



**City Commission Meeting Agenda
2 Park Drive South, Great Falls, MT
Commission Chambers, Civic Center
December 03, 2019
7:00 PM**

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL / STAFF INTRODUCTIONS

AGENDA APPROVAL

CONFLICT DISCLOSURE / EX PARTE COMMUNICATIONS

PETITIONS AND COMMUNICATIONS

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

1. Miscellaneous reports and announcements.

NEIGHBORHOOD COUNCILS

2. Miscellaneous reports and announcements from Neighborhood Councils.
3. Drawing of Neighborhood Council 6 tie votes of write in candidates.

BOARDS AND COMMISSIONS

4. Miscellaneous reports and announcements from Boards and Commissions.

CITY MANAGER

5. 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.

6. Minutes, November 19, 2019, Commission Meeting.
7. Minutes, November 19, 2019, Special Commission Meeting.
8. Total Expenditures of \$2,121,851 for the period of November 5, 2019 through November 20, 2019, to include claims over \$5000, in the amount of \$1,838,848.
9. Contracts List.
10. Grants List.
11. Approve the Interlocal Agreement with Malmstrom Air Force Base (MAFB) for distribution of their PSAP (Public Safety Answering Point) state funds.

- [12.](#) Approve the Memorandum of Understanding (MOU) between the City of Great Falls and the Great Falls Area Community Foundation (GFACF) for receipt of donation funds for the Gore Hill Water Tower Mural Project.
- [13.](#) Award a contract in the amount of \$355,895 for Bid Alternate #1 to Dave Kuglin Construction, Inc., for the Historic Preservation of the 10th Street Bridge, Phase 3 project, and authorize the City Manager to execute the construction contract documents.
- [14.](#) Approve Change Order No. 1 in the amount of \$5,827.17 to James Talcott Construction, Inc. for the Public Works Facility Improvements - Central Garage, Streets and Sanitation Buildings Siding & Windows project and authorize the City Manager to execute the agreements.
- [15.](#) Award the construction contract base bid in the amount of \$3,862,900 to Sletten Construction Company for the Water Treatment Plant Filtration Improvements, Phase I project, and authorize the City Manager to execute the construction contract documents.
- [16.](#) Approve the purchase of one 2016 Freightliner M2-106 LR7-58 Forestry tree truck from Altec NUECO, LLC, of Birmingham, AL through Sourcewell, formerly known as NJPA, for \$118,500, including shipping costs.
- [17.](#) Approve the purchase of 4 sets of Genesis Extrication Equipment in the amount of \$134,941 from Municipal Emergency Equipment (MES) of Denver, CO through the National Purchasing Partners (NPP) Cooperative Purchase agreement.

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

PUBLIC HEARINGS

- [18.](#) Lease Agreement for property within Wadsworth Park with the Missouri River Shooters Association. *Action: Conduct a public hearing and approve or deny the Lease Agreement. (Presented by Steve Herrig)*
- [19.](#) Lease Agreement of City owned property located in the Community Recreation Center with A Child's World, LLC. *Action: Conduct a public hearing and approve or deny the Lease Agreement. (Presented by Steve Herrig)*

OLD BUSINESS

NEW BUSINESS

- [20.](#) Request for Proposals for Services and Operations Complementary to the Great Falls Animal Shelter. *Action: Consider a request for an extension to the RFP deadline. (Presented by Greg Doyon)*

ORDINANCES / RESOLUTIONS

- [21.](#) Resolution No. 10321, Adopting Recommended Process Changes to the Design Review Board. *Action: Adopt or deny Res. 10321. (Presented by Craig Raymond)*

CITY COMMISSION

22. Miscellaneous reports and announcements from the City Commission.
23. Commission Initiatives.

ADJOURNMENT

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

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

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

JOURNAL OF COMMISSION PROCEEDINGS
November 19, 2019

Regular City Commission Meeting

Mayor Pro Tempore Bronson presiding

CALL TO ORDER: 7:00 PM

Commission Chambers Room 206

PLEDGE OF ALLEGIANCE

ROLL CALL/STAFF INTRODUCTIONS: City Commission members present: Bill Bronson, Mary Sheehy Moe, and Owen Robinson. Mayor Bob Kelly and Commissioner Tracy Houck were excused. Also present were the City Manager Greg Doyon and Deputy City Manager Chuck Anderson; Deputy City Clerk Darcy Dea; Public Works Director Jim Rearden; Planning and Community Development Director Craig Raymond; Finance Director Melissa Kinzler; City Attorney Sara Sexe; and, Police Captain Jeff Newton.

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

CONFLICT DISCLOSURE/EX PARTE COMMUNICATIONS: None.

1.

PROCLAMATIONS

Commissioner Moe read a proclamation for Small Business Saturday (November 30, 2019), and Mayor Pro Tempore Bronson read a proclamation for Adoption Day (November 23, 2019).

PETITIONS AND COMMUNICATIONS

2. **MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

John Hubbard, 615 7th Avenue South, expressed opposition to the boulevard tax increase.

Kevin Westie, 602 35th Street North, commented that solar power increases nitrogen oxides, which causes Chronic Obstructive Pulmonary Disease issues.

NEIGHBORHOOD COUNCILS

3. **MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

None.

BOARDS & COMMISSIONS

4. **MISCELLANEOUS REPORTS AND ANNOUNCEMENTS FROM BOARDS AND COMMISSIONS.**

Commissioner Robinson reported that the Complete Count Committee for the Census 2020 is hiring part-time employees. Citizens can apply on the website at 2020census.gov/jobs, and he mentioned that www should not be used in email address.

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5. REAPPOINTMENT TO THE MANSFIELD CENTER FOR THE PERFORMING ARTS ADVISORY BOARD.

Commissioner Moe moved, seconded by Commissioner Robinson, that the City Commission reappoint Grant Harville for a three-year term through December 31, 2022.

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

Motion carried 3-0.

6. REAPPOINTMENT/APPOINTMENT TO THE ETHICS COMMITTEE.

Commissioner Robinson moved, seconded by Commissioner Moe, that the City Commission reappoint Carmen Roberts to a three-year term through December 31, 2022 and appoint John Hackwith as an Alternate Member to the Ethics Committee for a three-year term through December 31, 2022.

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

Motion carried 3-0.

CITY MANAGER

7. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

City Manager Greg Doyon reported on the following:

- City Manager Doyon attended the Association of Defense Communities (ADC) Defense Policy Forum, and the ADC is the “go-to” organization for communities with defense installations.
- City Manager Doyon attended the Great Falls Police Department Citizens Academy on October 7th.
- The City is accepting applications for the City 101 Class and currently there are 13 applications.
- The Information Technology (IT) Department has budgeted \$10,000 for a security assessment and vulnerability scan of the City’s network and review of operating procedures. At the Montana Local Government IT conference, IT Manager Jon Legan, discovered that the Department of Homeland Security (DHS) provides the same assessment/scan and analysis for free. The City is scheduled to have an assessment performed in February, 2020 with the DHS.

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- Homeland Security grant funding priorities, as well as a statewide radio system, were topics discussed at a recent State Emergency Response Commission meeting. The legislature has allocated funds that could possibly be utilized for replacing two of the cores that operate the system, as well as addressing remote sites software and computer console replacement. The upcoming budget cycle will include equipment and software improvements at the 911 Center.

CONSENT AGENDA.

8. Minutes, November 5, 2019, Commission Meeting.
9. Total Expenditures of \$4,041,821 for the period of October 17, 2019 through November 6, 2019, to include claims over \$5000, in the amount of \$3,794,803.
10. Contracts List.
11. Grants List.
12. Lien Release List.
13. Set a public hearing to consider a lease agreement of City owned property located in the Community Recreation Center with A Child's World, LLC for December 3, 2019.
14. Set a public hearing for December 3, 2019 to consider a lease of property within Wadsworth Park with the Missouri River Shooters Association.

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

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

Motion carried 3-0.

PUBLIC HEARINGS

OLD BUSINESS

NEW BUSINESS

15. **RIVER DRIVE SOUTH TRAIL CONNECTION AGREEMENTS WITH THE MONTANA DEPARTMENT OF TRANSPORTATION AND THE RIVER'S EDGE TRAIL FOUNDATION TO INITIATE THE RIVER'S EDGE TRAIL CONNECTOR PROJECT ALONG RIVER DRIVE SOUTH.**

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Planning and Community Development Director Craig Raymond reported that in 2016, City staff and River's Edge Trail members presented details of a possible plan to the City Commission. The project includes about 2,200 feet of a paved shared use bike and pedestrian trail. The trail will be located between River Drive South and the Missouri River itself. A portion of the trail will likely require a river wall to be built out into the river to accommodate the trail. At a work session with the Commission in 2016, the Commission provided support for staff efforts to work with the Montana Department of Transportation (MDT) and the River's Edge Trail Foundation (Foundation) to seek funding options.

Since that time, staff has been working with the Metropolitan Planning Organization and MDT to identify and commit the necessary funds for the project. The Foundation has also been raising matching funds for the project, which accounts for approximately 13% (or \$266,000) of the estimated total project cost of \$1.9 million dollars.

The agreements formalize the funding commitments and obligations of each party related to the project. MDT will be designing, permitting and constructing the project if all parties successfully stay committed in the project throughout. The City agrees to accept its responsibility for all costs associated with the project and will develop a complete financial plan for the project. It is not likely that construction of the trail segment would begin within a five-year timeframe.

Commissioner Robinson moved, seconded by Commissioner Moe, that the City Commission approve the Agreements with the Montana Department of Transportation and the River's Edge Trail Foundation to initiate the River's Edge Trail Connector project along River Drive South.

Mayor Pro Tempore Bronson asked if there were any comments from the public or any discussion amongst the Commissioners.

Bruce Pollington, President of the River's Edge Trail Foundation, 3217 8th Avenue South, commented that the current route has been a vital, long-standing problem and that the project would benefit and enhance the City. He mentioned that there would be little cost for taxpayers and that donated funds were made by the community, the River's Edge Trail Foundation, Scheels All-Sports Foundation, local Scheels Managers, and the Park and Recreation Department.

John Juras, 220 Woodland Estates, Board member of Bike Walk Montana, mentioned that there will be a state-wide summit in April, 2020 with a session called "closing the gap" that will focus on other communities that have challenges with trail systems. He urged the Commission to approve the River's Edge Trail Connector project.

Kevin Westie, 602 35th Street North, commented that the current route is difficult to get around and urged the Commission to approve the project.

Commissioner Robinson commented that the project is a result of the efforts from various groups and that the project would be an asset to the community.

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Commissioner Moe expressed concern with regard to the river wall not being high enough. She commented that the current route is unsafe and confusing. Commissioner Moe added that she considers the River's Edge Trail to be the "Crown Jewel" of the City. She explained that Senate Bill 24 designated funds be used for community trails and suggested that it be considered as a funding source.

Mayor Pro Tempore Bronson concurred with Commissioners Moe's and Robinson's comments about the River's Edge Trail being an asset to the community. He concluded that the River's Edge Trail is nationally-known and that it is a good example of a public-private partnership that works.

There being no further discussion, Mayor Pro Tempore Bronson called for the vote.

Motion carried 3-0.

ORDINANCES/RESOLUTIONS

16. RESOLUTION NO. 10322, ADOPTING CITY OF GREAT FALLS COMMISSION RULES OF CONDUCT AND PROCEDURE OF COMMISSION MEETINGS.

City Attorney Sara Sexe commended City Clerk Lisa Kunz for her efforts with regard to consolidating adopted resolutions and ordinances, motions, minutes, Charter language, and state statutes and legal opinions to determine applicable and appropriate rule and procedure language into one reference document for current and future Commission members, City staff, and the public.

The draft document was presented at the October 15, 2019 work session. Thereafter, Commission member comments and suggestions were incorporated into two documents, version 1 that contained clarifying and non-substantial edits and version 2 that also included a substantial edit to meeting dates/times. Those draft documents were presented at the November 5, 2019 work session.

After discussion, it was the consensus of the Commission to move forward with version 1 for Commission consideration. Subsequent edits were made to the third paragraph of Rule 8.2 to clarify that, as the keeper of official records, the City Clerk or designee shall be provided copies of handouts at meetings that were not previously provided to City staff for inclusion with agenda packet material, Rule 8.5 to clarify proclamation presentations of the Commission, and Rule 8.8 to clarify routine items of the Consent Agenda.

Commissioner Moe moved, seconded by Commissioner Robinson, that the City Commission adopt Resolution 10322.

Mayor Pro Tempore Bronson asked if there were any comments from the public or any discussion amongst the Commissioners.

Jeni Dodd, 3245 8th Avenue North, opposed verbiage in Rule 10, paragraphs 6,7,11 and 12, commenting that the language is too subjective to be useful and appears to her to violate First Amendment rights of free speech. She also took issue with language in Rules 8.3 and 8.4 as not

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being transparent and inclusive enough. Ms. Dodd also noted she didn't understand the language in Rule 8.11.1.

Commissioner Moe noted that there is a distinction in process for individual privacy matters and discussions of litigation strategy and she would like to propose clarifying language to Exhibit A, Rule 1.4.

Commissioner Moe moved, seconded by Commissioner Robinson, that the City Commission approve an amendment to Resolution 10322, Exhibit A, Rule 1.4, to read as follows:

...

A meeting may be closed to discuss litigation strategy when an open meeting would have a detrimental effect on the litigating position of the City. The meeting may not be closed to discuss strategy to be followed in litigation in which the only parties are public bodies or associations. By majority vote in a public meeting, the Commission may hold executive sessions ~~at set forth above,~~ **to discuss litigation strategy**, upon the advice of the City Attorney or retained legal counsel. The motion and vote to go into executive session must be made in public, and the reason must be stated.

...

Mayor Pro Tempore Bronson asked if there were any comments from the public or discussion amongst the Commissioners with regard to the amendment. Hearing none, Mayor Pro Tempore called for the vote.

Motion carried 3-0.

Mayor Pro Tempore Bronson asked if there was any further discussion amongst the Commissioners with regard to the main motion.

Commissioner Moe expressed appreciation to City Attorney Sexe and City Clerk Kunz for their efforts with regard to consolidating everything into one reference document.

In response to a previous speaker's comments, Mayor Pro Tempore Bronson explained that these rules and procedures are not new. It simply consolidates in one place all of the various provisions of the City Charter and state statutes that govern the procedure of city councils, and all of the prior resolutions adopted by previous Commissions of the City of Great Falls. What this document does is it makes it possible for the Commission, staff and the public to go to one place to find all of the rules of conduct that apply. There are really no changes in procedure. Secondly, he understands the previous speaker's concern about inhibiting public comment, but clarified that is not the intent. He read Rule 10, ¶12 and reported that the language was adopted by the Commission about five years ago and is included to protect the rights of the public as a whole to participate in public

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meetings and that those rights be preserved and protected. He commented that the document is well in accord with the First Amendment principles.

City Attorney Sexe explained that the handbook is to help educate the public with regard to the rules for participation and protocol. Also in response to the previous speaker's comments regarding Rule 8.11.1, City Attorney Sexe explained that there is a distinction between public comment on a motion and a formal public hearing.

There being no further discussion, Mayor Pro Tempore Bronson called for the vote with regard to the main motion.

Motion carried 3-0.

CITY COMMISSION

17. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

Mayor Pro Tempore Bronson announced that based upon the recommendations of legal counsel, the City will be participating in the opioid litigation negotiating class. He further announced that an individual is being considered for the Public Health Officer position at the City-County Health Department.

18. COMMISSION INITIATIVES.

None.

ADJOURNMENT

There being no further business to come before the Commission, **Commissioner Moe moved, seconded by Commissioner Robinson, to adjourn the regular meeting of November 19 2019, at 8:00 p.m.**

Motion carried 3-0.

Mayor Pro Tempore Bill Bronson

Deputy City Clerk Darcy Dea

Minutes Approved: December 3, 2019

JOURNAL OF SPECIAL COMMISSION PROCEEDINGS
November 19, 2019

Special City Commission Meeting

Mayor Pro Tempore Bronson presiding

CALL TO ORDER: 4:00 PM

Civic Center, Gibson Room 212

ROLL CALL/STAFF INTRODUCTIONS: City Commission members present: Bill Bronson, Mary Sheehy Moe and Owen Robinson. Mayor Bob Kelly and Commissioner Tracy Houck were excused. Also present were the City Manager Greg Doyon and Deputy City Manager Chuck Anderson; City Attorney Sara Sexe; and, City Clerk Lisa Kunz.

CONFLICT DISCLOSURE/EX PARTE COMMUNICATIONS: None.

PETITIONS AND COMMUNICATIONS

MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

None.

NEW BUSINESS

1. OPIOID LITIGATION UPDATE AND PARTICIPATION IN NEGOTIATING CLASS.

City Attorney Sara Sexe commented that the Commission received the Class Action Notice regarding the issue the Commission will be discussing, as well as a Privileged & Confidential Memorandum from the law firm of Simon Greenstone Panatier. She requested that the presiding officer consider closing this portion of the meeting to the public and the City Commission entering into an executive session pursuant to Mont. Code Ann. § 2-3-203(4)(a) because the meeting involves the discussion of litigation strategy and an open meeting would have an adverse effect on the litigation position of the City.

Mayor Pro Tempore Bronson commented that the purpose of this meeting today does involve litigation strategy. Pursuant to the statute it would be appropriate to consider closure. He asked the will of the Commission.

Commissioner Robinson moved, seconded by Commissioner Moe, that the City Commission enter into Executive Session to discuss pending litigation and strategy *In Re National Prescription Opiate Litigation, Opioid Litigation Negotiating Class, United States District Court, Northern District of Ohio, Case No. 1:17-MD-2804 (DAP).*

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

Motion carried 3-0.

Mayor Pro Tempore Bronson explained that the Commission will remain in the Gibson Room with staff and legal counsel for the purposes of discussing pending litigation. There will be no action taken during the executive session. When the executive session concludes and the meeting is re-

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opened to the public, if any action needs to be taken on what has been presented or heard in executive session, the motion will then be made and opportunity for public comment and Commission discussion at that time.

At 4:05 p.m., the meeting continued in executive session in the Civic Center Gibson Room 212 with the City Commission, City Manager, Deputy City Manager, City Attorney, City Clerk, and retained attorneys Ben Snipes and Mark Kovacich of Kovach Snipes Johnson, P.C., for the purpose of discussing pending litigation, strategy, and participation in the negotiating class.

-- EXECUTIVE SESSION --

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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November 19, 2019

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

The meeting reconvened into an open meeting. Mayor Pro Tempore Bronson called the special meeting back to order at 4:52 p.m.

Based upon the litigation strategy discussion with legal counsel and information gleaned from the executive session, Mayor Pro Tempore Bronson asked the will of the Commission.

Commissioner Moe moved, seconded by Commissioner Robinson, that the City Commission opt-in to the *In Re National Prescription Opiate Litigation, Opioid Litigation Negotiating Class, United States District Court, Northern District of Ohio, Case No. 1:17-MD-2804 (DAP).*

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

Mayor Pro Tempore Bronson commented that this motion is based on the discussion, good work and data legal counsel presented to the Commission members present. He supports the motion and noted that he believes opting in with the litigating class is in the best interest of the City of Great Falls and its citizens.

Commissioner Moe noted that the decision made by the Commission members present today is time sensitive.

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There being no further discussion, Mayor Pro Tempore Bronson called for the vote.

Motion carried 3-0.

ADJOURNMENT

There being no further business to come before the Commission, **Commissioner Moe moved, seconded by Commissioner Robinson, to adjourn the special meeting of November 19, 2019, at 4:55 p.m.**

Motion carried 3-0.

Mayor Pro Tempore Bill Bronson

City Clerk Lisa Kunz

Minutes Approved: December 3, 2019



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 NOVEMBER 7, 2019 - NOVEMBER 20, 2019 | 2,116,714.75 |
| MUNICIPAL COURT ACCOUNT CHECK RUN FOR NOVEMBER 5, 2019 - NOVEMBER 14, 2019 | 5,136.00 |
| TOTAL: \$ | <u><u>2,121,850.75</u></u> |

GENERAL FUND

POLICE

| | | |
|-----------------------|-----------------------|-----------|
| VELOCITY SYSTEMS | HRU EQUIPMENT | 7,850.00 |
| FARO TECHNOLOGIES INC | FARO WARRANTY RENEWAL | 11,656.00 |

SPECIAL REVENUE FUND

AIRPORT TID

| | | |
|---|---|------------|
| GREAT FALLS INTERNATIONAL AIRPORT AUTHORITY | GREAT FALLS INTERNATIONAL AIRPORT TAX INCREMENT | 107,383.14 |
|---|---|------------|

STREET DISTRICT

| | | |
|---------------------------------|--|------------|
| GREAT FALLS SAND & GRAVEL INC | ASPHALT | 11,510.88 |
| E J CARPENTRY LLC | OF 1733.0 PW FACILITY IMPROVEMENTS (SPLIT AMONG FUNDS) | 6,229.90 |
| UNITED MATERIALS OF GREAT FALLS | OF 1708 SKYLINE ADDITION (SPLIT AMONG FUNDS) | 270,894.01 |
| KUGLIN CONSTRUCTION | OF 1730.9 MISC CURB RECONSTRUCTION (SPLIT AMONG FUNDS) | 4.75 |

PARK MAINTENANCE DISTRICT

| | | |
|-------------------------|--|-----------|
| PLAYSPACE DESIGNS INC | OF 1740.2 JAYCEE PARK IMPROVEMENTS NJPA CONTRACT | 20,830.65 |
| GRONDAHL RECREATION INC | GRANDE VISTA PLAY STRUCTURE (SPLIT AMONG FUNDS) | 50,986.95 |

SPECIAL REVENUE FUND (CONTINUED)

FEDERAL BLOCK GRANTS

| | | |
|--------------------------------|--------------|-----------|
| KINDRED PLUMBING & HEATING INC | SEWER REPAIR | 12,500.00 |
|--------------------------------|--------------|-----------|

PERMITS

| | | |
|------------------------|-------------------|-----------|
| TYLER TECHNOLOGIES INC | SOFTWARE CONTRACT | 18,322.40 |
|------------------------|-------------------|-----------|

CAPITAL PROJECTS

GENERAL CAPITAL

| | | |
|-------------------------|--|----------|
| GRONDAHL RECREATION INC | GRANDE VISTA PLAY STRUCTURE (SPLIT AMONG FUNDS) | 5,796.05 |
|-------------------------|--|----------|

ENTERPRISE FUNDS

WATER

| | | |
|---------------------------------|--|-----------|
| FERGUSON ENTERPRISES INC | WATER METERS | 43,511.68 |
| UNITED MATERIALS OF GREAT FALLS | OF 1708 SKYLINE ADDITION (SPLIT AMONG FUNDS) | 2,128.50 |
| THATCHER CO OF MONTANA | CHEMICALS | 5,470.20 |
| CORE & MAIN LP | FIRE HYDRANTS 6' FLG SHOE YELLOW | 8,150.00 |
| KUGLIN CONSTRUCTION | OF 1730.9 MISC CURB RECONSTRUCTION (SPLIT AMONG FUNDS) | 10,785.61 |
| NEIGHBORWORKS GREAT FALLS | OF 1729 ROCKCRESS COMMONS SUBDIVISION (SPLIT AMONG FUNDS) | 47,723.89 |

SEWER

| | | |
|----------------------------|--|------------|
| VEOLIA WATER NORTH AMERICA | MONTHLY WWTP OPERATION CONTRACT | 247,722.79 |
| VEOLIA WATER NORTH AMERICA | MONTHLY CONTRACTED CAPITAL IMPROVEMENTS | 12,500.00 |
| BOLAND DRILLING | OF 1731.1 SEPTAGE RECEIVING STATION | 65,429.64 |
| NEIGHBORWORKS GREAT FALLS | OF 1729 ROCKCRESS COMMONS SUBDIVISION (SPLIT AMONG FUNDS) | 32,244.30 |

SANITATION

| | | |
|-------------------|---|----------|
| E J CARPENTRY LLC | OF 1733.0 PW FACILITY IMPROVEMENTS (SPLIT AMONG FUNDS) | 5,558.12 |
|-------------------|---|----------|

PARKING

| | | |
|------------------------------|---|-----------|
| STANDARD PARKING CORPORATION | CONTRACT SERVICES FOR OPERATING DOWNTOWN PARKING PROGRAM | 31,759.81 |
|------------------------------|---|-----------|

CIVIC CENTER EVENTS

| | | |
|-----------------------------|--------------------------------|-----------|
| GREAT FALLS SKI PATROL | BANFF FILM FESTIVAL SETTLEMENT | 7,215.52 |
| GREAT FALLS SYMPHONY ASSOC. | AMERICANA SETTLEMENT | 16,930.62 |

INTERNAL SERVICES FUND

FISCAL SERVICES

| | | |
|------------------------|-------------------------------------|-----------|
| TYLER TECHNOLOGIES INC | IMPLEMENTATION OF MUNIS SOFTWARE | 6,702.05 |
| DATAPROSE LLC | POSTAGE & STATEMENT PRINTING OCT 19 | 10,033.53 |

INFORMATION TECHNOLOGY

| | | |
|-----------|-----------------------|----------|
| MAXXVAULT | MAINTENANCE AGREEMENT | 6,000.00 |
|-----------|-----------------------|----------|

CENTRAL GARAGE

| | | |
|---------------------|---|-----------|
| MOUNTAIN VIEW CO-OP | FUEL | 14,302.85 |
| E J CARPENTRY LLC | OF 1733.0 PW FACILITY IMPROVEMENTS (SPLIT AMONG FUNDS) | 12,729.48 |

TRUST AND AGENCY

PAYROLL CLEARING

| | | |
|---------------------------------|---|------------|
| STATE TREASURER | MONTANA TAXES | 50,536.00 |
| ICMA RETIREMENT TRUST | EMPLOYEE CONTRIBUTIONS | 8,103.65 |
| FIREFIGHTER RETIREMENT | FIREFIGHTER RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS | 57,215.70 |
| STATEWIDE POLICE RESERVE FUND | POLICE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS | 70,944.38 |
| PUBLIC EMPLOYEE RETIREMENT | PUBLIC EMPLOYEE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS | 134,401.26 |
| POLICE SAVINGS & LOAN | EMPLOYEE CONTRIBUTIONS | 11,768.00 |
| US BANK | FEDERAL TAXES, FICA & MEDICARE | 211,402.38 |
| AFLAC | EMPLOYEE CONTRIBUTIONS | 9,631.52 |
| NATIONWIDE RETIREMENT SOLUTIONS | EMPLOYEE CONTRIBUTIONS | 16,237.16 |
| WSCFF EMPLOYEE BENEFIT | EMPLOYEE CONTRIBUTIONS | 6,400.00 |

UTILITY BILLS

| | | |
|---------------------------|----------------------|-----------|
| ENERGY KEEPERS INC | OCTOBER 2019 CHARGES | 50,778.00 |
| ENERGY WEST RESOURCES INC | OCTOBER 2019 CHARGES | 10,351.24 |
| HIGH PLAINS LANDFILL | OCTOBER 2019 CHARGES | 90,215.72 |

CLAIMS OVER \$5000 TOTAL:\$ 1,838,848.33

COMMUNICATION TO THE CITY COMMISSION

DATE: December 3, 2019

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 | Great Falls Fire Rescue | National Purchasing Partners (NPP), Fire Rescue GPO and Public Safety GPO | 12/03/2019-30 days written notice of termination | N/A | Intergovernmental Cooperative Purchasing Agreement Participating Agency Endorsement and Authorization |

COMMUNICATION TO THE CITY COMMISSION

DATE: December 3, 2019

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

PRESENTED BY: Darcy Dea, Deputy City Clerk

ACTION REQUESTED: Ratification of Grants through the Consent Agenda

MAYOR’S SIGNATURE: _____

GRANTS

| | DEPARTMENT | OTHER PARTY (PERSON OR ENTITY) | PERIOD | GRANT AMOUNT REQUESTED | CITY MATCH | PURPOSE |
|----------|--|--|---------------|---------------------------------------|--|---|
| A | Planning and Community Development | Department of Commerce, Community Development Division | 10/2020 | \$25,000 | No City Match Other Commitments from: TIF - \$25,000 BID - \$6,500 Pending Commitment From: GFMT - \$6,500 DDP - \$3,550 Total Estimated Project Cost = \$66,550 | Montana Main Street Program Application for Planning and Project Grant Funding to develop a comprehensive Wayfinding Plan with great emphasis on downtown |



Agenda #: 11

Commission Meeting Date: December 3, 2019

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: MAFB & City of Great Falls Interlocal Agreement / Distribution of Public Safety Answering Point (PSAP) State Funds

From: Chief Dave Bowen

Initiated By: Chief Dave Bowen

Presented By: Chief Dave Bowen

Action Requested: Approve Interlocal Agreement for Distribution of PSAP State Funds

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/not approve) the Interlocal Agreement with Malmstrom Air Force Base (MAFB) for distribution of their PSAP (Public Safety Answering Point) state funds.”

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 City of Great Falls and MAFB recognize the benefits of working together to more closely share and coordinate the provision of public safety communications, telephone and data services. They also benefit by being designated as each other’s back up facility in case of an emergency. The City of Great Falls has administered the distribution of funds from the State to benefit the operation of the MAFB PSAP in a Trust Account for over 20 years. Both parties desire to continue this partnership in the distribution of State funds despite the changes to the designation of the MAFB PSAP. The annual contribution of State funds to the MAFB PSAP is approximately \$10,600 and this covers the phone line charge and CJIN fees. Additionally there is approximately \$69,000 in a reserve fund set aside for improvements to their center. Once these funds are depleted, they will only receive the annual allotment of state funds to cover the aforementioned phone lines and CJIN fees.

Background: The 2017 legislature passed House Bill 61, impacting how the Montana State Department of Administration classifies MAFB and it’s PSAP. Effective July 1, 2018 the State only recognizes the PSAP operated by the City of Great Falls for all Cascade County Emergency Communications as the designated PSAP eligible to receive funds and the City of Great Falls and MAFB desire to continue this partnership in the distribution of State funds despite the changes to the designation of the MAFB PSAP.

Fiscal Impact: There is no Fiscal impact on the City of Great Falls.

Alternatives: The City Commission could vote to deny the agreement.

Concurrences: City of Great Falls Finance Department; Melissa Kinzler and the Cascade County Emergency Communications Center.

Attachments/Exhibits:

Interlocal Agreement between City of Great Falls and MAFB

INTERLOCAL AGREEMENT

BETWEEN THE CITY OF GREAT FALLS

AND

MALMSTROM AIR FORCE BASE

FOR DISTRIBUTION OF STATE FUNDS FOR OPERATION OF THEIR PSAP'S (PUBLIC SAFETY ANSWERING POINT)

THIS INTERLOCAL AGREEMENT ("Agreement"), is made and entered into by and between the CITY OF GREAT FALLS ("City"), and MALMSTROM AIR FORCE BASE ("MAFB"), collectively ("Parties"), who are signatories to the Agreement.

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

WHEREAS, Montana's Interlocal Cooperation Act (Montana Code Annotated § 7-11-101 et seq.) permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other local governmental units on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities (Montana Code Annotated § 711-102);

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

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

WHEREAS, the Parties currently provide public safety 9-1-1 service for their respective citizens or constituents which, although interrelated, function under separate organizational structures;

WHEREAS, the Parties recognize the benefits of working together to more closely share and coordinate the provision of public safety communications, telephone and data services;

WHEREAS, the Parties benefit by being designated as each other's back up facility in case of an emergency;

WHEREAS, the City has administered the distribution of funds from the State to benefit the operation of the MAFB PSAP in a Trust Account for over 20 years;

WHEREAS, the 2017 legislature passed House Bill 61, impacting how the Montana State Department of Administration classifies MAFB and its PSAP. Effective July 1, 2018 the State only recognizes the PSAP operated by the City of Great Falls for all Cascade County Emergency Communications as the designated PSAP eligible to receive funds and,

WHEREAS, the Parties desire to continue this partnership in the distribution of State funds despite the changes to the designation of the MAFB PSAP.


NOW THEREFORE, in consideration of the mutual terms, covenants and conditions set forth herein, the Parties hereby agree as follows:

- I. As of July 1, 2018 all quarterly distributions of funds will come to the PSAP which is operated by the City of Great Falls, without consideration of MAFB.
- II. Because of the long standing partnership with MAFB, the fact that it is the City's back-up PSAP, and the national and local interest in ensuring MAFB is secure in its communications, the parties wish to continue the financial partnership between them by using the guidelines outlined below:
 - State distributed funds will be paid by the City to reimburse any or all of the following MAFB expenses, as allowed under MCA 10-4-302:
 1. Monthly phone line expenses that service the MAFB dispatch center.
 2. Any licensing fees for the use of CIN (Criminal justice Information Network).
 3. The cost associated with CJIN transaction fees.
 4. The remainder of the current fund balance in the MAFB E-9-1-1 account will be designated for allowable expenses at MAFB or the PSAP operated by the City of Great Falls.
 5. Allowable expenses for the MAFB dispatch center will be processed through agreed upon guidelines as approved by the State, GPPD, and MAFB.
- III. Once the E-9-1-1 account has a zero balance, it will be no longer be utilized and no further reimbursements to MAFB will be made; however the PSAP relationship between the parties will remain.
- IV. Either party may terminate this Agreement by resolution of its governing body and upon providing the other party ninety days prior written notice of its intent to terminate the agreement.

- V. This agreement shall be immediately effective upon its execution by the duly authorized representatives of the parties and shall continue in full force and effect until such time as both parties mutually terminate this agreement.
- VI. 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.
- VII. 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.
- VII. 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.

DATED this 24th day of September, 2019.


MICHAEL L. WARREN, Maj, USAF
MAFB Law Enforcement Desk 341 SFS/CC


MICHELLE L.E. STERLING, Lt Col, USAF
MAFB Fire Dispatch 341 CES/CC

CITY OF GREAT FALLS, MONTANA

Gregory T. Doyon, City Manager

Bob Kelly, Mayor
ATTEST

CITY SEAL

Lisa Kunz, City Clerk
APPROVED FOR LEGAL CONTENT*:

Sara R. Sexe, City Attorney

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



Item: Memorandum of Understanding (MOU) between the City of Great Falls and the Great Falls Area Community Foundation (GFACF) for receipt of donation funds for the Gore Hill Water Tower Mural Project.

From: City Manager's Office

Initiated By: City Commission

Presented By: Greg Doyon, City Manager

Action Requested: Approve MOU with GFACF for donation of funds.

Suggested Motion:

1. Commissioner moves:

"I move that the City Commission (approve/not approve) the Memorandum of Understanding with the Great Falls Area Community Foundation (GFACF) for receipt of donation funds for the Gore Hill Water Tower Mural Project."

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 MOU with GFACF.

Summary: On November 5, 2019, the City Commission awarded a contract in the amount of \$55,000 to Cameron Moberg for the design and painting of the Gore Hill Water Tower Mural/Logo Design. Staff provided the Commission with an option to partner with GFACF for collecting and holding of the donated funds until the project can be started.

Background: Due to the warranty dates on the current coating system, Staff recommended waiting until the Spring of 2021 to move forward with the painting. This will also allow donations and fund raising to be conducted. The contractor, Mr. Moberg agreed to hold his pricing until the spring of 2021.

In the event that sufficient donations are not received, GFACF may be required to refund all donations or contact donors for permitted alternative uses for the donated funds. There is language in the contract with Mr. Moberg allowing the City to terminate the agreement, if in the City's discretion termination is advisable; this would include if sufficient donated funds are not received. The Commission could also evaluate other funding sources in the event of a shortage.

GFACF will collect funds through December 30, 2020 and then grant back the total amount collected within 45 days. This will allow the City to evaluate the amounts collected and determine if the project may proceed.

Fiscal Impact: At this time, there is no fiscal impact to the City of Great Falls.

Alternatives: The City Commission could vote to deny the MOU.

Concurrences: City of Great Falls Finance Department, City Attorney's Office, City Manager's Office and the Great Falls Area Community Foundation

Attachments/Exhibits:
MOU between City of Great Falls and GFACF

MEMORANDUM OF UNDERSTANDING between

The Great Falls Area Community Foundation

and

The City of Great Falls

This is an agreement (MOU) between The Great Falls Area Community Foundation, hereinafter called GFACF and the City of Great Falls, hereinafter called City.

I. PURPOSE & SCOPE

The purpose of this MOU is to clearly identify the roles and responsibilities of each party as they relate to donations received on behalf of the Gore Hill Water Tower mural project hereinafter “mural project”.

In particular, this MOU is intended to:

- A. Create a relationship between the City and the GFACF;
- B. Allow donations to be made towards the mural project by way of the GFACF; and
- C. Encourage community involvement and awareness around the mural project.

II. BACKGROUND

The GFACF is a philanthropic, non-profit organization that awards grants to community projects that fit the scope of our vision and mission. The City is a municipal corporation and is working on the mural project, a community project, for the Gore Hill Water Tower and is accepting donations to help fund the mural project. The City of Great Falls requested the assistance of the GFACF in receiving donations for the mural project on behalf of the City.

III. GFACF RESPONSIBILITIES

GFACF shall undertake the following activities under this MOU:

During the time period from November 5, 2019, through December 31, 2020, the GFACF will collect monetary donations for the mural project which will be deposited into its regular endowment fund. Within 45 days after December 31, 2020, the GFACF will then grant back to the City the total amount collected in a one lump sum amount. Once such grant is made, the GFACF will no longer accept donations for the mural project. The GFACF is in no way entering a legal, contractual agreement outside of collecting donations for the mural project. The GFACF will keep accurate records of all donations made for tracking purposes and notify the City when

donations are received. All donations should be made out to the GFACF in check form, or cash, and a receipt will be issued to all donors. GFACF is responsible for all tax or other governmental reporting required as a result of receiving such donations and grant to the City.

In the event that sufficient donations are not received, GFACF may be required to refund all donations or contact donors for permitted alternative uses of the donated funds.

IV. CITY RESPONSIBILITIES

The City shall undertake the following activities under this MOU:

The City shall direct all donation inquiries or requests regarding the mural project to the GFACF. The City will keep accurate records of all donations reported by the GFACF. The City will forward on any donations left at the City office to the GFACF.

V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

- A. The GFACF is not under any legal contract to receive donations on behalf of the City of Great Falls for the project other than as set forth herein;
- B. This MOU will terminate when the final grant is made to the City of Great Falls for all donation dollars received by the GFACF, and after such date, the GFACF will no longer be able to accept donations; and
- C. The reporting obligations of Section III. of this MOU survive its termination.

VI. EFFECTIVE DATE AND SIGNATURE

This MOU shall be effective upon the signature of the authorized officials of the GFACF and the City. The parties indicate agreement with this MOU by their signatures.

Signatures and dates

GREAT FALLS AREA COMMUNITY FOUNDATION

THE CITY OF GREAT FALLS

By: _____

By: _____

Its: _____

Its: _____

Date _____

Date _____



Item: Construction Contract Award: Historic Preservation of the 10th Street Bridge, Ph. 3, O.F. 1709.1

From: Engineering Division

Initiated By: Public Works Department

Presented By: Jim Rearden, Public Works Director

Action Requested: Consider Bids and Approve Contract

Suggested Motion:

1. Commissioner moves:

"I move that the City Commission (award/not award) a contract in the amount of \$355,895.00 for Bid Alternate #1 to Dave Kuglin Construction, Inc., for the Historic Preservation of the 10th Street Bridge, Ph. 3, and authorize the City Manager to execute the construction contract documents."

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

Staff Recommendation: Approve construction contract award.

Summary:

On January 20, 1998 the Great Falls City Commission approved a Public/Private Partnership Agreement with The City of Great Falls, Preservation Cascade Inc., and the National Trust for Historic Preservation which provided for a public/private partnership to preserve the Historic Bridge. The agreement stipulated the City would take ownership of the bridge and would be responsible for all contracting, insurance and all other responsibilities arising from the rehabilitation of the Historic Bridge.

Background:

Significant Impacts:

This project and subsequent projects will have a positive impact on the community by providing a river crossing on the main urban loop of the River's Edge Trail that is separated from the heavy traffic flow of the newer Eagle Falls bridge.

Citizen Participation:

The Bridge Advisory Group and Preservation Cascade have both been involved in the scoping and design of this phase of improvements to the Historic 10th Street Bridge.

Workload Impacts:

Design phase engineering and plans and specifications were completed Lee Ebeling Engineering under contract with Preservation Cascade. Lee Ebeling will provide construction phase engineering services and project inspection.

Purpose:

This project is a continuation of a series of projects to convert the Historic 10th Street Bridge to a pedestrian facility that will become an integral part of the River's Edge Trail system.

Project Work Scope:

Work to be performed under this contract includes the following: Installation of precast railings complete with baluster sections identical to those placed on the north span of the bridge. These railing sections will be placed over the top of the existing main arches. At such time as the bridge deck is re-built, these same railings and balusters will be moved to the edge of the reconstructed overhangs.

Evaluation and Selection Process:

The specifications were advertised three times in the Great Falls Tribune. Four bids were received on November 20, 2019 ranging from \$355,895.00 to \$721,105.50. Dave Kuglin Construction, Inc., submitted the low bid. The project was previously bid on September 4, 2019 with no bidders responding.

Conclusion:

City staff recommends awarding the contract to Dave Kuglin Construction, Inc., in the amount of \$355,895.00.

Fiscal Impact:

The attached bid tabulation summarizes bids that were received. Preservation Cascade Funding, not City funding, is being utilized to fund the costs of the construction of this project.

Alternatives:

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

Concurrences:

The Bridge Advisory Group and Preservation Cascade recommend award of the bid.

Attachments/Exhibits:

Bid tabulation is attached.

Vicinity Map

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

BID TABULATION SUMMARY

Historic Preservation of the 10th St Bridge - Phase 3
 O.F. 1709.1

Project Number _____
 Bids Taken at Civic Center
 Date: November 20, 2019
 Tabulated By: Russell Brewer

| | Name & Address of Bidder | Acknowledge Addendum #1 | 10% Bid Security | Affidavit of Non-Collusion | Certificate of Non-Segregated Facilities | Certificate of Compliance with Insurance Req. | Alternate #1 | Base Bid |
|----|----------------------------|-------------------------|------------------|----------------------------|--|---|--------------|---------------------|
| 1 | Dick Anderson Construction | X | X | N/A | X | X | \$656,397.50 | \$721,105.50 |
| 2 | Dave Kuglin Construction | X | X | N/A | X | X | \$355,895.00 | \$373,955.00 |
| 3 | Copper Creek Construction | X | X | N/A | X | X | \$439,976.00 | \$460,826.00 |
| 4 | MRTE | X | X | N/A | X | X | \$441,264.00 | \$466,344.00 |
| 5 | | | | | | | | |
| 6 | | | | | | | | |
| 7 | | | | | | | | |
| 8 | | | | | | | | |
| 9 | | | | | | | | |
| 10 | Engineer's Estimate | | | | | | | \$300,000.00 |





Item: Change Order No. 1: Public Works Facility Improvements - Central Garage, Streets and Sanitation Buildings - Siding and Windows - O.F. 1733.5

From: Engineering Division

Initiated By: Public Works Department

Presented By: Jim Rearden, Public Works Director

Action Requested: Approve Change Order No. 1

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/not approve) Change Order No. 1 in the amount of \$5,827.17 to James Talcott Construction, Inc. for the Public Works Facility Improvements - Central Garage, Streets and Sanitation Buildings Siding & Windows project and authorize the City Manager to execute the agreements.”

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

Staff Recommendation: Approve Change Order No. 1

Background:

Significant Impacts

Change Order No. 1 adds flashing between the fascia and the EFIS (Exterior Insulation Finishing System). The flashing will provide additional protection against water seepage underneath the new EFIS. There is no change in the project time.

Citizen Participation

This additional work will not impact to the public’s access to Public Works facilities or services.

Workload Impacts

The plans and specifications were completed by Nelson Architects. Construction phase services are being provided jointly by the City Engineers Office and Nelson Architects. No significant change in the staff or consultant work load is anticipated because of the change order.

Project Work Scope

Change Order No. 1 adds 1,500 lineal feet of flashing. The flashing will be installed under the drip edge of the fascia located along the perimeter of the Central Garage and Sanitation/Street/Wash Bay buildings.

Evaluation and Selection Process

Three bids were received on July 17, 2019 ranging from \$602,000.00 to \$860,000.00. James Talcott Construction submitted the low bid and was awarded a contract on August 6, 2019.

Conclusion

City staff recommends approving Change Order No. 1 in the amount of \$5,827.17.

Fiscal Impact: The project contract amount will increase from \$602,000.00 to \$607,827.17. Public Works Administration Funds are available to cover the cost of Change Order No. 1.

An Amendment to James Talcott’s contract to repair the Public Work’s fire damaged Equipment Storage Building No. 1 was approved by the City Commission on September 3, 2019. The cost of the repair work in the amount of \$179,057.00 will be indemnified by the Montana Municipal Indemnity Authority (MMIA).

Alternatives: The City Commission could vote to deny Change Order No. 1.

Attachments/Exhibits:

Change Order No. 1

Attachment to Change Order 1

Change Order No. 1

Date of Issuance: November 19, 2019

Effective Date: December 3, 2019

| | | |
|--|----------------------------|---|
| Project: Public Works Facility Improvements – Central Garage, Streets, & Sanitation Siding & Windows | Owner: City of Great Falls | Owner's Contract No.: O.F. 1733.5 |
| Contract: Public Works Facility Improvements – Central Garage, Streets & Sanitation Siding & Windows | | Date of Contract: August 6, 2019 |
| Contractor: James Talcott Construction, Inc. | | Engineer's/Architects Project No.: 15-029 |

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

Description: Increase contract amount by \$5,827.17

Attachments: (List documents supporting change): Attachment to Change Order No. 1

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ 602,000.00

[Increase] [Decrease] from previously approved Change

Orders No. N/A to No. N/A:

\$0.00

Contract Price prior to this Change Order:

\$ 602,000.00

[Increase] [Decrease] of this Change Order:

\$ 5,827.17

Contract Price incorporating this Change Order:

days

\$ 607,827.17

CHANGE IN CONTRACT TIMES:

Original Contract Times:

Working days 70 Calendar days

Substantial completion (days or date): 70 Calendar Days

Ready for final payment (days or date): _____

[Increase] [Decrease] from previously approved Change Orders

No. N/A to No. : N/A

Substantial completion (days): _____
Ready for final payment (days): _____

Contract Times prior to this Change Order:

Substantial completion (days or date): 70 days

Ready for final payment (days or date): _____

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): 0 days

Ready for final payment (days or date): _____

Contract Times with all approved Change Orders:

Substantial completion (days or date): 70

Ready for final payment (days or date): _____

RECOMMENDED:

By: _____
Engineer (Authorized Signature)

Date: November 19, 2019

Approved by Funding Agency (if applicable): _____

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: _____

Date: _____

Change Order

Instructions

A. GENERAL INFORMATION

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

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

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

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

B. COMPLETING THE CHANGE ORDER FORM

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

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

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

ATTACHMENT TO CHANGE ORDER NO. 1

**Public Works Facility Improvements – Central Garage, Streets and Sanitation - Siding & Windows
- O.F. 1733.5**

Prepared by City Engineers Office

November 19, 2019

CHANGES IN PROJECT SCOPE/CONTRACT TIME

ITEM/JUSTIFICATION/COST/CONTRACT TIME:

- **Add Flashing between Fascia and EIFS** (Exterior Insulation Finishing System)

Justification: Flashing provides additional protection of water seepage behind EFIS siding.

Cost Increase: \$5,827.17

SUMMARY - CHANGE ORDER NO. 1

| ITEM | COST |
|---|-------------------|
| Add Flashing between Fascia and EIFS; 1,500 L.F. | \$5,827.17 |
| Total Increase (Decrease) | \$5,827.17 |



Item: Water Treatment Plant Filtration Improvements, Phase I, OF 1637.1
From: Engineering Division
Initiated By: Public Works Department
Presented By: Jim Rearden, Public Works Director
Action Requested: Consider Bids and Approve Contract

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (award/not award) the construction contract base bid in the amount of \$3,862,900. to Sletten Construction Company for the Water Treatment Plant Filtration Improvements, Phase I project, and authorize the City Manager to execute the construction contract documents.”

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

Staff Recommendation:

Approve contract award.

Summary:

This project was initiated in response to a 2011 Filter Evaluation. The original evaluation was completed when water treatment plant staff noticed a decline in filter performance. This project will fulfill the recommendations and suggestions of that evaluation including filter media and underdrain system replacement, and installation of filter cleaning apparatus. These upgrades will be integrated with existing plant processes to improve overall plant performance and control.

The process of rehabilitating and improving the plant filters will be completed in three phases during the winter months of 2019, 2020, and 2021 during low water demand. This project will be considered the first phase and will replace all filters on the West side of the plant filter building. Functioning filters on the East side of the building will handle city water demand throughout the duration of the project.

Background:

Purpose

The primary objective of this project is to bring plant filter capabilities up to full performance and improve filter-cleaning processes. Through the integration of plant process reviews, upstream and downstream of

the filters, the plants overall performance will be improved. Filter cleaning and waste streams will also be upgraded for more efficient and effective filter maintenance.

Workload Impacts

The city's consultants, AE2S Engineering and TD&H Engineering, completed design phase engineering, plans and specifications. The consultants will also provide construction phase engineering and inspection. Project administration will be carried out by representatives from the City Engineering staff.

Project Work Scope

This project includes rehabilitation and improvements to the 1932, 1952 and 1959 section filter beds on the West side of the Water Treatment Plant. Improvements will include new filter media, underdrains, filter valves, actuators, air scour filter cleaning equipment, backwash water piping, waste water de-chlorination system and associated electrical and control systems. Additionally, bid alternate pricing was solicited for the following; back up air scour equipment, backwash water supply infrastructure, waste stream piping, and filter drain system equipment. Installation of alternate options is independent of the Phase I work scope and can be completed at any time to accommodate project budget goals and construction phasing.

Evaluation and Selection Process

Two (2) bids were received on November 20, 2019 with the base bid prices ranging from \$3,862,900 to \$4,436,000. Sletten Construction Company submitted the low base bid. Pricing on four (4) alternate options was solicited in addition to the base bid.

Conclusion

City staff recommends awarding the contract for the base bid to Sletten Construction Company in the amount of \$3,862,900. No alternate options will be awarded at this time to accommodate the project budget.

Fiscal Impact:

The attached bid tabulation summarizes the bids that were received. Funding for this project is being provided through the Water Plant Water Fund.

Alternatives:

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

Concurrences:

During the September 25, 2019 Commission meeting the Commission approved a bid award to Core and Main in the amount of \$254,504 for butterfly valves and Rotork actuators which will be used in the Water Treatment Plant Filtration Improvements project. Due to the long lead time for procurement, the City approved purchase for these materials to ensure they were available for when this phase of construction begins.

Attachments/Exhibits:

OF 1637.1 Bid Tab and Detail
OF 1637.1 Vicinity Map

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

BID TABULATION SUMMARY
 Great Falls WTP Filtration Improvements
 Construction Phase 1
 O.F. 1637.1

Project Number O.F. 1637.1
 Bids Taken at Civic Center
 Date: November 20, 2019
 Tabulated By: R. Hanson (AE2S)

| | Name of Bidder | Acknowledge Addendum #1 | Acknowledge Addendum #2 | Acknowledge Addendum #3 | 10% Bid Security | Affidavit of Non-Collusion | Certificate of Non-Segregated Facilities | Certificate of Compliance with Insurance Req | Base Bid | Alternate 1 | Alternate 2 | Alternate 3 | Alternate 4 | Total Bid |
|---|----------------------------|-------------------------|-------------------------|-------------------------|------------------|----------------------------|--|--|-----------------|---------------|---------------|---------------|-------------|-----------------------|
| 1 | Sletten Construction | X | X | X | X | X | X | X | \$ 3,862,900.00 | \$ 246,900.00 | \$ 266,600.00 | \$ 278,400.00 | No Bid | \$ 4,654,800.00 |
| 2 | Dick Anderson Construction | X | X | X | X | X | X | X | \$ 4,436,000.00 | \$ 216,000.00 | \$ 249,000.00 | \$ 194,000.00 | No Bid | \$ 5,095,000.00 |
| 3 | | | | | | | | | | | | | | |
| 4 | | | | | | | | | | | | | | |
| 5 | | | | | | | | | | | | | | |
| 6 | | | | | | | | | | | | | | |
| | Engineer's Estimate | | | | | | | | | | | Total | | \$5,225,000.00 |

Sletten Construction Company
 PO Box 2467
 Great Falls, MT 59403

Dick Anderson Construction, Inc.
 88 Bull Trout Rd
 Bozeman, MT 59178

Respectfully submitted by:

 Nate Weisenburger, PE
 AE2S Drinking Water Practice Leader

 Date

**OF 1637.1 - WTP Filtration Improvements
Base Bid for: Construction Phase 1**

Sletten Construction

Dick Anderson Construction

| Item | Description | Est Quantitie:Unit | Unit Price | Total Price | Unit Price | Total Price |
|------------------|------------------------------|---------------------------|-------------------|---------------------|-------------------|---------------------|
| 1 | Mobilization | 1 LS | \$ 134,000 | \$ 134,000 | \$ 50,000 | \$ 50,000 |
| 2 | Demolition/Removal | 1 LS | \$ 1,410,600 | \$ 1,410,600 | \$ 575,000 | \$ 575,000 |
| 3 | Influent Flume Bulkheads | 1 LS | \$ 56,300 | \$ 56,300 | \$ 65,000 | \$ 65,000 |
| 4 | Surface Repairs/Coatings | 1 LS | \$ 155,700 | \$ 155,700 | \$ 240,000 | \$ 240,000 |
| 5 | Process Piping and Valves | 1 LS | \$ 176,600 | \$ 176,600 | \$ 225,000 | \$ 225,000 |
| 6 | Blower and Air Piping | 1 LS | \$ 496,700 | \$ 496,700 | \$ 1,121,000 | \$ 1,121,000 |
| 7 | Filter Underdrains | 1 LS | \$ 594,400 | \$ 594,400 | \$ 850,000 | \$ 850,000 |
| 8 | Filter Media | 1 LS | \$ 336,400 | \$ 336,400 | \$ 360,000 | \$ 360,000 |
| 9 | Instrumentation and Controls | 1 LS | \$ 352,200 | \$ 352,200 | \$ 800,000 | \$ 800,000 |
| 10 | Miscellaneous Work | 150000 Units | \$ 1.00 | \$ 150,000 | \$ 1.00 | \$ 150,000 |
| Total Bid | | | | \$ 3,862,900 | | \$ 4,436,000 |

Bid for: Alternate No. 1 Redundant Blower

| Item | Description | Est Quantitie:Unit | Unit Price | Total Price | Unit Price | Total Price |
|------------------|--------------------|---------------------------|-------------------|--------------------|-------------------|--------------------|
| 1 | Redundant Blower | 1 LS | \$ 246,900 | \$ 246,900 | | \$ 216,000 |
| Total Bid | | | | \$ 246,900 | | \$ 216,000 |

Bid for: Alternate No. 2 Backwash Supply Loop

| Item | Description | Est Quantitie:Unit | Unit Price | Total Price | Unit Price | Total Price |
|------------------|-----------------------|---------------------------|-------------------|--------------------|-------------------|--------------------|
| 1 | 20" PVC Pipe | 350 l.f. | \$ 187.14 | \$ 65,500 | \$ 320.00 | \$ 112,000 |
| 2 | Meter Vault | 1 LS | \$ 55,000 | \$ 55,000 | \$ 55,000 | \$ 55,000 |
| 3 | Butterfly Valves | 3 Ea | \$ 566.67 | \$ 1,700 | \$ 4,000 | \$ 12,000 |
| 4 | Site Work/Restoration | 1 LS | \$ 144,400 | \$ 144,400 | \$ 70,000 | \$ 70,000 |
| Total Bid | | | | \$ 266,600 | | \$ 249,000 |

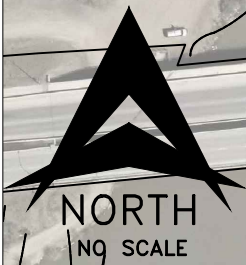
Bid for: Alternate No. 3 Filter to Waste Site Piping

| Item | Description | Est Quantitie:Unit | Unit Price | Total Price | Unit Price | Total Price |
|------------------|-------------------------------------|---------------------------|-------------------|--------------------|-------------------|----------------------|
| 1 | 8" PVC Pipe | 250 l.f. | \$ 235.20 | \$ 58,800 | \$ 320.00 | \$ 80,000.00 |
| 2 | Dechlorination Chemical Feed System | 1 LS | \$ 51,600.00 | \$ 51,600 | \$ 41,000 | \$ 41,000.00 |
| 3 | Structure Tie-In Connection | 1 LS | \$ 73,700.00 | \$ 73,700 | \$ 6,000 | \$ 6,000.00 |
| 4 | Site Work/Restoration | 1 LS | \$ 94,300.00 | \$ 94,300 | \$ 67,000 | \$ 67,000.00 |
| Total Bid | | | | \$ 278,400 | | \$ 194,000.00 |

Bid for: Alternate No. 4 Section 11200 Filter Underdrains Alternate

| Item | Description | Add/Deduct | Add/Deduct |
|------------------|---|---------------------|---------------------|
| 1 | Add/Deduct for Roberts Filter Group Underdrains | No Bid | No Bid |
| Total Bid | | \$ 4,654,800 | \$ 5,095,000 |

O.F. 1637.1 VICINITY MAP



NORTH
NO SCALE



PROJECT LOCATION



Item: Purchase of one 2016 Forestry Tree Truck
From: Doug Alm, Vehicle Maintenance Manager
Initiated By: Public Works Department
Presented By: Jim Rearden, Public Works Director
Action Requested: Approve Purchase

Suggested Motion

1. Commissioner moves:

“I move that the City Commission (approve/reject) the purchase of one 2016 Freightliner M2-106 LR7-58 Forestry tree truck from Altec NUECO, LLC, of Birmingham, AL through Sourcewell, formerly known as NJPA, for \$118,500, including shipping costs.”

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 purchase of one 2016 Freightliner M2-106 LR7-58 Forestry tree truck from Altec NUECO, LLC, of Birmingham, AL for a total of \$118,500, including shipping costs.

Background:

Purpose

This unit will be used in the Park & Recreation Forestry Division for tree trimming, tree removal, tree insect and disease inspections, tree safety inspections, tree storm damage repair, tree cable and bracing, and public safety. The purchase of the tree truck, along with other needed equipment, was budgeted for in Year Two of Great Falls Park District Number 1.

Citizen Participation

The Park and Recreation Master Plan was adopted by the City Commission on November 15, 2016. The Master Plan included an intensive public process to assess the needs and wants of the community including town meetings, focus groups, a statistically accurate survey and a community wide survey conducted through the City’s web site.

The industry standard for trimming trees is every 4-7 years. Currently, Great Falls trims trees on a 20-25 year rotation. Lack of inspections and pruning may create safety hazards, potential property damage, and

potential City liability. Lack of care compromises the health of the City's trees. The delayed schedule substantially increases the cost and time necessary to trim each individual tree. The 2016 Park and Recreation Master Plan identified \$12,600,000.00 dollars in deferred maintenance that should be addressed within 1 to 5 years. For safety and the health of the Urban Forest, the Master Plan recommended additions to the Forestry staff along with the needed equipment.

Creation of Great Falls Park District Number 1 was approved by voters on May 8, 2018 and Resolution 10238 was adopted by the City Commission on June 5, 2018 to create Great Falls Park District 1.

Evaluation and Selection Process

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

Staff had the opportunity to demo the Altec tree truck on a visit to Birmingham, AL. All trucks include a current DOT inspection and chassis service, Altec annual PM inspection and dielectric testing. Chassis and upper (lift assembly) are warranted for 30 days from date of pick up for major components. Chassis repairs are to be completed at a local chassis dealer and unit repairs completed by Altec mobile service.

Conclusion

The bid specifications from Sourcewell meet specifications for the tree truck.

Fiscal Impact:

The purchase of the tree truck was budgeted for Year Two of Great Falls Park District Number 1. The funds are currently available in the Park District Fund. This tree truck is a new addition to the fleet and is not replacing any existing equipment. The 2016 Altec tree truck will be added to the ERS (Equipment Revolving Schedule) so replacement funds will be available when needed to replace this piece of equipment.

Alternatives:

The City Commission could vote to reject the purchase of one 2016 tree truck.

Attachments/Exhibits:

Sourcewell Acceptance & Award – Altec
Altec NUECO, LLC Invoice

FORM E
CONTRACT ACCEPTANCE AND AWARD



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

NJPA Contract #: 012418-ALT

Proposer's full legal name: Altec Industries, Inc.

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

The effective date of the Contract will be March 14, 2018 and will expire on March 14, 2022 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:



NJPA DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CNO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)



NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on March 12, 2018

NJPA Contract # 012418-ALT

Vendor Authorized Signatures:

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

Vendor Name Altec Industries, Inc

Authorized Signatory's Title Contract Specialist



VENDOR AUTHORIZED SIGNATURE

Riley Browne
(NAME PRINTED OR TYPED)

Executed on March 12, 2018

NJPA Contract # 012418-ALT

Invoice

Altec NUECO, LLC
 1626 Vanderbilt Road
 Birmingham, AL 35234



Sold To: City of Great Falls Montana
 2 Park Drive South, Room 201
 PO Box 5021
 Great Falls, MT 59403
 City Manager

Ship To:

| Cust Num | Geocode | | | | |
|--------------------|------------|--------------------|------------|--------------|----------------|
| Customer Order No. | Order Date | National Order No. | Terms | Invoice Date | Invoice Number |
| | 11/20/2019 | 95-68321569 | Prepayment | 11/05/2019 | 68321569-R1 |

| Item | Quantity | Description | Price |
|------|----------|---|--------------|
| 1 | 1 | Used, 2016 Freightliner M2-106 VIN 1FVACDXTXGHHB3771 | \$118,500.00 |
| | | LR7-58 S/N 0316FF4849 | |
| | | Subtotal | \$118,500.00 |
| | | Full payment and all signed documents are required prior to release of equipment and title. | |
| | NOTES: | Revised to add delivery to MT/ delivery included in sales price | |
| | | Total This Invoice | \$118,500.00 |
| | | Customer Initials _____ | |

Thanks for allowing us the Pleasure and Opportunity of Serving You.



Item: Great Falls Fire Rescue Vehicle Extrication Equipment Purchase
From: Stephen A. Hester, Fire Chief
Initiated By: Great Falls Fire Rescue (GFFR)
Presented By: Stephen A. Hester, Fire Chief
Action Requested: Approve Purchase of Vehicle Extrication Equipment from Municipal Emergency Equipment.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/reject) the purchase of 4 sets of Genesis Extrication Equipment in the amount of \$134,941.00 from Municipal Emergency Equipment (MES) of Denver, CO through the National Purchasing Partners (NPP) Cooperative Purchase agreement.”

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

Staff Recommendation: Staff recommends approve the purchase of Extrication Equipment for GFFR from MES for a total of \$134,941.00.

Summary: The City applied for and was awarded a FEMA Assistance to Firefighters grant that will pay 90% or \$121,446.90 of the cost to replace the current 30-year-old equipment GFFR utilizes. The current extrication equipment does not meet today’s standards in effectively cutting and spreading the new metals used in modern day vehicle construction. The City’s match is \$13,494.10. The City Commission approved the grant award during the September 17, 2019 meeting. The bid process was conducted using the National Purchasing Partners (NPP) Cooperative Purchase agreement allowing for a single vendor to provide the best price for the new extrication gear.

Background:

Significant Impacts

- This project will replace the current extrication gear GFFR currently utilizes that is over 30 years old and difficult to find replacement parts and keep serviceable.
- The current equipment does not reach the psi forces needed to cut and spread modern-day metals used in the fabrication of vehicles currently driven on our roadways.
- The new (Genesis) equipment will be located in all Fire districts allowing for a rapid response to customers in need.

Evaluation and Selection Process

- An Ad Hoc committee tested four sets of extrication gear from the leading manufacturers in the extrication industry. GFFR members rigorously tested each model and provided feedback to the committee chair. Genesis equipment stood out as being the most ergonomic, while still meeting the metal strength-rating test established by the National Fire Protection Association (NFPA).

Fiscal Impact:

The total cost of the extrication replacement project is \$134,941.00. The Assistance to Firefighters Grant shall pay 90% of the cost or \$121,446.90 and per the grant agreement; the City shall pay a 10% match of the total cost or \$13,494.10. This match will come from refund monies allocated from the previous return of inferior extrication equipment.

Alternatives: Reject the purchase, although this will leave the Fire department without these essential tools and could jeopardize the grant funding.

Concurrences: The Assistance to Firefighter Grant Award No. EMW-2018-FO-00718 was approved by the City Commission on September 17, 2019.

Attachments/Exhibits:

Municipal Emergency Services(MES) Quote



700 W. Mississippi Ave
 STE E3
 Denver, CO 80223

Quote

Date 10/4/2018
Quote # QT1209693
Expires 11/3/2018
Sales Rep Burd, Dale E
PO # Spencer Swingley
Shipping Method FedEx Ground

Bill To
 GREAT FALLS FIRE RESCUE
 PO BOX 5021
 Great Falls MT 59403

Ship To
 GREAT FALLS FIRE RESCUE
 105 9TH ST SOUTH
 Great Falls MT 59401

| Item | Alt. Item # | Units | Description | QTY | Unit Sales Pri... | Amount |
|---------------|-------------|-------|--|-----|-------------------|-----------|
| ART.108.778.1 | | | C236-SL2 Nxtgen Cutter eForce 2.0 | 4 | 11,575.00 | 46,300.00 |
| ART.107.779.1 | | | S53 Spreader eForce 2.0 | 4 | 9,775.00 | 39,100.00 |
| ART.107.834.2 | | | Telescopic Ram eForce 2.0 | 4 | 8,815.00 | 35,260.00 |
| ART.500.102.2 | | | KODIAK DELUXE KIT | 4 | 2,075.00 | 8,300.00 |
| ART.105.375.5 | | | Milwaukee 5 AMP Battery | 12 | 375.00 | 4,500.00 |
| pCARD | 48-59-0280 | | 48-59-0280 Custom pCARD Milwaukee 3 bay charger for 5amp batteries | 4 | 198.00 | 792.00 |

Subtotal 134,252.00
Shipping Cost (FedEx Ground) 689.00
Total \$134,941.00

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current local tax information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1209693



Item: Wadsworth Park Lease – Missouri River Shooters Association
From: Park & Recreation Department
Initiated By: Steve Herrig, Park & Recreation Director
Presented By: Steve Herrig, Park & Recreation Director
Action Requested: Conduct Public Hearing and Approve Lease Agreement for property within Wadsworth Park with the Missouri River Shooters Association.

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 (approve/deny) a lease agreement of City owned property located in Wadsworth Park with Missouri River Shooters Association.”

2. Mayor requests a second to the motion, Commission discussion, and calls for the vote. (4/5 vote required for approval)
-

Staff Recommendation: Staff recommends the City Commission conduct a public hearing and approve a lease agreement for Wadsworth Park with the Missouri River Shooters Association.

Summary: Missouri Rivers Shooters Association is requesting to enter into an additional five-year lease with an option to renew for use of the shooting range facility of Wadsworth Park. The lessee will be responsible for a \$240 annual fee, utilities, and day-to-day maintenance.

Background: As required by Title 3, Chapter 13, OCCGF, before final consideration of lease of City Property, the City Commission shall hold a public hearing to receive comment regarding such a lease.

The Missouri River Shooters Association has requested the City continue their leases for Wadsworth Park. There is no actual potential for more than one party making a bid to lease the property, the lease is for recreational facilities, and the use is for a public purpose. The proposed five year lease includes an annual fee of \$240. The lease is for a term of five years with an option to renew for an additional five

years at the City's sole discretion. Both the City and the Lessee have the option to terminate the lease with sixty (60) days written notice.

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

Prior to the completion of the Wadsworth Park Master Plan, the leases for use of Wadsworth Park were five (5) year leases. In 2000, those leases were all renewed on a year to year basis up to a maximum of five (5) years. In 2006, the City Commission approved a two year lease with the Missouri River Shooter Association, with an automatic two year renewal. In 2010 the City Commission approved a five year lease, with an option to renew for an additional five years at the City's sole discretion. Since there is no immediate identifiable funding source for improvements to Wadsworth Park, staff is recommending five year leases with a five year renewal option.

Fiscal Impact: The annual lease payment will go to the General Fund.

Alternatives: The alternative would be to not approve the lease and require the group to find other options to conduct activities.

Attachments/Exhibits: Missouri River Shooters Lease

WADSWORTH PARK LEASE

This lease, made and entered into this _____ day October, 2019 by and between the Missouri River Shooter Association of Great Falls, Montana, hereinafter referred to as "Lessee" and the City of Great Falls, a municipal corporation of the State of Montana, hereinafter referred to as "City";

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

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

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

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

LEASE HOLD

The City, for and in consideration of the rents to be paid and the covenants to be performed by the Lessee, does hereby demise, lease, and let unto the Club the following described real estate, being a portion of Wadsworth Park, lying and being in the County of Cascade, State of Montana, particularly described as follows; beginning at a point on the west right-of-way line of the County Road known as 34th Street Northwest in the vicinity of Great Falls, Cascade County, Montana at which point the west boundary line of 34th Street Northwest intersects with the northerly boundary line of Sun River Road and being the true point of beginning, thence in a northerly direction along the west boundary line of 34th Street to a point which is approximately 490 feet from the southeast corner of Section Five (5) T20W, R3E; thence west to the easterly right-of-way line of Sun River Road; thence in a southeasterly direction along the northerly boundary line of Sun River Road to the point of beginning.

TERMS OF LEASE

The term of this lease shall be for five years commencing on the 1st day of November 2019 and continuing through the 30th day of September 2024, unless sooner terminated as hereafter provided; said lease may be renewed at the sole discretion of the City, for an additional five (5) years unless terminated upon sixty (60) days notice in writing by the Lessee or the City.

RENTAL

In consideration therefore, the Club shall pay the City Two Hundred Forty Dollars (\$20.00 for each month) on or before September 1st of each year.

COVENANTS OF LESSEE

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

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

11. Lessee agrees that the premises shall not be used in any manner that would discriminate against any person or persons on the basis of sex, sexual orientation, marital status, age, physical or mental handicap, race, creed, religion, color or national origin.

MUTUAL COVENANTS

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

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

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

ATTEST

Lisa Kunz, City Clerk

Gregory T. Doyon, City Manager

*APPROVED FOR LEGAL CONTENT

Sara Sexe, City Attorney

Missouri River Shooters

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

Address

City, State, Zip Code



Item: A Child’s World, LLC Lease Agreement
From: Park and Recreation Department
Initiated By: Park and Recreation Department
Presented By: Steve Herrig, Park & Recreation Director
Action Requested: Conduct Public Hearing and Approve Lease Agreement of City owned property located in the Community Recreation Center for A Child’s World, LLC.

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 (approve/deny) a lease agreement of City owned property located in the Community Recreation Center for A Child’s World, LLC.”
 2. Mayor requests a second to the motion, Commission discussion, and calls for the vote. (4/5 vote required for approval)
-

Staff Recommendation: Staff recommends the City Commission conduct a public hearing and approve a lease agreement for A Child’s World, LLC.

Summary: A Child’s World, LLC desires to enter into a lease for the portion of the City property located within the Community Recreation Center for the purposes of operating a day care.

Background: The lease provides an area on the lower level of the Community Recreation Center to operate a day care. It includes access to the outside play area and gymnasium upon availability. The lease is for three years with a monthly rate of \$1500.

Lessee agrees to maintain the leased premises, including the building and improvements, and all appurtenances, in good condition and repair by conducting ordinary day-to-day maintenance and repair. Lessee agrees to maintain the property in a functional condition, inspect premises on a regular basis to

determine any hazardous conditions, which may exist, and take immediate action to correct such conditions if they exist.

The City agrees to maintain the foundation of the building, all structural components, concrete slabs, exterior walls and façade, roof, ceiling and all utility lines serving the premises. The City also agrees to provide maintenance, repair and snow removal of the parking lots and sidewalks adjacent to the leased premises.

The City of Great Falls Park and Recreation Department has held an agreement with A Child’s World Day Care for use of an area in the Community Recreation Center since November of 2003.

As required by Title 3, Chapter 4, OCCGF, before final consideration of a lease of City property, the City Commission shall hold a public hearing. Bids were not solicited for this lease since the previous lease allowed for an extension of the agreement, which has been requested by A Child’s World LLC.

Fiscal Impact: The lease provides a consistent revenue source for the Community Recreation Center as per lease amounts listed above.

Alternatives: The alternative would be to deny the Lease Agreement with A Child’s World, LLC.

Attachments/Exhibits: A Child’s World, LLC Lease Agreement

LEASE AGREEMENT

This Agreement, made and entered into this 1st day of January, 2020, by and between the CITY OF GREAT FALLS, a municipal corporation, P.O. Box 5021, Great Falls, Montana 59403-5021, hereinafter called "City" and A Child's World, LLC, 801 2nd Ave. No., Great Falls, MT 59401, hereinafter called "Lessee."

WHEREAS, Lessee desires to enter into a lease for a portion of City property (hereafter Property) for the purpose of providing a child care services center for citizens and visitors to the City of Great Falls, a public purpose, and;

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

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

WITNESSETH:

The City, for and in consideration of the lease amounts to be paid and the agreement to be performed by lessee, does hereby lease, and let unto the Lessee that area of the Community Recreation Center and adjacent office space in the lower level of the Community Recreation Center, located at 801 2nd Ave. No., Great Falls, MT 59401, along with access to the outside play area and gymnasium upon availability, as determined by the City (Property). Other than the property identified herein to which this Agreement applies, the City shall retain the exclusive use of the remainder of the Community Recreation Center, without interference from Lessee.

TERM OF LEASE

The term of the lease will be for three (3) years effective 1st day of January, 2020 and expiring the 31st day of December, 2022. Upon completion of the initial term of the agreement, the City, at its sole discretion, may terminate the lease, or if requested by Lessee thirty (30) days prior to expiration, may, in its sole discretion, grant an extension of this agreement, with any conditions and covenants of this agreement, including but not limited to the rental amount, to be negotiated.

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

LEASE DEPOSIT

Upon execution of the previous lease agreement, the Lessee provided a lease deposit in the amount of one month's lease payment. Upon execution of this lease agreement, the City will continue to hold the previously collected lease deposit. This deposit shall serve as a credit against damage, unpaid rents, and any other charges reasonably owed by Lessee at the

conclusion of this lease or immediately upon Lessee's default. If damages exceed the deposit, Lessee remains responsible for such damage, unpaid rent or other reasonable charges.

RENTAL

In consideration therefore, the Lessee agrees to pay to the City the sum of \$1500.00 per month for the term of the lease agreement. Said rental payments will commence on the effective date of this agreement, payable on or before 15th day of each month thereafter during the term of the lease. Said rental includes compensation for all utilities, including electricity, water, gas, or other utilities servicing the Property, which will be evaluated and determined annually, starting January 2020. If Lessee's payments are not made in a timely manner, a monthly finance charge of 1.5% will be applied to any balance over 15 days past due.

ACCEPTANCE OF CONDITION

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

COVENANTS OF THE LESSEE

The Lessee hereby covenants and agrees that the Lessee will:

1. Use and occupy said Property in a careful and proper manner and not commit any waste therein;
2. Generally abide by Lessee's estimated hours of operation, 7:00 a.m. to 6:30 p.m. Monday through Friday; if Lessee desires access during times which the Community Recreation Center is closed, Lessee must arrange for access with the Community Recreation Center Supervisor;
3. Conduct criminal background checks on all its employees to ensure that its employees are appropriate for their position;
4. Not use or occupy said Property for any unlawful purpose, and will conform to and obey all present and future laws, ordinances, and all rules and regulations of all governmental authorities or agencies, respecting the use and occupation of the premises, including but not limited to the requirements of the City/County Health Department;
5. Provide copies of all Health Department reports to the City within 10 days of Lessee's receipt;
6. Procure, supply and post in City-designated locations, all permits and licenses required to operate its business;

7. Pay all bills, taxes, assessments, debts and obligations incurred by Lessee as a result of operations under this Agreement;
8. Not use the Property for any purpose other than for providing child care services, without written consent of Landlord;
9. All storage of material and equipment by Lessee shall be within the described premises;
10. All shared entryways and hallways in the Community Recreation Center shall be clear of all items which may obstruct access;
11. Not assign the lease, nor sublet said Property, nor any part thereof, without the written consent of the City;
12. Not use or occupy said Property, or permit the same to be used or occupied, for any purpose deemed extra hazardous on account of fire or otherwise;
13. To not make any signage, alterations, changes, remodeling or capital improvements to the Property, without prior written permission signed by the City Park and Recreation Director, and in addition thereto, shall make such changes at Lessee's cost, in compliance with the law and by obtaining all permits required for such work under City ordinance. Approval for such proposed work shall not be unreasonably withheld. Any such alterations or additions shall be the sole responsibility of the Lessee, inclusive of any and all financial, material, or labor considerations and will become the property of the City upon termination of this or any subsequent lease;
14. Permit the City to enter upon the said premises at all reasonable times to examine the condition of same;
15. Ensure that routine janitorial, trash removal, and cleaning is effectively accomplished at its cost;
16. Be responsible for all damage to property, public or private, that may be caused by Lessee's operations in the performance of this agreement; and
17. Leave Property at the expiration or prior to termination of this lease and any extension thereof in as good condition as received, except for reasonable wear and tear.

REPAIRS AND MAINTENANCE

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

Maintenance by City. Notwithstanding the paragraph above, City agrees to maintain the foundation of the building, all structural components, concrete slabs, exterior walls and façade, roof, ceiling and all utility lines serving the premises regardless of the cost of repairs. City also agrees to provide maintenance, repair and snow removal of the parking lots and sidewalks adjacent to the leased premises. Otherwise, City shall not be obligated to make any repairs, replacements or renewals of any kind, nature or description whatsoever to the leased premises or any improvements thereon. Notwithstanding the above, City shall not be responsible for repairs

or maintenance resulting from the negligence of Lessee, its employees, agents, or invitees, which shall be the sole responsibility of Lessee.

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

MUTUAL COVENANTS:

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

1. If the Lessee pays the rental as herein provided, and keeps, observes and performs all of the other covenants of this lease, the Lessee may, peaceably and quietly, have, hold and enjoy the said premises for the term aforesaid;
2. This lease and all the covenants and provisions herein contained shall inure to the benefit of and be binding upon the successors and assigns of the parties and the public hereto; provided, however, that no assignment by, from, through or under the Lessee in violation of any of the provisions hereof shall vest in the assigns any right, title or interest whatsoever;
3. The City is not and never shall be liable to any creditor of Lessee or any claimant against the estate or property of Lessee for any debt, loss, contract or other obligation of Lessee. The relationship between the City and Lessee is solely that of landlord and tenant, and does not and never shall be deemed a partnership or joint venture.
4. City's interest in and to said leased premises shall not be subject to or permitted to become subject to any lien or claims from or arising out of the use and occupation of the leased premises by Lessee. If and in the event such liens or claims arise or occur, Lessee shall promptly and forthwith cause the same to be released or discharged to the extent that the interest of the City is encumbered thereby.

INSURANCE REQUIREMENTS

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

The insurance policy or policies must be issued by a company licensed to do business in the State of Montana and having at least an "A" rating in the current A.M. Best's Manual. All such policies will be written on an occurrence basis. The policy must include the City as a named insured and primary with no right of subrogation against the City. The Lessee shall furnish to the City on or before possession and thereafter on or before January 1st of each year, the certificate of insurance including a copy of the Additional Insured Endorsement, which shall be in a form acceptable to City. Claims-made policies are not acceptable and do not constitute compliance with the Lessee's obligation under this paragraph.

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

Should the Lessee fail to maintain these coverages or to provide such certificate(s) or make other arrangements as required by this Lease, this failure constitutes a breach of this Lease.

INDEMNIFICATION

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

NONDISCRIMINATION

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

DEFAULT AND TERMINATION

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

others. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this Agreement.

ENFORCEMENT

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

INVALIDITY

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

WAIVER

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

EFFECT OF LESSEE'S HOLDING OVER

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

BINDING EFFECT

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

NOTICE

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

ENTIRE AGREEMENT

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

APPLICABILITY

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

CITY OF GREAT FALLS,

A CHILD’S WORLD LLC,

Gregory T. Doyon, City Manager

By: _____
(signature)

(printed name)

ATTEST:

Its: _____
Title or Office

Lisa Kunz, City Clerk

(SEAL OF THE CITY)

APPROVED FOR LEGAL CONTENT:

Sara R. Sexe, City Attorney



Item: Consider an Extension to the Deadline relating to a Request for Proposal for Services and Operations Complementary to the Great Falls Animal Shelter.

From: City Manager’s Office

Initiated By: Maclean-Cameron Animal Adoption Center (MCAAC)

Presented By: Greg Doyon, City Manager

Action Requested: Approve an Extension to the Request for Proposal (RFP) for Services and Operations Complementary to the Great Falls Animal Shelter.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/not approve) an extension of _____ days to the Request for Proposal for Services and Operations Complementary to the Great Falls Animal Shelter.”

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

Summary: On November 15, 2019 the City of Great Falls issued a Request for Proposal for Services and Operations Complementary to the Great Falls Animal Shelter with a deadline of January 8, 2020. On November 19, 2019 the City Clerk’s office received a written request from Pam Volk, Executive Director of MCAAC requesting a thirty to sixty day extension. If an extension is approved, the staff will prepare the addendum to the RFP and post on the City’s Website.

Background: At a regularly scheduled meeting of the Great Falls City Commission, on February 5, 2019, under “Commission Initiatives”, the Commissioners consented to the suggestion of Commissioner Robinson to explore a potential partnership with the MCAAC. The initial exploration was conducted by Commissioner Robinson and Commissioner Moe.

On July 2, 2019, at a regularly scheduled work session of the City Commission, Commissioners Robinson and Moe reported that they had gone as far as they could go with the initiative and, without objection from the rest of the Commission, directed staff to take over exploration efforts.

Having conducted exploratory conversations with MCAAC representatives and having gathered relevant information internally and externally, City staff has recommended and the City Commission concurs that a request for proposals for services and operations complementary to the Great Falls Animal Shelter (GFAS) should be issued.

During the October 15, 2019 Commission Work Session, Manager Doyon presented a draft RFP and asked the Commission to review. During the November 5th Work Session Deputy City Manager Anderson asked the Commission for comments and suggestions to the RFP. With the direction of the Commission, it was requested that the RFP be opened to anyone who wished to submit an RFP and provide the following direction:

The successful proposal must establish that the proposed complementary services and operations will:

- Provide at least the same quality of care currently provided by the GFAS; and
- Not create inefficiencies or gaps in service between the duties assumed by the proposing organization and those retained by GFAS; and
- Result in substantial savings to the City of Great Falls.

Alternatives: The City Commission could approve a 30 day or a 60 day extension giving MCAAC additional time to prepare an RFP or the Commission could keep the original due date of January 8, 2020.

Attachments/Exhibits:

Request for Extension Letter from MCAAC Executive Director
Notice of the November 15, 2019 - Request for Proposal for Services and Operations Complementary to the Great Falls Animal Shelter (with a deadline of January 8, 2020).



Maclean-Cameron Animal Adoption Center

Enhancing compassion through education

November 19, 2019


Office of the City Clerk
Room 204, Civic Center
P.O. Box 5021
Great Falls, MT 59403-5021

Dear Ms. Kunz,

On behalf of the Board of Trustees of the Maclean-Cameron Animal Adoption Center, I respectfully request an extension of thirty to sixty days to the due date of January 8, 2020 for the *Request for Proposal for Services and Operations Complementary to the Great Falls Animal Shelter*. In making your decision regarding this request, we ask that the parties involved consider the fact that three, federal holidays will occur between the time this RFP was issued and its due date. In addition, during this same timeframe our BOT President has a week-long, pre-planned commitment for which she already has plane and lodging reservations.

Thank you for your time in considering our request.

Respectfully,


Pam Volk
Executive Director
Maclean-Cameron Animal Adoption Center
director@macleananimaladoptioncenter.org

CC Krista Artis





Home to the
Lewis & Clark National
Historic Trail
Interpretive Center

Proud Home of
Malmstrom Air
Force Base
&
Montana Air
National Guard

Over 60 parks & 54
miles of trail along the
Missouri River

Home of the C.M.
Russell Museum

Ranked as one of the
most affordable places
to live in the country

City of Great Falls
#2 Park Drive South
P.O. Box 5021
Great Falls, MT 59403
(406)-455-8450
<https://greatfallsmt.net>

PRESS RELEASE

FOR IMMEDIATE RELEASE

DATE: November 15, 2019

CONTACT: Charles Anderson, Deputy City Manager – 455-8450

REQUEST FOR PROPOSAL FOR SERVICES AND OPERATIONS COMPLEMENTARY TO THE GREAT FALLS ANIMAL SHELTER

GREAT FALLS, Montana – The City of Great Falls is currently accepting Request for Proposals for Services and Operations Complementary to the Great Falls Animal Shelter (GFAS).

The successful proposal must establish that the proposed complementary services and operations will:

- Provide at least the same quality of care currently provided by the GFAS; and
- Not create inefficiencies or gaps in service between the duties assumed by the proposing organization and those retained by GFAS; and
- Result in substantial savings to the City of Great Falls.

Proposals must be mailed or delivered to the Office of the City Clerk, Room 204, Civic Center, P.O. Box 5021, Great Falls, MT 59403-5021. Proposals are due January 8th at 3:00 PM.

Additional information regarding the Request for Proposals can be found on the City's Website at: <https://greatfallsmt.net/animalshelter/request-proposal-services-and-operations-complementary-great-falls-animal-shelter>

(end)

Request for Proposal for Services and Operations Complementary to the Great Falls Animal Shelter

Introduction

At a regularly scheduled meeting of the Great Falls City Commission, on February 5, 2019, under "Commission Initiatives", the Commissioners consented to the suggestion of Commissioner Robinson to explore a potential partnership with the Maclean-Cameron Animal Adoption Center (MCAAC). The initial exploration was conducted by Commissioner Robinson and Commissioner Moe.

On July 2, 2019, at a regularly scheduled work session of the City Commission, Commissioners Robinson and Moe reported that they had gone as far as they could go with the initiative and, without objection from the rest of the Commission, directed staff to take over exploration efforts.

Having conducted exploratory conversations with MCAAC representatives and having gathered relevant information internally and externally, City staff has recommended and the City Commission concurs that a request for proposals for services and operations complementary to the Great Falls Animal Shelter (GFAS) should be issued.

The successful proposal must establish that the proposed complementary services and operations will:

- Provide at least the same quality of care currently provided by the GFAS; and
- Not create inefficiencies or gaps in service between the duties assumed by the proposing organization and those retained by GFAS; and
- Result in substantial savings to the City of Great Falls.

General Proposal Requirements

Any proposal submitted is subject to the City's insurance requirements pursuant to OCCGF 3.8.140 - Insurance requirements and limits. Specifically, the proposal shall contain a description of the required insurance and limits as pertains to the type of service contract.

Any proposal submitted to the City shall also require approval of the contractor's accounting system (OCCGF 3.8.100) unless the cost for services is fixed. Otherwise, the proposed contractor's accounting system will permit timely development of all necessary cost data in the form required by the specific contract type contemplated, and the contractor's accounting system is adequate to allocate costs in accordance with generally accepted accounting principles.

Finally, the City Commission retains the authority to reject any proposal for any reason (OCCGF 3.8.070). Request for proposals or other solicitation may be canceled or proposals may be rejected in whole or in part, when it is in the best interest of the City. The option to cancel or reject shall apply whether or not it is specified in the solicitation.

Any information provided to the City of Great Falls is public information. Any proposal considered by the City Commission will be publicly discussed. Questions will arise during the course of that conversation that may require additional explanation, documentation, or verification from the proponent.

In terms of process, once the proposal is received, there will likely be additional questions or information needed to validate the proposal. If a majority of the City Commission are interested in the proposal concept, they will then direct staff to finalize the proposal in a formal agreement. The finalization process is envisioned to include meetings between the parties, work sessions with the City Commission, and Final Agreement ratification at a City Commission meeting.

The request outline is broad and flexible to allow for a variety of proposals. **All proposals are due January 8th at 3:00 PM.**

Specific Instructions: Please complete Sections 1-5 of the attached RFP outline and include Original Proposal and additional 3 copies.

Proposals must be mailed or delivered to:
Office of the City Clerk
Room 204, Civic Center
P.O. Box 5021
Great Falls, MT 59403-5021

**City of Great Falls
Request for Proposals
Animal Welfare Services**

Section 1 - Proponent Information

Please provide the following:

- Organization Name
- Brief history of the organization
 - Incorporation date
 - Governance structure
 - Current services offered
- Organizational Chart
 - Number and types of positions
- Organization Bylaws

Section 2 - Statement of Intent

Please respond to the following:

- Why is the organization interested in providing a proposal to the City of Great Falls?
- What are the organization's long term goals as it relates to the animal welfare in the city, county and region?
- What challenges and opportunities exist to partner with the City of Great Falls Animal Shelter?
- Does the organization have any plans to expand its own services or facility in the future?
- What experience and ability does the organization possess to provide proposed services? Please explain in detail.

Section 3 - Animal Welfare Services proposed

- What specific service or services is the organization interested in providing to the City of Great Falls Animal Shelter?
 - What is the term of the agreement including the start date?
 - What animals are to be served?
 - Any limitations on the animal types or numbers or services that currently exist?
- Describe the organization's experience and capabilities.
 - How is the organization prepared, organized and, staffed, to provide the proposed services now and into the future?
 - What expertise does the organization have to provide these services?
 - What is the facility's capacity to provide the proposed service?
 - Are there any exceptions or limits on the amount of services proposed?
 - Please provide a timeline detailing the timeframe and steps needed to provide the service.

- Who would administer the service contract on behalf of the proponent?
 - Explain the complaint resolution process related to service concerns.
- What is the area served for the proposed service?
 - City, County, Statewide?
- Describe in detail, the proposed process for securing animals from the Great Falls Animal Shelter (if part of proposal).
- Demonstrate the organization’s understanding of local, State, federal laws and guidelines relating to animal care.
 - What recognized (industry standard) guidelines does the organization follow?

Section 4 – Service Cost and Financial Requirements

- Describe the methodology and detailed cost for the services proposed.
 - Are the proposed costs fixed?
 - If not, what are the projected annual expenses to the City for the service?
 - If the service costs more than expected, how will organization address the deficit?
- Describe and demonstrate the financial capability and stability of the organization to provide the services proposed.
 - Please provide detail about the organization’s budget for the past five years including:
 - Revenues (including donations)
 - Expenditures
 - Debt Service
 - Endowments
- The proposed service proposal may be subject to the State of Montana Prevailing Wage Rates. The proposer and any of their subcontractors doing work on this proposal will be required to obtain registration with the Montana Department of Labor and Industry (DLI). State of Montana Prevailing Wage Rates are available at <http://erd.dli.mt.gov/labor-standards/state-prevailing-wage-rates>. The CONTRACTOR must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin and the CONTRACTOR shall provide that at least 50% of the workers of each contractor working on the project will be bona fide Montana residents in compliance with 18-2-403 (1) and 18-2-409, MCA.

Section 5 - References

- Please provide references that the City may contact to discuss the qualifications of the organization to provide the proposed services.



Item: Resolution No. 10321, A Resolution Adopting Recommended Process Changes to the Design Review Board

From: Tom Micuda, Deputy Director

Initiated By: Planning and Community Development Department

Presented By: Craig Raymond, Director

Action Requested: Adopt Resolution 10321

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (adopt/deny) Resolution 10321.”

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 10321.

Summary: On November 7, 2018, the City Commission approved Resolution 10256. This Resolution, which was proposed by P&CD staff, suspended the Design Review Board (DRB) for a period of six months. At the time of staff’s proposal, the Planning Division of the Department was operating at reduced staffing levels. P&CD staff were also working on substantial changes to the City’s development review process. After this six month period ended on May 4, 2019, the City Commission decided to extend the hiatus for another six months by adopting Resolution 10297. This action was once again based on the recommendation of P&CD staff based on continued staffing shortfalls and the need to further develop and implement changes to the City’s development review process. The second hiatus period outlined in Resolution 10297 will soon come to an end on December 3, 2019.

Since the original suspension of the DRB meeting process just over one year ago, staff has performed the functions of the DRB to review site plans and administer the guidelines and standards outlined in Title 17, Chapter 28 (Exhibit 28-1). The continuation of this staff review remains the City Manager’s preference. There have not been complaints received on the performance of staff in the administration of this function. Staff has received questions from several Neighborhood Councils on getting information regarding the status of development projects occurring within the City.

During the most recent hiatus period, two new planners have been hired for the Planning Division. This Division is now fully staffed for the first time in several years, although staff training is still early in the process. There are also important milestones that still need to be accomplished in the City’s improvements to the development

review process. With this noted, however, members of the Board all still believe that the DRB meeting process adds quality to the design of development projects. P&CD staff also believes it can now administer its role in service to the DRB. Staff has also concluded that the DRB process should be revised to make the process more predictable for project designers and developers and less administratively burdensome on Planning Division staff. Staff asserts that the process improvements outlined in this Agenda Report and in proposed Resolution 10231 will be more consistent with the original intent of the DRB's formation. More specifically, that the DRB should not duplicate staff review, rather it should act to provide timely and helpful expert advice in the design of development projects. Resolution 10231 proposes the following key modifications to the Board's procedures. These modifications will eventually need to be incorporated into amendments to portions of the Land Development Code. Staff will work with the Legal Department to submit a code amendment package after completing more pressing updates to the Parking and Landscaping Chapters to the Code.

- **Earlier Review of Development Applications** - In the past, projects requiring a DRB meeting would be reviewed by staff and the DRB relatively late in the development design process. A developer or their design representative would submit an application when they were anywhere between 80 – 100% done with their designs. Sometimes, due to tight project timelines, an architect or engineer would be forced to submit an application for the DRB concurrently with the submittal of a building permit application. In such instances, any action taken by the DRB to request modifications would often lead to building plan modifications and significant project delays.

To address this problem, staff recommends implementing a simple process change – project review by the DRB at the conceptual plan stage. Specifically, staff believes that the DRB can still fulfill its review authority as identified in City code section 17.12.3.010 as well as their responsibility for administering design guidelines as noted in 17.28, Exhibit 28-1 by reviewing design plans that are approximately at a 30% level of completion.

- **Simplify DRB Application Submittal Requirements** – In the past, developer applications for the DRB were rejected periodically or required additional materials due to the previous practice of requiring project designs to be completed at an 80-100% level. For the developer's consultant, this meant the need to submit such items as lighting photometric plans and light fixture specs, signage details, and fully designed landscape plans. These are already requirements for the issuance of permits, so essentially the developer's consultant was being asked to submit items before they were ready. This created unnecessary tension and delays in the DRB process.

To alleviate this problem, staff proposes that when a developer submits an application for the DRB, the material provided be limited to the following: 1) a project narrative, 2) conceptual site plan showing basic compliance with zoning district requirements, and 3) building renderings and/or architectural elevations. The submittal of these items is much less burdensome on the applicant to provide. However, they are also completely sufficient for the DRB to administer its function as part of the development review process.

- **Reduced Burdens on Staff** – As a result of implementing earlier DRB review and simplifying submittal requirements, past workload burdens on staff will be reduced significantly. First, the review of applications would take minutes as opposed to substantial portions of work days. Second, staff believes that no agenda reports will be needed for the new process. Staff envisions simply providing DRB members with a short review memo outlining how the project complies with the applicable zoning district requirements. Many times, this sort of basic analysis is provided by consultants on their conceptual plans. The memo would also note any guidelines in Exhibit 28-1 of the code that should be considered by the Board. Finally, staff recommends that the applicant, rather than staff, present the

project to the DRB. Staff's role in the Board's proceedings would be limited to taking meeting minutes, answering questions about applicable guidelines and code provisions, and sending out a "Notice of Decision" letter to the applicant after the Board completes its meeting on the project. After this has occurred, the remaining portion of the design development process would be strictly between staff and the developer – leading to eventual permit issuance.

Fiscal Impact: There is no quantifiable fiscal impact to the City related to whether or not the City re-activates the Design Review Board. Some people who do not support the DRB's role in the development review process may argue that the DRB's existence as a review body in the development process could affect the cost or timing of development projects.

Alternatives: If Resolution No. 10321 is not adopted, the suspension period covered by Resolution 10297 will simply end and the DRB would start meeting in accordance with the applicable provisions in the City's Land Development Code. The Commission could also decide to adopt another resolution at a future meeting to continue the Board's suspension. The Commission could also adopt amendments to the City's Land Development Code at a future meeting to eliminate the DRB entirely.

Concurrences: Staff held a public meeting with DRB members on September 30, 2019, to present ideas and gather input on re-starting the DRB meeting process. All members of the Board were in support of ending the suspension and once again meeting to review applicable development projects. At this meeting, staff also presented the proposed procedural changes outlined in this memo. DRB members were in support of these changes. As noted above, the City Manager prefers the continued current practice of having staff administer the design standards and guidelines contained in the City's Land Development Code.

Attachments/Exhibits:

Resolution No. 10321

May 1, 2019 Memo from Manager Doyon

October 30, 2019 Memo from Manager Doyon

RESOLUTION NO. 10321

A RESOLUTION ADOPTING RECOMMENDED PROCESS CHANGES TO THE DESIGN REVIEW BOARD.

WHEREAS, the Official Code of the City of Great Falls (OCCGF) Title 17, Chapter 12, Article 3, requires certain land development projects to be reviewed by the Great Falls Design Review Board (DRB); and

WHEREAS, in response to the City Planning and Community Development Department’s request, the City Commission adopted Resolution 10256 and Resolution 10297 to suspend the DRB meeting process for six month periods starting on November 7, 2018 and ending on December 3, 2019 ; and

WHEREAS, staff from the Planning and Community Development Department as well as the Board members themselves believe that the DRB’s meeting process should be started as soon as possible after the December 3, 2019 date; and

WHEREAS, staff proposes changes to the DRB’s development review process that should improve both the predictability of the process for designers and developers and ease the staff’s administrative burden in support of the Board;

WHEREAS, staff’s ideas for process changes have received favorable input from DRB members, most specifically in a meeting held with members on September 30, 2019.

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

- 1) Planning and Community Development staff implement a revised Design Review Board application process oriented toward conceptual design submissions for applicable projects;
- 2) Such submissions shall be generally limited to the following key components:
 - a) project narrative, b) conceptual site plan demonstrating compliance with underlying zoning requirements, and c) renderings or elevations of proposed buildings; and

- 3) The staff's responsibilities in supporting the Board's meeting process be modified to eliminate agenda reports and staff presentations of applicant requests to less burdensome support responsibilities for the Board; and
- 4) City staff develop applicable amendments to the OCCGF to codify the adopted process changes contained in Resolution No. 10321.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, December 3, 2019.

Bob Kelly, Mayor

ATTEST:

(CITY SEAL)

Darcy Dea, Deputy City Clerk

APPROVED FOR LEGAL CONTENT:

Sara Sexe, City Attorney



City Manager's Office

Memorandum

To: Mayor Kelly and City Commissioners

From: Gregory T. Doyon – City Manager

Re: Design Review Board - Suspension Status and Recommendation

Date: May 1, 2019

On November 7, 2018, the City Commission suspended the Design Review Board process temporarily with Resolution 10256. The Resolution expires May 6, 2019.

At the time, I argued that staff needed to be freed from the consuming administrative portion of the DRB process, primarily because the department had three staff vacancies. Staff advised the Commission that the city's design requirements would not change. The only change would be the actual approval process.

After five months of the DRB suspension, I asked staff to provide me with some feedback from users and DRB Board members. Please find attached a memorandum from Director Raymond and Deputy Director Micuda dated April 21, 2019 (with a follow-up Q&A). Both support reinstating the process, but again because of staff deficits, they asked for another DRB suspension of six months. Additionally, P&CD staff recommends using the period to rework the review process.

I have not personally heard anything either way regarding suspension of the review process from the public (but that is not entirely surprising). I do continue to hear general comments that are usually negative about the City's development review process. While most frustrations are focused on another city department, there is no doubt that developers subject to the DRB process have been frustrated in the past by the increased time (perceived delays) it takes to complete the review process. Applicants have also expressed concern about the actual authority of the DRB to make recommendations and findings.

It was not the intent of P&CD staff to eliminate the DRB. However, I thought and shared that a temporary suspension would provide an opportunity to observe any impacts on the overall process. As some of you know, I recommended that the City Commission eliminate the DRB years ago.

The following recommendation is not intended to be critical of DRB members or city staff. Both DRB members and staff have committed significant time and worked very hard to improve the

appearance and quality of development in Great Falls. For that I am thankful, but after this short reprieve from the DRB, I want to restate my original recommendation for the following reasons:

1. Using staff to perform the review process works well and reduces time for the developer. The suspension of the design review board did not change city design standards; it simply removed the DRB from the process. A board that has very limited scope and authority is not required to perform this function.
2. I have heard arguments from some that the process “yields a better outcome”. This may be the case. However, my strong sense is that this is partially true because of the perceived authority of the DRB to approve the project beyond its current authority. I believe applicants have been more inclined to accommodate DRB “suggestions” to gain approval. City policy should be clear about its design expectations right up front and not rely on this approach to improve outcomes.
3. Again, with regard to design standards, the DRB has very limited authority (parking and certain landscape elements). If the city wants to improve outcomes, then it should consider amending its design standards to be more consistent with DRB recommendations where the outcome was believed “to be better”.
4. Reinstating the DRB immediately would prove burdensome to staff (P&CD is down two staff members) as described in their April 21, 2109 memorandum. P&CD staffing has been a chronic challenge in recent years, and it may continue beyond another six months.
5. As an alternative, I’d recommend that staff work internally to revise the process as described in its memorandum. Staff could consult and receive advice from current Board DRB members. Where applicable, The Planning Advisory Board could verify through a revised process that the appropriate design standards were met.
6. The recommendation from staff to begin design review conversations earlier in the process sounds good. My concern is that this will actually open the City to more criticism that the process is subjective. The City should be clear and specific as to the standards so there is no guessing or feeling from applicants that they will be required to do more than necessary in order to be approved.
7. The DRB would work better in a community that embraced stronger design requirements such as Bozeman, Missoula, or Kalispell. Great Falls is not like these other communities and there is general distaste for additional regulations that appear to impede development. Perhaps if the city had more development, there would be a greater desire to standardize designs, improve aesthetics, and architectural features and the DRB could be revisited in the future.

As it stands now, the Design Review Board will resume its duties after May 6, 2019. If the City Commission agrees with P&CD staff’s recommendation, the Commission could suspend the DRB again at its May 21, 2019 meeting (suspension term would expire November 21, 2019).

Should the Commission agree with my position, then an ordinance change would be required. I'd advise the Commission to suspend the DRB again through November and when Title 17 comes before the Commission for review, it be eliminated at that time.

Gtd

Planning & Community Development Department

MEMO

To: Greg Doyon, City Manager; Chuck Anderson, Deputy City Manager

From: Tom Micuda, Deputy Director; Craig Raymond, Director

Date: April 21, 2019

Re: Recommendations for the Design Review Board

Per your request, this memo outlines PCD staff recommendations concerning the status of the City's Design Review Board (DRB). These recommendations are partly based on input received from local engineering and architectural design professionals as well as members of the DRB itself. This memo contains the following two sections: 1) synopsis of input received, and 2) a recommendation for how the City Commission should act on the DRB's current hiatus, including ideas for how future DRB review should be conducted.

INPUT RECEIVED

On March 25, staff solicited input via email from 16 individuals who either have regularly worked on projects reviewed by the DRB or were actual members of the Board itself. Staff received input from ten (10) of the 16 individuals contacted. Six (6) individuals who responded believed that the DRB should be re-activated and had value to improve the quality of development in Great Falls. Three (3) individuals indicated that the DRB should be disbanded and felt the DRB did not add value to the development review process. One individual indicated that either guidelines administered by staff or the DRB should be kept in place to improve the quality of development in the community. All current DRB members were in favor of bringing back the Board in some capacity. Most of the individuals who supported re-activating the DRB also added the following key observations:

- That some level of board oversight is needed to improve the overall quality of development and protect the community against bad development outcomes;
- DRB review should occur earlier in the design process and not be too subjective. If DRB review could take place at the beginning of project design, input from the DRB could be incorporated without leading to re-design and unnecessary project delays.
- The DRB's scope of review should not duplicate City staff code review.

STAFF RECOMMENDATION

Based on the input received as well as our own observations, PCD staff recommends reactivating the DRB as part of the development review process. With that noted, staff also recommends that the City Commission continue the Board's hiatus for another six months.

PCD still has two unfilled planner positions that are currently being advertised. Additionally, PCD is also working with other City departments and the City Manager's Office to develop and implement improvements to the City's development review process. For those reasons, a reactivation of the DRB in May would come at the worst possible time.

More importantly, City staff and some of the stakeholders contacted have identified problems with the DRB review process. City staff recommends that the six month period be used to meet with DRB members and interested design professionals to consider improvements to the DRB review process. The following are possible avenues for discussion:

- Conducting DRB meetings much earlier in the design process, prior to initial staff code review being conducted rather than after review has taken place. Materials submitted by the applicant for the DRB would be more preliminary in nature.
- Eliminating or at least revising the following components of the DRB process: 1) PCD staff reports, and 2) staff presentations. Project presentations would be conducted by applicants, with staff simply providing comments to focus DRB discussion on review criteria.
- That a clear decision be made on what action should be taken on development projects that do not incorporate DRB recommendations concerning the Table 28-1 Guidelines contained in the City's Land Development Code. Currently, DRB has the power to approve, deny (in whole or in part), or add conditions. There is confusion about the Board's authority, and this issue should be resolved - particularly if the DRB is to become a more informal part of the development review process.

City Manager's Office – Follow-up Questions
P&CD Design Review Questions

- What was the staff recommendation on the DRB?

Craig and I have always felt the DRB should be brought back into the process, but in a different form. In that respect, members of the DRB, staff, and some of the consultants all feel the same way. The DRB has value, but the role of the Board should be re-scoped for everyone's benefit. I still remember the meeting with you, Greg, and Craig where we proposed the idea of suspending the DRB. We never proposed the suspension because we thought the DRB had no value in the development process. We simply proposed it as temporary measure to ensure that projects could move through the City review process while we were short-staffed.

- And, why?

We need time to determine how the DRB should be re-scoped. Our idea is as follows: projects would be brought to the DRB at what I would call a 10-30% level rather than what is happening now – a 75%+ level. It's my understanding from talking to Craig and others that this was the original intent of the DRB. As I understand it, DRB review used to be done earlier in the process where it could have the most positive impact without causing project redesigns. When I started working with the DRB a few years ago, their role had changed from a body dispensing early advice on projects designed at a conceptual level to a redundant site plan approval body co-mingled with the staff.

- What is the level/percentage of work that has decreased for staff without having the DRB?

Chuck: These kinds of hard numbers are always hard to estimate. We support three boards that regularly meet and handle planning-related business – City Commission, Planning Board, and DRB. I'm not counting Board of Adjustment because it rarely meets. We have to create agenda reports and related packet material for all 3 boards. If you just do simple math, we've reduced our workload in the Planning division by 33%. However, this is mitigated because the level of review complexity is higher for City Commission and Planning Board. This leads me to think we've decreased workload by around 15-20 percent.

- Your note recommends another 6-months hiatus for the DRB due to staffing...what is your plan if staffing levels are not resolved? There seems to be a linkage here and staffing is approaching 3-yrs as an issue (I think?).

If we re-scope the DRB as described above, we can handle the workload impact with current staffing. As noted in the memo, we don't envision any more agenda reports. That's the biggest workload problem. Also, there would be less back and forth emails and letters from staff to consultants because we would no longer expect fully-fleshed out site plans and exterior building architecture. This back and forth process is also a staff workload problem and unnecessarily slows down the design process. As proposed in the memo, project submittals for the DRB would be much simpler to administer. Obviously, we don't plan on being short-staffed in 6 months, but I completely understand why we need to think about this scenario.

- Have any applicants who had comments provided by staff stated they wanted the DRB reestablished? And where they contacted for their input on the staff performing the DRB duties? Why/why not?

Only 1. Another consultant wanted to make sure that design oversight in some form (administered by staff or DRB) was maintained. 3 consultants preferred disbanding the DRB. All 5 DRB members wanted the Board to be re-established. I did not solicit specific input on preferences for staff administered guidelines vs. DRB administration. I simply asked for responses on bringing back the DRB in May, disbanding the DRB, or continuing the DRB's hiatus (staff review of guidelines).

Greg's question. Would you please tell me again what the DRB actually reviews and how that is different from staff a staff review?

The short answer is that DRB and staff review the same set of guidelines and standards contained in the Land Development Code. Please see the attached document – it contains the 25 guidelines and 4 standards that both staff and the DRB review. For lighting and landscaping (compliance with the standards in the code), the Board is given more latitude than staff to provide additional recommendations.

While this naturally leads to a conclusion of why you have two entities doing the same thing, there is one big point to consider. If the DRB is disbanded, staff loses a really valuable negotiating tool in maintaining a basic level of design quality for development projects. If staff is the sole negotiator in getting developers to address 25 design guidelines, then the entire premise of having the guidelines is compromised. Developers will personalize the discussion if it comes from a couple of staff planners. If their consultant is forced to justify a bad design in front of his or her peers in a public meeting, it creates a more even playing field to get a better project. If this discussion occurs early in the process rather than towards the end, it will make the project better, be less burdensome for the private sector, and actually help Planning staff.

Exhibit 28-1. Standards and guidelines for specified projects and buildings

| Applicability | | | | | |
|------------------|-----------|---------------------|-----------|----------|--|
| New Construction | Expansion | Exterior Renovation | Guideline | Standard | |
| x | x | | | | 1. Relationship to site conditions. The placement and massing of the building should positively address the natural terrain of the site and how the building will be viewed from outside the site, its relationship and proximity to adjoining buildings, and how the building will be viewed from outside the site from all directions. |
| x | x | | | | 2. Building placement. Buildings should be located to: (1) take advantage of the site's natural topography and drainage, existing vegetation, and other natural features; (2) maximize natural surveillance and visibility, (3) enhance the character of the surrounding area; and (4) facilitate pedestrian access and circulation. |
| x | x | | | | 3. Solar exposure. Buildings should be located to take advantage of passive solar efficiencies whenever possible. (See Exhibit 28-2) |
| x | x | | | | 4. Building shadows. Buildings should be sited and designed to minimize the impacts of shadows on residences, common areas, public spaces, and pedestrian facilities. |
| x | x | | x | | 5. Views. Whenever possible, buildings should be sited to take advantage of viewsheds. In addition, the obstruction of view-corridors from public rights-of-ways should be avoided. (See Exhibit 28-3) |
| x | x | | x | | 6. Northerly exposure. In new construction, entrances, drainage facilities, drive-through facilities, etc., should be located on east, west, or south side of a building. Whenever it is absolutely necessary to locate such facilities on a building's north side, corrective measures should be taken to mitigate hazardous accumulations of snow and ice. |
| x | | | x | | 7. Relation of façade to front lot line. At least 50 percent of the front façade of any building facing the street should be located as close to the front lot line as allowed by the underlying zoning district. (Need to verify applicability to the zoning districts) |
| x | x | x | x | | 8. Compatibility of exterior materials and finishes with surrounding buildings. Exterior materials should be compatible with those of surrounding buildings. |
| x | x | x | x | | 9. Consistent use of exterior materials and finishes. Exterior materials and the appearance of rear and side facades should be similar to and compatible with the front façade. |
| x | x | x | x | | 10. Use of certain exterior materials prohibited. Plain face concrete block may be used as an exterior treatment provided it is not readily visible from a public street or from a residential district. No more than 20 percent of the wall area may be plain face concrete block. |
| x | x | | x | | 11. Orientation of primary entry. The building's primary entrance should face the public street rather than the interior or rear of the site. |
| x | x | | x | | 12. Design of primary entry. Primary entrances to buildings should be emphasized with a larger door or "framing" devices (e.g., deep overhangs, recesses, porches, arches, arcades, etc.) or other architectural treatment. |
| x | x | | x | | 13. Building service areas. Building service areas should be conveniently located and accessible for normal service and maintenance needs. Approaches to such facilities should be adequately engineered for convenient access. |
| x | x | | x | | 14. Joint and cross-access. Similar, complimentary, and adjacent land uses should provide cross-access between properties and joint access to arterials adjacent to the property. (See Exhibit 28-4) |
| x | x | x | x | | 15. Consistent architectural standards. Architectural standards within a project should be applied consistently on sides of buildings visible from public rights-of-way and/or adjacent residential zones. |
| x | x | x | x | | 16. Visual interest and appeal. Architectural design should create visual interest. |
| x | x | x | x | | 17. Window tinting. Windows on the first floor should be clear or lightly tinted to allow views into the building |
| x | x | x | x | | 18. Façade design. Use of different textures, complementary colors, shadow lines and contrasting shapes to produce attractive facades should be used. Use of a single color, minimal detailing, and blank walls is discouraged. |
| x | x | | x | | 19. Building mass. The mass of the proposed building should be compatible with those of surrounding buildings. Potential approaches to reduce the apparent mass include dividing the building mass into smaller sections with the use of vertical and horizontal offsets. |
| x | x | x | x | | 20. Choice of exterior materials. All exterior materials should be sufficiently durable to insure stability, maintainability, and long life. Natural materials, conveying permanence, such as stone, masonry, beveled wood siding are preferred. |
| x | x | x | x | | 21. Glare. Reflective surfaces that produce hazardous glares should not be used. |
| x | x | x | x | | 22. Colors. Development projects involving a large number of buildings should vary the architecture to create visual interest, as well as deter the monotony of identical treatments. One common and effective way to do this is to vary the use of exterior colors. This does not mean that groups of buildings need to drastically vary in color. Rather, to vary wall and trim colors in the same "family" of colors, versus use of identical colors for a substantial number of buildings. |
| x | x | | | x | 23. Mechanical equipment. Mechanical equipment shall be screened with material compatible with that used architecturally in the structure. The most desirable treatment is where such screening is used as an element of the building design and is consequently made a part of the architecture of the building. |
| x | x | | x | | 24. Signage. Signs should consist of materials and colors that are similar to and compliment the primary structure. Lettering should be consistent throughout the entire project |
| x | x | | x | | 25. Minimum proportion of doors and windows. At least 30 percent of the first floor façade facing a public street should consist of windows and doors. Windows should be distributed in a more or less even manner. |
| x | x | | x | | 26. Large building elevations. When the front elevation of a building is more than 750 square feet in area, the elevation should be divided into distinct planes of 500 square feet or less. This division can occur using various means. The following design features can be used to meet this provision: (1) fascias; (2) canopies and awnings; (3) arcades; (4) functional porches at least 6 feet wide with a roof; (5) bay windows at least 3 feet wide and protruding at least 18 inches from the wall that extends from the top of building foundation to the eave; (6) vertical offsets at least 2 feet wide; and (7) other multidimensional design features. |
| x | x | x | | x | 27. Outdoor lighting. Outdoor lighting shall be consistent with chapter 40 of this Title and as recommended by the Design Review Board. |
| x | x | x | | x | 28. Landscaping. Landscaping shall be provided consistent with chapter 44 of this Title and as recommended by the Design Review Board. |
| | x | x | | x | 29. Exterior storage of materials. Exterior storage of materials in an M-2 zoning district shall be attractively screened. (Ord. 2950, 2007) |



City Manager's Office

Memorandum

To: Mayor Kelly and City Commissioners

From: Gregory T. Doyon – City Manager

Re: Design Review Board - Suspension Status and Recommendation

Date: October 30, 2019

On November 7, 2018, the City Commission suspended the Design Review Board process temporarily with Resolution 10256. The Resolution expired May 6, 2019.

In May 2019, the City Commission once again considered an additional six-month suspension based on the same merits of the first suspension. In a memorandum from staff dated April 21, 2019, Director Raymond supported reinstating the process, but again because of staff deficits, requested another DRB suspension of six months. Staff also proposed using the period to rework the review process.

On September 30, 2019, the DRB met to discuss next steps. Staff presented some options including:

- Conducting DRB meetings much earlier in the design process
- Eliminating staff reports and presentation,
- Developing new review criteria (updating landscaping, parking codes)
- Clarify the Boards authority.

Generally, the conversation was constructive until I heard suggestions that the DRB needed more “teeth” in the process and should consider not only having one meeting with a developer, but two meetings. The Board expressed a desire to better “assist” the developer with achieving design standards by meeting more than once.

After hearing these suggestions and seeing there was support for them, I provided some direct comments to the DRB, which I want to highlight for the Commission. To be clear, while I appreciate the work of the Board, I do not believe it is necessary for it to continue in its current form.

1. While the Planning Department is fully staffed (at this point), it does not have a fully seasoned or experienced staff with its new hires. It will take some time to get the new planners up to speed.

2. The best thing city government can do for development in Great Falls is to make sure that whatever process is in place, the expectations are clear and meet community objectives. I believe developers are still confused about the role and authority of the DRB. I believe that the authority of the DRB is perceived to be greater than it actually is pursuant to city code. Applicants are more inclined to accommodate DRB “suggestions” to gain approval. City policy should be clear about its design expectations up front and not rely on this approach to improve outcomes. Furthermore, it is faster and easier to have a planner review the number of parking spots needed, screening, and other landscaping requirements.

3. I strongly disagree with the proposal to hold more meetings with developers. I was somewhat shocked by the suggestion because many board appointees are in the development business. All I hear is that the development review process is too onerous and I’m wondering that if the professionals are willing to impose more time, money, and energy on development – maybe I’ve missed something in the local sentiment. The recommendation from staff to begin design review conversations earlier in the process sounds good in theory. My concern is that this will actually open the City to more criticism that the process is subjective. The City should be clear and specific as to the standards so there is no guessing or feeling from applicants that they will be required to do more than necessary in order to be approved.

4. There may be a time when the community is more receptive to a Design Review Board that has more authority. I don’t think now is the time. Again, suspension of the Board did not change standards, it simply changed the review process and timeframe.

5. There was concern from DRB members that the public does not have a chance to make comment on projects. First, let me point out that development requiring Planning Board approval allows for public comment. Sometimes the same application requires Commission approval, which again allows for public comment. For projects that do not have to go through either process, I offer that citizens of Great Falls elected City Commission members to adopt local land use regulations, which the public can provide comment.

I offered an alternative in my last memorandum which was partially followed. Staff contemplated some revisions to the process and sought advice from current Board DRB members. However, my instinct tells me that the direction discussed is not consistent with community sentiment about making the development process more efficient.

The DRB suspension will expire in November 2019. Additionally, the City Commission will be able to address developer complaints about landscaping, parking and other design requirements when it begins a more thorough review of Title 17.

Gtd