



**City Commission Agenda**  
**Civic Center, 2 Park Drive South, Great Falls, MT**  
**Commission Chambers Room 206**  
**October 16, 2018**

**CALL TO ORDER 7:00 P.M.**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL/STAFF INTRODUCTIONS**

**AGENDA APPROVAL**

**CONFLICT DISCLOSURE/ EX PARTE COMMUNICATIONS**

**PROCLAMATIONS**

Family Promise Week  
Red Ribbon Week

**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. Miscellaneous reports and announcements from Neighborhood Councils.

**BOARDS AND COMMISSIONS**

3. Miscellaneous reports and announcements from Boards and Commissions.

**CITY MANAGER**

4. 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.*

5. Minutes, September 18, 2018, Commission Meeting.
6. Minutes, October 2, 2018, Commission Meeting.
7. Total Expenditures of \$1,518,498 for the period of September 15, 2018 through October 3, 2018, to include claims over \$5,000, in the amount of \$1,458,675.
8. Contracts List.
9. Approve the Interlocal Agreement between the City of Great Falls and Cascade County

for use of the 2018 Byrne Justice Assistance Grant Programs funds.

10. Approve the Second Amended and Restated Interlocal Agreement for Creating Montana Firefighters Testing Consortium and authorize the City Manager to execute the Agreement.
11. Approve the purchase of two new 2019 Kenworth T470 single axle cab & chassis dump box trucks for \$243,210 from Motor Power Great Falls, Inc., through Sourcewell, including trade-ins.
12. Approve a Professional Services Agreement in the amount of \$134,509.00 to HDR Engineering, Inc. for the Septage Receiving Station and Dewatering Pump Replacement Project, and authorize the City Manager to execute the contract documents.
13. Approve Change Order No. 1 for the NE Interceptor Rehabilitation, in the amount of \$82,500.00 to Planned and Engineered Construction and authorize the City Manager to sign the documents.

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

## **PUBLIC HEARINGS**

14. Meriwether Crossing subdivision (formerly known as the Medical Tech Subdivision).  
*Action: Conduct joint public hearing. (Presented by Craig Raymond)*
  - I. Resolutions 10258, 10259, 10260, 10261, 10262, 10263, 10264, 10265, 10266, 10267 to annex Lot 4B and 4C of the Correction of an Amended Plat of Lot 4 of the Medical Tech Park Minor Subdivision. *Action: Adopt or deny Resolutions, the Improvement Agreement and the accompanying Findings of Fact/Basis of Decision.*
  - II. Ordinance 3193, establishing Planned Unit Development (PUD) zoning. *Action: Adopt or deny Ord. 3193 and the accompanying Findings of Fact/Basis of Decision.*
  - III. Final plat of Meriwether Crossing Subdivision and the accompanying Findings of Fact/Basis of Decision. *Action: Approve or deny Final plat and Findings of Fact/Basis of Decision.*

## **OLD BUSINESS**

## **NEW BUSINESS**

## **ORDINANCES/RESOLUTIONS**

## **CITY COMMISSION**

15. Miscellaneous reports and announcements from the City Commission.
16. 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. If a video recording is available it will be posted on the City's website at <https://greatfallsmt.net> after the meeting. City Commission meetings are re-aired on cable channel 190 the following Wednesday morning*

*at 10 am, and the following Tuesday evening at 7 pm.*



**Item:** Minutes, September 18, 2018, Commission Meeting

**From:** City Clerk's Office

**Presented By:** City Commission

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ATTACHMENTS:

- ▢ Draft September 18, 2018 - - City Commission Meeting Minutes



# JOURNAL OF COMMISSION PROCEEDINGS

September 18, 2018

Regular City Commission Meeting  
Commission Chambers Room 206

**CALL TO ORDER: 7:00 p.m.**

## PLEDGE OF ALLEGIANCE

**ROLL CALL:** City Commission members present: Bob Kelly, Bill Bronson, Mary Sheehy Moe, Owen Robinson, and Tracy Houck. Also present were City Manager Greg Doyon and Deputy City Manager Chuck Anderson; City Clerk Lisa Kunz; Public Works Director Jim Rearden; Planning and Community Development Director Craig Raymond; Finance Director Melissa Kinzler; Fire Chief Steve Hester; City Attorney Sara Sexe; and, Police Captain Jeff Newton.

**AGENDA APPROVAL:** City Manager Greg Doyon noted that no changes were made to the agenda, but that the agenda packet was updated after original posting to include Item 12 attachments 33-39. Those attachments have been made available to the Commission and the applicant, and online for the public. No changes were made by the City Commission. The agenda was approved as submitted.

**CONFLICT DISCLOSURE/ EX PARTE COMMUNICATIONS:** Commissioner Bronson announced that, for reasons stated in the past, he would not participate in the discussion or vote of agenda item 18.

## PETITIONS AND COMMUNICATIONS

### 1. Miscellaneous reports and announcements.

**Jim Porter**, Veterans of Foreign Wars, Belt, MT, and committee member of "Raise the Flag for the Holidays" provided and read a prepared statement requesting donations to replace the flag poles at Highland Cemetery. The hope is to raise a minimum of \$15,000 to cover the cost of two new poles and any charges for installation. Donations can be sent to the Stockman Bank "Raise the Flag for the Holidays" account, and donations are tax deductible.

**Wes Old Coyote**, Indian Family Health Clinic (INFC) Interim Executive Director, 1220 Central Avenue, commented that INFC is a non-profit facility providing clinical, behavioral health, fitness and wellness services to the community and surrounding areas. INFC will be hosting a methamphetamine prevention and suicide prevention symposium tomorrow at the Hampton Inn from 9 am to 4 pm. He welcomed the Commission and public to attend.

**Robert Thornton**, 2509 6th Street NW, referred to Manager Doyon's August 30, 2018, Memorandum regarding the Natatorium, and discussed a July 12, 1939, *Tribune* article he provided for historical information.

**John Hubbard**, 615 7th Avenue South, referred to the prior speaker's comments about the Natatorium and opined that the land was donated for a pool and not for a park.

**Barbara Linn**, 1507 High Street, discussed comments regarding the Natatorium made at the September 4th Commission meeting. She inquired about land to build a new pool. Ms. Linn suggested enclosing an existing pool, and that the Natatorium remain open until a new pool is built.

**Becky Monroe**, 1801 2nd Avenue North, commented that it would be a disservice to close the Natatorium without a viable Plan B. Ms. Monroe commented that the pool at the Montana School for the Deaf and Blind (MSDB) should not be considered as a Plan B because, unless you are a resident or connected to the MSDB campus, it is hard to get into that pool.

**Shyla Patera**, 1013 7th Avenue NW, shared Ms. Monroe's concerns about access to the MSDB pool. After the last Commission meeting she thought of our community as a town of deferred maintenance, and commented that the City needs to start planning for the future that includes ADA accessibility.

**Karen Kaszula**, 2416 2nd Avenue North, commented that she cannot get around very much and she really likes the Natatorium pool.

**Mike Kaszula**, 2416 2nd Avenue North, suggested recycling efforts and solar panels wherein the pool could produce money by selling power back to the grid. He concluded that there are options that haven't been looked into with regard to the Natatorium.

**May Chase**, 2001 3rd Avenue North, commented that there are an excessive number of squirrels in Great Falls that are causing damage to property. Ms. Chase urged citizens to cease and desist feeding the squirrels.

**Donna Williams**, 2916 2nd Avenue North, commented that there isn't \$20 million dollars in the budget to fix the pools from the information she gleaned by attending the Commission's budget meetings. She commented that there are four indoor swimming pools in Great Falls. One of the pools is too small and too cold; the second is too cold and too busy; the third is too expensive. The Natatorium is the fourth pool being considered for closure in order to support the three other pools. She suggested a Great Falls wherein the expensive pool could be shared with people who use the Natatorium. She concluded that she will come back to the Commission with a modest proposal.

Written correspondence was received from **Denice Baune**, 1427 Cleveland Drive, also urging the Commission to have an alternate plan in place before closure of the Natatorium.

## **NEIGHBORHOOD COUNCILS**

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

Shyla Patera, NC 2, reported that the September council meeting included discussions about speeding and nuisance properties. She announced that the October agenda includes community policing.

Commissioner Houck added that community policing is on a number of council agendas in October. The Neighborhood Council meetings are on the City's website. She encouraged the public to view the calendars and attend upcoming meetings to participate in discussions about issues that affect their neighborhoods.

## **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 proposed that Rick Reisig from Anderson ZurMuehlen present at the next work session about the CAFR and audit process. The Commission concurred.

Manager Doyon announced that Great Falls Fire Rescue and the Cascade City County Health Department have partnered to provide flu shots at rotating fire stations during the month of October.

In response to previous public comments regarding the Natatorium, Manager Doyon commented that the City has property to put a new facility on that doesn't have the current Natatorium site problems. The key ingredient will be a partnership - organizations to work with the City to provide those services and meet the needs of the community in the long term.

## **CONSENT AGENDA**

5. Minutes, September 4, 2018, Commission Meeting.
6. Total Expenditures of \$1,687,361 for the period of August 15, 2018 through September 5, 2018, to include claims over \$5,000, in the amount of \$1,300,669.
7. Contracts List.
8. Approve Change Order #1 in the amount of \$148.64 for the ADA Handicap Ramps 2nd Street NW project, and Approve final payment in the amount of \$16,372.40 to United Materials of Great Falls and \$165.37 to the State Miscellaneous Tax Fund, and authorize the City Manager to make the payments.
9. Not award a contract for the Public Works Facilities Repairs project at this time and recommend staff re-bid the project in early 2019.

OF  
1730.1

OF  
1733

10. Approve the Amendment to the Citywide 911 Emergency Ambulance Services Contract with Great Falls Emergency Services.

**Commissioner Houck moved, seconded by Commissioner Robinson, that the City Commission approve the Consent Agenda as submitted.**

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

## **PUBLIC HEARINGS**

### **11. Resolution 10255, Establish Residential and Commercial Water, Sewer, and Storm Drain Utility Service rates effective October 1, 2018.**

Public Works Director Jim Rearden reported that the rate analysis has been presented to the Commission at several meetings: Wastewater Master Plan, Engineering Project Update, and the August 21, 2018 Work Session. A comprehensive review and Cost of Service Study was also completed by AE2S.

Director Rearden reviewed PowerPoint slides pertaining to the rate adoption process, as well as the proposed rates pursuant to the Cost of Service Study for residential and commercial customers for water, sewer and storm drain utilities. If adopted, the average residential customer bill will decrease approximately \$0.91 per month, and the average commercial customer bill will increase 4% or \$5.48 per month. Great Falls still has the lowest utility rates in the state. Not only are the utility dollars used to maintain the systems, the City is also building towards the future with new river crossings and a new water tower.

Mayor Kelly declared the public hearing open.

Speaking in opposition to Resolution 10255 was:

**John Hubbard**, 615 7th Avenue South, spoke in opposition to any rate increases.

Speaking in favor of Resolution 10255 was:

**Brett Doney**, Great Falls Development Authority, 300 Central Avenue, commended the City for its continual investments in infrastructure. From a business standpoint, GFDA would rather see continuity and a well run, dependable system and minor increases rather than what some other Montana cities are going through with huge increases in one year.

Written communication was received from **Dan Nezworski**, 2500 Central Avenue West, expressing vehement opposition to any rate increases; and, **Vivian Slape**, 1318 7th Avenue South, requesting information specific to her account and about budget billing.

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

**Commissioner Houck moved, seconded by Commissioner Robinson, that the City Commission adopt Resolution 10255 establishing residential and commercial water, sewer, and storm drain utility service rates effective October 1, 2018.**

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

Motion carried 5-0

12. **Wheat Ridge Estates, Phase 1.**

**I. Resolution 10268, annexing a 21.10 acre tract identified as Parcel 1 on Certificate of Survey #5162.**

**II. Ordinance 3180, establishing Planned Unit Development zoning and the accompanying Findings of Fact.**

**III. Preliminary Plat for the 40-lot Major Subdivision and the accompanying Findings of Fact.**

Mayor Kelly explained the public hearing process.

Planning and Community Development Director Craig Raymond reported that this agenda item is a request to conduct a public hearing and to consider Resolution 10268 to annex the subject property, Ordinance 3180 assigning PUD zoning upon annexation into the City of Great Falls, and to either approve or deny the proposed preliminary plat. Staff's recommendation is to deny all three motions based on at least four significant concerns and challenges with the proposal. The applicant has the ability to directly affect two of the concerns and really has little to no ability to influence the other two concerns in the immediate and foreseeable future. City staff has worked hard to propose solutions to some of these issues. To this point, the developer has chosen to press forward with the proposal despite knowing staff is not satisfied that this project is supportable as submitted.

The applicant, KYSO Corporation, is requesting annexation, zoning, and subdivision of a 21.10 acre parcel located south of the East Great Falls Retail Center anchored by the Walmart Superstore. The 21.10 acre parcel is one of three parcels that comprise 227.63 acres owned by the applicant. The 227.63 acres are bordered by the Walmart store and vacant, commercially zoned property to the north, the KOA Campground and vacant property to the west, vacant property to the south, and vacant property to the east. The northeast portion of the 227.63 acres adjoining US Highway 89 and the Malmstrom Air Force Base contains a 10.21 acre Airfield Restrictive Easement not being disturbed for development. Currently, these tracts are zoned Agricultural which restricts development outside of farming to single family detached units or two-unit dwellings on parcels that must be at least 20 acres in size. Because the 21.10 acre parcel is contiguous to the City limits as a result of the East Great Falls Retail Center annexation, it is eligible to be considered for annexation. The applicant's request for PUD zoning is due to the mix of residential densities and a few mixed-use commercial lots on the north end of the master planned project. These mixed-use lots are proposed to primarily mirror those dimensional and use standards that are allowed under the City's M-1 Mixed Use zoning designation, providing for the possibility of different residential uses, retail, offices, institutional and light manufacturing.

The applicant also wishes to subdivide another portion of the 21.10 acres for 37 single family detached home lots. All of the proposed lots would be at least 11,500 square feet, and most resemble development in the City's R-2 Single-family medium density zoning district, which

requires 11,000 square foot residential lots. The remaining development standards for this portion of the proposed PUD, such as lot width, building heights, setbacks, and lot coverage percentage, are requested to be a mix of standards found in the City's R-1, R-2, and R-3 zoning districts. Although the proposed use of the lots will be for single family detached homes, the applicant is requesting permitted uses consistent with the R-1 zoning district. The combined area of the residential lots is 12.50 acres, with the remaining acreage being devoted to both public and private streets and greenspace.

Staff does not arrive at a negative recommendation easily, and it is extremely rare for staff to do so. It is after working extensively with the applicant for an extended period of time, careful consideration of the City's growth policy, guiding documents such as the Joint Land Use Study (or JLUS), seeking input from Cascade County and Malmstrom officials, and after consultation with the City's defense counsel regarding a lawsuit against the City related to alleged storm water damage on an adjacent parcel, that staff comes to this recommendation.

Each of these issues in isolation are enough to cause sufficient concern and influence the decision making process, but together they create more than sufficient support of the findings of fact for the negative recommendation and ultimately a denial of all three motions by the City Commission. In this case especially, the details of the proposal really do matter. The primary issues which are the basis for staff's negative recommendation can be summed up in four areas: encroachment on Malmstrom Air Force Base, public safety service, transportation connectivity, and storm water concerns.

Because concerns were extensively spelled out in the agenda report, Director Raymond highlighted a few key subjects related to the negative impacts to Malmstrom Air Force Base (MAFB). The mistake that many people make when discussing land use compatibility surrounding the base is the notion that it's all about holding out hope for a future fixed wing mission where the closed runway would be needed. The truth is there are a number of reasons to thoughtfully plan and develop land use documents which carefully set forth specific recommendations for compatible land use which is what took place in 2012 when the City adopted the Joint Land Use Study (JLUS). The purpose for the JLUS is to provide guidance related to incompatible land uses encroaching on the base and its current mission as well as potential future missions. This takes into consideration not only property immediately surrounding the base but also other lands in the City of Great Falls and throughout Cascade County.

Agenda report attachments included memos and emails from Air Force officials that not only point to future considerations and potential, but also to the current mission. A paper on encroachment impacts from Lt. Col. Mignery states that "1. Undeveloped lands southwest of MAFB are currently compatible; however, the potential exists for residential and/or commercial development that could impact military operations; 2. Several assets would be impacted by the potential development area, including helicopter movement areas, Drop Zones and proposed Assault Landing Zone; and 3. Development could have an impact to helicopter operations and C-130H operations.

The Bullet Background Paper also discusses that development could have the following negative impacts: 1. Light pollution effects on multiple arrival and departure flight tracks of the Helicopter operations; 2. Flights at 500 feet above ground and aircraft noise posing a nuisance to the proposed development; and 3. That the location of the approach and departure zones for the active drop zones and proposed assault landing zones may be impacted by development.

In addition to the summary points provided by Lt. Col. Mignery, comments were also provided to the City from Assistant Secretary of the Air Force for Installations, Environment and Energy, John

W. Henderson. He noted general USAF concerns about installation encroachment, incompatible development, and its potential negative impacts on operational effectiveness and influence on future basing decisions.

Director Raymond continued that one must also consider the effect the base has on the local economy. Most estimates show that the base is responsible for approximately 40% of our local economy. Based on figures provided by the 341st, the base brings in an estimated \$367,399,992 annual impact to the Great Falls area. One housing development will not provide enough upside to trade-off that kind of revenue. He asked the Commission to also consider all of the businesses and jobs in and around Great Falls that could be negatively affected by a base closure. Even Great Falls Development Authority expends an appreciable amount of time and effort in providing seminars and mentoring local businesses not only in order to support the base but also to assist local businesses in contracting with the military and other branches of the federal government so that they can profit from the potential that exists right here. It has been said in many circles that Great Falls is too dependent on the base for our local economy, we need to diversify. Staff agrees.

However, Director Raymond commented that he doesn't think that subtraction is an effective or wise strategy for diversification. He suggested not making a decision to close the base an easy one for some committee in D.C. It makes sense to not only recruit new business into Great Falls but to also protect what we have.

Because the 21.10 acre parcel is only contiguous to the City limits on the parcel's north side and because the property is located at the southeast boundary of Great Falls, it presents challenges for police, fire, and emergency services. In the event of a fire or EMS call, the typical response to an incident on this parcel would come from Fire Station #3 located on the east end of Central Avenue. According to Great Falls Fire Rescue, the current average response time to provide service to the closest edge of the adjoining Walmart property is approximately six to seven minutes. A four minute response time is the industry standard for service according to the National Fire Protection Association. As staff has mentioned in the past, this is an issue that cannot be ignored. Since the City desires to accommodate future growth, long range comprehensive planning is imperative in order to pave the way for maintaining adequate public safety services that the public demands and deserves as the city expands. To say that the City's public safety services are stretched thin would be an understatement. While the applicant is correct in asserting that impact fees may be levied by the City to help pay for much needed infrastructure, the development community in Great Falls has been opposed to any such discussion in the past of levying impact fees on new development. In addition to response time concerns, the proposed development does not comply with the adopted fire code which requires two points of access for emergency services in a 37 lot subdivision. The applicant has made application with the Montana Department of Transportation (DOT) for a second point of access off Highway 89. The problem, however, is that despite clear minimum specifications for City streets and access roadways, the applicant has proposed an access road comprised of asphalt millings seeded with grass. This design is not appropriate due to concerns with vegetation and root matter degrading the integrity of the surface, as well as maintenance and durability failures.

Due to the clear lack of compliance with minimum specifications, staff finds that a second point of access does not exist and the proposed plat does not comply with the adopted fire code and should be denied.

The single point of access is also at the crux of near and long term transportation connectivity concerns. Although the specific proposal for tonight is for 37 single family dwelling lots as well as a few mixed use parcels, for Phase I (21.10 acres), the 227.63 acre development will contain

hundreds of units with one single roadway (in and out) serving the entire development, going through one single intersection for the foreseeable future. This proposal completely dismisses appropriate and common sense transportation design and connectivity. Again, the applicant has resisted staff suggestions that additional connectivity is important to a successful subdivision.

Storm water is also a paramount concern of the proposed preliminary plat. The applicant has proposed conveying storm water through a series of detention ponds that ultimately will discharge water at a flow rate that is believed to be at a rate that is slightly less than that experienced in the basin prior to development. What the design does not do is maintain or decrease the total volume of water that is discharged downstream into the Gibson Flats area. The construction of streets, sidewalks, concrete patios and roof surfaces will result in a significant increase in water volume that is discharged in a concentrated area. The City is currently defending itself against litigation where the L. Johnson Corporation has alleged that storm water from other developments located in the City of Great Falls has damaged property owned by the corporation in the Gibson Flats area. While the City is not admitting any liability or fault and is actively defending itself against this claim, the outcome of this \$2 million claim has not been determined. In an effort to work cooperatively with the developer, the City has proposed that the applicant construct a lined pond system that will capture and hold storm water until it ultimately evaporates or a piped storm water system that will convey the water to the City's storm system to the north. The applicant has refused to consider a piped and pumped system and asserts that such a system could result in downstream water right problems that the City would have to resolve. While the City recognizes that water rights may become an issue, staff finds that it is the developer's responsibility in support of their development to resolve any potential issues. Ultimately, however, if a responsible solution to the issue cannot be found, denial of the annexation and proposed preliminary plat is the appropriate action to take.

Despite staff's recommendation and findings of fact supporting a denial of the project as it is proposed, on April 24, 2018, the Planning Advisory Board ultimately voted in split decisions to recommend that the City Commission approve of the annexation, PUD zoning as well as the preliminary plat. Regardless of the Planning Advisory Board/Zoning Commission recommendation, City staff respectfully continues to disagree and still recommends denial based on the reasons listed in the agenda report and findings of fact that staff originally presented to the Planning Board. The Planning Board/Zoning Commission Findings of Fact and staff Findings of Fact were attached to the agenda report for public and Commission review and can be used in reaching a decision on this application. Alternative findings of fact can also be drafted if necessary to support Commission decisions on the matter.

Director Raymond commented that he firmly believes that just about every piece of dirt has its day. This one is just not ripe yet for a development of this type. With time, concerns surrounding base encroachment and storm water issues may be resolved. And, with appropriate design and planning, perhaps this particular piece of ground may be developable into a higher and better use than farming or 20 acre residential development. As it stands today, there are too many negative impacts to the community that the developers either can't or refuse to resolve. It's a great development concept proposed in a lousy spot. Truly there are other properties with fewer issues that can be developed without hindering such a large portion of our economy.

The requested action is that the City Commission conduct the public hearing and deny Resolution 10268, Ordinance 3180, and the Preliminary Plat.

**Project Developer Spencer Woith**, 1725 41st Street South, commented that, for over a decade, he has been at the forefront of growing Great Falls and is "pro-Great Falls." He and his brother brought high end housing to downtown Great Falls with the construction of the Johnson Hotel. He



commented that this hearing is more than just about this project. It is a decision that will define the legacy of Great Falls for the next 20 years.

Mr. Woith continued that the military is part of what built this city, but it doesn't have to be what defines or controls Great Falls. He agrees that the military is one of the largest economic drivers of this economy, if not the largest, but believes Great Falls can evolve. The economic facts that were presented in the City's staff report are as Malmstrom Air Force Base (MAFB) stands today. If the project is approved, he commented that the City will still retain all of those economic benefits, but hopefully move forward to a point that the economy of Great Falls is less dependent on the military.

Mr. Woith commented that the City of Great Falls is a business. The Commission is the elected leader of the business. Discussions have started on what to do in the future. The public has heard from the Commission the possibility of closing a golf course, closing the Natatorium, and that the City cannot afford as many police and fire personnel as those departments have requested. He commented this is just the tip of an iceberg of a problem that confronts the business of running a city. He suggested that options include cutting costs and amenities, raising taxes and fees to accommodate these budget shortfalls, and hope people stay and do business here. The City can expand its economic base so that additional revenues can be generated to cover budget shortfalls and give the City the ability to not just maintain, but grow.

Mr. Woith addressed issues City staff set forth that are specific to the development project:

Public Safety and Connectivity. Mr. Woith commented that the City's primary concern is that new development will overstretch existing resources. He suggested that this concern fails to take into account that new development results in new revenue for the City to develop new resources. He opined that, based on the City's analysis, the City would never approve new developments because current resources are not sufficient to meet future demands. Resources grow with demands which also provide the revenue to meet those resources.

Response times have also been an expressed concern. As pointed out by Great Falls development Authority (GFDA) during previous consideration of this project, multiple developments already approved by the City have response times in excess of those anticipated by the Wheat Ridge project. The response time concern is arbitrary at best and, again, is remedial by new revenue to provide for increased resources.

Another concern expressed in the staff report is the suitability of the proposed asphalt milled surface. A geotechnical review has verified that the proposed asphalt milling surface is capable of supporting the 75,000 pounds. Big Sky Subsurface determined, based on current information and presumptive subsurface conditions, the proposed emergency access road can likely be constructed with crushed, base course asphalt of nine inches. Additionally, the Montana Department of Transportation (MDT) conditions for the approach permit that has been obtained requires seeding in the area of the highway so that it is not used by anything other than an emergency approach. Mr. Woith also addressed the concerns about the maintenance of the asphalt milled road surface proposed for the secondary access road, stating that maintenance will be the responsibility of the development's homeowners association. Maintenance can also be written in the subdivision or annexation improvement agreement for Commission approval.

Storm Water Management. Mr. Woith commented that the City is holding Wheat Ridge responsible for a potential lawsuit, the liability and the lawsuit to which Wheat Ridge is not a party. He reported that he developed a solution to storm water that should address the City's concerns. He proposed a series of retention ponds in which all of the additional storm water flows from the development will be retained and used for irrigation within the development. This plan would

keep storm water velocity and storm water volumes below pre-developed levels, while allowing the same flow through ground and surface water as pre-developed conditions so as not to interfere with existing water rights. Montana Department of Environmental Quality (DEQ), Water Quality Division staff agreed that his proposal is not only workable but has been proven to work in other areas of the state. As of August 10th, storm water regulation is under the jurisdiction of DEQ, and is more stringent than the current City code.

Impacts to Malmstrom Air Force Base (MAFB). The staff report cites the Joint Land Use Study (JLUS) as a land use planning document that has not resulted in revisions to the City's Land Development Code or zoning maps. He quoted a portion of the May 1, 2012, Journal of Commission Proceedings, pertaining to the resolution to accept the JLUS:

“Acceptance of the Final Report does not equate to regulation and does not impact private property rights of any landowners. It is expected that, if Resolution 9965 is adopted, next steps would be for Cascade County to establish a Coordinating Committee, including a representative from the City of Great Falls, to formalize cooperation between MAFB and local governments. At that time, discussions may be held to consider the range of possible implementation strategies. Should those strategies include any land use regulations, the respective jurisdictions would hold public hearings to consider those specific proposals.” The JLUS notes that the final document is not an adopted plan.

To date, no public hearings have been held to adopt specific land use regulations resulting from the JLUS. Mr. Woith commented that the staff report utilizes the JLUS as if it set out specific regulations with which Wheat Ridge must comply in order to accommodate unknown future missions at MAFB. Given that any future missions are an unknown factor, it is impossible for Wheat Ridge to accommodate unidentified potential future uses.

Absent specific land use regulations resulting from the JLUS which are not in place, there is no basis which to use JLUS as a rationale for denying annexation, PUD zoning or the preliminary plat.

Additionally, in 2008, the people of Great Falls spoke with their vote and rejected a bond issue that would have protected development rights by purchasing the property that is now proposed for Wheat Ridge. In 10 years there has been no indication that the citizens of Great Falls have changed that position. Despite this, the staff report now suggests that we must forego development with no compensation for the denial of private property rights.

Mr. Woith further disagreed with the statement in the staff report that the sought annexation is a way around county zoning. He reported that, at the Planning Advisory Board meeting, his counsel explained that he had never attempted approval of the county for this project, nor was there any plan to put this development in the county. He cited ARM 17.36.328(1) and commented that Wheat Ridge is within 500 feet of components of the public system and must connect to the system. He continued that, under Montana wastewater regulations, he has no choice but to request annexation.

Mr. Woith concluded that it is time to move past the potential hope that Great Falls will get another flying mission. Legal and technical issues aside, he urged the Commission to take this chance to move Great Falls forward.

Mayor Kelly asked if the Commissioners had any questions of staff or the applicant/developer.

Commissioner Bronson inquired of staff if he was interpreting state statute and City ordinance correctly: (1) When an application is made for annexation the basic criteria used by the Commission is to decide on the merits; in other words, that it is in the best interest of the City of

Great Falls; (2) City ordinance sets forth criteria for the Planning Board for recommendation purposes and the City for decision making purposes to guide the Commission in making a determination of whether an annexation is in the best interest of the City; and (3) The applicant must satisfy all of the conditions as set forth in the ordinance.

Staff responded affirmatively.

Commissioner Bronson commented that the developer has pointed out that he finds an inconsistency in the City's position with respect to the question of fire response time. He asked staff to explain why they feel they can't meet response times, and whether staff was being inconsistent compared to other projects.

Director Raymond responded that there are other subdivisions with a greater than four minute response time. He explained that in recent years there has been a turnover in staff that has a different view on the City's obligation to the public and level of service to the community. Staff has been consistent about its concern regarding response times. Unique to this project is that staff doesn't accept the design of the secondary roadway for emergency services. There is only one way in and one way out that poses a problem for ingress and egress in an emergency situation.

Commissioner Bronson inquired if staff was ready to respond tonight to what Mr. Woith outlined in general terms was an alternative way of managing the storm water issue.

Public Works Director Jim Rearden responded that Mr. Woith spoke with him a couple of days ago about this approach. Staff has not had time to vet his proposal. Volume is a large component, but also potential ground water impacts. Staff has not seen enough information yet to know if it could work, and would limit the City's liability with regard to the lawsuit.

Commissioner Bronson requested the applicant's response to what he and staff have set forth are the legal standards that the Commission has to follow in deciding whether or not the applicant has met all of the criteria to grant an annexation request.

**Abigail St. Lawrence**, Helena, counsel for Mr. Woith, responded that she agrees the statute is what it is, but where she and her client disagree with the City is whether they have met the criteria.

Commissioner Houck asked staff what the new income for the City would be from this proposed new entity.

Finance Director Melissa Kinzler referred to examples provided in the agenda packet for \$200,000 and \$300,000 houses using FY 18 values. For 37 parcels with a market value of \$300,000, the City would receive \$24,786 per year.

City Manager Greg Doyon added that is the property tax that would be generated for the City's general fund to support police and fire services. He noted the recent budget cycle wherein issues pertaining to staffing, equipment and maintaining the existing facilities was discussed.

Commissioner Houck inquired what lowered the city-wide fire insurance rates, and was it connected to response times.

Fire Chief Steve Hester responded that the criteria and schedule had changed by the Insurance service Organization (ISO) that resulted in lowering the ISO rating from four to two, which saved the community insurance costs.

The City has a great water distribution system, but not such a great number of firefighters. The actual response time is not measured as much as the distance.

Commissioner Houck inquired if a determination was made that a criteria wasn't met, could the developer refine it and come back.

Director Raymond responded that the Commission could direct staff to work with the applicant by the Commission denying all three motions, the applicant could then reapply and work through the issues that the Commission found objectionable, or table this item to a date certain with the direction to work together to find solutions to those objections.

Commissioner Moe referred to Director Raymond's report regarding criteria that had and had not been met.

Director Raymond clarified that staff has four concerns with the applicant's proposal. Two concerns the developer could choose to change and effect those issues. Two other concerns that the developer would not necessarily have the ability to directly effect for the foreseeable future are MAFB and the disposition of adjacent properties.

Commissioner Moe asked Counsel St. Lawrence to specify how she and her client believe all of the requirements have been met.

Counsel St. Lawrence responded that, in two memoranda, the concerns of City staff were answered point by point. It is correct the developer cannot change the location of the project, but she can tell the Commission what it is the developer has to comply with. It was specifically stated that the JLUS was not an adopted land use regulation unless and until the public hearings have been held to put in place ordinances to use it as such. That has not happened. With regard to the storm water issue, after speaking with DEQ's storm water management staff, a new proposal has been discussed with City staff.

In response to Commissioner Moe, Mr. Woith reiterated Big Sky Subsurface's findings that the emergency access road could be adequately maintained. And, from a traffic safety standpoint, Montana Department of Transportation (MDT) felt that 57th and 10th Avenue should be the main ingress and egress out of the development because it has a signalized light. MDT wants the second approach to be gated.

Commissioner Robinson commented that his concern is that, if the one point of access were blocked for some reason during an emergency, would people be able to get out of the second access point as an egress.

Mr. Woith responded that standard City right-of-way is 60 feet wide. What he submitted and is proposing is 100 foot right-of-way. The main ingress/egress is a divided roadway. With regard to connectivity, Walmart dedicated 13th Avenue South, for an additional east/west connector, but that currently connects to a private roadway.

Commissioner Robinson inquired if people were trapped in the subdivision during an emergency, would they be able to get out via the second access road.

Mr. Woith responded it would be under the leadership of the fire and police departments. MDT indicated it doesn't want people driving on that road unless it is an emergency.

Commissioner Bronson commented that he agrees with Counsel St. Lawrence that the JLUS, per se, is not a regulatory document. He inquired if Counsel St. Lawrence would agree with him that that threshold decision whether or not to annex is not purely a regulatory issue, and involves a lot of policy questions for the City.

Counsel St. Lawrence responded that the statute does provide that it is within the discretion of the Commission. Her concern is that there are documents that are being used in this matter in a manner in which they were never intended to be used.

Commissioner Bronson inquired of Counsel St. Lawrence why she states the JLUS was never intended to be used this way.

Counsel St. Lawrence responded that Mr. Woith addressed the citations to the Commission Journal of Proceedings earlier this evening. She added staff is putting use of the JLUS before the process that was supposed to happen to implement it.

Commissioner Bronson commented that, at the time, the Commission did understand that the JLUS was not a regulatory document, but it was going to be part of the growth policies that the City would look to as it made particular decisions down the road. The JLUS talks about compatible and incompatible uses. Staff has set forth that JLUS policy. The Commission can choose to override it in making a decision.

Counsel St. Lawrence responded the Commission could choose to override it. She again pointed out to Commissioner Bronson what is in the Commission records guides how the JLUS is to be used. In this case it is being used in an inappropriate manner.

Commissioner Bronson inquired if she was suggesting that, based on Commission decision tonight, there could be legal action against the City.

Counsel St. Lawrence commented that no decision has been made at this time.

Mayor Kelly referred to page 61 of the agenda packet and read a paragraph pertaining to staff being clear they are not using the JLUS as a regulatory document.

Mayor Kelly commented that, with regard to storm water runoff, there was a capture and hold concept, and also to divert water to the north. It is his understanding that didn't work for the applicant because the applicant was concerned about downstream water rights and opening himself up for legal action by those downstream for capturing their water. The new proposal, to capture the water and use it for irrigation in the development itself, also seems to him to be depriving downstream people of the water.

Mr. Woith commented that he called Director Rearden about his new proposal on Friday. What is now being proposed is capture of a portion of the water. They would still be releasing downstream water that currently leaves the site as it sits as a wheat field today. He proposes that the additional volume from run off from roofs, asphalt and concrete be captured and reused. He talked with DEQ about his proposal prior to calling Mr. Rearden, and just met with Mr. Rearden in Public Works this afternoon.

Mayor Kelly noted that it is significant that on Friday and today the applicant discussed a new proposal with DEQ and Public Works. Being it is one of the four concerns staff addressed and is being presented at the eleventh hour is a concern of the Commission.

Mayor Kelly called a recess at 8:58 p.m. He called the meeting back to order at 9:06 p.m.

Speaking in favor of Resolution 10268, Ordinance 3180 and the Preliminary Plat were:

**Lee Haven**, 6550 Heavens View Lane, Chief Business Development Officer for Loenbro, commented that Loenbro is an energy services construction company that recruits throughout the state. Their typical employee is around 30 years of age, growing families, and looking for homes. He encouraged the Commission to seriously consider and approve this project.

**John Harding**, 3601 Huckleberry Drive, commented that he was on the Planning Board with Commissioner Bronson about a dozen years ago when Walmart was proposed for the first time. The subdivision that is now being proposed was not specifically proposed at that time, but it was part of the dream. Here we are, 12 years later, and nothing has changed. MAFB is no different, the runway does not have a flying mission, and no housing or development on that end of town. He hoped this Commission would have consideration for this development to move our community forward.

**Dana Huestis**, Kyso Corporation, commented that one year and five months ago he submitted an application for annexation and zoning for Wheat Ridge Estates. Neighborhood Council 5 is on record supporting the application. It has been approved by the Great Falls Planning Board in a 6-3 decision with supporting findings of fact after a six hour hearing. Mr. Huestis commented he was submitting new information - MAFB just published an Environmental Assessment for MAFB for a new mission titled: Weapons Storage Maintenance Facility. MAFB will construct a new nuclear weapons processing, assembly, maintenance, and storage facility at the southwest edge of MAFB property. He submitted a copy of the "Draft Environmental Assessment (EA) for Malmstrom Air Force Base Weapons Storage Maintenance Facility dated August 8, 2018. He continued with his prepared statement that MAFB supports 155 Minuteman III missiles. Minuteman missiles each have a nuclear warhead. The nuclear weapons facility processes, assembles, maintains and stores all weapons. The weapons processing center is a critical piece of the evolving ground based strategic deterrent (GBSD). Initial contracts for GBSD have been awarded. This updated 83 acre weapons facility creates a nuclear footprint on the area that has been closed by base realignment and closure for 23 years. Base realignment and closure (BRAC) was a specific order of the US Congress more than two decades ago. BRAC closed the MAFB airfield. MAFB has been classified a heliport by Federal Aviation Administration (FAA) directive dated May 26, 2016. The FAA specifically requires helicopters to approach and depart in the direction 026 degrees, which is northeast, not southwest over Wheat Ridge Estates. Fixed wing aircraft operating on a nuclear footprint is unthinkable. On May 18, 2007, an aircraft crashed within this very site for the new nuclear weapons area that is also noted in the Draft EA. Air Force nuclear safety decisions are mandatory. The nuclear footprint is sacred.

Mr. Huestis continued that the City Community Development staff report does not recognize that BRAC eliminated the flying mission and does not recognize that the FAA has designated MAFB a heliport, and does not recognize that the FAA prohibits flights over what will be Wheat Ridge Estates.

When MAFB was an installation it adopted a policy known as Air Installation Compatible Use Zone (AICUZ). MAFB is not now an air installation, it is a heliport.

**Lindsey Godwin**, 3220 6th Avenue South, continued with the reading of Mr. Huestis' prepared statement: The purpose of the JLUS was to create accident potential zones and other

encroachment criteria for a new unnamed, unknown, nebulous flying mission at MAFB. Enacted in 1995, BRAC was in place. BRAC was and is now the law of the land.

The Great Falls City Commission, as recorded in the minutes of May 1, 2012, accepted the JLUS final document. The minutes state "Acceptance of the final report does not equate to regulation and does not impact private property rights of any landowners."

There are not now, nor have there ever been, nor will there ever be, accident potential zones on my property. My property is free and clear of any such recordings as would be required if there were.

The JLUS is irrelevant. There is a nuclear footprint at MAFB. There will be no aircraft operations. MAFB has a new mission. The mission is described as evidenced in the *Great Falls Tribune*. The new mission is titled "Ground Based Strategic Deterrent." Ground based, not air based.

This is the time for the City Commission to come forward and support MAFB and its much needed new ground based strategic deterrent (GBSD) mission. Stop advocating a new flying mission at MAFB and approve the GBSD. Advocate instead for community development. Approve the annexation and zoning for Wheat Ridge Estates. Support and respect Neighborhood Council 5 and support and respect the Planning Advisory Board. Accept their actions in support.

**Terry Thompson**, CEO of the Great Falls Association of Realtors (GFAR), 401 13th Avenue South, commented that, on behalf of GFAR, she is speaking in favor of the Wheat Ridge Estates subdivision. GFAR's mission statement includes advocating on behalf of the public to protect private property rights. Several realtors in the room raised their hands in support of the project. Two core values Montanans share make our state great - a deep respect for private property rights as well as a dedication to public land. Defending both of these values is essential to our way of life. Property rights are essential to the liberty in this country and our economy. It is the policy of the United States to encourage, support, and promote private property ownership, and to ensure that constitutional and legal rights of private property owners are protected by the federal government. The Private Property Protection Act is designed to ensure property owner rights as established under the Fifth Amendment to the United States Constitution through the establishment of reasonable standards for takings and a method of relief for landowners whose rights have been taken by excess regulation. The landowner has a clear title and should be allowed to develop this land.

Ms. Thompson referred to page 181 of the agenda packet, an attachment titled "Beyond the Fence, a Realtors Guide to Military Base Closure, Realignment and Encroachment." She commented that the document was created 12 years ago as an information guide by the National Association of Realtors, and is not a GFAR policy. She also referred to the first paragraph on page 184 of the packet and commented that is not applicable to MAFB. The Guide encourages realtors to participate in the JLUS process. She commented that in 2011 GFAR did participate in the JLUS coordinated by Cascade County and the City of Great Falls. On November 23, 2011, GFAR provided nine pages of comment. Therein, GFAR opposed, in part: future use of zoning in order to avoid the need to properly purchase easements from property owners; a dark skies ordinance because there was no information from the military stating that was an issue; all strategies that suggest voluntary compatible development standards; Cascade County adopting local building codes; the creation of regional infrastructure plans; and, opposed restricting all development within a nine mile radius of the base to less than 50 feet.

Ms. Thompson continued that the last plane department MAFB over 20 years ago. The land involved in the proposed subdivision is no stranger to controversy or debate in this community. She asked the Commission to take into consideration that we live in a free market enterprise system that allows landowners the right to develop their land as they see fit as long as it doesn't violate the law. She commented that this landowner has been held hostage from developing his property since November, 2005, when he submitted a letter of intent to the City to build homes. On January 23, 2006, the landowner received a letter from the City Planning Department that stated MAFB officials have indicated the APZ's are no longer in effect because the runway is closed. She concluded that the subdivision would enhance MAFB providing housing to military members within a close proximity, it would grow the tax base, and it would provide jobs and homes for the citizens of Great Falls and MAFB. Great Falls has a flying mission - it is the Montana Air National Guard.

**Eric Ray**, 3401 15th Avenue South, NC 5 Chairman, commented that the east end footprint came to the attention of the retail community with the additions of Russell, Mountain View, Christian, Whispering Ridge and Berkner Heights. The City took that into consideration with the approval of the Walmart development. With the growth pattern of retail and commercial, it is logical to assume there will be additional residential. If this residential is approved, it works as a multiplier to bring in additional retail and commercial. There would be a potential for new commercial property tax dollars in addition to the property tax on residential housing. He discussed the 2013 Commission tasking Neighborhood Councils 4 and 5 with having discussions with the public about the likelihood of supporting an unknown anchor tenant. In March of 2015 the Commission approved the Walmart project. At that time it became apparent to him and others that the green light had been turned on for further growth on the east end. He commented that encroachment issues existed then, and expressed that he was upset at the possibility that this Commission would deny further growth on the east end because of encroachment on MAFB. He concluded that east end growth is important for the City's financial welfare.

**Steve Snezek**, Executive Director of the Montana Building Industry Association (Association), Helena, MT, commented that the Association represents 1500 builders and subcontractors across the State of Montana. He was not testifying on behalf of this or any specific project, but wanted to present a study that answers some of the questions as to the economic impact of new housing. He referred to two studies by the National Association of Home Builders: The Economic Impact of Home Building in a Typical Local Area – Comparing Costs to Revenue for Local Governments and Income, Jobs and Taxes Generated. He commented that the markets the Association operates in believes in choice, and that those choices are crucial to our culture, economy and system. Further, that it is the City Commission's job to reasonably provide and facilitate these choices in the markets that they work in. More choices means a healthier market, more affordable housing and a more robust and desirable community.

Mr. Snezek discussed two conclusions from the executive summaries of the studies. The economic impact of building 100 single family homes in a typical local area included \$28.7 million dollars in local income, \$3.6 million in taxes and other revenue for local governments, and 394 local jobs. He went on to discuss the annual recurring local impacts, on average, based on national numbers not specific to Great Falls. With regard to the costs compared to revenue for local government, he commented that in the first year 100 single family homes built in a typical local area result in an estimated \$4 million in tax and other revenue for local governments, \$332,000 in expenditures, and \$2.4 million in capital investment for new structures and equipment undertaken by local governments.



**Dan Rooney**, 1726 4th Avenue North, General Manager of ADF International, commented that for the past five years he has been involved in recruitment on a national basis. One of the most difficult challenges that their applicants find is housing in Great Falls. Prior to his work at ADF, he heard the same thing about housing challenges in Great Falls for 15 years. He commented that it is not something the City has been able to find a solution for, and it is not something that has gone away. Yet, there is a development in front of the Commission today that, along with other developments that are being proposed, help solve that solution. He is in favor of this and other developments that allow Great Falls to grow, and allows good companies in Great Falls to grow in the community.

**Loren Smith**, 1500 51st Street South, Great Falls KOA and Prairie Kraft Specialties, commented that Mr. Huestis is passionate because he has a dream. He also had a dream building a KOA. He was told by the Planning Board 43 years ago that his KOA project was at the wrong place, and was the wrong time. The County Commission approved his project. This Commission has the same choice tonight. He commented that the KOA pays \$50,000 per year in property taxes, and vacant land supplies nothing. With regard to the access road, Mr. Smith commented that United Materials has been laying down crushed asphalt for years and support trucks weighing 80,000 pounds. With regard to the water issue, Mr. Smith commented that his bill for supplemental water from the City will be nearly \$20,000/yr and that he would take the project's excess water for irrigation. He also commented that he flies all over the United States to visit KOA campgrounds. Every state has a MAFB, often with a closed runway or is completely closed. He encouraged the Commission to approve the project, and the dream of his neighbor.

**Trace Timmer**, 1113 41st Avenue NE, commented that he is a builder in the community, and that this town has been hindered by the locations of land that are developable. To the north is the only location currently to build on, other than mismatched lots here and there. To be able to build and develop the east end would diversify Great Falls. Approval of this development will allow Great Falls to grow as a community, and will bring in new revenue to develop new facilities, such as a new fire station.

**John Beer**, 3825 5th Avenue South, commented that he has been a resident for 58 years. All of that time was spent as a consulting engineer. He came here to design the earthwork for the 165 minuteman sites, and has designed over 30 airports in Montana. He commented that MAFB has the poorest soil for an airport with over 60 feet of plastic clay. The last refueling aircraft had to be taken off of the runway because the runway had to be rebuilt. The present runway is impossible to use. It has sat without an aircraft on it or using it for 23 years.

**Katie Hamming**, 327 2nd Street South, Homebuilders Association, commented that one of the great things about her job is that she gets to see small business at work. She commented that there are no available lots to build in Great Falls. Although there has been talk of 700 lots in Great Falls, people do not want to live there. Choice matters. The highest use for land is to build a home for a family. She also noted that military members get recalled and would love to live that close to the base to get back to work on time.

**Greg Maltby**, 1706 Meadowlark Drive, commented that he had four previous clients that chose not to come to Great Falls because they could not find a lot. Great Falls needs lots, and this is a nice development.

**Timothy Peterson**, 3405 Fern Drive, commented that he is a small business part-owner of L'Heureux Page Werner and Enbar Craft Cocktail Lounge. Mr. Peterson commented that of all the engineers he has worked with for 29 years, Spencer Woith is the most "think outside the box" engineer he has ever worked with. He will solve the issues that have been discussed. Great Falls has a lot of areas of really bad soil. This area is perfect for standard foundations for homes.

**Ryan Villines**, 3024 5th Avenue South, pointed out that today's meeting is for annexation of a small parcel, a step forward. Phase II could be many years down the road. The City has control over Phase I and it is a benefit to the City to annex in that land for Phase I. The proper venue to discuss later phases is when it is being proposed. The eastern corridor is prime for development.

**Bruce Moore**, 1200 32nd Street South, #65, commented that he wants his nine year old daughter to be a part of this community, and these types of developments to be things that she recognizes as part of her home, and something that she is proud of. He concluded this is a ground breaking decision that has been fought for years. It's an important one that can help a big growth process without stifling what was.

**Josh Eli**, Stockett, MT, commented that after college he went to work in Bozeman designing subdivisions. The only issue he sees with this project is the emergency access road. In looking at the full build out, the secondary road going west would connect to Mr. Loren Smith's property. The access road is a temporary issue. He urged the Commission to let the town grow. This is a beautifully designed subdivision that would be beneficial to Great Falls going forward.

**Dustin Young**, 1013 Skyline Court, Dustin Young & Co Real Estate, commented that he went to Great Falls High School and wanted his kids to attend that school. The lack of lots on the east end is a real issue. What everyone says about Great Falls gets old. He suggested the Commission start saying "yes."

**John Hubbard**, 615 7th Avenue South, commented that man has a right to expand or sell his property.

**Sherrie Arey**, 2700 3rd Avenue North, commented that the real work begins after the Commission's vote. She challenged the Commission to take all of the comments in support of and opposition to this project into consideration for development and economic development of this community. It's not just one vote tonight, yes or no. It's a bigger discussion that needs to take place, and it can either be this City Commission, or it can be the next one that is voted in.

Speaking in opposition to Resolution 10268, Ordinance 3180 and the Preliminary Plat were:

**Dave Bertelsen**, 325 Fox Drive, commented he is a local businessman. As a business, why would the City do anything to jeopardize such a huge asset on the east side of MAFB. He is in favor of the development, but not at the proposed location in the middle of the APZ1. Mr. Bertelsen commented that the City couldn't send a clearer signal to the DOD in what MAFB means or doesn't mean to Great Falls is if the Commission approves this development. He commented that the \$24,000 in tax revenue is not worth losing \$400-\$500 million dollars a year. He supports the military and is pro-development.

**David Weissman**, Montana Defense Alliance (MTDA) Chairman, 100 1st Avenue North, commented that MTDA's key strategy is to advocate for MAFB and MANG to retain, attract and enhance missions that exist. To do so, MTDA works with the Pentagon, major commands, congressional delegation, and the governor. Together they work together to stay prepared in the

event of another BRAC. MTDA is a pro-growth and pro-development organization. It's the proximity that is concerning to MTDA. He explained that, in a memo from MAFB published the 26<sup>th</sup> in *The Electric*, it stated that a residential or commercial development on undeveloped land southwest of the base could impact current mission operations. It's the "current" part that is concerning. It also stated that areas affected include helicopter movement area and a drop zone with current usage of 1,232 flights and 1,696 sorties per year, 42 functional flight checks for helicopter operations, 500 training bundles and 500 heavy drops that are done by MANG's C-130's. Flight hours have increased 25% over the last year from 3,200 to 4,000 hours that occur about 500 feet above the proposed development.

Mr. Weissman continued that the development could impact currently used arrival and departure flight tracts. Another concern is light noise pollution due to the use of night vision goggles and formation during night operations. What the Commission is considering tonight will jeopardize current operations at MAFB and MANG. MAFB and MANG provide thousands of jobs in Great Falls and Cascade County and approximately \$367 million in taxes.

He reported that MTDA works closely with our delegation giving them information that helps them pursue additional missions. The headline in the *Great Falls Tribune* on May 18th was about Senator Daines acting on information MTDA had shared with him, asking the Air Force to consider MAFB for future missions. Senator Daines quoted the Chief of Staff of the Air Force General David Goldfein about the strategic advantages and budgetary efficiencies that are enjoyed when an ICBM base works alongside a bomber base. That is happening at Minot, North Dakota. In the same article, Mayor Kelly is quoted as saying, "We welcome any opportunity to host a flying mission." On January 18th Senator Tester then asked the Air Force about changing MAFB's runway status to active. He quoted the answer, "The 341st Missile Wing and the community of Great Falls have been responsible stewards with respect to development in and around the air field, and adjacent areas off installation." Mr. Weissman inquired why the Commission would reverse all of this work. Encroaching with an incompatible land use would do just that.

Encroachment does affect MAFB regardless of a runway. Basing decisions are not made at MAFB. Some will say it is cost prohibitive to reopen the runway. When the Air Force makes a strategic basing decision, it will find the resources it needs. He added that an example is all that is going on at MANG for the C-130's.

Yesterday, Secretary of the Air Force Heather Wilson announced at the Air Force Association Air and Space Conference in Washington, DC, that the Air Force needs to increase its capacity by 25% to meet the emerging threats. That includes five more bomber squadrons, seven more space squadrons, seven more fighter squadrons, and 14 more tanker squadrons.

Mr. Weissman commented that Cascade County's Board of Adjustment application process must meet their satisfaction before a permit can be granted, states: "A development must help retain the presence of the US Military."

The National Association of Realtors knows encroachment is a bad idea and has an encroachment guide that was referenced earlier, *Beyond the Fence*. A quote therefrom sets forth that people do want to invest in new homes, but they don't want to find out that a major employer is leaving town. Mr. Weissman suggested that, if this development is to move ahead, it cannot be undone. The Commission is in a position tonight to preserve the ability to grow MAFB or potentially endanger its entire future. He urged the Commission to do the right thing - preserve our

heritage by staying strong under pressure and sending the right message to the DOD that Great Falls stands behind its airman, missions, MAFB and MANG.

**Len Watkins**, 204 Skyline Drive NE, commented that he has been a family business member in this community since 1965. He agreed with others that this town does need to grow.

To compete with Bozeman, Missoula and Billings, Great Falls needs to be known as the best business friendly community in the state. When a development project such as this comes along, it is easy to get excited about it. Although houses don't bring a lot of tax money into the City, Great Falls needs the jobs and the housing. The problem is the location. There are other wide open spaces. He suggested that people need to get together to find another location for this project and not jeopardize MAFB's current missions or stop any potential future missions. Great Falls is dependent on the military in Great Falls. Everyone would like to see the economy diversified even more. This community needs to send a message to the Pentagon and the Defense Department that Great Falls is open for business. Great Falls will continue to do what it takes to protect MAFB, is open for expanding missions, and open for new ones. We support the military in our hometown and love the sound of freedom. He urged the Commission to show Great Falls' largest employer that we are behind them 100% by voting no to this housing development in its current location.

**Joe Briggs**, Cascade County Commissioner, commented that he submitted the letter authored by the County Commission and the testimony regarding the JLUS to the City. Throughout this process there has been a factual error propagated that somehow the JLUS created the APZ's. He commented that the APZ's were created in 1973 by action of the DOD for all runways of military status. The APZ's are, in essence, a safety corridor. The safety corridor is needed because there are still flight operations at MAFB, and C-130's drops. If the assault strip is created, it would be adjacent to the existing runway and the APZ's would be used as the flight approach in and out. The helicopters still need a flight corridor. The question becomes, since a flight corridor needs to be maintained anyway, why wouldn't the one that allows viability of the runway, be maintained. The runway itself is under much speculation. Yet, from time to time the DOD sends a team to MAFB to do a structural analysis of the runway in case it wants to reopen it. It is not a dead issue as far as the DOD is concerned.

Commissioner Briggs further noted that it has been alluded to that somehow Great Falls is safe now because MAFB has been listed for GBSD. The reality is GBSD is an unfunded, un-designed missile system. A point of concern that has been raised by Strategic Command (Stratcom) is the transit of nuclear assets up and down 10th Avenue South. During GBSD there will be a full replacement cycle of the warheads. The preferred method of transport is air craft. He suggested that it made more sense for the community if the nuclear assets were landing right at the secured area of MAFB rather than at Great Falls Airport and be transported back and forth on 10th Avenue South.

Commissioner Briggs commented that he knows the value of flexibility as a businessman and as a government leader, and that he wouldn't cut off options for the future. In his mind, as this subdivision sits in the APZ off of the south end of the runway, it curtails the potential for a new flying mission. MAFB is a nuclear certified base and is in the running for the new B21 bombers.

Commissioner Briggs concluded that this is not a fight the City Commission has to take on. The proposed project is currently located in county jurisdiction. It is absolutely discretionary whether the City Commission chooses to annex or not. If the City Commission chooses to annex, then encroachment of the runway becomes the City Commission's issue.

**Shane Etzweiler**, President/CEO of the Great Falls Area Chamber of Commerce (Chamber), 100 1st Avenue North, commented that the Chamber advocates for and supports businesses in the Great Falls area to enable growth and prosperity. While the Chamber fully recognizes a need for additional housing, a greater concern is for affordable housing to meet the needs of the current work environment and their cost of living. The Chamber is focused on the economic development of Great Falls, as well as what could potentially sever one of the economic drivers of the Great Falls economy. MAFB is an economic driver with an impact of \$300 million dollars annually. Because the proposed housing development, in its current stage, would encroach the APZ at MAFB, it would impact current missions, potential future missions, and would put MAFB higher up on the list of the looming concern of BRAC. A BRAC would then have a severe economic and financial impact on the Great Falls' economy, and thereby be a detriment to the growth and prosperity of Great Falls. The Chamber strongly recommends the City Commission vote against the proposed development. The Chamber does encourage the Commission to continue discussions, bring the parties together to discuss with the developer several options, and then present them in the future to the City Commission. The Chamber would like to partner with the developer in vetting out several proposed options. Options that would not impact MAFB and potentially the economic future of Great Falls. Mr. Etzweiler concluded that, based on the potential negative economic impact this proposed development might have on the future of Great Falls the Chamber would recommend a no vote at this time on this proposed development.

**Steve Grooms**, President/CEO of First Liberty Federal Credit Union, 137 Riverview Drive E, commented that he brought his family here 20 years ago. He stands in support of a development in Great Falls. It is an important part of keeping the City vibrant. But, he is standing in opposition to the Wheat Ridge Development that is being proposed ensuring that Great Falls puts the Air Force on notice that we no longer want them here. He quoted General Rand, Commander of the Air Force Global Strike Command, stating three years ago that communities that have failed to protect from encroachment in their communities have lost their base. Once encroachment has taken place, it guarantees no future mission going forward and it significantly puts the base at risk when the BRAC committee looks at bases to close at the next go around. It is imperative to prevent encroachment to protect the base.

Mr. Grooms commented that he believes strongly that Great Falls needs to continue to develop affordable housing needs for community members. He concluded that it goes against common sense to approve an annexation request when the County has identified it as a protected area, encroaching in the APZ as identified and protected in the JLUS. It goes against common sense to jeopardize the current mission and put at risk 40% of our economy that is generated by the 4,500+ jobs that support our community. He suggested looking at the trade-offs of this decision and ensure we can live with the consequences either way it goes. As a local businessman he cannot comprehend what the City would look like without the great men and women at MAFB and their strong support of our community. Approving the annexation request is too big a risk that benefits a few in the short run, but may change Great Falls forever in the long run.

Mayor Kelly noted that the Commission did receive a letter from the Congressional Delegation Steve Daines and Greg Gianforte and read a portion of the letter expressing their concerns and opposition.

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

Mayor Kelly again asked if the Commissioners had any questions of staff or the applicant.

Commissioner Houck requested clarification about a comment made that the applicant was mandated to request City annexation.

Director Raymond responded that an applicant is mandated to connect to City utilities when a subdivision is within a certain proximity to City utilities. It doesn't mean that the City is mandated to annex a piece of property or that the City actually provide those utilities.

Manager Doyon added that the owner has the ability to develop the property under current zoning code in the county. In order to accommodate all the requirements for septic systems and issues that go along with a subdivision, the owner would need to request to come into the City in order to have those utilities and maximize that property,

Commissioner Bronson asked staff to clarify whether there are other developable lots within the City.

Director Raymond responded that there are acres annexed into the City that could basically amount to hundreds of potential lots, and there are very few developable areas around the City that have the base issues.

Mayor Kelly asked Mr. Woith if he wanted to respond to a comment made pertaining to this being a small annexation request, and to ignore the rest of the project.

Mr. Woith commented that he didn't make application for the entire development, but he wanted to show everyone what his entire vision was for the property. The application before the Commission is for the first 37 lots. The red lines shown on the aerial map comprise Phase 1, and do encroach upon what has been identified as APZ1.

Director Raymond added that approximately 89% of the larger parcels is in the APZ. There is slightly less than 30% (or seven acres) in the APZ for the proposed 21.10 acre annexation and subdivision request.

Commissioner Bronson reiterated that a portion of what is being requested to annex tonight is implicated by the APZ.

Mayor Kelly asked if the applicant wished to respond to any comments made during the proceeding or submit any additional information.

**Abigail St. Lawrence** commented that she wanted to touch on the three lesser concerns: storm water, public safety and connectivity. And then address MAFB.

With regard to storm water, Counsel St. Lawrence commented that what was presented in this case is an excellent defense. Mr. Woith proposed, at a late hour, to reduce both the volume and the flow rate of storm water release to less than pre-development release rates.

With regard to public safety, Counsel St. Lawrence commented that to say there isn't a secondary access is incorrect. Wheat Ridge proposes an access that will be reserved solely for emergency access with a road base demonstrated to be sufficient to support a fully loaded fire engine. Also, Mr. Woith proposed an egress that is 40 feet wider than existing right-of-ways within the City.

Mr. Woith addressed connectivity and transportation in his last comments. This is a phased development. Infrastructure is developed over time taking advantage of the revenue that is coming in from the development.

Counsel St. Lawrence pointed out that this development is not within MAFB development easement. The citizens rejected the attempt to purchase those rights. There is no documented impact to current missions. The 10.21 acre airfield easement is not disturbed. The environmental analysis on the proposed assault landing zone had a finding of no significant impact with no off base impacts. The environmental analysis on the proposed weapons storage facility was the same. This included taking impacts into consideration on private property. She emphasized that the environmental assessments prepared by the Air Force and DOD found no impacts off base. She again read a sentence from page 2012.63 Journal of Commission Proceedings: "Acceptance of the final report does not equate to regulation and does not impact private property rights of any land owner." How to consider the impacts to Malmstrom is a policy decision for this Commission. She further read comments Mr. Dan Rice set forth in his submitted letter.

Counsel St. Lawrence urged the City Commission to listen to the Planning Advisory Board, Neighborhood Council, and citizens. Move this community forward so that her classmates, and future graduates, can come home, can stay home in a growing and revitalized community with a diversified economy.

Mayor Kelly explained the next process includes three particular pieces of action. The first is to annex the 21.1 acres. If that fails there is no reason to go forward. If it is adopted, the Commission would consider the ordinance to establish PUD zoning and accept the accompanying findings of fact submitted by the Planning Advisory Board. The third action is to consider approval of the preliminary plat of the 40 lot major subdivision and the accompany findings of fact.

**Commissioner Moe moved, seconded by Commissioner Robinson, that the City Commission adopt Resolution 10268 to annex the 21.10 acre tract identified as Parcel 1 on Certificate of Survey #5162 and the accompanying Findings of Fact, pending the storm water solution that was described to the Commission as a reduction to both flow and rate worked out, and the emergency egress road worked out between the City and the applicant.**

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

Commissioner Moe commented that she thinks options for Great Falls' future lie in this development. She doesn't think this is a community that can be in waiting and letting other options for the future be cut off all while the City has a good relationship with MAFB now, and believes that relationship will continue. She explained that her added conditions to the motion was to make sure that the emergency egress and storm water issues were fleshed out before consideration of final approval.

Commissioner Robinson commented his concern is public safety. If the Commission approves more developments and ignores the public safety factor, a significant piece is missing. But, he didn't want to hold up development. He, too, thinks it is time to move ahead.

Commissioner Bronson expressed opposition to the motion for two reasons: One, due to late developing information from a developer regarding aspects of this proposal, it would be more appropriate to table the resolution and bring it up later for discussion. The same thing applies to the public safety concerns addressed by Commissioner Robinson; and two, the Commission has a

statute and ordinance to follow and he doesn't believe the developer has made an appropriate case, in his view, for annexation of this property. There has been substantial testimony and documentation presented to the Commission that the impact that encroachment, not only on existing but future missions of MAFB, would be a potentially drastic impact on the future. Missions change with the circumstances and with the times we live in. We live in dangerous times in this world.

Commissioner Houck commented that she also would have rather the Commission table the motion. The Commission is being asked to consider making a significant change to the community. As a Commissioner, she had four areas to consider and was told all of them must be met. In her mind, storm water is an issue and an area that has not been met. She wants to see Mr. Woith's late storm water proposal come back to the Commission. She also expressed concern about public transportation. She witnessed an airplane crash at MAFB and knows why there are APZ's and reason for concern.

Discussion followed regarding tabling the motion on the floor to a date certain.

Director Raymond recommended a date certain be the first meeting in January. The applicant has an enormous amount of work to do to bring it to the City to demonstrate that the late proposal will work. Then City staff has a lot of work to do to review that proposal and bring it to the Commission. He also expressed concern about the motion on the floor being a conditional annexation.

After further discussion between the Commission and staff, **Commissioner Houck moved, seconded by Commissioner Bronson, that the City Commission table the pending motion on Resolution 10268 until January 15, 2019.**

Mayor Kelly asked if there were any comments from the public on the motion to table.

**Ryan Villines**, 3024 5th Avenue South, commented that the people deserve an answer. He suggested the Commission vote and not kick the can down the road.

**Brad Livingston**, 2704 Big Ranch Road, commented that there is nobody in this room, including him with 41 years serving in the military, that really understands APZ's and how they work. He recommended that if the Commission does vote to table, that individuals very familiar with current APZ's be contacted for clarity.

There being no further public comment, Mayor Kelly asked if there was any discussion amongst the Commissioners.

Mayor Kelly commented that discussion is not about the beginning or end of development on the east end. The discussion is about a particular piece of property adjacent to Walmart. He pointed out there is land further east along that corridor that is available for marketing and real estate development, and is not factored into the JLUS or APZ. As Commissioner Bronson pointed out, if this development was sitting in another available area, there wouldn't be all of the complexity to it. Tabling allows the Commission to put this off for a little while and bring in others for discussion. He would like to find out in relevant terms across the country if that property as it sits is still considered encroachment or if the APZ has been reviewed and reestablished for the current types of military situations. The applicant said himself he came up with better ideas that bear being listened to and worked on. The Commission's intent is to get it right.



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

Motion carried 4-1 (Commissioner Moe dissenting)

Mayor Kelly called for a recess at 11:16 p.m., and called the meeting back to order at 11:21 p.m.

**Commissioner Moe moved, seconded by Commissioner Robinson, that the City Commission table motions II and III of agenda item 12.**

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

Motion carried 5-0

**13. Ordinance 3188, Repealing and Replacing Title 10, of The Official Code of The City of Great Falls (OCCGF), Pertaining To Vehicles and Traffic.**

City Attorney Sara Sexe reported that, in an effort to update the OCCGF, City staff has assembled input from the different departments to continue a comprehensive revision of the Code. The Ordinance under consideration would repeal and replace OCCGF Title 10, pertaining to vehicles and traffic. The vast majority of the amendments are non-substantive. Non-substantive changes include chapter re-designation to put chapters in correct numerical order, typographical errors, and reformatting of subsections.

Substantive changes include:

- Relocating all definitions applicable to the Title to Chapter 1.
- Specific penalty provisions throughout the Title.
- Updating payment options for parking meters and amending parking violations to include violation of parking facility lease rules.
- Adding the requirement for Montana Department of Transportation (MDT) approval for traffic control devices placed on MDT rights-of-way.
- Allowing the City Parking Administrator, in consultation with the Parking Advisory Commission, to add meters in City Commission established parking districts.
- Allowing the Parking Administrator to remove commercial loading zones when loading zones are creating traffic hazards.
- Allowing the Public Works Department, in conjunction with the Great Falls Police Department, to remove vehicles that are parked in construction zones.

The ultimate goal of the Ordinance under consideration is to create consistency within the OCCGF, and where applicable, the Montana Code Annotated and the ARM.

Mayor Kelly declared the public hearing open.

No one spoke in support of or in opposition to Ordinance 3188.

Mayor Kelly closed the public hearing.

Commissioner Bronson noted that he inquired of staff what criteria the City Manager would use to deny a toll request as was proposed in Title 10, Chapter 18. After staff review and discussion, staff provided updated proposed changes to Chapter 18 - Toll Locations.

City Attorney Sexe clarified that, based upon the concerns that were raised, staff withdrew the proposed substantive changes to Title 10, Chapter 18, with the exception of the numeric changes.

Commissioner Moe referred to OCCGF 10.9.210 - Passenger loading zones serving schools, and inquired how drivers would know the loading zones would have to be observed during certain hours of the day.

City Attorney Sexe responded via signage, and whether or not school is in session.

**Commissioner Moe moved, seconded by Commissioner Robinson, that the City Commission approve the changes presented (Title 10, Chapter 18) and adopt Ordinance 3188.**

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

Motion carried 5-0

**OLD BUSINESS**

**NEW BUSINESS**

**ORDINANCES/RESOLUTIONS**

**14. Resolution 10248, Levy and Assess Properties within the Business Improvement District (BID).**

Finance Director Melissa Kinzler reported that the BID was originally created in 1989, renewed in 1999, and re-created for a third term in 2009, each for periods of ten years by petition of the property owners within the District. The BID's overall purpose is to improve and revitalize the downtown area by utilizing and directing the assessment dollars collected through the BID tax assessment.

On July 17, 2018, as required by MCA Section 7-12-1132 (3), the BID presented a proposed Work Plan and Budget and recommended a method of levying an assessment on the properties within the District that best ensures the assessment on each lot or parcel is equitable in proportion to the benefits to be received for Fiscal Year 2018/2019. Following the public hearing held on July 17, 2018, the City Commission moved to adopt the 2018/2019 Work Plan and Budget for the BID.

The actual assessment for 2018/2019 based on the assessment formula will generate \$244,964.84 in assessment revenue.

Staff recommends that the City Commission adopt Resolution 10248 to levy and assess properties within the Business Improvement District.

**Commissioner Bronson moved, seconded by Commissioner Houck, that the City Commission adopt Resolution 10248.**

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

The Commission expressed appreciation to the BID for its great work.

Mayor Kelly called for the vote.

Motion carried 5-0

**15. Resolution 10249, Levy and Assess Properties within the Tourism Business Improvement District.**

Finance Director Melissa Kinzler reported the TBID was originally created in 2008 and was renewed for a second term in February, 2018, for a period of ten years by petition of the property owners in the District. The District's overall purpose is to promote tourism, conventions, trade shows and travel to the City of Great Falls by utilizing and directing the assessment dollars collected through the TBID tax assessment.

On July 17, 2018, as required by MCA Section 7-12-1132(3), the TBID presented a proposed Work Plan and Budget and recommended a method of levying an assessment on the properties within the district that best ensures the assessment on each property is equitable and in proportion to the benefits to be received for Fiscal Year 2018/2019. Following the public hearing held on July 17, 2018, the City Commission adopted the 2018/2019 Work Plan and Budget for the TBID.

The actual assessment for FY 2018/2019 will generate \$380,373 in assessment revenue.

Staff recommends that the City Commission adopt Resolution 10249 to levy and assess properties within the Tourism Business Improvement District.

**Commissioner Robinson moved, seconded by Commissioner Bronson, that the City Commission adopt Resolution 10249.**

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

Commissioner Houck noted that the Commission hears frequently from the BID and TBID, and what has been presented by both has been fully vetted.

Mayor Kelly called for the vote.

Motion carried 5-0

**16. Resolution 10269, repealing Resolution 10241 adopted August 21, 2018; Resolution 10270, fixing the Annual Tax Levy.**

Finance Director Melissa Kinzler reported the City Commission is required to fix an annual tax levy by setting mills to generate property tax revenues to fund city operations. The City received its original taxable valuation from the Montana Department of Revenue (MTDOR) on July 30, 2018, and a revised valuation on August 6, 2018. With this valuation, the City computed its annual mill levy. At its August 21, 2018 meeting, the City Commission adopted Resolution 10241 to fix the annual tax levy in mills for the fiscal year beginning July 1, 2018 and ending June 30, 2019.

On August 31, 2018, Cascade County Commissioner Joe Briggs notified the City that the County Commission received notice from the Montana Department of Revenue that the revised valuation had a major error in the 2018 Taxable Market Value and 2018 Total Taxable Value.

The Total Taxable Value that was in error was \$111,473,256. The revised value received on September 4, 2018, was \$99,201,290. This means that without the recertification of the mills, the City would lose \$12,271.97 per mill (\$1,837,959 in total).

The value of the mill went down from original certification, so the City needs to levy more mills to get the same amount of revenue from the original certification. The mills went from 177.84 mills to 201.24 mills. The newly taxable property amount went up by \$91,466. The impact on a \$100,000 taxable property house will remain the same - \$1.84 for the inflationary factor, and \$4.30 for the permission medical levy. The total increase will be \$6.14.

**Commissioner Bronson moved, seconded by Commissioner Moe, that the City Commission adopt Resolution 10269.**

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

Commissioner Bronson noted his displeasure with the Montana Department of Revenue and how it has handled this \$10-\$11 million dollar error.

Mayor Kelly called for the vote.

Motion carried 5-0

**Commissioner Bronson moved, seconded by Commissioner Moe, that the City Commission adopt Resolution 10270.**

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

Motion carried 5-0

**17. Ordinance 3192, Amending Title 17, Chapter 16, Article 2, Section 050 of The Official Code of The City of Great Falls (OCCGF), Pertaining to Burden of Proof.**

City Attorney Sara Sexe reported that Ordinance 3192 revises Title 17, Chapter 16, Article 2, Section 050 of the Official Code of the City of Great Falls to be consistent with most legal practices in quasi-judicial or judicial proceedings. After the first reading there were some amendments made to clarify the language that were incorporated in the attachment to the agenda report.

**Commissioner Houck moved, seconded by Commissioner Moe, that the City Commission adopt Ordinance 3192.**

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

Motion carried 5-0

**18. Ordinance 3193, to assign PUD Planned Unit Development zoning to the properties legally described as Lot 4B and 4C of the Amended Plat of Lot 4 of the Medical Tech Park Minor Subdivision.**

Planning and Community Development Director Craig Raymond reported that the applicant, NeighborWorks Great Falls, is proposing the annexation, establishment of Planned Unit Development zoning, and preliminary plat of a major subdivision on two parcels of land that total approximately 20.5 acres. The subject properties are undeveloped land located in Cascade County adjacent to Great Falls along 20th Street South and 24th Avenue South. The applicant is proposing an 85-lot subdivision, fully developed with the establishment of several proposed roadways and alleys to access the lots, sidewalks to create pedestrian circulation, and City utilities to provide services to the subject properties.

City staff and the developer have worked through a detailed Improvement Agreement which defines the roles and responsibilities of the developer and the City. The Agreement spells out what improvements are required by the City and who shall pay for them. For the most part, the developer shall pay for all street, water, sewer and storm water improvements which are necessary to support this development. The City, will pay for upsizing of utility lines as may be specifically requested by the City for utility continuity and future growth. The City also intends to purchase one of the subject lots to keep in reserve for a possible future water pump station that may be needed in the future.

**Commissioner Moe moved, seconded by Commissioner Robinson, that the City Commission accept Ordinance 3193 on first reading and set a public hearing for October 16, 2018.**

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

Motion carried 4-0-1 (Commissioner Bronson abstaining)

**CITY COMMISSION**

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

Mayor Kelly announced that the Commission and many City staff members will be attending the Montana League of Cities and Towns meeting next week in Butte.

Future of the Falls, a young people's conference, is scheduled for October 3rd to discuss what they would like to see happen in Great Falls.

Commissioner Moe announced that the History Museum is debuting a film on Saturday titled "Under the Thundering Sky" regarding the history of Malmstrom Air Force Base and Montana Air National Guard.

20. **Commission Initiatives.**

None

**ADJOURNMENT**

There being no further business to come before the Commission, **Commissioner Houck moved, seconded by Commissioner Moe, to adjourn the regular meeting of September 18, 2018, at 11:46 p.m.**

Motion carried 5-0

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**Mayor Bob Kelly**

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**City Clerk Lisa Kunz**

**Minutes Approved: October 16, 2018**

**DRAFT**



**Item:** Minutes, October 2, 2018, Commission Meeting

**From:** City Clerk's Office

**Presented By:** City Commission

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ATTACHMENTS:

- ▢ Draft Minutes, October 2, 2018, Commission Meeting

# JOURNAL OF COMMISSION PROCEEDINGS

October 2, 2018

Regular City Commission Meeting  
Commission Chambers Room 206

## CALL TO ORDER 7:00 P.M.

## PLEDGE OF ALLEGIANCE

## ROLL CALL

City Commission members present: Bob Kelly, Bill Bronson, Tracy Houck and Mary Sheehy Moe. Commissioner Robinson was excused. 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; Assistant City Attorney Joe Cik; and Police Chief Dave Bowen.

## AGENDA APPROVAL

No changes were proposed by the City Manager or City Commission. The agenda was approved as submitted.

## CONFLICT DISCLOSURE/ EX PARTE COMMUNICATIONS

Mayor Kelly announced that he would be abstaining from the vote with regard to Agenda Item 11.

## PROCLAMATIONS

World Homeless Day and National Disability Employment Awareness Month.

## PETITIONS AND COMMUNICATIONS

### 1. Miscellaneous reports and announcements.

**Becky Monroe**, 1801 2nd Avenue North, announced that October 15 is "White Cane Safety Day", which celebrates the achievements of people who are blind or visually impaired, and the important symbol of blindness and tool of independence, the white cane.

**Pam Peck**, 916 7th Avenue North, made inquiries about the Natatorium and the assessments. Ms. Peck commented that the Commission and community need to be partners with regard to finding a solution.

**Matt Vincent**, address not provided, Butte, MT, provided and discussed a handout with regard to Initiative 186 (I-186). Mr. Vincent reported that there were changes to Montana's mining laws since the examples that were being used by the proponents of I-186.

Commissioners Moe and Houck expressed concern about the potential infringement of campaign finance laws.



Commissioner Bronson commented that Mr. Vincent could proceed as long as his comments were for informational purposes about I-186.

Mayor Kelly commented that, since he had signed an editorial endorsing I-186, Mr. Vincent could proceed with presenting the information.

**Karen and Mike Kaszula**, 2416 2nd Avenue North, referred to the Natatorium, and commented that the community needs an indoor, year round public swimming pool.

**Becky Monroe**, 1801 2nd Avenue North, provided and discussed a handout from Williston, ND Area Recreation Center (ARC) that included a variety of pools.

**Josh Meyer**, 504 Riverview Drive East, representing the Natatorium Lifeguards, expressed concern with regard to the loss of jobs due to the closure of the Natatorium, as well as not having a location to acquire lifeguard training/certification.

Mayor Kelly explained that the City is making every effort possible to provide a safe, indoor swimming facility; however, the building cannot be repaired to acceptable public safety standards.

**Donna Williams**, 2916 2nd Avenue North, commented that the citizens, City staff, and the Commission need to work together with regard to finding a solution for the Natatorium.

Commissioner Houck reiterated that City staff is working diligently to provide a solution for the closure of the Natatorium.

## **NEIGHBORHOOD COUNCILS**

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

Mayor Kelly reported that there will be a Council of Councils meeting on October 30 at 6:00 p.m. in the Civic Center.

## **BOARDS AND COMMISSIONS**

### 3. **Appointments, Board of Adjustment/Appeals.**

**Commissioner Bronson moved, seconded by Commissioner Moe, that the City Commission appoint Joe McMillen and Aspen Northerner to the Board of Adjustment/Appeals for three-year terms through September 30, 2021.**

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

Commissioner Bronson commented that there were three qualified applicants. Mr. McMillen is a great project manager who brings good skills to the board. Commissioner Bronson further commented that Mr. Buschmeyer would make a good candidate for any vacancies on the Planning board.

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

Motion carried 4-0

4. **Appointment, Mansfield Center for the Performing Arts Advisory Board.**

**Commissioner Houck moved, seconded by Commissioner Moe, that the City Commission appoint Christina Horton for the remainder of a three year term through December 31, 2020, to the Mansfield Center for the Performing Arts Advisory Board.**

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

Commissioners Houck and Bronson expressed appreciation to board member Larry Gomoll for his dedication, commitment, and continued service.

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

Motion carried 4-0

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

None

**CITY MANAGER**

6. **Miscellaneous reports and announcements from the City Manager.**

With regard to Ms. Peck's inquiries about the Natatorium, City Manager Greg Doyon reported that the engineering reports would be made available on the City's web site. Manager Doyon further reported that no matter what is done to the exterior of the building, the underlying issue is the foundation. Manager Doyon explained that Park and Recreation Director Steve Herrig has been looking at other pool facilities around the state, and will provide a report to the Commission at a later date. Manager Doyon explained that the community is contributing more through assessments to maintain the parks. Once that is taken care of, the City would be in a better position to support a pool. He encouraged the community to be patient by allowing the City to gather information, and to be realistic about what the community could afford and sustain.

Manager Doyon announced that the Department of Environmental Quality (DEQ) notified the City that there was a violation by exceeding the maximum contaminate level for the water treatment plant. Manager Doyon explained that a letter of notice, along with a contact number, would be sent out on October 3 to consumers in their monthly water bill.

Public Works Director Rearden explained that Haloacetic Acids (HAA5's) are a part of disinfection byproducts created by the interaction between chlorine and organics found in the water source. There are five significant HAA's in disinfected water and their combined concentration is referred to as total HAA5. August is typically the highest reading for disinfection by-products in surface water treatment plants due to the high water demand and temperature which requires more chlorine to maintain disinfection levels in the system. Director Rearden reported that the Montana DEQ language states that it is not considered a health risk, and that individuals would have to consume high levels for most of their life to possibly develop

health issues.

The City is currently testing a different chlorine injection point to reduce the development of disinfection by-products in the plant, as well as collecting extra samples within the system. The compliance requirements are based on a running annual average and not a one time event. Once there is an upset, which was May, in conjunction with the normally high month, which was August, it can take up to three quarters to get the average back to below regulatory limits. Once the current project is complete, less chlorine will be required, which will further reduce the formation of disinfection by-products, including the HAA5's.

Mayor Kelly inquired about the potential harm to consumers who have immune deficiencies, or may be pregnant.

Public Works Water Plant Supervisor Wayne Lovelis responded that the letter of notice includes state required language with regard to immune deficiencies. Supervisor Lovelis indicated that it would take approximately 10 days to receive the tested samples back to verify the effectiveness.

Manager Doyon further reported that:

- He and Deputy City Manager Chuck Anderson attended the annual International City Managers Association (ICMA) Conference.
- Manager Doyon attended the Montana League of Cities and Towns (MLCT) Conference where he hosted a program for City Managers, utilizing the Montana Municipal Interlocal Authority (MMIA), Joelman & Hutchi Scholarship.
- The Montana Department of Emergency Services (DES) had a presentation for local officials with regard to the importance of emergency management, which also included the impact of state wide cuts on local jurisdictions.
- The third session of City 101 was on September 27, which featured Police and Fire Departments. Manager Doyon expressed appreciation to Administrative Executive Assistant Krista Artis for hosting the meeting in his and Deputy City Manager Anderson's absence.
- The fourth session of City 101 will be held October 25.
- Manager Doyon will meet with the Library Board of Trustees to discuss the Management Agreement with regard to the Library Director recruitment process.
- The Library will delay opening on Sundays until December due to being short staffed.

## **CONSENT AGENDA**

7. Minutes, September 18, 2018, Commission Meeting. -Pending-
8. Total Expenditures of \$4,137,464 for the period of September 1, 2018 through September 19, 2018, to include claims over \$5,000, in the amount of \$3,858,308.
9. Contracts List

10. Approve the purchase of one new 2019 Peterbilt 520 tandem axle truck to Peterbilt of Missoula for \$121,337, and the purchase of one 2018 Heil PT 1000 25-yard rear load refuse packer to Kois Brothers Equipment Company Inc., of Great Falls for \$84,820, for a total purchase of \$206,157.

**Commissioner Houck moved, seconded by Commissioner Bronson, that the City Commission approve the Consent Agenda as presented.**

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

Motion carried 4-0

## **PUBLIC HEARINGS**

### **OLD BUSINESS**

### **NEW BUSINESS**

11. **Amendment No.1 to Development Agreement with West Bank, LLC pertaining to West Bank Landing Urban Renewal Project.** **OF**  
**1488.4**

Finance Director Melissa Kinzler reported that on August 2, 2016, the Commission adopted Ordinance 3145 and a Development Agreement with West Bank, LLC pertaining to West Bank Landing Urban Renewal Project. The Development Agreement committed the City to issue Bonds in order to pay or reimburse West Bank, LLC for up to \$2,642,614 of costs of the Infrastructure Improvements. The Bonds will not be issued until there is sufficient increment to cover the aggregate principal amount of the Bonds, to fund a deposit to the reserve account required by the Bond Resolution and to pay cost of issuance of the Bonds, and to provide coverage equal to at least 140% of the maximum annual debt service requirements required under the Bond Resolutions. The City estimates Bonds necessary to cover such costs is approximately \$3,000,000. The City does not presently have sufficient bonding capacity to issue the Bonds.

City staff was approached by representatives of West Bank, LLC about options for early reimbursements for Infrastructure Improvements. After much discussion, representatives of West Bank, LLC decided that they would request cash payment now for part of the \$2,642,614 in Infrastructure Improvements. The amount requested from West Bank, LLC is \$700,000. The June 30, 2018 unrestricted cash balance of the West Bank Urban Renewal District fund is \$702,621.13. The projected tax increment revenue in Fiscal Year 2019 will be sufficient to cover the principal and interest payments of the District's Bonds that are currently outstanding.

The reimbursement now of \$700,000 will decrease the liability of the City under the current Development Agreement, thereby also decreasing future expenses for interest and issuance costs. The liability will be decreased to \$1,942,614, and the City remains obligated to issue Bonds to reimburse this amount when the District produces sufficient Tax Increment revenues to support debt service.

**Commissioner Bronson moved, seconded by Commissioner Houck, that the City**

**Commission approve Amendment No. 1 to Development Agreement with West Bank, LLC pertaining to West Bank Landing Urban Renewal Project.**

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

**Brad Talcott**, 2801 4th Avenue North, expressed support with regard to Amendment No. 1 to Development Agreement with West Bank, LLC.

There being no one further to address the Commission, Mayor Kelly asked if there was any discussion amongst the Commissioners.

Commissioner Bronson commented that the West Bank Landing Urban Renewal Project is an excellent example of what can be done with tax increment financing.

Commissioner Houck received clarification that Calumet Refinery would not be a part of the tax increment revenue since it is not a part of the district.

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

Motion carried 3-0-1 (Mayor Kelly abstaining)

**ORDINANCES/RESOLUTIONS**

**CITY COMMISSION**

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

Commissioner Bronson reported that he and Commissioner Moe had attended a meeting with citizens who are interested in working toward a solution with regard to the problems with the Natatorium. Commissioner Bronson explained that those citizens understand the technical issues and realize that a new facility needs to be looked into, and that they are willing to assist the City with regards to finding a solution.

Commissioner Bronson encouraged citizens speaking at the Petitions and Communications portion of the meetings to remain until the conclusion in order for their concerns to be addressed.

Commissioner Houck commented that she was impressed with the 87th Annual Montana League of Cities and Towns (MLCT) conference, and it was very informative.

Commissioner Moe reported that the Legislative Initiatives that were advanced reflect the expertise of Commissioner Bronson and City Manager Doyon, and noted that they represent the City's interest. Commissioner Moe announced that Mayor Kelly is the new President of the MLCT.

13. **Commission Initiatives.**

None

**ADJOURNMENT**

There being no further business to come before the Commission, **Mayor Kelly moved, seconded by Commissioner Houck, to adjourn the regular meeting of October 2, 2018, at 8:20 p.m.**

Motion carried 5-0

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**Mayor Bob Kelly**

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**City Clerk Lisa Kunz**

**Minutes Approved:  
October 16, 2018**

DRAFT



**Item:** Total Expenditures of \$1,518,498 for the period of September 15, 2018 through October 3, 2018, to include claims over \$5,000, in the amount of \$1,458,675.

**From:** Fiscal Services

**Initiated By:** City Commission

**Presented By:** Melissa Kinzler, Fiscal Services Director

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ATTACHMENTS:

- ▣ 5000 Report



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

**PRESENTED BY:** Finance Director

**ACTION REQUESTED:** Approval with Consent Agenda

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

**TOTAL CHECKS ISSUED AND WIRE TRANSFERS MADE ARE NOTED BELOW WITH AN ITEMIZED LISTING OF ALL TRANSACTIONS GREATER THAN \$5000:**

ACCOUNTS PAYABLE CHECK RUNS FROM SEPTEMBER 20, 2018 - OCTOBER 3, 2018	1,487,380.49
MUNICIPAL COURT ACCOUNT CHECK RUN FOR SEPTEMBER 15,2018-SEPTEMBER 28, 2018	31,117.77
<b>TOTAL: \$</b>	<u><u>1,518,498.26</u></u>

**GENERAL FUND**

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**FIRE**

MUNICIPAL EMERGENCY SERVICES	EMS JACKETS	16,316.85
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**SPECIAL REVENUE FUND**

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**SUPPORT & INNOVATION**

GREAT FALLS BUSINESS IMPROVEMENT DISTRICT	AUGUST 2018 TAX DISTRIBUTION	9,092.81
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**911 SPECIAL REVENUE**

CENTURYLINK	MONTHLY LINE CHARGES	5,840.80
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**STREET DISTRICT**

GREAT FALLS SAND & GRAVEL	ASPHALTIC CONCRETE MATERIAL	73,478.53
UNITED MATERIALS OF GREAT FALLS	OF 1730.1 ADA HANDICAP RAMPS	16,372.40
UNITED MATERIALS OF GREAT FALLS	2ND ST NW SANDING MATERIAL	7,551.55

**PARK & RECREATION SPECIAL REVENUE**

TD&H ENGINEERING	CIVIL DESIGN WEST BANK PHASE 3 PROJECT	5,840.00
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**PERMITS**

WARD'S MEDIATECH INC	CLEAR TOUCH DISPLAYS AND INSTALL	20,876.43
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**ENTERPRISE FUNDS**

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**WATER**

TD&H ENGINEERING	OF 1494.6 WATER MAIN CROSSINGS SUN AND MISSOURI	55,506.66
UNITED MATERIALS OF GREAT FALLS	OF 1465.2 LOWER SOUTH SIDE WMR PHASE III	88,294.14
ADVANCED ENGINEERING & ENVIRONMENTAL SERVICES	OF 1625.0 WATER STORAGE TANK EVALUATION PHASE I	26,682.66
INDUSTRIAL AUTOMATION CONSULTING INC	OF 1519.6 WTP IMPROVEMENT PHASE 1 UV CHEMICAL /ELECTRICAL BUILDING	20,216.06

**SEWER**

MONTANA PETERBUILT LLC	2019 337 SINGLE AXLE CAB & CHASSIS DUMP BOX TRUCK	114,767.00
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**STORM DRAIN**

NORTHWEST PIPE FITTINGS, INC.	KSB REPLACEMENT PUMP	6,622.32
OUTRIGGER CONSULTANTS LLC	OF 1722.2 LIFT STATION #8 REMOVAL STORM DRAIN	6,137.50

**911 DISPATCH CENTER**

VOICE PRODUCTS INC	MAINTENANCE AGREEMENT	7,277.00
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**INTERNAL SERVICES FUND**

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**INSURANCE & SAFETY**

MONTANA MUNICIPAL INTERLOCAL AUTHORITY	AUGUST DEDUCTIBLE RECOVERY	15,111.34
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**FISCAL SERVICES**

ANDERSON ZURMUEHLEN AND CO PC	AUDIT PROGRESS BILLING	6,000.00
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**INFORMATION TECHNOLOGY**

MAXXVAULT LLC	ANNUAL MAINTENANCE	6,000.00
ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE (SPLIT AMONG FUNDS)	ANNUAL ESRI MAINTENANCE	11,714.38

**CENTRAL GARAGE**

MOUNTAIN VIEW CO-OP	FUEL	42,368.20
MIDLAND IMPLEMENT CO	TORO GROUNDMASTER 5900-D	96,414.55

**PUBLIC WORKS ADMINISTRATION**

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE (SPLIT AMONG FUNDS)	ANNUAL ESRI MAINTENANCE	10,800.00
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**TRUST AND AGENCY**

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**COURT TRUST MUNICIPAL COURT**

CITY OF GREAT FALLS	FINES & FORFEITURES COLLECTIONS	21,569.00
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**PAYROLL CLEARING**

STATE TREASURER	MONTANA TAXES	48,214.00
ICMA RETIREMENT TRUST	EMPLOYEE CONTRIBUTIONS	8,141.97
FIREFIGHTER RETIREMENT	FIREFIGHTER RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	54,911.80
STATEWIDE POLICE RESERVE FUND	POLICE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	68,875.53
PUBLIC EMPLOYEE RETIREMENT	PUBLIC EMPLOYEE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	132,054.21
US BANK	FEDERAL TAXES, FICA & MEDICARE	207,883.60
AFLAC	EMPLOYEE CONTRIBUTIONS	10,283.50
LABORERS INTERNATIONAL UNION	EMPLOYEE CONTRIBUTIONS	28,102.89
WESTERN CONF OF TEAMSTERS	EMPLOYEE CONTRIBUTIONS	15,619.02
MONTANA OE - CI TRUST FUND	EMPLOYEE CONTRIBUTIONS	27,201.44
NATIONWIDE RETIREMENT SOLUTIONS	EMPLOYEE CONTRIBUTIONS	13,968.36
STATE OF MONTANA	UNEMPLOYMENT INSURANCE 3RD QTR	47,638.87

**UTILITY BILLS**

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MONTANA WASTE SYSTEMS INC	AUGUST 2018 CHARGES	84,098.73
NORTHWESTERN ENERGY	AUGUST 2018 WATER PLANT CHARGES	20,831.08

**CLAIMS OVER \$5000 TOTAL:** \$ 1,458,675.18



**Item:** Contracts List

**From:** City Clerk's Office

**Initiated By:** Various City Departments

**Presented By:** City Commission

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ATTACHMENTS:

- ▢ Contracts List

CITY OF GREAT FALLS, MONTANA

AGENDA: 8

COMMUNICATION TO THE CITY COMMISSION

DATE: October 16, 2018

**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**

	<b>DEPARTMENT</b>	<b>OTHER PARTY (PERSON OR ENTITY)</b>	<b>PERIOD</b>	<b>AMOUNT</b>	<b>PURPOSE</b>
<b>A</b>	Great Falls Public Library	Ingraham Environmental Inc.	09/28/2018 – 12/21/2018	\$17,602.35	Ratification of Great Falls Library Asbestos Abatement Agreement for boiler replacement project. <b>OF 1621.1</b>
<b>B</b>	Planning & Community Development	Neighborhood Housing Services of Great Falls d/b/a NeighborWorks Great Falls – Community Housing Development Organization	09/28/2018-06/30/2019	\$27,838	Ratification of 2018/2019 HOME Investment Partnership Program Community Housing Development Organization (CHDO) Agreement to allocate the required 15% CHDO reserve

					towards a portion of the construction costs in the new construction of the High School House being built at 1509 6 <sup>th</sup> Avenue NW by Great Falls High and C.M. Russell High School students.
<b>C</b>	Planning & Community Development	Park and Recreation Department	10/17/2018 – 06/30/2019	\$28,415	2018/2019 Community Development Block Grant (CDBG) Agreement to fund the Electric City Water Park's bathhouse architectural services needed to design, prepare bid documents, and provide construction administration to include: (1) improved ADA accessibility from the parking area into the facility, (2) restore the failing historic stucco façade, (3) restore the existing historic window frames and glazing, (4) examine the finished roof surface and determine if restoration efforts are required, (5) create an accessible check-in counter for customers and staff, (6) renovate both locker rooms to improve locker/changing functions, to include the creation of family changing rooms, hand washing facilities, energy-efficient lighting, and HVAC system analysis, (7) renovate toilet and shower areas to meet ADA accessibility with fixture counts, types and space. <b>OF 1740.1</b>
<b>D</b>	Public Works-Engineering	Kuglin Construction	10/17/2018 – 09/18/2019	\$6,900	Agreement to repair 150 lineal feet of curb and gutter in the Great Falls Police

					Department parking lot that was damaged in a BNSF train derailment. <b>OF 1730.7</b>
<b>E</b>	Public Works – Engineering	Advanced Engineering and Environmental Services, Inc. (AE2S)	10/17/2018 – 04/30/2019	\$65,000	Professional Services Agreement to conduct asbestos testing on the existing Gore Hill Water Tower structures and Boston Heights Tank structures as required by the Montana Department of Environmental Quality (DEQ) when demolishing any publicly owned structure. The services also include assistance with inspection of the demolition and compensation for overtime inspection related to the new Gore Hill Water Tower. Compensation is being withheld from the contractor that is constructing the new Gore Hill Water Tower to offset the overtime inspection fees. <b>OF 1625.8</b>
<b>F</b>	Public Works – Engineering	Property Owner – William B. and Rose Marie Ferderer	Improvements completed Sept. 2018	\$12,301	Ratification of actual costs in the amount of \$42,061, due to inflationary increases in products, parts and services, as well as equipment rental, labor and additional sod to correct inadequate landscaping, in excess of the estimated costs of \$29,760, to be reimbursed to the Ferderers for their costs of improvements as set forth in the Memorandum of Understanding and Storm Drain Utility Easement for the South Great Falls Storm Drainage Improvement project approved by the Commission at its November 5, 2014

					Meeting (Item 4C). <b>OF 1554</b>
<b>G</b>	IT Department City-190	AVI Systems, Inc.	Current	\$7,200	Retail Sales Agreement for technical and engineering services to provide initial and ongoing audiovisual systems Pro Design to include: AV floor plan; video, audio and control flow; equipment lists; system infrastructure requirements and operational and post-operational requirements; project scope of work; costs and project integration agreement, for the Commission Chambers and Gibson Room to air, record and live-stream public meetings. <b>OF 1741</b>



**Item:** Interlocal Agreement for Division of the 2018 Byrne Justice Assistance Grant (JAG) Program Award

**From:** Great Falls Police Department

**Initiated By:** Captain Jeff Newton

**Presented By:** Chief David Bowen

**Action Requested:** Approve Interlocal Agreement and recommended use of the 2018 Byrne Justice Assistance Grant (JAG) Program Award funds for Evidence Drying Cabinets for the Great Falls Police Department and Body Worn Cameras for the Cascade County Sheriff's Office.

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**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (approve/deny) the Interlocal Agreement between the City of Great Falls and Cascade County for use of the 2018 Byrne Justice Assistance Grant Programs funds.”

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

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**Staff Recommendation:**

Staff recommends that the City Commission approve the Interlocal Agreement between the City of Great Falls and Cascade County and recommended use of the 2018 Byrne Justice Assistance Grant (JAG) Program funds for purchase of Evidence Drying Cabinets for the Great Falls Police Department and Body Worn Cameras for the Cascade County Sheriff's Office, and thereby ratifying the Edward Byrne Memorial Justice Assistance Grant Application #2018-H3025-MT-DJ in the amount of \$24,850.

**Summary:**

Approve Interlocal Agreement and recommended use of the 2018 Byrne Justice Assistance Grant JAG) Program Award funds for Evidence Drying Cabinets for the Great Falls Police Department and Body Worn Cameras for the Cascade County Sheriff's Office.

**Background:**

The total amount of the 2018 Byrne Justice Assistance Grant Program award is \$24,850. The Great



Falls Police Department and Cascade County Sheriff's Office have again agreed to an allocation of funds for use in purchasing Evidence Drying Cabinets (GFPD) and Body Worn Cameras (CCSO).

The proposed funding allocates \$9,940 of the Justice Assistance Grant funds to the Cascade County Sheriff's Office, with the remaining funds of \$14,910 for the Great Falls Police Department. The funds will be used specifically to purchase Evidence Drying Cabinets for the Great Falls Police Department. The drying cabinets will be utilized by department personnel to properly dry and log into evidence, clothing and other items associated with criminal investigations. The proper drying and handling of evidence, in collaboration with prosecuting attorneys, judges and the legal system, is crucial for proper evidence retention to include the proper handling and preservation of potential DNA evidence.

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

**Fiscal Impact:**

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

**Alternatives:**

Not accept the grant.

**Concurrences:**

The 2018 Byrne Justice Assistance Grant (JAG) Program Award has been approved by the Cascade County Sheriff's Office and Board of Cascade County Commissioners.

ATTACHMENTS:

- Application for JAG Grant
- 2018 JAG Interlocal Agreement



**BJA FY 18 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation** 2018-H3025-MT-DJ



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This handbook allows you to complete the application process for applying to the BJA FY 18 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation. At the end of the application process you will have the opportunity to view and print the SF-424 form.

*Type of Submission	Application Construction
*Type of Application	New If Revision, select appropriate option If Other, specify
*Is application subject to review by state executive order 12372 process?	No Program is not covered by E.O. 12372



**BJA FY 18 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation** 2018-H3025-MT-DJ



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*Is the applicant delinquent on any federal debt	No
*Employer Identification Number (EIN)	81-6001269
*Type of Applicant	Municipal
Type of Applicant (other):	
*Organizational Unit	Great Falls Police Department
*Legal Name (Legal Jurisdiction Name)	City of Great Falls
*Vendor Address 1	P. O. Box 5021
Vendor Address 2	#112 - 1st Street South
*Vendor City	Great Falls
Vendor County/Parish	Cascade
*Vendor State	Montana
*Vendor ZIP	59403-5021
<b>Point of Contact Information for matters involving this application</b>	
Contact Prefix:	Mr.
Contact Prefix (Other):	
Contact First Name:	Jeffrey
Contact Middle Initial:	
Contact Last Name:	Newton
Contact Suffix:	
Contact Suffix (Other):	
Contact Title:	Support Services Captain
Contact Address Line 1:	P.O. Box 5021
Contact Address Line 2:	
Contact City:	Great Falls
Contact State:	Montana

Contact Zip Code:	59403
Contact Phone Number:	(406) 455-8413
Contact Fax Number:	(406) 771-1664
Contact E-mail Address:	jnewton@greatfallsmt.net

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**BJA FY 18 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation** 2018-H3025-MT-DJ



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Descriptive Title of Applicant's Project		
Evidence Drying Cabinets (GFPD) and Body Camera Project (CCSO)		
Areas Affected by Project		
Equipment - Forensic Body Worn Cameras Equipment - Video/Aud Criminal Intelligence Officer Safety		
Proposed Project		
	*Start Date	October/ 01/ 2018
	*End Date	September/ 30/ 2021
*Congressional Districts of		
	Project	Congressional District 00, MT
*Estimated Funding		
Federal		\$24850.00
Applicant		\$0.00
State		\$0.00
Local		\$0.00
Other		\$0.00
Program Income		\$0.00
TOTAL		\$24850.00



**BJA FY 18 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation** 2018-H3025-MT-DJ



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**Application Handbook** This page allows you to upload the Budget Detail Worksheet, Financial Management and System of Internal Controls Questionnaire (FCQ) form, Program Narrative, and other Program attachments. Click the attach button to continue.

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**FCQ Attachment**

In accordance with the Part 200 Uniform Requirements as set out at 2 C.F.R. 200.205, Federal agencies must have in place a framework for evaluating the risks posed by applicants before they receive a Federal award. To facilitate part of this risk evaluation, all applicants are to download, complete, and submit the Financial Management and System of Internal Controls Questionnaire.

For your convenience your most recently submitted FCQ Form is attached below. Please review it for accuracy. If you need to make changes, please submit an updated [FCQ form](#), that will replace your most recently submitted FCQ Form.

<a href="#">Most Recently Submitted FCQ form</a>	
<a href="#">FY 18 JAG FinancialCapability.pdf</a>	

**Budget and other Program Attachments**

<a href="#">FY18 JAG Application 2018-H3025-MT-DJ.docx</a>
<a href="#">2018-H3025-MT-DJ Budget worksheet and narrative.xlsx</a>
<a href="#">2018-H3025-MT-DJ SF424.pdf</a>
<a href="#">Disclosure of Pending Applications 2018-.pdf</a>
<a href="#">Appendix E - Communiation with DHS and ICE.pdf</a>
<a href="#">FY18 JAG Chief Executive Certificate and Assurance.pdf</a>
<a href="#">FY18 JAG Chief Legal Officer - 8 USC 1226 1231 1324 1357 1366.pdf</a>
<a href="#">FY18 JAG Chief Legal Officer - 8 USC 1373 1644.pdf</a>
<a href="#">FY 18 JAG Application 2018-H3025-MT-DJ Disclosure of Lobbying Activities.pdf</a>

Please download the latest version of [Adobe Acrobat Reader®](#).





BJA FY 18 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation 2018-H3025-MT-DJ



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To the best of my knowledge and belief, all data in this application/preapplication is true and correct, the document has been duly authorized by the governing body of the applicant and the applicant will comply with the attached assurances if the assistance is awarded.

[Applicant Information](#)

[Project Information](#)

Your typed name, in lieu of your signature represents your legal binding acceptance of the terms of this application and your statement of the veracity of the representations made in this application. The document has been duly authorized by the governing body of the applicant and the applicant will comply with the following:

[Budget and Program Attachments](#)

[Assurances and Certifications](#)

1. [Assurances](#)
2. [Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace requirements.](#)

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If you are an applicant for any Violence Against Women grants, this includes the Certification of Compliance with the Statutory Eligibility Requirements of the Violence Against Women Act.

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*Prefix	Mr.
Name Prefix:(Other)	
*First Name	Greg
Middle Initial (if any)	
*Last Name	Doyon
Suffix	
Name Suffix:(Other)	
*Title	City Manager
*Address Line 1	P.O. Box 5021
Address Line 2	
*City	Great Falls
County	Cascade
*State	Montana
*Zip Code	59403-
*Phone	406-455-8450 Ext :
Fax	406-727-0005
*E-mail	gdoyon@greatfallsmt.net
<input checked="" type="checkbox"/> <b>I have examined the information provided here regarding the signing authority and certify it is accurate. I am the signing authority, or have been delegated or designated formally as the signing authority by the</b>	

**appropriate authority of official, to provide the information requested throughout this application system on behalf of this jurisdiction. Information regarding the signing authority, or the delegation of such authority, has been placed in a file and is available on-site for immediate review.**

Continue





**BJA FY 18 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation** 2018-H3025-MT-DJ



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<b>APPLICATION FOR FEDERAL ASSISTANCE</b>	<b>2. DATE SUBMITTED</b> August 08, 2018	<b>Applicant Identifier</b>
	<b>1. TYPE OF SUBMISSION</b> Application Construction	<b>3. DATE RECEIVED BY STATE</b>
	<b>4. DATE RECEIVED BY FEDERAL AGENCY</b>	<b>State Application Identifier</b>
		<b>Federal Identifier</b>
<b>5. APPLICANT INFORMATION</b>		
<b>Legal Name</b> City of Great Falls		<b>Organizational Unit</b> Great Falls Police Department
<b>Address</b> P. O. Box 5021 #112 - 1st Street South Great Falls, Montana 59403-5021		<b>Name and telephone number of the person to be contacted on matters involving this application</b>  Newton, Jeffrey (406) 455-8413
<b>6. EMPLOYER IDENTIFICATION NUMBER (EIN)</b> 81-6001269		<b>7. TYPE OF APPLICANT</b> Municipal
<b>8. TYPE OF APPLICATION</b> New		<b>9. NAME OF FEDERAL AGENCY</b> Bureau of Justice Assistance
<b>10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE</b>  NUMBER: 16.738 CFDA Edward Byrne Memorial Justice Assistance TITLE: Grant Program		<b>11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT</b>  Evidence Drying Cabinets (GFPD) and Body Camera Project (CCSO)
<b>12. AREAS AFFECTED BY PROJECT</b>  Equipment - Forensic Body Worn Cameras Equipment - Video/Aud Criminal Intelligence Officer Safety		
<b>13. PROPOSED PROJECT</b> Start Date: October 01, 2018 End Date: September 30, 2021		<b>14. CONGRESSIONAL DISTRICTS OF</b>  a. Applicant b. Project MT00
<b>15. ESTIMATED FUNDING</b>		<b>16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?</b>  Program is not covered by E.O. 12372
Federal	\$24,850	
Applicant	\$0	
State	\$0	

Local	\$0	<b>17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?</b>
Other	\$0	
Program Income	\$0	
TOTAL	\$24,850	
N		
<b>18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS REQUIRED.</b>		

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BJA FY 18 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation 2018-H3025-MT-DJ



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- Application submitted on 08/08/2018

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

**A JOINT RESOLUTION ADOPTING  
THE INTERLOCAL AGREEMENT  
FOR DIVISION OF  
THE 2018 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD**

**City of Great Falls Resolution No. \_\_\_\_  
Cascade County Resolution No. 18-75  
Application # 2018-H3025-MT-DJ**

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

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

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

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

**WHEREAS**, the total amount of the 2018 Byrne Justice Assistance Grant (JAG) Program Award (hereafter “the JAG Award”) is \$24,850; and

**WHEREAS**, the City and County desire to split the grant fund \$14,910 to City / \$9,940 to Cascade County and to use such funds for the purchase of forensic evidence drying cabinets (GFPD); and Watchguard Body Worn Camera equipment (CCSO)

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

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

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

**1. Purpose of Agreement**

In accordance with MCA § 7-11-105(1), the purpose of this agreement is to provide both parties with a share of the 2018 JAG Award for the purchase of forensic evidence drying cabinets and WatchGuard Body Worn Cameras. The parties do not intend to create any obligations express or implied other than those set out herein.

**2. Duration**

In accordance with MCA § 7-11-105(1) the agreement shall be immediately effective upon its execution by the respective governing bodies of Cascade County and the City of Great Falls. This agreement shall terminate in conjunction with the JAG Award on September 30, 2021.

**3. No Separate Legal Entity Created**

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

**4. Distribution of Assets**

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

**5. Unilateral Termination**

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

**6. Amendment**

Except as otherwise expressly provided herein, this interlocal agreement may not be amended except by a written agreement of the undersigned parties, in conformance with the requirements of the



Montana Interlocal Cooperation Act, codified at Title 7 Chapter 11, Par 1, Mont. Code Ann, and as such statutes may hereafter be amended.

**7. Time of Essence**

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

**8. Severability**

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

**9. Merger**

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

**10. Construction**

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

**11. Liability Claims**

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

**12. Third Party Beneficiaries**

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

**13. Assent**

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

PASSED AND ADOPTED by the City commission of the City of Great Falls, Montana on this \_\_\_\_\_ day of \_\_\_\_\_, 2018

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

ATTEST:

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

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT

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

PASSED AND ADOPTED by the Board of County Commission, Cascade County, Montana on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Jane Weber, Chair

\_\_\_\_\_  
Joe Briggs, Commissioner

\_\_\_\_\_  
Jim Larson, Commissioner

APPROVED FOR LEGAL CONTENT\*

\_\_\_\_\_  
Carey Haight \*  
Deputy Cascade County Attorney

Attest

On this 25<sup>th</sup> day of Sep, 2018, I hereby attest the above-written signature of the Board of Cascade County Commissioner



\_\_\_\_\_  
Rina Ft. Moore, County Clerk and Recorder

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



**Item:** Second Amended and Restated Interlocal Agreement for Creating Montana Firefighter Testing Consortium

**From:** Stephen Hester, Fire Chief

**Initiated By:** Members of Montana Firefighters Testing Consortium

**Presented By:** Stephen Hester, Fire Chief

**Action Requested:** Approve the Second Amended and Restated Interlocal Agreement for Creating Montana Firefighters Testing Consortium and authorize the City Manager to execute the Agreement.

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**Suggested Motion:**

1. Commissioner moves:

"I move that the City Commission (approve/ not approve) the Second Amended and Restated Interlocal Agreement for Creating Montana Firefighters Testing Consortium and (authorize/not authorize) the City Manager to execute said Agreement."

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

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**Staff Recommendation:**

Staff recommends that the City Commission approve the Second Amended and Restated Interlocal Agreement for Creating Montana Firefighters Testing Consortium and authorize the City Manager to execute the Agreement.

**Background:**

Montana Firefighters Testing Consortium (MFFTC) was officially formed in 1997 when the fire departments of five Montana municipalities agreed to conduct joint testing in order to create a pool of qualified applicants for the position of entry-level firefighter in those departments. Since 2001, MFFTC has conducted an annual testing process toward that end and the membership of MFFTC has expanded.

As of 2018, the MFFTC consists of the following members: Big Sky Fire Department, Billings Fire Department, Bozeman Fire Department, Butte Fire Department, Great Falls Fire Rescue, Helena Fire Department, Miles City Fire Department, Missoula Fire Department, Missoula Rural Fire District, Central Valley Fire and Havre Fire Department.



The design and purpose of the MFFTC has been to provide a nationally recognized entry-level firefighting testing process. MFFTC testing process provides fire service candidates with the opportunity to test for paid fire service organizations once a year. Additionally, the MFFTC saves each community or district involved the significant cost of conducting a separate testing. Those candidates who pass the test and meet the standard may apply for a job with any of the 11 MFFTC members. The candidate list is good until the next test.

The annual MFFTC membership cost to the City of Great Falls is \$1200.00 to pay for the test equipment upkeep, logistics support for the staff working at the Consortium Test, the venue at which the testing is held, insurance, and other costs associated with the testing process. The City also contributes as least 4 staff members who attend meetings and assist with conducting the test.

Workload Impacts: Along with the funds saved for the City to administer its own test, each department contributes staffing to administer the test. It takes at least 50 staff members from the participating communities to administer the test. This includes the written exam, setting up the test venue, proctors, logistics staff and overall quality assurance oversight.

Purpose: The purpose of this Agreement is to set forth the general and statutorily required terms of the operation and financing the Consortium, which shall be responsible for the Member's undertaking of a joint program for the identification of qualified candidates for consideration in hiring for the position of entry-level firefighters.

Project Work Scope: The Agreement has been second amended and restated to meet the current legal needs and demands of the Consortium. It also revised unclear language and underwent legal review by the Member's legal advisor's. The MFFTC Attorney coordinated the corrections and changes, met with all members, and authored the Agreement which was voted upon and approved by the membership.

Conclusion: The MFFTC has a long history of Montana Fire Service working collaboratively to improve an important process to test entry-level firefighters with a nationally recognized test. It has succeeded over the last 21 years on providing quality, qualified candidates the fire services that it serves. This agreement, if approved, would allow the City of Great Falls to continue to participate in the Montana Firefighters Testing Consortium.

**Fiscal Impact:**

Annual dues for MFFTC membership: \$1200.00

**Alternatives:**

Withdraw from the Consortium and direct GFFR to conduct a written and physical fitness test.

**Concurrences:**

The Second Amended and Restated Interlocal Agreement for Creating Montana Firefighters Testing Consortium has been reviewed and approved by the City Attorney, Great Falls Fire Rescue Chief and the Human Resources Department.

ATTACHMENTS:

- ▢ Second Amended and Restated Interlocal Agreement for Creating MFFTC

**INTERLOCAL AGREEMENT  
FOR CREATING  
MONTANA FIREFIGHTERS TESTING CONSORTIUM  
Second Amended and Restated**

This Second Amended and Restated Interlocal Agreement (“Agreement”) is made in the state of Montana by public agencies organized and existing under the laws of the state of Montana and which are signatories to this Agreement (“Members”).

**RECITALS**

**WHEREAS**, Article XI, Section 7 of the Montana Constitution provides that a local government unit may (a) cooperate in the exercise of any function, power, or responsibility with, (b) share the services of any officer or facilities with, (c) transfer or delegate any function, power, responsibility, or duty of any officer to one or more other local government units, school districts, the state, or the United States.

**WHEREAS**, Montana’s Interlocal Cooperation Act provides that its purpose is to permit local governmental units to make the most efficient use of their powers by enabling them to cooperate with other local governmental units on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities (Montana Code Annotated § 7-11-102).

**WHEREAS**, Montana’s Interlocal Cooperation Act further provides that one or more public agencies may contract with any one or more other public agencies to perform any administrative service, activity, or undertaking or to participate in the provision or maintenance of any public infrastructure facility, project, or service (Montana Code Annotated § 7-11-104).

**WHEREAS**, a public agency is any political subdivision, including municipalities, counties, and fire districts (Montana Code Annotated § 7-11-103).

**WHEREAS**, the Members each provide fire protection services and each is responsible for hiring qualified firefighters.

**WHEREAS**, each Member has its own recruiting and hiring processes, and would otherwise at various times have to conduct expensive and time-consuming testing.

**WHEREAS**, the duties of firefighters for each Member, as determined by a task analysis, are similar.

**WHEREAS**, the Members would all benefit in terms of efficiency and economy by consolidating their recruiting and testing efforts for firefighter candidates by establishing a pool of qualified firefighter candidates for consideration in hiring.

**NOW THEREFORE**, in consideration of the covenants and mutual benefits described herein, the Members agree as follows:

**I. DEFINITIONS**

- A. **Board of Directors (the Board)**: The whole created by all of the sets of two Member Representatives of each Member; see also Section III (B).
- B. **Candidate**: Any person who has timely paid the application fee and submitted a complete application to take the Test.
- C. **Consortium**: The Montana Firefighters Testing Consortium.

- D. **Test:** The combined physical and written test offered annually by the Consortium.
- E. **Member:** Any public agency, as defined by Montana Code Annotated § 7-11-103, including a municipality, fire district, fire service area, local government, or other political subdivision which is both (1) a signatory of this Agreement, or any amended versions thereof, and (2) in compliance with the terms of this Agreement, or any amended versions thereof, and with the membership requirements set forth in the Consortium’s bylaws or any subsequent amendments thereof.
- F. **Member Representative:** One of two individuals designated by a Member to represent the Member’s interests at meetings of the Consortium.

**II. DURATION**

The duration of this Agreement shall be perpetual unless terminated by the Members in accord with Section VII (E) below.

**III. CREATION OF THE AUTHORITY**

- A. Pursuant to the Interlocal Cooperation Act, a public entity, separate and distinct from the parties hereto, is hereby created and shall henceforth be known as the *Montana Firefighters Testing Consortium* (“the Consortium”).
- B. The Consortium shall be administered by a joint board of two representatives from each Member (“Member Representatives”). This joint board shall be called the Board of Directors (“the Board”), which shall be responsible for effectuating this Agreement.

**IV. PURPOSE**

The purpose of this Agreement is to set forth the general and statutorily required terms of operation and financing the Consortium, which shall be responsible for the Members’ undertaking of a joint testing program for the identification of qualified candidates for consideration in hiring for the position of entry-level firefighter.

**V. GOALS**

The goals of the Consortium are as follows:

- A. To develop, establish, and modify, as the Board deems necessary, operational policies, protocols, and procedures to achieve the purpose of this Agreement;
- B. To implement and coordinate the financial, operational, and procedural aspects of the Test application and testing processes, procedures, and protocols;
- C. To share in the costs of administering this Agreement and achieving its purpose;
- D. To provide for the consistency of administration of the application and testing processes; and
- E. To create a list of qualified candidates after each testing cycle from which each Member may select candidates to interview and possibly hire for the position of entry-level firefighter.

**VI. FINANCING**

- A. The Members shall be responsible to share equally in the costs related to this Agreement, including administering and coordinating the Test application and testing processes.
- B. The Board shall be responsible for establishing a budget each fiscal year, which shall run from July 1 through June 30 of the following year.
- C. Sources of funding may include the following:
  - 1. **Dues:** Each Member, as a condition of membership, must pay its initial membership dues and its annual dues.

- a. The amount each new Member shall be required to pay as its initial membership dues, as well as the amount of the annual dues any Member shall be required to pay, shall be as set from time to time by a simple majority vote of the Board.
- b. The Board may set reduced initial membership dues and reduced annual dues for Members whose financial circumstances, in the Board's sole discretion, warrant such a reduction.
- 2. Fees: Additional funding of the Consortium is also derived from the Test application fees received from Candidates.
- 3. The Consortium may also from time to time apply for and receive other sources of revenue, such as grant funds.

**VII. TERMINATION**

- A. A Member may withdraw from the Consortium and this Agreement by giving the Board 60 days' written notice of the intent to withdraw.
- B. Any Member whose withdrawal would otherwise become effective 30 days or less before the scheduled Test shall not be permitted to withdraw until after the Test is completed, including tear down, and shall be required to participate, assist, and staff the testing in the same manner and effect as if the Member had not submitted notice of the intent to withdraw.
- C. When a Member withdraws, this Agreement shall remain in full force and effect with regard to the remaining Members.
- D. So long as at least two Members remain parties to this Agreement, the Consortium shall continue to operate.
- E. This Agreement may be completely terminated at any time upon the vote of 100% of the Members' governing bodies.
- F. The Consortium shall continue to exist and operate after complete termination, however, for the purpose of retiring any debt, including paying any remaining bills for operational expenses, disposing of all claims, selling all real and personal property in accord with Section VIII (B) herein, and distributing all assets equally, including cash accounts, and performing all other functions necessary to conclude the affairs of the Consortium.
- G. Following complete termination of this Agreement, Members who were Members on the date the vote in favor of terminating the Agreement was made may be required to pay an assessment to the Consortium, as determined by the Board, to enable final disposition of all remaining balances due for operational expenses and other minor costs of doing business.

**VIII. PROPERTY**

- A. The real or personal property owned by the Consortium shall be owned proportionally by the Members, regardless of when they become Members. A Member which withdraws from the Consortium foregoes all interest it has in the Consortium's real or personal property so long as the Consortium continues to operate.
- B. In the case of the complete termination of this Agreement in accord with Section VII (E), any real or personal property owned by the Consortium shall be sold at fair market value and the proceeds, if any remain after disposition of all remaining balances due for operational expenses and the other minor costs of doing business, shall be divided equally, distributed, and deposited to the general funds of each of the Members who were Members on the date of the vote in favor of terminating this Agreement was made.

**IX. PARTIES TO THIS AGREEMENT**

- A. Each Member, as a party to this Agreement, certifies that it intends to and does contract with, for the purposes and to the extent as herein provided, all other parties who are signatories of this Agreement, or may later become signatories of this Agreement.
- B. The addition of any new Member to this Agreement shall constitute an Amendment

subject to the requirements of Section XIII.

- C. Each Member further certifies that a Member's voluntary termination of this Agreement as to its own participation as a Member, as well as a Member's involuntary removal as party to this Agreement for failure to meet the Member's Responsibilities, as set forth in Section XI herein, shall not affect this Agreement nor the remaining Members' intentions to work cooperatively to achieve the goals and objectives set forth herein.

**X. CONSORTIUM RESPONSIBILITIES AND OBLIGATIONS**

- A. Prior to each Test, the Board shall select and hire an independent consultant to validate each Member's job descriptions and requirements for the position of entry-level firefighter.
1. Validation consists of comparing job descriptions, job analysis questionnaire results, and the CPAT, or such other similar test as the Board may adopt, for compatibility of activities.
  2. All Members must use the same validation procedures.
- B. The Board shall purchase and maintain liability insurance with liability limits of \$1,500,000 per occurrence and \$3,000,000 aggregate per policy year. The insurance shall name each Member as an additional insured and shall cover the Board of Directors, Members and their employees, and volunteers. The Board Chairperson shall provide a copy of the current insurance policy to each Member at the beginning of each policy year.
- C. The Board shall adopt bylaws, which shall be consistent with this Agreement and the law, and shall set forth the operational and procedural policies, protocols, and guidelines necessary to implement the Agreement's terms and achieve the Consortium's purpose and goals, including the creation of an Executive Committee, which shall handle the day-to-day business of the Consortium and which shall have powers as more particularly described in the bylaws. At a minimum, the bylaws shall provide as follows:
1. The Officers of the Consortium shall be a chairperson, a vice-chairperson, a secretary, and a treasurer. The latter two officer positions may be combined and the offices filled by one Member Representative.
  2. Officers shall be selected from the Member Representatives, except that the secretary position or the combined secretary-treasurer position may be filled by an independent contractor selected by the Board.
  3. A quorum exists when a simple majority of the Member Representatives are present, either in person, by telephonic or other electronic means, such that they can hear, be heard, and meaningfully participate.
  4. A vote of a simple majority at a meeting where a quorum is present shall constitute the action of the Board.
  5. Minutes shall be taken at all meetings.
  6. The treasurer shall provide all necessary administrative and accounting functions for the Board and shall have the custody of and disburse funds. The treasurer may delegate disbursing authority to such persons as may be authorized by the Board to perform the disbursement function.
  7. As a deliberative body, the Consortium will follow basic standards of parliamentary procedure in the conduct of all its meetings, and *Robert's Rules of Order* and *Mason's Manual of Legislative Procedure* may be used for general guidance at any meeting.
  8. All Board meetings shall be noticed, held, and conducted in compliance with the Open Meeting and Notice statutes of the state of Montana.
  9. The adoption of the bylaws and any amendments to the bylaws shall be consistent with this Agreement and the law and shall be accomplished by an affirmative written ballot of a simple majority or more of the Member Representatives.
  10. Each Member and Member Representative shall receive a copy of the bylaws or any amendments thereof.
  11. The Consortium shall abide by all applicable local, state, and federal laws and regulations.

**XI. MEMBER RESPONSIBILITIES**

Members have the following responsibilities:

- A. To share equally in the cost of accomplishing the Consortium's purpose and goals, including the costs of coordinating and administering the Test.
- B. To provide, at their own expense, personnel to assist in coordinating and administering the Test, including providing personnel to staff both components of the Test.
- C. To pay their own costs in the validation of their own job descriptions and requirements for the position of entry-level firefighter.
- D. In the case of a new Member, to promptly pay the initial membership fee, as shall be established by the Board.
- E. To promptly pay their annual dues as the Board shall set from time to time.
- F. To regularly attend and meaningfully participate in all meetings and in every testing event.

**XII. CONSORTIUM RIGHTS**

- A. The Board, in its sole discretion, shall determine the type of testing it will use to identify qualified candidates for consideration for hiring for the position of entry-level firefighter, including the testing processes, procedures, protocols, instruments, and equipment to be used.
- B. The Board, in its sole discretion, shall determine the intervals at which the testing will be offered, the location at which the testing will take place, and the number of candidates it will allow to take part in the testing.
- C. The Board, in its sole discretion, shall determine the number of meetings which are necessary, as well as the date, time, and location of all meetings.
- D. The Board, in its sole discretion, shall determine the amount of annual dues which shall be paid by each Member and the date when due.
- E. The Board shall have the power to contract as needed to carry out the purpose of the Consortium and this Agreement.

**XIII. AMENDMENTS**

This Agreement may be amended at any time by a vote of a simple majority of the Members acting through their governing bodies. Amendments become effective when the Board receives written confirmation from a simple majority of the Members, through their Member Representatives, that their governing bodies have approved an amendment.

**XIV. EFFECTIVE DATE**

This Agreement shall be effective and binding upon a Member when its governing body becomes a signatory hereto.

**XV. FILING**

- A. In accord with Montana Code Annotated § 7-11-107, this Agreement shall be filed with the county clerk and recorder of the county or counties wherein each Member is situated and with the secretary of state. Upon the amendment of this Agreement, the amended version shall then be recorded as provided herein.
- B. The Board shall designate the person or persons who shall be responsible for the filing of this Agreement and any subsequent amended versions hereof.

**XVI. ASSIGNMENT**

Members may not assign any right, claim, or interest it may have as a consequence of being a party to this Agreement, and no creditor, assignee, or third party beneficiary of any Member shall have a right, claim, or title to any fund or asset of the Consortium.

**XVII. EXECUTION**

This Agreement shall be executed on behalf of the Member by its chief executive officer or chairperson and attested by its clerk or secretary, as appropriate, upon approval of the Agreement by the Member's governing body. This Agreement may be executed in multiple counterparts, each of which shall constitute one and the same document.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date subscribed hereto.

DATE: \_\_\_\_\_

**BIG SKY FIRE DISTRICT**

By: \_\_\_\_\_  
Signature of Chief Executive Officer/Chair

\_\_\_\_\_  
Printed Name of Chief Executive Officer/Chair

Its: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Signature of Clerk/Secretary

\_\_\_\_\_  
Printed Name of Clerk/Secretary

Its: \_\_\_\_\_

DATE: \_\_\_\_\_

**CENTRAL VALLEY FIRE DISTRICT**

By: \_\_\_\_\_  
Signature of Chief Executive Officer/Chair

\_\_\_\_\_  
Printed Name of Chief Executive Officer/Chair

Its: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Signature of Clerk/Secretary

\_\_\_\_\_  
Printed Name of Clerk/Secretary

Its: \_\_\_\_\_

DATE: \_\_\_\_\_

**CITY OF BILLINGS**

By: \_\_\_\_\_  
Signature of Chief Executive Officer/Chair

\_\_\_\_\_  
Printed Name of Chief Executive Officer/Chair

Its: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Signature of Clerk/Secretary

\_\_\_\_\_  
Printed Name of Clerk/Secretary

Its: \_\_\_\_\_

DATE: \_\_\_\_\_

**CITY OF BOZEMAN**

By: \_\_\_\_\_  
Signature of Chief Executive Officer/Chair

\_\_\_\_\_  
Printed Name of Chief Executive Officer/Chair

Its: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Signature of Clerk/Secretary

\_\_\_\_\_  
Printed Name of Clerk/Secretary

Its: \_\_\_\_\_



DATE: \_\_\_\_\_

**CITY-COUNTY OF BUTTE-SILVER BOW**

By: \_\_\_\_\_  
Signature of Chief Executive Officer/Chair

\_\_\_\_\_  
Printed Name of Chief Executive Officer/Chair

Its: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Signature of Clerk/Secretary

\_\_\_\_\_  
Printed Name of Clerk/Secretary

Its: \_\_\_\_\_

DATE: \_\_\_\_\_

**CITY OF GREAT FALLS**

By: \_\_\_\_\_  
Signature of Chief Executive Officer/Chair

\_\_\_\_\_  
Printed Name of Chief Executive Officer/Chair

Its: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Signature of Clerk/Secretary

\_\_\_\_\_  
Printed Name of Clerk/Secretary

Its: \_\_\_\_\_

DATE: \_\_\_\_\_

**CITY OF HAVRE**

By: \_\_\_\_\_  
Signature of Chief Executive Officer/Chair

\_\_\_\_\_  
Printed Name of Chief Executive Officer/Chair

Its: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Signature of Clerk/Secretary

\_\_\_\_\_  
Printed Name of Clerk/Secretary

Its: \_\_\_\_\_

DATE: \_\_\_\_\_

**CITY OF HELENA**

By: \_\_\_\_\_  
Signature of Chief Executive Officer/Chair

\_\_\_\_\_  
Printed Name of Chief Executive Officer/Chair

Its: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Signature of Clerk/Secretary

\_\_\_\_\_  
Printed Name of Clerk/Secretary

Its: \_\_\_\_\_

DATE: \_\_\_\_\_

**CITY OF MILES CITY**

By: \_\_\_\_\_  
Signature of Chief Executive Officer/Chair

\_\_\_\_\_  
Printed Name of Chief Executive Officer/Chair

Its: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Signature of Clerk/Secretary

\_\_\_\_\_  
Printed Name of Clerk/Secretary

Its: \_\_\_\_\_

DATE: \_\_\_\_\_

**CITY OF MISSOULA**

By: \_\_\_\_\_  
Signature of Chief Executive Officer/Chair

\_\_\_\_\_  
Printed Name of Chief Executive Officer/Chair

Its: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Signature of Clerk/Secretary

\_\_\_\_\_  
Printed Name of Clerk/Secretary

Its: \_\_\_\_\_

DATE: \_\_\_\_\_

**MISSOULA RURAL FIRE DISTRICT**

By: \_\_\_\_\_  
Signature of Chief Executive Officer/Chair

\_\_\_\_\_  
Printed Name of Chief Executive Officer/Chair

Its: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Signature of Clerk/Secretary

\_\_\_\_\_  
Printed Name of Clerk/Secretary

Its: \_\_\_\_\_



**Item:** Two New 2019 Single Axle Cab & Chassis Dump Box Trucks

**From:** Doug Alm, Vehicle Maintenance Manager

**Initiated By:** Public Works Department

**Presented By:** Jim Rearden, Public Works Director

**Action Requested:** Approve Purchase

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**Suggested Motion:**

1. Commissioner moves:

"I move that the City Commission (approve/reject) the purchase of two new 2019 Kenworth T470 single axle cab & chassis dump box trucks for \$243,210, including trade-ins, from Motor Power Great Falls, Inc., through Sourcewell."

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

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**Staff Recommendation:**

Staff recommends that the City Commission approve the purchase of two new 2019 Kenworth T470 single axle cab & chassis dump box trucks from Motor Power Great Falls, Inc., for a total of \$243,210, including trade-ins.

**Background:**

Purpose

These single axle cab & chassis dump box trucks will be used in the Street Division primarily for snow and ice control but will also be used to assist in other maintenance efforts.

Evaluation and Selection Process

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

Conclusion

The bid specifications from Sourcewell meet specifications for the single axle cab & chassis trucks.

**Fiscal Impact:**

Staff recommends accepting the trade-in offer of \$37,000 from Motor Power Great Falls, Inc., for the City's 2009 Freightliner, VIN #1FVAC3DJ3ADAN3552, mileage 56,730, Unit #816; and 2009 Freightliner, VIN #1FVAC3DJ9ADAN3555, mileage 56,637, Unit #820.

Due to emission issues, the current vehicles' engines derate. This leaves the vehicles' engines with no power causing them to shut down. These trucks are the City's front-line snow removal units and as such are critical to the winter time operations of the Street Division. This issue was discussed during the FY 2018 Budget process. Funds for this unscheduled purchase would come from the ERS (Equipment Revolving Schedule).

**Alternatives:**

The City Commission could vote to reject the purchase of two new 2019 single axle cab & chassis dump box trucks.

ATTACHMENTS:

- ▣ Motor Power GF Quote
- ▣ Acceptance and Award Kenworth
- ▣ Form G Proposal Evaluation

# MOTOR POWER GREAT FALLS, INC.



**KENWORTH**

4732 TRI HILL FRONTAGE ROAD - P.O. BOX 2264 - GREAT FALLS, MT 59403

Friday, September 21, 2018

Doug Alm  
City Of Great Falls  
1025 25th Ave NE  
Great Falls, MT 59403

Dear Doug,

NJPA Cooperative Government and Municipality Purchase Program

Kenworth NJPA Contract Number: 0181716-KTC

City of Great Falls Member Number: 16787

Proposal for purchase of (2) 2020 Kenworth T470 single axle dump trucks, please note that depending on the order date and the production date, these units could arrive at the body company as early as March 2018. The chassis is detailed in the following build prospectus. Pricing is guaranteed and protected under the current NJPA program, no federal excise tax has been applied due to the exempt status of the City of Great Falls.

Installation of the body included in unit cost.

NJPA contracted purchase price: \$89,800.00 per unit

Body Installation by 3V \$50,305.00 per unit

Total of Chassis upfitted \$140,105.00 per unit

Trade of 2009 Freightliner Dump truck: (\$18,500.00) per unit

**Total Unit Cost \$121,605.00 per unit Extended (2) \$243,210.00**

Please review all the accompanying information and contact me with any questions.

Sincerely,

  
Craig Sievertsen

Sales  
Motor Power Equipment Co.



**FORM E**  
**CONTRACT ACCEPTANCE AND AWARD**



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

NJPA Contract #: 081716-KTC

Proposer's full legal name: Kenworth Truck Company, a Division of PACCAR Inc.

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

The effective date of the Contract will be November 15, 2016 and will expire on November 15, 2020 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

**NJPA Authorized Signatures:**

  
\_\_\_\_\_  
NJPA DIRECTOR OF COOPERATIVE CONTRACTS  
AND PROCUREMENT/CFO SIGNATURE

Jeremy Schwartz  
(NAME PRINTED OR TYPED)

  
\_\_\_\_\_  
NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette  
(NAME PRINTED OR TYPED)

Awarded on November 15, 2016

NJPA Contract # 081716-KTC

**Vendor Authorized Signatures:**

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

Vendor Name KENWORTH TRUCK COMPANY

Authorized Signatory's Title ASSISTANT GENERAL MANAGER

  
\_\_\_\_\_  
VENDOR AUTHORIZED SIGNATURE

JASON P. SKOOG  
\_\_\_\_\_  
(NAME PRINTED OR TYPED)

Executed on 11/21, 2016

NJPA Contract # 081716-KTC





**NOTICE OF AWARD TO KENWORTH TRUCK COMPANY,  
A DIVISION OF PACCAR INC.  
Request for Proposal #081716  
CLASS 6, 7, AND 8 CHASSIS WITH RELATED EQUIPMENT,  
ACCESSORIES AND SERVICES**

November 15, 2016

Kenworth Truck Company, a Division of PACCAR Inc.  
10630 N.E. 38<sup>th</sup> Place  
Kirkland, WA 98033

Dear Mr. Kleespies:

Congratulations! You have been awarded an NJPA national contract for procurement of "Class 6, 7, and 8 Chassis with Related Equipment, Accessories and Services." Your proposal was accepted, deemed responsive, evaluated, and recommended for award by NJPA's Evaluation Committee as a solution to meet our members' needs. NJPA's Chief Procurement Officer and the Executive Director have approved a contract award to Kenworth Truck Company, a Division of PACCAR Inc., and this award will be effective on the date stated in the Acceptance and Award document.

This award means that you are now an "NJPA Awarded Contract Vendor" and are part of a select group of world-class vendors. We have attached the NJPA Acceptance and Award. Please check to make sure that your organization's authorized representative has signed this document and has provided a fully executed copy to NJPA.

Jed Klein is your NJPA Contract Administrator and will be contacting you soon to discuss plans to make this contract a success for you and our members. Here is Jed's contact information.

Office Phone: 218-895-4169  
Cell Phone: 218-232-5643  
Email: jed.klein@njpacoop.org

Sincerely,

Jonathan Yahn  
Contracts and Compliance Manager

cc: Jed Klein

202 12<sup>th</sup> Street NE • P.O. Box 219 • Staples, MN 56479

**Form C**

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



Company Name: Kenworth Truck Company, Division of PACCAR Inc.

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

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
3.35/10	Warranty:	Kenworth Truck Company offers a limited basic vehicle warranty and extended warranties in lieu of manufacturer warranties. The terms and conditions of these warranties generally meet or exceed the warranties offered by other truck manufacturers.	Accepted as clarification.
3.36/10	Additional Warrants:	Kenworth Truck Company agrees to accept sole source responsibility for the vehicle and component parts warranted by Kenworth. Kenworth cannot accept responsibility for parts which are separately warranted (e.g. body installations, engines other than PACCAR branded engines). Typically, the Kenworth dealer will work with the responsible manufacturer or service supplier to rectify a defect or performance issue. Or, if desired, the Kenworth dealer will designate a point of contact for the NJPA member.	Accepted as clarification.
7.7/28	Awarded Vendors must report at least quarterly the total gross dollar volume of all products and services purchased by NJPA Member as it applies to this RFP and Contract. This report must include the name and address of the purchasing agency, Member number, amount of purchase, and description of the items purchased.	Kenworth dealers will report the total gross dollar, member name and address, member number, description of the items purchased, copy of member P.O. and full Kenworth dealer invoice to member monthly or at least quarterly. In addition, Kenworth Truck Company will report quarterly the selling Kenworth dealer name, member name, and Kenworth vehicle number (last 6 of the VIN) and send with the NJPA fee.	Accepted as clarification.

Form C.


Proposer's Signature:

[Redacted Signature]

Date:

8/26/2016

NJPA's clarification on exceptions listed above:







**Form G**  
**Class 6, 7, and 8 Chassis with Related Equipment, Accessories, and Services**

	Possible Points	Autocar, LLC	Bayshore Ford Truck Sales, Inc	Birmingham Freightliner, LLC	Hiab USA Inc	I-State Truck, Inc	Kenworth Truck Company	Long Lewis Western Star	Los Angeles Truck Centers	National Auto Fleet Group	Navistar, Inc.	Palmer Trucks, Inc	Peterbilt Motors Company	RWC International, LTD	Volvo Group North America
<b>Conformance to Terms/ Conditions to Include Documentation</b>	50	38	38	34		36	43	32	34	39	40	40	41	35	43
<b>Pricing</b>	400	306	276	255		285	339	242	269	331	328	306	325	281	336
<b>Financial, Industry and Marketplace Successes</b>	75	58	42	44		45	61	43	47	59	62	52	62	47	61
<b>Bidder's Ability to Sell/ Service Contract Nationally</b>	100	83	43	44		45	88	41	44	77	88	49	87	52	88
<b>Bidder's Marketing Plan</b>	50	40	30	30		30	40	27	32	40	41	36	32	37	43
<b>Value Added Attributes</b>	75	59	42	41		44	59	44	41	61	59	52	59	48	62
<b>Warranty Coverages and Information</b>	50	43	41	37		39	46	39	37	41	45	41	43	41	45
<b>Selection and Variety of Products and Services Offered</b>	200	156	121	124		132	170	111	127	179	165	127	159	121	151
<b>Total Points</b>	<b>1,000</b>	<b>782</b>	<b>633</b>	<b>610</b>		<b>656</b>	<b>845</b>	<b>579</b>	<b>632</b>	<b>826</b>	<b>827</b>	<b>702</b>	<b>809</b>	<b>661</b>	<b>829</b>
<b>Rank Order</b>		<b>6</b>	<b>10</b>	<b>12</b>		<b>9</b>	<b>1</b>	<b>13</b>	<b>11</b>	<b>4</b>	<b>3</b>	<b>7</b>	<b>5</b>	<b>8</b>	<b>2</b>

Ginger Lina, CPPB, NJPA

Jonathan Mahn, JD, NJPA

Chris Robinson, JD, NJPA

Gregg Meierhofer, CPPO, NJPA

Keith Hanson, CPA, NJPA

Kim Austin, NJPA



**Item:** Professional Services Agreement: Septage Receiving Facility and Dewatering Pump Replacement project, O.F. 1731.1

**From:** Engineering Division

**Initiated By:** Public Works Department

**Presented By:** Jim Rearden, Public Works Director

**Action Requested:** Approve Professional Services Agreement for Septage Receiving Station and Dewatering Pump Replacement project, O.F. 1731.1.

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**Suggested Motion:**

1. Commissioner moves:

"I move the City Commission (approve/not approve) a Professional Services Agreement in the amount of \$134,509.00 to HDR Engineering, Inc. for the Septage Receiving Station and Dewatering Pump Replacement project, and authorize the City Manager to execute the contract documents."

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

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**Staff Recommendation:**

Approve Professional Services Agreement with HDR Engineering, Inc.

**Summary:**

The City is contracting with HDR to provide engineering and construction management services for the design and construction of a septage receiving station and replacement of two dewatering pumps within the Waste Water Treatment Plant (WWTP).

**Background:**

The Environmental Protection Agency's (EPA) audit, conducted in 2015, of the City's industrial pretreatment program indicated the Trucked and Hauled Waste (THW) Sector Control Program needed additional development in order to protect the City's treatment plant.

The THW Sector is made up of primarily independent septic haulers, currently nine customers who regularly haul from the City and surrounding county. Septic haulers are responsible for providing

samples to WWTP personnel to determine the contents of each load. The load is then disposed of directly into a sewer manhole located along the roadway within the WWTP property.

A feasibility study was conducted to determine the best method to receive this waste product and a site to construct it. It was determined that a receiving station was the best option with the capabilities to receive Fat, Oil, and Grease (FOG) waste at a later time.

City Environmental Division and Engineering Staff will perform contract administration duties throughout the project.

HDR will design a septage receiving station that will comply with both the EPA and Montana Department of Environmental Quality (MDEQ) regulations. The Consultant's professional service agreement includes designing a receiving station that:

- Is a safer more secure way to unload waste, minimizing the risk of spills and contamination to the surrounding area.
- Requires a card reader in order to know the identity of each hauler using the station.
- Automated sampling to determine contents of each load of waste.
- A magnetic flow meter to give an accurate quantity of each load.
- Has HVAC and electric heat for year round operation.
- Has internal and external plumbing to provide wash water to clean both inside and outside of the building and surrounding area.
- Spill containment area for added protection.

The Consultant will also provide recommendations and design services for replacement of two dewatering pumps located in the WWTP.

This project is needed to comply with both the EPA and MDEQ regulations, provide a safer and more accurate way to handle waste generated by septic haulers, and replace two aging pumps that are requiring increased maintenance and are very difficult to access.

**Fiscal Impact:**

This project is being funded through the Sanitary Sewer Fund.

**Alternatives:**

The City Commission could vote to not approve the Professional Services Agreement and risk penalties from the EPA. If denied, the City would need to continue making repairs to the aging pumps.

ATTACHMENTS:

- Professional Services Agreement
- Scope of Services

## PROFESSIONAL SERVICES AGREEMENT

**THIS AGREEMENT** is made and entered into by and between the **CITY OF GREAT FALLS, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 5021, Great Falls, Montana 59403-5021, hereinafter referred to as "City," and HDR Engineering, Inc., 700 SW Higgins, Suite 200, Missoula Montana, 59803.

In consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency whereof being hereby acknowledged, the parties hereto agree as follows:

**1. Purpose:** City agrees to hire Consultant as an independent contractor to perform for City services described in the Scope of Services attached hereto as Exhibit "A" for a Septage Receiving Facility and Dewatering Pump Replacement, O. F. 1731.1 and by this reference made a part hereof.

**2. Term of Agreement:** This Agreement is effective upon the date of its execution through December 31, 2019. Both parties reserve the right to cancel this Agreement by providing a written thirty (30) day notice to the other party. The parties may extend this agreement in writing prior to its termination.

**3. Scope of Work:** Consultant will perform the work and provide the services in accordance with the requirements of the Scope of Services.

**4. Payment:** City agrees to pay Consultant an amount not to exceed One Hundred Thirty Four Thousand Five Hundred Nine and  $\frac{00}{100}$  Dollars, (\$134,509.00) for services performed pursuant to Exhibit A - Scope of Services. Consulting services will be completed on the basis of time and material at the rates indicated in Exhibit A. Any alteration or deviation from the described work that involves extra costs will be performed by Consultant after written request by the City, and will become an extra charge over and above the contract amount. The parties must agree upon any extra charges in writing.

**5. Independent Contractor Status:** The parties agree that Consultant is an independent contractor for purposes of this Agreement and is not to be considered an employee of the City for any purpose. Consultant is not subject to the terms and provisions of the City's personnel policies handbook and may not be considered a City employee for workers' compensation or any other purpose. Consultant is not authorized to represent the City or otherwise bind the City in any dealings between Consultant and any third parties.

Consultant shall comply with the applicable requirements of the Workers' Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA. Consultant shall maintain workers' compensation coverage for all members and employees of Consultant's business, except for those members who are exempted by law.

Consultant shall furnish the City with copies showing one of the following: (1) a binder for workers' compensation coverage by an insurer licensed and authorized to provide workers'

compensation insurance in the State of Montana; or (2) proof of exemption from workers' compensation granted by law for independent contractors.

6. **Indemnification:** To the fullest extent permitted by law, Consultant shall fully indemnify, defend, and save City, its agents, representatives, employees, and officers harmless from and against any and all claims, actions, costs, fees, losses, liabilities or damages of whatever kind or nature to the extent caused by and arising from or related to Consultant's negligent or intentional acts in the performance of this Agreement and Consultant's work on the Project or work of any subcontractor or supplier to Consultant.

7. **Insurance:** Consultant 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." Consultant 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 Consultant, the various acts of subcontractors, the City and its officers, employees, agents, and representatives from claims for bodily injury and/or property damage which may arise from operations and completed operations under this Agreement. All insurance coverage shall remain in effect throughout the life of this Agreement and for a minimum of one (1) year following the date of expiration of Consultant's warranties. All insurance policies must contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least thirty (30) days prior written notice has been given to Consultant, City, and all other additional insureds to whom a certificate of insurance has been issued. 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	NA
3.	Automobile Liability	\$1,000,000 combined single limit
4.	Workers' Compensation	Not less than statutory limits
5.	Employers' Liability	\$1,000,000
6.	Professional Liability (E&O) (only if applicable)	\$1,000,000 per claim \$2,000,000 aggregate

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





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.

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

**12. Modification and Assignability:** This document contains the entire agreement between the parties and no statements, promises or inducements made by either party or agents of either party, which are not contained in this written Agreement, may be considered valid or binding. This Agreement may not be enlarged, modified or altered except by written agreement signed by both parties hereto. The Consultant may not subcontract or assign Consultant's rights, including the right to compensation or duties arising hereunder, without the prior written consent of City. Any subcontractor or assignee will be bound by all of the terms and conditions of this Agreement.

**13. Ownership and Publication of Materials:** All reports, information, data, and other materials prepared by the Consultant pursuant to this Agreement are the property of the City. The City has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or part, information relating thereto. Any re-use without written verification or adaptation by the Consultant for the specific purpose intended will be at the City's sole risk and without liability or legal exposure to the Consultant. No material produced in whole or in part under this Agreement may be copyrighted or patented in the United States or in any other country without the prior written approval of the City.

**14. Liaison:** City's designated liaison with Consultant is Richard Johnson and Consultant's designated liaison with City is Ken Demmons.

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

**16. Binding:** This Agreement and all of the covenants hereof shall inure to the benefit and be binding upon the City of Great Falls and the Consultant respectively and their partners, successors, assigns and legal representatives. Neither the City nor the Consultant shall have the right to assign, transfer or sublet their interest or obligations hereunder without written consent of the other party.

17. **Amendments:** Any amendment or modification of this Agreement or any provisions herein shall be made in writing and executed in the same manner as this original document and shall after execution become a part of the Agreement.

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

**CITY OF GREAT FALLS, MONTANA**

**CONSULTANT**

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

Date \_\_\_\_\_

By \_\_\_\_\_  
Print Name Jared Harris

Title Vice President

Date 10.3.18

**ATTEST:**

(Seal of the City)

\_\_\_\_\_  
Lisa Kuntz, City Clerk

**\* APPROVED AS TO FORM:**

By \_\_\_\_\_  
Sara 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

**CITY OF GREAT FALLS  
SEPTAGE RECEIVING FACILITY AND DEWATERING PUMP REPLACEMENT**

**SCOPE OF SERVICES**

**Scope.** This scope of services includes design of the new Septage Receiving Facility, obtaining Montana Department of Environmental Quality (MDEQ) approval, submitting permit applications to City Planning, and bidding and construction phase services. Drawings and specifications will be prepared for bidding and construction purposes as well as for MDEQ and City Planning Department approval. Once the project is awarded to a contractor, submittal review, on-site observation, and construction management services will be provided. On completion of the new facility, record drawings will be prepared and a follow up warranty inspection will be performed.

To develop the scope the following assumptions were made as to the design of the Septage Receiving Facility:

- Approximately 160 square-foot building constructed of CMU blocks with brick veneer and a metal roof
- Building foundations are assumed to consist of cast-in-place concrete spread footings supported on the existing site soils or improved subgrade (i.e. structural fill).
- HVAC system will provide 12 air changes per hour when required for maintenance activities
- Heating of the facility will be provided by an electric heater unit located inside the building
- Building will not require a fire sprinkler system
- Building will not require a security monitoring system

In addition, HDR will evaluate and provide recommendations and design services for replacement of two dewatering pumps (DW-1 and DW-2) at the WWTP.

**TASK 100 – DESIGN PHASE – 90% AND FINAL SUBMITTAL**

This task includes design work for the new Septage Receiving Facility and includes proceeding to a 90% design submittal utilizing Option 2 of the Preliminary Engineering Report dated February 2018 titled Septage Receiving Facility and Fats, Oil and Grease (FOG) Feasibility Study.

The design sets will consist of contract documents utilizing HDR's standard format, technical specifications, and construction drawings. The construction drawings and specifications will include details for site layout, underground utilities, building design, and septage receiving equipment. Space for a FOG facility, including a storage tank, will be included as part of the site layout design for possible future construction.

A final design package will be prepared and submitted to MDEQ and City Planning for approval. The City of Great Falls will be responsible for MDEQ and Planning review fees. The submittal package will include drawings, specifications, and a design report. Review comments from both the MDEQ and City Planning will be addressed, and a final bidding document package will be prepared. A revised construction cost estimate will be submitted to the City with the completion of this phase.

It is anticipated the Septage Receiving Facility will include the following equipment;

- Access card reader and control system
- Automatic sampler
- Actuated control valve
- Magnetic flow meter
- Electrical service connection and internal wiring

- HVAC system
- Electric heater unit
- Inlet and process piping and manhole
- Internal and external plumping for spray down wash water hose bibs
- Spill containment area

### **1.1 Project Management**

Resource scheduling, management, and coordination with the City and WWTP staff. Prepare invoice progress reports, schedule and cost management and coordination with design team.

### **1.2 Meetings**

A design kickoff meeting will be conducted with the City to confirm station configuration (Option 2 from the PER), equipment, DEQ requirements, design and construction schedule and screening alternatives.

After submittal of the 90% package, a design review meeting will be conducted to discuss and resolve comments. City comments received from the review of the 90% submittal will be addressed and incorporated into final drawings and specifications.

### **1.3 Design Tasks**

- Conduct a topographical survey of the project area
- Conduct one geotechnical boring of the site and obtain geotechnical recommendations for building foundation
- Develop structural plan, sections and details for building
- Develop mechanical plan and details for HVAC and heating of facility
- Develop electrical plan and details. Coordinate with utility provider for a new service drop.
- Develop I&C plan for facility (Access card reader and control system, automatic sampler and flow meter)
- Develop underground piping plan and profile from septage receiving station to manhole and connection to 48-inch sewer trunk main
- Develop site civil plan and details including spill containment area and access road
- Coordinate with City PM on landscaping/screening

### **1.4 MDEQ Coordination**

Prepare and submit package complying with requirements of Circular DEQ-2 to MDEQ and City Planning for approval.

### **TASK 200 – BID PHASE**

This task includes work related to advertising the project for bid and selecting a qualified contractor to perform the work.

#### **2.1 Bid Advertisement**

Print ten copies of the final contract documents for distribution and prepare a project bid advertisement (City of Great Falls to arrange and pay for advertisement)

#### **2.2 Pre-Bid Conference and Addenda**

Conduct a pre-bid conference at the project site, answer questions from contractors during the bid period and issue addenda as necessary.

## **2.3 Bid Evaluation and Recommendation**

HDR will review the bids and provide a recommendation for construction project award. Prepare five sets of executed construction documents for the project.

## **TASK 300 – CONSTRUCTION SERVICES**

This task includes work related to the construction phase of the project.

### **3.1 Construction Administration**

Construction phase services include attendance at three construction meetings including the preconstruction meeting plus two progress meetings, responses to RFIs, preparation of change order documents, review of shop drawings and other submittals and review and approval of contractor pay applications on a monthly basis (three anticipated),

### **3.2 Construction Observation**

For the purpose of this scope of service, it is assumed that the construction duration will be 40 calendar days or less. Construction observation will be provided to include adequate observation to certify that the work was completed according to the plans and specifications. A total of 50 hours (25 working days at two hours per day) are budgeted for a resident project representative (RPR) to be onsite during the project.

### **3.3 Start-up and Project Completion**

HDR will conduct a substantial completion inspection and generate a substantial completion punchlist for review by the City prior to submittal to the contractor. HDR will also assist with coordination of start-up and training of staff at the new facility and assist with preparation of project closeout documents and final completion forms.

### **3.4 Post Construction Services**

Record drawings will be prepared and delivered to the City based on field notes of any changes to the drawings during construction. Certification that the project was constructed to the drawings and specifications will be sent to MDEQ along with record drawings. Approximately one year following construction, HDR will conduct a one-year warranty inspection and provide a report to the City.

## **WORK PRODUCTS**

- 90% design documents for review (six copies)
- Final design drawings and specifications for MDEQ approval and City Planning permitting submittal (five copies)
- Final design drawings and specifications for construction bidding (10 copies)
- Design report/memo (six copies)
- Construction cost estimate
- Bid tabulation summary and award recommendation
- Executed construction documents (five copies)
- Record drawings and certification to MDEQ upon completion of the project (one hard copy half size 11-inch x 17-inch, digital copy)

- Record drawings to City Engineering Department (one hard copy full size 24-inch by 36-inch)
- Warranty Inspection Report

## **CITY RESPONSIBILITIES**

It is anticipated that City participation in the following activities will be needed to execute this project.

- Participate in project kick off and design review meetings
- Coordinate public outreach for the project
- Review preliminary plans and specifications and provide comments and guidance.
- Review final plans and specifications for approval.
- Permitting fees, specifically MDEQ and City Planning and Development review fees.
- Arrange and pay for bid advertisement
- Participate in pre-bid meeting
- Participate in pre-construction meeting
- Participate in construction coordination meetings
- Process contractor payment requests
- Participate in final walk through and one year warranty inspections

## **TASK 400 – DEWATERING PUMP REPLACEMENT**

Evaluate, develop pump alternatives, design and provide bid and construction services for replacement of two dewatering pumps (DW-1 and DW-2) at the WWTP. The current vertical hollow shaft pumps and motors were installed in 1974. Hydraulic conditions (flow and pressure) of the existing pumps are sufficient to meet the present needs of the City. The City desired to replace both pumps to allow for easier access and maintenance.

### **4.1 On-site Evaluation**

HDR will conduct an on-site evaluation of the current conditions and discuss with operations and maintenance staff challenges currently faced with access to the pumps and motors.

### **4.2 Pump Alternatives Analysis**

HDR will provide pump alternatives (pumping configurations) for replacement-in-kind of vertical pumps and submersible pumps (City's preference). A planning level cost estimate will be provided for alternatives presented. HDR will facilitate one meeting with City personnel to discuss the pumping options and answer questions necessary to assist the City in making an alternative selection.

### **4.3 Design Services**

HDR will provide design documents (plans and specifications) for inclusion in the Septage Receiving Station plan set. Should it be determined that this pump replacement is better suited to bid as a separate package, HDR will coordinate additional services with the City PM.

Section 4.3 Tasks include:

- Incorporate HDR's and the City's engineering and equipment standards to maintain consistency and compatibility with the City facilities.

- Evaluate existing electrical/power availability to confirm code and compliance with selected pumps. Incorporate any additional electrical requirements into design documents.
- Evaluate instrumentation and control (I&C) and provide design to allow City staff necessary control of pumps. Incorporate additional I&C requirements into design documents.
- Evaluate existing inlet and discharge piping and connections to selected pump configuration. Incorporate additional piping/connections into design documents.
- Prepare a design memorandum documenting hydraulic conditions, existing configuration, pumping alternatives, selected alternative and design conditions.
- Submit 90 percent draft plans and specifications submittals for City review and comment
- Prepare final plans and specifications for bidding by general contractors.

**TASK 500 – CONSTRUCTION SERVICES (PUMP REPLACEMENT)**

This task includes work related to the pump replacement construction phase of the project.

**5.1 Construction Administration**

Construction phase services include attendance at the preconstruction meeting plus one progress meeting, responses to RFIs, review of shop drawings and review and approval of one contractor pay application.

**5.2 Construction Observation**

For the purpose of this scope of service, it is assumed that the construction duration will be 10 calendar days from the start of demolition through start-up. Construction observation will be provided to include adequate observation to certify that the work was completed according to the plans and specifications. A total of 20 hours are budgeted for a resident project representative (RPR) to be onsite during the project.

**5.3 Start-up and Project Completion**

HDR will conduct a substantial completion inspection and generate a substantial completion punchlist for review by the City prior to submittal to the contractor. HDR will also assist with coordination of start-up and training of staff.

**5.4 Post Construction Services**

Record drawings will be prepared and delivered to the City based on field notes of any changes to the drawings during construction. Approximately one year following construction, HDR will conduct a one-year warranty inspection and provide a report to the City.

**TASK 600 – CONTINGENCY**

This task is for contingency items only and will not be used without prior, written notification from the City’s Project Manager or designated representative.

**ESTIMATED BUDGET**

See breakdown in Attachment 1 – Septage Handling Facility Fee Estimate.







**Item:** Change Order No. 1: NE Interceptor Rehabilitation, O. F. 1674.3

**From:** Engineering Division

**Initiated By:** Public Works Department

**Presented By:** Jim Rearden, Public Works Director

**Action Requested:** Approve Change Order No. 1

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**Suggested Motion:**

1. Commissioner moves:

"I move the City Commission (approve/not approve) Change Order No. 1 for the NE Interceptor Rehabilitation, in the amount of \$82,500.00 to Planned and Engineered Construction and authorize the City Manager to sign the documents."

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

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**Staff Recommendation:**

Approve Change Order No. 1

**Background:**

Purpose

The change order will line one 36 inch sewer main beneath 6<sup>th</sup> Street Southwest and 10<sup>th</sup> Avenue Southwest. The existing sewer main is severely deteriorated. On August 29<sup>th</sup>, 2018, a portion of the sewer main under 10<sup>th</sup> Avenue SW directly adjacent to 6<sup>th</sup> Street SW collapsed, causing a void in the asphalt roadway roughly the size of a small car. The City Utility Division responded to repair the main to working order and investigate the adjacent sewer main. City Staff recommended lining the main under and directly adjacent to the collapse repair in a timely manner to restore the main and temporary amendment to an acceptable standard. This restoration will ensure that additional voids and collapses do not occur in 6<sup>th</sup> Street SW, which is a heavy traffic route in the State right of way. Additional collapses could result in sections of 6<sup>th</sup> Street Southwest to become impassible and sewer on the southwest side could be disabled. The lining of this main in a timely manner will reinforce the temporary amendment at the collapse point, prolong the service life of the existing sewer main and guard against more collapses and damage to the roads and surface infrastructure.

### Change Order

Change Order No. 1, in the amount of \$82,500.00, is for additional work and materials needed for an emergency lining of one 36 inch diameter sewer main directly adjacent to a section of 36 inch main that suffered a collapse on August 29th, 2018. The main deterioration and collapse were due to corrosion of the concrete mains caused by gases from waste water. This main is near Lift Station 15, where sewage collects to be pumped, a higher concentration of gas is likely to be present in nearby mains. This has caused the main deterioration in these localized areas over time.

### Workload Impacts

Because the City already had a current sewer lining project with Planned and Engineered Construction (PEC), City Engineering and Public Works Staff worked with PEC to design the emergency lining project and include in the current project through a change order.

### Final Cost

The Change Order No. 1 cost is \$82,500.00, which increases the final project cost to \$1,519,510.00. The Change Order pricing reflects the pricing in the current contract with additional funding per lineal foot cost due to the emergency nature of the activity. There will be additional cleaning and risk involved due to the condition and location of the main to be lined. The Public Works division considered these aspects upon their assessment and negotiation of the Change Order.

### Original Bid

Four bids were received and opened for this project on January 17, 2018. Planned and Engineered Construction (PEC) submitted the low bid of \$1,437,010.00. The second lowest bid was \$2,359,445.70. The City Commission awarded the contract to PEC on March 6, 2018.

### Project Work Scope

This project includes the cleaning, video, and lining of 220 lineal feet of 36-inch sewer main.

### Conclusion

If approved, Planned and Engineered Construction will complete the lining work for this change order in three calendar days and will continue their regularly contracted work as part of this project in November/December of this year.

### **Alternatives:**

The City Commission could vote to deny approval of Change Order No. 1. This could put the City at risk of dealing with the consequences of a sewer main collapse under 6<sup>th</sup> Street South West and the resulting dealings with the State and community.

### ATTACHMENTS:

- Change Order #1

# Change Order

No. ONE

Date of Issuance: October 3, 2018 Effective Date: October 15, 2018

Project: Sewer Lining	Owner: City of Great Falls	Owner's Contract No.: O. F. 1674.3
Contractor: Planned and Engineered Construction, Inc.		Date of Contract: March 3, 2019
Contractor: Planned and Engineered Construction, Inc.		Engineer's Project No.: PW341705

The Contract Documents are modified as follows upon execution of this Change Order:

Description: Additional time materials and labor needed to complete emergency sewer lining of one sections of 36" sewer main underneath the intersection of 6<sup>th</sup> Street Southwest and 10<sup>th</sup> Avenue.

Attachments: (List documents supporting change): Contractor invoice

**CHANGE IN CONTRACT PRICE:**  
Original Contract Price:

\$ 1,437,010.00

[Increase] [Decrease] from previously approved Change

Orders No. 0 to No. 1 :

\$ 82,500.00

Contract Price prior to this Change Order:

\$ 1,437,010.00

[Increase] [Decrease] of this Change Order:

\$ +82,500.00

Contract Price Incorporating this Change Order:

\$ 1,519,510.00

**CHANGE IN CONTRACT TIMES:**  
Original Contract Times:

Working days  Calendar days

Substantial completion (days or date): 0

Ready for final payment (days or date): 130

[Increase] [Decrease] from previously approved Change Orders

No. 0 to No. 1 :

Substantial completion (days): +0

Ready for final payment (days): TBA

Contract Times prior to this Change Order:

Substantial completion (days or date): 130

Ready for final payment (days or date): TBA

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): +3


Ready for final payment (days or date): 133

Contract Times with all approved Change Orders:

Substantial completion (days or date): 133

Ready for final payment (days or date): 133

RECOMMENDED: 

By:   
Engineer (Authorized Signature)

Date: 10/9/18


Approved by Funding Agency (if applicable): \_\_\_\_\_

ACCEPTED:

By: \_\_\_\_\_  
Owner (Authorized Signature)

Date: \_\_\_\_\_

ACCEPTED: 

By:   
Contractor (Authorized Signature)

Date: 10/8/18

Date: \_\_\_\_\_

# Change Order

## Instructions

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### A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directives must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

### B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

## **Mikaela Schultz**

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**From:** Chris Peccia [cpeccia@mt.net]  
**Sent:** Wednesday, October 03, 2018 12:01 PM  
**To:** Mikaela Schultz  
**Cc:** 'ppisarsky'; 'Mike Vetsch'  
**Subject:** 36" CIPP Lining Price - 6th Ave SW and 10th Ave SW

Hi Mikaela,

The purpose of this email is to provide you with a price proposal for the 36" CIPP lining located at 6<sup>th</sup> Ave SW and 10<sup>th</sup> Ave SW.

We are proposing a lump sum price of \$ 82,500 to perform the CIPP lining at this location.

The price includes mobilization, traffic control, by-pass pumping, infiltration control, pre-lining CCTV inspection and cleaning, 36" CIPP liner installation and a post-lining CCTV inspection of the completed liner.

Please let me know if this price is acceptable or if you have any questions or need clarification on anything.

Thanks and hope your week is going well!

**Chris Peccia**  
**President**  
**Planned and Engineered Construction, Inc.**  
**3400 Centennial Drive**  
**Helena, Montana 59601**  
**Office: 406-447-5050**  
**Cell: 406-459-5051**  
**Fax: 406-443-8583**  
**[cpeccia@mt.net](mailto:cpeccia@mt.net)**  
**[www.pechelena.com](http://www.pechelena.com)**





**Item:** Public Hearing- Resolutions 10258-10267 to annex Lot 4B and 4C of the Correction of an Amended Plat of Lot 4 of the Medical Tech Park Minor Subdivision, Ordinance 3193 to establish PUD Planned Unit Development zoning, and the final plat for Meriwether Crossing.

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

**Initiated By:** NWGF Development, LLC

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

**Action Requested:** City Commission adopt Resolutions 10258, 10259, 10260, 10261, 10262, 10263, 10264, 10265, 10266, 10267, adopt Ordinance 3193, approve the Improvement Agreement, and approve the final plat of the Meriwether Crossing Subdivision (formerly known as the Medical Tech Subdivision) and the Findings of Fact/Basis of Decision.

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**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:**

Because the applicant's funding for the project is contingent upon the proposed homes being constructed in the jurisdiction of Cascade County and then being annexed in 10-lot phases into the City, ten separate resolutions, 10258-10267, have been prepared by City staff for the Commission's consideration. Staff proposes that all resolutions be adopted in one motion, but the Commissioners have the option of adopting one or more resolutions separately if they have concerns about a particular phase of the proposed annexation.

**Suggested Motions:**

Commissioner moves:

- I. "I move that the City Commission (adopt/deny) Resolutions 10258, 10259, 10260, 10261, 10262, 10263, 10264, 10265, 10266, 10267 to annex Lot 4B and 4C of the Correction of an Amended Plat of Lot 4 of the Medical Tech Park Minor Subdivision and (approve/deny) the Improvement Agreement and the accompanying Findings of Fact/Basis of Decision."

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

and:

II. "I move that the City Commission (adopt/deny) Ordinance 3193 and the accompanying Findings of Fact/Basis of Decision."

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

If Motions I and II are made in the affirmative, then;

III. "I move that the City Commission (approve/deny) the final plat of Meriwether Crossing Subdivision and the accompanying Findings of Fact/Basis of Decision."

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

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**Staff Recommendation:**

At the conclusion of a public hearing held on August 14, 2018, the Planning Advisory Board recommended the City Commission approve annexation and the preliminary plat of the Medical Tech Park Subdivision. Additionally, the Zoning Commission recommended the City Commission approve the establishment of PUD Planned Unit Development zoning. At the conclusion of a public hearing held on September 4, 2018, the City Commission approved the preliminary plat of the Medical Tech Park Subdivision.

Staff recommends approval of the annexation of Lot 4B and 4C of the Correction of an Amended Plat of Lot 4 of the Medical Tech Park Minor Subdivision, approval of the establishment of PUD Planned Unit Development zoning, and approval of the final plat of Meriweather Crossing subject to the fulfillment of the following Conditions of Approval:

**Conditions of Approval for Annexation:**

**1. General Code Compliance.** The proposed project shall be developed consistent with the conditions in this report, and all codes and ordinances of the City of Great Falls, the State of Montana, and all other applicable regulatory agencies.

**2. Improvement Agreement.** The applicant shall abide by the terms and conditions as well as pay all fees and reimbursements specified in the attached Improvement Agreement for the Subject Properties. The Improvement Agreement must be signed by the applicant and recorded for the Subject Properties.

**Conditions of Approval for Final Plat and Planned Unit Development:**

**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. Final Plat.** Provide a final plat of the subject properties 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 properties shall be submitted to the City Public Works Department for review and approval.

**4. Land Use & Zoning.** The development standards and land uses for the subject properties shall be consistent with the submitted PUD Planned Unit Development zoning ordinance submitted by the applicant and approved by City Commission.

**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.

### **Summary:**

The applicant, NeighborWorks Great Falls (NWGF), is proposing annexation, establishment of Planned Unit Development (PUD) zoning, and a major subdivision for two parcels of land that total approximately 20.5 acres. The subject properties are undeveloped land located in Cascade County adjacent to Great Falls along 20th Street South and 24th Avenue South. The applicant is proposing an 85-lot subdivision, fully developed with the establishment of several proposed roadways and alleys to access the lots, sidewalks to create pedestrian circulation, and City utilities to provide services to the subject properties. Development of the site will be a major transformation of the properties from bare land to a new and exciting neighborhood.

For the 85 lots being requested for subdivision, 83 lots will be devoted to single family homes. An additional lot will be set aside for common open space, while a final lot will be dedicated to the City for stormwater detention. Because the applicant's project is dependent upon rural development funding, at least 50 of the homes must be constructed in the jurisdiction of Cascade County and then annexed into the City upon completion. As a result, annexation of 20.5 acres is proposed to be executed in phases through the recording of ten (10) resolutions. NWGF is currently working in the Thaniel Addition subdivision to construct a similar housing product with 10-lot annexation phases. However, the applicant is beginning to run out of available lots.

During the public hearing for the Planning Advisory Board/ Zoning Commission on August 14, 2018, several questions and concerns were brought up by the public. These included concerns about increased traffic, dust control in the area, and sidewalk requirements that would be triggered for several neighboring property owners due to the installation and dedication of 20th Street South with this project. All concerns were addressed by staff with the information that was available at that time. A question was asked by a local citizen in that area if the elementary school could accommodate the increased volume of students that this subdivision could potentially have. Staff has since contacted the Great Falls Public School District and verified that Sunnyside Elementary School is not at capacity and can accommodate additional future enrollment.

### **Background:**

#### **Annexation by Petition**

The subject properties comprise approximately 20.5 acres and are contiguous to the City limits on two sides. The recently approved Rockcress Commons project, proposed to be 124 multifamily units but not

yet constructed, is located directly east of the subject properties. On the north side of the subject properties, lots in the Med Tech Park subdivision have already been annexed into the City. In conjunction with the proposed annexation of the subject properties, the adjacent right-of-way of 24th Avenue South is also proposed to be annexed into City limits. Because the subject properties are adjacent to City limits and have the potential to be well connected with roadways and utility infrastructure, the property is suitable for annexation.

The basis for decision for an annexation by petition request is listed in OCCGF §17.16.7.050. The recommendation of the Planning Advisory Board and the decision of City Commission shall at a minimum consider the criteria which are attached as Findings of Fact/Basis of Decision – Annexation by Petition.

### **Establishment of Zoning - Planned Unit Development (PUD)**

The applicant utilized the location of the development and the topography of the existing property to drive the design and layout of the proposed project. The goal of creating a connected neighborhood/community was the primary design concept with a desire to provide two different housing options for prospective home buyers. The applicant is proposing lot layouts that are both alley-accessed with detached garages as well as more conventional street-accessed lots with attached garages.

The applicant is proposing lots that range from 5,948 square feet to 6,989 square feet. The proposed lot sizes as well as minimum lot widths and setbacks are more constrained than the most closely related zoning district in the Land Development Code - the R-3 Single-family high density district. Therefore, to accommodate the proposed development standards, the applicant has requested a Planned Unit Development zoning designation. The use of the PUD zoning district allows for a residential development to be established with unique development standards, pursuant to OCCGF §17.20.2.040 Establishment and purpose of districts, which states:

"A Planned Unit Development district is a special type of zoning district that is proposed by the developer to account for a desired mix of uses. Each district is unique and therefore has its own set of development standards which are documented in the approval."

A full land use and development standards proposal has been submitted by the applicant along with a conceptual site plan and typical lot layouts for the various types of house products being proposed. All information submitted for the proposed PUD is attached.

The basis for decision on Planned Unit Development requests is listed in OCCGF §17.16.29.050. The recommendation of the Zoning Commission and the decision of City Commission shall at a minimum consider the criteria which are attached as Findings of Fact/Basis of Decision – Planned Unit Development.

### **Final Plat for a Major Subdivision**

Finally, concurrent to the proposal for annexation and establishment of zoning, the applicant is requesting a major subdivision of Lot 4B and 4C of the Medical Tech Park Minor Subdivision. The applicant is proposing a final plat that subdivides the subject properties into 85 lots.

The basis for decision to approve, conditionally approve, or deny a proposed subdivision is whether the subdivision application, final plat, applicable environmental assessment, public hearing, Planning Board recommendations, or additional information demonstrate that development of the proposed subdivision

meets the requirements of 76-3-608 MCA. The governing body shall issue written findings of fact that weigh the criteria in of 76-3-608 (3) MCA, which are attached as Findings of Fact/Basis of Decision – Subdivision.

## **Improvements**

### Roadways and Alleys

Pursuant to the attached Improvement Agreement, the applicant proposes to construct 20th Street South, 21st Avenue South, 22nd Avenue South, 22nd Street South, 23rd Avenue South, and three (3) cul-de-sacs in order to provide access to the proposed lots in the subdivision. In addition, alleys are also shown on the site plan to access lots with detached garages. The roadways and alleys are to be constructed consistent with City standards. All necessary property for the construction and maintenance of City streets and alleys shall be dedicated to the public on the final plat that will be recorded with the Cascade County Clerk and Recorder. All street and alley improvements are to be owned and maintained by the City upon completion.

### Traffic Analysis

According to the ITE Trip Generation Manual (9th Edition), the average trip generation rate for a single family detached housing unit is 9.52 trips per occupied dwelling unit on a weekday. For the 83 homes proposed in the subdivision, this equates to approximately 790 daily trips.

The trip distribution percentages for vehicles entering/exiting the proposed subdivision are estimated to be:

- 15% north on 20th Street South (119 vehicle trips per day)
- 15% east on 21st Avenue South (119 vehicle trips per day)
- 15% east on 23rd Avenue South (119 vehicle trips per day)
- 15% south on 22nd Street South (119 vehicle trips per day)
- 40% south on 20th Street South (316 vehicle trips per day)
- Negligible traffic will be using the unpaved 20th, 21st, 22nd, and 23rd Avenues to the west (County jurisdiction).

The existing and proposed roadway layout is expected to have sufficient capacity to accommodate traffic generated by the proposed subdivision. Several additional improvements will be made by the applicant to accompany the project. This includes construction and dedication of 20th Street South as a collector level street to accommodate expected future traffic volumes. The applicant is also required to construct a small portion of 20th Street South just north of the property to connect the new street to 20th Avenue South. The City will facilitate reimbursement to the applicant for this construction. Additionally, stop signs should be installed at the avenues meeting 20th Street South as well as the streets meeting 24th Avenue South. A full traffic analysis by Andrew Finch, Senior Transportation Planner, is attached for review.

### Local Services

The subject properties are on the southern periphery of the City limits and currently located in the rural county fire district. In this district, emergency services are not as robust as is typically found within City limits. Due to the location of the subdivision, the emergency service response time in this area would be roughly between seven and eight minutes. This is beyond what is considered ideal for City emergency service response. This is an issue that is concerning to Staff and cannot be ignored. In light of this concern, the development is required to provide multiple points of public access for emergency services. These multiple street access points will also aid in evacuation of the subdivision if it is necessary for

an emergency situation.

### Utilities

The applicant is responsible for the installation of all public utilities in order to serve the proposed subdivision. These public utilities include: 1) the installation of a looped and upsized public water main including the addition of fire hydrants and all water service lines stubbed to all lots shown on the final plat, and 2) extension of the public sanitary sewer main and installation of all sewer service lines stubbed to all lots as shown on the final plat. These improvements are to be installed consistent with City standards and submitted plans approved by the City of Great Falls Engineering Division. Additionally, the applicant shall provide the opportunity for the City to purchase a lot that will facilitate possible construction of a water booster station.

### Stormwater Management

The applicant is responsible for the installation of stormwater quality and quantity improvements consistent with City standards and submitted plans approved by the City of Great Falls Public Works Department. The applicant is proposing to construct a stormwater detention pond on Lot 85 of the development. This lot will be dedicated to the City during Phase I of the development. The applicant is also proposing to extend and construct new stormwater piping to convey stormwater from the development to the detention pond.

### Open Space

The applicant has also been required to provide an open space parcel to provide passive recreational opportunities for future residents. This open space parcel shall be maintained by the applicant.

### Neighborhood Council Input

The subject properties are located in Neighborhood Council #5. The applicant presented the project at Neighborhood Council #5 on August 20, 2018. Staff also attended the meeting. The Council was concerned with the traffic increase in the area as well as the small lot size. The Council voted to not take action on the item.

### **Fiscal Impact:**

Services will be provided by the City, and the cost of infrastructure improvements will be borne by the applicant per the agreed upon terms of the attached Improvement Agreement. The City will reimburse the applicant for the proportionate share of costs of public improvements as outlined in the Improvement Agreement. The annexation and subdivision will provide 85 new residential lots, which to a limited extent as compared to commercial or other development, will increase the City's tax base and minimally increase revenue.

### **Alternatives:**

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

### **Concurrences:**

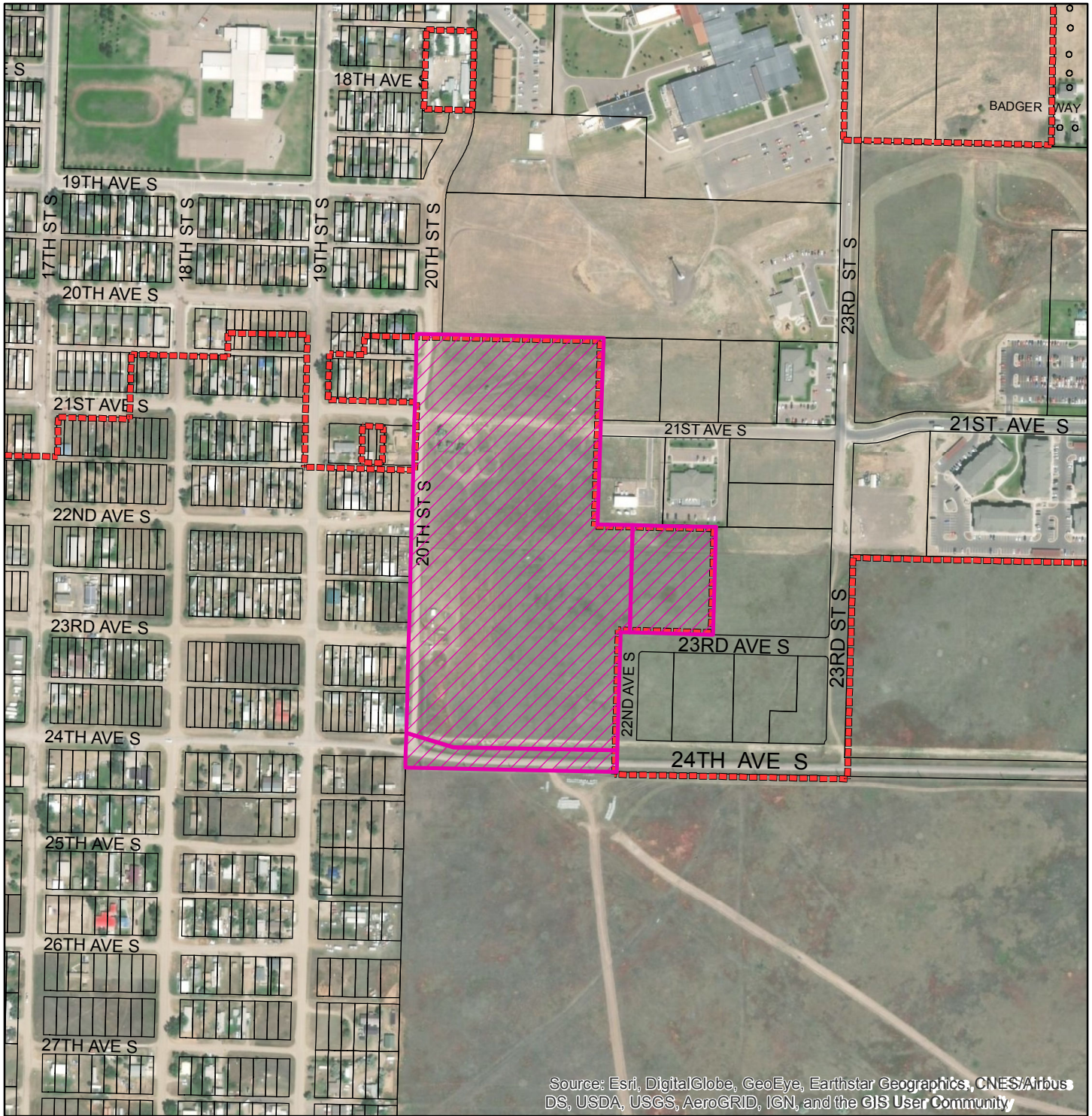
Representatives from the City's Public Works, Legal, Park and Recreation, and Fire/Rescue Departments have been involved throughout the review and approval process for this project, and will continue throughout the permit approval process. Both the Engineering and Environmental Divisions of Public Works have collaborated on the submitted Improvement Agreement as well as the design of the proposed infrastructure improvements.




ATTACHMENTS:

- ▢ Aerial Map
- ▢ Zoning Map
- ▢ Vicinity Map
- ▢ Existing Conditions
- ▢ Resolution 10258
- ▢ Resolution 10259
- ▢ Resolution 10260
- ▢ Resolution 10261
- ▢ Resolution 10262
- ▢ Resolution 10263
- ▢ Resolution 10264
- ▢ Resolution 10265
- ▢ Resolution 10266
- ▢ Resolution 10267
- ▢ Resolution Attachment A
- ▢ Improvement Agreement
- ▢ Findings of Fact/Basis of Decision - Annexation
- ▢ Ordinance 3193
- ▢ Ordinance 3193 Exhibit A
- ▢ Findings of Fact/Basis of Decision - Planned Unit Development PUD
- ▢ Final Plat - Pg 1
- ▢ Final Plat - Pg 2
- ▢ Findings of Fact/Basis of Decision - Subdivision
- ▢ Project Narrative
- ▢ Site Plan
- ▢ Typical Lot Design - Mutual Self Help
- ▢ Typical Lot Design - Cottages
- ▢ Typical Road Section
- ▢ Traffic Analysis



# AERIAL MAP

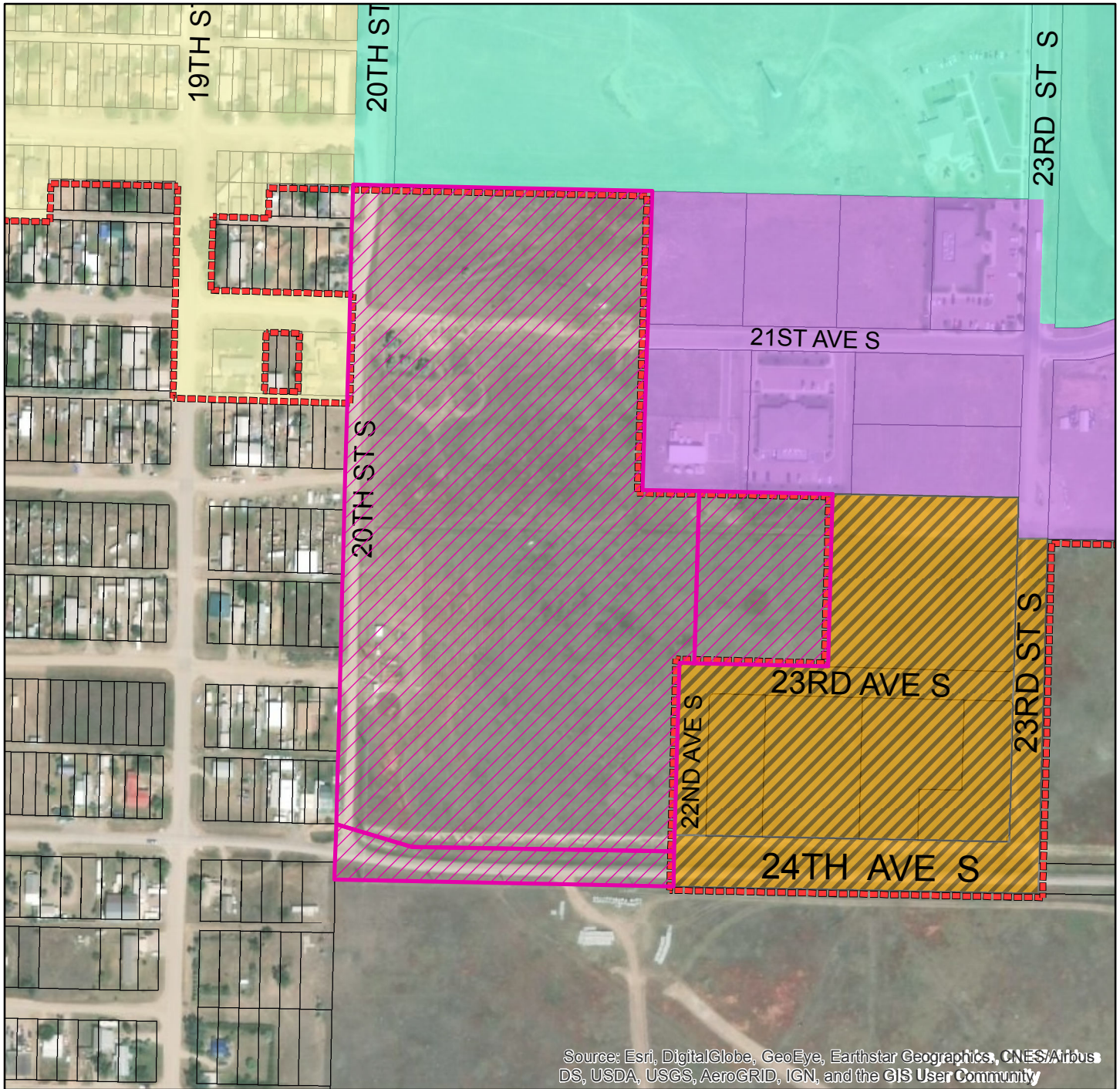


-  Subject Properties
-  Adjoining 24th ROW
-  Tracts of Land





# ZONING MAP



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

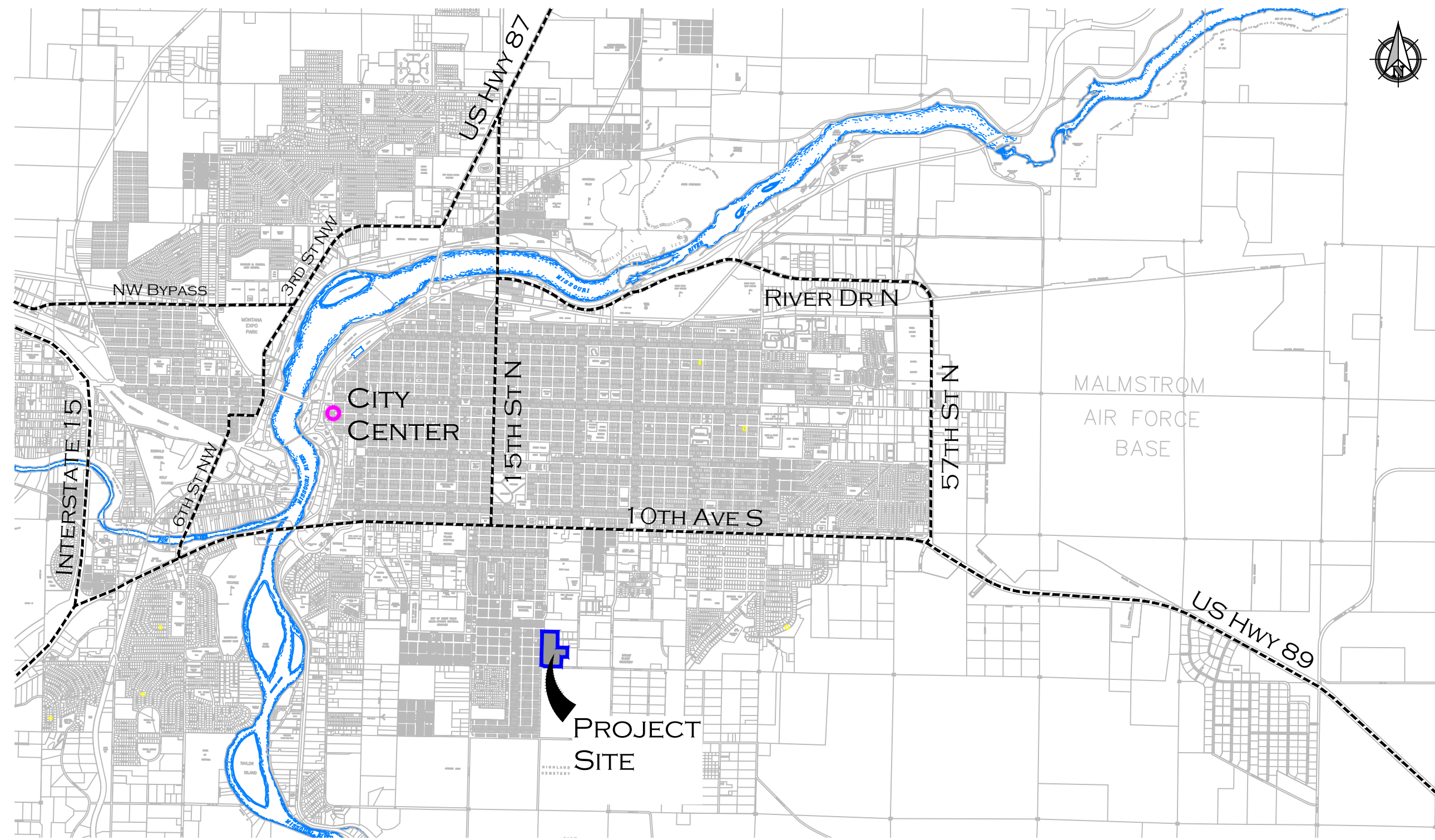
-  Subject Properties
-  Adjoining 24th ROW
-  R-3 Single-family High Density
-  PUD Planned Unit Development
-  M-1 Mixed-use District
-  PLI Public Lands and Institutional
-  U Unincorporated Enclave







# VICINITY / REGIONAL TRANSPORTATION MAP



**NeighborWorks®**  
GREAT FALLS

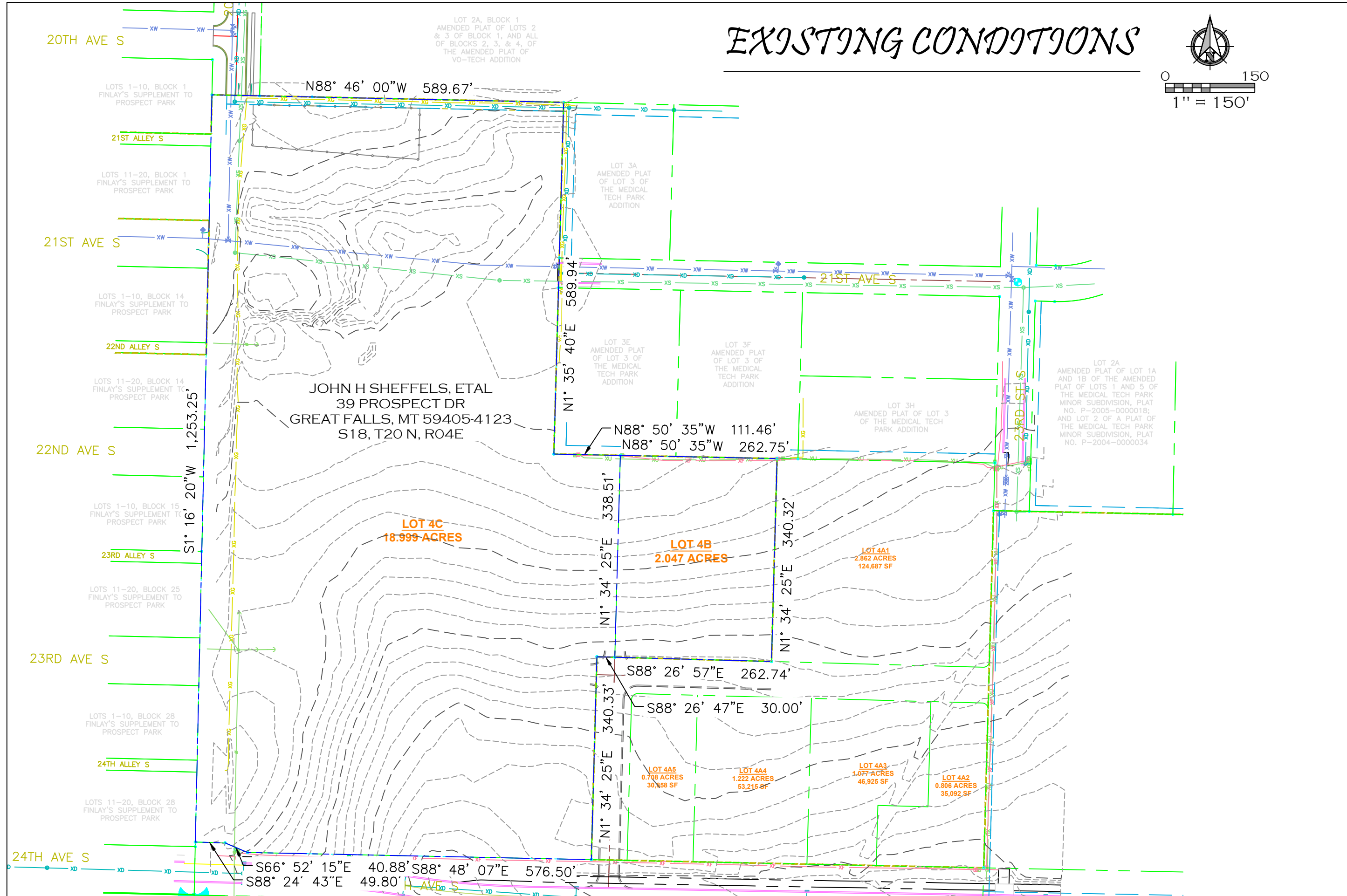
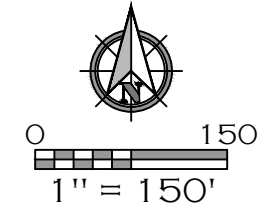
**WOITH ENGINEERING, INC.**  
ENGINEERS & SURVEYORS  
GREAT FALLS • MISSOULA • WOTRENG.COM • 406-761-1955

MED TECH PARK  
PLANNED UNIT DEVELOPMENT  
GREAT FALLS, MT

3



# EXISTING CONDITIONS



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MED TECH PARK  
PLANNED UNIT DEVELOPMENT  
GREAT FALLS, MT

4

**RESOLUTION 10258**

**A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, TO EXTEND THE BOUNDARIES OF THE CITY OF GREAT FALLS TO INCLUDE LOT 15, BLOCK 1; LOT 7, BLOCK 4; AND ALL PUBLIC RIGHT-OF-WAY FOR ALL ROADWAYS AND ALLEYS OF MERIWETHER CROSSING, A SUBDIVISION OF LOTS 4B AND 4C OF THE CORRECTION OF AN AMENDED PLAT OF LOT 4 OF THE MEDICAL TECH PARK MINOR SUBDIVISION, LOCATED IN THE SW1/4 SE1/4 SECTION 18, TOWNSHIP 20 NORTH, RANGE 4 EAST, PMM, CASCADE COUNTY, MONTANA; AND, ALL LAND SHOWN AS CASCADE COUNTY RIGHT-OF-WAY PER EASEMENT DOC #RO31475ES; AND, THE RIGHT-OF-WAY OF 24TH AVENUE SOUTH ABUTTING LOT 4C OF THE CORRECTION OF AN AMENDED PLAT OF LOT 4 OF THE MEDICAL TECH PARK MINOR SUBDIVISION, IN ACCORDANCE WITH THE PROVISIONS OF MONT. CODE ANN., SECTIONS 7-2-4601 AND 7-2-4211.**

\*\*\*\*\*

**WHEREAS**, the City of Great Falls is a city incorporated under the laws of the State of Montana, and having a population of more than ten thousand (10,000) is a city of the first class; and

**WHEREAS**, there is contiguous to said City, but without the boundaries thereof, a certain tract of land and right-of-way situated in the County of Cascade, State of Montana, and described as follows:

Lot 15, Block 1; Lot 7, Block 4; and all public right-of-way for all roadways and alleys of Meriwether Crossing, a subdivision of Lots 4B and 4C of the Correction of an Amended Plat of Lot 4 of the Medical Tech Park Subdivision, located in the SW1/4 SE1/4 Section 18, Township 20 North, Range 4 East, PMM, Cascade

County, Montana; and all land shown as Cascade County right-of-way per easement doc. #RO31475ES; and the right-of-way of 24<sup>th</sup> Avenue South abutting Lot 4C of the Correction of an Amended Plat of Lot 4 of the Medical Tech Park Subdivision;

all as shown on the map attached hereto marked Attachment "A", and by this reference made a part hereof; and

**WHEREAS**, Mont. Code Ann. Section 7-2-4601, provides that whenever the owners of real property contiguous to any incorporated city of the first class petition to have said property made a part of the municipal corporation, such lands may be embraced within the corporate limits thereof and the boundaries of such city of the first class extended so as to include the same; and

**WHEREAS**, NWGF Development LLC, the owner, of the hereinabove described property has submitted a petition to have the subject property annexed to the City of Great Falls; and

**WHEREAS**, Mont. Code Ann. Section 7-2-4211(2) provides that whenever a property owner petitions to annex to a municipality, the municipality shall include the full width of any public streets or roads, including the rights-of-way, that are adjacent to the property being annexed; and

**WHEREAS**, the City Commission finds that it is to the best interest of the City of Great Falls and its inhabitants to proceed with the incorporation of said territory into the City of Great Falls; and

**WHEREAS**, all of the proceedings herein have been conducted in strict compliance with and in conformity to the laws of the Montana Code Annotated, Title 7, Chapter 2, Part 46, Annexation by Petition, and all conditions, acts, and actions required to be performed precedent to and in the passage and adoption of this resolution have been properly and legally done, and performed.

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

That the boundaries of the City of Great Falls, Montana, be, and the same are hereby extended so as to embrace and include within the corporate limits of said city, all of the land hereinabove described, included as: "Lot 15, Block 1; Lot 7, Block 4; and all public right-of-way for all roadways and alleys of Meriwether Crossing, a subdivision of Lots 4B and 4C of the Correction of an Amended Plat of Lot 4 of the Medical Tech Park Subdivision, located in the SW1/4 SE1/4 Section 18, Township 20 North, Range 4 East, PMM, Cascade County, Montana; and all land shown as Cascade County right-of-way per easement doc. #RO31475ES; and the right-of-way of 24<sup>th</sup> Avenue South abutting Lot 4C of the Correction of an Amended Plat of Lot 4 of the Medical Tech Park Subdivision"

as shown on attached Attachment "A."

**BE IT FURTHER RESOLVED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA:**

That the Cascade County Clerk and Recorder is hereby authorized and directed to change the appropriate boundaries of the City of Great Falls, Montana, to include the above-described land and rights-of-way; and

That this Resolution shall become effective from and after the date of the filing of said document in the office of the Cascade County Clerk and Recorder.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on this 16th day of October, 2018.

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Bob Kelly, Mayor

ATTEST:

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Lisa Kunz, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

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Sara R. Sexe, City Attorney

**RESOLUTION 10259**

**A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, TO EXTEND THE BOUNDARIES OF THE CITY OF GREAT FALLS TO INCLUDE LOTS 7-14, BLOCK 1 OF MERIWETHER CROSSING A SUBDIVISION OF LOTS 4B AND 4C OF THE CORRECTION OF AN AMENDED PLAT OF LOT 4 OF THE MEDICAL TECH PARK MINOR SUBDIVISION LOCATED IN THE SW1/4 SE1/4 SECTION 18, TOWNSHIP 20 NORTH, RANGE 4 EAST, PMM, CASCADE COUNTY, MONTANA IN ACCORDANCE WITH THE PROVISION OF MONT. CODE ANN, SECTION 7-2-4601.**

\* \* \* \* \*

**WHEREAS**, the City of Great Falls is a city incorporated under the laws of the State of Montana, and having a population of more than ten thousand (10,000) is a city of the first class; and

**WHEREAS**, there is contiguous to said City, but without the boundaries thereof, a certain tract of land and right-of-way situated in the County of Cascade, State of Montana, and described as follows:

Lots 7-14, Block 1 of Meriwether Crossing a Subdivision of Lots 4B and 4C of the Correction of an Amended Plat of Lot 4 of the Medical Tech Park Minor Subdivision located in the SW1/4 SE1/4 Section 18, Township 20 North, Range 4 East, PMM, Cascade County, Montana

all as shown on the map attached hereto marked Attachment "A", and by this reference made a part hereof; and

**WHEREAS**, Mont. Code Ann. Section 7-2-4601, provides that whenever the owners of real property contiguous to any incorporated city of the first class petition to have said property made a part of the municipal corporation, such lands may be embraced

within the corporate limits thereof and the boundaries of such city of the first class extended so as to include the same; and

**WHEREAS**, NWGF Development LLC, the owner, of the hereinabove described property has submitted a petition to have the subject property annexed to the City of Great Falls; and

**WHEREAS**, the City Commission finds that it is to the best interest of the City of Great Falls and its inhabitants to proceed with the incorporation of said territory into the City of Great Falls; and

**WHEREAS**, all of the proceedings herein have been conducted in strict compliance with and in conformity to the laws of the Montana Code Annotated, Title 7, Chapter 2, Part 46, Annexation by Petition, and all conditions, acts, and actions required to be performed precedent to and in the passage and adoption of this resolution have been properly and legally done, and performed.

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

That the boundaries of the City of Great Falls, Montana, be, and the same are hereby extended so as to embrace and include within the corporate limits of said city, all of the land hereinabove described, included as: “Lots 7-14, Block 1 of Meriwether Crossing a Subdivision of Lots 4B and 4C of the Correction of an Amended Plat of Lot 4 of the Medical Tech Park Minor Subdivision located in the SW1/4 SE1/4 Section 18, Township 20 North, Range 4 East, PMM, Cascade County, Montana” as shown on Attachment “A.”

**BE IT FURTHER RESOLVED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA:**

That the Cascade County Clerk and Recorder is hereby authorized and directed to change the appropriate boundaries of the City of Great Falls, Montana, to include said tract of land and right-of-way; and

That this Resolution shall become effective from and after the date of the filing of said document in the office of the Cascade County Clerk and Recorder.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on this 16th day of October, 2018.

---

Bob Kelly, Mayor

ATTEST:

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Lisa Kunz, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

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Sara R. Sexe, City Attorney

**RESOLUTION 10260**

**A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, TO EXTEND THE BOUNDARIES OF THE CITY OF GREAT FALLS TO INCLUDE LOTS 1-6, BLOCK 1 AND LOTS 1-5, BLOCK 2 OF MERIWETHER CROSSING A SUBDIVISION OF LOTS 4B AND 4C OF THE CORRECTION OF AN AMENDED PLAT OF LOT 4 OF THE MEDICAL TECH PARK MINOR SUBDIVISION LOCATED IN THE SW1/4 SE1/4 SECTION 18, TOWNSHIP 20 NORTH, RANGE 4 EAST, PMM, CASCADE COUNTY, MONTANA IN ACCORDANCE WITH THE PROVISION OF MONT. CODE ANN, SECTION 7-2-4601.**

\* \* \* \* \*

**WHEREAS**, the City of Great Falls is a city incorporated under the laws of the State of Montana, and having a population of more than ten thousand (10,000) is a city of the first class; and

**WHEREAS**, there is contiguous to said City, but without the boundaries thereof, a certain tract of land and right-of-way situated in the County of Cascade, State of Montana, and described as follows:

Lots 1-6, Block 1 and Lots 1-5, Block 2 of Meriwether Crossing a Subdivision of Lots 4B and 4C of the Correction of an Amended Plat of Lot 4 of the Medical Tech Park Minor Subdivision located in the SW1/4 SE1/4 Section 18, Township 20 North, Range 4 East, PMM, Cascade County, Montana

all as shown on the map attached hereto marked Attachment "A", and by this reference made a part hereof; and

**WHEREAS**, Mont. Code Ann. Section 7-2-4601, provides that whenever the owners of real property contiguous to any incorporated city of the first class petition to have said property made a part of the municipal corporation, such lands may be embraced



within the corporate limits thereof and the boundaries of such city of the first class extended so as to include the same; and

**WHEREAS**, NWGF Development LLC, the owner, of the hereinabove described property has submitted a petition to have the subject property annexed to the City of Great Falls; and

**WHEREAS**, the City Commission finds that it is to the best interest of the City of Great Falls and its inhabitants to proceed with the incorporation of said territory into the City of Great Falls; and

**WHEREAS**, all of the proceedings herein have been conducted in strict compliance with and in conformity to the laws of the Montana Code Annotated, Title 7, Chapter 2, Part 46, Annexation by Petition, and all conditions, acts, and actions required to be performed precedent to and in the passage and adoption of this resolution have been properly and legally done, and performed.

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

That the boundaries of the City of Great Falls, Montana, be, and the same are hereby extended so as to embrace and include within the corporate limits of said city, all of the land hereinabove described, included as: "Lots 1-6, Block 1 and Lots 1-5, Block 2 of Meriwether Crossing a Subdivision of Lots 4B and 4C of the Correction of an Amended Plat of Lot 4 of the Medical Tech Park Minor Subdivision located in the SW1/4 SE1/4 Section 18, Township 20 North, Range 4 East, PMM, Cascade County, Montana" as shown on Attachment "A."

**BE IT FURTHER RESOLVED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA:**

That the Cascade County Clerk and Recorder is hereby authorized and directed to change the appropriate boundaries of the City of Great Falls, Montana, to include said tract of land and right-of-way; and

That this Resolution shall become effective from and after the date of the filing of said document in the office of the Cascade County Clerk and Recorder.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on this 16th day of October, 2018.

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Bob Kelly, Mayor

ATTEST:

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Lisa Kunz, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

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Sara R. Sexe, City Attorney

**RESOLUTION 10261**

**A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, TO EXTEND THE BOUNDARIES OF THE CITY OF GREAT FALLS TO INCLUDE LOTS 6-15 BLOCK 2 OF MERIWETHER CROSSING A SUBDIVISION OF LOTS 4B AND 4C OF THE CORRECTION OF AN AMENDED PLAT OF LOT 4 OF THE MEDICAL TECH PARK MINOR SUBDIVISION LOCATED IN THE SW1/4 SE1/4 SECTION 18, TOWNSHIP 20 NORTH, RANGE 4 EAST, PMM, CASCADE COUNTY, MONTANA IN ACCORDANCE WITH THE PROVISION OF MONT. CODE ANN, SECTION 7-2-4601.**

\* \* \* \* \*

**WHEREAS**, the City of Great Falls is a city incorporated under the laws of the State of Montana, and having a population of more than ten thousand (10,000) is a city of the first class; and

**WHEREAS**, there is contiguous to said City, but without the boundaries thereof, a certain tract of land and right-of-way situated in the County of Cascade, State of Montana, and described as follows:

Lots 6-15, Block 2 of Meriwether Crossing a Subdivision of Lots 4B and 4C of the Correction of an Amended Plat of Lot 4 of the Medical Tech Park Minor Subdivision located in the SW1/4 SE1/4 Section 18, Township 20 North, Range 4 East, PMM, Cascade County, Montana

all as shown on the map attached hereto marked Attachment "A", and by this reference made a part hereof; and

**WHEREAS**, Mont. Code Ann. Section 7-2-4601, provides that whenever the owners of real property contiguous to any incorporated city of the first class petition to have said property made a part of the municipal corporation, such lands may be embraced

within the corporate limits thereof and the boundaries of such city of the first class extended so as to include the same; and

**WHEREAS**, NWGF Development LLC, the owner, of the hereinabove described property has submitted a petition to have the subject property annexed to the City of Great Falls; and

**WHEREAS**, the City Commission finds that it is to the best interest of the City of Great Falls and its inhabitants to proceed with the incorporation of said territory into the City of Great Falls; and

**WHEREAS**, all of the proceedings herein have been conducted in strict compliance with and in conformity to the laws of the Montana Code Annotated, Title 7, Chapter 2, Part 46, Annexation by Petition, and all conditions, acts, and actions required to be performed precedent to and in the passage and adoption of this resolution have been properly and legally done, and performed.

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

That the boundaries of the City of Great Falls, Montana, be, and the same are hereby extended so as to embrace and include within the corporate limits of said city, all of the land hereinabove described, included as: “Lots 6-15, Block 2 of Meriwether Crossing a Subdivision of Lots 4B and 4C of the Correction of an Amended Plat of Lot 4 of the Medical Tech Park Minor Subdivision located in the SW1/4 SE1/4 Section 18, Township 20 North, Range 4 East, PMM, Cascade County, Montana” as shown on Attachment “A.”

**BE IT FURTHER RESOLVED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA:**

That the Cascade County Clerk and Recorder is hereby authorized and directed to change the appropriate boundaries of the City of Great Falls, Montana, to include said tract of land and right-of-way; and

That this Resolution shall become effective from and after the date of the filing of said document in the office of the Cascade County Clerk and Recorder.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on this 16th day of October, 2018.

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Bob Kelly, Mayor

ATTEST:

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Lisa Kunz, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

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Sara R. Sexe, City Attorney

**RESOLUTION 10262**

**A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, TO EXTEND THE BOUNDARIES OF THE CITY OF GREAT FALLS TO INCLUDE LOTS 16-19, BLOCK 2 AND LOTS 1-6, BLOCK 3 OF MERIWETHER CROSSING A SUBDIVISION OF LOTS 4B AND 4C OF THE CORRECTION OF AN AMENDED PLAT OF LOT 4 OF THE MEDICAL TECH PARK MINOR SUBDIVISION LOCATED IN THE SW1/4 SE1/4 SECTION 18, TOWNSHIP 20 NORTH, RANGE 4 EAST, PMM, CASCADE COUNTY, MONTANA IN ACCORDANCE WITH THE PROVISION OF MONT. CODE ANN, SECTION 7-2-4601.**

\* \* \* \* \*

**WHEREAS**, the City of Great Falls is a city incorporated under the laws of the State of Montana, and having a population of more than ten thousand (10,000) is a city of the first class; and

**WHEREAS**, there is contiguous to said City, but without the boundaries thereof, a certain tract of land and right-of-way situated in the County of Cascade, State of Montana, and described as follows:

Lots 16-19, Block 2 and Lots 1-6, Block 3 of Meriwether Crossing a Subdivision of Lots 4B and 4C of the Correction of an Amended Plat of Lot 4 of the Medical Tech Park Minor Subdivision located in the SW1/4 SE1/4 Section 18, Township 20 North, Range 4 East, PMM, Cascade County, Montana

all as shown on the map attached hereto marked Attachment "A", and by this reference made a part hereof; and

**WHEREAS**, Mont. Code Ann. Section 7-2-4601, provides that whenever the owners of real property contiguous to any incorporated city of the first class petition to have said property made a part of the municipal corporation, such lands may be embraced

within the corporate limits thereof and the boundaries of such city of the first class extended so as to include the same; and

**WHEREAS**, NWGF Development LLC, the owner, of the hereinabove described property has submitted a petition to have the subject property annexed to the City of Great Falls; and

**WHEREAS**, the City Commission finds that it is to the best interest of the City of Great Falls and its inhabitants to proceed with the incorporation of said territory into the City of Great Falls; and

**WHEREAS**, all of the proceedings herein have been conducted in strict compliance with and in conformity to the laws of the Montana Code Annotated, Title 7, Chapter 2, Part 46, Annexation by Petition, and all conditions, acts, and actions required to be performed precedent to and in the passage and adoption of this resolution have been properly and legally done, and performed.

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

That the boundaries of the City of Great Falls, Montana, be, and the same are hereby extended so as to embrace and include within the corporate limits of said city, all of the land hereinabove described, included as: "Lots 16-19, Block 2 and Lots 1-6, Block 3 of Meriwether Crossing a Subdivision of Lots 4B and 4C of the Correction of an Amended Plat of Lot 4 of the Medical Tech Park Minor Subdivision located in the SW1/4 SE1/4 Section 18, Township 20 North, Range 4 East, PMM, Cascade County, Montana" as shown on Attachment "A."

**BE IT FURTHER RESOLVED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA:**

That the Cascade County Clerk and Recorder is hereby authorized and directed to change the appropriate boundaries of the City of Great Falls, Montana, to include said tract of land and right-of-way; and

That this Resolution shall become effective from and after the date of the filing of said document in the office of the Cascade County Clerk and Recorder.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on this 16th day of October, 2018.

---

Bob Kelly, Mayor

ATTEST:

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Lisa Kunz, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

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Sara R. Sexe, City Attorney



**RESOLUTION 10263**

**A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, TO EXTEND THE BOUNDARIES OF THE CITY OF GREAT FALLS TO INCLUDE LOTS 7-8 AND 15-22, BLOCK 3 OF MERIWETHER CROSSING A SUBDIVISION OF LOTS 4B AND 4C OF THE CORRECTION OF AN AMENDED PLAT OF LOT 4 OF THE MEDICAL TECH PARK MINOR SUBDIVISION LOCATED IN THE SW1/4 SE1/4 SECTION 18, TOWNSHIP 20 NORTH, RANGE 4 EAST, PMM, CASCADE COUNTY, MONTANA IN ACCORDANCE WITH THE PROVISION OF MONT. CODE ANN, SECTION 7-2-4601.**

\* \* \* \* \*

**WHEREAS**, the City of Great Falls is a city incorporated under the laws of the State of Montana, and having a population of more than ten thousand (10,000) is a city of the first class; and

**WHEREAS**, there is contiguous to said City, but without the boundaries thereof, a certain tract of land and right-of-way situated in the County of Cascade, State of Montana, and described as follows:

Lots 7-8 and 15-22, Block 3 of Meriwether Crossing a Subdivision of Lots 4B and 4C of the Correction of an Amended Plat of Lot 4 of the Medical Tech Park Minor Subdivision located in the SW1/4 SE1/4 Section 18, Township 20 North, Range 4 East, PMM, Cascade County, Montana

all as shown on the map attached hereto marked Attachment "A", and by this reference made a part hereof; and

**WHEREAS**, Mont. Code Ann. Section 7-2-4601, provides that whenever the owners of real property contiguous to any incorporated city of the first class petition to have said property made a part of the municipal corporation, such lands may be embraced

within the corporate limits thereof and the boundaries of such city of the first class extended so as to include the same; and

**WHEREAS**, NWGF Development LLC, the owner, of the hereinabove described property has submitted a petition to have the subject property annexed to the City of Great Falls; and

**WHEREAS**, the City Commission finds that it is to the best interest of the City of Great Falls and its inhabitants to proceed with the incorporation of said territory into the City of Great Falls; and

**WHEREAS**, all of the proceedings herein have been conducted in strict compliance with and in conformity to the laws of the Montana Code Annotated, Title 7, Chapter 2, Part 46, Annexation by Petition, and all conditions, acts, and actions required to be performed precedent to and in the passage and adoption of this resolution have been properly and legally done, and performed.

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

That the boundaries of the City of Great Falls, Montana, be, and the same are hereby extended so as to embrace and include within the corporate limits of said city, all of the land hereinabove described, included as: "Lots 7-8 and 15-22, Block 3 of Meriwether Crossing a Subdivision of Lots 4B and 4C of the Correction of an Amended Plat of Lot 4 of the Medical Tech Park Minor Subdivision located in the SW1/4 SE1/4 Section 18, Township 20 North, Range 4 East, PMM, Cascade County, Montana" as shown on Attachment "A."

**BE IT FURTHER RESOLVED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA:**

That the Cascade County Clerk and Recorder is hereby authorized and directed to change the appropriate boundaries of the City of Great Falls, Montana, to include said tract of land and right-of-way; and

That this Resolution shall become effective from and after the date of the filing of said document in the office of the Cascade County Clerk and Recorder.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on this 16th day of October, 2018.

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Bob Kelly, Mayor

ATTEST:

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Lisa Kunz, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

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Sara R. Sexe, City Attorney

**RESOLUTION 10264**

**A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, TO EXTEND THE BOUNDARIES OF THE CITY OF GREAT FALLS TO INCLUDE LOTS 9-14, BLOCK 3 AND LOTS 19-22, BLOCK 5 OF MERIWETHER CROSSING A SUBDIVISION OF LOTS 4B AND 4C OF THE CORRECTION OF AN AMENDED PLAT OF LOT 4 OF THE MEDICAL TECH PARK MINOR SUBDIVISION LOCATED IN THE SW1/4 SE1/4 SECTION 18, TOWNSHIP 20 NORTH, RANGE 4 EAST, PMM, CASCADE COUNTY, MONTANA IN ACCORDANCE WITH THE PROVISION OF MONT. CODE ANN, SECTION 7-2-4601.**

\* \* \* \* \*

**WHEREAS**, the City of Great Falls is a city incorporated under the laws of the State of Montana, and having a population of more than ten thousand (10,000) is a city of the first class; and

**WHEREAS**, there is contiguous to said City, but without the boundaries thereof, a certain tract of land and right-of-way situated in the County of Cascade, State of Montana, and described as follows:

Lots 9-14, Block 3 and Lots 19-22, Block 5 of Meriwether Crossing a Subdivision of Lots 4B and 4C of the Correction of an Amended Plat of Lot 4 of the Medical Tech Park Minor Subdivision located in the SW1/4 SE1/4 Section 18, Township 20 North, Range 4 East, PMM, Cascade County, Montana

all as shown on the map attached hereto marked Attachment "A", and by this reference made a part hereof; and

**WHEREAS**, Mont. Code Ann. Section 7-2-4601, provides that whenever the owners of real property contiguous to any incorporated city of the first class petition to have said property made a part of the municipal corporation, such lands may be embraced

within the corporate limits thereof and the boundaries of such city of the first class extended so as to include the same; and

**WHEREAS**, NWGF Development LLC, the owner, of the hereinabove described property has submitted a petition to have the subject property annexed to the City of Great Falls; and

**WHEREAS**, the City Commission finds that it is to the best interest of the City of Great Falls and its inhabitants to proceed with the incorporation of said territory into the City of Great Falls; and

**WHEREAS**, all of the proceedings herein have been conducted in strict compliance with and in conformity to the laws of the Montana Code Annotated, Title 7, Chapter 2, Part 46, Annexation by Petition, and all conditions, acts, and actions required to be performed precedent to and in the passage and adoption of this resolution have been properly and legally done, and performed.

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

That the boundaries of the City of Great Falls, Montana, be, and the same are hereby extended so as to embrace and include within the corporate limits of said city, all of the land hereinabove described, included as: “Lots 9-14, Block 3 and Lots 19-22, Block 5 of Meriwether Crossing a Subdivision of Lots 4B and 4C of the Correction of an Amended Plat of Lot 4 of the Medical Tech Park Minor Subdivision located in the SW1/4 SE1/4 Section 18, Township 20 North, Range 4 East, PMM, Cascade County, Montana” as shown on Attachment “A.”

**BE IT FURTHER RESOLVED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA:**

That the Cascade County Clerk and Recorder is hereby authorized and directed to change the appropriate boundaries of the City of Great Falls, Montana, to include said tract of land and right-of-way; and

That this Resolution shall become effective from and after the date of the filing of said document in the office of the Cascade County Clerk and Recorder.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on this 16th day of October, 2018.

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Bob Kelly, Mayor

ATTEST:

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Lisa Kunz, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

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Sara R. Sexe, City Attorney

**RESOLUTION 10265**

**A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, TO EXTEND THE BOUNDARIES OF THE CITY OF GREAT FALLS TO INCLUDE LOTS 1-6, BLOCK 4 OF MERIWETHER CROSSING A SUBDIVISION OF LOTS 4B AND 4C OF THE CORRECTION OF AN AMENDED PLAT OF LOT 4 OF THE MEDICAL TECH PARK MINOR SUBDIVISION LOCATED IN THE SW1/4 SE1/4 SECTION 18, TOWNSHIP 20 NORTH, RANGE 4 EAST, PMM, CASCADE COUNTY, MONTANA IN ACCORDANCE WITH THE PROVISION OF MONT. CODE ANN, SECTION 7-2-4601.**

\* \* \* \* \*

**WHEREAS**, the City of Great Falls is a city incorporated under the laws of the State of Montana, and having a population of more than ten thousand (10,000) is a city of the first class; and

**WHEREAS**, there is contiguous to said City, but without the boundaries thereof, a certain tract of land and right-of-way situated in the County of Cascade, State of Montana, and described as follows:

Lots 1-6, Block 4 of Meriwether Crossing a Subdivision of Lots 4B and 4C of the Correction of an Amended Plat of Lot 4 of the Medical Tech Park Minor Subdivision located in the SW1/4 SE1/4 Section 18, Township 20 North, Range 4 East, PMM, Cascade County, Montana

all as shown on the map attached hereto marked Attachment "A", and by this reference made a part hereof; and

**WHEREAS**, Mont. Code Ann. Section 7-2-4601, provides that whenever the owners of real property contiguous to any incorporated city of the first class petition to have said property made a part of the municipal corporation, such lands may be embraced

within the corporate limits thereof and the boundaries of such city of the first class extended so as to include the same; and

**WHEREAS**, NWGF Development LLC, the owner, of the hereinabove described property has submitted a petition to have the subject property annexed to the City of Great Falls; and

**WHEREAS**, the City Commission finds that it is to the best interest of the City of Great Falls and its inhabitants to proceed with the incorporation of said territory into the City of Great Falls; and

**WHEREAS**, all of the proceedings herein have been conducted in strict compliance with and in conformity to the laws of the Montana Code Annotated, Title 7, Chapter 2, Part 46, Annexation by Petition, and all conditions, acts, and actions required to be performed precedent to and in the passage and adoption of this resolution have been properly and legally done, and performed.

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

That the boundaries of the City of Great Falls, Montana, be, and the same are hereby extended so as to embrace and include within the corporate limits of said city, all of the land hereinabove described, included as: "Lots 1-6, Block 4 of Meriwether Crossing a Subdivision of Lots 4B and 4C of the Correction of an Amended Plat of Lot 4 of the Medical Tech Park Minor Subdivision located in the SW1/4 SE1/4 Section 18, Township 20 North, Range 4 East, PMM, Cascade County, Montana" as shown on Attachment "A."

**BE IT FURTHER RESOLVED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA:**

That the Cascade County Clerk and Recorder is hereby authorized and directed to change the appropriate boundaries of the City of Great Falls, Montana, to include said tract of land and right-of-way; and

That this Resolution shall become effective from and after the date of the filing of said document in the office of the Cascade County Clerk and Recorder.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on this 16th day of October, 2018.

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Bob Kelly, Mayor



ATTEST:

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Lisa Kunz, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

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Sara R. Sexe, City Attorney

**RESOLUTION 10266**

**A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, TO EXTEND THE BOUNDARIES OF THE CITY OF GREAT FALLS TO INCLUDE LOTS 1-9, BLOCK 5 OF MERIWETHER CROSSING A SUBDIVISION OF LOTS 4B AND 4C OF THE CORRECTION OF AN AMENDED PLAT OF LOT 4 OF THE MEDICAL TECH PARK MINOR SUBDIVISION LOCATED IN THE SW1/4 SE1/4 SECTION 18, TOWNSHIP 20 NORTH, RANGE 4 EAST, PMM, CASCADE COUNTY, MONTANA IN ACCORDANCE WITH THE PROVISION OF MONT. CODE ANN, SECTION 7-2-4601.**

\* \* \* \* \*

**WHEREAS**, the City of Great Falls is a city incorporated under the laws of the State of Montana, and having a population of more than ten thousand (10,000) is a city of the first class; and

**WHEREAS**, there is contiguous to said City, but without the boundaries thereof, a certain tract of land and right-of-way situated in the County of Cascade, State of Montana, and described as follows:

Lots 1-9, Block 5 of Meriwether Crossing a Subdivision of Lots 4B and 4C of the Correction of an Amended Plat of Lot 4 of the Medical Tech Park Minor Subdivision located in the SW1/4 SE1/4 Section 18, Township 20 North, Range 4 East, PMM, Cascade County, Montana

all as shown on the map attached hereto marked Attachment "A", and by this reference made a part hereof; and

**WHEREAS**, Mont. Code Ann. Section 7-2-4601, provides that whenever the owners of real property contiguous to any incorporated city of the first class petition to have said property made a part of the municipal corporation, such lands may be embraced

within the corporate limits thereof and the boundaries of such city of the first class extended so as to include the same; and

**WHEREAS**, NWGF Development LLC, the owner, of the hereinabove described property has submitted a petition to have the subject property annexed to the City of Great Falls; and

**WHEREAS**, the City Commission finds that it is to the best interest of the City of Great Falls and its inhabitants to proceed with the incorporation of said territory into the City of Great Falls; and

**WHEREAS**, all of the proceedings herein have been conducted in strict compliance with and in conformity to the laws of the Montana Code Annotated, Title 7, Chapter 2, Part 46, Annexation by Petition, and all conditions, acts, and actions required to be performed precedent to and in the passage and adoption of this resolution have been properly and legally done, and performed.

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

That the boundaries of the City of Great Falls, Montana, be, and the same are hereby extended so as to embrace and include within the corporate limits of said city, all of the land hereinabove described, included as: "Lots 1-9, Block 5 of Meriwether Crossing a Subdivision of Lots 4B and 4C of the Correction of an Amended Plat of Lot 4 of the Medical Tech Park Minor Subdivision located in the SW1/4 SE1/4 Section 18, Township 20 North, Range 4 East, PMM, Cascade County, Montana" as shown on Attachment "A."

**BE IT FURTHER RESOLVED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA:**

That the Cascade County Clerk and Recorder is hereby authorized and directed to change the appropriate boundaries of the City of Great Falls, Montana, to include said tract of land and right-of-way; and

That this Resolution shall become effective from and after the date of the filing of said document in the office of the Cascade County Clerk and Recorder.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on this 16th day of October, 2018.

---

Bob Kelly, Mayor

ATTEST:

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Lisa Kunz, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

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Sara R. Sexe, City Attorney

**RESOLUTION 10267**

**A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, TO EXTEND THE BOUNDARIES OF THE CITY OF GREAT FALLS TO INCLUDE LOTS 10-18, BLOCK 5 OF MERIWETHER CROSSING A SUBDIVISION OF LOTS 4B AND 4C OF THE CORRECTION OF AN AMENDED PLAT OF LOT 4 OF THE MEDICAL TECH PARK MINOR SUBDIVISION LOCATED IN THE SW1/4 SE1/4 SECTION 18, TOWNSHIP 20 NORTH, RANGE 4 EAST, PMM, CASCADE COUNTY, MONTANA IN ACCORDANCE WITH THE PROVISION OF MONT. CODE ANN, SECTION 7-2-4601.**

\* \* \* \* \*

**WHEREAS**, the City of Great Falls is a city incorporated under the laws of the State of Montana, and having a population of more than ten thousand (10,000) is a city of the first class; and

**WHEREAS**, there is contiguous to said City, but without the boundaries thereof, a certain tract of land and right-of-way situated in the County of Cascade, State of Montana, and described as follows:

Lots 10-18, Block 5 of Meriwether Crossing a Subdivision of Lots 4B and 4C of the Correction of an Amended Plat of Lot 4 of the Medical Tech Park Minor Subdivision located in the SW1/4 SE1/4 Section 18, Township 20 North, Range 4 East, PMM, Cascade County, Montana

all as shown on the map attached hereto marked Attachment "A", and by this reference made a part hereof; and

**WHEREAS**, Mont. Code Ann. Section 7-2-4601, provides that whenever the owners of real property contiguous to any incorporated city of the first class petition to have said property made a part of the municipal corporation, such lands may be embraced

within the corporate limits thereof and the boundaries of such city of the first class extended so as to include the same; and

**WHEREAS**, NWGF Development LLC, the owner, of the hereinabove described property has submitted a petition to have the subject property annexed to the City of Great Falls; and

**WHEREAS**, the City Commission finds that it is to the best interest of the City of Great Falls and its inhabitants to proceed with the incorporation of said territory into the City of Great Falls; and

**WHEREAS**, all of the proceedings herein have been conducted in strict compliance with and in conformity to the laws of the Montana Code Annotated, Title 7, Chapter 2, Part 46, Annexation by Petition, and all conditions, acts, and actions required to be performed precedent to and in the passage and adoption of this resolution have been properly and legally done, and performed.

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

That the boundaries of the City of Great Falls, Montana, be, and the same are hereby extended so as to embrace and include within the corporate limits of said city, all of the land hereinabove described, included as: "Lots 10-18, Block 5 of Meriwether Crossing a Subdivision of Lots 4B and 4C of the Correction of an Amended Plat of Lot 4 of the Medical Tech Park Minor Subdivision located in the SW1/4 SE1/4 Section 18, Township 20 North, Range 4 East, PMM, Cascade County, Montana" as shown on Attachment "A."

**BE IT FURTHER RESOLVED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA:**

That the Cascade County Clerk and Recorder is hereby authorized and directed to change the appropriate boundaries of the City of Great Falls, Montana, to include said tract of land and right-of-way; and

That this Resolution shall become effective from and after the date of the filing of said document in the office of the Cascade County Clerk and Recorder.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on this 16th day of October, 2018.

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Bob Kelly, Mayor

ATTEST:

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Lisa Kunz, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

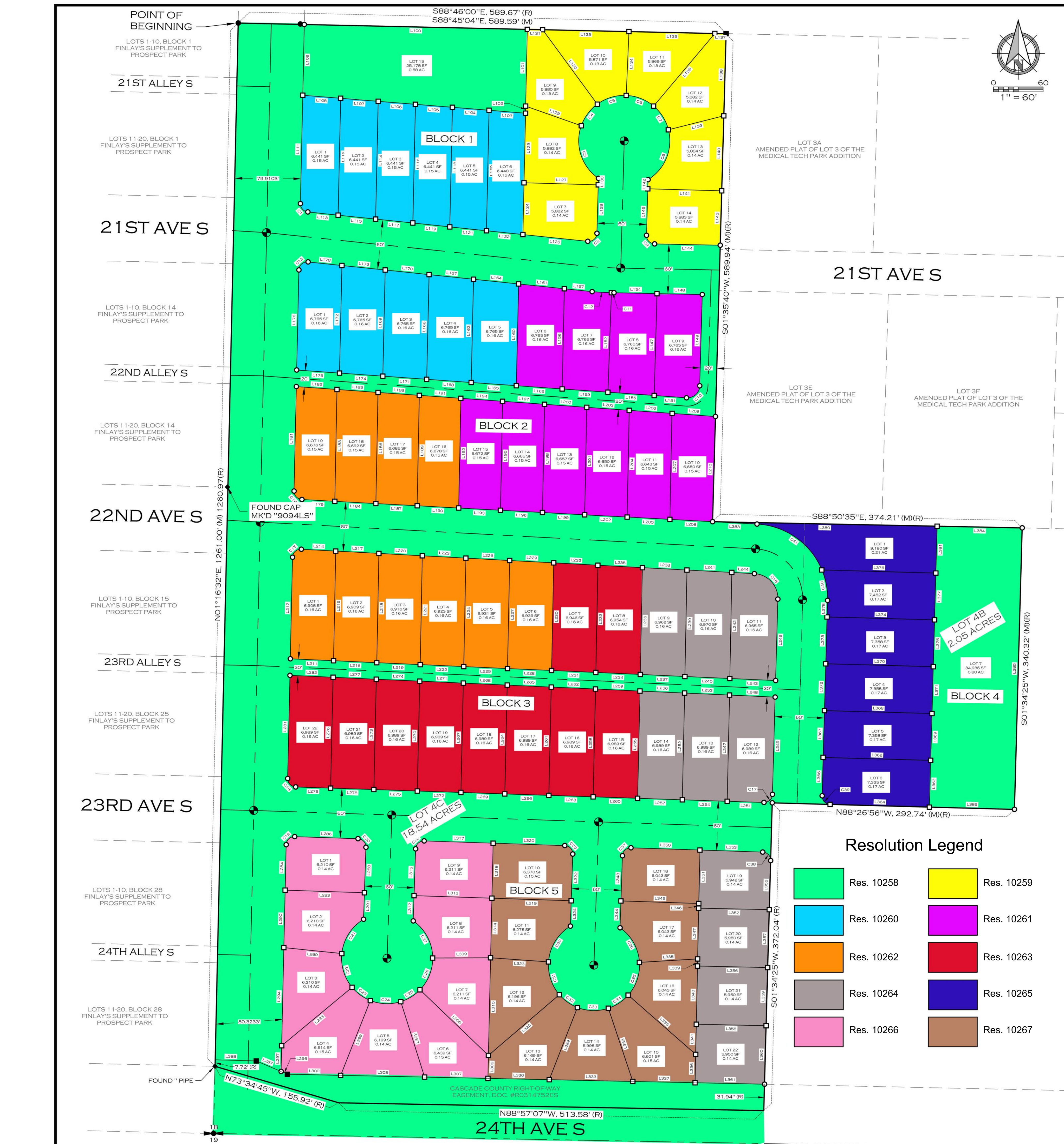
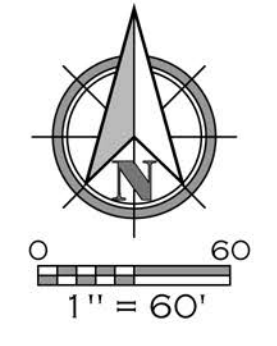
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Sara R. Sexe, City Attorney



# THE PLAT OF MERIWETHER CROSSING

AN ADDITION TO THE CITY OF GREAT FALLS, MONTANA  
BEING LOTS 4B AND 4C OF THE CORRECTION OF THE AMENDED PLAT  
OF LOT 4 OF THE MEDICAL TECH PARK AND LOCATED IN THE SW 1/4  
SE 1/4 OF SECTION 18, TOWNSHIP 20 NORTH, RANGE 4 EAST, PRINCIPAL  
MERIDIAN MONTANA, CASCADE COUNTY, MONTANA



LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH
L100	S88°46'00"E	589.67'	L134	S02°28'33"W	77.22	L170	S84°02'01"E	53.25	L204	S01°06'39"W	129.02
L101	S01°14'00"W	92.75	L135	S88°45'04"E	103.85	L171	N85°55'04"W	53.14	L205	N86°54'48"W	51.70
L102	S01°14'00"W	8.61	L136	S40°09'12"W	114.87	L172	N01°16'20"E	130.06	L206	S85°55'04"E	51.74
L103	N85°22'01"W	44.21	L137	S88°45'04"E	13.55	L173	S84°02'01"E	52.84	L207	S01°06'39"W	128.12
L104	N85°22'01"W	44.48	L138	S01°35'40"W	99.29	L174	N85°55'04"W	52.42	L208	N86°54'48"W	51.59
L105	N85°22'01"W	44.81	L139	S75°52'23"W	69.07	L175	N85°55'04"W	51.93	L209	S85°55'04"E	52.69
L106	N85°22'01"W	45.14	L140	S01°35'40"W	90.65	L176	N01°16'20"E	120.92	L210	S01°35'15"W	127.17
L107	N85°22'01"W	45.48	L141	N88°26'47"W	89.39	L177	S84°02'01"E	41.19	L211	N87°26'05"W	52.40
L108	N85°22'01"W	45.96	L142	N01°33'13"E	11.02	L178	S84°02'01"E	51.19	L212	N01°16'20"E	122.69
L109	N01°14'52"E	85.42	L143	S01°35'40"W	65.77	L179	S84°02'01"E	41.19	L213	S86°54'48"E	41.72
L110	N01°14'52"E	131.04	L144	N88°50'38"W	79.27	L180	S01°06'39"W	135.17	L214	S01°06'46"W	132.55
L111	S01°14'52"W	141.33	L145	N01°33'13"E	56.32	L181	S01°06'39"W	135.17	L215	N87°26'05"W	52.23
L112	N84°00'56"W	36.83	L146	N01°33'13"E	123.22	L182	N86°54'48"W	49.69	L216	N87°26'05"W	52.25
L113	S01°14'52"W	142.41	L147	N84°00'56"W	44.85	L183	S85°55'04"E	49.73	L217	N87°26'05"W	52.48
L114	S01°14'52"W	143.48	L148	S88°26'47"W	89.66	L184	S01°06'39"W	134.31	L218	S86°54'48"E	52.49
L115	S01°14'52"W	143.48	L149	S01°35'40"W	110.35	L185	S01°06'39"W	134.31	L219	S86°54'48"E	52.49
L116	S01°14'52"W	143.48	L150	N85°55'04"W	39.10	L186	S01°06'39"W	134.31	L220	S86°54'48"E	52.49
L117	S01°14'52"W	143.48	L151	N85°55'04"W	39.10	L187	S01°06'39"W	134.31	L221	S86°54'48"E	52.49
L118	S01°14'52"W	143.48	L152	N02°00'11"E	120.38	L188	S85°55'04"E	50.00	L222	S86°54'48"E	52.72
L119	S01°14'52"W	143.48	L153	S88°50'38"E	52.04	L189	S01°06'39"W	133.44	L223	S86°54'48"E	52.74
L120	S01°14'52"W	145.59	L154	N85°55'04"W	56.02	L190	S01°06'39"W	133.44	L224	S86°54'48"E	52.74
L121	N84°00'56"W	44.85	L155	N85°55'04"W	56.02	L191	S85°55'04"E	50.28	L225	N87°26'05"W	52.98
L122	N84°00'56"W	44.28	L156	N01°16'20"E	121.17	L192	S84°02'01"E	33.78	L226	S86°54'48"E	52.99
L123	S01°14'52"W	84.07	L157	S84°02'01"E	33.78	L193	N86°54'48"W	50.52	L227	S01°06'46"W	130.63
L124	S01°14'52"W	62.56	L158	N85°55'04"W	55.47	L194	N86°54'48"W	50.56	L228	N87°26'05"W	53.23
L125	N84°00'56"W	78.79	L159	N85°55'04"W	55.47	L195	S01°06'39"W	131.68	L229	N87°26'05"W	53.25
L126	S88°26'47"E	89.66	L160	N01°16'20"E	123.00	L196	N86°54'48"W	50.81	L230	S01°06'46"W	130.15
L127	S01°33'13"W	98.68	L161	S84°02'01"E	55.60	L197	S85°55'04"E	50.85	L231	N87°26'05"W	53.49
L128	S70°33'06"E	71.27	L162	S84°02'01"E	54.78	L198	S01°06'39"W	130.80	L232	S86°54'48"E	53.50
L129	S01°33'13"W	7.79	L163	N85°55'04"W	54.66	L199	N86°54'48"W	51.10	L233	S01°06'46"W	129.66
L130	S88°45'04"E	104.30	L164	N01°16'20"E	126.58	L200	S01°06'39"W	129.91	L234	N87°26'05"W	53.75
L131	S88°45'04"E	104.30	L165	S84°02'01"E	54.00	L201	S01°06'39"W	129.91	L235	S86°54'48"E	53.77
L132	S88°45'04"E	104.30	L166	N85°55'04"W	53.89	L202	N86°54'48"W	51.40	L236	S86°54'48"E	53.77
L133	S88°45'04"E	104.30	L167	N01°16'20"E	128.33	L203	S85°55'04"E	51.44	L237	S86°54'48"E	53.77

LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH
L237	N87°26'05"W	54.02	L271	S87°26'05"E	52.77	L313	S88°06'13"E	94.17	L356	N88°48'07"W	84.83
L238	S86°54'48"E	54.03	L272	N88°06'13"W	52.76	L314	S01°16'20"E	72.04	L357	S01°34'25"W	69.96
L239	S01°06'46"W	128.68	L273	N01°16'20"E	133.39	L315	N01°53'47"E	56.44	L358	N88°48'07"W	84.36
L240	N87°26'05"W	54.29	L274	S87°26'05"E	52.53	L316	S88°06'13"E	83.45	L359	S01°34'25"W	70.34
L241	S86°54'48"E	54.30	L275	N88°06'13"W	52.52	L317	S01°16'20"E	66.44	L360	S01°34'25"W	70.73
L242	S01°06'46"W	128.19	L276	N01°16'20"E	134.00	L318	N88°06'13"W	95.84	L361	N88°48'07"W	83.90
L243	N87°26'05"W	55.37	L277	S87°26'05"E	52.29	L319	S88°06'13"E	86.57	L362	S88°27'10"E	130.00
L244	S86°54'48"E	57.19	L278	N88°06'13"W	52.28	L320	S01°53'47"W	56.44	L363	S01°34'25"W	56.59
L245	S01°34'25"W	98.43	L279	N88°06'13"W	42.31	L321	N85°55'04"W	70.15	L364	N88°26'56"W	120.00
L246	S01°16'20"E	128.40	L280	N01°16'20"E	124.72	L322	N01°53'47"W	30.68	L365	N01°34'25"W	46.46
L247	S										



**IMPROVEMENT AGREEMENT FOR MERIWETHER CROSSING MAJOR SUBDIVISION  
(LOT 4B AND 4C OF THE CORRECTION OF AN AMENDED PLAT OF LOT 4 OF THE MEDICAL TECH  
PARK MINOR SUBDIVISION), LOCATED IN THE SW 1/4 SE 1/4 OF SECTION 18, TOWNSHIP 20  
NORTH, RANGE 4 EAST, P.M.M, CASCADE COUNTY, MONTANA**

The following is a binding Agreement dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018, between NWGF Development, LLC, 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 phased annexation of two tracts of land into the corporate limits of the City legally described as the amended plat of Lot 4B and 4C of the amended plat of Lot 4 of the Medical Tech Park Minor Subdivision, two tracts of land located in SW 1/4 SE 1/4 of Section 18, Township 20 North, Range 4 East, P.M.M., City of Great Falls, Cascade County, Montana, hereinafter referred to as "Subject Properties", the preliminary plat of which was approved by the Great Falls City Commission on \_\_\_\_\_ day of \_\_\_\_\_, 2018. Owner agrees to, and is bound by, the provisions of this Agreement, and by signing this Agreement, therefore agrees to terms applicable to the Subject Properties. The City is authorized to enter into this Agreement by §17.68.010-040 of the Official Code of the City of Great Falls (OCCGF).

**1. Purpose.** The purpose of this Agreement is to ensure that certain improvements are made and certain conditions are fulfilled by the Owner, as required by the City's approval of the preliminary plat and supporting documents. Generally, this Agreement:

**1.1** Declares that the Owner is aware of and has properly accounted for any natural conditions that may adversely affect the Development;

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

**1.3** Establishes a process for the phased annexation of the subdivision in order for the Owner to utilize specific financing for the self-help and cottage home product being proposed for construction;

**1.4** Requires the Owner to guarantee that the promised on-site improvements are made in a timely manner by providing the financial securities required by the Official Code of the City of Great Falls (OCCGF);

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

**1.6** Waives protest by the Owner and its successors against the creation of special improvement districts that would provide and maintain necessary infrastructure;

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

**1.8** Contemplates for reimbursements to the Owner when neighboring properties that benefit from

improvements made by the Owner when those properties are developed;

**1.9** Embodies certain conditions that were imposed upon approval of the development in order to facilitate their enforcement; and

**1.10** Indemnifies the City from challenges to its approval of the Development and holds it harmless from errors and omissions in the approval and oversight of the project.

**2. Duration.** The term of this Agreement begins when it is signed by the City Manager and, with the exceptions stated below, ends at the time the warranty required by Section 12 of this Agreement on the required improvements installed by the Owner, expires and the funds securing that warranty is released.

**2.1 If Work Does Not Begin.** This Agreement is void if final construction plans and a final plat for the first phase of the Development are not submitted for approval within three years of the date of the City Manager's signature on this Agreement. The time allowed for work to begin may be extended by renewing the preliminary plat, as provided in Section 9 of this Agreement.

**2.2 Failure to Build.** The Owner's failure to complete on-site improvements in accordance with the final construction plans may result in the City retaining the security required in Section 9 of this Agreement. It may also void this Agreement and the vested rights established by Section 8, below.

**2.3 Failure to Pay.** The Owner's failure to make timely payment of its share of any of the off-site improvements listed in Section 14, below, voids the Agreement and the vested rights established by Section 8. It may also result in the City attempting to collect the amount due by any lawful means.

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

**3.1 Amended Plat.** The Amended Plat of 4B and 4C of the Amended Plat of Lot 4 of the Medical Tech Park Minor Subdivision, filed of record in the Clerk and Recorder's Office of Cascade County, Montana.

**3.2 Construction Documents.** Engineering drawings, specifications, reports and cost estimates, preliminary and final, prepared for the Subject Properties, consisting of documents for, but not limited to the public sanitary sewer, water, storm drain, and street improvements.

**3.3 As Built Drawings.** "As Built" reproducible 4 mil mylar drawings of public infrastructure, private utilities, and drainage facilities shall be supplied to the City Engineer upon completion of the construction.

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

**4. Changes.** The Owner understands that failure to install required improvements in accord with the final construction plans approved for each phase of the Development is a breach of, and may void, this Agreement. The Owner also understands that failure to build in compliance with approved plans is a breach of this Agreement and a violation of the OCCGF, subject to the penalties provided for such violations. The City recognizes, however, that minor changes are often necessary as construction proceeds and the Administrator (the Administrator is the person or persons charged by the City Manager with the administration of this improvement agreement) are hereby authorized to allow minor changes to approved plans, as provided below:

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

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

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

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

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

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

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

**5. Fees.** The Owner understands that it is required to pay the following fees as they come due during the development process.

**5.1 Recording Fees.** The Owner is responsible for all recording fees at the rate charged by Cascade County at the time a document or plat is submitted for recording.

**5.2 Engineering Inspections.** The Owner is responsible to pay all applicable engineering fees established by Resolution 10075 of the City of Great Falls or its successors.

**5.3 Permit Fees.** The Owner is responsible to pay all applicable planning and building permit fees established by Resolution of the City Commission of the City of Great Falls.

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

**5.5 Storm Drain Fee.** The Owner is responsible to pay a storm drain fee in the amount of \$250 per acre for each lot proposed for annexation. This would equal a total of **\$4,787.75** for Lot 4C which is 18.999 acres and **\$511.75** for Lot 4B which is 2.047 acres, for a total storm drain fee of the Subject Properties of **\$5,299.50**. The total storm drain fee to be paid to the City no later than 30 days after City Commission action to annex Phase 1 of the Subject Properties into the City.

**5.6 Park Fee in Lieu of Land Dedication.** Pursuant to Mont. Code Ann. §76-3-621, the Owner is responsible to dedicate land or pay a park fee in lieu of dedicated land to the City. The total park fee in lieu of dedicated land must be paid to the City no later than 30 days after City Commission action to annex Phase 1 of the Subject Properties into the City is **\$71,041**.

**5.7 Application Fees.** In addition to the fees outlined above, application fees paid by the Owner are: the \$2,000.00 application fee for Planned Unit Development (PUD), \$5,650.00 application fee for the preliminary plat, \$3,575.00 application fee for the final plat, and the \$500.00 application fee for Annexation, which have been paid prior to this Agreement.

**6. 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 on the site 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 within the Development 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.

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

**8. Vested Rights.** This Agreement and preliminary plat approval by the City create a vested right that protects the Owner from changes in the zoning and subdivision requirements of Title 17 of the OCCGF until this Agreement expires, as provided in Section 2 of this Agreement. This vested right does not exempt the Owner from compliance with other provisions of the OCCGF, including specifically those

intended to prevent and remediate public nuisances, nor does it protect the Owner from changes in the City's building codes and fees, development fees, and inspection fees. This vested right does not exempt the owner from compliance with changes to state and federal requirements. This vested right may be voided, in whole or in part, if the Owner proposes substantial changes in the preliminary plat, the approved final construction plans, or final plats of the Development.

**9. Preliminary Plat.** This Agreement is based on the preliminary plat and accompanying materials approved by the City Commission on September 4, 2018. Changes in that plat and the accompanying materials are governed by Section 4 of this Agreement. To remain valid, the preliminary plat must be periodically renewed because Mont. Code Ann. §76-3-610, requires that preliminary plat approval be for no more than three years. The Owner understands and agrees that it must submit a letter to the Administrator requesting renewal of the preliminary plat at least 90 days before the third anniversary of this Agreement, and then again, before every third anniversary until this Agreement expires. The preliminary plat may also be renewed if and when an amendment is approved.

**10. Phasing Process.** The preliminary plat incorporates multiple phases for annexation as shown on the site plan. This phasing of annexation is approved by the City Commission in conjunction with the final plat contingent upon the final approval of all public improvements by the Public Works Department.

**10.1 Final Plans.** Final construction plans, including estimated costs and a proposed method of providing the securities required by Section 13 of the Agreement, and final plat must be submitted. As provided by Subsection 2.2, the final construction plans and final plat must be submitted within three years of the date of this Agreement or this Agreement will be void.

**10.2 Time Allowed to Act.** The Administrator will review the final plans/plat submission for each phase within 60 days of its submission.

**10.3 Approval/Amendment.** If that submission is not consistent with the approved preliminary plat, all conditions of approval of the preliminary plat, this Agreement, and the final plans/plat requirements of the OCCGF and state law, the Administrator will draft an amendment to this Agreement and promptly submit that draft for approval by the City Commission along with the final plat.

**10.4 Phasing of Annexation.** Due to the financing needs of the Owner, annexation of the lots proposed for mutual self-help single-family homes will be conducted in phases after construction of homes and inspections for code compliance have been conducted by the City. The proposed lots associated with the Cottage homes shall be annexed into the City prior to construction.

**11. Required Public Improvements.** The public improvements required for the Development shall be installed as shown on the final construction plans that are submitted to and approved by the Engineering Department before the final plat is approved by the City. As an alternative, the Owner may provide a financial security for said improvements as prescribed in Section 13. The on-site improvements shall include everything required to provide water, sanitary sewer, stormwater management, and access, including streets, serving each lot proposed in the Development. Sidewalk installation will be the responsibility of the owner of each individual lot and will be installed before issuance of Certificate of Occupancy. Sidewalk that is proposed along 20th Street South, along the

frontage of Lot 4, Block 4 on 23rd Avenue South and a portion of 22nd Avenue South to connect Phase 2 with Phase 6 as shown on the site plan will be required to be installed by the Owner in conjunction with the public improvements adjacent to that area. All on-site improvements will be installed at the Owner's expense, unless otherwise noted in this Agreement. Any reimbursements owned to the Owner are outlined in Section 15.

**11.1 Water.** The Owner hereby agrees to install a looped and upsized public water main consistent with City standards and submitted plans approved by the City of Great Falls Engineering Division, including the addition of fire hydrants. All water service lines shall be stubbed to all lots shown on the final plat during construction of public improvements. Changes to lot configuration shall require the Owner to dig up and abandon un-needed service lines at the main and rebuild the effected street section at the Owner's expense. The improvements shall be in accordance with City and Montana Department of Environmental Quality standards and approved plans and specifications. Any portion of water main service located outside of the public right-of-way shall be located in a minimum 20-foot wide public utility easement. The improvement is to be owned and maintained by the City upon completion.

**11.2 Sanitary Sewer.** The Owner hereby agrees to extend public sanitary sewer main consistent with City standards and submitted plans approved by the City of Great Falls Engineering Division. All sewer service lines shall be stubbed to all lots shown on the final plat during construction of public improvements. Changes to lot configuration shall require the Owner to dig up and abandon un-needed service lines at the main and rebuild the effected street section at the Owner's expense. The improvement shall be in accordance with City and Montana Department of Environmental Quality standards and approved plans and specifications. Any portion of sewer main service located outside of the public right-of-way shall be located in a minimum 20-foot wide public utility easement. The improvement is to be owned and maintained by the City upon completion.

**11.3 Roadways and Alleys.** The Owner agrees to construct 20th Street South, 21st Avenue South, 22nd Avenue South, 22nd Street South, 23rd Avenue South, all alleys shown on the site plan and three (3) cul-a-sacs to be named by the Owner and the Addressing Department of the City of Great Falls. These roadways and alleys are to be consistent with City standards and submitted plans approved by the City of Great Falls Engineering Division. Construction of these streets shall include curb and gutter and grading of the boulevard. All alleys are to be constructed with 4" thick asphalt per City standards and submitted plans approved by the City of Great Falls Engineering Division. All dry utility lines shall be installed in coordination with alley construction. All necessary property for the construction and maintenance of city streets and alleys shall be dedicated to the public for said purpose. All street and alley improvements are to be owned and maintained by the City upon completion.

**11.4 Stormwater.** The Owner agrees to install stormwater quality and quantity improvements consistent with City standards and submitted plans approved by the City of Great Falls Public Works Department. Stormwater quantity control measures must comply with standards of the City of Great Falls Storm Drainage Design Manual. The Owner agrees to construct a stormwater detention pond on Lot 15, Block 1 of the Development. This lot will be dedicated to the City during the final plat process and annexed with Resolution 10258. The Owner additionally agrees to extend and construct new stormwater pipe consistent with City standards and submitted plans approved by the City of Great Falls Engineering Division to convey stormwater from the Development to the

detention pond. Pipe size and all other construction specifications shall comply with City standards and submitted plans approved by the City of Great Falls Public Works Department. Any portion of storm main service located outside of the public right-of-way shall be located in a minimum 20-foot wide public utility easement. The improvement is to be owned and maintained by the City upon completion.

**11.5 Project Grading.** The Owner agrees to grade the entire site such that the building sites are higher than the roads and alleys.

**12. Warranty, Ownership and Inspection of Public Improvements.** The Owner is responsible for the repair or replacement of any faults in the materials or workmanship of the required on-site and off-site public improvements for a period of two years from the date those improvements are accepted for maintenance by the City. This warranty will be enforced by the City retaining 10% of the security required by Section 13 of this Agreement for the two-year warranty period. That sum will be released at the end of two years unless the parties are involved in a dispute about the condition, repair, or replacement of any of the required improvements, in which case funds will be held by the City until that dispute is resolved. The release of warranty funds follow the procedure established in Section 13 of this Agreement for the release of securities.

Installation of all public streets, alleys, sidewalks, curb ramps, water, sewer, storm drain, and other public improvement required for the Subject Properties shall be subject to the City's inspection policy in place at the time of installation.

**13. Security for Public Improvements.** The Owner shall, upon approval of the final plat, and before the installation of the required public improvements listed in this Agreement, provide the City with a performance bond, an irrevocable letter of credit, or another form of security acceptable to the Administrator in an amount equal to one hundred thirty-five percent (135%) of the costs of the required public improvements.

The security required by this section shall be returned or released upon acceptance of the required improvements, except as provided in Section 15. Following the final required inspection, the Director of Public Works shall promptly inform the Administrator, in writing, that all improvements have been inspected and are acceptable for maintenance by the City. If the Development is in compliance with the final plat, all conditions of approval, this Agreement, and the OCCGF, the Administrator shall then instruct the Finance Director to release the security to the Owner, minus the retained portion to be held in warranty as required by Section 12 of this Agreement.

**14. Off-site Public Improvements.** The Owner is responsible for the design and construction of a small portion of 20th Street South to connect said street from the north edge of the Development to 20<sup>th</sup> Avenue South. The City will reimburse the Owner for the portion of the road that is not located on lot 4C. The amount to be reimbursed shall be determined by the Administrator's evaluation of the Owner's actual improvement costs. The reimbursement amount shall be based on actual quantity of improvements constructed. In the event that the improvement costs are not provided by the Owner or they are determined by the City to be unreasonable, the City will determine the reimbursement amount using standard bid and/or material prices.



**15. Reimbursements owed to Owner.** Except as set forth herein, the City will assist in obtaining initial reimbursements due from other adjacent or benefitted property owners under this Agreement, however the Owner remains responsible for any legal enforcement of the terms of this agreement as against future benefitted owners. The owner shall provide the City with documentation of its actual out-of-pocket costs of the installation of the hereinabove mentioned improvements within four (4) months after approval and acceptance thereof by the City. In the event of Owner's failure to provide the City with said cost data, the City shall not be obliged to undertake collection of the reimbursement provided for herein, and the responsibility for collection thereof shall be that of Owner, its heirs, successors and assigns. Failure of the Owner to provide the City with said cost data for reimbursement as herein required shall in no way alter the obligation of any other party to make reimbursement as provided for herein, said failure will affect only the City's obligation to assist in collection thereof.

**15.1 Oversizing.** The City shall reimburse the Owner the cost difference of any required over-sizing of public water main, sanitary main, and storm drain improvements. The amount to be reimbursed shall be determined by the Administrator's evaluation of the Owner's actual improvement cost for over-sizing of the pipe, including fittings and valves. The reimbursement amount shall be based on actual quantity of improvements constructed. In the event that the improvement costs are not provided by the Owner or they are determined by the City to be unreasonable, the City will determine the reimbursement amount using standard bid and/or material prices.

**15.2 Annexed Parcel to the West.** Pursuant to the annexation agreement of Lots 1A and 10A, Block 14, of Finlay's Supplement to Prospect Park Addition, the Owner of Lot 10A is to pay reimbursements to the Owner of Lot 4C of the Medical Tech Park Addition for its proportionate share of the cost of the storm main and the roadway for the frontage of the lot along lot 4C. If the Owner of Lot 10A connects to the utilities installed in 20th Street South, the Owner of Lot 10A is to pay reimbursements to the Owner of Lot 4C of the Medical Tech Park Addition for its proportionate share of the cost of utility tied into. The amount to be reimbursed shall be determined by the Administrator's evaluation of the Owner's actual improvement cost minus any over-sizing cost paid by the City. The reimbursement amount shall be based on actual quantity of improvements constructed. In the event that the improvement costs are not provided by the Owner or they are determined by the City to be unreasonable, the City will determine the reimbursement amount using standard bid and/or material prices. The Owner of Lot 10A shall be responsible for constructing the sidewalk for the frontage of the lot along 20th Street South.

**15.3 Parcel to the South of 24th Avenue South.** The Owner of a tract of land located in the NE1/4 of Section 19, Township 20 North, Range 4 East, P.M.M., Cascade County, Montana, with the parcel number of 2639500 shall reimburse the Owner for the proportionate share of the cost of the 16" water main to be installed in the right-of-way of 24th Avenue South at the time of annexation and development of the parcel. The amount to be reimbursed shall be determined by the Administrator's evaluation of the Owner's actual improvement cost minus and over-sizing cost paid by the City. The reimbursement amount shall be based on actual quantity of improvements constructed. In the event that the improvement costs are not provided by the Owner or they are determined by the City to be unreasonable, the City will determine the reimbursement amount using standard bid and/or material prices.

**15.4 Un-Annexed Parcels to the West.** At the time of future annexation of the parcels west of Lot 4C, the owners of said parcels are responsible to pay reimbursements to the Owner of Lot 4C of the Medical Tech Park Addition for its proportionate share of the cost of the storm main and the roadway for the frontage of the lot along lot 4C. If the Owner shall connect to the utilities installed in 20th Street South, the owners of said parcels are to pay reimbursements to the Owner of Lot 4C of the Medical Tech Park Addition for its proportionate share of the cost of utility tied into.

**16. Reimbursements paid by the Owner.** The Owner is responsible for paying the following reimbursements as specified below.

**16.1 22nd Street South.** The Owner shall reimburse the Owner of Lot 4A5 for the proportionate share of the roadway, water and sewer for the length installed along the east side of lot 4C of Medical Tech Park Addition between 23rd Avenue South and 24th Avenue South. The reimbursement shall be due no later than four (4) months after approval and acceptance of said improvements by the City, with the Owner of Lot 4A5 being obligated to provide the City with documentation of improvement costs.

**16.2 23rd Avenue South.** The Owner shall reimburse the Owner of Lots 4A5 and 4A4 for the proportionate share of the roadway that abuts the South property line of Lot 4B. The reimbursement shall be due no later than four (4) months after approval and acceptance of said improvements by the City, with the Owner of Lots 4A5 and 4A4 being obligated to provide the City with documentation of improvement costs.

**17. Sale of Lot to the City of Great Falls.** The Owner hereby agrees to sell Lot 1, Block 1 to the City of Great Falls at fair market rate. The use of the lot and setbacks have been identified in the proposed Planned Unit Development (PUD) standards.

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

**19. Public Roadway Lighting.** Owner hereby agrees to waive its right to protest and appeal any future special lighting district for public roadway lighting facilities that service the Subject Properties, and further agrees to pay for its proportionate share of the costs associated with roadway lighting which services the Subject Properties that may be installed with or without a special lighting district.

**20. City Acceptance and Zoning.** In consideration of the terms of this Agreement, the City hereby accepts the subject properties and adjoining public right-of-way for incorporation by annexation into the corporate limits of the City of Great Falls, Montana, with an assigned zoning classification of PUD Planned Unit Development.

**21. Limitation of Liability.** The City will conduct a limited review of plans and perform inspections for compliance with requirements set forth in this agreement and/or in applicable law. The scope of such review and inspections will vary based upon development type, location and site characteristics. The Owner is exclusively responsible for ensuring that the design, construction drawings, completed

construction, and record drawings comply with acceptable engineering practices, State requirements, and other applicable standards. The City's limited plans review and inspections are not substantive reviews of the plans and engineering. The City's approval of any plans or completed inspections is not an endorsement of the plan or approval or verification of the engineering data and plans. Neither the Owner, nor any third party may rely upon the City's limited review or approval.

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 properties described herein. Upon the transfer of ownership of the properties, the prior owner's (whether it is the Owner that signed this agreement or a subsequent owner) indemnity obligation herein for the transferred properties is released as to that owner and the indemnity obligation runs to the new owner of the properties. Only the owner of the parcel of property at the time the City incurs the claim, debt, liability, fine, penalty, obligation or cost is obligated to indemnify, and no owner of properties is obligated to indemnify for adverse conditions on property owned by someone else. This indemnification by the owner of the property shall apply unless such damage or injury results from the gross negligence or willful misconduct of the City.

**22. 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

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Gregory T. Doyon, City Manager

ATTEST:

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Lisa Kunz, City Clerk

(Seal of City)

APPROVED FOR LEGAL CONTENT\*:



## FINDINGS OF FACT/BASIS OF DECISION – ANNEXATION

Lot 4B and 4C of the Correction of an Amended Plat of Lot 4 of the Medical Tech Park Minor Subdivision located in the SW1/4 SE 1/4 of Section 18, T20N, R4E, P.M.M., Cascade County, Montana and the adjoining right-of-way of 24th Avenue South.

### PRIMARY REVIEW CRITERIA:

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

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

The subject properties are contiguous to the existing City limits, with previously annexed property being present to the north, northeast, east and northwest of the proposed annexation area. The city limit line is shown on the aerial map exhibit included in the agenda report.

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

The proposed annexation is consistent with the overall intent and purpose of the 2013 City Growth Policy Update. This project is strongly supported by the Social and Physical portions of the Growth Policy, specifically the goals and principles to 1) encourage a diverse, safe, and affordable supply of housing in the City; and 2) encourage a balanced mix of land uses throughout the City.

Additionally, the annexation specifically supports the following goals and policies:

#### Social - Housing

- Soc1.4.1 Work with the private sector and non-profits to increase housing opportunities in the city.
- Soc1.4.2 Expand the supply of residential opportunities including single family homes, apartments, manufactured homes, and assisted living facilities.
- Soc1.4.3 Encourage, promote, and support adequate and affordable home ownership in the City.
- Soc1.4.6 Encourage a variety of housing types and densities so that residents can choose by price or rent, location, and place of work.
- Soc1.4.9 Continue to ensure that the City promotes equal opportunity housing and access to housing for all residents and is in compliance with Federal and State requirements aimed at preventing housing discrimination.
- Soc1.4.12 When annexing land for residential development, consider the timing, phasing and connectivity of housing and infrastructure development.

#### Physical – Land Use

- Phy4.1.4 Foster the development of safe, walkable, neighborhoods with a mix of uses and diversity of housing types.
- Phy4.1.7 Encourage vehicular access to lots from alleys so as so maintain the safety and design attributes of traditional streets in the City.

Physical – Zoning

- Phy4.2 Implement the City’s land use codes to protect the health, safety, and welfare of its residents.
- Phy4.2.5 Promote orderly development and the rational extension of infrastructure and City services.

Physical - Efficient Infrastructure

- Phy4.3 Optimize the efficiency and use of the City’s public facilities and utilities.
- Phy4.3.2 Plan for the provision of appropriate infrastructure improvements, where needed, to support development.

Physical – Transportation and Mobility

- Phy4.4 Increase mobility and the access of citizens to transportation alternatives throughout the City.
- Phy4.4.4 Create a built environment that promotes easy access to safe walking, biking, and other opportunities for physical activity.

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

Great Falls is separated into nine Neighborhood Councils. There are no adopted Neighborhood Plans for any of the Councils within the City. The subject properties are located in Neighborhood Council #5. Due to the timing of the scheduled meetings the applicant will present the development to the Council after the Public Hearing at the Planning Advisory Board/Zoning Commission but before the Public Hearing for the Preliminary Plat at the City Commission. The applicant has been very active with this council as well as the neighboring council to keep them informed as this project had come about.

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

The subject property does not lie within any adopted plan or sub-area planning areas. The proposed improvements for all proposed roads in the development are consistent with City transportation planning documents. A full traffic analysis has been included in the agenda report.

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

The City Public Works Department has verified that the capacity is adequate to provide these services. A full description of the various public services that will be provided to the development has been outlined in the agenda report as well as in the attached Improvement Agreement.

The properties are south of and west of City limits that are currently receiving law enforcement and fire protection service from the City of Great Falls. The first phase of the development will provide multiple points of public access to the development for these services. Providing these services to the proposed development is expected to be a manageable cost to the City, but since the subject properties are on the southern periphery of the City limits, response times are beyond what is considered ideal in the urban context. In light of that, the City will need to be aware of budgeting priorities and consider careful long-range planning to ensure proper levels of service as the community continues to grow.

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

The proposed development includes an 85 lot subdivision that includes a lot for open space and a lot dedicated for stormwater management. The residential lots will be serviced by city roads, alleys and utilities. This proposed public infrastructure will be built to all city standards as outlined in the attached Improvement Agreement for the subject properties.

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

An Improvement Agreement for the properties has been drafted outlining the responsibilities and proportionate shares of costs for various improvements. The Improvement Agreement has been attached to the agenda report. This Improvement Agreement does address the creation of any special improvement districts.

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

The subject properties have been previously surveyed and recorded with the County Clerk and Recorder when subdivided in the County. A preliminary plat is proposed including phasing of the proposed subdivision. Each phase will be required to have a final plat submitted and approved by the City Commission and then recorded with the County Clerk and Recorder.

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

Public improvements for City water and City sewer services have been addressed fully in the agenda report as well as in the attached Improvement Agreements.

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

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

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

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

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

The subject property is not used for the uses listed above. The properties are vacant parcels that rest in the County.



**ORDINANCE 3193**

**AN ORDINANCE ASSIGNING A ZONING CLASSIFICATION OF PUD PLANNED UNIT DEVELOPMENT TO THE PROPERTIES LEGALLY DESCRIBED AS: LOT 4B AND 4C OF THE CORRECTION OF AN AMENDED PLAT OF LOT 4 OF THE MEDICAL TECH PARK MINOR SUBDIVISION LOCATED IN THE SW1/4 SE1/4 OF SECTION 18, TOWNSHIP 20 NORTH, RANGE 4 EAST, P.M.M. CASCADE COUNTY, MONTANA AND THE ADJOINING RIGHT-OF-WAY OF 24<sup>TH</sup> AVENUE SOUTH.**

\* \* \* \* \*

**WHEREAS**, the property owner, NWGF Development, LLC, has petitioned the City of Great Falls to annex the subject properties, consisting of ±20.5 acres, as legally described above; and,

**WHEREAS**, NWGF Development, LLC has petitioned the City of Great Falls to assign a zoning classification of PUD Planned Unit Development to the subject properties, upon annexation to the City; and,

**WHEREAS**, the Great Falls Zoning Commission conducted a public hearing on August 14, 2018, to consider said assignment of zoning of PUD Planned Unit Development district and, at the conclusion of said hearing, passed a motion recommending the City Commission assign said zoning to the properties legally described as Lot 4B and 4C of the Correction of an Amended Plat of Lot 4 of the Medical Tech Park Minor Subdivision located in the SW1/4 SE 1/4 of Section 18, T20N, R4E, P.M.M., Cascade County, Montana; and,

**WHEREAS**, notice of assigning said zoning classification to the subject property was published in the *Great Falls Tribune* advising that a public hearing on this zoning designation would be held on the 16th day of October, 2018, before final passage of said Ordinance herein; and,

**WHEREAS**, following said public hearing, it was found and decided that the assignment of PUD zoning on said properties meets the Basis of Decision requirements in the Official Code of the City of Great Falls (OCCGF), Section 17.16.29.050, and that the said zoning designation be made.

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

Section 1. It is determined that the herein requested PUD zoning request meets the criteria and guidelines cited in Mont. Code Ann. §76-2-304, and Section 17.16.29.050 of the OCCGF.

Section 2. That the zoning classification of “PUD Planned Unit Development” be assigned to the properties legally described as: Lot 4B and 4C of the Correction of an Amended Plat of Lot 4 of the Medical Tech Park Minor Subdivision located in the SW1/4 SE 1/4 of Section 18, T20N, R4E, P.M.M., Cascade County, Montana, subject to the setbacks, and other development standards attached hereto as Attachment A, and by this reference made a part hereof, as well as all other applicable regulatory codes and ordinances.

Section 3. Except for the development standards in Attachment A, where the OCCGF regulations apply to a specific zoning district, the R-3 Single-family high density district regulations shall apply to the properties within the PUD.

Section 4. This ordinance shall be in full force and effect thirty (30) days after its passage and adoption by the City Commission.

ACCEPTED by the City Commission of the City of Great Falls, Montana on first reading September 18, 2018.

ADOPTED by the City Commission of the City of Great Falls, Montana on second reading October 16, 2018.

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Bob Kelly, Mayor

ATTEST:

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Lisa Kunz, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

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Sara Sexe, City Attorney

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

I, Lisa Kunz, City Clerk of the City of Great Falls, Montana, do certify that I did post as required by law and as prescribed and directed by the City Commission, Ordinance 3193 on the Great Falls Civic Center posting board and the Great Falls City website.

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Lisa Kunz, City Clerk

(CITY SEAL)

# Med Tech Park Subdivision

## PUD ZONING STANDARDS

Standard	PUD	R-3
Residential density	-	-
Minimum lot size for newly created lots	5,800	7,500
Minimum lot width for newly created CUL-DE-SAC lots	27	60
Minimum lot width for newly created MUTUAL SELF-HELP lots	52	60
Minimum lot width for newly created COTTAGE lots	44	60
Lot proportions for newly created CUL-DE-SAC lots (max depth to width)	4.2:1	2.5:1
Lot proportions for newly created MUTUAL SELF-HELP lots (max depth to width)	3.3:1	2.5:1
Lot proportions for newly created COTTAGE lots (max depth to width)	2.7:1	2.5:1
Maximum building height of principal building	35 feet	35 Feet
Maximum building height of detached garage	24 feet but not higher than principal building	24 feet but not higher than principal building
Maximum building height of other accessory structures and buildings	12 feet	12 feet
Minimum front yard setback	20 feet	20 feet
Minimum rear yard set back	10 feet	10 feet for lots less than 150 ft in depth; 15 feet for lots over 150 feet in depth
Minimum rear yard set back - CUL-DE-SAC	5 feet	
Accessory structures and buildings rear yard set back	5 feet	2 feet
Minimum side yard set back	6 feet	6 feet
Minimum WEST side yard set back - LOT 1	1 foot	-
Maximum lot coverage of principal and accessory buildings	CORNER LOT 55%, OTHER 50%	CORNER LOT 55%, OTHER 50%
BOULEVARD TREES REQUIRED	1	2
PARKING REQUIREMENT	1 OFF STREET	2 OFF STREET

## FINDINGS OF FACT/BASIS OF DECISION – PLANNED UNIT DEVELOPMENT

Lot 4B and 4C of the Correction of an Amended Plat of Lot 4 of the Medical Tech Park Minor Subdivision located in the SW1/4 SE1/4 of Section 18, T20N, R4E, P.M.M., Cascade County, Montana and the adjoining right-of-way of 24th Avenue South.

### PRIMARY REVIEW CRITERIA:

The basis for decision on planned unit developments is listed in Official Code of the City of Great Falls § 17.16.29.050 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 development project is consistent with the City's growth policy;

The proposed development is consistent with the overall intent and purpose of the 2013 City Growth Policy Update. This project is strongly supported by the Social and Physical portions of the Growth Policy, specifically the goals and principles to 1) encourage a diverse, safe, and affordable supply of housing in the City; and 2) encourage a balanced mix of land uses throughout the City.

Additionally, the development specifically supports the following goals and policies:

#### Social - Housing

- Soc1.4.1 Work with the private sector and non-profits to increase housing opportunities in the city.
- Soc1.4.2 Expand the supply of residential opportunities including single family homes, apartments, manufactured homes, and assisted living facilities.
- Soc1.4.3 Encourage, promote and support adequate and affordable home ownership in the City.
- Soc1.4.6 Encourage a variety of housing types and densities so that residents can choose by price or rent, location, and place of work.
- Soc1.4.9 Continue to ensure that the City promotes equal opportunity housing and access to housing for all residents and is in compliance with Federal and State requirements aimed at preventing housing discrimination.
- Soc1.4.12 When annexing land for residential development, consider the timing, phasing, and connectivity of housing and infrastructure development.

#### Physical – Land Use

- Phy4.1.4 Foster the development of safe, walkable, neighborhoods with a mix of uses and diversity of housing types.
- Phy4.1.7 Encourage vehicular access to lots from alleys so as so maintain the safety and design attributes of traditional streets in the City.

#### Physical – Zoning

- Phy4.2 Implement the City's land use codes to protect the health, safety and welfare of its residents.
- Phy4.2.5 Promote orderly development and the rational extension of infrastructure and City services.

Physical - Efficient Infrastructure

- Phy4.3 Optimize the efficiency and use of the City’s public facilities and utilities.
- Phy4.3.2 Plan for the provision of appropriate infrastructure improvements, where needed, to support development.

Physical – Transportation and Mobility

- Phy4.4 Increase mobility and the access of citizens to transportation alternatives throughout the City.
- Phy4.4.4 Create a built environment that promotes easy access to safe walking, biking and other opportunities for physical activity.

The Growth Policy identifies that the City needs balanced, compatible growth, while at the same time sets the task to review the zoning districts that are proposed for each development. As stated in the agenda report, a Planned Unit Development (PUD) district is a special type of zoning district that is proposed by the developer to account for a desired mix of uses. Even though each district is unique and has its own set of development standards, it is still reviewed for compatibility with the goals and principles of the growth policy.

**2. The development project is consistent with applicable neighborhood plans, if any;**

Great Falls is separated into nine Neighborhood Councils. There are no adopted Neighborhood Plans for any of the Councils within the City. The subject properties are located in Neighborhood Council #5. The applicant presented the project at Neighborhood Council #5 on August 20, 2018. Staff also attended the meeting. The Council was concerned with the traffic increase in the area as well as the small lot sizes that would be allowed under the PUD zoning request. The Council voted to not take action on the item.

**3. The establishment, maintenance, or operation of the development project will not be detrimental to, or endanger the public health, safety, morals, comfort or general welfare;**

Any development proposed to be annexed and developed is required to be reviewed for how the development will impact the public health, safety and general welfare. It is not anticipated that the proposed PUD will have any negative impact. Public health issues have been addressed through the provision of City utilities. To an extent, public safety will be enhanced on the subject properties as it is currently located in the rural county fire district where emergency services are not as robust as is typically found in an urban area. Since the subject properties are on the southern periphery of the City limits, emergency response times are beyond what is considered ideal in the urban context. This does create concern for Staff and is an issue that the City cannot continue to ignore. That being said, the development will provide multiple points of public access for emergency services, which will provide access throughout the proposed subdivision as well as aid in evacuation of the subdivision if necessary. In light of that, the City will need to be aware of budgeting priorities and consider careful long-range planning to ensure proper levels of service as the community continues to grow.

**4. The development project will not be injurious to the use and enjoyment of other property**

**in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;**

The proposed PUD provide two types of housing types, the Mutual Self-help homes and single-family Cottage homes, both of which have been outlined in the agenda report. The project will increase density in the area but will provide homes in an area that is currently an expanding residential area. The proposal will not be injurious to the use and enjoyment of other property in the immediate vicinity, nor substantially diminish and impair property values in the neighborhood. New infrastructure, roadways and alleys, sidewalks, and open space will be constructed and provided in this area with compatibly scaled homes which will improve the vacant property.

**5. The development project will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district;**

The proposed PUD is located in an area that is proposed to expand the City limits in an area with proposed multi-family residential to the east, as well as an existing residential subdivision in the county to the west. Therefore, the proposed PUD is not anticipated to impede on the normal and orderly development and improvement of the surrounding property for uses permitted.

**6. The proposed design of the building and other structures are compatible with the desired character of the neighborhood;**

The proposed PUD development is proposed in area that will extend the City limit line. The surrounding structures are currently single-family homes in the county and vacant land. With the proposal of this development and the recent multi-family development proposed to the east a new neighborhood will be created that is compatible with desired character of the neighborhoods that exist throughout the City.

**7. Adequate utilities, access roads, drainage and/or necessary facilities have been or are being provided;**

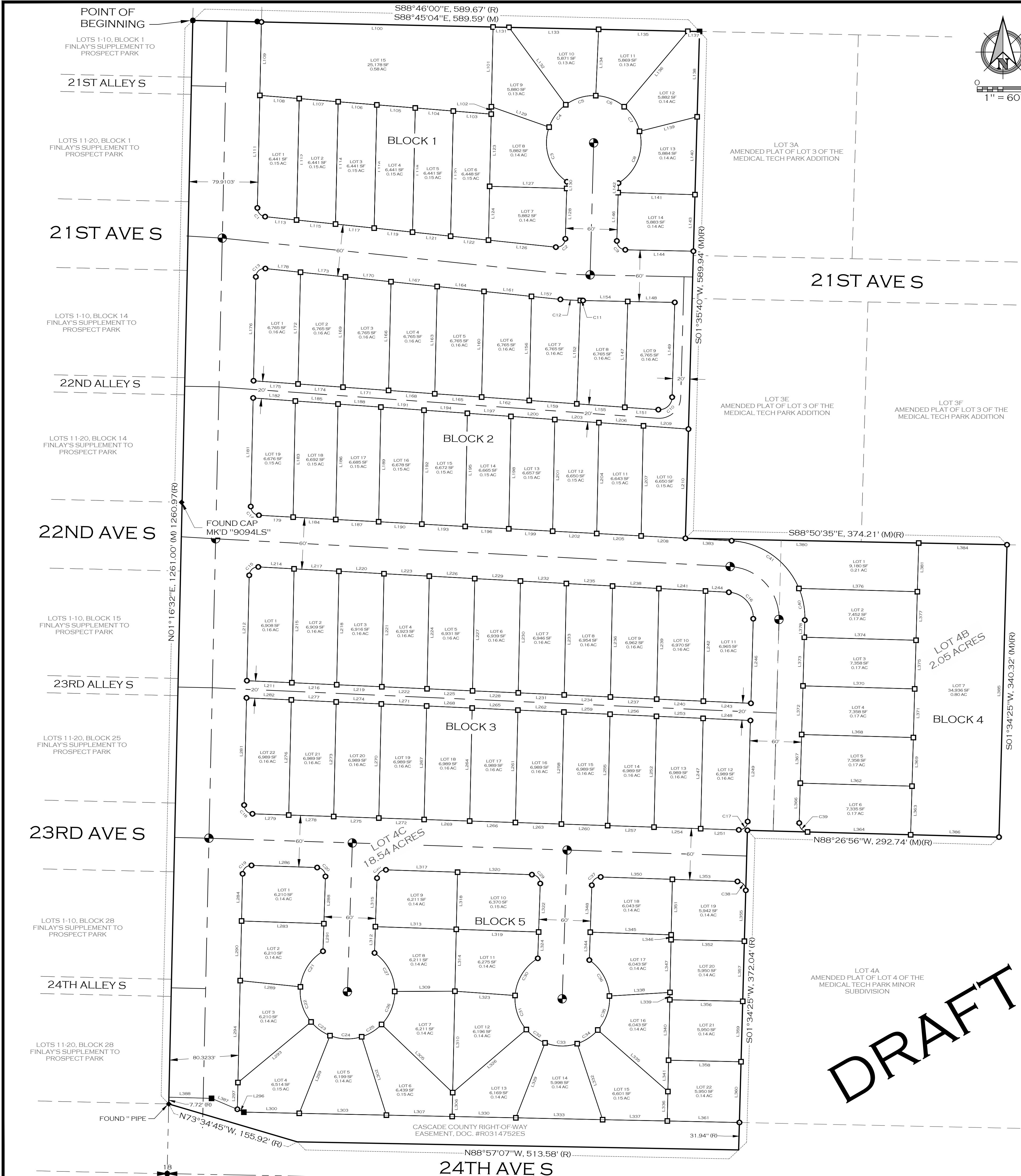
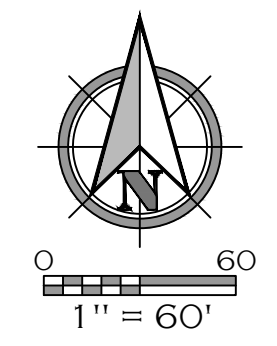
The Owner has worked with the various City departments for the proposal of all City services. The City Public Works Department has verified that the capacity is adequate to provide these services. A full description of the various public services and improvements that will be provided to the development has been outlined in the agenda report as well as in the attached Improvement Agreement.

**8. Adequate measures have been or will be taken to provide ingress and egress so as to minimize traffic congestion in the public streets;**

The proposed improvements for all proposed roads in the development are consistent with City transportation planning documents. A full traffic analysis has been included in the agenda report.

# THE PLAT OF MERIWETHER CROSSING

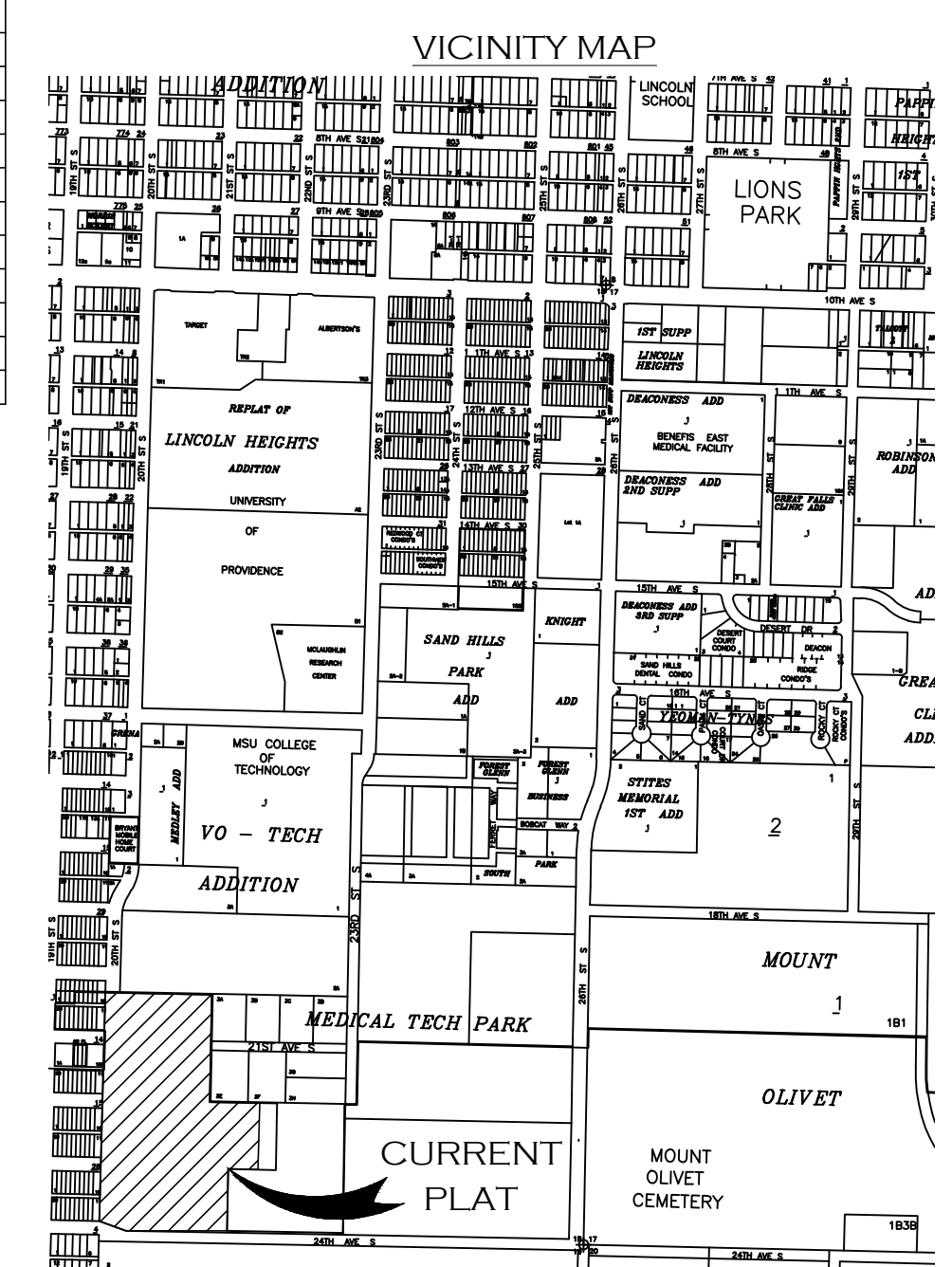
AN ADDITION TO THE CITY OF GREAT FALLS, MONTANA  
BEING LOTS 4B AND 4C OF THE CORRECTION OF THE AMENDED PLAT  
OF LOT 4 OF THE MEDICAL TECH PARK AND LOCATED IN THE SW 1/4  
SE 1/4 OF SECTION 18, TOWNSHIP 20 NORTH, RANGE 4 EAST, PRINCIPAL  
MERIDIAN MONTANA, CASCADE COUNTY, MONTANA



LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE		
LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH
L100	S88°46'00"E	589.67'	L134	S02°28'33"W	77.22	L170	S84°02'01"E	53.25	L204	S01°06'39"W	129.02
L101	S01°14'00"W	92.75	L135	S88°45'04"E	103.85	L171	N85°55'04"W	53.14	L205	N86°54'48"W	51.70
L102	S01°14'00"W	8.61	L136	S40°09'12"W	114.87	L172	N01°16'20"E	130.06	L206	S85°55'04"E	51.74
L103	N85°22'01"W	44.21	L137	S88°45'04"E	13.55	L173	S84°02'01"E	52.54	L207	S01°06'39"W	128.12
L104	N85°22'01"W	44.48	L138	S01°35'40"W	99.29	L174	N85°55'04"W	52.42	L208	N86°54'48"W	51.59
L105	N85°22'01"W	44.81	L139	S75°52'23"W	69.07	L175	N85°55'04"W	51.93	L209	S85°55'04"E	52.69
L106	N85°22'01"W	45.14	L140	S01°35'40"W	90.65	L176	N01°16'20"E	120.92	L210	S01°35'15"W	127.17
L107	N85°22'01"W	45.48	L141	N88°26'47"W	89.39	L177	S84°02'01"E	41.19	L211	N87°26'05"W	52.40
L108	N85°22'01"W	45.96	L142	N01°33'13"E	11.02	L178	N86°54'48"W	39.91	L212	N01°16'20"E	122.69
L109	N01°14'52"E	85.42	L143	S01°35'40"W	65.77	L179	N01°16'20"E	126.33	L213	S86°54'48"E	41.72
L110	N01°14'52"E	131.04	L144	N88°50'38"W	79.27	L180	S85°55'04"E	49.25	L214	S01°06'46"W	132.55
L111	S01°14'52"W	141.33	L145	N01°33'13"E	56.32	L181	N01°16'20"E	126.33	L215	S86°54'48"E	52.25
L112	N84°00'56"W	36.83	L146	N01°35'40"E	123.22	L182	S85°55'04"E	49.69	L216	S01°06'46"W	132.07
L113	N84°00'56"W	36.83	L147	S01°35'40"E	123.22	L183	N86°54'48"W	49.69	L217	S86°54'48"E	52.25
L114	S01°14'52"W	142.41	L148	S88°50'38"E	54.71	L184	N86°54'48"W	49.69	L218	S01°06'46"W	132.07
L115	N84°00'56"W	45.56	L149	S01°35'40"W	110.35	L185	S85°55'04"E	49.73	L219	N87°26'05"W	52.48
L116	S01°14'52"W	143.48	L150	N85°55'04"W	39.10	L186	N86°54'48"W	49.97	L220	S86°54'48"E	52.49
L117	N84°00'56"W	45.22	L151	N85°55'04"E	50.00	L187	S85°55'04"E	50.00	L221	S01°06'46"W	131.59
L118	S01°14'52"W	144.54	L152	N02°00'11"E	120.38	L188	S85°55'04"E	50.00	L222	N87°26'05"W	52.72
L119	N84°00'56"W	44.88	L153	S88°50'38"E	52.04	L189	S01°06'39"W	133.44	L223	N86°54'48"W	52.74
L120	S01°14'52"W	145.59	L154	N85°55'04"W	56.02	L190	N86°54'48"W	50.24	L224	S01°06'46"W	131.11
L121	N84°00'56"W	44.55	L155	N85°55'04"W	56.02	L191	S85°55'04"E	50.28	L225	N87°26'05"W	52.98
L122	N84°00'56"W	44.28	L156	N01°16'20"E	121.17	L192	S84°02'01"E	33.78	L226	S86°54'48"E	52.99
L123	N84°00'56"W	64.07	L157	S84°02'01"E	33.78	L193	N86°54'48"W	50.52	L227	S01°06'46"W	130.63
L124	S01°14'52"W	62.56	L158	N85°55'04"W	55.47	L194	S85°55'04"E	50.56	L228	N87°26'05"W	53.23
L125	N84°00'56"W	78.79	L159	N85°55'04"W	55.47	L195	S01°06'39"W	131.68	L229	S86°54'48"E	53.25
L126	S88°26'47"E	89.66	L160	N01°16'20"E	123.00	L196	N86°54'48"W	50.61	L230	S01°06'46"W	130.15
L127	S88°26'47"E	89.66	L161	S84°02'01"E	55.60	L197	S85°55'04"E	50.85	L231	N87°26'05"W	53.49
L128	S01°33'13"W	58.68	L162	N85°55'04"W	55.48	L198	S01°06'39"W	130.80	L232	S86°54'48"E	53.50
L129	S70°33'06"E	71.27	L163	N01°16'20"E	124.80	L199	N86°54'48"W	51.10	L233	S01°06'46"W	129.66
L130	S01°33'13"W	7.79	L164	S84°02'01"E	54.78	L200	S85°55'04"E	51.14	L234	N87°26'05"W	53.75
L131	S88°45'04"E	18.51	L165	N85°55'04"W	54.66	L201	S01°06'39"W	129.91	L235	S86°54'48"E	53.77
L132	S36°15'36"E	111.64	L166	N01°16'20"E	126.58	L202	N86°54'48"W	51.40	L236	S01°06'46"W	129.17
L133	S88°45'04"E	104.30	L167	S84°02'01"E	54.00	L203	S85°55'04"E	51.44			
			L168	N85°55'04"W	53.89	L204	S85°55'04"E	51.44			
			L169	N01°16'20"E	128.33	L205	S85°55'04"E	51.44			

LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE		
LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH
L237	N87°26'05"W	54.02	L271	S87°26'05"E	52.77	L313	S88°06'13"E	94.17	L356	N88°48'07"W	84.83
L238	S86°54'48"E	54.03	L272	N88°06'13"W	52.76	L314	N01°16'20"W	72.04	L357	S01°34'25"W	69.96
L239	S01°06'46"W	128.68	L273	N01°16'20"E	133.39	L315	N01°53'47"E	56.44	L358	N88°48'07"W	84.36
L240	N87°26'05"W	54.29	L274	S87°26'05"E	52.53	L316	S88°06'13"E	83.45	L359	S01°34'25"W	70.34
L241	S86°54'48"E	54.30	L275	N88°06'13"W	52.52	L317	N01°16'20"W	66.44	L360	S01°34'25"W	70.73
L242	S01°06'46"W	128.19	L276	N01°16'20"E	134.00	L318	N88°06'13"W	95.84	L361	N88°48'07"W	83.90
L243	N87°26'05"W	55.37	L277	S87°26'05"E	52.29	L319	S88°06'13"E	86.57	L362	S88°27'10"E	130.00
L244	S86°54'48"E	27.19	L278	N88°06'13"W	52.28	L320	S88°06'13"E	56.44	L363	S01°34'25"W	56.59
L245	S01°34'25"W	98.43	L279	N88°06'13"W	42.31	L321	N01°53'47"W	70.15	L364	N88°26'56"W	120.00
L246	S87°26'05"E	128.40	L280	N01°16'20"E	124.72	L322	S01°53'47"W	30.68	L365	N01°34'25"E	46.46
L247	S87°26'05"E	55.09	L281	S87°26'05"E	52.21	L323	S49°26'25"W	112.76	L366	N01°34'25"E	56.60
L248	S01°34'25"W	117.70	L282	N88°06'13"W	95.86	L324	S21°17'47"W	93.63	L367	S88°27'10"E	130.00
L249	N88°06'13"W	44.35	L283	N01°16'20"E	54.89	L325	S21°17'47"W	93.63	L368	S88°27'10"E	130.00
L250	N01°16'20"E	129.04	L284	S88°06'13"E	76.46	L326	S18°28'52"E	93.23	L369	S01°34'25"W	56.60
L251	S87°26'05"E	54.31	L285	S01°53'47"W	55.00	L327	N88°48'07"W	100.99	L370	S88°27'10"E	130.00
L252	N01°16'20"E	129.04	L286	N84°05'38"W	70.41	L328	N88°48'07"W	108.56	L371	S01°34'25"W	56.60
L253	S87°26'05"E	54.31	L287	N01°16'20"E	69.45	L329	N01°53'47"W	75.27	L372	N01°34'25"E	56.60
L254	N88°06'13"W	53.77	L288	S01°53'47"W	32.12	L330	N88°48'07"W	70.59	L373	N01°34'25"E	56.60
L255	N01°16'20"E	129.67	L289	S50°19'03"W	110.51	L331	N88°48'07"W	70.59	L374	S88°27'10"E	130.00
L256	S87°26'05"E	54.05	L290	N01°16'20"E	118.62	L332	S88°27'10"E	8.64	L375	S01°34'25"W	56.60
L257	N88°06'13"W	54.04	L291	N86°52'15"W	8.37	L333	S88°27'10"E	8.64	L376	S88°27'10"E	137.81
L258	N01°16'20"E	130.30	L292	N01°16'20"E	31.17	L334	S01°11'53"W	70.34	L377	S01°34'25"W	56.60
L259	S87°26'05"E	53.78	L293	S21°37'17"W	97.19	L335	S01°11'53"W	36.42	L378	N01°34'25"E	19.91
L260	N88°06'13"W	53.02	L294	N88°48'07"W	64.31	L336	N01°53'47"E	32.49	L379	S88°50'35"E	271.44
L261	N01°16'20"E	130.92	L295	S17°30'46"E	95.58	L337	S88°06'13"E	94.23	L380	S01°34'25"W	56.62
L262	S87°26'05"E	53.53	L296	N88°48'07"W	101.41	L338	N86°54'48"W	53.83	L381	S01°34'25"W	56.62
L263	N88°06'13"W	53.52	L297	S46°12'36"E	114.59	L339	S88°50'35"E	102.77	L382	N86°54'48"W	53.83
L264	N01°16'20"E	131.54	L298	S88°06'13"E	83.45	L340	S88°50'35"E	102.77	L383	S88°50'35"E	102.77
L265	S87°26'05"E	53.27	L299	N88°48'07"W	76.51	L341	S01°11'53"W	64.63	L384	S01°34'25"W	340.32
L266	N88°06'13"W	53.26	L300	N89°43'25"E	70.05	L342	S01°11'53"W	64.63	L385	N88°26'56"W	102.76
L267	N01°16'20"E	132.16	L301	S01°16'20"W	117.99	L343	S88°06'13"E	75.80	L386	N88°26'56"W	102.76
L268	S87°26'05"E	53.02	L302	N01°16'20"E	132.78	L344	S01°34'25"W	59.27	L387	N86°52'15"W	40.88
L269	N88°06'13"W	53.01							L388	N88°24'43"W	49.87
L270	N01°16'20"E	132.78									

- LEGEND**
- FOUND SOUTH 1/4 CORNER
  - STREET MONUMENT
  - SET 3/8" X 24" REBAR WITH 2" AC MK'D "SHAYLOR 19110"
  - SET 3/8" X 24" REBAR WITH 1 1/2" YPC MK'D "SHAYLOR 19110"
  - FOUND 3/8" REBAR
  - FOUND YPC MK'D "15625LS"
  - FOUND MONUMENT AS DESCRIBED
  - PERIMETER BOUNDARY
  - INTERIOR LOT BOUNDARY
  - ROAD CENTERLINE
  - OLD BOUNDARY
  - SECTION LINE
  - ADJACENT PROPERTY BOUNDARY
  - MEASURED
  - RECORD OR ADDITIVE RECORD - AMENDED PLAT OF LOT 4 OF THE MEDICAL TECH PARK MINOR SUBDIVISION (15625LS, 2017)
  - ALUMINUM CAP
  - YELLOW PLASTIC CAP
  - MARKED
- AREA**
- LOTS: 13.97 ACRES
  - STREETS & ALLEYS: 7.07 ACRES
  - TOTAL SUBDIVISION AREA: 21.04 ACRES



DRAFT

**WOITH ENGINEERING, INC.**  
ENGINEERS & SURVEYORS  
P.O. BOX 7326, GREAT FALLS, MONTANA 59406

JOB NO: 1808  
F.B.NO.: G.P.S.  
FILE: 1808PLAT.DWG  
DRAWN: D.W.G.C.  
DATE: 10/14/2018

1  
2



THE PLAT OF  
**MERIWETHER CROSSING**  
 AN ADDITION TO THE CITY OF GREAT FALLS, MONTANA  
 BEING LOTS 4B AND 4C OF THE CORRECTION OF THE AMENDED PLAT  
 OF LOT 4 OF THE MEDICAL TECH PARK AND LOCATED IN THE SW 1/4  
 SE 1/4 OF SECTION 18, TOWNSHIP 20 NORTH, RANGE 4 EAST, PRINCIPAL  
 MERIDIAN MONTANA, CASCADE COUNTY, MONTANA

NOTES:

BASIS OF BEARING FOR THIS SURVEY IS REFERENCED TO THE CORRECTION OF THE AMENDED PLAT OF LOT OF 4 OF THE MEDICAL TECH PARK MINOR SUBDIVISION, RESULTING IN A BEARING OF N01°16'32"E ALONG THE WEST BOUNDARY AS SHOWN HEREON.

NO UNDERGROUND UTILITIES OR SUBSURFACE IMPROVEMENTS WERE MAPPED AS PART OF THIS SURVEY.

MULTIPLE FENCE LINES, UTILITIES, AND ROADWAYS EXIST, TAKE NOTE THAT THEY DO EXIST AND ARE NOT SHOWN HEREON.

EASEMENTS OF SIGHT AND RECORD NOT SHOWN HEREON MAY EXIST.

THE RECORD INFORMATION SHOWN HEREON AS (R) IS REFERENCED TO THE CORRECTION OF THE AMENDED PLAT OF LOT 4 OF THE MEDICAL TECH PARK MINOR SUBDIVISION INDEXED AS P-2018-0000010 PL AND FILED IN THE OFFICE OF THE CLERK AND RECORDER OF CASCADE COUNTY, MONTANA ON MARCH 30, 2018.

CERTIFICATE OF OWNER

WE THE UNDERSIGNED PROPERTY OWNERS, DO HEREBY CERTIFY THAT WE HAVE CAUSED TO BE SURVEYED AND PLATTED INTO LOTS, BLOCKS, STREETS, AVENUES, AND ALLEYS AS SHOWN BY THE ATTACHED PLAT, THE TRACT OF LAND TO BE KNOWN AS THE PLAT OF MERIWETHER CROSSING AN ADDITION TO THE CITY OF GREAT FALLS, MONTANA, BEING LOTS 4B AND 4C OF THE AMENDED PLAT OF LOT 4 OF THE MEDICAL TECH PARK AND LOCATED IN THE SW 1/4 SE 1/4 OF SECTION 18, TOWNSHIP 20 NORTH, RANGE 4 EAST, PRINCIPAL MERIDIAN MONTANA, CASCADE COUNTY, MONTANA, MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT NORTHWEST CORNER OF SAID LOT 4C; THENCE S88°45'04"E A DISTANCE OF 589.59 FEET TO THE NORTHEAST CORNER OF SAID LOT 4C; THENCE S01°35'40"W ALONG THE EASTERLY BOUNDARY OF SAID LOT 4C A DISTANCE OF 589.94 FEET; THENCE S88°50'35"E ALONG THE NORTH BOUNDARY OF SAID LOT 4B A DISTANCE OF 374.21 FEET; THENCE S01°34'25"W ALONG THE EAST BOUNDARY OF SAID LOT 4B A DISTANCE OF 340.32 FEET; THENCE N88°26'56"W ALONG THE SOUTH BOUNDARY OF SAID LOT 4B A DISTANCE OF 292.74 FEET; THENCE S01°34'25"W ALONG THE EASTERLY BOUNDARY OF SAID LOT 4C A DISTANCE OF 372.04 FEET; THENCE N88°57'07"W A DISTANCE OF 513.58 FEET; THENCE N73°34'45"W A DISTANCE OF 155.92 FEET; THENCE N01°16'32"E ALONG SAID WEST BOUNDARY OF SAID LOT 4C A DISTANCE OF 1261.00 FEET TO THE POINT OF BEGINNING, CONTAINING 21.04 ACRES, MORE OR LESS.

THE ABOVE DESCRIBED TRACT OF LAND IS TO BE KNOWN AND DESIGNATED AS THE PLAT OF MERIWETHER CROSSING AN ADDITION TO THE CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA, AND THE LAND INCLUDED IN ALL STREETS, AVENUES, AND ALLEYS SHOWN ON SAID PLAT ARE HEREBY GRANTED AND DONATED TO THE USE OF THE PUBLIC FOREVER.

NEIGHBORWORKS GREAT FALLS

\_\_\_\_\_  
 AUTHORIZED OFFICER

STATE OF MONTANA )  
 : SS  
 COUNTY OF CASCADE )

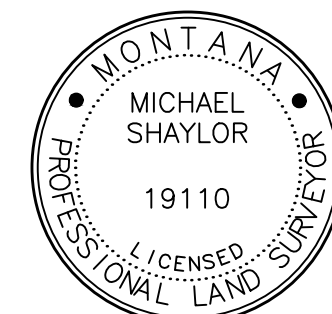
ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018, BEFORE ME, A NOTARY PUBLIC, IN AND FOR THE STATE OF MONTANA, PERSONALLY APPEARED, \_\_\_\_\_, KNOWN TO ME TO BE THE AN AUTHORIZED OFFICER OF NEIGHBORWORKS GREAT FALLS AND THE PERSON WHO EXECUTED THE FOREGOING CERTIFICATE OF OWNER AND HE/SHE ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME.

\_\_\_\_\_  
 NOTARY PUBLIC, STATE OF MONTANA

CERTIFICATE OF SURVEYOR

STATE OF MONTANA )  
 : SS  
 COUNTY OF CASCADE )

I, MICHAEL SHAYLOR, OF MISSOULA, MONTANA, HEREBY CERTIFY: THAT THIS MAP WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY PERFORMED UNDER MY DIRECTION DURING THE MONTHS OF JULY & AUGUST, 2018 AND FROM RECORDS ON FILE WITH THE OFFICE OF THE CLERK AND RECORDER, CASCADE COUNTY, MONTANA, AND THAT THIS MAP CORRECTLY REPRESENTS THE POINTS AND CORNERS AS SET OR FOUND AT THE TIME OF SAID SURVEY.



DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018 By: \_\_\_\_\_  
 MICHAEL SHAYLOR, PLS  
 MONTANA REGISTRATION No. 19110

DRAFT

CERTIFICATE OF GREAT FALLS PLANNING BOARD

WE, THE UNDERSIGNED, PETER FONTANA, CHAIRMAN OF THE SAID GREAT FALLS PLANNING BOARD, GREAT FALLS, CASCADE COUNTY, MONTANA, AND CRAIG RAYMOND, SECRETARY OF THE GREAT FALLS PLANNING BOARD, DO HEREBY CERTIFY AND ATTEST THAT THE ACCOMPANYING PLAT OF MERIWETHER CROSSING AN ADDITION TO THE CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA, HAS BEEN SUBMITTED TO THE SAID GREAT FALLS PLANNING BOARD FOR EXAMINATION BY THEM AND WAS FOUND BY THEM TO CONFORM TO LAW AND WAS APPROVED AT A MEETING HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.

\_\_\_\_\_  
 PETER FONTANA, CHAIRMAN  
 GREAT FALLS PLANNING BOARD

\_\_\_\_\_  
 CRAIG RAYMOND, SECRETARY  
 GREAT FALLS PLANNING BOARD

CERTIFICATE OF PUBLIC WORKS DIRECTOR

I, JIM REARDEN, PUBLIC WORKS DIRECTOR FOR THE CITY OF GREAT FALLS, MONTANA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE ACCOMPANYING PLAT OF MERIWETHER CROSSING AN ADDITION TO THE CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA, AND THE SURVEY THAT IT REPRESENTS, AND I FIND THE SAME CONFORMS TO THE REGULATIONS GOVERNING THE PLATTING OF LAND AND TO PRESENTLY PLATTED ADJACENT LAND, AS NEAR AS CIRCUMSTANCES WILL PERMIT AND I DO HEREBY APPROVE THE SAME ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.

\_\_\_\_\_  
 JIM REARDEN, PUBLIC WORKS DIRECTOR  
 CITY OF GREAT FALLS, MONTANA

CERTIFICATE OF CITY COMMISSION

I, GREGORY T. DOYON, CITY MANAGER OF THE CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA, DO HEREBY CERTIFY THAT THE ACCOMPANYING PLAT OF MERIWETHER CROSSING AN ADDITION TO THE CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA, WAS DULY EXAMINED AND APPROVED BY THE COMMISSION OF THE CITY OF GREAT FALLS AT ITS REGULAR MEETING HELD ON \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.

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

CERTIFICATE OF AVAILABILITY OF MUNICIPAL SERVICES

I, GREGORY T. DOYON, CITY MANAGER OF THE CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA, DO HEREBY CERTIFY THAT THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, FOUND THAT ADEQUATE MUNICIPAL FACILITIES FOR THE SUPPLY OF WATER AND DISPOSAL OF SEWAGE AND SOLID WASTE ARE AVAILABLE TO THE ABOVE DESCRIBED PROPERTY, NAMELY, THE FACILITIES OF THE CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA, AND THAT THIS CERTIFICATE IS MADE PURSUANT TO SECTION 76-4-124, MCA, THEREBY PERMITTING THE CLERK AND RECORDER OF CASCADE COUNTY, MONTANA TO RECORD THE ACCOMPANYING PLAT. DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.

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

CERTIFICATE ACCEPTING A CASH DONATION IN LIEU OF PARK DEDICATION

I, GREGORY T. DOYON, CITY MANAGER OF THE CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA, DO HEREBY CERTIFY THAT THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, MADE THE FOLLOWING ORDER AT A REGULAR MEETING HELD ON THE 7TH DAY OF MAY, 2013, TO-WIT: "THE CITY COMMISSION FOUND NO NECESSITY DUE TO THE SIZE AND LOCATION OF THE PROPOSED RESIDENTIAL SUBDIVISION FOR THE SETTING ASIDE OR DEDICATION OF ANY PARK OR PLAYGROUND WITHIN THE PLATTED AREA OF THE PLAT OF MERIWETHER CROSSING AN ADDITION TO THE CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA. IT IS HEREBY ORDERED BY THE COMMISSION OF THE CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA, THAT A CASH DONATION IN THE SUM OF \$71,041 BE ACCEPTED FOR THE PARK FUND IN LIEU OF THE LAND THAT WOULD HAVE BEEN DEDICATED IF A DEDICATION WERE MADE, IN ACCORDANCE WITH SECTION 76-3-621(4), MCA". DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.

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

CERTIFICATE OF COUNTY TREASURER

I, JAMIE BAILEY, COUNTY TREASURER OF CASCADE COUNTY, MONTANA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE RECORDS COVERING THE AREAS INCLUDED IN THE ACCOMPANYING PLAT OF MERIWETHER CROSSING AN ADDITION TO THE CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA, AND FIND THAT THE TAXES ON THE SAME HAVE BEEN PAID FOR THE LAST FIVE YEARS. DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.

\_\_\_\_\_  
 JAMIE BAILEY, TREASURER  
 CASCADE COUNTY, MONTANA

	<b>WOITH ENGINEERING, INC.</b> <b>ENGINEERS &amp; SURVEYORS</b> P.O. BOX 7326, GREAT FALLS, MONTANA 59406	JOB NO: 1808 F.B.NO.: G.P.S. FILE: 1808PLAT.DWG DRAWN: D.W.G.C. DATE: 10/4/2018	<div style="font-size: 24pt; border: 1px solid black; padding: 5px; display: inline-block;">2 OF 2</div>
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**FINDINGS OF FACT/BASIS OF DECISION – MONTANA SUBDIVISION AND PLATTING ACT**

Lot 4B and 4C of the Correction of an Amended Plat of Lot 4 of the Medical Tech Park Minor Subdivision located in the SW1/4 SE 1/4 of Section 18, T20N, R4E, P.M.M., Cascade County, Montana and the adjoining right-of-way of 24th Avenue South.

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

**PRIMARY REVIEW CRITERIA:**

**Effect on Agriculture and Agricultural Water User Facilities:** The major subdivision is located just south and west of City limits and the owner has petitioned to annex the properties. The properties are currently vacant in the county and are not currently being used for agricultural purposes. Thus, the proposed major subdivision will not interfere with any agricultural irrigation system or present any interference with agricultural operations in the vicinity.

**Effect on Local Services:** Lots in the subdivision will extend and connect to City water and sewer mains. The Owner will pay the cost of extending these utility mains. The owners of the units within the subdivision will pay regular water and sewer charges, and monthly storm drain charges.

The properties are south of and west of City limits that are currently receiving law enforcement and fire protection service from the City of Great Falls. The first phase of the development will provide multiple points of public access to the development for these services. The subject properties are on the southern periphery of the City limits where fire and other emergency services will be stretched thin as the community develops. At this time, the City will be able to provide essential services as necessary, but it should be noted that response times are in the seven to eight-minute level.

During the public hearing for the Planning Advisory Board/ Zoning Commission on August 14, 2018, the question was asked by a local citizen in that area if the elementary school could take on the increased volume of students that this subdivision could potentially have. Staff has contacted the Great Falls Public Schools and it was verified that Sunnyside Elementary School is not at capacity and they welcome new homes in the area. If there was a large increase in students, the school would adjust to accommodate.

**Effect on the Natural Environment:** The subdivision is not expected to adversely affect soils or the water quality or quantity of surface or ground waters. Surface drainage from the subdivision will flow to the proposed storm drain system which will ultimately will be treated in a proposed detention basin on site and then released into the existing storm drain system. The lot that the proposed detention basin is located on will be dedicated to the City in the Final Plat process. The design of this proposed system will be reviewed and approved by the Public Works Department.

**Effect on Wildlife and Wildlife Habitat:** The subdivision is surrounded by existing neighborhoods to the west and northwest, the existing college to the north, various office buildings and

residential to the northeast and proposed multi-family residential to the east. This is not in an area of significant wildlife habitat beyond occasional migrating fowl.

**Effect on Public Health and Safety:** Based on available information, the subdivision is not subject to abnormal natural hazards nor potential man-made hazards. The subdivision itself will not have a negative effect on Public Health and Safety. As noted above however, emergency services response times are in the seven to eight-minute range.

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

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

**EASEMENT FOR UTILITIES**

The developer shall provide necessary utility easements to accommodate water mains, sanitary sewer mains and private utilities to serve all lots of the subdivision.

**LEGAL AND PHYSICAL ACCESS**

Legal and physical access to the proposed development will be from the extension of 20<sup>th</sup> Street South, which is proposed to intersect with the existing 24<sup>th</sup> Avenue South. The development is also proposing connections of 21st Avenue South from east to west, the establishment of 22<sup>nd</sup> Avenue South, and the connection of 23<sup>rd</sup> Avenue South and 22<sup>nd</sup> Street South to the proposed development to the east. These are all proposed public roads as well as an existing road proposed to be annexed into city limits and will be maintained by the City of Great Falls.

We have annotated the City of Great Falls Development Application checklist, form date 5/1/14, to assist you and your staff in evaluating the submission. The following is intended to supplement the checklist annotation:

**PURPOSE AND INTENT**

**a) Project Overview and Goals**

The proposed residential community will offer homes in a new neighborhood adjacent to a developing area of town. The project will be adjacent to a newly improved roadway to the south with wide sidewalks for walking or jogging and the improvements will improve the character of the area by adding stormwater control measures as well as landscaping to an existing vacant lot. Existing streets that are currently broken up will be connected to provide easier routes for circulation. For these reasons and more, the applicant respectfully requests a PUD zoning to help further promote flexibility in development design.

**b) Overall design concept to include, use categories, themes, or other significant features**

The location of the development and the topography of the existing property drove the design and layout of the proposed development. A connected neighborhood / community was the primary design concept with a desire to provide two different housing options for prospective home buyers. Included lot layouts are alley-loaded single family homes with detached garages for the NWGF Mutual Self-help (MSH) housing program, and the other option for homes will be Cottage style homes which are ranch style with attached garages.

**Land Use Plan**

**a) Description of proposed land use categories, include acreages and location if more than one land use category is proposed**

The overall concept of the project is to develop streets and infrastructure for residential homes.

**b) Brief discussion of the Conceptual Site Plan**

The main idea of the layout of the site was to improve 20th Street S from the 24<sup>th</sup> Ave S all the way to the north property line which would provide access from the newly improved 24<sup>th</sup> Ave S roadway to the new home sites and provide access to the existing residents that was a step up from the existing gravel roadway. Cottage home sites will be located along the north end and the most southern and eastern boundaries with the MSH concept lots located in the center blocks of the site.

Natural topography was followed as closely as possible and roadways were laid out to connect existing roads together throughout the site. Non-motorized access around the site will be provided with boulevard sidewalk on all roads.

**Site Conditions and Location**

**a) Acreage**

The overall site proposed for the development contains 20.60 acres.

**b) Location in relation to major intersections or areas of regional significance**

The development is located to the north of 24th Ave South which was recently improved as a part of an MDT project. Other higher density residential projects have been constructed or are in the process of being built to the east of the proposed site along with the associated infrastructure improvements.

**c) Topography and natural features**

The elevations on the site are highest on the south boundary and slope downward as you move to the north with some higher areas along the east side of the property. Drainage on the site conveys stormwater from the southeast to the northwest.

**Zoning and Land Use Compatibility**

**a) Describe existing zoning on and adjacent to site, to include conformance with the objectives, policies, design guidelines, and planned land uses and intensities of all applicable planning areas**

The current zoning assigned to the proposed lots are county urban residential which is the same as the zoning assigned to the adjacent lots to the west.

**b) Describe existing land uses on and adjacent to site**

The site proposed for development is currently vacant land used for pasture and is located outside of the Great Falls city limits. Properties to the west have similar land use to the subject property but have been developed in the county as home sites. The properties to the east have been annexed into the City and are being developed into apartment buildings. North of the site a parcel owned by the Great Falls College that is mostly vacant with one school building on the far east end adjacent to 23<sup>rd</sup> St S.

**c) Describe existing and adjacent character**

Development of the site will be a major transformation of the site from a bare land to a new and exciting neighborhood and community that will bring new life and energy to this side of town in addition to the new residential developments that are proposed to be constructed to the east.

**List of Uses**

**a) Permitted Uses**

Land uses for this development will follow the permitted zoning regulations for R-3 zoning. The primary use will be single family detached but any use designated in R-3 will be allowed. Also we are in discussion with the City of Great Falls to sell them one of the MSH lots to use as a water system booster pump station so this will be included as a specific conditional use.

**Development Standards**

**a) Density and number of dwelling units**

The development will contain 83 residential parcels, one open space parcel, and another open space parcel for the storm water pond.

- b) Minimum lot width/depth**
- c) Building setbacks/build to lines** ( See attached PUD Zoning Standards table for items b - h )
- d) Landscape setbacks**
- e) Building separation**
- f) Height**

**g) Lot coverage**

- Assumed maximum building footprints:	MSH COTTAGE	30' x 52' 30.75' x 42'	= 1,560 sf = 1,291.5 sf
- Assumed a 25 x 25 detached garage for MSH homes with a 20' wide driveway from setback to alley (12')			= 865 sf
- Assumed a 16' wide driveway for Cottages from setback to sidewalk (21')			= 336 sf

Total lot impervious coverage area	MSH COTTAGE	2,425 sf 1,628 sf
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**h) Division of Uses** N/A

**Design Guidelines**

The Guidelines for Design Review section of the Zoning Ordinance establishes minimum design guidelines for development. The PUD Narrative is expected to exceed these standards by meeting the Objectives outlined in the Planned Unit Development Basis of Decision (17.16.29.050)

**Signs**

**a) Location**

Road signage will be placed at each intersection closely following standard City of Great Falls standards.

**b) Size**

Road signs will closely follow City standards for size.

**Infrastructure**

**a) Circulation Systems (streets, pedestrian circulation, trails, etc.)**

Road layout can be seen on the overall site layout plan and was configured to follow the existing pattern of the surrounding sites. An overall pedestrian boulevard sidewalk system following City standards has been incorporated into the site plan.

**b) Grading and Drainage**

The site has been graded to closely follow existing topography where possible. 20<sup>th</sup> Ave S will be lowered from the existing grades to allow for surface drainage to the northwest corner of the site which will be the primary method for runoff collection and conveyance. Runoff will be directed to street gutters which will convey it to the northwest to the proposed underground storm drain collection system. This system will convey flows to the proposed detention pond on the north end of 20<sup>th</sup> St S.

**c) Water and Wastewater Services**

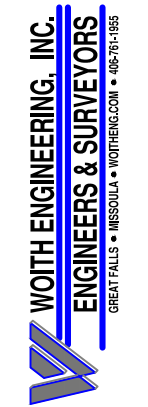
Public water main will be extended onto the site from a new system that will be installed for the residential developments to the east of the project as well as being extended from an existing system previously installed through the north end of the site.

A public wastewater system will also be constructed that will collect flows and gravity drain them to the northwest into an existing public sanitary sewer system.

**Phasing Plan**

**a) If no Phasing plan is proposed, state that there is no Phasing Plan**

Site construction phasing will be determined by NeighborWorks in conjunction with the City of Great Falls and will be as shown on the Preliminary Plat.



MED TECH PARK  
PLANNED UNIT DEVELOPMENT  
GREAT FALLS, MT

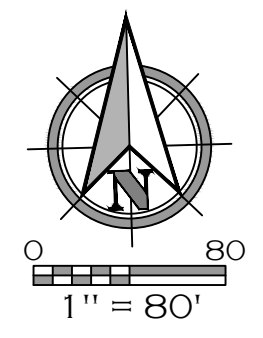
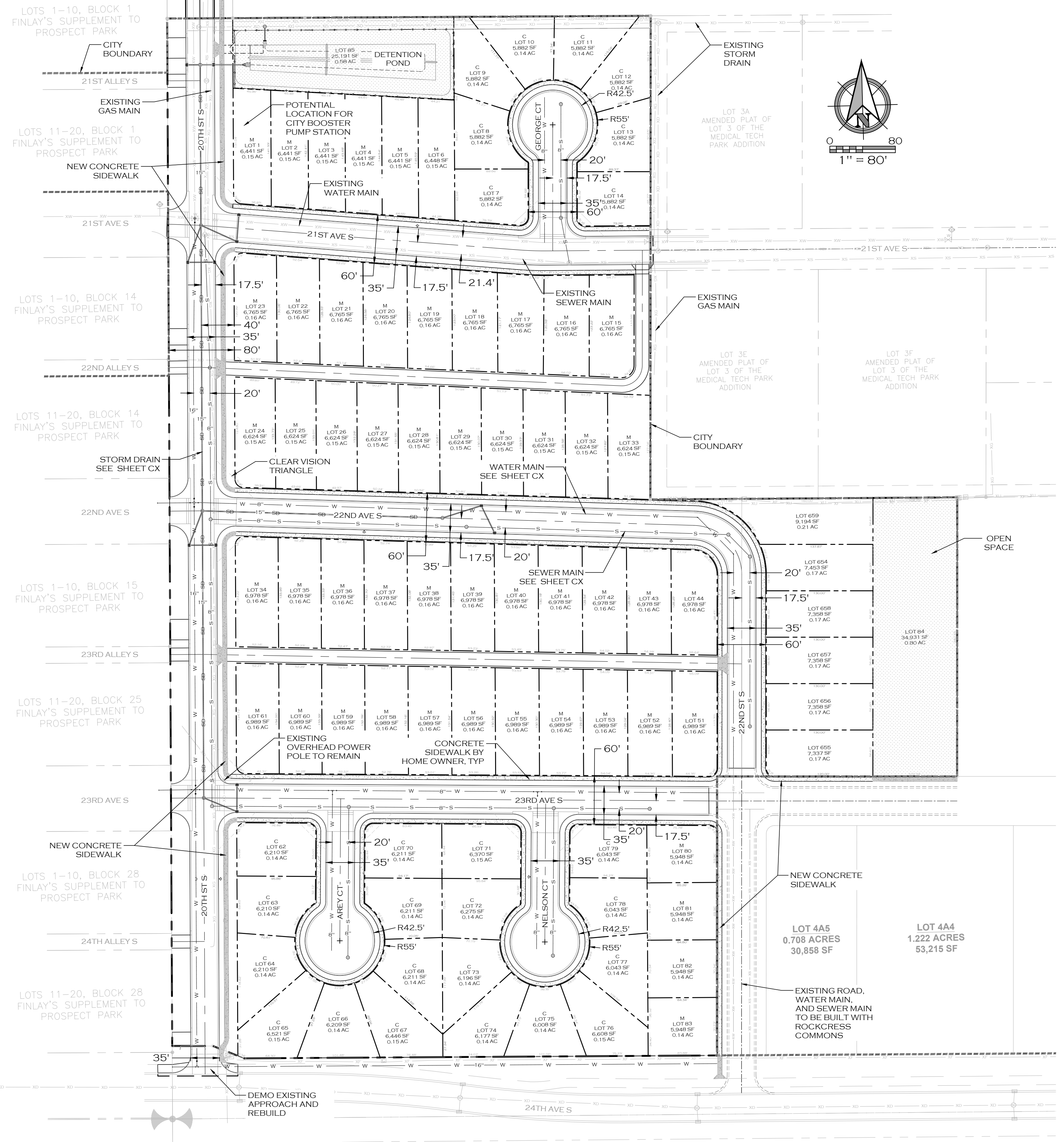




**LEGEND**

- PROPERTY LINES
- S-S- SANITARY SEWER
- W-W- WATER MAIN
- SD-SD- STORM DRAIN
- - - EXISTING PROPERTY LINES
- - - EXISTING EASEMENT LINES
- XG- EXISTING GAS
- XS- EXISTING SANITARY SEWER
- XW- EXISTING WATER
- XD- EXISTING STORM DRAIN
- XO- EXISTING OVERHEAD POWER LINE
- XU- EXISTING UNDERGROUND POWER LINE
- XF- EXISTING FIBER CABLE

- M  
LOT 000  
0 SF  
0.00 AC  
MUTUAL SELF HELP LOT (51)
- C  
LOT 000  
0 SF  
0.00 AC  
COTTAGE LOT (32)



1808	GP'S	DW	RB	RB	7/3/2018
JOB #:	FE:	DRAWN:	DESIGN:	QA:	DATE:
DATE	DESCRIPTION				
DATE	DESCRIPTION				

**WOITH ENGINEERING, INC.**  
**ENGINEERS & SURVEYORS**  
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MED TECH PARK SUBDIVISION  
 GREAT FALLS, MONTANA  
 PRELIMINARY SITE PLAN

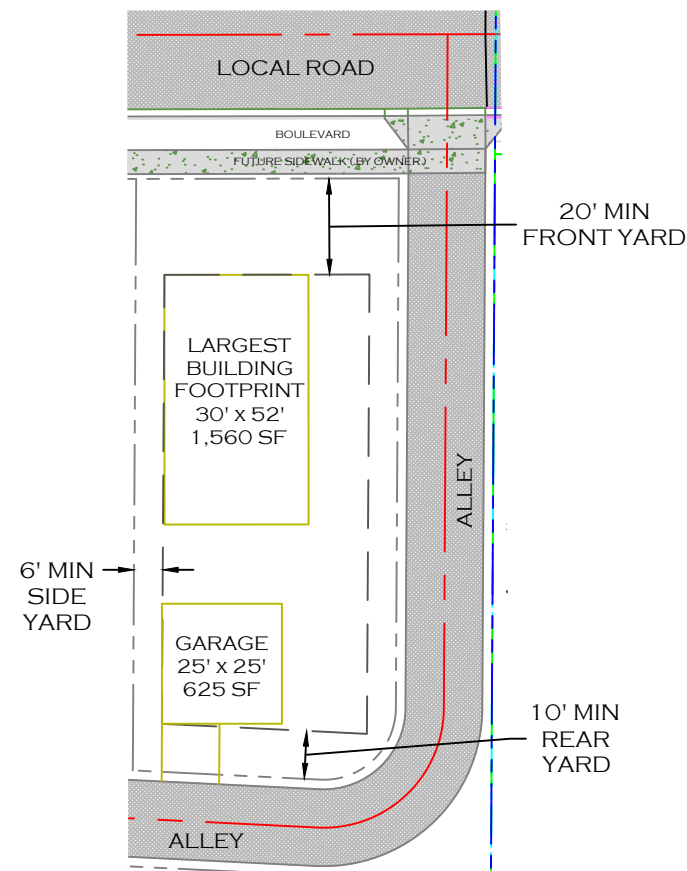


Know what's below.  
 Call before you dig.

## LOT DESIGN - MUTUAL SELF HELP (MSH) (ALLEY LOADED)

THE MSH ALLEY LOADED HOMES WILL BE BUILT BY NWGF WITH ASSISTANCE BY THE PROPOSED HOMEOWNER. LOCATED IN THE INTERIOR BLOCKS OF THE DEVELOPMENT, THESE AFFORDABLE HOMES WILL CONSIST OF AN ASSORTMENT OF FLOOR PLANS DEVELOPED BY NWGF AND WILL BE ALLEY LOADED WITH DETACHED GARAGES FACING PROPOSED ALLEYS.

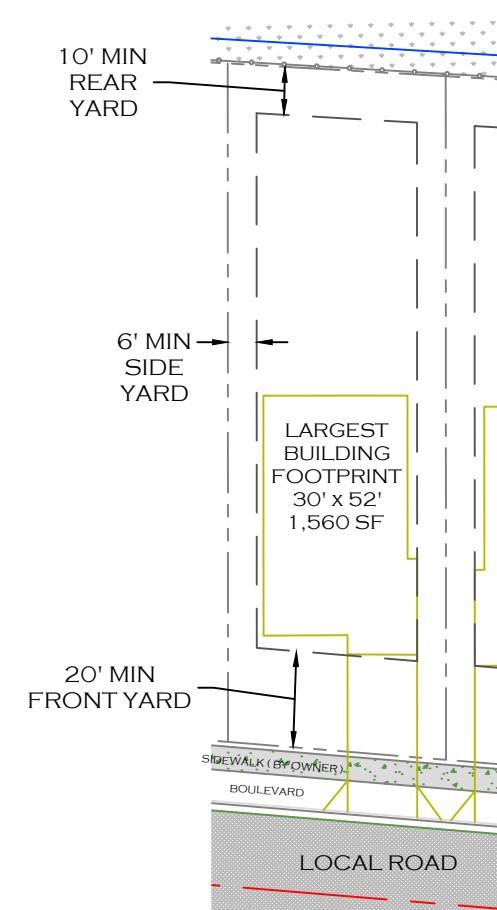
DEPTH	120' MIN, 135' MAX
FRONT YARD SETBACK	20' MIN
SIDE YARD SETBACK	6' MIN
REAR YARD SETBACK	10' MIN
PORCHES	MAY EXTEND INTO THE FRONT YARD SETBACK, NO MORE THAN 9', TOTAL AREA NOT TO BE MORE THAN 60% OF HOUSE COVERAGE.
GARAGE	REAR (ALLEY)



## LOT DESIGN - MUTUAL SELF HELP (MSH) (NO ALLEY)

THESE MSH HOMES WILL BE BUILT BY NWGF WITH ASSISTANCE BY THE PROPOSED HOMEOWNER. LOCATED ON THE EXTERIOR BLOCKS OF THE DEVELOPMENT, THESE AFFORDABLE HOMES WILL CONSIST OF A COUPLE OF SPECIFIC FLOOR PLANS DEVELOPED BY NWGF AND WILL BE FRONT LOADED WITH ATTACHED GARAGES FACING PROPOSED LOCAL ROADWAYS.

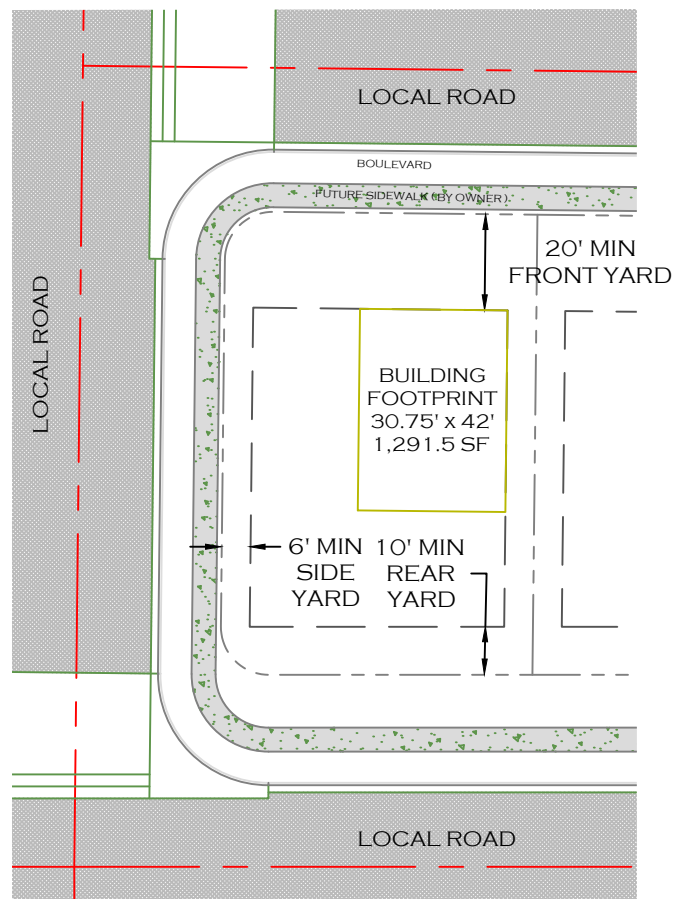
DEPTH	141' MIN, 146' MAX
FRONT YARD SETBACK	20' MIN
SIDE YARD SETBACK	6' MIN
REAR YARD SETBACK	10' MIN
PORCHES	MAY EXTEND INTO THE FRONT YARD SETBACK, NO MORE THAN 9', TOTAL AREA NOT TO BE MORE THAN 60% OF HOUSE COVERAGE.
GARAGE	FRONT (ATTACHED)



## LOT DESIGN - COTTAGE

THE COTTAGE HOMES WILL BE BUILT BY NWGF. LOCATED IN THE NORTH, SOUTH, AND EAST BLOCKS OF THE DEVELOPMENT, THESE AFFORDABLE HOMES WILL CONSIST OF A STANDARD OF FLOOR PLAN DEVELOPED BY NWGF AND WILL HAVE SINGLE CAR GARAGES FACING THE STREET.

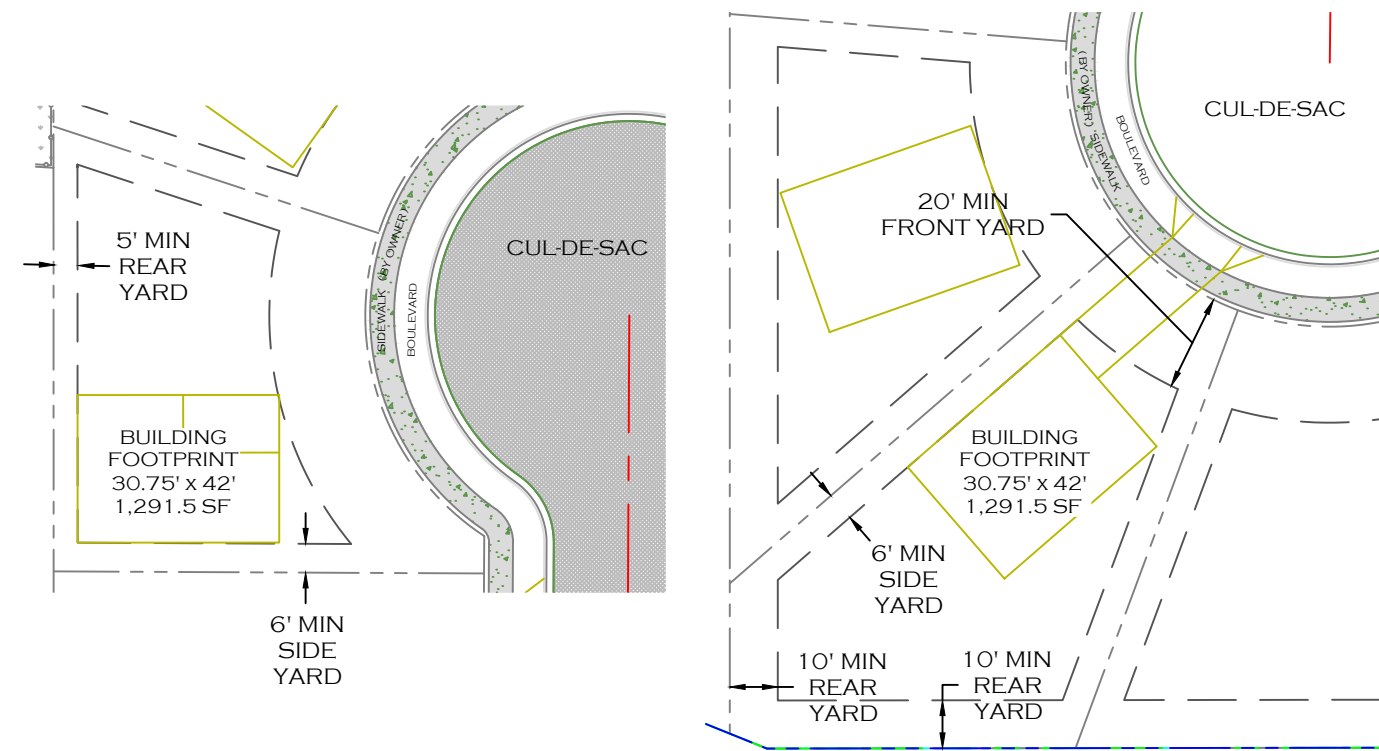
DEPTH	132' MIN, 162' MAX
FRONT YARD SETBACK	20' MIN
SIDE YARD SETBACK	6' MIN
REAR YARD SETBACK	10' MIN
PORCHES	MAY EXTEND INTO THE FRONT YARD SETBACK, NO MORE THAN 9', TOTAL AREA NOT TO BE MORE THAN 60% OF HOUSE COVERAGE.
GARAGE	FRONT (SINGLE CAR)



## LOT DESIGN - CUL-DE-SAC

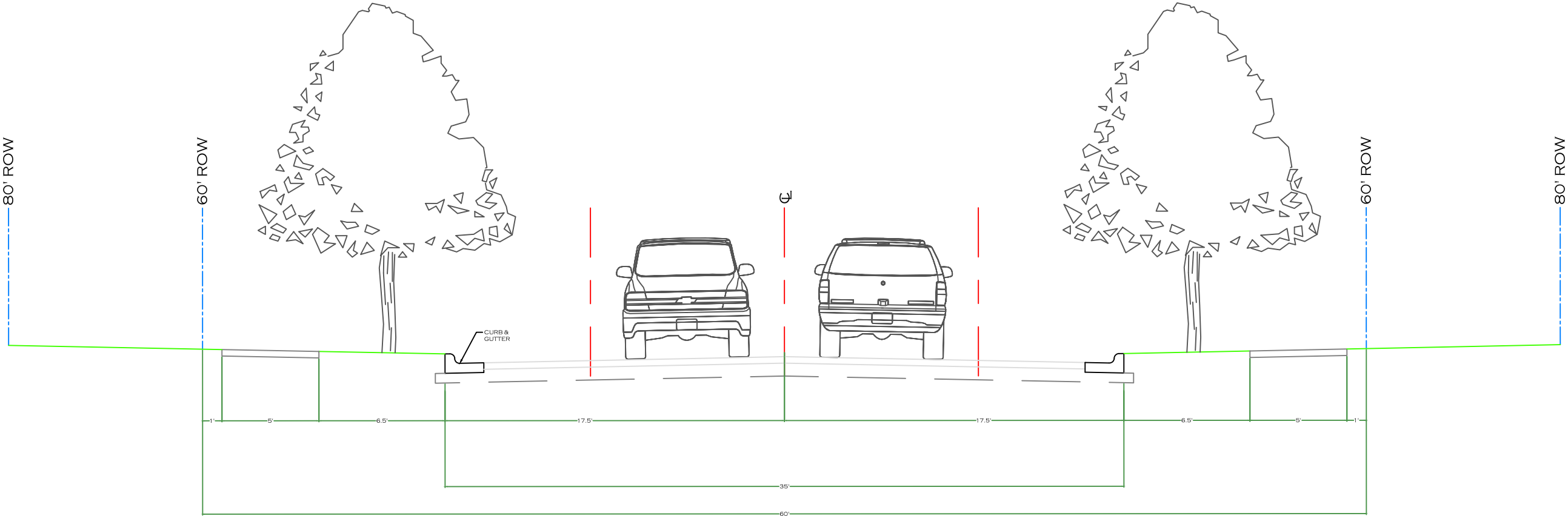
THE HOMES IN THE CUL-DE-SAC AREAS WILL BE COTTAGE HOMES AND WILL BE BUILT BY NWGF. LOCATED IN THE NORTH, SOUTH, AND EAST BLOCKS OF THE DEVELOPMENT, THESE AFFORDABLE HOMES WILL CONSIST OF A STANDARD OF FLOOR PLAN DEVELOPED BY NWGF AND WILL HAVE SINGLE CAR GARAGES FACING THE STREET.

DEPTH	69' MIN, 115' MAX
FRONT YARD SETBACK	20' MIN
SIDE YARD SETBACK	6' MIN
REAR YARD SETBACK	5' MIN
PORCHES	MAY EXTEND INTO THE FRONT YARD SETBACK, NO MORE THAN 9', TOTAL AREA NOT TO BE MORE THAN 60% OF HOUSE COVERAGE.
GARAGE	FRONT (SINGLE CAR)



# TYPICAL ROADWAY SECTION

STANDARD CITY LOCAL ROAD DESIGN LAYOUT WILL BE USED THROUGHOUT THE PROJECT. THE LOCAL ROADWAY TYPICAL SECTION WILL BE USED WITHIN THE 80' ARTERIAL RIGHT-OF-WAY AS WELL.



LOCAL STREET SECTION



## Med Tech Park Subdivision Traffic Analysis

Proposed Development Characteristics: A small-lot, single-family Planned Unit Development is proposed for subdivision and annexation upon a parcel of land lying generally north of 24<sup>th</sup> Avenue South, between 20<sup>th</sup> Street South and 22<sup>nd</sup> Street South. The first phase (Phase 1) will include 18 lots along the full northern edge of the subdivision, along with all streets, alleys, and water mains, sanitary sewer mains and storm water management improvements for the entire subdivision. Future phases will be developed according to the phasing schedule shown on the attached Exhibit A. At full build-out, the subdivision will include 83 single-family homes.

Existing Conditions: The parcels immediately to the east are scheduled to be developed as a multi-family complex referred to as “Rockcross Commons”, which will construct 23<sup>rd</sup> Street South from 21<sup>st</sup> Avenue South to 24<sup>th</sup> Avenue South; and, 23<sup>rd</sup> Avenue South from the extended 23<sup>rd</sup> Street South to (and including) a new segment of 22<sup>nd</sup> Street South between 23<sup>rd</sup> and 24<sup>th</sup> Avenues South. Construction is scheduled to start in late summer 2018.

To the west, sub-standard gravel roadways and alleys exist within a semi-rural subdivision outside the incorporated City limits. Existing unpaved roadways connecting to the proposed subdivision include 21<sup>st</sup>, 22<sup>nd</sup> and 23<sup>rd</sup> Avenues South. A sub-standard 20<sup>th</sup> Street South runs down the west side of the property, upon a recently-created easement. As the street was not a legal roadway until the easement was created in 2017, it has never been developed or maintained to any standard.

To the north, 20<sup>th</sup> Street South connects to a paved City street, 19<sup>th</sup> Avenue South, as well as the unpaved City street 20<sup>th</sup> Avenue South. 20<sup>th</sup> Street South is shown as a future Collector roadway in the Great Falls Long Range Transportation Plan’s “Future Roadway Network” map.

Finally, the recently improved major collector roadway, 24<sup>th</sup> Avenue South, abuts the proposed subdivision on the south. Along with reconstruction of 24<sup>th</sup> Avenue South, a 10-foot paved pedestrian/bicycle path was constructed on the north side of the right-of-way, running the length of the property.

The new trail along 24<sup>th</sup> Avenue South is the only bicycle or pedestrian facility in the area. However, the Rockcross Commons development will install sidewalks that connect to 23<sup>rd</sup> Street South. The nearest sidewalk on the west side of the proposed subdivision is on the north side of the intersection of 19<sup>th</sup> Avenue South and 20<sup>th</sup> Street South.

Future Improvements: Other than the streets and sidewalks to be constructed within the Rockcross Commons development, no roadway, bicycle or pedestrian improvements are planned in the area.

Trip Generation: From the ITE Trip Generation Manual (9<sup>th</sup> edition), the average trip generation rate for single-family detached housing units is 9.52 trips per occupied dwelling unit on a weekday. For the 83 homes proposed in the subdivision, this equates to approximately 790 daily trips.

### Trip Distribution:

Primary access to and from the proposed subdivision would be mainly the north/south 20<sup>th</sup> Street South on the west; the north/south 23<sup>rd</sup> Street South on the east; the east/west 24<sup>th</sup> Avenue South;

and, the east/west 21<sup>st</sup> Avenue South. Little traffic is anticipated to use the gravel roads west of the subdivision.

Because drivers' route decisions are based upon various factors such as direction of their destination, travel time, safety, and convenience (i.e., minimal turning movements, stopping/starting or other influences that require fluctuations in speed), drivers are expected to take one of multiple routes to access/exit the proposed subdivision and these routes are expected to vary from trip to trip.

The trip distribution percentages for vehicles entering/exiting the proposed subdivision are estimated to be:

- 15% north on 20<sup>th</sup> Street South (119 vehicle trips per day)
- 15% east on 21<sup>st</sup> Avenue South (119 vehicle trips per day)
- 15% east on 23<sup>rd</sup> Avenue South (119 vehicle trips per day)
- 15% south on 22<sup>nd</sup> Street South (119 vehicle trips per day)
- 40% south on 20<sup>th</sup> Street South (316 vehicle trips per day)
- Negligible traffic using the unpaved 20<sup>th</sup>, 21<sup>st</sup>, 22<sup>nd</sup>, and 23<sup>rd</sup> Avenues to the west

#### Distribution Notes:

1. Many of the trips north on 20<sup>th</sup> Street South are expected to be elementary school-related, as there are no direct routes to the community. If 20<sup>th</sup> Street South is ever constructed as a through-street northward, connecting to the segment past the universities, this roadway will carry more trips.
2. If the gravel streets to the east are ever paved, they will attract a bit more traffic, though not a significant amount.
3. Construction of the new roadways in the area will provide improved access to and from the rural neighborhood to the west. However, the number of vehicles accessing the proposed subdivision's streets from the west is not expected to be significant. It is expected that 20<sup>th</sup> Street South will attract a small amount of trips serving properties from outside the subdivision.
4. 23<sup>rd</sup> Avenue South and 21<sup>st</sup> Avenue South within the proposed subdivision will also attract some trips from both the new Rockcross Commons as well as the Talus apartments located to the east on 21<sup>st</sup> Avenue South. Most of the trips from these properties to the east would most likely be associated with Sunnyside Elementary School located to the northwest of the proposed subdivision.
5. 24<sup>th</sup> Avenue South, as the most direct and highest-speed roadway, is expected to be the main travel route between the proposed subdivision and the greater community, channeling vehicles west to 13<sup>th</sup> Street South and east to 26<sup>th</sup> Street South.

#### Transit and Non-motorized Travel:

Sidewalks will be constructed along each lot frontage at the time of home construction, and will connect to an existing sidewalk network. No extension of transit service to the development is proposed, as the area is outside of the Transit District boundary. Bicycle travel is expected to utilize

the shared-use path along 24<sup>th</sup> Avenue South, providing direct bicycle access to the proposed subdivision.

Analysis, Conclusions and Recommendations:

The existing transportation network and proposed roadway layout is expected to have sufficient capacity to accommodate traffic generated by the proposed subdivision. The nearness of the newly reconstructed 24<sup>th</sup> Avenue South and the pending extension of 23<sup>rd</sup> Street South will provide easy access to and from the development. Lack of paving of the streets to the west will discourage traffic through the existing neighborhood, and the shared use path along 24<sup>th</sup> Avenue South will allow bicyclists and pedestrians to safely travel to and from their homes. However, a “gap” in paving and sidewalks at the northwest corner of the proposed subdivision (on 20<sup>th</sup> Street South) is a safety and maintenance concern, as it would be the main connection to the elementary school serving the neighborhood.

24<sup>th</sup> Avenue South carries around 2,064 AADT (Annual Average Daily Traffic). With the widening and reconstruction of 24<sup>th</sup> Avenue South to minor arterial standards, there is ample capacity on the roadway to accommodate additional trips from both the proposed and the adjoining Rockcross Commons developments.

The following recommendations are based upon review of the proposed development and analysis of its impact upon the transportation network:

- Paving of 20<sup>th</sup> Street South between the subdivision boundary and the paved section of 19<sup>th</sup> Avenue South should occur during Phase I. This should include sidewalk along the east side of the street to the existing sidewalk on 19<sup>th</sup> Avenue South, to provide a safe route for school children.
- 20<sup>th</sup> Street South should be constructed as a collector, to accommodate expected future traffic volumes.
- Utility service lines must be installed prior to paving of the streets, to preserve the long-term integrity of the new streets.
- Alleys must be paved, to City standards. Dry utilities in the alleys should be installed prior to paving of the alleys.
- Stop signs should be installed at the avenues meeting 20<sup>th</sup> Street South and the streets meeting 24<sup>th</sup> Avenue South, and should be considered at other intersections in the neighborhood.
- Sidewalks must be installed adjacent to any non-residential lots within the proposed subdivision at the time of paving of the roadways and installation of curb and gutter.

