(3).

- 1.2 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of this Agreement for a period of forty-five (45) days or more.
- 1.3 Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid license and other fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.
- 1.4 For Convenience. You may terminate this Agreement for your convenience upon sixty (60) days written notice to us.

SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

- 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade

secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, and subject to the provisions of MCA §2-9-108, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).**

5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b)

Automobile Liability of at least \$1,000,000; (c) Professional (including Cyber and Privacy) Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION I – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement. Client notes that it is exempt from payment of Federal Excise Tax. Client's taxpayer identification number is 816001269.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to

nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the

following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents.

Tyler recognizes that this Agreement involves interaction with a public entity. Any oral or written information provided to the Client or its employees by Tyler may be subject to public inspection under Montana or other applicable law and may be subject to records retention laws. If a request for Tyler's information is made, the Client will notify Tyler of such request. If Tyler intends to claim that any such requested documentation is "Confidential Information" or confidential, proprietary, or trade secret information as identified in Mont. Code Ann. §30-14-402, or otherwise under applicable law, it will be required to take any and all steps necessary under applicable law, including court action, to establish that the information is not subject to public disclosure.

The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law and Compliance. This Agreement will be governed by and construed in accordance

with the laws of your state of domicile, without regard to its rules on conflicts of law. Each party shall comply with state, federal, and local laws that apply to its performance pursuant to this Agreement.

20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
22. Hosting Services. We will host the Tyler Software in accordance with the terms and conditions set forth in the Hosting Services Exhibit, attached hereto as Exhibit F, and the Service Level Agreement, attached hereto as Schedule 1 to Exhibit F.
23. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy Schedule 1: Business Travel Policy
Exhibit C	Maintenance and Support Agreement Schedule 1: Support Call Process
Exhibit D	Third Party Terms
Exhibit E	Statement of Work
Exhibit F	Hosting Services Schedule 1: Service Level Agreement

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

Great Falls, Montana

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:

City of Great Falls
P.O. Box 5021
Great Falls, MT 59403
Attention: _____



Exhibit A
Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

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Exhibit B Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable license and services fees in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. Tyler Software.

1.1 *License Fees:* License fees are invoiced as follows: (a) 25% on the Effective Date; (b) 50% on the date when we make the applicable Tyler Software available to you for downloading (the "Available Download Date"); and (c) 25% on the earlier of use of the Tyler Software in live production or 180 days after the Available Download Date.

1.2 *Maintenance and Support Fees:* Year 1 maintenance and support fees are waived through one (1) year from the Effective Date. Year 2 maintenance and support fees, at our then-current rates, are payable on the one (1) year anniversary of the Effective Date, and subsequent maintenance and support fees are invoiced annually in advance of each anniversary thereof. Your fees for each subsequent year will be set at our then-current rates.

2. Professional Services.

2.1 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.

2.2 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.

2.3 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.

2.4 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler

Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in the Maintenance and Support Agreement.

2.5 *Other Fixed Price Services*: Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where “Project Planning Services” are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

2.6 *Change Management Services*: If you have purchased any change management services, those services will be invoiced in the following amounts and upon the following milestones:

Acceptance of Change Management Discovery Analysis	15%
Delivery of Change Management Plan and Strategy Presentation	10%
Acceptance of Executive Playbook	15%
Acceptance of Resistance Management Plan	15%
Acceptance of Procedural Change Communications Plan	10%
Change Management Coach Training	20%
Change Management After-Action Review	15%

3. Third Party Products.

3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

3.2 *Third Party Software Maintenance*: The first year maintenance fees for the Third Party Software, if any, is invoiced when we make that Third Party Software available to you for downloading.

3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

3.4 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

4. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We

prefer to receive payments electronically. Our electronic payment information is:

Bank: Wells Fargo Bank, N.A.
420 Montgomery
San Francisco, CA 94104
ABA: 121000248
Account: 4124302472
Beneficiary: Tyler Technologies, Inc. – Operating



Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee’s private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a “mid-size” or “intermediate” car. “Full” size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler’s TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

“No shows” or cancellation fees are not reimbursable if the employee does not comply with the hotel’s cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C Maintenance and Support Agreement

We will provide you with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. **Term.** We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date, and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.
2. **Maintenance and Support Fees.** Your year 1 maintenance and support fees for the Tyler Software are listed in the Investment Summary, and your payment obligations are set forth in the Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.
3. **Maintenance and Support Services.** As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
 - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
 - 3.2 provide telephone support during our established support hours;
 - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 3.4 provide you with a copy of all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.
4. **Client Responsibilities.** We will use all reasonable efforts to perform any maintenance and support services remotely. Currently, we use a third-party secure unattended connectivity tool called

Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.

5. Hardware and Other Systems. If you are a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

- (a) All infrastructure executing Tyler Software shall be managed by you;
 - (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
 - (c) You will perform daily database backups and verify that those backups are successful.
6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware, unless you are a hosted customer; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.
7. Current Support Call Process. Our current Support Call Process for the Tyler Software is attached to this Exhibit C at Schedule 1.



Exhibit C Schedule 1 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

- (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Issue Handling

Incident Tracking

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler’s website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client’s needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler’s responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology’s software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client’s needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident’s priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client’s database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client’s desktop and view the site’s setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



Exhibit D
DocOrigin End User License Agreement

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DocOrigin

SOFTWARE LICENSE

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 - B. Per-Document.** This is defined as a fee per document based on the total number of documents generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages. A document may contain 1 or more pages. For instance, a batch of invoices for 250 customers may contain 1,000 pages, this will be counted as 250 documents which should correspond to 250 invoices.
 - C. Per-Surface.** This is defined as a fee per surface based on the total number of surfaces generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages, the pages may be printed one side (one surface) or duplexed (2 surfaces). The documents may be rendered to a computer file (i.e. PDF), each page placed in the file is considered a surface. A document may contain 1 or more surfaces. For instance, a batch of invoices for 250 customers may contain 500 pages duplexed, this will be counted as 1000 surfaces.
- 1.5 Disaster Recovery License.** You may request a Disaster Recovery license of the Software for each production license You have purchased as a failover in the event of loss of use of the production server(s). This license is for disaster recovery purposes only and under no circumstance may the disaster recovery license be used for production simultaneously with a production license with which it is paired.
- 1.6 Backup Copies.** After installation of the Software pursuant to this EULA, you may store a copy of the installation files for the Software solely for backup or archival purposes. Except as expressly provided in this EULA, you may not otherwise make copies of the Software or the printed materials accompanying the Software.
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7. TERM AND TERMINATION

7.1 The term of this Agreement will begin on download of the Software and, in respect of an Evaluation License, shall continue for the Evaluation Period, and in respect of all other license types defined in Section 1, shall continue for as long as You use the Software, unless earlier terminated sooner under this section 7.

7.2 Eclipse Corporation may terminate this Agreement in the event of any breach by You if such breach has not been cured within thirty (30) days of notice to You. No termination of this Agreement will entitle You to a refund of any amounts paid by You to Eclipse Corporation or its applicable distributor or reseller or affect any obligations You may have to pay any outstanding amounts owing to Eclipse Corporation or its distributor.

7.3 Your rights to use the Software will immediately terminate upon termination or expiration of this Agreement. Within thirty (30) days of termination or expiration of this Agreement, You shall purge all Software and all copies thereof from all computer systems and storage devices on which it was stored, and certify such to Eclipse Corporation

8. GENERAL PROVISIONS

8.1 No Waiver. No delay or failure in exercising any right under this Agreement, or any partial or single exercise of any right, will constitute a waiver of that right or any other rights under this Agreement. No consent to a breach of any express or implied term set out in this Agreement constitutes consent to any subsequent breach, whether of the same or any other provision.

8.2 Severability. If any provision of this Agreement is, or becomes, unenforceable, it will be severed from this Agreement and the remainder of this Agreement will remain in full force and effect.

8.3 Assignment. You may not transfer or assign this Agreement (whether voluntarily, by operation of law, or otherwise) without Eclipse Corporation's prior written consent. Eclipse Corporation may assign this Agreement at any time without notice. This Agreement is binding upon and will inure to the benefit of both parties, and their respective successors and permitted assigns.

8.4 Governing Law and Venue if You are located in the USA. This Agreement shall be governed by the laws of the State of Texas if You are located in the USA. No choice of laws rules of any jurisdiction shall apply to this Agreement. You consent and agree that the courts of the State of Texas shall have jurisdiction over any legal action or proceeding brought by You arising out of or relating to this Agreement, and You consent to the jurisdiction of such courts for any such action or proceeding.

8.5 Governing Law and Venue if You are not located in the USA. This Agreement shall be governed by the laws of the Province of Ontario in Canada if You are not located in the USA . No choice of laws rules of any jurisdiction shall apply to this Agreement. You consent and agree that the courts of the Province of Ontario in Canada shall have jurisdiction over any legal action or proceeding brought by You arising out of or relating to this Agreement, and You consent to the jurisdiction of such courts for any such action or proceeding.

8.6 Entire Agreement. This Agreement is the entire understanding and agreement between You and Eclipse Corporation with respect to the subject matter hereof, and it supersedes all prior negotiations, commitments and understandings, verbal or written, and purchase order issued by You. This Agreement may be amended or otherwise modified by Eclipse Corporation from time to time and the most recent version of the Agreement will be available on the Eclipse Corporation website www.docorigin.com.

Last Updated: July 22, 2017

Exhibit E

Statement of Work

Tyler Technologies

Prepared for:

City of Great Falls

PO Box 5021, Great Falls, MT 59403

Prepared by:

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Tyler Technologies, Inc.

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1 Executive Summary

1.1 Project Overview

The Statement of Work (SOW) documents the Project Scope, methodology, roles and responsibilities, implementation Stages, and deliverables for the implementation of Tyler products.

The Project goals are to offer the City of Great Falls the opportunity to make the City more accessible and responsive to external and internal customer needs and more efficient in its operations through:

- Streamlining, automating, and integrating business processes and practices
- Providing tools to produce and access information in a real-time environment
- Enabling and empowering users to become more efficient, productive and responsive
- Successfully overcoming current challenges and meeting future goals

1.2 Product Summary

Below, is a summary of the products included in this Project, as well as reference to the City's functional area utilizing the Tyler product(s). Refer to the Implementation Stages section of this SOW for information containing detailed service components.

[PRODUCT]	[APPLICATION]
Tyler Content Manager	Document Management
Munis	Financial Management
Munis	Procurement
Munis	CAFR Reporting
Munis	Human Capital Management
Munis	Utility Billing
Munis	Accounts Receivable and Collections
Munis	Tyler Reporting Services
Munis	Document Management

1.3 Project Timeline

The Project Timeline establishes a start and end date for each Phase of the Project. Developed during the Initiate & Plan Stage and revised as mutually agreed to, if needed, the timeline accounts for resource availability, business goals, size and complexity of the Project, and task duration requirements.

1.4 Project Methodology Overview

Tyler bases its implementation methodology on the Project Management Institute's (PMI) Process Groups (Initiating, Planning, Executing, Monitoring & Controlling, and Closing). Using this model, Tyler developed a 6-stage process specifically designed to focus on critical project success measurement factors.

Tailored specifically for Tyler's public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to Scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the City's complexity, and organizational needs.

2 Project Governance

The purpose of this section is to define the resources required to adequately establish the business needs, objectives, and priorities for the Project; communicate the goals to other project participants; and provide support and guidance to accomplish these goals. Project governance also defines the structure for issue escalation and resolution, Change Control review and authority, and organizational Change Management activities.

The preliminary governance structure establishes a clear escalation path when issues and risks require escalation above the project manager level. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

The path below illustrates an overall team perspective where Tyler and the City collaborate to resolve project challenges according to defined escalation paths. In the event project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the City steering committee become the escalation points to triage responses prior to escalation to the City and Tyler executive sponsors. As part of the escalation process, each project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. The City and Tyler executive sponsors serve as the final escalation point.

2.1 Client Governance

Depending on the City's organizational structure and size, the following governance roles may be filled by one or more people:

2.1.1 Client Project Manager

The City's project manager(s) coordinate project team members, subject matter experts, and the overall implementation schedule and serves as the primary point of contact with Tyler. The City project manager(s) will be responsible for reporting to the City steering committee and determining appropriate escalation points.

2.1.2 Steering Committee

The City steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation of the Project's value throughout the organization. Oversees the City project manager(s) and the Project and through participation in regular internal meetings, the City steering committee remains updated on all project progress, project decisions, and achievement of project milestones. The City steering committee also provides support to the City project manager(s) by communicating the importance of the Project to all impacted departments. The City steering committee is responsible for ensuring the Project has appropriate resources, provides strategic direction to the project team, for making timely decisions on critical project issues or policy decisions. The City steering committee also serves as primary level of issue resolution for the Project.

2.1.3 Executive Sponsor(s)

The City's executive sponsor provides support to the Project by allocating resources, providing strategic direction, and communicating key issues about the Project and the Project's overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated project issues. The executive sponsor engages in the Project, as needed, in order to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day project activities. The executive sponsor empowers the City steering committee, project manager(s), and functional leads to make critical business decisions for the City.

2.2 Tyler Governance

2.2.1 Tyler Project Manager

The Tyler project manager(s) have direct involvement with the Project and coordinates Tyler project team members, subject matter experts, the overall implementation schedule, and serves as the primary point of contact with the City. As requested by the City, the Tyler project manager(s) provide regular updates to the City's steering committee and other Tyler governance members.

2.2.2 Tyler Implementation Management

Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. Tyler project manager(s) consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler project manager(s) or with the City management, as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level. The name(s) and contact information for this resource will be provided and available to the project team.

2.2.3 Tyler Executive Management

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the project team and collaborates with other Tyler department managers, as needed, in order to escalate and facilitate implementation project tasks and decisions. The name(s) and contact information for this resource will be provided and available to the project team.

2.3 Acceptance and Acknowledgment Process

All Deliverables and Control Points must be accepted or acknowledged following the process below. Acceptance requires a formal sign-off while acknowledgement may be provided without formal sign-off at the time of delivery. The following process will be used for accepting or acknowledging Deliverables and Control Points:

- The City shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept or acknowledge each Deliverable or Control Point. If the City does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the City does not agree the particular Deliverable or Control Point meets requirements, the City shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The City shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the City does not provide acceptance or acknowledgement within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

3 Overall Project Assumptions

3.1 Project, Resources and Scheduling

- Project activities will begin after the Agreement has been fully executed.
- The City has the ability to allocate additional internal resources if needed. The City also ensures the alignment of their budget and Scope expectations.
- The City and Tyler ensure that the assigned resources are available, they buy-into the change process, and they possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, buy-in, and knowledge.
- Tyler and City provide adequate resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases can result in Project delays if there are not sufficient resources assigned to complete all required work as scheduled.
- Changes to Project Plan, availability of resources or changes in Scope may result in schedule delays, which may result in additional charges to the Project.
- Tyler provides a written agenda and notice of any prerequisites to the City project manager(s) ten (10) business days prior to any scheduled on site or remote sessions.
- Tyler provides notice of any prerequisites to the City project manager(s) a minimum of ten (10) business days prior to any key deliverable due dates.
- City users complete prerequisites prior to applicable scheduled activities.
- Tyler provides guidance for configuration and processing options available within the Tyler software. The City is responsible for making decisions based on the options available.
- In the event the City may elect to add and/or modify current business policies during the course of this Project, such policy changes are solely the City's responsibility to define, document, and implement.
- The City makes timely Project related decisions in order to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Decisions left unmade may affect the schedule, as each analysis and implementation session builds on the decisions made in prior sessions.
- Tyler considers additional services out of Scope and requires additional time and costs be requested via Change Request approved through the Change Control process.

- The City will respond to information requests in a comprehensive and timely manner, in accordance with the Project Plan.

3.2 Data Conversion

- The City will upload a database backup of the New World ERP database to Tyler's FTP site
- Each New World ERP data file submitted for conversion includes all associated records in a single approved file layout.
- The City understands the New World ERP data extract(s) must be provided to Tyler in the same format each time unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget, and resource availability may occur and/or data in the new system may be incorrect.
- During this process, the City may need to correct data scenarios in New World ERP prior to the final data pull. This is a complex activity and requires due diligence by the City to ensure all data pulled includes all required data and the Tyler system contains properly mapped data.

3.3 Data Exchanges, Modifications, Forms and Reports

- The City ensures the 3rd party data received conforms to a Tyler standard format.
- The 3rd party possesses the knowledge of how to program their portion of the interaction and understands how to manipulate the data received.
- Client is on a supported, compatible version of the 3rd party software or Tyler standard Data Exchange tools may not be available.
- The City is willing to make reasonable business process changes rather than expecting the product to conform to every aspect of their current system/process.
- Any Modification requests not expressly stated in the contract are out of Scope. Modifications requested after contract signing have the potential to change cost, Scope, schedule, and production dates for project Phases. Modification requests not in Scope must follow the Project Change Request process.

3.4 Hardware and Software

- Tyler will initially Install the most current generally available version of the purchased Tyler software.
- The City will provide network access for Tyler modules, printers, and Internet access to all applicable City and Tyler project staff.

- The City has in place all hardware, software, and technical infrastructure necessary to support the Project.
- The City's system hardware and software meet Tyler standards to ensure sufficient speed and operability of Tyler software. Tyler will not support use of software if the City does not meet minimum standards of Tyler's published specifications.

3.5 Education

- Throughout the Project lifecycle, the City provides a training room for Tyler staff to transfer knowledge to the City's resources, for both onsite and remote sessions. The City will provide staff with a location to practice what they have learned without distraction. If Phases overlap, the City will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The training room is set up in a classroom setting. The City determines the number of workstations in the room. Tyler recommends every person attending a scheduled session with a Tyler Consultant or Trainer have their own workstation. However, Tyler requires there be no more than two (2) people at a given workstation.
- The City provides a workstation which connects to the Tyler system for the Tyler trainer conducting the session. The computer connects to a City provided projector, allowing all attendees the ability to actively engage in the training session.
- The City testing database contains the Tyler software version required for delivery of the Modification prior to the scheduled delivery date for testing.
- The City is responsible for verifying the performance of the Modification as defined by the specification.
- Users performing user acceptance testing (UAT) have attended all applicable training sessions prior to performing UAT.

4 Implementation Stages

4.1 Work Breakdown Structure (WBS)

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called “Stages” and the second level components are called “work packages.” The work packages, shown below each Stage, contain the high-level work to be done. The detailed Project Plan, developed during Initiate & Plan and finalized during Assess & Define, will list the tasks to be completed within each work package. Each Stage ends with a “Control Point”, confirming the work performed during that Stage of the Project.



* - If included in project scope

4.2 Initiate & Plan (Stage 1)

The Initiate & Plan Stage creates a foundation for the Project through identification of City and Tyler Project Management teams, development of implementation management plans, and the provision and discussion of system infrastructure requirements. City participation in gathering information is critical. Tyler Project Management teams present initial plans to stakeholder teams at Stage end.

4.2.1 Tyler Internal Coordination & Planning

Prior to Project commencement, Tyler management staff assigns project manager(s). Tyler provides the City with initial Project documents used in gathering basic information, which aids in preliminary planning and scheduling. City participation in gathering requested information by provided deadlines ensures the Project moves forward in a timely fashion. Internally, the Tyler project manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the City’s team. During this step, Tyler will work with the City to establish the date(s) for the Project/Phase Planning session.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Tyler Internal Coordination & Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Assign Tyler project manager	A	R	I						I			I								
Provide initial Project documents to Client	A	I	R						C			I								
Sales to Implementation knowledge transfer	A	I	R						C											
Internal planning and phase coordination		A	R					C												

4.2.2 System Infrastructure Planning

The City provides, purchases or acquires hardware according to hardware specifications provided by Tyler and ensures it is available at the City’s site. The City completes the system infrastructure audit, ensuring vital system infrastructure information is available to the Tyler implementation team, and verifies all hardware compatibility with Tyler solutions.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	System Infrastructure Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide system hardware specifications			I					R	A			I							C	
Make hardware available for Installation			I					C				A							R	
Install system hardware, if applicable			I					C				A							R	
Complete system infrastructure audit			I					C				A							R	

4.2.3 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify Applications to implement in each Phase (if applicable), and discuss implementation timeframes. The Tyler project manager(s) deliver an Implementation Management Plan, which is mutually agreeable by City and Tyler.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Project/Phase Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Perform Project/Phase Planning		A	R								I	C	C			I				
Deliver implementation management plan		A	R									C	C	I						

4.2.4 Project Schedule

Client and Tyler will mutually develop an initial Project Schedule. The initial schedule includes, at minimum, enough detail to begin Project activities while the detailed Project Plan/schedule is being developed and refined.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Project Schedule																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop initial Project Schedule		A	R	I								C	I	I						
Deliver Project Plan and schedule for Project Phase		A	R	I						I	I	C	C	I	I	I				
Client reviews Project Plan & initial schedule			C							I	A	R	C	C		C				
Client approves Project Plan & initial schedule			I							I	A	R	C	C	I	I		I	I	I

4.2.5 Stakeholder Presentation

City stakeholders join Tyler project manager(s) to communicate successful Project criteria, Project goals, Deliverables, a high-level milestone schedule, and roles and responsibilities of Project participants.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Stakeholder Presentation																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Present overview of Project Deliverables, Project Schedule and roles and responsibilities		A	R	I					I	I	I	C	I	I	I	I		I	I	I
Communicate successful Project criteria and goals			I							R	C	A	C	I	I	C	I	I		

4.2.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below. Advancement to the Assess & Define Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.2.6.1 Initiate & Plan Stage Deliverables

- Implementation Management Plan
 - Objective: Update and deliver baseline management plans to reflect the approach to the City's Project.
 - Scope: The Implementation Management addresses how communication, quality control, risks/issues, resources and schedules, and Software Upgrades (if applicable) will be managed throughout the lifecycle of the Project.
 - Acceptance criteria: City reviews and acknowledges receipt of Implementation Management Plan.
- Project Plan/Schedule
 - Objective: Provide a comprehensive list of tasks, timelines and assignments related to the Deliverables of the Project.
 - Scope: Task list, assignments and due dates
 - Acceptance criteria: City acceptance of schedule based on City resource availability and Project budget and goals.

4.2.6.2 Initiate & Plan Stage Acceptance Criteria

- Hardware Installed
- System infrastructure audit complete and verified
- Implementation Management Plan delivered
- Project Plan/Schedule delivered; dates confirmed
- Stakeholder Presentation complete

4.3 Assess & Define (Stage 2)

The primary objective of Assess & Define is to gather information about current City business processes and translate the material into future business processes using Tyler Applications. Tyler uses a variety of methods for obtaining the information, all requiring City collaboration. The City shall provide complete and accurate information to Tyler staff for analysis and understanding of current workflows and business processes.

4.3.1 Fundamentals Review

Fundamentals Review provides functional leads and Power Users an overall understanding of software capabilities prior to beginning current and future state analysis. The primary goal is to provide a basic understanding of system functionality, which provides a foundation for upcoming conversations regarding future state processing. Tyler utilizes a variety of methods for completing fundamentals training including the use of eLearning, videos, documentation, and walkthroughs.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Assess & Define																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Schedule fundamentals review & provide fundamentals materials & prerequisites, if applicable		A	R	I								C	I		I				I	
Complete fundamentals materials review and prerequisites			I								A	R		I					C	
Ensure all scheduled attendees are present			I	I						A	R	C		I						
Facilitate fundamentals review		A	R									I	I	I						

4.3.2 Current/Future State Analysis

City and Tyler evaluate current state processes, options within the new software, pros and cons of each option based on current or desired state, and make decisions about future state configuration and processing.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Current/Future State Analysis																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide Current/Future State analysis materials to the City, as applicable		A	R	I								C	I		I					
Conduct Current & Future State analysis			A	R								I	C	I	C					
Provide pros and cons of Tyler software options			A	R								I	C	I	C					
Make Future State Decisions according to due date in the Project Plan				I	I							C	A	R	I	C	I			
Record Future State decisions			A	R								I	C	I	C					

4.3.3 Data Conversion Planning & Mapping

This entails the activities performed to prepare to convert data from the City’s New World ERP System Applications to the Tyler system. Tyler staff and the City work together to complete Data Mapping for each piece of data (as outlined in the Agreement) from the New World ERP System to a location in the Tyler system.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Data Conversion Planning & Mapping																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review contracted data conversion(s) options			A	R	I							C	C		C			C		
Map data from New World ERP System to Tyler system			I	C	I							A	C		C			R		
Pull conversion data extract			I		I							A	C		C			R		
Run balancing Reports for data pulled and provide to Tyler			I		I							A	C		R			I		
Review and approve initial data extract		A	I	C	R							I						I		
Correct issues with data extract, if needed			I	C	C							A	C		C			R		

4.3.4 Standard 3rd Party Data Exchange Planning

An Integration is a real-time or automated exchange of data between two systems. Standard Data Exchange tools are available to fulfill Integrations with external systems by allowing clients to get data in and out of the Tyler system. Data exchange tools can take the form of Imports and Exports, and Application Programming Interfaces (APIs). APIs may require additional licensing and may have some restrictions on use. Please refer to your licensing agreement for further information.

4.3.4.1 Imports and Exports

The Client and Tyler project manager(s) will work together to define/confirm which Imports and Exports are needed (if not outlined in the Agreement). Tyler will provide an Excel or ASCII file layouts for each Standard Data Exchange.

4.3.4.2 APIs

Additional API licensing and data sharing agreements are required for integration with third-party applications. In addition to ensuring that API services are functioning correctly, Tyler will participate in developer-to-developer discussions, if necessary, to allow the client to attain a satisfactory understanding of baseline API operation, as specified in the agreement. It is the Client’s responsibility to fulfill integrations using Tyler’s API services and ensure operation of the third party API services.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Standard 3 rd Party Data Exchange Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review Standard or contracted Data Exchanges			A	R								C	I		I			C		
Define or confirm needed Data Exchanges			I	C								A	C		C			R		

4.3.5 Modification Analysis & Specification, if contracted

Tyler staff conducts additional analysis and develops specifications based on information discovered during this Stage. The City reviews the specifications and confirms they meet City’s needs prior to acceptance. Out of Scope items or changes to specifications after acceptance may require a Change Request.

Tyler’s intention is to minimize Modifications by using Standard functionality within the Application, which may require a City business process change. It is the responsibility of the City to detail all of their needs during the Assess and Define Stage. Tyler will write up specifications (for City approval) for contracted program Modifications. Upon approval, Tyler will make the agreed upon Modifications to the respective program(s). Once the Modifications have been delivered, the City will test and approve those changes during the Build and Validate Stage.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Modification Analysis & Specification, if contracted																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Analyze contracted modified program requirements			A	C			R					C	C	I	C			C		
Develop specification document(s)	A		I	C			R					I	I		I			I		
Review specification document(s); provide changes to Tyler, if applicable			I	C			C					A	R	I	C			C		
Sign-off on specification document(s) and authorize work			I				I				A	R	C	I	I			C		

4.3.6 Forms & Reports Planning

City and Tyler project manager(s) review Forms and Report needs. Items that may be included in the Agreement are either Standard Forms and Reports or known/included Modification(s). Items not included in the Agreement could be either City-developed Reports or a newly discovered Modification that will require a Change Request.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Forms & Reports Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review required Forms output			A	R									C	I	C			I		
Review and complete Forms options and submit to Tyler			I			I						A	R		C					
Review in Scope Reports			A	R								I	C		C					
Identify additional Report needs			I	C								A	R		C					
Add applicable tasks to Project schedule	A	R	I			C						C	I		I			I		

4.3.7 System Deployment

The Tyler Technical Services team Installs Tyler Applications on the server (hosted or client-based) and ensures the platform operates as expected.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	System Deployment																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Install contracted software on server	A		I					R				I							C	
Ensure platform operates as expected	A		I					R				I							C	

4.3.8 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below. Advancement to the Build & Validate Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.3.8.1 Assess & Define Stage Deliverables

- Completed analysis Questionnaire
 - Objective: Gather and document information related to City business processes for current/future state analysis as it relates to Tyler approach/solution.
 - Scope: Provide comprehensive answers to all questions on Questionnaire(s).
 - Acceptance criteria: City acceptance of completed Questionnaire based on thoroughness of capturing all City business practices to be achieved through Tyler solution.
- Data conversion summary and specification documents
 - Objective: Define data conversion approach and strategy.
 - Scope: Data conversion approach defined, data extract strategy, conversion and reconciliation strategy.
 - Acceptance criteria: Data conversion document(s) delivered to the City, reflecting complete and accurate conversion decisions.
- Modification specification documents, if contracted
 - Objective: Provide comprehensive outline of identified gaps, and how the modified program meets the City's needs.
 - Scope: Design solution for Modification.
 - Acceptance criteria: City accepts Modified Specification Document(s) and agrees that the proposed solution meets their requirements.
- Completed Forms options and/or packages
 - Objective: Provide specifications for each City in Scope form, Report and output requirements.
 - Scope: Complete Forms package(s) included in agreement and identify Report needs.
 - Acceptance criteria: Identify Forms choices and receive supporting documentation.
- Installation checklist
 - Objective: Installation of purchased Tyler software.
 - Scope: Tyler will conduct an initial coordination call, perform an installation of the software included in the Agreement, conduct follow up to ensure all tasks are complete, and complete server system administration training, unless the City is hosted.
 - Acceptance criteria: Tyler software is successfully installed and available to authorized users, City team members are trained on applicable system administration tasks.

4.3.8.2 Assess & Define Stage Acceptance Criteria

- Tyler software is installed.
- Fundamentals review is complete.
- Required Form information complete and provided to Tyler.

- Current/Future state analysis completed; Questionnaires delivered and reviewed.
- Data conversion mapping and extractions completed and provided to Tyler.

4.4 Build & Validate (Stage 3)

The objective of the Build & Validate Stage is to prepare the software for use in accordance with the City’s needs identified during the Assess and Define Stage, preparing the City for Final Testing and Training.

4.4.1 Configuration & Power User Training

Tyler staff collaborates with the City to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. Tyler staff will train the City Power Users to prepare them for the Validation of the software. The City collaborates with Tyler staff iteratively to Validate software configuration.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Build & Validate																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Perform configuration			A	R								I	R		I					
Power User process and Validation training			A	R								I	C	I	C				I	
Validate configuration			I	C								A	C		R			C		

4.4.2 Data Conversion & Validation

Tyler completes an initial review of the converted data for errors. With assistance from the City, the Tyler Data Conversion Team addresses items within the conversion program to provide the most efficient data conversion possible. With guidance from Tyler, the City reviews specific data elements within the system and identifies and Reports discrepancies in writing. Iteratively, Tyler collaborates with the City to address conversion discrepancies prior to acceptance.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Data Conversion & Validation																				
	TYLER								CLIENT												
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator	
Write and run data conversion program against Client data		A	I	C	R														C		
Complete initial review of data errors		A	I	C	R							I	I						C		
Review data conversion and submit needed corrections				I	C	I						A	C		R				C		
Revise conversion program(s) to correct error(s)		A	I	C	R							I	I		C				C		

4.4.3 Standard 3rd Party Data Exchange Validation

Tyler provides training on Data Exchange(s) and the City tests each Data Exchange.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Standard 3 rd Party Data Exchange Validation																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Train Data Exchange(s) processing in Tyler software			A	R								C	I	I				C	I	
Coordinate 3 rd Party Data Exchange activities			I	I								A	C		C			R		
Test all Standard 3 rd party Data Exchange(s)			I	C								A	C	I	R			C		

4.4.4 Modification Delivery & Validation, if contracted

Tyler delivers in Scope Modification(s) to the City for preliminary testing. Final acceptance will occur during the Final Testing and Training Stage.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Modification Delivery & Validation, if contracted																				
	TYLER								CLIENT												
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator	
Develop and deliver contracted modified program(s)		A	I	C	I		R					I	C	I	C				I		C
Test contracted modified program(s) in isolated database				I	C			C				A	C		R				C		
Report discrepancies between specification and delivered contracted modified program(s)				I	I			I				A	R		C				C		
Make corrections to contracted modified program(s) as required		A	I	C	I		R					I	C		C				I		

4.4.5 Forms & Reports Validation

Tyler provides training on Standard Forms/Reports and the City tests each Standard Form/Report.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Forms & Reports Validation																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Standard Forms & Report training			A	R								I	C		C					
Test Standard Forms & Reports			I	C		C						A	C		R			C		

4.4.6 Control Point 3: Build & Validate Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Final Testing & Training Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.4.6.1 Build & Validate Stage Deliverables

- Initial data conversion
 - Objective: Convert New World ERP System data into Tyler system.
 - Scope: Data conversion program complete; deliver converted data for review.
 - Acceptance criteria: Initial error log available for review.
- Data conversion verification document
 - Objective: Provide instructions to the City to verify converted data for accuracy.
 - Scope: Provide self-guided instructions to verify specific data components in Tyler system.
 - Acceptance criteria: City accepts data conversion delivery; City completes data issues log.
- Installation of Modifications on the City's server(s) *except for hosted Clients
 - Objective: Deliver Modification(s) in Tyler software.
 - Scope: Program for Modification is complete and available in Tyler software, Modification testing.
 - Acceptance criteria: Delivery of Modification(s) results in objectives described in the City-signed specification.
- Standard Forms & Reports Delivered
 - Objective: Provide Standard Forms & Reports for review.
 - Scope: Installation of all Standard Forms & Reports included in the Agreement.
 - Acceptance criteria: Standard Forms & Reports available in Tyler software for testing in Stage 4.

4.4.6.2 Build & Validate Stage Acceptance Criteria

- Application configuration completed.
- Standard Forms & Reports delivered and available for testing in Stage 4.
- Data conversions (except final pass) delivered.
- Standard 3rd party Data Exchange training provided.
- Modifications delivered and available for testing in Stage 4.
- The City and Tyler have done a review of primary configuration areas to Validate completeness and readiness for testing and acceptance in Stage 4.

4.5 Final Testing & Training (Stage 4)

During Final Testing and Training, Tyler and the City review the final Cutover plan. A critical Project success factor is the City understanding the importance of Final Testing and Training and dedicating the resources required for testing and training efforts in order to ensure a successful Production Cutover.

4.5.1 Cutover Planning

City and Tyler project manager(s) discuss final preparations and critical dates for Production Cutover. Tyler delivers a Production Cutover Checklist to outline Cutover tasks to help prepare the City for success.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 4	Cutover Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Cutover Planning Session		A	R	C							I	I	C	C	C			C	C	
Develop Production Cutover Checklist		A	R	C						I	I	C	C	I	I			C		

4.5.2 User Acceptance Testing (UAT)

The City performs User Acceptance Testing to verify software readiness for day-to-day business processing. Tyler provides a Test Plan for users to follow to ensure proper Validation of the system.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 4	User Acceptance Testing (UAT)																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Deliver Test Plan for User Acceptance Testing		A	R	C								I	I							
Perform User Acceptance Testing			I	C							A	R	C	C	C	I	I	C	I	
Accept modified program(s), if applicable			I	I			I				A	R	C	I	C			C		
Validate Report performance			I	C		C						A	C		R			C		

4.5.3 End User Training

End Users attend training sessions to learn how to utilize Tyler software. Training focuses primarily on day-to-day City processes that will be delivered via group training, webinar, eLearnings and/or live training sessions.

Unless stated otherwise in the Agreement, Tyler provides one occurrence of each scheduled training or implementation topic with up to the maximum number of users as defined in the Agreement, or as otherwise mutually agreed. City users who attended the Tyler sessions may train any City users not able to attend the Tyler sessions or additional sessions may be contracted at the applicable rates for training.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 4	End User Training																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Conduct user training sessions			A	R								C	I		I	I		I	I	
Conduct additional End User training sessions			I								I	A	C	I	R	I	I	I	I	

4.5.4 Control Point 4: Final Testing & Training Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Production Cutover Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.5.4.1 Final Testing & Training Stage Deliverables

- Production Cutover checklist
 - Objective: Provide a detailed checklist outlining tasks necessary for production Cutover.
 - Scope: Dates for final conversion, date(s) to cease system processing in New World ERP System, date(s) for first processing in Tyler system, contingency plan for processing.
 - Acceptance criteria: Definition of all pre-production tasks, assignment of owners and establishment of due dates.
- User Acceptance Test Plan
 - Objective: Provide testing steps to guide users through testing business processes in Tyler software.
 - Scope: Testing steps for Standard business processes.
 - Acceptance criteria: Testing steps have been provided for Standard business processes.

4.5.4.2 Final Testing & Training Stage Acceptance Criteria

- Production Cutover Checklist delivered and reviewed.
- Modification(s) tested and accepted, if applicable.
- Standard 3rd party Data Exchange programs tested and accepted.
- Standard Forms & Reports tested and accepted.
- User acceptance testing completed.
- End User training completed.

4.6 Production Cutover (Stage 5)

City and Tyler resources complete tasks as outlined in the Production Cutover Plan and the City begins processing day-to-day business transactions in the Tyler software. Following Production Cutover, the City transitions to the Tyler support team for ongoing support of the Application.

4.6.1 Final Data Conversion, if applicable

The City provides final data extract and Reports from the New World ERP System for data conversion and Tyler executes final data conversion. The City may need to manually enter into the Tyler system any data added to the New World ERP System after final data extract.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Final Data Conversion, if applicable																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide final data extract			C		I						I	A	C	I	I	I	I	R		
Provide final extract balancing Reports			I		I							A	C		R			I		
Convert and deliver final pass of data		A	I	I	R							I	I		I			C		
Validate final pass of data			I	C	C						I	A	C		R			C		
Load final conversion pass to Production environment			I		I						I	A	C	I	C			R		

4.6.2 Production Processing & Assistance

Tyler staff collaborates with the City during Production Cutover activities. The City transitions to Tyler software for day-to day business processing.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Production Processing & Assistance																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Production processing			C	C						I	I	A	R	R	R	R	R	R	I	I
Provide production assistance			A	R				C				I	C	C	C	C	C	C		

4.6.3 Transition to Tyler Support

Tyler project manager(s) introduce the City to the Tyler Support team, who provides the City with day-to-day assistance following Production Cutover.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Transition to Tyler Support																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop internal support plan			I								A	R	C	C	C	C		C	C	C
Conduct transfer to Support meeting	A	I	C					R				C	C	C	C	I	I	C	I	I

4.6.4 Schedule Post-Production Services, if applicable

Tyler provides post-production services if included in the Agreement. Prior to scheduling services, the Tyler project manager(s) collaborate with City project manager(s) to identify needs.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Schedule Post-Production Services, if applicable																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Identify topics for post-production services			C	C								A	R	I	C				I	
Schedule services for post-production topics		A	R	I								C	C	I	C				I	

4.6.5 Control Point 5: Production Cutover Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Phase/Project Closure Stage is dependent upon Tyler's receipt of this Stage Acceptance.

4.6.5.1 Production Cutover Stage Deliverables

- Final data conversion, if applicable
 - Objective: Ensure (in Scope) New World ERP System data is available in Tyler software in preparation for production processing.
 - Scope: Final passes of all conversions completed in this Phase.
 - Acceptance criteria: Data is available in production environment.
- Support transition documents
 - Objective: Define strategy for on-going Tyler support.
 - Scope: Define support strategy for day-to-day processing, conference call with City Project Manager(s) and Tyler support team, define roles and responsibilities, define methods for contacting support.
 - Acceptance criteria: the City receives tools to contact support and understands proper support procedures.

4.6.5.2 Production Cutover Stage Acceptance Criteria

- Final data conversion(s) delivered.
- Processing is being done in Tyler production.
- Transition to Tyler support is completed.
- Post-live services have been scheduled, if applicable.

4.7 Phase/Project Closure (Stage 6)

Project or Phase closure signifies full implementation of all products purchased and encompassed in the Phase or Project. The City moves into the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Support).

4.7.1 Close Phase/Project

The City and Tyler project manager(s) review the list of outstanding Project activities and develop a plan to address them. The Tyler project manager(s) review the Project budget and status of each contract Deliverable with the City project manager(s) prior to closing the Phase or Project.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 6	Close Phase/Project																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review outstanding Project activities and develop action plan		A	R	C								C	C	I	C	I		C		
Review Project budget and status of contract Deliverables		A	R							I	I	C								

4.7.2 Control Point 6: Phase/Project Closure Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. This is the final acceptance for the Phase/Project.

4.7.2.1 Phase/Project Closure Stage Deliverables

- Phase/Project reconciliation report
 - Objective: Provide comparison of contract Scope and Project budget.
 - Scope: Contract Scope versus actual, analysis of services provided and remaining budget, identify any necessary Change Requests or Project activity.
 - Acceptance criteria: Acceptance of services and budget analysis and plan for changes, if needed.

4.7.2.2 Phase/Project Closure Stage Acceptance Criteria

- Outstanding Phase or Project activities have been documented and assigned.
- Phase/final Project budget has been reconciled.
- Tyler Deliverables for the Phase/Project are complete.

5 Roles and Responsibilities

5.1 Tyler Roles and Responsibilities

Tyler assigns project manager(s) prior to the start of each Phase of the Project. The project manager(s) assign additional Tyler resources as the schedule develops and as needs arise. One person may fill multiple project roles.

5.1.1 Tyler Executive Management

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying the City's overall organizational strategy.
- Authorizes required project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Offers additional support to the project team and is able to work with other Tyler department managers in order to escalate and facilitate implementation project tasks and decisions.
- Acts as the counterpart to the City's executive sponsor.

5.1.2 Tyler Implementation Management

- Acts as the counterpart to the City steering committee.
- Assigns initial Tyler project personnel.
- Works to resolve all decisions and/or issues not resolved at the Project Management level as part of the escalation process.
- Attends City steering committee meetings as necessary.
- Provides support for the project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.

5.1.3 Tyler Project Manager

The Tyler project manager(s) provides oversight of the Project, coordination of resources between departments, management of the project budget and schedule, effective risk and issue management, and is the primary point of contact for all Project related items.

- Contract Management
 - Validates contract compliance throughout the Project.
 - Ensures Deliverables meet contract requirements.
 - Acts as primary point of contact for all contract and invoicing questions.
 - Prepares and presents contract milestone sign-offs for acceptance by City project manager(s).
 - Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.
- Planning

- Update and deliver Implementation Management Plan.
- Defines project tasks and resource requirements.
- Develops initial project schedule and full scale Project Plan.
- Collaborates with City project manager(s) to plan and schedule project timelines to achieve on-time implementation.
- Implementation Management
 - Tightly manages Scope and budget of Project; establishes process and approval matrix with the City to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
 - Establishes and manages a schedule and resource plan that properly supports the Project Plan that is also in balance with Scope/budget.
 - Establishes risk/issue tracking/reporting process between the City and Tyler and takes all necessary steps to proactively mitigate these items or communicates with transparency to the City any items that may impact the outcomes of the Project.
 - Collaborates with the City's project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
 - Sets a routine communication plan that will aide all project team members, of both the City and Tyler, in understanding the goals, objectives, current status and health of the project.
- Team Management
 - Acts as liaison between project team and Tyler manager(s).
 - Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
 - Provides direction and support to project team.
 - Builds partnerships among the various stakeholders, negotiating authority to move the Project forward.
 - Manages the appropriate assignment and timely completion of tasks as defined in the Project Plan, task list, and Production Cutover Checklist.
 - Assesses team performance and adjusts as necessary.
 - Interfaces closely with Tyler developers to coordinate program Modification activities.
 - Coordinates with in Scope 3rd party providers to align activities with ongoing project tasks.

5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Performs problem solving and troubleshooting.
- Follows up on issues identified during sessions.
- Documents activities for on site services performed by Tyler.
- Provides conversion Validation and error resolution assistance.
- Recommends guidance for testing Forms and Reports.
- Tests software functionality with the City following configuration.
- Assists during Production Cutover process and provides production support until the City transitions to Tyler Support.
- Provides product related education.

- Effectively facilitates training sessions and discussions with City and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- Conducts training (configuration, process, conversion Validation) for Power Users and the City's designated trainers for End Users.
- Clearly documents homework tasks with specific due dates and owners, supporting and reconciling with the final Project Plan.
- Keeps Tyler project manager(s) proactively apprised of any and all issues which may result in the need for additional training, change in schedule, change in process decisions, or which have the potential to adversely impact the success of the Project prior to taking action.

5.1.5 Tyler Sales

- Provide sales background information to Implementation during Project initiation.
- Support Sales transition to Implementation.
- Provide historical information, as needed, throughout implementation.

5.1.6 Tyler Software Support

- Manages incoming client issues via phone, email, and online customer incident portal.
- Documents and prioritizes issues in Tyler's Customer Relationship Management (CRM) system.
- Provides issue analysis and general product guidance.
- Tracks issues and tickets to timely and effective resolution.
- Identifies options for resolving reported issues.
- Reports and escalates defects to Tyler Development.
- Communicates with the City on the status and resolution of reported issues.

5.1.7 Tyler Disaster Recovery Support

- Conduct and monitor nightly backups of City databases at hosting facility, transfer nightly backups to Tyler's data center.
- Provides services to host Application in the event of a disaster.
- Provides 24 hour RPO – Recover Point Objective.
- Provides emergency response within 2 business hours
- Ensure Tyler Application availability within 8 business hours.
- Provide one annual disaster planning walkthrough.

5.1.8 Tyler Systems Management Services

- Manages incoming City issues via phone, email, online customer incident portal, and from Software Support.
- Provides system support including remote support of City systems, operating systems, network and local printing, and SQL assistance for the systems and platform directly attributable to the Tyler Applications.
- Tracks issues and tickets to timely and effective resolution.
- Determine root cause and provide solutions or provide direction/escalation to Tyler Development.
- Consult on pre-sales in regards to system requirements.

- Troubleshoot server and workstation issues.
- Migrate Tyler Applications and databases to new hardware.
- Maintain systems and provide Database and Server Administration.
- Provide proactive monitoring of Tyler Application/DB server(s).
- Perform server transfers, database analysis, file system cleanup, and backup verification.
- Assists with database refreshes, LDAP synchronization, and loading releases.

5.2 City Roles and Responsibilities

City resources will be assigned prior to the start of each Phase of the project. One person may be assigned to multiple project roles.

5.2.1 City Executive Sponsor

- Provides clear direction for the Project and how the Project applies to the organization's overall strategy.
- Champions the Project at the executive level to secure buy-in.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the City steering committee level as part of the escalation process.
- Actively participates in organizational change communications.

5.2.2 City Steering Committee

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Provides management support for the project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
 - Cost
 - Scope
 - Schedule
 - Project Goals
 - City Policies

5.2.3 City Project Manager

The City shall assign project manager(s) prior to the start of this Project with overall responsibility and authority to make decisions related to project Scope, scheduling, and task assignment, and communicates decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When the City project manager(s) do not have the knowledge or authority to make decisions, he or she engages the

correct resources from City to participate in discussions and make decisions in a timely fashion to avoid Project delays.

- Contract Management
 - Validates contract compliance throughout the Project.
 - Ensures invoicing and Deliverables meet contract requirements.
 - Acts as primary point of contact for all contract and invoicing questions.
 - Signs off on contract milestone acknowledgment documents.
 - Collaborates on and approves Change Requests, if needed, to ensure proper Scope and budgetary compliance.
- Planning
 - Review and acknowledge Implementation Management Plan.
 - Defines project tasks and resource requirements for City project team.
 - Collaborates in the development and approval of the initial Project Plan and Project Plan.
 - Collaborates with Tyler project manager(s) to plan and schedule Project timelines to achieve on-time implementation.
- Implementation Management
 - Tightly manages Project budget and Scope and collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
 - Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the Project Plan, as a whole, that is also in balance with Scope/budget.
 - Collaborates with Tyler Project manager(s) to establishes risk/issue tracking/reporting process between the City and Tyler and takes all necessary steps to proactively mitigate these items or communicates with transparency to Tyler any items that may impact the outcomes of the Project.
 - Collaborates with Tyler Project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the Project.
 - Routinely communicates with both City staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the Project by all team members.
- Team Management
 - Acts as liaison between project team and stakeholders.
 - Identifies and coordinates all City resources across all modules, Phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.
 - Provides direction and support to project team.
 - Builds partnerships among the various stakeholders, negotiating authority to move the Project forward.
 - Manages the appropriate assignment and timely completion of tasks as defined in the Project Plan, task list, and Production Cutover Checklist.
 - Assesses team performance and takes corrective action, if needed.

- Provides guidance to City technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution.
- Coordinates in Scope 3rd party providers to align activities with ongoing Project tasks.

5.2.4 City Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Attends and contributes business process expertise for current/future state analysis sessions.
- Identifies and includes additional subject matter experts to participate in Current/Future State Analysis sessions.
- Provides business process change support during Power User and End User training.
- Completes performance tracking review with client project team on End User competency on trained topics.
- Provides Power and End Users with dedicated time to complete required homework tasks.
- Act as an ambassador/champion of change for the new process.
- Identifies and communicates any additional training needs or scheduling conflicts to City project manager.
- Prepares and Validates Forms.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
 - Task completion
 - Stakeholder Presentation
 - Implementation Management Plan development
 - Schedule development
 - Maintenance and monitoring of risk register
 - Escalation of issues
 - Communication with Tyler project team
 - Coordination of City resources
 - Attendance at scheduled sessions
 - Change Management activities
 - Modification specification, demonstrations, testing and approval assistance
 - Conversion Analysis and Verification Assistance
 - Decentralized End User Training
 - Process Testing
 - User Acceptance Testing

5.2.5 City Power Users

- Participate in Project activities as required by the project team and project manager(s).
- Provide subject matter expertise on City business processes and requirements.
- Act as subject matter experts and attend current/future state and validation sessions as needed.
- Attend all scheduled training sessions.
- Participate in all required post-training processes as needed throughout Project.
- Participate in Conversion Validation.
- Test all Application configuration to ensure it satisfies business process requirements.

- Become Application experts.
- Participate in User Acceptance Testing.
- Adopt and support changed procedures.
- Complete all Deliverables by the due dates defined in the Project Plan.
- Demonstrate competency with Tyler products processing prior to Production Cutover.
- Provide knowledge transfer to City staff during and after implementation.

5.2.6 City End Users

- Attend all scheduled training sessions.
- Become proficient in Application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all Deliverables by the due dates defined in the Project Plan.
- Utilize software to perform job functions at and beyond Production Cutover.

5.2.7 City Technical Support

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Extracts and transmits conversion data and control reports from City's New World ERP System per the conversion schedule set forth in the Project Plan.
- Coordinates and adds new users and printers and other Peripherals as needed.
- Validates all users understand log-on process and have necessary permission for all training sessions.
- Coordinates Interface development for City third party Data Exchanges.
- Develops or assists in creating Reports as needed.
- Ensures onsite system hardware meets specifications provided by Tyler.
- Assists with software Installation as needed.

5.2.8 City Upgrade Coordinator

- Becomes familiar with the Software Upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler Community to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage the City's Software Upgrade process.
- Assists with the Software Upgrade process during implementation.
- Manages Software Upgrade activities post-implementation.
- Manages Software Upgrade plan activities.
- Coordinates Software Upgrade plan activities with City and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder sign-offs to upgrade production environment.

5.2.9 City Project Toolset Coordinator

- Ensures users have appropriate access to Tyler project toolsets such as Tyler University, Tyler Community, Tyler Product Knowledgebase, SharePoint, etc.

- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

5.2.10 City Change Management Lead

- Validates users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.

6 Munis Conversion Summary

6.1 Accounting COA

- Chart of Accounts segments, objects, character codes, project codes (if applicable), organization codes (if applicable), control accounts budget rollups, fund attributes, due to/due from accounts
- Requires the use of a Tyler provided spreadsheet for design and entry of the data to be converted

6.2 Accounting - Actuals

- Summary account balances
- Up to 3 years

6.3 Accounting - Budgets

- Original budget, budget adjustments, revised budget summaries for accounts
- Up to 3 years

6.4 Accounts Payable Master

- Vendor Master file including names, addresses, SSN/FID, contacts, phone numbers
- Multiple remittance addresses
- Year-to-date 1099 amounts

6.5 Accounts Payable - Checks

- Check header data including vendor, warrant, check number, check date, overall check amount, GL cash account and clearing information
- Check detail data including related document and invoice numbers for each check

6.6 Accounts Payable - Invoices

- Invoice header data containing general information for the invoice
- Invoice detail data containing line-specific information for the invoice

6.7 Capital Assets Master

- Asset description, status, acquisition quantity, date and amount, codes for asset class, subclass, department, custodian, flags for capitalization and depreciation, estimated life, serial number, model, model year, depreciation method, life-to-date depreciation amount, last depreciation date, disposal information (if any), purchase information, if any (vendor, PO, Invoice)

6.8 Capital Assets - History

- Transaction history data for acquisitions, disposals, transfers, etc.

6.9 General Billing CID

- Customer information

6.10 General Billing – Recurring Invoices

- General Billing Invoices that are sent on a regular basis
- Header records with general information about the invoice
- Detail records with line-specific information

6.11 General Billing – Bills

- Unlimited history of open and closed invoices
- General Ledger information so open invoices can be processed in Munis

6.12 Project Grant Accounting

- Segments, account strings and fund string allocation table
- Requires the use of a Tyler provided (Chart of Accounts) spreadsheet for design and entry of the data to be converted

6.13 Project Grant Accounting - Actuals

- Summary project ledger string balances
- Up to 3 years

6.14 Project Grant Accounting – Budget

- Original project ledger budget amounts
- Up to 3 years

6.15 Purchase Orders

- Open purchase orders header data including vendor, buyer, date, accounting information, etc.
- Open purchase orders detail data including line item descriptions, quantities, amounts, etc.

6.16 Payroll

- Payroll Employee Master data including data such as name, address, SSN, New World ERP employee ID, date of birth, hire date, activity status (such as active/inactive), leave/termination code and date, phone(s), e-address, marital status, gender, race, personnel

status (such as full-time, part-time, etc.), highest degree, advice-delivery (print/email/both) and check location, plus primary group, job, location, and account information

6.17 Payroll - Deductions

- Employee Deductions - including employee ID, deduction codes, tax information, and direct deposit information

6.18 Payroll – Accrual Balances

- Employee Accrual Balances including Vacation, Holiday, and other Leave balances
- Start of year balance, earned to date, used to date

6.19 Payroll – Accumulators

- YTD, QTD, MTD amounts for employee pay and deductions
- Needed for mid-calendar-year go-live
- May not be needed if converting earnings/deductions history

6.20 Payroll – Check History

- Up to 5 years, additional years must be quoted. We convert amounts for earnings and deductions in employee check history, check number and date.

6.21 Payroll – Earning/Deduction Hist.

- Up to 5 years, additional years must be quoted. Earning and deduction history broken down my individual codes (earnings and deduction) and amounts per pay period, the detail of these lines, sums the check history in opt 4.

6.22 Payroll – PM Action History

- A variety of Personnel actions, such as job or salary changes and dates these events occurred.

6.23 Payroll – Position Control

- Position, description, status, job code, bargaining group, location, number of employees allowed for each, FTE percentage, GL account, and max/min grade and step

6.24 Payroll – State Retirement Tables

- Specific state-required data, plus related service years information, when appropriate
- Needed for some states

6.25 Payroll – Certifications

- Certification area and certification type codes, certification number and effective date, expiration date, and required-by date, codes for certification level and subjects

6.26 Payroll – Education

- Codes, for institution, type of degree, and area(s) of study

6.27 Utility Billing

- Account Master data including previous and current customer owner information- address info, phone, fax, SSN number, FID number, account status, parcel number, location street, apartment, city, state, zip, book number, read sequence, account start and end date, EFT bank information

6.28 Utility Billing –Services

- Service data for each account including service codes, status, type, factor, condo units, bill cycle codes, budget information, winter usage, meter readings(current and previous), meter usage (current and previous), sales tax information

6.29 Utility Billing –Consumption History

- History of meter readings, usage, read dates, usage days, bill amounts, bill dates, read codes

6.30 Utility Billing –Balance Forward AR

- Total balance due on the account, or by charge code
- If late penalties will be applied in Munis after the conversion, balance forward amounts must be converted by charge code

6.31 Utility Billing –Service Orders

- Service Orders data associated with accounts, including meter repairs, checks for leaky meter, reread a meter due to high reading

7 Glossary

Word or Term	Definition
Application	A computer program designed to perform a group of coordinated functions, tasks or activities for the benefit of the user.
Change Control	A systematic approach for managing change governing how Change Requests will be received, assessed and acted on.
Change Management	An approach for ensuring that changes are thoroughly and smoothly implemented and that the lasting benefits of change are achieved. The focus is on the global impact of change with an intense focus on people and how individuals and teams move from the current situation to the new one.
Change Request	A form used as part of the Change Control process whereby changes in the Scope of work, timeline, resources, and/or budget are revised and agreed upon by participating parties.
Consumables	Items that are used on a recurring basis, usually by Peripherals. Examples: paper stock or scanner cleaning kits.
Control Point	Occurring at the end of each Stage, the Control Point serves as a formal client review point. Project progress cannot continue until the client acknowledges the agreed upon Deliverables of the Stage have been met or agree on an action plan to make the Deliverable acceptable and move to next Stage while executing final steps of current Stage.
Cutover	The point when a client begins using Tyler software in production.
Data Exchange	A term used to reference Imports and Exports, and Interfaces which allow data to be exchanged between an external system and Tyler software.
Data Mapping	The process of mapping fields from the New World ERP System to the appropriate location in the new system from one or more sources.
Deliverable	A tangible or intangible object/document produced as a result of the Project that is intended to be delivered to a client (either internal or external) or vendor at a specific time.
End User	The person for whom the software is designed to use on a day-to-day basis.
Forms	A document which is typically printed on a template background and only captures data for one record per page. Forms are provided to entity customers whether internal (employees) or external (citizens).
Imports and Exports	A process within the system that a user is expected to run to consume (Import) or produce (Export) a specifically defined file format/layout.
Interface	A real-time or automated exchange of data between two systems.

Install	References the initial installation of software files on client services and preparing the software for use during configuration. The version currently available for general release will always be used during the initial install.
New World ERP System	The system from which a client is converting.
Modification	Modification of software program package to provide individual client requirements documented within the Scope of the Agreement.
Peripherals	An auxiliary device that connects to and works with the computer in some way. Examples: mouse, keyboard, scanner, external drive, microphone, speaker, webcam, and digital camera.
Phase	A portion of the Project in which specific set of related products are typically implemented. Phases each have an independent start, Production Cutover and closure dates but use the same Implementation Plans as other Phases within the Project. Phases may overlap or be sequential and may have the same Tyler project manager and Tyler project team or different individuals assigned.
Power User	An experienced client person or group who is (are) an expert(s) in the client business processes, as well as knowledgeable in the requirements and acceptance criteria.
Project	The Project includes all implementation activity from Plan & Initiate to Closure for all products, Applications and functionality included in a single Agreement. The Project may be broken down into multiple Phases.
Project Plan	The Project Plan serves as the master blueprint for the Project. As developed, the Project schedule will become a part of the Project Plan and outline specific details regarding tasks included in the Project Plan.
Project Planning Meeting	Occurs during the Plan & Initiate Stage to coordinate with the Client project manager to discuss Scope, information needed for project scheduling and resources.
Questionnaire	A document containing a list of questions to be answered by the client for the purpose of gathering information needed by Tyler to complete the implementation.
RACI	A chart describing level of participation by various roles in completing tasks or Deliverables for a Project or process. Also known as a responsibility assignment matrix (RAM) or linear responsibility chart (LRC).
Reports	Formatted to return information related to multiple records in a structured format. Information is typically presented in both detail and summary form for a user to consume.
Scope	Products and services that are included in the Agreement.

Software Upgrade	References the act of updating software files to a newer software release.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project and requires acknowledgement before continuing to the next Stage. Some tasks in the next Stage may begin before the prior Stage is complete.
Stakeholder Presentation	Representatives of the Tyler implementation team will meet with key client representatives to present high level Project expectations and outline how Tyler and the Client can successfully partner to create an environment for a successful implementation.
Standard	Included in the base software (out of the box) package.
Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining Project -specific activities and Deliverables Tyler will provide to the client.
Test Plan	Describes the testing process. Includes “Test Cases” to guide the users through the testing process. Test cases are meant to be a baseline for core processes; the client is expected to supplement with client specific scenarios and processes.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.



Exhibit F Hosting Services

Tyler Hosting Services (also referred to as SaaS Services) for the Tyler Software will be provided subject to the following terms and conditions.

SECTION A – DEFINITIONS

- **“Data”** means your data necessary to utilize the Tyler Software.
- **“Data Storage Capacity”** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **“Defined Users”** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary.
- **“Hosting Fees”** means the fees for the SaaS Services identified in the Investment Summary. Hosting Fees may also be referred to as SaaS Fees.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services may also be referred to as Hosting Services. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the Service Level Agreement. A copy of our current SLA is attached hereto as Schedule 1.

SECTION B – SAAS SERVICES APPLICABLE TO TYLER SOFTWARE

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Exhibit C of the Agreement. The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(1). We will make any such software available to you for download.
2. Hosting Fees. You agree to pay us the annual Hosting Fees. Those amounts are payable as set forth in Section D below and in accordance with our Invoicing and Payment Policy. The Hosting Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add

additional users or additional data storage capacity on the terms set forth in Section I(1) of the Agreement. In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).

3. Ownership.

3.1. We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement.

3.2. The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

3.3. You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.

4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

5. SaaS Services.

5.1. Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information.

5.2. You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.

5.3. Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of your Data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, we will use best commercial efforts to restore all the Data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any Data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your Data may be lost, measured in relation to a disaster we declare, said declaration will not be unreasonably withheld.

- 5.4. In the event we declare a disaster, our Recovery Time Objective (“RTO”) is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored.
- 5.5. We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 5.6. We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 5.7. We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 5.8. We provide secure Data transmission paths between each of your workstations and our servers.
- 5.9. Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
- 5.10. Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C – SAAS TERM AND TERMINATION of SAAS SERVICES

1. Term. The term for Tyler SaaS Services will commence on the Effective Date and will remain in effect for one (1) year. Thereafter, the term will renew automatically for additional one (1) year terms at our then-current Hosting Fees unless terminated in writing by either party at least sixty (60)

days prior to the end of the then-current term. Your right to access or use the SaaS Services will terminate at the end of the term for SaaS Services.

2. Failure to Pay Hosting Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of the Hosting Fees. If you fail to timely pay the Hosting Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
3. Return of Data Upon Termination. In the event of termination or nonrenewal of the SaaS Services, Tyler shall, upon Client request, provide to Client a copy of the Client SQL database then residing in Tyler's hosted environment.

SECTION D – PAYMENT OF HOSTING FEES

1. Hosting Fees. Hosting Fees are waived through one (1) year from the Effective Date. Subsequent annual Hosting Fees are invoiced annually in advance of each anniversary thereof. Your fees for each subsequent year will be set at our then-current rates. On the one (1) year anniversary of the Effective Date, Client shall no longer be required to pay annual subscription fees for its licensed New World Systems software modules.



Exhibit F
Schedule 1
SERVICE LEVEL AGREEMENT

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Attainment: The percentage of time the Tyler Software is available during a calendar quarter, with percentages rounded to the nearest whole number.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during which the Tyler Software is not available for your use. Downtime does not include those instances in which only a Defect is present.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

III. Service Availability

The Service Availability of the Tyler Software is intended to be 24/7/365. We set Service Availability goals and measures whether we have met those goals by tracking Attainment.

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support incident number.

You must document, in writing, all Downtime that you have experienced during a calendar quarter. You must deliver such documentation to us within 30 days of a quarter's end.

The documentation you provide must evidence the Downtime clearly and convincingly. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of a Client Error

Incident or Force Majeure). We will also work with you to resume normal operations.

Upon timely receipt of your Downtime report, we will compare that report to our own outage logs and support tickets to confirm that Downtime for which we were responsible indeed occurred.

We will respond to your Downtime report within 30 day(s) of receipt. To the extent we have confirmed Downtime for which we are responsible, we will provide you with the relief set forth below.

c. Client Relief

When a Service Availability goal is not met due to confirmed Downtime, we will provide you with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA per quarter will not exceed 5% of one quarter of the then-current SaaS Fee. The total credits confirmed by us in one or more quarters of a billing cycle will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Every quarter, we will compare confirmed Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following Client relief will apply, on a quarterly basis:

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99%	Remedial action will be taken.
100%	95-97%	4% credit of fee for affected calendar quarter will be posted to next billing cycle
100%	<95%	5% credit of fee for affected calendar quarter will be posted to next billing cycle

You may request a report from us that documents the preceding quarter’s Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued.

IV. Applicability

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

We perform maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

V. Force Majeure

You will not hold us responsible for not meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, we will file with you a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting our request for relief pursuant to this Section. You will not unreasonably withhold its acceptance of such a request.



Item: Management, Staffing and Supportive Services Agreement with the Great Falls Housing Authority

From: Great Falls Housing Authority

Initiated By: Great Falls Housing Authority

Presented By: Greg Sukut, Housing Authority Executive Director

Action Requested: Approve Management and Staff Agreement

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/deny) the Agreement for Professional Management, Staffing and Supportive Services with the Great Falls Housing Authority for a three-year term effective July 20, 2019.”

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

Staff Recommendation Staff recommends that the City Commission approve the Management and Staff Agreement with the Great Falls Housing Authority.

Background: In 1978, the Great Falls Housing Authority requested management services be provided by the City of Great Falls. The original agreement to provide all staff, as well as management services, to the Great Falls Housing Authority was approved in the early 1980’s. Subsequent versions of the agreement were approved in 1990, 1999, and 2007. The agreement approved in 2007 allowed for the City to charge internal service charges for human resource and payroll services and allows for other mutually desired services. This agreement specified a three-year term in lieu of automatic renewals. The auditor hired by the Great Falls Housing Authority recommended that the agreement be for a three-year period so both parties would have the opportunity to review the agreement.

The most recent agreement between the City and the Housing Authority was entered into in 2016, and is set to expire this year under its terms.

Purpose: This agreement with the Great Falls Housing Authority provides for continuing operation and management of the Housing Authority by the City of Great Falls. The proposed agreement continues the management fee at twenty-five percent (25%) of the personnel cost of the City staff person assigned to serve as Executive Director to the GFHA, currently Greg Sukut. The management

fee covers costs to manage the Housing Authority and other services supplied by other departments without direct or indirect charge (i.e.: City Manager, and Legal). The personnel cost of the staff members assigned to serve the GFHA would continue to be reimbursed monthly to the City by the Authority. Other charges for services are outlined in the agreement.

Concurrences: The City Manager, Housing Authority Executive Director, and Housing Authority Board all concur with the Management and Staff Agreement.

Fiscal Impact: None anticipated.

Alternatives: The City Commission could vote to deny the Management and Staff Agreement.

Attachments/Exhibits: Agreement



1500 Chowen Springs Loop
Great Falls, MT 59405-2564
Office: 406-453-4311
Fax: 406-727-5566
TDD: 406-453-6327
e-mail: gfa@gfhousing.org
Website: www.gfhousing.org

AGREEMENT

This Agreement made and entered into this ____ day of _____, 2019, by and between the GREAT FALLS HOUSING AUTHORITY BOARD OF COMMISSIONERS, (hereinafter called the "Housing Authority") and the CITY COMMISSION OF THE CITY OF GREAT FALLS, (hereinafter called the "City").

WHEREAS, the Housing Authority desires to continue to contract with the City for professional management, staffing and supportive services; and

WHEREAS, the City agrees to provide professional management, adequate staff, and supportive services to the Housing Authority.

NOW, THEREFORE, the parties hereto mutually covenant and agree as follows:

I. HOUSING AUTHORITY POWERS

The Great Falls Housing Authority shall retain all authorities, powers, and duties which it possesses at the time of execution of this agreement. The Housing Authority will act in accordance with existing Montana statutes, City ordinances, Great Falls Housing Authority Bylaws, and other such documents, including the power to make and execute contracts and other instruments necessary and convenient to exercise the powers of the Authority as stated in MCA §7-15-4451.

II. CITY POWERS/RESPONSIBILITIES

The City herein agrees to exert best efforts faithfully and diligently to provide for management, maintenance, and operation of the projects owned by the Housing Authority, pursuant to the provisions of the Montana Landlord Tenant Act, and the United States Housing Act, the stated purpose of which is to provide decent, safe, and sanitary housing for families of low income.



Executive Director

The City Manager, in agreement with the Housing Authority Board of Commissioners, shall appoint the Executive Director whose duties will be as provided under the statutes of the State of Montana. The Executive Director is responsible for providing staff and management to the Housing Authority, in a manner satisfactory to the Housing Authority and the U.S. Department of Housing and Urban Development.

Personnel Services

The City will provide the staffing and support services required by the Housing Authority and the Department of Housing and Urban Development including, but not limited to, the development and maintenance of a budget and other reports and records of operations; the supervision of the certification of tenant eligibility and the annual re-examination of income; responsibility for leasing and prompt rental of units; collection of rents, security deposits, and other charges; evictions; procurement; routine maintenance; tenant services; personnel management; labor relations, comprehensive grant administration, routine legal services, and the management of all future housing developments.

The City will abide by all instructions relative to the management, rental, and maintenance of the Housing Authority projects issued by the Housing Authority, and adhere to all operating policies that have been, or may be, adopted and promulgated by the Housing Authority.

III. CONSIDERATION

Management Fee

For executive management services rendered in accordance with this Agreement, the Housing Authority shall pay the City an amount monthly based on 25 percent of the personnel budget for the Executive Director assigned to the Housing Authority. This amount shall be known as the Management Fee. The

Management fee shall include compensation for executive management service as well as support services provided to departments of the City without indirect or direct charge. Such services could include legal services and review of financial reports prepared by staff located at the Housing Authority.

Staff Services

The Housing Authority shall reimburse the City for all personnel costs (salary and fringes) for staff assigned to the Housing Authority. These amounts will be adjusted, subject to normal increments, for City employees. These costs and any other payment to the City, authorized by this agreement, shall be considered to be an operating expense of the Housing Authority Projects.

Support Services

The Housing Authority shall reimburse the City for providing Human Resource and Payroll services under the same internal service charge structure, as is afforded other City departments. If the Housing Authority determines it may become beneficial to receive Information Technology services from the City, an internal service charge would be established, based on the same methodology as other City departments. The Housing Authority may also purchase gasoline and automotive services from the City, under the same methodology afforded other City departments.

IV. CHANGE IN LEVEL OF SERVICES

In the event of a change in level of services related to the Housing Authority, the City Manager or Executive Director shall first obtain the consent of the Housing Authority prior to enacting changes.

V. ADDITIONAL DUTIES

In addition to responsibilities for providing low income housing, the Housing Authority will act as an advisory body to the City Commission in all areas of Housing including, but not limited to the following:

- A. Housing Policy and Goals,
- B. Future Development of Assisted Housing,
- C. Other Federal Housing Programs, and
- D. When requested by the City Commission, the Housing Authority will serve as the loan review committee for the Housing Rehabilitation Loan Programs.

VI. HOUSING STAFF COMPENSATION

As provided for in Section III above, employees shall be governed by City Personnel Programs, Practices, and Procedures. The employees are City employees with all rights, benefits and responsibilities of other City employees. Employees shall be compensated as determined by the City and any applicable collective bargaining agreement.

VII. HOUSING BOARD PROPERTY

All equipment, furniture, files, records, library publication, maps, real estate, etc., which are Housing Authority property shall remain the property of the Housing Authority. Any disposal, change in ownership, or condition of said above-described items shall require Housing Authority action.

VIII. CONTRACTS AND OBLIGATIONS

This agreement shall not abrogate or prejudice any contract or obligation of the Housing Authority with other parties, and sufficient staff shall be provided to service such contracts and obligations.

IX. LAWS AND REGULATIONS

The Housing Authority shall fully comply with all applicable state and federal laws, regulations and municipal ordinances.

X. NON-DISCRIMINATION

All Housing Authority activities, business practices and contracting will be on the basis of merit and qualification and not on the basis of race, color, religion, political ideas, sex, age, marital status, physical or mental disability, national origin, or other class protected by state and/or federal law.

XI. INDEMNIFICATION

To the fullest extent permitted by law, the Housing Authority shall fully indemnify, defend, and save City, its agents, representatives, employees, and officers harmless from and against any and all claims, actions, costs, fees, losses, liabilities or damages of whatever kind or nature arising from or related to the Housing Authority's acts or omissions or work of any subcontractor for or supplier to the Housing Authority.

XII. TERM

This agreement shall continue for a term of three years, unless terminated in accordance with the provisions below.

XIII. TERMINATION

Either party to this agreement may elect to cancel or terminate this contract by giving the other party not less than sixty (60) days written notice of the decision to so terminate this contract. In the event the City elects to cancel this agreement, the City agrees to continue to provide services until staff and management are replaced by the Housing Authority.

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CITY OF GREAT FALLS, MONTANA

Bob Kelly, Mayor

Greg Doyon, City Manager

ATTEST:

Lisa Kunz, City Clerk

APPROVED FOR LEGAL CONTENT*:

Sara R. Sexe, City Attorney

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

GREAT FALLS HOUSING AUTHORITY

[Redacted Signature]

Ryan Hart, Acting Chairperson

ATTEST:

[Redacted Signature]

Greg Sukut, Secretary



Item: One 2018 Street Sweeper.
From: Doug Alm, Vehicle Maintenance Manager
Initiated By: Public Works Department
Presented By: Jim Rearden, Public Works Director
Action Requested: Approve Purchase

Suggested Motion

1. Commissioner moves:

“I move that the City Commission (approve/reject) the purchase of one 2018 Elgin Pelican street sweeper from Titan Machinery of Great Falls through Sourcewell, formerly known as NJPA, for \$189,062.85.”

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

Staff Recommendation: Staff recommends that the City Commission approve the purchase of one 2018 Elgin Pelican street sweeper from Titan Machinery of Great Falls for a total of \$189,062.85.

Background:

Purpose

This 3-wheel mechanical sweeper will be used in the Street Division Sweeping Program.

Evaluation and Selection Process

The City of Great Falls has a membership with Sourcewell to view their competitive bid contracts. As a Sourcewell member, the City of Great Falls can interact directly with awarded vendors to facilitate a purchase. This also allows the City of Great Falls to work with the Sourcewell contract manager to verify pricing, answer contract questions, or any other questions that may arise.

Conclusion

The bid specifications from Sourcewell meet specifications for the street sweeper.

Fiscal Impact:

This 2018 sweeper is a demonstrator unit with 243 hours and 983 miles on it. Compared to the price of a 2019 sweeper at \$216,000, this is a savings of \$26,937.15. This unit will replace the City’s 2007 Elgin Pelican sweeper, VIN # P5022D, 4,472 hours, Unit #839, which will be declared surplus at a later date.

Alternatives: The City Commission could vote to reject the purchase of one 2018 street sweeper.

Attachments/Exhibits:

Sourcewell Acceptance & Award Forms C, D, & E – Elgin Sweeper Company (subsidiary of Federal Signal Corporation – Contract)

Titan Machinery Quote

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**



Company Name: Federal Signal Corp. (Elgin sweeper Co. and Vactor Manufacturing)

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
		None	

Proposer's Signature:



Date: Dec. 15, 2017

NJPA's clarification on exceptions listed above:

Review and Approved:



2/6/18

NJPA Legal Department

FORM D



Formal Offering of Proposal

(To be completed only by the Proposer)

SEWER VACUUM, HYDRO-EXCAVATION, AND STREET SWEEPER EQUIPMENT, WITH RELATED ACCESSORIES AND SUPPLIES :

In compliance with the Request for Proposal (RFP) for SEWER VACUUM, HYDRO-EXCAVATION, AND STREET SWEEPER EQUIPMENT, WITH RELATED ACCESSORIES AND SUPPLIES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: Federal Signal Corp. Date: December 15, 2017

Company Address: 1415 West 22nd Street

City: Oakbrook State: IL Zip: 60523

CAGE Code/Duns & Bradstreet Number: 045256666 Elgin # 005212303
Vactor # 095793170

Contact Person: David Panizzi Title: Business Development Manager

Authorized Signature: David Panizzi  (Name printed or typed)

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

NJPA Contract #: 122017-FSC

Proposer's full legal name: Federal Signal Corp.

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be February 20, 2018 and will expire on February 20, 2022 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:

[Redacted Signature]
NJPA DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CFO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

[Redacted Signature]
NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on February 19, 2018

NJPA Contract # 122017-FSC

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Federal Signal Corp.

Authorized Signatory's Title Business Development Manager

[Redacted Signature]
VENDOR AUTHORIZED SIGNATURE

David Panizzi
(NAME PRINTED OR TYPED)

Executed on 2/23, 2018

NJPA Contract # 122017-FSC

Customer: CITY OF GREAT FALLS
Address: 1025 25TH AVE NE
 GREAT FALLS, MT 59403-5021
County: CASCADE **PO:**
Phone: 406-455-8424

Seller: TITAN MACHINERY-GREAT FALLS
Address: 1215 38TH ST N
 GREAT FALLS, MT 59405-1004
Phone: 406-453-1405 SCOTT MANGOLD

2nd Signer:
Address:

Sales Tax Possession / Receiving Location:
MT, CASCADE, GREAT FALLS

- NOTICE TO PURCHASER**
1. Read this contract before you sign it.
 2. You are entitled to an exact and completely filled in copy of this contract when you sign it. Keep it to protect your legal rights.
 3. Purchaser acknowledges receipt of a fully completed copy of this contract and Purchaser waives notice of the acceptance or rejection of this order by the seller.
 4. The Acknowledgments and Additional Terms and Conditions are a part of this contract and are incorporated herein by reference.

Purchased Equipment Information							
Type	Qty	Product	PDI	Warranty	Tag #	Serial Number	Sales Price
New	1	ELGIN, PELICAN, SWEEPER	NO	Factory	2653132	NP41585	189,062.85
-		<i>Demo Sweeper</i>					
-							
-							
-							
-							
-							
-							
-							
-							

Trade-In Equipment Information	
I (we) offer to sell, transfer and convey the following item(s) at or prior to the time of delivery of the above product, as a "trade-in" to be applied against the cash price. Such items shall be free and clear of all security agreements, liens, and encumbrances at the time of transfer to you. The following is a description and the price allowed for each item.	
	1. Total Sales Price 189,062.85

Qty	Description of Trade In	Tag #	Serial Number	Amount

Tax Breakdown	Amount	2. Total Trade In Allowance	0.00
		3. Balance	189,062.85
		4. Total Tax (No Sales if Paying Excise Tax)	0.00
		5. Other Options, Charges, Fees	0.00
		6. Trade Payoff / Pre Barter	0.00
		7. Total Due	189,062.85
		SETTLEMENT	
		8. Cash Payment	0.00
		9. Cash Due: (Date)	0.00
		10. Retail Installment Contract	189,062.85
		11. Total Settlement	189,062.85
Total Taxes	0.00		
Other Options, Charges & Fees	Amount		
Total Other Options, Charges and Fees	0.00		

It is understood that this is the entire agreement between the parties

Customer _____ Date _____ Salesperson: _____
 doug SCOTT MANGOLD

Customer _____ Date _____ Accepted By: _____



Item: Water Meter Equipment Purchases for Fiscal Year 2020
From: Utilities Division
Initiated By: Public Works Department
Presented By: Jim Rearden, Public Works Director
Action Requested: Approve Purchases

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/deny) the purchase of water meter equipment for the 2020 Fiscal Year from Ferguson Enterprises, Inc. in an amount not to exceed \$230,000.”

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

Staff Recommendation: Approve purchases

Background:

Significant Impacts

There are approximately 22,000 water meters within the City Water Distribution System. We have replaced the majority of our smaller meters that were not compatible with our radio read system. We are now working on replacing our larger meters (2” to 8”) and installing MXUs (radio read equipment) on the remaining meters. The radio read system makes reading meters safer and more efficient. Currently, there are approximately 6,800 radio reads installed in the city.

Purpose

To approve the purchases of water meter equipment for FY 2020.

Project Work Scope

In Fiscal Year 2019, staff purchased \$232,000 worth of radio read equipment, new meters, meter parts and installation equipment from Ferguson Enterprises, Inc.

In Fiscal Year 2020, staff proposes to purchase radio read equipment, new meters, meter parts and installation equipment from Ferguson Enterprises, Inc. totaling approximately \$230,000.

Our plan for the upcoming 2 to 3 years is to replace the approximately fifty 2” and larger meters in our system that we are unable to read remotely. To read each meter, the employee must enter every property

and read the numbers off the meter. This is very time consuming for the City staff and inconvenient for the property owners. We also have approximately 15,000 MXUs to install, which will take 15 to 20 years to accomplish.

Another issue that we will be facing in the future is the EPA has changed the definition of “Lead Free” from 8.0% to .25% of lead in brass. The majority of our meters are brass, which means when we have problems (stuck, broken, etc.) with the existing meters, we cannot rebuild them. We will have to install a new .25% “Lead Free” meter or an “I-Perl” meter (composite/plastic material).

Evaluation and Selection Process

Ferguson Enterprises, Inc. is the sole source distributor for compatible parts and equipment for the City’s metering system. Due to compatibility issues with different equipment, supplies, and suppliers, staff proposes to continue to purchase equipment from Ferguson.

Fiscal Impact:

Water meter equipment and supply purchases are budgeted on a yearly basis by the Public Works Water Distribution Division.

Alternatives:

The City Commission could vote to deny purchases.



Item: Resolution 10316 Establishing Residential and Commercial Water, Sewer and Storm Drain Utility Service Rates Effective November 1, 2019

From: Melissa Kinzler, Finance Department Director

Initiated By: Public Works and Finance Department

Presented By: Jim Rearden, Public Works Director & Melissa Kinzler, Finance Director

Action Requested: Set Public Hearing

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (set/not set) a public hearing for October 1, 2019, on Resolution 10316 to establish residential and commercial water, sewer, and storm drain utility service rates effective November 1, 2019.”

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

Summary: Each year, staff reviews and analyzes the financing needs of the water, sewer, and storm drain funds. The City contracted with Advanced Engineering and Environmental Services, Inc. (AE2S) for a water and sewer utility rate study based on a comprehensive review of the City’s water and sewer funds and budgets, Water Master Plan, Wastewater Facilities Plan, customer classes, current usage data and future planned growth of the City. The study was conducted to ensure revenue adequacy, review the cost of service and rate planning analyses, evaluate current and future costs, and compared rates to the industry standards for Montana and our region. The results included the following information:

1. A comparison of current water and sewer system costs (operations, capital improvements, and bonded debt) against appropriate industry benchmarks.
2. Recommended baseline rate structures required to fund water and sewer systems and considerations for annual inflationary, indexed adjustments to rates needed to maintain each utility.
3. Recommended ways of communicating utility system costs including recommendations for restructuring utility bill format.
4. Equity for all types of property ownership including single and multi-family units, MaltEurop, Calumet, Montana Refining, Black Eagle and Malmstrom Air Force Base.

Background: Adjustments in utility rates are necessary to provide adequate revenue to finance the capital improvements program, meet debt service coverage requirements and to maintain appropriate reserves. The rate projections to meet future revenue requirements and gradually address cost of service for the various user classes have changed the way in which the proposed rates are being presented.

For Residential customers, an average water bill would increase \$.71 per month or 4%, from \$17.64 per month to \$18.35 per month. An average sewer bill would increase \$.18 per month or 1%, from \$23.72 to \$23.90 per month. An average storm drain bill would increase \$.32 per month or 5%, from \$6.28 to \$6.60 per month. The average monthly Residential utility bill would increase \$1.21 or 3%.

For Commercial customers, an average water bill would increase \$3.01 per month or 6%, from \$54.46 to \$57.47 per month. An average sewer bill would increase \$2.10 per month or 3%, from \$74.12 to \$76.22 per month. An average storm drain bill would increase \$.45 per month or 5%, from \$9.00 to \$9.45 per month. The average monthly Commercial utility bill would increase \$5.56 or 4% to adjust inequities in the Commercial user group.

The rate increase for water is due to approximately \$102.8 million in capital improvements needed over the next 10 years. The significant projects include Ongoing Watermain Replacement \$30.6M, WTP Electrical Upgrades (Phase 1 & 2) \$22.6M, North/South River Crossings \$11.5M, WTP Filter Media Replacement & Upgrade (Phase 1, 2 & 3) \$9.6M and WTP Sludge Processing Improvements \$5M. Over the next 10 years, operating expense is projected to grow from \$6.2M to \$9.8M. The projected cost escalation for key operational expenses is due to chemicals, power, labor and general inflation.

Fire hydrants are integral to the water system as a whole, and are included as a monthly charge within the rate structure rather than a once a year special assessment. Staff recommends a gradual per meter size correction strategy with differing increases applied by meter sizes to gradually correct ratios to ensure that the total revenue is in line with the cost of service. Therefore, staff recommends a 10% increase or \$.34 per month for 1” meters and a 6% increase or \$.75 per month for 2” meters.

The rate increase for sewer is due to approximately \$45.4 million in capital improvements needed over the next 10 years. The significant projects include Ongoing Sewer Rehabilitation \$11M, WWTP Westside Pump Station Improvements \$1.75M, Lift Station No. 1 Rehabilitation \$3M and Nutrient Discharge Improvements \$10M. Over the next 10 years, operating expense is projected to grow from \$5.9M to \$8.6M. The projected cost escalation for key operational expenses is due to chemicals, power, labor and general inflation.

The rate increase for storm drain is due to the approximately \$23.2 million in capital improvements needed over the next 10 years.

Fiscal Impact: Comparisons of current versus proposed charges, rate and fee structures are attached. With the proposed rates beginning November 1, 2019, the average monthly Residential utility bill would increase 3% or \$1.21 per month. The average monthly Commercial utility bill would increase 4% or \$5.56 per month.

Alternatives: The City Commission could choose to not set the public hearing and thereby deny Resolution 10316.

Concurrences: Representatives from Public Works and the Finance Department worked with AE2S to develop fair and equitable rates for all user classes based on the level of service provided. The rate

structure was reset to ensure rate increases are sufficient to achieve long term water and sewer utility funding objectives.

Attachments/Exhibits: Resolution 10316
Public Notice
Current Rates vs. Proposed Rates
2019 Utility Rate Review Calendar

RESOLUTION NO. 10316

**A RESOLUTION ESTABLISHING RESIDENTIAL AND COMMERCIAL
WATER, SEWER, AND STORM DRAIN UTILITY SERVICE RATES
EFFECTIVE NOVEMBER 1, 2019**

WHEREAS, an annual review is performed of the water and wastewater cost of service for the municipal water and wastewater utilities, and rate and fee schedules prepared to generate sufficient revenue to pay all costs for the operation and maintenance, administration, and routine functions of the existing and such future facilities as may be established within the service area;

WHEREAS, the cost of service review indicates a need for extension, repair, improvement, and continued operation and maintenance of existing and proposed water and wastewater system facilities for the providing of water and wastewater services to the inhabitants of the City of Great Falls; and

WHEREAS, pursuant to Title 13 of the Official Code of the City of Great Falls, the City of Great Falls is authorized to regulate the City's municipal water and wastewater utility and to establish all rates, fees and charges for use of the utility systems or for permits, licenses, connections or inspections; and

WHEREAS, it is essential to the public health, welfare and safety of the inhabitants of the City of Great Falls to provide an adequate public water and wastewater system and to provide adequate funding to meet the cost of constructing, maintaining, and operating the same; and

WHEREAS, notice having been provided as required by law, the City Commission of the City of Great Falls conducted a public hearing on Tuesday, October 1, 2019, at the Civic Center, 2 Park Drive South, Commission Chambers Room 206, Great Falls, Montana, at 7:00 p.m., and did consider the cost of operation, equipment, facilities, debt service, and capital improvements for the Water, Sewer, and Storm Drain Utility systems.

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

Water, Sewer, and Storm Drain Utility Service Rates are hereby established as set forth in Appendix A, attached hereto and made a part hereof.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, this 1st day of October, 2019.

Bob Kelly, Mayor

ATTEST:

Lisa Kunz, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

Joseph Cik, Assistant City Attorney

**PUBLIC NOTICE
PUBLIC HEARING ON RESOLUTION 10316
TO ESTABLISH WATER, SEWER, AND STORM DRAIN
RESIDENTIAL AND COMMERCIAL UTILITY SERVICE RATES**

The City of Great Falls is proposing to raise residential and commercial water, sewer and storm drain utility service rates, effective November 1, 2019. The increases are necessary to provide adequate revenue to finance the capital improvements program, to meet debt service coverage requirements and to maintain appropriate reserves.

Typical Residential Customers

Residential customers with a lot size of 7,500 square feet and a 3/4 " meter who use 600 cubic feet of water per month and have a winter quarter average of 600 cubic feet per month to calculate their sewer rate would see rate increases as follows:

- A water bill would increase \$.71 or 4%, from \$17.64 to \$18.35 per month;
- A sewer bill would increase \$.18 or 1%, from \$23.72 to \$23.90 per month; and
- A storm drain bill would increase \$.32 or 5%, from \$6.28 to \$6.60 per month.

The average monthly Residential utility bill would increase \$1.21 or 3%.

Typical Commercial Customers

Commercial customers with a lot size of 7,500 square feet with a 1" meter and consumption of 2,400 cubic feet of water and sewer per month would see rate increases as follows:

- A water bill would increase \$3.01 or 6%, from \$54.46 to \$57.47 per month;
- A sewer bill would increase \$2.10 or 3%, from \$74.12 to \$76.22 per month; and
- A storm drain bill would increase \$.45 or 5%, from \$9.00 to \$9.45 per month.

The average monthly Commercial utility bill would increase \$5.56 or 4%.

Public Hearing

The public hearing will be held on Tuesday, October 1, 2019, at 7:00 p.m. in the Civic Center Commission Chambers, 2 Park Drive S. Please mail any comments to City Clerk, City of Great Falls, PO Box 5021, Great Falls, MT 59403.

For further information, contact a City of Great Falls Utility Billing Clerk at (406) 727-7660 or Room 104 of the Civic Center, 8:00 am to 5:00 pm.



2019 UTILITY RATE REVIEW CALENDAR

July						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31	1-Nov	

DATE	TASK	RESPONSIBILITY
7/11/2019	STAFF DISCUSSION RE: UTILITY RATE REVIEW Public Works/Finance Department	Engineering Finance Public Works
8/26/2019	STAFF PRESENTATION TO CITY MANAGER City Manager's Office	City Manager Engineering Finance Public Works
9/3/2019	PRESENTATION OF RATE ANALYSIS City Commission Work Session	Finance Public Works Commission
9/3/2019	SET PUBLIC HEARING City Commission Meeting	Commission Finance / Public Works
9/4/2019	WEEK 2 PUBLIC NOTICE INSERTED IN UTILITY BILLS AND EMAIL SENT TO EBILL CUSTOMERS	Finance
9/8/2019	1st PUBLICATION OF NOTICE IN GF TRIBUNE	Great Falls Tribune
9/10/2019	WEEK 3 PUBLIC NOTICE INSERTED IN UTILITY BILLS AND EMAIL SENT TO EBILL CUSTOMERS	Finance
9/15/2019	2nd PUBLICATION OF NOTICE IN GF TRIBUNE	Great Falls Tribune
9/17/2019	WEEK 4 PUBLIC NOTICE INSERTED IN UTILITY BILLS AND EMAIL SENT TO EBILL CUSTOMERS	Finance
9/22/2019	3rd PUBLICATION OF NOTICE IN GF TRIBUNE	Great Falls Tribune
9/24/2019	WEEK 1 PUBLIC NOTICE INSERTED IN UTILITY BILLS AND EMAIL SENT TO EBILL CUSTOMERS	Finance
10/1/2019	PUBLIC HEARING/FINAL ACTION City Commission Meeting	Commission Finance / Public Works
11/1/2019	EFFECTIVE DATE FOR RATE INCREASES	Finance



Item: Public Hearing – Resolution 10313 to annex Tract 1 of Certificate of Survey #5142, Section 21, Township 20 North, Range 3 East, P.M.M., Cascade County, Montana and Tract 2 of Certificate of Survey #5142, Section 21, Township 20 North, Range 3 East, P.M.M., Cascade County, Montana; and Ordinance 3207 to establish AI Airport Industrial zoning.

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

Initiated By: Love’s Travel Stops and Country Stores

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

Action Requested: City Commission adopt Resolution 10313, adopt Ordinance 3207, approving the Annexation and Development Agreement, per the Findings of Fact/Basis of Decision.

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. “I move that the City Commission (adopt/deny) Resolution 10313 to annex Tract 1 and Tract 2 of Certificate of Survey #5142 and (approve/deny) the accompanying Findings of Fact/Basis of Decision and the Annexation and Development Agreement; all subject to the Conditions of approval being fulfilled by the applicant.”

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

and;

1. Commissioner moves:

II. “I move that the City Commission (adopt/deny) Ordinance 3207 establishing Airport Industrial (AI) zoning and the accompanying Findings of Fact/Basis of Decision.”

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

Staff Recommendation:

At the conclusion of a public hearing held on July 9, 2019, the Planning Advisory Board recommended the City Commission approve annexation of the subject properties subject to the conditions of approval. Additionally, the Zoning Commission recommended the City Commission approve the establishment of AI Airport Industrial zoning.

Staff recommends approval of the annexation of Tracts 1 and 2 of Certificate of Survey #5142; and establishment of AI Airport Industrial zoning.

Conditions of Approval for Annexation:

- 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. Annexation and Development Agreement.** The applicant shall abide by the terms and conditions specified in the attached Annexation and Development Agreement for the subject properties. The Annexation and Development Agreement must be signed by the applicant and recorded with the Cascade County Clerk and Recorder’s Office.

Conditions of Approval for Establishment of Zoning:

- 1. Utilities.** The extension and connection of on-site utilities for the subject properties shall be approved by the City Public Works Department.
- 2. Land Use & Zoning.** The development standards and land uses for the subject properties shall be consistent with the Official Code of the City of Great Falls (OCCGF).

Summary:

The applicant, Love’s Travel Stop and Country Stores, is requesting annexation and establishment of zoning in order to develop the subject properties to accommodate a Love’s Travel Stop and Country Store which includes a truck stop, convenience store, and possibly two fast food restaurants. The properties are legally described as Tract 1 of Certificate of Survey #5142 and Tract 2 of Certificate of Survey #5142, and consists of 2.775 acres. The two parcels to be annexed will be a part of a development that will include two additional parcels already within City limits that are owned by the Great Falls International Airport Authority.

Background:

Annexation by Petition

The lots in the subject properties are outside the City limits and are bordered to the northwest by lots that are within the City limits. The applicant is requesting annexation of the two subject lots in order to develop the proposed truck stop on all four vacant properties. The applicant requires annexation because the development of the proposed project cannot cross jurisdictional lines.

Water, sewer, and sanitary services are currently within or near the two Airport-owned parcels that are within City limits and proposed for development. Water services will not be needed for the two lots that are to be annexed. However, a public water main will need to be extended to service the large

development site. An existing sanitary service line that crosses the two Love's parcels to be annexed will be re-routed to accommodate the construction of the development.

The subject properties are bordered by City properties that are currently receiving law enforcement and fire protection services from the City of Great Falls. Providing these services to the proposed development is expected to be a manageable cost to the City, despite capacity for providing those services already being stretched.

The basis for a decision on annexation is listed in the OCCGF §17.16.7.050 of the Land Development Code. The recommendation of the Planning Advisory Board and the decision of City Commission shall at a minimum consider the criteria which are attached as Findings of Fact – Annexation.

Establishment of Zoning

The subject property to be annexed accounts for two of the four parcels to be developed for the Love's Travel Stop and Country Store project. The two subject properties to be annexed are proposed to have an AI Airport Industrial zoning designation assigned to them. This zoning designation was selected because it matches the zoning designation of the two parcels already within City limits that will be developed for the proposed truck stop facility. Additionally, the AI zoning matches all the Airport-owned property located to the north and west of the proposed annexation area.

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

Fiscal Impact:

The cost of any improvements will be borne by the applicant per the agreed upon terms in the attached Annexation and Development Agreement. The annexation of the property will increase the City's tax base.

Alternatives:

The City Commission could deny any portion of the applicant's request. If such action is taken, the Commission must develop alternative findings to support such a denial decision.

Concurrences:

Representatives from the City's Public Works, Legal, Fire, and Police Departments have been involved throughout the review process for this project. Any comments provided from these various departments have been incorporated into this report and the final Annexation and Development Agreement.

Attachments/Exhibits:

Annexation and Development Agreement
Certificate of Survey #5142
Resolution 10313
Resolution 10313 – Attachment A
Findings of Fact/Basis of Decision - Annexation
Ordinance 3207
Ordinance 3207 - Exhibit A
Findings of Fact – Zoning Map Amendment
Zoning Map

ANNEXATION AND DEVELOPMENT AGREEMENT

Between the City of Great Falls, the Great Falls International Airport Authority, and Love's Travel Stops & Country Stores, Inc. for the development of a Love's Travel Stop and Country Store.

The following is a binding Annexation and Development Agreement dated this _____ day of _____, 2019 (the "Agreement"), by, between and among Love's Travel Stops & Country Stores, Inc. ("Love's"), the Great Falls International Airport Authority, ("Airport"), and the City of Great Falls, Montana, a municipal corporation of the State of Montana ("City"), regarding the requirements for annexation and/or development of four tracts of land ("the Development"). The Airport Authority and Love's are collectively referred to herein as the "Owners." Two of such tracts are currently within the corporate limits of the City, are owned by the Airport and are legally described as 1) The NW ¼ and the NE ¼ of Section 21, Township 20 North, Range 3 East, Mark C, and 2) Lot 2, Section 21, Township 20, Range 3E, Airport Drive Minor Subdivision, P.M.M., Cascade County, Montana ("the Airport tracts"). Two of such tracts to be annexed into the corporate limits of the City are owned by, or will be acquired by, Love's and are legally described as 1) Tract 1 of Certificate of Survey #5142, Section 21, Township 20 North, Range 3 East ("Tract 1"); and 2) Tract 2 of Certificate of Survey #5142, Section 21, Township 20 North, Range 3 East ("Tract 2") ("Love's tracts"). The four tracts are hereinafter referred to collectively as the "Subject Properties". The plan of development is based upon Love's leasing of the Airport tracts to construct a travel stop. Except as otherwise provided in this Agreement, the Owners of the Subject Properties agree to, and are bound by, the provisions of this Agreement, and by signing this Agreement, therefore agree to terms applicable to the Subject Properties. The City is authorized to enter into this Agreement by §17.68.010-040 of the Official Code of the City of Great Falls ("OCCGF").

1. Purpose. The purpose of this Agreement is to ensure that certain improvements are made and certain conditions are fulfilled by Love's as it seeks to develop the Subject Properties, as required by the City's approval of the supporting documents. Generally, this Agreement:

1.1 Declares that Love's is aware of and has properly accounted for any natural conditions on the Subject Properties that may adversely affect the Development;

1.2 Insulates the Development from the impact of changes in the City's subdivision and zoning regulations, provided that no substantial changes in the Development are proposed;

1.3 Requires Love's to guarantee that the promised on-site improvements are made in a timely manner by providing the financial securities required by the OCCGF;

1.4 Provides for the inspection and warranty of the required on-site improvements before they are accepted for operation and maintenance by the City;

1.5 As to the Love's tracts only, waives protest and appeal by Love's and its successors against the creation of special improvement districts that would provide and maintain necessary infrastructure for the Subject Properties;

1.6 Establishes how necessary changes of final construction plans required by the Agreement may be made with the approval of the City;

1.7 Contemplates the opportunity for Love's to request reimbursements when neighboring properties that benefit from improvements made by Love's are developed;

1.8 Indemnifies the City from challenges by the Owners to its approval of the Development.

2. Duration; Conditions Precedent. The term of this Agreement begins when it is fully executed by each of the parties, including the City, and with the exceptions stated below, ends at the time the warranty required by Section 14 of this Agreement on the required improvements installed by the Owners expires and the funds securing that warranty are released.

2.1 If Work Does Not Begin. This Agreement is void if final construction plans for the Development are not submitted for approval within three years of the date of the City Manager's signature on this Agreement.

2.2 Failure to Build. Love's failure to complete on-site improvements in accordance with the final construction plans may also void this Agreement and the vested rights established by Section 8, below.

2.3 Conditions Precedent. Love's obligations under this Agreement are subject to Love's acquisition of Tract 2. In the event Love's does not acquire Tract 2 on or before July 31, 2019, Love's, at Love's option, may terminate this Agreement without liability and the Agreement in such event will be terminated as to all parties.

3. Supporting Documents. Each of the following supporting documents is to be submitted for review and approval by the City.

3.1 Construction Documents. Engineering drawings, specifications, reports and cost estimates, preliminary and final, prepared for the Subject Properties, consisting of documents for, but not limited to the public and/or private sanitary sewer, water, storm drain, and access drive improvements.

3.2 As Built Drawings. "As Built" reproducible 4 mil mylar drawings of public infrastructure, private utilities, and drainage facilities shall be supplied to the City Engineer upon completion of the construction. "As Built" electronic copies of public infrastructure, private utilities, and drainage facilities shall be supplied to the City's Environmental Division upon completion of construction.

3.3 Legal Documentation. Legal documents, including but not limited to any articles of incorporation, bylaws, covenants, and declarations establishing the authority and responsibilities of Owners, which may be recorded in the Clerk and Recorder's Office of Cascade County, Montana.

4. Changes. The Owners understand that failure of Love's to install required improvements in accordance with the final construction plans is a breach of, and may void, this Agreement. The Owners also understand that failure to build in compliance with the approved plans is a breach of this Agreement and a violation of the OCCGF, subject to the penalties provided for such violations. The City recognizes, however, that minor changes are often necessary as construction proceeds and the

Administrator (the Administrator is the person or persons charged by the City Manager with the administration of this Agreement) is hereby authorized to allow minor changes to approved plans, as provided below:

4.1 Minor Changes. Minor changes to engineering documents and such revisions to the engineering drawings as are deemed appropriate and necessary by the Administrator and which do not materially affect the hereinabove mentioned Subject Properties, can be made as follows:

4.1.1 Before making changes, Love's must submit revised plans to the Administrator for review. Failure to do this before the proposed change is made may be considered by the City to be a breach of this Agreement and a violation of the OCCGF. The Administrator shall respond to all proposed changes within ten (10) business days of receipt of the revised plans.

4.1.2 Based on a review of the revised plans, the Administrator may permit minor dimensional changes provided they do not result in a violation of the conditions of approval for the Subject Properties or the OCCGF.

4.1.3 Based on a review of the revised plans, the Administrator may permit substitutions for proposed building and construction materials provided that the proposed substitute has the same performance and, for exterior materials, appearance as the originally approved material.

4.1.4 Minor changes in the location and specifications of the required public improvements may be permitted by the Administrator. Love's must submit revised plans showing such changes to the Administrator. Revised plans are not accepted until approved by the Administrator.

4.2 Substantial Changes. Substantial changes are not permitted by this Agreement. A new public review and permitting process will be required for such changes. A "Substantial Change" versus a "Minor Change" is described as follows in order to further clarify what may be permitted as a "Minor Change":

4.2.1 A substantial change adds one or more lots; changes the approved use; changes the location or extent of the area proposed to be cleared, graded, or otherwise disturbed by more than 4,000 square feet (a smaller change in the area that will be cleared, graded, or otherwise disturbed may be treated as a minor dimensional change); changes the location, extent, or design of any required public improvement, except where a minor change is approved by the Administrator; changes the approved number of buildings, structures or units; or the size of any building or structure by more than 10%. A smaller change in the size of a lot, building, or structure may be treated as a minor dimensional change.

5. Fees. Love's understands that it is required to pay the following fees as they come due during the development process.

5.1 Recording Fees. All recording fees at the rate charged by Cascade County at the time a document or plat is submitted for recording.

5.2 Engineering Inspections. All applicable engineering fees established by Resolution 10075 of the City of Great Falls or its successors.

5.3 Permit Fees. All applicable planning and building permit fees established by Resolution of the City Commission of the City of Great Falls.

5.4 Connection and Construction Fees. Water service tapping and water and sewer service connection fees will be assessed at the times of tapping and connections. The absence of any fee from this Agreement which is lawfully charged by the City in connection with construction activity associated with the Subject Properties shall not constitute a waiver by the City.

5.5 Storm Drain Fee. Love's is responsible to pay a storm drain fee in the amount of \$250 per acre for each lot proposed for annexation. This would equal a total of **\$948.00** for storm drain fee for the Subject Properties. The total storm drain fee must be paid to the City no later than 30 days after City Commission action to annex the Subject Properties into the City.

5.6 Application Fees. In addition to the fees outlined above, application fees paid by Loves are: the \$2,000.00 application fee for zoning map amendment and the \$500.00 application fee for Annexation, which have been paid prior to execution of this Agreement.

6. Site Conditions. Loves warrants that it has conducted site investigations sufficient to be aware of all natural conditions, including, but not limited to, flooding, slopes, and soils characteristics, that may affect the installation of improvements on the site and its development for the approved use. Love's further warrants that all plans submitted pursuant to this Agreement and all applications for building permits within the Development will properly account for all such conditions. Love's holds the City harmless for natural conditions and for any faults in its own assessment of those conditions.

7. Permits. This Agreement must be approved by the City Commission and signed by the City Manager before permits for any work will be approved, including, but not limited to trenching for the installation of utilities.

8. Vested Rights. This Agreement and approval by the City create a vested right that protects the Owners from changes in the zoning and subdivision requirements of Title 17 of the OCCGF until this Agreement expires. This vested right does not exempt the Owners from compliance with other provisions of the OCCGF, including specifically those intended to prevent and remediate public nuisances, nor does it protect the Owners from changes in the City's building codes and fees, development fees, and inspection fees. This vested right does not exempt the Owners from compliance with changes to state and federal requirements. This vested right may be voided, in whole or in part, if the Owners propose substantial changes in the approved construction plans of the Properties.

9. Required Public Improvements. The public improvements required for the Development shall be installed as shown on the final construction plans that are submitted to and approved by the Engineering Department prior to Certificate of Occupancy. As an alternative, Love's may request a temporary Certificate of Occupancy and provide a financial security for said improvements as prescribed in Section 15 of this Agreement; if such a temporary Certificate of Occupancy is provided by the City, then Love's must ensure that all public improvements as shown on the final construction plans are

completed within six months after issuance of the temporary Certificate of Occupancy. The on-site improvements shall include everything required to provide water, sanitary sewer, and stormwater management, serving each lot proposed in the Development. All on-site improvements will be installed at Love's expense, unless otherwise noted in this Agreement. The improvements described in this Section 9 are referred to in this Agreement as the "required public improvements" or the "required improvements".

9.1 Water. Love's hereby agrees to install a public water main consistent with City standards and submitted plans approved by the City of Great Falls Engineering Division, including the addition of fire hydrants. The improvements shall be in accordance with City and Montana Department of Environmental Quality standards and approved plans and specifications. Any portion of water main service located outside of the public right-of-way shall be located in a minimum 20-foot wide public utility easement. The improvement is to be owned and maintained by the City upon completion.

9.2 Sanitary Sewer. Love's hereby agrees to re-route and install a public sanitary sewer main consistent with City standards and submitted plans approved by the City of Great Falls Engineering Division. The improvements shall be in accordance with City and Montana Department of Environmental Quality standards and approved plans and specifications. Any portion of sewer main service located outside of the public right-of-way shall be located in a public utility easement. The width of the easement shall be determined by the City Engineer based upon the depth of the sanitary sewer line. The improvement is to be owned and maintained by the City upon completion. The Airport consents to the re-routing and installation of the sewer main to the extent it is on the Airport tracts.

9.3 Stormwater. Love's agrees to install stormwater quantity improvements consistent with City standards and submitted plans approved by the City of Great Falls Public Works Department. Stormwater quantity control measures must comply with the standards of the City of Great Falls Storm Drainage Design Manual. The City, the Montana Department of Transportation and/or Federal Highway Administration, as required, must approve all stormwater plans prior to issuance of a building permit. Pipe size and all other construction specifications shall comply with City standards and submitted plans approved by the City of Great Falls Public Works Department. Any portion of storm main service located outside of the public right-of-way shall be located in a minimum 20-foot wide public utility easement. Any portion of storm main service located outside of the public right-of-way or public utility easement is considered private and is to be owned and maintained by the Owners. The Airport consents to the installation of stormwater quantity improvements to the extent they are on the Airport tracts.

10. Reimbursements owed to Owners. The Owners shall provide the City with documentation of their actual out-of-pocket costs of the installation of the hereinabove described required improvements within four (4) months after approval and acceptance thereof by the City. In the event of Owner's' failure to provide the City with said cost data, the City shall not be obliged to assist in undertaking collection of the reimbursement provided for herein, and the responsibility for collection thereof shall be that of the Owner, their successors and assigns. Failure of the Owners to provide the City with said cost data for reimbursement as herein required shall in no way alter the obligation of any party to make reimbursements as provided for herein, said failure affecting only the City's obligation to assist in collection thereof.

11. Environmental. Love's agrees to comply with all requirements of the City's industrial pretreatment and MS-4 program requirements, including but not limited to, submission for approval and installation of applicable Fats, Oil, and Grease (FOG) controls, completion of an Industrial Pretreatment Survey, stormwater quality best management practices, Stormwater Maintenance Agreement, Storm Water Pollution Prevention Plan (SWPPP), and completion of a Dust Control Plan.

12. Emergency Communications Center. Per the *Great Falls International Airport Authority and City of Great Falls Lease Agreement, September 1, 2017 – August 31, 2047* (the "Lease Agreement"), regarding the 911 Emergency Communications Center (ECC), approved by the Great Falls City Commission on October 3, 2017, the City agrees to pay the Airport \$104,400.00 toward construction of the new entry road shown in Exhibit B of said Lease Agreement. The City acknowledges the new entry road will be constructed by Love's. Such amount will be payable to the Airport simultaneous with the issuance of a building permit for the Love's Travel Stop project. The new entry road shall provide the primary access to the ECC and shall be recorded as an access easement in favor of the City and the Airport. The terms of the easement shall be approved by City staff and the City Commission. Because the new entry road will replace the existing access drive from Airport Road as the ECC's primary means of ingress and egress and eliminate all unrestricted access from Airport Road, Love's is required to provide no greater than five thousand dollars (\$5,000) towards installation of a knockdown gate or other access control measure satisfactory to the City to allow the amended access to be maintained as an emergency access only. It is understood by all parties that the Airport intends to expand Airport Road to enhance traffic flow and functionality. The Airport agrees that it will to the maximum extent feasible, design its expansion to maintain the emergency only access point where the access exists currently, or provide alternative secondary access that is reasonably acceptable to the City.

Additionally, Love's agrees to construct and maintain two earthen berms at its cost on the east side of the newly constructed roadway. The berms, which are subject to City review and approval, shall be constructed with side slopes at a 3:1 grade ratio and be 4 feet in height. Berms must be landscaped with irrigation according to the OCCGF. If the Owners propose to include fencing as part of the berm design, inclusion of fencing is subject to City review and approval.

13. Deferral Agreement for Shared Use Path. The Owners are required to sign and record an agreement subject to approval by the City Commission to defer installation of a ten (10) foot wide, shared-use path in the right-of-way of Airport Drive.

14. Warranty, Ownership and Inspection of Public Improvements. Love's is responsible for the repair or replacement of any faults in the materials or workmanship of the required public improvements for a period of two years from the date those improvements are accepted for maintenance by the City. If Love's financially guarantees the required improvements, this warranty will be enforced by the City retaining 10% of the security required by Section 15 of this Agreement for the two-year warranty period. If no financial guarantee is needed for the project and Love's will be completing installation of all public improvements as part of the building permit prior to Certificate of Occupancy, Love's is required to submit a cost estimate of the public improvements to the City at the time of building permit. After a Certificate of Occupancy is granted and improvements are accepted, the City shall retain 10% of the cost of the improvements noted in the approved estimate as a warranty for a two-year period. That sum will be released at the end of such two year period unless the parties are involved in a dispute about the

condition, repair, or replacement of any of the required improvements, in which case funds will be held by the City until that dispute is resolved. The release of warranty funds will follow the procedure established in Section 15 of this Agreement for the release of securities.

Installation of all other public improvements required for the Subject Properties shall be subject to the City's inspection policy in place at the time of installation.

15. Security for Public Improvements. If Love's financially guarantees the required public improvements listed in this Agreement prior to their installation, Love's shall provide the City with a performance bond or another form of security acceptable to the Administrator in an amount equal to one hundred thirty-five percent (135%) of the costs of the required public improvements.

The security required by this section shall be returned or released upon acceptance of the required improvements, except as provided in Section 14. Following the final required inspection, the Director of Public Works shall promptly inform the Administrator, in writing, that all improvements have been inspected and are acceptable for maintenance by the City. If the Development is in compliance all conditions of approval, this Agreement, and the OCCGF, the Administrator shall then instruct the Finance Director to release the security to the Owners, minus the retained portion to be held in warranty as required by Section 14 of this Agreement.

16. Maintenance Districts. Love's hereby agrees to waive its right to protest and appeal the lawful creation by the City of maintenance districts for any proper purpose including, but not limited to, fire hydrant and street maintenance and shall pay the proportionate share of the costs associated with said maintenance districts as they may be applied to the Love's tracts.

17. City Acceptance and Zoning. In consideration of the terms of this Agreement, the City hereby accepts the Love's tracts incorporation by annexation into the corporate limits of the City of Great Falls, Montana, with an assigned zoning classification of AI Airport Industrial.

18. Limitation of Liability. The City will conduct a limited review of plans and perform inspections for compliance with requirements set forth in this Agreement and/or in applicable law. The scope of such review and inspections will vary based upon development type, location and site characteristics. Love's is exclusively responsible for ensuring that the design, construction drawings, completed construction, and record drawings comply with acceptable engineering practices, State requirements, and other applicable standards. The City's limited plans review and inspections are not substantive reviews of the plans and engineering. The City's approval of any plans or completed inspections is not an endorsement of the plan or approval or verification of the engineering data and plans. Neither the Owners, nor any third party may rely upon the City's limited review or approval.

The Owners shall indemnify, hold harmless and defend the City of Great Falls, its officers, agents, servants and employees and assigns from and against all claims, debts, liabilities, fines, penalties, obligations and costs including reasonable attorney fees, that arise from, result from or relate to obligations relating to that Owners' properties described herein. Upon the transfer of ownership of the properties, the prior owner's (whether it is the Owners that signed this agreement or a subsequent owner) indemnity obligation herein for the transferred properties is released as to that owner and the indemnity obligation runs to the new owner of the properties. Only the owner of the parcel of property at the time the City incurs the claim, debt, liability, fine, penalty, obligation or cost is obligated to

indemnify, and no owner of properties is obligated to indemnify for adverse conditions on property owned by someone else. This indemnification by the owner of the property shall apply unless such damage or injury results from the gross negligence or willful misconduct of the City. For the avoidance of doubt, in no event will Love's be liable to the City for any liability of the Airport under this Agreement, and neither will the Airport be liable to the City for any liability of Love's under this Agreement.

19. Binding Effect; Miscellaneous. The provisions, covenants and terms of this Agreement shall run with the land and bind the present owners, their devisees, successors, and assigns; and any and all parties claiming by, through, or under them, shall be taken to agree and covenant with each of the parties to the Agreement, their devisees, successors and assigns, to conform to the provisions, covenants and terms of this Agreement. Except as expressly provided otherwise, whenever the City's approval is required in this Agreement, such approval shall not be unreasonably withheld or delayed. This Agreement may be executed in one or more counterparts which, taken together, shall constitute one agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal the day, month and year first hereinabove written.

THE CITY OF GREAT FALLS, MONTANA
A Municipal Corporation of the State of Montana

Gregory T. Doyon, City Manager

ATTEST:

Lisa Kunz, City Clerk

(Seal of City)

APPROVED FOR LEGAL CONTENT*:

Sara R. Sexe, City Attorney

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

Great Falls International Airport Authority

Love's Travel Stops & Country Stores, Inc.

CERTIFICATE OF SURVEY #5142 1/2

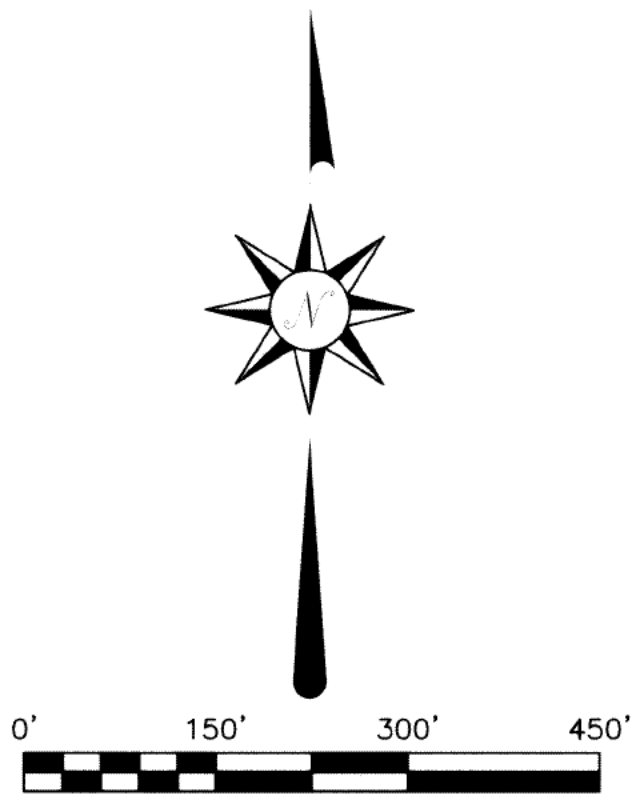
PURSUANT TO COURT ORDER: PROBATE NO. D.D.P. 06-055

Affecting Parcels of Land in Sections 16 & 21, T20N, R3E, P.M.M., Cascade County, Montana

PURPOSE OF SURVEY:

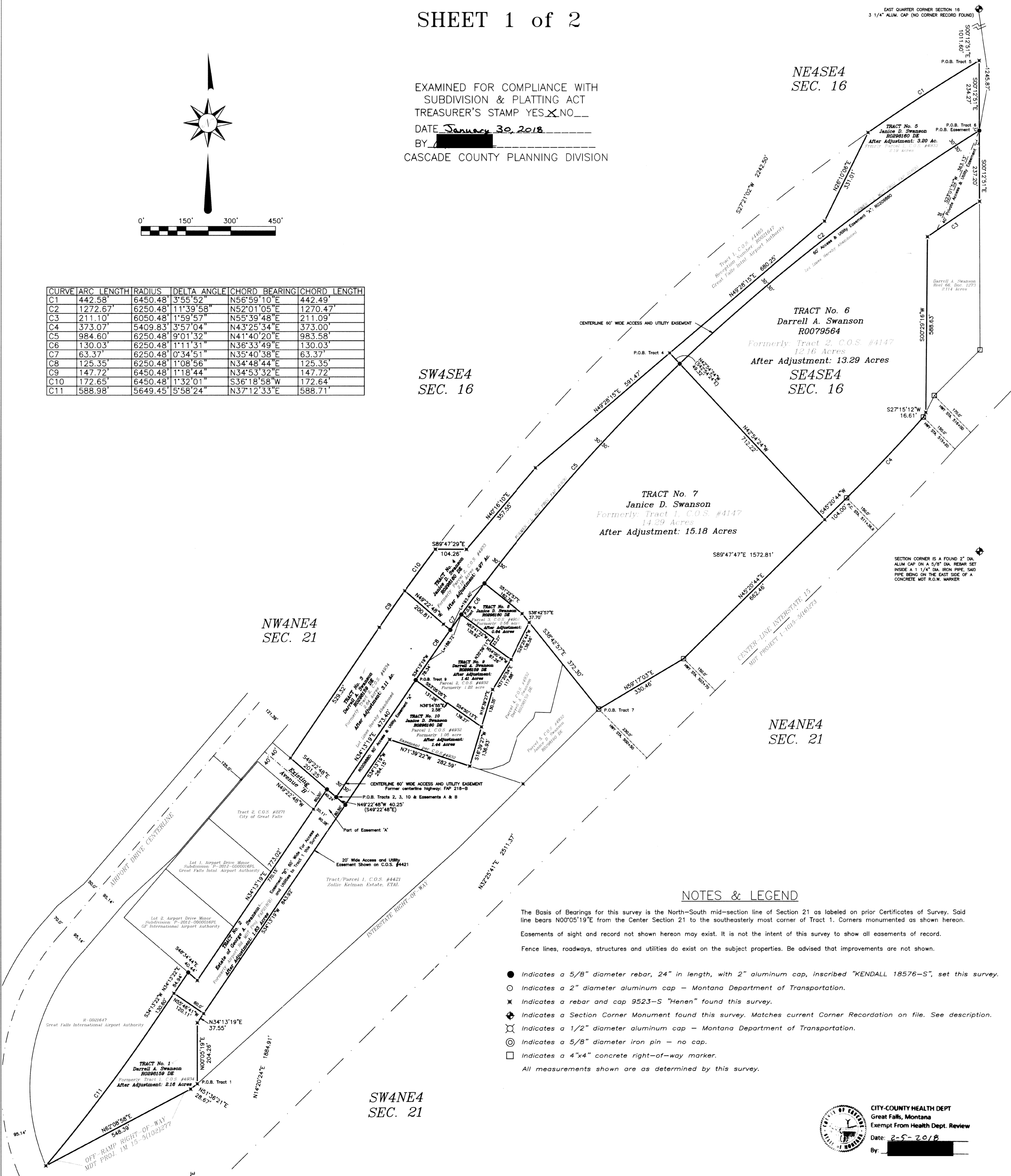
SURVEY BEING COMMISSIONED BY THE ESTATE OF GEORGE A. SWANSON VIA CAUSE NO. CDV-08-1030 AS DECIDED BY THE MONTANA EIGHTH JUDICIAL DISTRICT COURT AND FILED WITH THE OFFICE OF THE CLERK AND RECORDER CASCADE COUNTY, MONTANA AT R0209880 OD(Ordere of Decree) . The purpose of this survey is to provide a permanent record in the Office of the Clerk and Recorder, Cascade County, Montana showing the controlling evidence used to adjust and monument the boundary lines of parcels per the direction of the District Court as recorded at R0209880 OD , Said document being on file with the Office of the Clerk and Recorder, Cascade County, Montana. Said Court Order "Probate No. D.D.P. -06-055" and corresponding Order of Decree R0209880 OD defined the boundaries as being to the centerline of Montana Department of Transportation Project No. FAP 218(B) and this survey reflects that by relocating the existing boundaries to the centerline of MDT Project No. FAP 218(B). M.C.A. 76-3-201(1)(a) & M.C.A. 76-4-125(1)(a). It is also the purpose of this survey to show the relationship of existing(found) monuments on the ground to monuments being set this survey in accordance with M.C.A. 76-3-404(1)(a-d).

SHEET 1 of 2



EXAMINED FOR COMPLIANCE WITH
SUBDIVISION & PLATTING ACT
TREASURER'S STAMP YES NO
DATE January 30, 2018
BY _____
CASCADE COUNTY PLANNING DIVISION

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	442.58'	6450.48'	3°55'52"	N56°59'10"E	442.49'
C2	1272.67'	6250.48'	11°39'58"	N52°01'05"E	1270.47'
C3	211.10'	6050.48'	1°59'57"	N55°39'48"E	211.09'
C4	373.07'	5409.83'	3°57'04"	N43°25'34"E	373.00'
C5	984.60'	6250.48'	9°01'32"	N41°40'20"E	983.58'
C6	130.03'	6250.48'	1°11'31"	N36°33'49"E	130.03'
C7	63.37'	6250.48'	0°34'51"	N35°40'38"E	63.37'
C8	125.35'	6250.48'	1°08'56"	N34°48'44"E	125.35'
C9	147.72'	6450.48'	1°18'44"	N34°53'32"E	147.72'
C10	172.65'	6450.48'	1°32'01"	S36°18'58"W	172.64'
C11	588.98'	5649.45'	5°58'24"	N37°12'33"E	588.71'



NOTES & LEGEND

The Basis of Bearings for this survey is the North-South mid-section line of Section 21 as labeled on prior Certificates of Survey. Said line bears N00°05'19"E from the Center Section 21 to the southeasterly most corner of Tract 1. Corners monumented as shown hereon.

Easements of sight and record not shown hereon may exist. It is not the intent of this survey to show all easements of record.

Fence lines, roadways, structures and utilities do exist on the subject properties. Be advised that improvements are not shown.

- Indicates a 5/8" diameter rebar, 24" in length, with 2" aluminum cap, inscribed "KENDALL 18576-S", set this survey.
- Indicates a 2" diameter aluminum cap - Montana Department of Transportation.
- ✕ Indicates a rebar and cap 9523-S "Henen" found this survey.
- ⊕ Indicates a Section Corner Monument found this survey. Matches current Corner Recordation on file. See description.
- ⊗ Indicates a 1/2" diameter aluminum cap - Montana Department of Transportation.
- ⊙ Indicates a 5/8" diameter iron pin - no cap.
- Indicates a 4"x4" concrete right-of-way marker.

All measurements shown are as determined by this survey.

SE4NW4
SEC. 21

CERTIFICATE OF COUNTY TREASURER

I, Jamie Bailey, County Treasurer of Cascade County, Montana do certify that I have examined the records covering the areas encompassed by this Certificate of Survey, and I find no real property taxes assessed or levied on said land are delinquent.

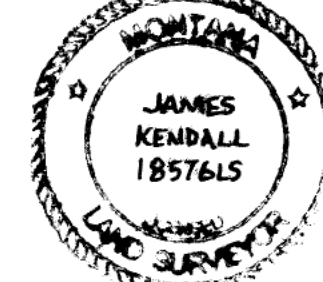
Jamie Bailey, Treasurer of Cascade County, Montana
By: Casey Wilkinson, Deputy



CERTIFICATE OF SURVEYOR

I, James S. Kendall, a Registered Professional Land Surveyor, Montana License Number 18576-LS, do hereby certify that I have performed the survey shown and described hereon; that survey was completed and all monuments established during November/December 2017; that survey is true and complete as shown and conforms to current Subdivision Regulations and M.C.A.

James Scott Kendall, PLS MT Registration No. 18576LS



SHEET 1 of 2

R0351153-55

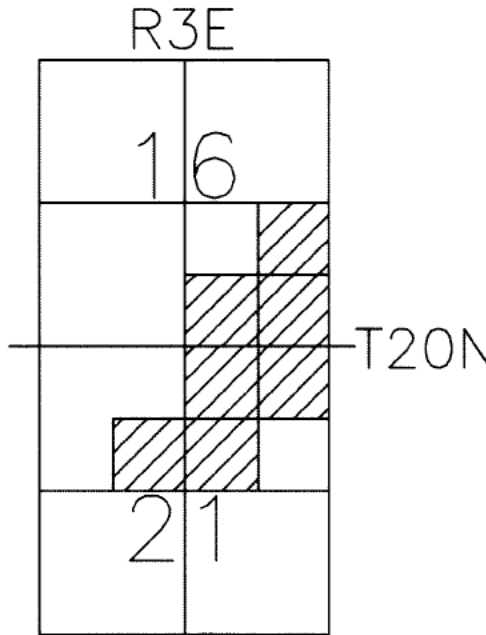
S-0005142 CS

1/11/18 9:29:30 AM by swanson 02/09/2018 12:50:49 PM
Cascade County, Rina F. Moore - Clerk & Recorder

KENDALL LAND SURVEYING, INC

GREAT FALLS, MONTANA 59405
406-217-7707

SE1/4 SECTION 16 & N1/2 SECTION 21, T20N, R3E, P.M.M.



SCALE: 1" = 150'
DRAWN BY: JSK
DATE: 05DEC2017

CERTIFICATE OF SURVEY #5142 2/2

PURSUANT TO COURT ORDER: PROBATE NO. D.D.P. 06-055

Affecting Parcels of Land in Sections 16 & 21, T20N, R3E, P.M.M., Cascade County, Montana

PURPOSE OF SURVEY:

SURVEY BEING COMMISSIONED BY THE ESTATE OF GEORGE A. SWANSON VIA CAUSE NO. CDV-08-1030 AS DECIDED BY THE MONTANA EIGHTH JUDICIAL DISTRICT COURT AND FILED WITH THE OFFICE OF THE CLERK AND RECORDER CASCADE COUNTY, MONTANA AT R0209880 OD(Ordere of Decree) . The purpose of this survey is to provide a permanent record in the Office of the Clerk and Recorder, Cascade County, Montana showing the controlling evidence used to adjust and monument the boundary lines of parcels per the direction of the District Court as recorded at R0209880 OD , Said document being on file with the Office of the Clerk and Recorder, Cascade County, Montana. Said Court Order "Probate No. D.D.P. -06-055" and corresponding Order of Decree R0209880 OD defined the boundaries as being to the centerline of Montana Department of Transportation Project No. FAP 218(B) and this survey reflects that by relocating the existing boundaries to the centerline of MDT Project No. FAP 218(B). M.C.A. 76-3-201(1)(a) & M.C.A. 76-4-125(1)(a). It is also the purpose of this survey to show the relationship of existing(found) monuments on the ground to monuments being set this survey in accordance with M.C.A. 76-3-404(1)(a-d).

SHEET 2 of 2

CERTIFICATE OF OWNERS

We, Darrell A. Swanson and Janice D. Swanson, property owners and Co-Personal Representatives of the Estate of George A. Swanson, do certify that we have caused to be surveyed and adjusted these tracts of land and easements in the South one-half(S1/2) Section 16 and the North one-half(N1/2) of Section 21, T20N, R3E, Cascade County, Montana as shown hereon. We attest that the purpose of this survey is to show the adjustment and relocation of property boundaries as directed by the Montana Eighth Judicial District Court in Probate Number D.D.P. 06-055 pursuant to Cause No. CDV-08-1030 as recorded at R0209880 OD.. This Certificate of Survey is exempt from review as a subdivision pursuant to Montana Code Annotated Section 76-3-201(1)(a): a division of land that is created by order of any court of record in this state or by operation of law. District Court Order of Decree documents being on file with the Office of the Cascade County Clerk and Recorder in Great Falls, Montana.

FURTHERMORE, we certify that this Certificate of Survey is exempt from review as a subdivision by the Montana Department of Environmental Quality pursuant to Montana Code Annotated 76-4-125(2)(a), which references 76-3-201. This adjustment and relocation of property boundaries is as directed by the Montana Eighth Judicial District Court in Probate D.D.P. No. 06-055 pursuant to Cause No. CDV-08-1030 and recorded at R0209880 OD. This document being on file with the Office of the Cascade County Clerk and Recorder in Great Falls, Montana.

Dated this 6 day of JAN, 2017 SIGNED: Darrell A. Swanson
Darrell A. Swanson, Property Owner &
Co-Personal Representative of The Estate of George A. Swanson

Dated this 29 day of January, 2018 SIGNED: Janice D. Swanson
Janice D. Swanson, Property Owner &
Co-Personal Representative of The Estate of George A. Swanson

State of Massachusetts)
County of Worcester)

State of Montana)
County of Cascade)

Subscribed and sworn to, before me, on this 6 day of JAN, 2017

Subscribed and sworn to, before me, on this 29 day of January, 2018

Printed Name: Deborah A. Proctor
Notary Public for the State of Massachusetts

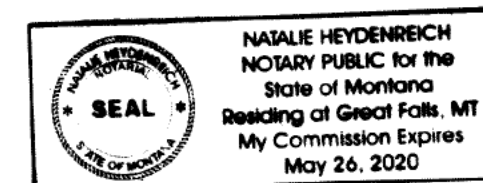
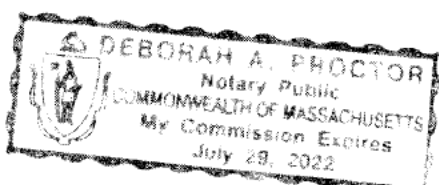
Printed Name: Natalie Heydenreich
Notary Public for the State of Montana

My Commission Expires: 7-29-2022

My Commission Expires: 5/26/2020

Signature: [Redacted]

Signature: [Redacted]



TRACT 1: A tract of land lying in the North-half(N1/2) of Section 21, Township 20 North(T20N), Range 3 East(R3E), Principal Meridian Montana, Cascade County, State of Montana being more particularly described by this survey as follows:

Commencing at the Center of Section 21, being a found monument of record as described hereon; thence, N00°05'19"E along the north-south mid-section line a distance of 866.86 feet to the Point of Beginning. Thence, continuing N00°05'19"E a distance of 204.26 feet; thence, N34°13'19"E a distance of 37.55 feet; thence, N55°46'41"W a distance of 120.11 feet; thence, S34°13'22"W a distance of 130.60 feet to a point of curvature; thence, along an arc to the right having a central angle of 5°58'24" and an arc length of 588.98 feet - the chord of said arc bears S37°12'33"W with a chord distance of 588.71 feet; thence departing said curve N62°08'58"E a distance of 548.39 feet; thence N51°36'21"E a distance of 28.67 feet to the Point of Beginning. Subject to any and all easements, restrictions and/or covenants of record or otherwise.
Parcel being entirely in Section 21, T20N, R3E, P.M.M., Cascade County, State of Montana.
Containing 2.16 Acres more or less.

TRACT 2: A tract of land lying in the North-half(N1/2) of Section 21, Township 20 North(T20N), Range 3 East(R3E), Principal Meridian Montana, Cascade County, State of Montana being more particularly described by this survey as follows:

Commencing at the Center of Section 21, being a found monument of record as described hereon; thence, N14°20'24"E a distance of 1884.91 feet to the Point of Beginning. Thence, S49°22'48"E a distance of 40.25 feet; thence, S34°13'19"W a distance of 843.92 feet; thence, N55°46'41"W a distance of 120.11 feet; thence, N34°13'22"E a distance of 84.94 feet; thence, S48°34'44"E a distance of 40.44 feet; thence, N34°13'19"E a distance of 773.02 feet to a point on the northerly right-of-way Avenue B; thence S49°22'48"E a distance of 40.24 feet to the Point of Beginning. Subject to any and all easements, restrictions and/or covenants of record or otherwise.
Parcel being entirely in Section 21, T20N, R3E, P.M.M., Cascade County, State of Montana.
Containing 1.63 Acres more or less.

TRACT 3: A tract of land lying in the Northwest Quarter of the Northeast Quarter(NW4NE4) of Section 21, Township 20 North(T20N), Range 3 East(R3E), Principal Meridian Montana, Cascade County, State of Montana being more particularly described by this survey as follows:

Commencing at the Center of Section 21, being a found monument of record as described hereon; thence, N14°20'24"E a distance of 1884.91 feet to the Point of Beginning. Thence, N34°13'19"E a distance of 551.74 feet to a point of curvature; thence along an arc to the right having a central angle of 1°08'56", a radius of 6250.48 feet and an arc length of 125.35 feet - the chord of said arc bears N34°48'44"E with a chord distance of 125.35 feet; thence departing said curve N49°22'48"E a distance of 200.81 feet; thence along a non-tangent curve to the left having a central angle of 1°18'44", a radius of 6450.48 feet and an arc length of 147.72 feet - the chord of said arc bears S34°53'32"W with a chord distance of 147.72 feet; thence S34°13'19"W a distance of 529.32 feet to the northeasterly right-of-way Avenue B; thence along said right-of-way S49°22'48"E a distance of 201.25 feet to the Point of Beginning. Subject to any and all easements, restrictions and/or covenants of record or otherwise.
Parcel being entirely in the Northwest Quarter of the Northeast Quarter(NW4NE4) Section 21, T20N, R3E, P.M.M., Cascade County, State of Montana.
Containing 3.11 Acres more or less.

TRACT 4: A tract of land lying in the Northwest Quarter of the Northeast Quarter(NW4NE4) of Section 21 and the Southeast Quarter(SE4) Section 16, Township 20 North(T20N), Range 3 East(R3E), Principal Meridian Montana, Cascade County, State of Montana being more particularly described by this survey as follows:

Commencing at the East Quarter Corner(E1/4) of Section 16, being a found monument of record as described hereon; thence S27°21'02"W a distance of 2242.50 feet to the Point of Beginning. Thence, S42°54'24"E a distance of 49.32 feet to a point on a curve which is concave to the southeast; thence along an arc having a central angle of 10°47'54", a radius of 6250.48 feet and an arc length of 1178.00 feet - the chord of said arc bears S40°47'09"W with a chord distance of 1176.25 feet; thence departing said curve N49°22'48"E a distance of 200.81 feet; thence along a non-tangent curve to the left which is concave to the southeast having a central angle of 1°32'01", a radius of 6450.48 feet and an arc length of 172.65 feet - the chord of said arc bears N36°18'58"E with a chord distance of 172.64 feet; thence S89°47'29"E along the south line of the Southeast Quarter Section 16 a distance of 104.26 feet; thence N40°16'10"E a distance of 357.55; thence N49°28'15"E a distance of 591.47 feet to the Point of Beginning. Subject to any and all easements, restrictions and/or covenants of record or otherwise.
Parcel being entirely in the Northwest Quarter of the Northeast Quarter(NW4NE4) Section 21 and the Southeast Quarter(SE1/4) Section 16, T20N, R3E, P.M.M., Cascade County, State of Montana.
Containing 2.97 Acres more or less.

TRACT 5: A Tract of land lying in the Southeast Quarter(SE4) Section 16, Township 20 North(T20N), Range 3 East(R3E), Principal Meridian Montana, Cascade County, State of Montana being more particularly described by this survey as follows:

Commencing at the East Quarter Corner(E1/4) of Section 16, being a found monument of record as described hereon; thence S00°12'51"E along the east line of Southeast Quarter Section 16 a distance of 1011.60 feet to the Point of Beginning. Thence, continuing S00°12'51"E along the east line SE1/4 Section 16 a distance of 234.27 feet to a point on a curve which is concave to the southeast; thence along an arc having a central angle of 1°13'59"58", a radius of 6250.48 feet and an arc length of 1272.67 feet - the chord of said arc bears S52°01'05"W with a chord distance of 1270.47 feet; thence departing said curve N42°54'24"E a distance of 49.32 feet; thence N49°28'15"E a distance of 680.25 feet; thence N26°10'06"E a distance of 331.01 to a point on a curve which is concave to the southeast having a central angle of 3°55'52", a radius of 6450.48 feet and an arc length of 442.58 feet - the chord of said arc bears N56°59'10"E with a chord length of 442.49 feet said arc returning to the Point of Beginning. Subject to any and all easements, restrictions and/or covenants of record or otherwise.
Parcel being entirely in the Southeast Quarter(SE1/4) Section 16, T20N, R3E, P.M.M., Cascade County, State of Montana. Containing 3.20 Acres more or less.

TRACT 6: A Tract of land lying in the Southeast Quarter(SE4) Section 16, Township 20 North(T20N), Range 3 East(R3E), Principal Meridian Montana, Cascade County, State of Montana being more particularly described by this survey as follows:

Commencing at the East Quarter Corner(E1/4) of Section 16, being a found monument of record as described hereon; thence S00°12'51"E along the east line of Southeast Quarter Section 16 a distance of 1245.87 feet to the Point of Beginning. Thence, continuing S00°12'51"E along the east line SE1/4 Section 16 a distance of 237.20 feet to a point on a curve which is concave to the southeast; thence along an arc having a central angle of 1°59'57", a radius of 6050.48 feet and an arc length of 211.10 feet - the chord of said arc bears S55°39'48"W with a chord distance of 211.09 feet; thence departing said curve S00°29'06"W a distance of 588.63 feet to a point on the right-of-way Interstate-15; thence continuing along Interstate Highway right-of-way the following three(3) courses: S27°15'12"W a distance of 16.61 feet to a point on a curve which is concave to the northwest having a central angle of 3°57'04", a radius of 5409.83 feet and an arc length of 373.07 feet - the chord of said arc bears S43°25'34"W with a chord length of 373.00 feet; thence S45°20'44"W a distance of 104.00 feet; thence departing Interstate right-of-way N42°54'24"W a distance of 712.22 feet to a point on a curve which is concave to the southeast having a central angle of 1°13'58", a radius of 6250.48 feet and an arc length of 1272.67 feet - the chord of said arc bears N52°01'05"E with a chord length of 1270.47 feet, said arc returning to the Point of Beginning. Subject to any and all easements, restrictions and/or covenants of record or otherwise.
Parcel being entirely in the Southeast Quarter(SE1/4) Section 16, T20N, R3E, P.M.M., Cascade County, State of Montana. Containing 13.29 Acres more or less.

TRACT 7: A tract of land lying in the Northeast Quarter(NE1/4) of Section 21 and the Southeast Quarter(SE1/4) Section 16, Township 20 North(T20N), Range 3 East(R3E), Principal Meridian Montana, Cascade County, State of Montana being more particularly described by this survey as follows:

Commencing at the Center of Section 21, being a found monument of record as described hereon; thence, N32°25'41"E a distance of 2511.37 feet to a point on the right-of-way Interstate Highway 15 also being the Point of Beginning. Thence, continuing along the highway right-of-way N59°17'03"E a distance of 330.46 feet; thence along the highway right-of-way N45°20'44"E a distance of 662.46 feet; thence departing right-of-way N42°54'24"W a distance of 712.22 feet to a point on a curve being concave to the southeast having a central angle of 9°01'32", a radius of 6250.48 feet and an arc length of 984.60 feet - the chord of said arc bears S41°40'20"W with a chord distance of 983.58 feet; thence S51°22'57"E a distance of 162.76 feet; thence S38°42'57"E a distance of 410.00 feet to the Point of Beginning. Subject to any and all easements, restrictions and/or covenants of record or otherwise.
Parcel being entirely in Northeast Quarter(NE1/4) Section 21 and the Southeast Quarter(SE1/4) Section 16, T20N, R3E, P.M.M., Cascade County, State of Montana. Containing 15.18 Acres more or less.

TRACT 8: A tract of land lying in the Northwest Quarter of the Northeast Quarter(NW4NE4) of Section 21, Township 20 North(T20N), Range 3 East(R3E), Principal Meridian Montana, Cascade County, State of Montana being more particularly described by this survey as follows:

Commencing at the Center of Section 21, being a found monument of record as described hereon; thence, N14°20'24"E a distance of 1884.91 feet; thence, N34°13'19"E a distance of 551.74 feet to a point of curvature; thence along an arc to the right having a central angle of 1°43'47", a radius of 6250.48 feet and an arc length of 188.72 feet - the chord of said arc bears N35°06'10"E a distance of 188.71 feet to the Point of Beginning. Thence continuing along the arc to the right having a central angle of 1°11'31", a radius of 6250.48 feet and an arc length of 130.03 feet - the chord of said arc bears N36°33'49"E a distance of 130.03 feet; thence S51°22'57"E a distance of 162.76 feet; thence S38°42'57"E a distance of 37.70 feet; thence S26°26'44"W a distance of 138.56 feet; thence the following three(3) courses through a shared common wall of warehouse building N54°00'49"W a distance of 87.26 feet; thence N33°59'11"E a distance of 23.27 feet; thence N53°41'22"W a distance of 135.92 feet to the Point of Beginning. Subject to any and all easements, restrictions and/or covenants of record or otherwise.
Parcel being entirely in the Northwest Quarter of the Northeast Quarter(NW4NE4) Section 21, T20N, R3E, P.M.M., Cascade County, State of Montana.
Containing 0.64 Acres more or less.

TRACT 9: A tract of land lying in the Northwest Quarter of the Northeast Quarter(NW4NE4) of Section 21, Township 20 North(T20N), Range 3 East(R3E), Principal Meridian Montana, Cascade County, State of Montana being more particularly described by this survey as follows:

Commencing at the Center of Section 21, being a found monument of record as described hereon; thence, N14°20'24"E a distance of 1884.91 feet; thence, N34°13'19"E a distance of 473.40 feet to the Point of Beginning. Thence S53°05'05"E through the center of a common wall a distance of 131.26 feet; thence continuing through a common wall between warehouse units N36°54'55"E a distance of 2.58 feet; thence through said wall and beyond S54°50'13"E a distance of 139.27 feet; thence N16°39'27"E a distance of 130.35 feet; thence N31°20'54"E a distance of 117.88 feet; thence the following three(3) courses through a shared common wall of warehouse building N54°00'49"W a distance of 87.26 feet; thence N33°59'11"E a distance of 23.27 feet; thence N53°41'22"W a distance of 135.92 feet to a point on a non-tangent curve to the left with a central angle of 1°43'47", a radius of 6250.48 feet and an arc length of 188.72 feet - the chord of said arc bears S35°06'10"W a distance of 188.71 feet; thence S34°13'19"W a distance of 78.34 feet Point of Beginning. Subject to any and all easements, restrictions and/or covenants of record or otherwise.
Parcel being entirely in the Northwest Quarter of the Northeast Quarter(NW4NE4) Section 21, T20N, R3E, P.M.M., Cascade County, State of Montana.
Containing 1.41 Acres more or less.

TRACT 10: A tract of land lying in the Northwest Quarter of the Northeast Quarter(NW4NE4) of Section 21, Township 20 North(T20N), Range 3 East(R3E), Principal Meridian Montana, Cascade County, State of Montana being more particularly described by this survey as follows:

Commencing at the Center of Section 21, being a found monument of record as described hereon; thence, N14°20'24"E a distance of 1884.91 feet to the Point of Beginning. Thence, N34°13'19"E a distance of 473.40 feet; thence S53°05'05"E through the common wall of warehouse building a distance of 131.26 feet; thence continuing through the center of a common wall between warehouse units N36°54'55"E a distance of 2.58 feet; thence continuing through and beyond said warehouse wall S54°50'13"E a distance of 139.27 feet; thence, S16°39'27"W a distance of 136.93; thence N71°39'22"W a distance of 282.59 feet; thence S34°13'19"W a distance of 264.15 feet; thence N49°22'48"W a distance of 40.25 feet to the Point of Beginning. Subject to any and all easements, restrictions and/or covenants of record or otherwise.
Parcel being entirely in the Northwest Quarter of the Northeast Quarter(NW4NE4) Section 21, T20N, R3E, P.M.M., Cascade County, State of Montana.
Containing 1.44 Acres more or less.

EASEMENT 'A': A Public Easement for Access and Utilities lying in the Northwest Quarter of the Northeast Quarter(NW4NE4) of Section 21 and the Southeast Quarter(SE1/4) of Section 16, Township 20 North(T20N), Range 3 East(R3E), Principal Meridian Montana, Cascade County, State of Montana being more particularly described as follows:

Commencing at the Center of Section 21, being a found monument of record as described hereon; thence, N14°20'24"E a distance of 1884.91 feet to the Point of Beginning. Thence, S49°22'48"E a distance of 40.25 feet; thence S34°13'19"W along the westerly line of Tract 1 C.O.S.#4421 a distance of 80.50 feet; thence N49°22'48"W a distance of 80.49 feet to a point on the right-of-way Avenue B; thence along Avenue B right-of-way N34°13'19"E a distance of 80.50 feet; thence S49°22'48"E a distance of 40.24 feet to a point on the centerline of the following described 60.0 foot wide strip. Easement being 30.0 feet on each side of the following two(2) courses; N34°13'19"E a distance of 551.74 feet to a point of curvature; thence along an arc to the right having a central angle of 2°36'48", a radius of 6250.48 feet and an arc length of 2576.02 feet - the chord of said arc bears N46°02'40"E with a chord distance of 2557.82 feet. Easement being entirely in the Northwest Quarter of the Northeast Quarter(NW4NE4) Section 21 and the Southeast Quarter(SE1/4) of Section 16, T20N, R3E, P.M.M., Cascade County, State of Montana.

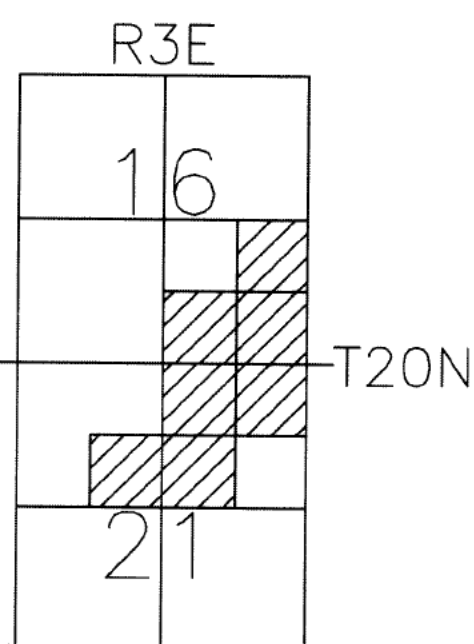
This easement is as directed by Order of Decree issued by the Montana Eighth Judicial District Court as recorded at R0209880 OD on file with the Office of the Cascade Clerk and Recorder. It is the intent of the property owners listed hereon that this easement shall remain in effect to provide access and utilities to the Tracts shown hereon in the event that the Order of Decree is ever modified.

EASEMENT 'B': An Easement of varied width for Access and Utilities lying in the North-half(N1/2) of Section 21, Township 20 North(T20N), Range 3 East(R3E), Principal Meridian Montana, Cascade County, State of Montana being more particularly described as follows:

Commencing at the Center of Section 21, being a found monument of record as described hereon; thence, N14°20'24"E a distance of 1884.91 feet to the Point of Beginning. Thence, S49°22'48"E a distance of 40.25 feet; thence S34°13'19"W along the westerly line of Tract 1 C.O.S.#4421 a distance of 843.92 feet; thence N55°46'41"W a distance of 60.00 feet; thence N34°13'19"E a distance of 770.15 feet; thence N49°22'48"W a distance of 20.11 feet to a point on the right-of-way Avenue B; thence along Avenue B right-of-way N34°13'19"E a distance of 80.50 feet; thence S49°22'48"E a distance of 40.24 feet to the Point of Beginning. Easement being entirely in the North-half(N1/2) of Section 21, T20N, R3E, P.M.M., Cascade County, State of Montana.
This Easement 'B' is hereby created for the sole purpose of providing Access and Utilities to Tract 1 of this Certificate of Survey.

EASEMENT 'C': A 40.0' wide Easement for Access and Utilities lying in the Southeast Quarter(SE1/4) of Section 16, Township 20 North(T20N), Range 3 East(R3E), Principal Meridian Montana, Cascade County, State of Montana being more particularly described as follows:

Commencing at the East Quarter Corner(E1/4) of Section 16, being a found monument as described hereon. Thence S00°12'51"E along the east line of the southeast quarter Section 16 a distance of 1245.87 feet to the Point of Beginning. Thence S23°01'52"W a distance of 363.13 feet to the north line of a parcel described at Reel 66, Document 1273. Easement being entirely in the Southeast Quarter(SE1/4) Section 16, T20N, R3E, P.M.M., Cascade County, State of Montana. This Easement 'C' is hereby created for the sole purpose of providing Access and Utilities to an existing tract of land described at Reel 66, Document 1273.



SE1/4 SECTION 16 & N1/2 SECTION 21, T20N, R3E, P.M.M.

RESOLUTION 10313

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, TO EXTEND THE BOUNDARIES OF THE CITY OF GREAT FALLS TO INCLUDE TRACT 1 OF CERTIFICATE OF SURVEY #5142, SECTION 21, TOWNSHIP 20 NORTH, RANGE 3 EAST, PMM, CASCADE COUNTY, MONTANA AND TRACT 2 OF CERTIFICATE OF SURVEY #5142, SECTION 21, TOWNSHIP 20 NORTH, RANGE 3 EAST, PMM, CASCADE COUNTY, MONTANA, IN ACCORDANCE WITH THE PROVISION OF SECTION 7-2-4601, MONTANA CODE ANNOTATED.

* * * * *

WHEREAS, the City of Great Falls is a city incorporated under the laws of the State of Montana, and having a population of more than ten thousand (10,000) is a city of the first class; and

WHEREAS, there is contiguous to said City, but without the boundaries thereof, a certain tract of land situated in the County of Cascade, State of Montana, and described as follows:

Tract 1 of Certificate of Survey #5142, Section 21, Township 20 North, Range 3 East, P.M.M., Cascade County, Montana and Tract 2 of Certificate of Survey #5142, Section 21, Township 20 North, Range 3 East, P.M.M., Cascade County, Montana;

as shown on the map attached hereto marked Attachment "A", and by this reference made a part hereof; and

WHEREAS, Section 7-2-4601, Montana Code Annotated, provides that whenever the owners of real property contiguous to any incorporated city of the first class petition to have said property made a part of the municipal corporation, such lands may

be embraced within the corporate limits thereof and the boundaries of such city of the first class extended so as to include the same; and

WHEREAS, the owners of the hereinabove described property, Love’s Travel Stops and Country Stores, have submitted a petition to have the subject properties annexed to the City of Great Falls; and

WHEREAS, the City Commission finds that it is to the best interest of the City of Great Falls and its inhabitants to proceed with the incorporation of said territories into the City of Great Falls; and

WHEREAS, all of the proceedings herein have been conducted in strict compliance with and in conformity to the laws of the Montana Code Annotated, Title 7, Chapter 2, Part 46, Annexation by Petition, and all conditions, acts, and actions required to be performed precedent to and in the passage and adoption of this resolution have been properly and legally done, and performed.

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

That the boundaries of the City of Great Falls, Montana, be, and the same are hereby extended so as to embrace and include within the corporate limits of said city, all of the land hereinabove described, included as: “Tract 1 of Certificate of Survey #5142, Section 21, Township 20 North, Range 3 East, P.M.M., Cascade County, Montana and Tract 2 of Certificate of Survey #5142, Section 21, Township 20 North, Range 3 East, P.M.M., Cascade County, Montana,” as shown on attached Attachment “A.”

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

That the Cascade County Clerk and Recorder is hereby authorized and directed to change the appropriate boundaries of the City of Great Falls, Montana, to include said tract of land; and

That this Resolution shall become effective from and after the date of the filing of said document in the office of the Cascade County Clerk and Recorder.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on this 3rd day of September, 2019.

Bob Kelly, Mayor

ATTEST:

Lisa Kunz, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

Sara R. Sexe, City Attorney

Resolution 10313 - Attachment A

CERTIFICATE OF SURVEY #5142 1/2

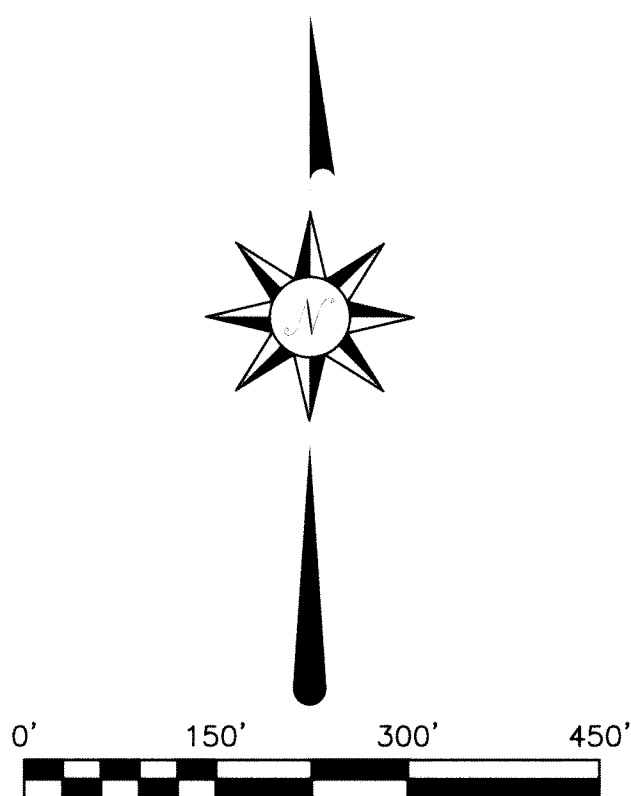
PURSUANT TO COURT ORDER: PROBATE NO. D.D.P. 06-055

Affecting Parcels of Land in Sections 16 & 21, T20N, R3E, P.M.M., Cascade County, Montana

PURPOSE OF SURVEY:

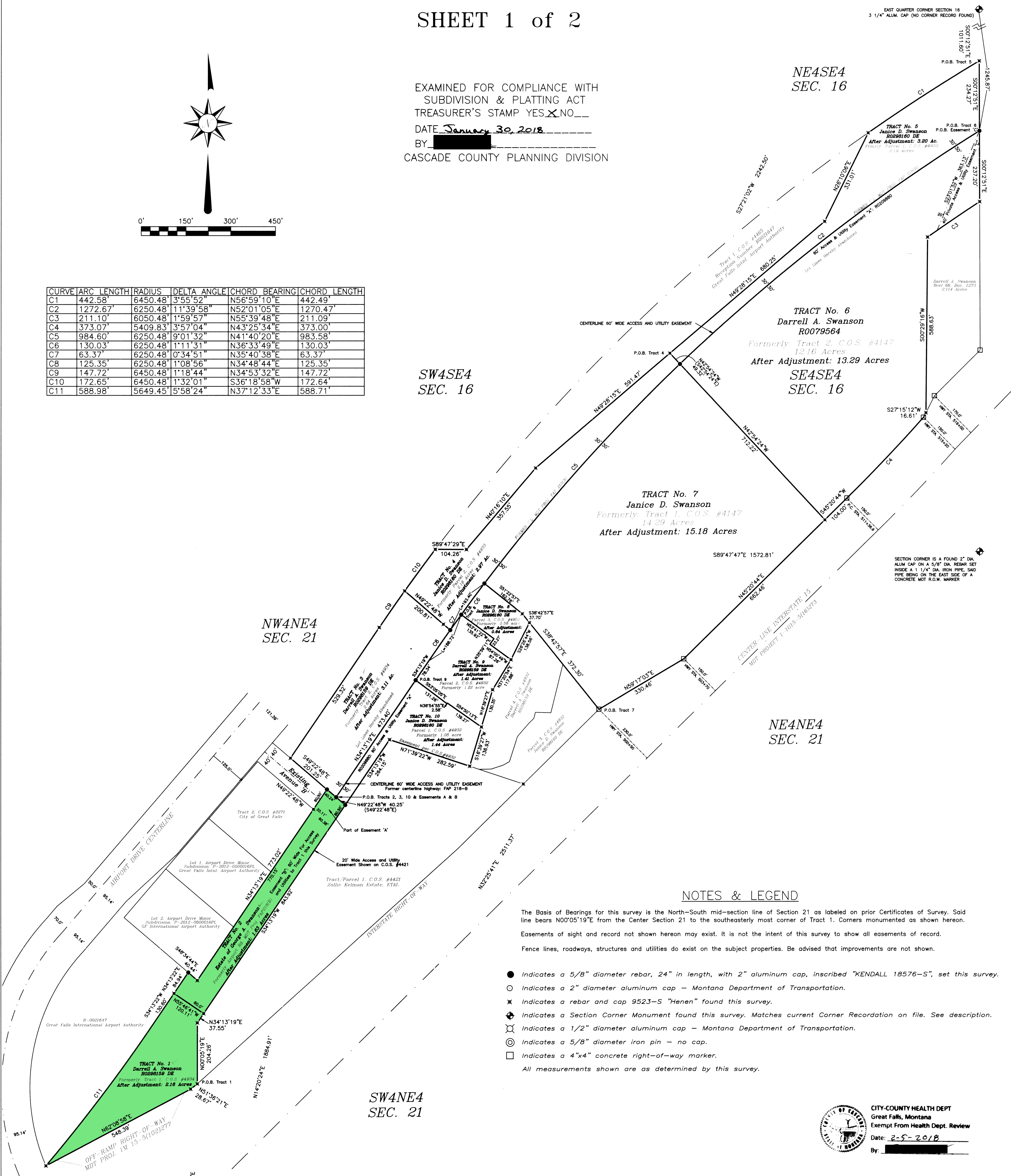
SURVEY BEING COMMISSIONED BY THE ESTATE OF GEORGE A. SWANSON VIA CAUSE NO. CDV-08-1030 AS DECIDED BY THE MONTANA EIGHTH JUDICIAL DISTRICT COURT AND FILED WITH THE OFFICE OF THE CLERK AND RECORDER CASCADE COUNTY, MONTANA AT R0209880 OD(Ordere of Decree) . The purpose of this survey is to provide a permanent record in the Office of the Clerk and Recorder, Cascade County, Montana showing the controlling evidence used to adjust and monument the boundary lines of parcels per the direction of the District Court as recorded at R0209880 OD , Said document being on file with the Office of the Clerk and Recorder, Cascade County, Montana. Said Court Order "Probate No. D.D.P. -06-055" and corresponding Order of Decree R0209880 OD defined the boundaries as being to the centerline of Montana Department of Transportation Project No. FAP 218(B) and this survey reflects that by relocating the existing boundaries to the centerline of MDT Project No. FAP 218(B). M.C.A. 76-3-201(1)(a) & M.C.A. 76-4-125(1)(a). It is also the purpose of this survey to show the relationship of existing(found) monuments on the ground to monuments being set this survey in accordance with M.C.A. 76-3-404(1)(a-d).

SHEET 1 of 2



EXAMINED FOR COMPLIANCE WITH
SUBDIVISION & PLATTING ACT
TREASURER'S STAMP YES NO
DATE January 30, 2018
BY [Redacted]
CASCADE COUNTY PLANNING DIVISION

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	442.58'	6450.48'	3°55'52"	N56°59'10"E	442.49'
C2	1272.67'	6250.48'	11°39'58"	N52°01'05"E	1270.47'
C3	211.10'	6050.48'	1°59'57"	N55°39'48"E	211.09'
C4	373.07'	5409.83'	3°57'04"	N43°25'34"E	373.00'
C5	984.60'	6250.48'	9°01'32"	N41°40'20"E	983.58'
C6	130.03'	6250.48'	1°11'31"	N36°33'49"E	130.03'
C7	63.37'	6250.48'	0°34'51"	N35°40'38"E	63.37'
C8	125.35'	6250.48'	1°08'56"	N34°48'44"E	125.35'
C9	147.72'	6450.48'	1°18'44"	N34°53'32"E	147.72'
C10	172.65'	6450.48'	1°32'01"	S36°18'58"W	172.64'
C11	588.98'	5649.45'	5°58'24"	N37°12'33"E	588.71'



NOTES & LEGEND

The Basis of Bearings for this survey is the North-South mid-section line of Section 21 as labeled on prior Certificates of Survey. Said line bears N00°05'19"E from the Center Section 21 to the southeasterly most corner of Tract 1. Corners monumented as shown hereon.

Easements of sight and record not shown hereon may exist. It is not the intent of this survey to show all easements of record.

Fence lines, roadways, structures and utilities do exist on the subject properties. Be advised that improvements are not shown.

- Indicates a 5/8" diameter rebar, 24" in length, with 2" aluminum cap, inscribed "KENDALL 18576-S", set this survey.
- Indicates a 2" diameter aluminum cap - Montana Department of Transportation.
- ✕ Indicates a rebar and cap 9523-S "Henen" found this survey.
- ⬠ Indicates a Section Corner Monument found this survey. Matches current Corner Recordation on file. See description.
- ⊗ Indicates a 1/2" diameter aluminum cap - Montana Department of Transportation.
- ⊙ Indicates a 5/8" diameter iron pin - no cap.
- Indicates a 4"x4" concrete right-of-way marker.

All measurements shown are as determined by this survey.

CERTIFICATE OF COUNTY TREASURER

I, Jamie Bailey, County Treasurer of Cascade County, Montana do certify that I have examined the records covering the areas encompassed by this Certificate of Survey, and I find no real property taxes assessed or levied on said land are delinquent.

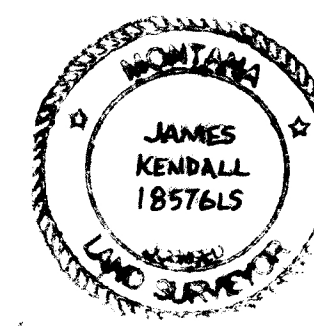
29.18
Jamie Bailey, Treasurer of Cascade County, Montana
By: Casey Wilkinson, Deputy



CERTIFICATE OF SURVEYOR

I, James S. Kendall, a Registered Professional Land Surveyor, Montana License Number 18576-LS, do hereby certify that I have performed the survey shown and described hereon; that survey was completed and all monuments established during November/December 2017; that survey is true and complete as shown and conforms to current Subdivision Regulations and M.C.A.

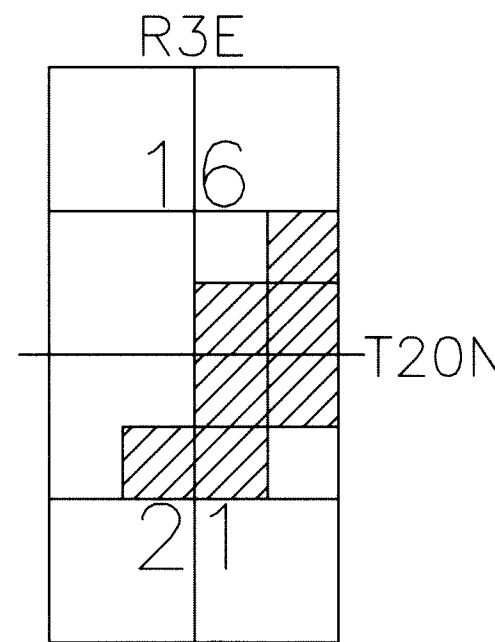
30 JAN 18
James Scott Kendall, PLS MT Registration No. 18576LS



SHEET 1 of 2

R0351153-55

KENDALL LAND SURVEYING, INC
GREAT FALLS, MONTANA 59405
406-217-7707



SE1/4 SECTION 16 & N1/2 SECTION 21, T20N, R3E, P.M.M.

SCALE: 1" = 150'
DRAWN BY: JSK
DATE: 05DEC2017

FOUND 3 1/4" ALUM CAP (NO CORNER REC FOUND)

S-0005142 CS
12:41:44 PM 12/29/2017 12:50:49 PM
Cascade County, Rina F. Hooper - Clerk & Recorder

FINDINGS OF FACT – ANNEXATION

Tract 1 of Certificate of Survey #5142, Section 21, T20N, R3E, PMM, Cascade County, Montana, and Tract 2 of Certificate of Survey #5142

PRIMARY REVIEW CRITERIA:

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

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

The subject property is contiguous to the existing City limits, with previously annexed property being present to the northwest of the proposed annexation area.

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

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

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

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

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

Great Falls is separated into nine Neighborhood Councils. There are no adopted Neighborhood Plans for any of the Councils within the City. The subject properties are located in an area where no Neighborhood Councils exist.

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

The subject properties are not located on any street but the properties will be connected to two parcels proposed for development. The two parcels currently existing within the City limits are on a minor arterial roadway. The City's Long Range Transportation Plan's Goals and Objectives supports the following policy:

Objective 5.1 Optimize the transportation system to meet the needs of the Great Falls international Airport, Malmstrom Air Force Base, Downtown Great Falls, employment centers, and industrial and commercial areas.

Additionally, the Annexation and Development Agreement calls for the future installation of a Shared Use Path along the Airport Drive right-of-way.

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

The City Public Works Department has verified that the capacity is adequate to provide these services. A full description of the various public services that will be provided to the development has been outlined in the agenda report as well as in the attached Annexation and Development Agreement.

The subject properties are bordered by City properties that are currently receiving law enforcement and fire protection services from the City of Great Falls. Providing these services to the proposed development is expected to be a manageable cost to the City.

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

Any future improvements to the subject properties will comply with current City code requirements.

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

An Annexation and Development Agreement for the property has been drafted outlining the responsibilities and costs for annexation requirements. This Agreement has been attached to the report. This Agreement addresses special improvement districts.

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

The subject property has been surveyed and recorded prior to this petition. The certificate of survey for the subject properties is on file with the County Clerk and Recorder.

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

Public improvements for City water and City sewer services have been addressed fully in the agenda report as well as in the attached Annexation and Development Agreements.

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

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

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

The subject properties are not located in another city or town.

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

The subject properties are not used for the uses listed above. The properties are vacant parcels that rest in the County.

ORDINANCE 3207

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, ASSIGNING A ZONING CLASSIFICATION OF AI AIRPORT INDUSTRIAL DISTRICT TO THE PROPERTIES LEGALLY DESCRIBED AS TRACT 1 AND TRACT 2 OF CERTIFICATE OF SURVEY #5142, A TRACT OF LAND EQUALING +/- 2.775 ACRES, LOCATED IN SECTION 21, TOWNSHIP 20 NORTH, RANGE 3 EAST, P.M.M., CASCADE COUNTY, MONTANA

* * * * *

WHEREAS, Love’s Travel Stops and Country Stores is the owner of record and has petitioned the City of Great Falls to annex the subject property, consisting of ±2.775 acres, as legally described above; and

WHEREAS, Love’s Travel Stops and Country Stores has petitioned said property to be assigned a City zoning classification of AI Airport Industrial district, upon annexation to City; and

WHEREAS, the Great Falls Zoning Commission conducted a public hearing on July 9, 2019, to consider said zoning request and, at the conclusion of said hearing, passed a motion recommending the City Commission assign a zoning classification of AI Airport Industrial district to the property legally described as Tract 1 and Tract 2 of Certificate of Survey #5142, a Tract of Land equaling +/- 2.775 acres, located in Section 21, Township 20 North, Range 3 East, P.M.M., Cascade County, Montana; and

WHEREAS, notice of assigning said zoning classification to the subject property was published in the *Great Falls Tribune* advising that a public hearing on this zoning designation would be held on the 3rd day of September, 2019, before final passage of said Ordinance herein; and

WHEREAS, the zoning map amendment on said property meets the Basis of Decision requirements in the Official Code of the City of Great Falls (OCCGF), Section 17.16.40.030; and

WHEREAS, following said public hearing, it was found and decided that said zoning designation be made.

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

Section 1. It is determined that the herein requested zoning assignment meets the criteria and guidelines cited in Mont. Code Ann. § 76-2-304, and meets the requirements of OCCGF Section 17.16.40.030.

Section 2. That the property legally described as: Tract 1 and Tract 2 of Certificate of Survey #5142, a Tract of Land equaling +/- 2.775 acres, located in Section 21, Township 20 North, Range 3 East, P.M.M., Cascade County, Montana, be designated as AI Airport Industrial district as shown in Exhibit A.

Section 3. This ordinance shall be in full force and effect thirty (30) days after its passage and adoption by the City Commission.

ACCEPTED by the City Commission of the City of Great Falls, Montana on first reading August 6, 2019.

ADOPTED by the City Commission of the City of Great Falls, Montana on second reading September 3, 2019.

Bob Kelly, Mayor

ATTEST:

Lisa Kunz, City Clerk

(SEAL OF CITY)

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, Ordinance 3207, on the Great Falls Civic Center posting board and the Great Falls City website.

Lisa Kunz, City Clerk

(CITY SEAL)

Ordinance 3207 - Exhibit A

CERTIFICATE OF SURVEY #5142 1/2

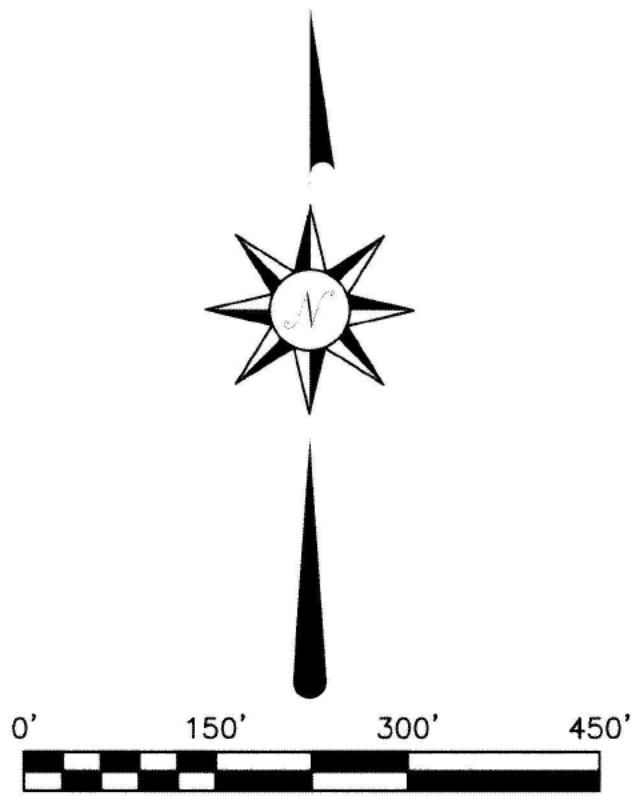
PURSUANT TO COURT ORDER: PROBATE NO. D.D.P. 06-055

Affecting Parcels of Land in Sections 16 & 21, T20N, R3E, P.M.M., Cascade County, Montana

PURPOSE OF SURVEY:

SURVEY BEING COMMISSIONED BY THE ESTATE OF GEORGE A. SWANSON VIA CAUSE NO. CDV-08-1030 AS DECIDED BY THE MONTANA EIGHTH JUDICIAL DISTRICT COURT AND FILED WITH THE OFFICE OF THE CLERK AND RECORDER CASCADE COUNTY, MONTANA AT R0209880 OD(Ordinance of Decree). The purpose of this survey is to provide a permanent record in the Office of the Clerk and Recorder, Cascade County, Montana showing the controlling evidence used to adjust and monument the boundary lines of parcels per the direction of the District Court as recorded at R0209880 OD, Said document being on file with the Office of the Clerk and Recorder, Cascade County, Montana. Said Court Order "Probate No. D.D.P. -06-055" and corresponding Order of Decree R0209880 OD defined the boundaries as being to the centerline of Montana Department of Transportation Project No. FAP 218(B) and this survey reflects that by relocating the existing boundaries to the centerline of MDT Project No. FAP 218(B). M.C.A. 76-3-201(1)(a) & M.C.A. 76-4-125(1)(a). It is also the purpose of this survey to show the relationship of existing(found) monuments on the ground to monuments being set this survey in accordance with M.C.A. 76-3-404(1)(a-d).

SHEET 1 of 2



EXAMINED FOR COMPLIANCE WITH
SUBDIVISION & PLATTING ACT
TREASURER'S STAMP YES NO
DATE January 30, 2018
BY [Signature]
CASCADE COUNTY PLANNING DIVISION

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	442.58'	6450.48'	3°55'52"	N56°59'10"E	442.49'
C2	1272.67'	6250.48'	11°39'58"	N52°01'05"E	1270.47'
C3	211.10'	6050.48'	1°59'57"	N55°39'48"E	211.09'
C4	373.07'	5409.83'	3°57'04"	N43°25'34"E	373.00'
C5	984.60'	6250.48'	9°01'32"	N41°40'20"E	983.58'
C6	130.03'	6250.48'	1°11'31"	N36°33'49"E	130.03'
C7	63.37'	6250.48'	0°34'51"	N35°40'38"E	63.37'
C8	125.35'	6250.48'	1°08'56"	N34°48'44"E	125.35'
C9	147.72'	6450.48'	1°18'44"	N34°53'32"E	147.72'
C10	172.65'	6450.48'	1°32'01"	S36°18'58"W	172.64'
C11	588.98'	5649.45'	5°58'24"	N37°12'33"E	588.71'

SW4SE4
SEC. 16

NE4SE4
SEC. 16

TRACT No. 6
Darrell A. Swanson
R0079564
Formerly Tract 2, C.O.S. #4147
12.16 Acres
After Adjustment: 13.29 Acres
SE4SE4
SEC. 16

TRACT No. 7
Janice D. Swanson
Formerly Tract 1, C.O.S. #4147
14.29 Acres
After Adjustment: 15.18 Acres

NW4NE4
SEC. 21

NE4NE4
SEC. 21

SW4NE4
SEC. 21

SE4NW4
SEC. 21

NOTES & LEGEND

The Basis of Bearings for this survey is the North-South mid-section line of Section 21 as labeled on prior Certificates of Survey. Said line bears N00°05'19"E from the Center Section 21 to the southeasterly most corner of Tract 1. Corners monumented as shown hereon.
Easements of sight and record not shown hereon may exist. It is not the intent of this survey to show all easements of record.
Fence lines, roadways, structures and utilities do exist on the subject properties. Be advised that improvements are not shown.

- Indicates a 5/8" diameter rebar, 24" in length, with 2" aluminum cap, inscribed "KENDALL 18576-S", set this survey.
 - Indicates a 2" diameter aluminum cap - Montana Department of Transportation.
 - ✕ Indicates a rebar and cap 9523-S "Henen" found this survey.
 - ◆ Indicates a Section Corner Monument found this survey. Matches current Corner Recordation on file. See description.
 - ⊗ Indicates a 1/2" diameter aluminum cap - Montana Department of Transportation.
 - ⊙ Indicates a 5/8" diameter iron pin - no cap.
 - Indicates a 4"x4" concrete right-of-way marker.
- All measurements shown are as determined by this survey.

CERTIFICATE OF COUNTY TREASURER

I, Jamie Bailey, County Treasurer of Cascade County, Montana do certify that I have examined the records covering the areas encompassed by this Certificate of Survey, and I find no real property taxes assessed or levied on said land are delinquent.

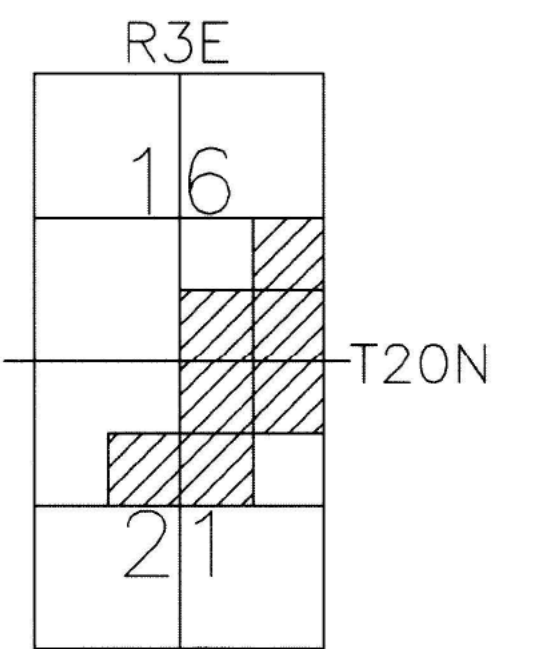
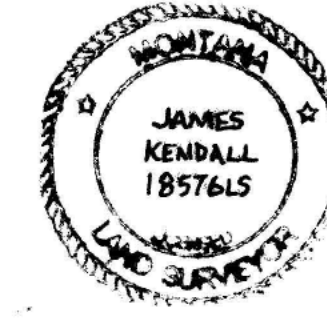
[Signature] 29.18
Jamie Bailey, Treasurer of Cascade County, Montana
By: Casey Wilkinson, Deputy



CERTIFICATE OF SURVEYOR

I, James S. Kendall, a Registered Professional Land Surveyor, Montana License Number 18576-LS, do hereby certify that I have performed the survey shown and described hereon; that survey was completed and all monuments established during November/December 2017; that survey is true and complete as shown and conforms to current Subdivision Regulations and M.C.A.

[Signature] 30 JAN 18
James Scott Kendall, PLS MT Registration No. 18576LS



SHEET 1 of 2

R0351153-55

S-0005142 CS

12:41:48 PM 1/30/2018 12:50:49 PM
Cascade County, Blaine, MT
Kendall Land Surveying, Inc.

KENDALL LAND SURVEYING, INC

GREAT FALLS, MONTANA 59405
406-217-7707

SE1/4 SECTION 16 & N1/2 SECTION 21, T20N, R3E, P.M.M.

SCALE: 1" = 150'
DRAWN BY: JSK
DATE: 05DEC2017

FOUND 3/4" ALUM. CAP (NO CORNER REC FOUND)

SECTION CORNER IS A FOUND 2" DIA. ALUM. CAP ON A 5/8" DIA. REBAR SET INSIDE A 1/4" DIA. IRON PIPE, SAID PIPE BEING ON THE EAST SIDE OF A CONCRETE MDT R.O.W. MARKER

FINDINGS OF FACT/BASIS OF DECISION – ZONING MAP AMENDMENT

Tract 1 of Certificate of Survey #5142, Section 21, T20N, R3E, PMM, Cascade County, Montana, and Tract 2 of Certificate of Survey #5142

PRIMARY REVIEW CRITERIA:

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

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

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

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

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

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

Great Falls is separated into nine Neighborhood Councils. There are no adopted Neighborhood Plans for any of the Councils within the City. The subject properties are located in an area where no Neighborhood Councils exist.

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

The subject properties do not lie within any adopted plan or sub-area planning areas. The proposed improvements for all proposed roads in the development are consistent with City transportation planning documents.

4. The code with the amendment is internally consistent.

The proposed establishment of zoning is not in conflict with any portion of the existing City Code and will be consistent with the adjacent zoning to the north and east. The proposal will not be injurious to the use and enjoyment of other property in the immediate vicinity, nor substantially diminish and impair property values in the neighborhood.

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

There are no existing public health, safety or welfare issues that have been identified for these properties. Street and utility infrastructure have been proposed with consideration of the potential development possibilities of surrounding properties.

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

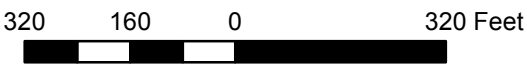
The City has the financial and staffing capability to enforce the amendment if it is approved. The zoning map amendment will only affect the subject properties and they will be developed in a manner consistent with the zoning for this area.

ZONING MAP



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

-  Subject Properties
-  PLI Public Lands and Institutional
-  AI Airport Industrial
-  Tracts of Land





Item: Resolution 10312, Establishing Fees for the Mansfield Center for the Performing Arts at the Civic Center.

From: Owen Grubenhoff, Mansfield Events Manager

Initiated By: Mansfield Events Office

Presented By: Chuck Anderson, Deputy City Manager

Action Requested: Conduct a public hearing on Resolution 10312, Establishing Fees for the Mansfield Center for the Performing Arts at the Civic Center and adopt the Resolution.

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 the City Commission (adopt/deny) Resolution 10312.”

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

Staff Recommendation:

Staff recommends that the City Commission conduct a public hearing on Resolution 10312 and adopt the Resolution for Mansfield Center Fees.

Summary:

The City Commission adopted Resolution 10071 in Apr 2014, and Resolution 10118 in August 2015. When combined, the resolutions authorized the Mansfield event staff to evaluate their facility and ticketing fees on an annual basis, and if prudent, the resolutions enabled them to implement an annual inflationary increase in their fees. The inflationary increase analysis would be validated using data from the Consumer Price Index, U.S. City average, all urban consumers, as published by the Bureau of Labor Statistics of the United States Department of Labor. The last time any adjustment was considered and taken was 2015.

The current fees were reviewed using the criteria above, and it is recommended that the fees should be adjusted to account for inflation. The recommended proposal will increase room rental rates an average of 8%. The proposed increase in the ticketing convenience fee from \$2.00 to

\$4.00 per ticket is an optional fee paid by the customer who desires to make their purchases online. If the customer chooses to purchase their tickets in person at the box office, the fee is avoided.

Room	Current Rate	Recommended Rate	Change
Rainbow	\$60.00	\$75.00	25.00%
Gibson	\$225.00	\$250.00	11.10%
Chambers	\$250.00	\$250.00	0.00%
Missouri	\$500.00	\$600.00	20.00%
Theater	\$1,145.00	\$1,195.00	4.40%
Convention Cntr (no alcohol)	\$1,395.00	\$1,495.00	6.40%
w/alcohol and < 500	\$1,725.00	\$1,795.00	7.10%
w/alcohol and >500	\$1,950.00	\$1,995.00	2.30%
Theater Ticketed	\$950 min	\$950 min	0.00%
Theater Non-Ticketed	\$1,145.00	\$1,195.00	4.30%
		Average Increase	8.06%

The following additional non-room rate changes are also requested:

- Removal of the associated “ticketing requirement” for Convention Center usage or rental except for concerts and sporting events.
- Establishment of a \$50.00 charge for projector use in the Chambers and Gibson Rooms. There is currently no fee associated with this equipment usage in these rooms, and the fee will be used to upgrade the current projectors and the cost for set-up and tear down of the equipment.
- Approve the creation of a new “Wedding Package Fee” that includes use of the Theater stage in conjunction with another room. The fee would be \$500 plus labor.
- Reduce the portable projector rental fee from \$150 to \$75.

Background:

Fees for the Mansfield Theater, Convention Center, Rainbow Room, Missouri Room, Gibson Room, and Commission Chambers were last raised in August 2015, and although they may be raised on an annual basis based on an inflationary factor as stated above, they have not been raised since then. The Bureau of Labor Statistics Consumer Price Index findings reflect there has been an 8.07% increase in average prices since 2015.

The recommendation to increase the ticketing convenience fees is needed to recoup associated costs. In addition to researching the inflationary factor, an analysis was completed with comparable venues in our region. Those ticketing fees are below, and are per each ticket:

- Expo Park - \$12.00
- Metra Park - 13.50
- The Wilma - \$16.92
- Alberta Bair - \$5.00
- Casper Events Center - \$10.00

Fiscal Impact:

The proposed increased rates and fees are needed to achieve a better cost recovery and more closely reflects the true value to of the facilities and the City resources to host the events. The projected revenue from room rental increases is factored to be more than \$5,300, and the increased ticketed convenience fee is projected to raise \$15,000 to \$25,000.

Alternatives:

The City Commission could vote to deny Resolution 10312, the Commission could vote to implement only a portion of the suggested increases in rates/fees, or the Commission could vote to table action on the item to a date certain.

Concurrences:

The Mansfield Advisory Board reviewed and approved these changes at the October 2018 and January 2019 meetings. Also, the proposed changes were reviewed and approved by the City Manager Office, and Mansfield events staff.

Attachments/Exhibits:**Resolution 10312**

Exhibits A-B

Resolutions 10118 and 10071

Advisory Board Minutes Oct 2018

Advisory Board Minutes Jan 2019

RESOLUTION NO. 10312

A RESOLUTION ESTABLISHING FEES FOR THE MANSFIELD CENTER FOR THE PERFORMING ARTS AT THE CIVIC CENTER AND SUPERSEDING RESOLUTIONS 10071 AND 10118

WHEREAS, the Mansfield Center for the Performing Arts serves as a cultural, social and entertainment center for the Great Falls community and north central Montana; and

WHEREAS, The Mansfield Center for the Performing Arts, consists of the Mansfield Theater, Mansfield Convention Center and meeting rooms. The venue provides services – from staffing, to setup and teardown as well as equipment and box office services for an event. Other services provided include professional backstage crew, box office staff, ushers, and staff to sell merchandise as well as high speed internet access and concessions; and

WHEREAS, The Theater seats 1,782 and is adaptable for concerts, ballet, grand opera, road shows, off-Broadway stage productions, travelogues, conventions and lectures. The Convention Center is 15,300 square feet in size and is a venue for conventions, trade shows, meetings, concerts, fundraisers, banquets and wedding receptions; and

WHEREAS, the City Commission adopted Resolutions 10071, “A Resolution Establishing Fees for the Mansfield Center for the Performing Arts at the Civic Center, Superseding Fees Set Forth in Resolution 10053” on April 15, 2015, and Resolution 10118, “A Resolution Amending Resolution 10071, Revising the Mansfield Box Office Ticketing Services Language” on August 18, 2015; and

WHEREAS, having considered the cost of operation, administration and services offered for the Mansfield Theater, Mansfield Convention Center, Missouri Room, Gibson Room, and Box Office, it was deemed necessary and appropriate to adjust fees associated with these operations to reduce support from the General Fund.

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

- (1) Rental and Box Office Fees for the Mansfield Theater, Mansfield Convention Center, Missouri Room, Gibson Room, and Rainbow Room are adopted as set forth in Exhibit “A” attached hereto.
- (2) Equipment Rental Fees are adopted as set forth in Exhibit “B” attached hereto.
- (3) The fees set forth in Exhibits A and B attached to Resolution 10312 shall become effective upon adoption, superseding the fees set forth in Resolutions 10071 and 10118.

BE IT FURTHER RESOLVED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, THAT:

Staff from the Mansfield Performing Arts Center, in conjunction with the City Manager’s Office, shall evaluate these fees on an annual basis beginning in calendar 2020, but no later than April 1 of that year and each successive year, and may implement an annual inflationary increase in these fees using the Consumer Price Index, U.S. City average, all urban consumers, as published

by the Bureau of Labor Statistics of the United States Department of Labor. Nothing in this Resolution shall prevent staff from making recommendations at any time to the City Commission for fee changes based upon other considerations.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, September 3, 2019.

Bob Kelly, Mayor

ATTEST:

Lisa Kunz, City Clerk

(CITY SEAL)

APPROVED FOR LEGAL CONTENT:

Sara R. Sexe, City Attorney

Exhibit "A" To Resolution

Mansfield Convention Center*	<u>Current Fees</u>	<u>Proposed Fees</u>
Attendance over 500	\$1,950	\$1,995
Attendance 500 and under	\$1,725	\$1,795
Non-alcohol event	\$1,395	\$1,495
Backstage	\$880	\$895
Set-up or tear-down day (Must be consecutive hrs)	\$100/hr minimum \$200 No Maximum	No Change
Walk-in cooler for set-up day	\$250 (Included w/\$800 or more)	No Change (Included w/\$400 or more)
Merchandising fee	20% of gross	No Change

* Maximum of 16 hrs that must be consecutive and between 7am and 1:30am. Additional hours are \$100/hour

Box Office Services and Convention Center

Use of Mansfield Box Office	5% of gross	Optional except concerts and sporting events
Minimum/Cap	\$300/\$2,300	No Change
Plus additional per ticket fee	\$2/ticket	No Change

Missouri Room*	<u>Current Fees</u>	<u>Proposed Fees</u>
Event day	\$500	\$600
Set-up/tear-down day	\$250	\$300

* Maximum of 14 hrs that must be consecutive and between 7am and 12:30am. Additional hours are \$50/hour

* Rent is \$500 when used in conjunction with the theater as a dressing room.

Rainbow or Ryan Room	<u>Current Fees</u>	<u>Proposed Fees</u>
Week day	\$60	\$75
Weekend day	\$155	\$160

Gibson Room *	<u>Current Fees</u>	<u>Proposed Fees</u>
Event day	\$225	\$250

* Maximum of 12 hrs that must be consecutive and between 7am and 1:30am. Additional hours are \$50/hour

Commission Chambers	<u>Current Fees</u>	<u>Proposed Fees</u>
Event day	\$250	No Change

*Rent is \$125 when used in conjunction with the theater as a dressing room.

Holiday rates	\$385 additional charge	No Change
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Discount: A 15% discount may apply to multiple-room or multiple-day rentals. Discount may only be applied to full room rental rates.

Mansfield Theater	<u>Current Fees</u>	<u>Proposed Fees</u>
Performance	8% of gross	No Change
Box Office Fee	\$1.50	No Change
Facility Surcharge	\$0.50/ticket	No Change
Convenience Fee	\$2.00	\$4.00
Minimum/Cap	\$950/\$4335	No Change

Event w/out ticketing	\$1,145	\$1,195
Wedding	None	\$500 plus hourly rate and labor(2hr min)
Setup/Tear Down Day	\$475	\$495
Credit Card Fee	3% Or as allowed by law	4% Or as allowed by law

Mansfield Box Office Ticketing Services

The use of the Mansfield Box Office is required for all events held in the Mansfield Theater. The use of the Mansfield Box Office is required for all concerts and sporting events held in the Convention Center. Promoters located outside the State of Montana, are required to use the Mansfield Box Office for all publicly ticketed events held at the Mansfield Center for the Performing Arts. The Mansfield Box Office retains exclusive rights to all internet sales for events held in the Mansfield Theater. The use of the Mansfield Box Office is not required for events being held in the Commission Chambers, Gibson Room, Missouri Room or any of the smaller meeting rooms. Ticketing fees are in addition to room rental fees.

** The City reserves the right to require the sponsoring organization to use the Mansfield Box Office if a competing ticket outlet or location is used for ticket sales. However, tickets can be sold by the sponsoring organization.*

**RESOLUTION 10312 EXHIBIT
B**

FISCAL YEAR 2018 (July 2017 - June 2018)

CONTRACT #	EVENT DATE(s)	PERMIT HOLDER	Est Attn# #	ROOM(S)	2018	Increased Amount
18-01	9/9/17	Swartz Reception	150	Missouri Room	\$500.00	\$600.00
18-3	8/2/17	MT Coaches BBQ	800	Convention Center	\$1,950.00	\$1,995.00
18-4	10/4-5/17	Benefis Employee Banquet	600	Convention Center	\$1,950.00	\$1,995.00
18-5	8/12/17	Pimperton Reception	350	Convention Center	\$1,725.00	\$1,800.00
18-6	8/12/17	King Reception	200	Missouri Room	\$500.00	\$600.00
18-7	8/5/17	Benefis Employee Picnic	1000	Convention Center	\$1,950.00	\$1,995.00
18-8	7/28 or 7/29/17	Nursing Graduation	300	Missouri Room	\$500.00	\$600.00
18-17	4/28/18	12 Step Study	150	Missouri Room	\$500.00	\$600.00
18-19	3/15-17/18	Studio 706	300	Gibson Room	\$450.00	\$500.00
18-20	9/9/17	Russell Movie	1000	Theater	\$1,145.00	\$1,195.00
18-21	8/21/17	Life Line Screening	50	Gibson Room	\$225.00	\$250.00
18-22	11/18/17	Great Falls High Prom	399	Convention Center	\$1,395.00	\$1,495.00
18-23	7/15/17	Conradi Reception	240	Missouri Room	\$500.00	\$600.00
18-24	9/27/17	Montana League of Cities and Towns (MLCT)	300	Missouri Room	\$500.00	\$600.00
18-26	7/10-14/17	Opportunities Inc	120	Missouri Room	\$2,000.00	\$2,400.00
18-27	8/5/17	Hallie Noland - Bridal Shower	40	Gibson Room	\$225.00	\$250.00
18-38	11/9/17	Symphony School Concert Fall	1500	Theater	\$1,145.00	\$1,195.00
18-39	4/12/18	Symphony School Concert Spring	1500	Theater	\$1,145.00	\$1,195.00
18-46	7/29/17	Great Falls High 40th Reunion	150	Convention Center	\$1,725.00	\$1,800.00
18-47	8/3/17	Schmidt Wedding Reception	65	Gibson Room	\$225.00	\$250.00
18-48	9/5-7/17	Opportunities Inc	120	Missouri Room	\$1,500.00	\$1,800.00
18-50	8/19/17	Dustin Utley, c/o Croxford Funeral Home & Crematory, Inc.	150	Missouri Room	\$500.00	\$600.00
18-53	1/17-18/18	Pork Producers	200	Convention Center	\$1,725.00	\$1,800.00
18-54	12/7-9/17	Organic Farmers Association	200	Convention Center	\$6,020.00	\$6,345.00
18-55	10/19-20/17	Montana Downtown Conference	120	Missouri Room	\$500.00	\$600.00
18-56	9/30/17	MT Amateur Hockey Association	150	Rainbow/Chambers/Missouri/Gibson	\$1,035.00	\$1,175.00
18-57	12/2/17	Tara Livingston 16th Birthday Party	40	Gibson Room	\$225.00	\$250.00
18-58	12/15/17	Loebro Christmas Party	200	Missouri Room	\$500.00	\$600.00
18-59	10/14/17	Holy Spirit	399	Convention Center	\$1,725.00	\$1,800.00
18-60	10/6/17	Johnson Birthday Party	40	Gibson Room	\$225.00	\$250.00
18-61	5/15/18	Griz BBQ	800	Convention Center	\$1,950.00	\$1,995.00
18-63	4/14/18	Central Catholic High School	399	Convention Center	\$1,725.00	\$1,800.00
18-64	10/30/17	Smith River Meeting (DEQ)	300	Missouri Room	\$500.00	\$600.00
18-66	4/21/18	Salute to Women	240	Missouri Room	\$500.00	\$600.00
18-67	1/20-21/18	Grand Style Productions Bridal Show	500	Convention Center	\$2,790.00	\$2,990.00
18-68	11/9/17	Spirit of Women	240	Missouri Room	\$500.00	\$600.00
18-69	4/20/17	GF Public Schools MIOSM	1200	Theater & Convention Center	\$1,145.00	\$1,195.00
18-70	12/5-6/17	Cascade County Tavern Association	499	Convention Center	\$1,950.00	\$1,995.00
18-71	6/7-10/18	Beer and Gear	1200	Convention Center	\$3,675.00	\$3,795.00
18-72	12/1-2/17	MANG	750	Convention Center	\$1,395.00	\$1,495.00
18-73	12/11/17	CMR Holiday Concert	700	Convention Center	\$1,145.00	\$1,195.00
18-74	12/23-24/17	Faith Center Christmas	2200	Theater & Gibson	\$1,145.00	\$1,195.00
18-75	3/31-4/1/18	Faith Center Easter	2800	Theater & Gibson	\$1,145.00	\$1,195.00
18-76	4/6-7/18	Rocky Mountain Elk Foundation(RMEF)	399	Convention Center	\$1,725.00	\$1,800.00
18-77	4/17/18	Lewis and Clark Trail Mixer	399	Convention Center	\$1,725.00	\$1,800.00
18-78	4/16/18	Great Falls Rescue Mission	499	Convention Center	\$1,395.00	\$1,495.00
18-79	5/24/18	MT Federal Credit Union	800	Convention Center	\$1,395.00	\$1,495.00
18-80	6/2/17	Osterman Reception	240	Missouri Room	\$500.00	\$600.00
18-81	12/6/17	Produce Safety Training	20	Rainbow Room	\$60.00	\$75.00
18-82	3/24/18	CMR Highschool Prom	800	Convention Center	\$1,395.00	\$1,495.00
18-83	3/31/18	Giant Springs Congregation	185	Missouri Room	\$500.00	\$600.00

18-84	4/10/18	Benefis Volunteer Banquet	499	Convention Center	\$1,725.00	\$1,800.00
18-85	12/5/17	Slaughterhouse public meeting	240	Missouri Room	\$500.00	\$600.00
18-87	5/10-14/18	Benefis Mayfaire	680	Convention Center	\$1,950.00	\$1,995.00
18-88	3/10-11/18	Sheer Elite	150	Theater/Missouri/Gibson	\$2,370.00	\$2,645.00
18-89	5/17-19/18	Miss Linda's	573	Theater, Missouri, Gibson, Rainbow	\$1,345.00	\$1,600.00
18-91	2/26/18	Timeless Seeds	60	Gibson Room	\$225.00	\$250.00
18-92	5/4/18	MSU Pinning Ceremony	200	Missouri Room	\$500.00	\$600.00
18-93	1/27/18	Edward Jones	240	Missouri Room	\$500.00	\$600.00
18-94	1/2/18	Opportunities Inc	50	Missouri Room	\$500.00	\$600.00
18-95	4/28/18	Mule Deer Foundation	299	Convention Center	\$1,725.00	\$1,800.00
18-96	3/11-19/18	The Russell	2500	Convention Center/Theater/Missouri Room	\$10,585.00	\$11,280.00
18-98	3/2/18	LOCASH - Concert	1200	Center	\$1,725.00	\$1,800.00
18-99	2-26 & 3-5/18	Tokenud & McCarty Meeting	10	Rainbow room	\$120.00	\$150.00
18-100	1/31-2-1/18	Farmers Business Network	150	Convention Center	\$2,225.00	\$2,400.00
18-102	4/19-20/18	Pro-Build	350	Convention Center	\$1,725.00	\$1,800.00
18-103	6/26-27/18	Great Falls Munciple Band (Muni Band)	650	Convention Center	\$1,395.00	\$1,495.00
18-104	4/14/18	Slaughterhouse public meeting	240	Convention Center	\$500.00	\$600.00
18-105	2/20/18	Montana State AFL-CIO	20	Gibson Room	\$225.00	\$250.00
18-106	5/1/18	RSVP Lunch - United Way	175	Missouri Room	\$500.00	\$600.00
18-107	3/23/18	Opportunities Inc	120	Missouri Room	\$500.00	\$600.00
18-111	6/6/18	State of Montana Local Government Training	35	Gibson Room	\$225.00	\$250.00
18-113	6/18/18	Hausman Memorial Service	60	Gibson Room	\$225.00	\$250.00
18-114	6/18/19	Evershed-Sutherland Law firm	10	Rainbow Room	\$120.00	\$150.00
					\$95,898.00	\$101,260.00

	Old	New	
Rainbow	\$60.00	\$75.00	25.00%
Gibson	\$225.00	\$250.00	11.10%
Chambers	\$250.00	\$250.00	0.00%
Missouri	\$500.00	\$600.00	20.00%
Theater	\$1,145.00	\$1,195.00	4.40%
Convention Cent	\$1,395.00	\$1,495.00	6.40%
	\$1,725.00	\$1,795.00	7.10%
	\$1,950.00	\$1,995.00	2.30%
Theater Tickete	\$950 min	\$950 min	0.00%
ater Non-Ticket	\$1,145.00	\$1,195.00	4.30%
			8.06%

Average Increase

**Equipment Rental Fees
Updated January 2019**

	EQUIPMENT (optional)	FEE
Linens		
	60" Round Linen	\$2.50 ea
	8' Banquet Linen	\$2.50 ea
	13' Table Skirting	\$16.00 ea
	*Note: 1 free Table Skirt for every 20 Table Linens rented	
Pipe/Drape		
	Up to 210 linear ft. included in rental***	No Charge
	Pipe & Drape above 210 linear ft. usage	\$1/ft
	Outside rental	\$3/ft
	***Dependant on availability	
Audio Visual		
	Portable Sound System w/up to 3 mics	\$75
	Additional mics	\$25
	Da-Lite Fast-Fold Truss Frame Movie Screen 16' tall X 27'6" wide (included w/Theater)	\$350
	LCD Projector	\$150
	Screen (9'x9' freestanding)	\$50
	USA Flag	No Charge
	Montana Flag	No Charge
	Table Lectern	No Charge
	Standing Podium	No Charge
	Flip Chart	\$7.00
	Standing Easel (metal) (flipchart attachment avail.)	No Charge
	Standing Easel (oak)	No Charge

**\$75
\$75
Remove
Remove
Remove**

	Table Top Easels	No Charge
	Projector in Gibson and Chambers	\$50.00
Miscellaneous		
	Regular/Decaffinated Coffee (5-gal coffee service)*	\$60
	Regular/Decaffinated Coffee (22 cup pot coffee service)*	\$25
	Herbal/Black Tea*	\$25
	Bottle Water	\$1/bottle
	Coffee Pots	\$10/cleaning fee
	Misses Tea Maker	\$10/cleaning fee
	Exterior Dumpsters	Cost + 15%
	Garbage Cans (95-gallon)	Cost + 15%
	Garbage Cans (30-gal.) (CC/MR/GR)	No Charge
	Caterer's Carts	\$10/cleaning fee
	Clothed Movable Hard Panels (Convention Center only)	No Charge
	Stantions (included w/Theater)	\$2/stantion
	4'x8' Risers (Up to 6 available)	\$25/riser
	Stage Alterations (CC)	\$150min/\$300max
	Tables (Quantities Per Above, Rental to Other Rooms if Available)	\$12/table
	Buddy Bars (Rental to Other Rooms if Available)	\$12/table
	Chairs (Quantities Per Above, Rental to Other Rooms if Available)	\$3/chair
	Piano (included with Theater rent)	\$50
	Piano Tuning	Cost+15% administrative fee

\$5/stantion

RESOLUTION NO. 10118

A RESOLUTION AMENDING RESOLUTION 10071, REVISING THE MANSFIELD BOX OFFICE TICKETING SERVICES LANGUAGE

WHEREAS, the Mansfield Center for the Performing Arts serves as a cultural, social and entertainment center for the Great Falls community and north central Montana; and

WHEREAS, The Mansfield Center for the Performing Arts, consists of the Mansfield Theater, Mansfield Convention Center and meeting rooms. The venue provides services – from staffing, to setup and teardown as well as equipment and box office services for an event. Other services provided include professional backstage crew, box office staff, ushers, and staff to sell merchandise as well as high speed internet access and concessions; and

WHEREAS, The Theater seats 1,782 and is adaptable for such events as concerts, ballet, grand opera, road shows, off-Broadway stage productions, travelogues, conventions and lectures. The Convention Center is 15,300 square feet in size and is a venue for events such as conventions, trade shows, meetings, concerts, fundraisers, banquets and wedding receptions; and

WHEREAS, the City Commission adopted Resolutions 10071, “A Resolution Establishing Fees for the Mansfield Center for the Performing Arts at the Civic Center, Superseding Fees Set Forth in the Attached Exhibits to Resolution No. 10053,” on April 15, 2014; and

WHEREAS, in an effort to increase the usage of the Convention Center, attract more clients and increase revenue, staff has been reviewing the *Mansfield Box Office Ticketing Services* language. Resolution 10071 required that the Mansfield Box Office be used for all ticketed events held at the Mansfield Center for Performing Arts. Previously the use of the Mansfield Box Office was only required for events in the theater. The goal was to not only book more events at the MCPA, but by requiring the use of the Mansfield Box Office, increase revenue for the facility. However, there is concern that this new requirement may have been a deterrent for potential users, specifically those considering renting the convention center or other meeting rooms; and

WHEREAS, it is staff’s goal to increase the usage of the Mansfield Center for the Performing Arts and Mansfield Box Office whenever possible; however there may be times when the usage of the box office does not make sense or is not practical. In developing the revised *Mansfield Box Office Ticketing Services* language, staff contacted comparable event facilities throughout the state and region, talked with clients and reviewed past event history. The Commission believes that staff has developed a flexible and fair policy that addresses a wide range of needs. Events in the theater will continue to be required to use the Mansfield Box Office; this transition began back in 2006.

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

- (1) The *Mansfield Box Office Ticketing Services* language be revised; and, the Rental and Box Office Fees for the Mansfield Theater, Mansfield Convention Center, Missouri Room, Gibson Room, Rainbow Room, and Ryan Room remain the same, all as set forth in Exhibit “A” attached hereto.

- (2) Equipment Rental Fees remain the same as set forth in Exhibit “B” attached hereto.
- (3) Staff from the Mansfield Performing Arts Center, in conjunction with the City Manager’s Office, shall evaluate these fees on an annual basis, but no later than April 1 of that year and each successive year, and may implement an annual inflationary increase in these fees using the Consumer Price Index, U.S. City average, all urban consumers, as published by the Bureau of Labor Statistics of the United States Department of Labor. Nothing in this Resolution shall prevent staff from making recommendations at any time to the City Commission for fee changes based upon other considerations.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, August 18, 2015.

Michael J. Winters, Mayor

ATTEST:

Lucy Hallett, Deputy City Clerk

(CITY SEAL)

APPROVED FOR LEGAL CONTENT:

Sara Sexe, City Attorney

RESOLUTION NO. 10071

A RESOLUTION ESTABLISHING FEES FOR THE MANSFIELD CENTER FOR THE PERFORMING ARTS AT THE CIVIC CENTER, SUPERSEDING FEES SET FORTH IN THE ATTACHED EXHIBITS TO RESOLUTION NO. 10053

WHEREAS, the Mansfield Center for the Performing Arts serves as a cultural, social and entertainment center for the Great Falls community and north central Montana; and

WHEREAS, The Mansfield Center for the Performing Arts, consists of the Mansfield Theater, Mansfield Convention Center and meeting rooms. The venue provides services – from staffing, to setup and teardown as well as equipment and box office services for an event. Other services provided include professional backstage crew, box office staff, ushers, and staff to sell merchandise as well as high speed internet access and concessions; and

WHEREAS, The Theater seats 1,782 and is adaptable for concerts, ballet, grand opera, road shows, off-Broadway stage productions, travelogues, conventions and lectures. The Convention Center is 15,300 square feet in size and is a venue for conventions, trade shows, meetings, concerts, fundraisers, banquets and wedding receptions; and

WHEREAS, the City Commission adopted Resolutions 9829, “A Resolution to Establish Fees for Mansfield Center for the Performing Arts at the Civic Center” on May 19, 2009, and Resolution 9549, “A Resolution Adopting New Rates and Fees for the Mansfield Events & Mansfield Box Office” on April 18, 2006; and

WHEREAS, having considered the cost of operation, administration and services offered for the Mansfield Theater, Mansfield Convention Center, Missouri Room, Gibson Room, Ryan Room, and Box Office, it was deemed necessary and appropriate to adjust fees associated with these operations. The City Commission adopted Resolution 10053 on February 18, 2014, setting forth a new fee structure for the Mansfield Center for the Performing Arts. At that time, the City Commission acknowledged concerns from the public about some of the proposed fees, and invited interested parties to offer any fiscally sound alternatives that would address those concerns, without defeating the intent of Resolution 10053 to reduce reliance upon general fund revenues to support activities at the Mansfield; and

WHEREAS; since that time, City staff and the Chair of the Mansfield Center for the Performing Arts Advisory Board have worked closely to review the new fee structure, evaluate revenue estimates, and have made changes that provide clarification consistent with Commission direction.

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

- (1) Rental and Box Office Fees for the Mansfield Theater, Mansfield Convention Center, Missouri Room, Gibson Room, Rainbow Room, and Ryan Room are adopted as set forth in Exhibit “A” attached hereto.
- (2) Equipment Rental Fees are adopted as set forth in Exhibit “B” attached hereto.

- (3) The fees set forth in Exhibits A and B attached to Resolution 10071 shall become effective upon adoption, superseding the fees set forth in the exhibits attached to Resolution 10053 adopted February 18, 2014.

BE IT FURTHER RESOLVED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, THAT:

Staff from the Mansfield Performing Arts Center, in conjunction with the City Manager's Office, shall evaluate these fees on an annual basis beginning in calendar 2015, but no later than April 1 of that year and each successive year, and may implement an annual inflationary increase in these fees using the Consumer Price Index, U.S. City average, all urban consumers, as published by the Bureau of Labor Statistics of the United States Department of Labor. Nothing in this Resolution shall prevent staff from making recommendations at any time to the City Commission for fee changes based upon other considerations.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, April 15, 2014.

Michael J. Winters, Mayor

ATTEST:

Lisa Kunz, City Clerk

(CITY SEAL)

APPROVED FOR LEGAL CONTENT:

Sara Sexe, City Attorney



ADVISORY BOARD

-- REGULAR MEETING --

Friday, October 19, 2018

Great Falls Civic Center Rainbow Room

Call to Order: 12:09 p.m.

ROLL CALL

Advisory Board Members Present: Patty Myers, Nancy Clark, Kelly Manzer, Christine Horton

Advisory Board Members Absent: Carl Donovan, Grant Harville, Allen Lanning

City Staff Present: Owen Grubenhoff, Mansfield Events Manager; Kyleigh Heims, Mansfield Events Specialist

INTRODUCTIONS

Christine Horton, the Marketing and Events Manager at the C. M. Russell Gallery, was introduced as a new board member. New staff member, Kyleigh Heims, was also introduced.

OLD BUSINESS

Minutes

Chairman Myers noted her name was spelled wrong in previous minutes. That correction will be made. As there were no other corrections, the minutes were approved and will be filed.

NEW BUSINESS

2018-2019 Fees

Chairman Myers brought up cost comparison in the fee structure. Staff member Grubenhoff explained his proposition for room increase and additional ways for making profits. First, we would like to remove the ticketing requirement for the Convention Center so long as it is not a concert or sporting event. Next we would like to add a \$50 fee to use the projectors in the Gibson Room and Chambers Commerce Room. In addition to that we would like to drop the projector fee in the Convention Center and Missouri Room to \$75 from the \$150 it is currently at. Staff member Grubenhoff also brought in the idea to hold weddings in the Theater in conjunction with another room. Staff member Grubenhoff proposed a fee of \$500 plus labor. Lastly, there has been talk about raising the convenience from \$2.00 per tickets purchased over the phone or online to \$4.00 per ticket. Chairman Myers asked for a motion to raise the convenience fee from \$2.00 to \$4.00. A motion was made by Board member Clark and seconded by Board member Manzer to raise the convenience fee to \$4.00. The motion was passed by a unanimous vote.

Report on July/August/September Events

Read by staff member Kyleigh Heims.

Theater Construction Update


The projection booth remodel, involving new electrical and larger windows, has been completed. The spot lights now fit inside the room and we have space for one more. The fly system ropes have also been replaced.


Public Comment

Staff member Grubenhoff informed the board that the state of Montana has a beer and wine license obtainable by non-profit arts organizations. He is going to present that information to the Mansfield Foundation.

Adjournment

There being no further business to come before the Mansfield Center for the Performing Arts Advisory Board, Board Member Myers moved, Board Member Clark seconded to adjourn the regular meeting of October, 2018, at 1:58 p.m. Motion passed unanimously.


Patty Myers, Chairman


Kyleigh Heims, Secretary

Minutes Approved:



ADVISORY BOARD

-- REGULAR MEETING --

Friday, January 25, 2019

Great Falls Civic Center Rainbow Room

Call to Order: 12:10 p.m.

ROLL CALL

Advisory Board Members Present: Patty Myers, Nancy Clark, Kelly Manzer, Grant Harville, Christine Horton

City Staff Present: Owen Grubenhoff, Mansfield Events Manager; Kyleigh Heims, Mansfield Events Specialist

Pubic Present: Jenn Rowell, journalist for The Electric; Larry Gomoll

OLD BUSINESS

Minutes

Having no corrections or additions the minutes were approved and will be filled.

NEW BUSINESS

Strategies for additional revenue

Owen Grubenhoff has created a new fee structure for the Mansfield. It will need to be approved by deputy city manager Chuck Anderson before it is submitted to the Commission. The new fee structure will raise prices for rentals and potentially add a wedding package. Owen has also been doing some research on hosting movies in the theater. The roadblock is that the screen cannot stay up, and the cost is around \$500 to put it up and take it back down.

Report on November and December Events

Read by Staff member Kyleigh Heims.

Term renewals and new member recruitment

Larry Gomoll has applied for reappointment. Chairman Myers called for a motion to be made to vote for his reappointment. Motion was moved by Board Member Manzer. Board Member Clark seconded the motion and it was passed.

Public Comment

There was none.

Adjournment

There being no further business to come before the Mansfield Center for the Performing Arts Advisory Board, Chairman Myers called for a motion to adjourn. Motion was moved by Board Member Grant Harville. Board Member Clark seconded the motion and was passed at 1:00 p.m. The next regular meeting is scheduled for February 15th, at 12:00 pm.

A black rectangular redaction box covers the signature of Patty Myers.

Patty Myers, Chairman

A black rectangular redaction box covers the signature of Kyleigh Heims.

Kyleigh Heims, Secretary

Minutes Approved:



Item: Amendment of Contract to Allow for Addition of Construction Project: Public Works Equipment Storage Building No. 1 Repair - O.F. 1744.0

From: Engineering Division

Initiated By: Public Works Department

Presented By: Jim Rearden, Public Works Director

Action Requested: Amend a Contract to Allow for Addition of Construction Project: Public Works Equipment Storage Building No. 1 Repair - O.F. 1744.0

Suggested Motion:

1. Commissioner moves:

“I move the City Commission:

- a. (amend/not amend) an existing contract with the lowest bidder to Allow for Addition of Construction Project: Public Works Equipment Storage Building No. 1 Repair - O.F. 1744.0, without formal advertising and bidding,
- b. (declare/not declare) the amendment to be necessitated by an emergency situation under the provisions of Montana Code Annotated 7-5-4303 and 7-5-4308, and
- c. (authorize/not authorize) the City Manager to execute all necessary documents.”

2. Mayor requests a second to the motion, public comment, Commission discussion, and calls for the vote. (Requires affirmative vote of three-fourths of the members present at the meeting.)

Staff Recommendation: Approve amendment of an existing construction contract to Allow for Addition of Construction Project: Public Works Equipment Storage Building No. 1 Repair - O.F. 1744.0, thus declaring the amendment to be necessitated by an emergency situation under Montana Code Annotated 7-5-4303 and 7-5-4308 and authorize the City Manager to execute all necessary documents.

Summary

Significant Impacts

Equipment Storage Building No. 1 was severely damaged by an equipment and building fire in February. The Public Works Department depends on this heated building for storage and protection of equipment and materials from freezing conditions. Since the incident, the City indemnity carrier, the Montana Municipal Insurance Authority, and City staff have been jointly working with an engineer, industrial hygienist, contractors and a restoration company to perform testing, damage and loss assessments and

cleanup of fire debris and residue. The City has also retained Nelson Architects, who is currently contracted for architectural services for other Public Works facilities, to identify a work scope and prepare plans and specifications for restoration of Storage Building No. 1.

Mont. Code Ann. § 7-5-4303 exempts bidding and advertising in the case of emergencies such as caused by fire. Additionally, § 7-5-4308 allows the Commission to alter or amend plans of a contract when necessary. Due to the extended time associated with the initial fire investigation and assessment process, City staff recognized that, with the upcoming fall and winter weather, proposals for the repair of the building needed to be solicited as soon as possible, to allow for the urgent necessary repair of the building.

Two contractors, EJ Carpentry, LLC and James Talcott Construction, Inc. are currently contracted with the City for building improvements being performed in the same area where Equipment Storage Building No.1 is located. These companies already have mobilized equipment on the Public Works campus, and have in place existing publicly bid contracts, with the associated necessary bonding and insurance coverages. Staff determined that to best meet the emergency situation and serve the public interest, that staff would solicit proposals from these two contractors for an amendment to the prices, scope of work, and bonding requirements of the existing contracts, under the code provisions referred to above.

Citizen Participation

The construction activity associated with this contract amendment will have little impact on Citizen's access to Public Works Facilities for standard services offered in these buildings.

Workload Impacts

The ability to complete the project by the end of October will be one of the primary requirements of the proposal contract. Project management and inspection will be handled by the City staff and Nelson Architects.

Purpose

Amending the existing contract, and exempting the project from public advertising and bidding on an emergency basis, will provide the City with a better opportunity for completing the project during this construction season and avoid the need and cost for temporary heated storage for existing equipment and materials.

Project Work Scope

The project will salvage a majority of the structural steel components, foundation, floor and most overhead doors. Fire damaged components including the roofing, siding, insulation, mechanical, electrical, lighting, and some overhead door components will be replaced.

Evaluation and Selection Process

Proposals were solicited from two experienced and qualified building contractors, providing the City and the City's indemnity carrier (MMIA) with the opportunity for competitive cost proposals. The basis of accepting a proposal will be based on lowest cost, ability to complete the work in the contract time frame identified.

EJ Carpentry, LLC and James Talcott Construction, Inc. have been requested to provide bids for the additional work, and the City will award to the lowest responsible bidder. The City Commission is being asked to allow City staff to prepare an amendment to the existing contract with the lowest responsible bidder, to allow changes, in the price, scope of work, bonding and other necessary requirements, in consideration of the addition of the urgently needed repairs for Building No. 1.

Conclusion

Staff believes circumstances associated with the fire along with the significant need for this facility and the time of year conforms to the State statutes recited above.

Fiscal Impact: The replacement cost of the fire damaged building components will be indemnified by the MMIA. Additional cost above the indemnification amount will be funded through City's Street Facility Fund.

Alternatives: City Commission could vote to deny the exemption of public advertising and bidding and solicitation of proposals from existing City contracts and require the standard public bidding process or cancel the project. With either alternative, staff would have to locate temporary heated storage for existing equipment and materials.

Attachment: Interim City Engineer Memo dated August 19, 2019

CITY OF GREAT FALLS, MONTANA

Public Works/Engineering

INTEROFFICE MEMORANDUM

TO: Sara Sexe, City Attorney

DATE: August 19, 2019

FROM: Jim Young, Interim City Engineer

JY

SUBJECT: Public Works Equipment Storage Building No. 1 Repair - O.F. 1744

Sara:

Following up on our discussion last Thursday regarding the contracting for the repair of Public Work's fire damaged building. As was explained, the Public Works Department will need the use of this heated facility later this fall for the storage of various temperature sensitive equipment and materials. Since the fire occurred last February, the City's indemnity carrier (Montana Municipal Insurance Authority) has been assessing damage and contracting for the testing and cleanup of fire related debris and residue. Furthermore, the City has retained Nelson Architects to prepare plans and specifications for the repair of the facility. Service Master is just finishing up the restoration work for the MMIA while Nelson Architects is close to completing plans and specifications for repair of the building. The main structural components of the building and floor and foundation will be mostly salvaged, however the roofing, siding, insulation, unit heaters, lighting, electrical, and one overhead door will need to be replaced. Due to the length of time associated with this initial investigation process, public advertising, bidding and award, we propose negotiating with two contractors (EJ Carpentry, LLC and James Talcott Construction Inc.) who are currently contracted with the City for building improvements being constructed near the area where the fire damaged building is located. We also propose that if the negotiation with one of these contractors was successful, that the negotiated work scope and cost be added as an amendment to the existing contract with the selected contractor. Since both contractors are qualified and experienced with this type of work, the primary factors in determining a successful negotiation would be completion time and cost.

Montana Code Annotated 7-5-4303 exempts bidding and advertising in the case of emergencies such as caused by fire, additionally 7-5-4308 allows for the Commission to alter or amend plans of a contract when necessary. We believe this situation conforms to the intent of these sections and request your authorization to present a request to the City Commission for their approval.

JBY/jby

cc: Greg Doyon, City Manager
Melissa Kinzler, Fiscal Services Director
Jim Rearden, Public Works Director
Kenny Jorgenson, Street Manager
O.F. 1744.030



Agenda #: 21

Commission Meeting Date: September 3, 2019

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Ordinance 3208, “An Ordinance Amending Title 2, Chapter 3, Section 030, of The Official Code of the City of Great Falls (OCCGF), Pertaining to the Municipal Court Judge.”

From: Legal Department

Initiated By: Municipal Court

Presented By: Sara R. Sexe, City Attorney

Action Requested: Adopt Ordinance 3208 on second reading.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (adopt/not adopt) Ordinance 3208.”

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

Staff Recommendation:

Staff recommends that the City Commission adopt Ordinance 3208 on second reading.

Background:

On July 16, 2019, the City Commission adopted the 2019-2020 fiscal year budget. Included in the budget was a compensation package for a part-time Assistant Municipal Court Judge to begin an appointed term of office January 1, 2020.

Pursuant to Mont. Code Ann. § 3-6-201, the number of Municipal Court Judges must be set by Ordinance adopted by the governing body. The elected Municipal Court may appoint a properly qualified part-time Municipal Court Judge to serve during the elected Judge’s term of office. *Id.* at (6). An order by a part-time Assistant Judge has the same force and effect as an order of the elected Municipal Court Judge. *Id.*

The Ordinance under consideration would amend OCCGF § 2.3.030 to establish qualifications of, and regulations pertaining to, the newly approved part-time Assistant Municipal Court Judge. The adoption of this Ordinance will fulfill the requirements of Mont. Code Ann. § 3-6-201 and allow Great Falls Municipal Court Judge Steven Bolstad to appoint an Assistant Municipal Court Judge who will be qualified and ready to serve before the January 1 start date. The Ordinance also makes minor grammatical changes to previously adopted language to be clearer and more consistent with other OCCGF provisions.

Ordinance 3208 was accepted unanimously on first reading by the four Commissioners present at the meeting. There was no public comment or Commission discussion. During the August 20, 2019 Commission work session, Commissioner Robinson asked if it was legal for the elected Municipal Court Judge to appoint a part-time Assistant Judge. The Commission was informed that pursuant to Mont. Code Ann. Title 3, Chapter 6, Part 2, the elected Judge may appoint a part-time Assistant Judge. However, if the Commission were to approve another full-time Municipal Court Judge, that Judge would also have to be elected.

Fiscal Impact:

Adoption of Ordinance 3208 has no fiscal impact. However, the total approved compensation package for the Assistant Municipal Court Judge for fiscal year 2019-2020 is \$23,188.

Alternatives:

The City Commission could vote to not adopt Ordinance 3208. However, this would substantially delay the appointment of the previously approved Assistant Municipal Court Judge.

Concurrences:

Great Falls Municipal Court
City Manager's Office
City Clerk

Attachments/Exhibits:

Ordinance 3208
Ord. 3208 Exhibit "A"

ORDINANCE 3208

AN ORDINANCE AMENDING TITLE 2, CHAPTER 3, SECTION 030, OF THE OFFICIAL CODE OF THE CITY OF GREAT FALLS (OCCGF), PERTAINING TO THE MUNICIPAL COURT JUDGE.

* * * * *

WHEREAS, the City Commission established Title 2, Chapter 3, of the OCCGF outlining provisions pertaining to the administration of the Great Falls Municipal Court; and

WHEREAS, the City Commission established provisions providing for one elected Municipal Court Judge; and

WHEREAS, the City Commission approved the appointment of an additional part-time Municipal Court Judge July 16, 2019; and

WHEREAS, the City Commission wishes to amend said provisions to provide the qualifications of, and Codified regulations pertaining to, a part-time Assistant Municipal Court Judge.

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

Section 1. OCCGF Title 2, Chapter 3, Section 030 shall be amended as depicted in Exhibit "A" attached hereto, with deleted language identified by ~~strikeout~~ and inserted language **bolded**; and

Section 2. This Ordinance will become effective thirty (30) days after adoption by the City Commission.

ACCEPTED by the City Commission of the City of Great Falls, Montana on first reading August 20, 2019.

ADOPTED by the City Commission of the City of Great Falls, Montana on second reading September 3, 2019.

Bob Kelly, Mayor

ATTEST:

(CITY SEAL)

Lisa Kunz, City Clerk

APPROVED FOR LEGAL CONTENT:

Sara R. 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, Ordinance 3208 on the Great Falls Civic Center posting board and the Great Falls City website.

Lisa Kunz, City Clerk

(CITY SEAL)

Exhibit "A"

Title 2 - ADMINISTRATION AND PERSONNEL

Chapter 3 MUNICIPAL COURT

2.3.030 Municipal Court Judges.

- A. There shall be one (1) Municipal Court Judge elected to a four (4) year term pursuant to **Mont. Code Ann.** Title 3, Chapter, 6, ~~MCA~~. The qualifications of ~~the elected~~ a Municipal Court Judge shall be as required by Montana law to include:
1. The same qualifications as a ~~judge of~~ **Montana Judicial District Court Judge** as set forth in Article VII, Section 9, of the Montana Constitution, except that ~~the a~~ Municipal Court Judge need only be admitted to the practice of law in Montana for at least three (3) years prior to the date of the election; ~~and~~
 2. ~~The A~~ Municipal Court Judge shall be a resident and ~~voter~~ **qualified elector** in the City of Great Falls at the time of his or her election; and
 3. ~~The A~~ Municipal Court Judge shall be certified as provided in **Mont. Code Ann. §§ 3-1-1502-1503**, prior to assuming office.
- B. The salary of the Municipal Court Judge shall be set by Commission resolution.
- C. **The elected Municipal Court Judge may appoint a part-time Assistant Municipal Court Judge to serve at the will of the elected Municipal Court Judge. The Assistant Municipal Court Judge shall:**
1. **Meet the qualifications as set forth in Article VII, Section 9, of the Montana Constitution, except that the Assistant Judge need only be admitted to the practice of law in Montana for at least three (3) years prior to the date of appointment;**
 2. **Be certified as provided in Mont. Code Ann. §§ 3-1-1502-1503, prior to appointment; and**
 3. **The salary for the Assistant Municipal Court Judge shall be set by Commission resolution.**

(Ord. 3208, 2019; Ord. 3169, 2017).