



City Commission Agenda
Civic Center, 2 Park Drive South, Great Falls, MT
Commission Chambers Room 206
December 19, 2017

CALL TO ORDER 7:00 P.M.

PLEDGE OF ALLEGIANCE

ROLL CALL/STAFF INTRODUCTIONS

AGENDA APPROVAL

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.)

1. Miscellaneous reports and announcements.

NEIGHBORHOOD COUNCILS

2. Neighborhood Council 6 - Good Neighbor Award Presentation.
3. Neighborhood Council 1 Drawing of Tie-Vote Write-In Candidates.
4. Miscellaneous reports and announcements from Neighborhood Councils.

BOARDS AND COMMISSIONS

5. Appointment, Mansfield Center for the Performing Arts Advisory Board.
6. Appointment, Advisory Commission on International Relationships.
7. Reappointments, Park and Recreation Board.
8. Appointment, Design Review Board.
9. Miscellaneous reports and announcements from Boards and Commissions.

CITY MANAGER

10. Miscellaneous reports and announcements from the 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.

11. Minutes, November 30, 2017, Special City Commission Meeting.
12. Minutes, December 5, 2017, City Commission Meeting.
13. Total Expenditures of \$3,525,844 for the period of November 16, 2017 through December 6, 2017, to include claims over \$5,000, in the amount of \$3,323,376.

14. Contracts List.
15. Approve Final Payment for the 8th Avenue North Water Main Replacement – 18th Street to 24th Street & 32nd Street to 34th Street, in the amount of \$44,417.02 to United Materials of Great Falls, Inc., and \$448.66 to the State Miscellaneous Tax Fund and authorize the City Manager to make the payments.
16. Approve Final Payment for the Gore Hill Water Tower – Water Main Extension, in the amount of \$12,014.39 to Ed Boland Construction and \$121.36 to the State Miscellaneous Tax Fund and authorize the City Manager to make the payments.

Action: Approve Consent Agenda as presented or remove items for separate discussion and/or vote

PUBLIC HEARINGS

17. Request for Downtown Urban Renewal District Tax Increment Financing (TIF) Funds to assist with the annual operating costs for the Downtown Development Partnership.
Action: Conduct public hearing and approve or deny the expenditure of \$5,000 in Downtown Urban Renewal District Tax Increment Financing funds to assist with the operating costs for the Downtown Development Partnership. (Presented by Craig Raymond)
18. Request to expend Downtown Urban Renewal District Tax Increment Financing (TIF) Funds for the Downtown Development Partnership's downtown website.
Action: Conduct public hearing and approve or deny the use of up to \$5,000 in Downtown Urban Renewal District Tax Increment Financing funding for the Downtown Website requested by the Downtown Development Partnership. (Presented by Craig Raymond)

OLD BUSINESS

NEW BUSINESS

19. Comprehensive Annual Financial Report (CAFR) and Audit Report, FY 2016-2017.
Action: Accept or deny the FY 2016-2017 CAFR, the Required Client Communication Letter as presented, and authorize staff to submit the related reports to other government agencies and financial institutions as necessary. (Presented by Melissa Kinzler and Rick Reisig with Anderson Zurmuehlen & Co)

ORDINANCES/RESOLUTIONS

20. Ordinance 3178, Assigning a zoning classification of C-2 General Commercial to the property described in Certificate of Survey 5114 as a Tract of Land Being a Portion of Vacated Railroad Right-Of-Way Located in the SE 1/4 NE 1/4 Section 3, T20N, R3E, PMM, Cascade County, Montana. (The Subject Property is immediately adjacent to and under the same ownership as property addressed as 1025 Northwest Bypass.)
Action: Accept or deny Ord. 3178 on first reading and set a public hearing for January 16, 2018. (Presented by Craig Raymond)
21. Ordinance 3183, Amending Title 2, Chapter 21, Section 040, of the Official Code of the City of Great Falls (OCCGF), Pertaining to Code of Ethics Definitions.
Action: Adopt or deny Ord. 3183. (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.) Commission meetings are televised on cable channel 190 and streamed live at <https://greatfallsmt.net>. City Commission meetings are re-aired on cable channel 190 the following Wednesday morning at 10 am, and the following Tuesday evening at 7 pm.



Item: Neighborhood Council 1 Drawing of Tie-Vote Write-In Candidates

From: Lisa Kunz, City Clerk

Initiated By: Patty Cadwell, Neighborhood Council Coordinator

Presented By: Lisa Kunz, City Clerk

Action Requested: Conduct a drawing of tie-vote, write-in candidates to fill the fifth seat on Neighborhood Council 1.

Summary:

Three candidates were elected to Neighborhood Council 1 at the general election held November 7, 2017. One write-in candidate receiving three votes filed with the election administrator a written declaration of his acceptance of the position for which elected.

Neighborhood Council Coordinator Patty Cadwell made contact with the persons whose names were written in on the ballot receiving two votes each. The names of those people that indicated their acceptance as a write-in candidate to Council Coordinator Cadwell are included in the drawing.

Therefore, due to tie votes between the write-in candidates for the fifth seat on Neighborhood Council 1, the requested action is that the Commission conduct a drawing.



Item: Appointment, Mansfield Center for the Performing Arts Advisory Board

From: City Manager's Office

Initiated By: City Commission

Presented By: City Commission

Action Requested: Appoint one member to serve on the Mansfield Center for the Performing Arts Advisory Board

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission appoint _____ for the remainder of a three year term through December 31, 2019, to the Mansfield Center for the Performing Arts Advisory Board.”

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

Staff Recommendation:

It is recommended that the City Commission appoint Grant Harville to the Mansfield Center for the Performing Arts Advisory Board for the remainder of a three year term.

Summary:

Pamela Bennett was appointed to the Mansfield Center for the Performing Arts Advisory Board in November 2015 and reappointed for a second term through December 2019. Ms. Bennett tendered her resignation from the Board on November 2, 2017. Advertising began shortly after her resignation. The City received an application from Grant Harville on November 13, 2017.

The Mansfield Center for the Performing Arts Advisory Board reviewed the application during their meeting on November 17, 2017 and recommended appointing Mr. Harville to the Board.

Background: The Civic Center Advisory Board was created in 1997 and was amended by Ord. 2928 in February of 2006 to change the name to the Mansfield Center for the Performing Arts Advisory Board. The Board acts in an advisory capacity to the City Commission and the City Manager on matters related to the successful operation of the Civic Center as the Mansfield Center for the Performing Arts and public meeting rooms. The Board consists of five to seven members with an attempt to have

representation from the areas of performing arts, conventions and meetings, and civic leaders.

Continuing members of this board are:

Carl Donovan	1/15/13 – 12/31/18
Kelly Manzer	1/01/14 – 12/31/19
Edward (Larry) Gomoll	12/20/11 – 12/31/17
Allen Lanning	1/06/15 – 12/31/19
Patty Holmes Myers	1/ 1/16 – 12/31/18
Nancy Clark	11/7/17 – 12/31/18

Alternatives:

Advertise to seek other citizen interest.

Concurrences:

During the November 17, 2017 Mansfield Center for the Performing Arts Board meeting the Board recommended appointing Mr. Harville.

ATTACHMENTS:

- Application - Grant Harville



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

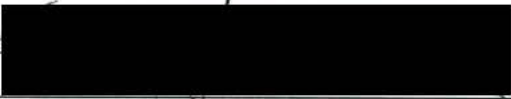
RECEIVED

NOV 13 2017

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.

CITY MANAGER

Board/Commission Applying For: Mausfield Center for Performing Arts Advisory Board		Date of Application: 11/10/17
Name: Grant Harville		
Home Address: 316 1/2 Central Ave #B12 Great Falls MT 59401		Email address: grantharville@gmail.com
Home Phone: _____	Work Phone: 406	Cell Phone: 734 646 8701
Occupation: Music Director / Conductor	Employer: Great Falls Symphony Assoc.	
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: Artistic Director, Idaho State Civic Symphony, Pocatello ID (2013-17) Associate Conductor, Georgia Symphony Orch, Kennesaw GA (2010-2013)		
Educational Background: DMA, University of Wisconsin MM, University of Michigan BM, University of Wisconsin		
IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:		
Previous and current service activities: See Attached		
Previous and current public experience (elective or appointive): _____		
Membership in other community organizations: _____		

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 checked="" type="checkbox"/> No <input type="checkbox"/> If yes, which board? <i>Ex officio, Great Falls Symphony Board</i>	
Please describe your interest in serving on this board/commission? <i>See Attached</i>	
Please describe your experience and/or background which you believe qualifies you for service on this board/commission? <i>See Attached</i>	
Additional comments: <i>_____</i>	
Signature 	Date: <i>11/13/17</i>

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

Grant Harville

316 ½ Central Ave #312, Great Falls MT, 59401
(734) 646-8701

grantharville@gmail.com
www.grantharville.com

Dear Ms. Artis:

Please accept the following as a supplement to my application for membership on the Mansfield Center for Performing Arts Advisory Board:

Service activities. For the past four years, I have taught Symphony Preview classes pro bono in both Pocatello (for New Knowledge Adventures Continuing Education program) and Great Falls (hosted by Great Falls College – MSU). As faculty member at Idaho State University (2013-2017), I had the opportunity to serve on a variety of university committees:

Search Committees: Violin Professor (chair) (2016), Jazz Professor (2015), Cello Instructor (2014)

Performance Planning and Review Committees: Dr. Scott Anderson (2014)

Tenure and Promotion Committees: Dr. Shandra Helman (2015)

Third-Year Review Committees: Dr. Shandra Helman (2013), Dr. Thomas Kloss (2013)

Recital Approval Committees: Jedd Greenhalgh, Kyle Strunk, Shelby Russell, Blake French, Christopher Rhoades, Jamie Burtosky, Teresa Norton, Daniel Roberts

Interest and qualifying experience. As Music Director of the Great Falls Symphony, I am responsible for the leadership of one of the Mansfield Center's most consistent partners. We bring thousands of patrons to the facility each year, and we rely on the facility in order to fulfill our mission. Its continuing success is vital not only to us but to the health of the community. The Mansfield Center Advisory Board would be the fifth board on which I would have served:

Great Falls Symphony Association Board of Directors (ex officio), 2017-present

- Executive Committee
- Artistic Advisory Committee

Idaho State-Civic Symphony Board of Directors (ex officio), 2013-2017


- Executive Committee

Georgia Symphony Orchestra Board of Directors, 2010-2013

Wisconsin Youth Symphony Orchestra (Alumni Representative), 2001-2002

Please let me know if there is anything else I can provide.

Sincerely,


Grant Harville



Item: Appointment, Advisory Commission on International Relationships.

From: City Manager's Office

Initiated By: City Commission

Presented By: City Commission

Action Requested: Appoint one member to the Advisory Commission on International Relationships for a partial term through March 31, 2020.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission appoint _____ to the Advisory Commission on International Relationships for the remainder of a three-year term through March 31, 2020.”

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

Staff Recommendation:

Staff is recommending the appointment of Anna Schendel to fill the remainder of a three year term.

Summary:

Kathryn Kruithoff was appointed to the Advisory Commission on International Relationships in November 2013. Ms. Kruithoff recently moved from Great Falls and is not eligible to remain on the Commission. Advertising for the vacancy has been done through the City's website and local media. Anna Schendel submitted an application to the ACIR Commission and during the November 28, 2017 meeting they recommended the City Commission appoint her to fill the vacancy.

Background:

International programs are growing for many reasons. Rapid changes in communications technology, globalization of the marketplace, and political changes in the last decade have all contributed to an increasing awareness these trends will accelerate in the future. Communities, as well as individuals, businesses, and institutions will need to learn to participate in the “global village,” or be left behind economically or in other ways.

In order for the City to take a leadership role in nurturing and coordinating some of the international efforts, the Advisory Commission on International Relationships was created by Ordinance 2788 on November 8, 2000, and amended by Ordinance 2863 on October 21, 2003. The Commission provides support, coordination, and exchange of information for international programs in the community.

The Commission consists of nine to eleven members.

Continuing members of this commission are:

	Term:
Michael Kraft	4/5/16 - 3/31/19
Katheryn Craig	11/19/14 - 3/31/18
Lana Kadoshnikov	4/18/17 - 3/31/20
Sandra Erickson	4/16/13 - 3/31/19
Charity Jacobson	4/18/17 - 3/31/20
Camile Reovan	4/5/16 - 3/31/19
Brian C. Nosich	4/18/17 - 3/31/20
Veranika Marozava	4/18/17 - 3/31/20
Max Mauch	8/1/17 - 3/31/19

Members needing to be replaced:

	Term:
Katheryn Kruihoff	11/5/13 - 3/31/17

Citizen interested in serving:

Anna Schendel

Alternatives:

The Commission could choose not to appoint and could continue to advertise.

ATTACHMENTS:

- Application for Anna Schendel



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

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NOV 29 2017

CITY MANAGER

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: <i>Advisory Commission on International Relationships</i>		Date of Application: <i>November 28, 2017</i>
Name: <i>Anna Schendel</i>		
Home Address: <i>2507 12th Ave S Apt. 110 Great Falls, MT 59405</i>		Email address: <i>anichka.cheb@gmail.com</i>
Home Phone:	Work Phone:	Cell Phone: <i>406-380-0641</i>
Occupation: <i>full-time student - Pre-Nursing</i>		Employer:
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: <i>2 years of experience in Volunteer Coordinator work with international students (through cultural exchange program in Russia)</i>		
Educational Background: <i>Foreign Languages (English, German) and Linguistics - Cheyenne State University, Cheyenne, WY.</i>		
IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:		
Previous and current service activities:		
Previous and current public experience (elective or appointive):		
Membership in other community organizations:		

Have you ever worked for or are you currently working for the City of Great Falls? Yes No If yes, where and when?

Do you have any relatives working or serving in any official capacity for the City of Great Falls? Yes No If yes, who, which department, and relationship?


Have you ever served on a City or County board? Yes No If yes, what board and when did you serve?

Are you currently serving on a Board? Yes No If yes, which board?

Please describe your interest in serving on this board/commission? *As an individual who is passionate about investing in this community, I seek to utilize my background and experience being born and raised in Russia, to provide insight and understanding to this advisory board, which I feel has the ability to make great positive change locally as well as internationally*

Please describe your experience and/or background which you believe qualifies you for service on this board/commission? *Despite the lack of experience in serving on a Board, I have a great international perspective to offer, as I have a degree in Foreign Languages and Linguistics from Russian University.*

Additional comments:

Signature  Date: *11/28/2017*

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



Item: Reappointments, Park and Recreation Board

From: City Manager's Office

Initiated By: City Commission

Presented By: City Commission

Action Requested: Reappoint two members to the Park and Recreation Board

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission reappoint Lynn Ulmer Oatman and June Sprout for three-year terms beginning January 1, 2018, through December 31, 2020, to the Park and Recreation Board.”

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

Summary:

June Sprout and Lynn Ulmer Oatman were appointed to the Park and Recreation Board for three year terms beginning January 1, 2015 with an ending date of December 31, 2017. Both are eligible and interested in a second term. Patrick Carroll has served on the Board since January 2012 and has completed two full terms. He is not eligible for reappointment.

Advertising for all three openings began October 11, 2017. No applications have been received, advertising will continue until all positions are filled.

During their Board meeting on December 11, 2017 the Board recommended reappointing Ms. Ulmer Oatman and Ms. Sprout to three year terms through December 31, 2020.

Background:

The Park and Recreation Board consists of seven members who act in an advisory capacity to the City Commission and the City Manager on all matters related to the Park and Recreation program in the City of Great Falls. Per City Ordinance, members must reside within the City.

Continuing members of this board are:

Erin Madison Granger
Shirley Davis
George Geise
Lonnie Hill

Current member interested in reappointment:

June Sprout
Lynn Ulmer Oatman

Mr. Carroll has currently served two full terms and is not eligible to serve. Advertising will continue until he can be replaced.

Alternatives:

Continue to seek other citizen interest.

Concurrences:

The Park and Recreation Board recommended reappointment during their meeting on December 11, 2017.



Item: Appointment, Design Review Board

From: City Manager's Office

Initiated By: City Commission

Presented By: City Commission

Action Requested: Appoint one member to the Design Review Board to the remainder of a three-year term through March 31, 2019.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission appoint _____ to the Design Review Board for a partial three-year term through March 31, 2019.”

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

Staff Recommendation:

It is recommended that the City Commission appoint Shannon R. Wilson to the Design Review Board to the remainder of a three-year term through March 31, 2019.

Summary:

Ann Schneider began serving on the Design Review Board in September 2015 but resigned from the Board on July 31, 2017 because she moved from Great Falls. Advertising for the position has been ongoing since her resignation with the City receiving one application on November 24, 2017.

Due to temporary medical conditions with some of the current Board Members, the Board was unable to hold the regular scheduled meeting in December and may have trouble establishing a quorum for a meeting in December. Mr. Micuda, Deputy Director of Planning and Community Development has spoken to Ms. Wilson and has determined she is qualified to serve on the Board. Staff is recommending appointment in December rather than waiting for a full quorum of the Design Review Board.

Background:

Purpose

Ordinance 2722 was approved at the March 18, 1997, Commission meeting which amended Titles 2 and 15 of the Official Codes of the City of Great Falls and established the Design Review Board. The adoption of Ord. 2923 in September of 2005, the Land Development Code, re-established the Design Review Board. The purpose of the Board is to further promote the health, safety and general welfare of the City.

The Board has the authority and responsibility to review specified types of development proposals to ensure that the design and aesthetics conform to the review criteria contained in Title 17. The Board's composition should achieve a diversity of expertise, background, and interest.

The Land Development Code states it is preferred that the board include two architects and three individuals chosen for their demonstrated interest in and expertise in design or community aesthetics. Members must reside in the City of Great Falls. No member of the City Commission or employee of the City shall be eligible for membership on the board.

Evaluation and Selection Process

An advertisement for the opening was done through the local media and posted on the City website. One Application was received on November 27, 2017. Ms. Shannon R. Wilson is interested in serving on the Board.

Continuing members of this board are:

Tyson Kraft	4/ 1/15 – 3/31/18
David Grosse	3/5/13 – 3/31/19
Dani Grebe	6/16/15 – 3/31/20
Kevin Vining	7/21/15 – 3/31/20

Alternatives:

The City Commission could chose to wait for a recommendation from the Design Review Board or advertise for additional interested citizens.

ATTACHMENTS:

- ▢ Memo from PCD Staff
- ▢ Application from Shannon Wilson

MEMO

To: Krista Artis, Executive Assistant

From: Connie Tryon, Planning & Community Development

Date: 11.6.17

Re: Design Review Board Member Reappointment

Due to a combination of medical conditions, the Design Review Board (DRB) was unable to meet at their regular meeting time in December, and may have trouble obtaining a quorum for the remainder of the month. In an effort to establish a full five member board, staff is recommending the City Commission appoint applicant Shannon Wilson to the DRB at the 12.19.17 City Commission meeting. Mr. Micuda, Deputy Director of P&CD, contacted Ms. Wilson and determined she is a qualified candidate.



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


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NOV 27 2017

CITY MANAGER

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: Design Review Board		Date of Application: 24 NOV 2017
Name: Shannon R. Wilson		
Home Address: 1201 6th Ave So. Apt. 7 Great Falls, MT 59405		Email address: montanametalgirl@gmail.com
Home Phone: N/A	Work Phone: N/A	Cell Phone: (406) 750-1390
Occupation: Retired engineer	Employer: N/A	
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: Senior Technical Assistant for EPA TAG Group in Butte, MT for Superfund sites, Groundwater and site remediation as consultant in Raleigh, N.C., some site remediation in Indianapolis, IN		
Educational Background: AS in Business Administration, Jefferson Community College 1991 BS in Environmental Engineering, Montana Tech 1996 MS in Mineral and Metallurgical Engineering, Montana Tech 1998 PhD in Metallurgical Engineering, University of Missouri-Rolla - not completed		
IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:		
Previous and current service activities: Participated in my service activities with my unit in the Army in Korea and Fort Drum, NY, and while at school at Montana Tech.		
Previous and current public experience (elective or appointive): Elected to Great Falls Neighborhood Council #9, term to start Jan. 2018		
Membership in other community organizations: American Legion Post #3, Gt. Falls Walleyes Unlimited, Great Falls Chapter Great Falls Rising		

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 would like to give back to the City of Great Falls. This is my hometown and I would like to provide my experience in the many projects I have done over my career now that I am back home.	
Please describe your experience and/or background which you believe qualifies you for service on this board/commission? I believe I have the experience to objectively examine projects and provide useful comment, suggestions and scrutiny. I have done this working with the EPA and as a consultant.	
Additional comments:	
Signature 	Date: 24 NOV 2017

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



Item: November 30, 2017 - - Special City Commission Meeting Minutes

From: City Clerk's Office

Presented By: City Commission

ATTACHMENTS:

- November 30, 2017 - - Special City Commission Meeting Minutes

Special Commission Meeting

Mayor Kelly presiding

CALL TO ORDER: 4:00 PM

Civic Center Gibson Room 212

ROLL CALL: City Commission Members present: Bob Kelly, Bill Bronson, Bob Jones, Tracy Houck and Fred Burow.

STAFF INTRODUCTIONS: Deputy City Manager Chuck Anderson, Finance Director Melissa Kinzler, City Attorney Sara Sexe and City Clerk Lisa Kunz.

1. **PUBLIC COMMENT.**

None.

2. **CITY OF GREAT FALLS REQUEST FOR PROPOSALS FOR ELECTRIC SUPPLY.**

Deputy City Manager Chuck Anderson reported that four years ago the City was in a very different situation when looking for an electric power supplier. At that time the City had two choices, explore the market or go with NorthWestern Energy. The City issued a Request for Proposals (RFP) and only received one bid from PPL. The City entered into a contract with PPL and has since saved approximately \$500,000 per year. The contract with Talon Energy (formerly PPL) expires on October 31, 2018. With the help of the City's consultant a RFP was issued once again for electric supply.

Professional Energy Consultant Bill Pascoe reported that four years ago PPL was the dominant supplier, but since then more suppliers have joined the market. He provided a handout and discussed suppliers and customers in this market. In response to the RFP four suppliers submitted proposals. Suppliers in this industry expect a significant degree of confidentiality when bidding these types of RFP's. In an agreement with the suppliers, the City will release information on the bidding process, but after a short delay. Should the Commission select a new supplier today, the Commission can talk publicly about who the supplier is and the length of the contract. Two weeks from today the Commission would be in a position to discuss the price of the winning contract and the City can then release a summary of all of the bids. So that he can discuss the particulars of the proposals, the pricing information and other details with the Commission, Consultant Pascoe advised that this portion of the meeting be closed to the public.

City Attorney Sara Sexe recommended that, based upon the sensitivities of the electric market and the bidding requirements that have been outlined by Consultant Pascoe, the Commission consider closing a portion of this session only regarding the specific pricing and relative evaluation of the bids. City Attorney Sexe reported that the exception to disclosure of open meetings is provided for in the Montana Constitution and it arises when the demand for individual privacy clearly exceeds the public's right to know. She explained the two part test that the Montana Supreme Court has set forth with regard to these types of situations. Courts have established that corporations in these types of instances have a right to privacy, and a public entity can assert that right based upon particular circumstances of the assertion.

11/30/2017

The second part of the test is to determine if there is a subjective or actual expectation of privacy. She explained that the RFP indicated that pricing information and the identities would be maintained confidential. Under the two step process, what Consultant Pascoe has indicated, and based upon the sensitivities of the electric market, City Attorney Sexe recommended that the entities and bid information be discussed in a closed portion of the meeting.

Commissioner Bronson moved, seconded by Commissioner Jones, that the City Commission close the meeting based upon the rationale expressed by the City Attorney.

Mayor Kelly asked if there was any discussion amongst the Commissioners. He noted that it gives him comfort that additional information will be released to the public in two weeks.

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

Motion carried 5-0.

At 4:11 pm, the City Commission, Deputy Manager Anderson, Finance Director Kinzler, City Attorney Sexe, Consultant Pascoe and City Clerk Kunz met in executive session in the City Manager's Office for the purpose of discussing proposal pricing and relative evaluation of the bid proposals.

-- EXECUTIVE SESSION --

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

The meeting reconvened into an open meeting in the Gibson Room. Mayor Kelly called the meeting back to order at 4:45p.m.

Mayor Kelly reported that no decisions or votes were made during the closed session. The Commission discussed the bidders and their credit qualities, abilities to deliver the electrical supply, what would happen if there was a failure to deliver, and what types of risks were there for the City as a purchaser. The pricing was discussed as well as the length of a contract.

Commissioner Bronson moved, seconded by Commissioner Jones, that the City Commission accept a proposal from Energy Keepers, Inc., Generic with Reserves, for a period of five years commencing November, 2018 and concluding October, 2023, for electricity supply to the City of Great Falls and authorize the City Manager to execute the necessary supply agreements.

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

Commissioner Jones commented that Consultant Pascoe's research for power suppliers was excellent. He believes the City is going to be in better shape the next five years than today, and the savings are going to be substantial.

Mayor Kelly again reiterated that the pricing and options that the Commission had available will be discussed in two weeks.

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

Motion carried 5-0.

ADJOURNMENT

There being no further business to come before the Commission, **Commissioner Jones moved, seconded by Commissioner Bronson, to adjourn the special meeting of November 30, 2017, at 4:50 p.m.**

Motion carried 5-0.

Mayor Bob Kelly

City Clerk Lisa Kunz

Minutes Approved: December 19, 2017

DRAFT



Item: December 5, 2017 - - City Commission Meeting Minutes

From: City Clerk's Office

Presented By: City Commission

ATTACHMENTS:

- December 5, 2017 - - City Commission Meeting Minutes

JOURNAL OF COMMISSION PROCEEDINGS

December 5, 2017

**Regular City Commission Meeting
Commission Chambers Room 206**

CALL TO ORDER 7:00 P.M.

PLEDGE OF ALLEGIANCE

ROLL CALL/STAFF INTRODUCTIONS

City Commission members present: Bob Kelly, Bob Jones, Tracy Houck, Bill Bronson and Fred Burow. Also present were City Manager Greg Doyon and Deputy City Manager Chuck Anderson; Deputy City Clerk Darcy Dea; Public Works Director Jim Rearden; Planning and Community Development Director Craig Raymond; Finance Director Melissa Kinzler; Park and Recreation Deputy Director Patty Rearden; Park and Recreation Director Steve Herrig; Assistant City Attorney Joe Cik; and Police Chief Dave Bowen.

AGENDA APPROVAL

City Manager Greg Doyon noted that Item 7D was pulled from the contracts list after original posting. No changes were proposed by the City Commission. The agenda was approved as submitted.

SPECIAL PERFORMANCE

Great Falls College Community Choir performing Christmas Music.

*** Action Minutes of the Great Falls City Commission. Please refer to the audio/video recording of the meeting for additional details ***

PETITIONS AND COMMUNICATIONS

1. **Miscellaneous reports and announcements.**

None.

NEIGHBORHOOD COUNCILS

2. **Miscellaneous reports and announcements from Neighborhood Councils.**

None.

BOARDS AND COMMISSIONS

3. **Miscellaneous reports and announcements from Boards and Commissions.**

None.

CITY MANAGER

4. Miscellaneous reports and announcements from the City Manager.

City Manager Greg Doyon welcomed Park and Recreation Director Steve Herrig.

Manager Doyon reported that the Library received an anonymous \$6000 donation to use towards the replacement of computers.

He thanked Fire Marshal Dirk Johnson with regard to bringing a certain business into compliance.

Negotiations with Billings are ongoing with regard to the position that was offered to Manager Doyon.

CONSENT AGENDA

5. Minutes, November 21, 2017, City Commission Meeting.
6. Total Expenditures of \$1,718,012 for the period of November 1, 2017 through November 22, 2017, to include claims over \$5,000, in the amount of \$1,470,592.
7. Contracts List.
8. Approve Final Payment in the amount of \$2,812.27 to Phillips Construction, LLC and \$28.41 to the State Miscellaneous Tax Fund for the WWTP Storm Water Demonstration Projects, and authorize the City Manager to make the payments. **OF 1633.6**
9. Approve Change Order 1 in the amount of \$553.23 for the City of Great Falls Public Works Facility Improvements-Utilities Building & Public Works Office, and approve Final Payment in the amount of \$2,864.29 to EJ Carpentry, LLC and \$28.93 to the State Miscellaneous Tax Fund and authorize the City Manager to make the payments. **OF 1455.6**

10. Approve a contract in the amount of \$137,313.00 to Advanced Engineering and Environmental Services, Inc. (AE2S) for the Water and Sewer Cost of Service Study and authorize the City Manager to execute the contract documents. **OF 1699**

Commissioner Burow moved, seconded by Commissioner Jones, that the City Commission approve the Consent Agenda as presented.

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

Referring to Item 10, Commissioner Burow inquired about the water and sewer utilities Cost of Service Study.

Public Works Director Jim Rearden reported that the 2001 study gives a benchmark of the rates, as well as determines the appropriate rates for the three different classes of customers.

Mayor Kelly received clarification that the 2001 study is used as a basis when adjusting the rates, as well as a five year capital plan.

Referring to Items 7 F & G, Mayor Kelly received clarification that the purpose of the security cameras would be to monitor the premises, and that they are taped.

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

Hearing none, Mayor Kelly called for the vote.

Motion carried 5-0

PUBLIC HEARINGS

11. **Resolution 10216, to Establish Golf Fees for Eagle Falls Golf Club and Anaconda Hills Golf Course.**

Park and Recreation Director Steve Herrig reported that there has not been an increase in golf fees since January, 2016. Director Herrig explained that fees for season passes, green fees, driving range, car rental, as well as tournament and group outings would be increased.

Mayor Kelly declared the public hearing open.

Speaking in support of Resolution 10216 was:

Roger Curtis, Golf Advisory Board member, 1600 2nd Avenue South, commented that the board reviewed surveys, as well as data from around the state in order to establish the golf fees.

Speaking in opposition to Resolution 10216 was:

Keith Ochs, 1507 3rd West Hill Drive, commented that the new proposed rates could price players out of the market.

There being no one further to address the Commission, Mayor Kelly closed the public hearing and asked the will of the Commission.

Commissioner Jones moved, seconded by Commissioner Burow, that the City Commission adopt Resolution 10216, Golf Fees.

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

Commissioner Houck expressed concern that increasing fees would price golfers out of the market.

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

Motion carried 4-0-1 Commissioner Houck dissenting.

12. **Resolution 10173, to Declare Certain Property Located at 1425 3rd Avenue Southwest, a Nuisance, order the Nuisance be abated and authorize City staff to force abatement if necessary.**

Planning and Community Development Director Craig Raymond reported that this item is a request to conduct a public hearing and to consider the adoption of Resolution 10173 which would declare certain conditions located at 1425 3rd Ave SW a public nuisance.

Director Raymond further reported that Title 8, Chapter 49 of the Official Code of the City of Great Falls (OCCGF) provides for a process for dealing with nuisances which impact the public health and welfare.

Nuisance is defined in 8.49.010 of the OCCGF, in part, as anything which is injurious to health, or is indecent or offensive to the senses, or is an obstruction to the free use of another's property, so as to interfere with the comfortable enjoyment of life or property of another.

Director Raymond explained that this declaration of nuisance by the City Commission is made pursuant to the OCCGF, Mont. Code Ann. § 7-5-4104, and self-governmental powers under the Charter.

The subject property has been the subject of multiple complaints since at least 1981. Citations have been written for various issues including rubbish, non-compliant vehicles and other public nuisances beginning in 1988. City staff has worked with the owner, Mr. Wayne Preston, who was given generous amounts of time to complete the clean-up and repair of the premises. City staff has attempted to contact Mr. Preston both by phone and mail regarding the complaints and condition of the property. Director Raymond pointed out that the agenda report contains the whole list of violations about the property, which include: tall grass, weeds and a number of unlicensed vehicles in various states of disrepair.

Mayor Kelly declared the public hearing open.

No one spoke in support of Resolution 10173.

Speaking in opposition to Resolution 10173 were:

Jason Sorenson, 25 Beacon Trail, pointed out that he is the property owner's stepson. Mr. Sorenson provided and discussed a handout which included current pictures of the property. He explained that he has made several improvements over the last month, and noted that he will continue make improvements to the property.

Brooke Marko, 15 Boston Coulee Road, stepdaughter of the property owner, commented that there has been positive improvements made to the property.

There being no one further to address the Commission, Mayor Kelly closed the public hearing and asked the will of the Commission.

Commissioner Jones moved, seconded by Commissioner Houck, that the City Commission adopt Resolution 10173, Declaring Certain property located at 1425 3rd Avenue Southwest, Lot 3A, Block 9, Community Hall 2, Cascade County, Montana, a Nuisance, order the Nuisance be abated and authorize City staff to force abatement if necessary.

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

After a brief discussion amongst the Commission, staff was directed to work with the property owners to make improvements to the property prior to enforcing abatement.

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

Motion carried 5-0

13. **Resolution 10213, to annex property and Ordinance 3177 to assign a zoning classification of Planned Unit Development (PUD) to the property legally described as Medical Tech park Minor Subdivision, Lot 4A and Preliminary Plat approval to allow a five-lot subdivision for a 124-unit multifamily housing project known as Rockcross Commons.**

Planning and Community Development Director Craig Raymond reported that this agenda item is a request to conduct a public hearing regarding Ordinance 3177, Resolution 10213 and the consideration of a preliminary plat. If adopted, Resolution 10213 annexes the subject property, Ordinance 3177 provides for the assignment of PUD-Planned Unit Development District zoning upon annexation into the City of Great Falls.

Director Raymond further reported that the property under consideration is located just north of 24th Avenue South and roughly between 20th Street South and 23rd Street South. It adjoins the City limits in an area known as the Med Tech Park Minor Subdivision. Recently, other lots within this subdivision have been annexed into the City and developed. The most recent example is the Talus Apartments project located at the intersection of 23rd Street South and 21st Avenue South.

Director Raymond explained that the proposed development parcel, which is roughly 7.9 acres, was up until recently, part of a much larger 29.4 acre property within the County. As a result, applicant first had to gain County approval to subdivide the 29.4 tract. The County Commissioners approved this subdivision on October 10, 2017. The property is vacant, used as pasture, and slopes gradually from south to north. On the north side of 24th Avenue South, an asphalt shared use path has previously been constructed and is proposed to be incorporated into the project. The over-all project is for the eventual construction of a 124 unit multi-family project. The northern portion of the development proposal contains three apartment buildings as well as a community building and outdoor play area for the entire tenant base. The southern portion of the project contains four apartment buildings. The final site plans and building elevations will also require consideration by the City's Design Review Board. The density of the proposed project is 15.6 units per acre with approximately 53% of developable area set aside for greenspace (landscaping, stormwater control).

Director Raymond further explained that originally, the applicant was seeking a multifamily zoning designation for the property such as R-5 or R-6. Staff advised that a PUD zoning designation be proposed for two reasons:

- 1) The density of the proposal of 15.6 units per acre was substantially less than would be allowed under a standard multifamily zoning district.
- 2) The R-5 and R-6 zoning districts allow some land uses such as manufactured housing, retirement homes, churches, day care centers, etc. that are not consistent with the proposal and could potentially concern adjacent land owners.

Director Raymond reported that the applicants have provided a table to the City outlining the proposed standards of the PUD. This includes restriction on land uses, a lower allowed density, lower building heights, and some variations in setbacks to account for the fact that project parking areas are actually located on separate parcels than building sites. The project needs to be considered in the larger context of future development of the entire 29.4 acres. City staff has had extensive discussions with the applicant about the proposed street network. The public street network for this proposal is patterned after the street network within the adjacent area of the County located west of 20th Street South. Although this area of the County has been developed in a rural fashion, the area was originally subdivided for a grid street network. This pattern is continued on the proposed development site. For north-south transportation connectivity, 23rd Street South would be extended from its terminus adjoining Talus Apartments to connect with 24th Avenue South. Additionally, a new street, 22nd Street South would provide a second access for the west side of the project as well as a future access for vacant property to the west. This street provides project access and could be extended to both the east and west if/when those parcels develop.

The basis for decision on a Planned Unit Development request is listed in the Official Code of the City of Great Falls (OCCGF) §17.16.29.050. The analysis of the basis of decision and staff and Planning Advisory Board Zoning Commission findings of fact are contained in the agenda report for consideration.

Commissioner Bronson noted that he was going to recuse himself from the discussion and vote from this item.

Mayor Kelly declared the public hearing open.

Commissioner Bronson stepped out at 8:00 p.m. and returned at 8:04 p.m.

Speaking in support of Resolution 10213 were:

Neil Fortier, NeighborWorks, 509 1st Avenue South, expressed support of the project, and commented that without housing, economic development would not occur.

Jana Cooper, TD&H Engineering, 1800 River Drive North, expressed appreciation to City staff for their efforts on this project, and expressed support of the location of the project.

Sheila Rice, NeighborWorks, 509 1st Avenue South, commented that the project is a huge construction boost to contractors in the City, as well as being strategically located in the medical-educational corridor.

Eric Bergman, Great Falls Development Authority, 300 Central Avenue, expressed support of the project, and concurred with the previous speakers.

No one spoke in opposition to Resolution 10213.

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

Commissioner Houck moved, seconded by Commissioner Burow, that the City Commission adopt Resolution 10213 to annex Lot 4A, Medical Tech Park Minor Subdivision located in the SW 1/4 of the SE 1/4 of Section 18, Township 20 North, Range 4 East, P.M.M, Cascade County, MT and the accompanying Findings of Fact.

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

Motion carried 4-0-1 Commissioner Bronson abstaining.

Commissioner Burow moved, seconded by Commissioner Houck, that the City Commission adopt Ordinance 3177 and the accompanying Findings of Fact.

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

Motion carried 4-0-1 Commissioner Bronson abstaining.

Commissioner Jones moved, seconded by Commissioner Houck, that the City Commission approve the Preliminary Plat for a tract of land described as Lot 4A, Medical Tech Park Minor Subdivision located in the SW 1/4 of the SE 1/4 of Section 18, Township 20 North, Range 4 East, P.M.M, Cascade County, MT, and the accompanying Findings of Fact.

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

Commissioner Houck applauded the efforts made by everyone involved with the project.

Mayor Kelly commented that the project would provide affordable housing for Airmen at Malmstrom Air Force Base.

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

Motion carried 4-0-1 Commissioner Bronson abstaining.

14. **Ordinance 3175, to rezone the subject properties from PLI Public Lands and Institutional to M-1 Mixed-Use District; Resolutions 10212 and 10218; to request a Conditional Use Permit to allow a Health Care Facility in the M-1 zoning district for the subject properties, and Amended Plat for a Minor Subdivision of Lot 1-A1, Block 1 of the First Addition to Great Falls Clinic Addition, located in the NW ¼ of Section 17, Township 20 North, Range 4 East, P.M. MT, Cascade County Montana.**

Planning and Community Development Director Craig Raymond reported that this agenda item is a request to conduct a public hearing to consider Ordinance 3175 and Resolutions 10212 and 10218. Ordinance 3175 provides for the rezone of certain property from PLI-public Lands and Institutional to M-1 Mixed Use District. Resolutions 10212 and 10218 provide for the approval of conditional use permits to allow a health care facility use on the subject property within the M-1 Mixed Use zoning district.

Director Raymond explained that the properties being proposed for rezoning and conditional use permits is located along 29th Street South. One parcel is between 28th and 29th Street South just north of 15th Avenue South. The other parcel is east of 29th Street South and south of 15th Avenue South.

Director Raymond reported that the Great Falls Clinic Foundation is proposing to develop a 12 guest room hotel for patients and their families to utilize while visiting for medical treatment. In order for this use to be allowed on the property, a rezone is required. Concurrent with this rezone is also a request for a Conditional Use Permit to allow health care facilities in the new zoning district. This is needed because the existing clinic facilities would not be considered Permitted Land Use in the proposed district that would permit the proposed hotel. A request for a minor subdivision is also proposed to create the parcel for the requested hotel.

Director Raymond concluded that the basis for decision on zoning map amendments is listed in the Official Code of the City of Great Falls (OCCGF) §17.16.40.030. The recommendation of the Planning Advisory Board/Zoning Commission and the decision of the City Commission shall, at a minimum, consider the criteria set forth as Findings of Fact – Zoning Map Amendment. Staff's position is that the proposed rezone request complies with all of the review criteria as submitted. At the conclusion of a public hearing held on October 17, 2017, the Zoning Commission recommended the City Commission approve the rezoning request from PLI-Public Lands and Institutional to M-1 Mixed Use District for the subject property subject to the fulfillment of the Conditions of Approval as written in the agenda report.

Mayor Kelly declared the public hearing open.

No one spoke in support of or in opposition to Ordinance 3175.

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

Commissioner Bronson moved, seconded by Commissioner Burow, that the City

Commission adopt Ordinance 3175 and the accompanying Findings of Fact.

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

Motion Carried 5-0

Commissioner Burow moved, seconded by Commissioner Bronson, that the City Commission adopt Resolution 10212 and the accompanying Basis of Decision.

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

Motion Carried 5-0

Commissioner Houck moved, seconded by Commissioner Jones, that the City Commission adopt Resolution 10218 and the accompanying Basis of Decision.

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

Motion Carried 5-0

Commissioner Bronson moved, seconded by Commissioner Burow, that the City Commission approve the amended plat for a minor subdivision of Lot 1-A1, Block 1 of the First Addition to Great Falls Clinic Addition, located in the NW 1/4 of Section 17, Township 20 North, Range 4 East, P.M. MT, Cascade County Montana.

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

Motion Carried 5-0

15. **Ordinance 3176, to rezone the property legally described as The Great Falls Water Power and Townsite Company's First Addition, Block 405, Lots 8-14; from R-3 Single-family High Density to PUD Planned Unit Development.; and Preliminary Plat approval to allow a Major Subdivision for ten single-family home lots, four townhome lots, and one common lot for a project known as Beargrass Village.**

Planning and Community Development Director Craig Raymond reported this agenda item is a request to conduct a public hearing to consider Ordinance 3176 that provides for the rezone of certain property from R-3 Single Family High Density District to PUD- Planned Unit Development. The properties being proposed for rezoning are located on the north side of 3rd Avenue South between 13th Street South and 14th Street South.

Director Raymond explained that the applicant is proposing to develop the first pocket

neighborhood in Great Falls on a 1.21 acre parcel located at the northwest corner of 3rd Avenue South and 14th Street South. The subject property was previously occupied by Kranz Floral, but now sits vacant due to the demolition of the previous buildings. The property is currently zoned R-3 Single family high density and is proposed to be rezoned to Planned Unit Development. The usage of the PUD zoning approach is being requested due to the unique nature of this pocket neighborhood with small lot sizes, variation in types of residential units along with shared parking and common space. The PUD will result in a cluster of single-family units all connected by pedestrian walkways and a central courtyard that will provide a gathering space for residents. The proposal includes ten single family homes and two 2-unit townhomes for a total of 14 residential units.

Director Raymond further reported that the Beargrass Village PUD proposes development standards that will be applied to the development as a whole and to each lot. These proposed standards drive the design concepts for the development. The standards proposed for the overall design requirements include specifications for the landscaping of the site, standards required for the common open space courtyard, and standards for low impact development stormwater features on the property. The per lot standards include specifications that vary from the existing R-3 zoning including a mix of housing types allowed without a Conditional Use Permit, smaller minimum lot size, lot width, depth to width ratio, reduced setbacks, and more intense lot coverage. Full development standards can be found in the agenda package. The basis for decision on zoning map amendments is listed in the Official Code of the City of Great Falls (OCCGF) §17.16.40.030.

Director Raymond reported that the recommendation of the Planning Advisory Board/Zoning Commission and the decision of the City Commission shall, at a minimum, consider the criteria set forth in the agenda packet as Findings of Fact – Zoning Map Amendment. Staff's position is that the proposed rezone request complies with all of the review criteria as submitted. Additionally, at the conclusion of a public hearing held on October 17, 2017, the Zoning Commission recommended the City Commission approve the rezoning request from R-3 Single Family High Density District to PUD-Planned Unit Development for the subject property subject to the fulfillment of the following Conditions of Approval:

1. General Code Compliance. The proposed project shall be developed consistent with the conditions in this report and all codes and ordinances of the City of Great Falls, the State of Montana, and all other applicable regulatory agencies.
2. Amended Plat. Provide an Amended Plat of the subject property which shall incorporate corrections of any errors or omissions noted by Staff.
3. Utilities. The final engineering drawings and specifications for public improvements for the subject property shall be submitted to the City Public Works Department for review and approval.
4. Land Use & Zoning. Except as provided herein, development of the property shall be consistent with allowed uses and specific development standards for this PUD Planned Unit Development district designation.
5. Subsequent modifications and additions. If after establishment of the PUD, the owner proposes to expand or modify the use, buildings, and/or structures, the Director of the Planning and Community Development Department shall determine in writing if such proposed change would alter the finding for one or more review criteria. If such proposed changes would alter a finding, the proposal shall be submitted for review as a new development application. If such proposed change would not alter a finding, the owner shall obtain all other permits as may be required.

6. Building Elevations on 3rd Avenue South. The elevations for the single-family homes proposed for construction on the north side of 3rd Avenue South shall be consistent with the submitted rendering and contain architectural features such as picture windows, gabled roofs, entry doors and porch/patio features.

Commissioner Bronson noted that he was going to recuse himself from the discussion and vote from this item.

Mayor Kelly declared the public hearing open.

Speaking in support of Ordinance 3176 were:

Neil Fortier, NeighborWorks Great Falls, 509 1st Avenue South, commented that the development would meet the requirements for the City's growth policy, as well as providing housing for the Airmen at Malsmstrom Air Force Base.

Jana Cooper, TD&H Engineering, 1800 River Drive North, commented that the development is a creative housing opportunity for the City.

Sheila Rice, NeighborWorks, 509 1st Avenue South, expressed appreciation to staff for their cooperation with regard to the project. She commented that the development is a great opportunity for the City to make a statement with regard to providing housing to all citizens.

Eric Bergman, Great Falls Development Authority, 300 Central Avenue, commented that the development is an innovative idea which supports housing needs for the City.

No one spoke in opposition to Ordinance 3176.

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

Commissioner Burow moved, seconded by Commissioner Houck, that the City Commission adopt Ordinance 3176 and the accompanying Findings of Fact.

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

Motion Carried 4-0-1 Commissioner Bronson abstaining.

Commissioner Houck moved, seconded by Commissioner Jones, that the City Commission approve the preliminary plat of the Beargrass Village subdivision and the accompanying Findings of Fact.

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

Motion Carried 4-0-1 Commissioner Bronson abstaining.

16. **Ordinance 3182, Amend Ordinance 3152 for the property legally described as Block 1, Lot 1, Amended Plat 2897, Section 14, Township 20 North, Range 3 East, Tietjen Triangle Addition to remove a Condition of Building Permit Approval for a Planned Unit Development (PUD).**

Planning and Community Development Director Craig Raymond reported this item is a request to conduct a public hearing related to Ordinance 3182. If approved, Ordinance 3182 amends Ordinance 3152 that rezoned multiple properties near the Fox Farm/Country Club Boulevard intersection.

Director Raymond explained that Brett and Sandra Haverlandt, Meadowlark FF&S LLC, Billings Holdings, LLC, and Galloway Investments Inc., filed an application for a zoning map amendment (or rezone) of their respective properties from C-1 Neighborhood Commercial to C-2 General Commercial. The subject properties are located on the south side of the Country Club Boulevard and Fox Farm Road intersection. In total, the properties consist of ±5.9 acres and the properties are generally known as: Beef 'O Brady's, Holiday Gas Station, Lucky Lil's Casino, Dairy Queen, Dahlquist Realtors and a vacant parcel which historically contained a motel until it was ultimately demolished.

Director Raymond further reported that the applicants originally requested the subject properties be rezoned to C-2 General commercial district in order to provide additional flexibility for development plans and to have zoning that fits the existing development in the area. During the March 7th Commission Meeting, the City Commission postponed the matter and asked staff to draft a compromise that would allow for greater flexibility but restrict some of the more intensive uses in order to decrease or mitigate some impacts associated with higher intensity uses. The proposed Planned Unit Development zoning district draws its foundation from C-2 standards with some use deviations. Because the City is also dealing with a specific development proposal, a hotel, and the proposal is located within a sensitive area of town from a traffic and transportation standpoint the City has also spent considerable time assessing the situation and working with the proponents and Montana Department of Transportation (MDT) to mitigate any potential negative impacts that may be associated with the rezone and development.

Director Raymond reported that in staff's opinion the easement that was required as a condition of approval of Ordinance 3152 was a key element to successfully mitigating traffic impacts associated with the development of the vacant property. Its purpose was to minimize the additional traffic congestion and turning movement conflict which the Fox Farm intersection is well known for.

Director Raymond explained that the traffic crash map indicates that there are serious problems in the immediate area. This area records the third highest accident rate throughout the city. The applicant has not submitted any new compelling information that would alleviate concerns regarding traffic and safety problems, and the study seems to not elaborate much on crash data. Director Raymond reported that there has been testimony before the Planning Board that the required easement and access from Alder Drive is not a good design approach to the problem. However, the City's own consultant seemed to suggest consideration of this approach has some merit and is worthy of further study. The applicant has not provided any substantive study or research document which can be reviewed and analyzed, that clearly contradicts this professional opinion or identifies this approach as dysfunctional or dangerous.

Director Raymond concluded that at the conclusion of a public hearing held on October 24, 2017, the Planning Board recommended the City Commission approve Ordinance 3182 which amends Ordinance 3152 and removes the requirement for an additional access easement between

the vacant property and Alder Drive. The Planning Board findings of fact are included in full in the agenda report but generally find that staff's recommendation and findings do not adequately provide sufficient foundation and evidence that would warrant a denial of the request.

On behalf of the Applicants,

Joe Murphy, Big Sky Civil Engineering, 1324 13th Avenue SW, reported that the MDT Traffic Impact Study indicates that there is not a need for a fourth southern access. Mr. Murphy further reported that the direct quote from the study says, "the proposed hotel development would have minimal impact on the area transportation system". He pointed out that Dahlquist Realtors was unsuccessful with regard to obtaining an easement from the Chinatown restaurant.

Mr. Murphy reported that Town Pump has offered to revise the Fox Farm median and relocate the approach to the south, and noted that the revisions would improve turning movements, as well as increased vehicle stacking. Mr. Murphy further reported that MDT has approved the median change and that the City has the authority to permit the approach relocation.

Mr. Murphy explained that ingress traffic associated with the hotel typically occurs during the evening hours. He further explained that the proposed development would extend the public sewer main, and that the Country Club Towers have obtained an easement for sewer extension as of April, 2017.

Mr. Murphy expressed appreciation to the Planning and Community Development, Legal, and Public Works departments for their efforts with regard to the project.

Kathy Harris, KLJ Engineering and Planning Services, 1301 12th Avenue South, reported that a Traffic Impact Study was performed, reviewed, and accepted by the MDT. She explained that the purpose of a Traffic Impact Study is to protect the roadway network, and prioritizes the mobility, safety of roads, as well as providing local access.

Ms. Harris reported that the Long Range Traffic Plan has identified Fox Farm Road as under capacity which can't carry the current demand, and that future land use will continue to experience congestion. She explained that the proposed hotel wouldn't generate additional direct congestion or drop that level of service. Ms. Harris further reported that the Traffic Impact Study has identified that the two approaches from Country Club Road, as well as the approach with the shared Lucky Lil access, are adequate approaches into the proposed hotel.

Ms. Harris commented that the additional change to the median on Fox Farm Road would be an improvement that would benefit not only the proposed hotel, but other citizens as well.

Referring to the Findings of Fact in the agenda report, Ms. Harris expressed concern that changing the approach to Alder Drive would shift traffic problems to another area.

Dan Sampson, Construction Development Manager for Town Pump and Billings Holdings, LLC, 600 South Main Street, Butte, MT, commented that the proposed hotel project would provide positive impacts to the community. Mr. Sampson reported that the Traffic Impact Study demonstrates that the easement is not necessary for the hotel development to function without negative impact.

Mayor Kelly declared the public hearing open.

Speaking in opposition to Ordinance 3182 were:

Russ Kendall, 2801 Bonita Drive, expressed concern with regard to exiting issues in order to

return to the Interstate, as well as the possibility of casinos being developed in the Fox Farm area. Mr. Kendall expressed support with regard to staff's recommendations.

Art Dickhoff, 3027 3rd Avenue North, expressed concern that if the project is approved there could be additional traffic problems at the Intersection.

Kendra Owen, 1004 El Paso Drive, expressed appreciation to the Commission and staff for their due diligence with regard to analyzing what is best for the City.

Speaking in support of Ordinance 3182 were:

Bill McGladdery, Town Pump Director of Hotel Operations, 4 Tullamore Street, Butte, MT, commented that Town Pump continues to reinvest in the City with regard to the proposed project. Mr. McGladdery further commented that the project would be a benefit to the City by replacing the Country Club Towers sewer line, as well as generate more property taxes.

Gayle Fisher, 2012 5th Avenue South, Central Montana Tourism Region Executive Director, discussed marketing budget increases for the City, and commented that the project would be an incredible boost to the City's economy.

Paula Ruark, Town Pump Director of Sales and Marketing, 2006 Nevada Avenue, Butte, MT, referring to marketing and selling point of view, commented that Town Pump is selling Great Falls.

Terry Thompson, Great Falls Association of Realtors CEO, 401 13th Avenue South, commented that the privately funded development would provide a positive impact to the economy.

Scott Arnsmeier, 1412 11th Avenue South, commented that Town Pump is a partner to the City by making donations to entities, as well as allowing the former Townhouse Inn building to be utilized by police and fire departments for training exercises. Mr. Arnsmeier provided and discussed a Great Falls Area Lodging Association handout.

Eric Bergman, Great Falls Development Authority, 300 Central Avenue, expressed opposition to staff's recommendations. Mr. Bergman commented that the development would be a benefit the City's tax base.

Aaron Wall, 3104 3rd Avenue North, concurred with previous speakers, and expressed support for the hotel development.

Shane Etzweiler, Great Falls Chamber of Commerce, 100 1st Avenue North, concurred with previous speakers, and commented that Town Pump has been a great community and corporate partner.

Kevin May, Big Sky Civil Engineering, 1324 13th Avenue SW, expressed concern with regard to the stigma of not being a pro development community.

Brett Haverlandt, 2814 5th Avenue North, owner of Dahlquist Realty, commented that the project is a once in a life time opportunity.

Former Townhouse Inn employees and employers: **Laura Winkleblack**, 208 Show Place, Belgrade, MT; **John Atkinson**, 421 Beaverhead Court; **Steve Walker**, 208 Show Place, Belgrad, MT; **Janine Scott**, 2121 7th Avenue North; **Mary Staigmiller**, 2003 Upper River Road; **Wade Gehl**, 225 22nd Avenue NW, spoke in support of the hotel development with

regard to future opportunity of employment.

There being no one further to address the Commission, Mayor Kelly closed the public hearing and asked the will of the Commission.

Commissioner Houck moved, seconded by Commissioner Jones, that the City Commission adopt Ordinance 3182 and the accompanying Findings of Fact.

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

Commissioner Houck commented that the property owners are willing to pay for the development, which could help mitigate the intersection's "D" rating.

Commissioner Jones commented that he respects the Planning and Community Developments opinion with regard to advising the Commission.

Commissioner Burow concurred with Commissioners Houck and Jones. Commissioner Burow expressed concern with regard to safety issues at the access points.

Commissioner Bronson and Mayor Kelly echoed Commissioner Jones with regard to having confidence in staff's opinion. Commissioner Bronson discussed the provisions of Ordinance 1385 pertaining to right of way easements, ownership of real property, as well as prescriptive easements.

Mayor Kelly reported that written correspondence was received from Cherie Bowman-Lyons, Great Falls Development Authority (GFDA) President Brett Doney, Dan Oakland, Jenny Yoneji, The Wendt Agency President/CEO Brenda Peterson and Gregory Embick (Web Ticket ID 51012c4f).

Mayor Kelly commented that, with the resources that Town Pump has, they could help find a solution to safety issues at the intersection.

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

Motion Carried 5-0

OLD BUSINESS

NEW BUSINESS

ORDINANCES/RESOLUTIONS

17. **Resolution 10221, Intent to Re-Create a Tourism Business Improvement District within the City of Great Falls.**

Finance Director Melissa Kinzler reported that the City Commission is authorized by Mont. Code. Ann. § 7-12-1101 through 7-12-1144 to create a Business Improvement District (BID) for the purpose of promoting tourism, conventions, trade shows, and travel to the City. The City is authorized to assess the applicable property owners within the Tourism Business Improvement District (TBID) for any or all of the costs of funding all uses and projects for tourism promotion

within the City. The TBID was originally created on December 2, 2008. Mont. Code Ann 7-12-1141 of the MCA specifies that the TBID shall not be for a period longer than 10 years unless the duration of the district is extended in compliance with the provisions for the creation of the district.

Director Kinzler further reported that the City has been presented with petitions signed by 83% of the hotel owners in the area of the District, which more than exceeds the statutory required percentage of 60%. Hotel owners in the proposed TBID district have 15 days after the date of the first legal publication to make a written protest.

Commissioner Burow moved, seconded by Commissioner Bronson, that the City Commission adopt Resolution 10221 and set a public hearing to Re-Create the Tourism Business Improvement District (TBID) No. 1307 for February 6, 2018.

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

Rebecca Engum, Great Falls Tourism Business Improvement District, 100 1st Avenue North, expressed appreciation to staff for their efforts to renew the TBID a year early.

There being no one further to address the Commission, Mayor Kelly called for the vote.

Motion Carried 5-0

18. **Ordinance 3179, Establishing and Reserving Titles 7, 11 and 14 of the Official Code of the City of Great Falls (OCCGF).**

Assistant City Attorney Joe Cik reported that Ordinance 3179 establishes and reserves Titles 7, 11, and 14 of the Official Code of the City of Great Falls (OCCGF). There would be no substantive impact on any other provisions of the Code, which would allow for additional provisions in the OCCGF for any future substantive regulation.

Commissioner Bronson moved, seconded by Commissioner Houck, that the City Commission adopt Ordinance 3179.

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

Motion Carried 5-0

19. **Ordinance 3183, Amending Title 2, Chapter 21, Section 040, of the Official Code of the City of Great Falls (OCCGF), Pertaining to Code of Ethics Definitions.**

Assistant City Attorney Joe Cik reported that Ordinance 3183 would amend the Official Code of the City of Great Falls (OCCGF) Title 2, Chapter 21, Section 040, pertaining to Ethics Code Definitions. The proposed Ordinance would change the definition of "Officer" to include the Housing Authority Director.

Commissioner Jones moved, seconded by Commissioner Burow, that the City Commission accept Ordinance 3183 on first reading and set second reading for December 19, 2017.

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

Motion Carried 5-0

20. **Ordinance 3184, to set public hearing to rezone the east 12 feet by 132 feet of Lot 8, Block 49, Black Eagle Falls Addition and sell said property.**

Planning and Community Development Director Craig Raymond reported that this agenda item is a request to accept Ordinance 3184 on first reading and to set a public hearing for January 16, 2018. Ordinance 3184 provides for the rezoning of a 12' x 132' strip of city park land (Lion's Park) from POS Parks and Open Space to C-2 General Commercial. Also under consideration on January 16th will be the sale of the subject property to the adjacent property owner which is PBA Properties LLC. The properties being proposed for rezoning are located at 2815 10th Avenue South located just north of 10th Avenue South between 27th and 29th Street South.

Director Raymond explained that the applicant desires to build an elevator addition onto the existing professional office building. Due to the existing architectural and property line barriers together with building and zoning code requirements, an adjustment of the property lines is necessary if the project is to be successful.

Director Raymond further explained that staff is aware of the community sensitivity to the sale of park property and feel that the proposed sale does not negatively impact enjoyment of the park or the sense of open space that parks afford. The Great Falls Park Board reviewed the requested sale of park land during the February 13th and September 11th meetings and ultimately recommended approval. The Zoning Commission held a public hearing on November 14th on the proposed rezoning of the subject property and recommended approval.

Commissioner Jones moved, seconded by Commissioner Bronson, that the City Commission accept Ordinance 3184 on first reading and set a public hearing for January 16, 2018.

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

Motion Carried 5-0

Commissioner Bronson moved, seconded by Commissioner Houck, that the City Commission set a public hearing for January 16, 2018 to consider the sale of the parkland

property identified as the east 12 feet wide by 132 feet long strip of Lions Park, represented on the proposed Amended Plat of Lots 7 and 8, Block 49, Black Eagle Falls Addition, to PBA Properties, LLC.

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

Motion Carried 5-0

CITY COMMISSION

21. **Miscellaneous reports and announcements from the City Commission.**

Mayor Kelly welcomed Park and Recreation Director Steve Herrig, and thanked Deputy Director Patty Rearden for her efforts.

22. **Commission Initiatives.**

There were no Commission Initiatives.

ADJOURNMENT

There being no further business to come before the Commission, **Mayor Kelly moved, seconded by Commissioner Jones, to adjourn the regular meeting of December 5, 2017, at 10:25 p.m.**

Motion Adopted 5-0

Mayor Bob Kelly

City Clerk Lisa Kunz

**Minutes Approved:
December 19, 2017**



Item: Total Expenditures of \$3,525,844 for the period of November 16, 2017 through December 6, 2017, to include claims over \$5,000, in the amount of \$3,323,376.

From: Fiscal Services

Initiated By: City Commission

Presented By: Melissa Kinzler, Fiscal Services Director

ATTACHMENTS:

- ▣ 5000 Report



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

PRESENTED BY: Fiscal Services Director

ACTION REQUESTED: Approval with Consent Agenda

LISTING OF ALL ACCOUNTS PAYABLE CHECKS ISSUED AVAILABLE ONLINE AT
www.greatfallsmt.net/fiscalservices/check-register-fund

**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 NOVEMBER 23, 2017 - DECEMBER 6, 2017	3,489,034.22
MUNICIPAL COURT ACCOUNT CHECK RUN FOR NOVEMBER 16, 2017-NOVEMBER 29, 2017	36,809.74
TOTAL: \$	3,525,843.96

GENERAL FUND

OTHER ADMIN

CTA ARCHITECTS ENGINEERS	PHASE 1 CC EXTERIOR ENVELOPE	16,638.04
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SPECIAL REVENUE FUND

911 SPECIAL REVENUE

CENTURYLINK	DISPATCH MONTHLY LINE CHARGE (SPLIT AMONG FUNDS)	1,639.14
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STREET DISTRICT

UNITED MATERIALS OF GREAT FALLS	OF 1641.1 13TH ST S RECONSTRUCTION (SPLIT AMONG FUNDS)	3,823.25
DICKMAN EXCAVATION	STREET SANDING SAND	39,588.72

PLANNING & COMMUNITY DEVELOPMENT

GREAT FALLS BUSINESS IMPROVEMENT DISTRICT	MT DEPT OF COMMERCE GRANT TO BID FOR EXECUTION OF DOWNTOWN PEDLET	8,000.00
GREAT FALLS TRANSIT DISTRICT	REIMBURSEMENT FROM UPWP FUNDS RECEIVED	25,762.64

FEDERAL BLOCK GRANTS

IT&M DIVISION INC	INSTALLATION OF AUTOMATIC FIRE SPRINKLER SYSTEM DUNN BROWN BLDG	5,100.00
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PERMITS

CITY MOTOR COMPANY	2-2018 CHEVROLET EQUINOX WAGONS	47,800.00
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ENTERPRISE FUNDS

WATER

WILLIAMS CIVIL CONSTRUCTION	OF 1718 BEECH DR & CHERRY DRIVE WATER MAIN REPLACEMENT	20,223.67
ADVANCED ENGINEERING & ENVIRONMENTAL SERVICES INC	OF 1625 H2O STORAGE TANK EVAL	7,704.27
ADVANCED ENGINEERING & ENVIRONMENTAL SERVICES INC	OF 1625.6 GORE HILL PUMP STATION	8,393.08
SLETTEN CONSTRUCTION CO	OF 1519.6 WTP PH 1 CONSTRUCTION	1,363,631.89
STATE OF MONTANA	1% WITHHOLDING FOR SLETTEN	13,774.06
NALCO COMPANY	CHEMICALS	36,320.00
NORTHWEST PIPE FITTINGS	ALTITUDE CONTROL VALVE	5,520.00
INDUSTRIAL AUTOMATION CONSULTING	OF 1519.6 WTP IMPROVEMENT PHASE 1 UV/CHEM BLDG/ELEC BLDG	10,436.25

SEWER

VEOLIA WATER NORTH AMERICA	SECOND HALF DIGESTER PROJECT	39,092.41
GPD PC	OF 1633.3 WWTP HVAC EVAL	9,025.00
MORRISON-MAIERLE INC	OF 1731 WWTP SAN DUMP STATION	12,261.96

STORM DRAIN

PHILLIPS CONSTRUCTION	OF 1554.6 GF STORM POND UNDERDRAIN	24,713.26
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911 DISPATCH CENTER

CENTURYLINK	DISPATCH MONTHLY LINE CHARGE (SPLIT AMONG FUNDS)	4,202.56
GRABAR VOICE & DATA	NICE UPGRADE/FINAL PAYMENT	12,499.25

PARKING

STANDARD PARKING CORPORATION	CONTRACT SERVICES FOR OCTOBER 17	31,098.64
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INTERNAL SERVICES FUND

HEALTH & BENEFITS

MONTANA MUNICIPAL INTERLOCAL AUTHORITY	HEALTH INSURANCE PREMIUM FOR DECEMBER 2017	743,523.80
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CENTRAL GARAGE

MOUNTAIN VIEW CO-OP	FUEL-DIESEL	30,615.64
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PUBLIC WORKS ADMINISTRATION

KENCO SECURITY & TECHNOLOGY	SECURITY CAMERA EQUIPMENT UPGRADE & INSTALL	13,196.58
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CC FACILITY SERVICES

A T KLEMENS INC	CONVENTION CENTER REPAIR / REPLACE FLEX DUCT	14,053.00
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TRUST AND AGENCY

COURT TRUST MUNICIPAL COURT

CITY OF GREAT FALLS	FINES & FORFEITURES COLLECTIONS	27,169.67
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PAYROLL CLEARING

STATE TREASURER	MONTANA TAXES	47,086.00
ICMA RETIREMENT TRUST	EMPLOYEE CONTRIBUTIONS	5,740.77
FIREFIGHTER RETIREMENT	FIREFIGHTER RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	56,182.11
STATEWIDE POLICE RESERVE FUND	POLICE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	65,261.32
PUBLIC EMPLOYEE RETIREMENT	PUBLIC EMPLOYEE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	126,262.04
US BANK	FEDERAL TAXES, FICA & MEDICARE	216,570.19
AFLAC	EMPLOYEE CONTRIBUTIONS	11,346.38
LABORERS INTERNATIONAL UNION	EMPLOYEE CONTRIBUTIONS	27,713.34
WESTERN CONF OF TEAMSTERS	EMPLOYEE CONTRIBUTIONS	16,858.48
MONTANA OE - CI TRUST FUND	EMPLOYEE CONTRIBUTIONS	26,160.85
NATIONWIDE RETIREMENT SOLUTIONS	EMPLOYEE CONTRIBUTIONS	12,763.15
MONTANA VEBA HRA	EMPLOYEE CONTRIBUTIONS	9,852.25

CASTLE PINES TRUST

UNITED MATERIALS OF GREAT FALLS	OF 1641.1 13TH ST S RECONSTRUCTION (SPLIT AMONG FUNDS)	16,234.73
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UTILITY BILLS

ENERGY WEST RESOURCES	NOVEMBER 2017 MONTHLY CHARGES	22,746.62
NORTHWESTERN ENERGY	NOVEMBER 2017 SLD CHARGES	79,838.22
NORTHWESTERN ENERGY	OCTOBER 2017 WATERPLANT CHARGES	6,953.26

CLAIMS OVER \$5000 TOTAL:		\$ <u>3,323,376.49</u>
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Item: Contracts List

From: City Clerk's Office

Initiated By: Various Departments

Presented By: City Commission

ATTACHMENTS:

- ▢ Contracts List

COMMUNICATION TO THE CITY COMMISSION

DATE: December 19, 2017

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	Park & Recreation Public Works	United States Air Force – Malmstrom Air Force Base	03/17/2014 – 03/16/2019	N/A	Department of the Air Force Supplemental Agreement No. 2 to Lease SPC-MLM-2-04-0032 to maintain the landscaping on Air Force property at 57 th Street & 10 th Avenue North (031604.14 and 041712.8G) OF 1256
B	Park & Recreation	Pierce Flooring	12/04/2017 – 01/15/2018	\$5,944	Agreement to remove and replace carpet at the Community Recreation Center, 801 2 nd Avenue North

C	Park & Recreation	Walker Design Group, LLC	10/30/2017 – 05/31/2020	\$4,563 – 2018 \$4,677 – 2019 \$4,794 - 2020	Professional Services Agreement for design services for the Ice Breaker Road Race
D	Planning & Community Development	Anderson Zurmuehlen & Co., P.C.	12/2017	Range from \$7,500 to \$10,000	Engagement letter to provide special emphasis audit services on the CDBG program administered by the City, and NeighborWorks Great Falls usage of CDBG funds for the period of July 1, 2012 – June 30, 2016, and to issue a written report of findings.
E	Planning & Community Development	YWCA Great Falls	07/01/2017 – 06/30/2018	\$19,937	2017/2018 Community Development Block Grant Agreement to seal and replace the asbestos flooring located on the 2 nd floor of the YWCA, which houses the Emergency Housing Shelter (City Commission approved Annual Action Plan and use of 2017/2018 CDBG & HOME funds on June 20, 2017, Item #18)



Item: Construction Final Pay: 8th Avenue North Water Main Replacement - 18th Street to 24th Street & 32nd Street to 34th Street, O.F. 1716

From: Engineering Division

Initiated By: Public Works Department

Presented By: Jim Rearden, Public Works Director

Action Requested: Consider and Approve Final Pay Request

Suggested Motion:

1. Commissioner moves:

"I move the City Commission (approve/not approve) Final Payment for the 8th Avenue North Water Main Replacement – 18th Street to 24th Street & 32nd Street to 34th Street, in the amount of \$44,417.02 to United Materials of Great Falls, Inc., and \$448.66 to the State Miscellaneous Tax Fund and authorize the City Manager to make the payments."

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

Staff Recommendation:

Approve final payment request.

Summary:

This project replaced water mains that have been failing with increasing frequency, causing damage to property, roadways and disrupting water service to local residents and businesses.

Also, the Montana Department of Transportation (MDT) had an overlay project on 8th Avenue North between 15th Street and 26th Street scheduled to start once the City's water main replacement project was completed.

Background:

Six bids were received and opened for this project on April 5, 2017.

United Materials submitted the low bid of \$923,135.00.

The City Commission awarded the contract to United Materials on April 18, 2017.

The final project cost is \$897,313.53 which is \$25,821.47 (2.8%) less than the total contract amount.

This project replaced 6,214 lineal feet of 6-inch, 8-inch and 12-inch cast iron water main with 8-inch and 12-inch PVC water main; replaced 12 fire hydrants; 137 water service connections; 6,300 square yards of gravel; and 6,300 square yards of asphalt pavement. The project locations included:

- 8th Avenue North from 18th Street to 24th Street.
- 21st Street from 7th Avenue North to 8th Avenue North.
- 8th Avenue North from 32nd Street to 34th Street.
- 32nd Street from 7th Avenue North to 8th Avenue North.
- Big Spur Road from 7th Avenue North to 400 feet north.
- 7th Avenue North from Big Spur Road to 42nd Street.
- 42nd Street from 7th Avenue North to 6th Alley North.

United Materials has completed all work and items on the punch list. The City can accept the project and execute Final Payment. The two year warranty period started at the time of substantial completion, which was September 13, 2017.

Fiscal Impact:

This project is funded through the Water Capital Improvement fund.

Alternatives:

The City Commission could vote to deny Final Pay.

ATTACHMENTS:

- Final Pay O.F.1716



City of Great Falls
 2 Park Dr S
 Great Falls, MT 59401
 Phone (406) 455-8425

**Purchase Order
 No. 2017-00000305**

DATE 04/21/2017

Ship To
 CITY OF GREAT FALLS
 PUBLIC WORKS DEPARTMENT
 1005 25TH AVE NE
 GREAT FALLS, MT 59404

Bill To
 CITY OF GREAT FALLS
 ACCOUNTS PAYABLE
 PO BOX 5021
 GREAT FALLS, MT 59403

Vendor
Vendor No. 1072
 UNITED MATERIALS OF GREAT FALLS INC
 PO BOX 1690
 GREAT FALLS, MT 59403-1690

DELIVER BY
SHIP VIA
FREIGHT TERMS
 PAGE 1 of 1
ORIGINATOR: Kari Wambach

NOTE:

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	EACH	CONTRACT SERVICES - OF 1716 8TH AVE N WMR APP 041817 5210.31.556.49310 - IMPROVEMENTS OTHER THAN BUILDINGS 913,903.65 PW351702	913,903.6500	\$913,903.65
<i>Final Pay Close PO</i>				
PURCHASE ORDER TOTAL				\$913,903.65

Special Instructions: PURCHASE ORDER NO. MUST APPEAR ON ALL INVOICES, PACKING SLIPS, AND CORRESPONDENCE.

By accepting this purchase order contract, both the seller and the City of Great Falls agree that they will perform their obligations in accordance with all applicable laws and ordinances. All documents relative to this purchase order contract shall be interpreted and construed according to the laws of the State of Montana.

PROJECT FUNDING/EXPENDITURE SUMMARY

8th Avenue North Water Main Replacement - 18th Street thru 24th Street & 32nd Street thru 34th Street

PREPARED BY THE CITY ENGINEERS OFFICE O. F. 1716

PAYEE	FUND	CLAIM - NUMBER / AMOUNT / DATE						NO. 6	FINAL	CONTRACT AMOUNT	EXPENDITURES TO DATE	BALANCE
		NO. 1	NO. 2	NO. 3	NO. 4	NO. 5	NO. 6					
CONTRACTOR: United Materials of Great Falls, Inc.	Water	\$29,163.59	\$161,733.32	\$199,437.49	\$198,751.16	\$206,805.12	\$48,032.69	\$44,417.02	\$913,903.65	\$888,340.39	\$25,563.26	
	TOTAL	\$29,163.59	\$161,733.32	\$199,437.49	\$198,751.16	\$206,805.12	\$48,032.69	\$44,417.02	\$913,903.65	\$888,340.39	\$25,563.26	
	INVOICE DATE	5/1/2017	6/2/2017	7/5/2017	8/3/2017	9/5/2017	10/4/2017	11/30/2017				
DEPT. OF REV. United Materials of Great Falls, Inc.	Water	\$294.58	\$1,633.67	\$2,014.52	\$2,007.59	\$2,088.94	\$485.18	\$448.66	\$9,231.35	\$8,973.14	\$258.21	
	TOTAL	\$294.58	\$1,633.67	\$2,014.52	\$2,007.59	\$2,088.94	\$485.18	\$448.66	\$9,231.35	\$8,973.14	\$258.21	
	INVOICE DATE	5/1/2017	6/2/2017	7/5/2017	8/3/2017	9/5/2017	10/4/2017	11/30/2017				
MISCELLANEOUS	Water	\$2,023.75	\$699.60	\$19.77	\$6.59	\$13.18	\$6.59	\$65.00	\$5,000.00	\$3,231.98	\$1,768.02	
	TOTAL	\$2,023.75	\$699.60	\$19.77	\$6.59	\$13.18	\$6.59	\$65.00	\$5,000.00	\$3,231.98	\$1,768.02	
	INVOICE DATE	3/3/2017	3/13/2017	5/11/2017	5/15/2017	6/23/2017	7/3/2017	7/24/2017				
	VENDOR	DEQ	Tribune	Certified Mail	Certified Mail	Certified Mail	Certified Mail	McCullough Wreac	\$928,135.00	\$900,545.51	\$27,589.49	
	Water	\$397.50										
	TOTAL	\$397.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
	INVOICE DATE	8/3/2017										
	VENDOR	Terracon										
PROJECT #	ACCOUNT NUMBER	FUND DESIGNATION	FUNDING	EXPENDITURES	BALANCE							
PW 351702												
	5210-31-556-49310	Construction - Water	\$928,135.00	\$897,313.53	\$25,821.47							
	5210-31-556-43590	Misc - Water	\$5,000.00	\$3,231.98	\$1,768.02							
	TOTALS		\$928,135.00	\$900,545.51	\$27,589.49							



APPLICATION FOR PAYMENT NO. FINAL

To: City of Great Falls (OWNER)
 From: United Materials of Great Falls, Inc. (CONTRACTOR)
 Contract: 8th Avenue North Water Main Replacement – 18th St. to 24th St. & 32nd St. to 34th St., O. F. 1716
 Project: Water Main Replacement
 OWNER's Contract No. _____ ENGINEER's Project No. PW351702
 For Work accomplished through the date of: November 28, 2017


1.	Original Contract Price:	\$	<u>923,135.00</u>
2.	Net change by Change Orders and Written Amendments (+ or -):	\$	<u>0.00</u>
3.	Current Contract Price (1 plus 2):	\$	<u>923,135.00</u>
4.	Total completed \$ _____ and stored \$ _____ to date:	\$	<u>897,313.53</u>
5.	Retainage (per Agreement):		
	<u>0</u> % of Completed Work: \$ <u>0.00</u>		
	<u>0</u> % of stored material: \$ <u>0.00</u>		
	Total Retainage:	\$	<u>0.00</u>
6.	Total completed and stored to date less retainage (4 minus 5):	\$	<u>897,313.53</u>
7.	Less previous Applications for Payments:	\$	<u>852,447.85</u>
8.	Gross Amount Due this application: (6 minus 7):	\$	<u>44,865.68</u>
9.	Less 1% State Gross Receipts Tax:	\$	<u>448.66</u>
10.	DUE THIS APPLICATION (8 MINUS 9):	\$	<u>44,417.02</u>

Accompanying Documentation:

CONTRACTOR's Certification:


The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through FINAL inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated 11-29-17

 CONTRACTOR
 By: 

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated NOVEMBER 30, 2017

 City of Great Falls
 ENGINEER
 By: 

EJCDC No. 1910-8-E (1996 Edition)
 Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute. Modified by the City of Great Falls to add items 9 and 10.



City of Great Falls
 2 Park Dr S
 Great Falls, MT 59401
 Phone (406) 455-8425

Purchase Order
No. 2017-00000306

DATE 04/21/2017

Ship To
 CITY OF GREAT FALLS
 PUBLIC WORKS DEPARTMENT
 1005 25TH AVE NE
 GREAT FALLS, MT 59404

Bill To
 CITY OF GREAT FALLS
 ACCOUNTS PAYABLE
 PO BOX 5021
 GREAT FALLS, MT 59403

Vendor
Vendor No. 1129
 STATE OF MONTANA
 DEPT OF REVENUE
 MISC TAX DIVISION - MITCHELL BLDG
 PO BOX 5835
 HELENA, MT 59604-5835

DELIVER BY
SHIP VIA
FREIGHT TERMS
 PAGE 1 of 1
ORIGINATOR: Kari Wambach

NOTE:

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	EACH	CONTRACT SERVICES - 1% WITHHOLDING FOR UNITED MAT ON OF 1716 5210.31.556.49310 - IMPROVEMENTS OTHER THAN BUILDINGS 9,231.35 PW351702	9,231.3500	\$9,231.35
<i>Final Pay</i> <i>Close PO</i>				
PURCHASE ORDER TOTAL				\$9,231.35

Special Instructions: PURCHASE ORDER NO. MUST APPEAR ON ALL INVOICES, PACKING SLIPS, AND CORRESPONDENCE.

By accepting this purchase order contract, both the seller and the City of Great Falls agree that they will perform their obligations in accordance with all applicable laws and ordinances. All documents relative to this purchase order contract shall be interpreted and construed according to the laws of the State of Montana.

PROJECT FUNDING/EXPENDITURE SUMMARY

8th Avenue North Water Main Replacement - 18th Street thru 24th Street & 32nd Street thru 34th Street

PREPARED BY THE CITY ENGINEERS OFFICE O. F. 1716

12/30/17

PAYEE	FUND	CLAIM - NUMBER / AMOUNT / DATE						CONTRACT AMOUNT	EXPENDITURES TO DATE	BALANCE	
		NO. 1	NO. 2	NO. 3	NO. 4	NO. 5	NO. 6				FINAL
CONTRACTOR: United Materials of Great Falls, Inc.	Water	\$29,163.59	\$161,733.32	\$199,437.49	\$198,751.16	\$206,805.12	\$48,032.69	\$913,903.65	\$888,340.39	\$25,563.26	
	TOTAL	\$29,163.59	\$161,733.32	\$199,437.49	\$198,751.16	\$206,805.12	\$48,032.69	\$913,903.65	\$888,340.39	\$25,563.26	
	INVOICE DATE	5/1/2017	6/2/2017	7/5/2017	8/3/2017	9/5/2017	10/4/2017				
MT DEPT. OF REV. United Materials of Great Falls, Inc.	Water	\$294.58	\$1,633.67	\$2,014.52	\$2,007.59	\$2,088.94	\$485.18	\$9,231.35	\$8,973.14	\$258.21	
	TOTAL	\$294.58	\$1,633.67	\$2,014.52	\$2,007.59	\$2,088.94	\$485.18	\$9,231.35	\$8,973.14	\$258.21	
	INVOICE DATE	5/1/2017	6/2/2017	7/5/2017	8/3/2017	9/5/2017	10/4/2017				
MISCELLANEOUS	Water	\$2,023.75	\$699.60	\$19.77	\$6.59	\$13.18	\$6.59	\$5,000.00	\$3,231.98	\$1,768.02	
	TOTAL	\$2,023.75	\$699.60	\$19.77	\$6.59	\$13.18	\$6.59	\$5,000.00	\$3,231.98	\$1,768.02	
	INVOICE DATE	3/3/2017	3/13/2017	5/11/2017	5/15/2017	6/23/2017	7/3/2017				
	VENDOR	DEQ	Tribune	Certified Mail	Certified Mail	Certified Mail	Certified Mail				
	Water	\$397.50									
	TOTAL	\$397.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
INVOICE DATE	8/2/2017										
VENDOR	Terracon										
								\$928,135.00	\$900,545.51	\$27,589.49	

PROJECT #	ACCOUNT NUMBER	FUND DESIGNATION	FUNDING	EXPENDITURES	BALANCE
PW 351702					
	5210-31-556-49310	Construction - Water	\$923,135.00	\$897,313.53	\$25,821.47
	5210-31-556-43590	Misc - Water	\$5,000.00	\$3,231.98	\$1,768.02
	TOTALS		\$928,135.00	\$900,545.51	\$27,589.49



Contractors Gross Receipts Gross Receipts Withholding Return

1. Contract Awarded by: Agency Prime Contractor

Federal Identification Number (FEIN): 81 - 6001269		
Name: City of Great Falls		
Address: PO Box 5021		
City: Great Falls	State: MT	Zip Code 59403

2. Contract Awarded to: Prime Contractor Sub Contractor

Federal Identification Number (FEIN): 81 - 0406935		
Name: United Materials		
Address: PO Box 1690		
City: Great Falls	State: MT	Zip Code 59403

3. Government Issued Contract Number	3.	OF 1716
4. Contract Award Date	4.	18-Apr-17
5. Month and year increment payment earned	5.	Nov-17
6. Gross amount due prime contractor or sub-contractor at the time of this report	6.	\$44,865.68
7. Amount Withheld (1% of line 6) (If payment made to prime contractor from awarding agency, remittance must accompany this report)	7.	\$448.66
8. Net amount paid prime contractor or sub-contractor at the time of this report	8.	\$44,417.02
9. Check proper box for type of return being filed:		
<input checked="" type="checkbox"/> Remittance attached for credit to prime contractor's account (amount paid)	9a.	\$448.66
<input type="checkbox"/> Sub-Contractor allocation. Authorization to transfer credit to sub-contractor Failure of prime contractor to file a distribution report within thirty (30) days of payment will result in a 10% penalty. Date payment made to sub-contractor	9b.	27-Dec-17

10. Description of work to be performed: Water main replacement.

11. Location of work to be performed (be specific): 8th Avenue North and 18th thru 24th Street. 32nd thru 34th Streets in Great Falls, MT.

The agency or contractor must, in accordance with Section 15-5-206, Montana Code Annotated, withhold one percent (1%) of incremental payments due the contractor or sub-contractor. Amounts withheld from a prime contractor must be forwarded with this report to the Department of Revenue. Amounts withheld from sub-contractors must be reported on this form so that proper allocation of credit can be made from prime contractor's account to the sub-contractor.

Return Submitted by: Agency Prime Contractor Sub-Contractor

Award Authorization

Preparer's Signature: [Redacted Signature]

Preparer's Title: Engineering Administrative Secretary Date: 30 Nov 17

Phone: 406.771.1258 Fax: 406.771.0700

Mail this return to:

Department of Revenue, P.O. Box 5835, Helena, MT 59604-5835



Item: Final Payment: Gore Hill Water Tower - Water Main Extension, Office File 1625.2

From: Engineering Division

Initiated By: Public Works Department

Presented By: Jim Rearden, Public Works Director

Action Requested: Approve Final Pay Request for Office File 1625.2

Suggested Motion:

1. Commissioner moves:

"I move the City Commission (approve/not approve) Final Payment for the Gore Hill Water Tower – Water Main Extension, in the amount of \$12,014.39 to Ed Boland Construction and \$121.36 to the State Miscellaneous Tax Fund and authorize the City Manager to make the payments."

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

Staff Recommendation:

Approve Final Payment Request.

Summary:

This project installed a new water main to service the new Gore Hill Water Tower which is anticipated to be constructed during the 2018 and 2019 construction seasons. The new water main created a looped system by connecting to existing water mains located near the northeast corner of the Crystal Inn's property and at the intersection of 38th Avenue Southwest and 29th Street Southwest. The new water main runs north of the Flying J property on land that the City purchased for the new water tower. The water main also runs in an existing utility easement located on the eastern edge of the Flying J property. The new water main is a 16-inch diameter transmission main and provides capacity for future extensions should property around this location develop and annex into the City.

Background:

Citizen Participation

The construction activity required temporarily shutting off the water to the Crystal Inn, the Flying J Travel Plaza, and the Great Falls Ice Plex while gate valves were installed. The water outage to these

businesses was less than four (4) hours. Staff contacted the Crystal Inn, the Flying J Travel Plaza, and the Great Falls Ice Plex in advance of the water outage. This contract required the water outage to occur during the least disruptive times as identified by the Crystal Inn representative. The location of the construction activities did not interfere with access to these businesses. The contractor was also required to maintain access to the residential properties to the east of the site.

Workload Impacts

The City has a Professional Services Agreement with Advanced Engineering and Environmental Services (AE2S) that provided the design and construction documents for this project. AE2S also designed and provided the construction documents for the new Gore Hill Water Tower. City engineering staff performed construction inspection and contract administration duties for the water main extension improvements. Public Works is responsible for maintaining the improvements installed during this project.

Purpose

The purpose of this project was to extend a new water main to the location of the future Gore Hill Water Tower.

Project Work Scope

This project installed 1,452 lineal feet of 12-inch and 16-inch C900 PVC water main pipe; installed 2 new fire hydrants; installed 10 new valves; and stubbed out the water main piping for connecting to the future water tower.

Evaluation and Selection Process

Seven (7) bids were received and opened for this project on June 8, 2017. The bids for this project ranged from \$277,961.00 to \$486,248.00. Ed Boland Construction submitted the low bid and executed all of the necessary documents. The City Commission awarded the contract on June 20, 2017.

Final Payment

The final project cost is \$242,715.00 which is \$35,246.00 less than the amount originally awarded and approved. The difference was due to the uncertainty associated with the suitability of the subsurface soils. Over excavation of unsuitable soils and importing suitable backfilling material was not required to the extent estimated during the design of the project.

Conclusion

City staff recommends making the Final Payment. City staff verified that Ed Boland Construction has completed all work and punch list items in accordance with the plans and the contract. The two year warranty period started at the time of substantial completion which was September 6, 2017.

Fiscal Impact:

Funding for this project is through the Water Capital Improvement fund.

Alternatives:

The City Commission could vote to deny Final Payment.

ATTACHMENTS:

- OF 1625.2 Final Pay Water Main Docs



City of Great Falls
 2 Park Dr S
 Great Falls, MT 59401
 Phone (406) 455-8425

**Purchase Order
 No. 2018-00000053**

DATE 08/10/2017

Ship To
 CITY OF GREAT FALLS
 PUBLIC WORKS DEPARTMENT
 1005 25TH AVE NE
 GREAT FALLS, MT 59404

Bill To
 CITY OF GREAT FALLS
 ACCOUNTS PAYABLE
 PO BOX 5021
 GREAT FALLS, MT 59403

Vendor
Vendor No. 3261
 ED BOLAND CONSTRUCTION INC
 4701 N STAR BLVD
 GREAT FALLS, MT 59405

DELIVER BY
SHIP VIA
FREIGHT TERMS
 PAGE 1 of 1
ORIGINATOR: Kari Wambach

NOTE:

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	EACH	CONTRACT SERVICES - OF 1625.2 GORE HILL TANK REPL/WM APP 062017 5210.31.555.49310 - IMPROVEMENTS OTHER THAN BUILDINGS 275,181.39 PW371510	275,181.3900	\$275,181.39
<i>Final Pay Close PO</i>				
PURCHASE ORDER TOTAL				\$275,181.39

Special Instructions: PURCHASE ORDER NO. MUST APPEAR ON ALL INVOICES, PACKING SLIPS, AND CORRESPONDENCE.

By accepting this purchase order contract, both the seller and the City of Great Falls agree that they will perform their obligations in accordance with all applicable laws and ordinances. All documents relative to this purchase order contract shall be interpreted and construed according to the laws of the State of Montana.

PROJECT FUNDING/EXPENDITURE SUMMARY
Gore Hill Tank Replacement, O.F. 1625.2

FINAL PAY REQUEST

PREPARED BY THE CITY ENGINEERS OFFICE: JEP DATE: 11/27/2017

PAYEE	FUND	CLAIM - NUMBER / AMOUNT / DATE					CONTRACT AMOUNT	EXPENDITURES TO DATE	BALANCE
		NO. 1	NO. 2	NO. 3	NO. 4	NO. 5			
Consultant: Macek Companies, Inc	Water Plant 5210.31.555.43590	\$1,860.00	\$4,600.00				\$18,000.00	\$6,460.00	\$11,540.00
	DATE	06/29/16	04/19/17						
	Water Plant 5210.31.555.43590	NO. 6	NO. 7	NO. 8	NO. 9	NO. 10			
	DATE								

First American Title Company	Water Plant 5210.31.555.49110	\$31,934.00					\$31,934.00	\$31,934.00	\$0.00
	DATE	04/13/17							

Miscellaneous Land Purchase	Water Plant 5210.31.555.49110	\$500.00	\$500.00	\$3,500.00	\$125.00	\$173.62	\$30,366.00	\$5,021.12	\$25,344.88
	Vendor	Macek Comp	CoGF	CoGF	DEQ	Tribune			
	DATE	10/18/16	12/02/16	12/06/16	12/12/16	01/24/17			
		NO. 6	NO. 7	NO. 8	NO. 9	NO. 10			
		\$188.07	\$63.00	(\$546.07)	\$517.50	\$0.00			
	03/23/17	04/14/17	04/20/17	10/24/17					

Contractor: Ed Boland Construction, Inc	Water Plant 5210.31.555.49310	\$228,273.46	\$12,014.39				\$275,181.39	\$240,287.85	\$34,893.54
	DATE	09/07/17	11/15/17						
MT. DEPT. OF REV. 1%	Water Plant 5210.31.555.49310	\$2,305.79	\$121.36				\$2,779.61	\$2,427.15	\$352.46
	DATE	09/07/17	11/15/17				\$277,961.00	\$242,715.00	\$35,246.00

Contractor: Landmark Structures I, LP	Water Plant 5210.31.555.49310						\$2,422,629.00	\$0.00	\$2,422,629.00
	DATE								
MT. DEPT. OF REV. 1%	Water Plant 5210.31.555.49310						\$24,471.00	\$0.00	\$24,471.00
	DATE						\$2,447,100.00	\$0.00	\$2,447,100.00

Water Plant		NO. 1	NO. 2	NO. 3	NO. 4	NO. 5	
Miscellaneous Construction	5210.31.555.43590	\$601.34	\$1,639.50	\$295.00	\$688.04	\$200.00	\$8,000.00
	Vendor	Tribune	DEQ	DEQ	Tribune	Master Card	\$7,356.88
	DATE	05/17/17	05/17/17	07/19/17	07/31/17	08/07/17	
	Vendor	NO. 6	NO. 7	NO. 8	NO. 9	NO. 10	
	NorthWestern	\$3,933.00					
	DATE	09/20/17					
						TOTALS	\$2,813,361.00
						TOTALS	\$2,519,874.00

PROJECT #	ACCOUNT NUMBER	FUND DESIGNATION	FUNDING	EXPENDITURES	BALANCE
PW371510		Water Plant			
	5210.31.555.43590	Professional Services	\$18,000.00	\$6,460.00	\$11,540.00
	5210.31.555.49110	Miscellaneous Land Purchase	\$62,300.00	\$36,955.12	\$25,344.88
	5210.31.555.49310	Construction	\$2,725,061.00	\$242,715.00	\$2,482,346.00
	5210.31.555.43590	Miscellaneous	\$8,000.00	\$7,356.88	\$643.12
TOTALS			\$2,813,361.00	\$293,487.00	\$2,519,874.00

Miscellaneous Land Purchase: No 1 Ernest Money; No 2 Annex App; No 3 Annex Zoning Map Amend & CUP; No 4 DEQ Joint Application;
 No 5 Legal add public hearing
 No 6 Legal add public hearing; No 7 is three easements total of 9 pages; No 8 is a credit from Title Company
 Master Card purchase No. 5 was to DEQ for a Deviation Request.
 No 9 is for the storm drain fee 2.07*\$250 (Interoffice Memo)



Modified Contractor's Application for Payment No. 2 Final

Application Period	August 24, 2017 - November 14, 2017	Application Date	November 15, 2017
To (Owner)	City of Great Falls - Attention Jesse Patton	Via (Engineer)	Jesse Patton - Public Works Senior Engineer
Project	Gore Hill Water Tower - Water Main Extension	Contract	Ed Boland Construction, Inc Gore Hill Water Tower - Water Main Extension Office File 1625.2
Owner's Contract No.	O.F. 1625.2	Contractor's Project No.	
		Engineer's Project No.	PW371510

Application For Payment Change Order Summary

Approved Change Orders Number	Additions	Deductions
TOTALS	\$0.00	\$0.00
NET CHANGE BY CHANGE ORDERS		\$0.00

1. ORIGINAL CONTRACT PRICE..... \$ 277,961.00
2. Net change by Change Orders..... \$
3. Current Contract Price (Line 1 ± 2)..... \$ 277,961.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)..... \$ 5242,715.00
5. RETAINAGE:
 - a. 5% X \$0.00 Work Completed..... \$ 50.00
 - b. 0% X \$0.00 Stored Material..... \$ 50.00
 - c. Total Retainage (Line 5a + Line 5b)..... \$ 50.00
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)..... \$ 5242,715.00
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ 5230,579.25
8. AMOUNT DUE THIS APPLICATION..... \$ 12,135.75
9. MT DEPT OF REVENUE GROSS TAX (1%)..... \$ 121.36
10. AMOUNT DUE TO CONTRACTOR..... \$ 12,014.39
11. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)..... \$ 335,246.00

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

CONTRACTOR: [REDACTED]

Date: 11-15-17

Payment of \$ \$12,135.75 (Line 8 or other - attach explanation of the other amount)

is recommended by: [REDACTED] (Engineer) _____ (Date)

Payment of: \$ \$12,135.75 (Line 8 or other - attach explanation of the other amount)

is approved by: [REDACTED] (Owner) _____ (Date)

Approved by: _____ N/A _____ (Date)

Funding Agency (if applicable) _____ (Date)

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract)		Gore Hill Water Tower - Water Main Extension Office File 1625 2													
Application Period		August 24, 2017 - November 14, 2017		Application Number 2		November 15, 2017		Application Date		November 15, 2017					
Bid Item No	Item Description	A		B		C	D	E	F						
		Bid Item Quantity	Unit Price	Bid Item Value (\$)	Estimated Quantity Installed				Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)		
101	Mobilization	1	\$5,000.00	\$5,000.00	100%	\$5,000.00			\$5,000.00	100.0%					
102	16" DR18 C900 PVC Pipe	1395	\$93.00	\$129,735.00	1398	\$130,014.00			\$130,014.00	100.2%	-\$279.00				
103	12" DR14 C900 PVC Pipe	54	\$74.00	\$3,996.00	54	\$3,996.00			\$3,996.00	100.0%					
104	8" DR14 C900 PVC Pipe	5	\$68.00	\$340.00	5	\$340.00			\$340.00	100.0%					
105	6" DR14 C900 PVC Pipe	68	\$55.00	\$3,740.00	72	\$3,960.00			\$3,960.00	105.9%	-\$220.00				
106	PO Ductile Iron Fittings	6800	\$4.25	\$28,900.00	6800	\$28,900.00			\$28,900.00	100.0%					
107	16" PO Butterfly Valve	4	\$3,850.00	\$15,400.00	4	\$15,400.00			\$15,400.00	100.0%					
108	12" PO Gate Valve	3	\$2,475.00	\$7,425.00	3	\$7,425.00			\$7,425.00	100.0%					
109	8" Cut-In Gate Valve	1	\$3,325.00	\$3,325.00	1	\$3,325.00			\$3,325.00	100.0%					
110	6" FL X PO Gate Valve	2	\$1,450.00	\$2,900.00	2	\$2,900.00			\$2,900.00	100.0%					
111	Fire Hydrant Assembly	2	\$5,600.00	\$11,200.00	2	\$11,200.00			\$11,200.00	100.0%					
112	12" Connect to Existing (Behind Crystal Inn)	1	\$1,650.00	\$1,650.00	1	\$1,650.00			\$1,650.00	100.0%					
113	12" Connect to Existing (38th Ave)	1	\$1,650.00	\$1,650.00	1	\$1,650.00			\$1,650.00	100.0%					
114	Clear, Grub, Strip Topsoil & Stockpile	1	\$4,850.00	\$4,850.00	1	\$4,850.00			\$4,850.00	100.0%					
115	Access Road	1	\$14,200.00	\$14,200.00	1	\$14,200.00			\$14,200.00	100.0%					
116	Restoration and Seeding	1	\$2,000.00	\$2,000.00	1	\$2,000.00			\$2,000.00	100.0%					
117	Erosion Control, SWPPP & Permits	1	\$2,500.00	\$2,500.00	1	\$2,500.00			\$2,500.00	100.0%					
118	Type II Bedding	100	\$27.00	\$2,700.00	15	\$405.00			\$405.00	15.0%	\$2,295.00				
119	Flowable Fill	50	\$110.00	\$5,500.00							\$5,500.00				
120	Imported Backfill	350	\$17.00	\$5,950.00							\$5,950.00				
121	Miscellaneous Work*	25000	\$1.00	\$25,000.00	3000	\$3,000.00			\$3,000.00	12.0%	\$22,000.00				
	*4 concrete valve blocks installed under 16" butterfly @ \$750 ea														
Totals												\$242,715.00	\$242,715.00	87.3%	\$35,246.00



City of Great Falls
 2 Park Dr S
 Great Falls, MT 59401
 Phone (406) 455-8425

**Purchase Order
 No. 2018-00000054**

DATE 08/09/2017

Ship To
 CITY OF GREAT FALLS
 PUBLIC WORKS DEPARTMENT
 1005 25TH AVE NE
 GREAT FALLS, MT 59404

Bill To
 CITY OF GREAT FALLS
 ACCOUNTS PAYABLE
 PO BOX 5021
 GREAT FALLS, MT 59403

Vendor
 Vendor No. 1129
 STATE OF MONTANA
 DEPT OF REVENUE
 MISC TAX DIVISION - MITCHELL BLDG
 PO BOX 5835
 HELENA, MT 59604-5835

**DELIVER BY
 SHIP VIA
 FREIGHT TERMS
 PAGE 1 of 1
 ORIGINATOR: Kari Wambach**

NOTE:

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	EACH	CONTRACT SERVICES - 1% WITHHOLDING FOR ED BOLAND CONST ON OF 1625.2 WM 5210.31.555.49310 - IMPROVEMENTS OTHER THAN BUILDINGS 2,779.61 PW371510	2,779.6100	\$2,779.61
<i>Final Pay Close PO</i>				
PURCHASE ORDER TOTAL				\$2,779.61

Special Instructions: PURCHASE ORDER NO. MUST APPEAR ON ALL INVOICES, PACKING SLIPS, AND CORRESPONDENCE.

By accepting this purchase order contract, both the seller and the City of Great Falls agree that they will perform their obligations in accordance with all applicable laws and ordinances. All documents relative to this purchase order contract shall be interpreted and construed according to the laws of the State of Montana.

PROJECT FUNDING/EXPENDITURE SUMMARY
Gore Hill Tank Replacement, O.F. 1625.2

FINAL PAY REQUEST

PREPARED BY THE CITY ENGINEERS OFFICE: JEP DATE: 11/27/2017

PAYEE	FUND	CLAIM - NUMBER / AMOUNT / DATE					CONTRACT AMOUNT	EXPENDITURES TO DATE	BALANCE
		NO. 1	NO. 2	NO. 3	NO. 4	NO. 5			
Consultant: Wacek Companies, Inc	Water Plant 5210.31.555.43590	NO. 1 \$1,860.00	NO. 2 \$4,600.00	NO. 3	NO. 4	NO. 5	\$18,000.00	\$6,460.00	\$11,540.00
	DATE	06/29/16	04/19/17						
	Water Plant 5210.31.555.43590	NO. 6	NO. 7	NO. 8	NO. 9	NO. 10			
	DATE								
First American Title Company	Water Plant 5210.31.555.49110	NO. 1 \$31,934.00	NO. 2	NO. 3	NO. 4	NO. 5	\$31,934.00	\$31,934.00	\$0.00
	DATE	04/13/17							
Miscellaneous Land Purchase	Water Plant 5210.31.555.49110	NO. 1 \$500.00	NO. 2 \$500.00	NO. 3 \$3,500.00	NO. 4 \$125.00	NO. 5 \$173.62	\$30,366.00	\$5,021.12	\$25,344.88
	Vendor	Macek Comp	CoGF	CoGF	DEQ	Tribune			
	DATE	10/18/16	12/02/16	12/06/16	12/12/16	01/24/17			
		NO. 6 \$188.07	NO. 7 \$63.00	NO. 8 (\$546.07)	NO. 9 \$517.50	NO. 10 \$0.00			
	DATE	03/23/17	04/14/17	04/20/17	10/24/17				
Contractor: Ed Boland Construction, Inc	Water Plant 5210.31.555.49310	NO. 1 \$228,273.46	NO. 2 \$12,014.39	NO. 3	NO. 4	NO. 5	\$275,181.39	\$240,287.85	\$34,893.54
	DATE	09/07/17	11/15/17						
MT. DEPT. OF REV. 1%	Water Plant 5210.31.555.49310	NO. 1 \$2,305.79	NO. 2 \$121.36	NO. 3	NO. 4	NO. 5	\$2,779.61	\$2,427.15	\$352.46
	DATE	09/07/17	11/15/17						
	DATE						\$277,961.00	\$242,715.00	\$35,246.00
Contractor: Landmark Structures I, LP	Water Plant 5210.31.555.49310	NO. 1	NO. 2	NO. 3	NO. 4	NO. 5	\$2,422,629.00	\$0.00	\$2,422,629.00
	DATE								
MT. DEPT. OF REV. 1%	Water Plant 5210.31.555.49310	NO. 1	NO. 2	NO. 3	NO. 4	NO. 5	\$24,471.00	\$0.00	\$24,471.00
	DATE								
	DATE						\$2,447,100.00	\$0.00	\$2,447,100.00

Water Plant		NO. 1	NO. 2	NO. 3	NO. 4	NO. 5		
Miscellaneous Construction	5210.31.555.43590 Vendor	\$601.34 Tribune	\$1,639.50 DEQ	\$295.00 DEQ	\$688.04 Tribune	\$200.00 Master Card	\$8,000.00	
	DATE	05/17/17	05/17/17	07/19/17	07/31/17	08/07/17	\$7,356.88	
		NO. 6	NO. 7	NO. 8	NO. 9	NO. 10		
	Vendor	\$3,933.00 NorthWestern						
	DATE	09/20/17						
TOTALS							\$2,813,361.00	\$2,519,874.00



PROJECT #	ACCOUNT NUMBER	FUND DESIGNATION	FUNDING	EXPENDITURES	BALANCE
PW371510		Water Plant			
	5210.31.555.43590	Professional Services	\$18,000.00	\$6,460.00	\$11,540.00
	5210.31.555.49110	Miscellaneous Land Purchase	\$62,300.00	\$36,955.12	\$25,344.88
	5210.31.555.49310	Construction	\$2,725,061.00	\$242,715.00	\$2,482,346.00
	5210.31.555.43590	Miscellaneous	\$8,000.00	\$7,356.88	\$643.12
TOTALS			\$2,813,361.00	\$293,487.00	\$2,519,874.00

Miscellaneous Land Purchase: No 1 Ernest Money; No 2 Annex App; No 3 Annex Zoning Map Amend & CUP; No 4 DEQ Joint Application;
 No 5 Legal add public hearing
 No 6 Legal add public hearing; No 7 is three easements total of 9 pages; No 8 is a credit from Title Company
 Master Card purchase No. 5 was to DEQ for a Deviation Request.
 No 9 is for the storm drain fee 2.07*\$250 (Interoffice Memo)



Contractors Gross Receipts Gross Receipts Withholding Return

1. Contract Awarded by: Agency Prime Contractor

Federal Identification Number (FEIN): 81 - 6001269		
Name: City of Great Falls		
Address: PO Box 5021		
City: Great Falls	State: MT	Zip Code 59403

2. Contract Awarded to: Prime Contractor Sub Contractor

Federal Identification Number (FEIN): 81 - 0430079		
Name: Ed Boland Construction		
Address: 4701 N Star Blvd		
City: Great Falls	State: MT	Zip Code 59405

3. Government Issued Contract Number	3.	OF 1625.2
4. Contract Award Date	4.	20-Jun-17
5. Month and year increment payment earned	5.	Nov-17
6. Gross amount due prime contractor or sub-contractor at the time of this report	6.	\$12,135.75
7. Amount Withheld (1% of line 6) (If payment made to prime contractor from awarding agency, remittance must accompany this report)	7.	\$121.36
8. Net amount paid prime contractor or sub-contractor at the time of this report	8.	\$12,014.39
9. Check proper box for type of return being filed:		
<input checked="" type="checkbox"/> Remittance attached for credit to prime contractor's account (amount paid)	9a.	\$121.36
<input type="checkbox"/> Sub-Contractor allocation. Authorization to transfer credit to sub-contractor Failure of prime contractor to file a distribution report within thirty (30) days of payment will result in a 10% penalty. Date payment made to sub-contractor	9b.	27-Dec-17

10. Description of work to be performed: Installation of new water main.

11. Location of work to be performed (be specific): 2901 38th Avenue SW, Great Falls, MT.

The agency or contractor must, in accordance with Section 15-5-206, Montana Code Annotated, withhold one percent (1%) of incremental payments due the contractor or sub-contractor. Amounts withheld from a prime contractor must be forwarded with this report to the Department of Revenue. Amounts withheld from sub-contractors must be reported on this form so that proper allocation of credit can be made from prime contractor's account to the sub-contractor.

Return Submitted by: Agency Prime Contractor Sub-Contractor

Award Authorization
Preparer's Signature: [REDACTED]

Preparer's Title: Engineering Administrative Secretary Date: 30 Nov 17
Phone: 406.771.1258 Fax: 406.771.0700



Item: Request to use Downtown Urban Renewal District Tax Increment Financing (TIF) Funds to assist with the annual operating costs for the Downtown Development Partnership

From: Erin Borland, Planner II, Planning and Community Development

Initiated By: Downtown Development Partnership

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

Action Requested: Approve the use of \$5,000 in Downtown Urban Renewal District Tax Increment Financing Funds to assist with annual operating costs for the Downtown Development Partnership.

Public Hearing:

1. Mayor conducts public hearing, calling three times each for proponents and opponents.
2. Mayor closes public hearing and asks the will of the Commission.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/deny) the expenditure of \$5,000 in Downtown Urban Renewal District Tax Increment Financing funds to assist with the operating costs for the Downtown Development Partnership.”

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

Staff Recommendation:

Staff has determined that the application is eligible and appropriate, and there is adequate funding in the TIF to fund the application for operating cost assistance from the Downtown Development Partnership.

Summary:

The Downtown Urban Renewal and Tax Increment Financing (TIF) District generally encompasses the Great Falls central business district and periphery properties, which are depicted in Attachment A.

The City has a formal “Tax Increment Application Process” for considering funding requests from private and public sector entities for the use of TIF funds. For the Downtown Urban Renewal TIF

District, the Downtown Development Partnership (DDP) has been designated as the advisory body that considers proposals and makes recommendations to the City Commission. For final action, the City Commission considers the DDP recommendation and approves or rejects the funding request, along with any special terms of approval. In this particular instance, the DDP is not the recommending party but rather the applicant for TIF funds.

Background:

Project Description: The application seeks \$5,000 to assist with the annual operating costs of the DDP. The DDP serves as the coordinating body for downtown development and includes members from the Great Falls Development Authority, the Business Improvement District, the Downtown Great Falls Association, the City of Great Falls, Great Falls Public Schools, and the Chamber of Commerce. The application for funds would allow the DDP to have more financial flexibility in its operations. It would also free up membership money to be used for other purposes, such as to create matching funds for grants, liability insurance, etc. Meanwhile, the \$5,000 could be used more strategically to promote the development objectives that are shared by both the TIF and the DDP organization.

Montana TIF Regulations: Creation and administration of Tax Increment Financing (TIF) Districts is governed by the Montana State Urban Renewal statutes (Title 7, Chapter 15, Parts 42 and 43, MCA). The applicant, DDP has requested TIF funds under the following provisions:

7-15-4288. Costs that may be paid by tax increment financing. The tax increments may be used by the local government to pay the following costs of or incurred in connection with an urban renewal area or targeted economic development district as identified in the urban renewal plan or targeted economic development district comprehensive development plan: (7) administrative costs associated with the management of the urban renewal area or targeted economic development district;

In 2012, in conformance with State regulations, the City adopted a Downtown Urban Renewal Plan that provides guidance for identifying projects that are worthy candidates for the expenditure of TIF funds.

Downtown Urban Renewal Plan and Requested TIF Participation: In order for the municipality to approve TIF funding requests, such requests must be determined to be in compliance with the Urban Renewal Plan, as well as be determined to be eligible for TIF participation in accordance with the MCA criteria presented in the previous section. To aid in this determination, the Tax Increment Application Process establishes eleven specific criteria to assess the merits of a project in relation to the Downtown Urban Renewal Plan.

The criteria are:

1. Public Infrastructure Improvements - Public infrastructure improvements have the benefit of improving and impacting an entire district. Each district may have its own Capital Improvement Plan, which may include things such as roadway improvements, storm drains, sewer and waterlines, railroads, etc.

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

stimulus in the District and the community.

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

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

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

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

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

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

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

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

11. Timely Completion - The feasibility of completing the development according to the Applicant's development schedule.

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

Determination of Appropriateness: The proposed request from DDP was discussed with legal counsel and found to be eligible for TIF funding according to Montana Code Annotated (MCA) guidance. Specifically, staff has evaluated the DDP's request and notes consistency with the following criteria:

Special or Unique Opportunities - The TIF funding would help with the operating costs of the DDP which would then open up the opportunity to use the funds brought in from membership dues for projects to benefit the downtown. The DDP could then increase their funding for projects such as traffic signal box art projects, the pedlet initiative and increased downtown promotion.

Financial Assistance - The DDP runs on the funding brought in by membership. Since this is their main

source of income, the TIF funding would aid in the operating costs which in turn would free up the membership funds for downtown projects.

Fiscal Impact:

There would be no significant negative fiscal impacts that would result from funding this application. The positive impacts would include aiding an agency that was formed to help bring development to the downtown. Any increase in development downtown would increase the tax base which would ultimately increase the fund balance of the TIF.

The Downtown TIF Fund currently has a balance of \$284,736.96. The funds for the 2018 fiscal year have not been received as of this date. This information has been provided by the City Fiscal Services Department. There is adequate funding in the TIF to fulfill the request.

As noted above, the TIF has sufficient funding for a \$5,000 allocation to this request. If additional requests for annual operating funds are made in the future, the City Commission should request the applicant to directly link operating funds to increased development of the Urban Renewal District.

Alternatives:

The City Commission could vote to not approve the TIF expenditures or approve a lesser amount.


Concurrences:

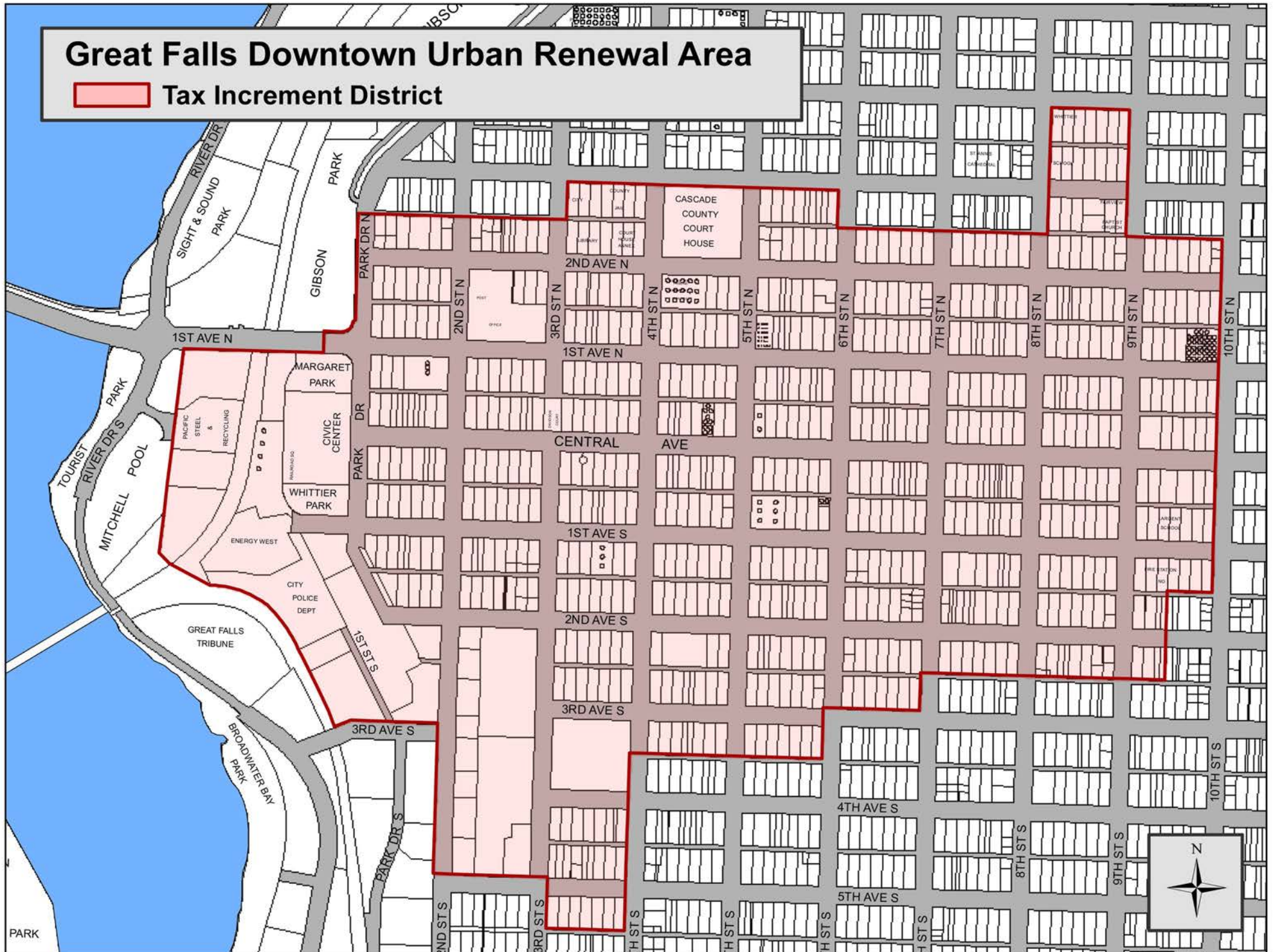
Representatives from the City's Legal Department as well as the City's outside Legal Counsel have determined the request to be eligible for TIF funding.

ATTACHMENTS:

- ▢ Attachment "A" - Downtown TIF Map
- ▢ TIF Application
- ▢ DDP TIF Development Agreement

Great Falls Downtown Urban Renewal Area

 Tax Increment District



**CITY OF GREAT FALLS
TAX INCREMENT FINANCING (TIF)
APPLICATION FOR FUNDS
FY 2018**

Project Name: Downtown Development Partnership cost of operations

Date submitted:

Name of TIF District: Downtown Great Falls

APPLICATION INFORMATION

Name: Downtown Development Partnership

Address: 100 1st Avenue No, Great Falls MT 59401

Telephone: (406) 727-5430

DEVELOPMENT INFORMATION

1. Building Address: Not applicable
2. Legal Description: Not applicable
3. Ownership: Not applicable

Address: Not applicable

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

Name: Not applicable

Address: Not applicable

5. Existing/Proposed Businesses: Downtown Development Partnership

Business Description: Partnership, including the City of Great Falls, of local organizations and individuals interested in downtown development

6. Employment: Existing FTE Jobs: None directly by Partnership

New Permanent FTE Jobs created by project: None Construction FTE jobs: None

7. Architectural/Engineering Firm: Not applicable

Address: Not applicable

Representative: Not applicable

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

The application seeks \$5000 toward the payment of annual operating costs of the Downtown Development Partnership, including the cost of liability and board insurance. The project will positively impact the TIF by increasing construction development and job development in the TIF district. The Downtown Development Partnership serves as the coordinating body for downtown development, including employment and physical construction. DDP members include the Great Falls Development Authority, the Business Improvement District , the Downtown Great Falls Association, the City of Great Falls, School District 1, and the Chamber of Commerce. Each of these organizations play a role in the development of downtown. Together, they form the DDP, where the whole is greater than the sum of its parts, meaning that their combined influence and planning capacity is better than would be expected from the individual parts, because the way they combine adds a different quality. Using TIF funds to support the organization allows the DDP to continue to operate and frees the membership funds to be used for non-TIF purposes, such as matching funds.

9. Please provide rehabilitation/construction plans (attach schematics, site and landscaping plans).
Not applicable

10. What is the development schedule or estimate completion date for the Total Project Development? The Total Project Development is best defined as the entire development, not just the TIF improvement (please include project phasing if appropriate).
Funds will be expended as the expenses occur.

11. Do you plan on asking for any other tax abatement, grants, tax credits or other forms of relief? If so, what type?
No, not for this project

12. Please describe your funding needs and the anticipated timing schedule for your indentified Eligible TIF Activities.
The Downtown Development Partnership requests \$5,000 for the purpose paying for operating costs of the Downtown Development Partnership. The expenses will be paid by the Partnership, then reimbursed by the TIF funds. The current TIF fund balance is adequate to cover this cost.

13. Please indicate the amount of Public Infrastructure Need and the amount of Public Infrastructure being request to be financed by the TIF District.
Not applicable

TOTAL PROJECT DEVELOPMENT COSTS

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

Land and Site Preparation Improvements	\$ 0
Construction/Rehabilitation Costs	\$ 0
Equipment Costs	\$ 0
Total Project Development Costs	\$ 0

Land Acquisition

Total	Amount requested from TIF	Timing for Funds
\$0	\$0	Not applicable

Demolition and Removal of Structure

Total	Amount requested from TIF	Timing for Funds
\$0	\$0	Not applicable

Relocation of Occupants

Total	Amount requested from TIF	Timing for Funds
\$0	\$0	Not applicable

Public Improvements

Total	Amount requested from TIF	Timing for Funds
\$0	\$0	Not applicable

Fees (associated with eligible activities)

Total	Amount requested from TIF	Timing for Funds
\$5,000	\$5,000	As expenses occur

CERTIFICATION

I (we), Sheila Rice and Kellie Pierce, certify that the statements and estimates within this Application as well as any and all documentation submitted as attachments to this Application or under separate cover are true and correct to the best of my (our) knowledge.

Signature  _____

Title Vice-President, Downtown Development Partnership Board of Directors

Address 100 1st Avenue North, Great Falls MT 59401

Date March 27, 2017 _____

Signature  _____

Title Treasurer, Downtown Development Partnership Board of Directors

Address 100 1st Avenue North, Great Falls MT 59401

Date March 27, 2017 _____

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT dated December 19, 2017 (hereinafter known as the “**Agreement**”), between the CITY OF GREAT FALLS, a municipal corporation of the State of Montana (the “**City**”), and the DOWNTOWN DEVELOPMENT PARTNERSHIP, a Montana limited liability company (the “**Developer**”).

WITNESSETH:

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

WHEREAS, the City Commission, pursuant to Resolution No. 9961, duly adopted on March 6, 2012, created an urban renewal area as the Downtown Urban Renewal District (the “**District**”) and pursuant to Ordinance No. 3088, duly adopted on May 15, 2012 after a duly called and noticed public hearing thereon adopted the Downtown Urban Renewal Plan (the “**Plan**”) containing a tax increment financing provision; and

WHEREAS, the Developer wishes to be reimbursed for the costs associated with the operating costs of the Downtown Development Partnership (the “**Project**”); and

WHEREAS, the Developer believes that funding of the operating costs will free membership funds to be used for various projects to encourage individuals and businesses to shop, play, and live downtown, and most importantly, encourage developers to develop new projects downtown and enhance the vitality of the Downtown Urban Renewal District; and

WHEREAS, the Developer submitted an application for tax increment financing assistance with respect to certain qualified improvements associated with the Project, consisting of the funding of the operating costs hereto; and

WHEREAS, the City has determined that it is appropriate to pay for the operating costs with tax increment generated from the District, subject to the terms and conditions set forth in this Agreement; and

WHEREAS, the City Commission, after a duly called and noticed public hearing on December 19, 2017, thereon approved the Project as an urban renewal project and authorized the City to enter into this Agreement which sets forth the obligations and commitments of the City and the Developer with respect to the Project and the tax increment generated from the District.

WHEREAS, the City Commission has authorized the expenditure of \$5,000.00 to finance operating costs, subject to the terms and conditions set forth therein, and has also authorized this Agreement; and

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

Section 1. Definitions; Rules of Interpretation; Exhibits.

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

“**Act**” has the meaning given to it in the recitals.

“**Agreement**” means this Development Agreement, including any amendment hereof or supplement hereto entered into in accordance with the provisions hereof.

“**City**” means the City of Great Falls, Montana , or any successors to its functions under this Agreement.

“**Commission**” means the City Commission or any successor governing body of the City, however denominated by statute.

“**Department of Revenue**” means the State of Montana Department of Revenue.

“**Developer**” has the meaning given to it in the preamble.

“**District**” has the meaning given to it in the recitals.

“**Fiscal Year**” means the period commencing on the first day of July of any year and ending on the last day of June of the next calendar year, or any other twelve-month period authorized by law and specified by the Commission as the City’s fiscal year.

“**Incremental Taxable Value**” means the amount, if any, by which the Actual Taxable Value, as of the date of reference, exceeds the Base Taxable Value.

“**Indemnified Parties**” has the meaning given to it in Section 7 hereof.

“**Ordinance**” means Ordinance No. 3088 adopted on May 15, 2012 (as either may be amended and supplemented from time to time).

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

“**Plan**” has the meaning given to it in the recitals.

“**Project**” means the facilities to be constructed by the Developer.

“**State**” means the State of Montana.

“**Tax Increment**” means the amount received by the City pursuant to the Act from the extension of levies of Taxes against the Incremental Taxable Value of the Taxable Property and will include all payments in lieu of Taxes or beneficial use taxes attributable to the Incremental Taxable Value.

“**Taxable Property**” means all real and personal property located in the District and subject to Taxes.

“**Taxes**” means all taxes levied on an ad valorem basis by any Taxing Jurisdiction against the Taxable Property and includes all payments in lieu of taxes or beneficial use taxes received by the City with respect to the Incremental Taxable Value of the Taxable Property.

“**Taxing Jurisdiction**” means the State, the City, any school district, local government, municipal corporation, political subdivision or other government entity that levies, during any Fiscal Year during which the tax increment provision of the District is effective under the Act, ad valorem taxes against real or personal property in the District.

1.2. Rules of Interpretation.

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

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

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

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

Exhibit A— Project Costs and Sources of Funds

Section 2. Representations.

2.1. City Representations. The City hereby represents as follows:

(a) Pursuant to the Act, and after public hearing duly called and held, the City by the Ordinance has duly created the District.

(b) The City is authorized by law to enter into this Agreement and to carry out its obligations hereunder and thereunder.

(c) Pursuant to the Act, the Ordinance, and the Resolution, the City approved this use of Tax Increment to pay costs of the project in an aggregate amount of \$5,000, subject to the terms and conditions set forth in this Agreement.

(d) The State Department of Revenue has advised the City that as of January 1, 2012 the Base Taxable Value of the District was \$3,643,698.

2.2. Developer Representations. The Developer hereby represents as follows:

(a) The Developer is a Montana limited liability company, duly formed, validly existing and in good standing under the laws of the State and is duly qualified to do business in the State. The Developer has the power to enter into this Agreement and by all necessary corporate action has duly authorized the execution and delivery of this Agreement.

(b) The representations and warranties of the Developer in its Application for City of Great Falls Tax Increment Financing (TIF) funds dated March 27, 2017 are true and correct as of the date hereof, including with respect to the total investment to be made by the Developer with respect to the Project.

(c) The Developer has the financial capability or commitments to complete the Project at a cost to the TIF of not greater than \$5,000. Furthermore, the Developer will maintain the web site in good working order so it can be available to the public and provide information consistent with the representations set forth in Developer's application to the City.

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

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

Section 3. Developer's Undertakings.

3.1. Completion and Maintenance of Project. The Developer hereby agrees and commits to the City that it will diligently prosecute to completion the construction of the Project in accordance with this Agreement, and all applicable federal, State and local laws, rules, regulations and ordinances relating to or governing the development or use of the Project.

3.2. Nondiscrimination. The Developer agrees that all hiring by the Developer and its contractors and persons performing this Agreement will be on the basis of merit and qualification and will not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, national origin, or other class protected by State and/or federal law.

3.3. Worker's Compensation Insurance. The Developer shall provide in its construction contracts with all of its respective contractors that such contractors are to be covered by a Worker's Compensation insurance program with the State, a private insurance carrier, or an approved self-insurance plan in accordance with State law.

Section 4. City Undertakings. The City agrees that payment or reimbursement by the City for the Project shall be subject to the following conditions and in accordance with the following procedures:

(i) The Project shall have been substantially completed in the form of a Certificate of Completion or such other format as required by the City.

(ii) Any payment or reimbursement by City for costs of the Project will be based on paid or outstanding invoices for costs incurred by the Developer, its contractors and subcontractors or utility companies. The City may reject, in its sole discretion, any invoice to the extent it is not part of the Project.

(iii) The parties hereto agree that City will not be required to pay or reimburse costs of any part of the Project unless at the time of such request (A) all of the Developer's representations as set forth in Section 2.2 are true and correct and (B) the Developer is not in breach of any covenant or undertaking as set forth herein.

(iv) The City will cause payment or reimbursement for all properly submitted and allowable expenses to be paid within 30 days of satisfaction of the requirements of this Section 4, subject to compliance with City accounts payable procedures.

Section 5. Release, Indemnification and Insurance.

5.1. Release and Indemnification. The Developer releases the City and all Commission members, officers, agents, servants and employees thereof (the "**Indemnified Parties**") from, and covenants and agrees to indemnify, defend and hold harmless the Indemnified Parties against, any loss, damage, cost (including reasonable attorneys' fees), claim, demand, suit, action or other proceeding whatsoever (i) arising or purportedly arising out of, or resulting or purportedly resulting from, the completion of the Project, any violation by the

Developer of any agreement, condition or covenant of this Agreement, the construction of the Project, the ownership, maintenance and operation of the Project, except that such indemnification shall not apply to the extent that the loss, damage or cost is determined by a court of competent jurisdiction to have been caused by the gross negligence, willful misconduct or bad faith of the Indemnified Party.

5.2 : Developer shall purchase and maintain insurance coverage as set forth below. The insurance policy must name the City, (including its elected or appointed officers, officials, employees, or volunteers), as an additional insured and be written on a “primary—noncontributory basis, and on an occurrence, not a claims made basis.” Developer will provide the City with applicable additional insured endorsement documentation substantially similar or identical to the example set forth below. Each coverage shall be obtained from an insurance company that is duly licensed and authorized to transact insurance business and write insurance within the state of Montana, with a minimum of “A.M. Best Rating” of A-, VI, as will protect the Developer, the various acts of subcontractors, the City and its officers, employees, agents, and representatives from claims for bodily injury and/or property damage which may arise from operations and completed operations under this Agreement. All insurance documentation shall be in a form acceptable to the City.

Insurance Coverage at least in the following amounts is required:

1.	Commercial General Liability (bodily injury and property damage)	\$1,000,000 per occurrence \$2,000,000 aggregate
2.	Products and Completed Operations	\$2,000,000
3.	Automobile Liability	\$1,000,000 combined single limit
4.	Workers’ Compensation	Not less than statutory limits
5.	Employers’ Liability	\$1,000,000

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

Additional Insured Endorsement Example:

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

[remainder of page left intentionally blank]

Section 6. General Provisions.

6.1. Conflicts of Interest; City's Representatives Not Individually Liable. No member, officer, agent, servant or employee of the City shall have any personal interest, direct or indirect, in this Agreement or the Project, nor shall any such member, officer or employee participate in any decision relating to this Agreement that affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is, directly or indirectly, interested. No member, officer or employee of the City shall be personally liable to Developer in the event of any default under or breach of this Agreement by the City, or for any amount that may become due to Developer for any obligation issued under or arising from the terms of this Agreement.

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

6.3. Injunction; Specific Performance. The parties hereto agree that, in the event of a breach of this Agreement by any party or its successors or assigns, the non-breaching party would suffer irreparable harm. Therefore, in the event any party or its successors or assigns fails to comply with the provisions of this Agreement, the parties expressly agree that the non-breaching party may pursue any remedy at law or in equity, including without limitation, the remedies of injunction and specific performance.

6.4. Limitation on City Liability. No agreements or provisions contained in this Agreement will give rise to any pecuniary liability of the City or a charge against its general credit or taxing powers, or will obligate the City financially in any way except with respect to the Tax Increment. No failure of the City to comply with any term, condition, covenant or agreement herein will subject the City to liability for any claim for damages, costs or other financial or pecuniary charge except to the extent that the same can be paid or recovered from the Tax Increment; and no execution on any claim, demand, cause of action or judgment will be levied upon or collected from the general credit, general funds or taxing powers of the City (except as such constitute Tax Increment). Nothing herein will preclude a proper party in interest from seeking and obtaining specific performance against the City for any failure to comply with any term, condition, covenant or agreement herein; provided that no costs, expenses or other monetary relief will be recoverable from the City except as may be payable from the Tax Increment.

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

If to the City: City of Great Falls
P.O. Box 5021
Great Falls, Montana 59403
Attn: Fiscal Services Director

If to the Developer: Downtown Development Partnership
100 1st Avenue N
Great Falls, Montana 59401

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

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

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

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

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

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

6.11. Governing Law. This agreement and the legal relations between the parties hereto will be governed by and construed in accordance with the laws of the State of Montana, without giving effect to any choice of law statutes, rules, or principles.

6.12. Further Assurances and Corrective Instruments. The City and the Developer agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as

may reasonably be required for correcting any inadequate or incorrect description of the Project or the Infrastructure Improvements or for carrying out the expressed intention of this Agreement.

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

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the ____ day of _____, 2017.

CITY OF GREAT FALLS, MONTANA

By _____
City Manager

Attest:

[CITY SEAL]

City Clerk

APPROVED FOR LEGAL CONTENT:

Sara Sexe, City Attorney

DOWNTOWN DEVELOPMENT PARTNERSHIP



Name: Kellie Pierce
Title: Vice Chair-DDP

STATE OF MONTANA)
 : ss.
County of Cascade)

 This instrument was acknowledged before me on _____, 20__ by
_____ of Downtown Development Partnership, on behalf of said entity.

(NOTARIAL SEAL)

EXHIBIT A

TOTAL PROJECT DEVELOPMENT COSTS

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

Fees (associated with eligible activities)

<u>Total</u>	<u>Amount requested from TIF</u>	<u>Timing for Funds</u>
\$5,000	\$5,000	As expenses occur



Item: Request to expend Downtown Urban Renewal District Tax Increment Financing (TIF) Funds for the Downtown Development Partnership's downtown website

From: Erin Borland, Planner II, Planning and Community Development

Initiated By: Downtown Development Partnership

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

Action Requested: Approve the use of up to \$5,000 in Downtown Urban Renewal District Tax Increment Financing Funds for the Downtown Development Partnership's Downtown Website.

Public Hearing:

1. Mayor conducts public hearing, calling three times each for proponents and opponents.
2. Mayor closes public hearing and asks the will of the Commission.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/deny) the use of up to \$5,000 in Downtown Urban Renewal District Tax Increment Financing funding for the Downtown Website requested by the Downtown Development Partnership.”

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

Staff Recommendation:

Staff has determined that the application is eligible and appropriate, and there is adequate funding in the TIF to fund the application from the Downtown Development Partnership for the Downtown Website.

Summary:

The Downtown Urban Renewal and Tax Increment Financing (TIF) District generally encompasses the Great Falls central business district and periphery properties, which are depicted in Attachment A.

The City has a formal “Tax Increment Application Process” for considering funding requests from the private and public sectors for tax increment assistance from TIF Districts. For the Downtown Urban

Renewal TIF District, the Downtown Development Partnership (DDP) has been designated as the advisory body that considers proposals and makes recommendations to the City Commission. For final action, the City Commission considers the DDP recommendation and approves or rejects the funding request, along with any special terms of approval. In this particular instance, the DDP is not the recommending party but rather the applicant for TIF funds.

Background:

Project Description: The application seeks \$5,000 to assist with the development of a downtown website. The website will help facilitate the concept of "One Downtown" by joining all downtown groups together on one website that would encourage individuals to shop, play and live downtown. The website would also provide information to developers looking to bring new projects downtown. By utilizing a single point of entry, the developer, business or retailer can find the resources and information needed to bring their project downtown.

Montana TIF Regulations: Creation and administration of Tax Increment Financing (TIF) Districts is governed by the Montana State Urban Renewal statutes (Title 7, Chapter 15, Parts 42 and 43, MCA). The applicant, DDP has requested TIF funds under the following provisions:

7-15-4288. Costs that may be paid by tax increment financing. The tax increments may be used by the local government to pay the following costs of or incurred in connection with an urban renewal area or targeted economic development district as identified in the urban renewal plan or targeted economic development district comprehensive development plan: (7) administrative costs associated with the management of the urban renewal area or targeted economic development district;

In 2012, in conformance with State regulations, the City adopted a Downtown Urban Renewal Plan that provides guidance for identifying projects that are worthy candidates for the expenditure of TIF funds.

Downtown Urban Renewal Plan and Requested TIF Participation: In order for the municipality to approve TIF funding requests, such requests must be determined to be in compliance with the Urban Renewal Plan, as well as be determined to be eligible for TIF participation in accordance with the MCA criteria presented in the previous section. To aid in this determination, the Tax Increment Application Process establishes eleven specific criteria to assess the merits of a project in relation to the Downtown Urban Renewal Plan.

The criteria are:

1. Public Infrastructure Improvements - Public infrastructure improvements have the benefit of improving and impacting an entire district. Each district may have its own Capital Improvement Plan, which may include things such as roadway improvements, storm drains, sewer and waterlines, railroads, etc.

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

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

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

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

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

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

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

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

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

11. Timely Completion - The feasibility of completing the development according to the Applicant's development schedule.

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

Determination of Appropriateness: The proposed request from DDP was discussed with legal counsel and found to be eligible for TIF funding according to Montana Code Annotated (MCA) guidance. Specifically, staff has evaluated the DDP's request and notes consistency with the following criteria:

Special or Unique Opportunities - As stated earlier, the application provides information about the website which is designed to create "One Downtown". This will aid in streamlining development in the Downtown TIF district as well as help promote the district. The TIF funding will aid in the development of the website which will then in turn free up funds for the DDP to use for other downtown projects.

Financial Assistance - Funding for the DDP is created from participating member dues. As a result, there is a limited funding stream to cover basic daily operation needs as well as special projects to enhance downtown. Utilizing TIF funds for the website project, as well as the additional TIF request

for operating funds to enhance development in the TIF, will allow membership funds to be expended for other non-TIF related needs such as insurance and liability costs. The two funding streams added together (membership funds and TIF funds) will allow DDP to meet a specific need (the website).

Fiscal Impact:

There would be no significant negative financial impacts that would result from funding this application. The positive impacts would include aiding an agency to develop a website that could bring potential developers, employers and consumers to the downtown district. The website could potentially increase development downtown and increase the tax base which would ultimately increase the fund balance of the TIF.

The Downtown TIF Fund currently has a balance of \$284,736.96. The funds for the 2018 fiscal year have not been received as of this date. This information has been provided by the City Finance Department. There is adequate funding in the TIF to fulfill the request.

The website is anticipated at this time to be a single year project, so this one time expense will have a minimal impact on the Downtown TIF fund balance.

Alternatives:

The City Commission could vote to not approve the TIF expenditures or approve a lesser amount.


Concurrences:

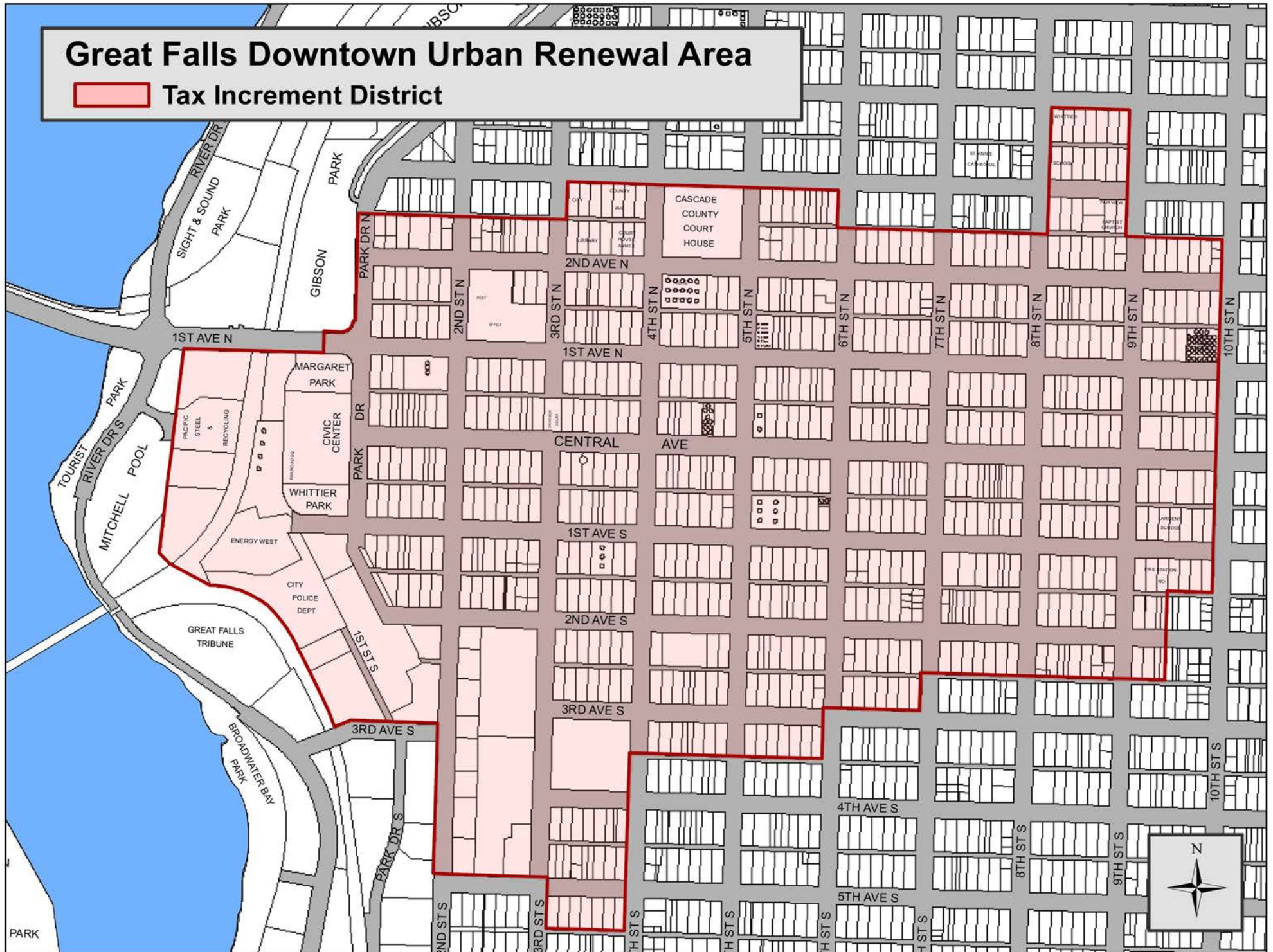
Representatives from the City's Legal Department as well as the City's outside Legal Counsel have determined the request to be eligible for TIF funding.

ATTACHMENTS:

- Downtown TIF Map - Attachment "A"
- DDP Website TIF Application
- Development Agreement

Great Falls Downtown Urban Renewal Area

 Tax Increment District



**CITY OF GREAT FALLS
TAX INCREMENT FINANCING (TIF)
APPLICATION FOR FUNDS
FY 2018**

Project Name: Downtown Great Falls website

Date submitted:

Name of TIF District: Downtown Great Falls

APPLICATION INFORMATION

Name: Downtown Development Partnership

Address: 100 1st Avenue No, Great Falls MT 59401

Telephone: (406) 727-5430

DEVELOPMENT INFORMATION

1. Building Address: Not applicable
2. Legal Description: Not applicable
3. Ownership: Not applicable

Address: Not applicable

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

Name: Not applicable

Address: Not applicable

5. Existing/Proposed Businesses: Downtown Development Partnership

Business Description: Partnership, including the City of Great Falls, of local organizations and individuals interested in downtown development

6. Employment: Existing FTE Jobs: None directly by Partnership

New Permanent FTE Jobs created by project: None Construction FTE jobs: None

7. Architectural/Engineering Firm: Not applicable

Address: Not applicable

Representative: Not applicable

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

The application seeks \$5000 for the development of a downtown website for the purpose of furthering the concept of “One Downtown”, where all groups would join together to build a public-facing website that would encourage individuals and businesses to shop, play, and live downtown and encourage developers to develop new projects downtown. The project will positively impact the TIF by increasing construction development and job development in the TIF district by providing a single point of entry for all of the downtown entities that influence the physical and employment development of downtown Great Falls, including the Great Falls Development Authority, the Business Improvement District , the Downtown Great Falls Association, the City of Great Falls, NeighborWorks, School District 1, and the Chamber of Commerce. By providing a single point of entry, the developer, business person or retailer can find the resources and information needed to bring their project downtown, thereby making it easier and more likely for that person to increase development and job creation downtown.

9. Please provide rehabilitation/construction plans (attach schematics, site and landscaping plans).
Not applicable

10. What is the development schedule or estimate completion date for the Total Project Development? The Total Project Development is best defined as the entire development, not just the TIF improvement (please include project phasing if appropriate).
Estimated completion date for the website is 120 days following approval of this application.

11. Do you plan on asking for any other tax abatement, grants, tax credits or other forms of relief? If so, what type?
No, not for this project

12. Please describe your funding needs and the anticipated timing schedule for your identified Eligible TIF Activities.
The Downtown Development Partnership requests \$5,000 for the purpose of creating a comprehensive downtown website. The cost of the website would be paid by the Partnership, then reimbursed by the TIF funds. The current TIF fund balance is adequate to cover this cost.

13. Please indicate the amount of Public Infrastructure Need and the amount of Public Infrastructure being request to be financed by the TIF District.
Not applicable

TOTAL PROJECT DEVELOPMENT COSTS

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

Land and Site Preparation Improvements	\$ 0
Construction/Rehabilitation Costs	\$ 0
Equipment Costs	\$ 0
Total Project Development Costs	\$ 0

Land Acquisition

Total	Amount requested from TIF	Timing for Funds
\$0	\$0	Not applicable

Demolition and Removal of Structure

Total	Amount requested from TIF	Timing for Funds
\$0	\$0	Not applicable

Relocation of Occupants

Total	Amount requested from TIF	Timing for Funds
\$0	\$0	Not applicable

Public Improvements

Total	Amount requested from TIF	Timing for Funds
\$5,000	\$5,000	120 days after approval

Fees (associated with eligible activities)

Total	Amount requested from TIF	Timing for Funds
\$0	\$0	Not applicable

CERTIFICATION

I (we), Sheila Rice and Kellie Pierce, certify that the statements and estimates within this Application as well as any and all documentation submitted as attachments to this Application or under separate cover are true and correct to the best of my (our) knowledge.

Signature  _____

Title Vice-President, Downtown Development Partnership Board of Directors

Address 100 1st Avenue North, Great Falls MT 59401

Date March 27, 2017 _____

Signature  _____

Title Treasurer, Downtown Development Partnership Board of Directors

Address 100 1st Avenue North, Great Falls MT 59401

Date March 27, 2017 _____

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT dated December 19, 2017 (hereinafter known as the “**Agreement**”), between the CITY OF GREAT FALLS, a municipal corporation of the State of Montana (the “**City**”), and the DOWNTOWN DEVELOPMENT PARTNERSHIP, a Montana limited liability company (the “**Developer**”).

WITNESSETH:

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

WHEREAS, the City Commission, pursuant to Resolution No. 9961, duly adopted on March 6, 2012, created an urban renewal area as the Downtown Urban Renewal District (the “**District**”) and pursuant to Ordinance No. 3088, duly adopted on May 15, 2012 after a duly called and noticed public hearing thereon adopted the Downtown Urban Renewal Plan (the “**Plan**”) containing a tax increment financing provision; and

WHEREAS, the Developer wishes to be reimbursed for the costs associated with the creation and upkeep of a new downtown website (the “**Project**”), designed specifically to further the concept of “One Downtown”, where all key downtown stakeholder groups are joined together to support a public-facing website; and

WHEREAS, the Developer believes that the new website will encourage individuals and businesses to shop, play, and live downtown, and most importantly, encourage developers to develop new projects downtown and enhance the vitality of the Downtown Urban Renewal District; and

WHEREAS, the Developer submitted an application for tax increment financing assistance with respect to certain qualified improvements associated with the Project, consisting of the funding of the website hereto; and

WHEREAS, the City Commission, after a duly called and noticed public hearing on December 19, 2017, thereon approved the Project as an urban renewal project and authorized the City to enter into this Agreement which sets forth the obligations and commitments of the City and the Developer with respect to the Project and the tax increment generated from the District.

WHEREAS, the City Commission has authorized the expenditure of \$5,000.00 to finance costs of the website, subject to the terms and conditions set forth therein, and has also authorized this Agreement; and

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

Section 1. Definitions; Rules of Interpretation; Exhibits.

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

“Act” has the meaning given to it in the recitals.

“Agreement” means this Development Agreement, including any amendment hereof or supplement hereto entered into in accordance with the provisions hereof.

“City” means the City of Great Falls, Montana , or any successors to its functions under this Agreement.

“Commission” means the City Commission or any successor governing body of the City, however denominated by statute.

“Department of Revenue” means the State of Montana Department of Revenue.

“Developer” has the meaning given to it in the preamble.

“District” has the meaning given to it in the recitals.

“Fiscal Year” means the period commencing on the first day of July of any year and ending on the last day of June of the next calendar year, or any other twelve-month period authorized by law and specified by the Commission as the City’s fiscal year.

“Incremental Taxable Value” means the amount, if any, by which the Actual Taxable Value, as of the date of reference, exceeds the Base Taxable Value.

“Indemnified Parties” has the meaning given to it in Section 7 hereof.

“Ordinance” means Ordinance No. 3088 adopted on May 15, 2012 (as either may be amended and supplemented from time to time).

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

“Plan” has the meaning given to it in the recitals.

“Project” means the facilities to be constructed by the Developer.

“State” means the State of Montana.

“Tax Increment” means the amount received by the City pursuant to the Act from the extension of levies of Taxes against the Incremental Taxable Value of the Taxable Property and will include all payments in lieu of Taxes or beneficial use taxes attributable to the Incremental Taxable Value.

“Taxable Property” means all real and personal property located in the District and subject to Taxes.

“Taxes” means all taxes levied on an ad valorem basis by any Taxing Jurisdiction against the Taxable Property and includes all payments in lieu of taxes or beneficial use taxes received by the City with respect to the Incremental Taxable Value of the Taxable Property.

“Taxing Jurisdiction” means the State, the City, any school district, local government, municipal corporation, political subdivision or other government entity that levies, during any Fiscal Year during which the tax increment provision of the District is effective under the Act, ad valorem taxes against real or personal property in the District.

1.2. Rules of Interpretation.

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

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

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

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

Exhibit A— Project Costs and Sources of Funds

Section 2. Representations.

2.1. City Representations. The City hereby represents as follows:

(a) Pursuant to the Act, and after public hearing duly called and held, the City by the Ordinance has duly created the District.

(b) The City is authorized by law to enter into this Agreement and to carry out its obligations hereunder and thereunder.

(c) Pursuant to the Act, the Ordinance, and the Resolution, the City approved this use of Tax Increment to pay costs of the project in an aggregate amount of \$5,000, subject to the terms and conditions set forth in this Agreement.

(d) The State Department of Revenue has advised the City that as of January 1, 2012 the Base Taxable Value of the District was \$3,643,698.

2.2. Developer Representations. The Developer hereby represents as follows:

(a) The Developer is a Montana limited liability company, duly formed, validly existing and in good standing under the laws of the State and is duly qualified to do business in the State. The Developer has the power to enter into this Agreement and by all necessary corporate action has duly authorized the execution and delivery of this Agreement.

(b) The representations and warranties of the Developer in its Application for City of Great Falls Tax Increment Financing (TIF) funds dated March 27, 2017 are true and correct as of the date hereof, including with respect to the total investment to be made by the Developer with respect to the Project.

(c) The Developer has the financial capability or commitments to complete the Project at a cost to the TIF of not greater than \$5,000. Furthermore, the Developer will maintain the web site in good working order so it can be available to the public and provide information consistent with the representations set forth in Developer's application to the City.

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

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

Section 3. Developer's Undertakings.

3.1. Completion and Maintenance of Project. The Developer hereby agrees and commits to the City that it will diligently prosecute to completion the construction of the Project in accordance with this Agreement, and all applicable federal, State and local laws, rules, regulations and ordinances relating to or governing the development or use of the Project.

3.2. Nondiscrimination. The Developer agrees that all hiring by the Developer and its contractors and persons performing this Agreement will be on the basis of merit and qualification and will not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, national origin, or other class protected by State and/or federal law.

3.3. Worker's Compensation Insurance. The Developer shall provide in its construction contracts with all of its respective contractors that such contractors are to be covered by a Worker's Compensation insurance program with the State, a private insurance carrier, or an approved self-insurance plan in accordance with State law.

Section 4. City Undertakings. The City agrees that payment or reimbursement by the City for the Project shall be subject to the following conditions and in accordance with the following procedures:

(i) The Project shall have been substantially completed in the form of a Certificate of Completion or such other format as required by the City.

(ii) Any payment or reimbursement by City for costs of the Project will be based on paid or outstanding invoices for costs incurred by the Developer, its contractors and subcontractors or utility companies. The City may reject, in its sole discretion, any invoice to the extent it is not part of the Project.

(iii) The parties hereto agree that City will not be required to pay or reimburse costs of any part of the Project unless at the time of such request (A) all of the Developer's representations as set forth in Section 2.2 are true and correct and (B) the Developer is not in breach of any covenant or undertaking as set forth herein.

(iv) The City will cause payment or reimbursement for all properly submitted and allowable expenses to be paid within 30 days of satisfaction of the requirements of this Section 4, subject to compliance with City accounts payable procedures.

Section 5. Release, Indemnification and Insurance.

5.1. Release and Indemnification. The Developer releases the City and all Commission members, officers, agents, servants and employees thereof (the "**Indemnified Parties**") from, and covenants and agrees to indemnify, defend and hold harmless the Indemnified Parties against, any loss, damage, cost (including reasonable attorneys' fees), claim, demand, suit, action or other proceeding whatsoever (i) arising or purportedly arising out of, or resulting or purportedly resulting from, the completion of the Project, any violation by the

Developer of any agreement, condition or covenant of this Agreement, the construction of the Project, the ownership, maintenance and operation of the Project, except that such indemnification shall not apply to the extent that the loss, damage or cost is determined by a court of competent jurisdiction to have been caused by the gross negligence, willful misconduct or bad faith of the Indemnified Party.

5.2 : Developer shall purchase and maintain insurance coverage as set forth below. The insurance policy must name the City, (including its elected or appointed officers, officials, employees, or volunteers), as an additional insured and be written on a “primary—noncontributory basis, and on an occurrence, not a claims made basis.” Developer will provide the City with applicable additional insured endorsement documentation substantially similar or identical to the example set forth below. Each coverage shall be obtained from an insurance company that is duly licensed and authorized to transact insurance business and write insurance within the state of Montana, with a minimum of “A.M. Best Rating” of A-, VI, as will protect the Developer, the various acts of subcontractors, the City and its officers, employees, agents, and representatives from claims for bodily injury and/or property damage which may arise from operations and completed operations under this Agreement. All insurance documentation shall be in a form acceptable to the City.

Insurance Coverage at least in the following amounts is required:

1.	Commercial General Liability (bodily injury and property damage)	\$1,000,000 per occurrence \$2,000,000 aggregate
2.	Products and Completed Operations	\$2,000,000
3.	Automobile Liability limit	\$1,000,000 combined single
4.	Workers’ Compensation	Not less than statutory limits
5.	Employers’ Liability	\$1,000,000

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

Additional Insured Endorsement Example:

Section 6. General Provisions.

6.1. Conflicts of Interest; City's Representatives Not Individually Liable. No member, officer, agent, servant or employee of the City shall have any personal interest, direct or indirect, in this Agreement or the Project, nor shall any such member, officer or employee participate in any decision relating to this Agreement that affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is, directly or indirectly, interested. No member, officer or employee of the City shall be personally liable to Developer in the event of any default under or breach of this Agreement by the City, or for any amount that may become due to Developer for any obligation issued under or arising from the terms of this Agreement.

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

6.3. Injunction; Specific Performance. The parties hereto agree that, in the event of a breach of this Agreement by any party or its successors or assigns, the non-breaching party would suffer irreparable harm. Therefore, in the event any party or its successors or assigns fails to comply with the provisions of this Agreement, the parties expressly agree that the non-breaching party may pursue any remedy at law or in equity, including without limitation, the remedies of injunction and specific performance.

6.4. Limitation on City Liability. No agreements or provisions contained in this Agreement will give rise to any pecuniary liability of the City or a charge against its general credit or taxing powers, or will obligate the City financially in any way except with respect to the Tax Increment. No failure of the City to comply with any term, condition, covenant or agreement herein will subject the City to liability for any claim for damages, costs or other financial or pecuniary charge except to the extent that the same can be paid or recovered from the Tax Increment; and no execution on any claim, demand, cause of action or judgment will be levied upon or collected from the general credit, general funds or taxing powers of the City (except as such constitute Tax Increment). Nothing herein will preclude a proper party in interest from seeking and obtaining specific performance against the City for any failure to comply with any term, condition, covenant or agreement herein; provided that no costs, expenses or other monetary relief will be recoverable from the City except as may be payable from the Tax Increment.

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

If to the City: City of Great Falls
P.O. Box 5021
Great Falls, Montana 59403
Attn: Fiscal Services Director

If to the Developer: Downtown Development Partnership
100 1st Avenue N
Great Falls, Montana 59401

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

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

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

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

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

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

6.11. Governing Law. This agreement and the legal relations between the parties hereto will be governed by and construed in accordance with the laws of the State of Montana, without giving effect to any choice of law statutes, rules, or principles.

6.12. Further Assurances and Corrective Instruments. The City and the Developer agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as

may reasonably be required for correcting any inadequate or incorrect description of the Project or the Infrastructure Improvements or for carrying out the expressed intention of this Agreement.

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

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the ____ day of _____, 2017.

CITY OF GREAT FALLS, MONTANA

By _____
City Manager

Attest:

[CITY SEAL]

City Clerk

APPROVED FOR LEGAL CONTENT:

Sara Sexe, City Attorney

DOWNTOWN DEVELOPMENT PARTNERSHIP



Name: Kellie Pierce
Title: Vice Chair - DDP

STATE OF MONTANA)
 : ss.
County of Cascade)

This instrument was acknowledged before me on _____, 20__ by
_____ of Downtown Development Partnership, on behalf of said entity.

(NOTARIAL SEAL)

EXHIBIT A

TOTAL PROJECT DEVELOPMENT COSTS

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

Fees (associated with eligible activities)

<u>Total</u>	<u>Amount requested from TIF</u>	<u>Timing for Funds</u>
\$5,000	\$5,000	As expenses occur



Item: Comprehensive Annual Financial Report (CAFR) and Audit Report, FY 2016-2017

From: Melissa Kinzler, Finance Department

Initiated By: State Statutes; Generally Accepted Accounting Practices

Presented By: Melissa Kinzler, Finance Director

Action Requested: Accept Comprehensive Annual Financial Report and Independent Auditor's Report

Suggested Motion:

1. Commissioner moves:

"I move that the City Commission (accept/deny) the FY 2016-2017 CAFR, the Required Client Communication Letter as presented, and authorize staff to submit the related reports to other government agencies and financial institutions as necessary."

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

Staff Recommendation:

Staff recommends the City Commission accept the FY 2016-2017 CAFR, the Required Client Communication Letter recommendations as presented, and authorize staff to submit the related reports to other government agencies and financial institutions as necessary.

Background:

The City's Audit Committee met on December 1, 2017. The City's Audit Committee received a copy of the FY 2016-2017 CAFR, the Independent Audit's report, and a brief summary of the FY 2016-2017 audit. The Required Client Communication Letter was reviewed by the audit committee. There was one current and no prior recommendation with the Required Client Communication Letter. The Audit Committee recommends the City Commission accept the CAFR, the annual Independent Auditor's report, and Required Client Communication Letter and the City's response to the Required Client Communication Letter. The Required Client Communication Letter comments on any internal control recommendations related to the operations of the City that could adversely affect the City's ability to record, process, summarize, and report financial data. The attached document notes that the auditors have one recommendation for FY 2016-2017 and there were no prior year comments from FY 2015-2016.

The FY 2016-2017 CAFR will be submitted to the Government Finance Officers Association's (GFOA) Certificate of Achievement Program for review. The prior year's CAFR was submitted and subsequently awarded the Certificate of Achievement for Excellence in Financial Reporting. The City has received this certification every year since FY 1993-1994. It is anticipated the FY 2016-2017 CAFR will meet requirements to receive the certification as well, since all comments and recommendations made by GFOA for improvement of presentation were implemented in the FY 2016-2017 CAFR.

This is the second year of a three year audit contract with Anderson ZurMuehlen & Co., P.C.. Anderson ZurMuehlen & Co., P.C. was awarded the audit contract for Fiscal Years 2016, 2017, and 2018 at the May 3, 2016 City Commission meeting. The audit contract is between Anderson ZurMuehlen & Co., P.C., the City of Great Falls, and the Montana Department of Administration, Local Government Services Bureau.

Alternatives:

If the CAFR is not accepted, the City will not be able to file the required reports by the six month end of year deadline, as required by state statute, and bond covenants.

Concurrences:

The City's Audit Committee, comprised of one City Commissioner, the Mayor, two citizens, the City Manager, and the Finance Director recommends approval of the FY 2016-2017 CAFR, the Required Client Communication Letter as presented, and authorize staff to submit the report to other governmental and financial agencies as required.

The CAFR Document is a 200 page bound document and is available in the Finance Department, Civic Center Room 104 or in the City Clerk's Office Room 204. It is also available on the City's Website at <https://greatfallsmt.net/fiscalservices/cafr-2017>.

ATTACHMENTS:

- ▢ Response to the Independent Auditors' Required Client Communication Letter
- ▢ Required Client Communication Letter

CITY OF GREAT FALLS, MONTANA
Financial and Compliance Audit
For the Year Ended June 30, 2017

RESPONSE TO INDEPENDENT AUDITORS' REQUIRED CLIENT COMMUNICATION LETTER:

CURRENT COMMENTS AND RECOMMENDATIONS

Uniform Guidance requires that there are written policies in place regarding the following: 1) collection of federal funds and minimizing time held (CFR 200.302(b)(6), 2) determining the allowability of costs under applicable cost principles and grant terms (CFR 200.302(b)(7), 3) documentation of the entity's decision to utilize the 3 year grace period to adopt procurement standards must be included in the entity's internal procurement policies (CRF 200.110(a)) and 4) documentation of how time and effort charged to grants will be documented in the entity's records (CRF 200.430). The City has not yet adopted the required written policies.

Recommendation:

The City should adopt all required written policies in accordance with the requirements of Uniform Guidance.

City response:

The City will adopt all required written policies in accordance with the requirements of Uniform Guidance.

PRIOR YEAR COMMENTS AND THEIR CURRENT STATUS

None

To the Honorable Mayor,
City Commissioners and City Manager
City of Great Falls, Montana

We have audited the financial statements of the governmental activities, the business-type activities, the discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Great Falls, Montana (the City) for the year ended June 30, 2017. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated August 3, 2017. Professional standards also require that we communicate to you the following information related to our audit.

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City are described in Note 1 to the financial statements. During 2017, the City adopted the following new accounting standards:

- GASB Statement No. 77, *Tax Abatement Disclosures*
- GASB Statement No. 78, *Pensions Provided through Certain Multiple-Employer Defined Benefit Pension Plans*
- GASB Statement No 82, *Pension Issues – an amendment of GASB Statements No. 67, No. 68 and No. 73*

We noted no transactions entered into by the governmental unit during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the financial statements were: (i) depreciation expense, which is based on management's estimate of useful lives of capital assets; (ii) the liability for the other post-employment benefits which is based on an actuarial study; and (iii) the liability for net pension costs which is based on actuarial studies of the respective plans. We evaluated the key factors and assumptions used to develop these estimates and determined that they are reasonable in relation to the financial statements taken as a whole.

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the financial statements were: (i) the Employee Benefit Plans disclosure in Note 9; (ii) the Multiple-Employer Defined Benefit Pension Plans disclosure in Note 10; and (iii) the Other Post Employment Benefit disclosures in Note 11 to the financial statements.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. We noted no such adjustments.

Disagreements with Management

For purposes of this letter, a disagreement with management as a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated December 1, 2017.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the governmental unit's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the governmental unit's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

The following observations and recommendations are provided for your consideration as opportunities to strengthen effectiveness of operations:

Required Policies under Uniform Guidance:

Uniform Guidance requires that there are written policies in place regarding the following: 1) collection of federal funds and minimizing time held (CFR 200.302(b)(6), 2) determining the allowability of costs under applicable cost principles and grant terms (CFR 200.302(b)(7), 3) documentation of the entity's decision to utilize the 3 year grace period to adopt procurement standards must be included in the entity's internal procurement policies (CFR 200.110(a)) and 4) documentation of how time and effort charged to grants will be documented in the entity's records (CFR 200.430). The City has not yet adopted the required written policies.

Recommendation:

The City should adopt all required written policies in accordance with the requirements of Uniform Guidance.

Other Matters

We applied certain limited procedures to the management's discussion and analysis, actuarial valuation of postretirement benefits, the schedule of the City's proportionate share of the net pension liability, schedule of the City's retirement systems contributions, schedule of the City's additional pension contributions and the budgetary comparison schedules, which are required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on the combining and individual non-major fund financial statements, and the schedule of expenditures of federal awards, which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

We were not engaged to report on the introductory or statistical sections, which accompany the financial statements but are not RSI. We did not audit or perform other procedures on this other information and we do not express an opinion or provide any assurance on it.

Restriction on Use

This information is intended solely for the use of the City Commissioners and management of the City and is not intended to be and should not be used by anyone other than these specified parties.



Great Falls, Montana
December 1, 2017

[Handwritten mark]



Item: Ordinance 3178 – An Ordinance assigning a zoning classification of C-2 General Commercial to the property described in Certificate of Survey 5114 as a Tract of Land Being a Portion of Vacated Railroad Right-Of-Way Located in the SE 1/4 NE 1/4 Section 3, T20N, R3E, PMM, Cascade County, Montana

From: Andrew Finch, Senior Transportation Planner

Initiated By: Steve Vick, et al., Property Owner

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

Action Requested: City Commission accept Ordinance 3178 on first reading and set a public hearing for January 16, 2018.

Suggested Motion:

Commissioner moves:

“I move that the City Commission (accept/deny) Ordinance 3178 on first reading and (set/not set) a public hearing for January 16, 2018.”

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

Staff Recommendation:

Staff recommends the City Commission accept Ordinance 3178 on first reading and set a public hearing for January 16, 2018.

Summary:

The property owners (Applicant) are requesting that the City approve annexation of the Subject Property into the City of Great Falls. In addition to annexation, a zoning designation of C-2 General Commercial is proposed so that the parcel can be combined with the Star Tract Addition to the south, which is owned by the Applicant, already incorporated into the City of Great Falls, and zoned C-2 General Commercial. The proposed zoning designation upon the Subject Parcel is consistent with the zoning designations of adjacent properties. The full legal description of the Subject Property can be found upon the attached Certificate of Survey 5114 (Exhibit B – Certificate of Survey). The Subject Property is immediately adjacent to and under the same ownership as property addressed as 1025 Northwest Bypass.

Consistent with MCA 7-2-4601 through 4625 and OCCGF, Title 17, Annexation by Petition, the

Planning Advisory Board/Zoning Commission held a properly-noticed public hearing, reviewed the staff report and associated Findings of Fact, and considered agency comments prior to forwarding a recommendation to the City Commission.

In addition, the Planning Advisory Board/Zoning Commission considered the staff report, comments at the public hearing, and Basis of Decision for the request to assign C-2 General Commercial zoning to the Subject Property upon annexation.

At the conclusion of a public hearing held on November 14, 2017, the Planning Advisory Board/Zoning Commission recommended the City Commission approve the annexation and assign a C-2 General Commercial zoning classification upon annexation of the Subject Property, legally described above, with the annexation being subject to the following conditions:

Conditions of Approval for Annexation:

1. General Code Compliance. Development of the Subject Property shall be consistent with the conditions in this report, and all codes and ordinances of the City of Great Falls, the State of Montana, and all other applicable regulatory agencies.
2. Annexation Agreement. The Applicant shall execute and abide by the terms and conditions of, and pay all fees and reimbursements specified in, the Annexation Agreement for the Subject Property. Said Annexation Agreement must be signed by the applicant and will be recorded by the City.
3. Aggregation of Lots. Upon annexation, the Applicant shall aggregate the Star Tract Addition and the Subject Property through an amended plat process to comply with the lot frontage requirements of OCCGF §17.24.110.A.3. Additionally, the amended plat shall include identification of a 20' public utility easement along an existing water line running through the lots to be aggregated; as well as, any other such easements either existing or necessary to accommodate existing utilities.

Background:

In September 2017, the City received an application from Steve Vick, et al., requesting annexation of the Subject Property into the City of Great Falls and assignment of C-2 General Commercial zoning to the Subject Property. Mr. Vick, Duane Vick, Deb Shellerud, and Kevin Vick (Applicant) represent 100% of the property owners seeking annexation, with the desire to combine the Subject Property with the adjoining Star Tract Addition, also owned by the Applicant, in order to more effectively market the vacant properties for commercial development. No development is proposed at this time.

Property Description

The Subject Property is located north of the intersection of NW Bypass and 11th St. NW, and adjacent to the vacant Star Tract Addition addressed as 1025 NW Bypass – formerly the site of a gas station/convenience store. The Subject Property, which is also vacant, is former railroad right-of-way and, like most of this former right-of-way, does not abut a public or private street.

The Star Tract Addition to the City of Great Falls borders the Subject Property to the south, and a 20-foot strip of City-owned land lies to the north. Residential homes located in the Valley View Homes Addition are to the north of this City-owned strip of land. On the west edge of the parcel is a casino/restaurant within city limits and zoned C-2. To the east is a residence within city limits that is zoned C-2 General Commercial (Exhibit A – Existing Conditions).

The Subject Property comprises a rectangular parcel approximately 220 feet wide and 80 feet deep (Exhibit A – Existing Conditions). Prior to 1985, the land was part of the Chicago, Milwaukee & St.

Paul Railroad that went bankrupt in the early 1980's and was subsequently sold, conveyed or abandoned. The Subject Property has remained vacant since the removal of the tracks.

Existing Conditions

Currently, the Subject Property is zoned I-1 within Cascade County. The principal uses allowed in this zoning district include all those uses allowed in County-zoned Commercial Districts in addition to industrial uses associated with manufacturing, processing, fabrication, packaging, assembly, storage, and freight handling, or similar.

Existing utilities in the vicinity of the property include sewer, water, and stormwater facilities. An existing 12" water line runs north/south through the Star Tract and the Subject Property, and the property is within the City sewer service area. A sanitary sewer line can be accessed from the west and from the south (south side of NW Bypass). Stormwater lines can be accessed from adjacent properties to the west and east, although any development of the property would need to provide stormwater management, including on-site facilities, in compliance with current regulations. Since the area is already served by police and fire services (Fire Station #2 is located three blocks east), the property will be within existing service areas. Upon annexation, the property would be in Neighborhood Council #3.

Basis of Decision: Annexation

The requirements for City Commission decisions on annexation requests and zoning upon annexation (zoning map amendment) can be found in OCCGF Title 17 (§17.16.7.010-090 and §17.16.40.010-070). The required review criteria and associated Findings of Fact that serve as the basis for decision ensure that the proposed annexation is consistent with relevant planning documents and the Growth Policy. Additionally, consideration is given to its probable effects upon other properties. The proposed annexation also must be in substantial compliance with Montana State land use statutes including the requirements for a petition method of annexation (MCA §§ 7-2-4601 through 4625). The attached *Basis of Decision: Findings of Fact* includes a full analysis of the annexation review criteria.

Basis of Decision: Zoning Upon Annexation

Similar to the Annexation by Petition review criteria, the zoning map amendment process takes into consideration the goals and objectives contained within area planning documents and the City's Growth Policy. The attached *Basis of Decision: Findings of Fact* includes a full analysis of the zoning review criteria.

Conclusion

The effect of the proposed annexation and the proposed zoning of the Subject Property as C-2 General Commercial upon annexation will have no substantial impact to the health, safety and welfare of the City. It is anticipated that the future use of the property will be compatible with neighboring uses if C-2 General Commercial zoning is assigned to the property.

Fiscal Impact:

No negative City fiscal impacts will result from the recommended action. When development proposals are submitted to the City, sanitary sewer and water services will be extended to the property at the developer's expense. No roadway improvements are necessary. Because this is an "infill" annexation, the service radii of neither fire nor police need be extended.

Alternatives:

The City Commission could deny acceptance of Ordinance 3178 on first reading and not set the public hearing. However, such action would deny the applicant due process and consideration of a public hearing, as provided for in City Code and State Statute.

Concurrences:

Representatives from the City's Public Works, Police, Park and Recreation and Fire Departments have been involved throughout the review and approval process for this project. Neighborhood Council #3 representatives were notified of the proposed actions, but have not yet met to provide comment.

ATTACHMENTS:

- Exhibit A: Existing Conditions
- Exhibit B: Certificate of Survey 5114
- Exhibit C: Findings of Fact/Basis of Decision
- Exhibit D: Annexation Agreement
- Ordinance 3178

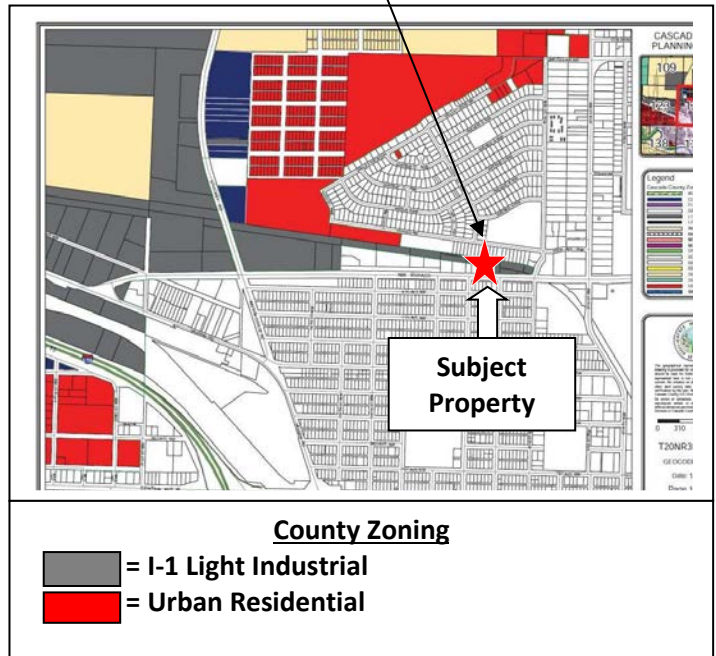
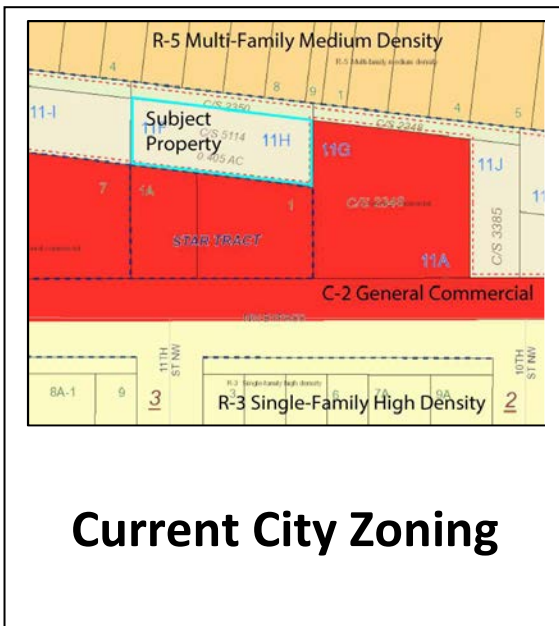
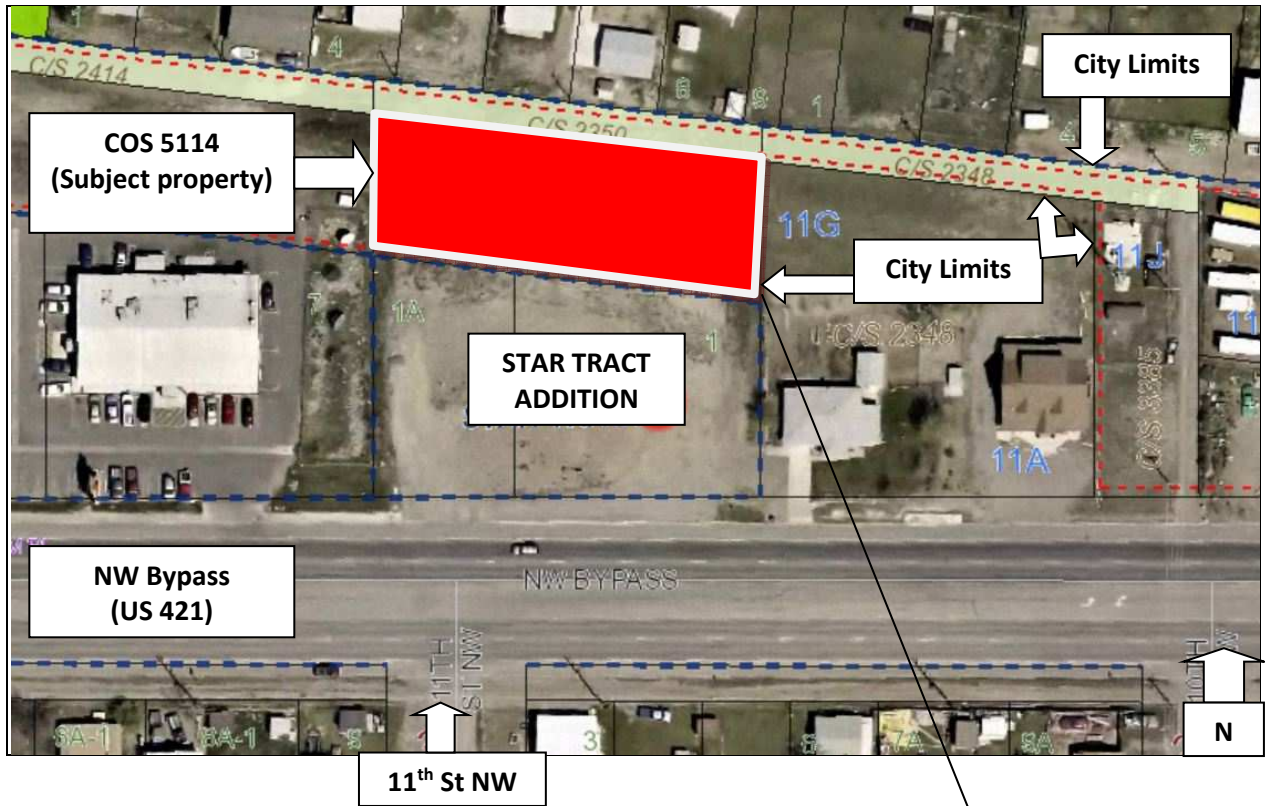


EXHIBIT A: COS 5514 -EXISTING CONDITIONS

CERTIFICATE OF SURVEY NO. 5114

A TRACT OF LAND BEING A PORTION OF VACATED RAILROAD RIGHT-OF-WAY IN THE
SE1/4 NE1/4 SECTION 3, T. 20 N., R. 3 E., P.M.M., CASCADE COUNTY, MONTANA

PURPOSE

THE PURPOSE OF THIS SURVEY IS TO RETRACE AN EXISTING TRACT OF LAND THAT WAS AGGREGATED INTO A TRACT OF LAND (STAR TRACT) THAT HAD BEEN PREVIOUSLY ANNEXED INTO THE CITY OF GREAT FALLS. AT THE TIME OF THIS SURVEY, THE TRACT DESCRIBED HEREIN HAS NOT BEEN FORMALLY ANNEXED INTO THE CITY OF GREAT FALLS.

LEGAL DESCRIPTION:

A TRACT OF LAND BEING A PORTION OF VACATED RAILROAD RIGHT-OF-WAY IN THE SE1/4 NE1/4 SECTION 3, T. 20 N., R. 3 E., P.M.M., CASCADE COUNTY, MONTANA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF 11TH ST. NW AND 8TH AVE. NW, WHICH IS A FOUND IRON PIN LOCATED INSIDE OF A CENTERLINE MONUMENT CASE, THENCE ALONG THE CENTERLINE OF 11TH ST. NW, N00°05'43"E A DISTANCE OF 279.92 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF NORTHWEST BYPASS; THENCE DEPARTING THE CENTERLINE OF 11TH ST. NW AND ALONG THE NORTH RIGHT-OF-WAY OF NORTHWEST BYPASS, S89°48'33"E A DISTANCE OF 179.16 FEET TO AN ANGLE POINT; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY, N00°05'43"E A DISTANCE OF 112.52 FEET TO A POINT THAT LIES ON THE SOUTH RIGHT-OF-WAY OF THE VACATED CHICAGO, MILWAUKEE, AND SAINT PAUL RAILROAD, SAID POINT IS ALSO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE N00°05'43"E A DISTANCE OF 80.6 FEET TO AN ANGLE POINT; THENCE N83°09'38"W A DISTANCE OF 220.68 FEET TO AN ANGLE POINT; THENCE S00°05'43"W A DISTANCE OF 80.6 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF THE VACATED CHICAGO, MILWAUKEE, SAINT PAUL RAILROAD; THENCE ALONG SAID VACATED RIGHT-OF-WAY S83°09'38"E A DISTANCE OF 220.68 FEET TO THE POINT OF BEGINNING, CONTAINING 0.405 ACRES.

CERTIFICATE OF SURVEYOR:

I, MARK LEO, PROFESSIONAL ENGINEER AND LAND SURVEYOR, MONTANA REGISTRATION NUMBER 12920 ES, DO HEREBY CERTIFY THAT DURING THE MONTHS OF JULY-AUGUST 2017, THAT I PERFORMED, OR IT WAS PERFORMED UNDER MY DIRECT SUPERVISION, THE SURVEY THAT THE ACCOMPANYING MAP REPRESENTS AND THAT THIS SURVEY IS IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN 76-3-402 AND 403, M.C.A., AND THAT THE MONUMENTS FOUND AND SET ARE OF THE CHARACTER AND OCCUPY THE POSITIONS SHOWN HEREON.

DATED THIS 1ST DAY OF SEPTEMBER, 2017.

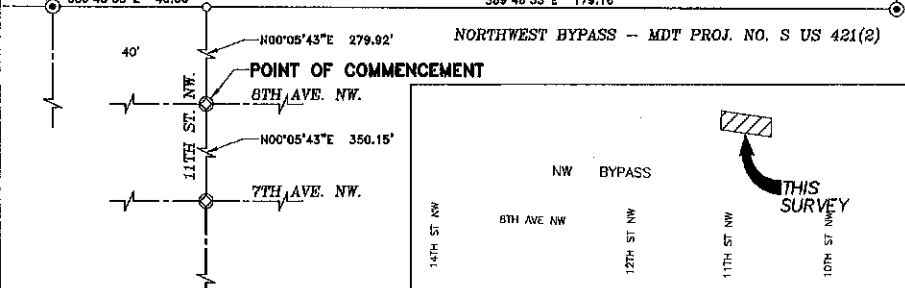
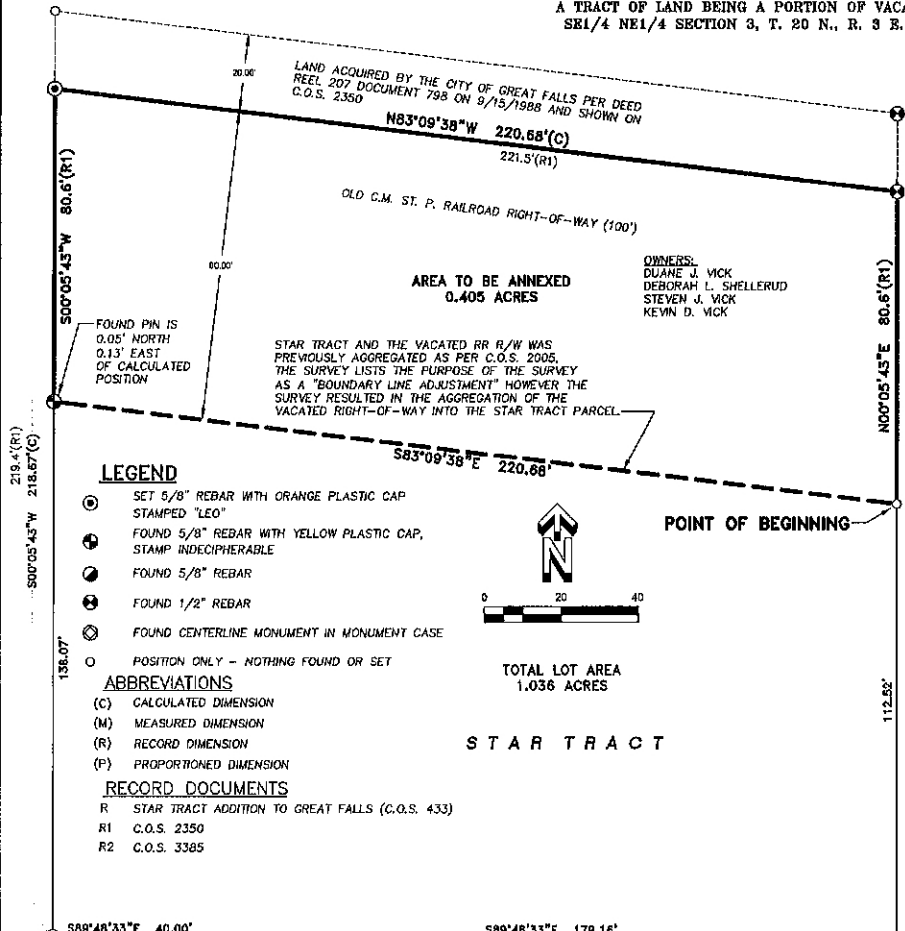


MARK LEO, PROFESSIONAL ENGINEER AND LAND SURVEYOR, MT REGISTRATION NUMBER 12920 ES

BASIS OF BEARINGS

THE BEARING SOURCE FOR THIS SURVEY IS BASED ON GPS OBSERVATIONS OF RECORD POSITIONS OF EXISTING MONUMENTS TO BEST FIT THE VARIOUS BEARING SOURCES. REFERENCE BEARINGS ARE SHOWN ON THE ACCOMPANYING MAP.

NOTE: THE INTENT OF THIS SURVEY WAS NOT TO SHOW ALL EASEMENTS. EASEMENTS OF RECORD MAY EXIST AND MAY NOT BE SHOWN.



S-0005114 CS
Total Pages: 1, 2 of 15 by Issue: 08/08/2017 11:00:33 AM
Transaction: 10/17/2017 11:00:33 AM

SHEET TITLE: RETRACEMENT--ANNEXATION			
JOB NO.: 17BJ	DRAWING NAME: 17BJ-ANNEX	SHEET 1 OF 1	
FILE NO.:	DRAWN BY: CRB	DATE: 8/9/17	

BIS SKY CIVIL & ENVIRONMENTAL, INC.
1324 13th Ave. SW
P.O. BOX 3625
GREAT FALLS, MT 59403
(406)727-2185 OFFICE
(406)727-3636 FAX
www.bisfyce.com

COS 5114 (VICK ANNEXATION)

ANNEXATION BY PETITION – BASIS OF DECISION AND FINDINGS OF FACT

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

- The property is contiguous to existing City limits.
- The Subject Property shares a common boundary line with the northern boundary of Star Tract Addition, which is within City limits.

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

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

Physical - Land Use

- Phy4.1.5 Encourage and incentivize the redevelopment or adaptive reuse of vacant or underutilized properties so as to maximize the City's existing infrastructure.
- Phy4.2.1 Development density and intensity should be oriented toward areas of the City most capable of supporting it...[such as] Locations with adequate community facilities and areas with adequate or excess infrastructure capacity.
- Phy4.2.5 Promote orderly development and the rational extension of infrastructure and City services.
- Phy4.7.4 Do not permit the development of land unless all necessary facilities are in place to serve new development, or a development agreement is in place to ensure that those facilities will be provided when needed.
- Phy4.7.5 require all annexation to demonstrate a commitment to meet the City's development standards, including connecting to the City water and wastewater service. This commitment may be demonstrated through the implementation of the conditions stated in the applicable annexation agreement and or developer's agreement.
- Phy4.7.6 Encourage new development in areas contiguous to existing development in the City, where capacity exists or can be planned for. This type of growth is preferred in order to avoid the long-term cost to taxpayers off providing costly services in an inefficient way.

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

- No neighborhood plans have been adopted for this area.

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

- The subject property does not lie within land area associated with any adopted plans or sub-area plans, except for the Great Falls Area Long Range Transportation Plan, which does not have specific goals or objectives that address annexation of parcels.
- Given the limited area of annexation and rezoning (one parcel), the change to traffic patterns would presumably be unnoticeable and therefore would have no impact upon any provisions in the Long Range Transportation Plan.

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

- The City has the capacity to provide public services to the property: Water, sewer and stormwater mains are available in the vicinity of the property at this time.
- Currently, the subject property does not have direct access to a public Right of Way. The proposed annexation will facilitate aggregation of lots so that the Subject Property will have physical access to NW Bypass, increasing the usability of the property, overall.
- Because this is an “infill” annexation, the service radii of neither fire nor police need be extended. Therefore, adequate fire, police and emergency services can be provided with no additional impact upon said services.

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

- At the time of development, the property will be improved to comply with City standards.

7. The owner(s) of the subject property will bear all of the costs 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.

- The owner or developer of the property will bear all the costs of improving the property as outlined in the draft Annexation Improvement Agreement.

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

- The subject property was surveyed and filed with the County Clerk and Recorder as Certificate of Survey No. 5114 on September 1, 2017.

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

- At the time of development, sewer and water will be provided by the developer and reviewed for compliance by the City Public Works Department.

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

- The property is located in area suitable for annexation.

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

- The Subject Property is located in the county, but not 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)

- Currently, the Subject Property sits vacant and is not currently used for any of the above-referenced uses.
- Prior to 1985, the Subject Property was part of a linear transportation corridor operated by

the Chicago, Milwaukee and St. Paul railroad company. Commonly referred to as the Milwaukee Road, the railroad company went bankrupt and the property was relinquished.

ZONING MAP AMENDMENT – BASIS OF DECISION AND FINDINGS OF FACT

The basis for decisions 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 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.

- Refer, Annexation Review Criterion #2, Annexation Basis of Decision (pg. 1)

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

- No neighborhood plans have been adopted by City Commission at this time.

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

- Refer, Annexation Review Criterion #4, Annexation Basis of Decision (pg. 1)

4. The code with the amendment is internally consistent.

- Since this is Zoning Upon Annexation, the designation of C-2 General commercial zoning for this parcel will insure consistency with the code and surrounding land uses as well.

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

- Annexation of the parcel and applying zoning that is consistent with adjacent uses facilitates infill development at this location.
- In its current condition, development of the parcel is difficult due to the lack of access.
- Infill development will maximize the utilization of existing infrastructure, which benefits the public.
- If the annexation application is denied, the land-locked parcel will remain undeveloped and potentially cause a financial hardship for the property owner. Therefore, processing the rezoning/map amendment request is the least restrictive approach.

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

- Approval of the annexation and zoning proposal will allow for increased use of the Subject Property.
- The City has the financial and staffing capability to enforce the zoning map amendment if it is approved, and has the staffing available to address any subsequent development of the property.

ANNEXATION AGREEMENT

**A TRACT OF LAND BEING A PORTION OF VACATED RAILROAD
RIGHT-OF-WAY IN THE SE ¼ NE ¼ SECTION 3, TOWNSHIP 20 N,
RANGE 3 E, P.M.M., CASCADE COUNTY, MONTANA**

The following is a binding Agreement dated this _____ day of _____, 2017, between Steve Vick, etal, of 2140 E Hanley Ave., Dalton Gardens, ID 83815, hereinafter referred to as "Owner," and the City of Great Falls, Montana, a municipal corporation of the State of Montana, hereinafter referred to as "City", regarding the requirements for annexation of a tract of land described in Certificate of Survey #5114 as a portion of vacated railroad right-of-way in the SE ¼ NE ¼ Section 3, Township 20 North, Range 3 East, P.M.M. Cascade, County, Montana, hereinafter referred to as "Subject Property". Owner of the aforementioned Subject Property agrees to and is bound by the provisions of this Agreement, and by signing this Agreement therefore agrees to terms herein applicable to the Subject Property.

1. Supporting Documents.

- A. Certificate of Survey #5114, filed of record in the Clerk and Recorder’s Office of Cascade County, Montana.
- B. Star Tract Addition plat.
- C. Legal documents, including but not limited to any easements, articles of incorporation, bylaws, covenants, and declarations establishing the responsibilities of Owner recorded in the Clerk and Recorder’s Office of Cascade County, Montana.

2. City Fees and Charges.

- A. Owner shall pay the following fees as provided by City policy and resolution:
 - a. Storm Drain Fee (\$250/acre x 0.405 acres) \$101.25
 - b. Recording fees for Annexation Agreement and Resolution
(\$11 per page x xx pages) \$xx.00

Total Fees paid by applicant to City: \$xx.25

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

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

3. Future Improvements

Owner agrees to install all improvements necessary for development of the property, at such time as the Owner proposes same. Improvements may be public or private, and may include, but not be limited to, water main or service line extensions; sanitary sewer main or service line extensions; storm water management facilities, either onsite, or offsite if directly attributable to impact from the development.

4. Site Conditions.

The Owner 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 upon the Subject Property and its development for the approved use. The Owner further warrants that all plans submitted pursuant to this Agreement and all applications for building permits upon the Subject Property will properly account for all such conditions. The Owner holds the City harmless for natural conditions and for any faults in their own assessment of those conditions.

5. Maintenance Districts.

Owner hereby agrees to waive its right to protest and appeal the lawful creation by City of maintenance districts for any proper purpose including but not limited to fire hydrant, lighting and street maintenance, and shall pay the proportionate share of the costs associated with said maintenance districts as they may be applied to the Subject Parcel. This includes existing districts which may be extended or expanded to include the Subject Parcel.

6. Aggregation of Parcels upon Annexation.

Upon approval of annexation of Subject Property, Owner shall aggregate Subject Property and the Star Tract Addition adjoining to the south. Aggregation will allow the Subject Property to meet the lot frontage standard required by 17.24.110, OCCGF. Owner agrees that this requirement is a condition of annexation, and annexation will not be finalized until aggregation is complete. Additionally, the amended plat recording said aggregation shall include identification of a 20' public utility easement along the western portion of the aggregated parcels. Said easement shall formalize existing easements, and shall be approximately 10 feet either side of the centerline of the existing water main running north/south through Star Tract Addition and the Subject Property and one connecting to that line from the west. Final location of easement to be reflected on the amended plat shall be agreed upon between the City and Owner prior to filing. Any other existing easements shall also be noted on the amended plat.

7. City Acceptance and Zoning.

In consideration of the terms of this Agreement, the City hereby accepts a tract of land as legally described on Certificate of Survey #5114 for incorporation by annexation into the corporate limits of the City of Great Falls, Montana, with an assigned zoning classification of C-2 General Commercial.

8. Indemnification.

The Owner 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 owner's property described herein. Upon the transfer of ownership of property, the prior owner's (whether it is the Owner that signed this agreement or a subsequent owner) indemnity obligation herein for the transferred property is released as to that owner and the indemnity obligation runs to the new owner of the property. 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 property 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.

9. Binding Effect.

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

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.

Steve Vick, etal. (Owner)

By: _____

Its: _____

State of _____)

:ss.

County of _____)

On this _____ day of _____, in the year Two Thousand and Seventeen, before me, the undersigned, a Notary Public for the State of _____, personally appeared _____, known to me to the persons whose names are subscribed to the instrument within and acknowledged to me that they executed the same.

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

Notary Public for the State of _____

(NOTARIAL SEAL)

ORDINANCE 3178

AN ORDINANCE ASSIGNING A ZONING CLASSIFICATION OF C-2 GENERAL COMMERCIAL TO THE PROPERTY IN CERTIFICATE OF SURVEY 5114 AND MORE PARTICULARLY DESCRIBED AS: A TRACT OF LAND BEING A PORTION OF VACATED RAILROAD RIGHT-OF-WAY IN THE SE ¼ NE ¼ SECTION 3, T20N, R3E, PMM, CASCADE COUNTY, MONTANA.

* * * * *

WHEREAS, Steve Vick et al., have petitioned the City of Great Falls to annex the subject property, consisting of ±0.405 acres, as legally described above; and,

WHEREAS, Steve Vick et al., have petitioned the City of Great Falls to assign a zoning classification of C-2 General Commercial to the subject property, upon annexation to City; 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 assignment would be held on the 16th day of January, 2018, before final passage of said Ordinance herein; and,

WHEREAS, following said public hearing, it was found and decided that said zoning classification be assigned.

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

Section 1. It is determined that the herein requested zoning classification assignment will meet the criteria and guidelines cited in Section 76-2-304 Montana Code Annotated, and Section 17.16.40.030 of Title 17, Land Development Code, Official Code of the City of Great Falls.

Section 2. That the zoning classification of “C-2 General Commercial” be assigned to the subject property.

Section 3. That this Ordinance shall be in full force and effect thirty (30) days after its passage and adoption by the City Commission or upon filing in the office of the Cascade County

Clerk and Recorder the resolution annexing said property, as legally described above, into the corporate limits of the City of Great Falls, Montana, whichever event shall occur later.

APPROVED by the City Commission on first reading December 19, 2017.

ADOPTED by the City Commission of the City of Great Falls, Montana, on second reading January 16, 2018.

Bob Kelly, Mayor

ATTEST:

Lisa Kunz, City Clerk

(CITY SEAL)

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 3178 on the Great Falls Civic Center posting board and the Great Falls City website.

Lisa Kunz, City Clerk

(CITY SEAL)



Item: Ordinance 3183, "An Ordinance Amending Title 2, Chapter 21, Section 040, of the Official Code of the City of Great Falls (OCCGF), Pertaining to Code of Ethics Definitions."

From: City Attorney's Office

Initiated By: City Attorney's Office

Presented By: Sara R. Sexe, City Attorney

Action Requested: Adopt Ordinance 3183 on second reading.

Suggested Motion:

1. Commissioner moves:

"I move that the City Commission (adopt/deny) Ordinance 3183."

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

Staff Recommendation:

Staff recommends that the City Commission adopt Ordinance 3183.

Background:

City staff continues to update the City Code, with input from the different departments. The Ordinance under consideration, if approved, would amend OCCGF Title 2, Chapter 21, Section 040, pertaining to Ethics Code Definitions. The proposed ordinance will change the definition of "Officer".

Earlier in 2017, the City Commission adopted Ordinance 3169. Ordinance 3169 repealed and replaced OCCGF Title 2 in its entirety. During that process, revisions were made to the definition of "Officer" in the ethics code. The definition contains an extensive list of specific City officials. Staff has reviewed this list and recommends that the Housing Authority Director should be added to the definition as a designated City Officer, as the Housing Authority staff, including the Director, are City employees under an agreement with the Great Falls Housing Authority, the latest version of which is dated June 2106.

Ordinance 3183 was accepted unanimously on first reading December 5, 2017. There was no Commission discussion or public comment.

Ord. 3183 Exhibit "A" provides the proposed amendments OCCGF Section 2.21.040.

Fiscal Impact:

None.

Alternatives:

1. The City Commission could vote to not adopt Ordinance 3183; or
2. The City Commission could table Ordinance 3183 to provide further suggestions for staff considerations.

Concurrences:

City Manager's Office

City Clerk's Office

ATTACHMENTS:

- ▣ Ordinance 3183
- ▣ Ord. 3183 Exhibit "A"

ORDINANCE 3183

AN ORDINANCE AMENDING TITLE 2, CHAPTER 21, SECTION 040, OF THE OFFICIAL CODE OF THE CITY OF GREAT FALLS (OCCGF), PERTAINING TO CODE OF ETHICS DEFINITIONS.

* * * * *

WHEREAS, the City Commission established Title 2, Chapter 21, of the OCCGF outlining provisions pertaining to Ethics; and

WHEREAS, the City Commission established a definition pertaining to designations of City “Officers”; and

WHEREAS, the definition of “Officer” does not include the Great Falls Housing Authority Director; and

WHEREAS, the City Commission wishes to amend said definition to include the Housing Authority Director as a designated City Officer.

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

Section 1. OCCGF Title 2, Chapter 21, Section 040 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 December 5, 2017.

ADOPTED by the City Commission of the City of Great Falls, Montana on second reading December 19, 2017.

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 3183 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

2.21.040 Definitions.

As used in this section:

- A. "Agency" means any agency, board, governing body, including the chief executive officer, office, commission, or other instrumentality within the City of Great Falls, and any independent local authority created by or appointed under the authority of the City of Great Falls.
 - B. "Business organization" means any corporation, partnership, firm, enterprise, franchise, association, trust, sole proprietorship, union, or other legal entity.
 - C. "Employee" means any person, whether compensated or not, whether part-time or full-time, employed by or serving on an agency, who is not a local government officer.
 - D. "Interest" means the ownership or control of more than ten (10) percent of the profits, assets or stock of a business organization, but shall not include the control of assets in a non-profit entity or labor union.
 - E. "Member of immediate family" means the spouse or dependent child of an officer or employee residing in the same household.
 - F. "Officer" means any person whether compensated or not, whether part-time or full-time, who is one (1) of the following:
 - 1. Member of the City Commission;
 - 2. City Manager;
 - 3. Deputy City Manager;
 - 4. Director, Department of Finance;
 - 5. Director, Department of Planning and Community Development;
 - 6. Director, Department of Public Works;
 - 7. Director, Department of Parks and Recreation;
 - 8. Chief of Police;
 - 9. City Clerk;
 - 10. City Attorney;
 - 11. Municipal Judge;
 - 12. Fire Chief;
 - 13. Library Director;
 - 14. Human Resources Director; or
 - 15. Housing Authority Director; or**
 - ~~16.~~ A member of any City board, council, committee, or commission.
- (Ord. 3183, 2017)**
- G. "Officer or employee" means an officer or employee of the City of Great Falls or of an agency under the authority of or appointed by the City Commission.