



**City Commission Meeting Agenda
2 Park Drive South, Great Falls, MT
Virtual Meeting by Zoom
October 05, 2021
7:00 PM**

Due to the COVID-19 health concerns, the format of the City Commission meeting will be held in a virtual video-conferencing environment. All City Commission members and City staff will attend the meeting via a remote location, using a virtual meeting method.

In order to honor the Right of Participation and the Right to Know (Article II, Sections 8 and 9 of the Montana Constitution), modifications have also been made for public participation.

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_pY3m1oTrTvK6D-1wHgo0yA

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

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. Miscellaneous reports and announcements from Neighborhood Councils.

BOARDS AND COMMISSIONS

4. Miscellaneous reports and announcements from Boards and Commissions.

CITY MANAGER

5. Miscellaneous reports and announcements from City Manager.

CONSENT AGENDA

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

6. Minutes, September 21, 2021 City Commission Meeting.
7. Total Expenditures of \$2,722,494 for the period of September 9, 2021 through September 22, 2021, to include claims over \$25,000, in the amount of \$2,294,473.
8. Contracts List.
9. Approve Final Payment for the Southside Water Main Replacements - Phase I to Central Plumbing and Excavation in the amount of \$21,742.47, and \$219.62 to the State Miscellaneous Tax Fund and authorize the City Manager to make the payments.
10. Approve the Interlocal Agreement between Cascade County and the City of Great Falls for Emergency Fire and Medical Services for the term October 1, 2021 to September 30, 2023, and authorize the City Manager to execute the agreement.

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

PUBLIC HEARINGS

11. Lease of City Owned Property located at 600 1st Ave S.W. with Boys and Girls Club of Cascade County. *Action: Conduct a public hearing and approve or not approve the lease agreement. (Presented by Steve Herrig)*

OLD BUSINESS

NEW BUSINESS

12. Final Plat for West Ridge Phase IX, legally described as Peretti Addition Tract 2, located in the SE ¼ Section 26, Township 21 North, Range 3 East, PMM, City of Great Falls, Cascade County, MT. *Action: Approve or deny the final plat. (Presented by Craig Raymond)*

ORDINANCES / RESOLUTIONS

CITY COMMISSION

13. Miscellaneous reports and announcements from the City Commission.
14. Commission Initiatives.

ADJOURNMENT

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.

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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, Tracy Houck, Mary Sheehy Moe, Owen Robinson and Rick Tryon. City staff participated electronically via Zoom Webinar: City Manager Greg Doyon and Deputy City Manager Chuck Anderson; Finance Director Melissa Kinzler; Park and Recreation Director Steve Herrig; Planning and Community Development Director Craig Raymond; Public Works Director Paul Skubinna; City Attorney Sara Sexe and Deputy City Attorney Jeff Hindoien; and, Police Chief Jeff Newton. City Clerk Lisa Kunz was present in the Commission Chambers.

Due to the COVID-19 health concerns, the format of the City Commission meeting was held in a virtual video-conferencing environment. In order to honor the Right of Participation and the Right to Know (Article II, Sections 8 and 9 of the Montana Constitution), modifications have also been made for public participation. 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_Idl2L1D7QOip7AnlppHcHg

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 City Manager or City Commission. The agenda was approved as presented.

CONFLICT DISCLOSURE/EX PARTE COMMUNICATIONS: None.

PROCLAMATIONS: Vets4Vets Month (September 2021)

COMMUNITY HEALTH INITIATIVES

1. **UPDATE FROM THE CITY-COUNTY HEALTH OFFICER.**
 (* Due to technical difficulties, Health Officer Gardner presented after Agenda Item 12.)

City County Health Officer Trisha Gardner provided the following updates:

- Covid-19 positivity rate is 14.33%
- Daily average case rate is about 90%, and she assumes it will be at 100 per 100,000 people tomorrow when it is reported
- The vaccination rate for Montana is 52%
- The vaccination rate for Cascade County is 48%
- Hospitals are at or over capacity
- Student population rates are at or above the number at this time last year

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- Montana and Cascade County is experiencing a very high spread of Covid
- Vaccinations are encouraged, as well as masking around others and staying home when sick
- The FDA recently recommended booster shots for people aged 65 and over, and individuals at higher risk of developing severe Covid or people that may be at higher risk for contracting Covid
- The Advisory Council on Immunization Practices is meeting this week to look over those recommendations. If approved, the booster shots will be made available in the community
- The bulk of the cases showing up right now are in the 40 and younger age group

Commissioner Robinson reported that, despite being vaccinated, two of his friends in their 40's were very sick with Covid, and their unvaccinated high-school aged son had less severe Covid symptoms.

Health Officer Gardner responded that they are seeing some people that get severe illness. The majority of people that are vaccinated and get Covid the symptoms are not as severe, they don't require hospitalization, and they are not seeing very many deaths associated with individuals that were vaccinated and had a break through case.

Commissioner Tryon inquired if the Cascade County Health Department is officially recommending that there be no indoor public gatherings or events of any kind and the metrics or criteria used to determine when that recommendation will or will not be in place.

Health Officer Gardner responded that, with the level of transmission being seen in the community right now, it is the Board of Health's recommendation that individuals mask at indoor meetings, distancing be adhered to as much as possible, continue to have good hygiene and sanitation practices in place, and to stay home if feeling ill. They do encourage everybody to offer, such as the City Commission is with this Zoom meeting, an alternative for people to be able to attend gatherings virtually.

PETITIONS AND COMMUNICATION

2. Participating via Zoom were:

Jeni Dodd, City resident, inquired if any member of City staff or City Commission have a financial interest in current or proposed storage facilities for recreational vehicles, if any member of City staff or City Commission are involved in talks with the Maclean Animal Adoption Center, and how many of the 75 Afghan refugees that are coming to Montana will be settling in Great Falls. She also opined Mayor Kelly gave himself accolades for the Tourism Office move to the Overlook Park building, when he was involved in their move to downtown.

Brett Doney, Great Falls Development Authority (GFDA), in response to the prior commenter Mr. Doney clarified that he served on the Tourism board when the decision was made to move. It was a difficult business decision and was not for lack of cooperation from the City. It was solely a decision of the Tourism organizations. They are excited to be moving the offices to Overlook

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Drive. It was not the offices of Tourism that were on Flag Hill, it was the Visitors Center. They are now able to put together the money to renovate the space.

Written comments were submitted by:

Sally Myhre, 1420 9th Avenue South, urging the Commission to make fireworks illegal to set off in Great Falls, or designate areas where fireworks are allowed and illegal in neighborhoods.

Linda Metzger, 32 Windy Ridge Lane, requesting an update on what the City is doing vis-à-vis the Animal Foundation/Maclean-Cameron Animal Adoption Center, and whether the City is or isn't accepting donations for the HUG project.

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 updated the Commission on the following:

- Great Falls Fire Rescue is hosting a car seat clinic at Fire Station #1 on September 25, 2021 from 1:00-4:00 pm.
- A retirement celebration for City Attorney Sara Sexe will be held in the Gibson Room on September 30, 2021 from 2:00-4:00 pm.
- City Attorney recruitment is underway. Four applications were received for the position. Three applicants were interviewed. The other person took another position at another location.
- The bond sale has been completed for the Aim High Big Sky Recreation & Indoor Pool Facility (OF 1770). The interest cost to the City is 2.21%, which leaves approximately \$880,000 each year in the Park Maintenance District #1 available for ongoing park maintenance projects.
- Park and Recreation Director Steve Herrig officiated the ground breaking ceremony for the new Aim High Big Sky Recreation & Indoor Pool Facility (OF 1770) on September 15 at Lions Park. Mayor Kelly and representatives from Malmstrom and MANG provided comments.

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- Progress is being monitored on the Civic Center façade project. Concerns related to the rehabilitation include severe cracking, deterioration and structural issues that were not previously known.
- In the legal department, Robin Beatty obtained her paralegal certification from the Montana State University of Billings, and recent graduate of the University of Montana School of Law Jake Walmsley, who has been practicing in Municipal Court under the student practice rule, recently passed the bar exam and anticipates being sworn in as a member of the Montana Bar Association on September 28, 2021.
- Public comments pertaining to the Crime Task Force should be directed to kartis@greatfallsmt.net and not to the City Commission.

In response to a written comment, Deputy Manager Anderson clarified the delay in hiring the Animal Shelter Manager was due to the job announcement being posted externally after an internal candidate no longer wished to be considered for the position.

CONSENT AGENDA.

6. Minutes, September 7, 2021, City Commission Meeting.
7. Minutes, September 7, 2021, Special City Commission Meeting.
8. Total Expenditures of \$1,659,107 for the period of August 17, 2021 through September 8, 2021, to include claims over \$25,000, in the amount of \$966,674.
9. Contracts List.
10. Grants List.
11. Set a public hearing for October 5, 2021 on the lease of City-owned property located at 600 1st Avenue SW with the Boys and Girls Club of Cascade County.

Commissioner Moe moved, seconded by Commissioner Tryon, 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 5-0.

PUBLIC HEARINGS

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12. RESOLUTION 10425, DECLARING CERTAIN PROPERTY LOCATED AT 1915 6TH AVENUE NORTH, LOT 11, BLOCK 147, GREAT FALLS 3RD A NUISANCE, ORDER THE NUISANCE BE ABATED AND AUTHORIZE CITY STAFF TO FORCE ABATEMENT IF NECESSARY.

Mayor Kelly declared the public hearing open and asked for presentation of the staff report.

Planning and Community Development Director Craig Raymond reported that, beginning in June 2020 and continuing through May 2021, the Planning and Community Development Department received multiple complaints about the condition of the property owned by Emily Moore located at 1915 6th Avenue North. Initial complaints began with property maintenance violations in June 2020 as well as additional complaints due to an extensive fire in January 2021. The Department made all efforts to work with Emily Moore to bring the property into compliance even prior to the fire. Violation and notice letters were mailed on June 26, 2020, August 6, 2020, August 20, 2020, and May 10, 2021, in hopes that the violations on the property would be corrected, but compliance never occurred.

Due to the owner's non-compliance with property maintenance issues before the home fire, a Municipal Court Complaint was filed in January 2021 against Emily Moore for maintaining a public nuisance. Following the submission to Municipal Court, the Department made several attempts to work with Emily Moore again with an in office visit, telephone calls, and a site visit but were unsuccessful each time.

Shortly after the fire in January 2021, the Building Safety Division requested entry into the home to assess damage but was denied, at least initially. Ms. Moore eventually allowed the Building Safety Division entry on March 11, 2021. At that time, the Building Official deemed the home a complete loss and notified the owner it would have to be razed for safety purposes. The owner assured City staff that the deferred maintenance of the property would be brought into compliance and the dilapidated and unsafe structure due to the recent fire would be addressed.

Based on the observations from the public right-of-way and onsite visit, violations were shown to exist consistent with the history of complaints. As of June 9, 2021, the violations were still present. The property maintenance violations on the property include, but are not limited to:

1. Persons occupying a recreational vehicle on the property not located in the required zoning district which allows "camping";
2. Inoperable red and silver suburban with no visible license plate and illegally parked on the property;
3. Exterior storage/salvage materials between the residence and garage/shed, near the alley, and front/side yards and public boulevard including, but not limited to, multiple lawn mowers, pallets, trash, tires, etc.; and

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4. Residential structure and foundation severely dilapidated and in unsafe condition due to the recent fire and deferred maintenance.

Based on these continued deficiencies and clear and obvious code violations, staff concludes that the subject property constitutes a Nuisance as defined by OCCGF Title 8, Chapter 49, and should be subject to forced abatement. Many efforts have been made and clearly plenty of time has been granted in order to give the owner the opportunity to resolve these issues to no avail.

Staff recommends that the City Commission conduct the public hearing and adopt Resolution 10425.

Mayor Kelly asked if the Commission members had any questions.

Commissioner Tryon inquired the possibility of legal action against the City if the Commission adopted the resolution.

City Attorney Sara Sexe responded the owner has been provided due process. The likelihood of any successful action to be taken against the City is not very high.

Mayor Kelly asked if there were any comments from the public in support of Resolution 10425.

Written comments were submitted by **Dann Young**, 1913 6th Avenue North, expressing support of the abatement and appreciation for anything the City can do to help.

Mayor Kelly asked if there were any comments from the public in opposition to Resolution 10425.

Hearing none, Mayor Kelly closed the public hearing and asked the will of the Commission.

Commissioner Houck moved, seconded by Commissioner Robinson, that the City Commission adopt Resolution 10425, declaring certain property located at 1915 6th Avenue North, Lot 11, Block 147, Great Falls 3rd, Cascade County, Montana, a nuisance, order the nuisance be abated and authorize City staff to force abatement if necessary.

City Attorney Sexe alerted Mayor Kelly to a Zoom participant's hand raised. Mayor Kelly reopened the public hearing.

Appearing via Zoom were:

Emily Moore, property owner, 1915 6th Avenue North, commented that she is the victim of a fire that occurred on January 8th. She does not think it is right for the City of Great Falls to pay someone else to tear the place down. She does not have the money to do so, but she and her boys are trying their best to clean up the mess and are paying to have it hauled away. Ms. Moore alleged being harassed by City staff for the past six years. Ms. Moore requested additional time to haul away her items.

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Shannon Kelley, property owner's son, 1913 6th Avenue North, commented that his mom lost everything of 35 years in the fire. His mom does not deserve someone coming in and taking her stuff away.

Mayor Kelly inquired if the applicant wanted to respond.

Director Raymond commented that it is an unfortunate situation. City staff has given the owner a lot of time to help resolve the situation. Staff directed the owner to resources to assist her with the demolition and clean up of the property. Staff has worked with the owner many, many months and feels it is unlikely the property owner will be able to resolve this in a reasonable amount of time. He requested that the Commission move forward with adoption of the resolution.

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

Mayor Kelly commented that the motion on the floor authorizes City staff to force abatement, if necessary, that indicates to him there is a last chance opportunity for the owner of the property to follow through with the things she mentioned herein.

Director Raymond responded it does give the property owner additional time to perform, at the Commission's order as opposed to staff's order. It is only if they fail to rectify the situation that staff will be forced to complete the abatement.

Commissioner Tryon would like to see this resolved by the property owners within 30-days.

Mayor Kelly inquired the owner's progress made, if any.

Director Raymond responded there has not been sufficient progress made to give City staff any hope that it will be completed. Staff has been dealing with this property over six years. Because of the fire, it is a dangerous situation at this point. It really is more than just a nuisance, it is unsafe.

Emily Moore added that they have made progress in the back and front yards. The neighbors need to realize when they haul items out of the house it needs to sit in the yard until she can clean it up or have it hauled away. Consideration should be given for cold weather, she has had engine problems and has not had transportation, and that she was the victim of arson. She reported that no one has been living in the house. She has been staying at a friend's house since the fire. Her son stays in the back yard in a trailer because she has memories and items in there worth money.

Mayor Kelly would rather the motion be to table this matter until the second meeting in October to see if Ms. Moore and Mr. Kelley are sincere in their efforts to make progress, have staff re-evaluate and if it's not been adequate to proceed with another public hearing.

Commissioner Moe reiterated the motion on the floor was made by Commissioner Houck and seconded by Commissioner Robinson to adopt Resolution 10425.

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Commissioner Houck commented that she lives in the vicinity of this property. The photos depict an extremely dangerous property and the Commission learned this evening that someone is living in a camper on the property. If this is pushed back another 30-days they could be dealing with bad weather. She expressed concern about another accident happening on this block because of the unsafe conditions. Staff has been working with the owner for years. Allowing this nuisance property to exist is not in the best interest of the neighborhood.

Jeni Dodd, City resident, commented that she understands this has been going on for years, but due to Covid the last two years it will be difficult for the owners if they want to hire help. She inquired if the City had Covid money that could help fund people in these types of situations.

Mayor Kelly asked if there was any further discussion amongst the Commissioners regarding the motion to adopt Resolution 10425.

Commissioner Robinson commented that it is a dangerous situation and he supports the motion.

Commissioner Tryon expressed support for a motion to table to extend the timeframe for the owner to make this right.

Mayor Kelly called for the vote on the motion declaring certain property located at 1915 6th Avenue North, Lot 11, Block 147, Great Falls 3rd, Cascade County, Montana, a nuisance, order the nuisance be abated and authorize City staff to force abatement if necessary.

Motion carried 3-2 (Mayor Kelly and Commissioner Tryon dissenting).

Mayor Kelly encouraged Ms. Moore and Mr. Kelley to approach various agencies to see if funds are available, such as United Way, NeighborWorks or Opportunities, Inc.

13. RESOLUTION 10427, ESTABLISHING PLANNING AND COMMUNITY DEVELOPMENT ENGINEERING FEES.

Mayor Kelly declared the public hearing open and asked for presentation of the staff report.

Planning and Community Development Director Craig Raymond reported that, as early as November 2019, the City was preparing to transfer plan review, construction oversight and project management duties from the Engineering Division of Public Works to Planning and Community Development. As part of the transfer of duties, a different funding strategy and budget was developed to finance the full-time employees (FTE's) along with related operational costs such as rent, IT and Human Resource expenses. Once the revenue source and budget parameters were known, staff then relied on feedback received as a result of numerous interviews and discussions conducted by Deputy City Manager Chuck Anderson. While the focus of the discussions and interviews was on the development review process in a broader context, dissatisfaction with how and when infrastructure permit review and inspection fees were charged was a recurring theme. The fee system in place at the time was based on charging by the hour at the then current rate. The dissatisfaction with this system centered on the following concerns:

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1. The inability of City staff to determine the total billing cost for development projects prior to completion;
2. Inconsistent billing periods; and
3. A lack of detail and transparency on the invoices to itemize what work had been completed during that billing period.

The requested outcome was a fee process that was fair, predictable, consistent and transparent. Planning and Engineering staff began working through different approaches to achieve these specific goals. While multiple possibilities were identified, the preferred proposal at that time was a flat percentage based on total construction cost of the public infrastructure being built under the permit.

A development community working group was created with broad but targeted experience that included developers, engineers, architects and commercial builders. The purpose of the working group was to present the fee proposal and to receive feedback. Ultimately, the consensus of the group was that the flat percentage fee proposal was not acceptable. Beyond that, however, consensus on what was acceptable was not clear. It became apparent to staff that different members of the group had differing priorities and different viewpoints on what was the fairest system. It was during these working group discussions that the idea of a hybrid proposal began to rise to the surface for consideration as a viable compromise. This is also when the idea of a “sliding scale” plan review fee was born. The hybrid proposal takes advantage of the three basic elements of the subdivision and infrastructure review process: plan review, engineer construction oversight and construction inspection services. The “sliding scale” plan review fee that is being proposed is intended to pay for the plan review and engineer construction oversight process. The construction inspection services are proposed to be billed monthly on an hourly basis for inspectable work during construction. Coincidentally, a sliding scale is the same basic method that traditional building permits have been charged for at least 20 years and has largely been accepted as a fair, predictable and transparent system.

The hourly rate represented in Resolution 10427 is proposed to be used for construction management services and other unanticipated miscellaneous billable activities. The proposed plan review fee outlined in Resolution 10427 was developed by City staff through research of public infrastructure costs from 15 development projects that were constructed in Great Falls during the past 10 years. The proposed sliding scale fee approach accomplishes the following: (1) reduces the plan review fee percentage slightly for larger projects in comparison to a flat percentage fee; (2) compensates staff fairly for review time; and (3) can be calculated upfront so developers can better understand this particular “soft cost” component when developing project budgets.

Despite which method is ultimately selected as the adopted fee, time and monitoring will be required to determine if this new fee and process ultimately achieves the original goals and meets the budget parameters.

Mayor Kelly asked if the Commission members had any questions. No one responded.

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Mayor Kelly asked if there were any comments from the public in support of Resolution 10427.

Participating via Zoom were:

Brett Doney, Great Falls Development Authority, commented that the City has made good progress in making things predictable and flow easier while still covering the cost of timely review. Businesses and developers want certainty and speed in the process and that requires adequate staffing. He knows the City will never come up with a fee system that will please everyone, but he thinks this is well thought out and the intentions are good.

Spencer Woith, concurred that predictability was a consensus of the working group. Staff has been great to work with to find solutions, and he has seen dramatic increases in efficiency of plan review. That being said, the model being used is based on data created under the old way of doing things. If Resolution 10427 is adopted, he requested that the model continue to be evaluated.

Mayor Kelly asked if there were any comments from the public in opposition to Resolution 10427.

Participating via Zoom was:

Sherrie Arey, City resident, commented that she appreciated the City being a good role model and holding these meetings virtually to be able to participate and not put anyone at risk. She agreed with the comments made in support of Resolution 10427, but she would like to see the fees massaged a little more, or a set fee for larger, million dollar projects. She discussed the Meriwether Crossing project as an example. She inquired when other data points would be added, and if it would be updated annually or on some sort of consistent basis. She expressed concern that there are not more funding sources for the engineering positions. She concluded that it is not as fair as she would want it to be for large projects.

Mayor Kelly asked Director Raymond if he wanted to respond to any of the comments.

Director Raymond responded that staff would continue to monitor performance. There are a lot of dynamics moving functions from one department to another and revenue sources are certainly coming into play here. They have done their best to meet the budgeted amount.

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

Commissioner Tryon moved, seconded by Commissioner Robinson, that the City Commission adopt Resolution 10427.

Mayor Kelly expressed appreciation for the flexibility provided the community this department serves.

Commissioner Moe noted she had some of the same concerns that Ms. Arey articulated. Like her, she has been very impressed with the diligence and sincerity of the process. All involved know that it will require some tweaking along the way.

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Motion carried 5-0.

14. RESOLUTION 10431, ESTABLISHING FEES FOR THE ENGINEERING DIVISION OF THE PUBLIC WORKS DEPARTMENT.

Public Works Director Paul Skubinna reported that this item is a request to conduct a public hearing and consider taking action on Resolution 10431. Resolution 10431 (1) updates hourly rates charged for field staff in the Engineering Division, and (2) updates permit fees for permits implemented and inspected by Public Works Engineering Division.

In 2003, the City Commission established a fee for City Engineering Division staff to inspect the construction of public infrastructure installed by private developers and their contractors. The purpose of this approach was to ensure that water, sewer, storm, streets and other infrastructures that would ultimately be owned, operated and maintained by the City, was installed in accordance with the engineered plans and City standards. This practice has served the City well over the years.

Recently the Public Works Directors from the large seven cities resumed semi-annual meetings wherein directors discuss different issues that face their city and the different ways issues are approached in each community. In July at the Director's meeting, we were discussing our various strategies and approaches to inspection of installation of public infrastructure. I found that Great Falls is relatively unique amongst the large Cities in Montana in that we are the only City that operates under a model where City staff are the primary inspectors on jobs installing City infrastructure. During our discussion, I heard multiple other Directors around the table lament that they wished they followed an inspection model more like Great Falls as they have felt the maintenance and cost impact of inheriting substandard infrastructure that was not installed or constructed in accordance with standards.

In addition to the citizens receiving the benefit of quality infrastructure, staff believes having the City provide these inspection services is also a benefit to our Developers and Contractors. DEQ requires that installation of all water and sewer infrastructure that is part of a public system such as ours be inspected and certified by a licensed engineer that infrastructure was installed in accordance with the plans and applicable standards. So this inspection needs to be done whether the City does it or not. The value to the Developer and Contractor is that staff believes the rates are significantly lower than if the Developer or Contractor had to go out and hire a third party engineer/inspector.

The engineering inspection staff hourly rates established in 2003 have been updated various times over the years in response to inflation and economic downturn. More recently, as staff has been working through revamping the development review process, staff discovered the hourly rates or permit fees have not been updated since 2014, making these rates ripe for adjustment.

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Staff is proposing an increase to the hourly rate proposed under part A of the resolution that constitutes about a 2% increase to each hourly rate across a seven-year timeframe. Staff believes inflationary factors across that seven years from 2014 to today are probably greater than 2% for these types of services depending on which index you look at, providing further value to Contractors and Developers as proposed.

Staff is also proposing a \$5 permit fee increase for each permit implemented and inspected by Public Works Engineering Division. Because the permit fee amounts vary, this ranges from less than 2% to 3.6% increase from the current fee across the seven years from 2014 to 2021. This is modest and reasonable to help the City cover its costs to implements these permits. No changes are proposed to plan printing and duplicating fees.

Mayor Kelly asked if the Commission members had any questions. No one responded.

Mayor Kelly asked if there were any comments from the public in support of or in opposition to Resolution 10427.

Hearing none, Mayor Kelly closed the public hearing and asked the will of the Commission.

Commissioner Robinson moved, seconded by Commissioner Moe, that the City Commission adopt Resolution 10431.

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

Hearing none, Mayor Kelly called for the vote.

Motion carried 5-0.

OLD BUSINESS

15. SEPTEMBER 7, 2021 SPECIAL COMMISSION MEETING FOLLOW-UP TO CITY MANAGER'S EMPLOYMENT AGREEMENT, SECTION B. SALARY.

Mayor Kelly reported that Manager Doyon is in year two of a three-year contract. At his February 25th performance review, Manager Doyon recommended that the Commission defer conversation about salary due to Covid and budget uncertainty. The Commission convened on September 7, 2021 to discuss salary based on his earlier favorable review. Human Resources Director Gaye McInerney provided current wages of other City Managers around the state. After discussion amongst the Commission, the amount of \$166,000 was recommended and agreed upon. It is important to keep in touch with the market, and to keep the talent that the City has for the chief executive's position.

The Commission recently approved funding for the Human Resources Department to conduct a third-party study on compensation of City Managers, Deputy City Managers and Department Heads. As a public employee, the City Manager is under the scrutiny of the population that he serves. Those that work closest with him, Department Heads and Commission members, understand the amount of work this job entails and the level to which it is being performed.

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Commissioner Moe moved, seconded by Commissioner Robinson, that the City Commission amend Section B. Salary, of the Employment Agreement with the City Manager, to read:

A salary increase which equates to a base annual wage of \$166,000, payable in accordance with normal City policy and practices effective March 24, 2021. Salary consideration during the remainder of the contract term shall be considered annually based on merit and/or market adjustment.

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

Mayor Kelly expressed appreciation to Manager Doyon, noting his performance is above and beyond.

Mayor Kelly called for the vote.

Motion carried 5-0.

NEW BUSINESS

16. EXTENSION OF ANACONDA HILLS GOLF COURSE AND EAGLE FALLS GOLF CLUB MANAGEMENT AGREEMENT WITH COURSECO, INC., D/B/A GREAT FALLS GOLF, LLC.

Park and Recreation Director Steve Herrig reported that this item is a request to approve a Management Agreement extension with CourseCo, Inc., for a term of February 1, 2022, through January 31, 2025, and authorize the City Manager to sign the agreement.

The City originally entered into an agreement with CourseCo in December 2018, for a three-year term beginning February 1, 2019 and ending January 31, 2022, with an optional three-year extension. It has been a great relationship with CourseCo the past two and one-half years, including a lot of upgrades to the golf courses and a new tap house at Eagle Falls. In addition, CourseCo has returned about \$674,000 back to the City, with one more installment coming in January.

CourseCo General Manager of Eagle Falls and Anaconda Hills Golf Courses Jeff Stange reported that play has increased the last couple of years: 47,000 rounds were played as of June 30, 2021, compared to the previous year of 42,000 rounds. Revenue is up about \$400,000 during that same period. The courses are operating in the black, which puts them in a great position to be completely solvent and self-sufficient going forward and continue to be an asset for the City. They can purchase the capital equipment needed to maintain the properties and other improvements to improve the overall guest experience.

Commissioner Tryon moved, seconded by Commissioner Moe, that the City Commission approve the Extension of Anaconda Hills Golf Course and Eagle Falls Golf Club Management Agreement with CourseCo, Inc., d/b/a Great Falls Golf, LLC for the term February 1, 2022 through January 31, 2025.

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

Participating via Zoom was:

Jeni Dodd, City resident, commented this is good news.

Participating telephonically was **John Hubbard**, City resident, to comment on Item 15, and other matters not related to this agenda item.

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

Mayor Kelly noted that CourseCo's business model prefers five-year contracts.

Director Herrig responded that a three-year extension was written into the original agreement. They will be working with CourseCo to negotiate a longer-term agreement.

Commissioner Houck noted this was quite a gamble for everyone involved. She expressed appreciation to Director Herrig, Course Manager Stange and his team. She hears nothing but wonderful things about the operations at both golf courses.

Commissioner Tryon noted the City could focus on its core functions with the golf courses being managed, and this could be used as a model going forward in other areas.

Mayor Kelly called for the vote.

Motion carried 5-0.

17. PARKING OPERATIONS & MANAGEMENT CONTRACT WITH SP+, INC.

Planning and Community Development Director Craig Raymond reported that the City of Great Falls has utilized a contractor to provide day-to-day operations and management support for the downtown parking program for many years. SP+ or its affiliated parent company has served the City of Great Falls for most of that time.

City staff recommended a one-year contract extension when the previous contract had expired. The purpose of the shorter than usual extension was intended to give staff time to develop a RFP that would potentially reshape the entire Downtown Parking Program. The intent was to look at the feasibility of essentially turning over the parking enterprise to the private sector while still holding ownership of the facilities and Commission control and discretion over the most essential elements of the program, such as rates.

Covid 19 delayed publishing the Request for Proposals (RFP). In response to a clear need to support a reeling downtown community, enforcement of meter fees and time violations was suspended for roughly a year. While the need to take these measures was obvious, the very thing that the parking program was designed to do, support the businesses and activities in the downtown, also became its financial downfall due to a lack of revenue ordinarily obtained through

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meter fees and violation fines. Staff believes this may not be the best time to push for privatizing the parking system, as private businesses are not likely to want to invest in a system that is still in recovery. With some time, stability and resiliency will improve the outcome of any call for proposals, similar to what the City has experienced with the golf course program.

In October 2020, Planning and Community Development published a Request for Proposals for a three-year Parking Operations and Management Services contract. Four qualified proposals were received, reviewed and scored. Subsequent to the review, scoring and interview process, the Parking Advisory Commission voted to recommend that the City Commission approve a three-year contract with SP+, Inc.

In general, the services and terms of the proposed contract are very similar to previous contracts. Hours attributed to certain tasks have been revised to reflect changing technology and operational needs of the program. For example, some elements of enforcement require less time, while other areas require more because of old, outdated equipment and technology. In addition to technology considerations, activities such as collecting cash from meters and pay stations require two staff people to complete due to cash accountability and security best practices. Additional hours have been shifted into maintenance of facilities in order to help improve the facilities and customer experience and safety.

Commissioner Robinson moved, seconded by Commissioner Houck, that the City Commission approve the new three-year contract for parking operations and management services with SP+, Inc.

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

Commissioner Tryon inquired why the contract had a three-year term rather than one year.

Director Raymond responded that a three-year contract is typical. The prior contract term with SP+ was one-year for the purpose of developing and publishing the RFP. Stability is the best option at this point.

Commissioner Tryon commented he would reluctantly support the motion, noting the public is not happy with the parking situation and parking has been a thorn of contention for quite a while.

Director Raymond noted there is an opt-out clause in the contract.

Commissioner Moe commented that she has been the City's liaison on the Parking Advisory Commission and you cannot find a better group than the people on that Commission. They hear all the complaints, continually try to find solutions, and they supported this motion.

Commissioner Houck discussed having lunch downtown with people from Texas. They could not believe how cheap parking was and that they could park so close to the restaurant. She is glad SP+ provides the service for the City and looks forward to improvements the next couple of years.

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Mayor Kelly called for the vote.

Motion carried 5-0.

ORDINANCES/RESOLUTIONS

18. RESOLUTION 10413, TO LEVY AND ASSESS PROPERTIES WITHIN THE BUSINESS IMPROVEMENT DISTRICT (BID).

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

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

On July 20, 2021, the BID presented a proposed Work Plan and Budget and recommended a method of levying an assessment on the properties within the district. Following the public hearing held on July 20, 2021, the City Commission adopted the BID's FY 2022 Work Plan and Budget.

The actual assessment for 2021/2022 based on the assessment formula will generate approximately \$247,000 in assessment revenue. The decrease in this year's assessment revenue can be attributed to a condo master parcel being inactivated by the Department of Revenue and the re-evaluation cycle resulting in a decreased total market valuation of properties with the district.

Commissioner Moe moved, seconded by Commissioner Houck, that the City Commission adopt Resolution 10413.

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

Participating via Zoom was:

Joan Redeen, Business Improvement District Community Director, expressed appreciation of the City's support of the BID.

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

Hearing none, Mayor Kelly called for the vote.

Motion carried 5-0.

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19. RESOLUTION 10414, TO LEVY AND ASSESS PROPERTIES WITHIN THE TOURISM BUSINESS IMPROVEMENT DISTRICT (TBID).

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

On July 20, 2021, the TBID presented a proposed Work Plan and Budget and recommended a method of levying an assessment on the properties within the district. The assessment will be a flat fee of two dollars per occupied room night for establishments with 31 or more rooms and a flat fee of one dollar per occupied room night for establishments with 1-30.

The assessment amount requested by the TBID through their Work Plan and Budget was approximately \$511,000. The actual assessment for Fiscal Year 2021/2022 based on the assessment formula will generate \$589,000 in assessment revenue. Last year, the total assessment billed was \$635,453. The decrease of \$46,449 over last year's assessment is attributed to a decrease in lodging during the COVID-19 pandemic for the assessment period that ended June 30, 2021.

Commissioner Robinson moved, seconded by Commissioner Tryon, that the City Commission adopt Resolution 10414.

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

Participating via Zoom was:

Rebecca Engum, Great Falls Montana Tourism, commented that the TBID trustees adopted an assessment policy in 2020 to more efficiently manage the assessment reporting process. The new policy allows for those being assessed based on a delinquent report the ability to appeal to the TBID trustees with the submission of a quarterly report. Since the assessments are paid in November and May, the TBID trustees have approved a budget amendment of the assessment funds that are over what was originally budgeted for, and have been placed for use in leasehold improvements for 15 Overlook Drive. She will be presenting an amended budget closer to construction being completed at 15 Overlook Drive and after seeing what assessment funds do come in.

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

Hearing none, Mayor Kelly called for the vote.

Motion carried 5-0.

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20. RESOLUTION 10428, APPROVING A REQUEST FROM THE GREAT FALLS BUSINESS IMPROVEMENT DISTRICT TO USE DOWNTOWN URBAN RENEWAL DISTRICT TAX INCREMENT FINANCING (TIF) FUNDS FOR THE COST OF MANUFACTURING AND INSTALLATION OF WAYFINDING SIGNS WITHIN OR DIRECTING TRAFFIC TOWARDS THE DOWNTOWN URBAN RENEWAL DISTRICT.

Planning and Community Development Director Craig Raymond reported that a Wayfinding Plan is essential to connect people traveling to Great Falls to the historic downtown and to the surrounding cultural, natural and recreational amenities. By having access to prominent, appealing signage, many who would otherwise simply travel through Great Falls or those who are not familiar with the area, will learn about the services, destinations and points of interest that are available.

On April 6, 2021, the Great Falls City Commission formally adopted the City of Great Falls Wayfinding Plan. The estimated cost for the implementation of the wayfinding plan is \$220,000. A broad spectrum of committed downtown groups have pledged funding for the construction and installation of the signage in the amount of \$117,984. There are a total of 39 motorist signs and 20 pedestrian signs that are eligible to be funded with funds from the Downtown Tax Increment Financing District. The estimated price per motorist sign is \$3,050. The estimated price per pedestrian sign is \$700. The amount requested (\$128,950), coupled with the \$117,984 committed from other entities, will cover the implementation of signs eligible for funding from the Downtown TIF District, as well as account for any contingencies there may be in the installation process. The BID has requested that the requested funds be potentially reimbursed in phases as work is completed.

This particular request is separate from and not intended to be reimbursed out of any of the three new downtown TIF programs. Those specific programs were budgeted \$500,000 specifically for those programs that preserved additional funding for other TIF district priorities and projects such as this. Staff has completed a review of the Commission's review criteria as well as statutory eligibility requirements and finds that this request is eligible for approval and staff supports the request.

Commissioner Robinson moved, seconded by Commissioner Moe, that the City Commission set Resolution 10428 for public hearing on October 19, 2021.

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

Hearing none, Mayor Kelly called for the vote.

Motion carried 5-0.

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21. RESOLUTION 10429, APPROVING A REQUEST FROM THE GREAT FALLS BUSINESS IMPROVEMENT DISTRICT TO USE WEST BANK URBAN RENEWAL DISTRICT TAX INCREMENT FINANCING (TIF) FUNDS FOR THE COST OF MANUFACTURING AND INSTALLATION OF WAYFINDING SIGNS WITHIN OR DIRECTING TRAFFIC TOWARDS THE WEST BANK URBAN RENEWAL DISTRICT.

Planning and Community Development Director Craig Raymond highlighted the differences between this agenda item and agenda item 20. The over-all project is the same. However, the TIF districts are separate and distinct districts and the number of proposed signs and amount of TIF funds sought are also different from the downtown TIF request set forth in agenda item 20.

This specific request is seeking to fund two motorist signs for a total of \$6,820 out of the West Bank TIF district.

Commissioner Tryon moved, seconded by Commissioner Moe, that the City Commission set Resolution 10429 for public hearing on October 19, 2021.

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

Hearing none, Mayor Kelly called for the vote.

Motion carried 5-0.

22. RESOLUTION 10433, RELATING TO \$10,000,000 SPECIAL PARK DISTRICT BONDS, SERIES 2021 (TAXABLE); AUTHORIZING THE SALE AND PRESCRIBING THE FORMS AND TERMS THEREOF AND THE SECURITY THEREFOR.

Finance Director Melissa Kinzler reported that earlier this year adoption of Resolution 10406 established the terms, conditions and documentation for a private, negotiated sale of up to \$10,000,000 in Special Park District Bonds.

The City Manager and Finance Director along with Dorsey & Whitney, LLP, the City's bond counsel, worked to establish the appropriate terms, conditions, and documentation for the sale of the Bonds. The purchase price, redemption features, and interest rate on the Bonds were subject to the following conditions and limitations:

- (1) the aggregate principal amount of the Series 2021 Bonds shall not exceed \$10,000,000.
- (2) the maximum true interest cost on the Series 2021 Bonds shall not exceed 4.00%
- (3) the purchase price of the Series 2021 Bonds shall not be less than 99.4% of the principal amount thereof, exclusive of original issue premium or discount; and

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- (4) the final maturity of the Series 2021 Bonds shall not be later than 17 years from their date of issuance.

Resolution 10433 determines the form and details, authorizing the sale and delivery for the payment for a private, negotiated sale of \$10,000,000 City of Great Falls, Montana, Special Park District Bonds, Series 2021 Taxable. The True Interest Cost of the bonds are 2.21%, which is well below the 4% set forth in Resolution 10406. These bonds are for the design, construction, and furnishing of a recreation and aquatic facility.

The fiscal impact of issuing \$10,000,000 of revenue bonds is below the estimated average debt service of approximately \$722,000 to \$729,000 projected earlier. The range of annual debt service will be from approximately \$700,000 to \$704,000 per year paid by the Park District. This leaves approximately \$800,000 available on an annual basis for other Park District projects. All bond proceeds will be deposited into the construction account to maximize bonding capacity towards construction. The cost of issuing the bonds (\$159,700) will be paid from the City's undesignated General Fund balance or other available recreation funds and not from the Park District.

The bonds are taxable bonds due to the extensive control over the facility pursuant to the Office of Economic Adjustments terms and conditions.

Commissioner Moe moved, seconded by Commissioner Houck, that the City Commission adopt Resolution 10433.

Mayor Kelly asked if there were any comments from the public.
 Participating via Zoom was:

Brett Doney, Great Falls Development Authority, urged the City to continue moving forward on making this wonderful project happen.

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

Mayor Kelly reiterated that the debt service is coming in at about \$20,000 to \$25,000 less per year than originally budgeted. That is a present value savings of over \$400,000 to stay in the Park Maintenance District fund.

Mayor Kelly called for the vote.

Motion carried 5-0.

CITY COMMISSION

23. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

Commissioner Moe encouraged Commission member participation in the upcoming Montana League of Cities and Towns Conference to be held via Zoom.

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City Attorney Sara Sexe announced that she is now the proud grandmother of two beautiful granddaughters.

24. COMMISSION INITIATIVES.

None.

25. DISCUSSION ON FUTURE COMMISSION MEETING FORMAT.

Commissioner Tryon expressed concern that the Commission have some sort of objective standard on when the Commission will be conducting Zoom or live meetings. He suggested that the Commission should define with specificity under what conditions meetings will be held in a virtual video-conferencing environment, and not be based on a majority of the City Commission feeling that it is not safe for others. He requested that the Commission define for the public the metrics to be used for when the Commission will be having all virtual meetings and when it will not, and that the metrics be based on science and not on the whim of the Commission.

Commissioner Moe commented that, due to legislative changes, the Commission can no longer require people, that enter the Civic Center to attend meetings that they have every right to believe is safe, to wear masks and social distance. The Commission must rely on the governor to make that determination and so far, he has not done that. It leaves the Commission with no alternative. She makes her own choice to attend other committee meetings knowing she is immune compromised with people that may or may not wear a mask. She is not in charge of those meetings. The only meetings she has a say in are the Commission meetings. She feels she has an obligation to the public to assure them that the Commission will provide safe conditions for them to attend a meeting, and a meeting where everyone can participate on a level playing field.

Commissioner Houck commented that it is not so much about her own public safety or her own choices, but it is about everyone that enters the Civic Center. There are break through Covid cases at this point in time. The hybrid meeting approach did not work for Commission meetings. The Commission has since been in proximity of staff that tested positive at meetings. It is a dangerous slope. To provide public notice she suggested the Commission pick a date and determine at that time if the level of Covid is at an acceptable amount to return to in person meetings. Due to legislative changes and the Commission not being able to require social distancing and masking puts people at risk. At this point in time, she suggested the Commission stay in this format until the Covid numbers go down.

Commissioner Robinson commented that he does not have a problem going out to restaurants, for example, without a mask. However, what he wants to do is respect everyone else. He does not know who is and isn't immune compromised. With the new Delta variant coming out, the Covid cases in Montana and Cascade County have been getting worse. Last year he chaired the Board of Health Zoom meeting wherein the decision was made to allow restaurants to go from 50% occupancy to 100% occupancy and no masking when the Covid case rate was 20 per 100,000 per week. The current case rate is at 85. He does not know what number the Commission would come up with that would respect everybody that is immune compromised. He suggested playing it by ear. No one will be compromised by attending Commission meetings via Zoom.

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Mayor Kelly commented that the headlines get worse and worse. Five Montana cities: Billings, Helena, Butte, Missoula and Bozeman have requested the National Guard's help in their hospitals. A *Tribune* headline read hospitals are begging people to vaccinate and wear masks. The healthcare workers are overwhelmed. In the last two weeks, Montana had the highest case rate per capita in the country. St. Peters Hospital in Helena reported the ICU is full, the advanced medical unit is full, and the morgue is full. Because of the laws that have been put into place, Health Officer Trisha Gardner was unable to use words like "mandate" during her report this evening. The term she now has to use is "recommend." She is not recommending canceling all indoor events. However, she recommended for indoor events that people mask, social distance and do proper hygiene. With regard to at what point does the Commission meetings revert from Zoom to in person meetings like the Commission did before, Mayor Kelly thinks that answer lies at the same place it did before, with the Public Health Officer. When that person is not recommending that people mask at indoor gatherings, like the Commission meetings, then the Commission should figure that out. The metric he is looking to is the County Health Officer's recommendation when masking is not proscribed or preferred at indoor meetings.

Commissioner Tryon responded it was not true that the legislature or governor put us in a corner and there is nothing the Commission can do. This Commission decides. He doesn't believe that the citizens of this community need this City Commission to make the decision for them on whether they are going to be safe at a public meeting or not. He, again, suggested specific criteria be used to determine when the meetings will be held in person.

Commissioner Houck responded to comments made and summarized that her preference is to pick the thing that is least dangerous to the most amount of people in the community.

Mayor Kelly summarized the Commission will continue with Zoom meetings, assist with access, and the metric used is when the Health Officer makes the recommendation that it is safe to gather at indoor meetings without masking.

Commissioner Tryon reiterated Mayor Kelly's summarization.

Commissioner Robinson clarified that the Board of Health, made up of seven professionals and elected City and County representatives, make that call, not Health Officer Trisha Gardner.

Mayor Kelly suggested if Commission members want this topic on a City Commission agenda, to send their recommendations individually to City Manager Doyon. However, this is a decision the Commission can make and is within the Commission's capabilities.

Commissioner Moe reminded the Commission of the metric to be aware of, which is three Commission members saying they are exercising this judgment that is the best way to go. It sounds as though there are at least three Commission members who have exercised that judgment and do it with the best interest of the community at heart.

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ADJOURNMENT

There being no further business to come before the Commission, **Commissioner Moe moved, seconded by Commissioner Robinson, to adjourn the regular meeting of September 21, 2021, at 9:57 p.m.**

Motion carried 5-0.

Mayor Bob Kelly

City Clerk Lisa Kunz

Minutes Approved: October 5, 2021

DRAFT



Commission Meeting Date: October 5, 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	SEPT 12, 2021 - SEPT 22, 2021	572,558.87
ACCOUNTS PAYABLE CHECK RUNS FROM MUNIS	SEPT 9, 2021-SEPT 22, 2021	2,073,766.15
MUNICIPAL COURT ACCOUNT CHECK RUN FOR ASIFLEX & ENERGY KEEPERS	SEPT 2, 2021 - SEPT 8, 2021	76,168.50
TOTAL: \$		<u>2,722,493.52</u>

SPECIAL REVENUE FUND

STREET DISTRICT

WESTERN EMULSIONS INC	250 TONS LIQUID ASPHALT CRS-2P	104,919.24
GREAT FALLS SAND & GRAVEL	TYPE B ASPHALT & TYPE C ASPHALT	31,692.31

PARK MAINTENANCE DISTRICT

L'HEUREUX PAGE WERNER PC	INDOOR AQUATIC AND RECREATION CENTER DESIGN	61,599.60
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FEDERAL BLOCK GRANTS

STRYKER SALES CORPORATION	CDBG AMB GRANT SUPPLIES	32,957.36
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CAPITAL PROJECTS

IMPROVEMENT DISTRICT PROJECTS

TALISMAN CONSTRUCTION SERVICES, INC	CIVIC CENTER FAÇADE	152,150.33
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ENTERPRISE FUNDS

STORM DRAIN

WESTERN MUNICIPAL CONSTRUCTION	OF 1463.1 VALERIA WAY 4 STORM DRAIN REPL PH 2	175,697.97
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INTERNAL SERVICES FUND

HEALTH & BENEFITS

BCBS HEALTH CARE SERVICE	BCBS HEALTH CARE AUG 2021	545,158.69
SUN LIFE FINANCIAL	SUN LIFE DENTAL & VISION AUG 2021	41,857.25
SUN LIFE FINANCIAL	SUN LIFE DENTAL & VISION AUG 2021	41,576.97

INFORMATION TECHNOLOGY

DELL MARKETING LP	VIRTUAL SERVER & SAN REPLACEMENTS ERS	84,592.05
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CENTRAL GARAGE

TITAN MACHINERY INC	ELGIN WHIRLWIND SWEEPER	302,251.16
MOUNTAIN VIEW CO-OP	DIESEL / GASOLINE 282,954 GALLONS AT \$2.80/GALLON	27,562.69

TRUST AND AGENCY

PAYROLL CLEARING

STATE TREASURER	MONTANA TAXES	48,920.00
FIREFIGHTER RETIREMENT	FIREFIGHTER RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	52,688.56
STATEWIDE POLICE RESERVE FUND	POLICE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	68,788.31
PUBLIC EMPLOYEE RETIREMENT	PUBLIC EMPLOYEE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	135,004.14
US BANK	FEDERAL TAXES, FICA & MEDICARE	210,482.47

UTILITY BILLS

HIGH PLAINS LANDFILL	AUG 21 SANITATION COLLECTION	98,693.84
ENERGY KEEPERS	AUG 21 ELECTRIC CHARGES	74,880.00

CLAIMS OVER \$25000 TOTAL: \$ 2,291,472.94

CITY OF GREAT FALLS, MONTANA

COMMUNICATION TO THE CITY COMMISSION

DATE: October 5, 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	Great Falls Fire Rescue	Montana Disaster and Emergency Services	10/01/2021– 09/30/2023	\$40,000 (grant award) \$0.00 City match	State Homeland Security Program (SHSP) Grant Award 21HS-GF-HAZ (Federal Agreement #EMW-2021-SS- 00042) to maintain, update, repair and replace hazmat response equipment used for hazardous material response in Great Falls and around the state if activated as a state resource. (CR: 021621.8A)

B	Public Works – Environmental	T&M Properties and Development, LLC	Permanent	N/A	Maintenance Agreement to maintain stormwater Best Management Practices (BMPs) for the private stormwater treatment system associated with improvements for the Silverstone Apartments project/T&M Apartment Complex, Plat #4105 (N1/2 S10 T20N R3E)
C	Public Works – Environmental	Two Thirty Properties, LLC	Permanent	N/A	Maintenance Agreement to maintain stormwater BMPs for the private stormwater treatment system associated with improvements for the Northern Montana Oral Surgery Center project (Lots 1&2 of Block 2 of Forest Glen South Business Park – SE1/4 S18 T20N R4E)
D	Public Works – Environmental	Citizens Alliance Bank	Permanent	N/A	Maintenance Agreement to maintain stormwater BMPs for the private stormwater treatment system associated with improvements for the Citizens Alliance project (Lot 3 of COS 5113; S2 T20N R3E) (OF 1488.4)
E	Public Works – Environmental	Great Falls 8 RE LLC	Permanent	N/A	Maintenance Agreement to maintain stormwater BMPs for the private stormwater treatment system associated with improvements for the Tommy’s Car Wash project (Amended Plat of Lots 1-10 & Lots 24-26, Block 1, Replat of Lincoln Heights Addition – NE ¼ NE1/4 S18 T20N R4E)

<p>F</p>	<p>Public Works – Environmental</p>	<p>Great Falls Clinic Legacy Foundation</p>	<p>Permanent</p>	<p>N/A</p>	<p>Maintenance Agreement to maintain stormwater BMPs for the private stormwater treatment system associated with improvements for the Harold & Carmen Poulsen Legacy Housing project (Lot 1-A1-2 of Amended Plat of Lot 1-A1, Block 1 First Addition to Great Falls Clinic Addition – NW1/4 S17 T20N R4E)</p>
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Commission Meeting Date: October 5, 2021
CITY OF GREAT FALLS
COMMISSION AGENDA REPORT

Item: Construction Final Pay: Southside Side Water Main Replacements – Phase I, O. F. 1648

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 Southside Water Main Replacements - Phase I to Central Plumbing and Excavation in the amount of \$21,742.47, and \$219.62 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:

Four bids were received and opened for this project on March 24, 2021. Bids ranged from \$569,485.00 to \$769,495.00. Central Plumbing and Excavation submitted the low bid of \$569,485.00. The City Commission awarded the contract to Central Plumbing and Excavation on April 6, 2021. Substantial completion was achieved on August 12, 2021, and Central Plumbing and Excavation has completed all work and punch list items.

Background:

The project was necessary to replace water mains that had been failing with increasing frequency, causing damage to property, roadways, disrupting traffic and water service to local residents and businesses.

This project replaced 2,026 lineal feet of existing 6-inch and 8-inch cast iron and ductile iron water main with 8-inch PVC water main, replaced 1 fire hydrant; 54 water service connections; 2,138 square yards of gravel; and 2,887 square yards of asphalt pavement. Project locations included:

- 6th Avenue South from 9th Street to 10th Street.
- 8th Avenue South from 9th Street to 10th Street.
- 9th Avenue South from 10th Street to 12th Street.

- 12th Street from 9th Avenue South to 10th Avenue South.

The City can accept the project and execute Final Payment. The two-year warranty period started at the time of substantial completion, which was August 12, 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 \$515,241.85 which is \$54,243.15 less than the total contract amount. The lack of miscellaneous work, minimal type II bedding, and import material contributed the lower final contract amount.

Liquidated damages of \$400.00 per day were assessed on this project. Contract time was exceeded by 10 days. Liquidated damages totaling \$4,000.00 have been deducted from the final pay application which also contributed toward the lower final project cost.

Alternatives:

The City Commission could vote to deny final pay.

Attachments/Exhibits:

Final Pay

Project location maps

APPLICATION FOR PAYMENT NO. FINAL

To: City of Great Falls (OWNER)
 From: Central Plumbing, Heating and Excavation, Inc. (CONTRACTOR)
 Contract: Southside Water Main Replacement – Phase I, O. F. 1648
 Project: Water Main Replacement
 OWNER's Contract No. _____ ENGINEER's Project No. PW352102
 For Work accomplished through the date of: September 20, 2021


1.	Original Contract Price:	\$	<u>569,485.00</u>
2.	Net change by Change Orders and Written Amendments (+ or -):	\$	<u>0.00</u>
3.	Current Contract Price (1 plus 2):	\$	<u>569,485.00</u>
4.	Total completed \$ _____ and stored \$ _____ to date:	\$	<u>515,241.85</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>515,241.85</u>
7.	Less previous Applications for Payments:	\$	<u>493,279.76</u>
8.	Gross Amount Due this application: (6 minus 7):	\$	<u>21,962.09</u>
9.	Less 1% State Gross Receipts Tax:	\$	<u>219.62</u>
10.	DUE THIS APPLICATION (8 MINUS 9):	\$	<u>21,742.47</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 September 21, 2021 _____ Central Plumbing, Heating and Excavation, Inc.

 By:  _____
 CONTRACTOR

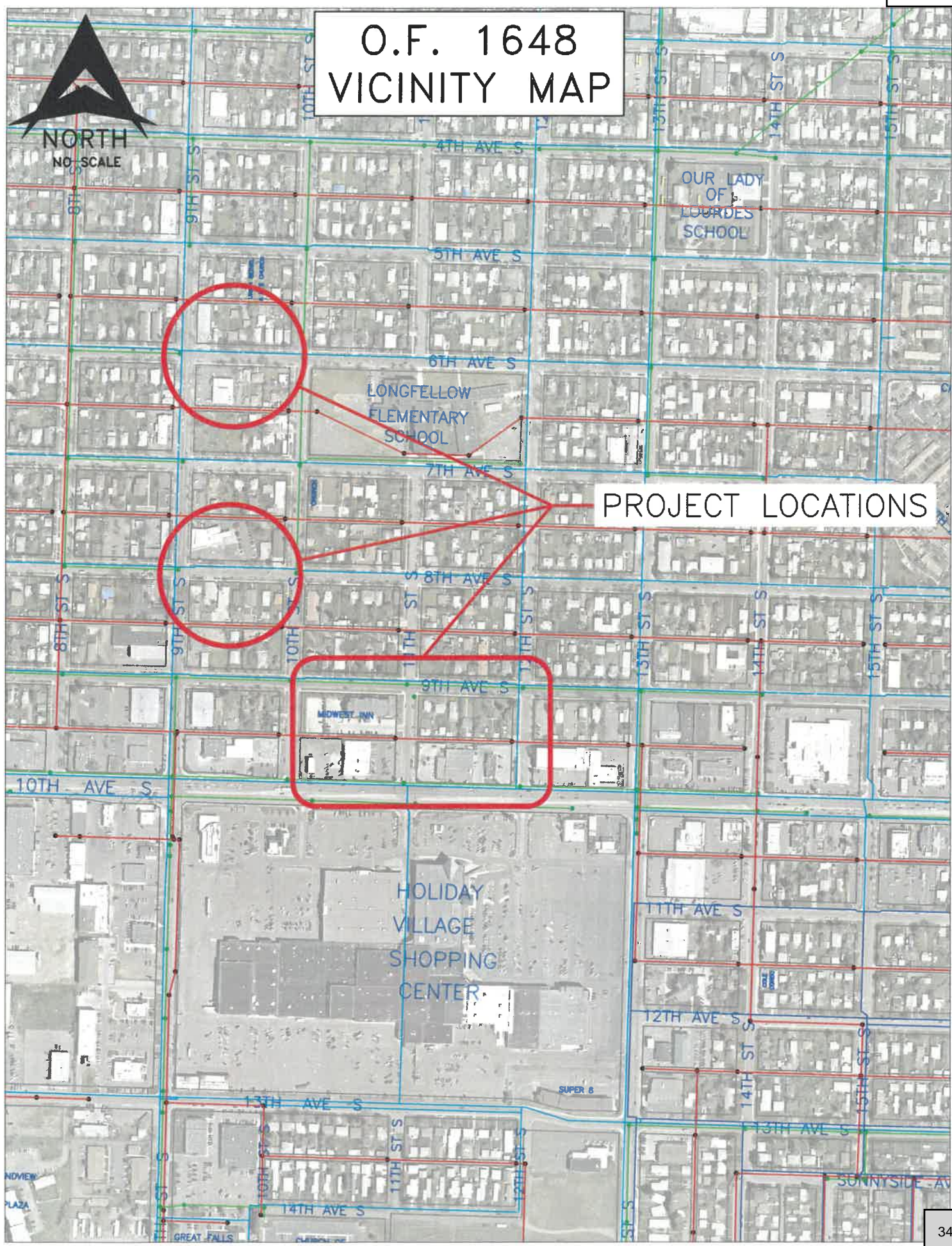
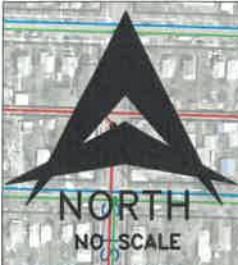
Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated SEPTEMBER 22, 2021 _____ City of Great Falls

 By:  _____
 ENGINEER

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. 1648 VICINITY MAP



PROJECT LOCATIONS



Commission Meeting Date: October 5, 2021
CITY OF GREAT FALLS
COMMISSION AGENDA REPORT

Item: Interlocal Agreement Cascade County Fire Districts

From: Jeremy M. Jones, Fire Chief

Initiated By: Jeremy M. Jones, Fire Chief

Presented By: Jeremy M. Jones, Fire Chief

Action Requested: Approve Interlocal Agreement between Cascade County and the City of Great Falls for Emergency Fire and Medical Services.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/not approve) the Interlocal Agreement between Cascade County and the City of Great Falls for Emergency Fire and Medical Services for the term October 1, 2021 to September 30, 2023, and authorize the City Manager to execute the agreement.”

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

Staff Recommendation: Staff recommends that the City Commission approve the Interlocal Agreement with Cascade County for Great Falls Fire Rescue to provide Fire Protection and Emergency Medical Services, from October 1, 2021, to September 30, 2023, according to the terms of the Interlocal Agreement as approved and signed by the Cascade County Commissioners.

Summary: For more than 30 years, Cascade County has contracted with the City of Great Falls to provide fire and emergency medical services to 16 designated fire districts located outside the City limits. The citizens residing within the fire districts are assessed taxes for this service according to Sections 7-33-2107 and 7-33-2125 of the Montana Code Annotated. Last year the City received approximately \$227,066.91 in revenue to provide this service. Fire and EMS services were not only prompt and efficient, they reduced insurance rates for citizens in the districts. The attached contract was not significantly changed during the 2018-2021 contract period and there are still 16 fire districts being served by Great Falls Fire Rescue.

Background: This Interlocal Agreement with Cascade County will be approved by the County Commissioners for the period of October 1, 2021 through September 30, 2023. The Interlocal Agreement provides for the proceeds from the Rural Fire Control Special District Levy for fire and medical services, computed to the maximum allowed by Section 15-10-420 of the Montana Code Annotated to be paid to the City of Great Falls. Payments shall be in two equal installments due on or before December 15th, and

June 15th, of each contract year. Cascade County is allowed to contract for these services under Sections 7-33-2107 and 7-33-2125, MCA.

Workload Impacts:

Great Falls Fire Rescue has provided fire and emergency medical services to these areas for over 30 years. Based in their proximity to the City limits and the low frequency of calls, continued service will not degrade service within the City. On average, Great Falls Fire Rescue responds to an approximate 100 service calls annually in the Fire Districts.

Fiscal Impact:

It is projected the City will receive approximately \$227,000 per year in revenue. Based on numerous variables, it would be hard to calculate the exact cost of providing these services. However, Staff estimates that the City's cost to provide emergency services should not exceed the revenue collected.

Alternatives: The City Commission could choose to decline to provide Fire and EMS services under the terms of this agreement. Responsibility for fire protection would return to Cascade County who would make assignments for fire protection to one of the existing rural volunteer fire departments. This alternative, if selected, would likely place considerable hardship and risk on many of the residences currently covered under this agreement.

Concurrences: Cascade County Commissioners, City and County Attorneys, and the Finance Department.

Attachments/Exhibits:

Interlocal Agreement 2021

INTERLOCAL AGREEMENT

Between *Cascade County* and the *City of Great Falls*
For Emergency Fire and Medical Services

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

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

WHEREAS, the County of Cascade (hereinafter referred to as “County”) and the City of Great Falls (hereinafter referred to as “City”) constitute public agencies pursuant to § 7-11-103, MCA; and

WHEREAS, the City has a fire department which is permanently organized, equipped, and staffed for continuous operations; and

WHEREAS, the City fire department’s operational capacity is adequate to provide emergency fire and medical services to both the City and adjacent areas; and

WHEREAS, the County has created, and may additionally create, fire districts in accordance with §7-33-2101 through 7-33-2104, MCA; and

WHEREAS, the fire district boundaries are maintained in the office of the City of Great Falls Information Technology Mapping Department, 2 Park Drive South, Room 5, Great Falls, MT. District boundaries can also be viewed at the Great

Falls Fire Stations 1-4. For the purposes of this Agreement, the term “Fire Districts” shall mean the established Fire Districts numbered as follows:

- 18
- 24
- 25
- 27
- 28
- 29
- 32
- 33
- 35
- 36
- 37
- 40
- 42
- 43
- 45
- 48

WHEREAS, § 7-33-2104, MCA, provides that whenever the Board of County Commissioners shall have established a Fire District in any unincorporated territory, town or village, said Commissioners:

- (1) may contract with a city, or private fire company to furnish fire protection for property within said district; or,
- (2) shall appoint five qualified trustees to govern and manage the affairs of the fire district; and

WHEREAS, the County has chosen to directly contract fire services for such Fire Districts, rather than create a Board of Trustees; and

WHEREAS, § 7-33-2109, MCA, provides that, at the time of the annual levy of taxes, the Board of County Commissioners may levy a special tax upon all property within such district for the purpose of paying to a city, town, or private fire service the consideration provided for in any contract with the council of such city, town, or private fire service for the purpose of furnishing fire protection service to property within such district.

NOW, THEREFORE, pursuant to the Act and in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the undersigned parties hereby agree as follows:

1. Purpose and Scope of the Agreement.

Pursuant to §7-11-105(3) and 7-11-105(8), MCA, the purpose and scope of this Agreement is for the City to provide emergency fire and medical services for the Fire District areas enumerated hereinabove, provided that in the event that calls for service exceed available resources, the City reserves the authority to prioritize its response. Time is of the essence.

2. Duties and Responsibilities.

The City shall provide the following services to Cascade County's Fire District areas enumerated hereinabove:

- a. Emergency medical response;
- b. Fire inspection of business buildings when requested by business owners;
- c. Origin and cause investigation, when required; and,
- d. Fire suppression for all property including, but not limited to, buildings and structures, crops and personal property.

The City and County may extend this Agreement to additional Fire Districts by mutual agreement, executed through written Agreement addendums. Such addendums shall specify the new Fire Districts and additional compensation, if any, to be paid by the County for such service.

3. Duration and Termination.

Pursuant to § 7-11-105(1) and 7-11-105(5), MCA, as from time to time amended, this Agreement, upon execution by the duly authorized representative of the City and County, shall commence October 1, 2021, and shall continue in full force and effect through September 30, 2023.

Either party hereto may cancel said Agreement on September 30th of any year by giving sixty (60) days written notice to the other party.

4. Contract Sum.

Pursuant to § 7-11-105(4), MCA, County shall pay City proceeds from the Rural Fire Control Special District Levy for emergency fire and medical services. The levy shall be computed at the maximum allowed by § 15-10-420, MCA, floating mill authorization. This mill was 95.40 mills in fiscal year 2020/2021. The County shall provide the number of such mills levied in each subsequent year of this agreement to City by September 30th. Payments shall be in two equal installments due on or before December 15th and June 15th of each year this Agreement is in effect.

5. Separate Legal Entity.

Pursuant to § 7-11-105(2), MCA, nothing in this Agreement shall be construed to create an agency, partnership, joint venture or employee relationship between the parties. The parties, by virtue of this Agreement, shall have no right, power or authority, except as expressly provided for by law, to act or create any obligation, express or implied, on behalf of the other party. Further, pursuant to § 7-11-105(6), MCA, there shall be no administrator or joint board responsible for administering the terms of this Interlocal Agreement.

6. Ownership of Assets.

Pursuant to § 7-11-105(7), MCA, and at all times relevant to this Agreement, all equipment and other property used by the City to execute this Agreement shall remain the exclusive property of the City.

7. Hold Harmless and Indemnification.

Subject to the limitations of MCA § 2-9-108, the City shall protect, defend, indemnify, and hold harmless the County from and against any and all manner and form of liability, damages, claims, claims for damages, demands, causes of action, or expenses, including interest, of any nature or description resulting from or arising out of or in connection with the City's intentional or negligent acts and omissions in the performance and provision of emergency fire, medical, and other specified

services, including, but not limited to, the City’s response to and return from scenes of emergency incidents pursuant to and in accordance with the terms of this Agreement. Nothing herein shall be construed as an agreement by the City to release, indemnify or hold harmless the County, its official agents or employees from liability for damage or injury to persons or property caused by the negligence, carelessness, or intentional acts of County, its officials, agents or employees unless said officials, agents or employees are acting under the direction or control of the City.

8. Notice.

All notices required to be provided shall be given in writing, addressed to the respective parties’ authorized representatives as designated herein, and delivered personally or by U.S. mail. For purposes of this Agreement, written notice shall be deemed to have been duly served: (1) in the case of personal delivery, on the date indicated upon a written receipt issued by the recipient; (2) in the case of unregistered and uncertified U.S. mail, three business days following the listed date of the notice or the date of the postmark, whichever is later; and (3) in the case of registered or certified mail, the date indicated on the return receipt.

9. Authorized Representatives.

The City and County shall each designate a representative authorized to receive all agreement communications and notices and who shall be authorized and responsible to take action necessary for the execution and administration of this agreement. Except as otherwise designated in writing by the respective parties, the authorized representatives of the parties are:

Cascade County
Board of Cascade County Commissioners
325 2nd Avenue North, Room 111
Great Falls, MT 59401

City of Great Falls
Gregory T. Doyon, City Manager
P.O. Box 5021
Great Falls, MT 59403

10. Amendment.

This Interlocal Agreement may not be amended, except by written agreement of the undersigned parties in conformance with the requirements of the Act.

11. Attorney Fees, Costs and Venue.

In any judicial action to enforce or interpret the terms of this Interlocal Agreement, each party shall be responsible for its own costs of suit and attorney fees. Venue for any judicial action shall be in the District Court in and for the Eighth Judicial District, Cascade County, Montana.

12. Severability.

If any term of this Agreement should hereafter be declared void or becomes unenforceable by operations of law, all other terms of this Agreement shall continue to be effective unless the void or unenforceable terms materially affects the ability of the governing body to carry out the essential purpose set forth in ¶1 of this Agreement.

13. Merger.

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

14. Assignment.

The parties mutually agree that there will be no assignment, transfer or subcontracting of the Agreement or any interest therein, unless agreed to by the parties, in writing, as provided for ¶10 in of this Agreement.

15. Binding on Successors.

This Agreement shall be binding on County and City and all of its successors and assigns, including any successor in interest.

16. Time is of the Essence.

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

Assent. Pursuant to § 7-11-104, MCA, the undersigned parties hereby authorize, approve and execute the terms of this Interlocal Agreement.

CONTRACT
21-146

DATED this ____ day of _____, 2021.

CITY OF GREAT FALLS

Gregory T. Doyon, City Manager

ATTEST:

(SEAL OF THE CITY)

Lisa Kunz, City Clerk

*** APPROVED AS TO FORM:**

Sara R. Sexe, City Attorney

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

DATED this 14th day of September, 2021.

**BOARD OF COUNTY COMMISSIONERS,
CASCADE COUNTY**



Joe Briggs, Chairman



James L. Larson, Commissioner

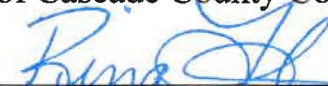


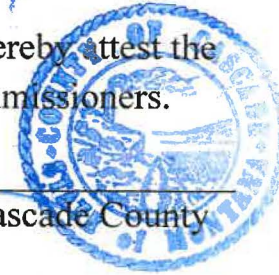
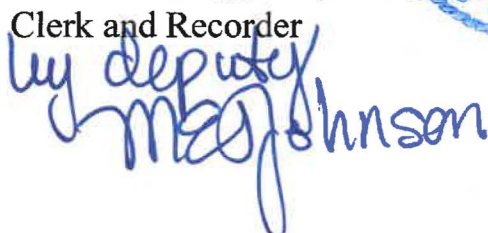
Don Ryan, Commissioner

ATTEST:

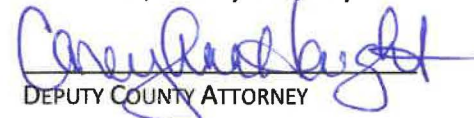
On this 14th day of September, 2021, I hereby attest the above-written signatures of the Board of Cascade County Commissioners.

(SEAL)



Rina Fontana Moore, Cascade County
Clerk and Recorder



* APPROVED AS TO FORM:
Josh Racki, County Attorney



DEPUTY COUNTY ATTORNEY

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



Commission Meeting Date: October 5, 2021

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Lease of City Owned Property located at 600 1st Ave S.W. with Boys and Girls Club of Cascade County

From: Park and Recreation

Initiated By: Boys and Girls Club of Cascade County

Presented By: Steve Herrig, Park and Recreation Director

Action Requested: Conduct a public hearing for the lease of City Owned Property located at 600 1st Ave. S.W. for October 5, 2021 and approve the lease agreement.

Public Hearing:

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

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/ not approve) the lease of City Owned Property located at 600 1st Ave. S.W. between the City of Great Falls and the Boys and Girls Club of Cascade County.”

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

Approval of the lease will require a four-fifths (4/5) vote of all the members of the City Commission.

Staff Recommendation:

Staff recommends that the City Commission conduct a public hearing and approve a lease agreement with the Boys and Girls Club of Cascade County the property located at 600 1st Ave S.W.

Background:

The property (formerly referred to as the Westside Community Center) is an 8,693 square foot masonry building located at the southwest corner of the intersection of Sixth Street Southwest and First Avenue Southwest. The legal description of the property is Lot 6 and 7, Block 575, Fifth Addition to Great Falls, Cascade County, Montana.

The proposed lease with the Boys and Girls Club of Cascade County is for five (5) years, September 1, 2021 through August 31, 2025. The rental is one dollar (\$1.00) for the term of the lease. The Boys and Girls Club of Cascade County is responsible for improvements, repairs and maintenance of the facility.

The Boys and Girls Club was granted a lease for the Westside Community Center in 1999 for the term of ten years beginning June 15, 1999 through June 14, 2010. In addition, the Boys and Girls Club was granted first option to purchase the property at a fair market value to be determined by an independent appraisal. The rental rate was established at Two Hundred Dollars (\$200) per month for the first two years of the agreement, with incremental increases thereafter. Beginning December of 2006, the City agreed to waive the rental fee. The lease was renewed in 2013 for five years for \$1 for the term of the lease.

As required by Title 3, Chapter 4, OCCGF, before final consideration of a lease of City property, the City Commission shall hold a public hearing. Bids were not solicited for this lease since City ordinance provides an exception "where the use is to continue for a public purpose and the same is subject to a revision to the City should use ever be changed to any other purpose". Approval of the lease will require a four-fifths (4/5) vote of all the members of the City Commission.

Fiscal Impact:

If the lease is not approved, the City will be responsible for repairs and maintenance of the building.

Concurrences:

During their September meeting the Park and Recreation Advisory Board recommended approval of the lease agreement.

Alternatives:

The alternative would be to not approve the lease agreement as presented and potentially displace the Boys and Girls Club youth program.

Attachments/Exhibits:

Boys and Girls Club Lease Agreement

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2021, by and between Boys and Girls Club of Cascade Country, whose business address is P.O. Box 652, 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 600 1st Ave SW, Great Falls, Montana. Legal Description of property is Lot 6 and 7, Block 575, Fifth Addition of Great Falls, Cascade County, Montana (hereinafter referred to as the "Property"), for the purpose of conducting activities and administration of a non-profit organization (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 September 1, 2021 and expiring August 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 (\$1.00), and other valuable consideration, for the term of this lease. 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 **Sonya Smith, Executive Director**; and the contact for the City is **Steve Herrig, Park and Recreation Director**.

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, 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 shall not assign or transfer this Use Permit or sublet any portion thereof without the written consent of the City.

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 Use Permit.

Lessee shall pay for the use and maintenance of utility services on the premises, including but not limited to gas, electricity, sanitation, water and telephone.

Lessee shall provide custodial services or contract with a professional custodial company to insure the entire area is cleaned on a daily basis. If facilities are not cleaned to acceptable standards, the City may have the facilities cleaned and charge the Lessee the entire cost.

Lessee shall 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 property in a functional condition, inspect facilities on a regular basis to determine any hazardous conditions which may exist, and take immediate action to correct such conditions if they exist.

The City hereby covenants and agrees that if during the term of this agreement, Lessee makes substantial repairs to the roof at its cost, and keeps the roof in a good state of repair and acceptable condition, and the City terminates the Use Agreement during the term of this agreement, the City will reimburse Lessee for a pro rata share of the reasonable costs of roof repairs or replacement.

Lessee will be responsible for all repair and maintenance of the HVAC system. The Lessee will enter into a maintenance agreement with a qualified company to perform inspections and maintenance of the roof top units/HVAC system.

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.

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

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.

CITY OF GREAT FALLS

Gregory T. Doyon, Manager

ATTEST

Lisa Kunz, City Clerk

APPROVED FOR LEGAL CONTENT*

Sara R. Sexe, City Attorney

*By law, the City Attorney may only advise or approve contract or legal document language on behalf of the City of Great Falls, and not on behalf of other parties. Review



Commission Meeting Date: October 5, 2021

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Final Plat for West Ridge Phase IX, legally described as Peretti Addition Tract 2, located in the SE ¼ Section 26, Township 21 North, Range 3 East, PMM, City of Great Falls, Cascade County, MT

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

Initiated By: S & L Development

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

Action Requested: Approval of West Ridge Phase IX Final Plat

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/deny) the final plat of West Ridge Phase IX as legally described in the Staff Report, and the accompanying Findings of Fact, subject to the Conditions of Approval being fulfilled by the applicant.”

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

Staff Recommendation: Staff recommends approval of the final plat with conditions.

Conditions of Approval:

1. **General Code Compliance.** The proposed project shall be developed consistent with the conditions in this report, and all codes and ordinances of the City of Great Falls, the State of Montana, and all other applicable regulatory agencies.
2. **Recorded Plat.** The applicant is required to record a Final Plat of the subject property which shall incorporate corrections of any errors or omissions noted by Staff.
3. **Utilities.** The final as-built record drawings for public improvements for the subject property shall be submitted to the City Public Works Department. Additionally, the Owner shall be responsible for creating a permanent stormwater facility that will be privately owned and maintained and will be required to be sized with each phase based on the drainage area, including the public rights-of-way. Alterations to the facility may be required through each phase based on this requirement.
4. **Land Use & Zoning.** Except as provided herein, development of the property shall be consistent with allowed uses and specific development standards for this PUD Planned unit development district designation.

5. **Fees.** The applicant is required to pay all fees specified in the Supplement Improvement Agreement, including the Storm Drain Fee, Sanitary Sewer Lift Station Fee, and the Park Fee (for both Phase VIII and IX).
6. **Subsequent modifications and additions.** If, after establishment of townhomes, the owner proposes to expand or modify the use, buildings, and/or structures, the Director of Planning and Community Development shall determine in writing if such proposed change would alter the finding for one or more review criteria . If such proposed changes would alter a finding, the proposal shall be submitted for review as a new development application. If such proposed change would not alters a finding, the owner shall obtain all other permits as may be required.

Background: The subject property is located between 2nd Street Northeast and 4th Street Northeast, and will be a continuation of Choteau Avenue Northeast. The property is 7.69 acres and will consist of another phase of West Ridge Addition. The proposal is for Phase IX, of an originally proposed eleven phase development that has been and will be platted over a number of years. The City Commission approved the annexation of the whole property, assigning R-3 single-family high density zoning on August 18, 2015. At the request of the applicant, the Commission further approved the rezone of the property to Planned Unit Development (PUD) on February 21, 2017 to give the applicant the ability to construct 2-unit townhomes.

Since West Ridge, Phase VIII was approved by the City Commission in 2018, further platting of the development halted due to issues related to storm water management. The original 2015 annexation agreement called out for the City, the West Ridge development, and the adjacent Thaniel Addition development to partner on the funding and installation of a regional storm water facility on a nearby property northwest of the two developments. However, the developers had concerns regarding the cost of such a facility and eventually made the decision to propose a private, on-site facility in lieu of participating in the construction of a regional storm water facility. City staff accepted this alternative approach, and this led to the applicant submitting a Preliminary Plat request for the West Ridge, Phase IX project earlier this year. The Preliminary Plat request was approved by the Planning Advisory Board on May 25, 2021. The City Commission approved the request on July 6, 2021. Since that time, the applicant received an infrastructure permit approval to initiate construction of the public utility and street network. The applicant is now ready to plat the subdivision and start selling lots for future single family home and townhome construction.

Final Plat Request: The applicant is proposing to proceed with Phase IX of West Ridge Addition which will include townhomes, as well as single family homes. This phase would create 28 new lots. The lots on the plat range from 10,656 – 10,662 square feet on the western portion, and 8,420 – 8,446 square feet on the eastern portion. The proposed lot standards are consistent with R-3 zoning district requirements as well as the PUD that was added to the development in 2017.

The basis for decision to approve, conditionally approve, or deny a proposed subdivision is whether the subdivision application, preliminary plat, applicable environmental assessment, public hearing, planning board recommendations, or additional information demonstrate that development of the proposed subdivision meets the requirements of 76-3-608 MCA. The governing body shall issue written findings of fact that weigh the criteria in of 76-3-608 (3) MCA, which are attached as Findings of Fact – Subdivision.

Improvements:

Roadways

Phase IX will be connected to existing City roadways by extending Choteau Avenue Northeast and 4th Street Northeast. These roadways are being constructed to the City's typical 35 foot wide standard. All of the proposed 60 foot wide rights-of-way will be set up for boulevard style sidewalks for homeowners to construct as the lots are sold, and will connect to the existing sidewalk system to continue to build out the sidewalk network. No changes to the road or sidewalk network are being proposed with this application.

When Phases VII – XI were reviewed for the rezone from R-3 to PUD, it was determined that the increase in lots for the subdivision would not have a significant impact on traffic in this area, or the existing transportation network. The approved roadway layout will have sufficient capacity to accommodate traffic generated by the proposed increase in density.

Utilities

Service for the proposed 28 lots includes the extension of existing 8 inch sewer and water mains that currently serve West Ridge, Phase VIII. The on-site improvements required for the development of the subject property are being installed as shown on the final construction plans that were submitted to, and approved by the Public Works Department. The on-site improvements shall include everything required to provide water, sanitary sewer, storm water management, and access including streets and sidewalks serving each proposed lot. These improvements are being installed at the Owner's expense in accordance with the requirements of the OCCGF and the Supplement Improvement Agreement.

Storm Water Management

The Improvement Agreement for West Ridge Addition, Phases VII – XI, recorded with the Cascade County Clerk & Recorder's Office on September 3, 2015, record # R0311745 GFA, outlines the Owner's permanent and temporary storm water management requirements in Sections 12.4 and 20. As noted earlier, the Owner approached the City with a request to construct a private, permanent storm water detention pond onsite that will treat just the West Ridge Addition in lieu of the originally agreed upon plan to participate in the construction of the regional storm water facility. Per the Supplement Improvement Agreement, the Owner will be responsible for creating a permanent stormwater facility that will be privately owned and maintained and will be required to be sized with each phase based on the drainage area, including the public rights-of-way. Alterations to the facility may be required through each phase based on this requirement.

Fiscal Impact: The subject property has already been annexed, so services are already provided by the City, and the cost of infrastructure improvements are being covered by the Developer per the agreed upon terms of the Supplement Improvement Agreement. The subdivision provides an increase in lots, which increases the City's tax base and increases revenue. It should be noted that the City Public Works Department has expended approximately \$130,000 towards the regional storm water option originally planned in the 2015 Improvement Agreement. The City has not ruled out the eventual construction of a regional storm water facility in this area. Per the 2015 annexation agreement, The City has also invested over \$1.4 million towards a sewer lift station and force main that serves the West Ridge and Thaniel subdivisions. Per the agreement, the city will continue to be reimbursed for the investment as lots are brought to the market.

Alternatives: The City Commission could deny the final plat. For such action, the City Commission must provide separate Findings of Fact for the subdivision.

Concurrences: Representatives from the City's Public Works, Police, Park and Recreation, Legal and Fire Departments have been involved throughout the review and approval process for this project. In particular, there have been extensive discussions with Public Works staff on appropriate storm water management options to address the water quantity and quality impacts associated with further development of both the West Ridge and Thaniel subdivisions.

Attachments/Exhibits:

Final Plat – Phase IX

Findings of Fact – Subdivision

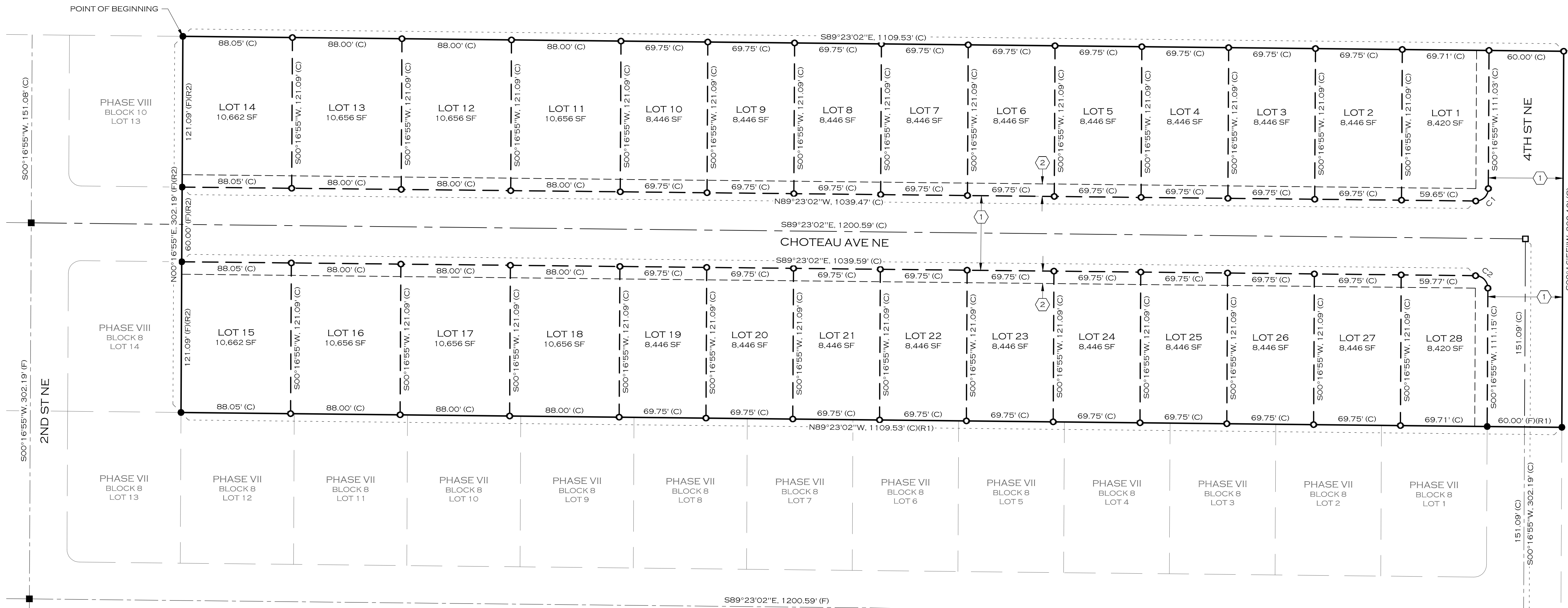
Aerial Map

Zoning Map

PLAT OF WEST RIDGE ADDITION, PHASE IX OF PERETTI ADDITION TRACT 2

OWNER OF RECORD:
WEST RIDGE DEVELOPMENT, INC.
SUBDIVIDER:
WEST RIDGE DEVELOPMENT, INC.
TOTAL SUBDIVISION AREA:
7.69 ACRES (GROSS & NET)

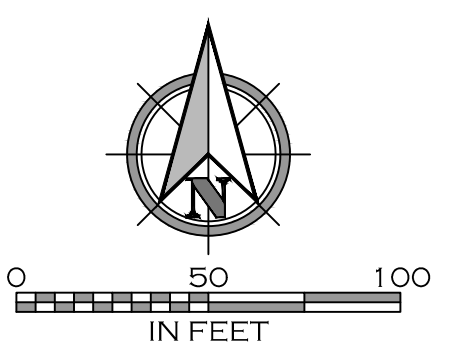
A MINOR SUBDIVISION OF PERETTI ADDITION TRACT 2, LOCATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 26, TOWNSHIP 21 NORTH, RANGE 3 EAST, P.M.M., CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA



- LEGEND
PHASE IX EXTERIOR BOUNDARY
PHASE IX LOT BOUNDARY
ROAD CENTERLINE PER THIS PLAT
EASEMENT AS DESCRIBED
ADJOINING PARCEL BOUNDARY
ROAD CENTERLINE PER WEST RIDGE ADDITION, PHASES VII & VIII
FOUND STREET MONUMENT MK'D 'KENDALL'
FOUND ALUMINUM CAP MK'D 'KENDALL 18576'
SET STREET MONUMENT MK'D 'KENDALL'
SET 3/4" X 24" REBAR WITH ALUMINUM CAP MK'D 'KENDALL 18576'
FOUND
CALCULATED OR SET
RECORD - PLAT OF WEST RIDGE ADDITION, PHASE VII
RECORD - PLAT OF WEST RIDGE ADDITION, PHASE VIII

CURVE TABLE
Table with 4 columns: CURVE #, RADIUS, LENGTH, DELTA.
C1: 10.00', 15.77', 090°20'03"
C2: 10.00', 15.65', 089°39'57"

- KEY NOTES:
1 60' ACCESS EASEMENT
2 10' UTILITY EASEMENT



BASIS OF BEARING: MONTANA STATE PLANE - 2500 GRID NORTH - GROUND DISTANCES
VERTICAL DATUM NAVD88

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

BY DIANE HEIKKILA, TREASURER CASCADE COUNTY
DATE

CERTIFICATE OF PUBLIC WORKS DIRECTOR
I, PAUL SKUBBINA, PUBLIC WORKS DIRECTOR FOR THE CITY OF GREAT FALLS, MONTANA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE ACCOMPANYING PLAT AND THE SURVEY THAT IT REPRESENTS, AND I FIND THE SAME CONFORMS TO THE REGULATIONS GOVERNING THE PLATTING OF LANDS AND TO PRESENTLY PLATTED ADJACENT LAND, AS NEAR AS CIRCUMSTANCES WILL PERMIT AND I DO HEREBY APPROVE THE SAME.

BY PAUL SKUBBINA, PUBLIC WORKS DIRECTOR CITY OF GREAT FALLS, MONTANA
DATE

CERTIFICATE OF GREAT FALLS PLANNING BOARD
WE, THE UNDERSIGNED, PETER FONTANA, PRESIDENT OF THE SAID GREAT FALLS PLANNING BOARD, GREAT FALLS, CASCADE COUNTY, MONTANA, AND CRAIG RAYMOND, SECRETARY OF SAID GREAT FALLS PLANNING BOARD, DO HEREBY CERTIFY THAT THE ACCOMPANYING AMENDED PLAT OF GREAT FALLS WATER POWER AND TOWNSITE COMPANY'S FIRST ADDITION, CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA, HAS BEEN SUBMITTED TO THE SAID GREAT FALLS PLANNING BOARD FOR EXAMINATION BY THEM AND WAS FOUND BY THEM TO CONFORM TO LAW AND WAS APPROVED AT A MEETING HELD ON THE DAY OF 2021.

BY DAVID BERTULSON CHAIR, GREAT FALLS PLANNING BOARD
DATE

BY CRAIG RAYMOND SECRETARY, GREAT FALLS PLANNING BOARD
DATE

CERTIFICATE DISPENSING WITH PARK OR PLAYGROUND
I, GREGORY T. DOYON, CITY MANAGER OF THE CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA, DO HEREBY CERTIFY THAT CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, FOUND THAT NO CASH DONATION OR DEDICATION OF ANY PARK OR PLAYGROUND IS REQUIRED IN THE PLAT OF WEST RIDGE ADDITION, PHASE IX OF PERETTI ADDITION TRACT 2, LOCATED IN THE CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA IN ACCORDANCE WITH SECTION 76-3-621(3), M.C.A.

BY GREGORY T. DOYON, CITY MANAGER CITY OF GREAT FALLS, MONTANA
DATE

CERTIFICATE OF ADEQUATE STORM WATER DRAINAGE & MUNICIPAL FACILITIES
I, GREGORY T. DOYON, CITY MANAGER OF THE CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA, DO HEREBY CERTIFY THAT ADEQUATE STORM WATER DRAINAGE AND ADEQUATE MUNICIPAL FACILITIES FOR THE SUPPLY OF WATER AND DISPOSAL OF SEWAGE AND SOLID WASTE ARE AVAILABLE TO THE ABOVE DESCRIBED PROPERTY, NAMELY THE SAID FACILITIES OF THE CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA, AND THIS CERTIFICATE IS MADE PURSUANT TO SECTION 76-4-127, M.C.A. AND UNDER THE PROVISIONS OF 76-4-125(1)(b), M.C.A., PERMITTING THE CLERK AND RECORDER OF CASCADE COUNTY, MONTANA TO RECORD THE ACCOMPANYING PLAT.

BY GREGORY T. DOYON, CITY MANAGER CITY OF GREAT FALLS, MONTANA
DATE

CERTIFICATE OF CITY COMMISSION
I, GREGORY T. DOYON, CITY MANAGER OF THE CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA, DO HEREBY CERTIFY THAT THIS PLAT OF WEST RIDGE ADDITION, PHASE IX OF PERETTI ADDITION TRACT 2 WAS DULY EXAMINED AND APPROVED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS AT ITS REGULAR MEETING HELD ON THE DAY OF 2021.

BY GREGORY T. DOYON, CITY MANAGER CITY OF GREAT FALLS, MONTANA
DATE

CERTIFICATE OF SURVEYOR
I, JAMES S. KENDALL, A LICENSED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I PERFORMED THE SURVEY SHOWN ON THE ATTACHED PLAT OF WEST RIDGE ADDITION, PHASE IX OF PERETTI ADDITION TRACT 2 LOCATED IN THE CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA. THAT SAID SURVEY IS TRUE AND COMPLETE AS SHOWN, AND THAT THE MONUMENTS FOUND AND SET ARE OF THE CHARACTER AND OCCUPY THE POSITIONS SHOWN THEREON. AS PER ARM 24.183, 11(1)(i)&(j); DUE TO PLANNED IMPROVEMENT INSTALLATION, THE MONUMENTS NOT IN PLACE AT THE TIME OF FILING, (AS DEPICTED IN THE LEGEND) WILL BE PLACED WITHIN 240 DAYS OF RECORDING THIS SURVEY.

BY JAMES S. KENDALL, PLS MONTANA LICENSE NO. 18576PLS
DATE

CERTIFICATE OF OWNERS
WE, THE UNDERSIGNED PROPERTY OWNERS, DO HEREBY CERTIFY THAT WE HAVE CAUSED TO BE SURVEYED AND PLATTED INTO BLOCKS, LOTS, EASEMENTS, AND STREETS AS SHOWN BY THE ATTACHED PLAT. THE TRACT OF LAND TO BE KNOWN AS THE PLAT OF WEST RIDGE ADDITION, PHASE IX, BEING A PORTION OF TRACT 2 OF PERETTI ADDITION, LOCATED IN THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SECTION 26, TOWNSHIP 21 NORTH, RANGE 3 EAST, PRINCIPAL MERIDIAN MONTANA, CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 13 OF BLOCK 10 OF WEST RIDGE ADDITION, PHASE VIII; THENCE, S89°23'02"E, A DISTANCE OF 1109.53 FEET TO A POINT ON THE EASTERLY BOUNDARY OF PERETTI ADDITION TRACT 2; THENCE, S00°16'55"W, A DISTANCE OF 302.19 FEET ALONG SAID BOUNDARY TO A POINT ALONG SAID BOUNDARY; SAID POINT ALSO BEING THE NORTHWEST CORNER OF WEST RIDGE ADDITION, PHASE VII; THENCE N89°23'02"W ALONG SAID BOUNDARY, A DISTANCE OF 1109.53 FEET TO A POINT; SAID POINT BEING THE SOUTHEAST CORNER OF LOT 14 OF BLOCK 8 OF WEST RIDGE ADDITION, PHASE VIII; THENCE, N00°16'55"E ALONG THE EASTERLY BOUNDARY OF WEST RIDGE ADDITION, PHASE VII, A DISTANCE OF 302.19 FEET TO THE POINT OF BEGINNING, CONTAINING 7.69 ACRES MORE OR LESS.

THE UNDERSIGNED, GRANTOR HEREBY DEDICATES, TO THE CITY OF GREAT FALLS, GRANTEE, THE PUBLIC STREETS AS SHOWN HEREON, WITHOUT LIMITATION, GRANTEE MAY OPERATE, MAINTAIN, REPAIR, AND REBUILD ROADS, DRAINAGE WAYS, RAMPS, SIDEWALKS, CURBS, GUTTERS, CUTS AND OTHER RELATED IMPROVEMENTS.

FURTHERMORE, THIS SURVEY IS EXEMPT FROM REVIEW BY THE DEPARTMENT OF ENVIRONMENTAL QUALITY PURSUANT TO SECTION 76-4-125(1)(b) M.C.A. TO WIT: "AS CERTIFIED PURSUANT TO 76-4-127, TO WIT: "(1) TO QUALIFY FOR THE EXEMPTION SET OUT IN 76-4-125(1)(b), THE CERTIFYING AUTHORITY SHALL SEND NOTICE OF CERTIFICATION TO THE REVIEWING AUTHORITY THAT ADEQUATE STORM WATER DRAINAGE AND ADEQUATE MUNICIPAL FACILITIES WILL BE PROVIDED FOR THE SUBDIVISION. FOR A SUBDIVISION SUBJECT TO TITLE 76, CHAPTER 3, THE CERTIFYING AUTHORITY SHALL SEND NOTICE OF CERTIFICATION TO THE REVIEWING AUTHORITY PRIOR TO FINAL PLAT APPROVAL."

FURTHERMORE, FEDERAL, STATE, AND LOCAL PLANS, POLICIES, REGULATIONS AND/OR CONDITIONS OF SUBDIVISION APPROVAL THAT MAY LIMIT THE USE OF THE PROPERTY, INCLUDING THE LOCATION, SIZE AND USE ARE SHOWN ON THE CONDITIONS OF APPROVAL SHEET OR AS OTHERWISE STATED.

FURTHERMORE, BUYERS OF PROPERTY SHOULD ENSURE THAT THEY HAVE OBTAINED AND REVIEWED ALL SHEETS OF THE PLAT AND ALL DOCUMENTS RECORDED AND FILED IN CONJUNCTION WITH THE PLAT AND ARE STRONGLY ENCOURAGED TO CONTACT THE LOCAL PLANNING DEPARTMENT AND BECOME INFORMED OF ANY LIMITATIONS ON THE USE OF THE PROPERTY PRIOR TO CLOSING.

FURTHERMORE, THE UNDERSIGNED HEREBY GRANTS UNTO EACH AND EVERY PERSON, FIRM, OR CORPORATION, WHETHER PUBLIC OR PRIVATE, PROVIDING OR OFFERING TO PROVIDE TELEPHONE, TELEGRAPH, ELECTRIC POWER, GAS, CABLE TELEVISION, WATER OR SEWER SERVICE TO THE PUBLIC, THE RIGHT TO THE JOINT USE OF AN EASEMENT FOR THE CONSTRUCTION, MAINTENANCE, REPAIR, AND REMOVAL OF THEIR LINES AND FACILITIES, IN, OVER, UNDER AND ACROSS EACH AREA DESIGNATED ON THIS PLAT AS "UTILITY EASEMENT" TO HAVE AND TO HOLD FOREVER.

WEST RIDGE DEVELOPMENT, INC.
STATE OF MONTANA)
COUNTY OF CASCADE) SS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS DAY OF 2021.

BY AUTHORIZED AGENT WEST RIDGE DEVELOPMENT, INC.

NOTARY PUBLIC, STATE OF MONTANA

WOITH ENGINEERING, INC. ENGINEERS & SURVEYORS
405 3RD STREET NW, SUITE 206 - GREAT FALLS, MT 59404 - 406-761-1955
3800 O'LEARY STREET, SUITE A - MISSOULA, MT 59808 - 406-203-9505
WWW.WOITHENG.COM
PRINCIPAL MERIDIAN MONTANA CASCADE COUNTY, MONTANA
WEI JOB#: 2104
DRAWN: CRH/RLO
QA: JSK
DATE: APRIL 5, 2021
FILENAME: PLAT.DWG
SHEET 1 OF 1

FINDINGS OF FACT – MONTANA SUBDIVISION AND PLATTING ACT

Final Plat of West Ridge Addition, Phase IX, of Peretti Addition Tract 2, located in the SE ¼ Section 26, Township 21 North, Range 3 East, PMM, City of Great Falls, Cascade County, MT

(PREPARED IN RESPONSE TO 76-3-808(3) MCA)

PRIMARY REVIEW CRITERIA:

Effect on Agriculture and Agricultural Water User Facilities:

The subject property was used for land crop production prior to annexation. The Improvement Agreement for West Ridge Addition, Phases VII – XI, recorded with the Cascade County Clerk & Recorder's office on September 3, 2015, record # R0311745 GFA, allowed current agricultural uses to continue on the portions of the subject property that are not being actively developed in Section 21. The Supplement to the Improvement Agreement for West Ridge Addition, which will supplement the original agreement, will also allow current agricultural uses to continue on the portions of the subject property that are not being actively developed. Agricultural use in the immediate vicinity has decreased due to residential development. There is not an agricultural water user facility in the area that the proposed development will impact. The subject property is in the City limits in a developing neighborhood, and the subdivision does not interfere with agricultural operations in the area.

Effect on Local Services:

Lots in the subdivision will receive service from extended public water and sewer mains through the proposed public rights-of-way from the existing mains from the previous phase. All service lines for water and sanitary sewer will be stubbed to the property line of all proposed lots. The City has installed a lift station and force main to provide sanitary sewer service to the overall West Ridge development and a larger surrounding area, including Thaniel Addition. To compensate the City for these improvements, the Owner will continue to pay the City, per the 2015 Improvement Agreement, a per lot proportional share for each remaining subdivision phase. The Owner is also responsible to pay a storm drain fee for each phase in the amount of \$250 per acre. The occupants of the residences within the subdivision will pay regular water and sewer charges.

This subdivision is receiving law enforcement and fire protection service from the City of Great Falls. The nearest fire station is +/-2 miles away from Phase IX. Phase IX includes the completion of Choteau Avenue from 2nd St NE to 4th St NE. This will create two points of access for emergency services that were not existing for this road previously. Providing these services to the subdivision is expected to be a manageable cost to the City, and increased tax revenues from improved properties will assist with increased costs.

The Owner agrees to construct roadways for each phase as required for circulation through the development. Design and installation shall be consistent with City standards and submitted plans approved by the City of Great Falls. Construction of Choteau Avenue and 4th St NE shall include curb and gutter. Boulevard style sidewalks will be the responsibility of individual property owners.

Because the subdivision is the latest phase of a previously approved development project and the proposed development will comply with all utility and roadway requirements, there are no negative impacts on local services.

Effect on the Natural Environment:

The subdivision is not expected to adversely affect soils or the water quality or quantity of surface or ground waters. Surface drainage from the subdivision primarily flows to the northwest of the subject property, with a smaller portion flowing due north. The original agreement for the West Ridge and Thaniel Additions required a regional stormwater detention facility to be constructed to serve the subdivisions. The Owner has approached the City to construct a permanent stormwater detention pond onsite that will be private to treat just the West Ridge Addition. Details on this facility have been included in the Supplement Improvement Agreement including requirements for the pond as well as the maintenance of the private facility. If the onsite facilities are designed, constructed, and maintained to address City requirements, erosion and flooding impacts to downstream properties will be minimized.

Effect on Wildlife and Wildlife Habitat:

The subdivision creates the northernmost edge of the City limits. There is existing development to the east and south, and this is not in an area of significant wildlife habitat beyond occasional grazing deer or migrating fowl. This subdivision will not result in closure of public access to hunting or fishing areas, nor to public lands.

Effect on Public Health and Safety:

Based on available information, the subdivision is not subject to abnormal potential natural hazards such wildfire, avalanches or rockslides; however, the drainage basin in which the subject property is located has experienced flooding in the past. Installation of effective storm drainage facilities as reviewed and approved by the City Public Works Department and MDEQ can prevent a reoccurrence of said flooding events.

REQUIREMENTS OF MONTANA SUBDIVISION AND PLATTING ACT, UNIFORM STANDARDS FOR MONUMENTATION, AND LOCAL SUBDIVISION REGULATIONS

The subdivision meets the requirements of the Montana Subdivision and Platting Act and the surveying requirements specified in the Uniform Standards for Monumentation, and conforms to the design standards specified in the local subdivision regulations. The local government has complied with the subdivision review and approval procedures set forth in the local subdivision regulations.

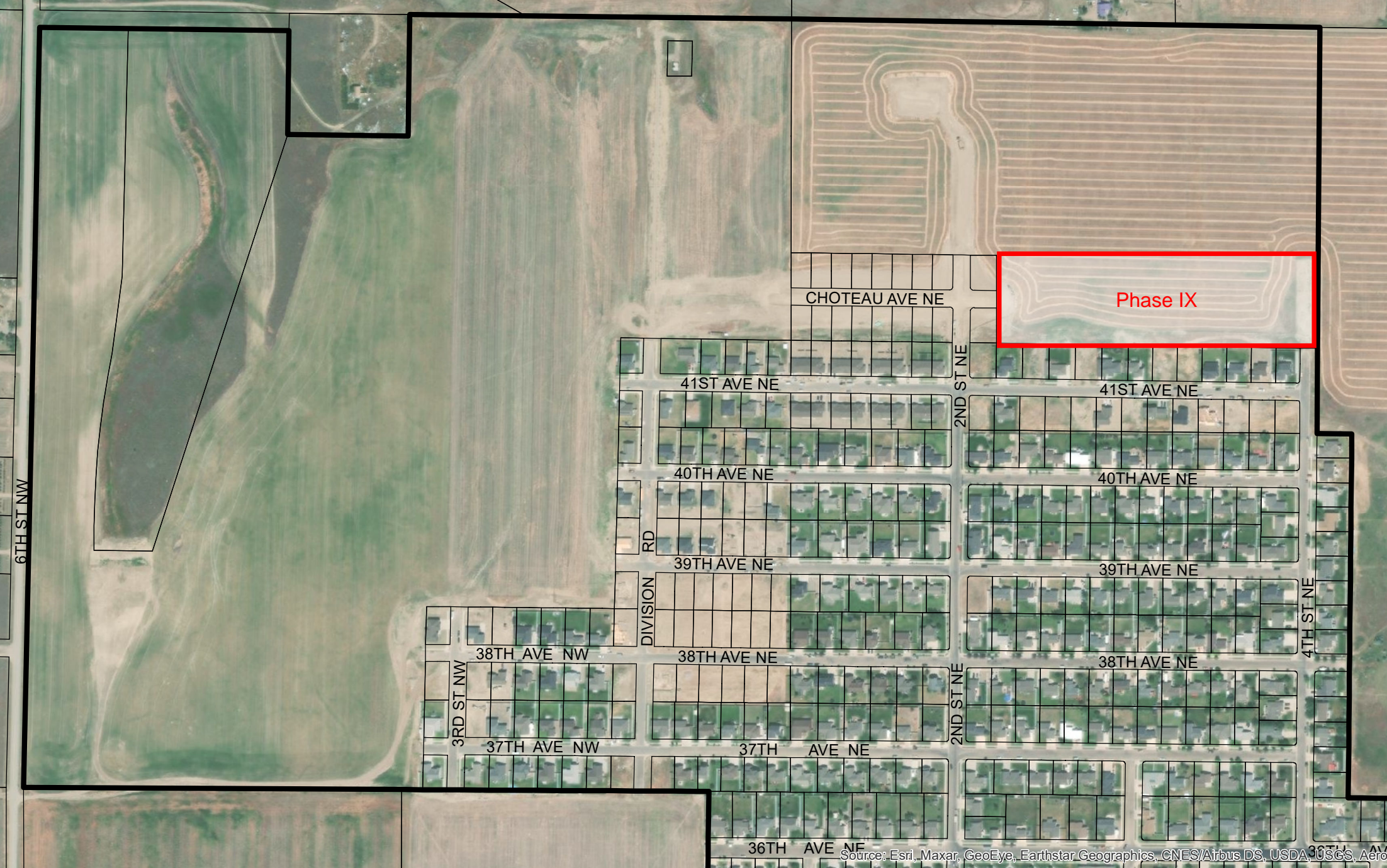
EASEMENT FOR UTILITIES

The developer shall provide necessary utility easement to accommodate water mains, sanitary sewer mains, storm water mains, and private utilities to serve all lots of the subdivision.

LEGAL AND PHYSICAL ACCESS

The grid pattern established by the adjacent neighborhoods and previous phases will be continued on to the subject property. The Owner agreed in a previous phase to the dedication and installation of

Choteau Avenue NE. This street as well as 4th St. NE are public right-of-ways maintained by the City of Great Falls after construction is completed and after final acceptance of the improvements by the City.



Phase IX

CHOTEAU AVE NE

41ST AVE NE

41ST AVE NE

40TH AVE NE

40TH AVE NE

39TH AVE NE

39TH AVE NE

38TH AVE NW

38TH AVE NE

38TH AVE NE

37TH AVE NW

37TH AVE NE

36TH AVE NE

2ND ST NE

4TH ST NE

DIVISION RD

2ND ST NE

6TH ST NW

3RD ST NW

