



**City Commission Meeting Agenda
2 Park Drive South, Great Falls, MT
Gibson Room, Civic Center
October 06, 2020
7:00 PM**

UPDATES CONCERNING PROCESS OF MEETINGS

Due to the COVID-19 health concerns, the format of the City Commission meeting may be modified to accommodate Commission member attendance in person, via a remote location/virtual meeting method, or to appear telephonically. In order to honor the Right of Participation and the Right to Know (Article II, Sections 8 and 9 of the Montana Constitution), modifications have also been made for public participation. Public participation is welcome in the following ways:

- Attend in person. Refrain from attending in person if you are not feeling well. The City will require social distancing at the meeting, and may limit the number of persons in the meeting room according to applicable health guidelines.
- Provide public comments via email. Comments may be sent via email before 12:00 PM on Tuesday, October 6, 2020, to: commission@greatfallsmt.net. Include the agenda item or agenda item number in the subject line, and include the name of the commenter and either an address or whether a city resident. Due to tracking and dissemination requirements, written communication must be received by that time in order to be shared with the City Commission and appropriate City staff for consideration during the agenda item and before final vote on the matter; and, will be so noted in the official record of the meeting.
- Call-in. The mayor will announce specific public comment periods. At that time, the public may call 406-761-4786 to provide public comment specific to that agenda item. All callers will be in a queued system and are asked to remain on hold and be patient. Calls will be taken in the order in which they are received. **When your call is answered, mute the online or television audio to avoid time-delayed background noise/feedback, and do not use speakerphone when commenting.** Callers will be restricted to customary time limits. We ask for your patience in the event there are technical difficulties.
- The agenda packet material is available on the City's website: <https://greatfallsmt.net/meetings>. The Public may view and listen to the meeting on government access channel City-190, cable channel 190; or online at <https://greatfallsmt.net/livestream>.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL / STAFF INTRODUCTIONS

AGENDA APPROVAL

CONFLICT DISCLOSURE / EX PARTE COMMUNICATIONS

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 either your address or whether you are a city resident 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 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 15, 2020, City Commission Meeting.
6. Total Expenditures of \$4,420,528 for the period of September 1, 2020 through September 23, 2020, to include claims over \$25,000, in the amount of \$3,628,031.
7. Contracts List.
8. Renew the Mutual Aid and Assistance Agreement for Water and Wastewater Utilities and authorize the City Manager to execute the document.
9. Approve the Esri Small Enterprise Agreement for County and Municipal Government in the amount of \$153,000 total over a 3 year term and authorize the City Manager to execute the Agreement documents.
10. Award a construction contract in the amount of \$217,345 to WVH Enterprises, LLC, for the Great Falls Fire Station No. 4 Phase 2 Renovation project, and authorize the City Manager to execute the construction contract documents.
11. Set a public hearing for October 20, 2020 to consider a lease agreement of City owned property located in Wadsworth Park with the Electric City Archers of Great Falls.
12. Set a public hearing for October 20, 2020 to consider a lease agreement of the north portion of City owned property located in Community Hall Park with River City Harvest.
13. Set a public hearing for October 20, 2020 to consider a lease agreement of the south portion of City owned property located in Community Hall Park with Sunburst Unlimited Incorporated.

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

PUBLIC HEARINGS

14. Turbo Transportation Group LLC Annexation and Zoning Request of Tract 1B of Certificate of Survey No. 5077 and the adjoining Right of Way of Jasper Road; Minor subdivision of Double T Estates. *(Presented by Craig Raymond)*
- A.) Resolution 10372, to annex Tract 1B of Certificate of Survey No. 5077 and the adjoining right-of-way of Jasper Road; minor subdivision of Double T Estates. *Action: Conduct a joint public hearing and adopt or deny Res. 10372 and Findings of Fact/Basis of Decision and approve or deny Improvement Agreement.*
- B.) Ordinance 3224, to assign C-3 Highway Commercial zoning for Lots 1-3 and R-2 Single-family Medium Density for Lot 4 of Double T Estates. *Action: Adopt or deny Ord. 3224 and Findings of Fact/Basis of Decision.*
15. Little Shell Tribe of the Chippewa Indians of Montana Annexation and Zoning Request for Tract 2 of Certificate of Survey No. S-0005156 located along Stuckey Road. *(Presented by Craig Raymond)*
- A.) Resolution 10369, to annex the property legally described as Tract 2 of Certificate of Survey No. S-0005156. *Action: Conduct a joint public hearing and adopt or deny Res. 10369 and Findings of Fact/Basis of Decision and approve or deny the Improvement Agreement.*
- B.) Ordinance 3223, to assign M-2 Mixed-use transitional zoning. *Action: Adopt or deny Ord. 3223 and Findings of Fact/Basis of Decision. (Presented by Craig Raymond)*
16. Ordinance 3222, Approving the amended and restated urban renewal plan for the Downtown Urban Renewal District and to approve the Civic Center project as an urban renewal project. *Action: Conduct a public hearing and adopt or deny Ord. 3222. (Presented by Craig Raymond)*

OLD BUSINESS

NEW BUSINESS

ORDINANCES / RESOLUTIONS

17. Ordinance 3225, Request from Mike and Sheila Staigmiller and Mark and Mary Staigmiller assigning R-2 Single-family Medium Density to Tract 1 and Remainder Tract 1-A of Certificate of Survey No. 4120, properties addressed as 2001, 2003 and 2005 Upper River Road. *Action: Accept or not accept Ord. 3225 on first reading and set or not set a public hearing for November 4, 2020. (Presented by Craig Raymond)*
18. Resolution 10371, Relating to financing certain proposed improvements; establishing compliance with reimbursement bond regulations under the Internal Revenue Code to allow the reimbursement for costs of improvements for the recreation and aquatic facility by bond proceeds. *Action: Adopt or deny Res. 10371. (Presented by Melissa Kinzler)*

CITY COMMISSION

19. Miscellaneous reports and announcements from the City Commission.
20. Commission Initiatives.

ADJOURNMENT

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

Assistive listening devices are available for the hard of hearing, please arrive a few minutes early for set up, or contact the City Clerk's Office in advance at 455-8451. Wi-Fi is available during the meetings for viewing of the online meeting documents.

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

JOURNAL OF COMMISSION PROCEEDINGS
September 15, 2020

Regular City Commission Meeting

Mayor Kelly presiding

CALL TO ORDER: 7:00 PM

Commission Chambers Room 206

PLEDGE OF ALLEGIANCE

ROLL CALL/STAFF INTRODUCTIONS: City Commission members present: Bob Kelly, Tracy Houck, Mary Sheehy Moe, Owen Robinson and Rick Tryon. City staff present: City Manager Greg Doyon and Deputy City Manager Chuck Anderson, Deputy City Clerk Darcy Dea, Finance Director Melissa Kinzler, Planning and Community Development Director Craig Raymond, Public Works Science Program Specialist Nate Besich, Park and Recreation Director Steve Herrig, Assistant City Attorney Joe Cik, and Police Chief Dave Bowen.

Due to the COVID-19 health concerns, public participation is welcomed as follows:

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- Call-in. The public may call in during specific public comment periods at [406-761-4786](tel:406-761-4786). All callers will be in a queued system and are asked to remain on hold and be patient. Calls will be taken in the order in which they are received. Callers will be restricted to customary time limits. We ask for your patience in the event there are technical difficulties.

AGENDA APPROVAL: There were no proposed changes to the agenda by the City Manager or City Commission. The agenda was approved as presented.

CONFLICT DISCLOSURE/EX PARTE COMMUNICATIONS: None.

PROCLAMATIONS: Commissioner Tryon read a proclamation for Down Syndrome Awareness Month (October, 2020) and Commissioner Robinson read a proclamation for Direct Support Professional Week (September 13-19, 2020).

PETITIONS AND COMMUNICATIONS/NEIGHBORHOOD COUNCILS/BOARDS AND COMMISSIONS

1. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

Appearing telephonically was: **Donna Williams**, 2916 2nd Avenue North, commented that the correct number is 412 parts per minute for the August average of atmospheric CO₂.

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Commissioner Robinson expressed appreciation to Great Falls Rising President, Gerry Jennings and Board Members for their efforts delivering additional Census literature to rural schools. He reported that the Census count deadline may be extended to October 31, 2020 and currently 82.9% of households have been counted for in Montana.

CITY MANAGER

2. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

City Manager Greg Doyon reported on the following:

- The Great Falls Housing Authority's major electrical upgrade project at Parkdale is progressing.
- Completion of the Fire Station 4 project is scheduled for February, 2021 due to additional work; however, the Fire Station 1 pipeline is not as an extensive repair. The need for an additional Fire Station is a consideration through the Community Risk Reduction Plan; however, the existing Fire Stations need to be maintained.
- A re-issue Request for Proposal (RFP) is due September 22, 2020 for the lease of City-owned property located at Overlook Park.
- The City audit is underway. The Audit Committee makes recommendations to staff with regard to improving how the City handles its finances.
- Current Board and Commission openings include the following: Board of Adjustment/Appeals, Audit Committee and Parking Advisory Commission.
- Crime Map is a new tool offered by the Great Falls Police Department (GFPD) that provides a more in-depth look at reports of crimes happening in the City. The link can be found on the GFPD's website or at crimemapping.com.
- He met with the Malmstrom Air Force Base's (MAFB) "Tiger Team" to discuss race relations in the community. The goal is to address issues by connecting the African American community with the Great Falls Area Chamber of Commerce and the Defense Alliance. He added that African American Airmen have indicated that they don't always feel welcome in the City.
- The School Board of Trustees are interested in moving forward with regard to a land swap for the Aim High/Big Sky Recreation Facility. He requested that a Commissioner participate in the Review Committee with regard to the Defense Community Defense Infrastructure Program (DCIP) Grant.

Park and Recreation Director Steve Herrig announced that prior to the Commission meeting, he received notification that the Office of Economic Adjustment (OEA) approved the DCIP Grant and that a Grant Agreement will be forthcoming. Director Herrig commented that efforts with regard to the proposal was a team effort from two local firms, Planning and Community Development, Park and Recreation, as well as the City Manager's office.

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Mayor Kelly commented that the City could not have done this if not for the voters who supported passing the creation of Park District No. 1, which provides the City's portion of the match. He stated, "this is a community win-win-win all the way around and a great day for Great Falls."

CONSENT AGENDA.

3. Minutes, September 1, 2020, City Commission Meeting.
4. Total Expenditures of \$2,371,852 for the period of August 15, 2020 through September 2, 2020, include claims over \$5000, in the amount of \$2,117,347.
5. Contracts List.
6. Grants List.
7. Approve the Interlocal Agreement between the City of Great Falls and Cascade County for use of the 2020 Edward Byrne Justice Assistance Grant Program funds in the amount of \$31,610.
8. Authorize the City Manager to accept the DCIP Grant if awarded by OEA (Office of Economic Adjustment) for the amount of \$10,000,000 as a match for the new Aim High/Big Sky Recreation Facility and execute any necessary grant documentation.

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

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

Referring to Agenda Item 8, Commissioner Tryon inquired about transparency with regard to any adjustments or increases to the Park District No. 1 for maintenance of the indoor aquatics facility.

City Manager Doyon responded that after moving forward with the project, the City will have a better understanding of what it will take to operate the new Recreation facility. He added that the proximity of the facility to Malmstrom Air Force Base (MAFB) was appealing to the Department of Defense (DOD) and MAFB compensating the City for use of the facility will need to be addressed. Having a pool and recreation Center under one roof will change the way the building is utilized and will benefit the military and civilians. Manager Doyon commented that he is adamant about capping the total project of \$20,000,000 for the new facility and that he is also mindful of public safety needs. He continued that the bond period will likely be 15 to 17 years with a projected annual cost of \$900,000 and the remaining balance after prior commitments made with the Park Maintenance District No. 1 is projected to be approximately \$330,000. The site is large enough to accommodate a commercial development, which would provide a source of lease revenue for operating the facility.

Commissioner Tryon received clarification that the Request for Proposal (RFP) includes a 50-meter size pool so that the community can see the difference in cost between a 25 and 50 meter pool.

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Mayor Kelly reported that written correspondence (via September 15, 2020 email) was received from **Shyla Patera**, North Central Living Services, urging the Commission to promote disability accessible, inclusive and affordable community recreation for all citizens in the community with regard to Agenda Item 8.

Commissioner Houck reported that the location for the new facility would be accessible by public transit.

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

Motion carried 5-0.

PUBLIC HEARINGS

9. **ORDINANCE 3221, AMENDING TITLE 17 OF THE OFFICIAL CODE OF THE CITY OF GREAT FALLS (OCCGF): CHAPTER 20 LAND USE, EXHIBIT 20-1 PRINCIPAL USES BY DISTRICT, AND SECTION 17.20.6.080 REGARDING THE DISTANCE REQUIREMENTS BETWEEN ESTABLISHMENTS SEEKING LIQUOR LICENSES AND WORSHIP FACILITIES GOVERNED BY MONTANA STATUTE; AS WELL AS CONSIDERATION OF ALTERNATIVE ORDINANCE 3221, WHICH WOULD ADDITIONALLY REMOVE THE CURRENT DISTANCE REQUIREMENTS BETWEEN CASINOS AND WORSHIP FACILITIES.**

Planning and Community Development Director Craig Raymond reported that around the time that the City received an application for a Conditional Use Permit (CUP) from a church who wished to locate in a vacant building in the downtown, City staff began receiving phone calls and comments of concern from various persons associated with downtown businesses and groups. The cause of concern is that there exists in state statute and City ordinances restrictions on certain establishments which have liquor licenses within 600 feet of churches. If the church is allowed to exist it could hamper future efforts to locate additional alcoholic beverage serving establishments nearby.

Staff discovered that the state statute also allows local jurisdictions to replace those restrictions with options of their own and that other Montana cities have already allowed both churches and liquor serving establishments to enjoy similar flexibilities, liberties and benefits.

At a Planning Board public hearing, one member of the public expressed concern that casinos were not specifically mentioned and provided similar additional benefits as the liquor serving establishments. After discussions by the board, ultimately the Planning Advisory Board voted to recommend approval of the ordinance but with the inclusion of casinos similarly to taverns and the like. Staff recommends the original ordinance draft that does not specifically provide additional or new regulations related to casinos. Therefore, Staff presents the original staff recommended ordinance as well as the Planning Advisory Board alternative ordinance, which adds additional benefits to Type 1 and type 2 casinos.

Mayor Kelly asked if the Commissioners had any questions of Director Raymond.

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Mayor Kelly received clarification that other cities in Montana allow liquor establishments within 600 feet of churches.

Mayor Kelly inquired about allowing future requests from other types of facilities from being 600 feet from churches.

Assistant City Attorney Joe Cik responded that the statutory provisions related to Ordinance 3221 relates specifically to worship facilities and there are other statutory regulations on distancing from other types of facilities, such as schools.

Director Raymond added that there is a distinct difference between a church and a school.

Mayor Kelly inquired about the difference between Ordinance 3221 and Alternate Ordinance 3221.

Director Raymond explained that Ordinance 3221 allows a restaurant to have a full liquor license and Alternate Ordinance 3221 includes a liquor license, as well as gaming. The City zoning code already allows Accessory (minor) gaming in the C-4 zoning district, as well as in other non-residential zoning districts and Staff is not recommending any changes to Accessory gaming.

Mayor Kelly declared the public hearing open.

Speaking in favor of Ordinance 3221 was:

Ron Staley, City resident, expressed support of removing the restriction for the on premise alcohol sales within 600 feet of churches and allowing Calvary Chapel of Cascade County to operate in downtown without interfering with the freedoms of other downtown businesses.

Appearing telephonically in support of Ordinance 3221 were:

Scott Reasoner, City resident, expressed support of Ordinance 3221 for the full use of gaming with no restrictions in the downtown.

Brett Doney, Great Falls Development Authority (GFDA), 405 3rd Street NW, Suite 203, commented that Ordinance 3221 allows the community the opportunity to have continued mixed-use downtown and he expressed support of the Planning Board's recommended ordinance allowing greater flexibility for future business proposals.

No one spoke in person or telephonically in opposition to Ordinance 3221 or Alternate Ordinance 3221.

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

Commissioner Moe moved, seconded by Commissioner Houck, that the City Commission adopt Ordinance 3221, an Ordinance amending Title 17 of the Official Code of the City of Great Falls (OCCGF): Chapter 20 Land Use, Exhibit 20-1 Principal Uses by District, and

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Section 17.20.6.080 regarding the distance requirements between establishments seeking liquor licenses and worship facilities governed by Montana Statute.

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

Commissioner Moe commended the Planning and Community Development Department for finding a “win-win” solution that allows all parties to move forward and consideration of future businesses of the downtown with regard to the Conditional Use Permit (CUP).

Commissioner Tryon received clarification that Ordinance 3221 is a City-wide Ordinance that allows an establishment with a liquor license to be located next to a worship facility and Alternative Ordinance 3221 allows a casino to be located next to a worship facility. He further received clarification that City staff initiated Ordinance 3221 to find a positive solution to community concerns about worship facilities and establishments with a liquor license to co-exist.

Commissioner Robinson commented that he supports either ordinance; however, he prefers Alternative Ordinance 3221.

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

Motion carried 5-0.

10. RESOLUTION 10362, CONDITIONAL USE PERMIT FOR A “WORSHIP FACILITY” LAND USE UPON THE PROPERTY ADDRESSED AS 427 CENTRAL AVENUE REQUESTED BY CALVARY CHAPEL OF CASCADE COUNTY.

Planning and Community Development Director Craig Raymond reported that the applicant, David Saenz, lead pastor of Calvary Church of Cascade County, has submitted an application to request a Conditional Use Permit (CUP) to allow for a “Worship facility” land use at 427 Central Avenue. The subject property is zoned C-4 Central business core, wherein a “worship facility” land use is permitted upon receiving approval of a CUP and fulfillment of any required conditions. The subject property contains the Pennington Place Building, which has several other suites and has been vacant for quite some time.

The applicant is proposing to use the main floor and a portion of the basement as a meeting space and office use for the Church. Currently, the church occupies a space on Fox Farm Road and the applicant would like to move closer to the heart of the City. The applicant intends to use the building for church services on Sunday mornings, eventually expanding to Sunday nights and Wednesday nights. Smaller groups such as Men’s and Women’s Bible Studies and Youth Group meetings will also occasionally take place on site. During normal downtown business hours, the space will have a few staff members occupying the building and occasionally used for larger meetings. Off street parking requirements are not a consideration within this zoning district due to the provisions of the land use code and presence of several parking structures, which adequately serves the downtown and can accommodate this proposed use.

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Director Raymond concluded that religious organizations are protected by the Religious Land Use and Institutionalized Persons Act of 2000. The Department of Justice states: “The land use provisions of the Religious Land Use and Institutionalized Persons Act of 2000, protect individuals, houses of worship, and other religious institutions from discrimination in zoning and land marking laws.”

Applicant **David Saenz**, Calvary Chapel of Cascade County, reviewed and discussed the attached PowerPoint presentation covering introduction, mission and vision, current ministries, new space, intent and goal, interior renderings and conclusion.

Mayor Kelly asked if the Commissioners had any questions of the applicant. Hearing none, Mayor Kelly declared the public hearing open.

Speaking in support of Resolution 10362 were:

Applicant **David Saenz**, explained that if Resolution 10362 is approved, he would like to partner with the downtown community by becoming a positive resource as an outreach and service to the community. He added that the CUP is compliant with the City’s Growth Policy and Downtown Master Plan.

Jason Masu, City resident, expressed support for Ordinance 10362.

Appearing telephonically in support were:

Xavier Mercado, City resident, expressed support of the applicants request for a CUP.

Brett Doney, Great Falls Development Authority, 405 3rd Street NW, Suite 203, commented that GFDA supports allowing Calvary Chapel of Cascade County to be located downtown.

Written correspondence was received from **Matt and Bonnie Antonich**, (via 9/15/2020 email), expressed support for Resolution 10362.

No one spoke in opposition to Resolution 10362.

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

Commissioner Tryon moved, seconded by Commissioner Robinson, that the City Commission approve Resolution 10362 subject to the Findings of Fact and Basis of Decision, and the applicant fulfilling the listed Conditions of Approval.

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

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NEW BUSINESS

11. WEAVER ADDITION MINOR SUBDIVISION ADDRESSED AS 1715 VAUGHN ROAD.

Planning and Community Development Director Craig Raymond reported that the applicant, Amos Birky, is requesting a minor subdivision of the subject property, which is addressed as 1715 Vaughn Road, to create four lots. The proposed Lot 1 would consist of 11,804 square feet and currently contains a single-family house. Lot 2 would consist of 78,246 square feet and the existing A Jay Concrete Pumping business is located on the proposed lot. Lot 3 would consist of 23,066 square feet and the lot would be a vacant, undeveloped lot marketed for new development. Lot 4 would be 22,912 square feet and the existing office for the A Jay Concrete Pumping business is on the proposed lot. The proposed lots conform to all of the M-2 zoning district development standards as outlined in the Land Development Code.

The basis for a decision to approve, conditionally approve, or deny a proposed subdivision is whether it is demonstrated that development of the proposed subdivision meets the requirements of the Montana Code Annotated, is consistent with the City's zoning regulations and is in the public interest.

Commissioner Robinson moved, seconded by Commissioner Moe, that the City Commission approve the Amended Plat of the Minor Subdivision, as legally described in the Staff report, and the accompanying Findings of Fact, subject to the Conditions of Approval being fulfilled by the applicant.

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

Motion carried 5-0.

ORDINANCES/RESOLUTIONS

12. RESOLUTION 10352, TO LEVY AND ASSESS PROPERTIES WITHIN THE BUSINESS IMPROVEMENT DISTRICT.

Finance Director Melissa Kinzler reported that the initial creation of the BID was in 1989. It was renewed in 1999, 2009, and 2019, each for periods of ten years by petition of the property owners within the District.

The BID's overall purpose is to utilize assessment dollars through the BID to improve and revitalize the downtown area. The BID has not changed the areas of the district boundaries since its origination date.

On August 4, 2020, as required by Mont. Code Ann. § 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. Following the public hearing held on August 4, 2020, the City Commission moved to adopt the FY 2021 Work Plan and Budget for the BID.

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The actual assessment for 2020/2021 based on the above assessment formula will generate \$253,086.93 in assessment revenue.

Commissioner Tryon moved, seconded by Commissioner Robinson, that the City Commission adopt Resolution 10352.

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

Motion carried 5-0.

13. RESOLUTION 10353, TO LEVY AND ASSESS PROPERTIES WITHIN THE TOURISM BUSINESS IMPROVEMENT DISTRICT.

Finance Director Melissa Kinzler reported that the initial creation of the TBID was in 2008. On February 6, 2018, the City Commission approved Resolution 10222 re-creating said TBID for a duration of 10 years. The TBID's overall purpose is to promote tourism, conventions, trade shows, and travel to the City of Great Falls through the use of assessment revenue.

On July 21, 2020, as required by Mont. Code Ann. § 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. The assessment will be a flat fee of two dollars per occupied room night for establishments with 31 or more rooms and a flat fee of one dollar per occupied room night for establishments with 1-30.

The assessment amount requested by the TBID through their Work Plan and Budget was \$486,258. The actual assessment for Fiscal Year 2020/2021 based on the above assessment formula will generate \$635,453 in assessment revenue. Last year, the total assessment billed was \$779,677. The decrease of \$144,224 over last year's assessment is attributed to a decrease in lodging during the COVID-19 pandemic for the assessment period that ended June 30, 2020.

Commissioner Houck moved, seconded by Commissioner Moe, that the City Commission adopt Resolution 10353.

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

Motion carried 5-0.

14. ORDINANCE 3223, REQUEST FROM LITTLE SHELL TRIBE OF THE CHIPPEWA INDIANS OF MONTANA TO ASSIGN M-2 MIXED-USE TRANSITIONAL ZONING TO THE PROPERTY LEGALLY DESCRIBED AS TRACT 2 OF CERTIFICATE OF SURVEY NO. S-0005156 LOCATED ALONG STUCKEY ROAD.

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Planning and Community Development Director Craig Raymond reported that this agenda item is a proposal to annex and establish zoning for property owned by the Little Shell of Chippewa Indians of Montana.

The subject property is located off Stuckey Road immediately North of the former Montana Egg facility. The property already has a building that is used as an event center that they desire to increase in use. As such, having full access to City utilities and emergency services is beneficial to this goal.

Even though establishing the zoning district of M-2 Mixed use transitional could be considered a spot zone, Staff recommends this designation based on the current use of the property. The current zoning of the property within the County, and the City's past actions to create more flexible Mixed-use zoning areas along other roadway corridors in the City and the potential for other annexations in the immediate vicinity that would likely fit the M-2 zone in the foreseeable future.

The City is working with the Montana Department of Transportation (MDT) to improve and pave Stuckey Road right up to a portion of the Little Shell property. The tribe will be responsible for the last 30 feet and will be responsible for the installation of required public utilities.

Commissioner Moe moved, seconded by Commissioner Robinson, that the City Commission accept Ordinance 3223 on first reading and set the public hearing for October 6, 2020.

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

Commissioner Tryon received clarification that the extensions of the utilities will be completed before the Stuckey Road reconstruction.

Commissioner Robinson received clarification that the applicant is responsible for the remaining 30 feet of the Stuckey Road improvement.

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

Motion carried 5-0.

15. ORDINANCE 3224, REQUEST FROM TURBO TRANSPORTATION GROUP, LLC TO ASSIGN C-3 HIGHWAY COMMERCIAL ZONING TO LOTS 1-3, AND R-2 SINGLE-FAMILY MEDIUM DENSITY ZONING TO LOT 4 OF THE DOUBLE T ESTATES MINOR SUBDIVISION.

Planning and Community Development Director Craig Raymond reported that the applicant, Turbo Transportation Group, LLC, is proposing annexation, a four lot minor subdivision, and establishment of zoning for Tract 1B of Certificate of Survey No. 5077. The subject property is approximately 40.77 total acres and is currently undeveloped land located within Cascade County adjacent to the City limits on the west side of Great Falls near the airport and highway 15.

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Phase 1 includes development of Lot 1 of Double T Estates as a truck wash facility. Future phases are expected to include development of a truck repair facility and offices for Turbo Transportation Group on Lot 2, as well as a 180-unit mini-storage facility on Lot 3.

The 3 commercial uses are proposed at the western portion of the property adjacent and nearest to other existing and similar commercial uses. The configuration and zoning of C-3 is most appropriate. The future proposed lot 4 is intended to be a multiple lot residential subdivision. It is unclear at this time precisely how many lots will be proposed for future development. Until it goes through a specific and subsequent review and public hearing process before the Planning Board and City Commission, the land will remain undeveloped but zoned as R-2 Single Family Medium Density zoning. The applicant and developer will be required to fund all public utilities and roadway infrastructure.

Commissioner Robinson moved, seconded by Commissioner Tryon, that the City Commission accept Ordinance 3224 on first reading and set the public hearing for October 6, 2020.

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

Motion carried 5-0.

CITY COMMISSION

16. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

None.

ADJOURNMENT

There being no further business to come before the Commission, **Commissioner Robinson moved, seconded by Mayor Kelly, to adjourn the regular meeting of September 15, 2020, at 8:47 p.m.**

Motion carried 5-0.

Mayor Bob Kelly

Deputy City Clerk Darcy Dea

Minutes Approved: October 6, 2020



Commission Meeting Date: October 6, 2020
CITY OF GREAT FALLS
COMMISSION AGENDA REPORT

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

PRESENTED BY: Finance Director

ACTION REQUESTED: Approval with Consent Agenda

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

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

ACCOUNTS PAYABLE CHECK RUNS FROM NEW WORLD SEPT. 3, 2020 - SEPT. 23, 2020	569,359.90
ACCOUNTS PAYABLE CHECK RUNS FROM MUNIS SEPT. 3, 2020 - SEPT. 23, 2020	3,846,985.10
MUNICIPAL COURT ACCOUNT CHECK RUN FOR SEPT. 1, 2020-SEPT. 15, 2020	4,183.34
TOTAL: \$	<u><u>4,420,528.34</u></u>

GENERAL FUND

FIRE			
FALLS MECHANICAL LLC	FIRE STATION 4 PLUMBING REPAIRS		41,494.86

SPECIAL REVENUE FUND

STREET DISTRICT			
UNITED MATERIALS OF GREAT FALLS	OF 1708 SKYLINE ADDITION		25,630.27
UNITED MATERIALS OF GREAT FALLS	OF 1467 LOWER NORTH SIDE WATER MAIN REPLACEMENT (SPLIT AMONG FUNDS)		2,939.06
GAS TAX BaRSAA			
UNITED MATERIALS OF GREAT FALLS	OF 1467 LOWER NORTH SIDE WATER MAIN REPLACEMENT (SPLIT AMONG FUNDS)		173,391.29
MRTE INC	OF 1680.1 ENCINO DR/GRANDE VISTA ST REPAIRS PH 2		223,509.83
PARK DISTRICT			
UNITED MATERIALS OF GREAT FALLS	OF 1740.2 JAYCEE PARK IMPROVEMENTS		38,946.10
MRTE INC	OF 1737.2 GIBSON PARK & ELKS PARK TRAIL RESTORATION		57,048.00

ENTERPRISE FUNDS

WATER

ADVANCED ENGINEERING & ENVIRONMENTAL SRVCS INC	OF 1637.1 WTP FILTRATION IMPROVEMENTS	58,046.56
UNITED MATERIALS OF GREAT FALLS	OF 1476 LOWER NORTH SIDE WATER MAIN REPLACEMENT (SPLIT AMONG FUNDS)	150,586.75
SLETTEN CONSTRUCTION CO	OF 1637.1 WTP FILTRATION IMPROVEMENT	781,546.10

SEWER

VEOLIA WATER NORTH AMERICA	MONTHLY WWTP OPERATION CONTRACT	256,147.61
VEOLIA WATER NORTH AMERICA	MONTHLY CONTRACTED CAPITAL IMPROVEMENTS	12,500.00
VEOLIA WATER NORTH AMERICA	CENTRIFUGE #2 48,000 PREVENTIVE MAINT	87,466.49

STORM DRAIN

UNITED MATERIALS OF GREAT FALLS	OF 1476 LOWER NORTH SIDE WATER MAIN REPLACEMENT (SPLIT AMONG FUNDS)	58,124.78
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INTERNAL SERVICES FUND

HEALTH & BENEFITS

MONTANA MUNICIPAL INTERLOCAL AUTHORITY	SEPTEMBER 2020 EMPLOYEE INSURANCE & DEDUCTIBLES	917,661.70
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TRUST AND AGENCY

PAYROLL CLEARING

STATE TREASURER	MONTANA TAXES	45,375.00
FIREFIGHTER RETIREMENT	FIREFIGHTER RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	51,834.55
STATEWIDE POLICE RESERVE FUND	POLICE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	64,815.63
PUBLIC EMPLOYEE RETIREMENT	PUBLIC EMPLOYEE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	123,204.87
US BANK	FEDERAL TAXES, FICA & MEDICARE	194,314.70

UTILITY BILLS

NORTHWESTERN ENERGY	AUGUST 2020 SLD CHARGES	79,347.66
NORTHWESTERN ENERGY	JULY 2020 WATERPLANT CHARGES	23,843.56
HIGH PLAINS LANDFILL	AUGUST 2020 SANITATION CONTRACT	87,715.79
ENERGY KEEPERS	AUGUST 2020 ENERGY	72,540.00

CLAIMS OVER \$25000 TOTAL:

\$ 3,628,031.16

CITY OF GREAT FALLS, MONTANA

COMMUNICATION TO THE CITY COMMISSION

DATE: October 6, 2020

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

PRESENTED BY: Lisa Kunz, City Clerk

ACTION REQUESTED: Ratification of Contracts through the Consent Agenda

MAYOR’ S SIGNATURE: _____

CONTRACTS LIST

	DEPARTMENT	OTHER PARTY (PERSON OR ENTITY)	PERIOD	AMOUNT	PURPOSE
A	Public Works/ Engineering	Advanced Engineering and Environmental Services, Inc. (AE2S)	Current – December 31, 2020	Original PSA \$317,992 Amendment No. 2 +149,008 Amendment No. 4 +\$39,566.96	Amendment No. 4 to Professional Services Agreement (PSA) to compensate AE2S for overtime inspection that occurred during construction of the new Gore Hill Water Tower, and for providing additional hydraulic modeling for multiple tower locations, separating the project into two construction phases, and for an additional three years of project support. OF 1625.0 (CR: 091713.12, 031715.5, 122016.11C)

B	Park and Recreation/ Administration	NeighborWorks	Perpetual	N/A	Ratification of Agreement for NeighborWorks' volunteer services on City owned or controlled properties
C	Public Works/ Engineering	Thomas, Dean & Hoskins, Inc. (TD&H) Engineering	Current – June, 2021	Original PSA \$886,028 Amendment No. 1 +65,285 Amendment No. 2 +\$26,623 \$26,623	Amendment No. 2 to Professional Services Agreement (PSA) for the City's Water Main Crossings – The Upper Missouri River & Sun River – to provide additional project management and construction administration services. OF 1494.6 (CR: 060518.13 and 010720.11)
D	Great Falls Fire Rescue	U.S. Department of Homeland Security	08/31/2020 – 08/30/2021	\$145,272.73	Assistance to Firefighters Grant Award Agreement No. EMW-2019-FG-00947 for the purchase of safety and decontamination equipment to remove diesel exhaust from all of the fire station bays and products of combustion for firefighting equipment previously approved for submission by the City Commission April 7, 2020 – Agenda Item 16



Commission Meeting Date: October 6, 2020
CITY OF GREAT FALLS
COMMISSION AGENDA REPORT

Item: Mutual Aid Agreement Renewal for Water & Wastewater Utilities
From: Public Works Department
Initiated By: Public Works Water Utilities
Presented By: Paul Skubinna, Public Works Director
Action Requested: Renew Mutual Aid Agreement

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission renew the Mutual Aid and Assistance Agreement for Water and Wastewater Utilities and authorize the City Manager to execute the document.”

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

Staff Recommendation: Renew the Mutual Aid Agreement.

Summary: The Mutual Aid and Assistance Agreement for Intrastate Water/Wastewater Agency Response Network for the State of Montana (MTWARN) is a volunteer-based, utility-to-utility network that prepares for disasters, then helps member-utilities obtain specialized resources from other utility resources when and where needed.

Background: The City signed the original MTWARN agreement in June of 2009. The original organization lost momentum and funding. The Department of Environmental Quality (DEQ) and Montana Rural Water Systems (MRWS) are now stepping in to assist with reviving the initiative.

Significant Impacts: The agreement will facilitate emergency response for the City’s water and wastewater facilities, along with the ability for the City to respond to other utilities upon request. Under the Agreement, the City is not obligated to respond, and has the ability to recall resources that have been dispatched to assist other utilities without liability. Should the City choose to respond, it will maintain control of its resources and can require reimbursement. There is no cost to participate in MTWARN.

Workload Impacts: The City would be required to assign an Authorized Agent to request assistance and respond to other’s requests, as well as provide and maintain a list of resources the City has available. The person or a designee would be required to attend an annual meeting held in Montana.

Purpose: To enable the City to provide and accept mutual aid under the MTWARN model.

Conclusion: We are stronger and more resilient when we (Cities and Towns) work together to help each other during difficult times than we are alone.

Fiscal Impact: There is no cost to participate in this agreement. A City representative will be expected to participate in one annual meeting in state.

Alternatives: The City could choose not to renew this mutual aid agreement.

Concurrences: The City's wastewater operation and maintenance contractor, Veolia North America, concurs with signing-on with MTWARN.

Attachments/Exhibits: Mutual Aid and Assistance Agreement for Intrastate Water/Wastewater Agency Response Network for the State of Montana (MTWARN)

**Mutual Aid and Assistance Agreement for Intrastate
Water/Wastewater Agency Response Network for the State
Of Montana (MTWARN)**

(Effective January 24, 2020 – Supersedes all prior versions and MTWARN Agreements)

AGREEMENT

This Agreement is made and entered into by public Water and Wastewater Utilities that have, by executing this Agreement, manifested their intent to participate in an Intrastate Program for Mutual Aid and Assistance.

Statutory Authority – This Agreement is authorized under State law including but not limited to Title 7, Chapter 11, Part 1 of Montana Code Annotated which allows utilities to cooperate with other utilities and Title 10, Chapter 3, Part 9 of Montana Code Annotated which establishes an intrastate mutual aid system.

**ARTICLE I.
PURPOSE**

Recognizing that disasters, emergencies, or incidents may require aid or assistance in the form of personnel, equipment, and supplies from outside the area of impact, the signatory utilities hereby establish an Intrastate Program for Mutual Aid and Assistance. Through the Mutual Aid and Assistance Program, Members coordinate response activities and share resources during emergencies. This Agreement sets forth the procedures and standards for the administration of the Intrastate Mutual Aid and Assistance Program.

**ARTICLE II.
DEFINITIONS**

- A. Authorized Official – An employee or officer of a Member utility that is authorized to:
 - 1. Request assistance;
 - 2. Offer assistance;
 - 3. Refuse to offer assistance or
 - 4. Withdraw assistance under this agreement.

- B. Disaster, Emergency, and Incident – Definitions of each term are incorporated by reference to authority MCA 10-3-9 and may include the condition where the event or occurrence is, or could reasonably be beyond the capability of the services, personnel, equipment, and facilities of a Mutual Aid and Assistance Program Member to fully manage and mitigate internally.

- C. Members – Members of MTWARN shall be as defined below:
 - 1. Utility Member – Any Water or Wastewater Utility be it a municipal corporation, quasi-municipal corporation, department or agency of a municipal corporation, department or agency of a quasi-municipal corporation, service district, or political subdivision that manifests intent to participate in the Mutual Aid and Assistance Program by executing this Agreement. Utility Members may be Public or Tribal entities.

1 2. Associate Member – An organization, municipal corporation, quasi-municipal
 2 corporation, agency, or private group that is not a water or wastewater system, but
 3 provides services to the water and wastewater industry be it advise, service, donation
 4 grant, or support to the MTWARN efforts that do not officially sign this agreement.
 5 Organizations wishing to become Associate Members shall petition to the Chairman and
 6 be approved by majority vote of the Committee.

7
 8 3. Requesting Member – A Member who requests aid or assistance under the Mutual Aid
 9 and Assistance Program.

10
 11 4. Responding Member – A Member that responds to a request for aid or assistance under
 12 the Mutual Aid and Assistance Program.

13
 14 5. Non-Responding Member - A Member or Associate Member that does not provide aid or
 15 assistance during a Period of Assistance under the Mutual Aid and Assistance Program.

16
 17 D. Confidential Information - Any document considered under State law to be eligible for
 18 confidential status, shared with any signatory of this Agreement that is marked confidential,
 19 including but not limited to any map, report, notes, papers, opinion, or e-mail which relates
 20 to the system vulnerabilities of a Member or Associate Member. It is recognized by
 21 signatories of this agreement that State law does not generally allow these types of
 22 documents to be considered confidential if they are owned by a public agency. See
 23 “Sensitive information”.

24
 25 E. Period of Assistance – A specified period of time when a Responding Member assists a
 26 Requesting Member. The period commences when personnel, equipment, or supplies
 27 depart from Responding Member’s facility and ends when the resources return to their
 28 facility (portal to portal). All protections identified in the agreement apply during this period.
 29 The specified Period of Assistance may occur during response to or recovery from a
 30 disaster, emergency, or incident, as previously defined.

31
 32 F. National Incident Management System (NIMS): A national, standardized approach to
 33 incident management and response that sets uniform processes and procedures for
 34 emergency response operations.

35
 36 G. Sensitive Information – Any document not considered under State law to be eligible for
 37 confidential status, shared with any signatory of this Agreement that is marked sensitive,
 38 including but not limited to any map, report, notes, papers, opinion, or e-mail which relates
 39 to the system vulnerabilities of a Member or Associate Member.

40
 41 **ARTICLE III.**
 42 **ADMINISTRATION**

43
 44 The Mutual Aid and Assistance Program shall be administered through a Statewide Committee.
 45 The Committee, under the leadership of an elected Chairperson, shall meet at least annually to
 46 address Mutual Aid and Assistance Program issues. The Committee shall also meet at least
 47 annually to review emergency preparedness and response procedures. In addition to
 48 representing the interests of the Members, the Committee may include representatives from MT
 49 Department of Environmental Quality, Montana Section American Water Works Association,
 50 Montana Rural Water Systems, Montana Water Environment Association, Midwest Assistance
 51 Program, Montana Association of Water and Sewer Systems and similar organizations as

1 outlined in the MTWARN Bylaws. Under the leadership of the Chair, the Committee members
2 shall plan and coordinate emergency planning and response activities for the Mutual Aid and
3 Assistance Program.

4
5 **ARTICLE IV.**
6 **PROCEDURES**

7
8 In coordination with emergency management and public health system of the state, the
9 Committee shall develop operational and planning procedures for the Mutual Aid and
10 Assistance Program. These procedures shall be reviewed at least annually and updated as
11 needed.

12
13 **ARTICLE V.**
14 **REQUESTS FOR ASSISTANCE**

15
16 A. Member Responsibility: Members shall identify an Authorized Official and alternates;
17 provide contact information including 24-hour access and maintain resource information that
18 may be available from the utility for mutual aid and assistance response. Such contact
19 information shall be updated annually or when changes occur and provided to the
20 Committee.

21
22 In the event of a Disaster, Emergency, or Incident, a Member's Authorized Official may
23 request mutual aid and
24 assistance from a participating Member. Requests for assistance can be made orally or in
25 writing. When made orally, the request for personnel, equipment, and supplies shall be
26 prepared in writing as soon as practicable. Requests for assistance shall be directed to the
27 Authorized Official of the participating Member. Specific protocols for requesting aid shall
28 be provided in the required procedures (Article IV).

29 B. Response to a Request for Assistance – Members are not obligated to respond to a request.
30 After a Member receives a request for assistance, the Authorized Official evaluates whether
31 to respond, whether resources are available to respond, or if other circumstances would
32 hinder response. Following the evaluation, the Authorized Official shall inform, as soon as
33 possible, the Requesting Member whether it will respond. If the Member is willing and able
34 to provide assistance, the Member shall inform the Requesting Member about the type of
35 available resources and the approximate arrival time of such assistance.

36
37 C. Discretion of Responding Member's Authorized Official – Execution of this Agreement does
38 not create any duty to respond to a request for assistance. When a Member receives a
39 request for assistance, the Authorized Official shall have sole and absolute discretion as to
40 whether to respond, or the availability of resources to be used in such response. An
41 Authorized Member's decisions on the availability of resources shall be final and under no
42 circumstances constitute grounds for any claim of any nature against a Member.

43
44 **ARTICLE VI.**
45 **RESPONDING MEMBER PERSONNEL**

46
47 A. National Incident Management System - When providing assistance under this Agreement,
48 the Requesting Member and Responding Member shall be organized and shall function
49 under the National Incident Management System.

50

1 B. Control - While employees so provided may be under the supervision of the Responding
 2 Member, the Responding Member's employees come under the direction and control of the
 3 Requesting Member, consistent with the NIMS Incident Command System to address the
 4 needs identified by the Requesting Member. The Requesting Member's Authorized Official
 5 shall coordinate response activities with the designated supervisor(s) of the Responding
 6 Member(s). The Responding Member's designated supervisor(s) must keep accurate
 7 records of work performed by personnel during the specified Period of Assistance.

8
 9 C. Food and Shelter – Whenever practical, Responding Member personnel must be self
 10 sufficient for up to 72 hours. When possible, the Requesting Member shall supply
 11 reasonable food and shelter for Responding Member personnel. If the Requesting Member
 12 is unable to provide food and shelter for Responding personnel, the Responding Member's
 13 designated supervisor is authorized to secure the resources necessary to meet the needs of
 14 its personnel. Except as provided below, the cost for such resources must not exceed the
 15 State per diem rates for that area. To the extent Food and Shelter costs exceed the State
 16 per diem rates for the area, the Responding Member must demonstrate that the additional
 17 costs were reasonable and necessary under the circumstances. Unless otherwise agreed
 18 to in writing, the Requesting Member remains responsible for reimbursing the Responding
 19 Member for all reasonable and necessary costs associated with providing food and shelter,
 20 if such resources are not provided.

21
 22 D. Communication – The Requesting Member shall provide Responding Member personnel
 23 with radio equipment as available, or radio frequency information to program existing radio,
 24 in order to facilitate communications with local responders and utility personnel.

25
 26 E. Status - Unless otherwise provided by law, the Responding Member's officers and
 27 employees retain the same privileges, immunities, rights, duties and benefits as provided in
 28 their respective jurisdictions.

29
 30 F. Licenses and Permits – To the extent permitted by law, Responding Member personnel that
 31 hold licenses, certificates, or permits evidencing professional, mechanical, or other skills
 32 shall be allowed to carry out activities and tasks relevant and related to their respective
 33 credentials during the specified Period of Assistance.

34
 35 G. Right to Withdraw - The Responding Member's Authorized Official retains the right to
 36 withdraw some or all of its resources at any time for any reason in the Responding
 37 Member's sole and absolute discretion and exercise of such right shall under no
 38 circumstances constitute grounds for any claim against a Responding Member or its
 39 Authorized Official. Notice of intention to withdraw must be communicated to the
 40 Requesting Member's Authorized Official as soon as is practicable under the circumstances.

41
 42 **ARTICLE VII.**
 43 **COST- REIMBURSEMENT**

44
 45 The Requesting Member shall reimburse the Responding Member for each of the following
 46 categories of costs incurred during the specified Period of Assistance as agreed in whole or in
 47 part by both parties; provided, that any Responding Member may assume in whole or in part
 48 such loss, damage, expense, or other cost, or may loan such equipment or donate such
 49 services to the Requesting Member without charge or cost.

- 1 A. Personnel – The Responding Member shall be reimbursed by the Requesting Member for
2 personnel costs incurred for work performed during the specified Period of Assistance.
3 Responding Member personnel costs shall be calculated according to the terms provided in
4 their employment contracts or other conditions of employment. The Responding Member’s
5 designated supervisor(s) must keep accurate records of work performed by personnel
6 during the specified Period of Assistance. Requesting Member reimbursement to the
7 Responding Member must consider all personnel costs, including salaries or hourly wages,
8 costs for fringe benefits, and indirect costs.
9
- 10 B. Equipment – The Requesting Member shall reimburse the Responding Member for the use
11 of equipment during the specified Period of Assistance, including, but not limited to,
12 reasonable rental rates, all fuel, lubrication, maintenance, transportation, and
13 loading/unloading of loaned equipment. All equipment shall be returned to the Responding
14 Member in good working order as soon as is practicable and reasonable under the
15 circumstances. At a minimum, rates for equipment use must be based on the Federal
16 Emergency Management Agency’s (FEMA) Schedule of Equipment Rates. If a Responding
17 Member uses rates different from those in the FEMA Schedule of Equipment Rates, the
18 Responding Member must provide such rates orally or in writing to the Requesting Member
19 prior to supplying the equipment. Mutual agreement on which rates are used must be
20 reached in writing prior to dispatch of the equipment. Reimbursement for equipment not
21 referenced on the FEMA Schedule of Equipment Rates must be developed based on actual
22 recovery of costs. If Responding Member must lease a piece of equipment while its
23 equipment is being repaired, Requesting Member shall reimburse Responding Member for
24 such rental costs.
25
- 26 C. Materials and Supplies – The Requesting Member must reimburse the Responding Member
27 in kind or at actual replacement cost, plus handling charges, for use of expendable or non-
28 returnable supplies. The Responding Member must not charge direct fees or rental charges
29 to the Requesting Member for other supplies and reusable items that are returned to the
30 Responding Member in a clean, damage-free condition. Reusable supplies that are
31 returned to the Responding Member with damage must be treated as expendable supplies
32 for purposes of cost reimbursement.
33
- 34 D. Payment Period – The Responding Member must provide an itemized bill to the Requesting
35 Member for all expenses incurred by the Responding Member while providing assistance
36 under this Agreement. The Responding Member must send the itemized bill not later than
37 (90) ninety days following the end of the Period of Assistance. The Responding Member
38 may request additional periods of time within which to submit the itemized bill, and
39 Requesting Member shall not unreasonably withhold consent to such request. The
40 Requesting Member must pay the bill in full on or before the forty-fifth (45th) day following
41 the billing date. The Requesting Member may request additional periods of time within
42 which to pay the itemized bill, and Responding Member shall not unreasonably withhold
43 consent to such request, provided, however, that all payment shall occur not later than one-
44 year after the date a final itemized bill is submitted to the Requesting Member.
45
- 46 E. Records - Each Responding Member and its duly authorized representatives shall have
47 access to a Requesting Member’s books, documents, notes, reports, papers and records
48 which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of
49 a cost bill or making a financial, maintenance or regulatory audit. Each Requesting Member
50 and its duly authorized representatives shall have access to a Responding Member’s books,
51 documents, notes, reports, papers and records which are directly pertinent to this

1 Agreement for the purposes of reviewing the accuracy of a cost bill or making a financial,
 2 maintenance or regulatory audit. Such records shall be maintained for at least three (3)
 3 years or longer where required by law.

4
 5 **ARTICLE VIII.**
 6 **DISPUTES**
 7

8 If any controversy or claim arises out of, or relates to, the execution of the Agreement, including,
 9 but not limited to, alleged breach of the Agreement, the disputing Members shall first attempt to
 10 resolve the dispute by negotiation, followed by mediation and finally shall be settled by
 11 arbitration in accordance with the Rules of the American Arbitration Association. Any court of
 12 competent jurisdiction may enter the judgment rendered by the arbitrators as final judgment that
 13 is binding on the parties.
 14

15 **ARTICLE IX.**
 16 **REQUESTING MEMBER'S DUTY TO INDEMNIFY**
 17

- 18 A. For Public Entities: Immunity from liability under this agreement shall be as set forth in Title
 19 10, Chapter 3, Parts 1 and 9 of Montana Code Annotated.
 20
 21 B. For Tribal Entities: A federally recognized Indian tribe located within the boundaries of the
 33 state may participate in this agreement as allowed in Title 10, Chapter 3, Part 9 of Montana
 34 Code Annotated. In this case, immunity from liability under this agreement shall be as set
 35 forth in Title 10, Chapter 3, Parts 1 and 9 of Montana Code Annotated. 41
 42

43 **ARTICLE X.**
 44 **SIGNATORY INDEMNIFICATION**
 45

- 46 A. For Public Entities: This Article shall not apply.
 47
 48 B. For Tribal Entities: Signatory indemnification shall be in accordance with the laws of the
 4 State of Montana.
 6

7 **ARTICLE XI.**
 8 **WORKER'S COMPENSATION CLAIMS**
 9

10 The Responding Member is responsible for providing worker's compensation benefits and
 11 administering worker's compensation for its employees. The Requesting Member is responsible
 12 for providing worker's compensation benefits and administering worker's compensation for its
 13 employees.
 14

15 **ARTICLE XII.**
 16 **NOTICE**
 17

18 A Member who becomes aware of a claim or suit that in any way, directly or indirectly,
 19 contingently or otherwise, affects or might affect other Members of this Agreement shall provide
 20 prompt and timely notice to the Members who may be affected by the suit or claim. Each
 21 Member reserves the right to participate in the defense of such claims or suits as necessary to
 22 protect its own interests.
 23

24 **ARTICLE XIII.**
 25 **INSURANCE**
 26

27 Members of this Agreement shall maintain an insurance policy or maintain a self insurance
 28 program that covers activities that it may undertake by virtue of membership in the Mutual Aid
 29 and Assistance Program.
 30

31 **ARTICLE XIV.**
 32 **SENSITIVE AND CONFIDENTIAL INFORMATION**
 33

34 To the extent provided by law, any Member or Associate Member shall maintain in the strictest
 35 confidence and shall take all reasonable steps necessary to prevent the disclosure of any
 36 Confidential Information or Sensitive Information disclosed under this Agreement. If any
 37 Member, Associate Member, third party or other entity requests or demands, by subpoena or
 38 otherwise, that a Member or Associate Member disclose any Confidential Information disclosed
 39 under this Agreement, the Member or Associate Member shall immediately notify the owner of
 40 the Confidential Information and shall take all reasonable steps necessary to prevent the
 41 disclosure of any Confidential Information by asserting all applicable rights and privileges with
 42 respect to such information and shall cooperate fully in any judicial or administrative proceeding
 43 relating thereto. Confidential Information and Sensitive Information shall not be copied or
 44 distributed without permission of the owner and the original shall be returned to the owner and
 45 copies returned or destroyed after they are no longer needed to provide assistance.
 46

47 **ARTICLE XV.**
 48 **EFFECTIVE DATE**
 49

50 This Agreement shall be effective after the Water and Wastewater Utility’s authorized
 51 representative executes the Agreement and the Committee Chair receives the Agreement. The
 1 Committee Chair shall maintain a master list of all members of the Mutual Aid and Assistance
 2 Program.
 3

4 **ARTICLE XVI.**
 5 **WITHDRAWAL**
 6

7 A Member may withdraw from this Agreement by providing written notice of its intent to
 8 withdraw to the Committee Chair. Withdrawal takes effect 60 days after the appropriate officials
 9 receive notice. Withdrawal from this Agreement shall in no way affect a Requesting Member’s
 10 duty to reimburse a Responding Member for cost incurred during a Period of Assistance or a
 11 Requesting Member’s duty to indemnify a Responding Member as herein provided, which duties
 12 shall survive such withdrawal.
 13

14 **ARTICLE XVII.**
 15 **MODIFICATION**
 16

17 No provision of this Agreement may be modified, altered or rescinded by individual parties to the
 18 Agreement. Modifications to this Agreement may be due to programmatic operational changes
 19 to support the agreement, legislative action, creation of an interstate aid and assistance
 20 agreement, or other developments. Modifications require a simple majority vote of Members.
 21 The Committee Chair must provide written notice to all Members of approved modifications to
 22 this Agreement. Approved modifications take effect 60 days after the date upon which notice is
 23 sent to the Members.
 24

25 **ARTICLE XVIII.**
 26 **SEVERABILITY**
 27

28 The parties agree that if any term or provision of this Agreement is declared by a court of

29 competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms
30 and provisions shall not be affected, and the rights and obligations of the parties shall be
31 construed and enforced as if the Agreement did not contain the particular term or provision held
32 to be invalid.

33
34 **ARTICLE XIX.**
35 **PRIOR AGREEMENTS**

36
37 This Agreement supersedes all prior Agreements between Members to the extent that such
38 prior Agreements are inconsistent with this Agreement.

39
40 **ARTICLE XX.**
41 **PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES**

42
43 This Agreement is for the sole benefit of the Members and no person or entity must have any
44 rights under this Agreement as a third party beneficiary. Assignments of benefits and
45 delegations of duties created by this Agreement are prohibited and must be without effect.

46
47 **ARTICLE XXI.**
48 **INTRASTATE AND INTERSTATE MUTUAL AID AND ASSISTANCE PROGRAMS**

49
50 To the extent practicable, Members of this Agreement shall participate in Mutual Aid and
51 Assistance activities conducted under the State of Montana Intrastate Mutual Aid System and
1 the Interstate Emergency Management Assistance Compact (EMAC). Members may voluntarily
2 agree to participate in an interstate Mutual Aid and Assistance Program for water and
3 wastewater utilities through this Agreement if such a Program were established.

4
5 **ARTICLE XXII.**
6 **NON-DISCRIMINATION**

7
8 Members will in no way discriminate at any time while conducting themselves pursuant to this
9 Agreement on the basis of actual or perceived age, color, creed, familial status, gender identity
10 and/or expression, genetic information, marital status, mental disability, physical disability,
national origin, political ideas, pregnancy, race, religion, sex, or sexual orientation. This Article is
not intended to supersede a Members status as provided in Article VI. E. This Article is added in
accordance with Montana Code Annotated Title 49 and Executive Order 04-2016.

5 Now, therefore, in consideration of the covenants and obligations set forth in this Agreement,
6 the Water and Wastewater Utility listed here manifests its intent to be a Member of the Intrastate
7 Mutual Aid and Assistance Program for Water and Wastewater Utilities by executing this
8 Agreement on this _____ day of _____ 20__.

9
10 Water/Wastewater Utility: _____

CITY OF GREAT FALLS, MONTANA

Gregory T. Doyon, City Manager

ATTEST:

(City Seal)

Lisa Kunz, City Clerk

APPROVED AS TO FORM:

Sara R. Sexe, City Attorney

Accepted by **MTWARN**

By: _____
Title: Chairperson

Date: _____



Commission Meeting Date: October 6, 2020
CITY OF GREAT FALLS
COMMISSION AGENDA REPORT

Item: Esri Small Enterprise Agreement for County and Municipal Government

From: Information Technology Division

Initiated By: Administration Division

Presented By: Chuck Anderson, Deputy City Manager

Action Requested: Approve Esri Small Enterprise Agreement for County and Municipal Government and authorize the City Manager to execute the Agreement documents.

Suggested Motion:

1. Commissioner moves:

“I move the City Commission (approve/not approve) the Esri Small Enterprise Agreement for County and Municipal Government in the amount of \$153,000 total over a 3 year term (\$43,000 Year 1, \$55,000 year 2, and \$55,000 Year 3) and authorize the City Manager to execute the Agreement documents.”

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

Staff Recommendation:

Approve Esri Small Enterprise Agreement for County and Municipal Government and authorize the City Manager to execute.

Summary:

The City is contracting with Environmental Systems Research Institute (Esri) to provide its Geographic Information Systems (GIS) software and services. The City uses Esri services to provide layers of authoritative data, mapping services and web applications. By signing the agreement, the City will be provided the licensing needed to upgrade its GIS system. This agreement will also greatly increase licensing volumes at a reduced rate.

Background:

The City has been paying maintenance for use of Esri software for 20+ years. Currently, the City uses Esri products to manage its GIS operations in the following ways:

- Reviewing and approving development related projects that require the issuance of permits.
- Identifying addresses to send out information/communications to its customers.

- Utility billing, conducting tax assessments, license renewals and providing census data.
- Maintaining accurate addressing and geo data so emergency response personnel can respond effectively.

The demands of Esri software products and their uses across City departments are on the rise. GIS is now a fundamental component of many new software packages. Public Safety personnel can now be dispatched based on location/GIS data. Asset Management, permitting and licensing are also reliant on GIS data. These increased demands are taxing the City's Esri ArcGIS Enterprise system by impacting performance and overall stability. Conducting these upgrades and providing a vast array of licensing options will help drive the City's GIS initiatives moving forward and allow other city departments to streamline their work with the licensing freedom and ability to manage their own GIS data and/or gain the benefits of Esri software.

Additional benefits of the agreement:

- Uncapped license quantities on ArcGIS Desktops (Basic, Standard and Advanced)
- Maintenance on all Esri software deployed under the agreement
- Complete flexibility to deploy software products when and where needed
- Developer Tools
- Paid Esri User conference registrations
- Free Self-Paced E-Learning

Fiscal Impact:

\$26,000 is currently budgeted for Esri software maintenance. If purchased outside of this agreement, these upgrades would cost upwards of \$40,000 in licensing alone. Last year, the City paid over \$43,000 for Esri software and services. The excess (\$16,000) for Year 1 would be funded using Information Technology Funds. The 2nd and 3rd year terms would be charged out to Departments accordingly, dependent on use and/or licensing counts.

Alternatives:

The City Commission could vote to not approve the Esri Small Enterprise Agreement for County and Municipal Government, increasing the risk of a GIS system failure and limiting the growth of GIS technology throughout the organization.

Concurrences:

Legal has reviewed and approved the agreement. Department Heads who will be most affected by increased internal service charges have been briefed and are in support of the upgrades.

Attachments/Exhibits:

Cover Letter

Quote (Q-419438) Small Enterprise Agreement for County and Municipal Government



September 10, 2020

Mr. Jon Legan
 City of Great Falls
 2 Park Dr S Rm 8
 Great Falls, MT 59401

Dear Jon,

The Esri Small Municipal and County Government Enterprise Agreement (SGEA) is a three-year agreement that will grant your organization access to Esri term license software. The EA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply Geographic Information System (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an Enterprise Agreement (EA).

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.
- The organization will provide an annual report of installed Esri software to Esri.
- Esri software and updates that the organization is licensed to use will be automatically available for downloading.
- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government EA terms and conditions.

- Licenses are valid for the term of the EA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have.

To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order:

"THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."

Have it signed by an authorized representative of the organization.

2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.
3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.
4. Send the purchase order and agreement to the address, email or fax noted below:

Esri	e-mail: service@esri.com
Attn: Customer Service SG-EA	fax documents to: 909-307-3083
380 New York Street	
Redlands, CA 92373-8100	

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Jan Cunningham



Quotation # Q-419438

Date: July 13, 2020

Customer # 235160 Contract #

City of Great Falls
 Information Technology Dept
 2 Park Dr S Rm 8
 Great Falls, MT 59401

ATTENTION: Jon Legan
 PHONE: (406) 455-8483
 EMAIL: jlegan@greatfallsmt.net

Environmental Systems Research Institute, Inc.
 380 New York St
 Redlands, CA 92373-8100
 Phone: (909) 793-2853 Fax: (909) 307-3049
 DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of this quotation to your purchase order.
 Quote is valid from: 7/13/2020 To: 10/11/2020*

Material	Qty	Term	Unit Price	Total
168179	1	Year 1	\$43,000.00	\$43,000.00
Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement				
168179	1	Year 2	\$55,000.00	\$55,000.00
Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement				
168179	1	Year 3	\$55,000.00	\$55,000.00
Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement				

Subtotal:	\$153,000.00
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$153,000.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Jan Cunningham	Email: jcunningham@esri.com	Phone: (909) 793-2853 x4363
<p>The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.</p>		

CUNNINGHAMJ **This offer is limited to the terms and conditions incorporated and attached herein.**

Esri Use Only:
 Cust. Name _____
 Cust. # _____
 PO # _____
 Esri Agreement # _____



**SMALL ENTERPRISE AGREEMENT
 COUNTY AND MUNICIPALITY GOVERNMENT
 (E214-3)**

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A
 List of Products**

Uncapped Quantities

Desktop Software and Extensions (Single Use)

ArcGIS Desktop Advanced
 ArcGIS Desktop Standard
 ArcGIS Desktop Basic
 ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Enterprise Software and Extensions

ArcGIS Enterprise and Workgroup (Advanced and Standard)
 ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager

ArcGIS Monitor

Enterprise Additional Capability Servers

ArcGIS Image Server

Developer Tools

ArcGIS Engine
 ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Engine Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics
 ArcGIS Runtime (Standard)
 ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) Professional subscription to ArcGIS Developer
 Two (2) Esri CityEngine Single Use Licenses
 250 ArcGIS Online Viewers
 250 ArcGIS Online Creators
 37,500 ArcGIS Online Service Credits
 250 ArcGIS Enterprise Creators
 5 Insights in ArcGIS Enterprise
 5 Insights in ArcGIS Online
 50 Tracker for ArcGIS Enterprise
 50 Tracker for ArcGIS Online
 4 ArcGIS Parcel Fabric User Type Extensions (Enterprise)
 4 ArcGIS Utility Network User Type Extensions (Enterprise)

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	4
Number of Tier 1 Help Desk individuals authorized to call Esri	4
Maximum number of sets of backup media, if requested*	2
Self-Paced e-Learning	Uncapped
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-owned entities, either party may terminate this Agreement before any subsequent year if

Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.
4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.

5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.
- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if

Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.
 - d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.
- 8.2 Order Requirements.** Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.
- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
 - b. The following information will be included in each Ordering Document:
 - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be

no decrease in Fee as a result of any Ownership Change.

- 9.1** If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2** If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3** This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.



Commission Meeting Date: October 6, 2020
CITY OF GREAT FALLS
COMMISSION AGENDA REPORT

Item: Great Falls Fire Station No. 4 Phase 2 Renovation Project, OF 1727.5

From: Jeremy Jones, Interim Fire Chief

Initiated By: Great Falls Fire Rescue

Presented By: Jeremy Jones, Interim Fire Chief

Action Requested: Consider Bid and Award Construction Contract

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (award/not award) a construction contract in the amount of \$217,345 to WVH Enterprises, LLC, for the Great Falls Fire Station No. 4 Phase 2 Renovation project, and authorize the City Manager to execute the construction contract documents.”

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

Staff Recommendation: Award construction contract and authorize the City Manager to execute the construction contract documents.

Summary: In January 2020, Fire Station 4 was temporarily closed to repair the sewer lines under the floor drains that had deteriorated and failed in several locations. Once construction started, numerous other issues were found with the lateral sewer lines that fed appliances. Mold and water damage were also found in the areas of construction that had caused additional damage beyond the original scope of work. These discoveries prompted an investigation to determine the scope of work needed to bring the station up to modern code and meet ADA standards.

The first phase of reconstruction included replacing all the remaining lateral sewer lines to restore under floor sewer drains to proper function and demolition of the bathroom/locker room. This phase was completed in late July/early August.

Background:

Purpose

The primary objective of phase 2 is to reconstruct the areas affected by the sewer line replacement while following ADA requirements and make the fire station functional to provide emergency services to the area of Fire District #4 (Fox Farm area).

Workload Impacts

Design phase engineering and plans and specifications were completed by the City's consultant, Falls Mechanical, along with Cushing Terrell. Fire Department staff will perform project administration and inspection.

Project Work Scope

The project scope includes reconstruction of the living areas and apparatus bay of the fire station.

Significant Impacts

Fire station 4 will continue to be closed for use until construction is complete.

Evaluation and Selection Process

One (1) bid was received on September 29, 2020 with the bid price \$217,345. WVH Enterprises, LLC submitted the only bid. Engineer of record, Gary Morris with Falls Mechanical Services, LLC, reviewed the bid, found it acceptable, and recommended proceeding with award of the contract.

Conclusion

City staff recommends awarding the contract to WVH Enterprises, LLC in the amount of \$217,345.

Fiscal Impact:

The attached bid tabulation summarizes the bid that was received. The Fire Department was budgeted \$220,000 to complete the project during the annual budgeting process.

Alternatives: The City Commission could vote to deny award of the construction contract and re-bid or cancel the project.

Attachments/Exhibits:

OF 1727.5 Bid Tab

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

BID TABULATION SUMMARY

Great Falls Fire Station No. 4 Phase 2 Renovation
 OF 1727.5

Project Number PW341904
 Bids Taken at Civic Center
 Date: 09/29/2020 2 PM
 Tabulated By: Lisa Kunz, City Clerk

	Name & Address of Bidder	Acknowledge Addendum #1	10% Bid Security	Base Bid - Lump Sum	Alternate Bid - Prep, provide and intall epoxy floor surface in 4 rooms - Add:	Total Bid
1	WVH Enterprises, LLC	√	√	\$172,000	\$45,345	\$217,345
2						
3						
4						
5						
6						
7						
8						
9						
10	Engineer's Estimate			\$139,800	\$50,000	\$189,800



Commission Meeting Date: October 6, 2020
CITY OF GREAT FALLS
COMMISSION AGENDA REPORT

Item: Wadsworth Park – Electric City Archers of Great Falls

From: Park & Recreation Department

Initiated By: Steve Herrig, Park & Recreation Director

Presented By: Steve Herrig, Park & Recreation Director

Action Requested: Set Public Hearing for Electric City Archers of Great Falls Lease of City owned property located in Wadsworth Park.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (set/not set) a public hearing for October 20, 2020 to consider a lease agreement of City owned property located in Wadsworth Park with the Electric City Archers of Great Falls.”

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

Staff Recommendation: Staff recommends the City Commission set a public hearing for October 20, 2020, to consider the lease of a portion of City land located in Wadsworth Park with the Electric City Archers of Great Falls.

Summary: The proposed lease with the Electric City Archers of Great Falls would be a five-year lease with an option to renew for an additional five years at the City’s sole discretion. Both the City and the Lessee have the option to terminate the lease with (60) days written notice. The leased parkland is a portion of Section 6, T20N, R3E, M.P.M beginning at the SW corner of Section 6 thence North along the east line of Section 6 approximately 1395 feet; thence west approximately 380 feet to the true point of the beginning; thence easterly along the north bank of the Sun River approximately 1200 feet; thence north and westerly along the west boundary line of the west Great Falls flood control and drainage district levee right-of-way to the true point of beginning. The lessee will be responsible for an annual fee and day-to-day maintenance.

Background: As required by Title 3, Chapter 4, OCCGF, before final consideration by the City Commission of the sale, trade or lease of City property, the City Commission shall hold a public hearing thereon and allow at least fifteen (15) days’ notice of the time and place of such hearing to be published in a paper of general circulation in the City.

The five year lease includes an annual fee of \$150.

On December 1, 1998 the City Commission approved Resolution 8973, Wadsworth Park Master plan. It was recommended at that time that “all existing leases continue in Wadsworth Park, renewable on a year to year basis, until the City is ready to begin actual physical implementation of the Master Plan.” Currently there is no funding available for capital improvements in Wadsworth Park.

Fiscal Impact: The Electric City Archers of Great Falls agrees to pay the City the sum of One Hundred Fifty Dollars (\$150) on or before January 1 of each year. If the lease is renewed the City shall have the right to negotiate a lease rental rate for any additional years.

Alternatives: An alternative would be to not lease a portion of Wadsworth Park to the Electric City Archers of Great Falls.

Attachments/Exhibits: Electric City Archers of Great Falls Lease

WADSWORTH PARK LEASE

This lease, made and entered into this _____ day _____, 20____ by and between the Electric City Archers of Great Falls, Montana, hereinafter referred to as "Lessee" and the City of Great Falls, a municipal corporation of the State of Montana, hereinafter referred to as "City";

WHEREAS, the City owns and possesses land, known as Wadsworth Park;

WHEREAS, the City deems it to be in the public interest to promote recreation of all types in its park system under the rules and regulations and conditions as hereinafter set forth;

WHEREAS, the Lessee is an organization existing for the purpose of promoting community interest in Archery Activities and desires to secure a portion of said Wadsworth Park land for the use of its members;

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

LEASE HOLD

The City, for and in consideration of the rents to be paid and the covenants to be performed by the Lessee, does hereby demise, lease, and let unto the Club the following described real estate, being a portion of Wadsworth Park, lying and being in the County of Cascade, State of Montana, particularly described as follows; Track of land situated in a portion of Section 6, T20N, R3E, M.P.M. beginning at the SW corner of Section 6 thence North along the east line of Section 6 approximately 1395 feet; thence west approximately 380 feet to the true point of beginning; thence continuing east approximately 775 feet; thence south to the north bank of the Sun River; thence easterly along the north bank of the Sun River approximately 1200 feet; thence north and westerly along the west boundary line of the west Great Falls flood control and drainage district levee right-of-way to the true point of beginning.

TERMS OF LEASE

The term of this lease shall be for five years commencing on the ____ day of _____ 20____ and continuing through the 31st day of December 2025, unless sooner terminated as hereafter provided; said lease may be renewed at the sole discretion of the City, for an additional five (5) years unless terminated upon sixty (60) days notice in writing by the Lessee or the City.

RENTAL

In consideration therefore, the Club shall pay the City One Hundred Fifty Dollars (\$150.00) on or before January 1 of each year. If said lease is renewed, the City shall have the right to negotiate a lease rental for any additional years.

COVENANTS OF LESSEE

The Lessee does hereby covenant and agree with the City that the Lessee will:

1. Use and occupy said premises in a careful and proper manner and keep the ground so leased free from rubbish and debris of every nature and description whatsoever;
2. Not use or occupy said premises for any unlawful purpose; and will conform to and obey all present and future laws, ordinances, and all rules and regulations of all governmental authorities or agencies, respecting the use and occupation of the premises;
3. Not assign the lease, nor sublet said premises, nor any part thereof, without the written consent of the City;
4. Not use or occupy said premises, or permit the same to be used or occupied, for any purpose deemed extra hazardous on account of fire or otherwise;
5. Make no alterations or additions in or to said premises without the written consent of the City;
6. Permit the City to enter upon the said premises at all reasonable times to examine the condition of same;
7. Pay for the use and maintenance of utility services on the premises, including gas, electricity, water, and sanitation, if applicable;
8. Conduct ordinary day-to-day maintenance so as to keep both the interior and exterior of the premises in a good state of repair; further provided that all maintenance shall be to the satisfaction of the City's Park and Recreation Director;
9. Indemnify and save the City harmless from and against any loss, damage, and liability occasioned by, growing out of, or arising or resulting from any default hereunder, or any tortious or negligent act on the part of the lessee, its members, agents or employees; and for such purpose lessee shall procure and maintain in full force and effect during the term of their agreement, insurance in a reliable company or companies with a minimum policy limit of \$1,000,000 single limit per occurrence; \$2,000,000 aggregate property damage per occurrence; The city shall be named as an additional insured party on the policy to be evidenced by a certificate of insurance presented to the Park and Recreation Director on or before January 31, of each year;
10. Agree to leave the premises at the expiration or prior to termination of this lease and any renewal thereof in as good a condition as received, except for ordinary and reasonable wear and tear, damage by the elements and damages whereof the City is compensated by insurance or otherwise.
11. Lessee agrees that the premises shall not be used in any manner that would discriminate against any person or persons on the basis of sex, sexual orientation, marital status, age, physical or mental handicap, race, creed, religion, color or national origin.

MUTUAL COVENANTS

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

1. If the Lessee shall pay the rental as herein provided and shall keep, observe, and perform all of the other covenants of this lease by Lessee to be kept, performed and observed, Lessee shall and may, peaceably and quietly, have, hold, and enjoy the said premises for the term aforesaid;
2. The premises are a portion of Wadsworth Park, which is owned and held by the City of Great Falls for the use and benefit of the general public, and that should the City determine that said premises are needed for any other purpose whatsoever, to be used by the general public or for public good, the City shall have the right and privilege of canceling and terminating this lease upon giving to Lessee sixty (60) days notice in writing of it's intention so to cancel and terminate this lease;
3. If Lessee shall at any time be in default in the payment of rent herein reserved, or in performance of any of the covenants or provisions of the lease, and Lessee shall fail to remedy such default within ten (10) days after written notice thereof from the City, it shall be lawful for the City to enter upon the premises, and again, repossess and enjoy the same as if this lease had not been made, and thereupon this lease and everything herein contained on the part of the City to be done and performed shall cease and terminate, without prejudice, however, to the right of the City to recover from the Lessee all rent due up to the time of such entry; in the case of any such default and entry by the City, the City may relet said premises for remainder of said term for the highest rent obtainable and may recover from Lessee any deficiency between the amount so obtained and the rent herein reserved.
4. This lease and all the covenants and provisions herein contained, shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto; provided, however, that no assignment by, from, through or under Lessee in violation of any of the provisions hereof shall rest in the assigns any right, title or interest whatsoever.

IN WITNESS WHEREOF, the parties hereto have caused their hands and seals to be fixed this day and year hereinabove written.

ATTEST

Lisa Kunz, City Clerk

Gregory T. Doyon, City Manager

*APPROVED FOR LEGAL CONTENT

Sara Sexe, City Attorney

Electric City Archers

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

Address

City, State, Zip Code



Commission Meeting Date: October 6, 2020
CITY OF GREAT FALLS
COMMISSION AGENDA REPORT

Item: Community Hall Park – River City Harvest

From: Park & Recreation Department

Initiated By: Steve Herrig, Park & Recreation Director

Presented By: Steve Herrig, Park & Recreation Director

Action Requested: Set Public Hearing for River City Harvest Lease of the north portion of City owned property located in Community Hall Park.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (set/not set) a public hearing for October 20, 2020 to consider a lease agreement of the north portion of City owned property located in Community Hall Park with River City Harvest.”

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

Staff Recommendation: Staff recommends the City Commission set a public hearing for October 20, 2020, to consider the lease of the north portion of City land located in Community Hall Park with River City Harvest.

Summary: The proposed lease with River City Harvest would be a five-year lease with an option to renew at the City’s sole discretion. Both the City and the Lessee have the option to terminate the lease with (60) days written notice. The leased City-owned property described as Community Hall Park, is located at 410 16th Street SW, Great Falls Montana. The lessee will be responsible for an annual fee and day-to-day maintenance of the north portion of Community Hall Park.

Background: As required by Title 3, Chapter 4, OCCGF, before final consideration by the City Commission of the sale, trade or lease of City property, the City Commission shall hold a public hearing thereon and allow at least fifteen (15) days’ notice of the time and place of such hearing to be published in a paper of general circulation in the City.

The five year lease includes an annual fee of \$1.

The City of Great Falls Park and Recreation Department has held an agreement with River City Harvest since 2019, for use of the north portion of Community Hall Park in developing a network of vegetable gardens and fruit orchards for the community.

Fiscal Impact: River City Harvest agrees to pay the City the sum One Dollar (\$1) on or before January 1 of each year. If the lease is renewed the City shall have the right to negotiate a lease rental rate for any additional years.

Alternatives: An alternative would be to not lease a portion of Community Hall Park to River City Harvest.

Attachments/Exhibits: River City Harvest Lease

LEASE AGREEMENT

This Agreement, made and entered into this ____ of _____, 2020, by and between the CITY OF GREAT FALLS, a municipal corporation, P.O. Box 5021, Great Falls, Montana 59403-5021, hereinafter called "City" and River City Harvest, P.O Box 6242, Great Falls, Montana, hereinafter called "Lessee."

WHEREAS, User desires to enter into a Lease Agreement (hereinafter, the "Agreement") for use of the North portion of the City-owned property described as Community Hall Park, located in the City of Great Falls at 410 16th Street SW, Great Falls Montana (hereinafter referred to as the "Property"), for the purpose of conducting a community garden program (hereinafter referred to as the "Use"), the Conditions and Provisions regarding such Use are set forth in the covenants.

WHEREAS, User desires to develop, install and operate raised garden beds, surface composting garden beds, non-permanent greenhouses, storage facility sheds and composting containers to be used to grow fruits and vegetables for the community, and;

WHEREAS, User has extensive experience in the development and operations of community gardens, and;

WHEREAS, User will donate and deliver fresh produce to community kitchens in Great Falls and;

WHEREAS, User will provide community outreach programs and provide a "growing place" for kids and adults to learn about gardening, healthy eating, composting and playing in the dirt, and;

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

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

TERM OF LEASE

The term of the lease will be for five (5) years effective ____ of _____, 2020 and expiring the 31st day of December, 2025. Upon completion of the initial term of the agreement, the City, at its sole discretion, may terminate the lease, or if requested by Lessee thirty (30) days prior to expiration, may, in its sole discretion, grant an extension of this agreement, with any conditions and covenants of this agreement, including but not limited to the fee amount, to be negotiated.

Notwithstanding the above term of lease, this lease is terminated if the Lessee's use of the Property ceases to be for a public purpose, in such event, the use of the Property immediately reverts to the City of Great Falls. Further, the agreement may be terminated prior to the expiration of the above term of lease by either party giving written notice to the other of not less than sixty (60) days.

RENTAL

In consideration therefore, the Lessee agrees to pay to the City the sum of \$1 annually for the term of the lease agreement. Said lease payments will commence on the effective date of this agreement, payable on or before January 2nd of each year of the agreement.

ACCEPTANCE OF CONDITION

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

COVENANTS OF THE LESSEE

The Lessee hereby covenants and agrees that the Lessee will:

1. Use and occupy said property in a careful and proper manner and not commit any waste therein;
2. Not use or occupy said Property for any unlawful purpose, and will conform to and obey all present and future laws, ordinances, and all rules and regulations of all governmental authorities or agencies, respecting the use and occupation of the premises, including but not limited to the requirements of the City/County Health Department;
3. Not use the Property for any purpose other than for providing a community garden programs, without written consent of City Park and Recreation Director;
4. Not assign the lease, nor sublet said Property, nor any part thereof, without the written consent of the City;
5. Not use or occupy said Property, or permit the same to be used or occupied, for any purpose deemed extra hazardous on account of fire or otherwise;
6. Not make any signage, alterations, changes, remodeling or capital improvements to the Property, without prior written permission signed by the City Park and Recreation Director, and in addition thereto, shall make such changes at Lessee’s cost, in compliance with the law and by obtaining all permits required for such work under The Official Code of the City of Great Falls. Approval for such proposed work shall not be unreasonably withheld. Any such alterations or additions shall be the sole responsibility of the Lessee, inclusive of any and all financial, material, or labor considerations and will become the property of the City upon termination of this or any subsequent lease;
7. Permit the City to enter upon the said premises at all reasonable times to examine the condition of same;
8. Be responsible for all damage to property, public or private, that may be caused by Lessee’s operations in the performance of this agreement; and

- 9. Leave Property at the expiration or prior to termination of this lease and any extension thereof in as good condition as received, except for reasonable wear and tear.
- 10. Lessee must provide portable toilet facilities at their expense for the use by their participants.

MAINTENANCE

Lessee Maintenance of Leased Premises. Except as provided below, Lessee shall, throughout the term of this Lease Agreement, and at its own cost and without any expense to Lessor, keep and maintain the leased premises, including weed control, tree maintenance, general appearance and housekeeping, and repairs and maintenance of the designated property, and all appurtenances thereto, in good condition by conducting maintenance including but not limited to, timely removal of rubbish and trash. Lessee shall maintain the Property in a functional condition, inspect premises on a regular basis to determine any hazardous conditions, which may exist, and take immediate action to correct such conditions if they exist.

Lessee will maintain all trees and shrubs planted in 2013 and after including, but not limited to Apple, Cherry, Choke Cherry, Plum, and Pear Vines.

Maintenance by City. Notwithstanding the paragraph above, the City will maintain all trees planted prior to 2013 (Cottonwoods, Ash, Russian Olives and Oak), if accessible by Forestry Staff and equipment. If those trees are not accessible to staff and equipment, the maintenance of the trees will be the responsibility of the Lessee.

Entry by City for Maintenance. Should Lessee at any time fail, neglect, or refuse to fulfill this obligation to repair and maintain after receiving written notice of such default and a minimum of thirty (30) days to correct such default, City may, but need not, enter the leased premises and make such repairs or alterations as in its opinion it may deem necessary, and may charge the costs of the same to Lessee to be paid upon the first day of the following month in addition to the rental, and should said costs not be so paid, this Lease Agreement shall be considered in default.

MUTUAL COVENANTS:

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

- 1. If the Lessee pays the rental as herein provided, and keeps, observes and performs all of the other covenants of this lease, the Lessee may, peaceably and quietly, have, hold, and enjoy the said premises for the term aforesaid;
- 2. This lease and all the covenants and provisions herein contained shall inure to the benefit of and be binding upon the successors and assigns of the parties and the public hereto; provided, however, that no assignment by, from, through or under the Lessee in violation of any of the provisions hereof shall vest in the assigns any right, title, or interest whatsoever;
- 3. The City is not, and never shall be, liable to any creditor of Lessee or any claimant against the estate or property of Lessee for any debt, loss, contract, or other obligation of Lessee.

The relationship between the City and Lessee is solely that of landlord and tenant, and does not and never shall be deemed a partnership or joint venture.

4. City's interest in and to said leased premises shall not be subject to or permitted to become subject to any lien or claims from or arising out of the use and occupation of the leased premises by Lessee. If and in the event such liens or claims arise or occur, Lessee shall promptly and forthwith cause the same to be released or discharged to the extent that the interest of the City is encumbered thereby.

INSURANCE REQUIREMENTS

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

The insurance policy or policies must be issued by a company licensed to do business in the State of Montana and having at least an "A" rating in the current A.M. Best's Manual. All such policies will be written on an occurrence basis. The policy must include the City as a named insured and primary with no right of subrogation against the City.

The Lessee shall furnish to the City on or before possession and thereafter on or before January 31st of each year, the certificate of insurance including a copy of the Additional Insured Endorsement, which shall be in a form acceptable to City. Claims-made policies are not acceptable and do not constitute compliance with the Lessee's obligation under this paragraph.

Providing the City of Great Falls proof of required insurance annually is a condition of this lease agreement. Failure to provide insurance documentation on or before January 31st of each year will be a violation to this agreement and will result in a loss of use of the designated property.

Lessee 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. Lessee is not authorized to represent the City or otherwise bind the City in any dealings between Lessee and any third parties. Lessee 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. Lessee shall maintain workers' compensation coverage for all members and employees of Lessee's business, except for those members who are exempted as independent contractors under the provisions of §39-71-401, MCA. Lessee shall furnish City with copies showing one of the following: (1) proof of registration as a registered contractor under Title 39, Chapter 9, MCA; (2) a binder for workers' compensation coverage by an insurer licensed and authorized to provide workers' compensation insurance in the State of Montana; or (3) proof of exemption from workers' compensation granted by law for independent contractors.

INDEMNIFICATION

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

NONDISCRIMINATION

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

DEFAULT AND TERMINATION

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

ENFORCEMENT

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

INVALIDITY

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

WAIVER

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

EFFECT OF LESSEE’S HOLDING OVER

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

BINDING EFFECT

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

NOTICE

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

ENTIRE AGREEMENT

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

APPLICABILITY

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

CITY OF GREAT FALLS,

Gregory T. Doyon, City Manager

ATTEST:

Lisa Kunz, City Clerk

(SEAL OF THE CITY)

APPROVED FOR LEGAL CONTENT:

Sara R. Sexe, City Attorney

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

RIVER CITY HARVEST,

By: _____
(signature)

(printed name)

Its: _____
Title or Office



Commission Meeting Date: October 6, 2020
CITY OF GREAT FALLS
COMMISSION AGENDA REPORT

Item: Community Hall Park – Sunburst Unlimited Incorporated

From: Park & Recreation Department

Initiated By: Steve Herrig, Park & Recreation Director

Presented By: Steve Herrig, Park & Recreation Director

Action Requested: Set Public Hearing for Sunburst Unlimited Incorporated Lease of the south portion of City owned property located in Community Hall Park.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (set/not set) a public hearing for October 20, 2020 to consider a lease agreement of the south portion of City owned property located in Community Hall Park with Sunburst Unlimited Incorporated.”

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

Staff Recommendation: Staff recommends the City Commission set a public hearing for October 20, 2020, to consider the lease of the south portion of City land located in Community Hall Park with Sunburst Unlimited Incorporated.

Summary: The proposed lease with Sunburst Unlimited Incorporated would be a five-year lease with an option to renew at the City’s sole discretion. Both the City and the Lessee have the option to terminate the lease with (60) days written notice. The leased City-owned property described as Community Hall Park, is located at 410 16th Street SW, Great Falls Montana. The lessee will be responsible for an annual fee and day-to-day maintenance of the south portion of Community Hall Park.

Background: As required by Title 3, Chapter 4, OCCGF, before final consideration by the City Commission of the sale, trade or lease of City property, the City Commission shall hold a public hearing thereon and allow at least fifteen (15) days’ notice of the time and place of such hearing to be published in a paper of general circulation in the City.

The five year lease includes an annual fee of \$1.

The City of Great Falls Park and Recreation Department has held an agreement with Sunburst Unlimited, a 501(c) 3 program, for use of Community Hall Park in developing a network of vegetable gardens and fruit orchards called FRESH Food Farms since 2012.

Items that are grown are dedicated to local groups such as the Boys & Girls Club, Meals on Wheels, Head Start and low and moderate income families.

Sunburst Unlimited has increased the garden each year to include fruit trees, bees for pollinating, barrel planting, raised gardens and pot plantings. They have built an area to conduct informative classes on gardening. They work with numerous growers and organizations in Great Falls, and have a manager to oversee the entire garden.

Fiscal Impact: Sunburst Unlimited Incorporated agrees to pay the City the sum One Dollar (\$1) on or before January 1 of each year. If the lease is renewed the City shall have the right to negotiate a lease rental rate for any additional years.

Alternatives: An alternative would be to not lease a portion of Community Hall Park to Sunburst Unlimited Incorporated.

Attachments/Exhibits: Sunburst Unlimited Incorporated Lease

LEASE AGREEMENT

This Agreement, made and entered into this ____of_____, 2020, by and between the CITY OF GREAT FALLS, a municipal corporation, P.O. Box 5021, Great Falls, Montana 59403-5021, hereinafter called "City" and Sunburst Unlimited Incorporated, 1917 1st Avenue North, Great Falls, Montana, hereinafter called "Lessee."

WHEREAS, User desires to enter into a Lease Agreement (hereinafter, the "Agreement") for use of the South portion of the City-owned property described as Community Hall Park, located in the City of Great Falls at 410 16th Street SW, Great Falls Montana (hereinafter referred to as the "Property"), for the purpose of conducting a community garden program (hereinafter referred to as the "Use"), the Conditions and Provisions regarding such Use are set forth in the covenants.

WHEREAS, User desires to develop, install and operate raised garden beds, surface composting garden beds, non-permanent greenhouses, storage facility sheds and composting containers to be used to grow fruits and vegetables for the community, and;

WHEREAS, User has extensive experience in the development and operations of community gardens, and;

WHEREAS, User will donate and deliver fresh produce to community kitchens in Great Falls and;

WHEREAS, User will provide community outreach programs and provide a "growing place" for kids and adults to learn about gardening, healthy eating, composting and playing in the dirt, and;

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

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

TERM OF LEASE

The term of the lease will be for five (5) years effective ____of_____, 2020 and expiring the 31st day of December, 2025. Upon completion of the initial term of the agreement, the City, at its sole discretion, may terminate the lease, or if requested by Lessee thirty (30) days prior to expiration, may, in its sole discretion, grant an extension of this agreement, with any conditions and covenants of this agreement, including but not limited to the fee amount, to be negotiated.

Notwithstanding the above term of lease, this lease is terminated if the Lessee's use of the Property ceases to be for a public purpose, in such event, the use of the Property immediately reverts to the City of Great Falls. Further, the agreement may be terminated prior to the expiration of the above term of lease by either party giving written notice to the other of not less than sixty (60) days.

RENTAL

In consideration therefore, the Lessee agrees to pay to the City the sum of \$1 annually for the term of the lease agreement. Said lease payments will commence on the effective date of this agreement, payable on or before January 2nd of each year of the agreement.

ACCEPTANCE OF CONDITION

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

COVENANTS OF THE LESSEE

The Lessee hereby covenants and agrees that the Lessee will:

1. Use and occupy said property in a careful and proper manner and not commit any waste therein;
2. Not use or occupy said Property for any unlawful purpose, and will conform to and obey all present and future laws, ordinances, and all rules and regulations of all governmental authorities or agencies, respecting the use and occupation of the premises, including but not limited to the requirements of the City/County Health Department;
3. Not use the Property for any purpose other than for providing a community garden programs, without written consent of City Park and Recreation Director;
4. Not assign the lease, nor sublet said Property, nor any part thereof, without the written consent of the City;
5. Not use or occupy said Property, or permit the same to be used or occupied, for any purpose deemed extra hazardous on account of fire or otherwise;
6. Not make any signage, alterations, changes, remodeling or capital improvements to the Property, without prior written permission signed by the City Park and Recreation Director, and in addition thereto, shall make such changes at Lessee’s cost, in compliance with the law and by obtaining all permits required for such work under The Official Code of the City of Great Falls. Approval for such proposed work shall not be unreasonably withheld. Any such alterations or additions shall be the sole responsibility of the Lessee, inclusive of any and all financial, material, or labor considerations and will become the property of the City upon termination of this or any subsequent lease;
7. Permit the City to enter upon the said premises at all reasonable times to examine the condition of same;
8. Be responsible for all damage to property, public or private, that may be caused by Lessee’s operations in the performance of this agreement; and

- 9. Leave Property at the expiration or prior to termination of this lease and any extension thereof in as good condition as received, except for reasonable wear and tear.
- 10. Lessee must provide portable toilet facilities at their expense for the use by their participants.

MAINTENANCE

Lessee Maintenance of Leased Premises. Except as provided below, Lessee shall, throughout the term of this Lease Agreement, and at its own cost and without any expense to Lessor, keep and maintain the leased premises, including weed control, tree maintenance, general appearance and housekeeping, and repairs and maintenance of the designated property, and all appurtenances thereto, in good condition by conducting maintenance including but not limited to, timely removal of rubbish and trash. Lessee shall maintain the Property in a functional condition, inspect premises on a regular basis to determine any hazardous conditions, which may exist, and take immediate action to correct such conditions if they exist.

Lessee will maintain all trees and shrubs planted in 2013 and after including, but not limited to Apple, Cherry, Choke Cherry, Plum, and Pear Vines.

Maintenance by City. Notwithstanding the paragraph above, the City will maintain all trees planted prior to 2013 (Cottonwoods, Ash, Russian Olives and Oak), if accessible by Forestry Staff and equipment. If those trees are not accessible to staff and equipment, the maintenance of the trees will be the responsibility of the Lessee.

Entry by City for Maintenance. Should Lessee at any time fail, neglect, or refuse to fulfill this obligation to repair and maintain after receiving written notice of such default and a minimum of thirty (30) days to correct such default, City may, but need not, enter the leased premises and make such repairs or alterations as in its opinion it may deem necessary, and may charge the costs of the same to Lessee to be paid upon the first day of the following month in addition to the rental, and should said costs not be so paid, this Lease Agreement shall be considered in default.

MUTUAL COVENANTS:

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

- 1. If the Lessee pays the rental as herein provided, and keeps, observes and performs all of the other covenants of this lease, the Lessee may, peaceably and quietly, have, hold, and enjoy the said premises for the term aforesaid;
- 2. This lease and all the covenants and provisions herein contained shall inure to the benefit of and be binding upon the successors and assigns of the parties and the public hereto; provided, however, that no assignment by, from, through or under the Lessee in violation of any of the provisions hereof shall vest in the assigns any right, title, or interest whatsoever;
- 3. The City is not, and never shall be, liable to any creditor of Lessee or any claimant against the estate or property of Lessee for any debt, loss, contract, or other obligation of Lessee.

The relationship between the City and Lessee is solely that of landlord and tenant, and does not and never shall be deemed a partnership or joint venture.

4. City's interest in and to said leased premises shall not be subject to or permitted to become subject to any lien or claims from or arising out of the use and occupation of the leased premises by Lessee. If and in the event such liens or claims arise or occur, Lessee shall promptly and forthwith cause the same to be released or discharged to the extent that the interest of the City is encumbered thereby.

INSURANCE REQUIREMENTS

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

The insurance policy or policies must be issued by a company licensed to do business in the State of Montana and having at least an "A" rating in the current A.M. Best's Manual. All such policies will be written on an occurrence basis. The policy must include the City as a named insured and primary with no right of subrogation against the City.

The Lessee shall furnish to the City on or before possession and thereafter on or before January 31st of each year, the certificate of insurance including a copy of the Additional Insured Endorsement, which shall be in a form acceptable to City. Claims-made policies are not acceptable and do not constitute compliance with the Lessee's obligation under this paragraph.

Providing the City of Great Falls proof of required insurance annually is a condition of this lease agreement. Failure to provide insurance documentation on or before January 31st of each year will be a violation to this agreement and will result in a loss of use of the designated property.

Lessee 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. Lessee is not authorized to represent the City or otherwise bind the City in any dealings between Lessee and any third parties. Lessee 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. Lessee shall maintain workers' compensation coverage for all members and employees of Lessee's business, except for those members who are exempted as independent contractors under the provisions of §39-71-401, MCA. Lessee shall furnish City with copies showing one of the following: (1) proof of registration as a registered contractor under Title 39, Chapter 9, MCA; (2) a binder for workers' compensation coverage by an insurer licensed and authorized to provide workers' compensation insurance in the State of Montana; or (3) proof of exemption from workers' compensation granted by law for independent contractors.

INDEMNIFICATION

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

NONDISCRIMINATION

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

DEFAULT AND TERMINATION

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

ENFORCEMENT

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

INVALIDITY

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

WAIVER

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

EFFECT OF LESSEE’S HOLDING OVER

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

BINDING EFFECT

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

NOTICE

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

ENTIRE AGREEMENT

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

APPLICABILITY

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

CITY OF GREAT FALLS,

**SUNBURST UNLIMITED
INCORPORATED,**

Gregory T. Doyon, City Manager

By: _____
(signature)

(printed name)

ATTEST:

Its: _____
Title or Office

Lisa Kunz, City Clerk

(SEAL OF THE CITY)

APPROVED FOR LEGAL CONTENT:

Sara R. Sexe, City Attorney

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



Commission Meeting Date: October 6, 2020

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Public Hearing – Resolution 10372 to annex of Tract 1B of Certificate of Survey No. 5077 and the adjoining right-of-way of Jasper Road; minor subdivision of Double T Estates; and Ordinance 3224 to assign C-3 Highway Commercial zoning for Lots 1-3 and R-2 Single-family Medium Density for Lot 4 of Double T Estates.

From: Lonnie Hill, Planner I, Planning and Community Development

Initiated By: Aaron Corbett, Turbo Transportation Group, LLC

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

Action Requested: City Commission adopt Resolution 10372, approve the minor subdivision of Double T Estates per the Findings of Fact/Basis of Decision, adopt Ordinance 3224, and approve the Improvement Agreement.

Public Hearing:

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

Suggested Motion:

Commissioner moves:

I: “I move that the City Commission (approve/deny) Resolution 10372 to annex Tract 1B of Certificate of Survey No. 5077 including the adjoining right-of-way of Jasper Road and the accompanying Findings of Fact/Basis of Decision, and (approve/deny) the Improvement Agreement; all subject to the Conditions of Approval being fulfilled by the applicant.”

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

And;

II: “I move that the City Commission (approve/deny) the minor subdivision of Tract 1B of Certificate of Survey No. 5077 as legally described in the staff report and the accompanying Findings of Fact/Basis of Decision, subject to the Conditions of Approval being fulfilled by the applicant.”

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

And;

III. “I move that the City Commission (approve/deny) Ordinance 3224 to assign C-3 Highway Commercial zoning for Lots 1-3 and R-2 Single-family Medium Density zoning for Lot 4 of the proposed Double T Estates subdivision and the accompanying Findings of Fact/Basis of Decision, subject to the Conditions of Approval being fulfilled by the applicant.”

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

Staff Recommendation:

At the conclusion of a public hearing held on August 25, 2020, the Planning Advisory Board/Zoning Commission recommended the City Commission approve the annexation of the subject properties with the conditions of approval. The Planning Advisory Board additionally recommended the City Commission approve the minor subdivision to create Lots 1-4 of Double T Estates. The Zoning Commission then recommended that the City Commission approve the establishment of C-3 Highway Commercial zoning for Lots 1-3 and R-2 Single-family Medium Density zoning for Lot 4 of the proposed Double T Estates subdivision.

Staff recommends approval of the annexation of Tract 1B of Certificate of Survey No. 5077 and adjoining right-of-way, the minor subdivision plat requests with conditions, and assignment of C-3 zoning for Lots 1-3 and R-2 zoning for Lot 4 with the following conditions of approval:

Conditions of Approval for Annexation and Establishment of Zoning:

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 Property. The Improvement Agreement must be signed by the applicant and recorded at the Cascade County Clerk and Recorder.
3. **Land Use & Zoning.** Development of the property shall be consistent with the allowed uses and specific development standards of the C-3 Highway commercial and R-2 Single-family medium density zoning districts.
4. **Utilities.** The final engineering drawings and specifications for public improvements for the subject property shall be submitted to the City for review and approval.
5. **Subsequent modifications and additions.** If after establishment of the zoning, the owner proposes to expand or modify the use, buildings, and/or structures, the Director of the Planning and Community Development Department shall determine in writing if such proposed change would alter the finding for one or more review criteria. If such proposed changes would alter a finding, the proposal shall be submitted for review as a new development application. If such proposed change would not alter a finding, the owner shall obtain all other permits as may be required.

Conditions of Approval for the Minor Subdivision:

1. **General Code Compliance.** The proposed project shall be developed consistent with the conditions in this report, and all codes and ordinances of the City of Great Falls, the State of Montana, and all other applicable regulatory agencies.
2. **Amended Plat.** The applicant shall provide an amended plat of the subject property which shall incorporate corrections of any errors or omissions noted by Staff.

Summary:

The applicant, Turbo Transportation Group, LLC, is proposing annexation, a four lot minor subdivision for Tract 1B of Certificate of Survey No. 5077, and establishment of zoning. The subject property is approximately 40.77 total acres. The subject property is currently undeveloped land located within Cascade County adjacent to the City limits of Great Falls on the east and west.

Phase 1 includes development of Lot 1 of the proposed amended plat as a truck wash facility. Future phases are expected to include development of a truck repair facility and offices for Turbo Transportation Group on Lot 2, a 180-unit mini-storage facility on Lot 3, and future development of residential lots on Lot 4. The future development of multiple residential lots will require a subsequent subdivision of Lot 4, which will be reviewed by the Planning Advisory Board and City Commission at the time of application.

Public Notice for the City Commission Public Hearing was published in the *Great Falls Tribune* on September 20th, 2020, and a notice was sent in the mail to neighbors within 150 feet of the subject property.

Background:

Annexation by Petition Request:

The subject property consists of approximately 40.77 acres and is contiguous to the existing City limits on the east and west sides. The Bel-View Palisade Addition is located directly to the east, public right-of-way and suburban residential lots located within the County are located to the north, a City owned parcel which contains a City water tower is located to the west, and suburban residential lots are located within the County to the south. The adjacent right-of-way of Jasper Road is required to be annexed into City limits as part of the request.

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

Minor Subdivision:

The applicant is requesting a minor subdivision of Tract 1B of Certificate of Survey No. 5077. The applicant is proposing an amended plat that subdivides the subject property into four lots. As noted earlier, the intent of the applicant is to develop Lots 1-3 and to subsequently subdivide Lot 4 into smaller residential lots. All proposed lots meet code requirements for lot size, width, width to depth ratio, as well as their ability to be accessed by public utilities and roadways.

The basis for decision to approve, conditionally approve, or deny a proposed subdivision is whether the subdivision application, preliminary plat, applicable environmental assessment, public hearing, Planning

Board recommendations, or additional information demonstrate that development of the proposed subdivision meets the requirements of Mont. Code Ann. § 76-3-608. The governing body shall issue written findings of fact that weigh the criteria in of Mont. Code Ann. § 76-3-608(3), which are attached as *Findings of Fact/Basis of Decision – Subdivision*.

Establishment of Zoning Request:

Lots 1-3 of the proposed Double T Estates subdivision are being proposed for C-3 Highway Commercial zoning. The C-3 zoning district permits the proposed development of Lot 1 for a truck wash facility – defined as a vehicular services land use. If the developer moves forward with the proposed use of Lot 2 as a truck repair center, this use would be permitted within the category of vehicular repair. If the developer moves forward in the future to establish storage units on Lot 3, a Conditional Use Permit is required to allow a mini-storage facility within the C-3 district.

Designation of C-3 Highway Commercial district zoning for Lots 1-3 will allow for the use of undeveloped land near the interstate to capitalize on commercial activities related to interstate travel. This zoning designation will support the economic and physical goals of the City’s Growth Policy, including expanding the City’s existing economic base and supporting the expansion of existing businesses that bolster employment within the City.

Lot 4 of the proposed Double T Estates subdivision is being proposed for R-2 Single-family Medium Density zoning. This zoning classification is most appropriate given the existing R-2 zoning adjoining the parcel on its east side. The intent of the developer is to subdivide Lot 4 into multiple residential lots in the future. This future major subdivision will require additional review and approval from the Planning Advisory Board as well as the City Commission. The Improvement Agreement for this annexation, which is attached to this agenda report, anticipates this future subdivision and lays the framework of what may be required of the developer for both on and off-site public improvements. Some of the identified concerns include future proposed public street configuration and stormwater quantity and quality control. It is important that this future subdivision and related development is closely reviewed for potential street connectivity and other impacts to the existing Bel-View Palisade neighborhood.

The basis for decision on zoning map amendments is listed in Official Code of the City of Great Falls (OCCGF) § 17.16.40.030 of the Land Development Code. The City Commission shall at a minimum consider the criteria which are attached as *Findings of Fact/Basis of Decision – Zoning Map Amendment*.

Required Improvements:

Roadway facilities. Pursuant to the attached Improvement Agreement, the Owner is required to dedicate and construct 29th Street Southwest from 38th Avenue Southwest to the proposed Poplar Drive extension. Design and installation shall be consistent with City standards and submitted plans approved by the City of Great Falls. All street improvements are to be owned and maintained by the City upon completion. The owner additionally is required to install sidewalk along the west side of 29th Street Southwest between 38th Avenue Southwest and Poplar Drive. Adjoining property owners will be responsible for the maintenance of the sidewalk, boulevard landscaping, and trees after construction.

The owner is also required to construct the intersection of 29th Street Southwest and the proposed Poplar Drive. The owner is additionally required to construct a vehicular gravel access drive from the north end of the intersection to the property line of the property surveyed as COS 3342.

As part of the development of Lot 1, the owner proposes to construct Poplar Drive from 29th Street Southwest to the east property line of Lot 1 of the proposed Double T Estates subdivision consistent with City standards and submitted plans approved by the City of Great Falls. Construction of this street shall include a temporary cul-de-sac on Lot 2 at the terminus of the Poplar Drive extension. The owner is required to install sidewalks and boulevard trees on the north side of the developed portion of Poplar Drive. The owner will be additionally responsible for the maintenance of an area of ground cover within the right-of-way on the south side of Poplar Drive until the adjacent property adjoining Poplar Drive to the south is annexed into the city.

Utilities. The owner will agree to extend an 8 inch public water main through the proposed public right-of-way from the existing main on 29th Street Southwest to the east boundary of Lot 1, including the addition of required fire hydrants. The improvements shall be in accordance with City and Montana Department of Environmental Quality standards and approved plans and specifications. The improvements are to be owned and maintained by the City upon completion. Installation of a public sanitary sewer main to service Lot 1 is not required due to the existing 8 inch line that runs across the entirety of Tract 1B from east to west.

Stormwater Management. The owner agrees to install stormwater quality and quantity improvements consistent with City standards and submitted plans approved by the City of Great Falls. The design, installation, inspection, and maintenance responsibilities of these improvements shall be approved by the City of Great Falls.

Future Improvements:

Roadway facilities. As Lots 2-4 develop, the future proposed street configuration shall be approved by appropriate divisions of the City of Great Falls. Future development or subdivision proposals may also require a traffic impact analysis or a traffic study as per OCCGF 17.32.060, and may require off-site improvements to be constructed mitigate traffic impact upon existing roadways. A short traffic analysis has been provided by Staff in this Agenda Report in response to what has been preliminarily proposed so far for each of the proposed lots to be developed.

Utilities. Future public utilities required for future development of Lots 2-4 shall be installed by the owner as required by the City of Great Falls. At this time, no analysis or calculations regarding such improvements have been made. The guidance within the Improvement Agreement is provided as an expected minimum requirement for such facilities; however, the owner and City agree that additional requirements may be necessary to accommodate proposed development upon Lots 2-4.

Stormwater Management. The owner agrees to construct stormwater infrastructure, both on-site and off-site, associated with future development consistent with City standards and submitted plans approved by the City of Great Falls. The improvements shall be in accordance with City and Montana Department of Environmental Quality standards and approved plans and specifications. Staff and the developer's design consultant have discussed the possibility of additional water quantity control measures due to the potential for a residential subdivision upstream of the Bel-View Palisade Addition.

Traffic Analysis:

Access/Egress. One initial access point is proposed with the first phase of development. The subdivision would be accessed from the south, via 29th Street Southwest, connecting to the existing 38th Avenue SW. For emergency access and emergency evacuation from the area, a future second access may be necessary,

with the most feasible point of connectivity to the existing street network being Jasper Road bordering on the north of the subdivision and connecting to Bel-View Palisade at the far northwestern corner of that subdivision. It is anticipated that a future system of roads internal to the proposed residential area on Lot 4 may be constructed, including Jasper Road. A sidewalk connection will be provided along 29th Street Southwest from the subject property to 38th Avenue SW.

Trip Generation. Phase I: According to the developer's representatives, the proposed truck wash facility is expected to service 34 trucks per day and employ 2 individuals. Doubling this number (to account for vehicles arriving and leaving), that equates to 72 trips per day. Assuming an additional 10% to account for delivery trips and fluctuations in usage, an **estimate of 80 trips per day** is used for this analysis. Because the ITE Trip Generation Manual has no studies for a truck wash facility, assumed trip numbers from the developer's representatives were used.

Phase II: The developer has preliminary plans for a 180-unit mini-storage facility for Lot 3. Using data from the ITE Trip Generation Manual (9th Edition), a Mini-Warehouse can expect to generate an average of .25 weekday trips per unit – equating to an **estimated 45 trips per day** for a 180-unit facility.

Phase III: Preliminary plans for development of Lot 2 includes the trucking company office/shop, which will include a 12,500 square foot structure with 32 employees and attract 10 trucks for service daily. The facility is proposed to serve as a large temporary storage lot for imported small vehicles, which will be loaded and unloaded on-site in a storage lot. Because the developer was unable to provide detail on traffic generation for this use, traffic generation was calculated assuming two trips per employee; two trips per truck; and, 20% additional trips. This equates to an **estimate of 101 trips per day**.

Phase IV: The residential development has not been designed, but the area proposed for residential zoning is estimated to be able to accommodate up to 84 single-family residential units. Based upon data from the ITE Trip Generation Manual (9th Edition), Single Family Detached Housing generates an average of 9.52 trips per weekday per unit – equating to an **estimated 800 trips per day**.

Total Average Weekday Trips at full buildout over many years: **1,118 daily trips**

Trip Distribution. Phases I-III: All of the proposed traffic from phases I, II, and III will enter and exit from 29th Street SW, resulting in an estimated 226 trips per day. Because of the dead-end nature of the development, the only other traffic would be an occasional visit to the City's water tower or the vacant lot to the north of the development. The Montana Department of Transportation is currently designing upgrades to the Airport Interchange. The improvements are expected to accommodate the growth in traffic in the area, including traffic generated by this development.

Consideration should be given to encouraging discontinuation of the access easement through the Flying J/Crystal Inn development (named 37th Ave SW), to prevent through-traffic generated by the proposed development.

Phase IV: Future development and subdivision for Phase IV of the development will necessitate construction of new roadways, including potential improvements to Jasper Road, and may generate 800 additional trips. Distribution of traffic will depend somewhat upon design of the interior roads. Therefore, it is difficult to assign trip distribution at this stage. It can safely be said that at least half of the development's traffic would use the eastern access point. However, without more detail, the possible impact upon the street network to the east cannot be assessed.

A future dedication of right-of-way to connect the existing Jasper Road right-of-way to 28th Street SW should be a condition of the development. Development, use, and maintenance of Jasper Road, including the existing right-of-way, should be deferred until Phase IV or until such time as deemed necessary by the City. Impact on roadways east of the proposed development will be assessed when connection to the existing Jasper Road is proposed.

Traffic Conclusion. Based on the preliminary plans provided by the developer, there is sufficient capacity on the roadways to the west to accommodate the traffic generated by Phases I-III, if the proposed improvements are made. Impact on roadways east of the proposed development will be assessed when connection to the existing Jasper Road is proposed. It is recommended that a careful assessment be performed when the residential development is proposed or when connection to Jasper Road is considered.

Neighborhood Council Input:

The subject property is located adjacent to Neighborhood Council #1. The project was presented at the September 8, 2020 meeting and was approved unanimously by the Council Members.

Fiscal Impact:

Services will be provided by the City, and the cost of the infrastructure improvements will be borne by the applicant per the agreed upon terms of the attached Improvement Agreement. The City will be reimbursed by the owner for its proportionate share of the sanitary sewer line previously constructed across the subject property. The annexation and subdivision creates 4 new lots within the city which will increase the City's tax base and increase revenue.

Alternatives:

The City Commission could deny the annexation, amended plat, and zoning map amendment request. For these actions, the City Commission must provide separate Findings of Fact/Basis of Decision for denial of the annexation, subdivision, and establishment of zoning.

Concurrences:

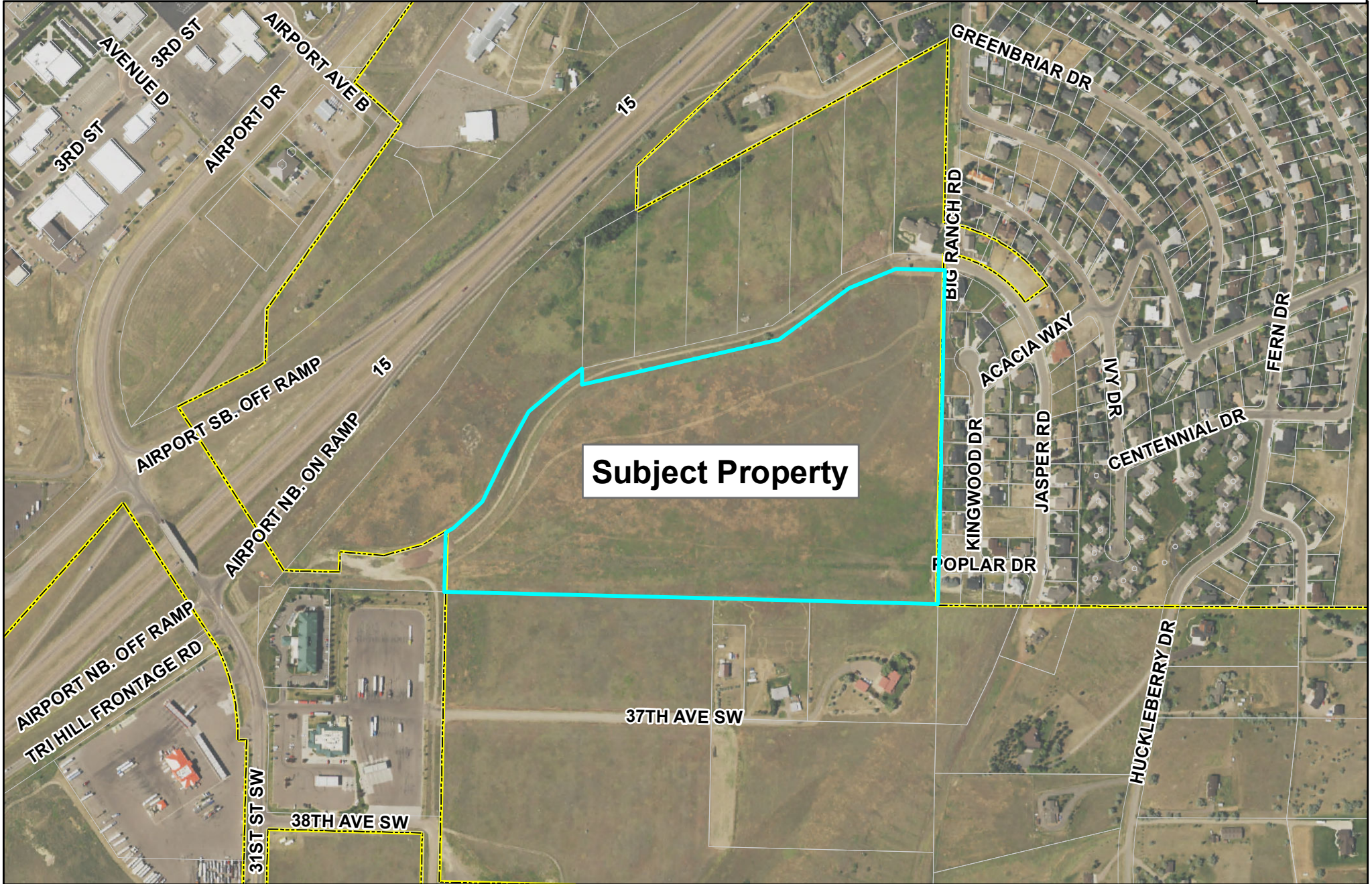
Representatives from the City's Public Works, Legal, Park and Recreation, and Fire/Rescue Departments have been involved throughout the review and approval process for this project, and will continue to participate throughout the permit approval process. Both Engineering and Environmental Divisions of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

Attachments/Exhibits:

- Aerial Map
- Resolution 10372
- Exhibit A
- Findings Of Fact/Basis of Decision – Annexation
- Draft Minor Subdivision
- Findings Of Fact/Basis of Decision – Subdivision
- Zoning Map
- Ordinance 3224
- Findings Of Fact/Basis of Decision – Zoning Map Amendment
- Allowable Uses by District for R-2 and C-3
- Lot Area and Dimensional Standards for R-2 and C-3

- Project Narrative
- Improvement Agreement

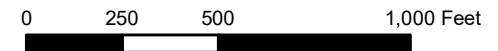
Aerial Map



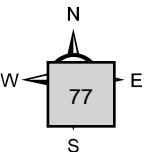
Subject Property

Parcels

City Limits



Date: 8/20/2020
Author: LH, Planning



RESOLUTION 10372

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, TO EXTEND THE BOUNDARIES OF THE CITY OF GREAT FALLS TO INCLUDE TRACT 1B OF CERTIFICATE OF SURVEY NO. 5077 AND THE ADJOINING RIGHT OF WAY OF JASPER ROAD LOCATED IN THE NE1/4 OF SECTION 21, TOWNSHIP 20 NORTH, RANGE 3 EAST, P.M.M., CASCADE COUNTY, MONTANA, IN ACCORDANCE WITH THE PROVISION OF SECTION 7-2-4601, MONTANA CODE ANNOTATED.

* * * * *

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

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

Tract 1B of Certificate of Survey No. 5077 and the adjoining right-of-way of Jasper Road located in the NE1/4 of Section 21, T20N, R3E P.M.M., Cascade County, Montana;

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

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

WHEREAS, Turbo Auto Transport, LLP, the owner of the hereinabove described properties has submitted a petition to have the subject property annexed to the City of Great Falls; and

WHEREAS, the Great Falls Planning Advisory Board/Zoning Commission conducted a public hearing on August 25, 2020, to consider said annexation and assignment of zoning of C-3 Highway Commercial and R-2 Single-family Medium Density districts and, at the conclusion of said hearing, passed a motion recommending the City Commission annex and assign said zoning to the properties legally described as Lots 1-4 of the Double T Estates Minor Subdivision of Lot 1B of Certificate of Survey No. 5077 located in the NE ¼ of Section 21, T20N, R3E, P.M.M., Cascade County, Montana; 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: “Tract 1B of Certificate of Survey No. 5077 and the adjoining right-of-way of Jasper Road located in the NE1/4 of Section 21, T20N, R3E P.M.M., Cascade County, Montana” as shown on attached Attachment “A.”

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

That the Cascade County Clerk and Recorder is hereby authorized and directed to change the appropriate boundaries of the City of Great Falls, Montana, to include said tract of land; and

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

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on this 6th day of October, 2020.

Bob Kelly, Mayor

ATTEST:

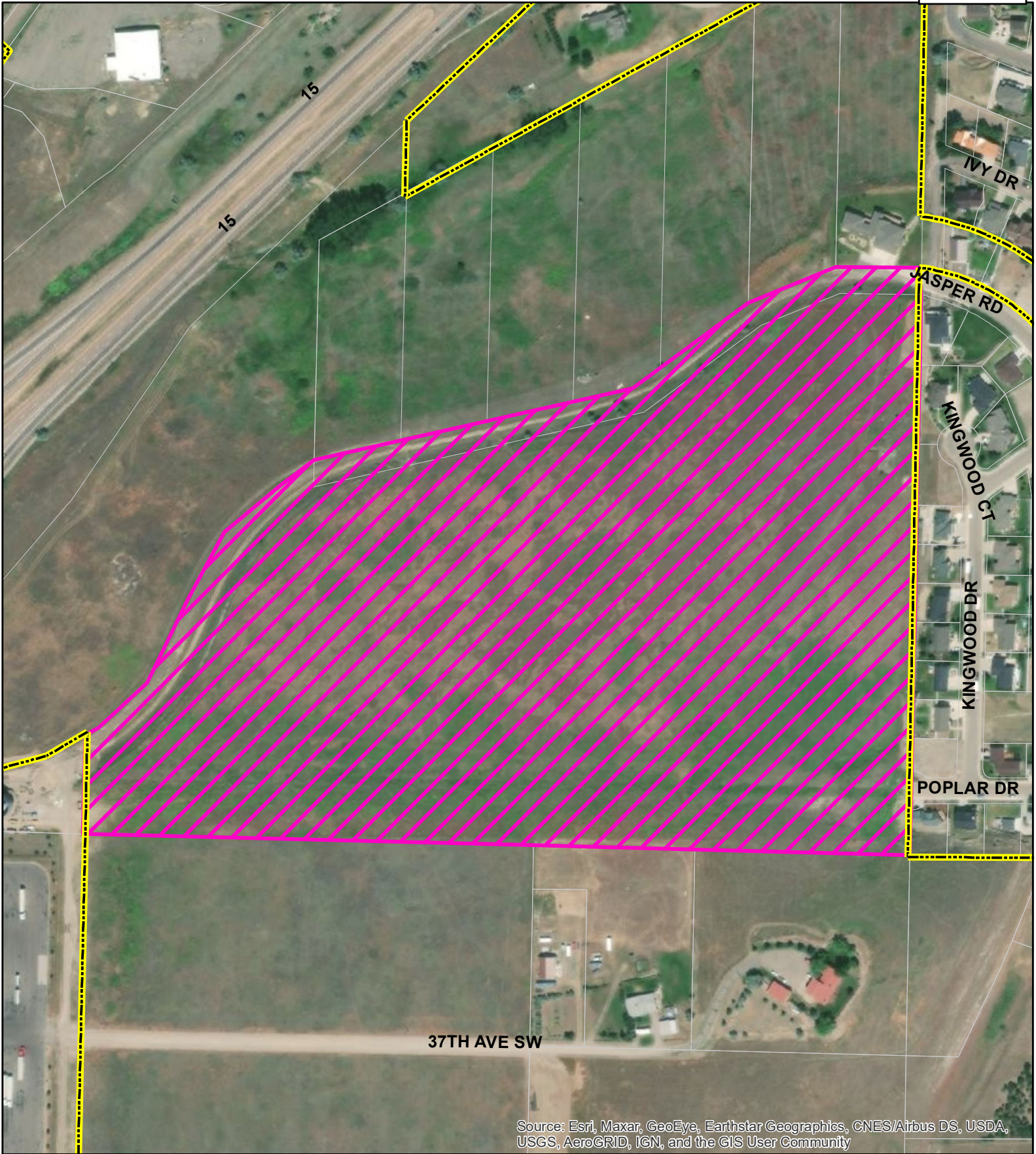
Lisa Kunz, City Clerk

(SEAL OF CITY)




APPROVED FOR LEGAL CONTENT:

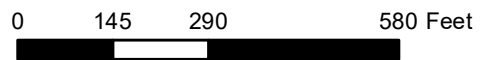
Sara R. Sexe, City Attorney

Exhibit A

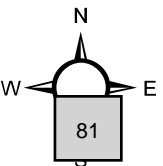


Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

	City Limits
	Resolution 10372
	Parcels



Date: 9/23/2020
Author: LH, Planning



FINDINGS OF FACT/BASIS OF DECISION – ANNEXATION

Tract 1B of Certificate of Survey No. 5077, located in the NE ¼ of Section 21, T20N, R3E, PMM, Cascade County, Montana and the adjoining right-of-way of Jasper Road

PRIMARY REVIEW CRITERIA:

The basis for decision on annexation is listed in the 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 the City Commission shall at a minimum consider the following criteria:

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

The subject property is contiguous to the existing city limits, with Bel-View Palisade to the east and the City water tower property to the west.

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 supported by the Economic and Physical portions of the Growth Policy. The annexation is specifically supported by the following goals and policies:

- Economic Goals and Principles
 - To enhance, strengthen and expand the City's existing economic base.
 - To attract new businesses and support the expansion of existing businesses in a manner that bolsters employment opportunities in the City.
- Physical Policy 4.1.3 – Create a balanced land use pattern that provides for a diversity of uses that will accommodate existing and future development in the City.
- Physical Policy 4.2.5 – Promote orderly development and the rational extension of infrastructure and City services.
- Social Policy 1.4.2 – Expand the supply of residential opportunities including single family homes, apartments, manufactured homes, and assisted living facilities.
- Social Policy 1.4.12 – When annexing land for residential development, consider the timing, phasing and connectivity of housing and infrastructure development.

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

The subject property is located adjacent to Neighborhood Council #1. There is no adopted neighborhood plan for Neighborhood Council #1, or any other Council within the City. The project was presented at the September 8, 2020 meeting and was approved unanimously by the Council Members.

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 is not located 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. At this time, estimated traffic generation counts were provided for development of Lot 1 and an analysis of those counts have been included in the agenda report. A traffic analysis may be required as part of future development or subdivision.

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 capacity is adequate to provide public utility services to the subject property. A more detailed description of the various public utility services that will be provided to the development has been outlined in the agenda report as well as in the Improvement Agreement.

The adjacent City water tower property, the Bel-View Palisade Addition, and the properties to the southwest, including the Crystal Inn and Denny's, are currently receiving law enforcement and fire protection service from the City of Great Falls. The development of Lot 1 will provide access to the subject properties being annexed through the construction of 29th Street Southwest. Providing street, law enforcement, and fire protection services is expected to be a manageable cost to the City, but since the subject properties are located within the Gore Hill fire district, City fire response times from Fire Station #4 are beyond what is considered ideal in an urban context. In light of this, the City will need to carefully plan the future public street layout of the annexed property as it is further subdivided and developed. Additionally, special attention will need to be paid to stormwater quantity control during future subdivision and development of proposed Lot 4.

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

The proposed annexation includes a four lot minor subdivision. Of these four newly created lots, Lot 1 is proposed for development of a truck wash facility. This facility will be developed to City standards. Future development proposals for Lots 2-4 will be required to be improved to City standards as outlined in the attached Improvement Agreement for the subject property.

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 subject property 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 addresses the creation of any special improvement districts and the creation of additional development agreements for the future development of Lots 2-4.

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

The subject property has been previously surveyed as part of Certificate of Survey 5077. A preliminary minor subdivision is proposed to subdivide the subject property into four lots. The draft amended plat is required to be reviewed by the City Commission and Staff, and recorded with the Cascade 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 in the agenda report as well as in the attached Improvements Agreement.

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 tract of land is contiguous to the City limits and has always been considered a logical extension of the City's urban area.

PRELIMINARY PLAT OF DOUBLE T ESTATES

A 4-LOT MINOR SUBDIVISION OF TRACT 1 B OF CERTIFICATE OF SURVEY 5077, LOCATED IN THE NORTHEAST AND SOUTHEAST ONE-QUARTER OF SECTION 21, TOWNSHIP 20 NORTH, RANGE 3 EAST, P.M.M., CASCADE COUNTY, MONTANA

OWNER OF RECORD:
TURBO TRANSPORTATION
GROUP, LLC

SUBDIVIDER:
TURBO TRANSPORTATION
GROUP, LLC

TOTAL SUBDIVISION AREA:
40.77 ACRES (GROSS & NET)

PERIMETER DESCRIPTION

TRACT 1B OF CERTIFICATE OF SURVEY 5077, LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 21, TOWNSHIP 20 NORTH, RANGE 3 EAST, PRINCIPAL MERIDIAN OF MONTANA.

CERTIFICATE OF OWNERS

WE THE UNDERSIGNED PROPERTY OWNERS, DO HEREBY CERTIFY THAT WE HAVE CAUSED TO BE SURVEYED AND PLATTED INTO LOTS, EASEMENTS, AND PUBLIC RIGHT-OF-WAYS AS SHOWN BY THE ATTACHED PLAT, THE TRACT OF LAND TO BE KNOWN AS THE PLAT OF DOUBLE T ESTATES, BEING TRACT 1B OF CERTIFICATE OF SURVEY 5077 AND LOCATED IN THE NORTHEAST ONE-QUARTER AND SOUTHEAST ONE-QUARTER OF SECTION 21, TOWNSHIP 20 NORTH, RANGE 3 EAST, PRINCIPAL MERIDIAN MONTANA, CASCADE COUNTY, MONTANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT 1B, SAID POINT BEING THE 1/4 SECTION CORNER COMMON TO SECTIONS 21 AND 22; THENCE N88°30'46"W, A DISTANCE OF 1919.93 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 1B; THENCE N01°15'37"E, A DISTANCE OF 228.15 FEET; THENCE N59°24'48"E, A DISTANCE OF 36.21 FEET; THENCE N46°28'37"E, A DISTANCE OF 152.05 FEET; THENCE N26°09'07"E, A DISTANCE OF 215.26 FEET; THENCE N28°32'21"E, A DISTANCE OF 178.00 FEET; THENCE N49°59'22"E, A DISTANCE OF 170.59 FEET; THENCE N51°52'37"E, A DISTANCE OF 100.12 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF JASPER ROAD; THENCE S01°36'23"W, A DISTANCE OF 61.78 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF JASPER ROAD; THENCE N77°16'43"E, A DISTANCE OF 786.76 FEET; THENCE N53°32'06"E, A DISTANCE OF 338.21 FEET; THENCE N67°47'57"E, A DISTANCE OF 197.95 FEET; THENCE S88°31'27"E, A DISTANCE OF 187.57 FEET TO THE NORTHEAST CORNER OF SAID TRACT 1B; THENCE S01°05'43"W, A DISTANCE OF 1304.84 FEET TO THE POINT OF BEGINNING, SAID TRACT OF LAND CONTAINING 40.77 ACRES, MORE OR LESS, BEING SUBJECT TO ALL EASEMENTS OF RECORD.

THE ABOVE DESCRIBED TRACT OF LAND IS TO BE KNOWN AS THE PLAT OF DOUBLE T ESTATES.

THE UNDERSIGNED FURTHER CERTIFIES THAT THIS DIVISION OF LAND IS EXCLUDED FROM REVIEW BY PURSUANT TO SECTION 76-3-27(G) M.C.A. TO WIT:

"DIVISIONS MADE OUTSIDE OF PLATTED SUBDIVISIONS BY GIFT, SALE, OR AGREEMENT TO BUY AND SELL IN WHICH THE LANDOWNER ENTERS INTO A COVENANT FOR THE PURPOSES OF THIS CHAPTER WITH THE GOVERNING BODY THAT RUNS WITH THE LAND AND PROVIDES THAT THE DIVIDED LAND WILL BE USED EXCLUSIVELY FOR AGRICULTURAL PURPOSES, SUBJECT TO THE PROVISIONS OF 76-3-211"

TURBO TRANSPORTATION GROUP, LLC

STATE OF MONTANA)
 :SS
COUNTY OF CASCADE)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS _____ DAY OF _____, 2020.

BY _____
AUTHORIZED AGENT, TURBO TRANSPORTATION GROUP, LLC

NOTARY PUBLIC, STATE OF MONTANA

CERTIFICATE OF COUNTY TREASURER

I, DIANE HEIKKILA, COUNTY TREASURER OF CASCADE COUNTY, MONTANA, DO HEREBY CERTIFY PURSUANT TO 76-3-207(3) M.C.A. THAT ALL REAL PROPERTY TAXES ASSESSED AND LEVIED ON THE LAND DESCRIBED HEREIN HAVE BEEN PAID.


BY _____ DATE _____
DIANE HEIKKILA, TREASURER
CASCADE COUNTY

CERTIFICATE OF SURVEYOR

I HEREBY CERTIFY THAT THIS PLAT REPRESENTS A SURVEY PERFORMED UNDER MY SUPERVISION AND COMPLETED ON THE DATE SHOWN HEREON.

BY _____ DATE _____
MICHAEL D. SHAYLOR, PLS
MONTANA REGISTRATION NO. 19110 LS

DRAFT

 WOTH ENGINEERING, INC. ENGINEERS & SURVEYORS <small>405 3RD STREET NW, SUITE 206 • GREAT FALLS, MT 59404 • 406-761-1955 3800 O'LEARY STREET, SUITE A • MISSOULA, MT 59808 • 406-203-9565 WWW.WOTHENG.COM</small>	1/4	SECTION	TOWNSHIP	RANGE	PRINCIPAL MERIDIAN MONTANA CASCADE COUNTY, MONTANA WEI JOB#: 1928 DRAWN: CRH QA: MDS DATE: AUGUST 24, 2020 FILENAME: PLAT.DWG SHEET 1 OF 2
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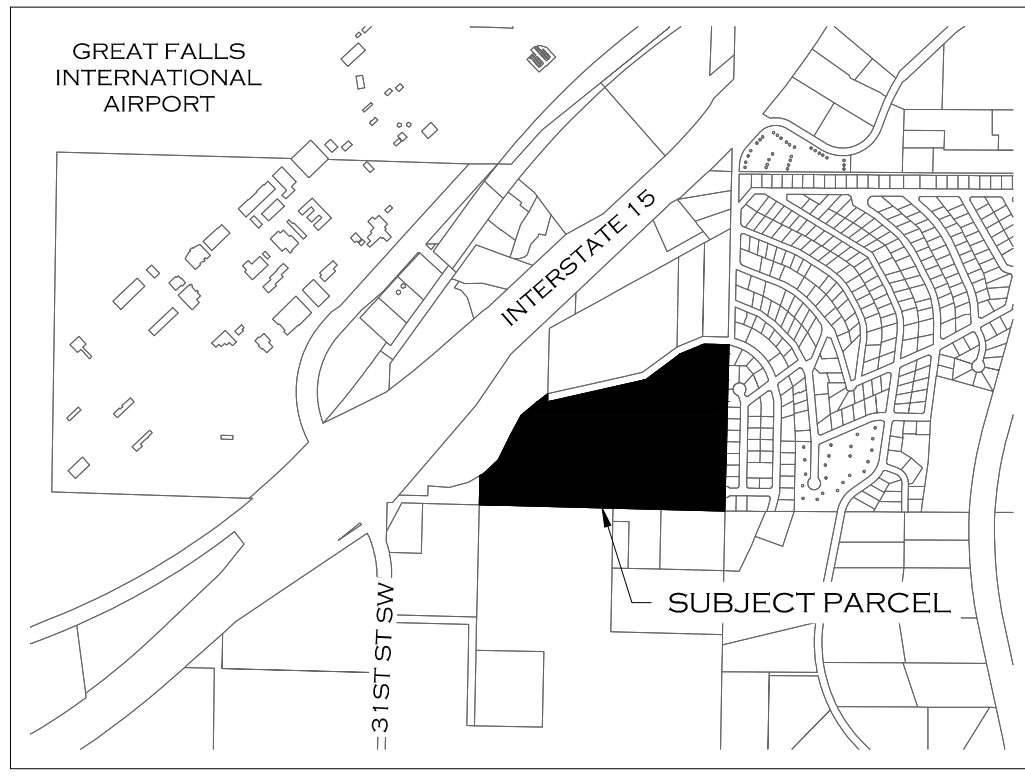
PRELIMINARY PLAT OF DOUBLE T ESTATES

A 4-LOT MINOR SUBDIVISION OF TRACT 1B OF CERTIFICATE OF SURVEY 5077, LOCATED IN THE NORTHEAST AND SOUTHEAST ONE-QUARTER OF SECTION 21, TOWNSHIP 20 NORTH, RANGE 3 EAST, P.M.M., CASCADE COUNTY, MONTANA

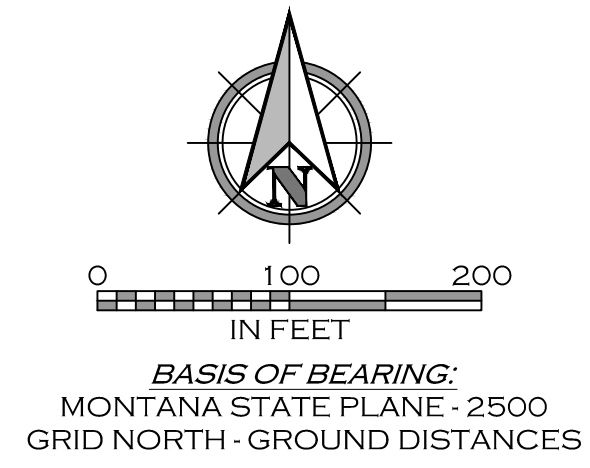
OWNER OF RECORD:
TURBO TRANSPORTATION GROUP, LLC

SUBDIVIDER:
TURBO TRANSPORTATION GROUP, LLC

TOTAL SUBDIVISION AREA:
40.77 ACRES (GROSS & NET)



VICINITY MAP
NOT TO SCALE

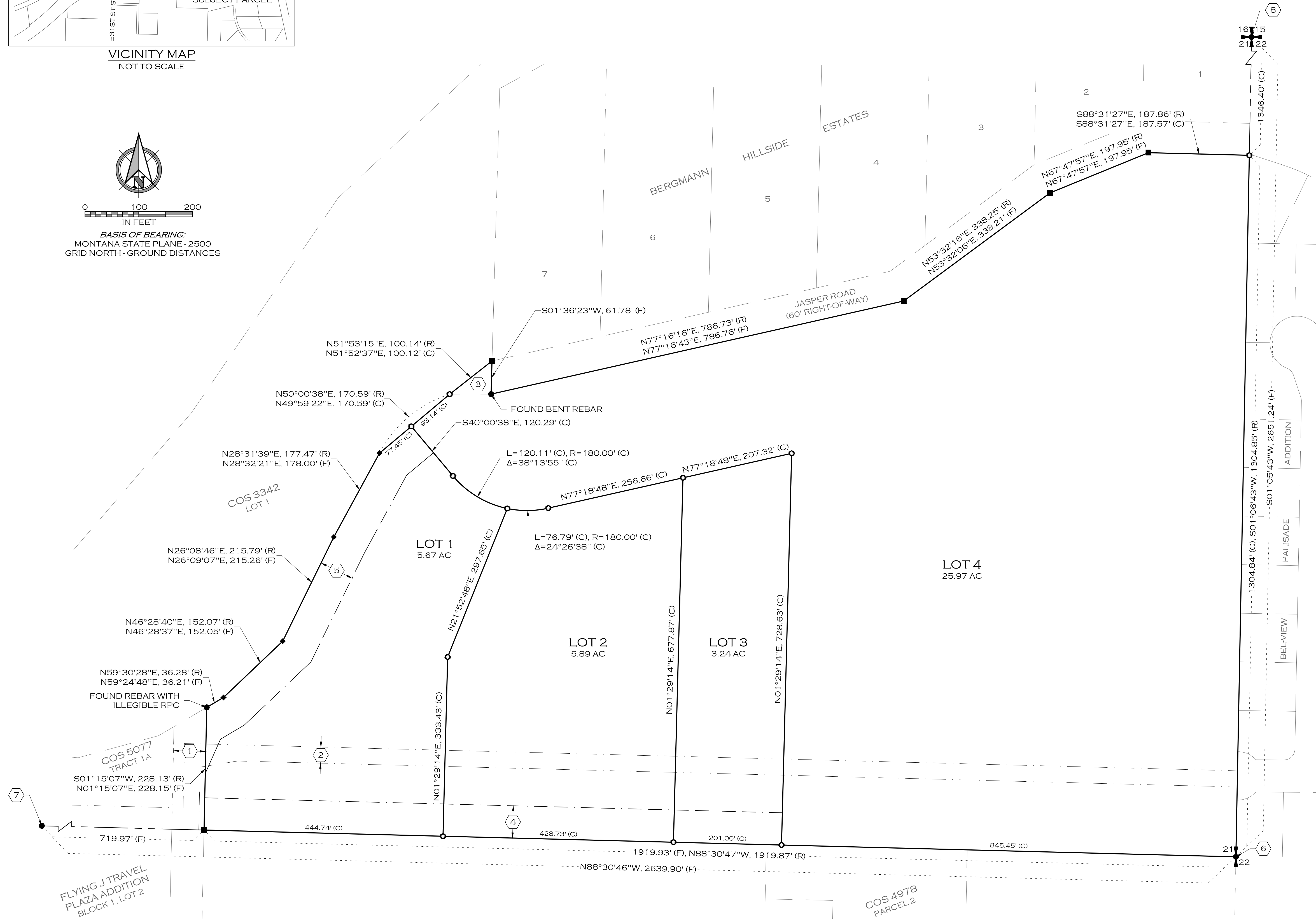


LEGEND

- SECTION LINE
- EXTERIOR SUBDIVISION BOUNDARY
- INTERIOR SUBDIVISION BOUNDARY
- RIGHT-OF-WAY PER THIS PLAT
- ADJOINING PARCEL BOUNDARY
- EXISTING EASEMENT
- FOUND MONUMENT AS DESCRIBED
- FOUND REBAR WITH NO CAP
- ◆ FOUND AC MK'D "ELI & ASSOCIATES 9328LS"
- SET 5/8" X 24" REBAR WITH AC MK'D "WEI SHAYLOR 191 10LS"
- (F) FOUND
- (C) CALCULATED OR SET
- (R) RECORD - CERTIFICATE OF SURVEY 5077 (15276LS, 2017)
- AL ALUMINUM CAP
- YPC YELLOW PLASTIC CAP
- RPC RED PLASTIC CAP
- MK'D MARKED
- COS CERTIFICATE OF SURVEY

KEY NOTES

- ① 60' PUBLIC ACCESS & UTILITY EASEMENT PER COS 5077
- ② 30' PUBLIC UTILITY EASEMENT PER R338-D301
- ③ PUBLIC ACCESS & UTILITY EASEMENT FOR THE BENEFIT OF LOT 1 OF COS 3342 PER COS 3347
- ④ 60' PUBLIC RIGHT-OF-WAY PER THIS PLAT
- ⑤ TO BE DEDICATED AS FUTURE 64' PUBLIC RIGHT-OF-WAY
- ⑥ 1/4 SECTION CORNER, FOUND AC MK'D "SMITH 4740"
- ⑦ CENTER 1/4 CORNER, FOUND AC MK'D "SMITH 4740"
- ⑧ SECTION CORNER, FOUND AC MK'D "601A 1992"



DRAFT

WOITH ENGINEERING, INC. ENGINEERS & SURVEYORS <small>405 3RD STREET NW, SUITE 206 - GREAT FALLS, MT 59404 • 406-761-1955 3800 O'LEARY STREET, SUITE A - MISSOULA, MT 59808 • 406-203-9555 • WWW.WOITHENG.COM •</small>	1/4	SECTION	TOWNSHIP	RANGE	PRINCIPAL MERIDIAN MONTANA CASCADE COUNTY, MONTANA WEI JOB#: 1928 DRAWN: GRH QA: MDS DATE: AUGUST 24, 2020 FILENAME: PLAT.DWG SHEET 2 OF 2
	21	21	20 N	3 E	

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

Tract 1B of Certificate of Survey No. 5077, located in the NE ¼ of Section 21, T20N, R3E, PMM, Cascade County, Montana and the adjoining right-of-way of Jasper Road. (PREPARED IN RESPONSE TO 76-3-608(3) MCA)

PRIMARY REVIEW CRITERIA:

Effect on Agriculture and Agricultural Water User Facilities: The minor subdivision is located west of Bel-View Palisade. The City Limits run along the west and a small portion of the east property line of the proposed minor subdivision. The subject property is surrounded by existing residential development within the City on the east, public right-of-way and suburban residential lots located within the County to the north, a city owned parcel which contains a City water tower to the west, and suburban residential lots located within the County to the south. Thus, the proposed minor 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 proposed minor subdivision are currently served or will be served from public mains at the time of development. The owner will pay the cost of the service lines from these utility mains. The owner of the four lots created by the subdivision will pay regular water and sewer charges, and monthly storm drain charges.

The property proposed for this subdivision will receive law enforcement and fire protection service from the City of Great Falls, which will be an extension of current service area. As part of the review process, the Fire Department identified that a large temporary cul-de-sac is necessary to ensure access in and out of the site for large Fire Department equipment. This turn-around has been incorporated into the preliminary site plan. At this time, the City will be able to provide essential services as necessary, but because the subject properties are located within the Gore Hill fire district, response times from City Fire Station 4 are beyond what are considered ideal in an urban context. In light of this, the City will need to ensure that construction of further public street connections occurs as the minor subdivision continues to develop over time.

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 Lot 1 of the project will flow to the proposed detention pond which is shown on the preliminary site plan. Future development of Lots 2-4 will be required to submit drainage plans consistent with Montana Department of Environmental Quality and City requirements, and any future systems will be reviewed and approved by the City. Additional stormwater detention improvements may be required from the City during development of Lot 4 to address potential impacts to the Bel-View Palisade subdivision.

Effect on Wildlife and Wildlife Habitat: The subject property is surrounded by existing commercial and suburban residential development. This is not in an area of significant wildlife habitat beyond occasional deer and migrating fowl.

Effect on Public Health and Safety: Based on available information, the property requested for subdivision is not subject to abnormal natural hazards nor potential man-made hazards. The subdivision to create four large lots will not have a negative effect on Public Health and Safety, but as noted above, additional subdivision and development of Lots 2-4 will have to be carefully planned to ensure proper fire protection and stormwater quantity control.

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.

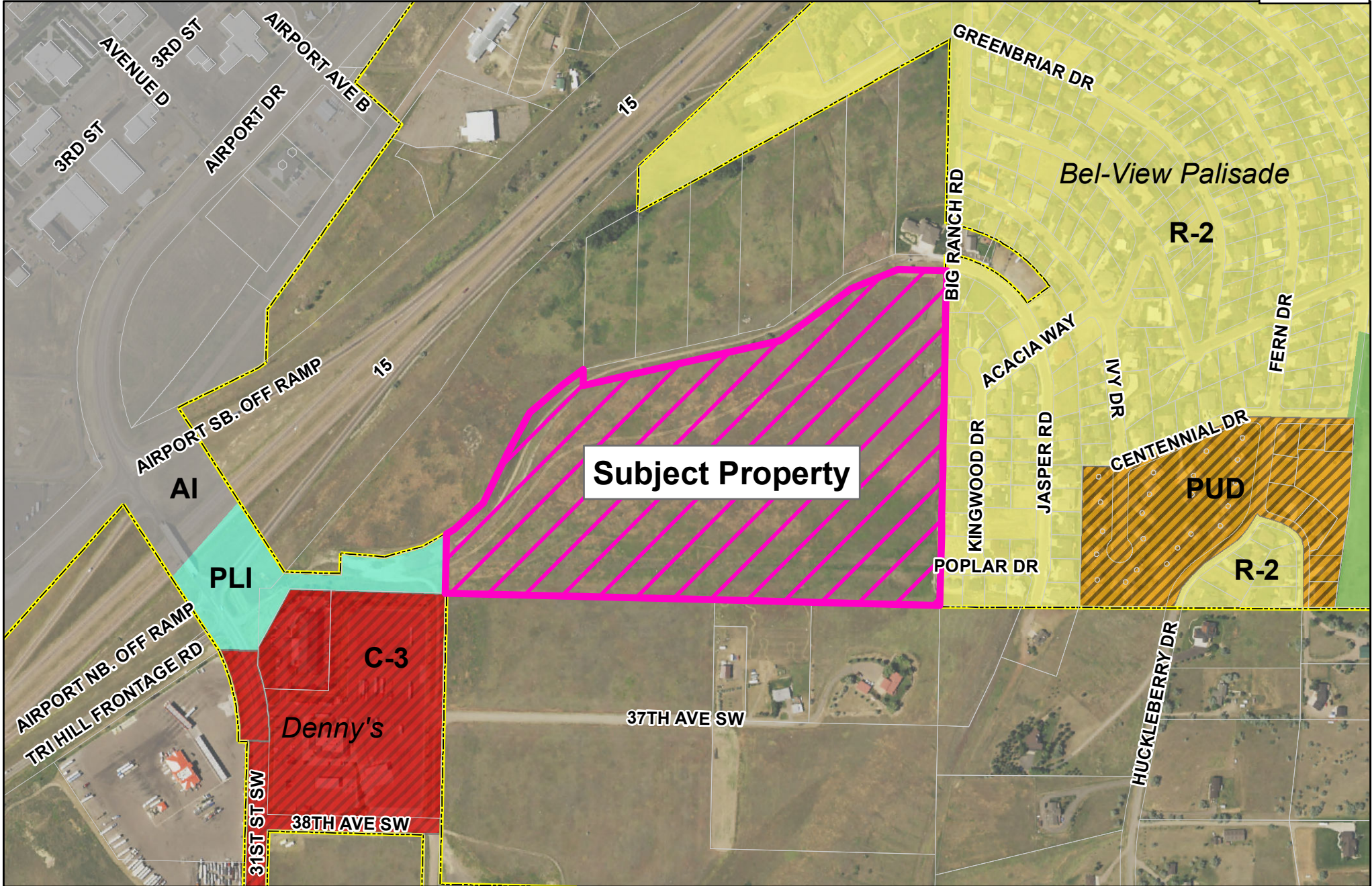
EASEMENT FOR UTILITIES

The developer's proposed subdivision plat provides necessary utility easements to accommodate water mains, sanitary sewer mains and private utilities to serve all lots of the subdivision.










LEGAL AND PHYSICAL ACCESS

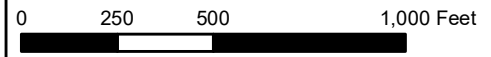
Legal access to the proposed subdivision will be provided via right-of-way dedicated as part of the amended plat. Physical access will be provided to Lots 1-2 via Poplar Drive being constructed with the proposed truck wash project on Lot 1. Physical access will be provided to Lots 3-4 with future development that will be reviewed and approved by the City.

Location & Zoning Map

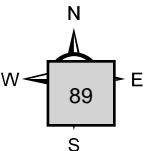


Subject Property

	Subject Property		R-2 Single-family Medium Density		PLI Public Lands and Institutional
	Parcels		PUD Planned Unit Development		POS Parks and Open Space
	City Limits		C-3 Highway Commercial		AI Airport Industrial



Date: 9/25/2020
 Author: LH, Planning



ORDINANCE 3224

AN ORDINANCE ASSIGNING A ZONING CLASSIFICATION OF C-3 HIGHWAY COMMERCIAL TO LOTS 1-3 AND A ZONING CLASSIFICATION OF R-2 SINGLE-FAMILY MEDIUM DENSITY TO LOT 4 OF THE DOUBLE T ESTATES MINOR SUBDIVISION OF LOT 1B OF CERTIFICATE OF SURVEY NO. 5077 LOCATED IN THE NE ¼ OF SECTION 21, TOWNSHIP 20 NORTH, RANGE 3 EAST, P.M.M. CASCADE COUNTY, MONTANA AND THE ADJOINING RIGHT-OF-WAY OF JASPER ROAD.

* * * * *

WHEREAS, the property owner, Turbo Auto Transport, LLP, has petitioned the City of Great Falls to annex the subject properties, consisting of ±40.77 acres, as legally described above; and,

WHEREAS, Turbo Auto Transport, LLP has petitioned the City of Great Falls to assign a zoning classification of C-3 Highway Commercial to Lots 1-3 and R-2 Single-family Medium Density to Lot 4 of the Double T Estates Minor Subdivision, upon annexation to the City; and,

WHEREAS, the Great Falls Zoning Commission conducted a public hearing on August 25, 2020, to consider said assignment of zoning of C-3 Highway Commercial and R-2 Single-family Medium Density districts and, at the conclusion of said hearing, passed a motion recommending the City Commission assign said zoning to the properties legally described as Lots 1-4 of the Double T Estates Minor Subdivision of Lot 1B of Certificate of Survey No. 5077 located in the NE ¼ of Section 21, T20N, R3E, 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 6th day of October, 2020, before final passage of said Ordinance herein; and,

WHEREAS, following said public hearing, it was found and decided that the assignment of C-3 and R-2 zoning on said properties meets the Basis of Decision requirements in the Official Code of the City of Great Falls (OCCGF), Section 17.16.40.030, 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 C-3 and R-2 zoning request meets the criteria and guidelines cited in Mont. Code Ann. §76-2-304, and Section 17.16.40.030 of the OCCGF.

Section 2. That the zoning classification of “C-3 Highway Commercial” be assigned to Lots 1-3 and the zoning classification of “R-2 Single-family Medium Density” be assigned to Lot 4 of the proposed Double T Estates Minor Subdivision located in the NE ¼ of Section 21, T20N, R3E, P.M.M., Cascade County, Montana, subject to the setbacks, and other development standards and by this reference made a part hereof, as well as all other applicable regulatory codes and ordinances.

Section 3. This ordinance shall be in full force and effect thirty (30) days after its passage and adoption by the City Commission.

ACCEPTED by the City Commission of the City of Great Falls, Montana on first reading September 15, 2020.

ADOPTED by the City Commission of the City of Great Falls, Montana on second reading October 6, 2020.

Bob Kelly, Mayor

ATTEST:

Lisa Kunz, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

Sara Sexe, City Attorney

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

I, Lisa Kunz, City Clerk of the City of Great Falls, Montana, do certify that I did post as required by law and as prescribed and directed by the City Commission, Ordinance 3224 on the Great Falls Civic Center posting board and the Great Falls City website.

Lisa Kunz, City Clerk

(CITY SEAL)

FINDINGS OF FACT – ZONING MAP AMENDMENT

Tract 1B of Certificate of Survey No. 5077, located in the NE ¼ of Section 21, T20N, R3E, PMM, Cascade County, Montana and the adjoining right-of-way of Jasper Road.

PRIMARY REVIEW CRITERIA:

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

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

The proposed zoning map amendment is consistent with the overall intent and purpose of the 2013 City Growth Policy Update. The proposal to annex and establish zoning on Lots 1-3 as C-3 Highway Commercial will allow for expansion of the C-3 district to capitalize underdeveloped land near the interstate to accommodate commercial activities related to interstate travel.

The proposed zoning map amendment for Lots 1-3 specifically supports the following goals and policies:

- Economic Goals and Principles
 - To enhance, strengthen and expand the City's existing economic base.
 - To attract new businesses and support the expansion of existing businesses in a manner that bolsters employment opportunities in the City.
- Physical Policy 4.2.5 – Promote orderly development and the rational extension of infrastructure and City services.

The proposal to annex and establish zoning on Lot 4 as R-2 Single-family Medium Density will expand the supply of single-family residential opportunities within the City. Although this application only includes a single 25.97 acre lot of R-2 zoning, the future goal of the applicant is to subdivide Lot 4 into smaller residential lots for development. It is important to note that as part of this zoning map amendment, Staff is planning ahead to anticipate the timing, phasing, and connectivity of the potential future subdivision to the existing Bel-View Palisade Addition to prevent or mitigate potential adverse effects. These issues are addressed within the Development Agreement. At such time as development and/or subdivision is proposed for future phases, the configuration and connectivity of utilities and roads will be carefully considered.

The proposed zoning map amendment for Lot 4 is supported by the following goals and policies:

- Social Policy 1.4.2 – Expand the supply of residential opportunities including single family homes, apartments, manufactured homes, and assisted living facilities.
- Social Policy 1.4.12 – When annexing land for residential development, consider the timing, phasing and connectivity of housing and infrastructure development.
- Physical Policy 4.1.3 – Create a balanced land use pattern that provides for a diversity of uses that will accommodate existing and future development in the City.

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

The subject property is located adjacent to Neighborhood Council #1. There is no adopted neighborhood plan for Neighborhood Council #1, or any other Council within the City. The project was presented at the September 8, 2020 meeting and was approved unanimously by the Council Members.

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

The subject property is not located 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. At this time, estimated traffic generation counts were provided for development of Lot 1. A traffic analysis may be required as part of future development or subdivision.

4. The code with the amendment is internally consistent.

The proposed zoning map amendment is consistent with City Code requirements. The proposed C-3 district zoning being requested for Lots 1-3 is consistent the developer's current ideas for future commercial uses on these lots. The proposed R-2 district for Lot 4 is consistent with the zoning for the Bel-View Palisade Addition as well as the developer's preliminary ideas for residential lot sizes.

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

There are no existing public health, safety, or welfare issues that have been identified for these properties. The future phases will require the construction of public infrastructure which will be reviewed by the City at the time the proposal is brought forward. As mentioned within the annexation findings of fact, the lots to be zoned are adjacent to parcels that are currently receiving law enforcement and fire protection service from the City of Great Falls. The establishment of C-3 zoning and accompanying development of Lot 1 will trigger two important off-site public improvements to connect the property to the west – construction of 29th Street Southwest and safety improvements to the existing intersection of 29th and 38th Avenue Southwest.

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

The City has the financial and staffing capability to administer and enforce the amendment if it is approved. The zoning map amendment will affect Lots 1-4, all owned by the applicant, and the property will be developed in a manner consistent with the zoning for each district and the terms identified within the Development Agreement.

Exhibit 20-1. Principal Uses by District

Use	R-2	C-3	Special Standards
Agriculture, horticulture, nursery	-	-	17.20.6.005
Mobile home/park	-	-	17.20.6.010
Residence, single-family detached	P	-	
Residence, zero lot line	-	-	17.20.6.020
Residence, two-family	C	-	
Residence, multi-family	-	-	17.20.6.040
Residence, townhouse	C	-	17.20.6.050
Residence, manufactured/factory-built	P	-	17.20.6.060
Retirement home	C	-	
Community residential facility, type I	P	-	
Community residential facility, type II	C	-	
Day care center	C	-	
Emergency shelter	-	C	
Family day care home	P	-	
Group day care home	P	-	
Nursing home	-	-	
Campground	-	P	17.20.6.070
Hotel/motel	-	P	
Micro-brewery	-	-	
Restaurant	-	P	

Tavern	-	P	17.20.6.080
Agriculture sales	-	-	
Auction sales	-	-	
Construction materials sales	-	P	
Convenience sales	-	P	
General sales	-	P	
Manufactured housing sales	-	-	
Off-site liquor sales	-	P	
Secondhand sales	-	-	
Shopping center	-	-	
Administrative services	-	P	
Commercial kennel	-	P	17.20.6.090
Financial services	-	-	
Funeral home	-	-	
General services	-	P	
Professional services	-	-	
Sexually-oriented business	-	-	17.20.6.100
Veterinary clinic, large animal	-	-	
Veterinary clinic, small animal	-	-	17.20.6.110
Large equipment rental	-	C	
Small equipment rental	-	-	
General repair	-	-	
Vehicle fuel sales	-	P	

Vehicle repair	-	P	17.20.6.120
Vehicle sales and rental	-	P	
Vehicle services	-	P	
Agricultural commodity storage facility	-	-	
Climate controlled indoor storage	-	P	
Fuel tank farm	-	-	
Mini-storage facility	-	C	17.20.6.130
Freight terminal	-	C	
Warehouse	-	C	
Casino, type I	-	-	17.20.6.140
Casino, type II	-	-	17.20.6.150
Indoor entertainment	-	-	
Indoor sports and recreation	-	-	
Golf course/driving range	C	-	
Miniature golf	-	C	
Outdoor entertainment	-	-	
Park	P	P	
Recreational trail	P	P	
Administrative governmental center	-	P	
Animal shelter	-	C	17.20.6.160
Cemetery	C	-	17.20.6.170
Civic use facility	C	-	
Community center	C	-	

Community cultural facility	C	-	
Community garden	P	C	17.20.6.175
Public safety facility	C	C	
Worship facility	C	-	17.20.6.180
Health care clinic	-	-	
Health care facility	-	-	
Health care sales and services	-	-	
Commercial education facility	-	-	
Educational facility (K–12)	C	-	17.20.6.200
Educational facility (higher education)	-	-	
Instructional facility	-	-	
Composting facility	-	-	17.20.6.210
Recycling center	-	-	17.20.6.220
Solid waste transfer station	-	-	17.20.6.230
Amateur radio station	P	-	17.20.6.240
Telecommunication facility	-	-	17.20.6.250
Concealed facility	C	P	
Unconcealed facility	-	C	
Co-located facility	-	P	
Utility installation	C	C	
Airport	-	-	
Bus transit terminal	-	P	
Heli-pad	-	C	17.20.6.260

Parking lot, principal use	-	P	
Parking structure	-	-	
Railroad yard	-	-	
Taxi cab dispatch terminal	-	P	
Contractor yard, type I	-	-	17.20.6.270
Contractor yard, type II	-	-	17.20.6.280
Artisan shop	-	P	
Industrial, heavy	-	-	
Industrial, light	-	-	
Industrial park	-	-	
Junkyard	-	-	17.20.6.290
Light manufacturing and assembly	-	P	17.20.6.300
Motor vehicle graveyard	-	-	17.20.6.310
Motor vehicle wrecking facility	-	-	17.20.6.320

- The use is not permitted in the district

C The use is allowed through the conditional use process

P The use is permitted in the district by right, consistent with the development standards contained in Article 6 of this chapter, as appropriate

(Ord. No. 3056, § 1, 8-17-2010; Ord. No. 3068, § 2, 4-5-2011; Ord. No. 3087, § 1(Exh. A), 6-19-2012, eff. 7-19-2012; Ord. 3166, 2017)

Exhibit 20-2. Accessory uses by district

Use	R-2	C-3	Special Standards
Accessory living space	P	P	17.20.7.010
Agriculture, livestock	-	-	17.20.7.080
ATM, exterior	-	P	17.20.7.020
Bed and breakfast	C	-	17.20.7.030
Fences	P	P	17.20.7.040
Gaming, accessory	-	P	17.20.7.050
Garage, private	P	P	17.20.7.060
Home occupation	P	P	17.20.7.070
Private stable/barn	-	-	17.20.7.080
Residence, accessory	-	P	17.20.7.085
Roadside farmer's market	-	-	17.20.7.090
Storage containers	-	P	17.20.7.100
Wind-powered electricity systems	P	P	17.20.7.110

- The use is not permitted in the district

C The use is allowed in the district through the conditional use process

P The use is permitted in the district by right, consistent with the development standards contained in Article 7 of this chapter, as appropriate

(Ord. No. 3034, § 1, 7-21-2009; Ord. No. 3056, § 1, 8-17-2010; Ord. No. 3087, § 1(Exh. A), 6-19-2012, eff. 7-19-2012)

Exhibit 20-3. Temporary uses by district (see 17.20.8.010 for Special Standards)

Use	R-2	C-3	Special Standards
Garage sales	P	P	17.20.8.015
Itinerant outdoor sales	-	P	17.20.8.020
On-site construction office	P	P	17.20.8.030
On-site real estate sales office	P	-	17.20.8.040
Outdoor entertainment, temporary	-	P	
Sidewalk café	-	-	17.20.8.050
Sidewalk food vendor	-	-	17.20.8.060

- The use is not permitted in the district

C The use is allowed in the district through the conditional use process

P The use is permitted in the district by right, consistent with the development standards contained in Article 8 of this chapter, as appropriate

**Exhibit 20-4. Development standards for residential zoning districts
(see footnotes [4], [5] & [7] for general standards)**

Standard	R-1	R-2	R-3	R-5	R-6	R-9	R-10
Residential density	-	-	-	1,875 sq. feet of lot area per dwelling unit	500 sq. feet of lot area per dwelling unit	1,200 sq. feet of lot area per dwelling unit	10 dwelling units per acre
Minimum lot size for newly created lots	15,000 sq. feet	11,000 sq. feet	7,500 sq. feet	7,500 sq. feet	7,500 sq. feet	7,500 sq. feet	n/a
Minimum lot width for newly created lots	90 feet	80 feet	60 feet	50 feet	50 feet	50 feet	n/a
Lot proportion for newly created lots (maximum depth to width)	3:1	3:1	2.5:1	2.5:1	2.5:1	2.5:1	n/a
Maximum building height of principal building	35 feet	35 feet	35 feet	45 feet	65 feet	35 feet, single-family 50 feet, multi-family	12 feet to exterior wall
Maximum building height of detached private garage [1]	24 feet, but may not be higher than the uppermost elevation of the principal building	24 feet, but may not be higher than the uppermost elevation of the principal building	24 feet, but may not be higher than the uppermost elevation of the principal building	24 feet, but may not be higher than the uppermost elevation of the principal building	24 feet, but may not be higher than the uppermost elevation of the principal building	24 feet, but may not be higher than the uppermost elevation of the principal building	16 feet

Maximum building height of other accessory buildings	12 feet	12 feet	12 feet	12 feet	12 feet	12 feet	12 feet
Minimum front yard setback [2]	30 feet	20 feet	20 feet	10 feet	15 feet	10 feet	n/a
Minimum side yard setback [3]	Principal building: 15 feet each side; accessory building: 2 feet each side provided the front of the building is at least 50 feet from the front lot line	Principal building: 8 feet each side; accessory building: 2 feet each side provided the front of the building is at least 40 feet from the front lot line	Principal building: 6 feet each side; accessory building: 2 feet provided the front of the building is at least 40 feet from the front lot line	4 feet; 8 feet if adjoining a R-1, R-2, R-3 district	5 feet; 10 feet if adjoining a R-1, R-2, R-3 district	Principal building: 6 feet each side; accessory building: 2 feet each side provided the front of the building is at least 40 feet from the front lot line	n/a
Minimum rear yard setback [7]	20 feet for lots less than 150 feet in depth; 25 feet for lots 150 feet in depth and over	15 feet for lots less than 150 feet in depth; 20 feet for lots 150 feet in depth and over	10 feet for lots less than 150 feet in depth; 15 feet for lots 150 feet in depth and over	10 feet for lots less than 150 feet in depth; 15 feet for lots 150 feet in depth and over	15 feet	10 feet for lots less than 150 feet in depth; 15 feet for lots 150 feet in depth and over	n/a
Maximum lot coverage of principal and accessory buildings	Corner lot: 40% Other types: 30%	Corner lot: 45% Other types: 35%	Corner lot: 55% Other types: 50%	Corner lot: 60% Other types: 50%	Corner lot: 70% Other types: 60%	Corner lot: 70% Other types: 60%	none

[1] Attached private garages are considered a part of the principal building for application of height and setback development standards.

[2] An unenclosed front porch on a single family residence may extend into the front yard setback up to nine (9) feet, provided the porch does not occupy more than sixty (60) percent of the length of the main part of the house.

(Ord. 2950, 2007)

[3] See Section 17.20.6.020 for side yard requirements for zero lot-line projects and Section 17.20.7.010 for accessory buildings with accessory living spaces.

[4] Smaller lots and reduced setbacks and frontages may be accomplished through a Planned Unit Development (PUD).

[5] An existing structure that does not meet the setback requirements stated above can be rebuilt on its original foundation or the original foundation location.

[6] For townhouses, see Section 17.20.6.050 for additional and superseding requirements.

(Ord. 2950, 2007)

[7] Permitted accessory structures and buildings shall have a minimum rear setback of 2 feet in all residential zoning districts.

(Ord. 2950, 2007)

Exhibit 20-4 (continued). Development standards for other zoning districts

	M-1	M-2	C-1	C-2	C-3	C-4	C-5	PLI	GFIA	I-1	I-2
Residential density	500 sq. feet of lot area per dwelling unit	500 sq. feet of lot area per dwelling unit	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Minimum lot size for newly created lots	7,500 sq. feet	7,500 sq. feet	7,500 sq. feet	7,500 sq. feet	7,500 sq. feet	7,500 sq. feet	7,500 sq. feet	7,500 sq. feet	7,500 sq. feet	7,500 sq. feet	7,500 sq. feet
Minimum lot width for newly	50 feet	50 feet	50 feet	50 feet	50 feet	50 feet	50 feet	50 feet	50 feet	50 feet	50 feet

created lots											
Lot proportion for newly created lots (maximum depth to width)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	3:1	3:1
Maximum building height of principal building	65 feet except as follows: 35 feet within 200 feet of an R-1, R-2, R-3 district; 45 feet when within 200 feet to 350 feet of an R-1, R-2, R-3 district; and 65 feet when more than 350 feet from an R-1, R-2, R-3 district	65 feet except as follows: 35 feet within 200 feet of an R-1, R-2, R-3 district; 45 feet when within 200 feet to 350 feet of an R-1, R-2, R-3 district; and 65 feet when more than 350 feet from an R-1, R-2, R-3 district	35 feet	65 feet	50 feet	100 feet by right; 101 feet to 160 feet as conditional use	55 feet	100 feet by right; 101 feet to 160 feet as conditional use, except as follows; in the proposed medical district master plan area, 160 feet by right	65 feet	45 feet	none
Maximum building height of accessory building	24 feet, but may not be higher than the uppermost elevation of the principal building	24 feet, but may not be higher than the uppermost elevation of the principal building	24 feet, but may not be higher than the uppermost elevation of the principal building	24 feet, but may not be higher than the uppermost elevation of the principal building	24 feet, but may not be higher than the uppermost elevation of the principal building	n/a	24 feet, but may not be higher than the uppermost elevation of the principal building	24 feet, but may not be higher than the uppermost elevation of the principal building	24 feet, but may not be higher than the uppermost elevation of the principal building	35 feet	none
Minimum front yard setback of principal and accessory	none	Existing Industrial: 20 feet	15 feet	none	25 feet	none	15 feet	25 feet	25 feet	20 feet	10 feet

buildings											
Minimum side yard setback of principal and accessory buildings	Commercial: none Residential: 5 feet each side	Commercial: none Residential: 5 feet each side Existing Industrial: 15 feet each side	10 feet each side	10 feet each side	15 feet each side	none	10 feet each side	10 feet each side	none	10 feet each side	10 feet each side, 15 feet when side yard abuts a non-industrial zoning district
Minimum rear yard setback of principal and accessory buildings	10 feet	10 feet	15 feet	1/10 of lot depth but not less than 1/10 of building height	1/10 of lot depth but not less than 1/10 of building height	none	1/10 of lot depth but not less than 1/10 of building height	1/10 of lot depth but not less than 1/10 of building height	none	5 feet	5 feet
Maximum lot coverage of principal and accessory buildings	Corner lot: 70% Other lots: 65%	Corner lot: 70% Other lots: 65%	Corner lot: 50% Other lots: 40%	Corner lot: 70% Other lots: 60%	Corner lot: 70% Other lots: 60%	100%	Corner lot: 70% Other lots: 60%	Corner lot: 70% Other lots: 60%	none	Corner lot: 85% Other lots: 70%	Corner lot: 85% Other lots: 70%

(Ord. No. 3087, § 1(Exh. A), 6-19-2012, eff. 7-19-2012)



August 19, 2020

The City of Great Falls

RE: Turbo Transportation Truck Wash Facility – Annexation Narrative

To Whom It May Concern,

The subject property described as a 4-Lot Minor Subdivision of Tract 1B of Certificate of Survey 5077 located in Section 21, Township 20 N, Range 3 E, P.M.M, Great Falls, Cascade County, Montana. All 4 lots are currently owned by Turbo Auto Transport LLP. Lot 1-3 are being zoned as C-3 Highway Commercial. Lot 1 (5.67 acres) will consist of a semi-truck wash that will service at max 34 semi-trucks a day. Lot 2 (5.89 acres) and Lot 3 (3.24 acres) will be zoned along with Lot 1 with possible future plans of a commercial expansion for Turbo Transportation. Lot 4 (25.97 acres) has possible future plans for a residential subdivision.

Phase 1 of this 4-Lot Minor Subdivision will start with the Lot 1 semi-truck wash. The goal of this Lot is to complement the existing and future proposed truck stops. The semi-truck wash will consist of a 2 bay wash system. 1 bay being an automatic washing system and the second bay being a hand wand washing system. An office/lounge area will be attached to the wash bays bringing the total square footage to roughly 9,200 sq-ft. Site improvements include asphalt paving, curb and gutter, stormwater detention pond, and a RV dump station. Phase 1 of construction will require the improvements to 29th St. SW from 38th Ave SW to the future corridor of Poplar Drive. Poplar Drive will be extended to the eastern edge of Lot 1 with a gravel turnaround for emergency vehicles. All traffic for this phase will enter and exit through the west using the improved 29th St. SW and 38th Ave SW.

Sincerely,

Woith Engineering, Inc.

Spencer Woith
President

**IMPROVEMENT AGREEMENT FOR TURBO AUTO TRANSPORT DEVELOPMENT,
LOCATED IN THE NE ¼ OF SECTION 21, TOWNSHIP 20 NORTH, RANGE 3 EAST, P.M.M.,
CASCADE COUNTY, MONTANA**

The following is a binding Agreement dated this _____ day of _____, 2020, between Turbo Auto Transport LLP, hereinafter referred to as "Owner", and the City of Great Falls, Montana, a municipal corporation of the State of Montana, hereinafter referred to as "City", regarding the requirements for the annexation of four tracts of land into the corporate limits of the City legally described as Lots 1-4 of Double T Estates located in the NE 1/4 of Section 21, Township 20 North, Range 3 East, P.M.M., Cascade County, Montana, hereinafter referred to as "Subject Properties". The 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 annexation 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 of the Subject Properties;

1.2 Insulates the Subject Properties from the impact of changes in the City's zoning regulations, provided that no substantial changes in the development of the subject properties are proposed;

1.3 Requires the Owner to guarantee that the agreed-upon improvements contained in this agreement are made in a timely manner by providing the financial securities required by the Official Code of the City of Great Falls (OCCGF);

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

1.5 Waives protest by the Owner and its successors against the creation of special improvement districts that would provide and maintain necessary infrastructure;

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

1.7 Contemplates reimbursements to the Owner when neighboring properties that benefit from certain improvements made by the Owner are developed;

1.8 Embodies certain conditions that are imposed by the City upon approval of the subdivision and annexation of the Subject Properties in order to facilitate their enforcement; and

1.9 Indemnifies the City from challenges to its approval of the subdivision and annexation of the Subject Properties and holds it harmless from errors and omissions in the approval and oversight of the improvements relating to development of the Subject Properties.

2. Duration. The term of this Agreement begins at the date here above written 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 are released.

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

2.2 Failure to Build. The Owner's failure to complete improvements in accordance with the final construction plans may result in the City retaining the security required in Section 13 of this Agreement. It may also void this Agreement and the vested rights established by Section 9, 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 10, below, voids the Agreement and the vested rights established by Section 10. 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 Plat. The Plat of Double T Estates, to be filed on record in the Clerk and Recorder's Office of Cascade County, Montana, upon approval by the City of Great Falls.

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. Construction documents shall be designed in compliance with the Standards for Design and Construction Manual.

3.3 As Built Drawings. "As Built" reproducible 4 mil mylar drawings and one electronic copy of public infrastructure, private utilities, and drainage facilities shall be supplied to the City of Great Falls; and one electronic copy of public infrastructure, private utilities, and drainage facilities shall be supplied to the City of Great Falls office 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 relating to the Subject Properties, 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 accordance with the final construction plans approved for the development of the Subject Properties is a breach of, and may void, this Agreement. The Owner also understands that such failure is a violation of the OCCGF and is 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) is hereby authorized to allow minor changes to approved plans, as provided below:

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

4.1.1 Before making changes, 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 annexation and subdivision of the Subject Properties or the OCCGF.

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

4.1.4 Minor changes in the location and specifications of the required public improvements may be permitted by the Administrator. 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. The absence of any fee from this Agreement which is lawfully charged by the City in connection with construction activity associated with the Subject Properties shall not constitute a waiver by the City.

5.1 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 of the City of Great Falls or its successors.

5.3 Permit Fees. The Owner or subsequent developer 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 paid at the times of tapping and connections.

5.5 Storm Drain Fee. The Owner is responsible to pay a storm drain fee in the amount of \$250 per acre for the subject properties. This would equal a total of **\$10,192.50** for the total 40.77 acres of the Subject Properties. The total storm drain fee is to be paid to the City no later than 30 days after City Commission action to annex the Subject Properties into the City.

5.6 Park Fee in Lieu of Land Dedication or Parkland Dedication. Park fee in lieu of land dedication will be calculated and applied at the time of subdivision of the Subject Properties into residential lots.

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 establishment of zoning, the \$500.00 application fee for annexation, and the \$1,250.00 application fee for a minor subdivision 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. On-Site Improvements. The on-site improvements required prior to certificate of occupancy of any structure built upon the Subject Properties shall include everything required to provide water, sanitary sewer, sanitary sewer industrial pretreatment (as applicable), fire protection, storm drainage, storm water quality treatment, and access, and other requirements as may be required by OCCGF. Access for purposes of emergency vehicles shall be installed to the City specifications prior to the issuance of any building permits for the Subject Properties. The Owner shall provide public utility easements for all required public utilities. The Owner agrees to install on-site stormwater quality and quantity improvements consistent with City standards and submitted plans approved by the City of Great Falls, where applicable. Stormwater quantity and quality control measures must comply with standards of the City of Great Falls Storm Drainage Design Manual. The design, installation, inspection, and maintenance responsibilities of these improvements shall be approved by the City of Great Falls. Additionally, for all commercial and industrial properties, an enforceable operation and maintenance agreement with the City and the Owner is required to ensure private stormwater control measures function properly.

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

9. Vested Rights. The approval of this Agreement by the City create a vested right that protects the Owner from changes in the zoning regulations 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 approved final construction plans of the development of the Subject Properties.

10. Required Public Improvements. The public improvements required for the development of the Subject Properties shall be installed as shown on the final construction plans that are submitted to and approved by the City of Great Falls prior to issuance of the Certificate of Occupancy. As an alternative, the Owner may provide a financial security for said improvements as prescribed in Section 13. Any reimbursements owed to the Owner for the installation of public improvements are outlined in Section 14. Any reimbursements to be paid by the Owner for previously installed public improvements are outlined in Section 15.

10.1 Water. The Owner hereby agrees to extend an 8 inch public water main through the proposed public right-of-way from the existing main on the proposed 29th Street Southwest to the east boundary of Lot 1 consistent with City standards and submitted plans approved by the City of Great Falls, including the addition of the required fire hydrant(s). 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 location of which shall be approved by the City. The improvement is to be owned and maintained by the City upon completion.

10.2 Sanitary Sewer. Installation of a public sanitary sewer main to service Lot 1 is not required due to the existing 8 inch line that runs across the property from east to west.

10.3 Roadways and Sidewalks. The Owner agrees to construct 29th Street Southwest from 38th Avenue Southwest to the proposed Poplar Drive, including its intersection with 38th Avenue Southwest and its intersection with Poplar Drive. Design and installation shall be consistent with City standards and submitted plans approved by the City of Great Falls. Construction of this street shall include curb and gutter. All street improvements are to be owned and maintained by the City upon completion. The Owner additionally agrees to install sidewalks along the west side of 29th Street Southwest between 38th Avenue Southwest and Poplar Drive, as well as a driveway approach across the ingress/egress easement signed as 37th Avenue Southwest. Adjoining property owners within the City of Great Falls are responsible for the maintenance of the sidewalk, boulevard landscaping and trees after construction.

The Owner agrees to construct the intersection of 29th Street Southwest and the proposed Poplar Drive. This intersection shall include a driveway approach to the property surveyed as COS 5077 to the west and a T intersection with curb and gutter. A sidewalk and ADA pedestrian crossings shall traverse from the west side of 29th Street Southwest northward, then eastward across the north side of the intersection to then connect with the proposed sidewalk on the north side of the proposed Poplar Drive. The owner additionally agrees to construct a vehicular gravel access drive from the north end of the intersection to the property line of the property surveyed as COS 3342.

The Owner agrees to construct the proposed Poplar Drive from 29th Street Southwest to the east property line of Lot 1 of the Double T Estates Subdivision consistent with City standards and submitted plans approved by the City of Great Falls. Construction of this street shall include curb and gutter and

a temporary cul-de-sac on Lot 2 at the terminus of the developed portion of Poplar Drive. The Owner additionally agrees to install sidewalks and boulevard trees on the north side of the developed portion of Poplar Drive. All street improvements are to be owned and maintained by the City upon completion. In compliance with OCCGF, the adjoining property owner is responsible for the maintenance of the sidewalk, boulevard landscaping and trees on the north side. The owner is responsible for the maintenance of the landscaping within the right-of-way on the south side of Poplar Drive until the adjacent property adjoining Poplar Drive to the south is annexed into the city.

11. Future Required Public Improvements Relating to Subdivision or Development of Lots 2-4. Public improvements required for future development of Lots 2-4 shall be installed by the Owner as required by the City of Great Falls. At this time, no analysis or calculations regarding such improvements have been made. The following guidance is provided as an expected minimum requirement for such facilities; however, the Owner and City agree that additional requirements may be necessary to accommodate proposed development upon Lots 2-4. Additionally, it is mutually understood that additional stormwater facilities may be required to address the stormwater leaving Lot 1, at such time as the anticipated future Jasper Road is constructed.

Design for future public improvements shall be submitted to and approved by the City of Great Falls prior to issuance of a building permit or subdivision for each respective lot. Future development plans, including plans for public improvements, shall be prepared in accordance with, and reviewed for compliance with, standards in place at the time of submittal.

11.1 Water. The Owner of lots 2-4 hereby agree to install a looped public water main returning back to the intersection of 29th Street Southwest and Poplar Drive consistent with City standards and submitted plans approved by the City of Great Falls, 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. 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 improvements are to be owned and maintained by the City upon completion and acceptance by the City of Great Falls.

11.2 Sewer. There is an existing 8 inch public sanitary sewer main line that runs across Lots 2-4 from west to east. However, installation of additional future public sanitary sewer mains through Lots 2-4 may be required with future development. All sewer service lines shall be stubbed to all lots shown on the final plat during construction of public improvements. The improvements shall be in accordance with City and Montana Department of Environmental Quality standards and approved plans and specifications. Any portion of sewer main service located outside of the public right-of-way shall be located in a minimum 20-foot wide public utility easement. The improvement is to be owned and maintained by the City upon completion and acceptance by the City of Great Falls.

11.3 Storm water. The Owner agrees to construct storm water infrastructure, both on-site and off-site, associated with future development consistent with City standards and submitted plans must be approved by the City of Great Falls at the time of submittal. The improvements shall be in accordance with City and Montana Department of Environmental Quality standards and approved plans and specifications. Any portion of storm water infrastructure located outside of the public right-of-way

that takes the form of linear underground piping 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.

All detention, retention or water quality treatment facilities required for residential areas of the development will be designed and constructed by the owner. Upon completion of those facilities acquisition or dedication of the land to the City of Great Falls is required, which shall be the responsibility of the Owner.

Future development may also require upgrades to existing storm water infrastructure to accommodate for increased capacity from the future phases of development. The Owner will be responsible for their proportionate share of those upgrades.

11.4 Roadways and Alleys. The Owner agrees to construct future streets, sidewalks and alleys and improve rights-of-way consistent with City standards and submitted plans approved by the City of Great Falls at the time of submittal. All necessary property for the construction and maintenance of city streets, sidewalks and alleys shall be dedicated to the public for said purpose, upon concurrence from and acceptance by the City. It is anticipated that all streets, rights-of-way and alleys will be public and owned by the City upon completion. Sidewalks and boulevard areas will be owned by the City and maintained by adjoining owners as required by the Official Code of the City of Great Falls.

As part of the Double T Estates annexation, the right-of-way of the existing Jasper Road abutting a portion of Lot 4 and as shown on the Bergmann Hillside Estates Plat will be annexed into the City, in compliance with MCA 7-2-4211. However, because this right-of-way is unimproved, the City will not maintain the right-of-way in its current condition or allow public use of the right-of-way. The City and Owner agree and understand that no assessment of Jasper Road has been undertaken, and any development, improvement and use of the right-of-way will not be considered until development and improvement of Lot 4 is undertaken. The City and Owner further agree that Jasper Road may not be used to access the Subject Properties in conjunction with the annexation and subdivision of the Subject Parcels.

At such time as development and/or subdivision is proposed for the Subject Properties, the configuration and connectivity of Jasper Road will be assessed for appropriateness of use as a public roadway. Any approved future improvements of Jasper Road to City standards shall be the responsibility of the Owner, upon review and approval of plans by the City.

Future dedication of a public right-of-way upon Lot 1 may be necessary to accommodate future road connectivity and access, and the Owner agrees to dedicate this right-of-way when deemed necessary by the City. The anticipated location of this future right-of-way is shown on the plat of Double T Estates.

Future proposed street configuration will need to be approved by appropriate divisions of the City of Great Falls. Future development or subdivision proposals may also require a traffic impact analysis or a traffic study as per OCCGF 17.32.00, and may require off-site improvements to mitigate traffic impact upon existing roadways.

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, sidewalks, curb ramps, water, sewer, storm drain, and other public improvement installed 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 annexation, 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 14. Following the final required inspection and City Approval of the public improvements, 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 all other improvements relating to the development of the Subject Properties are in compliance with all conditions of approval, this Agreement, and the OCCGF, the Administrator shall then instruct the City Clerk 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. Reimbursements owed to Owner. Except as set forth herein, the City will assist in obtaining 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. The Owner shall provide the City with documentation and proof of its actual out-of-pocket costs for the installation of the hereinabove mentioned public 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 future reimbursements 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.

A list of existing reimbursement obligations and anticipated future reimbursement obligations are listed below.

14.1 Annexed Parcels to the Southwest. Pursuant to the Annexation and Improvements Agreement for Flying J Travel Plaza Addition, dated April 4th, 2000, the owner of Lot 2 of Block 1 agreed to dedicate the easterly sixty (60) feet of the Addition as public right of way and to participate in the installation

of and pay for fifty (50) percent of the costs of standard City paving, curb, gutter and sidewalk in said easement when deemed necessary by the City.

14.2 Annexed Parcel to the West. The City of Great Falls agrees to pay for 50% of the cost to extend the water line to the City Property's north boundary at such time deemed necessary. The City additionally shall dedicate and pay for its proportional share of the roadway and sidewalk. The City will pay for ½ the cost of the roadway and sidewalk.

14.3. Un-Annexed Parcels to the South. Property owners abutting public improvements installed by the Owner under this agreement shall be required by the City of Great Falls to pay proportional reimbursements to the Owner upon annexation.

15. Reimbursements paid by the Owner. The Owner is responsible for paying the following reimbursements as specified below.

15.1 Sewer Main along the proposed Poplar Drive. The Owner shall reimburse the City, as required by the Agreement dated April 4th, 2000 between the City and Flying J, Inc., for one hundred percent (100%) of the cost (i.e. engineering, materials, labor inspection and testing), associated with the installation of sanitary sewer main from Bel-view Palisades Addition to the northeast corner of Flying J Travel Plaza Addition. Said cost shall be in the amount on-file with the City of Great Falls.

16. Development Agreement for Future Phases: The Owner hereby agrees to waive its right to protest and appeal the requirement of additional development agreements for each lot, or from future subdivided lots, as development or subdivision is proposed. Such agreements shall be recorded and coexist with this Agreement for the subject properties and will not be considered substantial changes and void this Agreement.

17. 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 Properties.

18. Park District. Owner acknowledges that the Subject Property is, by operation of law and pursuant to Resolution No. 10238, adopted by the City Commission on June 5, 2018, included within the boundaries of the Great Falls Park District Number 1. Owner acknowledges that property within the Great Falls Park District Number 1, including the Subject Property, is subject to annual assessments for the purposes of the Great Falls Park District Number 1 in amounts to be determined by the City Commission each year, in accordance with Resolution No. 10238, as it may be amended or supplemented.

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 for incorporation by annexation into the corporate limits of the City of Great Falls,

Montana, with an assigned City zoning classification of C-3 Highway Commercial for Lots 1-3, and R-2 Single-family Medium Density for Lot 4.

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

Gregory T. Doyon, City Manager

ATTEST:

(NOTARIAL SEAL)



Commission Meeting Date: October 6, 2020

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Public Hearing – Resolution 10369: A Resolution for the annexation of the property legally described as Tract 2 of Certificate of Survey No. S-0005156; Ordinance 3223: An Ordinance approving the assignment of M-2 Mixed-use transitional zoning to the property legally described as Tract 2 of Certificate of Survey No. S-0005156

From: Alaina Mattimiro, Planner I, Planning and Community Development

Initiated By: Little Shell Tribe of Chippewa Indians of Montana

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

Action Requested: City Commission adopt Resolution 10369 and Ordinance 3223.

Public Hearing:

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

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (adopt/deny) Resolution 10369 to annex the property legally described as Tract 2 of Certificate of Survey No. S-0005156 including the adjoining right of way, and the accompanying Findings of Fact/Basis of Decision, and (approve/deny) the Improvement Agreement; all subject to the Conditions of Approval being fulfilled by the applicant.”

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

And;

1. Commissioner moves:

“I move that the City Commission (adopt/deny) Ordinance 3223 to assign M-2 Mixed-use transitional zoning to the property legally described as Tract 2 of Certificate of Survey No. S-0005156 and the accompanying Findings of Fact/Basis of Decision, subject to the Conditions of Approval being fulfilled by the applicant.”

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

Staff Recommendation:

On August 25, 2020, the Planning Advisory Board/Zoning Commission held a public hearing and recommended that the City Commission approve the annexation and zoning requests of the Little Shell Tribe.

Staff recommends adoption of Resolution 10369 and Ordinance 3223 for the annexation of Tract 2 of Certificate of Survey S-0005156, and the establishment of M-2 Mixed-use Transitional zoning on the property.

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 Property. The Improvement Agreement must be signed by the applicant and recorded for the Subject Property.

Conditions of Approval for Establishment of Zoning:

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. **Land Use & Zoning.** Development of the property shall be consistent with the allowed uses and specific development standards for the M-2 Mixed use transitional district designation.
3. **Utilities and Road Improvements.** The final engineering drawings and specifications for public improvements for the subject property shall be submitted to the City Public Works Department for review and approval.

Background:

The applicant, Little Shell Tribe of Chippewa Indians of Montana, is proposing the annexation and establishment of M-2 Mixed-use transitional zoning on a parcel of land that is 2.10 acres. The subject property houses an event center located in Cascade County along Stuckey Road, north of the Montana Eggs property. The Little Shell Tribe is requesting annexation into city limits for the benefit of the use of City water and sewer services. Currently, the lot is served by a 1-inch City water service line, and any sanitary sewer produced from the existing event center enters a drain field on the property to the north. The Tribe would like to discontinue the use of the drain field, and extend both water and sewer mains to their northern property line. In order to accommodate the Tribe's desire to increase usage of the event center, proactive measures to meet greater water and sewer demands will need to be taken. Annexation into the City and the extension of public utility mains will meet this need.

Presently, the utility mains end at the City limit adjacent to the Montana Eggs property, and in order to receive these services at the Subject Property, both water and sewer would need to be extended approximately 600 feet within the right-of-way of Stuckey Road. Because Stuckey Road is slated to be reconstructed starting in August 2021, the extensions of the utilities must be completed before the road improvement begins.

Public Notice for the City Commission Public Hearing was published in the *Great Falls Tribune* on September 20, 2020. To date, staff has received no correspondence regarding the project.

Annexation by Petition Request:

The subject property is comprised of a 2.10 acre parcel along Stuckey Road, starting approximately a half mile north of the Northwest Bypass. The property is not contiguous to city limits, however, the Montana Eggs property that was annexed in 2010 also was not contiguous, but was able to be annexed based on the simultaneous annexation of Stuckey Road. Therefore, the subject property can be annexed in the same fashion.

The basis for decision for an annexation by petition request is listed in OCCGF § 17.16.7.050 of the Land Development Code. The decision of the 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 Request: Mixed-use Transitional

The current use of the property is an event center that is used for tribal meetings and events. Once annexed, the Tribe would continue the current use on the parcel. This land use is classified as a “Community center”. The purpose of the Mixed-use transitional zoning district is to promote a transition over time to a predominately mixed-use land use pattern. The adjoining zoning district of the Montana Eggs property along Stuckey Road is I-1 Light Industrial. Even though establishing the zoning district of M-2 Mixed use transitional could be considered a spot zone, Staff recommends this designation based on the current use of the property and the City’s past actions to create more flexible Mixed Use zoning areas along other roadway corridors in the City.

The basis for decision on zoning map amendments is listed in OCCGF § 17.16.40.030. The recommendation of the City Commission shall at a minimum consider the criteria which are attached as Findings of Fact/Basis of Decision – Mixed-use Transitional.

Improvements

Utilities

The applicant is responsible for the installation of all public utilities in order to serve the subject property. These public utilities include: 1) the extension of a public water main including the water service lines stubbed to the lot, and 2) extension of the public sanitary sewer main and installation of the sewer service lines stubbed to the lot. These improvements are to be installed consistent with City standards and submitted plans approved by the City of Great Falls Public Works Department. Details on the utilities to be installed are outlined in the attached Improvement Agreement.

Roads

The applicant is responsible for the remaining approximately thirty (30) feet of road improvement after the Montana Department of Transportation’s Stuckey Road improvement project. This improvement will be installed to extend the MDT project to the north property line of the annexed parcel, and the owner will be eligible for reimbursement from future annexations.

Fiscal Impact:

Services will be provided by the City, and the cost of infrastructure improvements will be borne by the applicant pursuant to the agreed upon terms of the attached Improvement Agreement. The annexation will provide one new lot. This will increase the City’s tax base and increase revenue.

Alternatives:

City Commission could choose to deny Resolution 10369 or Ordinance 3223. For such a decision, the Commission should examine the analysis and provide an alternate basis of decision.

Concurrences:

Representatives from the City's Public Works, Legal, and Fire Departments have been involved throughout the review and approval process for this project, and will continue throughout any permit approval processes. Both 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/Exhibits:

Resolution 10369

Exhibit A - Aerial Map

Findings of Fact/Basis of Decision – Annexation

Zoning Map

Ordinance 3223

Findings of Fact/Basis of Decision – Mixed-use Transitional
Improvement Agreement

RESOLUTION 10369

RESOLUTION BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, TO EXTEND THE BOUNDARIES OF THE CITY OF GREAT FALLS TO INCLUDE TRACT 2 OF CERTIFICATE OF SURVEY NUMBER S-0005156 AND THE ADJOINING RIGHT OF WAY OF STUCKEY ROAD FROM THE NORTH PROPERTY LINE OF TRACT 2 TO THE EXISTING CITY LIMIT LINE TO THE SOUTH LOCATED IN THE E1/2 OF GOVERNMENT LOT 4, SECTION 3, TOWNSHIP 20 NORTH, RANGE 3 EAST, P.M.M., CASCADE COUNTY, MONTANA, IN ACCORDANCE WITH THE PROVISION OF SECTION 7-2-4601, MONTANA CODE ANNOTATED.

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

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

Tract 2 of Certificate of Survey S-0005156 and the adjoining right of way of Stuckey Road from the North property line of Tract 2 to the existing City limit line to the South located in E1/2 of Government Lot 4, Section 3, Township 20 North, Range 3 East, P.M.M., Cascade County, Montana;

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

WHEREAS, Section 7-2-4601, Montana Code Annotated, provides that whenever the owners of real property contiguous to any incorporated city of the first class petition to have said property made a part of the municipal corporation, such lands may be embraced within the

corporate limits thereof and the boundaries of such city of the first class extended so as to include the same; and

WHEREAS, the Little Shell Tribe of Chippewa Indians of Montana, the owners of the hereinabove described properties have submitted a petition to have the subject properties annexed to the City of Great Falls; and

WHEREAS, The Great Falls Planning Advisory Board conducted a public hearing on August 25, 2020, to consider said annexation request and, at the conclusion of said hearing, passed a motion recommending the City Commission annex the property legally described as Tract 2 of Certificate of Survey S-0005156 and the adjoining right of way of Stuckey Road from the North property line of Tract 2 to the existing City limit line to the South located in the E1/2 of Government Lot 4, Section 3, Township 20 North, Range 3 East, P.M.M., Cascade County, Montana; 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 “Tract 2 of Certificate of Survey S-0005156 and the adjoining right of way of Stuckey Road from the North property line of Tract 2 to the existing City limit line to the South located in the E1/2 of Government Lot 4, Section 3, Township 20 North, Range 3 East, P.M.M., Cascade County, Montana” as shown on attached Attachment “A”.

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

That the Cascade County Clerk and Recorder is hereby authorized and directed to change the appropriate boundaries of the City of Great Falls, Montana, to include said tract of land; and

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

Passed and adopted by the City Commission of the City of Great Falls, Montana, on this 6th day of October, 2020.

Bob Kelly, Mayor

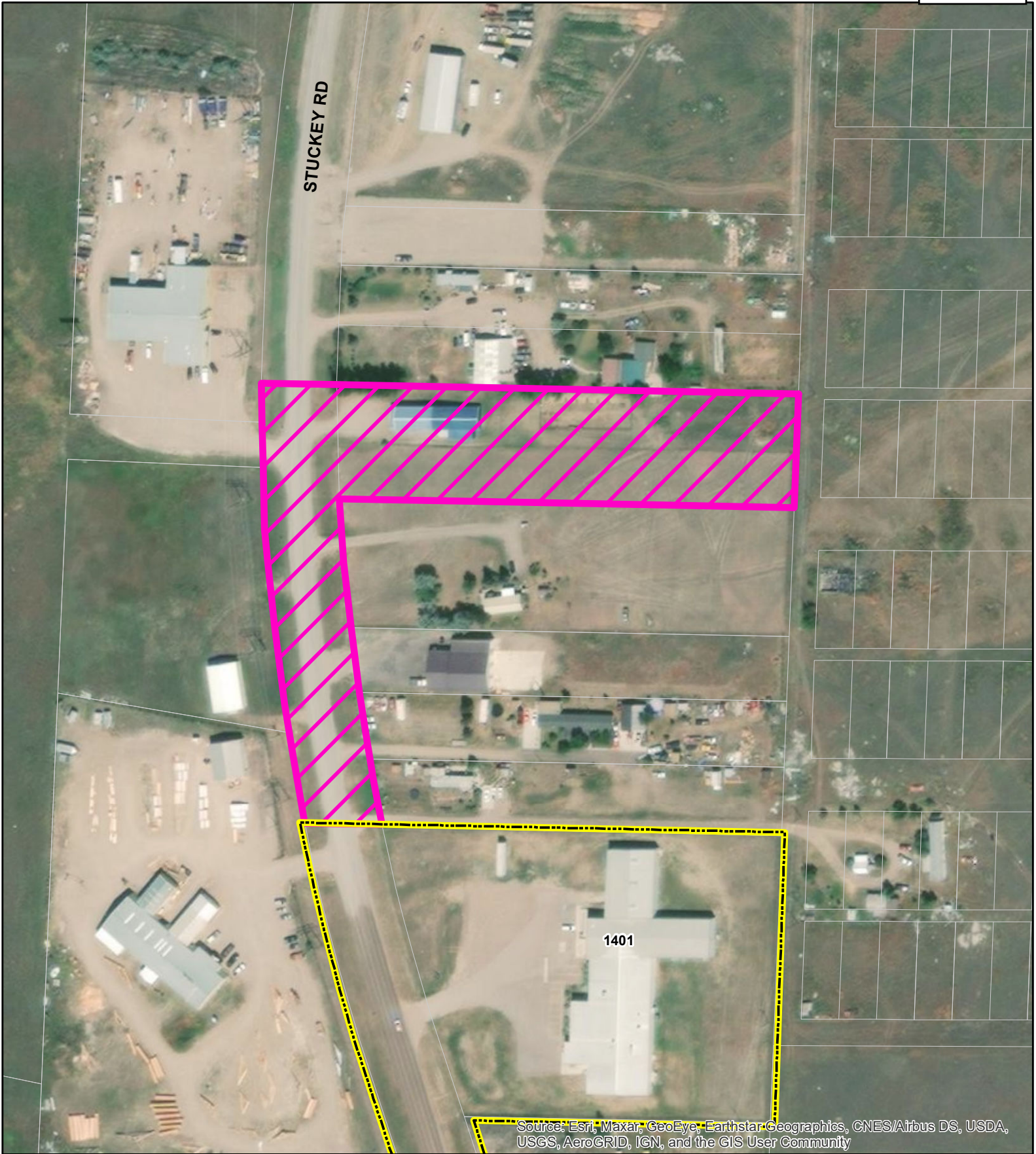
Attest:

Lisa Kunz, City Clerk


APPROVED FOR LEGAL CONTENT:


Sara R. Sexe, City Attorney


Exhibit A

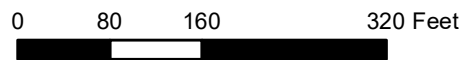


Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

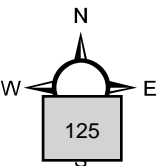
 City Limits

 Annexed per Resolution 10369

 Parcels



Date: 9/30/2020



FINDINGS OF FACT/BASIS OF DECISION – ANNEXATION

Tract 2 of Certificate of Survey No. S-0005156 located in Sec. 3, T20N, R3E, MARK 5A, PMM, Cascade County, MT and the adjoining right-of-way of Stuckey Road.

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 the City Commission shall at a minimum consider the following criteria:

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

The subject property is not contiguous to the existing City limits. However, with the annexation of Stuckey Road, the annexation would create the contiguity required to meet State and local requirements. A previous similar allowance was made in 2010 for the Montana Eggs property. Staff believes that the annexation of both the Subject Property and the adjoining right-of-way is acceptable.

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

The proposed annexation follows the intent and purpose of the 2013 Growth Policy Update. The annexation is consistent with the following physical growth policy goals:

- Phy4.1.3 Create a balanced land use pattern that provides for a diversity of uses that will accommodate existing and future development in the City
- Phy4.2.3 Support actions that bring properties into conformance with the City's Land Development Code requirements over time.
- Phy4.2.5 Promote orderly development and the rational extension of infrastructure and City services.

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

The City of Great Falls is separated into nine Neighborhood Councils. There are no adopted plans for any of the Councils within the City. If annexation is approved, the subject property will be located in Neighborhood Council #3. The applicant will be presenting to the Neighborhood Council after the Planning Advisory Board/Zoning Commission meeting, but before the City Commission public hearing.

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

The subject property does not lie within any adopted planning or sub-area planning areas, with the exception of the Long Range Transportation Plan. The LRTP identifies Stuckey Road as a committed MDT project.

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

The City will have the capacity to provide public services to the subject property. The reconstruction of Stuckey Road is being planned through the Montana Department of Transportation, and the utility mains will be extended per the Improvement Agreement and requirements of annexation. The Subject Property would receive City fire and police services.

Currently, the property receives fire protection from the Black Eagle fire district. While annexation of the property will create an extension of the City's corporate limit and switch fire protection responsibility to City Fire Station #2, the City's Fire Rescue Department already provides response to nearby properties which reduces the impact of the extension of services.

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

The subject property will receive City standard utility main extensions. While road improvements are normally required for annexation, because Stuckey Road is being reconstructed, the applicant will only be responsible for the improvement of the remaining 30 feet between the end point of the MDT project and the Subject Property's northern property line. There are currently no development requests, but should development occur, it will be required to follow all City regulations and code requirements.

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

The owner(s) of the subject property will bear all of the cost of improving the property to City standards. A draft Improvement Agreement is attached and outlines the waiving of the right to protest the creation of a special improvement district to pay, in whole or in part, any necessary improvement. Annexation is conditional upon the Improvement Agreement.

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

Certificate of Survey S-0005156 is on record 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.

The subject property will receive utility main extensions built to City standards. The construction and costs will be borne by the applicant, and inspected by City staff. The existing drain field will be abandoned per the Cascade County Health Department and City of Great Falls requirements.

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

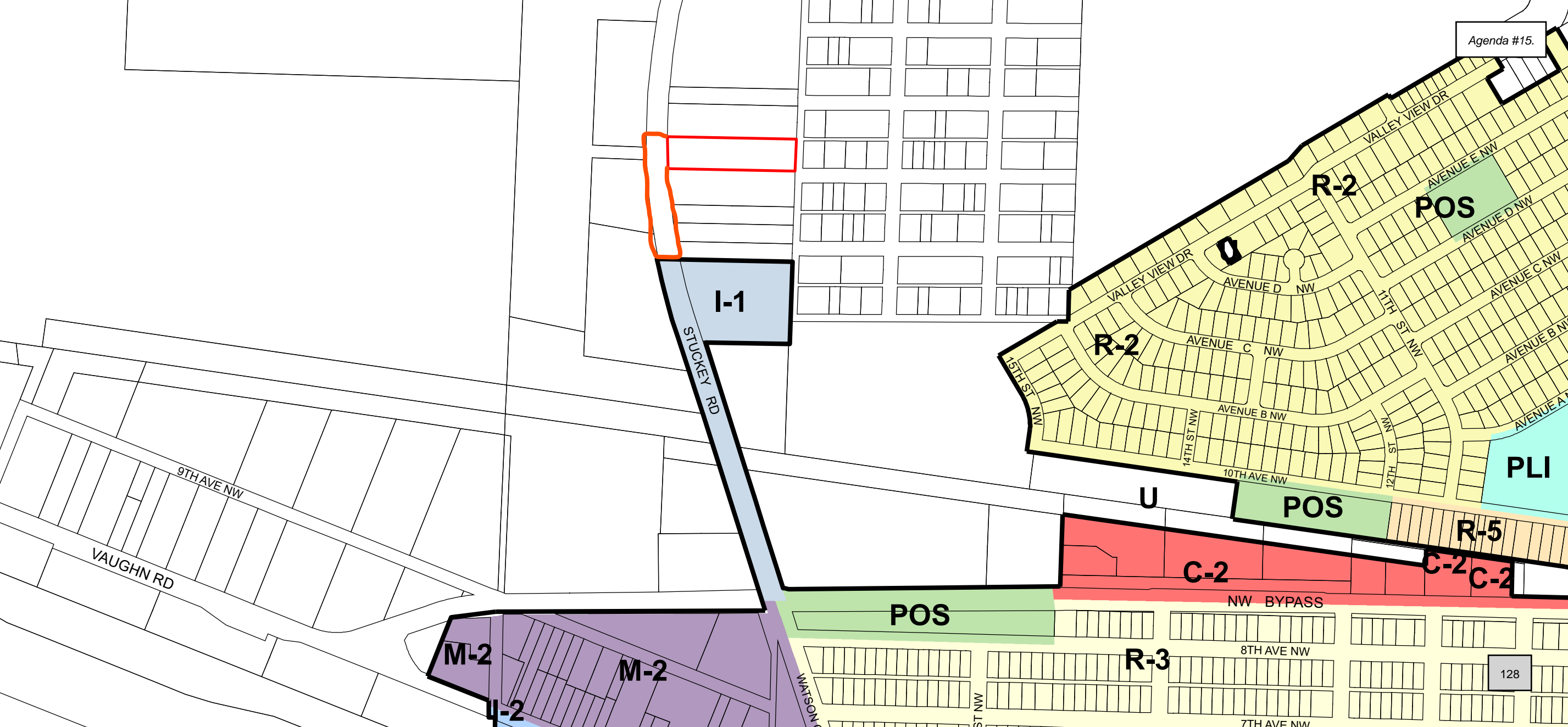
The subject property is not located in an area the City Commission has deemed unsuitable for annexation.

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

The subject property is not located within 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.

The subject property is currently used for a community center for the Little Shell Tribe, and if annexed, will continue the current use.



ORDINANCE 3223

AN ORDINANCE ASSIGNING A ZONING CLASSIFICATION OF M-2 MIXED USE TRANSITIONAL TO THE PROPERTY LEGALLY DESCRIBED AS: TRACT 2 OF CERTIFICATE OF SURVEY S-0005156 AND THE ADJOINING RIGHT OF WAY OF STUCKEY ROAD FROM THE NORTH PROPERTY LINE OF TRACT 2 TO THE EXISTING CITY LIMIT LINE TO THE SOUTH LOCATED IN THE E1/2 OF GOVERNMENT LOT 4, SECTION 3, TOWNSHIP 20 NORTH, RANGE 3 EAST, P.M.M., CASCADE COUNTY, MONTANA

* * * * *

WHEREAS, the Little Shell Tribe of Chippewa Indians of Montana, is the owner of record and has petitioned the City of Great Falls to annex the subject properties, consisting of ±2.10 acres, as legally described above; and

WHEREAS, Little Shell Tribe of Chippewa Indians of Montana has petitioned the City of Great Falls to assign a zoning classification of M-2 Mixed-use Transitional to the subject properties, upon annexation to the City; and

WHEREAS, the Great Falls Zoning Commission conducted a public hearing on August 25, 2020, to consider said zoning request and, at the conclusion of said hearing, passed a motion recommending the City Commission assign said zoning to the property legally described as Tract 2 of Certificate of Survey S-0005156 and the adjoining right of way of Stuckey Road from the North property line of Tract 2 to the existing City limit line to the South located in E1/2 of Government Lot 4, Section 3, Township 20 North, Range 3 East, P.M.M., Cascade County, Montana, to M-2 Mixed-use Transitional district; and

WHEREAS, notice of assigning said zoning classification to the subject property was published in the *Great Falls Tribune* advising that a public hearing before the Great Falls City Commission on this zoning designation would be held on the 6th day of October, 2020, before final passage of said Ordinance herein; and

WHEREAS, following said public hearing, it was found and decided that the assignment of M-2 zoning on said properties meets the Basis of Decision requirements in the Official Code of the City of Great Falls (OCCGF), Section 17.16.40.030, 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 M-2 zoning assignment meets the criteria and guidelines cited in Mont. Code Ann. § 76-2-304, and meets the requirements of OCCGF Section 17.16.40.030.

Section 2. That the zoning classification of “M-2 Mixed-use transitional” be assigned to the property legally described as: Tract 2 of Certificate of Survey S-0005156 and the adjoining right of way of Stuckey Road from the North property line of Tract 2 to the existing City limit line to the South located in the E1/2 of Government Lot 4, Section 3, Township 20 North, Range 3 East, P.M.M., Cascade County, Montana.

Section 3. This ordinance shall be in full force and effect thirty (30) days after its passage and adoption by the City Commission.

ACCEPTED by the City Commission of the City of Great Falls, Montana on first reading September 15, 2020.

ADOPTED by the City Commission of the City of Great Falls, Montana on second reading October 6, 2020.

Bob Kelly, Mayor

ATTEST:

Lisa Kunz, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

Sara Sexe, City Attorney

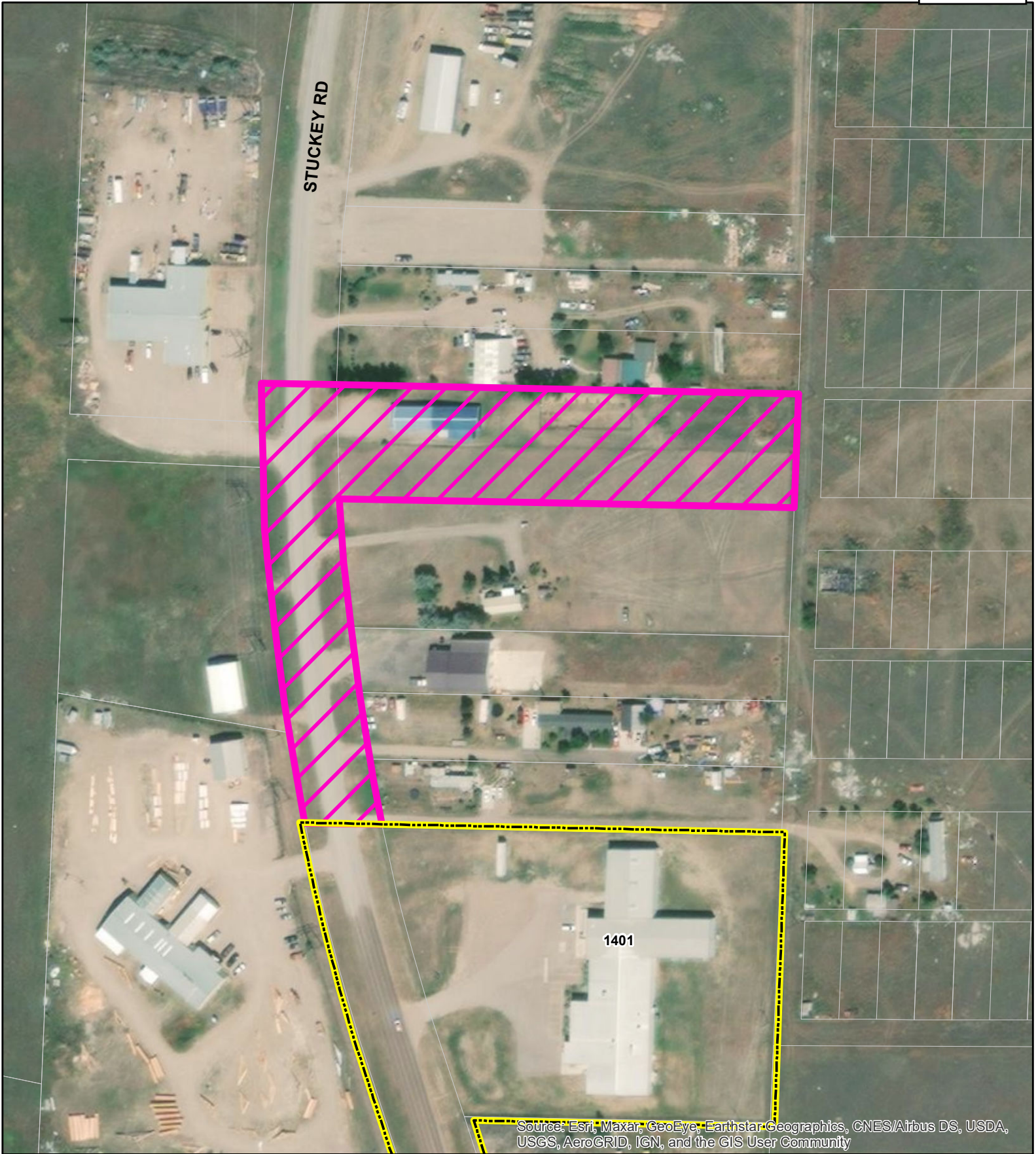
State of Montana)
County of Cascade : ss
City of Great Falls)

I, Lisa Kunz, City Clerk of the City of Great Falls, Montana, do certify that I did post as required by law and as prescribed and directed by the Commission, Ordinance 3223, on the Great Falls Civic Center posting board and the Great Falls City website.




Lisa Kunz, City Clerk

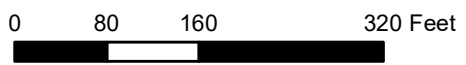
(CITY SEAL)

Exhibit A

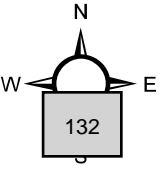


Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

-  City Limits
-  Zoned M-2 per Ordinance 3223
-  Parcels



Date: 9/30/2020



FINDINGS OF FACT/BASIS OF DECISION – MIXED-USE TRANSITIONAL

Tract 2 of Certificate of Survey No. S-0005156 located in Sec. 3, T20N, R3E, MARK 5A, PMM, Cascade County, MT and the adjoining right-of-way of Stuckey Road.

PRIMARY REVIEW CRITERIA:

The basis for decision on mixed-use transitional is listed in Official Code of the City of Great Falls 17.16.40.030 of the Land Development Code. The recommendation of the Zoning Commission and the decision of City Commission shall at a minimum consider the following criteria:

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

The proposed zoning map amendment follows the intent and purpose of the 2013 Growth Policy Update. The amendment is consistent with the following physical growth policy goals:

Phy4.1.3 Create a balanced land use pattern that provides for a diversity of uses that will accommodate existing and future development in the City.

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

The proposed Mixed-use transitional zoning not only allows for the current use on the land, it also will allow for a variety of uses to be permitted on this property and future annexed properties. Mixed-use transitional zoning also would create a buffer zone between the residential parcels to the east and the industrial zones to the south. Staff recommends the establishment of M-2 zoning rather than industrial or commercial based on the current use and looking toward future development possibilities. The zoning map amendment would meet goals of the Growth Policy and enable the policies to further be implemented.

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

The City of Great Falls is separated into nine Neighborhood Councils. There are no adopted plans for any of the Councils within the City. If annexation is approved, the subject property will be located in Neighborhood Council #3. The applicant will be presenting to the Neighborhood Council after the Planning Advisory Board/Zoning Commission meeting, but before the City Commission public hearing.

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

The subject property does not lie within any adopted planning or sub-area planning areas, with the exception of the Long Range Transportation Plan. The LRTP identifies Stuckey Road as a committed MDT project.

4. The code with the amendment is internally consistent.

The proposed zoning map amendment is not in conflict with any portion of the existing City code provisions. Establishment of M-2 zoning matches the current use of the property and creates future flexibility for additional redevelopment activity to occur.

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

There are no existing, identified health, safety, and welfare issues on the subject property. The existing septic drain field on the property would typically be considered a future public health issue, but that is being eliminated through the extension of sewer, annexation, and establishment of M-2 zoning.

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

The City has the financial and staffing capability to administer and enforce the proposed zoning map amendment, if approved. All public infrastructure costs associated with annexation and establishment of zoning will be borne by the developer. Because the property is already developed, City staff efforts will largely be limited towards review and inspection of public infrastructure plans.

**IMPROVEMENT AGREEMENT FOR LITTLE SHELL ANNEXATION
(TRACT 2 OF CERTIFICATE OF SURVEY NO. S-0005156) AND THE ADJOINING RIGHT OF WAY OF
STUCKEY ROAD FROM THE NORTH PROPERTY LINE OF TRACT 2 TO THE EXISTING CITY LIMIT LINE TO
THE SOUTH
LOCATED IN THE E1/2 OF GOVERNMENT LOT 4 OF SECTION 3, TOWNSHIP 20 NORTH, RANGE 3 EAST,
P.M.M, CASCADE COUNTY, MONTANA**

The following is a binding Agreement dated this ____ day of _____, 2020, between the Little Shell Tribe, hereinafter referred to as "Owner", and the City of Great Falls, Montana, a municipal corporation of the State of Montana, hereinafter referred to as "City", regarding the requirements for the annexation of one tract of land and the adjacent portion of Stuckey Road into the corporate limits of the City legally described as Tract 2 of Certificate of Survey No. S-0005156 the adjoining right of way of Stuckey Road from the North property line of Tract 2 to the existing City limit line to the South Located in the E1/2 of Government Lot 4 of Section 3, Township 20 North, Range 3 East, P.M.M., Cascade County, Montana, hereinafter referred to as "Subject Property". 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 Property. 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 annexation 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 Future Development;
- 1.2** Insulates the Future Development from the impact of changes in the City's subdivision and zoning regulations, provided that no substantial changes in the Development are proposed;
- 1.3** Requires 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);
- 1.4** Provides for the inspection and warranty of the required on-site improvements before they are accepted for operation and maintenance by the City;
- 1.5** Waives protest and appeal by the Owner and its successors against the creation of special improvement districts that would provide and maintain necessary infrastructure;
- 1.6** Establishes how necessary changes of final construction plans required by the Agreement may be made with the approval of the City;
- 1.7** Contemplates reimbursements to the Owner when neighboring properties that benefit from improvements made by the Owner are developed;
- 1.8** Embodies certain conditions that were imposed upon approval of the development in order to facilitate their enforcement; and

1.9 Indemnifies the City from challenges to its approval of the Future 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 11 of this Agreement on the required improvements installed by the Owner, expires and the funds securing that warranty are released.

2.1 Failure to Build. The Owner's failure to complete on-site improvements in accordance with the final construction plans may void this Agreement and the vested rights established by Section 9, below.

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

3.1 Certificate of Survey. The certificate of survey of Tract 2 of Certificate of Survey No. S-0005156, filed on 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 Property, consisting of documents for, but not limited to the public sanitary sewer, and water.

3.3 As Built Drawings. "As Built" reproducible 4 mil mylar drawings and one electronic copy of public infrastructure and private utilities shall be supplied to the City of Great Falls.

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 the owner, 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 accordance with the final construction plans approved for the Future 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) is hereby authorized to allow minor changes to approved plans as provided below:

4.1 Minor Changes. Minor changes to engineering documents and such revisions to the engineering drawings as are deemed appropriate and necessary by the Administrator and which do not materially affect the hereinabove mentioned Subject Property, 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 Properties of 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 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 the 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 **\$525** for the total 2.10 acres of the Subject Property. The total storm drain fee is to be paid to the City no later than 30 days after City Commission action to annex the Subject Property into the City.

5.6 Application Fees. In addition to the fees outlined above, application fees paid by the Owner are: the \$2,000.00 application fee for establishment of zoning 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 with the Future 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. On-Site Improvements. The on-site improvements shall include everything required to provide water, sanitary sewer, sanitary sewer industrial pretreatment (as applicable), fire protection, storm drainage, storm water quality treatment, and access. Access for purposes of emergency vehicles shall be installed to the specifications of the City of Great Falls. The Owner shall provide public utility easements for all required public utilities. The Owner agrees to install stormwater quality and quantity improvements consistent with City standards and submitted plans approved by the City of Great Falls. Stormwater quantity control measures must comply with standards of the City of Great Falls Storm Drainage Design Manual. The design, installation, inspection, and maintenance responsibilities of these improvements shall be approved by the City of Great Falls.

8. 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.

9. Vested Rights. The approval of this Agreement by the City creates a vested right that protects the Owner from changes in the zoning and subdivision requirements of Title 17 of the OCCGF until the 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 approved final construction plans of the Future Development.

10. Required Public Improvements. The public improvements required shall be installed as shown on the final construction plans that are submitted to and approved by the City of Great Falls. As an alternative, the Owner may provide a financial security for said improvements as prescribed in Section 12. Any reimbursements owed to the Owner for the installation of public improvements are outlined in Section 13.

10.1 Water. The Owner hereby agrees to extend approximately 600 linear feet of public water main through Stuckey Road consistent with City standards and submitted plans approved by the City of Great Falls, including the addition of fire hydrants (if applicable). 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.

10.2 Sanitary Sewer. The Owner hereby agrees to extend approximately 600 linear feet of public sanitary sewer main in Stuckey Road consistent with City standards and submitted plans approved by the City of Great Falls. 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.

10.3 Roadways. The Owner hereby agrees to construct Stuckey Road consistent with the standards of the scheduled Montana Department of Transportation reconstruction project Stuckey Road – Great Falls CMGF 5299(133), from the project limits to the northern property line of the Subject Property.

10.4 Timing of Improvements. The Owner hereby agrees to complete all public utility improvements before July 1, 2021, prior to the reconstruction of Stuckey Road. If the applicant fails to install public improvements within this time frame, a financial security will be required. The Owner hereby agrees to complete all road improvements within one year from the completion of the MDT reconstruction project of Stuckey Road

11. 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 outlined in Section 12 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 12 of this Agreement for the release of securities.

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

12. Security for Public Improvements. If required for public improvements, the Owner shall 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 outlined in this section shall be returned or released upon acceptance of the required improvements, except as provided in Section 13. 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 all conditions of approval, this Agreement, and the OCCGF, the Administrator shall then instruct the City Clerk to release the security to the Owner, minus the retained portion to be held in warranty as required by Section 11 of this Agreement.

13. 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 against future benefitted owners. The Owner shall provide the City with documentation of its actual out-of-pocket costs for 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 reimbursements 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.

13.1 Un-Annexed Parcels. At the time of future annexation of the parcels south and west of the Subject Property, the owners of said parcels are responsible to pay reimbursements to the Owner of the Subject Property for its proportionate share of the cost of the sewer and water mains extensions. The legal descriptions for these seven parcels are as follows:

- S03, T20 N, R03 E, C.O.S. 5156, TRACT 1 OF COS #5156
- S03, T20 N, R03 E, IN LT 4 MK 12
- S03, T20 N, R03 E, LT 4 MK 13
- S03, T20 N, R03 E, IN LT 4 MK 9D
- S03, T20 N, R03 E, 1704, PARCEL N/A, IN LT 4 MK 9V
- S03, T20 N, R03 E, 2596, 3946, PARCEL 000, REMAINDER TR, COS 3946, IN W2NW4 MK 9
- S03, T20 N, R03 E, IN LT 4 SWNW MK 9S

13.2 Road Improvements The owner of S03, T20 N, R03 E, 1704, PARCEL N/A, IN LT 4 MK 9V shall reimburse the Owner for 50% of the costs to construct public improvements for the west half of a portion of Stuckey Road. This includes the cost of the street built to the specifications of the MDT project. The amount to be reimbursed shall be determined by using the Owner's actual costs and quantities 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.

14. 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.

15. Park District. Owner acknowledges that the Subject Properties are, by operation of law and pursuant to Resolution No. 10238, adopted by the City Commission on June 5, 2018, included within the boundaries of the Great Falls Park District Number 1. Owner acknowledges that property within the

Great Falls Park District Number 1, including the Subject Properties, is subject to annual assessments for the purposes of the Great Falls Park District Number 1 in amounts to be determined by the City Commission each year, in accordance with Resolution No. 10238, as it may be amended or supplemented.

16. 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 Property, and further agrees to pay for its proportionate share of the costs associated with roadway lighting which services the Subject Property that may be installed with or without a special lighting district.

17. City Acceptance and Zoning. In consideration of the terms of this Agreement, the City hereby accepts the Subject property for incorporation by annexation into the corporate limits of the City of Great Falls, Montana, with an assigned zoning classification of M-2 Mixed-use Transitional.

18. Limitation of Liability. The City will conduct a limited review of plans and perform inspections for compliance with requirements set forth in this agreement and/or in applicable law. The scope of such review and inspections will vary based upon development type, location and site characteristics. 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 Subject Property described herein. Upon the transfer of ownership of the property, the prior owner’s (whether it is the Owner that signed this agreement or a subsequent owner) indemnity obligation herein for the transferred property is released as to that owner and the indemnity obligation runs to the new owner of the property. Only the owner of the parcel of property at the time the City incurs the claim, debt, liability, fine, penalty, obligation or cost is obligated to indemnify, and no owner of property is obligated to indemnify for adverse conditions on property owned by someone else. This indemnification by the owner of the property shall apply unless such damage or injury results from the gross negligence or willful misconduct of the City.

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

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

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

Gregory T. Doyon, City Manager

ATTEST:

Lisa Kunz, City Clerk

(Seal of City)

APPROVED FOR LEGAL CONTENT*:

Sara R. Sexe, City Attorney

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

Little Shell Tribe

By: _____

Its: _____

By: _____

Its: _____

State of _____)

:ss.

County of _____)

On this _____ day of _____, in the year Two Thousand and Twenty, before me, the undersigned, a Notary Public for the State of _____, personally appeared _____, known to me to the persons whose names are subscribed to the instrument within and acknowledged to me that they executed the same.

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

Notary Public for the State of _____

(NOTARIAL SEAL)



Commission Meeting Date: October 6, 2020

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Public Hearing - Ordinance 3222: An Ordinance approving the amended and restated urban renewal plan for the Downtown Urban Renewal District and to approve the Civic Center project as an urban renewal project (OF 1636)

From: Alaina Mattimiro, Planner I, Planning and Community Development

Initiated By: Planning and Community Development

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

Action Requested: City Commission approve Ordinance 3222

Public Hearing:

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

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (adopt/deny) Ordinance 3222 approving the amended and restated urban renewal plan for the Downtown Urban Renewal District and to approve the Civic Center project as an urban renewal project.”

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

Staff Recommendation:

Staff recommends that City Commission adopt Ordinance 3222, an ordinance to approve the amended and restated urban renewal plan for the Downtown Urban Renewal District and to approve the Civic Center project as an urban renewal project.

On August 11, 2020, the Planning Advisory Board conducted a meeting and recommended to the City Commission that the proposed amendment to the Great Falls Downtown Urban Renewal Plan is in conformance with the 2013 Growth Policy.

Background:

In 2012, the City Commission adopted the Downtown Urban Renewal Plan (DURP). The creation of the DURP was the result of the development and adoption of the Downtown Master Plan. The Downtown

Master Plan (DMP) provides a blueprint for the revitalization and redevelopment of Downtown, and recommended the creation of an Urban Renewal District that utilizes Tax Increment Financing to help fund public improvements called out within the DMP and the City’s Growth Policy.

City staff and the City Commission have identified public safety concerns with the exterior condition of the Civic Center façade. Currently, the Downtown Urban Renewal Plan does not provide strategies that address the needs for the rehabilitation and preservation of the Civic Center, specifically the need for façade renovation and roof replacement. The proposed amendment identifies needed renovation projects for the Civic Center property, which in turn, will create the opportunity for the building and property to be considered for the use of Tax Increment Financing funds through the Downtown TIF District. The TIF funds would provide the financial capability to complete preservation and rehabilitation projects for the Civic Center.

Summary of Proposed Amendment:

Not only did the Downtown Master Plan identify the need for an Urban Renewal District Plan, it also identified the desire for preserving, restoring, and reusing Downtown’s historic buildings and sites as an objective to meet the goal of enhancing Downtown aesthetics. The Civic Center has been recognized as a primary contributing building within the Great Falls Railroad Historic District by the National Register of Historic Places. The building is also individually listed as a National Register site.

The historic Civic Center façade has been deteriorating due to moisture and oxygen infiltration. The issues have not only affected the aesthetic appeal of the historic building, but have also created potential safety issues. In fact, the east and west sides of the building have recently been fenced off to protect the public from the possibility of falling building panels. The rehabilitation project that will be proposed for Downtown TIF financing will require replacing, in-kind, the stone panels on the east elevation, replacing the concrete steps at the front along Central Avenue, as well as replacing the roofing.

To enable a pathway to finance the restoration project, the following amendments to the DURP are being proposed:

1. *Addition of Implementation Strategies targeted for the Civic Center.* The following Implementation strategies section is proposed to be added to Page 12 of the Renewal Plan.

7. Actively pursue the preservation and rehabilitation of the Civic Center.			
a. Fund and complete the Civic Center façade renovation project.	CofGF	Immediate	Capital Improvement
b. Identify and complete rehabilitation projects within the Civic Center property including, but not limited to, landscape and asphalt restoration.	CofGF	On-going	Capital Improvement
c. Determine and complete preservation projects within the Mansfield Center for the Performing Arts including, but not limited to, seat and architectural feature renovations.	CofGF	On-going	Capital Improvement
d. Identify and complete rehabilitation projects within the Convention Center including, but not limited to, upgrading lighting and architectural feature renovations.	CofGF	On-going	Capital Improvement

2. *Minor revisions to make the Plan more current and correct errors.* Throughout the current plan, there are references to out of date documents and goals. With the proposed amendment, the following revisions were made to make the Plan more current.

- Reference the 2013 Growth Policy update to replace the reference to the 2005 Plan (pg. 1 and 14)
- Insert correct Resolution number adopting the original Plan (pg. 5)
- Update information regarding the Downtown circulation study – completed in 2013 after the Urban Renewal Plan (pg. 5)
- Update the title of the document to read “Amended and Restated Downtown Urban Renewal Plan”

Fiscal Impact:

While there is no direct fiscal impact with the adoption of the Amended and Restated Downtown Urban Renewal Plan, the amendment will provide a critical opportunity to utilize Downtown Tax Increment Financing bonding capability for the Civic Center restoration project.

Alternatives:

The City Commission could choose to deny Ordinance 3222. Such a decision would require the city to forgo critically needed repair/renovation plans or to propose alternative debt financing options to the voters in the form of a tax increase.

Concurrences:

The Planning and Community Development Department has coordinated with the City Manager’s Office, as well as the City’s outside legal counsel from Dorsey & Whitney LLP throughout the process. Staff presented the amendment proposal to the Downtown Development Partnership on August 26, 2020.

Attachments/Exhibits:

Ordinance 3222

2020 Amended and Restated Downtown Urban Renewal Plan (Strikethrough)

2020 Amended and Restated Downtown Urban Renewal Plan (Clean Copy)

Downtown Urban Renewal/TIF District Map

CERTIFICATE AS TO ORDINANCE AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Great Falls, Montana (the "City"), hereby certify that the attached ordinance is a true copy of an ordinance entitled: "ORDINANCE APPROVING THE AMENDED AND RESTATED URBAN RENEWAL PLAN FOR THE DOWNTOWN URBAN RENEWAL DISTRICT AND APPROVING THE CIVIC CENTER PROJECT AS AN URBAN RENEWAL PROJECT" (the "Ordinance"), on file in the original records of the City in my legal custody; that the Ordinance was duly presented for first reading by the City Commission of the City at a regular meeting on September 1, 2020, and that the meeting was duly held by the City Commission and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Ordinance has not as of the date hereof been amended or repealed.

WITNESS my hand and seal officially this 1st day of September, 2020.

(SEAL)

Lisa Kunz, City Clerk

I further certify that the Ordinance was duly adopted on second reading by the City Commission of the City at a regular meeting on October 6, 2020, and that the meeting was duly held by the City Commission and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Ordinance has not as of the date hereof been amended or repealed.

I further certify that, upon vote being taken on the Ordinance at said meeting, the following Commissioner members voted in favor thereof: _____; voted against the same: _____; abstained from voting thereon: _____; or were absent: _____.

WITNESS my hand and seal officially this 6th day of October, 2020.

(SEAL)

Lisa Kunz, City Clerk

ORDINANCE 3222

ORDINANCE APPROVING THE AMENDED AND RESTATED URBAN RENEWAL PLAN FOR THE DOWNTOWN URBAN RENEWAL DISTRICT AND APPROVING THE CIVIC CENTER PROJECT AS AN URBAN RENEWAL PROJECT

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

Section 1. Recitals.

1.01. Pursuant to Montana Code Annotated, Title 7, Chapter 15, Parts 42 and 43, as amended (the “Act”), and Ordinance 3088, adopted by the Commission on May 15, 2012 (the “Ordinance”), the City has created the Downtown Urban Renewal District (the “District”) as an urban renewal area and approved the Downtown Urban Renewal Plan (the “Plan”) as an urban renewal plan for the District. The Plan provides for the segregation and collection of tax increment revenues with respect to the District in accordance with the provisions of the Act.

1.02. The Act provides that a municipality may amend an urban renewal plan by ordinance pursuant to the procedures set forth in Sections 7-15-4212 through 7-15-4219 of the Act. On September 1, 2020, the Commission declared its intention to amend and restate the Plan in the form attached hereto (the “Amended Plan”). The Amended Plan designates certain rehabilitation projects with respect to the City’s Civic Center, including the Convention Center and the Mansfield Center for the Performing Arts as urban renewal projects for the District, including renovation of the exterior façade; rehabilitation and restoration of landscaping and exterior asphalt; preservation and renovation of the Mansfield Center for the Performing Arts, including seating and architectural features; and rehabilitation and renovation of the Civic Center, including architectural features and upgraded lighting (collectively, the “Civic Center Project”). The Amended Plan also includes updated references to the City’s 2013 Growth Policy and the City’s 2013 Downtown Access, Circulation and Streetscape Plan as guidance for the urban renewal and revitalization efforts within the District.

Section 2. Findings. The Commission hereby finds as follows:

- (a) no persons will be displaced from their housing by the Civic Center Project;
- (b) the Amended Plan, including the Civic Center Project, conforms to the City’s Growth Policy adopted in accordance with Title 76, Chapter 1;
- (c) the Amended Plan, including the Civic Center Project, will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the rehabilitation or redevelopment of the District by private enterprise; and
- (d) a sound and adequate financial program exists for the financing of the costs of the Civic Center Project using tax increment revenue of the District.

Section 3. Modification of Plan. This Commission hereby approves, ratifies and confirms the Amended Plan, including the designation of the Civic Center Project as an urban renewal project for the District as set forth therein. All actions of this Commission heretofore taken with respect to the Civic Center Project, to the extent not inconsistent herewith, are hereby ratified and confirmed.

Section 4. Modification of Civic Center Project. The Civic Center Project may be modified by the Commission if it determines by Resolution that an adjustment to the Civic Center Project is required and in the best interest of the City.

Section 5. Effect. This Ordinance shall take effect from and after 30 days of its passage by the Commission.

Passed and adopted by the City Commission of the City of Great Falls, Montana, on this 6th day of October, 2020.

Bob Kelly, Mayor

Attest:

Lisa Kunz, City Clerk

APPROVED FOR LEGAL CONTENT:

Sara R. Sexe, City Attorney

CITY OF GREAT FALLS

Amended and Restated Downtown Urban Renewal Plan



~~May 2012~~ October 2020

Introduction:

The City of Great Falls has embarked on an ambitious program to revitalize downtown Great Falls. In October 2011 the Great Falls City Commission unanimously adopted the Downtown Master Plan (DMP). ~~as an attachment to the 2005 City of Great Falls Growth Policy.~~ Referenced throughout the 2013 Growth Policy Update, the DMP ~~now~~ serves as the guiding policy document for downtown. The DMP provides a strategically focused, goal driven “blueprint” for the future growth and development of downtown. The DMP creates a vision and outlines strategies, actions, partnerships and timeframes that will facilitate the redevelopment of a regional destination.

The 82 strategies within the DMP are each designed to capitalize on downtown’s assets and proactively address downtown’s issues. The strategies all seek to create a downtown that has a balance of amenities, housing and transportation options, goods and services and cultural, entertainment and educational opportunities.

The DMP recommends the creation of an Urban Renewal District that utilizes Tax Increment Financing (TIF) to fund public improvements recommended in the DMP in an effort to revitalize Downtown Great Falls. The proposed Downtown Urban Renewal District (DURP) will be the third urban renewal district established in the City of Great Falls. The Central Place Revitalization Urban Renewal Program, established in 1977, has since expired while the West Bank Urban Renewal District, established in 2006 is currently operational.

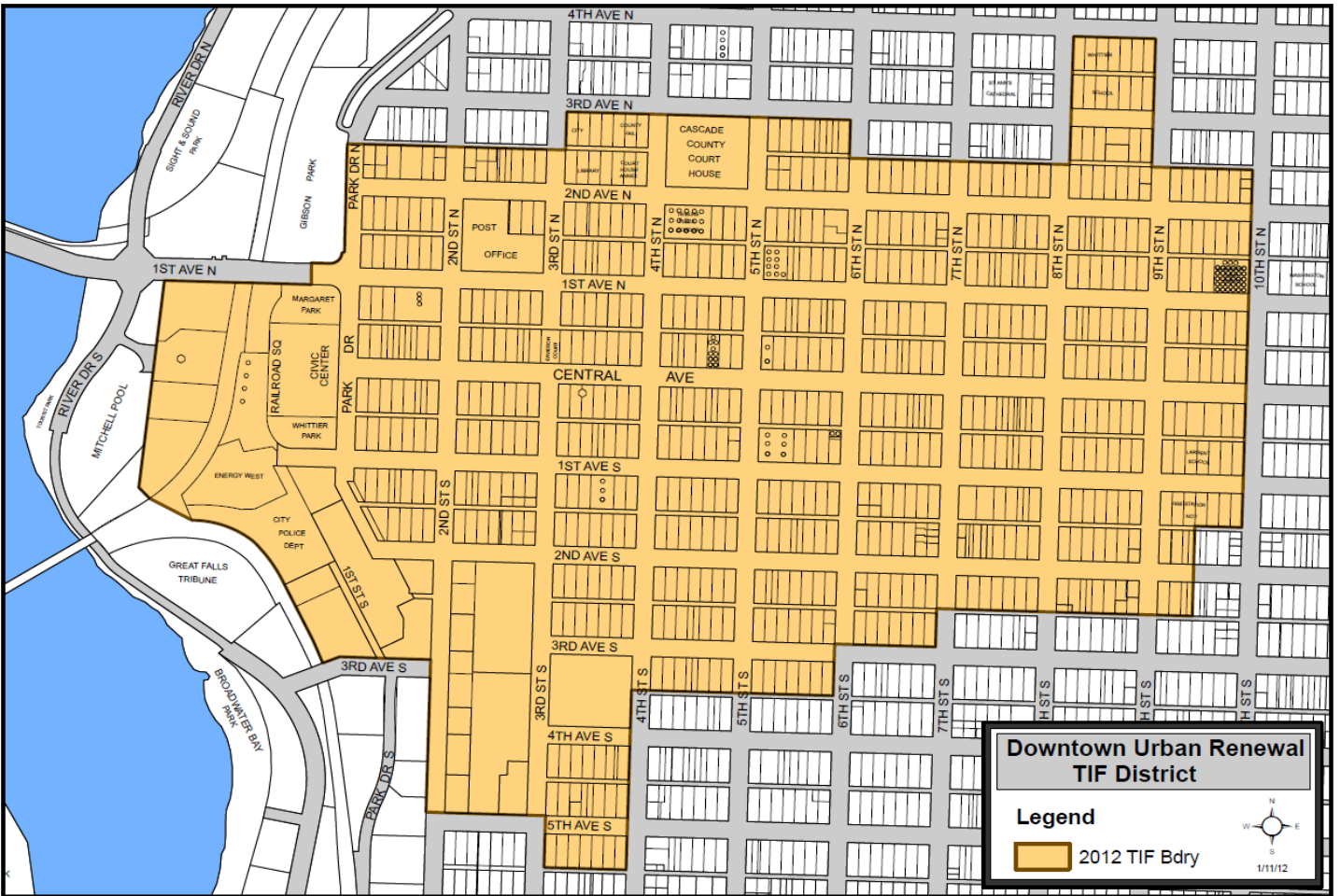
The Downtown Urban Renewal District and TIF funds generated through the improvements to property in the district are anticipated to be the primary funding sources to implement the recommendations of the DMP. Previous urban renewal districts in the City have been successful in redevelopment and revitalization efforts. It is the hope of the City of Great Falls and the Downtown stakeholders that this urban renewal district will yield the same positive results.

Amended and Restated Downtown Urban Renewal District Plan

Legal Description of the District:

Beginning at a point that is the southeast corner of Lot 1, Block 11, of the Broadwater Bay Business Park; thence south across 3rd Ave So to the northeast corner of Lot 6, Block 9, of the Broadwater Bay Business Park; thence south along the west right of way line of 2nd St So to a point that is directly west of the southwest corner of Lot 8, of the Amended Plat of Block 453, of the Great Falls Original Townsite (GFOT); Thence east across 2nd St So to the southwest corner of Lot 8, of the Amended Plat of Block 453, of the GFOT; thence east to the southwest corner of Lot 14, Block 452, of the GFOT; thence south to the southwest corner of Lot 1, Block 455, of the GFOT; thence east to the southeast corner of Lot 7, Block 455; of the GFOT; thence north along the west right of line of 4th St S to a point directly west from the southwest corner of Lot 1, Block 420, of the GFOT; thence east across 4th St So to the southwest corner of Lot 1, Block 420, of the GFOT; thence east to the southeast corner of Lot 7, Block 421, of the GFOT; thence north to the southeast corner of Lot 8, Block 413, of the GFOT; thence east across 6th St So to the southwest corner of Lot 14, Block 412, of the GFOT; thence east to the southeast corner of Lot 8, Block 412, of the GFOT; thence north to the southeast corner of Lot 7, Block 412, of the GFOT; thence east to the southwest corner of Lot 1, Block 411, of the GFOT; thence east to the southeast corner of Lot 3, Block 409, of the GFOT; thence north to the southeast corner of Lot 3, Block 376, of the GFOT; thence east to the southeast corner of Lot 7, Block 376, of the GFOT; thence north along the west right of way line of 10th St N to the northeast corner of Lot 8, Block 258, of the GFOT; thence west to the northeast corner of Lot 8, Block 257, of the GFOT; thence north to the northeast corner of Lot 7, Block 242, of the GFOT; thence west to the northwest corner of Lot 1, Blk 242, of the GFOT; thence south to the northwest corner of Lot 14, Blk 257, of the GFOT; thence west to the northeast corner of Lot 8, Blk 254, of the GFOT; thence north to the northeast corner of Lot 7, Blk 254, of the GFOT: thence west to the northwest corner of Lot 1, Blk 252, of the GFOT; thence south to the northwest corner of Lot 14, Blk 252, of the GFOT; thence west to the northwest corner of Lot 13, Blk 250, of the GFOT; thence continuing west to a point that is located on the west right of way of Park Dr N; thence south along the west right of way of Park Dr N to the corner of Park Dr N and 1st Ave N; thence around a curve to the left to a point of tangent thence continuing west eighty feet along the north right of way of 1st Ave N; thence south on a perpendicular line to the south right of way line of 1st Ave N; thence west along the south right of way line of 1st Ave N to the northwest corner of Lot 5, Blk 13, of the Broadwater Bay Business Park Addition (BBBBP); thence southwesterly to the southwest corner of Lot 2, Blk 13, of the BBBP; thence southeasterly to the southeast corner of Lot 2, Blk 13, of the BBBP; thence continuing southeasterly to a point that is the intersection of the north railroad right of way line and the westerly boundary of Mark 22A (City of Great Falls Police Department); thence southeasterly along a curve to the right also being the north railroad right of way line to the southwest corner of Lot 1, Blk 12, of the BBBP; thence easterly along the north right of way line of 3rd Ave S to the point of beginning.

District Boundary



Amended and Restated Downtown Urban Renewal District Plan

Determination of Blight:

To establish an Urban Renewal District in Montana, it must be found that conditions of blight are present in the area. Section 7-15-4206 (2) MCA defines blight as “an area that is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime, that substantially impairs or arrests the sound growth of the city or its environs, that retards the provision of housing accommodations, or that constitutes an economic or social liability or is detrimental or constitutes a menace to the public health, safety, welfare, and morals in its present condition and use, by reason of:

- the substantial physical dilapidation, deterioration, age obsolescence, or defective construction, material, and arrangement of buildings or improvements, whether residential or nonresidential;
- inadequate provision for ventilation, light, proper sanitary facilities, or open spaces as determined by competent appraisers on the basis of an examination of the building standards of the municipality;
- inappropriate or mixed uses of land or buildings;
- high density of population and overcrowding;
- defective or inadequate street layout;
- faulty lot layout in relation to size, adequacy, accessibility, or usefulness;
- excessive land coverage;
- unsanitary or unsafe conditions;
- deterioration of site;
- diversity of ownership;
- tax or special assessment delinquency exceeding the fair value of the land;
- defective or unusual conditions of title;
- improper subdivision or obsolete platting;
- the existence of conditions that endanger life or property by fire or other causes; or
- any combination of the factors listed in this subsection (2).



With the adoption of ~~Ordinance XXXX-Resolution 9961~~, the Great Falls City Commission found that the following conditions of blight are present in the District:

The substantial physical dilapidation, deterioration, age obsolescence, or defective construction, material, and arrangement of buildings or improvements, whether residential or nonresidential.

Vacancy, underutilization and a lack of maintenance has led to the substantial physical dilapidation and deterioration of a number of buildings within the district. Not only does this affect the aesthetic character of these buildings, and the district it also produces conditions that are unsafe, unsanitary and not conducive to economic development.



Inappropriate or mixed uses of land or buildings.

A large amount of land within the District is currently used as surface parking for automobiles. While a certain amount of parking is necessary to support other uses within the District, surface parking lots are an inefficient use of land in the City's commercial core. This land could potentially be redeveloped as commercial, office, residential or mixed use activities that would improve the vitality of the downtown and increase the taxable value of the District.



The heavy industrial nature of the southwest area of the District is incompatible with the adjacent commercial and retail and residential uses of the area. This area has the potential to be redeveloped in a mixed-use or transitional fashion to provide a key entry corridor into the District.

Defective or inadequate street layout.

Three one-way couplets currently traverse through the district. ~~Although a complete, formal analysis of the impact of the one-way couplets is planned for the spring and summer of 2012;~~ Multiple studies and analyses conducted across the U.S. indicate that downtown access and circulation, customer parking and property values increase when downtown one-ways are restored to two-way streets. ~~The City of Great Falls conducted and completed a study in April 2013, which resulted in the Downtown Access, Circulation, and Streetscape Plan. Although it was never adopted, the study is used as a resource and guide for city staff.~~

A primary intersection within the district - Park Drive and 1st Avenue N - is unsafe and difficult to navigate for pedestrians. Additionally, the configuration of the intersection produces inefficient conditions for automobiles, especially those making turns at high volume portions of the day.

Amended and Restated Downtown Urban Renewal District Plan

Deterioration of site.

Vacant, underutilized or unmaintained buildings and parcels concentrated within specific areas of the district have created pockets of site deterioration throughout the district. The deterioration of sites has often led private investment and development to move to outlying areas of the City and has also slowed redevelopment and infill efforts downtown. If site deterioration is not addressed, the exodus of commercial and residential development will continue and ultimately lead to further deterioration.

The existence of conditions that endanger life or property by fire or other causes.

A number of buildings in the district are in conditions that could potentially endanger life of property. Multiple factors have contributed to these conditions including fire damage, the use of hazardous construction materials, negligence on behalf of a property owner and extended vacancy among others. Buildings that have reached this condition are often the target of graffiti and other forms of vandalism, leading to further deterioration in the district.

Urban Renewal Plan

The DMP will guide the urban renewal and revitalization efforts within the district. The overall vision of the DMP and the goals, objectives and strategies of the Plan provide a comprehensive framework for the redevelopment of the downtown core. The following table displays the 82 strategies of the DMP and additional project priorities, with associated timelines, categories and partner organizations.



Strategy	Partners	Timeframe	Category
1. CONNECTED:			
1. Improve pedestrian connectivity and safety Downtown.			
a. Ensure streetscape improvements are designed to enhance pedestrian safety and pleasure by providing sufficient space for pedestrian needs and uses.	CofGF (P&CD, PW)	Short	Regulatory Framework
b. Develop public/private partnerships to ensure Downtown is safe, clean and accessible for all users.	CofGF, DAA (Safety team)	Immediate	Program
c. Identify, prioritize and correct accessibility barriers to sidewalks, curbs, pedestrian signals and other pedestrian facilities.	CofGF (P&CD, PW) Accessibility group	Short	Program
2. Develop a comprehensive Downtown bicycle network to connect into a city-wide system.			
a. Prepare a complete streets policy to guide roadway construction and rehabilitation.	CofGF, GFGF, GFBC	Immediate	Regulatory Framework
b. Update the bikeway chapter of the Long Range Transportation Plan, including prioritization of improvements and routes for implementation.	CofGF (P&CD, P&R), GFBC, RTI, TWG	Short	Regulatory Framework
c. Improve and expand bicycle connections to the River's Edge Trail through signage and routes.	CofGF (P&CD, P&R), GFBC, RTI, TWG	Short	Capital Improvement
d. Ensure that bike routes link and connect neighborhoods, employment centers, amenities and destinations.	CofGF (P&CD), GFBC, RTI	Short	Regulatory Framework
e. Develop public education and marketing programs to maximize the use of the bicycle network.	RTI, GFBC	Short	Program
3. Reduce or eliminate Downtown one-ways.			
a. Conduct a one-way conversion plan to help facilitate an environment that is pedestrian and retail friendly, improves local circulation, and increase access to Downtown businesses.	CofGF (P&CD, PW), MDT	Medium	Program
b. Effectively communicate the costs and benefits of one-way conversions to all stakeholders.	CofGF, DAA (BID, DGFA)	Medium	Program
c. Develop roadway and streetscape design standards to further the intended benefits of one-way conversions for all users.	CofGF	Medium	Regulatory Framework
4. Improve connectivity to the Missouri River, River's Edge Trail, and Gibson Park for bicycles and pedestrians.			
a. Improve the attractiveness and enhance the visibility of railroad crossings and underpass tunnels that connect Downtown to the Missouri River, River's Edge Trail and Gibson Park.	CofGF (P&CD, PW, P&R), RTI	Medium	Capital Improvement
b. Identify locations and develop design options to develop an additional separated grade bike and pedestrian crossing of railroad tracks.	CofGF (P&CD, PW, P&R), RTI	Long	Capital Improvement
c. Utilize signage, pathways and striping to provide pedestrians and bicyclists with safe and efficient connections between Downtown and the surrounding neighborhoods.	CofGF (P&CD, PW), RTI, TWG	Short	Capital Improvement
5. Develop a comprehensive Downtown wayfinding system.			
a. Develop a comprehensive wayfinding program.	CofGF, DAA (GFDA), Private Business	Short	Capital Improvement

Amended and Restated Downtown Urban Renewal District Plan

b. Supplement proposed wayfinding program with printed maps and brochures, digital and audio tours and websites and apps to guide visitors throughout Downtown.	CofGF (P&CD), HPAC, CVB, TBID	Medium	Program
c. Incorporate a series of named or themed pathways that connect Downtown amenities and destinations.	CofGF (P&CD), HPAC, CVB, TBID	Long	Capital Improvement
6. Optimize Downtown parking for all stakeholders.			
a. Conduct a comprehensive parking study to guide Downtown parking program.	CofGF (P&CD)	Short	Regulatory Framework
b. Improve bicycle parking facilities Downtown.	CofGF (P&CD, PW), GFBC, BID, private business	Short	Capital Improvement
7. Expand the use of public transit Downtown.			
a. Promote the use of transit for Downtown specific events.	GFTD, DGFA	Short	Program
b. Encourage expanded partnership between the Great Falls Transit District and Great Falls Public Schools to promote transit usage to reach Downtown events and activities.	GFTD, GFPS, DAA (DGFA)	Short	Program
c. Encourage Downtown businesses to work with the Great Falls Transit District to provide subsidized bus passes for employees as an alternative to Downtown parking.	DGFA, BID, GFTD, Private Business	Short	Program

DESTINATION:

1. Market Downtown's entertainment, culture, shopping and dining.

a. Continue to actively cross-promote and package Downtown's entertainment, culture, shopping and dining facilities with Downtown events.	MT, MEC, DGFA	On-going	Program
b. Work with various groups and organizations including the Convention and Visitors Bureau, Tourism BID, Montana Expo Park and Airport Authority to promote Downtown as a tourism and convention destination to the region and Canada.	DAA (CVB, TBID), MTEP, GFIA	Short	Program
c. Develop a comprehensive and coordinated Downtown marketing campaign utilizing print, radio, television and social media.	DAA (all), TA	Immediate	Program

2. Promote a broad range of family friendly entertainment and recreational opportunities and activities Downtown.

a. Review existing Downtown events and add free or low cost activities that engage a variety of age groups including: families, teens, young adults and older adults.	CofGF (P&R), DGFA	Short	Program
b. Promote new and exciting events in Downtown's parks, pools and recreational facilities that attract families with young children.	CofGF (P&R), DGFA	Short	Program
c. Encourage Downtown organizations and facilities to establish programs for parents to drop children off while they utilize Downtown's shopping and amenities.	Private Business, DGFA, Museum Group	Short	Program

3. Ensure Downtown is active and vibrant during the evenings and weekends.

a. Actively pursue the development of a Downtown boutique hotel to provide quality lodging and amenities for Downtown visitors.	DAA (GFDA, CofGF), Private Business	Medium	Site Specific
b. Develop programs and events that provide opportunities for people to remain in and visit Downtown in the evening and on the weekend.	DAA (DGFA), CofGF (P&R)	Short	Program
c. Actively recruit an already successful restaurant to relocate or expand into Downtown.	GFDA, BID, DGFA	Short	Program

d. Work with existing restaurant and bar/tavern owners to identify, develop and promote a Downtown Dining District.	DGFA, TA, DAA (all)	Medium	Program
e. Market Downtown's amenities and activities to current employers and employees to encourage the workforce to stay Downtown after business hours.	DAA (DGFA), TA, Restaurant owners	Immediate	Program
f. Create a year-round public market / food and arts incubator that would cater to residents, employees and visitors.	GFDA, DGFA, CofGF	Medium	Site Specific

4. Increase the utilization of the Convention Center and Mansfield Center for the Performing Arts (Mansfield).

a. Develop public/private partnerships to package the facilities at the Civic Center and Mansfield with catering and dining services and lodging facilities to enhance the attractiveness of Downtown as a convention destination.	CVB, TBID, MCPA	Medium	Program
b. Enhance partnerships with entertainment promoters to utilize the Mansfield as a concert venue.	MCPA	Short	Program
c. Educate potential users of the Civic Center and Mansfield about the opportunities available at the facility, policies and prices.	MCPA	Immediate	Program

FLOURISHING:

1. Identify and support an organization to lead and champion Downtown revitalization.

a. Establish a formal Downtown Development Agency within the City of Great Falls, in partnership with public and private entities, to foster new development and redevelopment Downtown and implement the goals, objectives and strategies identified in the Plan.	CofGF, DAA (all), Private Business	Immediate	Regulatory Framework
b. Establish a Downtown TIF and associated Urban Renewal Plan district to fund Downtown projects, improvements and organizational management.	CofGF, GFPS, CC	Immediate	Regulatory Framework
c. Update zoning and land use regulations to support recommendations of the Plan.	CofGF (P&CD)	Short	Regulatory Framework

2. Improve the public realm to provide a safe, attractive and welcoming environment.

a. Encourage a partnership between Downtown organizations and stakeholders and the City Police Department to ensure a clean and safe environment.	DAA (W&S), GFPD	Short	Program
b. Establish a volunteer based Downtown clean-up day and/or program.	DAA (W&S)	Short	Program
c. Increase street level vitality by encouraging the active use of ground floor space in the Downtown core.	CofGF (P&CD), BID, DGFA	Short	Regulatory Framework

3. Identify and attract high paying employers and jobs to Downtown.

a. Develop a comprehensive Downtown business retention and development plan that focuses on successful and emerging business clusters Downtown.	GFDA, CofGF	Short	Program
b. Utilize GFDA's business attraction and retention resources to leverage Downtown business investment.	GFDA	Immediate	Program

4. Support existing and attract new commercial and retail business Downtown.

a. Establish a mentor program to pair new entrepreneurs with successful Downtown business owners.	DGFA, BID, GFDA	Short	Program
b. Utilize national research and trends to identify and attract "Downtown friendly" retailers.	GFDA, BID, NW	Short	Program

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c. Conduct a Downtown market analysis to guide commercial and retail development.	GFDA, BID, DGFA	Medium	Program
d. Provide existing business owners with market research and technical and financial assistance.	CofGF, GFDA, DGFA, BID	Medium	Program
e. Conduct a Downtown business and building inventory to establish and maintain an accurate database of what is currently located Downtown and what opportunities exist for business expansion, attraction and relocation.	CofGF (P&CD), BID, DGFA	Immediate	Program
5. Attract a diverse mix of visual and performing artists to live and work Downtown.			
a. Revive and support the Great Falls Arts Council to develop and promote arts programs, events and education.	CofGF, DAA (all)	Short	Regulatory Framework
b. Encourage the development of lofts, studios and live/work spaces in vacant or underutilized buildings to attract artists to Downtown and increase arts and culture activity.	CofGF (P&CD), DAA (GFCC, GFDA)	Medium	Program
c. Develop a roster of visual and performing artists and craftsperson's living in and around Great Falls to utilize for Downtown programs and events.	DGFA	Short	Program
d. Capitalize on the success of Western Art Week by drawing visitors to Downtown galleries, shops and restaurants.	DAA (GFCC)	Immediate	Program
e. Continue to promote Downtown art galleries and artists through events such as the First Friday Art Walk.	DAA (DGFA)	Immediate	Program

LIVING:

1. Promote a wide range of housing choices throughout Downtown.

a. Ensure that the proposed City of Great Falls Downtown Development Agency is a champion of Downtown housing development.	NW, CofGF (P&CD)	Short	Regulatory Framework
b. Evaluate zoning and land use regulations to ensure policies allow for and encourage Downtown housing in the form of rehabilitation and preservation of existing buildings, infill development and new construction.	CofGF (P&CD)	Short	Regulatory Framework
c. Conduct a Downtown housing inventory to establish and maintain an accurate database of housing and property available for rent, ownership, and/or rehab.	NW, W&S, CofGF (P&CD)	Short	Program

2. Ensure existing housing is safe and attractive.

a. Actively monitor the condition of existing housing and enforce the City's Property Maintenance Code.	CofGF (P&CD), W&S	On-going	Program
b. Promote and utilize the City of Great Falls Housing Rehab Loan program and Neighborworks Great Falls programs to enhance existing homes and rental properties.	CofGF, NWGF	On-going	Program
c. Develop a volunteer based residential improvement plan to ensure Downtown neighborhoods are clean and safe.	W&S, NC	Short	Program

3. Attract private investment and financing for Downtown housing.

a. Create new and promote existing incentive programs to encourage residential development.	NW, CofGF	Short	Program
b. Prepare a housing market study to assist developers, lending institutions and private property owners in developing Downtown housing.	Realtors, HBA, NW, GFDA	Short	Program
c. Establish a clearinghouse and/or database of residential financing options and incentives.	Realtors, HBA, NW, GFDA	Short	Program

4. Attract retailers and neighborhood services that cater to Downtown residents.

a. Survey Downtown residents and utilize national research to identify neighborhood based commercial, retail and services that are missing Downtown.	NW, NC	Immediate	Program
b. Encourage mixed-use development that places residents within close proximity to commercial activities.	CofGF (P&CD)	Short	Regulatory Framework

AESTHETICS:

1. Preserve, restore, and reuse Downtown’s historic buildings and sites.

a. Market Downtown’s historical resources to facilitate improvements and restoration of properties through tax incentives and preservation grants.	CofGF, HPAC	Immediate	Program
b. Educate current property owners and developers of the funding programs available to make improvements to the Downtown buildings.	HPAC, DAA (BID)	Immediate	Program
c. Establish a technical assistance and incentive program to encourage the adaptive re-use, rehabilitation and preservation of historic buildings and sites.	CofGF, HPAC	On-going	Program

2. Increase the number and diversity of public spaces Downtown.

a. Actively pursue the development of an indoor/outdoor community gathering space to host activities and events and attract residents, employees and visitors throughout the year.	CofGF, Private Business	Short	Site Specific
b. Encourage diversity in the form and function of Downtown parks, plazas and gathering spaces.	CofGF (P&CD, P&R)	Medium	Regulatory Framework
c. Explore the feasibility of developing rooftop green spaces.	CofGF (P&CD, PW), Private business	Medium	Regulatory Framework

3. Promote quality design and construction in Downtown’s built environment.

a. Develop design guidelines to enhance the character of Downtown through the quality design and construction of Downtown’s built environment.	CofGF, DAA (all)	Short	Regulatory Framework
b. Evaluate the function, authority and scope of the City’s Design Review Board to ensure aesthetic goals of the Plan are achieved.	CofGF	Short	Regulatory Framework

4. Create attractive gateway design features that welcome residents and visitors to downtown.

a. Identify priority entrances into Downtown to construct gateway design features.	CofGF (P&CD, P&R), GFDA	Short	Capital Improvements
b. Establish a program to encourage community and/or service groups, private businesses and other stakeholders to “sponsor” the construction of gateway features.	DAA (all)	Short	Capital Improvements

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5. Expand and enhance the existing downtown streetscape.			
a. Develop a comprehensive Downtown streetscape plan that prioritizes future improvements and builds upon the existing streetscape.	CofGF (P&CD, PW)	Short	Regulatory Framework
b. Ensure streetscape improvements are implemented in coordination with the construction of gateway design features.	CofGF (P&CD)	Short	Regulatory Framework
c. Work with the City Forester to establish tree planting programs throughout Downtown.	DAA (BID), NC	Short	Program
6. Actively pursue the preservation and rehabilitation of the Rocky Mountain Building.			
a. Identify an organization or partnership to lead restoration efforts including assisting in permitting process and requirements, identifying funding options, leading fundraising efforts and recruiting a mix of building tenants.	CofGF (P&CD), DAA (all)	On-going	Program
b. Encourage the current building owners to move forward with restoration improvements before weathering and damage continue to a point where rehabilitation is no longer feasible.	CofGF (P&CD), DAA (all)	On-going	Program
7. Actively pursue the preservation and rehabilitation of the Civic Center.			
a. Fund and complete the Civic Center façade renovation project.	CofGF	Immediate	Capital Improvement
b. Identify and complete rehabilitation projects within the Civic Center property including, but not limited to, landscape and asphalt restoration.	CofGF	On-going	Capital Improvement
c. Determine and complete preservation projects within the Mansfield Center for the Performing Arts including, but not limited to, seat and architectural feature renovations.	CofGF	On-going	Capital Improvement
d. Identify and complete rehabilitation projects within the Convention Center including, but not limited to, upgrading lighting and architectural feature renovations.	CofGF	On-going	Capital Improvement

Funding and Administration:

Tax Increment Financing (TIF) is necessary to encourage private reinvestment within the District, create employment opportunities, implement the goals set forth in this plan and increase the tax base of the District. The Downtown Urban Renewal District is hereby established as a tax increment financing urban renewal area in accordance with 7-15-4282-4292 and 4301-4324 (MCA).

For the purpose of calculating the incremental taxable value each year for the life of the district, the base taxable value shall be calculated as current base taxable value of the district as of January 1, 2012.

Administration

The District will be administered in accordance with 7-15-4232 (MCA). The Great Falls City Commission has the authority to administer and manage the District and the implementation of the DURP. Under 7-15-4232 (MCA) the City Commission may authorize a City Department to manage the program and implement the recommendation of the DURP. It is envisioned that the Commission will receive recommendations and input from the Planning and Community Development Department in partnership with the Downtown Partnership of Great Falls (the Partnership).

Planning and Community Development Staff will work with the Partnership to prepare an annual District work plan and budget, which the Partnership will submit to the City Commission for consideration and adoption. The work plan will list the activities and cost of activities for the coming fiscal years and a method of financing those activities. The Partnership will enter into an Memorandum of Understanding (MOU) or other form of agreement that outlines the roles and responsibilities of this group in relation to the District.

The Planning and Community Development Department will provide initial staffing to assist the Partnership in preparing the annual District work plan and budget, preparing and presenting annual reports to the City Commission, and coordinating the review of proposed projects and development requesting TIF funding. It is anticipated that TIF moneys will be used in the future to fund a permanent staff position.

Planning and Community Development Staff will provide to the City Commission and the public an annual program evaluation as part of the annual report.

Amended and Restated Downtown Urban Renewal District Plan

Conformity with the Growth Policy

The establishment of the Partnership and the Downtown TIF are both direct recommendations of the **Downtown Master Plan**. ~~DMP—which was adopted as an attachment to the 2005 Growth Policy.~~ Additionally, specific themes, goals and policies of the City's Growth Policy (displayed below) are supported by recommendations contained within the DURP.

- Encourage livable, walkable, visually and functionally cohesive neighborhoods that incorporate traditional design concepts (Land Use pg. 20).
- Formulate and adopt modern, flexible land development regulations in order to preserve and enhance the scale, quality, and character of existing neighborhoods (Land Use pg. 21).
- Encourage mixed land uses in new and redeveloping areas to achieve a high degree of self-containment, reduce auto dependence, and foster a strong live-work-play pattern of activity within neighborhoods (Land Use pg. 22).
- Encourage preservation of corridors of land for non-motorized transportation routes/trails and provide public investment for non-motorized transportation facilities (Land Use pg. 22).
- Review existing zoning to ensure it is consistent with neighborhood objectives, and pursue rezoning of areas where conflicts are found (Land Use pg. 23).
- Increase code enforcement activity in order to help protect neighborhoods from decay, decline and disinvestment (Land Use pg. 23).
- Allow for compatible, small-scale commercial uses that support existing neighborhoods and reduce dependence on automobile travel (Land Use pg. 24).
- Encourage public investment in parks and schools that are neighborhood focal points, consistent with the Comprehensive Park and Recreation Master Plan (Land Use pg. 25).
- Proactively direct development through public investment in infrastructure (Land Use pg. 28).

Amendment of the DURP

The DURP may be modified at any time by the City Commission as necessary to eliminate and prevent the development or spread of blight and to encourage urban rehabilitation. The process for plan amendment shall be consistent with the procedures outlined in 7-15-4212 - 4219 (MCA).

Conclusion:

The City of Great Falls Downtown Master Plan recommends the establishment of an Urban Renewal District that utilizes TIF funding to revitalize and rehab downtown. The Plan provides an ambitious yet obtainable framework of goals, objectives and strategies that are intended to transition this area from its current condition to a vibrant and thriving destination. The Downtown Urban Renewal District has tremendous potential to re-emerge as the commercial, cultural and entertainment center of Great Falls.

Amended and Restated Downtown Urban Renewal District Plan



CITY OF GREAT FALLS

Amended and Restated Downtown Urban Renewal Plan



October 2020

Introduction:

The City of Great Falls has embarked on an ambitious program to revitalize downtown Great Falls. In October 2011 the Great Falls City Commission unanimously adopted the Downtown Master Plan (DMP). Referenced throughout the 2013 Growth Policy Update, the DMP serves as the guiding policy document for downtown. The DMP provides a strategically focused, goal driven “blueprint” for the future growth and development of downtown. The DMP creates a vision and outlines strategies, actions, partnerships and timeframes that will facilitate the re-development of a regional destination.

The 82 strategies within the DMP are each designed to capitalize on downtown’s assets and proactively address downtown’s issues. The strategies all seek to create a downtown that has a balance of amenities, housing and transportation options, goods and services and cultural, entertainment and educational opportunities.

The DMP recommends the creation of an Urban Renewal District that utilizes Tax Increment Financing (TIF) to fund public improvements recommended in the DMP in an effort to revitalize Downtown Great Falls. The proposed Downtown Urban Renewal District (DURP) will be the third urban renewal district established in the City of Great Falls. The Central Place Revitalization Urban Renewal Program, established in 1977, has since expired while the West Bank Urban Renewal District, established in 2006 is currently operational.

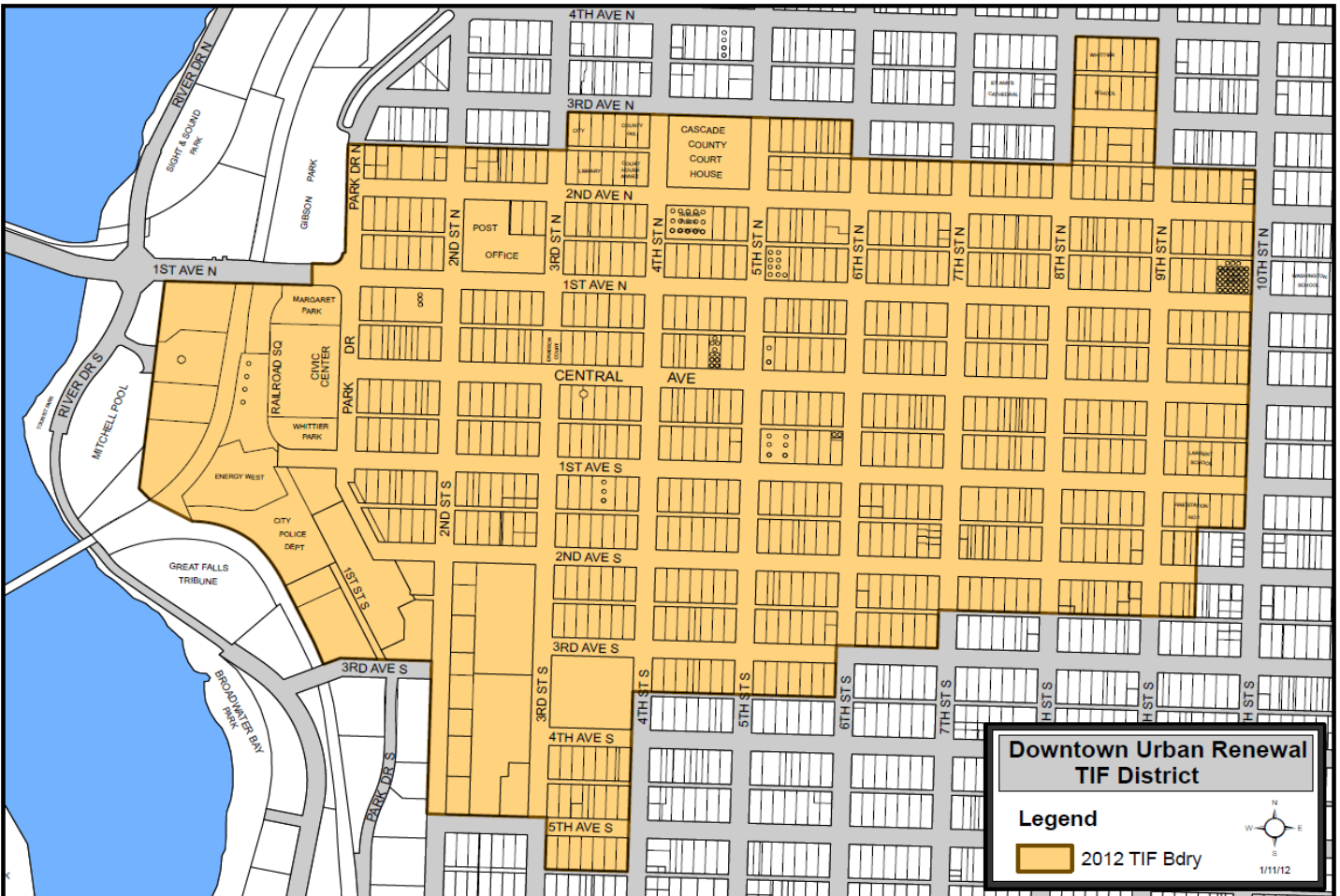
The Downtown Urban Renewal District and TIF funds generated through the improvements to property in the district are anticipated to be the primary funding sources to implement the recommendations of the DMP. Previous urban renewal districts in the City have been successful in redevelopment and revitalization efforts. It is the hope of the City of Great Falls and the Downtown stakeholders that this urban renewal district will yield the same positive results.

Amended and Restated Downtown Urban Renewal District Plan

Legal Description of the District:

Beginning at a point that is the southeast corner of Lot 1, Block 11, of the Broadwater Bay Business Park; thence south across 3rd Ave So to the northeast corner of Lot 6, Block 9, of the Broadwater Bay Business Park; thence south along the west right of way line of 2nd St So to a point that is directly west of the southwest corner of Lot 8, of the Amended Plat of Block 453, of the Great Falls Original Townsite (GFOT); Thence east across 2nd St So to the southwest corner of Lot 8, of the Amended Plat of Block 453, of the GFOT; thence east to the southwest corner of Lot 14, Block 452, of the GFOT; thence south to the southwest corner of Lot 1, Block 455, of the GFOT; thence east to the southeast corner of Lot 7, Block 455, of the GFOT; thence north along the west right of line of 4th St S to a point directly west from the southwest corner of Lot 1, Block 420, of the GFOT; thence east across 4th St So to the southwest corner of Lot 1, Block 420, of the GFOT; thence east to the southeast corner of Lot 7, Block 421, of the GFOT; thence north to the southeast corner of Lot 8, Block 413, of the GFOT; thence east across 6th St So to the southwest corner of Lot 14, Block 412, of the GFOT; thence east to the southeast corner of Lot 8, Block 412, of the GFOT; thence north to the southeast corner of Lot 7, Block 412, of the GFOT; thence east to the southwest corner of Lot 1, Block 411, of the GFOT; thence east to the southeast corner of Lot 3, Block 409, of the GFOT; thence north to the southeast corner of Lot 3, Block 376, of the GFOT; thence east to the southeast corner of Lot 7, Block 376, of the GFOT; thence north along the west right of way line of 10th St N to the northeast corner of Lot 8, Block 258, of the GFOT; thence west to the northeast corner of Lot 8, Block 257, of the GFOT; thence north to the northeast corner of Lot 7, Block 242, of the GFOT; thence west to the northwest corner of Lot 1, Blk 242, of the GFOT; thence south to the northwest corner of Lot 14, Blk 257, of the GFOT; thence west to the northeast corner of Lot 8, Blk 254, of the GFOT; thence north to the northeast corner of Lot 7, Blk 254, of the GFOT: thence west to the northwest corner of Lot 1, Blk 252, of the GFOT; thence south to the northwest corner of Lot 14, Blk 252, of the GFOT; thence west to the northwest corner of Lot 13, Blk 250, of the GFOT; thence continuing west to a point that is located on the west right of way of Park Dr N; thence south along the west right of way of Park Dr N to the corner of Park Dr N and 1st Ave N; thence around a curve to the left to a point of tangent thence continuing west eighty feet along the north right of way of 1st Ave N; thence south on a perpendicular line to the south right of way line of 1st Ave N; thence west along the south right of way line of 1st Ave N to the northwest corner of Lot 5, Blk 13, of the Broadwater Bay Business Park Addition (BBBP); thence southwesterly to the southwest corner of Lot 2, Blk 13, of the BBBP; thence southeasterly to the southeast corner of Lot 2, Blk 13, of the BBBP; thence continuing southeasterly to a point that is the intersection of the north railroad right of way line and the westerly boundary of Mark 22A (City of Great Falls Police Department); thence southeasterly along a curve to the right also being the north railroad right of way line to the southwest corner of Lot 1, Blk 12, of the BBBP; thence easterly along the north right of way line of 3rd Ave S to the point of beginning.

District Boundary



Amended and Restated Downtown Urban Renewal District Plan

Determination of Blight:

To establish an Urban Renewal District in Montana, it must be found that conditions of blight are present in the area. Section 7-15-4206 (2) MCA defines blight as “an area that is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime, that substantially impairs or arrests the sound growth of the city or its environs, that retards the provision of housing accommodations, or that constitutes an economic or social liability or is detrimental or constitutes a menace to the public health, safety, welfare, and morals in its present condition and use, by reason of:

- the substantial physical dilapidation, deterioration, age obsolescence, or defective construction, material, and arrangement of buildings or improvements, whether residential or nonresidential;
- inadequate provision for ventilation, light, proper sanitary facilities, or open spaces as determined by competent appraisers on the basis of an examination of the building standards of the municipality;
- inappropriate or mixed uses of land or buildings;
- high density of population and overcrowding;
- defective or inadequate street layout;
- faulty lot layout in relation to size, adequacy, accessibility, or usefulness;
- excessive land coverage;
- unsanitary or unsafe conditions;
- deterioration of site;
- diversity of ownership;
- tax or special assessment delinquency exceeding the fair value of the land;
- defective or unusual conditions of title;
- improper subdivision or obsolete platting;
- the existence of conditions that endanger life or property by fire or other causes; or
- any combination of the factors listed in this subsection (2).



With the adoption of Resolution 9961, the Great Falls City Commission found that the following conditions of blight are present in the District:

The substantial physical dilapidation, deterioration, age obsolescence, or defective construction, material, and arrangement of buildings or improvements, whether residential or nonresidential.

Vacancy, underutilization and a lack of maintenance has led to the substantial physical dilapidation and deterioration of a number of buildings within the district. Not only does this affect the aesthetic character of these buildings, and the district it also produces conditions that are unsafe, unsanitary and not conducive to economic development.



Inappropriate or mixed uses of land or buildings.

A large amount of land within the District is currently used as surface parking for automobiles. While a certain amount of parking is necessary to support other uses within the District, surface parking lots are an inefficient use of land in the City's commercial core. This land could potentially be redeveloped as commercial, office, residential or mixed use activities that would improve the vitality of the downtown and increase the taxable value of the District.



The heavy industrial nature of the southwest area of the District is incompatible with the adjacent commercial and retail and residential uses of the area. This area has the potential to be redeveloped in a mixed-use or transitional fashion to provide a key entry corridor into the District.

Defective or inadequate street layout.

Three one-way couplets currently traverse through the district. Multiple studies and analyses conducted across the U.S. indicate that downtown access and circulation, customer parking and property values increase when downtown one-ways are restored to two-way streets. The City of Great Falls conducted and completed a study in April 2013, which resulted in the *Downtown Access, Circulation, and Streetscape Plan*. Although it was never adopted, the study is used as a resource and guide for city staff.

A primary intersection within the district - Park Drive and 1st Avenue N - is unsafe and difficult to navigate for pedestrians. Additionally, the configuration of the intersection produces inefficient conditions for automobiles, especially those making turns at high volume portions of the day.

Amended and Restated Downtown Urban Renewal District Plan

Deterioration of site.

Vacant, underutilized or unmaintained buildings and parcels concentrated within specific areas of the district have created pockets of site deterioration throughout the district. The deterioration of sites has often led private investment and development to move to outlying areas of the City and has also slowed redevelopment and infill efforts downtown. If site deterioration is not addressed, the exodus of commercial and residential development will continue and ultimately lead to further deterioration.

The existence of conditions that endanger life or property by fire or other causes.

A number of buildings in the district are in conditions that could potentially endanger life of property. Multiple factors have contributed to these conditions including fire damage, the use of hazardous construction materials, negligence on behalf of a property owner and extended vacancy among others. Buildings that have reached this condition are often the target of graffiti and other forms of vandalism, leading to further deterioration in the district.

Urban Renewal Plan

The DMP will guide the urban renewal and revitalization efforts within the district. The overall vision of the DMP and the goals, objectives and strategies of the Plan provide a comprehensive framework for the redevelopment of the downtown core. The following table displays the 82 strategies of the DMP and additional project priorities, with associated timelines, categories and partner organizations.



Strategy	Partners	Timeframe	Category
1. CONNECTED:			
1. Improve pedestrian connectivity and safety Downtown.			
a. Ensure streetscape improvements are designed to enhance pedestrian safety and pleasure by providing sufficient space for pedestrian needs and uses.	CofGF (P&CD, PW)	Short	Regulatory Framework
b. Develop public/private partnerships to ensure Downtown is safe, clean and accessible for all users.	CofGF, DAA (Safety team)	Immediate	Program
c. Identify, prioritize and correct accessibility barriers to sidewalks, curbs, pedestrian signals and other pedestrian facilities.	CofGF (P&CD, PW) Accessibility group	Short	Program
2. Develop a comprehensive Downtown bicycle network to connect into a city-wide system.			
a. Prepare a complete streets policy to guide roadway construction and rehabilitation.	CofGF, GFGF, GFBC	Immediate	Regulatory Framework
b. Update the bikeway chapter of the Long Range Transportation Plan, including prioritization of improvements and routes for implementation.	CofGF (P&CD, P&R), GFBC, RTI, TWG	Short	Regulatory Framework
c. Improve and expand bicycle connections to the River's Edge Trail through signage and routes.	CofGF (P&CD, P&R), GFBC, RTI, TWG	Short	Capital Improvement
d. Ensure that bike routes link and connect neighborhoods, employment centers, amenities and destinations.	CofGF (P&CD), GFBC, RTI	Short	Regulatory Framework
e. Develop public education and marketing programs to maximize the use of the bicycle network.	RTI, GFBC	Short	Program
3. Reduce or eliminate Downtown one-ways.			
a. Conduct a one-way conversion plan to help facilitate an environment that is pedestrian and retail friendly, improves local circulation, and increase access to Downtown businesses.	CofGF (P&CD, PW), MDT	Medium	Program
b. Effectively communicate the costs and benefits of one-way conversions to all stakeholders.	CofGF, DAA (BID, DGFA)	Medium	Program
c. Develop roadway and streetscape design standards to further the intended benefits of one-way conversions for all users.	CofGF	Medium	Regulatory Framework
4. Improve connectivity to the Missouri River, River's Edge Trail, and Gibson Park for bicycles and pedestrians.			
a. Improve the attractiveness and enhance the visibility of railroad crossings and underpass tunnels that connect Downtown to the Missouri River, River's Edge Trail and Gibson Park.	CofGF (P&CD, PW, P&R), RTI	Medium	Capital Improvement
b. Identify locations and develop design options to develop an additional separated grade bike and pedestrian crossing of railroad tracks.	CofGF (P&CD, PW, P&R), RTI	Long	Capital Improvement
c. Utilize signage, pathways and striping to provide pedestrians and bicyclists with safe and efficient connections between Downtown and the surrounding neighborhoods.	CofGF (P&CD, PW), RTI, TWG	Short	Capital Improvement
5. Develop a comprehensive Downtown wayfinding system.			
a. Develop a comprehensive wayfinding program.	CofGF, DAA (GFDA), Private Business	Short	Capital Improvement

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b. Supplement proposed wayfinding program with printed maps and brochures, digital and audio tours and websites and apps to guide visitors throughout Downtown.	CofGF (P&CD), HPAC, CVB, TBID	Medium	Program
c. Incorporate a series of named or themed pathways that connect Downtown amenities and destinations.	CofGF (P&CD), HPAC, CVB, TBID	Long	Capital Improvement
6. Optimize Downtown parking for all stakeholders.			
a. Conduct a comprehensive parking study to guide Downtown parking program.	CofGF (P&CD)	Short	Regulatory Framework
b. Improve bicycle parking facilities Downtown.	CofGF (P&CD, PW), GFBC, BID, private business	Short	Capital Improvement
7. Expand the use of public transit Downtown.			
a. Promote the use of transit for Downtown specific events.	GFTD, DGFA	Short	Program
b. Encourage expanded partnership between the Great Falls Transit District and Great Falls Public Schools to promote transit usage to reach Downtown events and activities.	GFTD, GFPS, DAA (DGFA)	Short	Program
c. Encourage Downtown businesses to work with the Great Falls Transit District to provide subsidized bus passes for employees as an alternative to Downtown parking.	DGFA, BID, GFTD, Private Business	Short	Program

DESTINATION:

1. Market Downtown's entertainment, culture, shopping and dining.

a. Continue to actively cross-promote and package Downtown's entertainment, culture, shopping and dining facilities with Downtown events.	MT, MEC, DGFA	On-going	Program
b. Work with various groups and organizations including the Convention and Visitors Bureau, Tourism BID, Montana Expo Park and Airport Authority to promote Downtown as a tourism and convention destination to the region and Canada.	DAA (CVB, TBID), MTEP, GFIA	Short	Program
c. Develop a comprehensive and coordinated Downtown marketing campaign utilizing print, radio, television and social media.	DAA (all), TA	Immediate	Program

2. Promote a broad range of family friendly entertainment and recreational opportunities and activities Downtown.

a. Review existing Downtown events and add free or low cost activities that engage a variety of age groups including: families, teens, young adults and older adults.	CofGF (P&R), DGFA	Short	Program
b. Promote new and exciting events in Downtown's parks, pools and recreational facilities that attract families with young children.	CofGF (P&R), DGFA	Short	Program
c. Encourage Downtown organizations and facilities to establish programs for parents to drop children off while they utilize Downtown's shopping and amenities.	Private Business, DGFA, Museum Group	Short	Program

3. Ensure Downtown is active and vibrant during the evenings and weekends.

a. Actively pursue the development of a Downtown boutique hotel to provide quality lodging and amenities for Downtown visitors.	DAA (GFDA, CofGF), Private Business	Medium	Site Specific
b. Develop programs and events that provide opportunities for people to remain in and visit Downtown in the evening and on the weekend.	DAA (DGFA), CofGF (P&R)	Short	Program
c. Actively recruit an already successful restaurant to relocate or expand into Downtown.	GFDA, BID, DGFA	Short	Program

d. Work with existing restaurant and bar/tavern owners to identify, develop and promote a Downtown Dining District.	DGFA, TA, DAA (all)	Medium	Program
e. Market Downtown's amenities and activities to current employers and employees to encourage the workforce to stay Downtown after business hours.	DAA (DGFA), TA, Restaurant owners	Immediate	Program
f. Create a year-round public market / food and arts incubator that would cater to residents, employees and visitors.	GFDA, DGFA, CofGF	Medium	Site Specific

4. Increase the utilization of the Convention Center and Mansfield Center for the Performing Arts (Mansfield).

a. Develop public/private partnerships to package the facilities at the Civic Center and Mansfield with catering and dining services and lodging facilities to enhance the attractiveness of Downtown as a convention destination.	CVB, TBID, MCPA	Medium	Program
b. Enhance partnerships with entertainment promoters to utilize the Mansfield as a concert venue.	MCPA	Short	Program
c. Educate potential users of the Civic Center and Mansfield about the opportunities available at the facility, policies and prices.	MCPA	Immediate	Program

FLOURISHING:

1. Identify and support an organization to lead and champion Downtown revitalization.

a. Establish a formal Downtown Development Agency within the City of Great Falls, in partnership with public and private entities, to foster new development and redevelopment Downtown and implement the goals, objectives and strategies identified in the Plan.	CofGF, DAA (all), Private Business	Immediate	Regulatory Framework
b. Establish a Downtown TIF and associated Urban Renewal Plan district to fund Downtown projects, improvements and organizational management.	CofGF, GFPS, CC	Immediate	Regulatory Framework
c. Update zoning and land use regulations to support recommendations of the Plan.	CofGF (P&CD)	Short	Regulatory Framework

2. Improve the public realm to provide a safe, attractive and welcoming environment.

a. Encourage a partnership between Downtown organizations and stakeholders and the City Police Department to ensure a clean and safe environment.	DAA (W&S), GFDP	Short	Program
b. Establish a volunteer based Downtown clean-up day and/or program.	DAA (W&S)	Short	Program
c. Increase street level vitality by encouraging the active use of ground floor space in the Downtown core.	CofGF (P&CD), BID, DGFA	Short	Regulatory Framework

3. Identify and attract high paying employers and jobs to Downtown.

a. Develop a comprehensive Downtown business retention and development plan that focuses on successful and emerging business clusters Downtown.	GFDA, CofGF	Short	Program
b. Utilize GFDA's business attraction and retention resources to leverage Downtown business investment.	GFDA	Immediate	Program

4. Support existing and attract new commercial and retail business Downtown.

a. Establish a mentor program to pair new entrepreneurs with successful Downtown business owners.	DGFA, BID, GFDA	Short	Program
b. Utilize national research and trends to identify and attract "Downtown friendly" retailers.	GFDA, BID, NW	Short	Program

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c. Conduct a Downtown market analysis to guide commercial and retail development.	GFDA, BID, DGFA	Medium	Program
d. Provide existing business owners with market research and technical and financial assistance.	CofGF, GFDA, DGFA, BID	Medium	Program
e. Conduct a Downtown business and building inventory to establish and maintain an accurate database of what is currently located Downtown and what opportunities exist for business expansion, attraction and relocation.	CofGF (P&CD), BID, DGFA	Immediate	Program
5. Attract a diverse mix of visual and performing artists to live and work Downtown.			
a. Revive and support the Great Falls Arts Council to develop and promote arts programs, events and education.	CofGF, DAA (all)	Short	Regulatory Framework
b. Encourage the development of lofts, studios and live/work spaces in vacant or underutilized buildings to attract artists to Downtown and increase arts and culture activity.	CofGF (P&CD), DAA (GFCC, GFDA)	Medium	Program
c. Develop a roster of visual and performing artists and craftsperson's living in and around Great Falls to utilize for Downtown programs and events.	DGFA	Short	Program
d. Capitalize on the success of Western Art Week by drawing visitors to Downtown galleries, shops and restaurants.	DAA (GFCC)	Immediate	Program
e. Continue to promote Downtown art galleries and artists through events such as the First Friday Art Walk.	DAA (DGFA)	Immediate	Program

LIVING:

1. Promote a wide range of housing choices throughout Downtown.

a. Ensure that the proposed City of Great Falls Downtown Development Agency is a champion of Downtown housing development.	NW, CofGF (P&CD)	Short	Regulatory Framework
b. Evaluate zoning and land use regulations to ensure policies allow for and encourage Downtown housing in the form of rehabilitation and preservation of existing buildings, infill development and new construction.	CofGF (P&CD)	Short	Regulatory Framework
c. Conduct a Downtown housing inventory to establish and maintain an accurate database of housing and property available for rent, ownership, and/or rehab.	NW, W&S, CofGF (P&CD)	Short	Program

2. Ensure existing housing is safe and attractive.

a. Actively monitor the condition of existing housing and enforce the City's Property Maintenance Code.	CofGF (P&CD), W&S	On-going	Program
b. Promote and utilize the City of Great Falls Housing Rehab Loan program and Neighborworks Great Falls programs to enhance existing homes and rental properties.	CofGF, NWGF	On-going	Program
c. Develop a volunteer based residential improvement plan to ensure Downtown neighborhoods are clean and safe.	W&S, NC	Short	Program

3. Attract private investment and financing for Downtown housing.

a. Create new and promote existing incentive programs to encourage residential development.	NW, CofGF	Short	Program
b. Prepare a housing market study to assist developers, lending institutions and private property owners in developing Downtown housing.	Realtors, HBA, NW, GFDA	Short	Program
c. Establish a clearinghouse and/or database of residential financing options and incentives.	Realtors, HBA, NW, GFDA	Short	Program

4. Attract retailers and neighborhood services that cater to Downtown residents.

a. Survey Downtown residents and utilize national research to identify neighborhood based commercial, retail and services that are missing Downtown.	NW, NC	Immediate	Program
b. Encourage mixed-use development that places residents within close proximity to commercial activities.	CofGF (P&CD)	Short	Regulatory Framework

AESTHETICS:

1. Preserve, restore, and reuse Downtown’s historic buildings and sites.

a. Market Downtown’s historical resources to facilitate improvements and restoration of properties through tax incentives and preservation grants.	CofGF, HPAC	Immediate	Program
b. Educate current property owners and developers of the funding programs available to make improvements to the Downtown buildings.	HPAC, DAA (BID)	Immediate	Program
c. Establish a technical assistance and incentive program to encourage the adaptive re-use, rehabilitation and preservation of historic buildings and sites.	CofGF, HPAC	On-going	Program

2. Increase the number and diversity of public spaces Downtown.

a. Actively pursue the development of an indoor/outdoor community gathering space to host activities and events and attract residents, employees and visitors throughout the year.	CofGF, Private Business	Short	Site Specific
b. Encourage diversity in the form and function of Downtown parks, plazas and gathering spaces.	CofGF (P&CD, P&R)	Medium	Regulatory Framework
c. Explore the feasibility of developing rooftop green spaces.	CofGF (P&CD, PW), Private business	Medium	Regulatory Framework

3. Promote quality design and construction in Downtown’s built environment.

a. Develop design guidelines to enhance the character of Downtown through the quality design and construction of Downtown’s built environment.	CofGF, DAA (all)	Short	Regulatory Framework
b. Evaluate the function, authority and scope of the City’s Design Review Board to ensure aesthetic goals of the Plan are achieved.	CofGF	Short	Regulatory Framework

4. Create attractive gateway design features that welcome residents and visitors to downtown.

a. Identify priority entrances into Downtown to construct gateway design features.	CofGF (P&CD, P&R), GFDA	Short	Capital Improvements
b. Establish a program to encourage community and/or service groups, private businesses and other stakeholders to “sponsor” the construction of gateway features.	DAA (all)	Short	Capital Improvements

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5. Expand and enhance the existing downtown streetscape.			
a. Develop a comprehensive Downtown streetscape plan that prioritizes future improvements and builds upon the existing streetscape.	CofGF (P&CD, PW)	Short	Regulatory Framework
b. Ensure streetscape improvements are implemented in coordination with the construction of gateway design features.	CofGF (P&CD)	Short	Regulatory Framework
c. Work with the City Forester to establish tree planting programs throughout Downtown.	DAA (BID), NC	Short	Program
6. Actively pursue the preservation and rehabilitation of the Rocky Mountain Building.			
a. Identify an organization or partnership to lead restoration efforts including assisting in permitting process and requirements, identifying funding options, leading fundraising efforts and recruiting a mix of building tenants.	CofGF (P&CD), DAA (all)	On-going	Program
b. Encourage the current building owners to move forward with restoration improvements before weathering and damage continue to a point where rehabilitation is no longer feasible.	CofGF (P&CD), DAA (all)	On-going	Program
7. Actively pursue the preservation and rehabilitation of the Civic Center.			
a. Fund and complete the Civic Center façade renovation project.	CofGF	Immediate	Capital Improvement
b. Identify and complete rehabilitation projects within the Civic Center property including, but not limited to, landscape and asphalt restoration.	CofGF	On-going	Capital Improvement
c. Determine and complete preservation projects within the Mansfield Center for the Performing Arts including, but not limited to, seat and architectural	CofGF	On-going	Capital Improvement
d. Identify and complete rehabilitation projects within the Convention Center including, but not limited to, upgrading lighting and architectural features	CofGF	On-going	Capital Improvement

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The establishment of the Partnership and the Downtown TIF are both direct recommendations of the Downtown Master Plan. Additionally, specific themes, goals and policies of the City's Growth Policy (displayed below) are supported by recommendations contained within the DURP.

- Encourage livable, walkable, visually and functionally cohesive neighborhoods that incorporate traditional design concepts (Land Use pg. 20).
- Formulate and adopt modern, flexible land development regulations in order to preserve and enhance the scale, quality, and character of existing neighborhoods (Land Use pg. 21).
- Encourage mixed land uses in new and redeveloping areas to achieve a high degree of self-containment, reduce auto dependence, and foster a strong live-work-play pattern of activity within neighborhoods (Land Use pg. 22).
- Encourage preservation of corridors of land for non-motorized transportation routes/trails and provide public investment for non-motorized transportation facilities (Land Use pg. 22).
- Review existing zoning to ensure it is consistent with neighborhood objectives, and pursue rezoning of areas where conflicts are found (Land Use pg. 23).
- Increase code enforcement activity in order to help protect neighborhoods from decay, decline and disinvestment (Land Use pg. 23).
- Allow for compatible, small-scale commercial uses that support existing neighborhoods and reduce dependence on automobile travel (Land Use pg. 24).
- Encourage public investment in parks and schools that are neighborhood focal points, consistent with the Comprehensive Park and Recreation Master Plan (Land Use pg. 25).
- Proactively direct development through public investment in infrastructure (Land Use pg. 28).

Amendment of the DURP

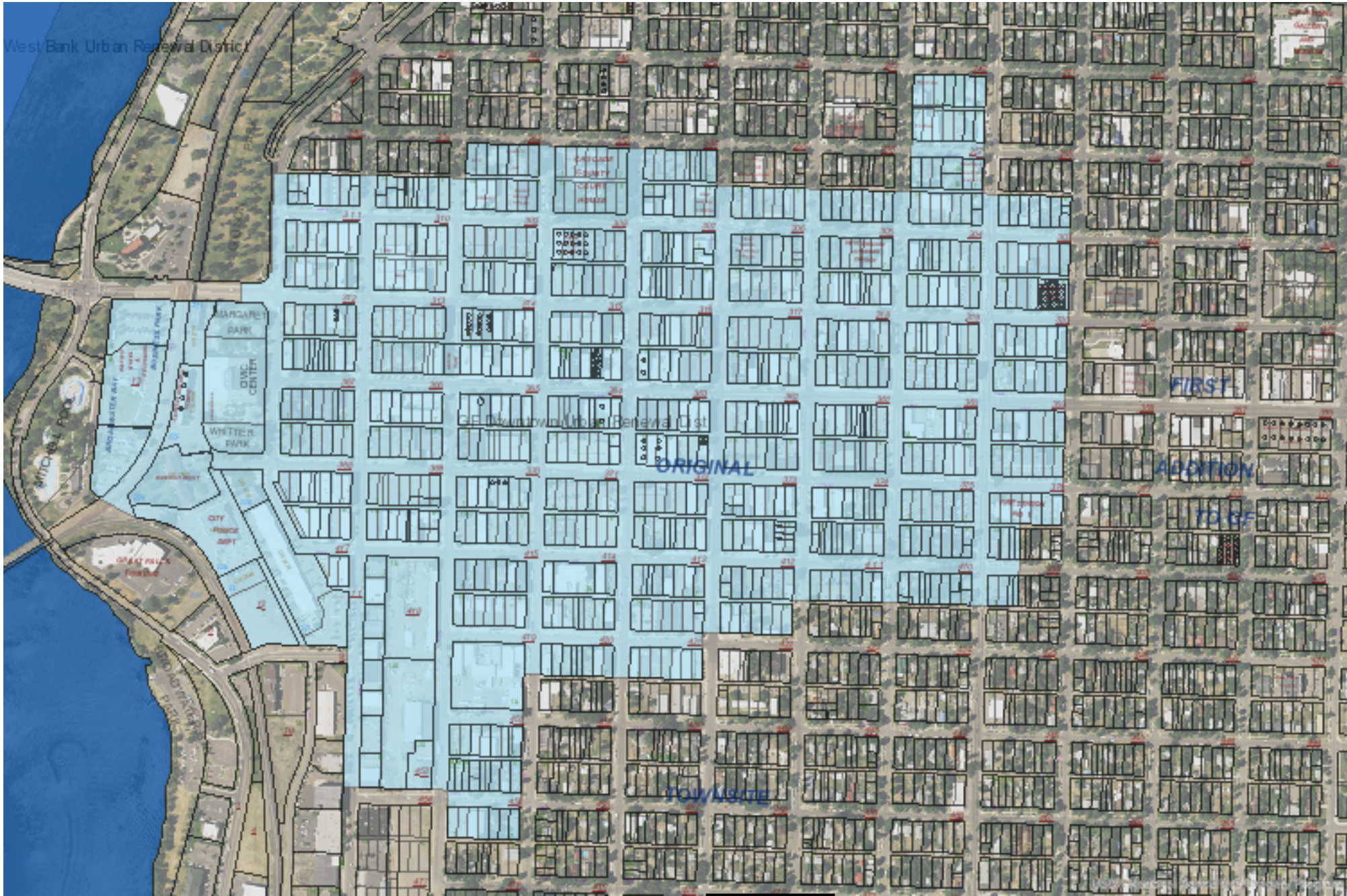
The DURP may be modified at any time by the City Commission as necessary to eliminate and prevent the development or spread of blight and to encourage urban rehabilitation. The process for plan amendment shall be consistent with the procedures outlined in 7-15-4212 - 4219 (MCA).

Conclusion:

The City of Great Falls Downtown Master Plan recommends the establishment of an Urban Renewal District that utilizes TIF funding to revitalize and rehab downtown. The Plan provides an ambitious yet obtainable framework of goals, objectives and strategies that are intended to transition this area from its current condition to a vibrant and thriving destination. The Downtown Urban Renewal District has tremendous potential to re-emerge as the commercial, cultural and entertainment center of Great Falls.

Amended and Restated Downtown Urban Renewal District Plan





The City of Great Falls uses the most current and complete data available. However, GIS data and product accuracy may vary. GIS data and products may be developed from sources of differing accuracy, accurate only at certain scales, based on modeling or interpretation, incomplete while being created or revised, etc. The City of Great Falls reserves the right to correct, update, modify, or replace, GIS products without notification. The City of Great Falls cannot assure the accuracy, completeness, reliability, or suitability of this information for any particular purpose. Using GIS data for purposes other than those for which they were created may yield inaccurate or misleading results. The recipient may neither assert any proprietary rights to this information nor represent it to anyone as other than City Government-produced information. The City of Great Falls shall not be liable for any activity involving this information with respect to lost profits, lost savings or any other damages



Commission Meeting Date: October 6, 2020

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Ordinance 3225 - An Ordinance by the City Commission of the City of Great Falls to assign R-2 Single-family Medium Density to Tract 1 and Remainder Tract 1-A of Certificate of Survey No. 4120.

From: Lonnie Hill, Planner I, Planning and Community Development

Initiated By: Mike and Sheila Staigmiller, and Mark and Mary Staigmiller

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

Action Requested: City Commission accept Ordinance 3225 on first reading and set a public hearing for November 4, 2020.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (accept/not accept) Ordinance 3225 on first reading and (set/not set) a public hearing for November 4, 2020.”

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

Staff Recommendation:

At the conclusion of a public hearing held on September 22, 2020, the Zoning Commission recommended the City Commission approve the establishment of zoning for the subject properties. Staff also recommends approval of the applicant’s proposed R-2 zoning request for Tract 1 and Remainder Tract 1-A of COS 4120, subject to the fulfillment of the following Conditions of Approval:

Conditions of Approval for Annexation and Establishment of Zoning:

1. **General Code Compliance.** Any future development of the properties shall be consistent with the conditions in this report, and all codes and ordinances of the City of Great Falls, the State of Montana, and all other applicable regulatory agencies.

2. **Annexation Agreement.** The applicants shall abide by the terms and conditions as well as pay all fees specified in the attached Annexation Agreement for the Subject Properties. The Annexation Agreement must be signed by the applicant and recorded at the Cascade County Clerk and Recorder.

3. **Land Use & Zoning.** Development of the properties shall be consistent with the allowed uses and specific development standards of the R-2 Single-family Medium Density zoning district.

Summary:

The owners of the properties legally described above and addressed as 2001, 2003, and 2005 Upper River Road submitted an application on July 24th to annex their properties into the City for the purpose of connecting to City water and sewer utilities. There is one existing residence addressed 2001 Upper River Road on Remainder Tract 1-A, and two existing residences on Tract 1 addressed 2003 and 2005 Upper River Road. The applicants have requested R-2 Single-family Medium Density for both properties.

These properties are part of the Upper/Lower River Road Water and Sewer District (ULRRWSD) 5. The Service Districts were created to improve water quality, resolve public health issues, remove sources of groundwater contamination in the area, and improve the tax base of the community. Previously, Service Districts 1, 2, most of 3, and 4 were annexed into the City. District 5 is next in line to be annexed at an undetermined date. The City has not received enough petitions to move forward with a district annexation. Instead, individual properties have petitioned for annexation on an individual basis.

Background:**Establishment of Zoning Request:**

Both Tract 1 and Remainder Tract 1-A are being proposed for R-2 Single-family Medium Density zoning. The R-2 zoning district aligns with the existing use of a single-family residence for Remainder Tract 1-A. Tract 1 currently has two separate single-family homes, which is classified as a two-family residence in the zoning code and is permitted as a conditional use in the proposed R-2 zoning district. Existing non-conforming uses within the ULRRWSD's have been allowed to continue when annexed into the City. Moving forward, the subject properties shall be consistent with OCCGF § Title 17 Chapter 64, *Nonconformities*.

The basis for decision on zoning map amendments is listed in Official Code of the City of Great Falls (OCCGF) §17.16.40.030 of the Land Development Code. The recommendation of the Zoning Commission and the decision of City Commission shall at a minimum consider the criteria which are attached as *Findings of Fact/Basis of Decision – Zoning Map Amendment*.

Fiscal Impact:

Water and Sewer service will be provided by the City, and the cost of the improvements will be borne by the applicants per the agreed upon terms of the attached Annexation Agreement. The annexation will add 2 lots within the city which will increase the City's tax base and increase revenue.

Alternatives:

The City Commission could deny acceptance of Ordinance 3225 on the first reading and not set the public hearing.

Concurrences:

Representatives from the City's Public Works and Legal Department have been involved throughout the review and approval process for this project and will continue to participate throughout the permit approval process. Both Engineering and Environmental Divisions of Public Works and the Legal Department have collaborated on the submitted Annexation Agreement.

Attachments/Exhibits:

- Ordinance 3225
- Ordinance 3225 Exhibit A
- Zoning Map
- Project Narrative
- Findings of Fact/Basis of Decision – Zoning Map Amendment

ORDINANCE 3225

AN ORDINANCE ASSIGNING A ZONING CLASSIFICATION OF R-2 SINGLE-FAMILY MEDIUM DENSITY TO TRACT 1 AND REMAINDER TRACT 1-A OF CERTIFICATE OF SURVEY NO. 4120, LOCATED IN THE SE 1/4 OF SECTION 14, TOWNSHIP 20 NORTH, RANGE 3 EAST, P.M.M., CASCADE COUNTY, MONTANA AND THE ADJOINING RIGHT-OF-WAY OF UPPER RIVER ROAD FROM THE SOUTH PROPERTY LINE OF TRACT 1 TO THE EXISTING CITY LIMITS LINE TO THE NORTH.

* * * * *

WHEREAS, the property owners, Mike and Sheila Staigmiller, and Mark and Mary Staigmiller, have petitioned the City of Great Falls to annex the subject properties, consisting of ±1.23 acres, as legally described above; and,

WHEREAS, Mike and Sheila Staigmiller, and Mark and Mary Staigmiller have petitioned the City of Great Falls to assign a zoning classification of R-2 Single-family Medium Density to Tract 1 and Remainder Tract 1-A of Certificate of Survey No. 4120, upon annexation to the City; and,

WHEREAS, the Great Falls Zoning Commission conducted a public hearing on September 22, 2020, to consider said assignment of zoning of R-2 Single-family Medium Density district and, at the conclusion of said hearing, passed a motion recommending the City Commission assign said zoning to the properties legally described as Tract 1 and Remainder Tract 1-A of Certificate of Survey No. 4120 located in the SE ¼ of Section 14, T20N, R3E, P.M.M., Cascade County, Montana and the adjoining right-of-way of Upper River Road from the south property line of Tract 1 to the existing City limits line to the north; and,

WHEREAS, notice of assigning said zoning classification to the subject properties was published in the *Great Falls Tribune* advising that a public hearing on this zoning designation would be held on the 4th day of November, 2020, before final passage of said Ordinance herein; and,

WHEREAS, following said public hearing, it was found and decided that the assignment of R-2 zoning on said properties meets the Basis of Decision requirements in the Official Code of the City of Great Falls (OCCGF), Section 17.16.40.030, 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 R-2 zoning request meets the criteria and guidelines cited in Mont. Code Ann. §76-2-304, and Section 17.16.40.030 of the OCCGF.

Section 2. That the zoning classification of “R-2 Single-family Medium Density” be assigned to Tract 1 and Remainder Tract 1-A of Certificate of Survey No. 4120 located in the SE ¼ of Section 14, T20N, R3E, P.M.M., Cascade County, Montana and the adjoining right-of-way of Upper River Road from the south property line of Tract 1 to the existing City limits line to the north, subject to the setbacks, and other development standards and by this reference made a part hereof, as well as all other applicable regulatory codes and ordinances.

Section 3. This ordinance shall be in full force and effect thirty (30) days after its passage and adoption by the City Commission.

ACCEPTED by the City Commission of the City of Great Falls, Montana on first reading October 6, 2020.

ADOPTED by the City Commission of the City of Great Falls, Montana on second reading November 4, 2020.

Bob Kelly, Mayor

ATTEST:

Lisa Kunz, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

Sara Sexe, City Attorney

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

I, Lisa Kunz, City Clerk of the City of Great Falls, Montana, do certify that I did post as required by law and as prescribed and directed by the City Commission, Ordinance 3225 on the Great Falls Civic Center posting board and the Great Falls City website.




Lisa Kunz, City Clerk

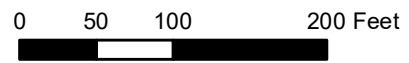
(CITY SEAL)

Exhibit A

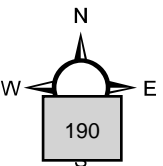


Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

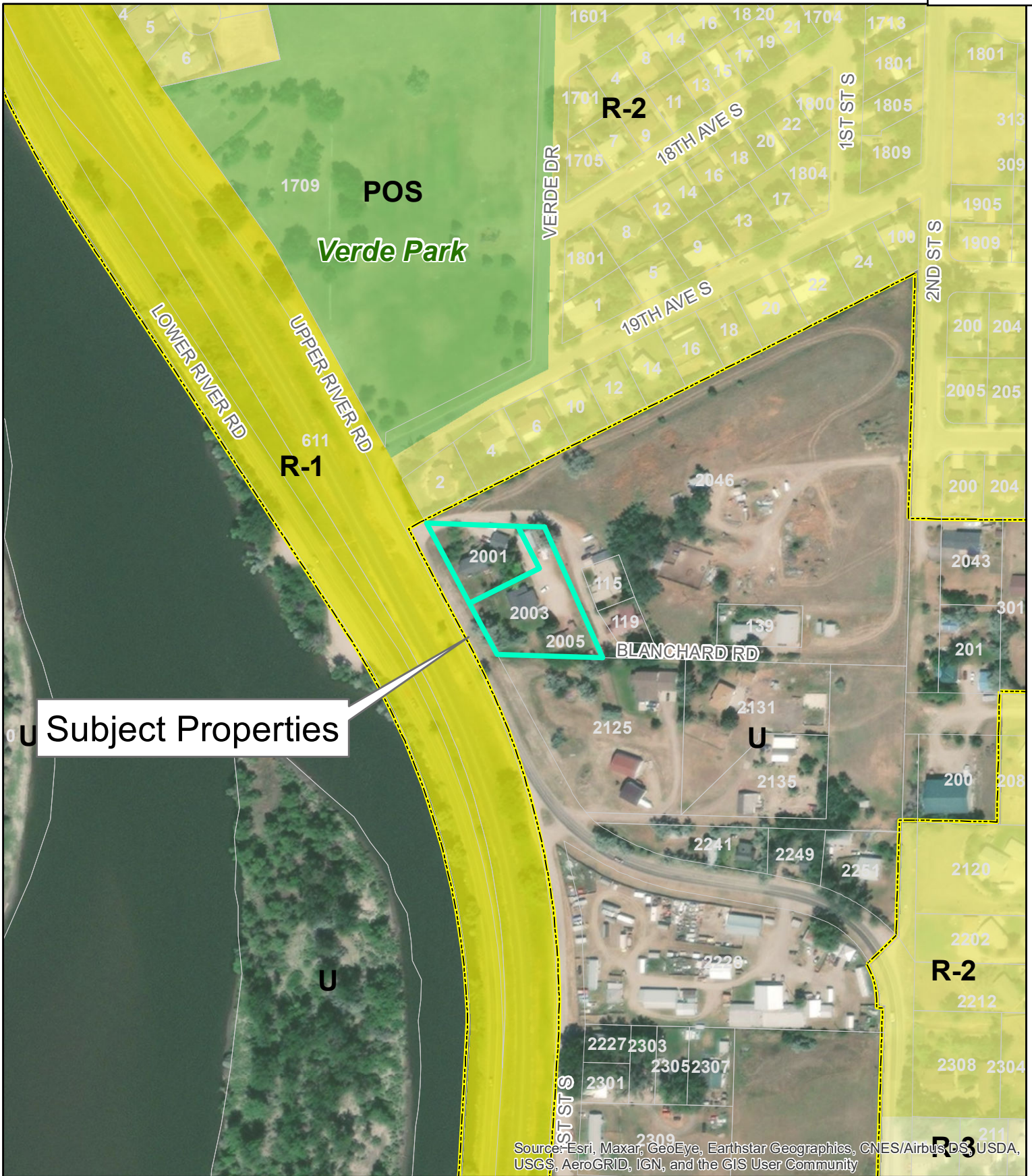
-  City Limits
-  Ordinance 3225
-  Parcels



Date: 9/29/2020
Author: LH, Planning



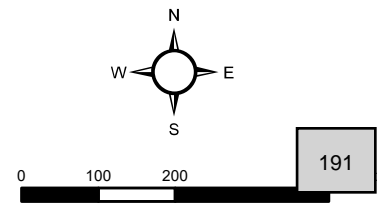
Zoning Map



Subject Properties

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

- R-1 Single-family Suburban
- R-2 Single-family Medium Density
- R-3 Single-family High Density
- POS Parks and Open Space
- Parcels
- City Limits



To: City of Great Falls Planning and Community Development

From: Mark and Mary Staigmiller

2003 & 2005 Upper River Road

Great Falls, MT 59405

(406) 788-9703 Mark (406) 788-5872 Mary Staigmiller Email: marksmaryr@msn.com

Mike and Sheila Staigmiller

2001 Upper River Road

Great Falls, MT 59405

(406) 868-7475 Mike (406) 231-3727 Sheila

RE: Request to Annex to the City of Great Falls (R2 Zoning) for physical addresses:

2001 Upper River Road

2003 Upper River Road

2005 Upper River Road

To City Planners:

We are requesting annexation of the above listed properties to the city of Great Falls. We would like to annex so that we may connect to city water and sewer. We would like our zoning to be "R2" if we were allowed to annex.

Thank you for your time and consideration in this matter. We look forward to hearing from you and moving forward with this project.

Sincerely,



Mark and Mary Staigmiller

Mike and Sheila Staigmiller

FINDINGS OF FACT – ZONING MAP AMENDMENT

Tract 1 and Remainder Tract 1-A of Certificate of Survey No. 4120, located in the SE ¼ of Section 14, T20N, R3E, PMM, Cascade County, Montana and the adjoining right-of-way of Upper River Road from the south property line of Tract 1 to the existing City limits line to the north.

PRIMARY REVIEW CRITERIA:

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

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

The proposal to annex and establish R-2 Single-family medium density zoning is consistent with the overall intent and purpose of the 2013 City Growth Policy Update. The proposed zoning map amendment specifically supports the following goals and policies:

- Social Policy 1.4.2 – Expand the supply of residential opportunities including single family homes, apartments, manufactured homes, and assisted living facilities.
- Physical Policy 4.2.5 – Promote orderly development and the rational extension of infrastructure and City services.

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

The subject properties are located adjacent to Neighborhood Council #6. There is no adopted neighborhood plan for Neighborhood Council #6, or any other Council within the City. Neighborhood Council #6 will not meet until Wednesday, October 7th. The application materials have been provided to Council Members via email. The applicant intends to present to the Council at the October meeting.

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

The subject properties are not located within any adopted plan or sub-area planning areas. The proposed lots to be zoned R-2 consist of existing residential homes and will not generate any additional traffic. As noted in the staff report, the subject properties are located within Upper and Lower River Road Water and Sewer District (ULRRWSD) 5. Previously, Service Districts 1, 2, most of 3, and 4 were annexed into the City. District 5 is the next in line to be annexed at an undetermined date. The ULRRWSD's were created to improve water quality, resolve public health issues, remove sources of groundwater contamination, and improve the tax base of the community.

4. The code with the amendment is internally consistent.

The proposed establishment of R-2 zoning is not in conflict with any portion of the existing City Code and will be consistent with the adjacent existing zoning of Prospect Heights 2nd Addition to the north. The existing single-family home of Tract 1-A will fit the context of the surrounding area based on the surrounding single family homes adjacent to the property. Tract 1 currently has two separate single-family homes, which is classified as a two-family residence in the zoning code and is permitted as a conditional use in the proposed R-2 zoning district. This and other existing non-conforming uses within the ULRRWSD's have been allowed to continue when annexed into the City. Moving forward, the subject properties shall be consistent with OCCGF Title 17 Chapter 64, *Nonconformities*. The proposal will not be injurious to the use and enjoyment of other property in the immediate vicinity.

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

There are no existing public health, safety, or welfare issues that have been identified for these properties. The zoning assignment will have no impact on these issues.

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

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



Commission Meeting Date: October 6, 2020

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Resolution 10371, Resolution relating to financing certain proposed improvements; establishing compliance with reimbursement bond regulations under the Internal Revenue Code.

From: Melissa Kinzler, Finance Director

Initiated By: Financing of match for the design, construction, and furnishing of a recreation and aquatic facility

Presented By: Melissa Kinzler, Finance Director

Action Requested: City Commission adopt Resolution 10371

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (adopt/deny) Resolution 10371.”

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

Staff Recommendation: Staff recommends the City Commission adopt Resolution 10371.

Summary: Resolution 10371 is a reimbursement resolution for costs associated with improvement for the design, construction, and furnishing of a recreation and aquatic facility. This resolution will allow reimbursement by bond proceeds for costs that have occurred prior to the bond issuance.

Background: At the June 16, 2020 work session, Staff had presented to the City Commission on the submission of a proposal that would allow the City to receive matching funds from the Office of Economic Adjustment for a \$20,000,000 indoor recreation and aquatic facility. The City would receive \$10,000,000 toward the recreation and aquatic facility. The City Commission was informed at that meeting that the City would hear back on the proposal in August and would need to submit the grant application in a short timeframe, if successful. The City was short-listed and submitted the grant application on August 26, 2020. At the September 15, 2020 City Commission meeting the City Commission authorized the City Manager to accept the DCIP grant if awarded, in the amount of \$10,000,000 as a match for the new Aim High/Big Sky Recreation Facility. The City received notification on September 18, 2020 that the grant was awarded, pending execution of documentation.

The resolution authorizing the issuance and fixing terms and condition for the estimated \$10,000,000 improvements will be presented at a future date.

Fiscal Impact: Adoption of this resolution will allow the City to be reimbursed for costs of improvements for the recreation and aquatic facility once the bonds have been issued.

Alternatives: If this resolution is rejected, improvements for the recreation and aquatic facility would not be reimbursed. The Park Maintenance District would need to cover the costs directly.

Concurrences: The Park & Recreation Department, Planning Department, Legal Department, City Manager's office and Finance Department, with Dorsey and Whitney, LLP have worked together on this resolution.

Attachments/Exhibits: Resolution 10371

CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Great Falls, Montana (the "City"), hereby certify that the attached resolution is a true copy of Resolution No. 10371, entitled: "RESOLUTION RELATING TO FINANCING CERTAIN PROPOSED IMPROVEMENTS; ESTABLISHING COMPLIANCE WITH REIMBURSEMENT BOND REGULATIONS UNDER THE INTERNAL REVENUE CODE" (the "Resolution"), on file in the original records of the City in my legal custody; that the Resolution was duly adopted by the City Commission of the City at a regular meeting on October 6, 2020 and that the meeting was duly held by the City Commission and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.

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

WITNESS my hand officially this 6th day of October, 2020.

(SEAL)

City Clerk

RESOLUTION NO. 10371

RESOLUTION RELATING TO FINANCING OF CERTAIN
PROPOSED IMPROVEMENTS; ESTABLISHING COMPLIANCE
WITH REIMBURSEMENT BOND REGULATIONS UNDER THE
INTERNAL REVENUE CODE

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

Section 1. Recitals.

1.01 The United States Department of Treasury has promulgated final regulations governing the use of proceeds of tax-exempt bonds, all or a portion of which are to be used to reimburse the City for project expenditures paid by the City prior to the date of issuance of such bonds. Those regulations (Treasury Regulations, Section 1.150-2) (the “Regulations”) require that the City adopt a statement of official intent to reimburse an original expenditure not later than 60 days after payment of the original expenditure. The Regulations also generally require that bonds be issued and the reimbursement allocation be made from the proceeds of such bonds within 18 months (or three years, if the reimbursement bond issue qualifies for the “small issuer” exception from the arbitrage rebate requirement) after the later of (i) the date the expenditure is paid or (ii) the date the project is placed in service or abandoned, but (unless the issue qualifies for the “small issuer” exception from the arbitrage rebate requirement) in no event more than three years after the date the expenditure is paid. The Regulations generally permit reimbursement of capital expenditures and costs of issuance of the bonds.

1.02 The City desires to comply with requirements of the Regulations with respect to certain projects hereinafter identified.

Section 2. Official Intent Declaration.

2.01 The City proposes to undertake certain projects, which projects and the estimated costs thereof are generally described on Exhibit A hereto, which is hereby incorporated herein and made a part hereof (collectively, the “Project”).

2.02 Other than (i) expenditures to be paid or reimbursed from sources other than the Bonds (as hereinafter defined), (ii) expenditures permitted to be reimbursed under the transitional provision contained in Section 1.150-2(j)(2) of the Regulations, (iii) expenditures constituting preliminary expenditures within the meaning of Section 1.150-2(f)(2) of the Regulations, or (iv) expenditures in a “de minimus” amount (as defined in Section 1.150-2(f)(1) of the Regulations), no expenditures for the Project have heretofore been paid by the City and no expenditures will be paid by the City until after the date of this Resolution.

2.03 The City reasonably expects to reimburse some or all of the expenditures made for costs of the Project out of proceeds of bonds in an estimated maximum aggregate principal amount of \$10,000,000 (the “Bonds”) after the date of payment of all or a portion of the costs of the Project. All reimbursed expenditures shall be capital expenditures, a cost of issuance of the

Bonds or other expenditures eligible for reimbursement under Section 1.150-2(d)(3) of the Regulations.

Section 3. Budgetary Matters. As of the date hereof, there are no City funds reserved, allocated on a long-term basis or otherwise set aside (or reasonably expected to be reserved, allocated on a long-term basis or otherwise set aside) to provide permanent financing for the expenditures related to the Project, other than pursuant to the issuance of the Bonds. The statement of intent contained in this resolution, therefore, is determined to be consistent with the City's budgetary and financial circumstances as they exist or are reasonably foreseeable on the date hereof.

Section 4. Reimbursement Allocations. The City Fiscal Services Director shall be responsible for making the "reimbursement allocations" described in the Regulations, being generally the transfer of the appropriate amount of proceeds of the Bonds to reimburse the source of temporary financing used by the City to make prior payment of the costs of the Project. Each allocation shall be evidenced by an entry on the official books and records of the City maintained for the Bonds or the Project and shall specifically identify the actual original expenditure being reimbursed.

Passed and adopted by the City Commission of the City of Great Falls, Montana, on this 6th day of October, 2020.

Bob Kelly, Mayor

Attest:

Lisa Kunz, City Clerk

APPROVED FOR LEGAL CONTENT:

Sara R. Sexe, City Attorney

EXHIBIT A

<u>Description of Project</u>	<u>Estimated Cost</u>
Design, construction, equipping and furnishing of a 50,000 square foot recreation center, including a lap pool, a therapeutic pool, a recreational/training pool, general open fitness areas, an indoor gym space, drop-off child care, classrooms and ancillary support facilities. The site will include an entry plaza with drop-off space, a private patio adjacent to the recreational pool and 142 parking spaces. Due to the size of the property, additional outdoor recreational facilities such as a playground, basketball court, open gathering space and additional parking would be constructed as well as a secondary point of access.	\$10,000,000