

**City of Missoula
Parks and Conservation Committee Agenda**

Date: September 16, 2020, 10:30 AM - 10:50 AM

Location: To register to attend and/or comment: <https://ci-missoula-mt.zoom.us/calendar/list>

For agenda and related documents: www.ci.missoula.mt.us/webcasts

Webstream live or on demand at: www.ci.missoula.us/webcasts

Watch live on Spectrum Cable Channel 190

Members: Stacie Anderson, Mirtha Becerra, John P. Contos, Heather Harp, Jordan Hess, Gwen Jones, Julie Merritt, Jesse Ramos, Amber Sherrill (chair), Sandra Vasecka, Bryan von Lossberg, Heidi West

Join By Computer: Register for the live webinar to listen in and/or comment during the live meeting:

<https://ci-missoula-mt.zoom.us/calendar/list> or <https://missoulapublicmeetings.com>

Join By Phone: Cell phone users: 1-253-215-8782, 1-213-338-8477, 1-267-831-0333; Landline users: 1-888-475-4499, 1-877-853-5257 Webinar ID: 836 4827 2653 Password: 027222

For more ways to watch the meeting and submit public comment, see the Citizen Participation Guide. Issues? Call the City Clerk 406-552-6078.

Pages

1. ADMINISTRATIVE BUSINESS

1.1 Roll Call

1.2 Approval of the Minutes from August 26, 2020

1

2. PUBLIC COMMENT

3. COMMITTEE BUSINESS

3.1 Agreement – County/City Fairgrounds trail

David Selvage

4

Recommended motion:

approve the County-City Agreement for Fairgrounds trails and authorize the Mayor to sign agreement.

4. ADJOURNMENT

Missoula City Council Parks and Conservation Committee Minutes

August 26, 2020

11:50 AM

To register to attend and/or comment: <https://ci-missoula-mt.zoom.us/calendar/list>

For agenda and related documents: www.ci.missoula.mt.us/webcasts

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Members present: Stacie Anderson, Mirtha Becerra, John P. Contos, Heather Harp, Gwen Jones, Julie Merritt, Amber Sherrill (chair), Sandra Vasecka, Bryan von Lossberg, Heidi West

Members absent: Jordan Hess, Jesse Ramos

Others present: Staff present: Corena Maurer, Neil Miner, Jolanda Cummings

1. ADMINISTRATIVE BUSINESS

1.1 Roll Call

1.2 Approval of the Minutes from July 15, 2020

The minutes were approved as submitted.

2. PUBLIC COMMENT

None

3. COMMITTEE BUSINESS

3.1 Purchase Polygon Park Shelters

Neil Miner presented the proposal for the purchase of the Polygon Park Shelters from Play Space Designs.

Mr. Miner shared photos of the proposed shelters.

Mr. Miner shared the plan for Westside park phase 1.

Sandra Vaseka asked if the shade shelter was a pergola. Mr. Miner stated yes it will just be for shade and not full cover.

Ms. Vaseka asked if the neighborhood input was the reason for just shade and not full cover in this area. Mr. Miner states that this is per neighborhood preference.

Mirtha Becerra asked about the portalet enclosure at Westside park and the changing station. Mr. Miner explained how the changing area would look and how it would work.

Ms. Becerra asked about the baby changing area and where it would be located. Mr. Miner stated it would be in the changing area.

Ms. West made the recommended motion and stated this project has been done in close partnership with Lowell and the Missoula County School District.

Ms. Vaseka wants to make an amendment to include full shade on the shelter.

Ms. West would not accept this as an amendment.

Mr. von Lossberg would not accept as a friendly amendment.

Ms. Vaseka made an amendment to only include the portalet enclosures for the purchasing and not the shade shelter.

Stacey Anderson asked if this was part of a bulk purchase. Mr. Miner stated yes, we would be saving on freight. If we chose to order in the future we would be responsible for freight charges.

Mr. Miner stated that we get a lot of shelter reservation requests in our parks, especially near splash pads.

Julie Merritt stated the park shelters do get used every day in the summer.

Ms. West stated this shade shelter is part of the approved master park plan.

Amber Sherrill states it is important to invest in our parks according to what neighbors want and are requesting.

Ms. Vaseka believes it will be a waste of money to only purchase the shade shelter and not a full cover shelter.

Moved by: Heidi West

Approve the purchase of the Poligon Park Shelters from Play Space Designs for \$69,675.00 and authorize the Mayor to sign the contract.

AYES: (9): Stacie Anderson, Mirtha Becerra, John Contos, Heather Harp, Gwen Jones, Julie Merritt, Amber Sherrill, Bryan von Lossberg, and Heidi West

NAYS: (1): Sandra Vasecka

ABSENT: (2): Jordan Hess, and Jesse Ramos

Vote results: Approved (9 to 1)

Amendment:

Moved by: Sandra Vasecka

Amend the motion to only include the portalet enclosures for the purchasing and not the shade shelter.

AYES: (2): Heather Harp, and Sandra Vasecka

NAYS: (8): Stacie Anderson, Mirtha Becerra, John Contos, Gwen Jones, Julie Merritt, Amber Sherrill, Bryan von Lossberg, and Heidi West

ABSENT: (2): Jordan Hess, and Jesse Ramos

Vote results: Failed (2 to 8)

4. ADJOURNMENT

The meeting was adjourned at 12:11 pm.

Submitted by: Corena Maurer

City of Missoula, Parks & Recreation



City of Missoula, Montana
Item to be Referred to City Council Committee

Committee: Parks and Conservation

Item: Agreement – County/City Fairgrounds trail

Date: September 9, 2020

Sponsor(s): David Selvage

Prepared by: David Selvage

Ward(s) Affected:

<input type="checkbox"/> Ward 1	<input checked="" type="checkbox"/> Ward 4
<input type="checkbox"/> Ward 2	<input type="checkbox"/> Ward 5
<input type="checkbox"/> Ward 3	<input type="checkbox"/> Ward 6
<input type="checkbox"/> All Wards	<input type="checkbox"/> N/A

Action Required:

Approve an Agreement between Missoula County and City of Missoula for maintenance and operations of public trails across the Fairgrounds and Playfair Park established in conjunction with development of the Fairgrounds Master Plan

Recommended Motion(s):

I move the City Council: approve the County-City Agreement for Fairgrounds trails and authorize the Mayor to sign agreement.

Timeline:

Referral to committee:	September 14, 2020
Committee discussion:	September 16, 2020
Council action (or sets hearing):	Click or tap here to enter text.
Public Hearing:	Click or tap here to enter text.
Deadline:	Click or tap here to enter text.

Background and Alternatives Explored:

The adopted Fairgrounds Master Plan provides for new paved, non-motorized public trail connections linking the Fairgrounds and Sentinel High School to Playfair Park and the YMCA. The trail connections benefit residents and surrounding neighborhoods. The agreement provides for public access with regular trail maintenance of specified public trails by the City. City of Missoula will provide for trail sweeping, mowing, snow removal, irrigation, lighting, associated utility costs and minor repairs. Missoula County will be responsible for future long-term major repairs and replacement of the trail.

The City joined the University of Montana and Missoula County Public Schools in recognizing the broad values of the Fairgrounds Master Plan as identified in the Central Park Joint Resolution Missoula Redevelopment Agency (Resolution 8345). Missoula County Board of County Commissioners approved this agreement on August 6, 2020.

Financial Implications:

The cost of maintenance and operation of the new trails are expected to be minimal and will be absorbed by the Parks & Recreation Department.

Links to external websites:

Interlocal Agreement between Missoula County and the City of Missoula
for the Missoula County Fairgrounds – Commuter Trails Project

The purpose of this Interlocal Agreement is to memorialize the design, construction, maintenance, and management responsibilities between the Missoula County Fairgrounds and the City of Missoula Parks and Recreation Department for the shared use of trails, access, parking and related improvements bordering the Fairgrounds and Playfair Park, (this "Agreement"), dated as of Aug 6, 2020 (the "effective date"). This Agreement is entered into by and between Missoula County (the "County"), a political subdivision of the State of Montana, and the City of Missoula (the "City"), a municipal corporation and political subdivision of the State of Montana.

Witnesseth:

WHEREAS, extending commuter trails through the Fairgrounds has long been contemplated by community planning efforts, including the 2016 Bicycle Facilities Master Plan, 2011 Active Transportation Plan, and 2011 URD III Curb and Sidewalk Needs Assessment, to provide links for non-motorized travel as well as connections to existing trail, recreational, and school infrastructure such as Playfair Park and Splash Montana, the YMCA, Russell Elementary School, and Sentinel High School; and

WHEREAS, in April 2018, the Missoula Redevelopment Agency approved funding for a Commuter Trail system, connecting Playfair Park to Urban Renewal District III. This included three trail segments: the Fairway/Raceway Trail, bisecting the Fairgrounds property between Fairview Avenue and Stephens; the Stephens Trail, connecting South Avenue to Playfair Park along the east edge of the Fairgrounds, and the Playfair Trail along the south boundary of the Fairgrounds property (Exhibit A, attached); and

WHEREAS, in May 2018, the Missoula County Commission adopted Design Guidelines and Schematic Design Plans for future construction at the Fairgrounds. This included shared access and parking with Playfair Park along the south boundary of the Fairgrounds; and

WHEREAS, the properties along the shared boundary of the Fairgrounds and Playfair Park are owned by Missoula County and the City of Missoula and are currently utilized by the parties, including the YMCA which is on land currently leased from Missoula County, for access and parking; and

WHEREAS, a 25-foot access easement currently exists across County property, granting access to Playfair Park, however no easement exists for access to the Fairgrounds across City property; and

WHEREAS, the embankment along Playfair Park is part of a storm water retention basin, which is classified as high hazard by the Montana Department of Natural Resources and Conservation (DNRC). The City of Missoula is responsible for maintenance, inspections, and annual reporting for the facility, but the DNRC retains review privileges for any major modifications to the embankment; and

WHEREAS, this Agreement directs the construction, maintenance, and management of the proposed improvements in perpetuity, or until such time as other agreements are made and mutually accepted.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

MISSOULA COUNTY RESPONSIBILITIES

1. Construction – The County shall provide for the design and construction of the trails, lighting, parking, access drives, and related improvements at its cost. These improvements shall be designed and constructed in accordance with the Missoula Parks and Recreation Design Manual (2018 Edition), Fairgrounds Design Guidelines, and applicable City Engineering Standards, with design review and final acceptance by City Parks Department. The County shall be responsible for materials testing, engineering inspections, permits, and preparation of as-built drawings.
2. Access Easements – The County shall grant access easements to the City for the use of the Fairway Trail (Area 1 on Exhibit B, attached). The County shall grant access easements to the City for the use and maintenance of the Stephens and Playfair Trails, (Area 2 and Area 3 on Exhibit B, attached). The County will reserve the right to go over, upon, under, and across the land encumbered by the Easements and to construct, maintain, improve, repair, replace, and remove (collectively “construct”) improvements thereon in a manner that will not unreasonably interfere with the rights granted and to restrict access from time to time for special events or to construct improvements. The County will reserve the right to grant additional easements, licenses, and /or permits to others for the use and occupancy of the land encumbered by the easement and for construction of improvements thereon, in a manner that will not unreasonably interfere with the rights granted hereunder.
3. Trail Maintenance – The County shall be responsible for routine cyclical and long-term operation and maintenance of the Fairway/Raceway segment of the trail within County property, including lighting, irrigation, drainage, snow removal, sweeping, signing, striping and repaving, and other regular maintenance items.
 - a. The County shall be responsible for timely asphalt repairs and replacement of the Playfair segment of the trail within City property – including asphalt patching, crack sealing, seal coating, and overlay. The County shall ensure the asphalt trail tread (surface) is reasonably smooth and uniform and in good repair to prevent damage to City equipment when snow plowing, sweeping, or painting. In event the trail’s asphalt surface becomes unsuitable, for noted maintenance activities or user safety the county shall provide for those services until repairs are effected.
4. Parking Lot Maintenance – The County shall be responsible for cyclical and long-term operation and maintenance of the parking lots and access drives within both City and County property, including lighting, irrigation, drainage, snow removal, sweeping, signing, striping, repaving, and other regular maintenance items.
5. Indemnity – The County shall defend, indemnify and hold harmless the City, its employees and agents, from all claims, liabilities, demands, causes of action or judgments, including costs and attorney fees, asserted by or awarded to third parties as a result of any negligent action or omission or willful misconduct of the County, its employees or agents relating to this Agreement.

CITY OF MISSOULA RESPONSIBILITIES

1. Construction – The City shall provide timely review and inspection of the proposed improvements, in accordance with the Missoula Parks and Recreation Design Manual (2018 Edition), Fairgrounds Design Guidelines, and applicable City Engineering Standards.
2. Access Easements – The City shall grant access easements to the County for the construction, use, and maintenance of the parking lots (Exhibit C, attached).
3. Trail Maintenance – The City shall be responsible for routine cyclical and long-term operation and maintenance of the Stephens segment of the trail within County property, including lighting, irrigation, drainage, snow removal, sweeping, signing, striping and repaving, and other regular maintenance items.
 - a. The City shall be responsible for long-term operation and maintenance of the Playfair segment of the trail within City property, including lighting, irrigation, drainage, snow removal, sweeping, signing, striping and other regular maintenance items. The City shall be responsible for asphalt repairs in the case that City equipment damages the asphalt. The City shall not be responsible for routine asphalt repairs or cyclical asphalt maintenance or replacement of this trail segment.
4. Indemnity – The City shall defend, indemnify and hold harmless the County, its employees and agents, from all claims, liabilities, demands, causes of action or judgments, including costs and attorney fees, asserted by or awarded to third parties as a result of any negligent action or omission or willful misconduct of the City, its employees or agents relating to this Agreement.

THE COUNTY AND THE CITY MUTUALLY AGREE

The trails shall be open to public use, consistent with City of Missoula Municipal Code, City Parks and Recreation Board Management Policies, and the Fairgrounds Design Guidelines. The County, in its discretion, may restrict or prohibit access to the Fairway Trail from time-to-time for special events or to construct improvements. As a courtesy to City, the County will give seven (7) days advance written notice of any temporary closure lasting longer than twenty-four hours.

The parking lots shall be open to public use, consistent with City of Missoula Municipal Code and the Fairgrounds Design Guidelines.

Either the City or County may request of the other party, brief temporary closures or exclusive use of the Stephens or Playfair Trails, access roads, and parking for large special events. Requests for these closures shall require detour plans and approvals at least 4 weeks in advance, unless closure is for an emergency. Terms and duration of closures shall be in writing and agreed upon by both parties.

The terms specifically outlined in County responsibility #3 and City responsibility #3 of the amended agreement shall be renegotiated after five (5) years (approximately July/August of 2025) or at request of either party at time of significant renovation and/or replacement of specific trail section.

IN WITNESS WHEREOF, the County of Missoula has caused this amended instrument to be duly executed by its County Commissioners on the 6th day of August, 2020, to be effective as of the effective date first set forth above.

Missoula County

By:  Date: Aug 6, 2020
DocuSigned by: E86CCECA882C416...

By: Juanita Vero Date: Aug 6, 2020
DocuSigned by: F68F48EA516944F...

By: Not available Date: Aug 6, 2020

ATTESTED TO BY: Tyler Gernant by Lisa Frost, Deputy Treasurer
DocuSigned by: Lisa Frost



REVIEWED BY: John Hart
DocuSigned by: 47D6FA6184EC4A9...
County Attorney

IN WITNESS WHEREOF, the City of Missoula has caused this instrument to be duly executed by its proper officers on the _____ day of _____ 2019, to be effective as of the effective date first set forth above.

CITY of Missoula

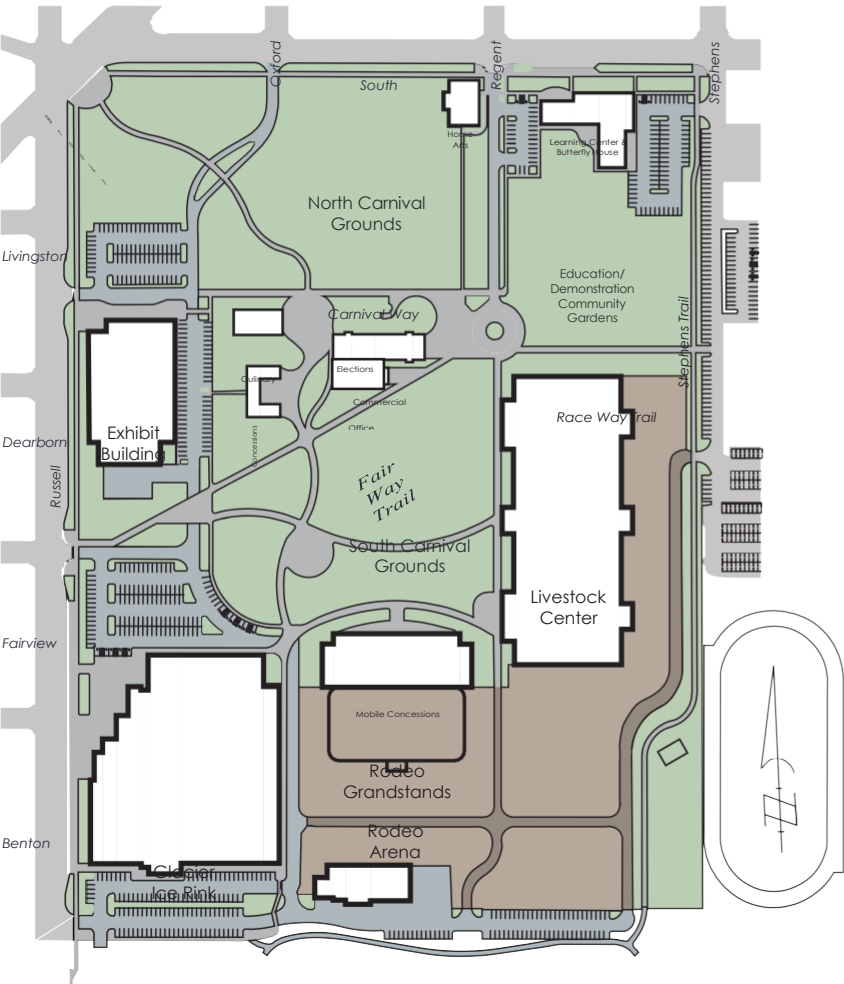
By: _____ Date: _____
John Engen, Mayor

ATTESTED TO BY: _____
City Clerk

APPROVED AS TO FORM AND CONTENT: _____
City Attorney

MISSOULA COUNTY FAIRGROUNDS TAX INCREMENT FINANCING REQUEST

MARCH 30, 2018



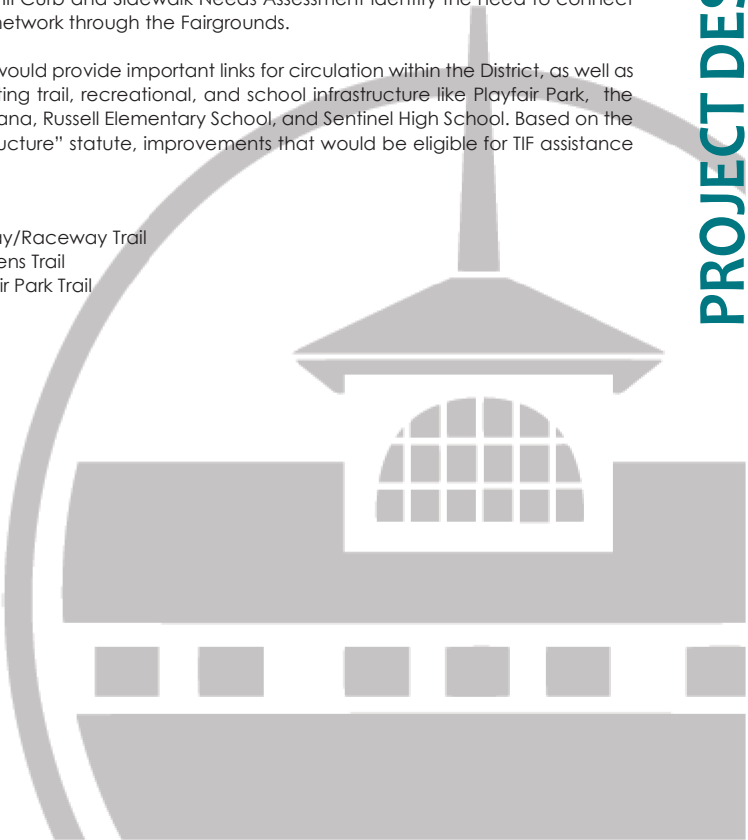
COMMUTER TRAIL CONNECTIONS

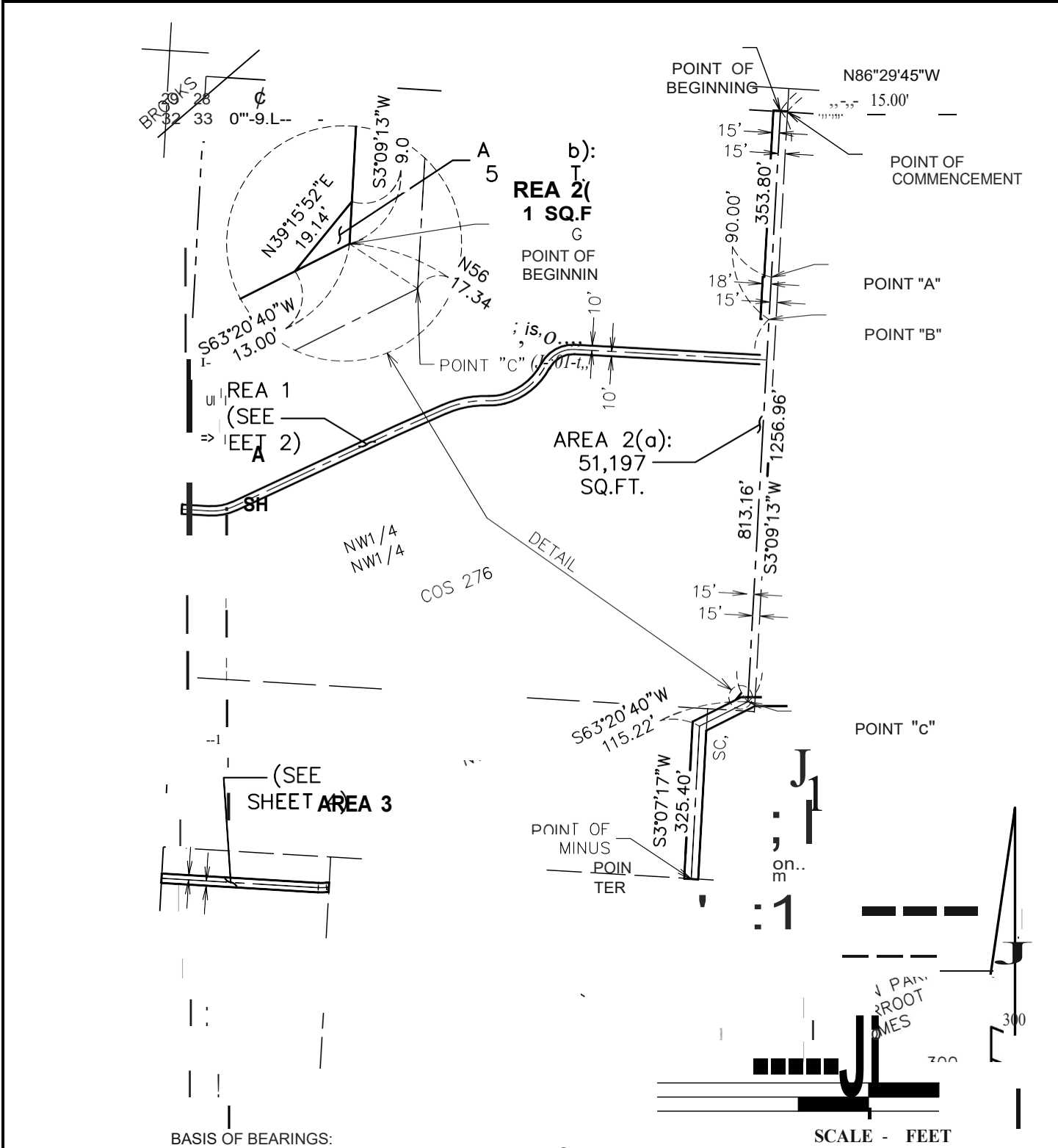
Extending commuter trails through the Fairgrounds has long been contemplated by previous planning efforts. The 2016 Bicycle Facilities Master Plan, 2011 Active Transportation Plan, and 2011 URD III Curb and Sidewalk Needs Assessment identify the need to connect the non-motorized network through the Fairgrounds.

These connections would provide important links for circulation within the District, as well as connections to existing trail, recreational, and school infrastructure like Playfair Park, the YMCA, Splash Montana, Russell Elementary School, and Sentinel High School. Based on the "connected infrastructure" statute, improvements that would be eligible for TIF assistance include:

- Fairway/Raceway Trail
- Stephens Trail
- Playfair Park Trail

PROJECT DESCRIPTION





BASIS OF BEARINGS:

GRID NORTH OF MONTANA STATE PLANE CO
SYSTEM- NORTH AMERICAN DATUM 1983 (

ORDINATE
ORS96).

EXHIBIT "8"
LOCATED IN THE NW 1 / 4 OF SECTION 3
T 13 N., R. 19 W., P.M., M
MISSOULA, MONTANA

GROUP
IR OUP.COM

PROJECT: 11-12-02.14
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DESIGN:
DRAFT: CEG
APPROVE: MARCH 26, 20
SHEET 1 OF 1

PROJECT: 11-12-02.14
FILE No: 111202.14_access-
FILE PATI-1
W:\Projects\111202\111202.14 Client Request
LAYOUT: Sh12
SURVEYED: ---
DESIGN:
DRAFT: CEG
APPROVE: KTA
DATE: MARCH 28, 2019
SHEET -2- of 5 SHEETS

LEGAL DESCRIPTION : AREA 1

A STRIP OF LAND 20.00 FEET WIDE BEING A PORTION OF CERTIFICATE OF SURVEY NO. 276, ON FILE AND OF RECORD IN MISSOULA COUNTY, MONTANA; LOCATED IN THE NORTHWEST QUARTER OF SECTION 33 , TOWNSHIP 13 NORTH, RANGE 19 WEST, PRINCIPAL MERIDIAN, MONTANA; SAID STRIP OF LAND LYING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHEAST CORNER OF SAID CERTIFICATE OF SURVEY NO. 276; THENCE N 8.6 29'45" W ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SOUTH AVENUE, 15.00 FEET TO A POINT ON A LINE PARALLEL WITH AND 15.00 FEET, MEASURED AT RIGHT ANGLES, WESTERLY OF THE EASTERLY LINE OF SAID CERTIFICATE OF SURVEY NO. 276; THENCE S 03°09'13" W ALONG SAID PARALLEL LINE, 529.87 FEET; THENCE N 86. 51'55" W, 15.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N 86.51'55" W, 393.99 FEET TO A POINT ON A TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 67.00 FEET; THENCE SOUTHWESTERLY ALONG SAID TANGENT CURVE THROUGH A CENTRAL ANGLE OF 64.58'19", AN ARC LENGTH OF 75.98 FEET TO A POINT ON A REVERSE CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 142.00 FEET, A RADIAL LINE TO LAST SAID POINT BEARS S 51°50'13" E; THENCE SOUTHWESTERLY ALONG SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 45°57'1 9", AN ARC LENGTH OF 116.37 FEET TO A POINT ON A COMPOUND CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 107.00 FEET, A RADIAL LINE TO LAST SAID POINT BEARS S 14°52'55" E; THENCE SOUTHWESTERLY ALONG SAID COMPOUND CURVE THROUGH A CENTRAL ANGLE OF 1T08'17", AN ARC LENGTH OF 32.01 FEET TO A POINT ON A REVERSE CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 213 . 00 FEET, A RADIAL LINE TO LAST SAID POINT BEARS N 02°15'22" E; THENCE SOUTHWESTERLY ALONG LAST SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 25°09 02", AN ARC LENGTH OF 97.22 FEET; THENCE S 55°05'21" W, 110 .13 FEET; THENCE S 54°59'41" W, 381 . 33 FEET TO A POINT ON A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 110.00 FEET; THENCE SOUTHWESTERLY ALONG LAST SAID TANGENT CURVE THROUGH A CENTRAL ANGLE OF 28.25'21", AN ARC LENGTH OF 54.57 FEET; THENCE N 86.34'58" W, 59.07 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF RUSSELL STREET, SAID POINT BEING THE POINT OF TERMINUS OF SAID CENTERLINE; THE SIDELINES OF SAID 20.00 FOOT WIDE STRIP OF LAND TO BE LENGTHENED OR SHORTENED AS NECESSARY TO INTERSECT THE EASTERLY RIGHT-OF-WAY LINE OF RUSSELL STREET; CONTAINING 26,413 SQUARE FEET, MORE OR LESS.

LEGAL DESCRIPTION : AREA 2

AREA 2(a) :
A STRIP OF LAND 30.00 FEET WIDE BEING A PORTION OF CERTIFICATE OF SURVEY NO. 276, ON FILE AND OF RECORD IN MISSOULA COUNTY, MONTANA; LOCATED IN THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 13 NORTH, RANGE 19 WEST, PRINCIPAL MERIDIAN, MONTANA; SAID STRIP OF LAND LYING 15.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHEAST CORNER OF SAID CERTIFICATE OF SURVEY NO. 276; THENCE N 86°29'45" W ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SOUTH AVENUE, 15.00 FEET TO A POINT ON A LINE PARALLEL WITH AND 15.00 FEET, MEASURED AT RIGHT ANGLES, WESTERLY OF THE EASTERLY LINE OF SAID CERTIFICATE OF SURVEY NO. 276, SAID POINT BEING THE POINT OF BEGINNING ; THENCE S 03°09'13" W ALONG SAID PARALLEL LINE, 353 .80 FEET TO POINT " A " ; THE SIDELINES OF SAID 30.00 FOOT WIDE STRIP OF LAND TO BE LENGTHENED OR SHORTENED AS NECESSARY TO INTERSECT THE SOUTHERLY RIGHT-OF-WAY LINE OF SOUTH AVENUE;

TOGETHER WITH A STRIP OF LAND 33 . 00 FEET WIDE BEING A PORTION OF SAID CERTIFICATE OF SURVEY NO. 276 ; SAID STRIP OF LAND LYING 18.00 FEET ON THE WESTERLY SIDE AND 15.00 FEET ON THE EASTERLY SIDE OF THE FOLLOWING DESCRIBED CENTER LINE:

BEGINNING AT THE HEREINABOVE DESCRIBED POINT " A " ; THENCE S 03°09' 13" W CONTINUING ALONG SAID PARALLEL LINE, 90.00 FEET TO POINT " B ";

TOGETHER WITH A STRIP OF LAND 30.00 FEET WIDE BEING A PORTION OF SAID CERTIFICATE OF SURVEY NO. 276 AND A PORTION OF THAT TRACT OF LAND DESCRIBED IN BOOK S MISCELLANEOUS, PAGE 448, ON FILE AND OF RECORD IN MISSOULA COUNTY , MONTANA; SAID STRIP OF LAND LYING 15.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE:

BEGINNING AT THE HEREINABOVE DESCRIBED POINT " B " ; THENCE S 03°09'13" W CONTINUING ALONG SAID PARALLEL LINE, 813 .16 FEET TO POINT " C " ; THENCE S 53°20' 40" W, 115.22 FEET; THENCE S 03°07'17" W, 325.40 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID CERTIFICATE OF SURVEY NO. 276, SAID POINT BEING THE POINT OF TERMINUS OF SAID CENTER LINE; THE SIDELINES OF SAID 30 .00 FOOT WIDE STRIP OF LAND TO BE LENGTHENED OR SHORTENED AS NECESSARY TO INTERSECT THE SOUTHERLY LINE OF SAID CERTIFICATE OF SURVEY NO. 276 ;

CONTAINING 51,197 SQUARE FEET, MORE OR LESS;

AREA 2(b):
TOGETHER WITH A TRACT OF LAND BEING A PORTION OF SAID CERTIFICATE OF SURVEY NO. 276; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

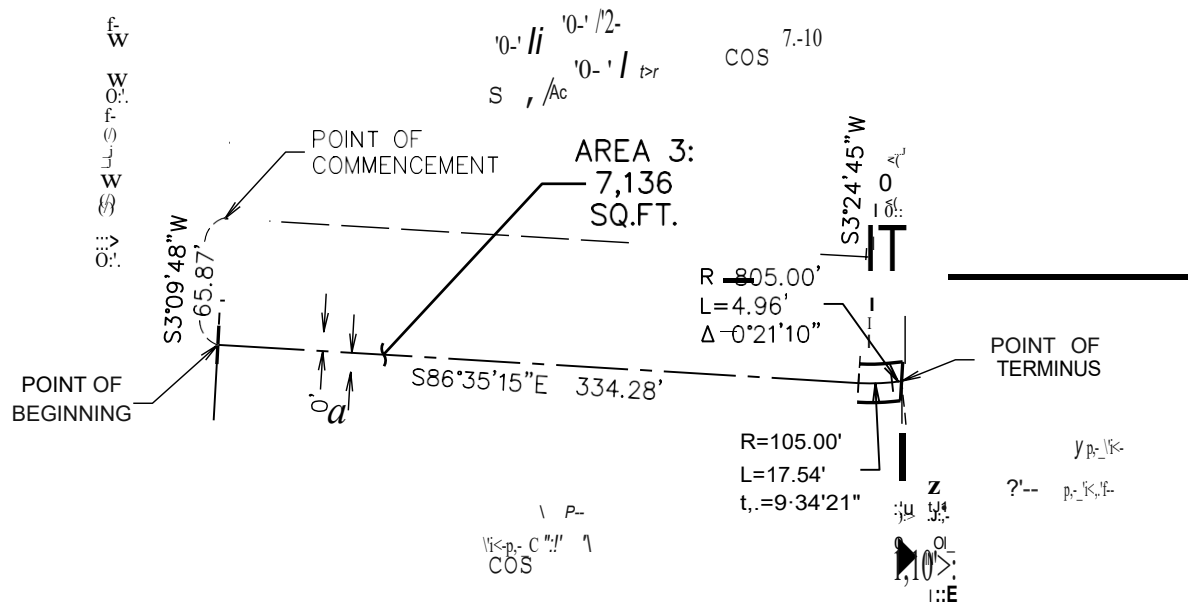
COMMENCING AT THE HEREINABOVE DESCRIBED POINT " C " ; THENCE N 55°45'04" W, 17.34 FEET TO THE POINT OF BEGINNING; THENCE S 6°3'20' 40" W, 13.00 FEET; THENCE N 39°15 '52" E, 19.14 FEET; THENCE S 03°09'13" W, 9.00 FEET TO THE POINT OF BEGINNING; CONTAINING 51 SQUARE FEET, MORE OR LESS .

EXHIBIT "B"
LOCATED IN THE NW 1 / 4 OF SECTION 33,
T. 13 N., R. 19 W., P.M., M.
MISSOULA, MONTANA



WGM GROUP
www.wgmgroup.com

PROJECT: 11- 12- 0 2.14
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SURVEYED: - - -
DESIGN:
DRAFT: CEG
APPROVE: KFA
DATE: MARCH 26, 2019
SHEET 1 OF 5 SHEETS



BASIS OF BEARINGS:
 GRID NORTH OF MONTANA STATE PLANE COORDINATE
 SYSTEM - NORTH AMERICAN DATUM 1983 (CORS96).

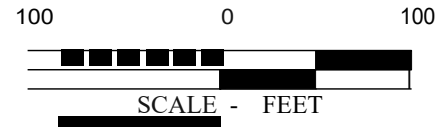


EXHIBIT "B"
 LOCATED IN THE NW 1 / 4 OF SECTION 33,
 T. 13 N., R. 19 W., P.M., M.
 MISSOULA, MONTANA



WGM GROUP
 WWW.WGMGROUP.COM

PROJECT: 11- 12- 02.14
 FILE No: 111202.14_access-leg-fg3c.dwg
 FILE PATH
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 LAYOUT: Sht4
 SURVEYED: - - -
 DESIGN:
 DRAFT: CEG
 APPROVE: KFA
 DATE: MARCH 28, 2019
 SHEET ... OF ... SHEETS

L E G A L D E S C R I P T I O N : A R E A 3

A STRIP OF LAND 20.00 FEET WIDE BEING A PORTION OF TRACT A OF CERTIFICATE OF SURVEY NO. 3151, ON FILE AND OF RECORD IN MISSOULA COUNTY, MONTANA; LOCATED IN THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 13 NORTH, RANGE 19 WEST, PRINCIPAL MERIDIAN, MONTANA; SAID STRIP OF LAND LYING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT A; THENCE S 03°09'48" W ALONG THE EASTERLY RIGHT-OF-WAY LINE OF RUSSELL STREET, 65.87 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY LINE S 86°35'15" E, 334.28 FEET TO A POINT ON A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 105.00 FEET; THENCE NORTHEASTERLY ALONG SAID TANGENT CURVE THROUGH A CENTRAL ANGLE OF 9°34'21", AN ARC LENGTH OF 17.54 FEET TO A POINT ON A REVERSE CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 805.00 FEET, A RADIAL LINE TO LAST SAID POINT BEARS N 05°48'26" W; THENCE NORTHEASTERLY ALONG SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 0°21'10", AN ARC LENGTH OF 4.96 FEET TO A POINT ON THE EASTERLY LINE OF SAID TRACT A, SAID POINT BEING THE POINT OF TERMINUS OF SAID CENTERLINE; THE SIDELINES OF SAID 20.00 FOOT WIDE STRIP OF LAND TO BE LENGTHENED OR SHORTENED AS NECESSARY TO INTERSECT THE WESTERLY AND EASTERLY LINES OF SAID TRACT A; CONTAINING 7,136 SQUARE FEET, MORE OR LESS.

SURVEYOR'S S T A T E M E N T*****

THIS EXHIBIT WAS PREPARED UNDER MY SUPERVISION.



03/28/2019

KIRK F. ADKINS, P.L.S.
MONTANA LICENSE NO. 16734LS
FOR WGM GROUP, INC.

DATE

UNLESS SIGNED, SEALED, AND DATED, THIS IS
A PRELIMINARY OR UNOFFICIAL DOCUMENT AND
CANNOT BE RELIED UPON IN WHOLE OR PART.

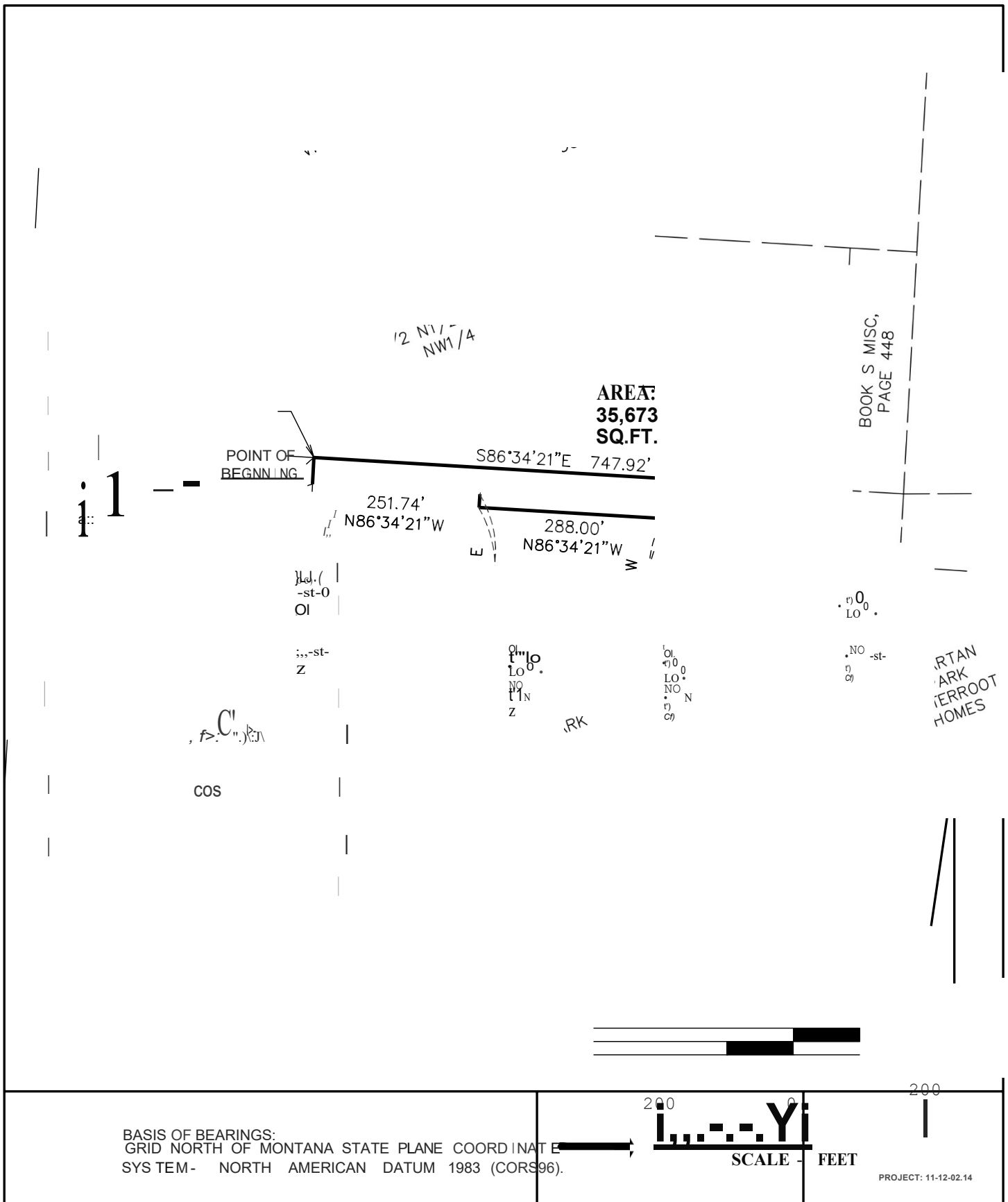


EXHIBIT "B"
LOCATED IN THE NW 1 / 4 OF SECTION 33,
T. 13 N., R. 19 W., P.M., M.
MISSOULA, MONTANA



WGM GROUP
WWW.WGMGROUP.COM

PROJECT: 11-12-02.14
FILE No: 111202.14_access-leg-fg3o.dwg
FILE PATH
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LAYOUT: Sht5
SURVEYED: ---
DESIGN: ---
DRAFT: CEG
APPROVE: KFA
DATE: MARCH 26, 2019
SHEET 5 OF 5 SHEETS



IN THE NW 1 / 4 OF S E C T I O N 33,
T. 13 N., R. 19 W., P.M. M.
MISSOULA, MONTANA

GROUP.COM

LAYOUT: Sht1
SURVEYED: ---
DESIGN:
DRAFT: CEG
APPROVE: KFA
DATE: MARCH 28, 2019
SHEET --1... OF 1 SHEETS

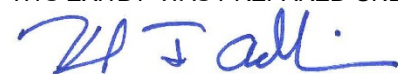
LEGAL DESCRIPTION****

A TRACT OF LAND BEING A PORTION OF PLAY FAIR PARK, A RECORDED SUBDIVISION OF MISSOULA COUNTY, MONTANA; LOCATED IN THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 13 NORTH, RANGE 19 WEST, PRINCIPAL MERIDIAN, MONTANA; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF TRACT A OF CERTIFICATE OF SURVEY NO. 3151, ON FILE AND OF RECORD IN MISSOULA COUNTY, MONTANA; THENCE S 86°34'21" E ALONG THE NORTHERLY LINE OF SAID PLAY FAIR PARK, 747.92 FEET; THENCE S 03°25'39" W, 40.00 FEET; THENCE N 86°34'21" W, 208.00 FEET; THENCE S 03°25'39" W, 20.00 FEET; THENCE N 86°34'21" W, 288.00 FEET; THENCE N 03°25'39" E, 20.00 FEET; THENCE N 86°34'21" W, 251.74 FEET TO A POINT ON THE EASTERLY LINE OF SAID TRACT A; THENCE N 03°09'48" E ALONG SAID EASTERLY LINE, 40.00 FEET TO THE POINT OF BEGINNING; CONTAINING 35,673 SQUARE FEET, MORE OR LESS.

SURVEYOR'S STATEMENT*****

THIS EXHIBIT WAS PREPARED UNDER MY SUPERVISION.



03/28/2018

KIRK F. ADKINS, P.L.S.
MONTANA LICENSE NO. 16734LS
FOR WGM GROUP, INC.

DATE

UNLESS SIGNED, SEALED, AND DATED, THIS IS A PRELIMINARY OR UNOFFICIAL DOCUMENT AND CANNOT BE RELIED UPON IN WHOLE OR PART.



EXHIBIT "C"
LOCATED IN THE NW 1 / 4 OF SECTION 33,
T. 13 N., R. 19 W., P.M., M.
MISSOULA, MONTANA



WGM GROUP
WWW.WGMGROUP.COM

PROJECT: 11-12-02.14
FILE No: 111202.14_access-leg-plp.dwg
FILE PATH
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LAYOUT: Sht1
SURVEYED: ---
DESIGN: ---
DRAFT: CEG
APPROVE: KFA
DATE: MARCH 28, 2019
SHEET 2 OF 2 SHEETS



**COUNTY RESOLUTION NO. 2013-025
CITY RESOLUTION NUMBER 7769**

**A JOINT RESOLUTION OF THE GOVERNING BOARDS AND ADVISORS OF THE
MISSOULA COUNTY AND MISSOULA COUNTY FAIRGROUNDS,
MISSOULA YMCA,
MISSOULA COUNTY PUBLIC SCHOOLS,
UNIVERSITY OF MONTANA AND MISSOULA COLLEGE,
AND THE CITY OF MISSOULA PARKS AND RECREATION
TO ESTABLISH A CENTRAL PARK PARTNERSHIP
FOR THE APPROXIMATELY 160 ACRES OF
PUBLICLY OWNED LANDS IN CENTRAL MISSOULA
(AS BOUNDED BY SOUTH AVENUE, BANCROFT STREET, RUSSELL
STREET, AND PATTEE/MACDONALD AVENUES)**

WHEREAS, approximately 160 acres of centrally located land in Missoula, Montana (CENTRAL PARK) is owned by the residents of our State, County and City for the public benefit and is currently used for schools, parks, recreation, trails, and the county fair [said land is depicted in the map attached hereto]; and

WHEREAS, this publicly-owned acreage is maintained, managed and beneficially used by and for the people through the City of Missoula Parks and Recreation, the Board of County Commissioners, the YMCA (as a long-term tenant), the University of Montana, and Missoula County Public Schools (collectively the PARTNERS); and

WHEREAS, the PARTNERS share similar missions and broad goals in providing quality services to the public through education, recreation, preservation and/or stewardship; and

WHEREAS, coordination, cooperation, and partnerships among the PARTNERS is a strongly supported community value, and can positively impact sustainability and support; and

WHEREAS, the 160 acres of land are currently used in diverse and beneficial ways, but the potential for improving access, efficiencies, quality and other benefits, is enhanced through partnering; and

WHEREAS, greater benefit and increased public support may occur if maintenance, security, utilities, access and other issues pertaining to the stewardship and use of the land are enhanced through establishment of an area-wide plan; and

WHEREAS, open and increased communication by the PARTNERS regarding planning, use, management and stewardship of the 160 acre CENTRAL PARK lands enhances our shared ability to serve citizens more efficiently, and to maximize the use of our publicly-funded resources; and

WHEREAS, the parties support the concept of PARTNERING for planning, programming and public services in the greater 160 acre CENTRAL PARK lands area, and also support the following concepts:

- Identifying the appropriate employee or delegate to act as liaison to the PARTNERSHIP;
- Maximizing use of all facilities by the community and in conjunction with our Partners;

- Sharing resources, including, but not limited to, equipment, parking, staffing, programming and services, where legal and viable to improve efficiencies;
- Planning together to benefit the greater good of the community, while remembering the needs of each PARTNER, (the University of Montana anticipates the eventual transfer of its Missoula College lands within the 160 acres, which will one day be owned and/or managed by another PARTNER and thus commits to considering the future needs of another owner or manager);
- Providing, permitting and promoting public access, specifically pedestrian and bicycle access, in such a way as to increase circulation while improving safety, security and support of the greater area;
- Providing coherent and engaging pedestrian and bicycle access and connectivity, such as shared wayfinding signage and appropriate landscape design implementation, so as to enhance the public perception and access to the 160 acre CENTRAL PARK lands;
- Communicating in a timely fashion project, initiatives, and events that may impact the PARTNERSHIP or one of the PARTNERS;
- Supporting current successful uses and users, if the general public benefits and supports that use;
- Establishing policies, systems and protocols that enhance efficiencies, planning, communications, management, maintenance, access, and use, or that minimizes waste and resource consumption; and
- Gathering information and exchanging ideas among the PARTNERS and communicating regularly to the PARTNERS' elected officials and administrators and to the public at large;

NOW, THEREFORE, BE IT RESOLVED THAT THE GOVERNING BOARDS AND ADVISORS OF MISSOULA COUNTY AND MISSOULA COUNTY FAIRGROUNDS, MISSOULA YMCA, MISSOULA COUNTY PUBLIC SCHOOLS, UNIVERSITY OF MONTANA AND MISSOULA COLLEGE, AND THE CITY OF MISSOULA PARKS AND RECREATION WISH TO ESTABLISH A CENTRAL PARK PARTNERSHIP FOR THE APPROXIMATELY 160 ACRES OF PUBLICLY OWNED LANDS IN CENTRAL MISSOULA (AS BOUNDED BY SOUTH AVENUE, BANCROFT STREET, RUSSELL STREET, AND PATTEE/ MACDONALD AVENUES).

BE IT FURTHER RESOLVED THAT NOTHING IN THIS RESOLUTION OR PARTNERSHIP DIRECTS OR OBLIGATES THE PARTIES (PARTNERS) HERETO BEYOND THE PREPARATION AND CONSIDERATION OF THESE RECOMMENDATIONS.

SIGNED AND ADOPTED THIS _____ DAY OF _____, 2013

MISSOULA COUNTY COMMISSIONERS

MISSOULA COUNTY PUBLIC SCHOOLS

/s/Michele Landquist 03/28/2013
Michele Landquist Date

/s/Toni Rehbein _____
Toni Rehbein, Date
Board of Trustee's Chairperson

/s/Bill Carey 03/28/2013
Bill Carey Date

/s/Alex Apostle _____
Alex Apostle, Date
Superintendent, MCPS

/s/Jean Curtiss 03/28/2013
Jean Curtiss Date

CITY OF MISSOULA PARKS AND RECREATION

UNIVERSITY OF MONTANA

/s/John Enge 03/28/2013
John Engen, Mayor Date
City of Missoula

/s/Hugh Jesse _____
Hugh Jesse Date
Director of Facilities Service

ATTEST:

MISSOULA YMCA

/s/Martha L. Rehbein 03/28/2013
Martha L. Rehbein, CMC _____
City Clerk

/s/Jon Lange _____
Jon Lange, Executive Director Date

CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Missoula, Montana (the "City"), hereby certify that the attached resolution is a true copy of Resolution No. 8345 entitled: **"Resolution Approving a Proposed Project as an Urban Renewal Project for Urban Renewal District III; Making Findings with Respect Thereto; Approving the Use of Tax Increment Revenues or Tax Increment Revenue Bonds to Pay, Reimburse or Finance Eligible Costs Thereof; and Making a Reimbursement Declaration"** (the "Resolution"), on file in the original records of the City in my legal custody; that the Resolution was duly adopted by the City Council of the City on June 10, 2019, and that the meeting was duly held by the City Council 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 Council members voted in favor thereof: 9 ayes, Stacie M. Anderson, Mirtha Becerra, Michelle Cares, John DiBari, Heather Harp, Jordan Hess, Gwen Jones, Bryan von Lossberg, Heidi West; 0 nays; 0 abstentions; and 3 absent, Julie Armstrong, Julie Merritt, Jesse L. Ramos

WITNESS my hand and seal officially this 10th day of June, 2019.

(SEAL)

/s/ Martha L. Rehbein

Martha L. Rehbein
City Clerk

RESOLUTION NO. 8345

Resolution Approving a Proposed Project as an Urban Renewal Project for Urban Renewal District III; Making Findings with Respect Thereto; Approving the Use of Tax Increment Revenues or Tax Increment Revenue Bonds to Pay, Reimburse or Finance Eligible Costs Thereof; and Making a Reimbursement Declaration

BE IT RESOLVED by the City Council (the "Council") of the City of Missoula, Montana (the "City"), as follows:

Section 1. Recitals and Authorizations.

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

1.02. Pursuant to the Act and Ordinance No. 3163 adopted by the Council on December 11, 2000, as amended by Ordinance Nos. 3309 and 3557, adopted on December 12, 2005 and November 9, 2015, respectively, the City has created the City of Missoula Urban Renewal District III as an urban renewal area (the "District") and has approved the City of Missoula Urban Renewal District III Urban Renewal Plan (the "Urban Renewal Plan"), as an urban renewal plan. The Plan provides for the segregation and collection of tax increment revenues with respect to the District in accordance with the provisions of the Act.

1.03. Pursuant to Section 7-15-4288 of the Act, "the connection of the urban renewal area . . . to existing infrastructure outside the area" is a cost for which tax increment financing can be used. The Plan provides that encouraging park development and development of public amenities (including parks and trails) are goals for the District, and specifically authorizes, as urban renewal projects, the construction of various public improvements in the District, including but not limited to parks, trails, plazas and playgrounds.

1.04. The Missoula County Fairgrounds (the "Fairgrounds"), which is owned and operated by Missoula County (the "County"), is located outside of the District, but the north and west boundaries of the Fairgrounds border on the District. The County proposes to undertake the design, engineering and construction of a commuter trail system on and across the Fairgrounds (the "Project"). The Project will connect the District to existing trail, recreational and school infrastructure outside the District, as well as connecting parts of the District to other parts of the District on the north and west sides of the Fairgrounds at the intersection of Russell Street and Fairview Avenue, as well as the intersection of Stephens Avenue and South Avenue.

1.05. The Missoula Redevelopment Agency (the "MRA") has found that the Project is contemplated by the Plan and that the Project is an eligible activity for tax increment financing under Section 7-15-4288 of the Act. Therefore, the MRA recommends that the City approve the

Project as an urban renewal project and that the City finance or reimburse the County for costs of the Project using tax increment of the District.

Section 2. Approval of the Project as an Urban Renewal Project. The Council hereby approves the Project as an urban renewal project under the Act and the Plan. The Project is contemplated by and within the scope of the Plan and is eligible for tax increment financing under the Act.

Section 3. Findings. The Council hereby finds as follows:

- (a) no persons will be displaced from their housing by the Project;
- (b) the Plan and the Project conform to the City's growth policy;
- (c) the Plan and the Project will afford maximum opportunity, consistent with the needs of the City as a whole, for the rehabilitation or redevelopment in the District by private enterprise; and
- (d) taking into account the use of tax increment revenues or the proceeds of tax increment revenue bonds to pay or reimburse the County for costs of the Project, there is expected to be a sound and adequate financial program for the financing of the Project; and
- (e) the Project constitutes an urban renewal project within the meaning of the Act and the Plan.

Section 4. Development Agreement; Use of Tax Increment.

4.01. The City and the MRA will enter into a Development Agreement with the County, a copy of which has been presented to the Council and which is hereby approved (the "Development Agreement"). The Development Agreement is hereby approved in substantially the form attached. The Mayor and the City Clerk and the Chair (or Vice Chair) of the MRA are hereby authorized to execute and deliver the Development Agreement, substantially in the form presented to the Council, with such changes (including to the exhibits attached thereto) as may be approved by the Chair of the MRA, or his or her designee, in consultation with Dorsey & Whitney, LLP, as bond counsel, which approval shall be conclusively determined by the execution thereof.

4.02. The Council hereby approves the use of tax increment revenues or proceeds of tax increment bonds to pay or reimburse the County for costs of the Project, subject to the terms and conditions of the Development Agreement. No further Council action shall be required if the City's obligations under the Development Agreement are to be paid or satisfied with tax increment revenues then on hand and available therefor. If the City's obligations under the Development Agreement are to be financed with proceeds of tax increment revenue bonds, the forms of such bonds and the terms and conditions thereof shall be prescribed by a subsequent resolution or resolutions to be adopted by this Council.

Section 5. Reimbursement Expenditures.

5.01. Regulations. The City may issue tax-exempt bonds in one or more series (the "Bonds") to finance costs of the Project and pay costs associated with the financing. The United States Department of Treasury has promulgated 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 the bonds be issued and the reimbursement allocation made from the proceeds of the 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.

5.02. Prior Expenditures. Other than (i) expenditures to be paid or reimbursed from sources other than the Bonds, (ii) expenditures constituting preliminary expenditures within the meaning of Section 1.150-2(f)(2) of the Regulations, or (iii) expenditures in a "de minimus" amount (as defined in Section 1.150-2(f)(1) of the Regulations), no expenditures for the Project have been paid by the City before the date 60 days before the date of adoption of this Resolution.

5.03. Declaration of Intent. The City reasonably expects that it may reimburse the expenditures made for the Project out of the proceeds of Bonds in an estimated maximum aggregate principal amount of approximately \$1,250,000 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.

5.04. 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.

5.05. Reimbursement Allocations. The City's Finance 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 APPROVED by the City Council of the City of Missoula, Montana, this
10th day of June, 2019.

/s/ John Engen

John Engen
Mayor

Attest: /s/ Martha L. Rehbein

Martha L. Rehbein
City Clerk

(S E A L)