



**City Commission Meeting Agenda
2 Park Drive South, Great Falls, MT
Commission Chambers, Civic Center
December 07, 2021
7:00 PM**

The agenda packet material is available on the City's website: <https://greatfallsmt.net/meetings>. The Public may view and listen to the meeting on government access channel City-190, cable channel 190; or online at <https://greatfallsmt.net/livestream>.

Public participation is welcome in the following ways:

- Attend in person. Please refrain from attending in person if you are not feeling well.
- Provide public comments in writing by 12:00 PM the day of the meeting: Mail to City Clerk, PO Box 5021, Great Falls, MT 59403, or via email to: commission@greatfallsmt.net. Include the agenda item or agenda item number in the subject line, and include the name of the commenter and either an address or whether the commenter is a city resident. Written communication received by that time will be shared with the City Commission and appropriate City staff for consideration during the agenda item and before final vote on the matter; and, will be so noted in the official record of the meeting.
- Call-in. Call in during specific public comment periods at 406-761-4786. Please note that the call in option may not be the most ideal option as there is a time delay between what is being aired/streamed and the live meeting, and there may be significant waiting times depending on how many calls are in the queue. Public would need to watch the meeting through the viewing methods listed above and call in when prompted by the Mayor. Calls will be taken in the order in which they are received. Callers will be restricted to customary time limits.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL / STAFF INTRODUCTIONS

AGENDA APPROVAL

CONFLICT DISCLOSURE / EX PARTE COMMUNICATIONS

MILITARY UPDATES

1. Miscellaneous Reports and announcements from Montana Air National Guard.

PETITIONS AND COMMUNICATIONS

2. Miscellaneous reports and announcements.

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

NEIGHBORHOOD COUNCILS

3. Neighborhood Council 5 Drawing of Tie-Vote Write-In Candidates.
4. Miscellaneous reports and announcements from Neighborhood Councils.

BOARDS AND COMMISSIONS

- [5.](#) Reappointments to the Park and Recreation Board.
- [6.](#) Appointment to the Business Improvement District Board of Trustees.
7. Miscellaneous reports and announcements from Boards and Commissions.

CITY MANAGER

8. 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.

- [9.](#) Minutes, November 16, 2021, City Commission Meeting.
- [10.](#) Total Expenditures of \$5,331,439 for the period of October 30, 2021 through November 24, 2021, to include claims over \$25,000, in the amount of \$4,276,288.
- [11.](#) Contracts List.
- [12.](#) Approve the final payments for the River Drive North Trail Improvements, in the amount of \$175,145.85 to MRTE, Inc. and \$1,769.15 to the State Miscellaneous Tax Fund and authorize the City Manager to make the payments.
- [13.](#) Approve the final payments for the Southwest Side Water Main Replacement - Phase II to Central Plumbing, Heating, and Excavation in the amount of \$33,796.63, and \$341.38 to the State Miscellaneous Tax Fund and authorize the City Manager to make the payments.
- [14.](#) Set a public hearing for December 21, 2021 to consider a lease agreement of City owned property located in Highland Park with the Electric City BMX Association.
- [15.](#) Set a public hearing for December 21, 2021 to consider a lease agreement with The Electric City Baseball Academy for City owned property located in Lot 3, Block 1, Missouri River Manor Addition, and known as Don Olson Baseball Field.

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

PUBLIC HEARINGS

- [16.](#) HOME-ARP Grant program. *Action: Conduct a public hearing on HOME-ARP Funds as required by the U.S. Department of Housing and Urban Development (HUD). (Presented by Craig Raymond)*
- [17.](#) Ordinance 3233, Amending Title 5 of the Official Code of the City of Great Falls (OCCGF) Pertaining to False Alarms and Alarm Agent Licensing. *Action: Conduct a public hearing and adopt or deny Ord. 3233. (Presented by Mike McIntosh)*
- [18.](#) Ordinance 3237, Amending Title 15 of the Official Code of the City of Great Falls (OCCGF) Pertaining to the Fire Code. *Action: Conduct a public hearing and adopt or deny Ord. 3237. (Presented by Mike McIntosh)*

OLD BUSINESS

NEW BUSINESS

ORDINANCES / RESOLUTIONS

19. Ordinance 3234, Amending Title 9, Chapter 8, Section 020 of the Official Code of the City of Great Falls (OCCGF), Pertaining to Weapons. *Action: Accept or not accept Ord. 3234 on first reading and set or not accept the public hearing for December 21, 2021. (Presented by Jeff Hindoien)*

CITY COMMISSION

20. Miscellaneous reports and announcements from the City Commission.
21. 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.



Commission Meeting Date: December 7, 2021

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Neighborhood Council 5 Drawing of Tie-Vote Write-In Candidates

From: Lisa Kunz, City Clerk

Initiated By: Lanni Klasner, Communications Specialist

Presented By: Lisa Kunz, City Clerk

Action Requested: Conduct a drawing of tie-vote, write-in candidates to fill the fifth seat on Neighborhood Council 5

Suggested Motion: None

Summary: Four candidates were elected to Neighborhood Council 5 at the general election held November 2, 2021. As the liaison to the Neighborhood Councils, Communications Specialist Lanni Klasner made contact with the eligible persons whose names were written in on the ballot receiving two votes each. Zach Bumgarner and Matt Holbrook indicated their acceptance as a write-in candidate to Communications Specialist Klasner and both names are included in the drawing.

Requested Action: Due to tie votes between the write-in candidates for the fifth seat on Neighborhood Council 5, the requested action is that the Commission conduct a drawing.

The person whose name is drawn will be contacted and is required to file with the election administrator a written declaration of his/her acceptance of the position for which elected.



Commission Meeting Date: December 7, 2021

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Reappointments to the Park and Recreation Board.

From: City Manager's Office

Initiated By: City Commission

Presented By: City Commission

Action Requested: Reappoint two members the Park and Recreation Board.

Suggested Motion:

1. Commissioner moves:

"I move that the City Commission (reappoint/not reappoint) Carol Bradley and Gary Arno for a one-year term through December 31, 2022, to the Park and Recreation Board."

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

Summary:

The Park and Recreation Board has four members with terms set to expire on December 31, 2021. Lonnie Hill has served on the Park and Recreation Board since January 1, 2016 and has completed two full terms making him ineligible for an additional term. Jen Creed was appointed in February 2019 and is not interested in serving an additional term. Both Carol Bradley and Gary Arno were appointed in April 2020 to fill partial terms that will end on December 31, 2021. They are not interested in serving another full three year term but are willing to be appointed to a one-year term. With the proposal of this shorter term it would allow for the Board to retain more experienced members rather than having to replace four members at one time. This will also allow for better staggering in the future for the Board member terms.

Lonnie Hill	1/1/2016 – 12/31/2021	Termed
Jen Creed	2/5/2019 – 12/31/2021	Leaving the Board
Carol Bradley	4/7/2020 – 12/31/2021	(Proposed new term end 12/31/2022)
Gary Arno	4/7/2020 – 12/31/2021	(Proposed new term end 12/31/2022)
Dustin Jacobs	2/16/2021 – 12/31/2023	
Patrick Carroll	4/7/2020 – 12/31/2023	
Brenda Keller	5/4/2021 – 12/31/2023	

Staff has begun advertising for the vacancies through the City's Website and local media. These openings would be for full three-year terms through December 31, 2024. Mr. Hill and Ms. Creed are willing to remain on the Board until their successors are appointed.

Board Recommendation:

The Park and Recreation Board met on November 8, 2021 and recommended reappointing Ms. Bradley and Mr. Arno to a one-year term through December 31, 2022.

Background:

The Park and Recreation Board consists of seven members who act in an advisory capacity to the City Commission and the City Manager on all matters related to the Park and Recreation program in the City of Great Falls. Pursuant to Ordinance 3169, members must reside within the City.

Alternatives:

The Commission could choose not to reappoint Ms. Bradley and Mr. Arno at this time and ask staff to continue advertising for all four vacancies. This option is not ideal as the Board would have four new members.



Commission Meeting Date: December 7, 2021

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Appointment to the Business Improvement District Board of Trustees

From: City Manager's Office

Initiated By: City Commission

Presented By: City Commission

Action Requested: Appoint one member to the Business Improvement District Board of Trustees to fill the remainder of a four-year term through June 30, 2024.

Suggested Motion:

1. Commissioner moves:

"I move that the City Commission (appoint/not appoint) Michelle Bebbington to the Business Improvement District Board of Trustees to fill the remainder of a four-year term expiring June 30, 2024."

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

BID Board Recommendation: It is recommended that the City Commission appoint Michelle Bebbington to the Business Improvement District Board of Trustees to replace Trista Besich. Ms. Besich was appointed to the Business Improvement District (BID) Board in June of 2020 and resigned on September 13, 2021. The City advertised for the vacancy to solicit citizen interest through the City's website and the local media.

At their meeting on November 11, 2021, the BID Board met Ms. Bebbington and was in support of her appointment once she submitted an application. The city received her application on November 19, 2021.

Background:

The Business Improvement District Board of Trustees consists of seven members appointed by the City Commission. Members must be owners of property within the District or their assignees (§ 7-12-1121, MCA). The BID oversees the functions, operations, management and administration as necessary to carry out the purposes and objectives of the Business Improvement District.

During past meetings the Board discussed the need for Board members with the following backgrounds:

- Developer/construction experience
- Finance experience
- Social media/marketing experience

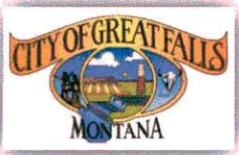
Continuing members of this board are:

Alison Fried	2/7/2017 – 6/30/2025	
Karen Reiff	9/1/2020 – 6/30/2023	
Jason Kunz	7/1/2019 – 6/30/2023	
Sherrie Arey	7/7/2020 – 6/30/2024	
Max Grebe	8/16/2016 – 6/30/2024	
Neal DuBois	7/21/2020 – 6/30/2023	
Trista Besich	6/3/2020 – 6/30/2024	(Resigned September 13, 2021)

Citizen interested in the Board:

Michelle Bebbington

Alternatives: The City Commission could choose not to appoint Ms. Bebbington and request staff to continue advertising for the position.



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

Agenda #6.

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

Board/Commission Applying For: <i>BID</i>		Date of Application: <i>11/19/21</i>	
Name: <i>MICHELLE POEBBINGTON</i>			
Home Address: <i>3505 3rd Ave So</i>		Email address: <i>hairazen3@gmail.com</i>	
Home Phone: <i>406-788-7642</i>	Work Phone: <i>406-216-5511</i>	Cell Phone: <i>406-788-7642</i>	
Occupation: <i>Hairstylist/owner The Living Room</i>		Employer: <i>self employed</i>	
Would your work schedule conflict with meeting dates? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (If yes, please explain)			
Related experiences or background: <i>worked as a self employed stylist downtown for 14 years</i>			
Educational Background: <i>HS, associate degree business, golf course management cosmetology</i>			
IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:			
Previous and current service activities: <i>none</i>			
Previous and current public experience (elective or appointive): <i>none</i>			
Membership in other community organizations: <i>DGFA</i>			

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

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

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

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

Please describe your interest in serving on this board/commission?

I would be delighted to serve on the BID board. I am passionate about Downtown Great Falls and would love to be apart of the growth.

Please describe your experience and/or background which you believe qualifies you for service on this board/commission?

My experience is with people and idea making. I have been involved with oppourtunities to help with several downtown activities over the years.

Additional comments:

Where I ~~lack~~ lack in expenence I make up for it in oppourtunity and enthusiasm.

Signature

Michelle Bebbington

Date:

11/19/21

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

Return this form to:

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

Fax:
(406) 727-0005

Email:
kartis@greatfallsmt.net

JOURNAL OF COMMISSION PROCEEDINGS**Virtual Meeting by Zoom****November 16, 2021**

Regular City Commission Meeting

Mayor Kelly presiding

CALL TO ORDER: 7:00 PM**PLEDGE OF ALLEGIANCE**

ROLL CALL/STAFF INTRODUCTIONS: City Commission members participated electronically via Zoom webinar: Bob Kelly, Mary Sheehy Moe, Owen Robinson and Rick Tryon. Commissioner Tracy Houck resigned effective November 5, 2021. City staff participated electronically via Zoom webinar: Deputy City Manager Chuck Anderson; Public Works Director Paul Skubinna; Police Captain Rob Moccasin; Fire Chief Jeremy Jones and Fire Marshal Mike McIntosh; and, City Attorney Jeff Hindoen. City Clerk Lisa Kunz was present in the Commission Chambers.

Commissioners-Elect Joe McKenney and Susan Wolff, and proposed Commissioner-appointee Eric Hinebauch observed electronically via Zoom webinar.

Due to the COVID-19 health concerns, the format of the City Commission meeting was held in a virtual video-conferencing environment. To honor the Right of Participation and the Right to Know (Article II, Sections 8 and 9 of the Montana Constitution), modifications have also been made for public participation. To attend and participate in the virtual meeting utilizing Zoom, attendees must register in advance for the Commission Meeting at : https://us02web.zoom.us/webinar/register/WN_V3Qe2D2MQdiEyeP4d3bvtw.

For all other participation options, please see **Public Participation Guide for City Commission Meetings**.

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

CONFLICT DISCLOSURE/EX PARTE COMMUNICATIONS: None.

PROCLAMATIONS: Small Business Saturday (November 27, 2021) and National Apprenticeship Week (November 15-21, 2021)

COMMUNITY HEALTH INITIATIVES

1. COMMUNITY HEALTH UPDATE FROM CITY-COUNTY HEALTH DEPARTMENT (CCHD) BOARD MEMBER, AMANDA BALL, CITY APPOINTED REPRESENTATIVE.

Commissioner Robinson introduced Amanda Ball, the City Commission's appointed representative on the Board of Health (BOH). Her term expires at the end of this year. She does a wonderful job for the community and he will be recommending her re-appointment to the BOH.

Amanda Ball commented it has been an honor to be part of the BOH. When she first had interest in joining the Board, she did not anticipate a world-wide pandemic or to be part of a team that would be making such immediate and far-reaching decisions that impacted the community so

JOURNAL OF COMMISSION PROCEEDINGS

Virtual Meeting by Zoom

November 16, 2021

greatly. She is impressed by the community's resilience and especially the resiliency of the youngest people in the community. She works professionally in child welfare. Over the past two years, it has been incredible to watch children adapt, persevere and thrive, despite so many setbacks in their normal routines.

PETITIONS AND COMMUNICATIONS

2. Participating via Zoom was:

Jeni Dodd, City resident, objecting to having to attend Commission meetings remotely, opining that it is arguable whether this format fulfills the requirement of public participation guaranteed by the Montana Constitution, Art. II, Section 8, and that this remote format is unnecessary due to the Mayor having been seen without a mask or distancing himself from others at a recent concert hall.

NEIGHBORHOOD COUNCILS

3. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

None.

BOARDS AND COMMISSIONS

4. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

None.

CITY MANAGER

5. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

Deputy City Manager Chuck Anderson reported that:

- As part of the on-boarding process, department tours have been scheduled for the commissioners-elect. If current commission members want to attend, contact Krista in the City Manager's Office so that a quorum notice can be posted.
- As of today, the recent municipal election results have not been certified. Only six positions need to be filled amongst the nine Neighborhood Councils.
- The City is accepting applications from qualified candidates for CDBG-CV funding to be used specifically for the prevention of, preparation for, and response to the coronavirus to serve the Great Falls community.
- The City leaf pick-up program concluded for the year. The City's Park and Recreation Department collected 1700 cubic yards of leaves that equates to about 140 dump truck loads of leaves.

CONSENT AGENDA.

JOURNAL OF COMMISSION PROCEEDINGS**Virtual Meeting by Zoom****November 16, 2021**

6. Minutes, November 2, 2021, City Commission Meeting.
7. Total Expenditures of \$2,569,081 for the period of October 16, 2021 through November 3, 2021, to include claims over \$25,000, in the amount of \$1,776,185
8. Contracts List.
9. Award a contract in the amount of \$68,743.99 to Doctor Lawn Landscape Services, Inc. for the Southwest Side Street Reconstruction – Tree Removal project, and authorize the City Manager to execute the contract documents. **OF 1432.2**

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

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

Hearing none, Mayor Kelly called for the vote.

Motion carried 4-0.

PUBLIC HEARINGS

OLD BUSINESS

10. **AMENDMENT TO 1975 AGREEMENT ESTABLISHING CITY-COUNTY HEALTH DEPARTMENT TO DESIGNATE INTERIM HB 121 “GOVERNING BODY” ENTITY AND APPOINTMENT OF MEMBER OF CITY COMMISSION TO SERVE AS EX OFFICIO NON-VOTING MEMBER OF HB 121 “GOVERNING BODY” ENTITY.**

City Attorney Jeff Hindoien reported that this item is a piece of the process the City has been working through with Cascade County, with respect to trying to address some legislative changes from the last session pertaining to governance and oversight structure of local boards of health.

The Cascade County Board of Commissioners and the City Commission met in a joint meeting on July 28, 2021 to discuss the impacts of HB 121 on the long-standing governance structure of the Board of Health (BOH) and City-County Health Department (CCHD). In the wake of those discussions, the City and County exchanged proposals for the possible designation of the “governing body” entity, with the County proposing that the Board of County Commissioners fill that role and the City proposing an entity that included a member of the City Commission along with the County Commissioners.

The temporary agreement would take the form of a formal Amendment to the 1975 Agreement that created the current CCHD and BOH structure. The proposed Amendment document will add a new provision to the 1975 Agreement as follows:

JOURNAL OF COMMISSION PROCEEDINGS

Virtual Meeting by Zoom

November 16, 2021

11. That, in light of the requirements of HB 121 as enacted by the 2021 Legislature, and the County and the City hereby designate an entity consisting of the following members to serve as the “governing body” as referenced in HB 121:

- ☐ the three (3) members of the Board of Commissioners for Cascade County; and
- ☐ one (1) member of the Great Falls City Commission.

The member of the governing body entity from the Great Falls City Commission will serve as a non-voting, *ex-officio* member of the governing body entity. The Parties agree that their designation of the governing body entity as described above is being made on a temporary and interim basis pending further efforts to resolve their current legal dispute and that the designation will expire and be of no further force and effect as of June 30, 2022. This will also allow time to get a new, modern interlocal agreement stood up to replace the 1975 agreement.

City Attorney Hindoien further reported that he has drafted a Complaint to file in District Court to resolve the legal dispute with Cascade County. He is working with the County Attorney’s Office to get the legal dispute narrowed down for the District Court. The City’s objective on the legal front was to address what was understood to be the County’s position that really only the Board of County Commissioners could serve.

Legal staff for both the City and County are continuing in their efforts to secure a resolution of that dispute. In the meantime, the County has advised the City that it is willing to agree to the designation of an interim entity to serve as the HB 121 “governing body” while the parties resolve whatever legal impediments remain to an agreement for a permanent designation.

Commissioner Moe moved, seconded by Commissioner Robinson, that the City Commission approve the proposed Amendment to the 1975 Agreement establishing the City-County Health Department to designate an Interim HB 121 “Governing Body” entity and authorize the City Manager to execute the Amendment document.

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

Commissioner Tryon appreciated the City Attorney clarifying the City’s position. It was mis-reported that the City’s position was to get the City-County Board of Health to be the governing body. That was never the City’s position. HB 121 made it clear that the government body could be a hybrid, and didn’t necessarily have to be just the County Commissioners serving as the governing body. The City Commission’s position was the governing body be comprised of some combination of City Commissioners and County Commissioners going forward.

He inquired if the appointing of a member of the City Commission to serve as an *ex-officio* non-voting member of HB 121 “governing body” entity had to be done tonight or if it could wait until the new Commission is seated in January.

JOURNAL OF COMMISSION PROCEEDINGS
Virtual Meeting by Zoom
November 16, 2021

City Attorney Hindoien responded that there is no legal reason the appointment has to be done tonight. It was included as a structural convenience to have it stood up on the City's side.

Commissioner Tryon inquired if the City would not be in compliance with HB 121 if a member is not appointed by the Commission this evening.

City Attorney Hindoien responded the City would be in compliance as there would be a designated entity agreed upon between the two Parties. The administrative step to appoint the *ex-officio* City Commission member could take place at a later time.

Commissioner Tryon inquired if City Attorney Hindoien believed the District Court would have an answer to the legal dispute by June 30, 2022. City Attorney Hindoien responded in the affirmative.

Commissioner Moe commented that the proposal before the Commission is different only in timeline from the proposal made many months ago. She would not characterize it as fair on two fronts. One, the City Commission member sits at the table as an *ex-officio* rather than a full voting member of the governing body, and two, the City Commission sits on the board as a minority. The City was willing to make that concession just so that the governing body at least had the City's voice in it. She hopes that will be worked out in a more fair manner in the future. The long term agreement should not be lost in the process. It needs to be modernized and something that both government bodies comply with. With regard to the appointment, there is no disadvantage to having someone appointed right away, and she thinks someone should be appointed to show the City's intent to comply with HB 121. She suggested moving progressively forward.

Mayor Kelly suggested Commissioner Robinson continue until the end of the year when his term ends, and the Commission can appoint a member in January.

Commissioner Robinson clarified that his current appointment to the Board of Health doesn't have anything to do with *ex-officio* non voting member of the interim HB 121 governing body. He will remain as the chairman of the Board of Health until his term ends.

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

Motion carried 4-0.

Commissioner Robinson moved, seconded by Commissioner Tryon, that Mayor Bob Kelly be appointed to serve as an ex officio non-voting member of the interim HB 121 "Governing Body" entity.

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

Commissioner Moe suggested Commissioner Robinson serve as the City's delegate because of his convergence with the issues.

JOURNAL OF COMMISSION PROCEEDINGS**Virtual Meeting by Zoom****November 16, 2021**

Commissioner Robinson responded that Mayor Kelly is very well versed in the issues that are coming up. The Board of Health has nothing to do with the new governing body entity, except if the new governing body decided that the Board of Health had done something incorrectly, then that is the governing body to decide whether to overrule the Board of Health. He pointed out that appointing him to serve as the *ex-officio*, non-voting member of the interim HB 121 governing body entity would create a conflict while he is the chairman of the Board of Health.

Commissioner Tryon concurred with Commissioner Robinson, to vote on the pending motion, and revisit this matter after the first of the year.

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

Motion carried 4-0.

NEW BUSINESS**ORDINANCES/RESOLUTIONS**

11. **ORDINANCE 3233, AMENDING TITLE 5 OF THE OFFICIAL CODE OF THE CITY OF GREAT FALLS (OCCGF) PERTAINING TO FALSE ALARMS AND ALARM AGENT LICENSING.**

Fire Marshal Mike McIntosh reported that Great Falls Fire Rescue (GFFR) has experienced an increase in false alarm calls in businesses in recent years. These false alarm calls cause expenditures of time, staff and other resources that are already limited, as well as puts firefighters and community members at risk when lights and sirens are run through the community. Year to date GFFR has had 388 alarm activations that have been false alarms. The purpose of this ordinance is to put something into place for repeated false alarms at individual locations. GFFR will then be able to work with those owners or property managers to address the issues with their alarm systems.

The current municipal code structure only authorizes the imposition of fines or penalties for Police Department inadvertent false alarm calls relating to unauthorized entry (burglar alarms) and does not extend to false alarms for fire or other hazardous conditions.

The proposed Ordinance would extend the current code structure for GFFR to authorize the transmittal of written warning letters and ultimately the imposition of a fine for false alarms in the context of fire alarms or other hazardous conditions. The proposed changes would also (1) impose a fine after the second false alarm in a year [as opposed to after the third] and (2) increase the fine amount for a third or subsequent false alarm from \$50.00 to \$100.00.

At present, Alarm Agents are required to obtain an "Alarm Agent Permit." The Ordinance clarifies that the license is to be secured from the Planning & Community Development Department.

Commissioner Tryon moved, seconded by Commissioner Robinson, that the City Commission accept Ordinance 3233 on first reading and set a public hearing for December 7, 2021.

JOURNAL OF COMMISSION PROCEEDINGS
Virtual Meeting by Zoom
November 16, 2021

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

In response to Commissioner Moe's inquiry pertaining to the difference between a false alarm, falsely reporting a fire and systems that mess up repeatedly, Fire Marshal McIntosh clarified that the proposed ordinance pertains to a facility that repeatedly has an alarm activation for the same issue and they never get that system addressed by an alarm contractor.

To be less confusing, Commissioner Moe suggested calling it faulty alarm. She also suggested a certain number of days instead of calendar year from January 1 to December 31.

Commissioner Moe referred to OCCGF 5.3.6.050 D. and inquired why that section wasn't applicable to the City of Great Falls or residential fire alarms in one or two-family dwellings.

Fire Marshal McIntosh responded that in the commercial setting, fire alarm systems have to be serviced and maintained on an annual basis. Code requirements are not the same for residential. Most fire alarm systems in houses are tied to a burglar alarm system. If the burglar alarm activates the Police Department is already being notified. That was already in place for residential but not commercial.

Commissioner Moe concluded that none of the things she raised would effect her support for the vote with the possible exception of the calendar year.

Commissioner Tyron inquired if Fire Marshal McIntosh would recommend amending the language pertaining to the calendar year when the ordinance comes back for public hearing.

Fire Marshal McIntosh responded that he would review that proposed change with the City Attorney. The calendar year language in the Ordinance corresponds with GFFR's annual inspections and safety inspection certificates.

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

Motion carried 4-0.

12. ORDINANCE 3237, AMENDING TITLE 15 OF THE OFFICIAL CODE OF THE CITY OF GREAT FALLS (OCCGF) PERTAINING TO THE FIRE CODE.

Fire Marshal Mike McIntosh reported that the City of Great Falls has adopted the 2012 International Fire Code (IFC). Great Falls Fire Rescue (GFFR) currently requests that the inspections, testing and maintenance (ITM) reports be submitted to the Fire Prevention Bureau.

Currently, however, GFFR is only receiving ITM reports from roughly half of the service providers working within the City of Great Falls.

The language allowing the fire code official to request those reports was removed from the 2018 IFC, which the City did not adopt. GFFR is moving towards adoption of the 2021 version of the

JOURNAL OF COMMISSION PROCEEDINGS
Virtual Meeting by Zoom
November 16, 2021

IFC in the spring. Most jurisdictions around the country are writing into ordinance that these reports shall be submitted to the authority having jurisdiction to know where those life safety systems are.

Local alarm, sprinkler and hood contractors do a good job of submitting reports to GFFR. The issues are with out of state companies that do work within the City and never file a report with GFFR.

The proposed Ordinance would enable GFFR to obtain the ITM records for all life safety systems within the City of Great Falls by (1) requiring that all ITM work be conducted by properly licensed alarm agents and (2) having the ITM reports generated by those providers submitted to the City's third party reporting partner. This reporting partner would then work with GFFR, alarm agents, and business owners to ensure those life safety systems found deficient will obtain the repairs needed so that the life safety system will be operating as designed and protecting the buildings and community members.

Commissioner Tryon moved, seconded by Commissioner Robinson, that the City Commission accept Ordinance 3237 on first reading and set a public hearing for December 7, 2021.

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

Commissioner Moe expressed concern that the penalty section pertains to the entire chapter, which she has not seen.

Fire Marshal McIntosh responded that the chapter pertains to the adopted international fire code.

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

Motion carried 4-0.

CITY COMMISSION

13. CITY COMMISSION VACANCY APPOINTMENT.

Commissioner Moe moved, seconded by Commissioner Robinson, that the City Commission appoint Eric Hinebauch to fill the current vacancy on the City Commission until the next regular election.

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

Participating via Zoom was:

Jeni Dodd, City resident, inquired why the Commission didn't follow the same process as when Mary Jolley was replaced by asking for applications from interested individuals. She commented that appointment in the manner proposed tonight seems capricious and this Commission making

JOURNAL OF COMMISSION PROCEEDINGS
Virtual Meeting by Zoom
November 16, 2021

up rules at it goes. Mr. Burow received more votes than Mr. Hinebaugh. She inquired why Mr. Burow wasn't offered the seat even though he was in the mayoral race. She suggested the City develop and codify the exact procedure to be used in the future for such vacancies.

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

Mayor Kelly clarified that when Commissioner Jolley won an election for Justice of the Peace, there had not been a City election just prior to her resigning. This is a different situation. He did consult with the City Attorney and it is at the discretion of the Commission about the process that is used going forward. This idea was floated by one of the Commissioners, discussed with the City Attorney, and he endorses going forward with this process.

Commissioner Tryon is in agreement with the process as well. He agrees with the suggestion of codifying a process. The Commission is not obligated to take applications. The situation in 2012 was different than this situation. In this situation the election results came in the day before Tracy Houck submitted her resignation. To him, it makes more sense to respect the will of the voters as Mr. Hinebaugh was the 3rd highest vote-getter in the Commission portion of the election.

Commissioner Moe commented that there are as many different scenarios for a vacancy occurring and being filled as there are people who serve. It would be difficult to come up with a code that represents either the will of the voters or the best interests of the community and the Commission. There are a number of factors that go into any decision of this type. The voters elected the Commission members that are now seated to weigh those factors and to make a decision that they believe is in the best interest of the community, the Commission, and the voters. That person will not necessarily always be the next in line. There is strong community support for this candidate, and she supports the appointment.

Commissioner Robinson supports the appointment of Eric Hinebaugh. The irony of this appointment is that Eric Hinebaugh will be a Commissioner before the two Commissioners that beat him in the election.

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

Motion carried 4-0.

14. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

None.

15. COMMISSION INITIATIVES.

Mayor Kelly reported that the Commission will go back to in-person meetings at the next meeting in December. There has been a lot of change in the Covid posture of the community in the last several weeks and months. Everyone is realizing this is something that may have to be lived with for a very long time. He and other Commissioners have agreed that it is time to try to get back to a normal environment in Commission meetings. He asked Deputy City Manager Chuck Anderson

JOURNAL OF COMMISSION PROCEEDINGS**Virtual Meeting by Zoom****November 16, 2021**

to poll staff about their level of comfort with coming back to the Commission Chambers. The Commission would still recommend that people follow guidelines, which the Commission cannot mandate. Once the Commission receives approval from the City Manager and his staff then the Commission will look forward to meeting December 7th in the Commission Chambers and Gibson Room.

Commissioner Robinson commented that he agrees with that decision. He has heard from a lot of people that thanked the Commission for having the Zoom format. It seems to him that it would be nice for the convenience of those people that don't want to attend in-person to still be able to join in the Commission Chambers by Zoom.

ADJOURNMENT

There being no further business to come before the Commission, **Commissioner Tryon moved, seconded by Commissioner Moe, to adjourn the regular meeting of November 16, 2021, at 8:26 p.m.**

Motion carried 4-0.

Mayor Bob Kelly

City Clerk Lisa Kunz

Minutes Approved: December 7, 2021



Commission Meeting Date: December 7, 2021

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

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

PRESENTED BY: Finance Director

ACTION REQUESTED: Approval with Consent Agenda

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

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

ACCOUNTS PAYABLE CHECK RUNS FROM NEW WORLD	OCT 30, 2021 - NOV 13, 2021	1,184,467.61
ACCOUNTS PAYABLE CHECK RUNS FROM MUNIS	NOV 9, 2021 - NOV 24, 2021	4,136,795.26
MUNICIPAL COURT ACCOUNT CHECK RUN FOR	OCT 30, 2021 - NOV 15, 2021	8,553.00
ASIFLEX	NOV 8, 2021	1,623.11
TOTAL: \$		<u>5,331,438.98</u>

SPECIAL REVENUE FUNDS

STREET DISTRICT

MRTE INC	OF 1680.1 ENCINO DR/GRANDE VISTA ST REPAIRS PH 2	50,635.68
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PARK DISTRICT

TRENCHLESS SOLUTIONS INC	INDOOR AQUATIC & RECREATION CENTER WATER MAIN	28,892.16
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DEBT SERVICE FUNDS

IMPROVEMENT DISTRICT PROJECTS

TALISMAN CONSTRUCTION SERVICES INC	CIVIC CENTER FAÇADE	124,812.81
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WATER

CENTRAL EXCAVATION	OF 1432.1 SW SIDE WMR PHASE 2	325,423.42
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ENTERPRISE FUNDS

SEWER

VEOLIA WATER NORTH AMERICA	MONTHLY WWTP OPERATION CONTRACT JULY TO DEC 2021	258,218.10
PEC INC PLANNED & ENGINEERED CONSTRUCTION INC	OF 1675.4 SANITARY SEWER TRENCHLESS REHAB PH 23	711,598.18

STORM DRAIN

PEC INC PLANNED & ENGINEERED CONSTRUCTION INC	OF 1675.4 SANITARY SEWER TRENCHLESS REHAB PH 23	45,421.16
WESTERN MUNICIPAL CONSTRUCTION	OF 1463.1 VALERIA WAY 4 STORM DRAIN REPL PH2	395,871.06

CASCADE COUNTY TREASURER	W.GF FLOOD DISTRICT TAXES	27,805.23
SANITATION		
HIGH PLAINS LANDFILL	SANITATION CHARGES FOR OCTOBER 2021	78,830.21
PARKING		
STANDARD PARKING CORP	PARKING PROGRAM CONTRACT	69,028.27
CIVIC CENTER EVENTS		
GREAT FALLS SYMPHONY ASSOC. INC	ALTON BROWN SHOW	57,300.24
INTERNAL SERVICES FUND		
HEALTH & BENEFITS		
BCBS HEALTH CARE	BCBS HEALTH CARE	840,836.07
SUNLIFE DENTAL & VISION	SUN LIFE DENTAL & VISION	41,571.75
US BANK TRUST	WELLNESS INCENTIVE	51,728.95
FINANCE		
ANDERSON ZURMUEHLEN & CO PC	PREPARATION OF AUDITS	30,000.00
INFORMATION TECHNOLOGY		
ZUERCHER TECHNOLOGIES LLC	ANNUAL ZUERCHER SOFTWARE HARDWARE MAINTENANCE	77,497.32
TRUST AND AGENCY		
PAYROLL CLEARING		
STATE TREASURER	MONTANA TAXES	46,668.00
FIREFIGHTER RETIREMENT	FIREFIGHTER RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	105,353.66
STATEWIDE POLICE RESERVE FUND	POLICE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	139,702.51
PUBLIC EMPLOYEE RETIREMENT	PUBLIC EMPLOYEE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	258,292.62
US BANK	FEDERAL TAXES, FICA & MEDICARE	409,098.12
LABORERS INTERNATIONAL UNION	EMPLOYEE CONTRIBUTIONS	25,480.17
MONTANA OE - CI TRUST FUND	EMPLOYEE CONTRIBUTIONS	26,274.75
STATE OF MT PLUMBERS	EMPLOYEE CONTRIBUTIONS	49,948.00
CLAIMS OVER \$25000 TOTAL:		\$ <u>4,276,288.44</u>

CITY OF GREAT FALLS, MONTANA**COMMUNICATION TO THE CITY COMMISSION****DATE: December 7, 2021**

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

PRESENTED BY: Lisa Kunz, City Clerk

ACTION REQUESTED: Ratification of Contracts through the Consent Agenda

MAYOR'S SIGNATURE: _____

CONTRACTS LIST

	DEPARTMENT	OTHER PARTY (PERSON OR ENTITY)	PERIOD	AMOUNT	PURPOSE
A	Planning & Community Development	Loenbro Plumbing, Heating & Electrical	12/07/2021 – 12/31/2022	\$34,734	Public Works Construction Agreement to install conduit and wiring for security camera systems in the North and South Parking Garages
B	Public Works/ Engineering	Brian and Pauline Burks	Permanent	\$1.00	Easement – to create a permanent secondary access easement across City property for property owner to access the backside of Lot 4, Block 1 of the Sky-Line Addition to Great Falls OF 1708

C	Public Works/ Engineering	Shumaker Trucking and Excavation Contractors, Inc.	12/07/2021- 12/31/2022	\$73,784	Ratification of Public Works Construction Agreement for Fire Station #1 Underground Storage Tank Removal Facility ID 07-00680, Tanks 636, 637, and 638 OF 1755.1
D	Public Works/ Environmental	CND Smith Inc.	12/07/2021	\$60,000	Professional Services Agreement for comprehensive engineering/consulting and on-call services for the City's Wastewater Pretreatment Program OF 1735 (CR 120418.7A, 042120.7B, 060220.6B, 042021.6B, 061521.10A)



Commission Meeting Date: December 7, 2021

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: River Drive North Trail Improvements, OF 1726.2

From: Park and Recreation

Initiated By: Park and Recreation

Presented By: Steve Herrig, Park and Recreation Director

Action Requested: Approve Final Pay Request

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/not approve) Final Payment for the River Drive North Trail Improvements, in the amount of \$175,145.85 to MRTE, Inc. and \$1,769.15 to the State Miscellaneous Tax Fund and authorize the City Manager to make the payments.”

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

Staff Recommendation:

Approve the Final Payment of \$175,145.85 to MRTE, Inc. and \$1,769.15 to the State Miscellaneous Tax Fund.

Summary:

This project is being funded by Missouri-Madison River Fund and NorthWestern Energy grants, River's Edge Trail Foundation and Park District No. 1 funds. The project replaced approximately 1,130 LF of asphalt surfacing by installing, at grade, 5" reinforced concrete surface. The 8 ft. wide concrete trail connects with the existing concrete sidewalk at Central Ave. West and ends at the pedestrian crossing to the north in Elk's Riverside Park. Work included traffic control, removal of existing asphalt, protection of trees and tree roots, subgrade preparation, gravel base course, concrete curb and gutter, removal and reset of concrete pin downs, reinforced concrete trail construction, crosswalk painting, and site reclamation.

Background:

Workload Impacts

Design, plans, specifications, inspections, and construction administration were completed by TD&H Engineering, Park and Recreation, and Public Works.

Purpose

Continuing improvements to the River's Edge Trail through partnerships for funding. This project includes replacing asphalt with concrete trail from Central Ave. N. Bridge to the pedestrian crossing to the north in Elks Riverside Park.

Evaluation and Selection Process

Two (2) bids were received on June 24, 2021 with the base bid prices ranging from \$176,915.00 to \$187,362.55. Base bids and bid additive #1 ranged from \$237,115.00 to \$255,087.55. MRTE, Inc. submitted the low bid.

Conclusion

City staff recommends making the Final Payment of \$175,145.85 to MRTE, Inc. and \$1,769.15 to the State Miscellaneous Tax Fund. City staff verified that MRTE, Inc. has completed all work and punch list items in accordance with the plans and the contract. The two year warranty period started on November 5, 2021.

Fiscal Impact:

Funds are provided through Missouri-Madison River Fund and NorthWestern Energy grants, River's Edge Trail Foundation and Great Falls Park District No. 1 and are available for Final Payment.

Alternatives: The City Commission could vote to deny Final Payment.

Attachments/Exhibits:

OF 1762.2 Final Pay Document

OF 1762.2 Vicinity Map

APPLICATION FOR PAYMENT NO. 1 - FINAL

To: City of Great Falls (OWNER)
 From: MRTE, Inc. (CONTRACTOR)
 Contract: River Drive North Trail Improvements
 Project: River Drive North Trail Improvements
 OWNER's Contract No. OF 1726.2 ENGINEER's Project No. PR642109
 For Work accomplished through the date of: November 1, 2021

1.	Original Contract Price:	\$ <u>176,915.00</u>
2.	Net change by Change Orders and Written Amendments (+ or -):	\$ <u>0</u>
3.	Current Contract Price (1 plus 2):	\$ <u>176,915.00</u>
4.	Total completed and stored to date:	\$ <u>176,915.00</u>
5.	Retainage (per Agreement):	
	<u>0</u> % of Completed Work: \$ <u>0.00</u>	
	<u>0</u> % of stored material: \$ <u>0.00</u>	
	Total Retainage:	\$ <u>0.00</u>
6.	Total completed and stored to date less retainage (4 minus 5):	\$ <u>176,915.00</u>
7.	Less previous Applications for Payments:	\$ <u>0</u>
8.	Gross Amount Due this application: (6 minus 7):	\$ <u>176,915.00</u>
9.	Less 1% State Gross Receipts Tax:	\$ <u>1,769.15</u>
10.	DUE THIS APPLICATION (8 MINUS 9):	\$ <u>175,145.85</u>

Accompanying Documentation:

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 1 (FINAL) inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated 11/8/21

MRTE, Inc.

CONTRACTOR

By: 

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 11/8/21

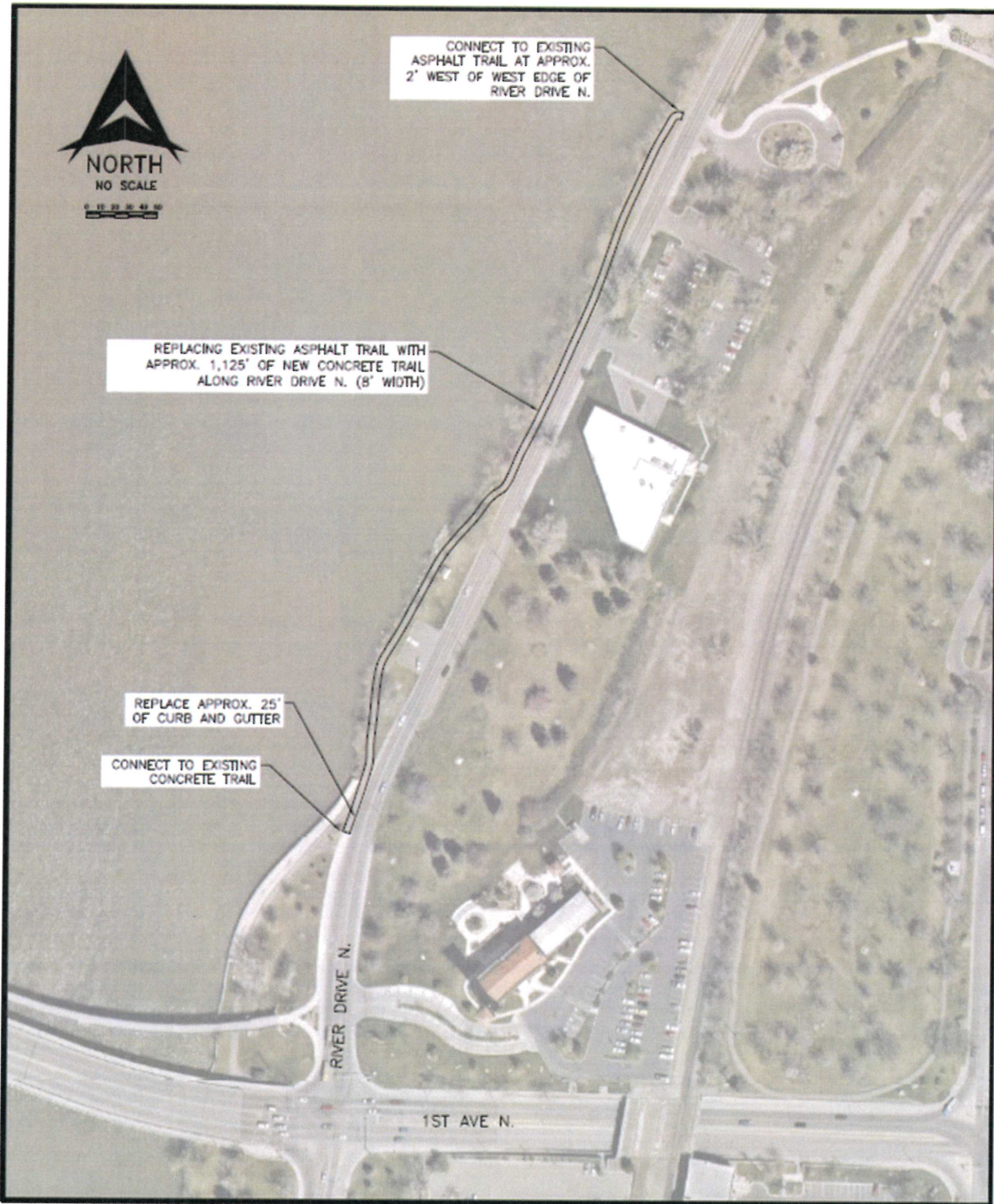
TD&H Engineering

ENGINEER

By: 

EJCDC No. 1910-8-E (1996 Edition)

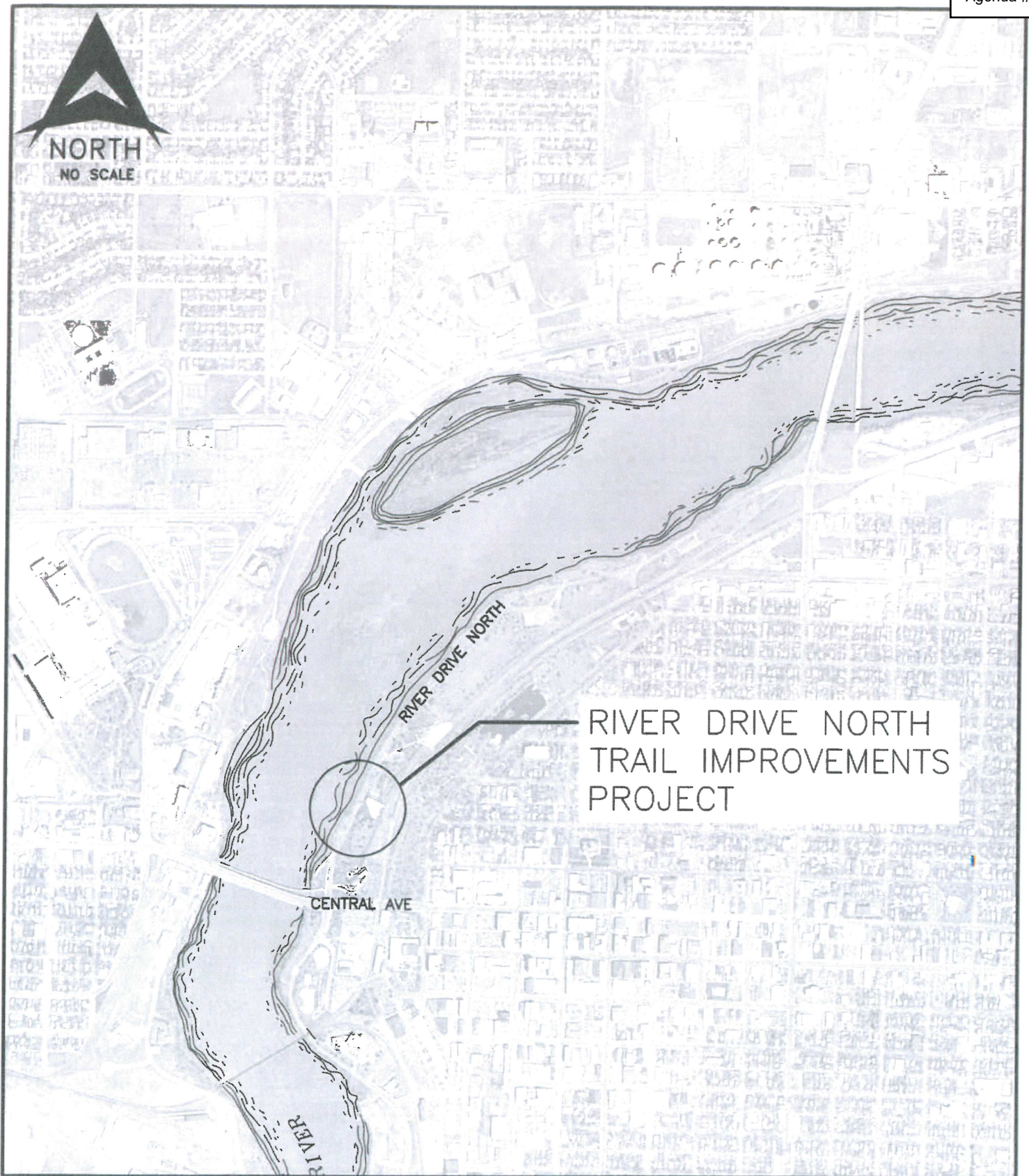
Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute. Modified by the City of Great Falls to add items 9 and 10.



RIVER DRIVE NORTH TRAIL IMPROVEMENTS – 1726.2

SITE MAP EXHIBIT – GREAT FALLS, MT

SECTION 2, T20 N, R03 E, U-5205, ROUTE POST 1.7



RIVER DRIVE NORTH TRAIL IMPROVEMENTS — 1726.2

VICINITY MAP — GREAT FALLS, MT



Commission Meeting Date: December 7, 2021

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Construction Final Pay: Southwest Side Water Main Replacement - Phase II, O. F. 1432.1

From: Engineering Division

Initiated By: Public Works Department

Presented By: Paul Skubinna, Public Works Director

Action Requested: Consider and Approve Final Pay Request

Suggested Motion: Approve final payment request.

1. Commissioner moves:

“I move the City Commission (approve/not approve) Final Payment for the Southwest Side Water Main Replacement - Phase II to Central Plumbing, Heating, and Excavation in the amount of \$33,796.63, and \$341.38 to the State Miscellaneous Tax Fund and authorize the City Manager to make the payments.”

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

Staff Recommendation: Approve final payment request.

Summary:

There were two plan holders for this project and one bid received and opened on June 23, 2021. The bid for this project was \$864,765.00. Central Plumbing, Heating, and Excavation submitted the low bid of \$864,765.00. The City Commission awarded the contract to Central Plumbing, Heating, and Excavation on July 6, 2021. Substantial completion was achieved on November 2, 2021, and Central Plumbing, Heating, and Excavation has completed all work and punch list items.

Background:

The project was necessary to replace water mains, installed in 1892, that have been failing with increasing frequency, causing damage to property, roadways, disrupting traffic, and water service to local residents and businesses. Also, the water main project needed to be done this fall prior to a street reconstruction project that is scheduled for 2nd and 3rd Avenues Southwest in the spring of 2022.

This project replaced 1,825 lineal feet of existing 6-inch and 8-inch cast iron and ductile iron water main with 8-inch PVC water main; 766 lineal feet of existing 8-inch and 12-inch cast iron and ductile iron water main with 12-inch PVC water main; replaced 4 fire hydrants; 50 water service connections; 1,455 square

yards of gravel; and 375 square yards of asphalt pavement. Project locations included:

- 2nd Avenue Southwest from 3rd Street to 6th Street.
- 3rd Avenue Southwest from 5th Street to 6th Street.
- 5th Street from 4th Avenue Southwest to 1st Avenue Southwest.

The City can accept the project and execute Final Payment. The two-year warranty period started at the time of substantial completion, which was November 2, 2021.

Fiscal Impact:

The project has been programmed and prioritized as a needed capital improvement and is funded through the Water Utility Enterprise Fund.

The final project cost is \$682,760.28 which is \$182,004.72 less than the total contract amount. Great communication between the Contractor and the City representatives, minimal type II bedding, and minimal import material contributed to the lower final contract amount.

Alternatives:

The City Commission could vote to deny final pay and risk litigation with Central Plumbing, Heating, and Excavation.

Attachments/Exhibits:

Final Pay

Project location maps

APPLICATION FOR PAYMENT NO. FOUR/FINAL

To: City of Great Falls (OWNER)
 From: Central Plumbing and Heating, and Excavation (CONTRACTOR)
 Contract: Southwest Side Water Main Replacement – Phase II, O. F. 1432.1
 Project: Water Main Replacement/Street Reconstruction
 OWNER's Contract No. _____ ENGINEER's Project No. PW352103
 For Work accomplished through the date of: November 15, 2021

1.	Original Contract Price:	\$	<u>864,765.00</u>
2.	Net change by Change Orders and Written Amendments (+ or -):	\$	<u>0.00</u>
3.	Current Contract Price (1 plus 2):	\$	<u>864,765.00</u>
4.	Total completed \$ _____ and stored \$ _____ to date:	\$	<u>682,760.28</u>
5.	Retainage (per Agreement):		
	<u>0</u> % of Completed Work: \$ <u>0.00</u>		
	<u>0</u> % of stored material: \$ <u>0.00</u>		
	Total Retainage:	\$	<u>0.00</u>
6.	Total completed and stored to date less retainage (4 minus 5):	\$	<u>682,760.28</u>
7.	Less previous Applications for Payments:	\$	<u>648,622.27</u>
8.	Gross Amount Due this application: (6 minus 7):	\$	<u>34,138.01</u>
9.	Less 1% State Gross Receipts Tax:	\$	<u>341.38</u>
10.	DUE THIS APPLICATION (8 MINUS 9):	\$	<u>33,796.63</u>

Accompanying Documentation:

CONTRACTOR's Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through FINAL inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated November 19, 2021

Central Plumbing and Heating, Inc.

CONTRACTOR

By: _____

Jeff Anderson, Project Manager

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated NOVEMBER 19, 2021

City of Great Falls

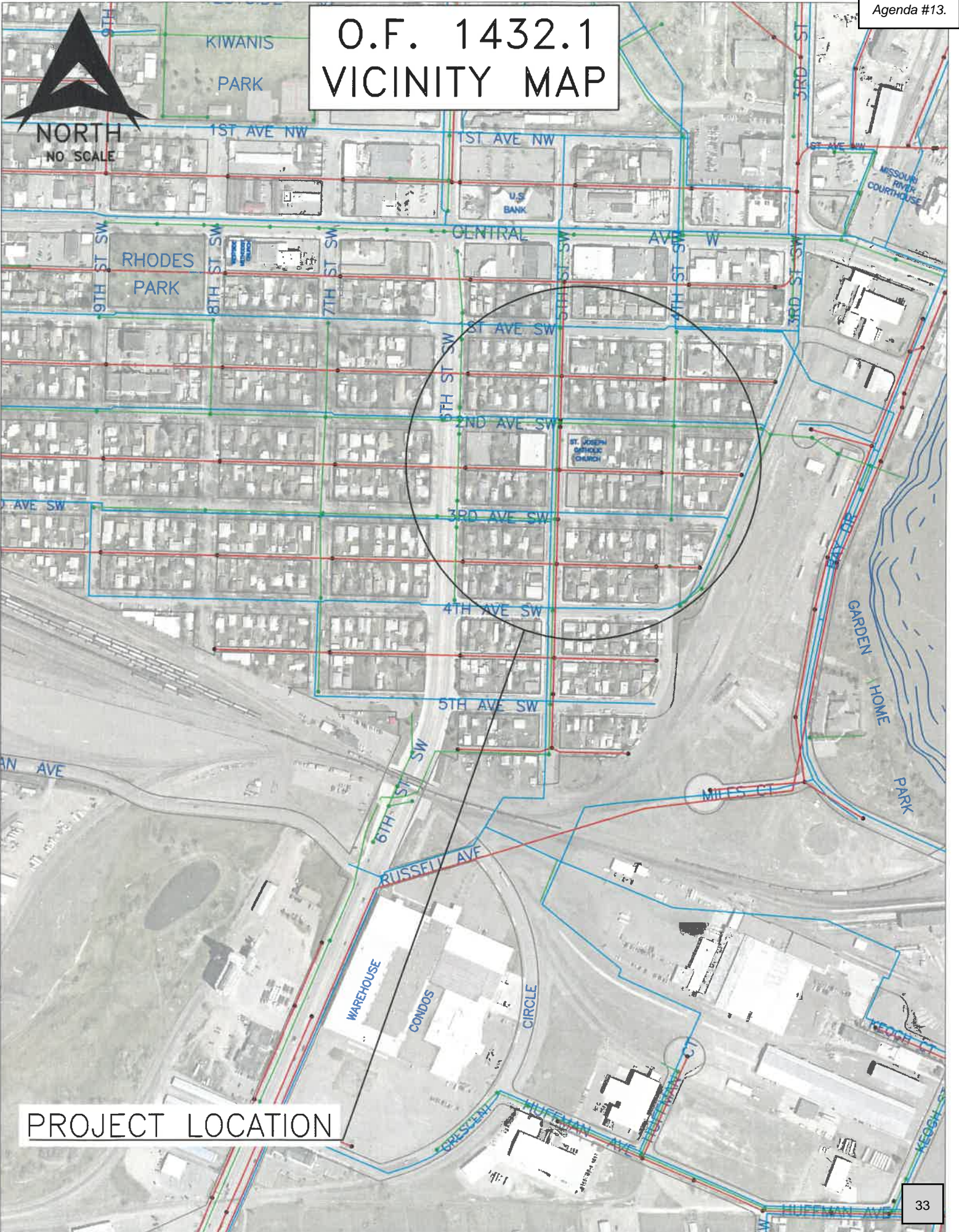
ENGINEER

By: _____

EJCDC No. 1910-8-E (1996 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute. Modified by the City of Great Falls to add items 9 and 10.

O.F. 1432.1
VICINITY MAP



PROJECT LOCATION



Commission Meeting Date: December 7, 2021

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Highland Park – Electric City BMX Association

From: Park & Recreation Department

Initiated By: Steve Herrig, Park & Recreation Director

Presented By: Steve Herrig, Park & Recreation Director

Action Requested: Set Public Hearing for the Electric City BMX Association Lease of City owned property located in Highland Park

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (set/not set) a public hearing for December 21, 2021 to consider a lease agreement of City owned property located in Highland Park with the Electric City BMX Association.”

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

Staff Recommendation: Staff recommends the City Commission set a public hearing for December 21, 2021, to consider the lease of a portion of City Park located in Highland Park with The Electric City BMX Association.

Summary: The proposed lease with the Electric City BMX Association would be a five-year lease with an option to renew at the City’s sole discretion. The leased parkland is located in Highland Park property located at 1021 21st Ave South, Great Falls, MT. The lessee will be responsible for an annual fee, utilities, and day-to-day maintenance.

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

The five year lease includes an annual fee of \$250.

The Park and Recreation Master Plan recommended that the City’s responsibility should be to provide land for youth sport organizations. The Electric City BMX Association has provided improvements to the City parkland including track, parking lots, and buildings, with a master plan of additional expansions

that include improvements that will make the course more competitive. Loss of this property would be detrimental to the Electric City BMX Association programming.

Under OCCGF 3.4.020, the Park Advisory Board recommendation is required. The next scheduled Park and Recreation Advisory Board meeting is December 13, 2021. At this meeting the board members will be given the opportunity to consider this renewal. This lease is similar to other leases that in the past the Park Advisory Board has recommended that the City Commission approve, so it is favorable that recommendation will be the outcome at the upcoming meeting.

Fiscal Impact: The \$250 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 their activities.

Attachments/Exhibits: The Electric City BMX Association Lease Agreement

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2021, by and between Electric City BMX Association, whose business address P.O. Box 6752, Great Falls, MT 59406 (hereinafter referred to as "Lessee"), and the City of Great Falls, a municipal entity in the State of Montana, whose address is P. O. Box 5021, Great Falls, MT 59403 (hereinafter referred to as "City"), and collectively referred to as "The Parties.

RECITALS

WHEREAS, Lessee desires to enter into this Lease Agreement (hereinafter, the "Agreement") for use of a portion of the City-owned property described as a portion of Highland Park located in the City of Great Falls at 1021 21st Ave South, Great Falls, MT (Hereinafter referred to as the "Property"), for the purpose of conducting a BMX racing program (hereinafter referred to as the "Use"); and

WHEREAS, the City deems it to be in the public interest to provide its citizens and the general public with services contemplated by Lessee's Use of City Property as stated herein.

NOW THEREFORE, The Parties do hereby covenant and agree as follows:

GRANT AND CONDITIONS OF USE

The City, for and in consideration of the fees to be paid and the covenants herein, does hereby grant unto Lessee the Use of a portion of the City Property and adjoining Property abutments for the purpose stated above. Lessee agrees to Use the Property during the term of this Agreement only for such Use. Lessee further agrees that it will not make or suffer any unlawful, improper or offensive use of the Property, or in any way use or occupy the same contrary to any law of the United States, State of Montana or any ordinance of the City, now or hereafter made. Lessee agrees that it will not conduct activities in which flames, flammable or hazardous materials are involved without the prior approval of the Great Falls Fire Rescue Department. Lessee shall not commit, or suffer to be committed, any nuisance or any waste on the Property. Lessee agrees that no use shall be made or permitted to be made of the Property, or acts done, which will cause a cancellation of any insurance policy covering the Property or any part thereof.

Lessee shall not injure, mar or in any way deface or alter the Property and shall not cause or permit anything to be done whereby said Property shall be in any manner injured, marred, defaced or altered without prior written permission from the City. Lessee agrees that no fixture, building, structure, or other permanent installation will be constructed or placed upon the property except as herein provided or otherwise authorized by the City. The City reserves the right to enter upon the property and remove, after notification, any obstacles or structures that

may be hazardous to the public. Lessee shall refrain from depositing or discharging any hazardous materials upon the Property or in the Use Area, either intentionally or negligently. Lessee agrees to pay the City, separate from the Use Fee for any special maintenance, damage and repairs caused by Lessee's Use.

CONDITION OF PROPERTY

Lessee acknowledges familiarity with the Property's condition and acknowledges no representation, statement or warranty, expressed or implied, has been made by or on behalf of City as to such condition. In no event shall 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 City, and without recourse to the City as to the nature, condition or unsuitability thereof, or as to the Use to which the Property may be put.

At the expiration of this Agreement, Lessee shall quit and surrender the Property in as good condition as when received, reasonable wear and tear and damage excepted.

TERM

The Term of this Agreement is five (5) years, effective January 1, 2022 and expiring December 31, 2026. Upon expiration of this Agreement, Lessee, or its successors or assigns, may request execution of a new Agreement. If any extension of this Agreement is granted by the City, the City reserves the right to negotiate any conditions and covenants of the extension of this Agreement, including but not limited to the Use Fee.

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, the use of the Property immediately reverts to the City of Great Falls and the lease agreement cancelled.

LEASE FEE

The Fee for Lessee's Use of the City-owned Property is one dollar (\$250.00) annually, and other valuable consideration, for the term of this lease. The fee is to be paid on or before January 31st annually or in a onetime sum payment within the first year. Failure of Lessee to pay the full Lease Fee amount at the execution of this Agreement renders this Agreement void.

LIAISON

For this Agreement, the contact for Lessee is **Shyla Maziarz** and the contact for the City is **Lonnie Dalke, Park and Recreation Park Manager.**

LIENS, INDEMNITY & INSURANCE

City's Property 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 City is encumbered thereby.

Lessee agrees to protect, indemnify, defend, and save harmless the City against and from any and all claims, liabilities, demands, causes of action, judgments (with any costs and fees that might be awarded), attorney's fees, and losses to the City arising in favor of or asserted by any person or entity on account of personal injury, death or damage to property arising out of, in connection with, or incidental to the negligence or willful misconduct of Lessee, or its agents or employees.

For this purpose, Lessee shall provide City with proof of Lessee's Commercial General Liability insurance issued for personal injury and property damage in amounts not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. Each coverage shall be obtained from an insurance company that is duly licensed and authorized to transact insurance business and write insurance within the state of Montana, with a minimum of "A.M. Best Rating" of A-, VI, as will protect the Lessee, the City and its officers, employees, agents, and representatives from claims for bodily injury and/or property damage which may arise from the Use under this Agreement. The City shall be included or named as an additional or named insured on the Commercial General Liability policy. Additional Insured Endorsement must be provided as evidence that the City is an additional insured on the insurance policy. The insurance must be in a form suitable to City.

Lessee shall also maintain, at its own expense, insurance covering Lessee's personal property, supplies and equipment in an amount equal to its replacement cost.

MISCELLANEOUS PROVISIONS

Lessee may not assign, rent, sublet, permit the Use of or otherwise transfer Lessee's rights in this Use Agreement without the prior written consent of City.

This Agreement does not vest Lessee with any compensable interest in the Property or property underlying or adjoining the Use Area. This Agreement is a personal license for Lessee to utilize the Property for the Use stated herein and within the Use Area and does not create any real property right to the benefit of Lessee.

Lessee, either as an individual or on behalf of a group or organization, hereby agrees that this permit shall not be used in any manner that would discriminate against any person or persons on the basis of sex, marital status, age, physical or mental handicap, race, creed, religion, color, national origin, or any other classification protected under law.

Lessee agrees that the City and/or its designated representatives may enter upon the used facilities as herein before described at all reasonable times to make inspection in conformity with this Lease Agreement.

Lessee shall not display signs, or advertising material of any kind, on the exterior of the building except with prior approval from the Park and Recreation Director.

Lessee shall not use or occupy the Premises for any hazardous and/or 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.

At the expiration or prior to termination of this lease and any extension thereof, Lessee will leave the Property in as good condition as received, except for reasonable wear and tear.

The Use of the Property herein, is subordinate to the right of any private or public use now lawfully occupying the Property, and the City retains all rights to grant additional use of the he Property to others at its sole discretion.

Lessee understands and agrees that during the term of this Agreement other events may be held on the Property, and Lessee shall so conduct its activities so as not to interfere with other such activities.

APPLICABLE LAW

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

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

Lessee

By:_____
Signature

Its:_____
Title

CITY OF GREAT FALLS

Gregory T. Doyon, Manager

ATTEST

Lisa Kunz, City Clerk

APPROVED FOR LEGAL CONTENT*

Jeff Hindoien, Interim City Attorney

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



Commission Meeting Date: December 7, 2021

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Don Olson Baseball Field – The Electric City Baseball Academy

From: Park & Recreation Department

Initiated By: Steve Herrig, Park & Recreation Director

Presented By: Steve Herrig, Park & Recreation Director

Action Requested: Set Public Hearing for The Electric City Baseball Academy Lease of City owned property located in Don Olson Baseball Field

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (set/not set) a public hearing for December 21, 2021 to consider a lease agreement with The Electric City Baseball Academy for City owned property located in Lot 3, Block 1, Missouri River Manor Addition, and known as Don Olson Baseball Field.”

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

Staff Recommendation: Staff recommends the City Commission set a public hearing for December 21, 2021, to consider the lease of a portion of City Park located in Don Olson Baseball Field with The Electric City Baseball Academy.

Summary: The proposed lease with The Electric City Baseball Academy would be a ten-year lease with an option to renew at the City’s sole discretion. The leased parkland is located in Don Olson Baseball Field property located on the corner of 17th Ave. South and 13th Street South, Great Falls, MT. The lessee will be responsible for an annual fee, utilities, and day-to-day maintenance.

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

The ten year lease includes an annual fee of \$500. The City would be responsible for water costs for irrigation, up to a maximum of one thousand dollars (\$1000) per year. Any additional water costs over this amount will be billed to The Electric City Baseball Academy and will be due and payable upon receipt of billing.

The Park and Recreation Master Plan recommended that the City's responsibility should be to provide land for youth sport organizations. The Electric City Baseball Academy has provided improvements to the City parkland including fencing, backstops, irrigation, turf, parking lots, bleachers and buildings. Loss of this playing field would be detrimental to The Electric City Baseball Academy program.

Under OCCGF 3.4.020, the Park Advisory Board recommendation is required. The next scheduled Park and Recreation Advisory Board meeting is December 13, 2021. At this meeting the board members will be given the opportunity to consider this renewal. This lease is similar to other leases that in the past the Park Advisory Board has recommended that the City Commission approve, so it is favorable that recommendation will be the outcome at the upcoming meeting.

Fiscal Impact: The \$500.00 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 their activities.

Attachments/Exhibits: The Electric City Baseball Academy Lease Agreement

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2021, by and between The Electric City Baseball Academy, whose business address P.O. Box 2352, Great Falls, MT 59403 (hereinafter referred to as "Lessee"), and the City of Great Falls, a municipal entity in the State of Montana, whose address is P. O. Box 5021, Great Falls, MT 59403 (hereinafter referred to as "City"), and collectively referred to as "The Parties.

RECITALS

WHEREAS, Lessee desires to enter into this Lease Agreement (hereinafter, the "Agreement") for use of a portion of the City-owned property described as a track of land located in the E1/2 of Section 13, T20N, R3E, P.M.M., Cascade County, Montana, more specifically described as Lot 3, Block 1, Missouri River Manor Addition.(Hereinafter referred to as the "Property"), for the purpose of conducting a baseball program (hereinafter referred to as the "Use"); and

WHEREAS, the City deems it to be in the public interest to provide its citizens and the general public with services contemplated by Lessee's Use of City Property as stated herein.

NOW THEREFORE, The Parties do hereby covenant and agree as follows:

GRANT AND CONDITIONS OF USE

The City, for and in consideration of the fees to be paid and the covenants herein, does hereby grant unto Lessee the Use of a portion of the City Property and adjoining Property abutments for the purpose stated above. Lessee agrees to Use the Property during the term of this Agreement only for such Use. Lessee further agrees that it will not make or suffer any unlawful, improper or offensive use of the Property, or in any way use or occupy the same contrary to any law of the United States, State of Montana or any ordinance of the City, now or hereafter made. Lessee agrees that it will not conduct activities in which flames, flammable or hazardous materials are involved without the prior approval of the Great Falls Fire Rescue Department. Lessee shall not commit, or suffer to be committed, any nuisance or any waste on the Property. Lessee agrees that no use shall be made or permitted to be made of the Property, or acts done, which will cause a cancellation of any insurance policy covering the Property or any part thereof.

Lessee shall not injure, mar or in any way deface or alter the Property and shall not cause or permit anything to be done whereby said Property shall be in any manner injured, marred, defaced or altered without prior written permission from the City. Lessee agrees that no fixture, building, structure, or other permanent installation will be constructed or placed upon the property except as herein provided or otherwise authorized by the City. The City reserves the right to enter upon the property and remove, after notification, any obstacles or structures that may be hazardous to the public. Lessee shall refrain from depositing or discharging any

hazardous materials upon the Property or in the Use Area, either intentionally or negligently. Lessee agrees to pay the City, separate from the Use Fee for any special maintenance, damage and repairs caused by Lessee's Use.

TERM

The Term of this Agreement is ten (10) years, effective January 1, 2022 and expiring December 31, 2031. Upon expiration of this Agreement, Lessee, or its successors or assigns, may request execution of a new Agreement. If any extension of this Agreement is granted by the City, the City reserves the right to negotiate any conditions and covenants of the extension of this Agreement, including but not limited to the Use Fee.

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, the use of the Property immediately reverts to the City of Great Falls and the lease agreement cancelled.

LEASE FEE

The Fee for Lessee's Use of the City-owned Property is Five Hundred (\$500.00) annually, and other valuable consideration, for the term of this lease. The fee is to be paid on or before January 31st annually or in a onetime sum payment within the first year. Failure of Lessee to pay the full Lease Fee amount at the execution of this Agreement renders this Agreement void.

CONDITION OF PROPERTY

Lessee acknowledges familiarity with the Property's condition and acknowledges no representation, statement or warranty, expressed or implied, has been made by or on behalf of City as to such condition. In no event shall 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 City, and without recourse to the City as to the nature, condition or unsuitability thereof, or as to the Use to which the Property may be put.

At the expiration of this Agreement, Lessee shall quit and surrender the Property in as good condition as when received, reasonable wear and tear and damage excepted.

COVENANTS OF THE LEASE

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

1. Use and occupy said premises in a careful and proper manner and not commit any waste therein;

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. The City shall require no more than thirty (30) days for such approval upon written request by the Lessee and shall not unreasonably withhold such approval;
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. The Lessee shall make no alterations; changes or revamping, remodeling or capital improvements in or to the premises, without prior written permission signed by the Park and Recreation Director, and in addition thereto, shall obtain all permits required for such work under City ordinance. Approvals of any such improvements/changes must be granted or rejected by the City within thirty (30) days of written notice by the Lessee for such work, or the work may proceed the same as if such approval was received. 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;
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 but not limited to gas, electricity, sanitation, water and telephone;
8. Conduct ordinary day-to-day maintenance and repair necessary to keep both the interior and exterior of the premises in a good state of repair and acceptable condition. Maintain field in a playable condition, inspect field and facilities on a regular basis to determine any hazardous conditions which may exist, and take immediate action to correct such conditions if they exist; Include turf, and landscape maintenance of entire premises. Mowing, weed spraying, irrigation, etc.
9. Provide for necessary janitorial and maintenance services to insure the grandstand, bleachers, restrooms and other areas of the leased premises are in a sanitary and orderly condition;
10. Keep parking space adjacent to the premises in a clean and safe condition;
11. All grounds keeping and cleanup to be provided by the Lessee. Lessee will be responsible to secure and contract with a Head Groundskeeper. Each Team further agrees to assist with grounds keeping after practice and games, under the direction of the Head Groundskeeper;
12. Be responsible for all damage to property, public or private, that may be caused by this operation in the performance of this agreement;
13. The Lessee shall allow participation in the American Legion baseball program for all interested persons regardless of race, creed, sexual gender, economic or social status and will encourage such participation without discrimination of any kind or nature;
14. Leave premises at the expiration or prior to termination of this lease and any extension thereof in as good condition as received, reasonable wear and tear alone accepted.

COVENANTS OF THE CITY:

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

1. Provide water costs for irrigation of the park up to a maximum of One Thousand Dollars (\$1,000). Any additional water costs over this amount will be billed to The Electric City Baseball Academy and will be due and payable upon receipt of billing.

MUTUAL COVENANTS:

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

1. If the Lessee shall pay the rental as herein provided, and shall keep, observe and perform all if the other covenants of this lease by the Lessee to be kept, performed and observed, the Lessee shall and 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 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 reserves the right to determine who may use the premises outside use of the Lessee, and whether a charge will be made therefore; and with mutual consent of the Lessee. Provided, however, that the City's permission to use the premises shall not be unreasonably withheld under any circumstances except if it conflicts with American Legion use;
4. The Club may conduct, either directly or by contract with others, the usual concessions and souvenir sales on the premises and receive all revenues there from; and further the Lessee shall have the right to sell advertising space on the outfield fence inside the premises and to receive and retain revenue there from, however, signs must meet City Ordinance and receive approval from the City;
5. With just cause, the Lessee, either together or independently, will have the option to terminate the lease by giving written notice to the City at least sixty (60) days prior to the start of the normal scheduled season opening game;
6. The park 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 purpose whatsoever, to be used by the general public or the public good, the City shall have the right and privilege of canceling and terminating this lease upon giving the Lessee a notice prior to December 1 in writing of its intention so to cancel and/or terminate this lease;
7. If the Lessee shall at any time be in default in the payment of rent herein reserved, or in the performance of any of the covenants or provisions of this lease, and the Lessee shall fail to remedy such default within fifteen (15) days after written notice thereof from the City, it shall be lawful for the City to enter upon the premises, and again, have, repossess, and enjoy the same as if this lease had not been made, and there upon this lease and everything herein contained on the part of the City to be done and performed shall cease and determine, 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 case of any such default and entry by the City, the City may re-let said premises for the remainder of said term for the highest rent obtainable, and may recover from the Lessee any deficiency between the amount so obtained and the rent herein reserved;
8. 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 at

the Civic Center, Great Falls, Montana, and to The Electric City Baseball Academy at P.O. Box 2352, Great Falls, Montana, 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;

9. In the event of litigation to enforce, modify or interpret this agreement, this contract shall be interpreted in accordance with Montana law and jurisdiction will be in the courts of Montana;
10. There are no conditions to this agreement, either subsequent or precedent, except as set forth herein. This Agreement 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.

LIAISON

For this Agreement, the contact for Lessee is Sean Sturges; and the contact for the City is Lonnie Dalke, Park and Recreation Park Manager.

LIENS, INDEMNITY & INSURANCE

City's Property 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 City is encumbered thereby.

Lessee agrees to protect, indemnify, defend, and save harmless the City against and from any and all claims, liabilities, demands, causes of action, judgments (with any costs and fees that might be awarded), attorney's fees, and losses to the City arising in favor of or asserted by any person or entity on account of personal injury, death or damage to property arising out of, in connection with, or incidental to the negligence or willful misconduct of Lessee, or its agents or employees.

For this purpose, Lessee shall provide City with proof of Lessee's Commercial General Liability insurance issued for personal injury and property damage in amounts not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. Each coverage shall be obtained from an insurance company that is duly licensed and authorized to transact insurance business and write insurance within the state of Montana, with a minimum of "A.M. Best Rating" of A-, VI, as will protect the Lessee, the City and its officers, employees, agents, and representatives from claims for bodily injury and/or property damage which may arise from the Use under this Agreement. The City shall be included or named as an additional or named insured on the Commercial General Liability policy. Additional Insured Endorsement must be provided as evidence that the City is an additional insured on the insurance policy. The insurance must be in a form suitable to City.

Lessee shall also maintain, at its own expense, insurance covering Lessee's personal property, supplies and equipment in an amount equal to its replacement cost.

MISCELLANEOUS PROVISIONS

Lessee may not assign, rent, sublet, permit the Use of or otherwise transfer Lessee's rights in this Use Agreement without the prior written consent of City.

This Agreement does not vest Lessee with any compensable interest in the Property or property underlying or adjoining the Use Area. This Agreement is a personal license for Lessee to utilize the Property for the Use stated herein and within the Use Area and does not create any real property right to the benefit of Lessee.

Lessee, either as an individual or on behalf of a group or organization, hereby agrees that this permit shall not be used in any manner that would discriminate against any person or persons on the basis of sex, marital status, age, physical or mental handicap, race, creed, religion, color, national origin, or any other classification protected under law.

Lessee agrees that the City and/or its designated representatives may enter upon the used facilities as herein before described at all reasonable times to make inspection in conformity with this Lease Agreement.

Lessee shall not display signs, or advertising material of any kind, on the exterior of the building except with prior approval from the Park and Recreation Director.

Lessee shall not use or occupy the Premises for any hazardous and/or 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.

At the expiration or prior to termination of this lease and any extension thereof, Lessee will leave the Property in as good condition as received, except for reasonable wear and tear.

The Use of the Property herein, is subordinate to the right of any private or public use now lawfully occupying the Property, and the City retains all rights to grant additional use of the he Property to others at its sole discretion.

Lessee understands and agrees that during the term of this Agreement other events may be held on the Property, and Lessee shall so conduct its activities so as not to interfere with other such activities.

APPLICABLE LAW

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

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

CITY OF GREAT FALLS

THE ELECTRIC CITY BASEBALL ACADEMY

Gregory T. Doyon, City Manager

Sean Sturges, President

ATTEST

Lisa Kunz, City Clerk

APPROVED FOR LEGAL CONTENT*

Jeff Hindoien, Interim City Attorney

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



Commission Meeting Date: December 7, 2021

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: HOME-ARP Funds Public Needs Hearing

From: Planning & Community Development Department

Initiated By: Tonya Shumaker, CDBG Administrator, Planning & Community Development

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

Action Requested: Conduct Public Needs Hearing

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.
-

Suggested Motion: No action required.

Staff Recommendation: Staff recommends the City Commission conduct the Public Needs Hearing required to take input on priorities for the City's new HOME-ARP Grant program.

Summary: Holding a Public Needs Hearing to receive community input on the development of the HOME-ARP allocation plan is required by the U.S. Department of Housing and Urban Development (HUD). The Public Needs Hearing is an opportunity for the public to impact the priorities the City will outline in the development of its HOME-ARP allocation plan submission to HUD.

The City Commission set the Public Needs Hearing at its November 2 meeting. Notice of the Public Hearing before the City Commission was published in the Great Falls Tribune per HUD requirements. Notice about the Public Hearing was made available to all Great Falls Housing Authority residents and given to the nine Neighborhood Councils, local non-profit agencies, and City departments. Notice of the hearing has been posted on the City's website.

Background: The American Rescue Plan Act of 2021 appropriated \$5 billion to provide housing, services, and shelter to individuals experiencing homelessness and other vulnerable populations, to be allocated by formula to jurisdictions that qualified for HOME Investment Partnerships Program allocations in Fiscal Year 2021. The City of Great Falls has been awarded \$1,026,477 of HOME-ARP funds. These HOME-ARP funds are in addition to the annual allocation of \$283,494 of HOME funding that the City received for the current fiscal year.

HUD has outlined specific guidance on who qualifies for assistance as well as eligible activities as outlined below.

The HUD issued CPD Notice identifies **qualifying populations** as:

- a. Homeless (as defined by the McKinney-Vento Homeless Assistance Act)
- b. At risk of homelessness (as defined by the McKinney-Vento Homeless Assistance Act)
- c. Fleeing, or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking
- d. Part of other populations where providing supportive services or assistance would prevent a family's homelessness or would serve those with the greatest risk of housing instability
- e. Or, veterans and families that include a veteran family member that meet the criteria in one of the above

The eligible activities for the use of HOME-ARP funding are **limited** to the following:

- a. Development and support of affordable rental housing
- b. Tenant based rental assistance (TBRA). The City of Great Falls has never provided grants for this program.
- c. Supportive services to qualifying individuals
- d. Acquisition and development of non-congregate shelter units

Citizen Participation: A forum to obtain public input regarding the needs of the community as it pertains to the use of HOME-ARP funding is required by the U.S. Department of Housing and Urban Development in order for the City to secure HOME-ARP funding. The public is encouraged to share ideas on how HOME-ARP funds can be used to provide housing, services, and shelter to individuals experiencing homelessness and other vulnerable populations in the community.

This hearing is not meant to be a format for agencies to discuss or promote their individual grant applications. All comments on the best use of HOME-ARP funds for the benefit of low and moderate income citizens are welcome. The City Commission will be asked to give consideration to citizen comments received during the public hearing when determining funding priorities for the HOME-ARP grant.

Conclusion: The public hearing provides citizens an important opportunity to identify community development needs. The results of this hearing along with results from a community partner survey that City staff provided to local agencies, and any comments received during the 30 day public comment period on the HOME-ARP Plan, will help shape the City Commission's funding allocation decision scheduled to occur at the February 1, 2022 hearing. On this date, the HOME-ARP Plan, as an amendment to the 2021 Annual Action Plan, will be considered for City Commission adoption and eventual submission to HUD

Fiscal Impact: The City of Great Falls has been awarded \$1,026,477 of HOME-ARP funds. This Public Needs Hearing is part of the process required to make these funds available in the Great Falls community.

Alternatives: The scheduled hearing is required for the City to be awarded HOME-ARP funding.

Concurrences: No specific concurrences from other City departments are required at this time.

YWCA IS ON A MISSION

December 1, 2021

City Commissioners

Great Falls, MT

Commissioners and City Staff,

Poverty and domestic violence are the leading causes of homelessness. The YWCA Great Falls is strongly recommending that you consider the following Montana statistics when making your decisions on Home-ARP Allocations.

- 39% increase in assaults with five times more murders in the past year
- 25.8% increase in assaults that included strangulation
- 56.9% increase of assault with aggravated serious injury
- 34% increase in assault as misdemeanor and felony levels causing serious bodily injury
- 41% increase in sexual assaults

The Mercy Home Shelter for women and children that have been victims of domestic or sexual violence have seen a 32% increase in requests for emergency shelter in the past year. We have been at full capacity for over two years.

All these points indicate a true need for emergency shelter and increase in need since COVID – 19 hit Great Falls.

Sincerely,

Sandi Filipowicz
Executive Director

eliminating racism
empowering women
ywca

YWCA Great Falls
220 2nd Street North, Great Falls, MT, 59401
P 406-452-2067 F 406-452-2067
ywcagreatfalls.org



Commission Meeting Date: December 7, 2021

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Ordinance 3233, “An Ordinance Amending Title 5 of the Official Code of the City of Great Falls (OCCGF) Pertaining to False Alarms and Alarm Agent Licensing”

From: Legal Department

Initiated By: Great Falls Fire Rescue

Presented By: Mike McIntosh, Fire Marshal

Action Requested: Conduct Public Hearing and accept Ordinance 3233 on Second Reading

Public Hearing:

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

Suggested Motion:

1. Commissioner moves:
 “I move that the City Commission (adopt / not adopt) Ordinance 3233.”
 2. Mayor requests a second to the motion, public comment, Commission discussion, and calls for the vote.
-

Staff Recommendation: Staff recommends that the Commission adopt Ordinance 3233.

Background: Great Falls Fire Rescue has experienced an increase in false alarm calls in businesses in recent years. These false alarm calls cause expenditures of time, staff and other resources that are already limited. Our current municipal code structure, however, only authorizes the imposition of fines or penalties for inadvertent false alarm calls relating to unauthorized entry (i.e., burglar alarms) and does not extend to false alarms for fire or other hazardous conditions.

The proposed Ordinance would extend our current code structure to authorize the transmittal of written warning letters and ultimately the imposition of a fine for false alarms in the context of fire alarms or other hazardous conditions. The proposed changes would also (1) impose a fine after the second false alarm in a year [as opposed to after the third] and (2) increase the fine amount for a third or subsequent false alarm from \$50.00 to \$100.00. The proposed Ordinance change would also identify and incorporate the existing Montana statutory prohibition against the intentional activation of false alarms.

Finally, the proposed Ordinance also clarifies the existing need for Alarm Agents (i.e., those in the business of alarm service and repair) to secure a special business license from the City. At present, Alarm Agents are required to obtain an “Alarm Agent Permit”, but our code is not clear as to where or from whom that permit should be secured. The Ordinance clarifies that by indicating that the license is to be secured from the Planning & Community Development Department.

The Commission took action at its November 16, 2021 meeting to accept the proposed Ordinance on first reading and to set a public hearing to be held in conjunction with the second reading consideration of the proposed Ordinance on December 7, 2021. In response to comments and questions raised by the Commissioners on first reading, the proposed Ordinance has been modified for second reading as follows:

- The number of false alarms that trigger written notice and any potential fines will be measured by a rolling 365-day period as opposed to a calendar year; and
- The language exempting any alarm systems in buildings owned or occupied by the City of Great Falls has been removed.

Fiscal Impact: The adoption of the proposed Ordinance would presumably lead to the collection of additional fee revenues, but the amount of that increase cannot be readily estimated.

Alternatives: The Commission could choose to not adopt the proposed Ordinance and preserve the status quo. Staff does not recommend this alternative. The Commission could also choose to table the item to a date certain to allow for possible amendments to the proposed Ordinance.

Concurrences:

City Manager’s Office
Great Falls Police Department
Legal Department
Planning and Community Development Department

Attachments/Exhibits:

Ordinance 3233
Ord. 3233 Exhibit “A”

ORDINANCE 3233

AN ORDINANCE AMENDING TITLE 5 OF THE OFFICIAL CODE OF THE CITY OF GREAT FALLS (OCCGF) PERTAINING TO FALSE ALARMS AND ALARM AGENT LICENSING.

* * * * *

WHEREAS, the City of Great Falls is authorized by its Charter and Montana law to establish laws to protect the health, safety and welfare of the citizens of Great Falls; and

WHEREAS, the City Commission has in the exercise of those powers previously established Title 5 of the OCCGF pertaining to alarms for unauthorized entry; and

WHEREAS, the Great Falls Fire Rescue has experienced an increase in false alarm calls from business alarm systems; and

WHEREAS, the OCCGF currently has provisions regarding false alarms for unauthorized entry and the Commission wishes to broaden these provisions to encompass fires and other hazardous conditions; and

WHEREAS, the Commission also recognizes the need for accurate documentation and licensure for those businesses involved in alarm services; and

WHEREAS, for those reasons, the City Commission wishes to amend Title 5 of the OCCGF to address these issues.

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

Section 1. The provisions of OCCGF Title 5 are hereby amended as depicted by Exhibit "A" attached hereto and by reference incorporated herein with deleted language identified by ~~strikeout~~ and inserted language **bolded**; and

Section 2. This ordinance shall be in full force and effect thirty (30) days after public hearing and final adoption by the City Commission.

ACCEPTED by the City Commission of the City of Great Falls, Montana on first reading November 16, 2021.

ADOPTED by the City Commission of the City of Great Falls, Montana on second reading and public hearing December 7, 2021.

Bob Kelly, Mayor

ATTEST:

(CITY SEAL)

Lisa Kunz, City Clerk

APPROVED FOR LEGAL CONTENT:

Jeffrey M. Hindoien, City Attorney

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

I, Lisa Kunz, City Clerk of the City of Great Falls, Montana, do certify that I did post as required by law and as prescribed and directed by the Commission, Ordinance 3233 on the Great Falls Civic Center posting board and the Great Falls City website.

Lisa Kunz, City Clerk

(CITY SEAL)

Title 5

BUSINESS LICENSES, PERMITS, AND SAFETY INSPECTION CERTIFICATES¹

Chapter

5.1.010 Definitions.

The following words and phrases when used in this Title shall have the following meanings:

- A. "Buildings or Offices" shall mean all buildings, structures, rooms, offices, or portions thereof which are situated on a permanent structural foundation and permanently connected to City water and sewer service wherein a business or organization is located and which may be accessible to the public, employees, or members or located in such close proximity to other buildings, structures, rooms, offices, or portions thereof so as to constitute a public threat in the event of a Uniform Safety Code violation.
- B. "Business" shall mean any occupation, trade, profession, commercial activity, social activity, fraternal activity, or religious activity located or meeting regularly in buildings or offices, including multi-family dwelling units of four (4) or more units, together with all devices, machines, vehicles and appurtenances used therein. This includes sole proprietorships, partnerships, corporations, nonprofit corporations, religious organizations, social organizations and fraternal organizations.
- C. Unless specifically identified, in this Title, the term, "Certificate" shall include safety inspection certificates, home occupation certificates, or any other certificates or permits issued by the City of Great Falls' Planning and Community Development or Fire Rescue Departments.
- D. "Home Occupation" means a lawful business carried on by a resident of a dwelling as an accessory use within the same dwelling or an accessory building, which will not infringe upon the rights of neighboring residents to enjoy the peaceful occupancy of their homes.
- E. "Home Occupation Certificate" is a certificate, license, or permit issued by the Planning and Community Development Department under the terms and conditions of 5.2.020—5.2.040.
- F. "Non-Resident Vendor" is any person engaged or employed in the business of selling to consumers by going from consumer to consumer, either on the streets or to their places of residence or employment, and soliciting, selling, or taking orders for future delivery of any goods, wares, or merchandise.
 - 1. This definition applies to persons vending food or other merchandise from pushcarts, vehicles, trailers, or other readily mobile sources to customers within the City limits.

¹Editor's note(s)—Ord. No. 3168, § 1(Exh. A), adopted Nov. 7, 2017, repealed the former Tit. 5, and enacted a new Tit. 5 as set out herein. The former Tit. 5 pertained to similar subject matter and derived from Ord. 3139, 2016; Ord. 3125, 2014; Ord. 3117, 2014; Ord. 3057, 2010; Ord. 2993, 2008; Ord. 2865, 2003; Ord. 2764, 2000; Ord. 2745, 1998; Ord. 2743, 1998; Ord. 2675, 1995; Ord. 2674, 1995; Ord. 2672, 1995; Ord. 2509, 1988; Ord. 2487, 1987; Ord. 2483, 1987; Ord. 2344, 1983; Ord. 2008, 1977; Ord. 1874, 1975; Prior Codes 5.11.1; 5.11.3; 5.16.1.

2. This all-inclusive definition applies to vendors coming into Great Falls to provide any type of service (e.g. painters, contractors, tree trimmers, computer technicians, etc.), to residents within the City limits.
- G. "Nonprofit organization" is any group which does not distribute pecuniary gains, profits or dividends to its members, and/or for which pecuniary gain is not the objective of the organization. For the purposes of this Title, a nonprofit organization need not be recognized as tax exempt by the United States Internal Revenue Service and the Montana Department of Revenue.
 - H. "Permanent Premises" means any buildings or structures, or any part of any buildings or structures, situated on a permanent structural foundation that meet the engineering requirements in the Uniform Building Code and are permanently connected to City water and sewer service. This definition excludes all accessory structures not intended to be occupied by employees and/or the public.
 - I. "Person" is meant to include individual natural persons, partnerships, joint ventures, societies, associations, clubs, trustees, trusts, or corporations; or any officers, agents, employees, or representatives thereof, in any capacity, acting either for him or herself, or for any other person, under designation, appointment, or otherwise pursuant to law.
 - J. "Premises" means any office, property, retail space, structure or portion thereof occupied for business use, the facilities and appurtenances in the structure, and the grounds, areas and facilities held out for the use of business.
 - K. "Safety Inspection Certificate" is a certificate for a business, or occupation, at a specific premises acknowledging inspection for Uniform Safety Codes, or other ordinances and regulations, enacted for the purpose of protecting health, safety, and welfare of the public. The certificate is not intended, and shall not be used, to regulate or infringe upon the conduct of a business or profession and is not intended, and shall not be used, to regulate, infringe or prohibit the practice of religion or religious beliefs.
 - L. "Property Manager" means a "person" who rents or leases rental units, including but not limited to, multi-family dwellings, excluding hotels or motels.
 - M. "Square footage" is the total number of square feet contained within the exterior walls of a building, suite, office, or premises used in, or available for, the business operation.
 - N. "Temporary premises" means any buildings, structure, vehicles, or other mobile structures temporarily occupied for business which are without a foundation and permanent connection to City water and sewer service. A temporary premises can exist for no more than ninety (90) calendar days in any twelve-month period. Temporary premises do not include sales booths, concession stands etc., which are operated in conjunction with a community sponsored event which is authorized by the City.
 - O. "Non-Resident Merchant" means any person who brings into temporary premises, a stock of goods, wares or articles of merchandise or notions or other articles of trade, and who solicits, sells, offers to sell, or exhibits for sale, such stock of goods, wares, articles of merchandise, notions, or other articles of trade.
 - P. "Year" for specific Special Business Licenses and Safety Inspection Certificate purposes, means a period of time of twelve (12) months commencing each year on January 1 and ending December 31 of the same year.
 - Q. "Non-Resident Service Contractor" is any person, not residing within the City limits of Great Falls, engaged or employed in the business of providing services for hire. This includes persons engaged in contract construction, painting and drywall, landscape installation and maintenance, janitorial, and service contractors of all kinds including computer technicians and copier maintenance.

- R. "Uniform Safety Codes" as used herein, shall mean the most recent version of the International Building Code, International Fire Code, International Property Maintenance Code, in whole or in part, which have been adopted by the City of Great Falls and referenced in OCCGF Titles 15, 16 and Title 17.
- S. "Alarm Agent License" is a license issued by Planning and Community Development to a person, business, occupation, or other entity engaged in selling, leasing, maintaining, servicing, repairing, altering, replacing, moving, or installing any alarm system (as defined in 5.3.6.010) or causing to be sold, leased, maintained, serviced, repaired, altered, replaced, moved, or installed any alarm system in, or on, any building, structure, or facility.

(Ord. 3233, 2021; Ord. 3168, 2017).

Article 6 ~~FALSE~~ ALARMS AND ALARM SYSTEMS

Sections:

5.3.6.010 Definitions.

Unless otherwise specified, the following words and phrases when used in this article shall have the following meanings:

- A. "Alarm agent" means any person who is directly or indirectly employed by an alarm business, whose duties include any of the following: selling, maintaining, leasing, servicing, repairing, altering, replacing, moving or installing any alarm system on or in any building, structure or facility, ~~any alarm system~~.
- B. "Alarm business" means any individual, partnership, corporation, or other entity engaged in selling, leasing, maintaining, servicing, repairing, altering, replacing, moving, or installing any alarm system or causing to be sold, leased, maintained, serviced, repaired, altered, replaced, moved, or installed any alarm system in, or on, any building, structure, or facility.
- C. "Alarm system" means any mechanical or electrical device which is designed, or used for:
- i. the detection of an unauthorized entry into or fire or hazardous condition within a building, structure, or facility; and/or for
 - ii. alerting others of the commission of an unlawful act within a building, structure, or facility, ~~or both;~~
- and which emits a sound or transmits a signal or message when actuated. Devices that are not designed or used to register alarms that are audible, visible or perceptible outside of the protected building, structure, or facility are not included within this definition, nor are auxiliary devices installed by a telephone or telecommunication company to protect company systems which might be damaged or disrupted by the use of an alarm system. Alarm systems include, but are not limited to:
1. direct dial telephone devices; and
 2. audible alarms and proprietor alarms.
- D. "Audible alarm" means a device designed for the detection of unauthorized entry, fire or hazardous conditions on premises which generates an audible sound on the premises when it is actuated.
- E. "False alarm" means an alarm signal actuated by error, mistake, inadvertence, negligence, or unintentional act necessitating response by the public safety personnel, including but not limited to Great Falls Police Department, Great Falls Fire Rescue, and/or ambulance services, including alarms caused by the malfunction of the alarm system, except the following:
1. alarms caused by repair of telephone or communication equipment or lines;

- 2. alarms caused by earthquakes, flood, windstorm, thunder, and lightning;
 - 3. alarms caused by an attempted illegal entry or analogous causes of which there is visible evidence; and
 - 4. alarms caused by power outages.
- F. "Proprietor alarm" means an alarm which is not serviced by an alarm business.
- G. "Subscriber" means any person who purchases, leases, contracts for, or otherwise obtains an alarm system or for the servicing maintenance of an alarm system from an alarm business.

(Ord. 3233, 2021; Ord. 3168, 2017).

5.3.6.020 Audible alarm requirements.

- A. Every person maintaining an audible alarm shall notify the Police Department **and/or Great Falls Fire Rescue** with names and telephone numbers of the persons to be notified to render repairs of service, and secure the premises, during any hour of the day or night that the alarm is actuated.
- B. Whenever any change occurs relating to the required written information, the applicant shall give written notice thereof to the Great Falls Police Department **and/or Great Falls Fire Rescue** of such change.

(Ord. 3233, 2021; Ord. 3168, 2017).

5.3.6.030 Alarm Agent ~~permit~~ license required.

- A. All persons engaged in alarm business to repair, service, alter, replace, remove, design, sell, lease, maintain, or install alarm systems, shall obtain an Alarm Agent ~~permit~~ **license from Planning and Community Development** in accordance with the provisions of this title.
- B. The Alarm Agent ~~licensee~~ ~~permittee~~ shall have in their possession an Alarm Agent ~~license~~ ~~permit~~ while engaged in alarm related business or activities.

(Ord. 3233, 2021; Ord. 3168, 2017).

5.3.6.040 Exemptions.

- A. The provisions of this chapter are not applicable to audible alarms affixed to automobiles.
- B. The provisions of this chapter do not include a person who engages in the manufacture for sale of an alarm system from a fixed location, and who neither visits the location where the alarm system is to be installed nor designs the scheme for physical location and installation of the alarm system in a specific location.

(Ord. 3168, 2017).

5.3.6.050 Penalty.

A. Knowingly activating a false alarm when no unauthorized entry, fire or hazardous conditions exist is a violation of the provisions of Mont. Code Ann. 45-7-204, punishable by a fine not to exceed \$500 or imprisonment for a term not to exceed 6 months, or both.

~~**A. B. Where an alarm system actuates the following number of false alarms in any calendar year, the business or system owner will be charged as follows:**~~

~~A. False Alarms one (1) through three (3); written notice to permittee;~~

~~B. A fourth or subsequent false alarm in a calendar year shall result in an assessed administrative fee of fifty (\$50.00)~~ **A first or second false alarm during any 365 day period will result in a written notice being provided to the owner, licensee and/or other person responsible for the premises. A third or subsequent false alarm during any 365 day period will result in an assessed administrative fee of \$100.00 being imposed on the owner, licensee, and/or other person responsible for the premises.**

C. Any fee under this article that remains unpaid for 30 days or more is deemed delinquent and may be assessed against the premises as a special charge for current service or, in addition to any penalties listed in this Chapter, the City may refer any outstanding fees, pursuant to this Chapter, to collections by a collection agency authorized to conduct business in Montana.

D. This penalty section shall not be applicable to residential fire alarms in one or two-family dwellings.

(Ord. 3233, 2021; Ord. 3168, 2017).



Commission Meeting Date: December 7, 2021

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Ordinance 3237, “An Ordinance Amending Title 15 of the Official Code of the City of Great Falls (OCCGF) Pertaining to the Fire Code”

From: Legal Department

Initiated By: Great Falls Fire Rescue

Presented By: Mike McIntosh, Fire Marshal

Action Requested: Conduct Public Hearing and accept Ordinance 3237 on Second Reading

Public Hearing:

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

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (adopt / not adopt) Ordinance 3237.”
 2. Mayor requests a second to the motion, public comment, Commission discussion, and calls for the vote.
-

Staff Recommendation: Staff recommends that the Commission adopt Ordinance 3237.

Background: The City of Great Falls has adopted the 2012 International Fire Code, which provides as follows with respect to inspections, testing and maintenance:

901.6 Inspection, testing and maintenance. Fire detection, alarm, and extinguishing systems, mechanical smoke exhaust systems, and smoke and heat vents shall be maintained in an operative condition at all times, and shall be replaced or repaired where defective. Nonrequired *fire protection systems* and equipment shall be inspected, tested and maintained or removed.

901.6.1 Standards. *Fire protection systems* shall be inspected, tested and maintained in accordance with the referenced standards.

901.6.2 Records. Records of all system inspections, tests and maintenance required by the referenced standards shall be maintained on the premises for a minimum of three years and shall be copied to the *fire code official* upon request.

As the State of Montana and the City of Great Falls transition towards the adoption of a newer version of the code, it has been discovered that the 2012 IFC language requiring the provision of inspection, testing and maintenance (ITM) records to Fire Code officials upon request has been removed. For example, the 2018 IFC requires only that the ITM records be “maintained” with no language regarding their availability or transmission to Fire Code officials.

901.6.3 Records. Records of all system inspections, tests and maintenance required by the reference standards shall be maintained.

GFFR presently relies on its ability to request ITM reports to ensure that the City knows which systems are working as designed, and which systems are deficient. With the submission of these reports, GFFR is able to work with the business owner and the service providers to ensure that any necessary repairs are made to the life safety systems.

Currently, however, GFFR is only receiving ITM reports from roughly half of the service providers working within the City of Great Falls. There are still a significant number of service providers who are not transmitting ITM reporting to GFFR, many of whom may not be licensed to provide alarm services here in the City as required under Title 5 of the City Code. In the cases where GFFR is not receiving ITM reporting from those service providers, it is not in a position to assess whether the systems being serviced are fully operational or in need of repair.

The proposed Ordinance would enable GFFR to obtain the ITM records for all life safety systems within the City of Great Falls by both:

- (1) requiring that all ITM work be conducted by properly licensed alarm agents; and
- (2) having the ITM reports generated by those providers submitted to the City’s third party reporting partner.

The City’s reporting partner would then work with GFFR, alarm agents, and business owners to ensure those life safety systems found deficient can obtain the repairs needed to ensure that the life safety system will be operating as designed. This would increase overall compliance of alarm systems in Great Falls, and in turn enhance the safety and efficacy of these systems.

This proposed Ordinance would ultimately increase the compliance of deficient life safety systems within the City of Great Falls by ensuring that those vendors performing ITM work on life safety systems are properly licensed and are providing the appropriate documentation of their ITM work to GFFR in a timely fashion.

The Commission took action at its November 16, 2021 meeting to accept the proposed Ordinance on first reading and to set a public hearing to be held in conjunction with the second reading consideration of the proposed Ordinance on December 7, 2021.

A concern was expressed during the first reading consideration of the proposed Ordinance about the proposed change to the *Violation-penalty* section (15.9.060) and whether there might be other unspecified actions that might end up being subject to that *Violation-penalty* section. As a point of clarification, the *Violation-penalty* provision already exists at OCCGF 15.9.050 and already extends

only to violations of Title 15, Chapter 9 – which consists of (1) the already-adopted International Fire Code and (2) a discrete prohibition against thawing pipes with an open-flame device. The proposed changes to the *Violation-penalty* provision in the proposed Ordinance are intended to incorporate only the new ITM reporting and record maintenance requirements. There are no other code provisions tied to the *Violation-penalty* provision.

Fiscal Impact: The adoption of the proposed Ordinance would presumably lead to the collection of additional revenues, but the amount of that increase cannot be readily estimated.

Alternatives: The Commission could choose to not adopt the proposed Ordinance and preserve the status quo. Staff does not recommend this alternative. The Commission could also choose to table the item to a date certain to allow for possible amendments to the proposed Ordinance.

Concurrences:

City Manager's Office
Great Falls Police Department
Legal Department

Attachments/Exhibits:

Ordinance 3237
Ordinance 3237 Exhibit "A"

ORDINANCE 3237

AN ORDINANCE AMENDING TITLE 15, CHAPTER 9, OF THE OFFICIAL CODE OF THE CITY OF GREAT FALLS (OCCGF), PERTAINING TO THE FIRE CODE.

* * * * *

WHEREAS, the City Commission established Title 15 of the OCCGF outlining provisions pertaining to and known as the Fire Code; and

WHEREAS, Title 15, Chapter 9, does not contain provisions pertaining to the procedure for conducting inspections, testing, maintenance, and maintaining records, of fire suppression systems throughout the City.

WHEREAS, the Great Falls Fire Rescue Fire Prevention Bureau has been unable to consistently enforce the receipt of information and records regarding the testing of fire suppression systems in the City; and

WHEREAS, the City Commission wishes to amend the procedure for the conducting of inspections, testing, and maintenance of systems and reports of such; and

WHEREAS, the City Commission wishes to broaden the information and enforcement mechanisms available the Fire Prevention Bureau; and

WHEREAS, the City Commission wishes to create consistency and enforceability in procedures in the interests of furthering public safety.

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

Section 1. OCCGF Title 15, Chapter 9, pertaining to the Fire Code is hereby amended as depicted by Exhibit “A” attached hereto and by reference incorporated herein with deleted language identified by ~~strikeout~~ and inserted language **bolded**; and

Section 2. This ordinance shall be in full force and effect thirty (30) days after public hearing and final adoption by the City Commission.

ACCEPTED by the City Commission of the City of Great Falls, Montana on first reading November 16, 2021.

ADOPTED by the City Commission of the City of Great Falls, Montana on second reading and public hearing December 7, 2021.

Bob Kelly, Mayor

ATTEST:

(CITY SEAL)

Lisa Kunz, City Clerk

APPROVED FOR LEGAL CONTENT:

Jeffrey M. Hindoiien, City Attorney

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

I, Lisa Kunz, City Clerk of the City of Great Falls, Montana, do certify that I did post as required by law and as prescribed and directed by the Commission, Ordinance 3237 on the Great Falls Civic Center posting board and the Great Falls City website.

Lisa Kunz, City Clerk

(CITY SEAL)

15.9.050 Inspection, Testing, Maintenance and Records.

- A. All system inspections, tests and maintenance that are required by applicable IFC standards shall be performed by qualified individuals who are licensed to perform work in the City of Great Falls and written reports of such inspections, tests and maintenance shall be kept on the premises for a minimum of three years.
- B. All inspection, testing and maintenance reports shall be submitted to the City's online reporting vendor within the following time frame:
 - 1. No deficiencies found: within 10 days of the date the inspection, testing or maintenance took place;
 - 2. Deficiencies found: within 7 days of the date the inspection, testing or maintenance took place; or
 - 3. Critical issues found: Immediately following the inspection, testing or maintenance, along with immediate notification to the Fire Marshal.
- C. Inspections, tests and maintenance that do not comply with the provisions in this Chapter shall result in the inspected or serviced system being deemed non-compliant with the provisions of this Chapter.
- D. Non-compliance with this Chapter will be addressed as set forth in 15.9.060 and/or by Title 5, Chapter 2, Safety Inspections.

(Ord. 3237, 2021, Ord. 3189, 2018).

15.9.0560 Violation—penalty.

- A. Unless otherwise specified in this Chapter, any person who violates **or fails to comply with** any of the provisions of the IFC as adopted, **or any of the provisions of this Chapter**, ~~or fails to comply therewith~~ is guilty of a misdemeanor, punishable by a term not to exceed six (6) months in jail, a fine not to exceed five hundred dollars (\$500.00), or both.
- B. A property that contains a violation of the IFC, or any other violation of this Chapter, is hereby declared a Nuisance as defined by OCCGF Title 8, Chapter 49.

(Ord. 3237, 2021, Ord. 3189, 2018).



Commission Meeting Date: December 7, 2021

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Ordinance 3234, “An Ordinance Amending Title 9, Chapter 8, Section 020 of the Official Code of the City of Great Falls (OCCGF), Pertaining to Weapons”

From: Legal Department

Initiated By: Legal Department

Presented By: Legal Department

Action Requested: Accept Ordinance 3234 on first reading and set public hearing for December 21, 2021.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (accept / not accept) Ordinance 3234 on first reading and set the public hearing for December 21, 2021.”
2. Mayor requests a second to the motion, public comment, Commission discussion, and calls for the vote.

Staff Recommendation: Staff recommends that the Commission accept Ordinance 3234 on first reading and set a public hearing for December 21, 2021.

Background: The legal authority of local governments to regulate the possession of firearms was significantly restricted by the passage of Legislative Referendum 130 in the November 2020 general election. The passage of House Bill 102 by the 2021 Legislature also extended the right to carry concealed weapons in Montana to individuals without a concealed carry permit, and substantially limited the areas where concealed carry by a valid permit holder can be restricted.

As discussed with the Commission at its August 17, 2021 Work Session, this proposed Ordinance is intended to simply update the City’s current firearms ordinance (OCCGF 9.8.020) to comply with the combined effects of LR 130 and HB 102. In short, the current ordinance language is based on the law as it existed prior to 2021, when the relevant statute (§ 45-8-351, MCA) authorized local governments to prohibit the carrying of **both** unconcealed weapons and concealed weapons (whether carried by a valid permit holder or not) “. . . to a public assembly, publicly owned building, park under its jurisdiction or school. . .” That statute has been modified and now only authorizes:

- restrictions on the carrying of **unpermitted concealed** weapons and unconcealed weapons; and
- the application of those restrictions only in a publicly owned **and occupied** building, i.e., a local government may no longer impose carry restrictions at public assemblies, parks or schools.

The proposed amendment to Subsection (A) of OCCGF 9.8.020 simply conforms the language of the City's existing weapons ordinance to those new statutory changes.

After HB 102, the only areas in which the City may still prohibit the carrying of concealed weapons **by a valid permit holder** are:

- in a secure area of a law enforcement facility owned and operated by the City; and
- within a courtroom or an area of a courthouse in use by court personnel.

The new language in Subsection (B) of the proposed Ordinance is intended to implement the HB 102 language that authorizes the City to prohibit even **permitted concealed carry** in secure areas of the law enforcement facilities it owns and operates. The restrictions in a courtroom and courthouse areas must be imposed pursuant to an order of a judge, and Judge Bolstad has already issued a *Standing Order* to that effect for the Civic Center.

The new language in Subsection (C) of the proposed Ordinance is intended to authorize the City Manager to direct and implement screening measures and authorize the denial of entry to City facilities by those not legally authorized to carry a weapon in City facilities. The new language in Subsection (D) of the proposed Ordinance reflects the former statutory exceptions to concealed carry restrictions in certain locations by law enforcement officials.

Fiscal Impact: None

Alternatives: The Commission could choose to not amend OCCGF 9.8.020 and allow the current ordinance, portions of which are no longer compliant with Montana law, to remain in the OCCGF. The Commission could also choose to table the item to a date certain to allow for possible amendments.

Concurrences:

City Manager's Office
Great Falls Police Department

Attachments/Exhibits:

Ordinance 3234
Exhibit "A"

ORDINANCE 3234

AN ORDINANCE AMENDING TITLE 9, CHAPTER 8, SECTION 020 OF THE OFFICIAL CODE OF THE CITY OF GREAT FALLS (OCCGF) PERTAINING TO WEAPONS

* * * * *

WHEREAS, the City of Great Falls is authorized by its Charter and Montana law to establish laws to protect the health, safety and welfare of the citizens of Great Falls; and

WHEREAS, the City Commission has in the exercise of those powers previously established Title 9, Chapter 8, Section 020 of the OCCGF pertaining to the possession of weapons; and

WHEREAS, both (1) the passage of Legislative Referendum 130 in November of 2020 and (2) the enactment of legislation by the 2021 Legislature have restricted the authority of local governments to regulate the possession of firearms; and

WHEREAS, the current structure of OCCGF Title 9, Chapter 8, Section 020 is not consistent with those new statutory changes; and

WHEREAS, the City Commission wishes to amend Title 9, Chapter 8, Section 020 of the OCCGF to be consistent with those new statutory changes.

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

Section 1. The provisions of OCCGF Title 9, Chapter 8, Article 10 are hereby amended as depicted by Exhibit "A" attached hereto and by reference incorporated herein with deleted language identified by ~~strikeout~~ and inserted language **bolded**; and

Section 2. This ordinance shall be in full force and effect thirty (30) days after public hearing and final adoption by the City Commission.

ACCEPTED by the City Commission of the City of Great Falls, Montana on first reading December 7, 2021.

ADOPTED by the City Commission of the City of Great Falls, Montana on second reading and public hearing December 21, 2021.

Bob Kelly, Mayor

ATTEST:

(CITY SEAL)

Lisa Kunz, City Clerk

APPROVED FOR LEGAL CONTENT:

Jeffrey M. Hindoien, City Attorney

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

I, Lisa Kunz, City Clerk of the City of Great Falls, Montana, do certify that I did post as required by law and as prescribed and directed by the Commission, Ordinance 3234 on the Great Falls Civic Center posting board and the Great Falls City website.

Lisa Kunz, City Clerk

(CITY SEAL)

Ordinance 3234 Exhibit "A"

Title 9 – PUBLIC PEACE, MORALS AND WELFARE

Chapter 8 WEAPONS**Sections:**

...

9.8.020 Prohibiting and suppressing the possession of weapons.

A. The carrying of **unpermitted** concealed **weapons** or **the carrying of** unconcealed weapons **to a publicly owned and occupied building under the City's jurisdiction** (~~MCA 45-2-101(76)~~), and as such statute may hereafter be amended) to, on, or at a public assembly, publicly owned building, park under City jurisdiction, or school is hereby prohibited.

B. ~~Exceptions are as otherwise provided by MCA 45-8-351(2)(b) which allows for display of firearms at shows or other public occasions by collectors and others, and MCA 45-8-317 which states what persons are allowed to carry weapons, and as such statutes may hereafter be amended.~~ **The law enforcement facilities owned and operated by the City are secure areas and the carrying of any weapon (permitted concealed, unpermitted concealed or unconcealed) in those facilities is hereby prohibited.**

C. **Screening for weapons at City buildings is permissible and the City Manager may determine the circumstances where screening is required and may establish standards for such screening. The City may, in its discretion of its employees or officials acting in their official capacity, deny entrance to a City building by a person who is in violation of Subsections (A) or (B) above. The City may require a person to present proof of a valid permit to carry a concealed weapon in a City building, and a refusal to provide proof of a valid permit to carry a concealed weapon is a basis for denying entrance to the City building with the concealed weapon.**

D. **The provisions of subsections (A) and (B) do not apply to:**

1. **Any peace officer of the State of Montana;**
2. **Any officer of the United States government authorized to carry a concealed weapon;**
3. **Any member of the armed services or reserve forces of the United States or National Guard, while in the performance of their official duties;**
4. **A probation or parole officer authorized to carry a firearm under § 46-23-1002;**
5. **An agent of the Montana Department of Justice;**
6. **A person authorized by the Chief of Police to carry or possess an unconcealed firearm on City property;**

Ordinance 3234 Exhibit "A"

Title 9 – PUBLIC PEACE, MORALS AND WELFARE

- 7. Persons authorized by the City Manager for trainings, education courses, or other events such as gun shows that are approved to occur in City facilities.**

(Ord 3234, 2021; Ord. 3158, 2017; Ord. 2732, 1997).