



City Commission Meeting, January 21, 2020 Agenda
2 Park Drive South, Great Falls, MT
Commission Chambers, Civic Center
January 21, 2020
7:00 PM

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL / STAFF INTRODUCTIONS

AGENDA APPROVAL

CONFLICT DISCLOSURE / EX PARTE COMMUNICATIONS

PROCLAMATIONS

1. National Catholic Schools Week and Black History Month

PETITIONS AND COMMUNICATIONS

(Public comment on any matter that is not on the agenda of the meeting and that is within the jurisdiction of the City Commission. Please keep your remarks to a maximum of 3 minutes. When at the podium, state your name and address for the record.)

2. Miscellaneous reports and announcements.

NEIGHBORHOOD COUNCILS

3. Miscellaneous reports and announcements from Neighborhood Councils.

BOARDS AND COMMISSIONS

4. Reappointment/Appointment to the Regional Airport Authority Board.
5. Miscellaneous reports and announcements from Boards and Commissions.

CITY MANAGER

6. Miscellaneous reports and announcements from City Manager.

CONSENT AGENDA

The Consent Agenda is made up of routine day-to-day items that require Commission action. Items may be pulled from the Consent Agenda for separate discussion/vote by any Commissioner.

7. Minutes, January 7, 2020 Commission Meeting
8. Total Expenditures of \$4,871,875 for the period of December 24, 2019 through January 8, 2020, to include claims over \$5000, in the amount of \$4,665,092.
9. Contracts List
10. Accept the bid and approve the Professional Services Agreement with Advanced Engineering and Environmental Services (AE2S) for the Water Plant's Supervisory Control and Data Acquisition (SCADA) Upgrades as outlined in the attached Scope of Services for \$101,700.

11. Approve the Professional Service Agreement with Sanderson Stewart for \$92,700 to prepare the North Great Falls Sub-Area Transportation Study.
12. Resolution 10324 Establishing Residential and Commercial Sanitation Service Collection Rates Effective March 1, 2020

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

PUBLIC HEARINGS

13. Resolution 10327, Declaring a Condition on Certain Property Located at 804 4th Avenue Southwest, a Nuisance, Order the Nuisance be Abated and Authorize City Staff to Force Abatement if Necessary. *Action: Conduct a public hearing and adopt or deny Res. 10327. (Presented by Steve Herrig)*

OLD BUSINESS

NEW BUSINESS

14. Interlocal Agreement between State of Montana Department of Justice (MT DOJ) and the City of Great Falls for necessary infrastructure upgrades to the Statewide Public Safety Communications System. *Action: Approve or deny the agreement. (Presented by Dave Bowen)*
15. Interlocal Agreement between Cascade County and the City of Great Falls to Utilize Cascade County Tower Sites at Pacific Steel & Recycling and Flying J, Inc. locations. *Action: Approve or deny the agreement. (Presented by Dave Bowen)*

ORDINANCES / RESOLUTIONS

16. Resolution 10330, Declaring that the Design Review Board member terms be tolled for the period of November 7, 2018 to December 3, 2019. *Action: Adopt or deny Res. 10330. (Presented by Joseph Cik)*

CITY COMMISSION

17. Miscellaneous reports and announcements from the City Commission.
18. 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.



Item: Reappointment/Appointment to the Regional Airport Authority Board.

From: City Manager's Office

Initiated By: City Commission

Presented By: City Commission

Action Requested: Reappoint/appoint two members to the Regional Airport Authority Board.

Suggested Motion:

1. Commissioner moves:

"I move that the City Commission (reappoint/appoint) _____ and appoint _____ to the Great Falls Regional Airport Authority Board for three-year terms through December 31, 2022."

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

Summary: Sean Hoven was appointed to the Regional Airport Authority Board for a three year-term in January 2014 and reappointed for a second three-year term from January 1, 2017 through December 31, 2019. Because he has served two full terms he will need to be replaced. Vincent Bakke was appointed to the Board for his first three-year term from January 1, 2017 through December 31, 2019. Mr. Bakke is interested and eligible to serve a second term.

Background:

The City began advertising for the vacancies at the beginning of November and needed to advertise again in December due to lack of interest. After the reposting, the City received four applications. Copies of the applications were sent to the Airport Director to inform him of the Special Commission Work Session and proposed interview process. The Applications were also shared with the Current Airport Board Members.

The Airport Authority and the Airport Authority Board does not generally make recommendations on appointing new Board Members, but some of the members have chosen to submit their individual recommendations. Those recommendations have been included for consideration.

The City Commission conducted interviews of the four applicants during a special work session on January 21, 2020.

Purpose

The Regional Airport Authority consists of seven members, four appointed by the City Commission and three appointed by the Cascade County Commission. The Authority serves as the governing and policy setting body for the operation and management of the Great Falls International Airport. Its duties include employing the Airport Director, who hires staff and oversees the day-to-day operations of the Great Falls International Airport.

Continuing members of this board are:

Anthony Aretz (City)

Todd Timboe (City)

Debra Evans (County)

Robert David Smith (County)

Casey LaLonde (County)

Member interested in continuing to serve on the board:

Vincent Bakke

Citizens interested in serving on the board:

Richard Gibbs

Keith Duncan

Scott Reasoner

Justin Wright

Alternatives: The City Commission could chose not to reappoint or appoint any of the candidates and direct staff to continue advertising for other interested candidates.

Attachments/Exhibits:

Email from Vincent Bakke expressing interest in additional term.

Applications

Recommendations from the Airport Board Members

From: [vinnieb007](#)
To: [Krista Artis](#)
Subject: Re: Airport Board term
Date: Friday, October 18, 2019 2:32:18 PM

Hi Krista,

Happy Friday.

Yes, I'd be glad to help out for another 3 years. Hopefully you folks are happy with the work I'm doing on the board. I'm always available to discuss airport issues with the commissioners.

Thanks, Vince

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Krista Artis <kartis@greatfallsmt.net>
Date: 10/18/19 10:07 (GMT-07:00)
To: "'vinnieb007@yahoo.com'" <vinnieb007@yahoo.com>
Subject: Airport Board term

Vincent,

Good Morning. I am reviewing Board member terms and I see that your 3 year term with the Airport Board is set to expire on December 31, 2019. You are eligible to serve another 3 year term if you are interested. Can you please let me know if you are interested in staying on the Board? If you are interested I would ask that the City Commission consider reappointing you to the Airport Board during an upcoming Commission meeting.

Krista Artis

Executive Assistant

City Manager's Office

City of Great Falls

Po Box 5021

Great Falls, Montana

406-455-8450

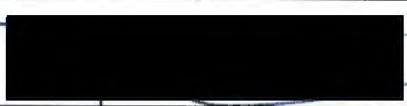
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**BOARDS AND COMMISSIONS
CITIZEN INTEREST FORM**
(PLEASE PRINT OR TYPE)

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

Board/Commission Applying For: Airport Authority		Date of Application: 12/20/2019	
Name: Richard Gibbs			
Home Address: 2301 8th Ave South Great Falls, MT 59405		Email address: richgibbs2301@msn.com	
Home Phone: 761-4035	Work Phone: 453-2344 ext 207	Cell Phone: 750-0928	
Occupation: Director of Maintenance and Operations		Employer: Avmax	
Would your work schedule conflict with meeting dates? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (If yes, please explain)			
Related experiences or background: I have been involved in the aviation industry for 38 years as a licensed FAA mechanic and pilot. I have owned and managed aviation businesses in Great Falls and Dallas, TX. By virtue of my experience, I have gained a solid understanding of Airport operations and the value they provide a community.			
Educational Background: Great Falls High School graduate Helena Vocational-Technical School Graduate (FAA mechanic ratings)			
IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:			
Previous and current service activities: None			
Previous and current public experience (elective or appointive): Unsuccessfully ran for City Commission approximately 20 years ago.			
Membership in other community organizations: None			

Have you ever worked for or are you currently working for the City of Great Falls? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, where and when?	
Do you have any relatives working or serving in any official capacity for the City of Great Falls? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, who, which department, and relationship?	
Have you ever served on a City or County board? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, what board and when did you serve?	
Are you currently serving on a Board? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, which board?	
Please describe your interest in serving on this board/commission? <div style="text-align: center; padding: 10px;"> <p>I have always had an interest in giving back to the community. I feel it is important to share the experience and knowledge we have gained throughout our lives in a positive and constructive manner.</p> </div>	
Please describe your experience and/or background which you believe qualifies you for service on this board/commission? <div style="text-align: center; padding: 10px;"> <p>I have worked on the Great Falls Airport for the past 26 years and before that at airports in Texas. I have gained a real understanding of airport operations and the value they provide to a community. I have seen the good and bad that individuals can bring to these boards. It is important that one accepts these positions with an open mind and the best interest of the citizens of Great Falls at the forefront.</p> </div>	
Additional comments:	
Signature 	Date: <div style="text-align: center; font-family: cursive;">12/20/2019</div>

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

Return this form to:

City Manager's Office
P.O. Box 5021
Great Falls, MT 59403

Fax:
(406) 727-0005


Email:
kartis@greatfallsmt.net



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

Board/Commission Applying For: Airport Authority		Date of Application: 12/19/2019	
Name: Matthew "Scott" Reasoner			
Home Address: 426 Central Av. Apt. 2		Email address: Scott@greatfallsmt.com	
Home Phone: —	Work Phone: 406-452-5311	Cell Phone: 406-798-3300	
Occupation: Professional Sports + Bar / Restaurant		Employer: Great Falls Baseball Club	
Would your work schedule conflict with meeting dates? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (If yes, please explain)			
Related experiences or background: - Board Chair of the Great Falls Area Chamber of Commerce - Work with Tourism for both baseball and large special events			
Educational Background: B.A. in History from DePauw University			
IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:			
Previous and current service activities: - Board Chair Chamber of Commerce - Special Olympics - GFAA Baseball Board - Central MT Tourism Board			
Previous and current public experience (elective or appointive): None			
Membership in other community organizations: Rotary			

Have you ever worked for or are you currently working for the City of Great Falls? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, where and when?	
Do you have any relatives working or serving in any official capacity for the City of Great Falls? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, who, which department, and relationship?	
Have you ever served on a City or County board? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, what board and when did you serve?	
Are you currently serving on a Board? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, which board?	
Please describe your interest in serving on this board/commission? Through my business as well as my position with town and the Center I am greatly aware of the impact the airport has on our community and will find an eager to help it move forward.	
Please describe your experience and/or background which you believe qualifies you for service on this board/commission? I have extensive experience with markets, budgets, food and beverage and contract negotiations. I also have relevant board experience.	
Additional comments:	
Signature 	Date: 12/18/19

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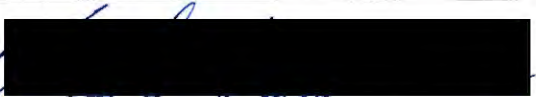
Email:
kartis@greatfallsmt.net



**BOARDS AND COMMISSIONS
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(PLEASE PRINT OR TYPE)

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

Board/Commission Applying For: Regional Airport Authority Board		Date of Application: 12-17-2019	
Name: Keith W Duncan			
Home Address: 3917 15th Ave S, Great Falls, MT 59405		Email address: kduncan632@gmail.com	
Home Phone:	Work Phone: 406-727-8151	Cell Phone: 406-799-0475	
Occupation: Financial Advisor		Employer: Self	
Would your work schedule conflict with meeting dates? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (If yes, please explain)			
Related experiences or background: I have owned and managed several business over the years including my current company KeyStone Planning Group, and assist my wife in the management of her business Happy Tails Lodge.			
Educational Background: Graduated High School, attended college, did not graduate			
IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:			
Previous and current service activities: Past President of NAIFA Central MT, Past President Cascade County Estate Planning Council, Elder in my church, member of Rotary, member of the Foundation Committee at Rotary			
Previous and current public experience (elective or appointive): None			
Membership in other community organizations:			

Have you ever worked for or are you currently working for the City of Great Falls? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, where and when?	
Do you have any relatives working or serving in any official capacity for the City of Great Falls? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, who, which department, and relationship?	
Have you ever served on a City or County board? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, what board and when did you serve?	
Are you currently serving on a Board? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, which board?	
Please describe your interest in serving on this board/commission? The Great Falls International Airport is a critical part of the economic infrastructure of north central Montana. The Regional Airport serves a vast area and the services it provides are extremely important to every person that lives in that area. Having a Regional Airport that is growing, seeking new opportunities and providing top notch service to current customers should be the focus of the Airport Board. The airport is growing and my goal, if I'm asked to serve would be to assist in future growth.	
Please describe your experience and/or background which you believe qualifies you for service on this board/commission? I have spent the majority of my life being in business in central Montana. I have seen the economy grow and I've it seen shrink. I believe the Regional Airport is vital to the future growth of our community and region. I have no direct relationship with aviation but I know how important the aviation industry is to every facet of life today. Without services like commercial air travel, overnight delivery and air freight, private aviation, and the flying mission of the Montana Air National Guard our community would really struggle. I am available for an interview and would be pleased and honored to serve.	
Signature 	Date: 12/18/2019

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



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

Board/Commission Applying For: Great Falls Airport Authority Board		Date of Application: 20 December, 2019	
Name: Justin Wright			
Home Address: 3314 2 nd Ave N, Great Falls, MT 59401		Email address: jd.wright@live.com	
Home Phone: 563.571.8298			
Occupation: Nuclear Missile Operations Officer		Employer: United States Air Force	
Would your work schedule conflict with meeting dates? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (If yes, please explain) I work 24hr duty cycles, but with advance notice I can clear my schedule to be in attendance at meetings.			
Related experiences or background: I possess a baccalaureate degree in airport management and relevant experience at large and small FAA Part 139 certificated airports. I have experience in landside, airside, and terminal operations as well as significant experience in the private and military sectors.			
Educational Background: I have a Bachelor of Business Administration degree with a major in airport management from the University of North Dakota.			
IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:			
Previous and current service activities: I am the military liaison for the Great Falls LGBTQ+ Center and a volunteer for Family Promise of Great Falls. I have been involved in the performing arts in each city I've lived and I continue that tradition here in Great Falls.			
Previous and current public experience (elective or appointive): I have not yet held any publicly appointed or elected positions.			
Membership in other community organizations: I am not currently a member of any community organizations, but I am the president of my squadron's booster club.			

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

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

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

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

Please describe your interest in serving on this board/commission? It is my desire to bring my experience, vision, and unique outlook to the Board to further the success of the Airport and the region it serves. By leveraging my experience in aviation, the military, and corporate organizations I can provide valuable insight to the Board. I wish to become more involved in the Great Falls community in order to support sustainable and quality growth of commerce and recreation in the community and region.

Please describe your experience and/or background which you believe qualifies you for service on this board/commission? In addition to my experience in airport operations and administration, I am a certified member (C.M.) of the American Association of Airport Executives.

Additional comments: Please find my resume attached. I look forward to meeting with the Board in person to further discuss the future success of the Great Falls International Airport.

Signature



Date:

20 December, 2019

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P.O. Box 5021
Great Falls, MT 59403

Fax:
(406) 727-0005

Email:
kartis@greatfallsmt.net

JUSTIN D. WRIGHT, C.M.

jd.wright@live.com
3314 2nd Ave N

563.571.8298
Great Falls, MT 59401

EDUCATION

University of North Dakota
Bachelor of Business Administration
Major: Airport Management

Class of 2014
Grand Forks, ND

EXPERIENCE

Nuclear Missile Operations Officer, United States Air Force

April 2017-Present
1st Lieutenant

- Process nuclear employment directives from POTUS or Joint Chiefs of Staff
- Maintain around the clock operational capability for nuclear missiles
- Respond and mitigate threats by notifying and coordinating security forces
- Meet and exceed personal and corporate standards for job performance and physical fitness
- Coordinate planned and unplanned maintenance on missiles and equipment

Airport Operations Specialist, Greater Rockford Airport Authority
Chicago-Rockford International Airport (KRFD)

September 2015-April 2017
Rockford, IL

- Perform FAR Part 139 airfield, perimeter, and airport area inspections
- Ensure compliance with other state and federal regulations including 1542 and 77
- Conduct periodic safety inspections of tenant-owned equipment, followed up on discrepancies
- Maintain integrity and compliance of credentialing materiel, process badge applications
- Provide customer service to passengers, tenants, and other airport users

Airport Duty Manager Intern, Port of Seattle
Seattle Tacoma International Airport (KSEA)

June 2014-July 2015
Seattle, WA

- Inspected terminal areas, report and follow up on discrepancies
- Responded to aid calls in the terminal and airport grounds and complete reports
- Coordinated access to aircraft movement area with air traffic control and ground personnel
- Conducted inspections to assure compliance with FAR Part 139 and airport certification standards
- Assisted passengers with way finding around the terminal and provide guidance in other matters
- Collaborated with other airport stakeholders to provide superior operations and customer service

SKILLS/LICENSES/CERTIFICATES

- Top Secret Security Clearance
- NIMS training courses: ICS 100, 200, 300, 400, 700, and 800
- Certified Member, American Association of Airport Executives
- Extensive experience with Microsoft Office Suite
 - Advanced-level training in Microsoft Excel including PivotTables, statistics, and Macros
- FAA Private Pilot Airplane Single-engine Land

INVOLVEMENT/AWARDS

- Volunteer, Family Promise of Great Falls
- Military Liaison, Great Falls LGBTQ+ Center

From: [John Faulkner](#)
To: [Krista Artis](#)
Subject: RE: Applications for Airport Board
Date: Monday, December 23, 2019 10:46:53 AM

I also sent the applications on to the Board and asked if they would like to provide any comments. I will let you know what I hear back.

Thanks!
JF

From: Krista Artis <kartis@greatfallsmt.net>
Sent: Monday, December 23, 2019 10:27 AM
To: John Faulkner <john@flygtf.com>; Lara Tait <lara@flygtf.com>; Alissa Taylor <info@flygtf.com>
Cc: Charles Anderson <canderson@greatfallsmt.net>; Greg Doyon <gdoyon@greatfallsmt.net>; Vince Bakke (vinnieb007@gmail.com) <vinnieb007@gmail.com>
Subject: RE: Applications for Airport Board

That is good to know. Did you want the Airport Board to review the applications and make a recommendation on the others? I know they haven't in the past but they are always welcome to do so. Krista

From: John Faulkner <john@flygtf.com>
Sent: Monday, December 23, 2019 10:25 AM
To: Krista Artis <kartis@greatfallsmt.net>; Lara Tait <lara@flygtf.com>; Alissa Taylor <info@flygtf.com>
Cc: Charles Anderson <canderson@greatfallsmt.net>; Greg Doyon <gdoyon@greatfallsmt.net>; Vince Bakke (vinnieb007@gmail.com) <vinnieb007@gmail.com>
Subject: RE: Applications for Airport Board

Thanks Krista,

Just an FYI, in the past we have disclosed business relationships with applicants. I believe Rich Gibbs is still one the senior managers at Avmax, which is one of our larger tenants. I think in the past we have said larger tenants like Holman might be conflicted on the Airport Board. With debt on their hangar expiring, the Board will consider a number of changes to their agreements in the next three years. Just something to consider.

Merry Christmas,
John

From: Krista Artis <kartis@greatfallsmt.net>
Sent: Monday, December 23, 2019 9:47 AM
To: Lara Tait <lara@flygtf.com>; Alissa Taylor <info@flygtf.com>; John Faulkner <john@flygtf.com>
Cc: Charles Anderson <canderson@greatfallsmt.net>; Greg Doyon <gdoyon@greatfallsmt.net>

Subject: Applications for Airport Board

Good Morning,

The posting for the Airport Board closed on Friday. Attached are the 4 applications. The City Commission is scheduled to hold interviews for the candidates on January 21st at 4:00 in the Gibson Room. Please let me know if you have questions or concerns. Krista

Krista Artis

Executive Assistant
City Manager's Office
City of Great Falls
Po Box 5021
Great Falls, Montana
406-455-8450

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From: [John Faulkner](#)
To: [Krista Artis](#)
Subject: FW: Applications for Airport Board
Date: Tuesday, December 24, 2019 11:07:45 AM

Hi Krista,

I will forward you the three replies I have so far. Not sure how to do that without three emails, sorry. I know Deb Evans is out of the country so I may not get many more. Generally, I think the Board is very well balanced. We have three members that are currently or recently were military. We have three with general aviation experience. We have a banker and an accountant. We have at least three that fly commercially every month. Real balanced group. As such, I don't think anyone has any strong recommendations.

Merry Christmas,
John

From: lalondecasey <lalondecasey@gmail.com>
Sent: Monday, December 23, 2019 6:30 PM
To: John Faulkner <john@flygtf.com>; Anthony Aretz <aretzgairport@gmail.com>; Debra Evans (debkevans1@gmail.com) <debkevans1@gmail.com>; Robert D. Smith (rdsmith.gtfa@bridgemail.com) <rdsmith.gtfa@bridgemail.com>; Sean Hoven (seanhoven@hotmail.com) <seanhoven@hotmail.com>; Todd Timboe (tjtimboe@gmail.com) <tjtimboe@gmail.com>; Vince Bakke (vinnieb007@gmail.com) <vinnieb007@gmail.com>
Subject: RE: Applications for Airport Board

Hi all,

I do not know any of the applicants personally, but taken at face value I think that Scott Reasoner and his connections would certainly be valuable and his experience would add to range of expertise on the board.

Merry Christmas to all!

Casey

From: [John Faulkner](#)
To: [Krista Artis](#)
Subject: FW: Applications for Airport Board
Date: Tuesday, December 24, 2019 11:08:06 AM

Number 2

From: Anthony Aretz <aretzgfairport@gmail.com>
Sent: Monday, December 23, 2019 1:51 PM
To: John Faulkner <john@flygtf.com>; 'Casey Lalonde' <lalondcasey@gmail.com>; 'Debra Evans' <debkevans1@gmail.com>; 'Robert D. Smith' <rdsmith.gtfia@bridgemail.com>; 'Sean Hoven' <seanhoven@hotmail.com>; 'Todd Timboe' <tjtimboe@gmail.com>; 'Vince Bakke' <vinnieb007@gmail.com>
Subject: RE: Applications for Airport Board

The only candidate I know is Scott. He would be great since he is very involved in the community and keeps a great pulse on things.

Tony

From: [John Faulkner](#)
To: [Krista Artis](#)
Subject: FW: Applications for Airport Board
Date: Tuesday, December 24, 2019 11:08:27 AM

Number 3!

From: Todd Timboe <tjtimboe@gmail.com>
Sent: Monday, December 23, 2019 11:13 AM
To: John Faulkner <john@flygtf.com>
Subject: Re: Applications for Airport Board

Hi John - I don't know any of the four, so I don't have a preference. Tying into the Chamber makes sense to me. Thanks.

Get [Outlook for iOS](#)

From: [John Faulkner](#)
To: [Krista Artis](#)
Subject: FW: FW: Applications for Airport Board
Date: Thursday, January 2, 2020 10:42:07 AM

One more comment from Commissioner Evans.

Thanks,
John

From: Debra Evans <debkevens1@gmail.com>
Sent: Tuesday, December 31, 2019 3:43 PM
To: John Faulkner <john@flygtf.com>
Cc: Anthony Aretz <aretzgairport@gmail.com>; Casey Lalonde (lalondecasey@gmail.com) <lalondecasey@gmail.com>; Robert D. Smith (rdsmith.gtfa@bridgemail.com) <rdsmith.gtfa@bridgemail.com>; Sean Hoven (seanhoven@hotmail.com) <seanhoven@hotmail.com>; Todd Timboe (tjtimboe@gmail.com) <tjtimboe@gmail.com>; Vince Bakke (vinnieb007@gmail.com) <vinnieb007@gmail.com>
Subject: Re: FW: Applications for Airport Board

Probably too late...but I know Scott and Keith. I do not know the other two. I think either of the two I know would be good board authority members.

On Mon, Dec 23, 2019, 10:15 AM John Faulkner <john@flygtf.com> wrote:

Fyi.

Thanks,
John

From: Krista Artis <kartis@greatfallsmt.net>
Sent: Monday, December 23, 2019 9:47 AM
To: Lara Tait <lara@flygtf.com>; Alissa Taylor <info@flygtf.com>; John Faulkner <john@flygtf.com>
Cc: Charles Anderson <canderson@greatfallsmt.net>; Greg Doyon <gdoyon@greatfallsmt.net>
Subject: Applications for Airport Board

Good Morning,
The posting for the Airport Board closed on Friday. Attached are the 4 applications. The City Commission is scheduled to hold interviews for the candidates on January 21st at 4:00 in the Gibson Room. Please let me know if you have questions or concerns. Krista

Krista Artis

Executive Assistant
City Manager's Office

City of Great Falls
Po Box 5021
Great Falls, Montana
406-455-8450

City of Great Falls e-mails may be subject to Montana's Right To Know law (Article II Sec 9, Montana Constitution) and may be a Public Record (2-6-1002, M.C.A.) and available for public inspection.

From: [Debra Evans](#)
To: [Krista Artis](#)
Subject: GFIAA Board Appointment
Date: Friday, January 10, 2020 1:39:23 PM

Hello, Krista: John has updated us on the City's appointment process and I would like to just send a couple of comments.

First, it would be a rare individual who would fully comprehend the complexities of the Airport operations, the airline industry and certainly, the workings of the FAA after a single 3 year term. I personally felt much more comfortable in my second term and I am in fact, in my third term now. The authority has discussed the topic of terms several times over the years. So, I am definitely in favor of 2 term appointments.

Secondly, I intended to nominate Vince Bakke to serve as the Chair in this new board year at the January meeting. In my opinion, he is experienced and knowledgeable about the industry and is a good contributor to our discussions. I did not know Vince at all prior to his first appointment.

That's the two items I would like to share now with you, Greg and the Commissioners.

Thank you and stay warm!

Deb Evans

JOURNAL OF COMMISSION PROCEEDINGS
January 7, 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. Also present were the City Manager Greg Doyon and Deputy City Manager Chuck Anderson; City Clerk Lisa Kunz; Public Works Director Jim Rearden; Planning and Community Development Director Craig Raymond; Finance Director Melissa Kinzler; City Attorney Sara Sexe; and, Police Chief Dave Bowen.

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

CONFLICT DISCLOSURE/EX PARTE COMMUNICATIONS: None.

PETITIONS AND COMMUNICATIONS

1. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

Jeni Dodd, 3245 8th Avenue North, read a prepared statement wherein she took exception to certain comments made previously by two Commission members. She also suggested a public comment process that provides for public responses to Commission comments.

Brett Doney, Great Falls Development Authority, 405 3rd Street NW, Suite 203, extended an invitation to the Ignite 2020 event, January 10, 2020, 7:30 a.m. at Meadowlark Country Club.

Daniel Hartzell, 601 Central Avenue, suggested poisoning as a means to eliminate the pigeon problem at the fire-damaged building on Central Avenue that was purchased by Alluvion Health, and he noted sidewalk safety concerns on Central Avenue.

NEIGHBORHOOD COUNCILS

2. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

None.

BOARDS & COMMISSIONS

3. REAPPOINTMENT/APPOINTMENT TO THE GREAT FALLS PLANNING ADVISORY BOARD/ZONING COMMISSION.

JOURNAL OF COMMISSION PROCEEDINGS

January 7, 2020

Commissioner Moe moved, seconded by Commissioner Robinson, that the City Commission appoint Laura Vukasin and Charles Pankratz to the Great Falls Planning Advisory Board/Zoning Commission for three-year terms through December 31, 2022.

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

Commissioner Tryon noted he would support the motion, but expressed reservations about Ms. Vukasin's position as President of Marketing at Prairie Mountain Bank and the possible future appearance of conflicts of interest because of clients or board members that serve on the Prairie Mountain Bank board.

He hopes all appointed members to boards and commissions would be sensitive to even the appearance of conflicts that come before them in meetings.

Commissioner Robinson thanked Michael Wedekind for his service.

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

Motion carried 5-0.

4. REAPPOINTMENT TO THE CASCADE COUNTY CONSERVATION DISTRICT BOARD OF SUPERVIORS.

Commissioner Robinson moved, seconded by Commissioner Tryon, that the City Commission reappoint John Chase to a three-year term through December 31, 2022, to the Cascade County Conservation District Board of Supervisors.

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

Mayor Kelly noted that Mr. Chase has served on the Board since February, 2003.

Commissioner Moe noted discrepancies between the agenda report and Board recommendation letter pertaining to the number of years Mr. Chase has served on this Board, and that he has been on this Board for a long time.

She would like to see positions opened up more as a matter of course for other people to serve.

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

Motion carried 5-0.

5. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS FROM BOARDS AND COMMISSIONS.

JOURNAL OF COMMISSION PROCEEDINGS

January 7, 2020

As Chairman of the Complete Count Committee, Commissioner Robinson provided the following announcements regarding Census 2020:

- There are 73 days until the census is taken on April 1, 2020.
- Twenty-two people serve on the Complete Count Committee.
- There are six more Committee meetings: one in January, two in February and March, and one in April.
- The education phase started last August, and the Committee is now moving into the awareness phase.
- He learned today that how the Hutterite colonies will be counted was resolved favorably.
- Census jobs are available at \$19.50/hr with flexible hours and training.

CITY MANAGER

6. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

City Manager Greg Doyon wished everyone a happy New Year, and to think about the successes of last year. He is excited about the city's current position and where it is going.

He thanked Brett Doney and the Great Falls Development Authority (GFDA) for the invitation to participate in the Ignite event, but he was unable to come up with projects that fit what GFDA was looking for.

Manager Doyon provided the following announcements:

- The DEQ tri-annual water plant inspection was completed in December without any issues or suggestions for improvement.
- The Park and Recreation Department is wrapping up year one Park Maintenance District projects: Gibson Park restroom renovation; Jaycee Park projects will begin in the spring; and, the Gibson Park Trail overlay project will be re-bid due to not receiving any bids the first time. Major projects for year two include: irrigation upgrades in the parks, improvements to Elks Riverside Trail and Oddfellows Park restroom, and some forestry equipment and staff. Staff is recommending that year one appropriations that were not spent on identified projects be repurposed for additional improvements to include a playground at Grande Vista Park, improvements to the basketball courts at Gibson Park, repairs and various tree plantings.
- The Park and Recreation Department will be hosting the Electric City Winter Classic Basketball Tournament with 95 teams participating, 70 of which are from out of town. The tournament was full the first week in December, and 30-40 teams have since had to be turned away.
- A City Commission retreat is scheduled for January 27, 2020, hosted at the Fire Training Center from 1:00-4:30 p.m. Mark Willmarth will facilitate the retreat.

JOURNAL OF COMMISSION PROCEEDINGS

January 7, 2020

- Dan Clark with the MSU-Local Government Center will be here to do board, commission and council training in the Missouri Room on February 25 and 26, 2020, from 5:30-8:30 p.m., as well as Commission training in the afternoon of February 25th.
- Twenty-seven applications have been received for City 101 that is scheduled to begin on January 29, 2020. Commission member attendance is requested at the first and last session.

Planning and Community Development Director Craig Raymond reported that a Town Hall meeting to discuss the development review process is scheduled tomorrow in the Commission Chambers from 3:00-5:00 p.m. Interested groups involved in the development community are encouraged to attend. Staff has been working on the development review process the past year. Highlights will include changes to the parking and landscaping codes, Engineering and Planning Department fees, the storm water program, and others.

Manager Doyon clarified that the February 25 and 26 evening training sessions are the same, with the choice to attend either day.

CONSENT AGENDA.

7. Minutes, December 17, 2019, Commission meeting.
8. Total expenditures of \$4,280,001 for the period of November 15, 2019 through December 24, 2019, to include claims over \$5,000 in the amount of \$3,909,910.
9. Contracts list.
10. Approve the declaration of equipment/materials as surplus and authorize sale thereof.
11. Approve the Amendment No. 1 in the amount of \$65,285 to Thomas Dean & Hoskins Engineering (TD&H) for the Water Main Crossings under Upper Missouri River and Sun River, and authorize the City Manager to execute the contract documents. **OF 1494.6 (CR: 060518.13)**
12. Approve the final payment for the South Great Falls Storm Drain Improvements (North Basin) project, in the amount of \$102,418.07 to United Materials of Great Falls, Inc., and \$1,034.53 to the State Miscellaneous Tax Fund and authorize the City Manager to execute the necessary documents and to make the payments. **OF 1554.4**
13. Approve the final payment for Encino Drive/Grande Vista 2 Street Repairs Phase I project, in the amount of \$27,235.32 to United Materials of Great Falls, Inc., and \$275.10 to the State Miscellaneous Tax Fund and authorize the City Manager to execute the necessary documents and to make the payments. **OF 1679.7**

JOURNAL OF COMMISSION PROCEEDINGS

January 7, 2020

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

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

Jeni Dodd, 3245 8th Avenue North, commented that the minutes and agenda of the Commission's prior meeting do not contain the Memorandum of Understanding (MOU) mentioned in regards to Resolution 10326, and should be part of the public record.

Mayor Kelly noted that the MOU is mentioned in the minutes, but the actual agreement may be a separate item. He inquired if those are often included in minutes.

City Clerk Lisa Kunz responded that she did not attend that meeting and would follow up with the Commission.

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

Motion carried 5-0.

PUBLIC HEARINGS

OLD BUSINESS

NEW BUSINESS

ORDINANCES/RESOLUTIONS

CITY COMMISSION

14. APPOINTMENT OF MAYOR PRO-TEMPORE.

Mayor Kelly moved, seconded by Commissioner Robinson, that the City Commission appoint Commissioner Moe to serve as Mayor Pro-Tempore, effectively immediately, for a two-year term or until the City Commission has held an election.

Mayor Kelly asked if there were any comments from the public. Hearing none, Mayor Kelly asked if there was any discussion amongst the Commissioners.

Mayor Kelly commented that a mayor pro-tempore is called upon to assume the role of mayor in his absence, and also includes testimony around the state and a good knowledge of government in general. Commissioner Moe is more than qualified to serve as mayor pro-tempore.

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

Motion carried 5-0.

JOURNAL OF COMMISSION PROCEEDINGS

January 7, 2020

15. APPOINTMENTS TO THE GREAT FALLS CITIZEN'S COUNCIL.

Mayor Kelly moved, seconded by Commissioner Robinson, that the City Commission appoint Mayor Kelly and Commissioner Moe to serve on the Great Falls Citizen's Council, also known as the Council of Councils, for the January 28, 2020 meeting, and to reserve appointments to the balance of the meetings throughout the year until such notice is required.

Mayor Kelly asked if there were any comments from the public. Hearing none, Mayor Kelly asked if there was any discussion amongst the Commissioners.

Commissioner Houck commented that she is available on January 28th, but is not sure about her availability on the other dates.

Commissioner Moe moved, seconded by Mayor Kelly, to amend the motion before the Commission to replace Commissioner Moe's name with that of Commissioner Houck's name.

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, as amended, carried 5-0.

16. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

Commissioner Moe expressed appreciation for the service of Curtis Ammondson, former mayor of Great Falls, and condolences to the family for their loss. She cited a poem by A.E. Housman and a 70-year old *Tribune* article about Curt playing senior basketball for the Fairfield Eagles.

17. COMMISSION INITIATIVES.

Mayor Kelly discussed violent incidents and emergency personnel injuries that have occurred in the community over the past six months. As a community we ask ourselves, "what is going on and how do we respond to that."

He requested the Fire Chief and Police Chief to be available for a conversation at a public forum to allow residents to show appreciation to police and fire personnel and to have a discussion about challenges, potential solutions, and individual and community resources to help us all do better. He doesn't want Great Falls known or have the community think of itself as a community where these types of incidents are accepted and normal.

Mayor Kelly received the support of the Commissioners to instruct the City Manager to come up with a public meeting date with the Fire Chief and Police Chief within the next 60 days. He wants it to be an opportunity to get together to talk with public safety and mental health professionals, and to figure out how we can bring pressures to bear in the right places to help us solve these issues.

JOURNAL OF COMMISSION PROCEEDINGS
January 7, 2020

ADJOURNMENT

There being no further business to come before the Commission, **Commissioner Moe moved, seconded by Mayor Kelly, to adjourn the regular meeting of January 7, 2020, at 7:42 p.m.**

Motion carried 5-0.

Mayor Bob Kelly

City Clerk Lisa Kunz

Minutes Approved: January 21, 2020



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

PRESENTED BY: Finance Director

ACTION REQUESTED: Approval with Consent Agenda

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

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

ACCOUNTS PAYABLE CHECK RUNS FROM DECEMBER 25, 2019 - JANUARY 8, 2020	4,870,659.99
MUNICIPAL COURT ACCOUNT CHECK RUN FOR DECEMBER 24, 2019 - DECEMBER 31, 2019	1,215.45

TOTAL: \$ 4,871,875.44

GENERAL FUND

OTHER ADMIN

CASCADE COUNTY HEALTH DEPT	ANNUAL CONTRIBUTION TO CITY COUNTY HEALTH DEPT	125,000.00
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FIRE

FALLS MECHANICAL LLC	OF 1727.5 FIRE STATION SEWER REHAB.	5,300.00
MISSOULA RURAL FIRE DEPARTMENT	HMEP SAC GRANT REIMBURSEMENT	5,537.99
CITY OF BILLINGS	HMEP SAC GRANT REIMBURSEMENT	6,913.81
CITY OF MISSOULA	HMEP SAC GRANT REIMBURSEMENT	7,370.61

SPECIAL REVENUE FUND

STREET DISTRICT

JAMES TALCOTT CONSTRUCTION, INC	OF 1733.5 PW FACILITY IMPROVMENTS (SPLIT AMONG FUNDS)	113,239.00
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SUPPORT & INNOVATION

GREAT FALLS BUSINESS IMPROVEMENT DISTRICT	NOVEMEER 2019 BID ASSESSMENT TAX DISTRIBUTION	103,331.54
GREAT FALLS TOURISM BUSINESS IMPROVEMENT DISTRICT	TBID NOVEMBER 2019 REIMBURSEMENT	369,587.50

DEBT SERVICE

SOCCER PARK GO BONDS

US BANK NATIONAL ASSOCIATION	DEBT SERVICE	8,824.38
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GENERAL OBLIGATION TAXABLE BONDS

US BANK NATIONAL ASSOCIATION	DEBT SERVICE	6,772.50
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WEST BANK TID BONDS

US BANK NATIONAL ASSOCIATION	DEBT SERVICE	11,177.50
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US BANK NATIONAL ASSOCIATION	DEBT SERVICE	41,905.00
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ENTERPRISE FUNDS

WATER

US BANK NATIONAL ASSOCIATION	DEBT SERVICE	9,592.50
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US BANK NATIONAL ASSOCIATION	DEBT SERVICE	85,823.67
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US BANK NATIONAL ASSOCIATION	DEBT SERVICE	100,970.00
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US BANK NATIONAL ASSOCIATION	DEBT SERVICE	130,750.00
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US BANK NATIONAL ASSOCIATION	DEBT SERVICE	274,162.50
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US BANK NATIONAL ASSOCIATION	DEBT SERVICE	319,100.00
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US BANK NATIONAL ASSOCIATION	DEBT SERVICE	320,362.50
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THATCHER CO OF MONTANA	CHEMICALS	24,677.07
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STATE OF MONTANA	COMMUNITY CONNECTION FEE	43,904.00
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SEWER

US BANK NATIONAL ASSOCIATION	DEBT SERVICE	9,461.25
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US BANK NATIONAL ASSOCIATION	DEBT SERVICE	115,965.00
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US BANK NATIONAL ASSOCIATION	DEBT SERVICE	213,805.00
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US BANK NATIONAL ASSOCIATION	DEBT SERVICE	236,700.00
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US BANK NATIONAL ASSOCIATION	DEBT SERVICE	340,510.00
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BOLAND DRILLING	OF 1731.1 SEPTAGE RECEIVING STATION	80,722.47
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STORM DRAIN

US BANK NATIONAL ASSOCIATION	DEBT SERVICE	104,277.75
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US BANK NATIONAL ASSOCIATION	DEBT SERVICE	142,713.75
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US BANK NATIONAL ASSOCIATION	DEBT SERVICE	152,662.50
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DALI LLC	OF 1658.1 CMATP TIF PH III ANNEXATION	31,136.00
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FEE REFUND		
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911 DISPATCH CENTER

CENTURYLINK	DECEMBER 2019 CHARGES	5,848.81
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INTERNAL SERVICES FUND

INFORMATION TECHNOLOGY

CDW GOVERNMENT	VERITAS BACKUP EXEC	6,164.84
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CENTRAL GARAGE

MOUNTAIN VIEW CO-OP	FUEL	14,831.56
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PUBLIC WORKS ADMINISTRATION

JAMES TALCOTT CONSTRUCTION, INC	OF 1733.5 PW FACILITY IMPROVEMENTS (SPLIT AMONG FUNDS)	11,885.27
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TRUST AND AGENCY

ULRRWSD AGENCY PHASE 1

US BANK NATIONAL ASSOCIATION	DEBT SERVICE	12,565.00
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ULRRWSD AGENCY PHASE 2

US BANK NATIONAL ASSOCIATION	DEBT SERVICE	8,781.25
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ULRRWSD AGENCY PHASE 3

US BANK NATIONAL ASSOCIATION	DEBT SERVICE	5,532.50
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PAYROLL CLEARING

STATE TREASURER	MONTANA TAXES	52,272.00
ICMA RETIREMENT TRUST	EMPLOYEE CONTRIBUTIONS	8,127.74
FIREFIGHTER RETIREMENT	FIREFIGHTER RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	57,237.75
STATEWIDE POLICE RESERVE FUND	POLICE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	70,989.52
PUBLIC EMPLOYEE RETIREMENT	PUBLIC EMPLOYEE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	139,807.13
US BANK	FEDERAL TAXES, FICA & MEDICARE	216,716.41
AFLAC	EMPLOYEE CONTRIBUTIONS	9,572.77
LABORERS INTERNATIONAL UNION	EMPLOYEE CONTRIBUTIONS	28,223.46
WESTERN CONF OF TEAMSTERS	EMPLOYEE CONTRIBUTIONS	18,450.42
MONTANA OE - CI TRUST FUND	EMPLOYEE CONTRIBUTIONS	28,802.70
NATIONWIDE RETIREMENT SOLUTIONS	EMPLOYEE CONTRIBUTIONS	16,029.74
MONTANA MUNICIPAL INTERLOCAL AUTHORITY	4TH QUARTER WORKMAN'S COMPENSATION	293,781.49

STREET LIGHTING DISTRICTS

TYLER TECHNOLOGIES	TAXATION AND BILLING SYSTEM SUPPORT 2/1/20-1/31/21	7,961.52
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UTILITY BILLS

NORTHWESTERN ENERGY	DECEMBER 2019 SLD CHARGES	85,529.19
NORTHWESTERN ENERGY	OCTOBER 2019 TRANSMISSION CHARGES	13,305.46
NORTHWESTERN ENERGY	NOVEMBER 2019 WATERPLANT CHARGES	10,419.70

CLAIMS OVER \$5000 TOTAL:	\$	<u>4,665,092.02</u>
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COMMUNICATION TO THE CITY COMMISSION

DATE: January 21, 2020

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

PRESENTED BY: Darcy Dea, Deputy City Clerk

ACTION REQUESTED: Ratification of Contracts through the Consent Agenda

MAYOR'S SIGNATURE: _____

CONTRACTS LIST

	DEPARTMENT	OTHER PARTY (PERSON OR ENTITY)	PERIOD	AMOUNT	PURPOSE
A	Park and Recreation	Thomas Dean & Hoskins (TD&H) Engineering	01/21/2020-11/30/2020	NA	Addendum 1 to Professional Services Agreement for West Bank Canoe Launch Project to extend the effective termination date OF 1585.10 (CR 071619.9F)
B	Public Works/Engineering	DALI, LLC	Permanent	\$1.00	Three Utility Easements located on Lots 8A & 11 and two easements on Lot 12 of the Great Bear No. 2 Subdivision – Phase II, located in the Northwest and Northeast Quarter of Section 30, T21N, R4E, P.M.M. OF 1658.1

C	Public Works/ Engineering	DALI, LLC	Permanent	\$1.00	Utility Easement located in Parcel 2 of Certificate of Survey No. 5076, located in the Northwest Quarter of Section 29, T21N, R4E, P.M.M and 10' & 120' wide temporary construction easements OF 1658.1
D	Public Works/ Central Garage	Tolan Distributing, Inc.	01/21/2020- 01/31/2023	\$16,323.80 estimate per year	2020 Lubricants Agreement: estimated purchase of 1,300 gallons of Motor Oil 15W40 – \$6.39/gallon; 500 gallons of Motor Oil Dexos or equivalent – \$7.59/gallon; 1,000 gallons of Hydraulic Oil - \$4.07/gallon
E	Park and Recreation	Optum Health Care Solutions, LLC.	01/21/2020- 120 days written notice	Reimbursement based on eligible participation	Fitness Passport Service Agreement for individual supplement insurance assistance for health memberships at the Community Recreation Center and aquatic facilities
F	Public Works/ Engineering	Nelson Architects	01/21/2020- 07/08/2020	\$1,454.75	Amendment No. 1 to Professional Services Agreement increasing the contract amount for the repair and rehabilitation of the Public Works Building #1 that was damaged by a fire OF 1744 (CR OF 1733.5; 071619.9D)



Item: Purchase of Ignition SCADA software.
From: Water Treatment Plant
Initiated By: Public Works Department
Presented By: Jim Rearden, Director of Public Works
Action Requested: Approval of Bid.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (accept/not accept) the bid and approve the Professional Services Agreement with Advanced Engineering and Environmental Services (AE2S) for the Water Plant’s Supervisory Control and Data Acquisition (SCADA) Upgrades as outlined in the attached Scope of Services for \$101,700.”

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

Staff Recommendation: Staff recommends that the City Commission approve the Water Plant SCADA Upgrades Agreement in the amount of \$101,700.

Summary: A SCADA system is essential in monitoring treatment chemicals and contaminants in water treatment; enables remote control of treatment equipment; and creates and maintains precise records as required by the State Department of Environmental Quality.

The Water Plant’s current WonderWare SCADA software is in need of instrument and control integration, as well as software upgrades. These costs are estimated at \$94,125.88. While the initial cost to convert to Ignition is \$101,700.00, the support fee savings the first year is estimated to be \$17,000. Along with saving thousands of dollars in annual support fees each year, conversion to Ignition would provide the Plant with local responsive support.

With the support fee for WonderWare already paid thru December 2020, SCADA control, monitoring, and reporting would continue while converting to Ignition.

Fiscal Impact: Funds from the Water Plant’s Building Improvement budget would cover this needed improvement.

Alternatives: The Commission could choose to not approve purchase. The current software, WonderWare SCADA, would need to be upgraded in order to be compatible with recent plant upgrades and DEQ requirements.

Attachments/Exhibits:

Professional Services Agreement with AE2S

Ignition-Scope of Services

Ignition vs WonderWare-cost comparisons

WonderWare Optimization & Cost

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the **CITY OF GREAT FALLS, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 5021, Great Falls, Montana 59403-5021, hereinafter referred to as "City," and Advanced Engineering & Environmental Services, Inc., 4050 Garden View Dr., Ste 200, Grand Forks, ND 58201 hereinafter referred to as "Consultant."

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

1. **Purpose:** City agrees to hire Consultant as an independent contractor to perform for City services described in the Scope of Services attached hereto as Exhibit "A" and by this reference made a part hereof.

2. **Term of Agreement:** This Agreement is effective upon the date of its execution through December 31, 2020. Both parties reserve the right to cancel this Agreement by providing a written thirty (30) day notice to the other party. The parties may extend this agreement in writing prior to its termination.

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

4. **Payment:** City agrees to pay One Hundred One Thousand Seven Hundred Dollars (\$101,700) for conversion of current WonderWare software to Ignition as outline in the attached Scope of Services. Any alteration or deviation from the described work that involves extra costs will be performed by Consultant after written request by the City, and will become an extra charge over and above the contract amount. The parties must agree upon any extra charges in writing.

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

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

Consultant shall furnish the City with copies showing one of the following: (1) a binder for workers' compensation coverage by an insurer licensed and authorized to provide workers' compensation insurance in the State of Montana; or (2) proof of exemption from workers' compensation granted by law for independent contractors.

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

7. **Insurance:** Consultant shall purchase and maintain insurance coverage as set forth below. The insurance policy must name the City, (including its elected or appointed officers, officials, employees, or volunteers), as an additional insured and be written on a "primary—noncontributory basis, and on an occurrence, not a claims made basis." Consultant will provide the City with applicable additional insured endorsement documentation substantially similar or identical to the example set forth below. Each coverage shall be obtained from an insurance company that is duly licensed and authorized to transact insurance business and write insurance within the state of Montana, with a minimum of "A.M. Best Rating" of A-, VI, as will protect the Consultant, the various acts of subcontractors, the City and its officers, employees, agents, and representatives from claims for bodily injury and/or property damage which may arise from operations and completed operations under this Agreement. All insurance coverage shall remain in effect throughout the life of this Agreement and for a minimum of one (1) year following the date of expiration of Consultant's warranties. All insurance policies must contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least thirty (30) days prior written notice has been given to Consultant, City, and all other additional insureds to whom a certificate of insurance has been issued. All insurance documentation shall be in a form acceptable to the City.

Insurance Coverage at least in the following amounts is required:

1.	Commercial General Liability (bodily injury and property damage)	\$1,000,000 per occurrence \$2,000,000 aggregate
2.	Products and Completed Operations	\$2,000,000
3.	Automobile Liability	\$1,000,000 combined single limit
4.	Workers' Compensation	Not less than statutory limits
5.	Employers' Liability	\$1,000,000
6.	Professional Liability (E&O) (only if applicable)	\$1,000,000 per occurrence \$2,000,000 aggregate

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

Additional Insured Endorsement Example:

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. In the performance of your ongoing operations; or

B. In connection with your premises owned by or rented to you,

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

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

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

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

14. **Liaison:** City's designated liaison with Consultant is Wayne Lovelis and Consultant's designated liaison with City is Ross Hanson.

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

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

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

IN WITNESS WHEREOF, Consultant and City have caused this Agreement to be

executed and intend to be legally bound thereby as of the date set forth below.

CITY OF GREAT FALLS, MONTANA

CONSULTANT

By _____
Gregory T. Doyon, City Manager

Date _____

By  _____

Print Name David Carlson

Title Operations Manager

Date 1/2/2020

ATTEST:

(Seal of the City)

Lisa Kunz, City Clerk

* APPROVED AS TO FORM:

By _____
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.

SCOPE OF SERVICES
WTP SCADA UPGRADES AGREEMENT
CITY OF GREAT FALLS, MONTANA
Submitted by: AE2S

Advanced Engineering and Environmental Services, Inc. (AE2S) prepared the following scope for the SCADA Upgrades associated with the Water Treatment Plant (WTP).

The scope of services is to be provided under the prescribed requirements of the Professional Services Agreement. Descriptions of the proposed tasks to be completed by AE2S are provided below:

- I. INSTRUMENTATION AND CONTROLS (I&C) PHASE
 - A. Procurement and setup of new control servers at the WTP.
 - B. Develop and deploy new HMI-SCADA on the Ignition (version 8) platform.
 - C. Provide phased implementation of the SCADA system to allow complete troubleshooting prior to transition.
 - D. Develop trending and reporting within the SCADA system.
 - E. All work will be provided on an Hourly Fee basis, plus reimbursables expenses.

Equipment Procurement:

Great Falls WTP Control Servers		Ignition HMI-SCADA Platform		
Item	Manufacturer Part #	Qty	CDW	CDW Total
HP Proliant DL360 Gen10 16GB RAM	P06453-B21	2	\$1,833.29	\$3,666.58
HPE Foundation Care 24x7 on-site 3 year	H8QF0E	2	\$1,276.97	\$2,553.94
Intel Xeon Silver 4110/ 2.1 GHZ	860653-B21	0	\$601.39	\$0.00
HP 16 GB RAM	835955-B21	6	\$184.39	\$1,106.34
HP Drives 1.2 TB 12G SAS	872479-B21	8	\$229.88	\$1,839.04
HP Power Supplies 500 Watt Platinum	865408-B21	2	\$206.60	\$413.20
HP ILO Advanced License	BD505A	2	\$329.79	\$659.58
Windows Server 2019 Standard - 16 cores	P11058-B21	3	\$719.51	\$2,158.53
Windows Server User CAL - 1 User CAL	871175-DN1	10	\$40.66	\$406.60
Windows Server RDS CAL - 5 User CALS	871232-DN1	0	\$717.79	\$0.00
VMWare Vshpere Standard 1 proc - + 3 year 24x7 support	BD711AAE	2	\$1,283.30	\$2,566.60
Microsoft SQL Server 2017 Standard - Box Pack 1 svr 10 clients	228-11033	1	\$2,934.24	\$2,934.24
Veeam Backup & Replication 1 CPU	V-VBRSTD-VS-P0000-00	2	\$716.00	\$1,432.00
Synology RackStation RS819 - NAS server - 0 GB	RS819	1	\$645.00	\$645.00
WD Red NAS Hard Drive - 8 TB - SATA 6GB/s	WD80EFAX	4	\$242.49	\$969.96
Totals (Before Tax, Shipping)			Subtotal (Before Tax, Shipping)	\$21,351.61
Development Workstation				
HP S8 ProDesk 600 G4 SFF Core i5-8500 16GB RAM 256GB Win 10 Pro	4HM36UT#ABA	1	\$940.00	\$940.00
HP 24uh 24" LED-backlit LCD - Black	K5A38AA#ABA	1	\$111.00	\$111.00
Microsoft Wireless Desktop 850	PY9-00001	1	\$26.29	\$26.29
Office Home and Business 2016 - 1 PC	T5D-03203	1	\$241.00	\$241.00
			Subtotal (Before Tax, Shipping)	\$1,318.29
			Total Cost	\$22,669.90

Warranty provided on all hardware and components for three (3) years with the option to extend annually after that timeframe at additional cost to the Owner.

SCOPE OF SERVICES
WTP SCADA UPGRADES AGREEMENT
CITY OF GREAT FALLS, MONTANA
Submitted by: AE2S

HMI-SCADA Development and Deployment:

HMI-SCADA Deployment				
Item	Qty	Unit	Unit Cost	Total Cost
Development Software/Licensing	1	LS	\$ 16,000	\$ 16,000
Server Setup	20	hours	\$ 160	\$ 3,200
SCADA Development (database, tagging, etc)	80	hours	\$ 144	\$ 11,520
HMI Development (graphics, layout, etc)	176	hours	\$ 144	\$ 25,344
Testout/Troubleshooting	80	hours	\$ 144	\$ 11,520
Startup Services	80	hours	\$ 144	\$ 11,520
			Total	\$ 79,104

Warranty on for integration services rendered will be provided for two (2) years after completion of startup and implementation. Warranty items must be as a result of integration or setup issues.

Estimated Fee:

Equipment Procurement/Licensing, etc.	\$22,700
HMI-SCADA Development and Deployment	\$79,000
TOTAL	\$101,700

Great Falls WTP Control Servers

Item	Manufacturer Part #	Wonderware Option			Ignition Option		
		Wonderware QTY	CDW	CDW Total	Ignition QTY	CDW	CDW Total
HP Proliant DL360 Gen10 16GB RAM	P06453-B21	2	\$1,833.29	\$3,666.58	2	\$1,833.29	\$3,666.58
HPE Foundation Care 24x7 on-site 3 year	H8QFOE	2	\$1,276.97	\$2,553.94	2	\$1,276.97	\$2,553.94
Intel Xeon Silver 4110 / 2.1 GHZ	860653-B21	2	\$601.39	\$1,202.78	0	\$601.39	\$0.00
HP 16 GB RAM	835955-B21	6	\$184.39	\$1,106.34	6	\$184.39	\$1,106.34
HP Drives 1.2 TB 12G SAS	872479-B21	8	\$229.88	\$1,839.04	8	\$229.88	\$1,839.04
HP Power Supplies 500 Watt Platinum	865408-B21	2	\$206.60	\$413.20	2	\$206.60	\$413.20
HP ILO Advanced License	BD505A	2	\$329.79	\$659.58	2	\$329.79	\$659.58
Windows Server 2019 Standard - 16 cores	P11058-B21	5	\$719.51	\$3,597.55	3	\$719.51	\$2,158.53
Windows Server User CAL - 1 User CAL	871175-DN1	10	\$40.66	\$406.60	10	\$40.66	\$406.60
Windows Server RDS CAL - 5 User CALS	871232-DN1	2	\$717.79	\$1,435.58	0	\$717.79	\$0.00
VMWare Vshpere Standard 1 proc - + 3 year 24x7 support	BD711AAE	4	\$1,283.30	\$5,133.20	2	\$1,283.30	\$2,566.60
Microsoft SQL Server 2017 Standard - Box Pack 1 svr 10 clients	228-11033	1	\$2,934.24	\$2,934.24	1	\$2,934.24	\$2,934.24
Veeam Backup & Replication 1 CPU	V-VBRSTD-VS-P0000-00	4	\$716.00	\$2,864.00	2	\$716.00	\$1,432.00
Synology RackStation RS819 - NAS server - 0 GB	RS819	1	\$645.00	\$645.00	1	\$645.00	\$645.00
WD Red NAS Hard Drive - 8 TB - SATA 6GB/s	WD80EFAX	4	\$242.49	\$969.96	4	\$242.49	\$969.96
Totals (Before Tax, Shipping)				\$29,427.59 *			\$21,351.61

Workstation (If Needed)

HP SB ProDesk 600 G4 SFF Core i5-8500 16GB RAM 256GB Win 10 Pro	4HM36UT#ABA	1	\$940.00	\$940.00
HP 24uh 24" LED-backlit LCD - Black	K5A38AA#ABA	1	\$111.00	\$111.00
Microsoft Wireless Desktop 850	PY9-00001	1	\$26.29	\$26.29
Office Home and Business 2016 - 1 PC	T5D-03203	1	\$241.00	\$241.00
				\$1,318.29 *

*Does not include server setup and integration costs

HMI-SCADA Deployment	Version	Software	Server Setup	I&C Integration	Total Capital Cost	Annual Support
Wonderware (existing, upgraded to V2017, add redundancy, fix WW issues)	2017	part of existing support	\$13,100.00	\$50,280.00	\$ 63,380	\$ 21,500
Ignition Version 8 (new deployment including reporting)	8.1	\$ 16,000	\$3,200.00	\$59,750.00	\$ 78,950	\$ 4,315
Return on Investment (switching to Ignition) =					0.91	years

Great Falls Wonderware Optimization

Suggested updates

1. Update InTouch tag database to use Galaxy objects.
 - a. Currently the system is using a traditional InTouch tag database along with Archestra objects to collect data. The InTouch tag database is responsible for collecting information from the PLC and displaying on screen for operator use. Some graphics such as trends use Archestra objects to pull information from the historian server; however, most of the data collected by these objects is not used. This means two systems, InTouch and Archestra, are actively pulling data from the Data Access Servers resulting in increased data load.
 - b. By streamlining the method in which the SCADA system collects and uses data maintenance and troubleshooting becomes much easier as a central management interface is used to configure and collect relevant information.
2. Update Wonderware Licenses
 - a. AE2S is currently reviewing the Wonderware licenses, this may reveal the City is paying for more software than they are currently using. Along with this review we are looking at switching to a System Platform (managed) application in place of a published application, which allows for a streamlined deployment process as well as centralized management of the system, which may lessen the licensing required and/or support costs associated.
3. Update / Remove RDI & DAS Maps
 - a. The previous integrator opted to use what AE2S refers to as "DAS Mapping", this is a translation table used by Wonderware to reconcile PLC addresses to object attributes. Directly addressing PLC addresses on the objects makes it easier to troubleshoot as the object attributes and PLC address are contained in the same object.
4. Networking
 - a. Complete the removal of all PLC and SCADA traffic from the City network. Any reduction of network load due to rouge traffic traversing the network will only improve Wonderware and PLC stability.
5. Fix Reporting
 - a. Update Wonderware reporting software along with fixing data compilation queries and reporting program to function on the Wonderware 2017 version.

Great Falls WTP SCADA Optimization
Wonderware Upgrade Cost Estimate

InTouch Tag DB Conversion		Rate	Hours	Total
Programming	\$	140.00	160	\$ 22,400.00
On Site Testing	\$	140.00	40	\$ 5,600.00
Subtotal				\$ 28,000.00
Update WW Software/Licensing & Add Redundancy		Rate	Hours	Total
Programming	\$	140.00	24	\$ 3,360.00
On Site Testing	\$	140.00	16	\$ 2,240.00
Subtotal				\$ 5,600.00
Remove DAS Mapping		Rate	Hours	Total
Programming	\$	140.00	48	\$ 6,720.00
On Site Testing	\$	140.00	24	\$ 3,360.00
Subtotal				\$ 10,080.00
Fix WW Reporting		Rate	Hours	Total
Programming	\$	140.00	40	\$ 5,600.00
On Site Testing	\$	140.00	8	\$ 1,120.00
Subtotal				\$ 6,720.00
Total Cost				\$ 50,400.00



Item: North Great Falls Sub-Area Transportation Study Professional Services Agreement

From: Andrew Finch, Planning & Community Development

Initiated By: Planning & Community Development Department

Presented By: Craig Raymond, Planning & Community Development Director

Action Requested: Approve Professional Services Agreement

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/not approve) the Professional Service Agreement with Sanderson Stewart for \$92,700 to prepare the North Great Falls Sub-Area Transportation Study.”

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

Staff Recommendation: Approve the Professional Services Agreement with Sanderson Stewart for preparation of the North Great Falls Sub-Area Transportation Study in the amount of \$92,700.

Summary: The area north of Skyline Drive and 36th Avenue NE is the area of Great Falls with the most residential growth in recent years. As the area grows and expands, residents have expressed concerns about the impact this growth will have on the existing road network. Although the current network has capacity to accommodate current traffic and some additional growth, it is recognized that a plan for new roads and facilities will allow for orderly growth that minimizes congestion and delay. The plan is expected to identify future needs and facilities, as well as provide a recommendation for funding them.

Background: During the annexation processes for both the West Ridge and Thaniel Additions, some concern was voiced by residents about the impact of the traffic generated by the new homes upon area roads. Based upon staff analysis, the initial phases were not anticipated to negatively impact the functionality of existing roads. However, in lieu of a formal traffic study, each developer contributed \$5,000 to the City to allow for a future comprehensive study to be conducted concerning the impact of area growth upon the transportation network. Because substantial development of West Ridge and Thaniel has occurred, the City is ready to initiate this sub-area transportation planning study.

Based upon neighborhood concern and a recommendation in the Great Falls Area Long Range Transportation Plan, the Great Falls MPO (Metropolitan Planning Organization) budgeted Federal “PL” (Transportation Planning) dollars to hire a consultant to model the growth in traffic and identify future

needs. To that end, staff prepared a Request for Proposals in late 2019 to solicit proposals from qualified consulting firms.

Project Work Scope

The project consists of a sub-area traffic and transportation study to collect and analyze relevant data; model up to three major roadway scenarios; identify needs; recommend improvements and anticipated timeline for such improvements; identify the best locations for future local, collector, and minor arterial roadways while still allowing for developer flexibility; and, finally, provide possible funding solutions including proportionate contributions from developers impacting traffic within the study area. A limited review of active transportation and transit modes of travel will be included, as well.

Project Limits

Located at the northern edge of the City of Great Falls and the Great Falls Urban Transportation Study Area, the Project Area for this study effort is situated on a high bench above the Missouri River and the City core. Geographically distant from most major transportation facilities (such as the River's Edge Trail, State Highway 3/10th Avenue South and Interstate 15), the Project Area is primarily served by US Highway 87 on the eastern edge of the Project Area. With no east/west through roads, the area is projected to need at least one new collector/minor arterial and improvements to US Highway 87 and 6th St NW in the 20-year planning horizon.

Generally bounded on the west by 6th Street NW, on the south by Skyline Drive, on the east by Bootlegger Trail and on the north by Watson Lane, a map of the General Study Area Boundary is attached to this report.

Selection Process

The selection of the preferred consultant followed a formal Request for Proposals and formal rating and ranking process by a selection committee made up of staff from the Planning & Community Development Department and Public Works Department. In accordance with Federal and State requirements for consultant selection, the review criteria included a cost component. Three proposals were received, with Sanderson Stewart being selected as the highest ranked consultant, as well as the lowest cost.

Staff entered into negotiations with Sanderson Stewart, and finalized a scope of work and related fee in December. The fee and scope are attached to the Agreement as Exhibit 2.

Fiscal Impact: There will be no impact to the City of Great Falls. \$82,700 will be paid on a reimbursement basis from the Montana Department of Transportation (86.58% Federal PL funds, matched by 13.42% from the Montana Department of Transportation), and \$10,000 will be paid by funds already contributed by developers of the West Ridge and Thaniel Subdivisions.

Alternatives: The City Commission may elect to not approve the agreement. If so, the Study will not proceed.

Concurrences: The Great Falls Metropolitan Planning Organization (MPO) concurs with the need for the Study, as does the City Public Works Department and the developers of the referenced subdivisions.

Attachments/Exhibits:

- 1) Professional Services Agreement
- 2) North Great Falls Transportation Study Area Boundary (map)

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the **CITY OF GREAT FALLS, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 5021, Great Falls, Montana 59403-5021, hereinafter referred to as “City,” and Sanderson Stewart, 1300 N. Transtech Way, Billings, MT 59102, hereinafter referred to as “Consultant.”

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

1. Purpose: City agrees to hire Consultant as an independent contractor to perform for City services described in the Scope of Services attached hereto as Exhibit “2” and by this reference made a part hereof.

2. Term of Agreement: This Agreement is effective upon the date of its execution through **February, 2021**. Both parties reserve the right to cancel this Agreement by providing a written thirty (30) day notice to the other party. The parties may extend this agreement in writing prior to its termination.

3. Scope of Work: Consultant will perform the work and provide the services in accordance with the requirements of the Scope of Services, included herein as “Attachment B.”

4. Payment: City agrees to pay Consultant **ninety-two thousand, seven hundred dollars (\$92,700)** for services performed pursuant to the Scope of Services. Any alteration or deviation from the described work that involves extra costs will be performed by Consultant after written request by the City, and will become an extra charge over and above the contract amount. The parties must agree upon any extra charges in writing.

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

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

Consultant shall furnish the City with copies showing one of the following: **(1)** a binder for workers’ compensation coverage by an insurer licensed and authorized to provide workers’ compensation insurance in the State of Montana; or **(2)** proof of exemption from workers’ compensation granted by law for independent contractors.

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

7. **Insurance:** Consultant shall purchase and maintain insurance coverage as set forth below. The insurance policy must name the City, (including its elected or appointed officers, officials, employees, or volunteers), as an additional insured and be written on a "primary—noncontributory basis, and on an occurrence, not a claims made basis." Consultant will provide the City with applicable additional insured endorsement documentation substantially similar or identical to the example set forth below. Each coverage shall be obtained from an insurance company that is duly licensed and authorized to transact insurance business and write insurance within the state of Montana, with a minimum of "A.M. Best Rating" of A-, VI, as will protect the Consultant, the various acts of subcontractors, the City and its officers, employees, agents, and representatives from claims for bodily injury and/or property damage which may arise from operations and completed operations under this Agreement. All insurance coverage shall remain in effect throughout the life of this Agreement and for a minimum of one (1) year following the date of expiration of Consultant's warranties. All insurance policies must contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least thirty (30) days prior written notice has been given to Consultant, City, and all other additional insureds to whom a certificate of insurance has been issued. All insurance documentation shall be in a form acceptable to the City.

Insurance Coverage at least in the following amounts is required:

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

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

Additional Insured Endorsement Example:

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

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

8. Professional Service: Consultant agrees that all services and work performed hereunder will be accomplished in a professional manner.

9. Compliance with Laws: Consultant agrees to comply with all federal, state and local laws, ordinances, rules and regulations, including the safety rules, codes, and provisions of the Montana Safety Act in Title 50, Chapter 71, MCA. As applicable, Consultant agrees to purchase a City safety inspection certificate or special business license.

10. Nondiscrimination: Consultant agrees that all hiring by Consultant of persons performing this Agreement will be on the basis of merit and qualification and will not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or

mental disability, national origin, or other class protected by state and/or federal law. Further, Consultant agrees to comply with the MDT Nondiscrimination and Disability Accommodation Notice requirements contained in Exhibit “1” to this Agreement.

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

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

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

14. Liaison: City’s designated liaison with Consultant is **Andrew Finch, Senior Transportation Planner**, and Consultant’s designated liaison with City is **DJ Clark, PE**.

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

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

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

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

CITY OF GREAT FALLS, MONTANA

SANDERSON STEWART

By _____
Gregory T. Doyon, City Manager

Date _____

By _____

Print Name _____

Title _____

Date _____

ATTEST:

(Seal of the City)

Lisa Kunz, City Clerk

* APPROVED AS TO FORM:

By _____
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.

**EXHIBIT I
MDT NONDISCRIMINATION
AND
DISABILITY ACCOMMODATION NOTICE**

Montana Department of Transportation ("MDT") is committed to conducting all of its business in an environment free from discrimination, harassment, and retaliation. In accordance with State and Federal law MDT prohibits any and all discrimination and protections are all inclusive (hereafter "protected classes") by its employees or anyone with whom MDT does business:

Federal protected classes

Race, color, national origin,
sex, sexual orientation, gender identity,
age, disability, & Limited English Proficiency

State protected classes

Race, color, national origin, parental/marital
status, pregnancy, childbirth, or medical
conditions related to pregnancy or childbirth,
religion/ creed, social origin or condition,
genetic information, sex, sexual orientation,
gender identification or expression, national
origin, ancestry, age, disability mental or
physical, political or religious affiliations or
ideas, military service or veteran status

For the duration of this contract/agreement, the PARTY agrees as follows:

(1) Compliance with Regulations: The PARTY (hereinafter includes consultant) will comply with all Acts and Regulations of the United States and the State of Montana relative to Non-Discrimination in Federally and State-assisted programs of the U.S. Department of Transportation and the State of Montana, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

(2) Non-discrimination:

- a. The PARTY, with regard to the work performed by it during the contract, will not discriminate, directly or indirectly, on the grounds of any of the protected classes in the selection and retention of subcontractors, including procurements of materials and leases of equipment, employment, and all other activities being performed under this contract/agreement.
- b. PARTY will provide notice to its employees and the members of the public that it serves that will include the following:
 - i. Statement that PARTY does not discriminate on the grounds of any protected classes.
 - ii. Statement that PARTY will provide employees and members of the public that it serves with reasonable accommodations for any known disability, upon request, pursuant to the Americans with Disabilities Act as Amended (ADA).
 - iii. Contact information for PARTY's representative tasked with handling non-discrimination complaints and providing reasonable accommodations under the ADA.

- iv. Information on how to request information in alternative accessible formats.
- c. In accordance with Mont. Code Ann. § 49-3-207, PARTY will include a provision, in all of its hiring/subcontracting notices, that all hiring/subcontracting will be on the basis of merit and qualifications and that PARTY does not discriminate on the grounds of any protected class.

(3) Participation by Disadvantaged Business Enterprises (DBEs):

- a. If the PARTY receives federal financial assistance as part of this contract/agreement, the PARTY will make all reasonable efforts to utilize DBE firms certified by MDT for its subcontracting services. The list of all currently certified DBE firms is located on the MDT website at mdt.mt.gov/business/contracting/civil/dbe.shtml
- b. By signing this agreement, the PARTY assures that:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

- c. PARTY must include the above assurance in each contract/agreement the PARTY enters.

(4) Solicitation for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation, made by the PARTY for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the PARTY of the PARTY's obligation under this contract/agreement and all Acts and Regulations of the United States and the State of Montana related to Non-Discrimination.

(5) Information and Reports: The PARTY will provide all information and reports required by the Acts, Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by MDT or relevant US DOT Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the PARTY will so certify to MDT or relevant US DOT Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

(6) Sanctions for Noncompliance: In the event of a PARTY's noncompliance with the Non-discrimination provisions of this contract/agreement, MDT will impose such sanctions as it or the relevant US DOT Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the PARTY under the contract/agreement until the PARTY complies; and/or
- b. Cancelling, terminating, or suspending the contract/agreement, in whole or in part.

(7) Pertinent Non-Discrimination Authorities:

During the performance of this contract/agreement, the PARTY, for itself, its assignees, and successor in interest, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Federal

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airways Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-Discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 *et seq.*).
- Executive Order 13672 prohibits discrimination in the civilian federal workforce on the basis of gender identity and in hiring by federal contractors on the basis of both sexual orientation and gender identity.

State

- Mont. Code Ann. § 49-3-205 Governmental services;
- Mont. Code Ann. § 49-3-206 Distribution of governmental funds;
- Mont. Code Ann. § 49-3-207 Nondiscrimination provision in all public contracts.

(8) Incorporation of Provisions: The PARTY will include the provisions of paragraph one through seven in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and/or directives issued pursuant thereto. The PARTY will take action with respect to any subcontract or procurement as MDT or the relevant US DOT Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the PARTY becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the PARTY may request MDT to enter into any litigation to protect the interests of MDT. In addition, the PARTY may request the United States to enter into the litigation to protect the interests of the United States.

Exhibit 2

Scope of Services

North Great Falls Sub-Area Transportation Study

Section 1. Scope of Work.

SCOPE OF WORK:

Generally, this scope of work outlines the activities necessary to perform a detailed study and analysis of a sub-area to the Great Falls Transportation Study Area, as defined and outlined in the North Great Falls Sub-Area Transportation Study Request for Proposals issued by the Great Falls Metropolitan Planning Organization (MPO) dated July 2019.

For the purposes of implementation of this Scope of Work, the term “MPO” and “City of Great Falls” shall be synonymous, and shall have as their common representative the Great Falls Planning and Community Development Department through its Senior Transportation Planner.

The scope of work covered by this agreement is described hereafter:

The project consists of a sub-area traffic and transportation study to collect and analyze relevant data; model up to three major roadway scenarios; identify needs; recommend improvements and anticipated timeline for such improvements; identify the best locations for future local, collector, and minor arterial roadways while still allowing for developer flexibility; finally, provide possible funding solutions including proportionate contributions from developers impacting traffic within the study area.

The sub-area transportation study will help to facilitate and implement community transportation goals and improve transportation facilities and services by:

- Relating the transportation system to existing and future land use and community comprehensive plans and programs.
- Improving the multi-modal transportation circulation of people and goods, using both motorized and non-motorized transportation modes and facilities.
- Providing a safe, efficient, accessible, cost-effective and context sensitive transportation system.
- Ensuring compliance with federal transportation planning regulations.

The following sections of this document describe the specific phases and tasks associated with the scope of work for the study.

Phase 1. Project Management/Coordination

- | | |
|---------|---|
| Task 1. | General project management and coordination of work, including internal team meetings, and administrative tasks. |
| Task 2. | Project scoping and development of fee estimate. Contract arrangements with sub-consultants. |
| Task 3. | Weekly project update e-mails (to be sent to the MPO Project Manager (Andrew Finch) and any other project constituents as requested by the MPO. |

- Task 4. Meetings and correspondence with MPO staff on project-related items.
- Task 5. Processing of monthly project invoices.
- Task 6. Internal QA/QC of all project deliverables.
- Task 7. Reimbursable expenses (such as printing and mileage).

Phase 1 Deliverables:

Weekly project status e-mail updates; monthly project invoices.

Phase 2. Research/Data Acquisition

- Task 1. General research of background information and review of existing planning documents, studies, and governance codes that are applicable to the project study area. Interview City of Great Falls Public Works and Planning Department staff on current usage and designation of main travel routes, establish official and unofficial classifications.
- Task 2. Review of existing traffic volume data as available from the MPO and/or the Montana Department of Transportation (MDT).
- Task 3. Traffic data collection at up to twelve (12) intersection locations (anticipated intersection list shown below) using Miovision Scout video-based systems. Traffic count data will generally be processed for a total of four (4) count-hours at each intersection location [two (2) count-hours generally overlapping the anticipated morning peak hour and two (2) count-hours generally overlapping the anticipated evening peak hour]. However, this scope of work anticipates 24 count-hours of additional processing time to allow for traffic signal warrants analyses at up to two (2) of the intersections.

1. 6th St. NW & Vinyard Rd.
2. Bootlegger Tr. & 46th Ave. NE
3. 36th Ave. NE & 2nd St. NE
4. 36th Ave. NE & 5th St. NE
5. 36th Ave. NE & 9th St. NE
6. Bootlegger Tr. & 36th Ave. NE
7. 6th St. NW & Skyline Dr. NW
8. Skyline Dr. NW & Division Rd.
9. Skyline Dr. NW & 2nd St. NE
10. Skyline Dr. NW & 5th St. NE
11. 8th St. NW & Sacajawea Dr.
12. 8th St. NW/32nd Ave NE/
Skyline Dr. NE/9th St. NE

- Task 4. Field inventory of project study area surface features including

signs, pavement markings, street lighting, sidewalks/multi-use trails, and general street typical sections/measurements (made using a combination of manual field measurements and online aerial photo measurements). The Consultant will coordinate with the City of Great Falls Public Works Department to obtain any information that is already available, including rights-of-way.

- Task 5. Coordination with MDT to request existing regional travel demand model data for use in developing sub-area travel demand model for this study.

Phase 2 Deliverables:

Traffic count data summaries

Phase 3. Public Involvement

- Task 1. Creation of a public involvement plan (memo format) to outline the anticipated public involvement process, including anticipated timing and content of meetings, presentations, public press releases and other media outreach efforts.
- Task 2. Development and administration of a project website that will communicate the project schedule, updates on project progress, and serve as a clearinghouse for interim project deliverables, while also providing an opportunity for public input via a communications form. The website will have approximately six (6) separate pages and will be maintained for up to fifteen (15) months from the notice to proceed date for the project.
- Task 3. Administer one (1) public meeting to present project progress and solicit input from the public regarding development of the project plan. Sanderson Stewart and Great West will attend the public meetings, while DKS will not attend in order to save on project travel costs. It is assumed that a meeting venue will be provided through coordination with the MPO at no added cost to the project. Sanderson Stewart will provide a projector, screen, visual aids, and other required equipment for the meeting, as needed.
- Task 4. One (1) presentation to the City Commission to present project progress and answer questions. Sanderson Stewart and Great West will attend the City Commission presentation, while DKS will not in order to save on project travel costs.
- Task 5. Compilation of public comments in a summary spreadsheet to be included in the study report appendices.

Phase 3 Deliverables:

Public involvement plan memo; public comments summary spreadsheet

Phase 4. Existing Conditions Analysis

- Task 1. Existing conditions peak hour (AM and PM) intersection and corridor capacity analysis for the intersections and streets listed in the Phase 2 – Task 3 description using the PTV Vistro and/or HCS 7 platforms.
- Task 2. Existing conditions auxiliary turn lane analysis based on MDT Traffic Engineering Manual procedures.
- Task 3. Existing conditions Manual on Uniform Traffic Control Devices (MUTCD) traffic signal warrants analysis (as required).
- Task 4. Intersection crash history analysis (where crash data is available from the MPO or MDT for the intersections listed in the Phase 2 – Task 3 description).
- Task 5. Development of a summary memo with supportive spreadsheet to document findings of surface features inventory.

Phase 4 Deliverables:

Capacity calculation worksheets; auxiliary turn lane analysis worksheets; traffic signal warrants analysis worksheets; surface features inventory summary memo

Phase 5. Travel Demand Modeling

- Task 1. Land development feasibility analysis to evaluate 10-year (2030) and 20-year (2040) development scenarios based on ongoing and planned land development project information provided by the MPO.
- Task 2. Creation of a new sub-area travel demand model (TDM) for the project study area using PTV Visum and calibrated to be generally consistent with the regional TDM maintained by MDT. The street links and intersections in the sub-area model shall include those as listed in the Phase 2 – Task 3 description, as well as the following additional streets/links:
 - 1. 2nd St. NE
 - 2. Division Rd.
 - 3. Skyline Dr.
 - 4. 9th St. NE (north of 36th Ave NE)
 - 5. 5th St. NE
 - 6. 46th Ave. NE
 - 7. Two (2) to four (4) additional collector or arterial routes or extensions of existing routes as agreed upon with the MPO
- Task 3. Analysis of up to twelve (12) circulation and/or proposed improvement network TDM alternatives covering the 2030 and

2040 horizon projection scenarios.

- Task 4. Calculation of 2030 and 2040 future scenario AM and PM peak hour and average daily traffic (ADT) volume projections based on TDM results for the intersections and streets listed in the Phase 2 – Task 3 description as well as for up to six (6) future planned intersections. Traffic projections/TDM results to be summarized via exhibits for inclusion in the summary project report.

Phase 5 Deliverables:

Traffic projection summary figures (to be included in report)

Phase 6. Future Conditions/Mitigation Analysis

- Task 1. Future conditions (2030 and 2040 scenarios) peak hour (AM and PM) intersection and corridor capacity analysis for the intersections and streets listed in the Phase 2 – Task 3, as well as for up to six (6) future planned intersections using the PTV Vistro and/or HCS 7 platforms.
- Task 2. Future conditions (2030 and 2040 scenarios) auxiliary turn lane analysis based on MDT Traffic Engineering Manual procedures.
- Task 3. Future conditions (2030 and 2040 scenarios) Manual on Uniform Traffic Control Devices (MUTCD) traffic signal warrants analysis (as required).
- Task 4. Alternate transportation modes analysis, including evaluations of transit routes and systems, on-street and independent bicycle and multi-use facilities, and anticipated ride-share/autonomous vehicle impacts.
- Task 5. Conceptual design of recommendation mitigation improvements, including schematic exhibits and opinions of probable construction cost (including contingencies). A list of recommended projects will be developed with prioritized rankings based on anticipated timing of need and benefit vs. cost.
- Task 6. Research and analysis of funding mechanism opportunities with specific recommendations for implementation based on funding needs for prioritized projects, including successful usage and application in similar communities.

Phase 6 Deliverables:

Capacity calculation worksheets; auxiliary turn lane analysis worksheets; traffic signal warrants analysis worksheets; concept design exhibits; opinions of probable construction cost; list of recommended funding mechanisms

Phase 7. Summary Report

- Task 1. Writing and formatting of text for draft report.

- Task 2. Creation of figures and tables for draft report.
- Task 3. Meeting with the MPO to discuss review comments on draft report.
- Task 4. One (1) round of revisions to draft report based on MPO and other jurisdictional review comments prior to submittal of final report for additional review and approval.
- Task 5. One (1) additional round of revisions to final report based on any final comments from the MPO and/or other jurisdictional entities. Final formatting and publication of report.

Phase 7 Deliverables:

Draft summary report, in electronic format acceptable to the MPO, including previously referenced text, tables, exhibits, and appendices all with reference to specific scope of work deliverable items; Final summary report, including pdf format suitable for website viewing and 20 hard copies.

Exclusions from Scope of Work

The following work items are not anticipated to be needed for this project and are thus expressly excluded from the scope of work. If determined to be necessary, these items can be added to the project as additive work based on a negotiated additional fee.

1. Topographic or cadastral survey office or field work.
2. Geotechnical field work or analysis to determine soils conditions or pavement design recommendations.
3. Design of improvements beyond a conceptual level.

Section 2. Payments for Basic Services.

The MPO shall authorize payment to the Consultant for approved services performed. Partial payment, at most monthly, shall be due the Engineer upon receipt and approval of the Consultant's pay estimate, said estimate being proportioned to the work completed by the Consultant.

A. For services rendered, the Consultant shall be paid the following by-phase amounts:

Phase 1 – Project Management/Coordination	\$11,500.00
Phase 2 – Research/Data Acquisition	\$ 8,400.00
Phase 3 – Public Involvement	\$13,200.00
Phase 4 – Existing Conditions Analysis	\$ 5,400.00
Phase 5 – Travel Demand Modeling	\$25,400.00

Phase 6 – Future Conditions/Mitigation Analysis	\$15,000.00
Phase 7 – Summary Report	\$13,800.00
PROJECT TOTAL FEE	\$92,700.00

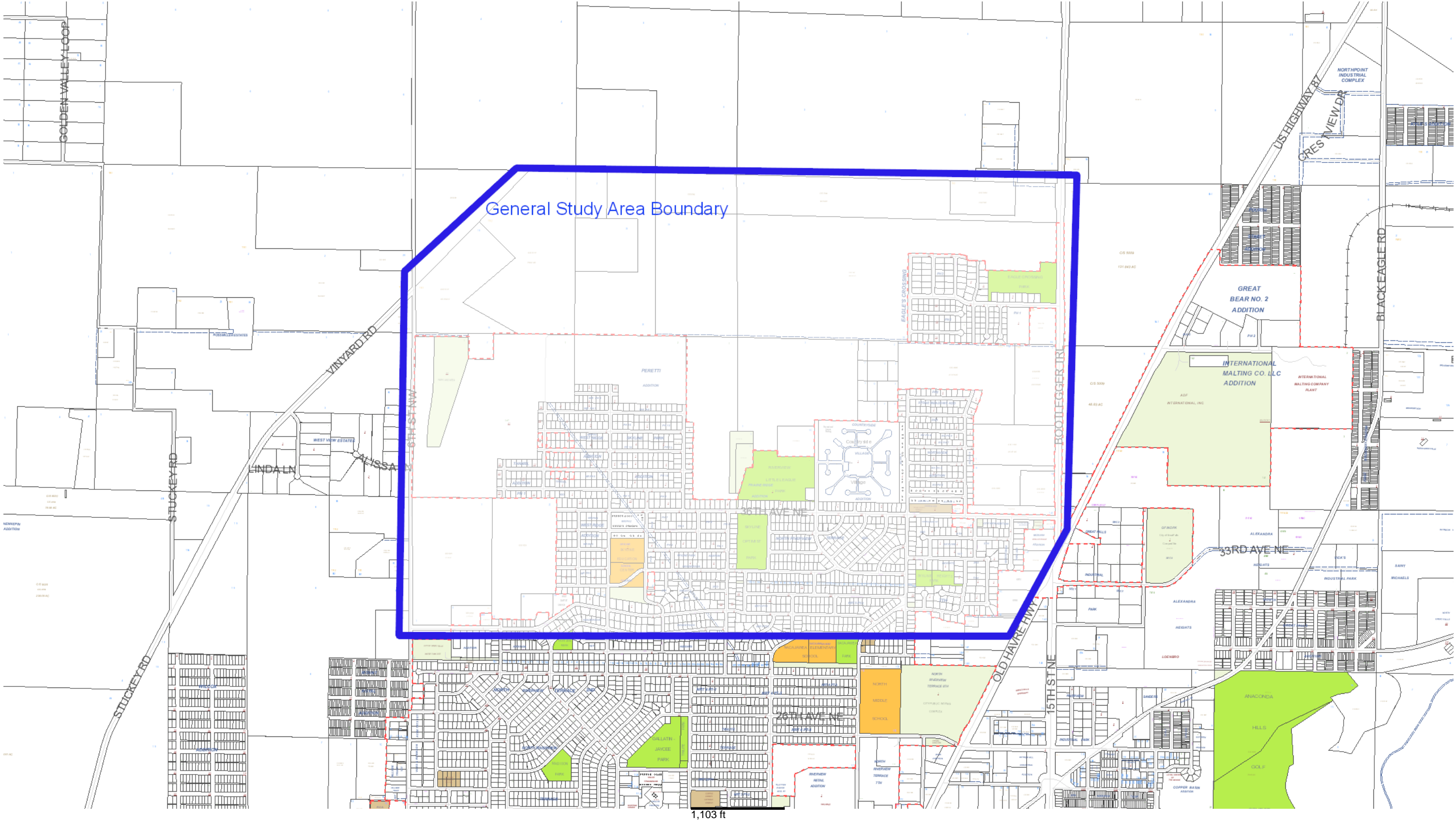
B. Final payment shall be the above stated basic fee less all previous payments.

Section 3. Payments for Additional Work when Authorized by the MPO.

Requests made or conditions identified by interested groups at the agency or public meetings, which are beyond the scope and intent of this study shall be paid for on a time and materials basis. Estimated costs for possible Additional Work items as discussed heretofore are as follows:

1. Additional City Commission (or other stakeholder group) presentations. Sanderson Stewart and Great West would attend the additional presentations, while DKS would not in order to save on project travel costs. **Additional cost = \$2,200/trip.**
2. Additional traffic counts (added locations) and/or count-hour data processing may be provided at an added cost upon request. Counts at locations in addition to the twelve (12) intersections outlined in the scope of work would cost approximately **\$1200/trip plus \$128/count location** (for a standard AM and PM peak hour count). Additional count-hour data processing for locations that have already been counted would cost **\$32/count-hour.**

North Great Falls Transportation Study Area Boundary



1,103 ft



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



Item: Resolution 10324 Establishing Residential and Commercial Sanitation Service Collection Rates Effective March 1, 2020

From: Laura Lynch, Utilities Operations Supervisor

Initiated By: Public Works and Finance Department

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

Action Requested: Set Public Hearing.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (set/not set) a public hearing for February 18, 2020, on Resolution 10324 to establish residential and commercial sanitation service collection rates effective March 1, 2020.”

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

Summary: In an effort to provide necessary collection and disposal services as well as fund capital improvements, the Public Works Department, Sanitation Division, is seeking a rate increase effective March 1, 2020.

Background: Each year, staff reviews and analyzes the financing needs of the sanitation fund to ensure the City has adequate funding necessary for day to day operations, capital improvements, debt service and emergencies. OCCGF § 8.8.230 requires the Commission to adopt a resolution establishing rates to defray the costs of sanitation services for the fiscal year.

Staff proposes adjusting the sanitation rates to adequately provide service while covering the expenses largely due to the increase in operations and equipment costs. Furthermore, in the prior fiscal year, the sanitation fund did not meet its bond covenant for outstanding debt on the fleet. It is recommended to increase residential and commercial service collection rates by 7.5%, drop boxes by 5%, and card board recycling by 33%.

Upon review and analysis, staff recommends a rate increase of \$5.00 to cover the costs of cardboard recycling. The monthly rate would increase from \$15.00 to \$20.00.

The last residential and commercial rate increase was on March 1, 2019. At that time, adjustments were made to the rates with respect to duplexes and triplexes consistent with single family homes per unit.

This change has been successfully implemented and staff recommends continuing with the duplex and triplex rates. Additionally, a monthly vacant business rate and a dry run fee for unsuccessful attempts for container pick-ups or drop-offs were established and implemented successfully last year. Staff recommends maintaining the monthly vacant business rate at \$5.00, the flat-rate surcharge for overweight containers at \$105.00 and the monthly dry run fee at \$50.00.

Fiscal Impact: The increases are necessary to continue to provide required pickup and disposal services as well as fund capital improvements, specifically the replacement and maintenance of the fleet, and meet debt service requirements. The Sanitation Division also needs funding to add two additional full time employees.

The landfill rate will be \$27.98 per ton in 2020, which represents an increase of \$.63 per ton or 2%. Therefore, the rate increase is somewhat in part to help defray landfill costs.

Comparisons of current versus proposed rates are attached.

Alternatives: The City Commission could choose to not set the public hearing and thereby deny Resolution 10324. Doing so will result in reduced funds available to maintain the equipment necessary to operate the sanitation service efficiently.

Attachments/Exhibits:

Resolution 10324

Current versus Proposed Rates

Public Notice for Publication

Rate Review Calendar

RESOLUTION 10324
A RESOLUTION ESTABLISHING RESIDENTIAL AND COMMERCIAL
SANITATION SERVICE COLLECTION RATES EFFECTIVE MARCH 1, 2020

WHEREAS, an annual review is performed of the cost of service for the collection and disposal of solid waste from customers of the City of Great Falls, in accordance with Title 8, Chapter 8, of the Official Code of the City of Great Falls; and

WHEREAS, pursuant to Title 8, Chapter 8, of the Official Code of the City of Great Falls, the City of Great Falls is authorized to regulate the City's sanitation services and to establish all rates, fees and charges; and

WHEREAS, the rate and fee schedules are prepared to generate sufficient revenue to pay all costs of the operation and maintenance of existing and proposed services and equipment for providing sanitation services to inhabitants of the City of Great Falls; and

WHEREAS, it is essential to the public health, welfare and safety of the inhabitants of the City of Great Falls to provide an adequate sanitation program and to provide sufficient funding to meet the cost of operation and maintenance; and

WHEREAS, notice having been provided as required by law, the City Commission of the City of Great Falls, conducted a public hearing on Tuesday, February 18, 2020, at the Civic Center, 2 Park Drive South, Commission Chambers Room 206, Great Falls, Montana, at 7:00 p.m., and did consider the cost of operation, maintenance, equipment, facilities and capital improvements for the solid waste collection and disposal system.

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

Basic monthly Sanitation Service Collection Rates are hereby established as follows:

<u>RESIDENTIAL</u>	<u>RATES</u>
Single Family Home	\$13.65
Duplex (\$13.65 per unit)	\$27.30
Triplex (\$13.65 per unit)	\$40.95
Additional 96 Gallon	\$7.70
Senior Citizen	\$9.57
Extra Pickup	
96 Gallon	\$11.00
300 Gallon	\$17.00
plus extra's - per minute	\$5.00

Charges for other commercial pick-up frequencies per week shall be the rate times the number of pickups per week. Large accumulation of material placed for collection may be charged to the customer @ \$5.00 per minute if it takes longer than 2 minutes to load the material.

Special Pickup

Large appliances	\$16.00
Large appliances with Freon	\$54.00

COMMERCIAL

96 Gallon	\$22.80
300 Gallon Commercial	\$27.30
1.5 yard	\$38.60
2 yard	\$46.10
3 yard	\$66.20
4 yard	\$88.20
6 yard	\$131.20
8 yard	\$174.20
Card Board Recycling	\$20.00
Vacant business **once a month pick-up	\$5.00

DROP BOX (per pick-up)

3 yard construction dumpster (plus rental fees)	\$52.00
20 yard construction dumpster (plus rental fees)	\$299.00
30 yard construction dumpster (plus rental fees)	\$337.00
40 yard construction dumpster (plus rental fees)	\$370.00
30 yard compacted (plus disposal charge)	\$213.00
40 yard compacted (plus disposal charge)	\$213.00
Flat Rate Surcharge (over weight containers)	\$105.00
Dry Run Fee	\$50.00

Per Day Rental Fees \$2.00

Rates do not include the disposal fee as set forth in the Solid Waste Disposal Agreement between the City of Great Falls and Montana Waste Systems. Disposal costs will be assessed by actual weight and volumes in accordance with the agreement.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, this 18th day of February, 2020.

Bob Kelly, Mayor

ATTEST:

Darcy Dea, Deputy City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

Joseph Cik, Assistant City Attorney

NOTICE OF PUBLIC HEARING

Notice is hereby given that Resolution 10324 – A Resolution to Establish Rates in Accordance with Title 8, Chapter 8 of the Official Code of the City of Great Falls (OCCGF), for the Collection and Disposal of Solid Waste Collected from Customers of the City of Great Falls effective March 1, 2020 - will be brought before the Great Falls City Commission for Public Hearing in the Commission Chambers Room 206, Civic Center, 2 Park Drive South, Great Falls, Montana, on Tuesday, February 18, 2020, at 7:00 o'clock p.m. Any interested person may appear and speak for or against said Resolution 10324 or submit in writing any comments to the City Clerk prior to or during the Commission Meeting.

/s/ Lisa Kunz
City Clerk

DO NOT PUBLISH BELOW THIS LINE:

Publication dates: 1/26/20 and 2/9/20

RESOLUTION 10324
RESIDENTIAL AND COMMERCIAL SANITATION COLLECTION RATES
CURRENT VS PROPOSED RATES

<u>RESIDENTIAL</u>	<u>CURRENT</u>	<u>PROPOSED</u>	<u>% INCREASE</u>
per month			
Single Family Home	\$ 12.70	\$ 13.65	7.5% increase
Duplex (\$13.65 per unit)	\$ 25.40	\$ 27.30	7.5% increase
Tri-plex (\$13.65 per unit)	\$ 38.10	\$ 40.95	7.5% increase
Additional 96 Gallon	\$ 7.20	\$ 7.70	7.5% increase
Senior Citizen	\$ 8.90	\$ 9.57	7.5% increase
Extra Pickup			
96 Gallon	\$ 10.00	\$ 11.00	7.5% increase
300 Gallon	\$ 15.00	\$ 17.00	7.5% increase
plus extra's - per minute	\$ 5.00	\$ 5.00	no change
<i>Charges for other commercial pick-up frequencies per week shall be the rate times the number of pick-ups per week. Large accumulation of material placed for collection may be charged to the customer @ \$5.00 per minute if it takes longer than 2 minutes to load the material.</i>			
Special Pickup			
Large appliances	\$ 15.00	\$ 16.00	7.5% increase
Large appliances-with Freon	\$ 50.00	\$ 54.00	7.5% increase
<u>COMMERCIAL</u>			
per month			
96 Gallon	\$ 21.25	\$ 22.80	7.5% increase
300 Gallon Commercial	\$ 25.40	\$ 27.30	7.5% increase
1.5 yard	\$ 35.90	\$ 38.60	7.5% increase
2 yard	\$ 42.90	\$ 46.10	7.5% increase
3 yard	\$ 61.60	\$ 66.20	7.5% increase
4 yard	\$ 82.00	\$ 88.20	7.5% increase
6 yard	\$ 122.00	\$ 131.20	7.5% increase
8 yard	\$ 162.00	\$ 174.20	7.5% increase
Card Board Recycling	\$ 15.00	\$ 20.00	33% increase
Vacant business **once a month pick-up	\$ 5.00	\$ 5.00	no change
<u>DROP BOX</u>			
per pick-up			
3 yard construction dumpster (plus rental fees)	\$ 50.00	\$ 52.00	5% increase
20 yard construction dumpster (plus rental fees)	\$ 285.00	\$ 299.00	5% increase
30 yard construction dumpster (plus rental fees)	\$ 321.00	\$ 337.00	5% increase
40 yard construction dumpster (plus rental fees)	\$ 352.00	\$ 370.00	5% increase
30 yard compacted (plus disposal charge)	\$ 203.00	\$ 213.00	5% increase
40 yard compacted (plus disposal charge)	\$ 203.00	\$ 213.00	5% increase
Flat Rate Surcharge (over weight containers)	\$ 105.00	\$ 105.00	no change
Dry Run Fee	\$ 50.00	\$ 50.00	no change
Per Day Rental Fees	\$ 2.00	\$ 2.00	no change

Rates do not include the disposal fee as set forth in the Solid Waste Disposal Agreement between the City of Great Falls and Republic Services. Disposal costs will be assessed by actual weight and volumes in accordance with the agreement.



2020 SANITATION RATE REVIEW CALENDAR

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

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

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

DATE	TASK	RESPONSIBILITY
11/14/2019	STAFF DISCUSSION RE: UTILITY RATE REVIEW Public Works/Finance Department	Finance Public Works
1/9/2020	STAFF PRESENTATION TO CITY MANAGER City Manager's Office	City Manager Finance Public Works
1/21/2020	PRESENTATION OF SANITATION RATE ANALYSIS City Commission Work Session	Finance Public Works Commission
1/21/2020	SET PUBLIC HEARING City Commission Meeting	Commission Finance / Public Works
1/26/2020	1st PUBLICATION OF NOTICE IN GF TRIBUNE	Great Falls Tribune
2/9/2020	2nd PUBLICATION OF NOTICE IN GF TRIBUNE	Great Falls Tribune
2/18/2020	PUBLIC HEARING/FINAL ACTION City Commission Meeting	Commission Finance / Public Works
3/1/2020	EFFECTIVE DATE FOR RATE INCREASES	Finance



Item: Resolution 10327, “A Resolution Declaring a Condition on Certain Property Located at 804 4th Avenue Southwest, S11, T20, RO3 E, Block 549, Lot 005, Cascade County, Montana, a Nuisance, Order the Nuisance be Abated and Authorize City Staff to Force Abatement if Necessary.”

From: Steve Herrig, Park and Recreation Director

Initiated By: Todd Seymanski, City Forester

Presented By: Steve Herrig, Park and Recreation Director

Action Requested: Conduct a Public Hearing and Adopt Resolution 10327.

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 10327, declaring a condition on certain property located at 804 4th Avenue Southwest, S11, T20, RO3 E, Block 549, Lot 005, Cascade County, Montana, a Nuisance, order the Nuisance be abated and authorize City staff to force abatement if necessary.”
 2. Mayor requests a second to the motion, Commission discussion, and calls for the vote.
-

Staff Recommendation:

Staff recommends the City Commission adopt Resolution 10327, declaring a condition on certain property located at 804 4th Avenue Southwest, S11, T20, RO3 E, Block 549, Lot 005, Cascade County, Montana, a Nuisance, order the Nuisance be abated and authorize City staff to force abatement if necessary.

Background:

On August 19, 2019, upon determination that there was standing dead wood, which is a prime breeding site for the elm bark beetle, the City’s Diseased Elm Inspector, tagged the dead Elm tree for removal at 804 4th Ave. S.W. (The tree is located on the eastside of the property, within the fenced property line and

the eastside of the building); GIS mapping shows the property is owned by Tom Wilson. On September 27, Todd Seymanski, City Forester, issued a Notification to Remove Diseased Elm Tree to Tom Wilson at 804 4th Ave. S.W. The Official Code of the City of Great Falls (OCCGF) states that the infected or dead tree must be removed and disposed of within twenty (20) days of the mailing, or personal delivery of the notice. On October 7, Tom Wilson responded in writing stating he would like to appeal the notice citing he was not certain the tree was located on his property and that the tree may have died from chemicals in the soil.

Subsequently, Steve Herrig, Park and Recreation Director spoke to Tom Wilson on the phone twice regarding the issue. On December 5, 2019, Mr. Herrig issued a letter to Mr. Wilson outlining OCCGF provisions and the process conducted to date; summarizing that the GIS mapping shows the tree is in fact located on said property and the cause of the tree to die causing standing dead wood is irrelevant. Additionally, the letter stated that pursuant to OCCGF § 8.49.030, Mr. Wilson had ten (10) days as of the date the notice was mailed to commence the required action, and thirty (30) days to complete the requirements or to provide proof of substantial compliance.

No action was taken to remove the dead tree from the property. On January 2, 2020, Steve Herrig sent a letter to Tom Wilson advising him, that pursuant to the OCCGF § 8.49.040 that a Great Falls City Commission meeting was scheduled for January 21, 2020, at 7:00 p.m. This City Commission meeting would be held pursuant to OCCGF § 8.49.050. At said Commission meeting, the Commission would proceed to hear the testimony of the City personnel and the testimony of any other interested party who may be present and desire to testify respecting the condition of the above stated property. Apparent conditions on the property constitute a violation of the OCCGF §§ 8.49.030, 8.52.040, 8.52.060. Further pursuant to OCCGF § 8.49.050, upon the conclusion of the hearing, the City Commission would by resolution, declare its findings and in the event it concluded, it may declare the standing dead wood on the property to be a nuisance and direct Mr. Wilson to commence abatement of the nuisance within ten (10) days, and to complete said abatement within thirty (30) days, by removing or taking the appropriate act necessary to cure the Nuisance. Additionally, such resolution may further notify Mr. Wilson that if the nuisance is not abated, the standing dead wood on the property would be removed or other appropriate act, as the case may be, by the City and the expenses thereof shall remain a lien on the property.

All notifications and letters were sent by certified mail and were signed for by Mr. Wilson.

Fiscal Impact:

The cost of the tree removal and disposal, if Mr. Wilson fails to comply, is unknown at this time. If necessary, staff will contract out the work and will get quotes for the work.

Attachments/Exhibits:

1. Resolution 10327
2. January 2, 2020 Hearing Notice Letter
3. January 6, 2020 Wilson Letter
4. December 5, 2019 Herrig Letter
5. October 7, 2019 Wilson Letter
6. Notification to Remove Diseased Elm Tree
7. GIS Map
8. Tree Photo

RESOLUTION 10327

RESOLUTION DECLARING A CONDITION ON CERTAIN PROPERTY LOCATED AT 804 4TH AVENUE SOUTHWEST, S11, T20, RO3 E, BLOCK 549, LOT 005, CASCADE COUNTY, MONTANA, A NUISANCE, ORDER THE NUISANCE BE ABATED AND AUTHORIZE CITY STAFF TO FORCE ABATEMENT IF NECESSARY.

WHEREAS, Tom Wilson, (hereinafter “property owner”), owner of real property located at 804 4th Avenue Southwest, S11, T20, RO3 E, BLOCK 549, LOT 005, CASCADE COUNTY, MONTANA, and within the incorporated boundaries of the City of Great Falls, was given notice pursuant to the Official Code of the City of Great Falls (OCCGF), Section 8.49.040, of a hearing before the City Commission on January 21, 2020, wherein said property owner was informed the City Commission would proceed to hear the testimony of City personnel and the testimony of any other interested party, who may be present, and desire to testify respecting the condition of the property; and

WHEREAS, said property owner was informed that the City Commission upon the conclusion of the hearing, would by Resolution, declare its findings, and may declare the property to be a nuisance, and direct the owner to physically commence abatement of the nuisance within ten (10) days, and to complete said abatement within thirty (30) days, by removing the standing dead wood which is a prime breeding site for the elm bark beetle, or taking other appropriate action necessary to cure the nuisance; and

WHEREAS, said property owner was informed that failure to abate the nuisance would result in the property being the subject of abatement, or other appropriate act, as the case may be, by the City and expenses thereof shall remain a lien on the property; and

WHEREAS, the City Commission has conducted the hearing on January 21, 2020, regarding the property pursuant to OCCGF Section 8.49.050, hearing testimony of the City personnel and the testimony of any other interested party, who was present, and desired to testify respecting the condition of the property, the estimated cost of the standing dead wood removal or other appropriate act, by the City and the expenses thereof shall remain a lien on the property.

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

1. Staff and other interested parties having presented evidence of the condition of the subject property, and having described the condition of the subject property, the City Commission does hereby find the same to be a nuisance pursuant to OCCGF Sections 8.49.010, 8.52.040, 8.52.060, and hereby directs the owner to commence abatement within (10) days of the date of this Resolution to the satisfaction of the Great Falls Park and Recreation Director, pursuant to Title 8, Chapter 49 of the OCCGF.

2. It is further ordered that, abatement, to the satisfaction of the Great Falls Park and Recreation Director, be completed within thirty (30) days of the date of this Resolution, pursuant to Title 8, Chapter 49 of the OCCGF.
3. It is further ordered that, if the owner fails to abate said nuisance as ordered and within the time allowed, the City Staff is directed to take any and all steps necessary to abate the nuisance with all expenses to attach as a special assessment against the property.
4. This Resolution shall be in effect for a six (6) month period from the date below.
5. City staff shall serve the said property owner with a copy of this Resolution by certified mail, postage prepaid, and return receipt requested as required by Title 8, Chapter 49 of the OCCGF.

BE IT FURTHER RESOLVED BY SAID CITY COMMISSION that this Resolution shall become effective immediately upon its passage and approval.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana on January 21, 2020.

Bob Kelly, Mayor

ATTEST:

Lisa Kunz, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT;

Joseph Cik, Assistant City Attorney



January 2, 2020

Tom Wilson
316 1st Ave South
Great Falls, MT 59401

804 4th Avenue South West
Great Falls, MT 59404

Re: Nuisance vegetation located at 804 4th Avenue South West, Great Falls, MT 59404.

Dear Mr. Wilson:

I am writing this letter to you as the legal recorded owner of the above referenced property. If you no longer own the property, please advise me as soon as possible.

You are hereby advised that pursuant to the Official Code of the City of Great Falls (OCCGF) § 8.49.040 that a Great Falls City Commission meeting is scheduled for January 21, 2020, at 7:00 p.m. This City Commission meeting will be held pursuant to OCCGF § 8.49.050. At said Commission meeting, the Commission will proceed to hear the testimony of the City personnel and the testimony of any other interested party who may be present and desire to testify respecting the condition of the above stated property. Apparent conditions on the property constitute a violation of the OCCGF §§ 8.49.030, 8.52.040, 8.52.060. Based on the observations of the tree, in my professional opinion, the property constitutes a nuisance due to standing dead wood which is a prime breeding site for the elm bark beetle.

You are hereby advised that pursuant to OCCGF § 8.49.050, upon the conclusion of the hearing, the City Commission will, by resolution, declare its findings and in the event it so concludes, it may declare the property to be a nuisance and direct you to physically commence abatement of the nuisance within ten (10) days, and to complete said abatement within thirty (30) days, by removing or taking the appropriate act necessary to cure the nuisance. Additionally, such resolution shall further notify you that if the nuisance is not abated, the property will be the subject of removal or other appropriate act, as the case may be, by the City and the expenses thereof shall remain a lien on the property.

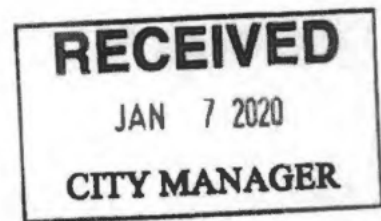
Finally, you are also hereby advised that if the City Commission declares the property to be a nuisance by resolution, the City Clerk shall file a certified copy of the resolution declaring real property a nuisance with the Cascade County Clerk and Recorder. My contact information is listed below.

Sincerely,


Stephen Herrig
Great Falls Park and Recreation Director

cc. Greg Doyon, City Manager
Joseph Cik, Assistant City Attorney

Tom Wilson
316 1st Ave South
Great Falls, MT 59401



January 6, 2020

Steve Herrig
Park & Recreation
P.O. Box 5021
Great Falls, MT 59403

RE: Tree Removal

I am in receipt of your letter dated January 2, 2020 in regards to the City Commission meeting that is being held to determine if a tree is a nuisance.

I have attached two letters that I have sent to you in the past. I have never stated that I would not remove a tree. In fact I already have two bids for the removal. Further, I have never debated whether or not a tree is a nuisance. All I have asked is for proof that it is on my property.

If the tree is truly on my property, I will remove it.

Regards,

A solid black rectangular box used to redact the signature of Tom Wilson.

Tom Wilson
804 4th Ave SW

cc: Greg Doyon, Joseph Cik



December 5, 2019

Tom Wilson
316 1st Ave South
Great Falls, MT 59401

804 4th Avenue South West
Great Falls, MT 59404

Re: Nuisance vegetation located at 804 4th Avenue South West, Great Falls, MT 59404.

Mr. Wilson,

My apologies for not attaching the maps to the previous memo. You will find maps and a picture of the tree attached with this memo. These maps were pulled from the City's Vantage Points program and MT Cadastral. Please feel free to interpret them as you will.

The City does not have a surveyor on staff and would not hire one to come out to survey the property line. The fact that the tree is on your side of the fence would lend itself to being on your property.

The remainder of this memo will remain intact from its original form for the summary tracking of what has occurred to date.

On September 27, 2019, you were provided notice from the Great Falls Park and Recreation Department that standing dead wood which is a prime breeding site for the elm bark beetle (herein after "tree") was located on your property at the above listed address. Pursuant to the Official Code of the City of Great Falls (OOCGF) Title 8, Chapter 52, this type of vegetation constitutes vegetation that is classified as a Nuisance. Said notice informed you that, pursuant to the OCCGF, you had twenty (20) days to remove said tree.

On October 7, 2019, you responded to the Park and Recreation Department that you wished to appeal the determination that the dead wood described in the notice needed to be removed. You stated in your appeal letter that 1) you were not certain the tree was located on your property; and 2) the tree may have died from chemicals in the soil.

It is the Park and Recreation Department's position, based on the GIS Mapping image of the subject parcel, that the tree is in fact located on your property. Said mapping image is attached to this correspondence and by this reference incorporated herein. Additionally, the cause of the tree to be standing dead is irrelevant. It is Nuisance vegetation because it is a prime breeding site for elm bark beetle.

Pursuant to OCCGF § 8.49.030, you are hereby provided notice of the deficiencies observed on the above cited property that constitute a Nuisance as defined by OCCGF § 8.49.010. The deficiencies on the exterior of the property include:

1. Standing dead wood which is a prime breeding site for the elm bark beetle.

Pursuant to OCCGF § 8.49.030, you are hereby provided notice of the abatement that is required to be made to mitigate the Nuisance listed at the above cited property. The required improvements and clean-up include:

1. Removal of the standing dead wood, under the direction of, and to the satisfaction of the City Forester.

Pursuant to OCCGF § 8.49.030, you will have ten (10) days as of the date that this notice was mailed to you to commence the improvements listed above. You will have thirty (30) days to complete the requirements listed above or to provide proof of substantial compliance. If the improvements are not commenced and completed within the required time parameters, the Great Falls Park and Recreation Department will pursue further administrative action on the subject property, pursuant to OCCGF §§ 8.49.040-.090.

Sincerely,



Steve Herrig
Great Falls Park and Recreation Director

Cc. Greg Doyon, City Manager
Joseph Cik, Assistant City Attorney

Tom Wilson
P.O. Box 2225
Great Falls, MT 59403

October 7, 2019

RE: Tree Removal

I wish to appeal this notice for the following reasons:

1. I am not certain that this tree is actually on my property. I will need to examine a Certified Plot Map from a Certified Survey that details the exact location of my lot line. This tree may very well be on the property directly east of my lot.
2. I am concerned that the tree has died due to the proximity to Burlington Northern's tracks and the unknown chemicals it has leached into the ground for the last 100 years, more or less.

Thank you.

A black rectangular redaction box covering the signature of Tom Wilson. A handwritten checkmark is visible to the right of the box.

Tom Wilson
804 4th Ave SW



9/27/2019

Re: NOTIFICATION TO REMOVE DISEASED ELM TREE(S)

Dear: Tom Wilson

The Great Falls Park and Recreation Department has an intensive program underway to combat a devastating disease of elm trees known as Dutch Elm Disease. Our inspector, in accordance with Chapter 8 of the Great Falls Municipal Code, has inspected and marked a tree(s) on your property at 804 4th avenue Southwest, Great Falls, MT. with tag number (8-05). This tree constitutes a nuisance as per chapter 8.52 of the City of Great Falls Municipal Code for the following reason:

_____ Positive diagnosis of Dutch Elm Disease (flagging in the crown, streaking in the cambial layer, positive identification of the fungus...)

_____ Presence of elm bark beetles which transmits Dutch Elm Disease

X Standing dead wood which is a prime breeding site for the elm bark beetle

The following information is designed to answer questions you may have about your obligation for removal of diseased or dead elm tree(s) on private property.

HOW MUCH TIME DO I HAVE TO REMOVE THIS TREE(S)?

Under the Great Falls Municipal Code, you must have this infected or dead tree(s) removed and **disposed** of within twenty (20) days of the mailing, or personal delivery, of this notice.

WHAT ARE THE STEPS I HAVE TO TAKE TO ENSURE PROPER REMOVAL AND DISPOSAL OF THIS DISEASED TREE?

You have the option of removing the tree(s) yourself or hiring a commercial tree service to do the work. Many commercial tree services will give free tree estimates. It is your responsibility to contact the tree services, check their references and insurance information, as well as arrange for the removal of the tree(s). **All above ground parts including the branches, limbs, and trunk must be disposed of at the Waste Management Landfill site north of Great Falls.** You are **required** to submit to the City Forestry Division copies of the landfill receipts, and the green tree tag upon completion of the tree removal and disposal. In no case, is it allowable to keep portions of the diseased tree(s) for firewood or transport it **anywhere** other than the Landfill. It is your responsibility to ensure that the tree service working for you complies with these regulations.

Properly disposing of diseased elm wood will slow the spread of Dutch Elm Disease.

WHAT HAPPENS IF I DO NOTHING ABOUT MY DISEASED ELM TREE(S)?

If no action is taken by the property owner by the removal deadline date, the Park and Recreation Department will have the tree removed by a private contractor and assess all costs of the removal against the property.

MAY I APPEAL THIS NOTICE FOR REMOVAL OF MY DISEASED ELM TREE(S)?

If you wish to appeal this notice for removal, you must contact the city forester within ten (10) days of receipt of the notice, or further review will thereafter be barred. If you have any questions or concerns regarding the removal process, please call the number listed below.

Park and Recreation Department
Natural Resources Division
Phone: 771-1265
Hours: 8:00 a.m. to 5:00 p.m.

Thank you for your cooperation in the fight against Dutch Elm Disease in Great Falls.

Sincerely,

A large black rectangular redaction box covering the signature of Todd Seymanski.

Todd Seymanski, City Forester
City of Great Falls

cc: D.E.D. File
Read File


804 4TH AVE SW

4TH AVE SW

8TH ST SW



☒ Subject Property
☐ Parcels


This data is a geographic representation and reference only of the area and is provided for the convenience and information of the user(s). The City of Great Falls doesn't accept any responsibility for errors or omissions. Please contact Jeff Hedstrom at (406) 455-8437 if you have any comments.

804 4th Ave SW

Located on the eastside of the property, on the west side of the fence, in between the property line fence and the eastside of the building.



Image 1. Dead Elm tree tagged for removal at 804 4th Ave SW (from a distance)



Image 2. Dead Elm tree tagged for removal at 804 4th Ave SW (up close)



Item: Interlocal Agreement between State of Montana Department of Justice (MT DOJ) and the City of Great Falls

From: Chief David Bowen

Initiated By: Chief David Bowen

Presented By: Chief David Bowen

Action Requested: Approve Interlocal Agreement to fulfill the necessary infrastructure upgrades to the Statewide Public Safety Communications System.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/not approve) the Interlocal Agreement with the State of Montana Department of Justice pursuant to Mont. Code Ann. Title 7, Chapter 11, Part 1 and fulfill the necessary infrastructure upgrades to the Statewide Public Safety Communications System.”

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

Staff Recommendation: Staff recommends that the City Commission accept the agreement and authorize the City Manager to sign the agreement.

Summary: The proposed Interlocal Agreement with the City of Great Falls provides the Montana department of Justice suitable and secure space in its existing facilities for communication system elements. These facilities include certain sites owned by Cascade County facilities located at Pacific Steel & Flying J. The City has a separate Interlocal Agreement with Cascade County to access equipment, operate and maintain these sites (dated January 21, 2020). The City of Great Falls will provide MT DOJ with access to the System elements as necessary for both routine and emergency maintenance.

Background: Following the September 11th terrorist attacks, state and federal officials recognized that having statewide radio infrastructure capable of facilitating interagency communications was essential to the administration of emergency services and the safety of Montana’s first responders. To that end, Montana officials began using state and federal funds to construct what would eventually become the Statewide Public Safety Communications System (hereinafter “System”). In 2017, the Legislature passed the Statewide Public Safety Communications System Act (hereinafter “Act”). The Act tasked the MT DOJ with the operation and maintenance of the System “for the use of state government, political subdivisions

and other participating entities”. Current users of the System include the Montana Highway Patrol, county and municipal law enforcement agencies, emergency services providers, federal agencies, the United States Air Force, and the Montana National Guard. In 2019, the Legislature passed Senate Bill 352, which appropriated \$3.75 million per year for the next ten years “for the purpose of upgrading and maintaining the existing public safety radio system infrastructure for the benefit of all law enforcement agencies statewide.”

This Agreement is entered into pursuant to Mont. Code Ann. Title 7, Chapter 11, Part 1 and is intended to fulfill the goals of the Legislature by providing necessary infrastructure upgrades to the System. More directly, the purpose of this Agreement is to establish the terms and conditions related to MT DOJ’s ownership, installation, and maintenance of certain discrete elements of the System (more specifically defined in Attachment A to this Agreement) to be housed and utilized by the City of Great Falls alongside the City of Great Falls 911’s own communications systems. These System components will be critical in the administration of the Statewide Public Safety Communications System.

The Agreement enables the City to continue to use the statewide communications system and will improve the performance and overall reliability of the system. This upgrade is consistent with what is occurring across other locations in the state.

Fiscal Impact: There is no fiscal impact to the City of Great Falls at this time, however this is the first part of a larger upgrade that is needed for our communications system. The next steps will require us to replace the remaining outdated equipment at the radio sites and the end users mobile and portable radios. By entering into this agreement the state is committing to install new equipment and provide for the warranty and maintenance on the system for the next 8 years resulting in a total of over \$800,000 dollars.

Alternatives: The City Commission could vote to deny the agreement which would jeopardize our first responders’ ability to communicate and fail to take advantage of the funds provided by the state.

Concurrences: City of Great Falls, Cascade County and the MT DOJ

Attachments/Exhibits:

City of Great Falls Interlocal Agreement, V20200108

INTERLOCAL AGREEMENT

This Interlocal Agreement (“Agreement”) is entered into by and between the State of Montana, Montana Department of Justice, located at 215 North Sanders Street, Helena, MT, 59601 (“DOJ”) and the City of Great Falls, located at P.O. Box 5021, Great Falls, Montana, 59403-5021

History and Purpose. Following the September 11th terrorist attacks, state and federal officials recognized that having statewide radio infrastructure capable of facilitating interagency communications was essential to the administration of emergency services and the safety of Montana’s first responders. To that end, Montana officials began using state and federal funds to construct what would eventually become the Statewide Public Safety Communications System (hereinafter “System”). In 2017, the Legislature passed the Statewide Public Safety Communications System Act (hereinafter “Act”). The Act tasked the Montana Department of Justice with the operation and maintenance of the System “for the use of state government, political subdivisions, and other participating entities”. Current users of the System include the Montana Highway Patrol, county and municipal law enforcement agencies, emergency services providers, federal agencies, the United States Air Force, and the Montana National Guard. In 2019, the Legislature passed Senate Bill 352, which appropriated \$3.75 million per year for the next ten years “for the purpose of upgrading and maintaining the existing public safety radio system infrastructure for the benefit of all law enforcement agencies statewide.”

This Agreement is entered into pursuant to Mont. Code Ann. § 7-11-101, et seq., and is intended to fulfill the goals of the Legislature by providing necessary infrastructure upgrades to the System. More directly, the purpose of this Agreement is to establish the terms and conditions related to DOJ’s ownership, installation, and maintenance of certain discrete elements of the System (more specifically defined in Attachment A to this Agreement) to be housed and utilized by the City of Great Falls alongside the City of Great Falls 911’s own communications systems. These System components will be a critical component in the administration of the Statewide Public Safety Communications System.

Obligations of the City of Great Falls. The City of Great Falls shall provide suitable and secure space in its facilities for the System elements to be housed in both its facilities and certain Cascade County facilities (Pacific Steel & Flying J) where the City of Great Falls has been provided authority and access for equipment installation, operation and maintenance pursuant to a separate Interlocal Agreement between the County and the City dated January 21, 2020. The City of Great Falls shall provide DOJ with access to the System elements as necessary for both routine and emergency maintenance. The City of Great Falls shall not meter or in any way restrict or invoice DOJ for access to or the electricity necessary to operate the System elements.

Obligations of DOJ. DOJ shall provide the City of Great Falls with access to and use of the Statewide Public Safety Communications System. DOJ shall bear the costs of labor and materials related to the upgrade and maintenance of its System elements and shall endeavor to schedule all routine maintenance to the System elements during normal business hours, with reasonable advance notice to the City of Great Falls. It is expected that DOJ will, as part of its upgrade of the System, remove an outdated system which is the property of the City of Great Falls. DOJ will return that equipment to the City of Great Falls in the condition in which it existed prior to its removal.

Term / Termination. The term of this Agreement until June 30, 2029 and will be renewed automatically for one (1) year periods thereafter. After the initial ten (10) year term, the Agreement may be terminated by either party upon one hundred eighty (180) days written notice to the other party of its

desire to terminate the Agreement. No later than thirty (30) days after the effective termination date, the DOJ will remove all of the equipment described in Attachment A from the City of Great Falls facilities.

Financing. No funds will be transferred between the DOJ and the City of Great Falls. The purchase, installation, and maintenance of the radio system is financed by appropriations made by the Legislature in Senate Bill 352 of the 66th Legislature for this purpose.

Jurisdiction and Venue. This Agreement shall be interpreted and enforced pursuant to Montana law. In the event of litigation concerning this Agreement, venue shall be proper in the First Judicial District Court, Lewis and Clark County, Montana.

Termination. This Agreement may be terminated by either party upon one hundred eighty (180) days' notice to the other party.

Administration. This cooperative undertaking will be administered by the Attorney General of the State of Montana or his designee.

Contacts. The contact for this contract for the Montana Department of Justice shall be Colonel Tom Butler of the Montana Highway Patrol. The contact for this contract for the City of Great Falls shall be Chief of Police David Bowen.

Retirement Systems Contributions. No employment is contemplated by this Agreement and therefore no retirement systems contributions will be paid by either the State or the County under this Agreement.

Compliance with Laws. The parties agree that in the actions undertaken pursuant to this Agreement, shall comply with all applicable state and federal laws, regulations, and municipal ordinances including, but not limited to, all workers' compensation laws, all environmental laws including, but not limited to, open meetings and public records laws, privacy laws, all applicable City, County, and State building and electrical codes, the Americans with Disabilities Act, and all non-discrimination statutes and regulations, including but not limited to the Governmental Code of Fair Practices.

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

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

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

Construction. In the event of any ambiguity or imprecision in regard to the construction of the provisions of this Agreement, such ambiguity or imprecision shall not, as a matter of course, be construed against any of the undersigned entities. All provisions of this agreement shall be con-

strued to effect the manifest intent and purpose of this Agreement. If any provision of this Agreement is held unenforceable or invalid, then such provision shall be modified, by an amendment, to reflect the Agencies' intention. All remaining provisions of this Agreement shall remain in full force and effect.

Authority. DOJ as an agency or department of the State of Montana within the meaning of Mont. Code Ann. § 7-11-103 and the City of Great Falls as a municipality of the State of Montana within the meaning of Mont. Code Ann. § 7-11-103 are authorized by Mont. Code Ann. § 7-11-104 to contract with each other to participate in the provision or maintenance of the public infrastructure facility, project or service that is the subject of this Agreement.

Filing. DOJ will be responsible for filing a copy of this Agreement with both (1) the Montana Secretary of State and (2) the Cascade County Clerk & Recorder as contemplated by Mont. Code Ann. § 7-11-107.

Assent. Pursuant to Mont. Code Ann. § 7-11-104, the undersigned hereby authorize, approve, and execute the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this agreement:

STATE OF MONTANA, MONTANA DEPARTMENT OF JUSTICE

Colonel Tom Butler, Montana Highway Patrol

APPROVED AS TO LEGAL CONTENT (DOJ)

Jeffrey M. Hindoien
Deputy Attorney General

CITY OF GREAT FALLS, MONTANA

By _____
Bob Kelly, Mayor

Date

ATTEST:

(SEAL)

Lisa Kunz, City Clerk

***APPROVED AS TO FORM:**

By _____
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.

ATTACHMENT A TO INTERLOCAL AGREEMENT

The following System components will be installed and maintained by DOJ in the City of Great Falls facilities as described above:

COMPO- NENT	QTY	NOMENCLA- TURE	DESCRIPTION
MCC7500	6	TT3492	Z2 G4 MINI WORKSTATION NON RETURNAB
MCC7500	1	B1905	MCC 7500 ASTRO 25 SOFTWARE
MCC7500	6	CA00899AA	ADD: MCC 7500 DISPATCH CONSOLE SOFT
IRR	6	DDN2251	IRR SOFTWARE UPGRADE TO V48
IRR	6	DSICUSBAU- DIO7D	STARTECH 7.1 USB AUDIO ADAPTER SOUN
IRR	6	DDN1574	USB HUB 7 PORT
AUX_IO	1	T7955	SDM3000 ALL CONFIGURATION SOFTWARE
AUX_IO	1	CA02411AA	ADD: AUX_I-O_SERVER FIRMWARE UPGRAD
GCP8000	1	T7140	G-SERIES SOFTWARE UPGRADE
GCP8000	1	CA01246AA	ADD: MCC 7500 CONV SITE UPGRADE
DVD DRIVE	1	DSF2B56AA	USB EXTERNAL DVD DRIVE
QUANTAR	1	T6693	SOFTWARE UPGRADE KIT
QUANTAR	8	X591AB	ADD: ASTRO25 SITE REPEATER UPGRADE
PSC9600	1	T6931	ASTRO 25 TRUNKING SOFTWARE
PSC9600	4	CA00276AA	ADD: PSC 9600 SOFTWARE UPGRADE

SITE	QTY	NOMENCLA- TURE	DESCRIPTION
FLYING J	1	SQM01SUM7054	GTR 8000 EXPANDABLE SITE SUBSYSTEM
FLYING J	1	CA00717AA	ADD: ASTRO SYSTEM RELEASE 7.17
FLYING J	1	X530BG	ADD: VHF (136-174 MHZ)
FLYING J	1	X304AE	ADD: QTY (4) GTR 8000 BASE RADIOS
FLYING J	4	X591AE	ENH: ASTRO 25 SITE REPEATER SW
FLYING J	1	CA02686AA	ADD: AC DC POWER DISTRIBUTION
FLYING J	2	CA00303AA	ADD: QTY (1) SITE CONTROLLER
FLYING J	2	CA03177AA	ADD: ASTRO SITE REPEATER SC SW
FLYING J	1	CA01402AA	ADD: 7 FT OPEN RACK
FLYING J	1	T8343	GSERIES SOFTWARE LICENSING
FLYING J	4	UA00401AA	ADD: GSERIES BR-P25 TRNK ST RPTR
FLYING J	2	UA00406AA	ADD: GSERIES SC-P25 TRNK ST RPTR
PACIFIC ST	1	SQM01SUM7054	GTR 8000 EXPANDABLE SITE SUBSYSTEM
PACIFIC ST	1	CA00717AA	ADD: ASTRO SYSTEM RELEASE 7.17
PACIFIC ST	1	X530BG	ADD: VHF (136-174 MHZ)

PACIFIC			
ST	1	X304AE	ADD: QTY (4) GTR 8000 BASE RADIOS
PACIFIC			
ST	4	X591AE	ENH: ASTRO 25 SITE REPEATER SW
PACIFIC			
ST	1	CA02686AA	ADD: AC DC POWER DISTRIBUTION
PACIFIC			
ST	2	CA00303AA	ADD: QTY (1) SITE CONTROLLER
PACIFIC			
ST	2	CA03177AA	ADD: ASTRO SITE REPEATER SC SW
PACIFIC			
ST	1	CA01402AA	ADD: 7 FT OPEN RACK
PACIFIC			
ST	1	T8343	GSERIES SOFTWARE LICENSING
PACIFIC			
ST	4	UA00401AA	ADD: GSERIES BR-P25 TRNK ST RPTR
PACIFIC			
ST	2	UA00406AA	ADD: GSERIES SC-P25 TRNK ST RPTR



Item: Interlocal Agreement between Cascade County and The City of Great Falls to Utilize Cascade County Tower Sites.

From: Chief David Bowen

Initiated By: Chief David Bowen

Presented By: Chief David Bowen

Action Requested: Approve Interlocal Agreement to Utilize Cascade County Tower Sites.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/not approve) the Interlocal Agreement with Cascade County for the utilization of the Pacific Steel & Recycling and Flying J, Inc. radio towers”.

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

Staff Recommendation: Staff recommends that the City Commission accept the agreement and authorize the City Manager to sign the agreement.

Summary: The agreement clarifies the terms and conditions of the City of Great Falls’ ongoing utilization of the Sites, removal of and use of certain County Equipment, and installation and maintenance of State Equipment. The Agreement enables the City to continue to use the statewide communications system and will improve the performance and overall reliability of the system. These upgrades are consistent with other Sites around the state.

Background: Cascade County entered into a 20-year Communication Site Lease Agreement with Pacific Steel & Recycling ("Pacific Lease"), dated December 1, 2006, and set forth in Attachment A to Interlocal Agreement. Cascade County entered into a 20-year Communication Site Lease Agreement with Flying J, Inc. ("Flying J Lease"), February 1, 2007. The City of Great Falls utilizes these tower sites for its radio system.

Fiscal Impact: The City of Great Falls acknowledges that Cascade County expends Seven Thousand Five Hundred (\$7,500) Dollars each fiscal year for utilities at the Sites which are necessary to support the Communications systems and exclusively benefit the City of Great Falls. In consideration of this expenditure, the City of Great Falls shall provide Cascade County with an off-setting credit in the amount of Seven Thousand Five Hundred (\$7,500) Dollars each fiscal year to Cascade County's 911 (PSAP) and dispatch services budget. This agreement also allows us to leverage the money committed

by the state over the next 8 years for equipment, warranty, and maintenance totaling over \$800,000. This is the first step in a large upgrade needed in our communications system. Next steps will require us to replace the remaining outdated equipment at the radio sites and the end users mobile and portable radios.

Alternatives: The City Commission could vote to deny the agreement which would jeopardize our first responders' ability to communicate and fail to take advantage of the funds provided by the state.

Concurrences: Cascade County Commission approved the Agreement during their December 24, 2019 meeting.

Attachments/Exhibits:

Cascade County Interlocal Agreement CCSO19-204

Return to: Commission

INTERLOCAL AGREEMENT

BETWEEN CASCADE COUNTY AND THE CITY OF GREAT FALLS TO UTILIZE CASCADE COUNTY TOWER SITES

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

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

WHEREAS, Cascade County and the City of Great Falls, are corporate political subdivisions of the State of Montana, and as of such are "public agencies," as defined by Mont. Code Ann. § 7-11-103; and

WHEREAS, Cascade County entered into a 20-year Communication Site Lease Agreement with Pacific Steel & Recycling ("Pacific Lease"), for a tract of land located in the SE ¼ Section 31 and SW ¼ Section 32, T21N, R4D, P.M.M., in Cascade County, Montana, on December 1, 2006, as set forth in Attachment A to this Interlocal Agreement; and

WHEREAS, Cascade County entered into a 20-year Communication Site Lease Agreement with Flying J, Inc. ("Flying J Lease"), for a tract of land legally described as follows:

Starting at the South Quarter Corner of Section 21, thence N 89° 50' 57" E, 1480.00 ft, thence N 00° 09' 03" W, 90.00 ft, to the True Point of Beginning, thence N 00° 09' 03" W, 100 ft, thence N 89° 50' 57" E, 100 ft, thence S 00° 09' 03" E, 100 ft, thence S 89° 50' 57" W 100 ft, to the True Point of Beginning, containing 0.2296 acres in all.

situated in Cascade County, Montana, on February 1, 2007, as set forth in Attachment B to this Interlocal Agreement; and

WHEREAS, Cascade County has utilized the Pacific and Flying J Lease agreements as a site ("Site") to locate radio equipment that serves public safety and emergency services as part of a statewide Trunked radio system, statewide mobile data system and local county/city radio system in and upon the leased premises; and

WHEREAS, Cascade County has, at each Site, established a radio equipment building (approximately 12 ft x 30 ft) in size to contain, a Self-Supporting Tower approximately 150 ft in height for the placement of antennas and microwave dishes, a generator, a propane tank, utilities and other equipment required for a VHF public safety communications system (collectively "County Equipment"); and

WHEREAS, the City of Great Falls utilizes each Site and County Equipment to support its public safety communications ("Communications"); and

WHEREAS, the City of Great Falls desires to avail itself of certain funds which the State of Montana is making available to the City of Great Falls pursuant to Senate Bill 352, to upgrade its Communications in conjunction with the State of Montana with the acquisition and installation of new 800 MHz communication equipment ("State Equipment") which will replace some of the County Equipment; and

WHEREAS, Cascade County and the City of Great Falls intend to clarify the terms and conditions of the City of Great Falls' ongoing utilization of the Sites, removal of and use of certain County Equipment, and installation and maintenance of State Equipment.

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

1. Incorporation of Recitals.

The Recitals set forth above are incorporated into and shall constitute a material part of this Interlocal Agreement ("Agreement").

2. Purpose of Agreement.

The purpose of this Agreement is to clarify the terms and conditions of the City of Great Falls' ongoing utilization of the Sites, removal of and use of certain County Equipment, and installation and maintenance of State Equipment.

3. Term and Duration of the Agreement.

This Agreement shall be immediately effective upon its execution by the duly authorized representatives of Cascade County and the City of Great Falls. This Agreement shall continue in full force and effect as to the Pacific Lease Site until such time as the Pacific Lease Site shall terminate unless otherwise earlier terminated as set forth in Section 14 herein. This Agreement shall continue in full force and effect as to the Flying J Lease Site until such time as the Flying J Lease shall terminate, unless otherwise earlier terminated as set forth in Section 14 herein.

4. Sites and Equipment.

Cascade County shall retain and have exclusive title, responsibility, and control over all existing structures and County Equipment at each Site. Cascade County recognizes that as part of the Communications upgrade, the existing VHF radio equipment, including but not limited to antennas and microwave dishes, on and affixed to each Self-Supporting Tower will need to be removed. Cascade County does hereby consent, with reasonable advance notice to Cascade County, to the removal of such radio equipment by the City of Great Falls and/or its authorized agent. Removal of such radio equipment shall be accomplished with all reasonable care and at no expense to Cascade County. All such radio equipment shall be surrendered to Cascade County, in the same condition in which it existed prior to its removal, at a time and place to be agreed upon.

The City of Great Falls and/or its authorized agent, shall have exclusive title, responsibility and control over any equipment or system installed at each Site, as set forth in Attachment C to this Agreement, and shall bear all costs of labor and materials related to the acquisition, installation and maintenance thereof. Further, the City of Great Falls warrants that its equipment will not interfere with other electronics in contravention of the Pacific and Flying J Leases and that it shall immediately discontinue use of such equipment upon written notice from Cascade County of such.

5. Consideration and Financing.

The City of Great Falls acknowledges that Cascade County expends Seven Thousand Five Hundred (\$7,500) Dollars each fiscal year for utilities at the Sites which are a necessity to support the Communications systems and exclusively benefit the City of Great Falls. In consideration of this expenditure, the City of Great Falls shall provide Cascade County with an off-setting credit in the amount of Seven Thousand Five Hundred (\$7,500) Dollars each fiscal year to Cascade County's 911 (PASP) and dispatch services budget.

6. Creation of Legal Entity.

This Agreement does not create a separate legal entity.

7. Retirement Systems Contributions.

No new employment is contemplated by this Agreement and therefore no retirement systems contributions will be paid by either party under this Agreement.

8. Condition of Property.

The City of Great Falls assumes all risk of loss occurring to the improvements it constructs, places or installs upon the Sites and County Equipment. The City of Great Falls agrees to maintain the property in substantially the same condition as it now is and shall not permit any waste to be committed to the Sites or County Equipment. The City of Great Falls shall always maintain the Sites in a neat manner.

9. Access and Quiet Enjoyment.

The City of Great Falls acknowledges that the Sites and their access roads are on private property leased by Cascade County. As such, Cascade County has no independent authority to perform access road maintenance. In the event that the access road maintenance is inadequate for the City of Great Falls' purposes hereunder, the City of Great Falls may notify Cascade County. Cascade County agrees to seek approval for the City of Great Falls to perform its desired access road maintenance. In no event shall Cascade County be responsible for any such access road maintenance.

The City of Great Falls further acknowledges that pursuant to the terms of the Flying J and Pacific Leases, access to the Sites are restricted to those agencies whose maintenance staff must access the Sites to maintain the equipment and include Cascade County, the Montana Department of Transportation, Montana Highway Patrol, private radio communications companies, and private contractors to supply propane and generator maintenance. The City of Great Falls agrees that access shall be limited to "contractors or employees" of the stated agencies for the purposes of installing, removing, or maintaining the equipment and only for the purpose of installing and maintaining the equipment. Access to the Sites shall be limited to daylight hours; unless an emergency arises that makes access at other times necessary to remedy the delivery of emergency services to the public.

The City of Great Falls agrees to provide Cascade County with at least 24 hours' advance notice of any need to access the Sites; unless an emergency

arises that makes shorter notice necessary to remedy the delivery of emergency services to the public.

10. Liability and Indemnity.

The City of Great Falls assumes all risk of and, subject to the limitations of Mont. Code Ann. § 2-9-108, shall indemnify and hold harmless Cascade County for any claims, or legal actions for personal injury to or death of any person, or damage to or destruction of property of anyone, including County, resulting directly or indirectly, from the City of Great Falls' use of the Sites, excepting such claims or legal actions which are caused by the negligence of Cascade County.

11. Compliance with Laws.

The parties agree that in the actions undertaken pursuant to this Agreement, shall comply with all applicable state and federal laws, regulations, and municipal ordinances including, but not limited to, all workers' compensation laws, all environmental laws including, but not limited to, open meetings and public records laws, privacy laws, all applicable City, County, and State building and electrical codes, the Americans with Disabilities Act, and all non-discrimination statutes and regulations.

12. Amendments.

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

13. Jurisdiction, Venue, Costs and Fees.

This Agreement shall be interpreted and enforced pursuant to Montana law. In the event of litigation concerning this Agreement, venue shall be proper in the Eighth Judicial District Court, Cascade County, Montana. The parties in any action brought to enforce this Agreement shall bear their own costs and attorney fees.

14. Termination.

This Agreement may be terminated by either party upon one hundred eighty (180) days' notice to the other party. No later than thirty (30) days after the effective termination date, the City of Great Falls will remove, at its sole expense, all the equipment described in Attachment C from the Sites and shall repair any and all damage to the Sites which may result from such removal.

15. Administration.

Any administration necessitated by this Agreement shall be performed by Cascade County.

16. Contacts.

The contacts for this Agreement shall be:

Public Works Director for Cascade County.

Chief of Police for the City of Great Falls.

17. Severability.

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

18. Merger.

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

19. Construction.

In the event of any ambiguity or imprecision in regard to the construction of the provisions of this Agreement, such ambiguity or imprecision shall not, as a matter of course, be construed against any of the undersigned entities. All provisions of this Agreement shall be construed to effect the manifest intent and purpose of this Agreement. If any provision of this Agreement is held unenforceable or invalid, then such provision shall be modified, by an amendment, to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

20. Assignment and Authority.

Neither party may assign, transfer, or convey any right or obligation set forth in this Agreement without the prior written consent of the other party. The undersigned represent that they have authority to enter into this Agreement.

21. Time is of the Essence.

Time is of the essence in the performance of all parties' obligations and duties under this Agreement.

22. Assent.

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

DATED this _____ day of _____, 2019.

CITY OF GREAT FALLS,
MONTANA

Bob Kelly, Mayor

ATTEST:

(Seal of the City)

Lisa Kunz, City Clerk

*APPROVED AS TO FORM:

By _____
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.

BOARD OF COUNTY COMMISSIONERS,
CASCADE COUNTY

Joe Briggs, Chairman

Interlocal Agreement Between
Cascade County and The City of Great Falls
To Utilize Cascade County Tower Sites
Page 7 of 8

CONTRACT

19-204

[REDACTED]
James L. Larson, Commissioner

[REDACTED]
Jane Weber, Commissioner

ATTESTED this 24th day of December, 2019

[REDACTED] by deputy [REDACTED]
Cascade County Clerk & Recorder



* APPROVED AS TO FORM:

Josh Racki, County Attorney

[REDACTED]
DEPUTY COUNTY ATTORNEY

* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.

Attachment A
Communication Site
LEASE AGREEMENT

This agreement is entered into between Pacific Steel & Recycling, herein referred to as the "Lessor", whose mailing address is:

Name: **Pacific Steel & Recycling**
Address: **1401 3rd Street N.W.**
P.O. Box 1549
Great Falls, MT 59403
Phone: (406) - 791-8500 Fax Phone: (406) - 727-9833
Contact: Tom Miller Cell: (406) - 750-0541

and Cascade County, herein referred to as the "County", whose mailing address is:

Name: **Cascade County**
Agency: **Weed & Mosquito Management**
Address: **521 1st Ave NW**
Phone: **454-6920 Ext 303**

WHEREAS, the Lessor is the owner of the real property described in this agreement, and the County desires to lease it under the terms of this agreement.

NOW, THEREFORE, in consideration of the terms set forth in this agreement, the parties agree as follows:

DESCRIPTION: This agreement governs the lease of the following described real property referred to in this agreement as the "SITE" or the "PROPERTY."

Site Description:

South Western Corner of Property on and near an existing concrete slab, total area used will be approximately 100' x 100'.

Legal Description:

A tract of land located in the SE $\frac{1}{4}$ Section 31 and SW $\frac{1}{4}$ Section 32, T21N, R4E, P.M.M.
Located in Cascade County, MT.

Said tract of land contains 20.103 acres more or less.

commonly described as:

Former Atlantic Richfield Co., Wire Mill Tract.

PURPOSE: The purpose of this lease is to provide a "site" to locate radio equipment that serves public safety and emergency services as part of a statewide "Trunked" radio system, statewide mobile data system and local county/city radio system. The County will utilize the existing utility line. The Lessor shall allow a radio equipment building (approximate size (12 ft X 30 ft), an approximately 150 ft Self Supporting Tower (for the placement of antennas and microwave dishes), Generator, Propane Tank, Utilities and other equipment as may be required for the public safety communications. The "site" and/or the tower may not be used by private radio communications companies, individuals or businesses. The use is intended for emergency services and public safety only.

TERM: The term of this agreement shall begin on the 1st day of December, 2006 for an initial term of 20 YEARS. This agreement shall be automatically renewed from year to year thereafter unless either party gives written notice of revision to the other on or before the first (1st) day of September of any year (beginning September, 2007.)

NOTICE: Any notice required or given pursuant to this agreement shall be deemed effective on the day it is personally received by an agent of the Lessor or County who acknowledges they are authorized to receive the notice or on the day the notice is deposited in the United States Mail, Certified Mail, Return Receipt Requested, Postage Prepaid and addressed to the party at the address set forth herein.

RENT: Is annual rental of \$ 1 per year, payable in advance, on the 1 day of December of each year. Payment shall be made through the U.S. Mail to the Lessor at the address listed above.

CONDITION OF PROPERTY: County assumes all risk of loss occurring to the improvements it constructs or places upon the property, and loss of the same by fire or other casualty shall not affect its responsibility to perform this contract. County agrees to maintain the property in substantially the same condition as it now is and shall not permit any waste to be committed to the property, provided, however that the parties realize the construction of the improvements upon the property will result in some ground disturbance. The County agrees to review and obtain approval from the Lessor for construction, reconstruction, or alternation plans other than routine maintenance and repair.

The County shall maintain the premises in a neat manner at all times. The parties agree that if the County stops using the "site" that the County shall remove the tower and building and make a good faith effort to restore the property to its original condition. The parties agree that the improvements to the site consist of one radio tower, building, generator, propane tank, microwave dish(s) and antennas.

ACCESS AND QUIET ENJOYMENT: The County acknowledges that real property and its access road is on private property and the County is obligated to maintain the road to fit the counties needs or requirements with lessor's approval. Access shall be limited to radio maintenance employees or contractors who install or maintain the equipment, generator, building and tower. Agencies whose maintenance staff must access the "site" to maintain the equipment include the County, Montana Department of Transportation, Montana Highway Patrol, private radio communications companies, and private contractors to supply propane and generator

maintenance. Access shall be limited to "contractors or employees" of the listed agencies for the purposes of installing, removing or maintaining the equipment and only for the purpose of installing and maintaining the equipment. Access to the real property by the County or other agencies employees or contractors, shall be limited to daylight hours; unless an emergency arises that makes access at other times necessary to remedy the delivery of emergency services to the public.

INTERFERENCE WITH OTHER ELECTRONIC OPERATIONS: The County understands that its equipment must not interfere with other electronics located on the mountaintop.

SUCCESSORS IN INTEREST: The Lease shall be binding upon the heirs, successors and assigns of the parties hereto.

COUNTERPARTS: At least two copies of this agreement shall be signed by the parties and each copy shall be deemed an original.

INDEMNITY: County assumes all risk of and shall indemnify and hold harmless Lessor for any claims, or legal actions for personal injury to or death of any person, or damage to or destruction of property of anyone, including County resulting directly or indirectly, from County use of the permitted premises, excepting such claims or legal actions which are caused by the sole negligence of any current Lessor. Applicable Montana statutory provisions limit liability to Seven Hundred Fifty Thousand Dollars and No Cents (\$750,000) per claim/per person or One Million Five Hundred Thousand Dollars and No Cents (\$1,500,000) per occurrence.

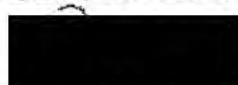
IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the date appearing beside their respective signatures.

COUNTY:

BOARD OF COUNTY COMMISSIONERS,
CASCADE COUNTY, MONTANA



Peggy Beltrone, Chairman


Lance Olson, Commissioner


Joe Briggs, Commissioner

Attest

On this 28 day of November, 2006, I hereby attest the above-written signatures of I hereby attest the above-written signatures of Peggy Beltrone, Lance Olson and Joe Briggs, Cascade County Commissioners.


Peggy Carrico, Cascade County Clerk and Recorder

LESSOR:

Name: Pacific Steel & Recycling

Lessor: 

Date 11/17/06

STATE OF MONTANA)

County of Cascade)

Acknowledged before me this 17th day of November, 2006 by Peggy Carrico in their capacity as the Recorder

(SEAL)


Notary Public for the State of Montana

Residing at 1401 3rd St NW Great Falls MT

My Commission Expires 10-25-2007

Attachment B
Communication Site
LEASE AGREEMENT

**COPY**

This agreement is entered into between Flying J Inc., herein referred to as the "Lessor", whose mailing address is:

Name: Flying J Inc.
Address: 1104 Country Hills Drive
Ogden, Utah 84403
Phone: (801)-624-1256
Fax Phone: (801)-624-1705
Contact: Russell Workman

and Cascade County, herein referred to as the "County", whose mailing address is:

Name: Cascade County
Agency: Weed & Mosquito Management
Address: 521 1st Ave NW
Great Falls, Mt 59404
Phone: (406)-454-6920 Ext 303

WHEREAS, the Lessor is the owner of the real property described in this agreement, and the County desires to lease it under the terms of this agreement.

NOW, THEREFORE, in consideration of the terms set forth in this agreement, the parties agree as follows:

DESCRIPTION: This agreement governs the lease of the following described real property referred to in this agreement as the "SITE" or the "PROPERTY."

Site Description:

East side of property, total area used will be approximately 100' x 100'. See attached map.

Legal Description:

Starting at the South Quarter Corner of Section 21, thence N 89° 50' 57" E, 1480.00 ft, thence N 00° 09' 03" W, 90.00 ft, to the True Point of Beginning, thence N 00° 09' 03" W, 100 ft, thence N 89° 50' 57" E, 100 ft, thence S 00° 09' 03" E, 100 ft, thence S 89° 50' 57" W, 100 ft, to the True Point of Beginning, containing 0.2296 acres in all.

commonly described as:

Flying J Inc. property on Gore Hill.

PURPOSE: The purpose of this lease is to provide a "site" to locate radio equipment that serves public safety and emergency services as part of a statewide "Trunked" radio system, statewide mobile data system and local county/city radio system. The County will utilize the existing utility line. The Lessor shall allow a radio equipment building (approximate size (12 ft X 30 ft), an approximately 150 ft Self Supporting Tower (for the placement of antennas and microwave dishes), Generator, Propane Tank, Utilities and other equipment as may be required for the public safety communications. The Flying J may install and operate transmission and receiving equipment in the site in order to offer wireless communications services to it's customers. The easement area may not be used for any commercial purposes or for any purpose other than expressly stated in this document.

Flying J Inc may change the location of the lease to another reasonable and functional location, at Flying J Inc. expense, if the subject tower and building interfere with the future development decisions of Fly J Inc.

TERM: The term of this agreement shall begin on the 1st day of February, 2007 for an initial term of 20 YEARS. This agreement shall be automatically renewed from year to year thereafter unless either party gives written notice of revision to the other on or before the first (1st) day of September of any year (beginning September, 2007.)

NOTICE: Any notice required or given pursuant to this agreement shall be deemed effective on the day it is personally received by an agent of the Lessor or County who acknowledges they are authorized to receive the notice or on the day the notice is deposited in the United States Mail, Certified Mail, Return Receipt Requested, Postage Prepaid and addressed to the party at the address set forth herein.

RENT: Is annual rental of \$ 1 per year.

CONDITION OF PROPERTY: County assumes all risk of loss occurring to the improvements it constructs or places upon the property, and loss of the same by fire or other casualty shall not affect its responsibility to perform this contract. County agrees to maintain the property in substantially the same condition as it now is and shall not permit any waste to be committed to the property, provided, however that the parties realize the construction of the improvements upon the property will result in some ground disturbance. The County agrees to review and obtain approval from the Lessor for construction, reconstruction, or alternation plans other than routine maintenance and repair.

The County shall maintain the premises in a neat manner at all times. The parties agree that if the County stops using the "site" that the County shall remove the tower and building and make a good faith effort to restore the property to its original condition. The parties agree that the improvements to the site consist of one radio tower, building, generator, propane tank, microwave dish(s) and antennas.

ACCESS AND QUIET ENJOYMENT: The County acknowledges that real property and its access road is on private property and the County is obligated to maintain the road to fit the counties needs or requirements with lessor's approval. Access shall be limited to radio

maintenance employees or contractors who install or maintain the equipment, generator, building and tower. Agencies whose maintenance staff must access the "site" to maintain the equipment include the County, Montana Department of Transportation, Montana Highway Patrol, private radio communications companies, and private contractors to supply propane and generator maintenance. Access shall be limited to "contractors or employees" of the listed agencies for the purposes of installing, removing or maintaining the equipment and only for the purpose of installing and maintaining the equipment. Access to the real property by the County or other agencies employees or contractors, shall be limited to daylight hours, unless an emergency arises that makes access at other times necessary to remedy the delivery of emergency services to the public.

INTERFERENCE WITH OTHER ELECTRONIC OPERATIONS: The County understands that its equipment must not interfere with other electronics at the location.

SUCCESSORS IN INTEREST: The Lease shall be binding upon the heirs, successors and assigns of the parties hereto.

COUNTERPARTS: At least two copies of this agreement shall be signed by the parties and each copy shall be deemed an original.

INDEMNITY: County assumes all risk of and shall indemnify and hold harmless Lessor for any claims, or legal actions for personal injury to or death of any person, or damage to or destruction of property of anyone, including County resulting directly or indirectly, from County use of the permitted premises, excepting such claims or legal actions which are caused by the sole negligence of any current Lessor. Applicable Montana statutory provisions limit liability to Seven Hundred Fifty Thousand Dollars and No Cents (\$750,000) per claim/per person or One Million Five Hundred Thousand Dollars and No Cents (\$1,500,000) per occurrence.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the date appearing beside their respective signatures.

LESSOR:

Name: Flving J Inc.

[Redacted Signature]

Date _____

By Barre G. Burgon, Senior Vice President
KAW/RP

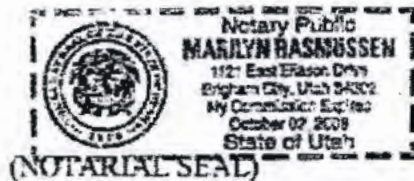
STATE OF Utah)

: ss.

County of Weber)

Acknowledged before me this 15th day of February, 2007 by Barre G. Burgon in their capacity as the Senior Vice President

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



[Redacted Signature]
Marilyn Rasmussen
(print name)
Notary Public for the State of ~~Montana~~ UTAH
Residing at Brigham City, UT
My Commission Expires: 10/02/08

COUNTY:

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

[Redacted Signature]
Lance Olson, Chairman

[Redacted Signature]
Peggy S. Beltrone, Commissioner

[Redacted Signature]
Joe Briggs, Commissioner

Attest

On this 16th day of Feb, 2007, I hereby attest the above-written signatures of I hereby attest the above-written signatures of Lance Olson, Peggy Beltrone and Joe Briggs, Cascade County Commissioners.

[Redacted Signature] by clerk
[Redacted Signature] Cascade County Clerk and Recorder

**ATTACHMENT C TO INTERLOCAL AGREEMENT BETWEEN
CASCADE COUNTY AND THE CITY OF GREAT FALLS RE
CASCADE COUNTY TOWER SITES**

The following Statewide Public Safety System components will be installed and maintained by the Montana Department of Justice (DOJ) in the Tower Sites pursuant to DOJ's Interlocal Agreement with the City of Great Falls

SITE	QTY	NOMENCLATURE	DESCRIPTION
FLYING J	1	SQM01SUM7054	GTR 8000 EXPANDABLE SITE SUBSYSTEM
FLYING J	1	CA00717AA	ADD: ASTRO SYSTEM RELEASE 7.17
FLYING J	1	X530BG	ADD: VHF (136-174 MHZ)
FLYING J	1	X304AE	ADD: QTY (4) GTR 8000 BASE RADIOS
FLYING J	4	X591AE	ENH: ASTRO 25 SITE REPEATER SW
FLYING J	1	CA02686AA	ADD: AC DC POWER DISTRIBUTION
FLYING J	2	CA00303AA	ADD: QTY (1) SITE CONTROLLER
FLYING J	2	CA03177AA	ADD: ASTRO SITE REPEATER SC SW
FLYING J	1	CA01402AA	ADD: 7 FT OPEN RACK
FLYING J	1	T8343	GSERIES SOFTWARE LICENSING
FLYING J	4	UA00401AA	ADD: GSERIES BR-P25 TRNK ST RPTR
FLYING J	2	UA00406AA	ADD: GSERIES SC-P25 TRNK ST RPTR
PACIFIC ST	1	SQM01SUM7054	GTR 8000 EXPANDABLE SITE SUBSYSTEM
PACIFIC ST	1	CA00717AA	ADD: ASTRO SYSTEM RELEASE 7.17
PACIFIC ST	1	X530BG	ADD: VHF (136-174 MHZ)
PACIFIC ST	1	X304AE	ADD: QTY (4) GTR 8000 BASE RADIOS
PACIFIC ST	4	X591AE	ENH: ASTRO 25 SITE REPEATER SW
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Item: Resolution 10330, “A Resolution Declaring that the Design Review Board Member Terms be Tolled for the Period of November 7, 2018 to December 3, 2019.”

From: Legal Department

Initiated By: Planning and Community Development

Presented By: Joseph Cik, Assistant City Attorney

Action Requested: Adopt Resolution 10330.

Suggested Motion

1. Commissioner moves:

“I move that the City Commission (adopt/deny) Resolution 10330.”

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

Staff Recommendation:

Staff recommends that the City Commission adopt Resolution 10330.

Background:

On November 7, 2018 the City Commission adopted Resolution 10256. Resolution 10256 temporarily suspended the Great Falls Design Review Board (DRB) meetings and review requirements for a period of one-hundred-eighty (180) days. The suspension of the meeting and review requirements allowed planning staff to focus directly on substantive applications and projects, as the Planning and Community Development Department was not fully staffed at the time.

On June 4, 2019, the Commission adopted Resolution 10297. Resolution 10297 suspended the DRB an additional one-hundred-eighty (180) days. During the course of that suspension, staff reviewed the DRB process in order to make the DRB review process more efficient for land development applicants.

On December 3, 2019 the Commission adopted Resolution 10321. Resolution 10321 amended the DRB’s review process. It also placed limitations on what the DRB could substantively review in the development application process. These limitations only require applicants to submit a project narrative, conceptual site plan demonstrating compliance with underlying zoning requirements, and renderings or elevations of proposed buildings.

Because the DRB had been in suspended status for so long, there is now a danger that two of the five members of the Board may term off the Board at the end of March 2020. Another member is scheduled to term off immediately. In order to retain two members, Staff is recommending the City adopt the Resolution under consideration. Resolution 10330 would toll the expiration of the DRB members' terms during the period of the DRB's suspended status. This will allow the DRB to continue with its current membership.

At its regularly scheduled meeting January 13, 2020, the DRB considered Resolution 10330. The Board voted to recommend that the City Commission adopt Resolution 10330.

Board Member	Current Term	New Proposed Term Expiration
David Grosse	3/5/2013 – 3/31/2019	2/29/2020
Kevin Vining	7/21/2015 – 3/31/2020	2/28/2021
Dani Grebe	6/16/2015 – 3/31/2020	2/28/2021
Tyson Kraft	4/1/2015 – 3/31/2021	2/28/2022
Shannon Wilson	12/19/2017-3/31/2022	2/28/2023

If the proposed Resolution is approved, Staff will begin advertising to fill for the one spot that will be vacated by Mr. Grosse at the end of February.

Alternatives:

The Commission could vote not to adopt Resolution 10330. However, this would result in at least two Board members terming off the Board at the end of March 2020.

Concurrences:

Planning and Community Development
City Clerk's Office
City Manager's Office

Attachments/Exhibits:

Resolution 10330

RESOLUTION NO. 10330

**A RESOLUTION DECLARING THAT THE DESIGN
REVIEW BOARD MEMBER TERMS BE TOLLED FOR THE
PERIOD OF NOVEMBER 7, 2018 TO DECEMBER 3, 2019.**

WHEREAS, the Great Falls City Commission adopted Resolution 10256 on November 7, 2018, temporarily suspending the Great Falls Design Review Board meetings and review requirements for a period of one-hundred-eighty (180) days; and

WHEREAS, the Great Falls City Commission also adopted Resolution 10297 on June 4, 2019, continuing the suspension of the Great Falls Design Review Board meetings and review requirements for a period of one-hundred-eighty (180) days; and

WHEREAS, the Great Falls City Commission also adopted Resolution 10321 adopting recommended process changes to the Design Review Board on December 3, 2019; and

WHEREAS, the City Commission wishes to toll the expiration of the Design Review Board members terms during the periods of suspension of the Great Falls Design Review Board meetings and review requirements; and

WHEREAS, at its meeting on January 13, 2020, the Great Falls Design Review Board voted to recommend that the City Commission adopt Resolution 10330.

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

- 1) The Design Review Board member terms are hereby tolled for the period of November 7, 2018 to December 3, 2019; and
- 2) This Resolution is effective upon adoption.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, January 21, 2020.

Bob Kelly, Mayor

ATTEST:

(CITY SEAL)

Lisa Kunz, City Clerk

APPROVED FOR LEGAL CONTENT:

Joseph Cik, Assistant City Attorney