



**City Commission Meeting Agenda
2 Park Drive South, Great Falls, MT
Commission Chambers
June 16, 2020
7:00 PM**

UPDATES CONCERNING PROCESS OF MEETINGS

Due to the COVID-19 health concerns, the format of the City Commission meeting may be modified to accommodate Commission member attendance in person, via a remote location/virtual meeting method, or to appear telephonically. 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. Public participation is welcome in the following ways:

- Attend in person. Refrain from attending in person if you are not feeling well. The City will require social distancing at the meeting, and may limit the number of persons in the Commission Chambers according to applicable health guidelines.
- Provide public comments via email. Comments may be sent via email before 5:00 PM on Tuesday, June 16, 2020, to: commission@greatfallsmt.net. Include the agenda item or agenda item number in the subject line, and include the name and address of the commenter. Written communication received by that time will be shared with the City Commission and appropriate City staff for consideration during the agenda item and before final vote on the matter; and, will be so noted in the official record of the meeting.
- Call-in. The public may call in during specific public comment periods at [406-761-4786](tel:406-761-4786). All callers will be in a queued system and are asked to remain on hold and be patient. Calls will be taken in the order in which they are received. Callers will be restricted to customary time limits. We ask for your patience in the event there are technical difficulties.
- The agenda packet material is available on the City's website: <https://greatfallsmt.net/meetings>. The Public may view and listen to the meeting on government access channel City-190, cable channel 190; or online at <https://greatfallsmt.net/livestream>. Public comment will be taken during the meeting as indicated on the agenda with an asterisk.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL / STAFF INTRODUCTIONS

AGENDA APPROVAL

CONFLICT DISCLOSURE / EX PARTE COMMUNICATIONS

FIREFIGHTER OATHS

1. Firefighter Oaths: Keenan Watt and Kessler Leonard.

PETITIONS AND COMMUNICATIONS/NEIGHBORHOOD COUNCILS/BOARDS AND COMMISSIONS

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

2. Miscellaneous reports and announcements.

* Members of the public participating telephonically, please follow along with the City Commission meeting at <https://greatfallsmt.net/livestream> or on cable channel 190. The Mayor will announce Agenda Item 2. At that time call 406-761-4786. You will be placed in a queue until the City Clerk or Mayor calls on you to speak, at which time your line will be unmuted and you will be able to address the City Commission for up to three minutes, first giving your name and address for the record. You will be able to hear the meeting through the phone, so you should continue to follow along online or on your television. When it is your turn to speak, please mute your online or television audio to avoid time-delayed background noise/feedback through the phone, and do not use speakerphone when commenting.

CITY MANAGER

3. 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.

4. Minutes, June 2, 2020, City Commission Meeting.
5. Total Expenditures of \$2,733,384 for the period of May 16, 2020 through June 3, 2020, to include claims over \$5000, in the amount of \$2,494,829.
6. Contracts List.
7. Approve the corrected purchase amount of \$197,740 for one new Farber Super Duty model Bookmobile that was originally approved during the June 2, 2020 Commission meeting under agenda item #14.
8. Approve the Professional Services Agreement Amendment No. 2, increasing the agreement amount by \$7,625.00 between the City of Great Falls and Black and Veatch Corporation for engineering services on the Water Treatment Plant Facility Upgrades Project for a total fee not to exceed \$7,044,989.00, and authorize the City Manager to execute the Amendment.
9. Approve the purchase of 250 tons of Liquid Asphalt CRS-2P from Western States Asphalt, LLC of Butte for a total of \$128,500.
10. Award a contract in the amount of \$2,481,170.00 for the Base Bid and Bid Alternate-1 to United Materials for the Lower Northside Water Main Replacement and Street Reconstruction project and authorize the City Manager to execute the construction contract documents.
11. Reject all bids for the Park District Project for Irrigation Upgrades for Jaycee, Roosevelt, and Valleyview Parks and recommend staff re-advertise this project.
12. Setting a Public Hearing for proposed amendments to the 2019/2020 Annual Action Plan and Citizen Participation Plan

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

* Members of the public participating telephonically, please follow along with the City Commission meeting at <https://greatfallsmt.net/livestream> or on cable channel 190. After the motion is presented the Mayor will ask if there are any comments from the public pertaining to the consent agenda items 4-12. At this time call 406-761-4786. You will be placed in a queue until the City Clerk or Mayor calls on you to speak, at which time your line will be unmuted and you will be able to address the City Commission for up to five minutes, first giving your name and address for the record. You will be able to hear the meeting through the phone, so you should continue to follow along online or on your television. When it is your turn to speak, please mute your online or television audio to avoid time-delayed background noise/feedback through the phone, and do not use speakerphone when commenting.

PUBLIC HEARINGS

13. Tourism Business Improvement District (TBID) 2019/2020 Budget Amendment. *Action: Conduct a public hearing and approve the 2019/2020 Tourism Business Improvement District Budget Amendment in the amount of \$52,100. (Presented by Rebecca Engum)*

* Members of the public participating telephonically, please follow along with the City Commission meeting at <https://greatfallsmt.net/livestream> or on cable channel 190. After the staff presentation and motion is presented the Mayor will ask if there are any comments from the public pertaining to the agenda item 13. At this time call 406-761-4786. You will be placed in a queue until the City Clerk or Mayor calls on you to speak, at which time your line will be unmuted and you will be able to address the City Commission for up to five minutes, first giving your name and address for the record. You will be able to hear the meeting through the phone, so you should continue to follow along online or on your television. When it is your turn to speak, please mute your online or television audio to avoid time-delayed background noise/feedback through the phone, and do not use speakerphone when commenting.

14. Resolution 10347, Fixing the Ambulance Services Rates Pursuant to Title 8, Chapter 5, Section 250, of the Official Code of the City of Great Falls (OCCGF). *Action: Conduct a public hearing and adopt or deny Res. 10347. (Presented by Jeremy Jones and Justin Grohs)*

* Members of the public participating telephonically, please follow along with the City Commission meeting at <https://greatfallsmt.net/livestream> or on cable channel 190. After the staff presentation and motion is presented the Mayor will ask if there are any comments from the public pertaining to the agenda item 14. At this time call 406-761-4786. You will be placed in a queue until the City Clerk or Mayor calls on you to speak, at which time your line will be unmuted and you will be able to address the City Commission for up to five minutes, first giving your name and address for the record. You will be able to hear the meeting through the phone, so you should continue to follow along online or on your television. When it is your turn to speak, please mute your online or television audio to avoid time-delayed background noise/feedback through the phone, and do not use speakerphone when commenting.

15. Resolution 10348, a Conditional Use Permit for a “two-family residence” land use upon the property addressed as 4921 9th Avenue South. *Action: Conduct a public hearing and approve or deny Resolution 10348. (Presented by Craig Raymond)*

* Members of the public participating telephonically, please follow along with the City Commission meeting at <https://greatfallsmt.net/livestream> or on cable channel 190. After the staff presentation and motion is presented the Mayor will ask if there are any comments from the public pertaining to the agenda item 15. At this time call 406-761-4786. You will be placed in a queue until the City Clerk or Mayor calls on you to speak, at which time your line will be unmuted and you will be able to address the City Commission for up to five minutes, first giving your name and address for the record. You will be able to hear the meeting through the phone, so you should continue to follow along online or on your television. When it is your turn to speak, please mute your online or television audio to avoid time-delayed background noise/feedback through the phone, and do not use speakerphone when commenting.

OLD BUSINESS

NEW BUSINESS

16. Defense Critical Infrastructure Program (DCIP) Grant Application. *Action: Authorize or not authorize the City Manager to submit a proposal to the Defense Community Infrastructure Pilot Program (DCIP), to apply for assistance in the amount of \$10 million and acknowledge that the DCIP Grant will be matched by \$10 million from Park Maintenance District #1 revenues if awarded. (Presented by Greg Doyon)*

* Members of the public participating telephonically, please follow along with the City Commission meeting at <https://greatfallsmt.net/livestream> or on cable channel 190. After the staff presentation and motion is presented the Mayor will ask if there are any comments from the public pertaining to the agenda item 16. At this time call 406-761-4786. You will be placed in a queue until the City Clerk or Mayor calls on you to speak, at which time your line will be unmuted and you will be able to address the City Commission for up to five minutes, first giving your name and address for the record. You will be able to hear the meeting through the phone, so you should continue to follow along online or on your television. When it is your turn to speak, please mute your online or television audio to avoid time-delayed background noise/feedback through the phone, and do not use speakerphone when commenting.

ORDINANCES / RESOLUTIONS

17. Ordinance 3215, Repealing Title 17, Chapter 12, Article 3, and Ordinance 3216 Repealing Title 15, Chapter 1, Section 020 of the Official Code of the City of Great Falls (OCCGF), Pertaining to the Great Falls Design Review Board. *Action: Adopt or deny Ord. 3215 and Ord. 3216. (Presented by Sara Sexe)*

* Members of the public participating telephonically, please follow along with the City Commission meeting at <https://greatfallsmt.net/livestream> or on cable channel 190. After the staff presentation and motion is presented the Mayor will ask if there are any comments from the public pertaining to the agenda item 17. At this time call 406-761-4786. You will be placed in a queue until the City Clerk or Mayor calls on you to speak, at which time your line will be unmuted and you will be able to address the City Commission for up to five minutes, first giving your name and address for the record. You will be able to hear the meeting through the phone, so you should continue to follow along online or on your television. When it is your turn to speak, please mute your online or television audio to avoid time-delayed background noise/feedback through the phone, and do not use speakerphone when commenting.

18. Ordinance 3219, Assisting in Reducing or Eliminating Litigation Risk, to Title 15 Of The Official Code Of The City Of Great Falls (OCCGF), Pertaining To Buildings and Construction. *Action: Accept or not accept Ord. 3219 on first reading and set a public hearing for July 7, 2020. (Presented by Craig Raymond and Sara Sexe)*

* Members of the public participating telephonically, please follow along with the City Commission meeting at <https://greatfallsmt.net/livestream> or on cable channel 190. After the staff presentation and motion is presented the Mayor will ask if there are any comments from the public pertaining to the agenda item 18. At this time call 406-761-4786. You will be placed in a queue until the City Clerk or Mayor calls on you to speak, at which time your line will be unmuted and you will be able to address the City Commission for up to five minutes, first giving your name and address for the record. You will be able to hear the meeting through the phone, so you should continue to follow along online or on your television. When it is your turn to speak, please mute your online or television audio to avoid time-delayed background noise/feedback through the phone, and do not use speakerphone when commenting.

19. Resolution 10349, Amending Resolution 10299, Extending the Effective Period Thereof in which to complete the nuisance abatement of Certain Property located at 520 8th Avenue South. *Action: Adopt or deny Res. 10349. (Presented by Craig Raymond)*

* Members of the public participating telephonically, please follow along with the City Commission meeting at <https://greatfallsmt.net/livestream> or on cable channel 190. After the staff presentation and motion is presented the Mayor will ask if there are any comments from the public pertaining to the agenda item 19. At this time call 406-

761-4786. You will be placed in a queue until the City Clerk or Mayor calls on you to speak, at which time your line will be unmuted and you will be able to address the City Commission for up to five minutes, first giving your name and address for the record. You will be able to hear the meeting through the phone, so you should continue to follow along online or on your television. When it is your turn to speak, please mute your online or television audio to avoid time-delayed background noise/feedback through the phone, and do not use speakerphone when commenting.

CITY COMMISSION

20. Miscellaneous reports and announcements from the City Commission.

21. Requirement for providing address during Public Comment.

ADJOURNMENT

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

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

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

JOURNAL OF COMMISSION PROCEEDINGS

June 2, 2020

Regular City Commission Meeting

Mayor Kelly presiding

CALL TO ORDER: 7:00 PM

Commission Chambers Room 206

PLEDGE OF ALLEGIANCE

ROLL CALL/STAFF INTRODUCTIONS: City Commission members present: Bob Kelly, Tracy Houck, Mary Sheehy Moe and Rick Tryon. Commissioner Owen Robinson was excused. City staff present were the City Manager Greg Doyon and Deputy City Manager Chuck Anderson; City Clerk Lisa Kunz; Finance Director Melissa Kinzler; Planning and Community Development Deputy Director Tom Micuda; Public Works Environmental Manager Paul Skubinna; Interim Fire Chief Jeremy Jones; Park and Recreation Deputy Director Patty Rearden; Library Director Susie McIntyre; City Attorney Sara Sexe; and, Police Chief Dave Bowen.

Due to the COVID-19 health concerns, public participation is welcomed and encouraged as follows:

- Attend in person. Refrain from attending in person if you are not feeling well. The City will require social distancing at the meeting, and may limit the number of persons in the Commission Chambers according to applicable health guidelines.
- Provide public comments via email. Comments may be sent via email before 5:00 PM on Tuesday, June 2, 2020, to: commission@greatfallsmt.net. Include the agenda item or agenda item number in the subject line, and include the name and address of the commenter. Written communication received by that time will be shared with the City Commission and appropriate City staff for consideration during the agenda item and before final vote on the matter; and will be so noted in the official record of the meeting.
- Call-in. The public may call in during specific public comment periods at [406-761-4786](tel:406-761-4786). All callers will be in a queued system and are asked to remain on hold and be patient. Calls will be taken in the order in which they are received. Callers will be restricted to customary time limits. We ask for your patience in the event there are technical difficulties.

AGENDA APPROVAL: City Manager Greg Doyon commented that minor edits were made to page 5 of the draft minutes after original posting. There were no proposed changes to the agenda by the City Manager or the City Commission. The agenda was approved as presented.

CONFLICT DISCLOSURE/EX PARTE COMMUNICATIONS: None.

PROCLAMATIONS: A proclamation for NeighborWorks Week (June 6-13, 2020) was not read/presented during the meeting, but rather delivered or picked up by the proclamation requester.

PETITIONS AND COMMUNICATIONS/NEIGHBORHOOD COUNCILS/BOARDS AND COMMISSIONS

1. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

JOURNAL OF COMMISSION PROCEEDINGS

June 2, 2020

Pam Hendrickson, 1321 5th Avenue North, commented in response to this evening's work session presentation (Animal Shelter Request for Proposal from Maclean Cameron Animal Adoption Center). In summary, she is not seeing how the Maclean's proposal saves the City money, nor how it could be justified not housing cats in the new cattery addition financed by private funds from the citizens of Great Falls. Maclean could have built something more reasonable with the funds it had and put back an operating endowment. She concluded that the City is spending so much time on this issue with a lack of information and finger pointing. Maclean has wanted the City to fund its operation for many years.

Jeni Dodd, 3245 8th Avenue North, inquired about providing addresses for the record and informed it was a requirement in the Commission Rules.

Ms. Dodd also made comments in response to this evening's work session presentation that: Maclean's adoption costs are three times the amount they are now; it hasn't been assured that Maclean will take animals after the redemption period; and, she requested the letter John Huber and Libbey Winderl submitted to the Commission and staff that is referenced in the Maclean-Cameron Animal Adoption Center's work session presentation be made public.

Daniel Hartzell, 609 Central Avenue, commented that he was doing beautification work, painting railings "out front," and was stopped by the custodian after inquiring who authorized him to do that.

City Attorney Sara Sexe informed Mr. Hartzell that he does not have authority to be painting City property. The Planning and Community Development Director takes care of maintenance at the Civic Center and the Fire Chief makes sure fire hydrants are taken care of and neither have authority to have Mr. Hartzell painting anything on his own volition without going through the appropriate processes.

Appearing telephonically was **John Hubbard**, 615 7th Avenue South. Mr. Hubbard commented that privacy should not apply to people with the Coronavirus. It should be public knowledge so that the virus can be traced where it came from and who might get it next.

Kevin Westie, 602 35th Street North, quoted from an article in the American Scientist Magazine. He suggested working on improving Fire Department response times rather than wasting time on climate resiliency.

Mayor Kelly summarized similar written communication received from **Brett Doney**, Great Falls Development Authority, 405 3rd Street NW, **Joan Redeen**, Great Falls Business Improvement District, 318 Central Avenue, and **Jolene and Matthias Schalper**, KellerGeist, LLC, 111 Central Avenue, encouraging support for downtown businesses by allowing for increased sidewalk or parking space use or closing several blocks of Central Avenue to provide opportunities for businesses to increase their facilities and seating capacities to operate safely during Covid 19 while adhering to CDC standards.

Mayor Kelly also provided a Census 2020 update on behalf of Commissioner Robinson. Census workers will be tested for the Covid 19 virus before going out to knock on doors. People are

JOURNAL OF COMMISSION PROCEEDINGS

June 2, 2020

encouraged to complete the census on-line or hard copy by mail. He again expressed appreciation to Library Director Susie McIntyre for her assistance in writing and submitting two successful grant applications.

Commissioner Moe also commended Library Director McIntyre for her forward thinking and efforts in providing Library parking lot wi-fi accessibility to patrons during the stay at home order.

2. APPOINTMENT/REAPPOINTMENT TO THE BUSINESS IMPROVEMENT DISTRICT (BID) BOARD OF TRUSTEES.

Commissioner Houck moved, seconded by Commissioner Moe, that the City Commission appoint Trista Besich and reappoint Max Grebe to the Business Improvement District Board of Trustees to four-year terms expiring June 30, 2024.

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

Mayor Kelly provided background information of members' terms.

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

Motion carried 5-0.

Commissioner Houck expressed appreciation to board members past and present for all they do for the downtown area.

Referring back to the written comments submitted and summarized in Agenda Item 1, Commissioner Tryon suggested the same consideration should be afforded to all businesses around town, and not be limited to only the downtown area.

CITY MANAGER

3. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

City Manager Greg Doyon reported on the following:

- Recruitment is ongoing for three key positions – Fire Chief, Public Works Director and City Engineer. Jeremy Jones was appointed as the Interim Fire Chief.
- Operations – the Planning and Community Development Department and the Utility window are still closed to the public pending installation of plexiglass shields to help prevent spreading the virus. The Mustang Pool is also still closed.
- He responded via email today to the submitted comments summarized in Agenda Item 1, encouraging them to apply for a street closure permit to be processed.

JOURNAL OF COMMISSION PROCEEDINGS

June 2, 2020

- Proposed joint pool and recreation center project - Professional service funds will be used from the Park Maintenance District to utilize a professional consultant to assemble a competitive grant application. Park and Recreation solicited proposals from local architectural firms. The proposals received ranged from \$18,500 to \$30,700. The proposal that stood out was a joint proposal received from L'Heureux Page Werner Architecture and TD&H Engineering. He read from their proposal that "Our team's estimated fees required to complete the work are approximately \$18,500. Our team feels this is such an important community project we are willing to donate full architecture and engineering service fees for the grant application submittal for the city project." Two meetings have been held to put a good quality proposal together for the community. He and the consultants will update the Commission on June 16th and there may need to be formal action to affirm the grant application. Staff is asking the Commission to commit to Park Maintenance District dollars for debt service on half of a \$20 million dollar indoor pool and recreation facility.
- He is asking the community to voluntarily reduce water usage due to a filter replacement project at the City's water treatment plant.
- The City received notice of a grant award from the U.S. Department of Justice in the amount of \$84,380 for the Coronavirus Emergency Supplemental Funding Program for personal protective equipment.
- Neighborhood Councils are resuming meetings and will be following the appropriate protocols in place for Phase 2 reopening.
- He will be issuing an executive order to allow for a 25% reduction in room rental fees for reservations booked and events held at the Mansfield Center for the Performing Arts during the period of June 1 through August 31, 2020.
- Today is Blackout Tuesday, a day to observe mourning and bring about policy change in the wake of the death of George Floyd. He hoped that all would take a moment to reflect on the events of May 25th and somehow learn from the event and find a way to come together in a positive manner. There were some peaceful protests held over the weekend, as well as some scattered tagging on various buildings and nasty notes and posts on the Police Department's Facebook page. He hopes people will look for more healthy ways to express their frustration over what has happened.

Police Chief Dave Bowen added that it is difficult to find the right words to say when reflecting on what is going on across the nation. He thanked the citizens of this community for their peaceful protest held on Sunday. It was done in a manner that people were able to have their voices heard to bring attention to an issue that concerns all of us, and it was done in a way that he hopes sets an example for the state and nation. People can have their voices heard and it doesn't have to resort to violence. He continued that the events that happened in Minneapolis and the former police officer are deplorable. He asks that the actions of one not reflect on your attitude of the many.

JOURNAL OF COMMISSION PROCEEDINGS

June 2, 2020

Commissioner Moe reported that an organizer of Sunday's protest was very complimentary of how easy the police were to work with in setting it up and throughout the entire process.

Commissioner Tryon inquired if Manager Doyon thought about when he might rescind the emergency declaration and order in place.

Manager Doyon responded that some of it has to do with accessibility to the Commission to conduct City business in a regular manner and adhering to the orders of the Governor and City-County Health Department.

With regard to voluntarily reducing water usage, Mayor Kelly encouraged residents to water lawns less frequently and not wash cars at home so that we can find ourselves in a good situation during hot months and during high demand.

Commissioner Houck thanked Manager Doyon for his transparency and recognized his efforts and work going on behind the scenes since the emergency declaration.

CONSENT AGENDA.

4. Minutes, May 19, 2020, City Commission Meeting.
5. Total Expenditures of \$1,962,799 for the period of May 2, 2020 through May 20, 2020, to include claims over \$5,000, in the amount of \$1,740,418.
6. Contracts List.
7. Grants List.
8. Set a public hearing on Resolution 10347, Fixing the Ambulance Services Rates pursuant to Title 8, Chapter 5, Section 250, of the Official Code of the City of Great Falls for June 16, 2020.
9. Set a public hearing on Tourism Business Improvement District (TBID) 2019/2020 Budget Amendment for June 16, 2020.
10. Approve the final payment for the 43rd Street North/8th Avenue North Street Reconstruction in the amount of \$5,511.60 to Geranios Enterprises, Inc., and \$55.67 to the State Miscellaneous Tax Fund and authorize the City Manager to execute the necessary documents and to make the payments. **OF 1679.9**
11. Award a contract in the amount of \$294,600 to Sletten Construction for the River's Edge Trail Slide Repair project, and authorize the City Manager to execute the agreements. **OF 1726.1**
12. Approve the purchase of two leaf collection machines, one leaf box, one hooklift, one chassis and one chip box from Normont of Great Falls through H-GAC purchasing program; and Montana Peterbilt of Missoula through Sourcewell purchasing program, formerly known as NJPA, for a total of \$345,259.99.

JOURNAL OF COMMISSION PROCEEDINGS

June 2, 2020

13. Accept the low bid from Thatcher Company of Montana, Inc and authorize staff to purchase liquid aluminum sulfate in the amount of \$433 per ton, up to the maximum amount of 800 dry tons for FY 2020/21.
14. Approve the purchase of one new Farber Super Duty model Bookmobile based on the Ford F550 4x4 Chassis from Farber Specialty Vehicles through OMNIA purchasing program, formerly known as U.S. Communities for \$191,470.

Commissioner Houck 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, in person or telephonically, or any discussion amongst the Commissioners.

Mayor Kelly noted that the construction contract award in Item 11 will be funded by the Missouri-Madison River Fund Grant, River's Edge Trail Foundation, NorthWestern Energy and the City of Great Falls.

Park and Recreation Deputy Director Patty Rearden commented that almost all of the funding came from other sources, and about 4% from City funds. She added that almost all of the work that has been done on the trail has been accomplished from the generous contributions from the Missouri-Madison River Fund Grant and River's Edge Trail Foundation.

Mayor Kelly also noted that the purchase of the new Bookmobile in Item 14 is from donations received through the Library Foundation.

Commissioner Moe referred to Item 8 and noted she would like to be aware of other Montana city rates besides Missoula and Kalispell, and clarification regarding the first paragraph on page 2 of the agenda report regarding dispatch fees and the comparable matrix when Resolution 10347 comes before the Commission for the public hearing.

Commissioner Tryon reiterated that the only action the Commission is taking on Item 8 tonight is to set a public hearing for the next meeting.

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

Motion carried 5-0.

PUBLIC HEARINGS

OLD BUSINESS

NEW BUSINESS

ORDINANCES/RESOLUTIONS

JOURNAL OF COMMISSION PROCEEDINGS

June 2, 2020

15. ORDINANCE 3215, REPEALING TITLE 17, CHAPTER 12, ARTICLE 3, AND ORDINANCE 3216, REPEALING TITLE 15, CHAPTER 1, SECTION 020 OF THE OFFICIAL CODE OF THE CITY OF GREAT FALLS (OCCGF), PERTAINING TO THE GREAT FALLS DESIGN REVIEW BOARD.

City Attorney Sara Sexe reported that on November 7, 2018, the City Commission adopted Resolution 10256, temporarily suspending the Great Falls Design Review Board (DRB) meetings and review requirements for a period of one-hundred-eighty (180) days. On June 4, 2019, the Commission adopted Resolution 10297, suspending the DRB an additional one-hundred-eighty (180) days. During the course of that suspension, staff reviewed the DRB process in order to make the DRB review process more efficient for land development applicants.

On December 3, 2019, the Commission adopted Resolution 10321, amending the DRB's review process and placing limitations on what the DRB could substantively review in the development application process.

After further consideration, under Commission Initiatives at the February 4, 2020 Commission Meeting, Commissioners Tryon and Robinson requested that staff draft language for a resolution to dissolve the DRB. There was no objection by other Commission members.

On March 3, 2020, the Commission adopted Resolution 10336 by a three to two vote that dissolved the Great Falls Design Review Board completely. Resolution 10336 also directed City Staff to present appropriate OCCGF amendments that would fulfill the intent of Resolution 10336 to dissolve the DRB. Ordinances 3215 and 3216 under consideration are presented in response to that direction.

At its regularly scheduled meeting on May 12, 2020, the Great Falls Planning Advisory Board voted unanimously recommending that the City Commission adopt Ordinance 3215.

If adopted, the Ordinances will repeal OCCGF provisions pertaining to the DRB.

Commissioner Tryon moved, seconded by Commissioner Houck, that the City Commission accept Ordinance 3215 and Ordinance 3216 on first reading and set second reading for June 16, 2020.

Mayor Kelly asked if there were any comments from the public, in person or telephonically.

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

City Manager Greg Doyon inquired if any of the Commission members heard from anyone in the community either in favor of or against having no DRB process in place.

Commissioner Tryon noted that he has heard about four or five positive comments from the development community to one negative comment about dissolving the board.

JOURNAL OF COMMISSION PROCEEDINGS

June 2, 2020

Commissioner Moe provided some historical information pertaining to reactivating the DRB after a period of suspension noting that, for the first time a fee was going to be charged for the service a department provides to a board; instead, the Commission dissolved the board. She concluded that she believes a healthy tension that is in the interest of the community has been taken away. She thinks it was a wrong thing to do not only on its merits but in the way that it was done.

Commissioner Houck noted that two people have expressed their frustrations to her in that they did like that there was an advisory board to provide a balance. In the past 10-days she has had more conversations with people that are excited about the potential for the pool recreation facility.

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

Motion carried 5-0.

CITY COMMISSION

16. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

Commissioner Moe suggested that staff look into the requirement of citizens providing their street address for public comment. No one objected to staff exploring that requirement. Mayor Kelly asked if City Attorney Sexe would research that issue and fill the Commission in on other practices and minimum requirements.

Mayor Kelly underscored that the organizations of TD&H and LPW are an incredible group of people. To have an architect and a design firm team up to donate services for the grant application for the proposed indoor pool and recreation facility is incredible.

He also commented that having school resource officers (SRO) in the schools is a successful program. He attended some high school graduations and noted that it was apparent the mutual respect between the students, parents and the SRO's. It is another great example of how the Great Falls police force is integrated with the community in such a positive way.

Commissioner Tryon reported that someone in the bushes exposed himself to a female citizen jogging on the River's Edge Trail. Someone suggested to him that maybe there would be a way to set identification marks, other than the current mile markers, to report such activity. He requested that some thought be given to ideas for identification markers. He also noted that Park and Recreation Deputy Director Rearden indicated she would bring that issue up with the Board.

JOURNAL OF COMMISSION PROCEEDINGS

June 2, 2020

ADJOURNMENT

There being no further business to come before the Commission, **Commissioner Tryon moved, seconded by Commissioner Moe, to adjourn the regular meeting of June 2, 2020, at 8:10 p.m.**

Motion carried 5-0.

Mayor Bob Kelly

City Clerk Lisa Kunz

Minutes Approved: June 16, 2020

DRAFT



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

PRESENTED BY: Finance Director

ACTION REQUESTED: Approval with Consent Agenda

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

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

ACCOUNTS PAYABLE CHECK RUNS FROM MAY 21, 2020 - JUNE 3, 2020	2,651,180.74
MUNICIPAL COURT ACCOUNT CHECK RUN FOR MAY 16, 2020 - MAY 29, 2020	8,328.00
MUNICIPAL COURT ACCOUNT CHECK RUN FOR MAY 30, 2020 - JUNE 1, 2020	73,875.00
TOTAL: \$	2,733,383.74

SPECIAL REVENUE FUND

STREET DISTRICT

SHUMAKER TRUCKING & EXCAVATING CONTRACTORS INC	6000 TONS OF STREET SWEEPING DISPOSAL	16,011.96
--	---------------------------------------	-----------

PARK & RECREATION SPECIAL REVENUE

TD&H ENGINEERING	RIVERS EDGE TRAIL SLUMP REPAIR	11,830.00
------------------	--------------------------------	-----------

NATURAL RESOURCES

FORDE NURSERY INC	BLVD TREES	24,500.00
-------------------	------------	-----------

PARK DISTRICT

TD&H ENGINEERING	PARK DISTRICT IRRIGATION UPGRADE	9,000.00
VERMEER ROCKY MOUNTAIN INC	VERMEER WOOD CHIPPER	45,820.38

DOWNTOWN TID

DOWNTOWN DEVELOPMENT PARTNERSHIP	2019 TIF DISPURSEMENT	5,000.00
----------------------------------	-----------------------	----------

CAPITAL PROJECTS

GENERAL CAPITAL

DETAILED CONSTRUCTION CO	ANIMAL SHELTER HUG PROJECT CATTERY	276,347.12
--------------------------	------------------------------------	------------

ENTERPRISE FUNDS

WATER

ADVANCED ENGINEERING AND ENVIRONMENTAL SERVICES	SCADA UPGRADE	83,117.70
ADVANCED ENGINEERING AND	Of 1637.1 WTP FILTRATION IMPROVEMENTS	59,815.10

SEWER

VEOLIA WATER NORTH AMERICA	MONTHLY WWTP OPERATION CONTRACT	256,147.61
VEOLIA WATER NORTH AMERICA	MONTHLY CONTRACTED CAPITAL IMPROVEMENTS	12,500.00
CDM SMITH INC	WWTP ENVIRON REG COMP-PROF SERVICES	5,728.34
STANTEC CONSULTING SERVICES INC	OF 1633.7 WWTP ELECTRICAL DIST. EVALUATION & REHABILITATION	19,294.50

911 DISPATCH CENTER

CENTRALSQUARE TECHNOLOGIES LLC	911 DISPATCH CPE REPLACEMENT	11,778.64
CENTURYLINK	MAY 2020 DISPATCH LINE CHARGES	5,842.69

PARKING

STANDARD PARKING CORPORATION	CONTRACT SERVICES FOR DOWNTOWN PARKING PROGRAM FEB THRU APRIL	100,232.71
------------------------------	---	------------

INTERNAL SERVICES FUND

HEALTH & BENEFITS

MONTANA MUNICIPAL INTERLOCAL AUTHORITY	INSURANCE DEDUCTABLES & PREMIUMS	852,934.30
--	----------------------------------	------------

INFORMATION TECHNOLOGY

CENTURYLINK	MAY 2020 MONTHLY CHARGES	6,616.97
-------------	--------------------------	----------

CENTRAL GARAGE

MOUNTAIN VIEW CO-OP	FUEL	11,847.46
BISON MOTOR CO	STANDARD POLICE CAR	36,487.00

TRUST AND AGENCY

COURT TRUST MUNICIPAL COURT

CITY OF GREAT FALLS	FINES & FORFEITURES COLLECTIONS	68,068.75
---------------------	---------------------------------	-----------

PAYROLL CLEARING

STATE TREASURER	MONTANA TAXES	41,522.00
ICMA RETIREMENT TRUST	EMPLOYEE CONTRIBUTIONS	10,191.58
FIREFIGHTER RETIREMENT	FIREFIGHTER RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	52,147.62
STATEWIDE POLICE RESERVE FUND	POLICE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	65,430.70
PUBLIC EMPLOYEE RETIREMENT	PUBLIC EMPLOYEE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	118,217.45
POLICE SAVINGS & LOAN	EMPLOYEE CONTRIBUTIONS	14,232.00
US BANK	FEDERAL TAXES, FICA & MEDICARE	174,777.50
AFLAC	EMPLOYEE CONTRIBUTIONS	9,560.07
NATIONWIDE RETIREMENT SOLUTIONS	EMPLOYEE CONTRIBUTIONS	34,222.90
WSCFF EMPLOYEE BENEFIT TRUST	EMPLOYEE CONTRIBUTIONS	6,450.00
MONTANA VEBA HRA	EMPLOYEE CONTRIBUTIONS	20,190.04

UTILITY BILLS

NORTHWESTERN ENERGY	TRANSMISSION CHARGES MARCH 2020	18,178.81
NORTHWESTERN ENERGY	APRIL 2020 WATERPLANT CHARGES	10,787.03

CLAIMS OVER \$5000 TOTAL: \$ 2,494,828.93

COMMUNICATION TO THE CITY COMMISSION

DATE: June 16, 2020

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	Benefis Hospitals, Inc.	Current – 30-day written notice to cancel	Approximate range of \$52,000 - \$60,000	Professional Services Agreement to provide Annual Firefighter Medical Physicals/Wellness Exams (CR 071718.11)
B	Planning & Community Development	TC Glass	06/01/2020 – 05/22/2021	\$5,658.44	Ratification of Agreement for installation of custom sized clear polycarbonate shields in the Civic Center offices of Planning and Community Development, Finance, Prosecutors, Court window and Municipal Court to help prevent spreading viruses

C	Public Works – Utilities Division	Town of Belt	06/2020 – for a 5-year term, with one automatic 5- year renewal	N/A	Agreement for Mutual Aid for personal services and equipment required for training, guidance and assistance for the maintenance and repair of public infrastructure including water, sewer and storm drain systems within areas of their respective jurisdictions
D	Administration	Department of Justice Office of Justice Programs Bureau of Justice Assistance	01/20/2020 – 01/31/2022	\$84,380 grant award funds (no city match)	Ratification of Grant Award # 2020-VD- BX-1039 for Coronavirus Emergency Supplemental Funding for personal protective equipment (CR 060220.7A)



Item: Purchase of one new Bookmobile with corrected purchase amount

From: Great Falls Public Library

Initiated By: Great Falls Public Library

Presented By: Susie McIntyre, Library Director

Action Requested: Approve the corrected purchase amount of one new Farber Super Duty model Bookmobile.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/reject) the corrected purchase amount of \$197,740 for one new Farber Super Duty model Bookmobile based on the Ford F550 4x4 Chassis from Farber Specialty Vehicles through OMNIA, formerly known as U.S. Communities that was originally approved during the June 2, 2020 Commission meeting under agenda item #14.”

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

NOTE: This purchase is before the Commission a second time to correct the actual cost of the Bookmobile. The Commission originally approved the purchase of the Bookmobile for \$191,470.00. In a final review of the quote, it was determined that three of the proposed options (Ricon Powered Lift, Cart tie-downs and Delivery) needed to be added to the price. These options add \$6,270.00 to the originally approved cost. The purchase was originally approved during the June 2, 2020 Commission meeting under agenda item #14.

Staff Recommendation: Staff recommends that the City Commission approve the purchase of one new Farber Super Duty model Bookmobile based on the Ford F550 4x4 Chassis from Farber Specialty Vehicles through OMNIA, formerly known as U.S. Communities or National Intergovernmental Purchasing Alliance Company, for \$197,740.00.

Summary: The Great Falls Library Foundation is partnering with the Great Falls Public Library to raise the funds to purchase a new Bookmobile. The current Bookmobile is nearing 110,000 miles and is reaching the end of its useful life. It breaks down regularly and gets stuck often. Maintenance costs have risen to over \$13,000 just since May, 2017, and cover entries such as coach generator repair, brake adjustments, windshield replacement, dead battery recurrences, oil leaks, and more. The Bookmobile has had to be towed a number of times and rapidly is becoming unsafe and unsustainable. In order for the Library to continue to provide outreach service to nursing homes, daycares, schools, Hutterite Colonies and others across Cascade County a new Bookmobile is needed.

Purpose: This unit will be used by the Library to provide service to provide outreach services throughout the City and Cascade County.

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

Vehicle information was obtained from Farber Specialty Vehicles, Matthews Specialty Vehicles and LDV Custom Specialty Vehicles. A Bookmobile Committee consisting of Doug Alm (Public Works Fleet Manager), Susie McIntyre (Library Director), Jessie Damyanovich (Bookmobile Driver), Sara Linder Parkinson (Public Services Librarian) and representatives from the Foundation Bookmobile Campaign Committee had several meetings reviewing the available options and developing specifications for the Great Falls Public Library Bookmobile. The Farber Super Duty model Bookmobile based on the Ford F550 4x4 Chassis from Farber Specialty Vehicles was selected by the committee as the best vehicle option.

The quote specifications from Farber meet the Bookmobile specifications generated by the committee.

Fiscal Impact: Funds for this purchase will come from the Great Falls Public Library Foundation Bookmobile Campaign. The Foundation will pay for the whole purchase of the Bookmobile. No funds from Central Garage will be used.

Planned payment schedule:

- 1st payment: est. \$59,322 in June, 2020—30% due upon order
- 2nd payment: est. \$59,322 probably in December, 2020—30% due when chassis is ready
- 3rd payment: est. \$79,096—40% remaining for final payment, probably in March, 2021

Alternatives: Rejecting the proposed purchase would impact the ability of the Great Falls Public Library to provide Bookmobile service.

Concurrences: Doug Alm, Fleet Manager

Attachments/Exhibits:

Farber Specialty Vehicle Quotation

Revised Bookmobile Campaign Budget

Bookmobile Campaign Budget 2020-2021

	Total	June	July	August	September
Income					
Business Donations (3@\$10K, 8@\$5K)	\$ 46,000				20,000
Individual Large Donations (10@\$5K)	40,000				
Individual Small Donations (25@\$500, 60@\$100), 70@\$75, 50@\$50, 150@\$25)	20,000				
Grants	100,000				
Total Income	\$ 206,000	-	-	-	20,000
Expenses					
Bookmobile	\$ 197,740.0	59,322			
Advertising	2,000				
Postage	1,000				
Printed Materials	3,000				
Supplies	2,000				
Total Expenses	\$ 205,740	59,322	-	-	-
Net Income	\$ 260	(59,322)	-	-	20,000
Cash Balance	\$ 260	(59,322)	(59,322)	(59,322)	(39,322)

October	November	December	January	February	March	April	May
10,000	16,000						
10,000	20,000	10,000					
	1,000	4,000	4,000	5,000	5,000	1,000	
			100,000				
20,000	37,000	14,000	104,000	5,000	5,000	1,000	-
		59,322			79,096		
	1,000		1,000				
	500		500				
3,000							
500	500	500	500				
3,500	2,000	59,822	2,000	-	79,096	-	-
16,500	35,000	(45,822)	102,000	5,000	(74,096)	1,000	-
(22,822)	12,178	(33,644)	68,356	73,356	(740)	260	260



**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Amendment No. 2 to a Professional Services Agreement with Black and Veatch Corporation: Water Treatment Plant Facility Upgrades

From: Engineering Division

Initiated By: Public Works Department

Presented By: Paul Skubinna, Environmental Division Supervisor

Action Requested: Approve Professional Services Agreement, Amendment No. 2, OF 1519

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/not approve) the Professional Services Agreement Amendment No. 2, increasing the agreement amount by \$7,625.00 between the City of Great Falls and Black and Veatch Corporation for engineering services on the Water Treatment Plant Facility Upgrades Project for a total fee not to exceed \$7,044,989.00, and authorize the City Manager to execute the Amendment.”

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

Staff Recommendation: Approve Professional Services Contract Amendment.

Summary:

Amendment Number 2 provides additional compensation in amount of \$7,625.00 to Black and Veatch (Consultant) for services provided during the startup phase of the construction associated with the Water Treatment Plant (WTP) Facility Upgrades project. The construction Contractor for this project required onsite visits from the Consultant’s design team that were above and beyond what was allowed in the Contractor’s Construction Contract. Therefore, the value of the additional compensation for the Consultant is being off-set by withholding the amount proposed by this amendment from the Contractor’s final payment.

Background:

City Staff entered into a professional services contract with Consultant in July of 2012 to evaluate and design infrastructure upgrades recommended at the Water Treatment Plant from the 2006 Water Master Plan. During the evaluation of existing facilities, multiple items were identified to be added into the scope of the project. The most significant design additions included equipping the plant with an Ultraviolet (UV) Treatment System, removal of the seasonal clear-well tank, addition of a surge tank, and suction piping and a utility tunnel to accommodate future improvements.

Consultant's contract was modified in 2014 to include the additional items that were identified during the evaluation and preliminary design of the project, increasing contract amount from \$2,562,715.00 to \$7,037,364.00.

During the construction phase of this project, the Contractor required two additional onsite startup meetings that required the attendance of the Consultant. Amendment No. 2 in the amount of \$7,625.00 is required to cover the cost of the additional 220 hours of support that was provided.

Fiscal Impact:

This project has been funded through the Water Capital Improvement Fund. However, the amendment will have no impact on the project funding as the cost is being withheld from the Final Payment made to the Contractor.

Alternatives:

The City Commission could vote to deny the amendment and refuse to pay the Consultant for services rendered.

Concurrences:

Both the Consultant and the Contractor are in agreements with the proposed amendment.

Attachments/Exhibits:

Amendment No. 2

AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT is entered into this 21st day of April, 2020 by and between the CITY OF GREAT FALLS, a Municipal Corporation, hereinafter referred to as “OWNER” and **Black & Veatch Corporation** hereinafter referred to as “ENGINEER” and agrees as follows:

1. The OWNER and ENGINEER entered into a Professional Services Agreement for the project known as Great Falls Water Treatment Plant Facility Upgrades (O.F. 1519.0), dated the 17th day of July 2012; and

2. The OWNER and ENGINEER amended the Professional Services Agreement for the project known as Great Falls Water Treatment Plant Facility Upgrades (O.F. 1519.0), dated the 21st day of October 2014; and

3. The OWNER and ENGINEER mutually agree to modify the 2014 amended total not-to-exceed fee of \$7,037,364.00 to a new total not-to-exceed fee of \$7,044,989.00 to compensate for the following item:

Task 450A – Additional Start-up Assistance, Training, & Post-Construction Activity
– Provided 220 hours of additional support to Wedeco for UV system programming reviews, data analysis, functional acceptance testing, and startup assistance. This task included two additional trips to Great Falls WTP for two B&V staff. The duration of each trip was approximately 2-weeks. The cost for the additional support is \$22,300. This value is reduced by the amount of money that Sletten is charging the City for work associated with the cure removal. This results in a total contract amount increase of \$7,625.00.

4. All other conditions and provisions of the Agreement entered into, and approved by the Commission, on July 17th, 2012, and the Amendment #1 to the Agreement entered into and approved by the Commission on October 21st, 2014, remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment 2 to Professional Services Agreement the day and year first above written.

CITY OF GREAT FALLS

By: _____
Gregory T. Doyon, City Manager

Black & Veatch Corporation

By: Peter J. Cohlma
Peter J. Cohlma
Vice President

Attest:

By: _____
Lisa Kunz, City Clerk

(Seal of the City)

*Approved as to Form:

By: _____
Sara R. Sexe, City Attorney

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



Item: Liquid Asphalt CRS-2P
From: Kenny Jorgensen, Street Manager
Initiated By: Public Works Department
Presented By: Paul Skubinna, Environmental Division Manager
Action Requested: Approve Purchase for Liquid Asphalt CRS-2P

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/not approve) the purchase of 250 tons of Liquid Asphalt CRS-2P from Western States Asphalt, LLC of Butte for a total of \$128,500.”

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

Staff Recommendation: Staff recommends that the City Commission approve the purchase of 250 tons of Liquid Asphalt CRS-2P from Western States Asphalt, LLC of Butte for \$128,500.

Background:

Purpose

This asphalt emulsion will be used by the Street Division in the street chip-sealing program.

Evaluation and Selection Process

The specifications were advertised two times in the Great Falls Tribune, mailed to three prospective bidders and advertised on the City of Great Falls website. The bid opening was held on June 3, 2020, with one bidder responding.

Conclusion

The bid by Western States Asphalt, LLC of Butte meets specifications for the liquid asphalt.

Fiscal Impact:

The bid received in 2020 of \$514 per ton is \$17,250 higher than the bid received in 2019 of \$445 per ton. Funding for this year’s purchase of liquid asphalt is in the proposed FY 2021 Street Maintenance Budget.

Alternatives:

The City Commission could vote to not approve the purchase for Liquid Asphalt CRS-2P.

Attachments/Exhibits:

Bid Tab

Bid List

CITY OF GREAT FALLS
PO BOX 5021
GREAT FALLS MT 59403

LIQUID ASPHALT CRS-2P

Project Number
Bids Taken at Civic Center
Date: June 3, 2020
Tabulated By: Debbie Kimball
Page 1 of 1

NAME & ADDRESS OF BIDDER	Bid Security	Affidavit of Non- Collusion	Cost Per Ton	Total 250 Tons
Western States Asphalt, LLC	√	√	\$514.00	\$128,500

LIQUID ASPHALT CRS-2P BID LIST

1. NORMONT
1157 WIRE MILL RD
BLACK EAGLE, MT 59414
406-453-4344
ATTN: LUKE

2. WESTERN EMULSION PLANT
7315 MOSSMAIN LANE
BILLINGS, MT 59106
406-628-1401
ATTN: SEAN OR PHYLLIS

3. WESTERN STATES ASPHALT, LLC
2265 GREEN BRIAR RD
BILLINGS, MT 59105
ATTN: SEAN PELLERSELS
406-876-4000



Item: Construction Contract Award: Lower Northside Water Main Replacement and Street Reconstruction, O.F. 1467.0

From: Engineering Division

Initiated By: Public Works Department

Presented By: Paul Skubinna, Environmental Division Supervisor

Action Requested: Consider Bids and Award Construction Contract

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (award/not award) a contract in the amount of \$2,481,170.00 for the Base Bid and Bid Alternate-1 to United Materials for the Lower Northside Water Main Replacement and Street Reconstruction project and authorize the City Manager to execute the construction contract documents”

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

Staff Recommendation: Approve the award of the construction contract.

Summary:

This project will replace over 3,700 feet of water main along 6th Avenue North from Park Drive to 7th Street North, along 5th Avenue North from Park Drive to 7th Street North, and along 7th Street North from 5th Avenue North to 6th Avenue North. These water mains are approximately 130 years old and when a water main fails it can result in property damage, roadway damage, and disruption to water service for local residents. This project will also reconstruct the streets, handicap ramps, and curb and gutters along the same corridors.

Background:

This project consists of replacing 3,760 lineal feet of existing cast iron pipe with 8-inch and 12-inch PVC pipe. The water main replacement includes eight new fire hydrants. The street reconstruction will include: ADA compliant handicap ramps at the intersections, curb and gutter, storm drain inlets, and asphalt road surfacing.

The work requires closing portions of 5th Avenue North, 6th Avenue North, and 7th Street North while the water main is being replaced and the roadway reconstructed. Local access and temporary water will be

provided to affected residences. The project is slated to begin in early August and be completed by November this year.

City engineering staff designed the project and will perform construction inspection and contract administration duties.

Two (2) bids ranging from \$2,481,170.00 to \$2,942,205.78 were received and opened on June 3, 2020. Untied Materials submitted the low bid.

City staff recommends awarding the Base Bid and Bid Alternate-1 to United Materials in the amount of \$2,481,170.00.

Fiscal Impact:

The attached bid tabulation summarizes bids that were received. This water main replacement portion of the project will be funded through the Water Capital Improvement Funds while the street reconstruction portion will be funded with Bridge and Road Safety and Accountability Act (BaRSAA) Fuel Tax revenue funding.

The funding breakdown, based on the numbers from United Materials bid, is as follows:

Water Funding = \$782,695.00
Storm Funding = \$185,850.00
BARSA/Street Funding = \$1,512,625.00

Total estimated cost = \$2,481,170.00

Alternatives:

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

Concurrences:

The Montana Department of Environmental Quality (DEQ) and the Montana Department of Transportation (MDT) have both reviewed and approved this project.

Attachments/Exhibits:

Bid Tabulation
Vicinity Map

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

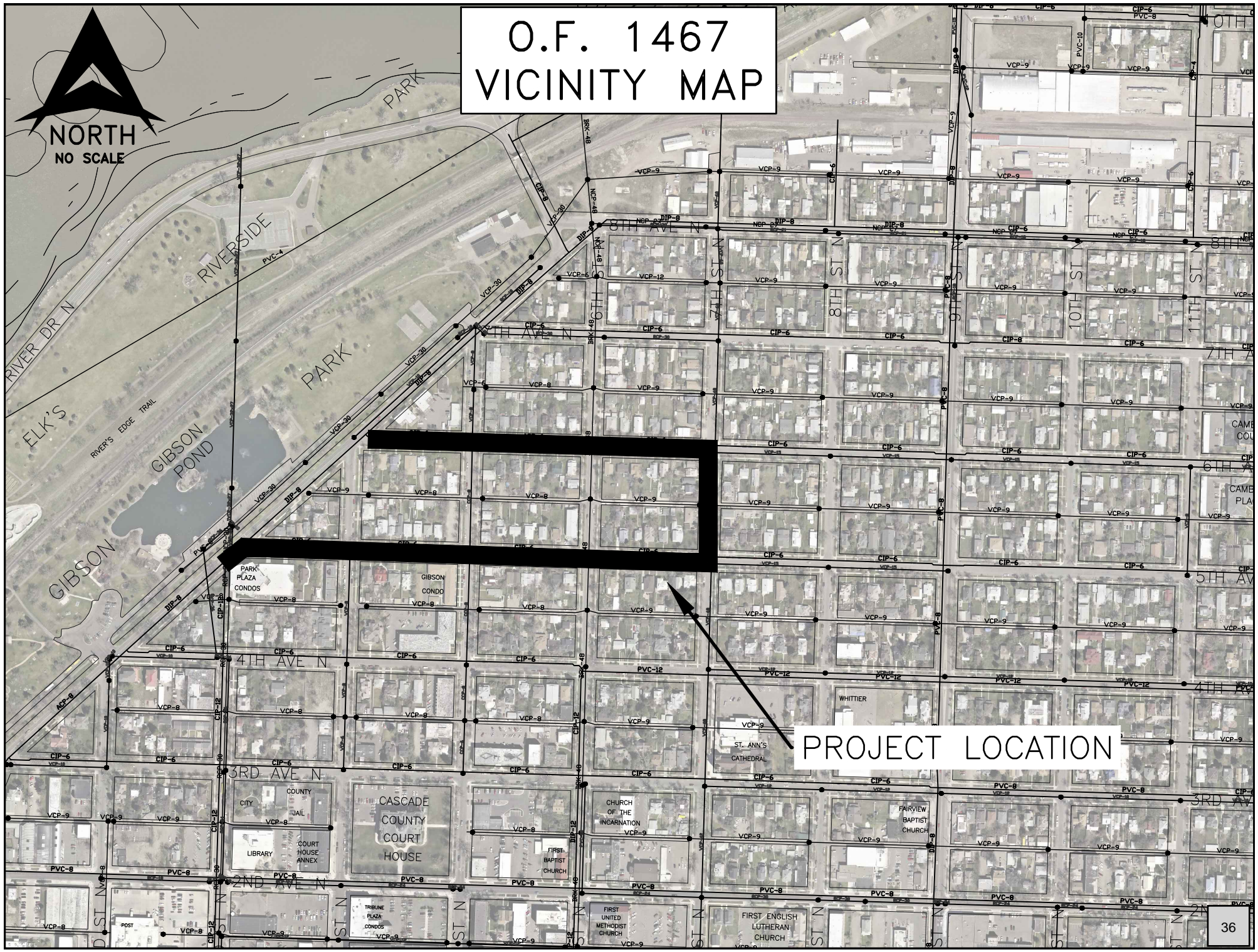
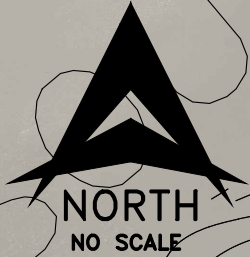
BID TABULATION SUMMARY

Lower North Side Water Main Replacement & Street Restoration
 O.F. 1467

Project Number PW352001
 Bids Taken at Civic Center
 Date: June 3, 2020
 Tabulated By: Jesse Patton

	Name of Bidder	Acknowledge Addendum #1	Acknowledge Addendum #2	Acknowledge Addendum #3	10% Bid Security	Certificate of Non-Segregated Facilities	Certificate of Compliance with Insurance Req.	Base Bid	Bid Alternate 1	Bid Alternate 2	Bid Alternate 3
1	United Materials	X	X	X	X	X	X	\$2,263,050	\$218,120.00	\$725,120.00	\$52,500.00
2	Geranios	X	X	X	X	X	X	\$2,648,577.78	\$293,628.00	\$535,288.00	\$61,800.00
3											
4											
5											
6											
7											
8											
9											
10	Engineer's Estimate							2.1 million	237,000	425,000	\$55,000.00

O.F. 1467 VICINITY MAP



PROJECT LOCATION



Item: Park District: Irrigation Upgrades for Jaycee, Roosevelt, and Valleyview Parks, OF 1740.3

From: Engineering Division

Initiated By: Park and Recreation Department

Presented By: Steve Herrig, Park and Recreation Director

Action Requested: Reject all bids and recommend staff re-advertise for the Park District: Irrigation Upgrades for Jaycee, Roosevelt, and Valleyview Parks project.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (reject/not reject) all bids for the Park District: Irrigation Upgrades for Jaycee, Roosevelt, and Valleyview Parks, and (recommend/ not recommend) staff re-advertise this project.”

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

Staff Recommendation:

Staff recommends that all bids for the Park District: Irrigation Upgrades for Jaycee, Roosevelt, and Valleyview Parks be rejected and recommends re-advertising the project in November 2020.

Background:

Workload Impacts

TD&H Engineering provided design services for the project. City Engineering staff is providing project management services.

Purpose

Install fully automated irrigation systems in Jaycee, Roosevelt, and Valleyview Parks. The Parks are currently manually irrigated.

Evaluation and Selection Process

Bids were received on June 2, 2020 with one bid being received. The one bid was substantially higher than the cost estimate and the allocated project funding.

Conclusion

City Staff concluded that the COVID-19 pandemic and subsequent lack of labor force contributed to the lack of bids and high bid prices. Staff recommends rejecting all bids and bidding the project in November 2020 when the local irrigation contractors have adjusted to the new circumstances that the COVID-19 pandemic has created.

Fiscal Impact:

The attached bid tabulation summarizes the received bids. Rescheduling the project will not have any impacts on the available funding from the Great Falls Park District No. 1.

Alternatives:

The City Commission could vote to cancel the project, however this is not recommended by staff.

Attachments/Exhibits:

Bid tabulation attached

Vicinity map attached

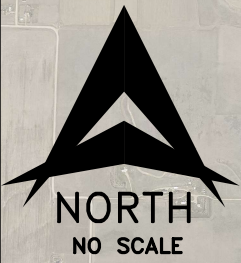
CITY OF GREAT FALLS
 P.O. BOX 5021
 GREAT FALLS, MT 59403

BID TABULATION SUMMARY

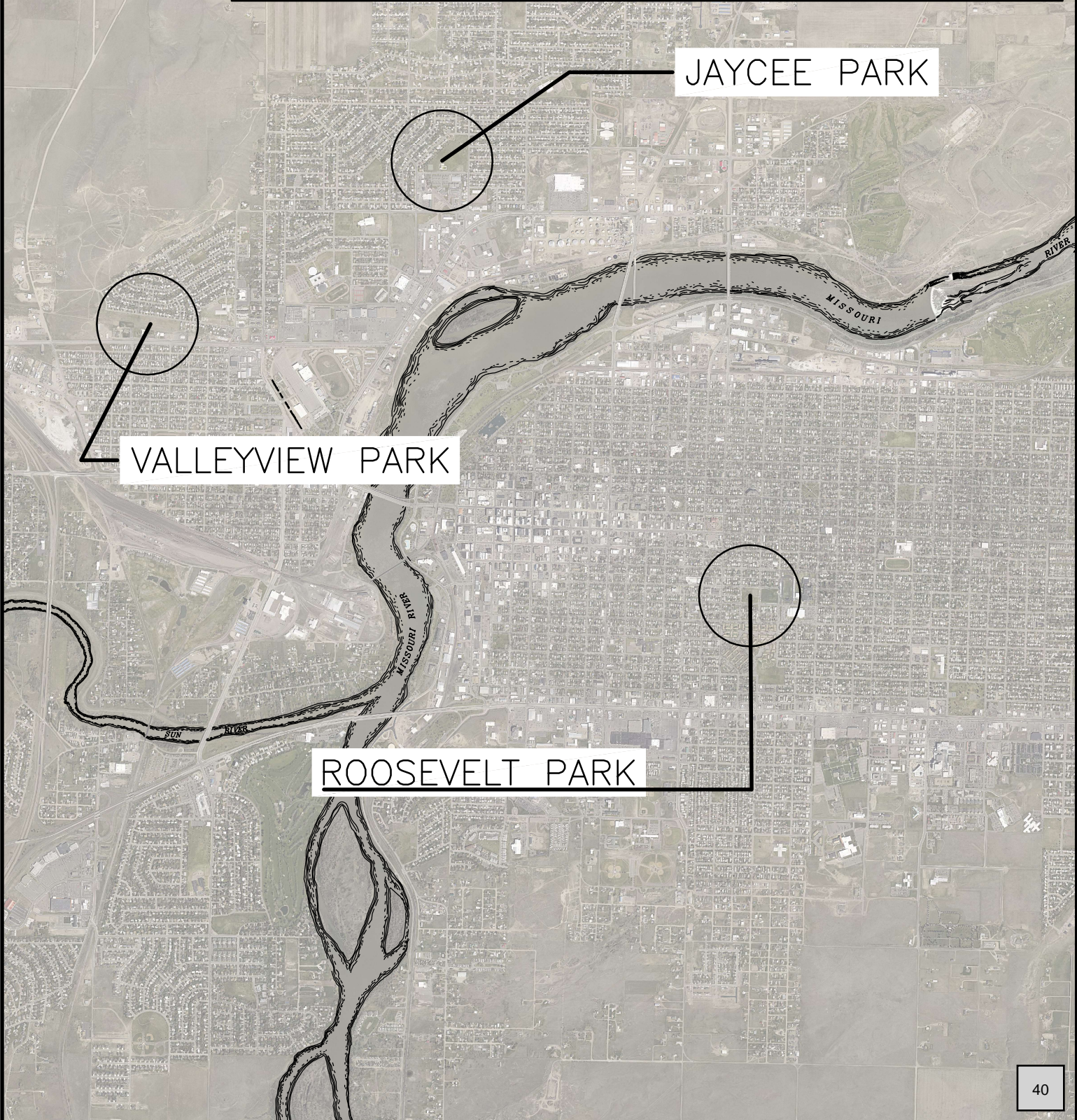
Park District: Irrigation Upgrades for Jaycee, Roosevelt & Valleyview Parks
 O.F. 1740.3

Project Number PR641906
 Bids Taken at Civic Center
 Date: June 3, 2020
 Tabulated By: Matt Proud

	Name of Bidder	Acknowledge Addendum #1	Acknowledge Addendum #2	10% Bid Security	Certificate of Non-Segregated Facilities	Certificate of Compliance with Insurance Req.	Base Bid	Additive Bid Item 1	Additive Bid Item 2
1	Greenup Lawn, Landscaping and Sprinklers	X	X	X	X	X	\$341,588	\$157,165.00	\$201,484.00
2									
3									
4									
5									
6									
7									
8									
9									
10									



O.F. 1740.3 PARK DISTRICT: IRRIGATION UPGRADES FOR JAYCEE, ROOSEVELT, AND VALLEYVIEW PARKS VICINITY MAP





Item: Setting a Public Hearing for proposed amendments to the 2019/2020 Annual Action Plan and Citizen Participation Plan

From: Planning and Community Development

Initiated By: Tom Micuda, Deputy Director, Planning and Community Development

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

Action Requested: Set the Required Public Hearing to adopt proposed amendments to the Annual Action Plan and Citizen Participation Plan

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission set a public hearing for July 7, 2020 to consider and take action on proposed amendments to the 2019/2020 Annual Action Plan and Citizen Participation Plan.”

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

Staff Recommendation: Staff recommends that the City Commission set a public hearing for July 7, 2020.

Summary: The current Annual Action Plan for the 2019/2020 fiscal year outlines funding priorities for how the City should spend its annual allocation of Community Development Block Grant (CDBG) and Home Investment Partnership (HOME) program funds. The City is nearing the end of the current fiscal year and has less than \$30,000 of un-programmed CDBG funds.

The purpose of amending the Annual Action Plan is to identify funding priorities for a new allocation of CDBG program funds. On March 27, 2020, the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) made available \$5 billion in CDBG funds that must be used “to prevent, prepare for, and respond to the coronavirus (COVID-19).” The City received a letter from HUD indicating that the City’s future allocation of funds will be \$475,515.

Prior to these additional CDBG-CV funds being made available for potential applicants, the City’s current Annual Action Plan must be amended to identify possible local funding priorities. Staff is working on amending the Action Plan for required public comment and potential City Commission adoption on July 7, 2020. The process from there is that the amended Plan must be submitted and accepted by HUD. Presuming acceptance, the funds will be available for potential grant applicants by the late summer/early fall.

Because HUD recognizes the need for many communities to have funds immediately available to address local COVID-19 impacts, an expedited time period for public comment on amended Action Plans has also been created. This requires staff to amend its Citizen Participation Plan, and also have that Plan be adopted by the City Commission. An amended Plan will be submitted for required public comment and City Commission consideration at the July 7 public hearing.

Fiscal Impact: If the City is able to eventually award grants from the new allocation of CDBG-CV funds, this could greatly assist social service agencies and businesses that have been negatively impacted by the COVID-19 pandemic.

Alternatives: The Commission could choose not to set the public hearing for this item. This would eliminate the possibility of the City's CDBG program being able to allocate funds from the new grant program offered by HUD.

Concurrences: No other City department concurrences are necessary for this item.

Attachments: None



Item: Tourism Business Improvement District (TBID) 2019/2020 Budget Amendment

From: Rebecca Engum, Great Falls Montana Tourism Executive Director

Initiated By: Tourism Business Improvement District Board of Directors

Presented By: Rebecca Engum, Great Falls Montana Tourism Executive Director

Action Requested: Conduct a public hearing and approve the Tourism Business Improvement District 2019/2020 Budget Amendment.

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 the City Commission (approve/deny) the 2019/2020 Tourism Business Improvement District Budget Amendment in the amount of \$52,100.”
 2. Mayor requests a second to the motion, Commission discussion, and calls for the vote.
-

Staff Recommendation: The TBID recommends the City Commission conduct a public hearing and approve the 2019/2020 TBID Budget Amendment.

Background:

The Commission approved the 2019/2020 TBID Budget and Work Plan on July 16, 2019. In the plan Air Service was identified as an opportunity.

The TBID has placed assessment funds into reserves to be used for strategically aligned specific purposes are declared as obligations available for expenditure according to the reserve purpose in the Fiscal Year needed.

The TBID Board approved an amendment of \$52,100 to the budget to accommodate reserve spending to invest in Great Falls’ Low-Cost Air Initiative and financial investment to support increased direct air service by carriers into the Great Falls International Airport.

COVID-19 has had impacts on the Convention, Meetings, and Groups strategy. To better position Great Falls for recovery, the TBID Board approved an amendment to transfer funds from Convention, Meetings, and Groups to Leisure Travel strategy.

In a previous audit of the Great Falls Tourism Business Improvement District, the auditor delivered one finding related to increased expenses over the approved budget. This finding noted that an amendment to the budget was not submitted to the City of Great Falls, even though presented, and approved by the TBID Board.

To prevent any future findings, the TBID Board approved budget amendment is presented to the City of Great Falls for approval.

Fiscal Impact:

There is no fiscal impact to the City of Great Falls. The increased budget funds are coming from previously received TBID Assessment that have been placed in reserves.

Alternatives:

The City Commission could request TBID Board cut expenses to meet approved 2019/2020 Budget.

Concurrences:

Finance staff is responsible for assessing and collecting the revenues for the TBID. TBID maintains a staff to fulfil the strategic plan as set by the Board of Directors.

ATTACHMENTS:

Approved 2019/2020 Work Plan

Approved 2019/2020 Budget

TBID Approved Budget Amendment

4-16-2019 Board of Directors Meeting Minutes

MONTANA'S BASECAMP FOR

Art - AND - ADVENTURE



2020 Marketing Plan

July 1, 2019—June 30, 2020



EXECUTIVE SUMMARY

Great Falls Montana Tourism is the Destination Management Organization [DMO] focused on promoting the city to overnight visitors. We will leverage the Montana Brand and use paid, owned, and earned media to orient overnight **visitors to Great Falls'** unique spectacular unspoiled nature and the only in Great Falls breathtaking experiences that can be had by day, with the ability to come back to the relaxing hospitality of our community to renew their spirit for the next day. By developing trip ideas, itineraries around specific events, we will facilitate extended stays in Great Falls, a vibrant and charming small town full of art and modern amenities, prior to **departing for adventures in more of Montana's** spectacular, unspoiled nature.

Great Falls Montana Tourism will work alongside the leaders at Cascade County and in the community to bring the Future of Montana ExpoPark into reality. We will incentivize the development of new events that will provide rave worth experiences for overnight visitors. We will encourage that sharing of positive content and experiences.

Our team is focused on strengthening the economy by promoting the uniqueness of Great Falls, Montana to overnight visitors that will result is Great Falls being THE place in Montana to visit for a genuine experience with the funding received in partnerships with our Great Falls lodging facilities.

SUCCESS

In July 2017 our unified marketing effort was launched with one tourism website, VisitGreatFallsMontana.org, and aggressive digital and social media placements being focused on our target markets, nationally and regionally. We saw the highest impressions in our history.

In September 2017 our Business Development Director started building relationships with meeting planners and submitting aggressive Great Falls focused responses to proposals, landing 8 projects to date.

Our leadership role alongside the Cascade County Commissioners to create a Multipurpose Event Center in Great Falls [Study in 2014] and keep Montana ExpoPark a thriving public asset has resulted in draft long-range master plan.

We consolidated our operations from 15 Overlook Dr into 100 1st Ave N, Lower Level Suite and reallocated this expense to recruiting meetings and conventions and marketing to overnight visitors.

All these strategic decisions have aided in a 15% increase in visitation in 2018. Room demand topped the highest point in 4 years, with 3.3% increase over 2017.

We have a refreshed strategic plan, a strategically aligned staff team, and a media partner that is working to leverage our paid media spend to produce maximum return. We anxiously look forward to the results we can produce in 2020!

VISION

Be THE place in Montana to visit for a genuine experience!

MISSION

Strengthen our economy by promoting the uniqueness of Great Falls, Montana to visitors.

VALUES

Authentic | Innovative | Bold | Accountable |
Respectful | Passionate | Results Focused |
Trust | United | Honest

PRIORITIES

Grow Tourism | Develop the Destination |
Advocate for Tourism

INTENDED RESULTS

5% Increase in Overnight Visitation
2% Increase in New Overnight Visitors
5% Increase in Average Length of Stay
10% Increase in Average Daily Spend
6 New Conventions
25% Increase in Instagram Audience
20% Increase in Facebook Audience

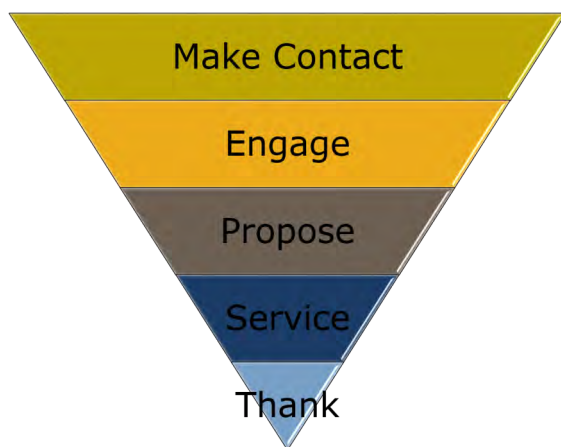




STRATEGY

1 | Promote Great Falls to planners and coordinators of meetings and conventions that have events that will fill multiple properties for multiple days when room demand is at 70% or below.

TACTICS | Great Falls Montana Tourism will utilize a strategic sales funnel to process leads into confirmed business.



We will begin by making contact to facilitate education about Great Falls, Montana through strategic outreach which will include:

- EmpowerMINT+ Database Mining
- Hosted Buyer Events
- Bring it to the Basecamp Presentations

From there, we will qualify leads, convert into prospects and submit proposals that showcase innovative ideas and pre and post travel itineraries. Once the business is secured, we will service them with what we committed to, which can include:

- Building attendance for hosted business
- Connecting with local service providers and key leadership
- Fundraising support
- Assisting with securing room blocks

While in market, Great Falls Montana Tourism will provide hosted welcoming services, including digital agendas on our Visit Great Falls app, with the objective of assisting attendees with experiencing Great Falls, and encourage a return leisure trip. Upon completion, we will follow-up with thank you cards and surveys to determine satisfaction and attendance numbers.

Great Falls Montana Tourism will strategically deploy impact and recruitment incentives and familiarization tours to secure business.

Throughout the process, Great Falls Montana Tourism will maintain communications through our Bring it to the Basecamp emails that will continue to educate and inspire meeting planners to consider Great Falls as the location for their next project.

RESULTS | New Conventions; Increase in Overnight Visitation; Increase in New Overnight Visitors; Increase in Average Length of Stay; Increase in Average Daily Spend

STRATEGY 1 BUDGET | \$146,200

2 | Increase overnight visitors year-round by promoting the uniqueness of Great Falls to leisure travelers.

TACTICS | Great Falls Montana Tourism will

utilize branded paid, owned and earned media, a printed and online guide to Great Falls, trade shows, and the www.VisitGreatFallsMontana.org website to inspire, orient, and facilitate an overnight traveler to the experiences available in Great Falls.

PAID MEDIA | We will use Banik to develop a results focused paid media plan that will rely heavily on digital placement, supplemented by print placements during key travel decisions months. Investment will be more focused to influence travel during late spring, summer and early fall. The Tourism Team will coordinate with Banik on the placement of any Montana Department of Tourism and Business Development led Joint Venture opportunities.

COLLABORATIVE MARKETING | Great Falls Montana Tourism will work with Banik to develop marketing opportunities for our members to buy into that will promote their business and leverage the Basecamp Brand.

OWNED MEDIA | The Tourism Team will develop and implement an annual content calendar to inspire interested markets. We will use the following media with the current followers:

Facebook [6,606]	Instagram [1,196]
YouTube [44]	Basecamp Blog
Website Events	Website Trip Ideas
LinkedIn	Social Toaster [6]

These audiences choose to follow us. Posting content continually inspires them to travel to Great Falls. Growing these audiences increases the number of people who will be inspired to come to Great Falls. Asking these audiences to share and engage in our content increases the reach of our message.

We will send Adventure Awaits emails directly to our database of over 65,000 subscribers throughout the year.

EARNED MEDIA | We will continue to leverage the stories that are written about Great Falls, encourage stories to be written, as well as connect with newly stationed personnel at Malmstrom Airforce Base during monthly



briefings and other events that will connect base residents and their families with Great Falls.

TRADE SHOWS | This will be used to share the Basecamp story, gain insight from target markets and increase email lists with package giveaways. This tactic is resource intensive with staff time and booth costs. Great Falls Montana Tourism will consider only options in key target markets and look for partnerships.

RESULTS | Increase in Overnight Visitation; Increase in New Overnight Visitors; Increase in Average Length of Stay; Increase in Instagram Audience; Increase in Facebook Audience; Increase in Average Daily Spend

RESULTS | Increase in Overnight Visitation; Increase in New Overnight Visitors; Increase in Average Length of Stay; Increase in Average Daily Spend; Increase in Instagram Audience; Increase in Facebook Audience

STRATEGY 2 BUDGET | \$244,500

3 | Create events and experiences that position Great Falls competitively through Montana and the Northwest.

TACTICS | Great Falls Montana Tourism will use two different granting cycles to accept proposals from groups who are looking to create new events and grow events that align with our vision, mission and objectives.

WESTERN ART WEEK | This is a comprehensive signature event for our community, where we still have 20% capacity in room demand. Great Falls Montana Tourism will continue to take a lead role in promoting all the weeks activities

through www.WesternArtWeek.com. We will collect details of each shows events and **promote the week's activities through paid, owned and earned media.**

Great Falls Montana Tourism and 3 other groups produce a show guide. To reduce duplication, we will look to jury the selection of an official Western Art Week show guide that will utilize the Western Art Week branding.

GREAT FALLS MONTANA RESTAURANT WEEK | **After it's second year, this event has failed to gain traction in the local market and hasn't** resulted in room demand increases. We will look for a partner interested in taking the lead on this event, which we will support with paid, owned, and earned media.

RESULTS | Increase in Overnight Visitation; Increase in New Overnight Visitors; Increase in Average Length of Stay

STRATEGY 3 BUDGET | \$139,146

SUPPORT | We saw a 30% increase in website visitors with the launch of our new website in July 1, 2017. We will see another increase by the end of this year, however, need to continually improve our website to keep interest. We will make investments to keep our website relevant, fresh and updated.

Great Falls Montana Tourism will continue to make investments in fresh and new photos and videos to support all of our efforts.

We will utilize our general funds to take advantage of community promotion opportunities.

SUPPORT BUDGET | \$21,200





PROCESS

Developing and growing the tourism effort is driven by market and consumer behavior research. This research ensures the delivery of a specifically crafted trip planning message during a critical stage of the consumer purchase process in targeted markets on specific platforms.

Knowing what activities visitors like to experience, how they make decisions, and how to help influence the decisions at each stage all form the cornerstones to Great Falls Montana **Tourism's marketing strategies.**

Great Falls Montana Tourism invests in paid media placement, developing compelling content, and leveraging that content through owned media.

The Montana Department of Commerce's Office of Tourism and Business Development makes significant investment to support the inspiration stage of the trip planning cycle. Great Falls Montana Tourism leverages that investment with joint marketing opportunities and focusing efforts on orienting.

As part of the orientation step of the trip planning process, Great Falls Montana Tourism provides infographics on direct flights, drive time, and distance from our target markets to support the message that making a trip to the **city can be done in a day or less. That "getting here" message is supported by various trip ideas for weekend trips and weeklong vacations.** One of our one-day trips shows how to spend a day in Great Falls before an evening concert – highlighting day hikes, kayaking, fishing, and shopping along with dining options

to make a memorable time connected to an event.

THE BASECAMP BRAND

From every direction, Montana's spectacular, unspoiled nature calls you closer – from two of America's most amazing national parks, a short drive in either direction, to the miles of trails along the Missouri River and beyond, it is all accessible beginning right in Great Falls. It beckons you to discover Montana's rugged and alluring outdoors freely with independence.

One of the greatest things about our community is we are welcoming, down-to-earth and proud of what we have. We are forward thinking and unapologetic about creating a future based on our potential. Great Falls is a place where you feel more independent, more liberated from conformity and convention. You are more free to pursue your passion, from outdoor recreation to embracing your inner artist.

It's a place where you can be in the middle of an evolving and vibrant downtown life near the riverfront and yet never far from getting away from it all. If you look at life as a wonderful, ever-changing adventure (as we do), we invite you to come to a place where you can live it abundantly, celebrate your independence every single day.

Great Falls provides a basecamp for a wide range of outdoor adventures and offers a haven of rich arts, culture, and history in a vibrant, modern community where an expansive, **unspoiled, diverse landscape renews one's spirit!**

1. We share the unique stories.

2. We keep it conversational.
3. We play up our diverse landscapes.
4. We show hospitality in our community.
5. We use dynamic images and videos.
6. We are consistent in our style.

VOICE | We use specific words to reinforce the attributes of our community. These words include:

Independent | Adventurous | Innovative | Tenacious | Confident | Loyal | Resourceful | Fun | Courageous | Potential | Growth | Refreshing | Creative | Focused | Scenic | Freedom | Alluring | Artistic | Rugged | Spirited | Real | Curiosity | Genuine | Open | Breathtaking | Authentic | Vibrant | Hospitable

TARGET MARKETS

LEISURE PROFILE | Our current overnight visitor to Great Falls is a couple who have been here before and drove here for vacation. They tend to be:

55-74 years old with \$50,000 - \$150,000 HHI

To attract new customers, we will target:

35-44 years old with \$50,000—\$150,000 HHI

We will use geographic, demographic, and psychographic targeting to market to current customers and attract new customers. Our psychographic groups are:

- Historian | Enjoys Lewis & Clark, Charlie Russell and the Plains Indians and the mark they each left on Great Falls.
- Moderate Adventurer | Enjoys getting out into nature to hike, watch wildlife, fish, bike, and kayak, but come back into Great Falls in the evening to enjoy the local brewery, a

live performance, and a comfortable bed.

- Weekender | Comes to Great Falls for a specific event. These include festivals, performances, weddings, and sporting events.
- Active Family | Enjoys museums, and the vast collection of them here, the outdoor recreation, and the history.
- Bleisure | Arrives before or stay after business related travel to engage in leisure experiences.

Each profile helps us craft our message and where and how to place our owned and paid media.

LOCATION | Great Falls will target the following geographic locations.

Seattle WA	Missoula MT
Denver CO	Billings MT
Chicago IL	Kalispell MT
Minneapolis MN	Lethbridge AB
Phoenix AZ	Calgary AB
Salt Lake City UT	Cheyenne WY
	Bismarck ND

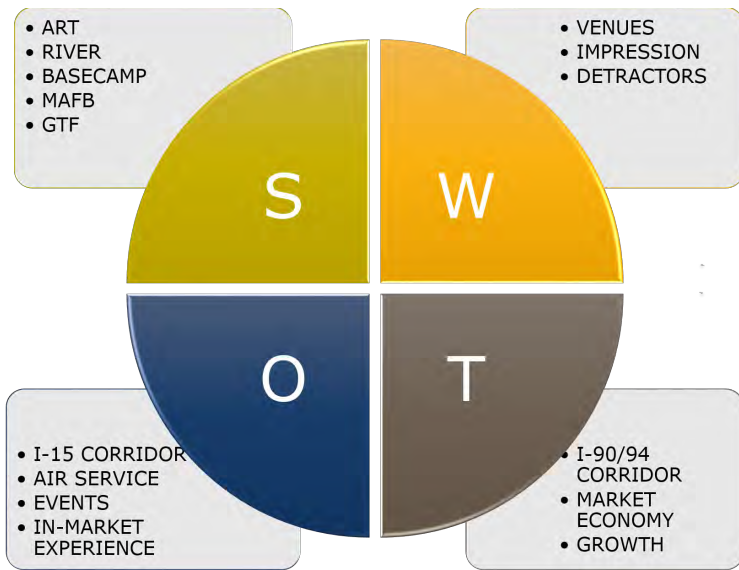
BUSINESS PROFILE | Great Falls Montana Tourism targets meeting planners with multi-day events for 250+ people in outdoor recreation, agriculture, arts, history, culture, or **other areas of Great Falls' competitive advantage.**

LOCATION | The target will be meeting planners looking for locations in the Western United States, focusing in on the Northwest Region, and the Rocky Mountain Region of the Northwest.



ANAYLSIS

The appeal of Montana’s spectacular, unspoiled nature inspires people to travel to the fourth largest state in the US and experience its over 100 vibrant and charming small towns that provide impressive outdoor experiences. As a result, Great Falls competes within the state, as well as the Northwest region and the nation to orient and facilitate the visitor to experience **Montana’s Basecamp for Art & Adventure.**



STRENGTHS

- Art | In the broadest sense of the term, Great Falls has art—from statutes and **murals on the river’s edge trail and downtown**, to state parks and museums that capture our history and culture, to restaurants who source local food, to residents who create masterpieces on canvasses or using batik, and our entrepreneurs who create industry changing products. Great Falls is creative, innovative, and full of art.
- River | The Missouri River connects **Great Falls’ history to the Plains Indians, Corp of Discovery**, mining and electricity. Today it provides access to outdoor recreation, bird viewing, a path for scenic drives, and a backdrop for stunning photography.
- Basecamp | In about an hour or less from Great Falls, you can be in the Rocky Mountain Front and the greater Bob Marshall Wilderness Complex, Sluice Boxes State

Park and the Little Belt Mountains, the Highwood Mountains, on Holter Lake, at Smith River, Sun River. And, just a little further in Glacier National Park.

- Malmstrom | 3,300 personnel, along with **their families, are stationed in Great Falls’** air force base. The base itself draws national **contractor business, and the personnel’s** extended family come to visit.
- GTF | Our international airport is small and accessible, offering direct flights from Seattle, Denver, Las Vegas, Minneapolis, Phoenix, Salt Lake City, and seasonally to Chicago.

WEAKNESS

- Venues| Tried and true, our facility infrastructure is stable but suffers from deferred maintenance and lack of capital investment for industry demanding improvements.
- Impression| Immediate thoughts of Montana include mountains, roaming wildlife, and backpacking adventures, and Great Falls is a modern community on the Missouri River with an industrial history.
- Detractors | 34% of Great Falls residents hold a low-self image of and are negative about the community being a great place to visit.

OPPORTUNITIES

- I-15 Corridor | Great Falls is roughly halfway between Salt Lake City, Utah, and Edmonton, Alberta (via Highway 2 in Alberta, Canada). Through traffic provides a chance to convert travelers for experiences and events. 55% of travelers drive through Great Falls without spending a night.
- Air Service | United, Delta, Alaska, and Allegiant are great partners, however, there are opportunities to add carriers and direct flights.
- Events| Signature events give visitors a specific time to travel to Great Falls. We have room to add more.
- In-Market Experience | The Missouri River

amazing; however, we are missing the opportunity to make it, and other experiences, easier to access. Great Falls can benefit from easy access equipment rentals, tour guides, facilitated experiences, and review worthy interactions.

THREATS

- I-90/I-94 CORRIDOR | This Montana route has larger communities with larger population bases, sees higher traffic counts, and has had more success in event routing than I-15.
- Market Economy | Volatility in the local economy of our target market communities can directly impact travel decisions.
- Growth | The success of peer and benchmark communities related to increased retail experiences and capital investments in infrastructure have increased their tourism budgets to attract more visitors, causing Great Falls to lag behind.

BENCHMARK COMMUNITIES

Billings MT | Missoula MT | Bozeman MT | Kalispell MT | Casper WY | Boise ID | Sioux Falls SD | Grand Forks ND | Bismarck ND

OVERNIGHT VISITOR HISTORY

Great Falls saw 1 million overnight visitors in 2018, a 15% increase over 2017. Alberta was unseated as the #1 location our overnight visitors came from, with our top 5 markets being:

- Washington 14%
- Alberta 13%
- Wyoming 7%

- Colorado 7%
- Arizona 6%

Our overnight visitors top 5 activities were:

- Scenic driving 58%
- Day hiking 33%
- Nature photography 32%
- Wildlife watching 27%
- Recreational shopping 26%

Alberta has historically been a strong recreational shopping market for Great Falls. With changes in the retail landscape nationally, the recreational shopping, and thus the number of Canadian travelers have been impacted.

The Business traveler continues to trail the Leisure Traveler, with only 16% of overnight visitors being here for a convention or meeting. We saw a jump in single overnight visitors to 36% and an increase to 3% of overnight visitors traveling with a business associate.

Our overnight visitors primarily arrive by vehicle (58%), however, air travel has increased over previous years and is now 23%, up 5% from last year. Spending has decreased 3%, from \$204 million [2016] to \$198 million [2017]. Repeat overnight visitors has increased 3% and new overnight visitors are still in decline, 1% over the past year, and 5% since 2016.

Room demand increased 3.3% in 2018 [STR], reaching its highest level in 4 years. We have seen an increase in room supply as well, resulting in occupancy (a percentage of demand over supply) being down.



GREAT FALLS, MONTANA

Great Falls is the 3rd largest city in the Nation's 4th largest state. With 1 million residents in the State and just under 60,000 residents in the city, the open space appeals to residents and non-residents alike. Last year alone, 12 million people visited Montana, and 1 million spent a night in Great Falls.

Great Falls is Montana's Basecamp for Art and Adventure. Designed for independent, outdoor adventurers and planners of meetings, Great Falls provides a true, authentic Montana experience. Our community sits on the banks of the Missouri River in the center of the State. Great Falls is a basecamp to the Rocky, Big Belt, Highwood, and Little Belt Mountain Ranges; each providing public access for a variety of outdoor recreation. It is also a basecamp to the Sun and Smith Rivers; Belt Creek, and Holter Lake; it is 2.5 hours south of the East entrance to Glacier National Park, and 3.5 hours north of the North Entrance to **Yellowstone National Park.** Great Falls' access to a variety of outdoor adventures is complimented by a haven of rich arts, culture, and history in a vibrant, modern community where you can renew your spirit.

Great Falls is Montana's Museum Capital. Famed Cowboy artist and humanitarian, Charlie Russell made Great Falls, Montana his basecamp and the museum that bears his name has the **largest collection of Russell's work, the complex has his studio and home, and The C.M. Russell Museum has been named Montana's Museum worth driving for.** The Lewis & Clark Interpretive Center has North America's most extensive display of the Lewis & Clark expedition. First **People's Buffalo Jump is North America's** Largest and is a National Historic Landmark. The remaining museums in Great Falls celebrate our history, the life of Brother Van, modern artists, the railroad, the artwork of Sister Mary Trinitas Morin and Mother Raphael Schweda, the military missions at Malmstrom Air Force Base, and a hands-on **Children's Museum.**

Great Falls becomes the Western Art Capital of the World for one week in March, in celebration of **Charlie Russell's birthday.** This signature

event brings in over 750 artists at 15+ shows for a variety of auctions, direct purchase, quick finishes, demonstrations, lectures, music and more.

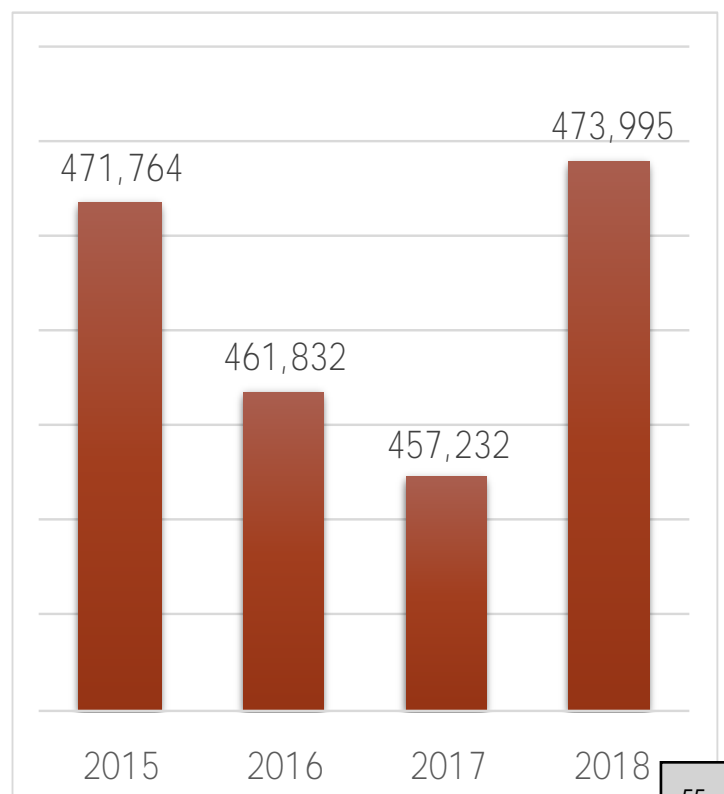
Tourism is a critical driver of the Great Falls economy, accounting for 8% of the GDP. Businesses that make up the Tourism Industry account for 3,080 jobs and over \$72 million in payroll locally. Tourism Industry businesses account for over \$33 million in property taxes. **Great Falls' tourism industry accounts for 9% of Montana's total overall tourism impact, and the State, the City and the Region's tourism** economy is driven by outdoor recreation.

ROOM INVENTORY

Great Falls will have 2,292 rooms available any given night across 30 properties beginning in July 2019. Our inventory by property is broke down by room capacity with:

- 17% with less than 30 Rooms
- 57% with 31—99 Rooms
- 27% with 100+ Rooms

Room demand had been in decline since 2015. We saw an increase in 2018, we are now moving in the right direction, however, we have a more work to do.



2020 BUDGET

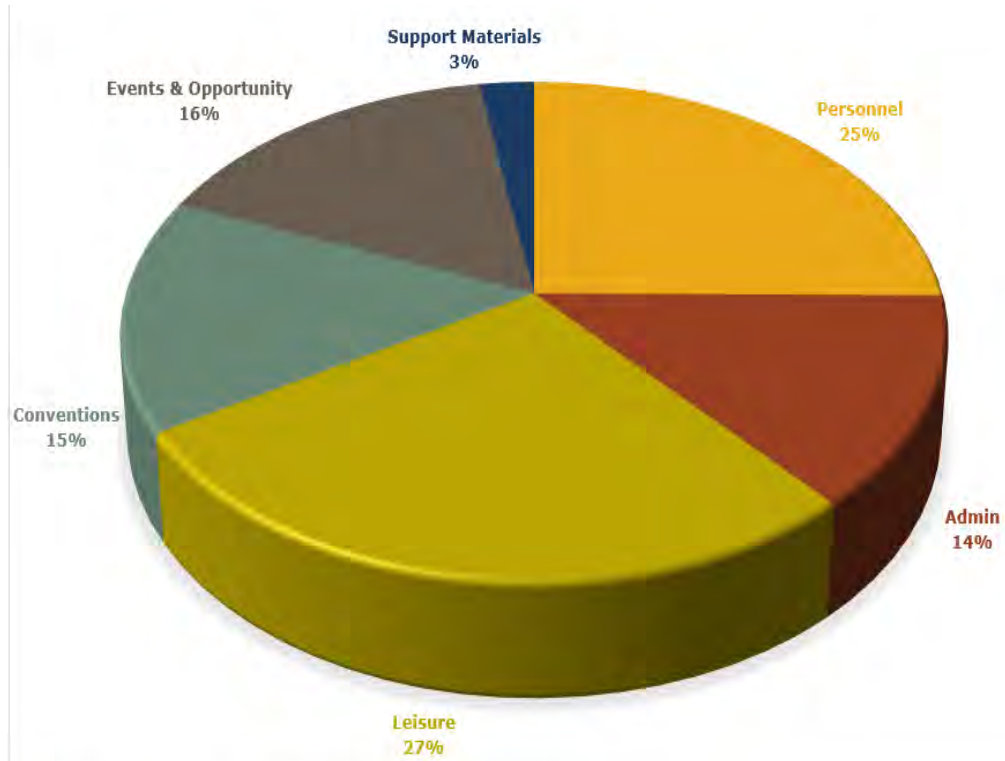
Great Falls Montana Tourism was successful in renewing the Tourism Business Improvement District with an increase in assessments for properties with 30+ rooms. Additionally, room demand increases in the past year provided additional accommodations facility use tax funds to be available.

July 1, 2019 - June 30, 2020

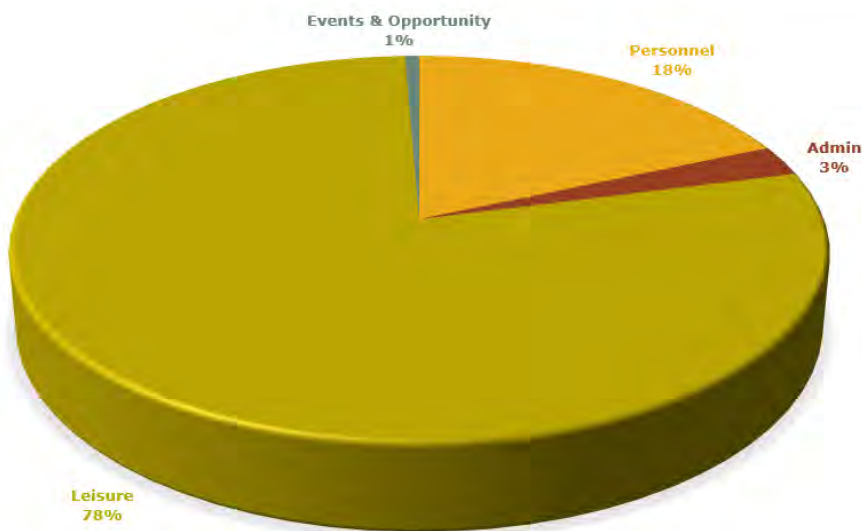
DRAFT

	CVB	GENERAL	TBID	Total		National
Income						
Bed Tax	\$153,152	\$0	\$0	\$153,152		
TBID Assessment	\$0	\$0	\$692,000	\$692,000		
Membership	\$0	\$10,000	\$0	\$10,000		
Advertising	\$0	\$0	\$2,500	\$2,500		
Total Income	\$153,152	\$10,000	\$694,500	\$857,652		
Expenses						
Personnel						
Wages	\$28,230	\$0	\$137,490	\$165,720		
Payroll Expense		\$0	\$49,716	\$49,716		
Total Personnel	\$28,230	\$0	\$187,206	\$215,436	25%	40%
Administration						
Rent	\$0	\$0	\$14,400	\$14,400		
Memberships	\$0	\$0	\$15,000	\$15,000		
Subscription	\$0	\$0	\$27,460	\$27,460		
Phone	\$0	\$0	\$5,220	\$5,220		
Maintenance	\$0	\$0	\$2,040	\$2,040		
Supplies	\$0	\$0	\$13,000	\$13,000		
Postage	\$0	\$0	\$1,000	\$1,000		
Insurance	\$850	\$0	\$2,800	\$3,650		
Professional Fees	\$1,550	\$0	\$19,650	\$21,200		
TAC	\$1,500	\$0	\$0	\$1,500		
Professional Development	\$0	\$0	\$10,000	\$10,000		
Travel	\$0	\$0	\$2,500	\$2,500		
Total Admin	\$3,900	\$0	\$113,070	\$116,970	14%	12%
Leisure Traveler Marketing	\$108,522	\$0	\$101,478	\$210,000	24%	
Conventions Meetings & Groups	\$0	\$0	\$128,400	\$128,400	15%	
ExpoPark	\$0	\$0	\$0	\$0	0%	
Opportunity	\$1,000	\$0	\$130,000	\$131,000	15%	
Photo and Video Library	\$0	\$0	\$10,000	\$10,000	1%	
Visitor Guide	\$6,500	\$8,000	\$0	\$14,500	2%	
Joint Venture	\$5,000	\$0	\$0	\$5,000	1%	
Trade Shows	\$0	\$0	\$5,000	\$5,000	1%	
Website	\$0	\$0	\$10,000	\$10,000	1%	
Community Promotion	\$0	\$2,000	\$0	\$2,000	0%	
App	\$0	\$0	\$1,200	\$1,200	0%	
Events	\$0	\$0	\$8,146	\$8,146	1%	
Total Expenses	\$153,152	\$10,000	\$694,500	\$857,652	61%	48%
Net Profit	\$0	\$0	\$0	\$0		

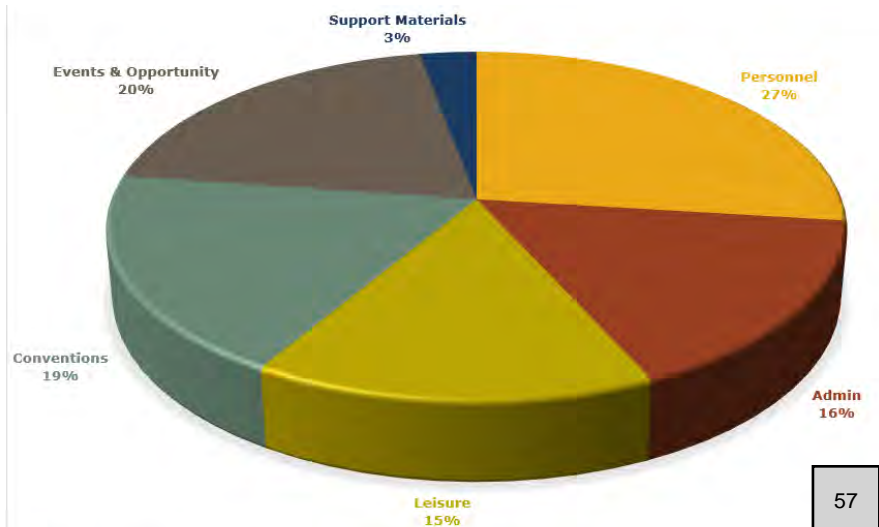
2020 TOTAL BUDGET



2020 ACCOMODATION TAX BUDGET



2020 ASSESSMENT FUNDS BUDGET





VISIT
Great Falls
MONTANA

Facebook | @GreatFallsMontanaTourism

Instagram | @VisitGreatFalls

YouTube | @GreatFallsMontanaTourism

406-761-4406 | Information@VisitGreatFallsMontana.org

100 1st Ave N, Lower Level Suite, Great Falls Montana 59401

Great Falls Montana Tourism Budget Summary
July 1, 2019 - June 30, 2020

	CVB	GENERAL	TBID	Total		National
Income						
1 Bed Tax	\$153,152	\$0	\$0	\$153,152		
2 TBID Assessment	\$0	\$0	\$692,000	\$692,000		
3 Membership	\$0	\$10,000	\$0	\$10,000		
4 Advertising	\$0	\$0	\$2,500	\$2,500		
Total Income	\$153,152	\$10,000	\$694,500	\$857,652		
Expenses						
Personnel						
5 Wages	\$28,230	\$0	\$137,490	\$165,720		
6 Payroll Expense		\$0	\$49,716	\$49,716		
Total Personnel	\$28,230	\$0	\$187,206	\$215,436	25%	40%
Administration						
7 Rent	\$0	\$0	\$14,400	\$14,400		
8 Memberships	\$0	\$0	\$15,000	\$15,000		
9 Subscription	\$0	\$0	\$27,460	\$27,460		
10 Phone	\$0	\$0	\$5,220	\$5,220		
11 Maintenance	\$0	\$0	\$2,040	\$2,040		
12 Supplies	\$0	\$0	\$13,000	\$13,000		
13 Postage	\$0	\$0	\$1,000	\$1,000		
14 Insurance	\$850	\$0	\$2,800	\$3,650		
15 Professional Fees	\$1,550	\$0	\$19,650	\$21,200		
16 TAC	\$1,500	\$0	\$0	\$1,500		
17 Professional Development	\$0	\$0	\$10,000	\$10,000		
18 Travel	\$0	\$0	\$2,500	\$2,500		
Total Admin	\$3,900	\$0	\$113,070	\$116,970	14%	12%
19 Leisure Traveler Marketing	\$108,522	\$0	\$101,478	\$210,000	24%	
20 Conventions Meetings & Groups	\$0	\$0	\$128,400	\$128,400	15%	
21 ExpoPark	\$0	\$0	\$0	\$0	0%	
22 Opportunity	\$1,000	\$0	\$130,000	\$131,000	15%	
23 Photo and Video Library	\$0	\$0	\$10,000	\$10,000	1%	
24 Visitor Guide	\$6,500	\$8,000	\$0	\$14,500	2%	
25 Joint Venture	\$5,000	\$0	\$0	\$5,000	1%	
26 Trade Shows	\$0	\$0	\$5,000	\$5,000	1%	
27 Website	\$0	\$0	\$10,000	\$10,000	1%	
28 Community Promotion	\$0	\$2,000	\$0	\$2,000	0%	
29 App	\$0	\$0	\$1,200	\$1,200	0%	
30 Events	\$0	\$0	\$8,146	\$8,146	1%	
Total Expenses	\$153,152	\$10,000	\$694,500	\$857,652	61%	48%
Net Profit	\$0	\$0	\$0	\$0		

Great Falls Montana Tourism Budget Summary
July 1, 2019 - June 30, 2020

ADOPTED 4-16-2020

	CVB	GENERAL	TBID	Total	National	\$ +/-	%	
Income								
1 Bed Tax	\$174,475	\$0	\$0	\$174,475		\$21,323	14%	
2 TBID Assessment	\$0	\$0	\$779,677	\$779,677		\$0	0%	
3 Membership	\$0	\$5,900	\$0	\$5,900		-\$4,100	-41%	
4 Advertising	\$0	\$0	\$0	\$0		-\$2,500	-100%	
Total Income	\$174,475	\$5,900	\$779,677	\$960,052		\$14,723	2%	
Expenses								
Personnel								
5 Wages	\$28,230	\$0	\$127,490	\$155,720		-\$10,000	-6%	
6 Payroll Expense		\$0	\$49,716	\$49,716		\$0	0%	
Total Personnel	\$28,230	\$0	\$177,206	\$205,436	21%	40%	-\$10,000	-5%
Administration								
7 Rent	\$0	\$0	\$14,400	\$14,400		\$0	0%	
8 Memberships	\$0	\$0	\$15,000	\$15,000		\$0	0%	
9 Subscription	\$0	\$0	\$27,460	\$27,460		\$0	0%	
10 Phone	\$0	\$0	\$5,220	\$5,220		\$0	0%	
11 Maintenance	\$0	\$0	\$2,040	\$2,040		\$0	0%	
12 Supplies	\$0	\$0	\$13,000	\$13,000		\$0	0%	
13 Postage	\$0	\$0	\$1,000	\$1,000		\$0	0%	
14 Insurance	\$850	\$0	\$2,800	\$3,650		\$0	0%	
15 Professional Fees	\$1,550	\$0	\$19,650	\$21,200		\$0	0%	
16 TAC	\$1,500	\$0	\$0	\$1,500		\$0	0%	
17 Professional Development	\$0	\$0	\$7,000	\$7,000		-\$3,000	-30%	
18 Travel	\$0	\$0	\$2,500	\$2,500		\$0	0%	
Total Admin	\$3,900	\$0	\$110,070	\$113,970	12%	12%	-\$3,000	-3%
19 Leisure Traveler Marketing	\$129,845	\$0	\$226,155	\$356,000	37%	\$58,323	20%	
20 Conventions Meetings & Groups	\$0	\$0	\$101,900	\$101,900	11%	-\$26,500	-21%	
21 ExpoPark	\$0	\$0	\$0	\$0	0%	\$0	0%	
22 Opportunity	\$1,000	\$0	\$180,000	\$181,000	19%	\$50,000	38%	
23 Photo and Video Library	\$0	\$0	\$10,000	\$10,000	1%	\$0	0%	
24 Visitor Guide	\$6,500	\$8,000	\$0	\$14,500	2%	\$0	0%	
25 Joint Venture	\$5,000	\$0	\$0	\$5,000	1%	\$0	0%	
26 Trade Shows	\$0	\$0	\$5,000	\$5,000	1%	\$0	0%	
27 Website	\$0	\$0	\$10,000	\$10,000	1%	\$0	0%	
28 Community Promotion	\$0	\$0	\$0	\$0	0%	-\$2,000	-100%	
29 App	\$0	\$0	\$1,200	\$1,200	0%	\$0	0%	
30 Events	\$0	\$0	\$8,146	\$8,146	1%	\$0	0%	
Total Expenses	\$174,475	\$8,000	\$829,677	\$1,012,152	72%	48%	\$66,823	7%
Net Profit	\$0	-\$2,100	-\$50,000	-\$52,100		-\$52,100		



**Boards of Directors Meeting Agenda
Great Falls Convention and Visitors Bureau & Great Falls
Tourism Business Improvement District**

Thursday, April 16, 2020 | 9:00 AM – 10:25 AM | <https://zoom.us/j/5456501810>; ID: 545 650 1810

CVB Board: Wayne Thares, Gayle Fisher, Steve Herrig, Susan Shannon, Wendy Lee, Kerry McInerney, Brett Doney, Kaylene Kershner, Scott Letre, Karen Venetz

TBID Board: Sandra Johnson-Thares, Becky Amaral-Miller, Scott Shull, David Buckingham, Robert Dompier

Staff: Marisela Hazzard, Kristin Dayao, Rebecca Engum

9:00 | 1. Welcome, Call to Order, Introductions – Kaylene Kershner, Sandra Thares

9:02 | 2. Public Comment – Kaylene Kershner, Sandra Thares
Opportunity for public comment related to items on the agenda

No public comment.

9:03 | 3. Consent Agenda – Kaylene Kershner, Sandra Thares
Convention and Visitors Bureau Board of Directors
a) approve 2-20-2020 Minutes
b) accept February Financials
c) accept March Financials

CVB ACTION TAKEN

Motion made to approve consent agenda. Seconded. No discussion. All in favor. None Opposed. The motion passed.

Tourism Business Improvement District Board of Directors

- d) approve 2-20-2020 Minutes
- e) accept February Financials
- f) accept March Financials

TBID ACTION TAKEN

Motion made to approve consent agenda. Seconded. Discussion made regarding the \$10k committed to Special Olympics. All in favor. None Opposed. The motion passed.

9:06 | 4. Montana ExpoPark Campaign Agreement – Rebecca Engum
Tourism Business Improvement District Board of Directors approve/reject Montana ExpoPark Campaign Agreement and authorize Chair to sign on behalf of Tourism Business Improvement District.

TBID ACTION TAKEN

Motion made to approve Montana ExpoPark Campaign Agreement and Authorize Chair to sign on behalf of Tourism Business Improvement District. Seconded. Discussion made to reach out to other businesses to start engaging more. All in favor. None Opposed. The motion passed.

9:11 | 5. The Future of Montana ExpoPark Directors Dos and Dents & Talking Points – Rebecca Engum

Discuss Director responsibilities connected to The Future of Montana ExpoPark Plan.

9:14 | 6. Budget Amendment for 2020 – Rebecca Engum

Convention and Visitors Bureau Board of Directors approve/reject amendment to 2020 Budget.

CVB ACTION TAKEN

Motion made to approve the amendment to the 2020 Budget. Seconded. No Discussion. All in Favor. None Opposed. The motion passed.

Tourism Business Improvement District Board of Directors approve/reject amendment to 2020 Budget.

TBID ACTION TAKEN

Motion made to approve the amendment to the 2020 Budget. Seconded. No Discussion. All in Favor. None Opposed. The motion passed.

9:16 | 7. TBID Assessment Policy – Sandra Johnson-Thares

Tourism Business Improvement District Board of Directors approve/reject Assessment Policy.

TBID ACTION TAKEN

Motion made to approve the TBID Assessment Policy. Seconded. Discussion regarding how a property knows it's been assessed 100% so that it can appeal. Also discussed added August as a month to be able to appeal in. All in Favor. None Opposed. The motion passed.

9:25 | 8. Waive Membership Investment for Fiscal Year 2021 – Wayne Thares

Convention and Visitors Bureau Board of Directors approve/reject waiving fiscal year 2021 Membership Investment. Any credits would be applied to 2022 membership. New members in 2021 must complete membership application to be considered members.

CVB ACTION TAKEN

Motion made to approve waiving fiscal year 2021 membership investment. Seconded. Discussion made regarding existing members getting a years pass, revenue taking a hard hit, and about membership dues not being members priority payments at this moment. All in favor. None Opposed. The motion passed.

9:30 | 9. 2021 Marketing Plan – Rebecca Engum

Convention and Visitors Bureau Board of Directors approve/reject 2021 Marketing Plan.

CVB ACTION TAKEN

Motion made to approve 2021 Marketing Plan. Seconded. Discussion made about concerns with taxes due, not receiving normal funds, and reaching out for funds available to supplement losses. All in favor. None opposed. The motion passed.

Tourism Business Improvement District Board of Directors approve/reject 2021 Marketing Plan.

TBID ACTION TAKEN

Motion made to approve 2021 Marketing Plan. Seconded. Discussion made that changes could be applied to the marketing plan weekly. All in favor. None opposed. The motion passed.

9:40 | 10. 2021 Budget – Rebecca Engum

Convention and Visitors Bureau Board of Directors approve/reject 2021 Budget.

CVB ACTION TAKEN

Motion made to approve 2021 Budget. Seconded. No discussion. All in favor. None opposed. The motion passed.

Tourism Business Improvement District Board of Directors approve/reject 2021 Budget.

TBID ACTION TAKEN

Motion made to approve 2021 Budget. Seconded. No discussion. All in favor. None opposed. The motion passed.

9:45 | 11. Appoint CVB Nominating Committee – Kaylene Kershner

Chair designate 3 members to present a slate of 4 candidates for members to consider for Director to serve from 7-1-2020 to 6-30-2023.

Kaylene designated Wayne Thares, Brett Downey, and Brian Thompson to present a slate of 4 candidates for members to consider for Director to serve from 7-1-2020 to 6-30-2023.

9:50 | 12. Reports

1. Great Falls Area Lodging Association – Karen Venetz

Karen Venetz gave report.

2. Business Development Pipeline – Kristin Dayao

Kristin Dayao gave report.

3. Executive Director – Rebecca Engum

Rebecca Engum gave report.

10:15 | 13. Partner Updates – Kaylene Kershner, Sandra Thares

Updates on key initiatives, exciting developments, and important efforts affecting Great Falls, Montana.

Updates provided on Gayle remaining in her position through December 2020, awarding RFPs to Wendt and Banik, with a budget of \$200,000 Gayle will not be publishing a travel planner, and GFDA has been helping businesses apply for SBA economic disaster loans and payroll protection program.

10:25 | 14. Public Comment – Kaylene Kershner, Sandra Thares
Opportunity for public comment related to Tourism in Great Falls, Montana.

No Public Comment.

10:25 | 15. Adjourn – Kaylene Kershner, Sandra Thares



Item: Resolution 10347 – A Resolution Fixing the Ambulance Services Rates Pursuant to Title 8, Chapter 5, Section 250, of the Official Code of the City of Great Falls (OCCGF)

From: Jeremy Jones, Interim Fire Chief/City EMS Administrator

Initiated By: Dave Kuhn, President Great Falls Emergency Services

Presented By: Jeremy Jones, Interim Fire Chief

Action Requested: Conduct a public hearing and adopt Resolution 10347

Public Hearing:

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

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (adopt/deny) Resolution 10347.”
 2. Mayor requests a second to the motion, Commission discussion, and calls for the vote.
-

Summary: In 2008 the City Commission approved “An Agreement with Great Falls Emergency Services (GFES) and the City of Great Falls, Montana for Citywide 911 Emergency Ambulance Services.”

Pursuant to Mont. Code Ann. Sec. 7-6-4013 and Sec. 7-1-4131 (2001) and Ordinance 3181 adopted by the City Commission in 2018, GFES is required to submit to the EMS administrator a proposed ambulance fee schedule that will be approved by Commission resolution, if said fees are consistent with industry best practices, the market, and applicable federal and state laws. The last GFES base rate increase above the annual CPI was in 2014.

To determine the appropriateness of the proposed ambulance rate increases, staff have reviewed ambulance rate increase information provided by Mr. Dave Kuhn (President and owner of GFES and MES). Based on the information provided, it appears a rate adjustment is necessary to ensure the financial stability and vitality of Great Falls Emergency Services business operations. It must be noted due to confidentiality of many of the private ambulance providers’ rate structures, it is difficult for staff to verify all of the data provided by GFES.

According to Mr. Grohs, the basis for the proposed rate increase is to “offset a portion of the estimated additional ambulance variable cost of \$295,000 a year (already implemented additional units to cover City of Great Falls requirements) and this rate will help subsidize additional staffing that GFES has put on over the last few months.” It must be noted that the City of Great Falls has not mandated changes to the deployment model and staffing requirements of the current Citywide 911 Emergency Ambulance Services agreement which has been mutually agreed upon by both GFES and the City.

GFES notes under #1 of Attachment 5, (Comparable Matrix), “For comparison purposes Missoula Emergency Services fees paid to the City of Missoula are around half of those being paid by GFES to the City of Great Falls.” Staff notes that Missoula Emergency Services (MES) pays fees of \$10,000 for contract oversight, \$24,000 for first response fee, and \$10,000 for Medical director services. MES and Missoula Fire Department do not pay dispatch fees to the county’s dispatch center. In Great Falls, GFES pays \$29,878 for dispatch services in comparison to \$468,000 GFFR pays for dispatch services. This cost for dispatch services is the difference in fees paid between GFES to the City of Great Falls and MES to the City of Missoula.

Significant Impacts: This ambulance rate increases equates to an approximate 33% increase will have a direct impact on citizens who have private insurance or do not have Medicaid or Medicare coverage and require prehospital Emergency Medical Services (EMS) transport service from Great Falls Emergency Services (GFES) .

Fiscal Impact: There is no direct fiscal impact to the City of Great Falls or the General Fund from this proposed rate increase. However, the Western CPI will continue to apply annually to the fees that GFES bills its customers.

Alternatives: Reject the changes to the proposed transport rate increase. Denial of this rate increase may result in a hardship for GFES to provide prehospital patient transport services.

Concurrences:

EMS System Administrator
City Manager’s Office
City Attorney

Attachments:

1. Resolution 10347 with attached Exhibit “A” (Pre-Hospital Ambulance Rates for Advanced Life Support and Basic Life Support)
2. Abaris Group Letter dated March 31, 2020 with recommended rate increases
3. Justin Grohs Letter dated April 1, 2020
4. Justin Grohs Letter dated May 5, 2020
5. Comparable Matrix
6. EMS Transport rate comparable for Montana Cities and fee schedule comparison with Great Falls and Missoula
7. An Agreement with Great Falls Emergency Services and the City of Great Falls, Montana, for Citywide 911 Emergency Ambulance Services

RESOLUTION NO. 10347

A RESOLUTION FIXING THE AMBULANCE SERVICE RATES PURSUANT TO TITLE 8, CHAPTER 5, SECTION 250, OF THE OFFICIAL CODE OF THE CITY OF GREAT FALLS (OCCGF)

WHEREAS, Title 8, Chapter 5, Section 010(D) of the OCCGF allows for adequate 911 emergency ambulance services and to establish ambulance service rates for the City's contracted ambulance service as approved by the City Commission; and

WHEREAS, since 2008 the City of Great Falls has contracted with Great Falls Emergency Services (GFES) to provide 911 EMS patient transport services within the City of Great Falls and Fire Districts served by Great Falls Fire Rescue; and

WHEREAS, § 8.5.250(A) of the OCCGF sets forth that the contracted ambulance service shall submit to the EMS Administrator a proposed ambulance fee schedule that will be approved by Commission resolution, if said fees are consistent with industry best practices, the market, and applicable federal and state laws; and

WHEREAS, the General Manager of GFES submitted a written request to the EMS System Administrator proposing a rate increase above the annual Western Index CPI increase stating the last GFES base rate increase above the annual CPI was in 2014, and that the annual CPI increase does not keep up with the rising costs of providing emergency healthcare; and

WHEREAS, the Abaris Group provided its expert opinion in support of GFES' request for a rate increase to help defray the costs of providing ambulance services to the Great Falls area.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, that the Pre-Hospital Ambulance Rates for Advanced Life Support and Basic Life Support are adopted as set forth in Exhibit "A" attached hereto, superseding the rates set forth as Exhibit "D" to the agreement adopted by the Commission on May 20, 2014, titled "An Agreement with Great Falls Emergency Services and the City of Great Falls, Montana for Citywide 911 Emergency Ambulance Services.

BE IT FURTHER RESOLVED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, that all other provisions of the May 20, 2014 agreement titled "An Agreement with Great Falls Emergency Services and the City of Great Falls, Montana for Citywide 911 Emergency Ambulance Services" remain in full force and effect.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, this 16th day of June, 2020.

Bob Kelly, Mayor

ATTEST:

Lisa Kunz, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

Sara Sexe, City Attorney

Resolution 10347 - Exhibit "A"

Advanced Life Support	Cost
ALS Emergency	\$1540.29
ALS 2 Emergency	\$1540.58
Waiting Time	No Charge for 911 (typical \$10-\$25 every 15 min)
Night Charge	No Charge (typical \$100-\$300)
ALS Treatment w/o Transport	\$175
Oxygen	\$ 95.14
I.V. Supplies	\$ 78.34
ALS Routine Supplies	\$ 108.89
Intubations Supplies	\$ 112.86
Defibrillation Supplies	\$ 95.27
EKG Supplies	\$ 16.56
Mileage (per loaded mile)	\$ 25.80
Medications, in some cases, are in addition to ALS charges	
Basic Life Support	Cost
BLS Emergency	\$1314.63
Night Charge	No Charge (typical \$100-\$300)
BLS Treatment w/o Transport	\$100
Waiting Time	No Charge for 911 (typical \$10-\$25 every 15 min)
Oxygen	\$ 95.14
BLS Routine Supplies	\$ 81.46
EKG Supplies	\$ 16.56
Mileage (per loaded mile)	\$ 25.80
Standby (one hour minimum)	\$95.00 per hour, not to be duplicated with ALS or BLS charges.
Standby (each additional 15 minutes)	\$22.50



March 31, 2020

Dave Kuhn, President
Great Falls Emergency Services
514 9th Ave S
Great Falls, Montana 59405

RE: Expert Letter Great Falls Emergency Services (GFES) rates for the City of Great Falls, MT.

Dear David,

You have asked me to provide an opinion on the current contract between the City of Great Falls, MT and GFES and the rates by your ambulance firm, GFES.

As a reminder, I am an expert in EMS bidding (Request for Proposals – RFP), contract language, and assistance with execution of contracts for EMS delivery at the first response and transport levels. I have been in this industry for nearly 40 years and my work has primarily focused on municipal and other governmental agencies.

Several years ago, I served as an expert to the City of Great Falls and provided guidance on fashioning the current response time performance standards and the implementation of what is now the current ambulance service standard in use in the City of Great Falls today.

We understand that GFES is interested in a rate increase to help defray the costs of providing ambulance services to the Great Falls area. We have evaluated ambulance rates currently charged by GFES in Great Falls and other similar rates provided in small cities across the county. We also noted that GFES has not had a rate increase in several years aside from the annual CPI increase permitted by the contact. This annual CPI increase does not meet the escalating costs of healthcare services.

We also studied other ambulance rates in Montana when they were available; they also strongly suggest a rate increase. The proposed GFES rates are below the rates of most comparable Montana EMS services. Comparable communities in California and Arizona have Advanced Life Support (ALS) base rates of 3,000 to \$4,000 with adjustments for Basic Life Support (BLS) at the same levels. The challenges in ambulance rates are increasing costs, the addition of state and local mandate and shrinking reimbursement especially from Medicare. This is a universal concern amongst ambulance services in the country especially in suburban and rural areas where there are smaller number of EMS calls to recover these costs and revenue shortages.

We hope this clarifies The Abaris Group's expert opinion on this subject. Thanks again for your request. I would be happy to answer any questions on this matter and our opinion on this topic.

Yours truly,

Mike Williams
President



APPENDIX A – Proposed GFES rates

Exhibit D: Ambulance Rates	
Advanced Life Support	Cost
ALS Emergency	\$1540.29
ALS 2 Emergency	\$1845.66
Waiting Time	No Charge for 911 (typical \$10-\$25 every 15 min)
Night Charge	No Charge (typical \$100-\$300)
ALS Treatment w/o Transport	\$175
Oxygen	\$ 95.30
I.V. Supplies	\$ 80.90
ALS Routine Supplies	\$ 167.28
Intubations Supplies	\$ 123.27
Defibrillation Supplies	\$ 95.27
EKG Supplies	\$ 17.26
Mileage (per loaded mile)	\$ 25.80
Medications, in some cases, are in addition to ALS charges	
Basic Life Support	Cost
BLS Emergency	\$1314.63
Night Charge	No Charge (typical \$100-\$300)
BLS Treatment w/o Transport	\$100
Waiting Time	No Charge for 911 (typical \$10-\$25 every 15 min)
Oxygen	\$ 95.30
BLS Routine Supplies	\$ 144.83
EKG Supplies	\$ 17.26
Mileage (per loaded mile)	\$ 25.80
Standby (one hour minimum)	\$95.00 per hour, not to be duplicated with ALS or BLS charges.
Standby (each additional 15 minutes)	\$22.50



Great Falls Emergency Services

DATE: 4/1/20
TO: Fire Chief Steve Hester, EMS System Administrator
City of Great Falls
FROM: Justin Grohs
RE: Ambulance Rate Increase

Chief Hester,

Per COGF Ordinance 8.9.375, GFES would like to request a rate increase.

We have not had an appreciable rate increase since 2014, and the annual Western Index CPI increase does not keep up with the rising costs of providing emergency healthcare.

Please see attached a letter from the Abaris Group who was the EMS consulting firm that the City contracted with to generate the City EMS Ordinance and original City EMS contract. The rate increase is supported by the Abaris Group and is included in their letter as an appendix.

This rate increase will help subsidize additional staffing that GFES has put on over the last few months.

It is worth noting that this rate increase will affect only about 12% of all transports, since most of our transports are billed to fixed-rate government payors such as Medicare. In other words, this increase will, as usual, affect only a small percentage of the population in Great Falls.

Thank you for your consideration.

Sincerely

A handwritten signature in black ink, appearing to read "Justin Grohs".

Justin Grohs
General Manager

Great Falls Emergency Services 514 9th Ave South, Great Falls, Montana 59405
406.453.5300 greatfallsemergencyservices.com



Great Falls Emergency Services

5 May 2020

Chief Hester,

Please consider this an addendum to my letter to you dated 4/1/20 regarding our ambulance rate increase.

The specific proposed rates for the City EMS contract are as follows:

Exhibit D: Ambulance Rates

Advanced Life Support	Cost
ALS Emergency	\$1540.29
ALS 2 Emergency	\$1540.58
Waiting Time	No Charge for 911 (typical \$10-\$25 every 15 min)
Night Charge	No Charge (typical \$100-\$300)
ALS Treatment w/o Transport	\$175
Oxygen	\$ 95.14
I.V. Supplies	\$ 78.34
ALS Routine Supplies	\$ 108.89
Intubations Supplies	\$ 112.86
Defibrillation Supplies	\$ 95.27
EKG Supplies	\$ 16.56
Mileage (per loaded mile)	\$ 25.80
Medications, in some cases, are in addition to ALS charges	
Basic Life Support	Cost
BLS Emergency	\$1314.63
Night Charge	No Charge (typical \$100-\$300)
BLS Treatment w/o Transport	\$100
Waiting Time	No Charge for 911 (typical \$10-\$25 every 15 min)
Oxygen	\$ 95.14
BLS Routine Supplies	\$ 81.46
EKG Supplies	\$ 16.56
Mileage (per loaded mile)	\$ 25.80
Standby (one hour minimum)	\$95.00 per hour, not to be duplicated with ALS or BLS charges.
Standby (each additional 15 minutes)	\$22.50

The rationale for this rate change are explained in the aforementioned letter, with supporting documentation contained in the letter from the Abaris Group (entitled **GFES – COGF ABARIS Expert Charge Letter 3-31-20**), as well as the spreadsheet I sent entitled '**GFES rate comparison with Missoula and Kalispell**'.

Thank you,

Justin Grohs

Great Falls Emergency Services 514 9th Ave South, Great Falls, Montana 59405
406.453.5300 greatfallsemergencyservices.com

Purpose for Increase Request: To offset a portion of the estimated additional ambulance variable cost of \$295,000 a year (already implemented additional units to cover City of Great Falls requirements)

Background: Additional on duty ambulance costs covered by county subsidy, slight increase in city transport volume, regional interfacility transports, and company losses.

RATES	GFES current	GFES revised	% increase	Missoula current ₁	Kalispell Non Resident	Kalispell Resident ₂	Kalispell resident rate adjusted w/ subsidy added in (\$150 per trans)	Equivalent rate per transport Amount GFES would need to charge in order to collect what Kalispell receives per transport
MILEAGE	\$ 22.38	\$ 25.80	15%	\$ 26.06	\$ 23.71	\$ 23.71		See note 3 & 4 below
BLS EMERGENCY 1	\$ 986.38	\$ 1,314.63	33%	\$ 1,327.91	\$ 1,298.12	\$ 1,019.20	\$ 1,169.20	\$ 3,162.06
ALS EMERGENCY 1	\$ 1,158.33	\$ 1,540.29	33%	\$ 1,555.85	\$ 1,475.78	\$ 1,196.86	\$ 1,346.86	\$ 3,339.72
ALS 2	\$ 1,158.33	\$ 1,540.58	33%	\$ 1,864.66	\$ 1,475.78	\$ 1,196.86	\$ 1,346.86	\$ 3,339.72
BLS SUPPLIES	\$ 65.17	\$ 81.46	25%	\$ 146.29	\$ 99.26	\$ 99.26		
ALS SUPPLIES	\$ 87.11	\$ 108.89	25%	\$ 168.97	\$ 133.79	\$ 133.79		
IV SUPPLIES	\$ 62.67	\$ 78.34	25%	\$ 81.72	\$ 70.82	\$ 70.82		
OXYGEN	\$ 76.11	\$ 95.14	25%	\$ 96.26	\$ 83.43	\$ 83.43		
INTUBATION	\$ 90.29	\$ 112.86	25%	\$ 124.54	\$ 102.04	\$ 102.04		
EKG SUPPLIES	\$ 13.25	\$ 16.56	25%		\$ 5.63	\$ 5.63		
ALS Treatment / no transport	\$ 100.00	\$ 175.00	75%		\$ 391.94	\$ 113.02		
BLS Treatment / no transport	\$ 50.00	\$ 100.00	100%		\$ 391.94	\$ 113.02		
Standby (one hour min)	\$ 75.00	\$ 95.00	27%	\$ 100.00	\$ 110.00	\$ 110.00		
Standby (each additional 15 min)	\$ 18.00	\$ 22.50	25%	\$ 25.00	\$ 21.25	\$ 21.25		
Extra Attendant		no charge		no charge	\$ 55.78	\$ 55.78		
ESTIMATED ADDITIONAL DOLLARS COLLECTED PER TRANSPORT:		\$28						
ESTIMATED AVERAGE COLLECTION RATE AFTER RATE ADJUSTMENT:		32%						

1. For comparison purposes Missoula Emergency Services fees paid to the the City of Missoula are around half of those being paid by GFES to the City of Great Falls. \$180-\$200 per transport is needed to cover the cost of the fees curenly being paid by GFES to the City of Great Falls.

2. Kalispell receives approximately \$350,000 in annual subsidies which is equal to an additional \$150.00 per transport.

3. For every non-subsidized rate increase of \$150.00 per transport, GFES will only realize an increase of \$10.50 per transport.

4. GFES would have to raise its rates \$2,142 in order to collect the amount equal to a \$150 per transport subsidy (Adjusted and shown in the yellow section above).

EMS Transport Comparison Rates for Montana Cities

	GF current	GF proposed	Billings *	Bozeman	Butte	Helena	Missoula	Kalispell	Livingston	Glendive
Mileage	\$22.38	\$25.80	<i>na</i>	\$24.89	\$17.00	\$19.05	\$26.06	\$23.71	\$15.00	\$13.75
ALS 1 Emergency	\$1,158.33	\$1,540.29	<i>na</i>	\$1,631.44	\$1,400.00	\$2,203.99	\$1,555.85	\$1,475.78	\$815.00	\$629.01
BLS Emergency	\$986.38	\$1,314.63	<i>na</i>	\$1,389.95	\$1,250.00	\$955.91	\$1,327.91	\$1,298.12	\$670.00	\$595.98
ALS 2	\$1,148.33	\$1,540.58	<i>na</i>	\$1,900.25	<i>na</i>	\$3,840.85	\$1,864.66	\$1,475.78	\$1,115.00	<i>na</i>

* No response from Billings

City of Great Falls/ Great Falls Emergency services vs City of Missoula performance contract

Description	FY 19/20	FY 20/21	Quarterly	Missoula
Dispatch	\$29,064.66	\$29,878.47	\$7,469.62	\$0
Oversight	\$11,130.69	\$11,442.35	\$2,860.59	\$10,000.00
Med Direct	\$8,904.78	\$9,154.11	\$2,288.53	\$12,000.00
Transport Fee	\$24,735.72	\$25,428.32	\$6,357.08	\$24,000.00
Totals	\$73,835.85	\$75,903.25	\$18,975.81	\$46,000.00

- Correct -

05/20/14/14

AN AGREEMENT WITH GREAT FALLS EMERGENCY SERVICES AND THE CITY OF GREAT FALLS, MONTANA FOR CITYWIDE 911 EMERGENCY AMBULANCE SERVICES

TABLE OF CONTENTS

SECTION 1 – ADMINISTRATION OF THE CONTRACT AND TERMS	3
1.1 Contract Administration	3
1.2 Terms of Contract.....	3
1.3 Conditions for Contract Extension	3
1.4 Contract Service Area	3
1.5 Notices.....	3
SECTION 2 – ROLES AND RESPONSIBILITIES	4
2.1 City's Functional Responsibilities	4
2.2 Contractor's Functional Responsibilities.....	4
2.3 Medical Control.....	5
SECTION 3 – DEPLOYMENT.....	6
3.1 Deployment Plan	6
3.2 On-Going Deployment Plan Requirements.....	7
3.3 Annual review of Deployment Plan.....	7
3.4 Standby	7
SECTION 4 - OPERATIONS.....	7
4.1 Response Time Standards	7
4.2 Dispatch Requirements	10
4.3 Equipment and Supplies.....	10
4.4 Disaster Preparedness	12
4.5 System Committee Participation.....	12
4.6 First-Responder Program Support.....	13
SECTION 5 - PERSONNEL	13
5.1 Clinical and Staffing Standards.....	13
5.2 Safety and Infection Control	14
SECTION 6 – QUALITY/PERFORMANCE	14
6.1 Continuous Quality Improvement Program.....	14
6.2 Inquiries and Complaints	14
SECTION 7 – DATA AND REPORTING.....	15
7.1 Data System Hardware and Software	15
7.2 Uses and Reporting Responsibilities	15
7.3 Pre-Hospital Care Reports.....	15
7.4 Inspection of Records and Reports	15
7.5 Health Insurance Portability and Accountability Act of 1996, Public Law 104-191	15

SECTION 8 – SUBCONTRACTING	16
8.1 General Subcontracting Provisions	16
8.2 Relationships and Accountability	16
8.3 Performance Criteria	17
SECTION 9 – ADMINISTRATIVE REQUIREMENTS	17
9.1 Performance Security	17
9.2 Insurance.....	18
9.3 Indemnification	18
SECTION 10 – FISCAL REQUIREMENTS	19
10.1 Annual Subsidy.....	19
10.2 General Provisions	19
10.3 Billing and Collections.....	19
10.4 Reporting Responsibilities	20
10.5 Damages	20
10.6 Compensation to City	20
SECTION 11 – GENERAL CONTRACT REQUIREMENTS	21
11.1 Contract Termination	21
11.2 Declaration of Major Breach and Takeover/Replacement Service	23
11.3 Dispute After Takeover/Replacement.....	23
11.4 Breach Not Dangerous to Public Health and Safety	24
11.5 Liquidated Damages.....	24
11.6 City Responsibilities	24
11.7 “Lame Duck” Provisions	24
11.8 Equal Employment Opportunity	25
11.9 Independent Contractor Status.....	25
11.10 Non-Assignment and Non-Delegation	25
11.11 Conformance to Regulations	25
11.12 Conformance to Law.....	25
11.13 Reports	26
11.14 Changes	26
11.15 Retention of Records and Record Keeping, Accounting Practices	26
11.16 Force Majeure	26
11.17 Severability	26
SECTION 12 – EXHIBITS	29
12.1 Exhibit A: Reporting Requirements.....	30
12.2 Exhibit B: Damages	33
12.3 Exhibit C: Quarterly Payment Schedule	35
12.4 Exhibit D: Ambulance Rates	36
12.5 Exhibit E: Response Zone Map	37
12.6 Exhibit F: Non-Emergent Response Damages	38

SECTION 1 – ADMINISTRATION OF THE CONTRACT AND TERMS

1.1 Contract Administration

The City of Great Falls EMS System Administrator will act as the Contract Administrator, and shall represent the City in all matters pertaining to this Agreement and shall administer this Agreement on behalf of the City. The Contract Administrator or her/his designee may:

- A. Monitor the Contractor's and Subcontractor's EMS service delivery for compliance with standard of care as defined through law, medical protocols, and policies; and
- B. Provide technical guidance, as the Contract Administrator deems appropriate.

1.2 Term of Agreement

The term of this Agreement shall commence at 00:01 hours on May 21, 2014, and shall terminate at midnight on May 20, 2019, unless terminated earlier or extended pursuant to the terms and conditions of this Agreement.

1.3 Agreement Extension

This Agreement is automatically extended for one subsequent five-year term unless either party provides a written notice at least one year prior to the expiration of the previous five-year term of that party's intention to terminate the Agreement.

1.4 Contract Service Area

All requirements described in this Agreement apply to the geographical area of the City of Great Falls and the Fire Districts served by Great Falls Fire Rescue.

1.5 Notices

All notices, demands, requests, consents, approvals, waivers, or communications ("notices") that either party desires or is required to give to the other party shall be in writing and either personally delivered or sent by prepaid postage, first class mail, or sent by facsimile (with confirmation receipt). Notices shall be addressed as appears below for each party, provided that if either party gives notice of a change of name or address, notices to the giver of that notice shall thereafter be given as demanded in that notice.

Contractor: Great Falls Emergency Services-Manager
514 9th Avenue South
Great Falls, Montana 59405

Contractor: Great Falls Emergency Services- President
2880 North 55 West

Idaho Falls, Idaho 83402

City: EMS System Administrator
City of Great Falls City Manager's Office
P.O. Box 5021
Great Falls, Montana 59403

SECTION 2 – ROLES AND RESPONSIBILITIES

2.1 City's Functional Responsibilities

The City seeks to ensure that reliable, high quality pre-hospital emergency medical care and transport services are provided on an uninterrupted basis. To accomplish this purpose, the City shall:

- A. Oversee and enforce the Contractor's rights as an emergency 911 ambulance service provider within the City of Great Falls;
- B. Oversee, monitor and evaluate contract performance and compliance; and
- C. Provide medical direction and control of the City EMS system.

2.2 Contractor's Functional Responsibilities

During the term of this Agreement, the Contractor shall:

- A. Provide pre-hospital emergency medical care and transport services at the advanced life support (ALS level in response to emergency medical calls within the City twenty-four (24) hours each day, seven (7) days a week, without regard to the patient's financial status;
- B. Develop system status management and deployment plans specific to meeting the performance requirements of the City of Great Falls, continuously monitor the implementation of these plans and make necessary changes to the plans to meet system requirements;
- C. Provide ambulances, as well as other vehicles, equipment, facilities, medical and other supplies (including fuel, lubricants, maintenance, insurance, appropriate vehicle permits, and repairs/replacements) that are used by Contractor as necessary for the provision of services required as part of this Agreement;
- D. Furnish supplies and replacements for those used by the Contractor's personnel and provide replacement supplies used by Great Falls Fire Rescue when providing patient care and treatment;
- E. Establish a recruitment, hiring and retention system consistent with ensuring a quality workforce of clinically competent employees that are currently certified, licensed and/or accredited;
- F. Comply with all training requirements established by the State of Montana, and all applicable policies and provisions established by the Great Falls EMS Advisory Board, EMS System Medical Director, and EMS System Administrator;

- G. Maintain neat, clean, and professional appearance of all personnel, facilities, and equipment;
- H. Maintain a good reputation through ensuring courteous and professional conduct of office and field personnel;
- I. Maintain good working relationship with law enforcement agencies, first-responder agencies, hospitals, healthcare providers and other system participants. This shall include working under the Incident Command System (ICS) and using the National Incident Management System (NIMS) during all emergency incidents;
- J. Establish and maintain a soft supplies exchange program with first-responder agencies, including Great Falls Fire Rescue. The Contractor will re-supply portable Oxygen to Great Falls Fire Rescue that was used during EMS incidents.
- K. Respond to and comply with ongoing reporting requirements in Exhibit A of this Agreement;
- L. Submit, in a timely manner, operational reports, with necessary documentation to support and verify data provided;
- M. Once contractor management becomes aware of incidents in which the Contractor's or Subcontractor's personnel fail to comply with contractual requirements, Contractor will notify the City, within two (2) business days.
- N. Ensure under this agreement, that all Subcontractors meet all performance and contractual requirements.

2.3 Medical Control

- A. Medical Control – The Great Falls EMS 911 System Medical Director has the exclusive authority to develop overall medical plans, policies and medical standards to assure that an effective level of emergency medical care is maintained within the City pre-hospital care 911 system and shall provide ultimate medical control over the entire EMS system to include the Contractor and Subcontractor's EMS personnel while operating within the EMS 911 system pursuant to their licensures or certifications. On all matters affecting the quality of patient care, the EMS 911 System Medical Director directs policy and procedure. The EMS 911 System Medical Director has system-wide scope of authority, which covers all organizations and personnel that have a role in the City's 911EMS system.
- B. Functions of EMS 911 System Medical Director – include, but are not limited to:
 1. The determination of medical policies;
 2. Monitoring of medical aspects of the Contractor's/Subcontractor's emergency 911 performance and formulation of recommendations for improving that performance;
 3. The development and enforcement of standard of care protocols or standards required by the Agreement or by applicable regulations;
 4. Serving as the Vice-Chair of the City's EMS Advisory Board;

5. Serving as the Chair of the EMS system's quality improvement committee; and
6. Conducting periodic quality improvement reviews of the EMS 911 system.

C. Matters included within the authority of EMS 911 System Medical Director – include, but not limited to:

1. Review and approval of all EMS training programs that are necessary for operation of the EMS 911 response system;
2. Development and implementation of medical protocols for all EMS 911 system personnel;
3. Protocols governing the use of helicopters for scene response;
4. Patient destination policies;
5. Equipment, medication and supply inventories;
6. Monitoring compliance and enforcement of the standards of care; and
7. Advising on other medical issues.

D. The cost for the EMS 911 System Medical Director will be shared by the City and the Contractor. The City will administer the contract for the EMS 911 System Medical Director.

E. The contractor is authorized to contract with an Agency Medical Director of their choice. The contractor's Agency Medical Director will be advisory on all issues related to plans, policies, and medical standards related to the city's 911 emergency care system. The contractor is solely responsible for all cost and actions associated with their Agency Medical Director.

SECTION 3 – DEPLOYMENT

3.1 Deployment Plan

All Contractor emergency 911 ambulance responses under the terms of its Agreement within the City's jurisdiction shall be dispatched as directed by the Cascade County Consolidated Dispatch Center (CCCDC) or in compliance with policies and protocols established by the City. Deployment Plans shall: Specify proposed locations of ambulances and numbers of vehicles to be deployed during each hour of the day and day of the week;

- A. Describe 24 hour and system status management strategies;
- B. Describe mechanisms to meet the demand for emergency ambulance response during peak periods of unusually high call volume;
- C. Include a map identifying proposed ambulance stations or post locations;
- D. Describe the full-time and part-time work force necessary to fully staff ambulances identified in

the deployment plans;

- E. Describe any planned use of on-call crews;
- F. Describe any mandatory (force hire) overtime requirements;
- G. Describe how workload shall be monitored for personnel assigned to 24-hour units;
- H. Describe record keeping and statistical analyses to be used to identify and correct response time performance problems;
- I. Describe any other strategies to enhance system performance and/or efficiency through improved deployment/redeployment practices; and
- J. Describe the process to keep CCCDC and Great Falls Fire Rescue informed when ambulance resources are unavailable or not immediately ready to respond to emergencies in the City.

3.2 On-going Deployment Plan Requirements

An initial deployment plan shall be filed with the City within thirty (30) days from accepting this contract as part of the Reporting Requirements shown in **Exhibit A**. A current deployment plan shall be kept on file with the City. The Contractor shall redeploy ambulances or add additional ambulance hours if the response time performance standard is not met. The Contractor shall submit proposed changes in the deployment plan in writing to the Contract Administrator thirty (30) days in advance. The 30-day prior written notice shall be waived if Contractor is adding resources to its deployment plan or if an emergency adjustment to the plan is needed to correct an acute performance problem.

3.3 Annual Review of Deployment Plan

The Contractor will provide the City with updated deployment maps on an annual basis.

3.4 Standby: When requested by the City, contractor agrees to provide an ALS ambulance standby unit for emergent or 911 calls to crime scenes, hazardous materials scenes, fire scenes or other situations/activities. Payment for such standby will be calculated according to Exhibit D. Once assigned to the emergency the ambulance assigned must be released by the incident commander.

SECTION 4 – OPERATIONS

4.1 Response Time Standards

- A. **Response Time Performance** – System response times are a key measurement of performance. This measurement is the determining factor, which drives the placement and redeployment of the systems resources throughout the entire system.
 - 1. Response time performance is measured by the factors set forth in subsections 4.1 B. through F. and violations may be imposed damages as in subsections 4.1G through I. For the purpose of the response performance standard, each incident will be counted as a single response regardless of the number of units that respond, and if the first response to an incident meets response time requirements, all subsequent responses to

that incident will be deemed timely. If the first response time is untimely, then damages will be assessed only as to the first response time

2. The Contractor shall use its best efforts to minimize variations or fluctuations in response time performance.
3. For purposes of tracking Contractor response times and reporting, the City boundaries will encompass the entire ambulance response zone.
4. The Contractor's personnel shall not exceed the posted speed limit by more than 10 miles per hour when responding to code III (emergency lights and siren) calls. Failure to comply with this requirement may result in damages being assessed as specified in **Exhibit B**. All posted speed limits and traffic regulations shall be observed during non-code III responses.

B. Response Time Standards – An ALS ambulance shall respond to 90% of all emergency calls each month in the following response zones:

1. Urban Response Zone – 9:00 minutes or less encompassing all responses within the City limits;
2. Rural Response Zone – 12:00 minutes or less encompassing all responses to the City's Fire Districts; and
3. Super-Rural Response Zone – 20:00 minutes or less encompassing all responses to properties that may reside outside of the areas above that GFFR may provide EMS response.

*These response zone boundaries are delineated on the map included in **Exhibit E**.*

C. Response Time Exemptions – In some cases, late responses will be excused from financial damages and from response time compliance reports. Approved response time exemptions include:

1. Failure by CCCDC dispatcher to give accurate location information (including address or cross street) to responding units;
2. Weather conditions which impair visibility or create unsafe driving conditions;
3. Call in which the response code is reduced from code III by CCCDC or first responder during the time the ambulance unit is en route to the dispatched location;
 - a. If the first responders or CCCDC orders the response slowed to Code I (no lights and sirens) then a 50% increase in response times are allowed.
 - b. The same damages apply if Code I response times are not met.
 - c. **Non-emergent** responses less than 18:00 minutes will not result in damages. All other non-emergent calls above 18:00 will be assessed damages pursuant

to Exhibit F, Non-Emergent Response Damages.

4. Wrong address provided by the requesting party;
5. Unavoidable delay caused by unreported road construction;
6. Material change in dispatch location after the initial dispatch is recorded as dispatched.
7. No time recorded by dispatch.
8. When three (3) calls have already been dispatched within the city jurisdiction in any given rolling 20 minute interval, then subsequent calls are exempt.

Exceptions shall be for good cause only, as determined by the City. The burden of proof that there is good cause for an exemption shall rest with the Contractor, and the Contractor must have acted in good faith. The alleged good cause must have been a substantial factor in producing the excessive response time. Exemptions shall be considered on a case-by-case basis.

Contractor shall file a request for each response time exception on a monthly basis with the City by the 20th of each month after receiving the City's Response Time Performance Report for the previous month. Such request shall list the date, the time, and the specific circumstances causing the delayed response.

- D. Response Time Calculations – Response times shall be calculated from the hour, minute and second the call is received at the Contractors dispatch center or radio dispatched by CCCDC to an ambulance, to the hour, minute and second the Contractor arrives on scene with a fully equipped and staffed ALS ambulance.

A call is considered "**received**" by the ambulance when crewmembers have received sufficient information from the reporting party to initiate the response (i.e. call back number, address, and patient chief complaint).

- E. Applicable Calls – Response time standards shall apply to all 911 ambulance dispatches. Each incident shall be counted as a single response regardless of the number of first-responders or ambulances actually utilized and only the first arriving ambulance's time shall be applicable. If a response is cancelled, or downgraded to a lower priority, financial damages may be assessed if the response time standard was exceeded at the time of cancellation or downgrade.

- F. Response Time Performance Report – On the 10th day of each month, the City will provide the Contractor with a Response Time Performance Report for the previous month identifying each emergency call:

1. That did not meet response time standard;
2. That an ambulance was requested and was not able to respond; and
3. Where failure to properly report times necessary to determine response time, on-scene

time, and transport time.

The Contractor shall identify causes of performance failures and document efforts to eliminate these problems by the 20th day of each month to the City.

- G. Damages for Failure to Provide Data to Determine Compliance – When on-scene time cannot be provided for a particular emergency call, response time for that call shall be deemed to have exceeded the required response time for purposes of determining response time compliance. In order to rectify the failure to report an on-scene time and to avoid the damages, Contractor may demonstrate to the satisfaction of the City an accurate on-scene time, however, the response would then be subject to response time damage calculations if response times exceed response time standards.
- H. Infractions – Any infractions of the response time criteria will be submitted by Contractor on the City's response time form.
- I. Response Time Damages Structure – If Contractor and/or Subcontractor fail to meet response time standards or performance standards in the delivery of service, except as otherwise exempted, the Contractor shall pay damages in the amounts listed in **Exhibit B**.

4.2 Dispatch Requirements

- A. Dispatch – The Contractor shall utilize Cascade County Consolidated Dispatch Center (CCDC) for emergency 911 ambulance dispatch services.
- B. Payment for Dispatch Services – Payments for dispatch services will be made quarterly according to the schedule outlined in **Exhibit C**.
- C. Communications Equipment – Contractor shall provide and maintain communications equipment in good operating condition. Such communications equipment shall be compatible with existing CCDC equipment and remain so during the period of this Agreement. Changes will be coordinated with the contractor. The City agrees to reasonably cooperate with contractor in its attempts to fund communication equipment.

4.3 Equipment and Supplies

- A. Ambulances – All ambulances used under this Agreement shall be type I, II, or III, shall be in good condition, and shall meet or exceed the Federal KKK-A-182FF or then current standards at the time of the vehicle's original manufacture, except where such standards conflict with State of Montana standards, in which case the State standards shall prevail. All such ambulances shall also meet or exceed the equipment standards of the State of Montana. The Contractor shall assume all costs of and be responsible for all ambulance and equipment maintenance.

Contractor shall maintain, and provide to the Contract Administrator, a complete listing of all ambulances (including reserve ambulances) to be used in the performance of this Agreement, including their license and vehicle identification numbers, and the name and address of the lien holder, if any. Changes in the lien holder, as well as the transfer of

ownership, purchase, or sale of ambulances used under this agreement shall be reported to the Contract Administrator.

- B. Ambulance Equipment and Supplies – Each ambulance shall, at all times maintain an equipment and supply inventory sufficient to meet Federal and State requirements for ALS level ambulances, including the requirements of the City. At its cost, Contractor shall be responsible for stocking all expendable supplies including medications.

All medical equipment shall be in good repair and in working and safe order at all times. Contractor shall have sufficient medical equipment and expendable supplies so that there is a sufficient backup to accommodate replacement during repair and for times of excessive demand in the system.

The Contractor shall furnish, operate, maintain, and replace, as necessary, any and all items of equipment, apparatus and supplies, whether real, personal, or otherwise, necessary to fulfill its obligations under the Agreement. The Contractor shall furnish and maintain a detailed inventory of medical equipment and supplies on board its ALS ambulances.

- C. Radio Communications – Contractor shall ensure that each ambulance is equipped with appropriate emergency communication and alerting devices. Every ambulance shall include the ability to communicate with CCCDC, Benefis Hospital, GFFR, and other public safety agencies. Contractor shall ensure that each ambulance utilized in the performance of this Agreement is equipped with emergency devices capable of being used to notify ambulance personnel of response needs; and radio communications equipment compatible with CCCDC communications equipment sufficient to meet or exceed the requirements of City or CCCDC policies and procedures. Contractor shall have access to an internal radio communications system including a portable communications link between Contractor's ambulance crews and its dispatch center.

- D. Controlled Substances – The Contractor shall have controlled substance policies and procedures, consistent with Drug Enforcement Administration (DEA) and State of Montana requirements, to govern the storage, inventory, accountability, restocking, and procurement of controlled drugs and substances permitted to be carried and utilized in the provisions of ALS by paramedics.

1. The EMS System Medical Director shall approve all controlled substance policies and procedures.

- E. Safety Equipment – Contractor will follow State and Federal OSHA requirements and shall provide personnel with equipment necessary to ensure protection from illness or injury when responding to an emergency medical request.

- F. Vehicle Maintenance Program – Contractor's vehicle maintenance program shall be designed and conducted so as to achieve the highest standards of reliability appropriate to a modern emergency ambulance service. The Contractor will maintain ambulances and equipment to the manufacturer's service maintenance schedule.

1. At its cost, Contractor shall maintain all ambulances. Vehicles shall be kept in excellent working condition at all times. Any ambulance with any deficiency that compromises, or may compromise, its performance, shall be immediately removed from service.

4.4 Disaster Preparedness

- A. **Disaster Plan** – Contractor shall have a plan for the immediate recall of personnel to staff units during multi-casualty situations, or declared disaster situations. This plan shall include the ability of the Contractor to page and alert off-duty personnel. The Contractor shall participate in training programs and exercises designed to upgrade, evaluate, and maintain readiness of the system's disaster and multi-casualty response system.
- B. **Disaster Planning** – Contractor shall actively participate with the City in disaster planning. Contractor shall designate a representative who shall regularly attend meetings and shall be the liaison for disaster activities with the City and with other agencies. The Contractor shall provide field personnel and transport resources for participation in any City disaster drill in which the City disaster plan or multi-casualty incident plan is tested.
- C. **Disaster Response** – If a disaster declaration is made, the City may suspend normal operations and the Contractor shall respond in accordance with the disaster plan. The following provisions may apply, as determined by the Contract Administrator, during and after a disaster:
 1. During such periods, the Contractor may be released, at the discretion of the Contract Administrator, from response time performance requirements for all responses, including response time damages. At the scene of such disasters, Contractor's personnel shall perform in accordance with the City disaster plan.
 2. When disaster response has been terminated, the Contractor shall resume normal operations as rapidly as is practical considering exhaustion of personnel, need for restocking, and other relevant considerations and shall keep the Contract Administrator informed of factors that limit Contractor's ability to resume normal operations.
 3. During the course of a disaster, the Contractor shall use its best efforts to maintain emergency service throughout the City, and shall suspend or ration non-emergency transport work as necessary.
 4. The City shall assist the Contractor in seeking reimbursement for its costs for any disaster relief monies. Such assistance shall be limited to processing claims for reimbursement equal to 100% of the direct cost of the services, or the allowable standby charge provided for herein, whichever is greater. The City shall have no financial responsibility for these costs or charges other than to provide assistance in processing the claim(s) for payment.
- D. At the scene of a mass-casualty incident (MCI), the Contractor's personnel shall perform as part of the Incident Command System (ICS) structure.

4.5 System Committee Participation

Contractor shall designate personnel to participate in committees that have a direct impact on emergency medical services for the City, to include, but not be limited to, Great Falls EMS Advisory Board, EMS Advisory Board subcommittees, including the quality improvement committee. Personnel participants may include, but not be limited to, president, management, agency medical director, and staff.

4.6 First-Responder Program Support

- A. Contractor agrees to have an effective EMS system that the ALS ambulance and the ALS first-responders must work as a team to deliver the highest-level and most cost-effective service. The EMS delivery system must be integrated rather than segregated.
- B. Disposable items used by GFFR first-responders in providing patient care and treatment shall be replaced by Contractor's personnel at the incident scene. If it is not in the best interest of patient to complete the replacement of disposable items at the incident, GFFR will furnish the Contractor's personnel with a list of items to be replaced accompanied by the name, if known, and incident number of the patient for whom the item was used. The Contractor shall, within 48 hours of receipt of the list of items, re-supply GFFR with all items on such list to be delivered to Fire Station 1, 105 9th Street South, Great Falls, MT.
- C. Within 24 hours, the Contractor shall retrieve and return to GFFR all durable equipment supplied by GFFR in providing EMS and any other GFFR equipment which has come into the Contractor's possession.

SECTION 5 – PERSONNEL

5.1 Clinical and Staffing Standards

City expects that the provision of emergency ambulance services shall conform to the highest professional standards and shall comply with all applicable State laws and regulations, and City EMS policies, procedures, and field treatment guidelines. All persons employed by the Contractor in the performance of work under this Agreement shall be competent and shall hold appropriate and currently valid certificates, licenses or accreditations in their respective trade or profession. The Contractor shall be held accountable for its employees' licensure, performance and actions. Changes resulting in a negative fiscal impact to the contractor will be analyzed before implementation.

- A. **Ambulance Staffing** – Contractor shall, at all times, staff each ambulance with at least one person who is certified and licensed in the State of Montana as a Paramedic and one person who is certified and licensed in the State of Montana as an Emergency Medical technician (EMT). Staffing exceptions will be allowed only during times of disaster declaration.
- B. **Management and Supervision** – Contractor shall provide the management personnel necessary to administer and oversee all aspects of emergency ambulance service. At least one field supervisor with emergency medical experience shall be on-duty or on-call at all times to oversee and provide support to field personnel. The Contractor shall provide to the City a hierarchal table of organization identifying the management positions and their roles and responsibilities.

C. Required Certifications – The Contractor shall follow the State of Montana Department of Public Health and Human Services and the Board of Medical Examiners rules and regulations regarding the licensure and certification requirements of its employees who work in the City.

D. In-Service Training, Continuing Education and Driver Training – Contractor shall have a program for ensuring personnel are prepared to respond to emergency requests through in-service training and continuing education.

1. Contractor shall implement a program, to train EMT personnel to assist Paramedics in the provision of advanced life support patient care.
2. Contractor shall maintain an on-going driver training program for ambulance personnel.
3. Contractor shall provide in-service training programs related to the EMS Advisory Board's quality improvement activities and outcomes.
4. Contractor shall allow GFFR personnel to attend in-service training and GFFR will allow Contractor's employees to attend their in-service training programs.
5. All field level staff shall be trained at the ICS-100 and NIMS 700 level and all field supervisors shall be trained at the ICS-300 (based on availability) and NIMS 800 level within 60 days of employment or promotion to supervisor level.
6. Contractor shall provide the City with an annual training compliance letter that documents that the Contractor's employees are properly trained.

5.2 Safety and Infection Control

The Contractor shall comply with all State and Federal safety requirements, including all applicable articles in **Title** 29 of the Code of Federal Regulations.

SECTION 6 – QUALITY/PERFORMANCE

6.1 Continuous Quality Improvement Program

- A. Contractor shall participate in the EMS system continuous quality improvement (CQI) program which interfaces with the local EMS Advisory Board's evolving CQI Program, including participation in system related CQI activities. The EMS system CQI program shall be an organized, coordinated, multi-disciplinary approach to the assessment of pre-hospital emergency medical response and patient care for the purpose of improving patient care service and outcome. The CQI program should not be limited to clinical functions alone. The program should include methods to measure performance, identify areas for improvement, and how such improvements can be implemented and then evaluated. The program shall describe customer services practices, including how customer satisfaction is determined and how customer inquiries/complaints are handled.
- B. Contractor shall submit an update to the City to show compliance with CQI areas for improvement.

6.2 Inquiries and Complaints

Contractor shall provide prompt response and follow-up to written inquiries and complaints by the City. Such responses shall be subject to the limitations imposed by patient confidentiality restrictions.

SECTION 7 – DATA AND REPORTING

7.1 Data System Hardware and Software

Contractor shall utilize a patient care reporting form or system as approved by the State of Montana.

7.2 Uses and Reporting Responsibilities

The EMS data system shall be used for documentation of patient medical records, continuous quality improvement, and reporting aggregate data as specified by Administrative Rules of Montana and the City. The database system shall contain all EMS responses and patient records. These patient records shall contain a unique identifier for the patient (e.g., automated dispatch system incident number), automated dispatch system information for the response, pre-hospital personnel for the response, patient information (e.g., name, address, insurance), patient history, physical findings, and treatment rendered. Contractor shall comply with the requirements for the patient care report as identified in State and local EMS policies.

7.3 Pre-Hospital Care Reports

Contractor shall complete appropriate documentation and pre-hospital care reports according to State and local EMS policies.

7.4 Inspection of Records and Reports

- A. Contractor shall retain and make available for inspection by the City during the term of the Agreement and for at least a three-year period from expiration of the Agreement all documents and records required and described herein.
- B. At any time during normal business hours, and as often as may reasonably be deemed necessary, the Contract Administrator, or her/his designee, and the EMS 911 System Medical Director, may observe the contractor's operations.
- C. City representatives may, at any time, and without notification, directly observe and inspect the Contractor's operation, ride as "third person" on any of the Contractor's ambulance units, provided however, that in exercising this right to inspection and observation, such representatives shall conduct themselves in a professional and courteous manner, shall not interfere in any way with the Contractor's employees in the performance of their duties, and shall, at all times, be respectful of the Contractor's employer/employee relationship.
- D. The City's right to observe and inspect the Contractor's business office operations or records as defined in this agreement shall be restricted to normal hours, except as provided above.

7.5 Health Insurance Portability and Accountability Act of 1996, Public Law 104-191

- A. During the term of this Agreement, each party may receive from the other party, or may receive or create on behalf of the other party, certain confidential health or medical information (Protected Health Information "PHI", as further defined below). This PHI is subject to protection under state and/or federal law, including the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA) and regulations promulgated there under by the U.S. Department of Health and Human Services (HIPAA Regulations). Each party represents that it has in place policies and procedures that will adequately safeguard any PHI it receives or creates, and each party specifically agrees to safeguard and protect the confidentiality of Protected Health Information consistent with applicable law. Without limiting the generality of the foregoing, each party agrees that it shall have in place all policies and procedures required to comply with HIPAA and the HIPAA Regulations prior to the date on which such compliance is required. Contractor shall require subcontractors to abide by the requirements of this section.
- B. For purposes of this section, Protected Health Information means any information, whether oral or recorded in any form or medium: (a) that relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to any individual; or the past, present or future payment for the provision of health care to an individual, and (b) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. This section shall be interpreted in a manner consistent with HIPAA, the HIPAA Regulations and other state or federal laws applicable to PHI.

SECTION 8 –SUBCONTRACTING

8.1 General Subcontracting Provisions

All subcontracts of Contractor for provision of services under this Agreement shall be notified of Contractor's relationship to City.

- A. Contractor has legal responsibility for performance of all contract terms including those subcontracted.
- B. Nothing in this Agreement, or in any subcontract, shall preclude the City from monitoring the EMS activity of any subcontractor.
- C. There shall be a section in each subcontract requiring prior approval from the City before any subcontract may be modified.
- D. The Contractor shall assure that the subcontractors cooperate fully with the City.
- E. In the event discrepancies or disputes arise between this Agreement and the subcontracts, the terms of this Agreement shall prevail in all cases.

8.2 Relationships and Accountability

Should the Contractor utilize one or more subcontractors to provide any of the Contractor's primary responsibilities, the Contractor shall seek and obtain approval of the subcontract(s) from the City, and provide assurance to the City that each of the subcontractor(s) is professionally prepared for and

understands its role within the system.

- A. The Contractor shall provide clear evidence that the scope of service designed for the subcontractor(s) will enhance system performance capability and provide a cost savings for the EMS System.
- B. If the subcontract(s) and associated scope of work is approved, the Contractor shall be accountable for the performance of the subcontractor(s).
- C. The inability or failure of any subcontractor to perform any duty or deliver contracted performance will not excuse the primary Contractor from any responsibility under this Agreement.
- D. The Contractor shall designate a management liaison to work with the City in monitoring compliance of subcontractors with contractual and system standards.

8.3 Performance Criteria

All non- Great Falls Fire Rescue subcontractors will be held to the same performance criteria as the primary Contractor, with respect to quality improvement activities, medical control, continuing education, and damages for non-compliance. The Contractor shall pay damages for late response times according to the terms of this Agreement as described in **Exhibit B**.

SECTION 9 – ADMINISTRATIVE REQUIREMENTS

9.1 Performance Security

Prior to the commencement of operations under the terms and conditions of this Agreement, Contractor shall obtain and maintain throughout the term of the contract a "contract performance security" in the amount of \$120,000.00. Only in the event that the Contractor commits a major breach, as defined in section 11.1 of this contract, shall the contractor be required to pay the performance security to the City. The contractor shall be able to obtain and maintain Security Performances in one of the following methods acceptable to the City.

- A. Cash; or
- B. An irrevocable letter of credit issued by a financial institution rated at least "A" by Moody's or Standard and Poor's in a form acceptable to the City Legal Counsel which shall recognize and accept the contract's requirements for immediate payment of funds to the City upon determination by the City Legal Counsel that Contractor is in major breach and that the nature of the breach is such that the public health and safety are immediately and seriously endangered, and recognizing that any legal dispute by the Contractor or the creditor shall be initiated and resolved only after release of the performance security funds to the City; or
- C. An irrevocable guaranty issued by an entity rated at least "A" by Moody's or Standard and Poor's in a form acceptable to the City Legal Counsel which shall recognize and accept the contract's requirements for immediate payment of funds to the City upon determination by City Legal Counsel that Contractor is in major breach and that the nature of the breach is such that

the public health and safety are immediately and seriously endangered, and recognizing that any legal dispute by the Contractor or the creditor shall be initiated and resolved only after release of the performance security funds to the City; or

- D. A surety bond issued by an insurance company rated at least "A" by Moody's, Standard and Poor's or A.M. Best in a form acceptable to City Legal Counsel which shall recognize and accept the contract's requirements for immediate payment of funds to the City upon determination by the City Legal Counsel that Contractor is in major breach and that the nature of the breach is such that the public health and safety are immediate and seriously endangered, and recognizing that any legal dispute by the Contractor or the creditor shall be initiated and resolved only after release of the performance security funds to the City; or
- E. Such other forms of security, or a combination of the above methods, that is acceptable to the City.
- F. The irrevocable letter of credit, irrevocable guaranty, or surety bond furnished by the Contractor in fulfillment of this requirement shall provide that such letter of credit, guaranty, or bond shall not be cancelled for any reason except upon thirty (30) calendar days' written notice to the City of the intention to cancel said letter of credit, guarantee, or bond. The Contractor shall, not later than twenty (20) days following the commencement of the thirty-day notice period, provide the City with replacement security in a form acceptable to the City. In the event that the guarantor/surety is placed into liquidation or conservatorship proceedings, Contractor shall provide replacement security acceptable to the City within twenty (20) days of such occurrence.

9.2 Insurance

Contractor, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance shall be in a form or format acceptable to City Counsel and City Risk Management and shall be primary coverage as respects City.

A. Types of Insurance and Minimum Limits:

1. **Worker's Compensation** – Statutory Worker's Compensation Insurance shall cover all Contractor's staff while performing any work incidental to the performance of this Agreement.
2. **General Liability** – Commercial general liability insurance policy, including automobile coverage, in a form acceptable to the City, of not less than \$2,000,000 per occurrence for bodily injury or death, and \$2,000,000 per occurrence for loss or damage to property; and \$4,000,000 aggregate.

All policies of insurance required in this Agreement shall be issued by insurance companies licensed to do business in the State of Montana. Proof of coverage shall be evidenced by submitting an insurance certificate, or certificates, to the City, which names the City as an additional insured and indicates that the City will be notified no less than thirty (30) days prior to alteration, cancellation, termination, or non-renewal of coverage.

3. Professional Liability – Professional Liability insurance policy of not less than \$2,000,000 per occurrence and \$4,000,000 aggregate.

9.3 Indemnification

- A. Contractor agrees to defend, indemnify, protect and hold the City, its officers, employees and agents harmless from and against any and all claims asserted, or liability established for injuries or damages to any person or property (including attorney's fees and costs), or losses and causes of action which may arise from or in connection with the performance by the Contractor under this Agreement.
- B. The City agrees to defend, indemnify, protect and hold the contractor, its officers, employees, shareholders and agents harmless from and against any and all claims asserted, or liability established for injuries or damages to any person or property (including attorneys' fees and costs), or losses and causes of action which may arise from or in connection with the performance by the City under this Agreement.

SECTION 10 – FISCAL REQUIREMENTS

10.1 Annual Subsidy

The City is not required to provide any subsidy to the Contractor/Subcontractor(s) for the purpose of this Agreement.

10.2 General Provisions

- A. As compensation for services, labor, supplies, and materials furnished under this Agreement, Contractor shall collect revenues as permitted in this section.
- B. All contractors' accounting records shall be in accordance with Generally Accepted Accounting Principles.
- C. Fiscal year for reporting purposes of this Contract will be January 1, through December 31.

10.3 Billing and Collections

- A. Rates – The Contractor's rates beginning at contract start date are located in **Exhibit D**. Contractor agrees to bill all transports and medical care without discount of City approved rates except as required by Medicare, Medicaid and other government agencies. After the Contractor has exercised its best efforts at full recovery of accounts receivable, it shall negotiate its best recovery possible from self-pay patients through its collections agency services and /or exercise its ability to "write off" the ambulance fees for self pay individuals who can't or won't pay for ambulance services.
- B. Rate Adjustment – Contractor may increase its rates above the annual CPI increase as required to maintain financial stability throughout the contract. Any increases to rates above the annual CPI increase shall be established in accordance with requirements in, Official Code of The City of Great Falls (OCCGF), Section 8.9.375.

- C. CPI Increase – Notwithstanding any other provision hereof, Contractor's rates in any given year shall be increased automatically based on the Annual Western Region Urban Consumer Price Index (CPI) for the previous calendar year. This increase shall be concurrent with the City's CPI increase set forth in paragraph 10.6E, hereof.
- D. Exchange of Information – By providing the City with ambulance services under the provisions of Mont. Code Ann. §7-34-103 and pursuant to the terms of this Contract, Contractor may be provided with patient insurance information (to the extent such information is in the City's possession or control) in order to ascertain proof of financial responsibility for Contractor's services, or as allowed by Montana law. Any information obtained by Contractor in this regard shall be for its confidential use, and shall not be otherwise disseminated. Contractor assumes responsibility for the security of said information.

10.4 Reporting Responsibilities

During the term of this Agreement, Contractor shall provide the documents and reports shown in **Exhibit A**.

10.5 Damages

- A. Contractor shall be liable for the damages shown in **Exhibit B**.
- B. Payment Methodology – City will make final damages determination and invoice the Contractor. Contractor shall pay City monthly for any damages upon receipt and acceptance by the City of performance reports with damages for the previous calendar month.
- C. Damages Disputes – If Contractor disputes City's response time calculation, the imposition of any other damages, or other conflict arises under this Agreement, the parties will use the conflict resolution procedure set forth in OCCGF Section 8.9.345.
- D. Use of Damages Monies – Damage monies shall be expended in a manner that benefits the EMS system as determined by the sole discretion of the City. The EMS System Administrator may seek recommendations from the Contractor, EMS Advisory Board, and other EMS system participants or committees.

10.6 Compensation to City

- A. Dispatch Services – Contractor shall pay the City for emergency medical dispatch services in the amount set forth in Exhibit C attached. The Contractor will be responsible for paying the City on time for each payment on a quarterly basis in April, July, October and January (see **Exhibit C**) of each year of the contract term, unless at the direction of the City Commission the compensation for EMS dispatch services is increased to meet the demands of an enhanced dispatch center. Ambulance rates may need to be increased with the City Commission's approval to meet additional compensation requirements. It is the responsibility of the Contractor to begin payments April 1, 2014. A late payment charge of five (5) percent of any unpaid balance will be assessed for each 30-day period or part thereof, in which a payment is past due. The Cascade County Consolidated Dispatch Center and the City warrants that the foregoing amount is not greater than its actual costs of providing such services.

- B. Oversight and Monitoring – Contractor will pay the City the amount set forth in Exhibit C attached for City staff for services rendered to provide ongoing contract oversight and to ensure Contractor and Subcontractor provides quality medical care. The Contractor will be responsible for paying the City on time for each payment on a quarterly basis in April, July, October and January (see **Exhibit C**) of each year of the contract term. It is the responsibility of the Contractor to begin payments, April 1, 2014. A late payment charge of five (5) percent of any unpaid balance will be assessed for each 30-day period or part thereof, in which a payment is past due.
- C. Medical Direction – Contractor will pay the City the amount set forth in Exhibit C attached for the provision of EMS 911 system medical direction in the form of a part-time EMS 911 System Medical Director position. The Contractor will be responsible for paying the City on time for each payment on a quarterly basis in April, July, October and January (see **Exhibit C**) of each year of the contract term. It is the responsibility of the Contractor to begin payments, April 1, 2014. A late payment charge of five (5) percent of any unpaid balance will be assessed for each 30-day period or part thereof, in which a payment is past due.
- D. Arranging for and Providing Pre-Transport Service Fee Contractor will pay the City the amount set forth in exhibit C attached for City staff arranging for and providing Pre-transport services at the scene of an emergency medical incident in which the Contractor's employees respond. The City allows the Contractor to bill the patient and their third party insurance companies for the services and supplies provided by the City's EMS Services. The Contractor will be responsible for paying the City on time for each payment on a quarterly basis in April, July, October, and January (see **Exhibit C**) of each year of the contract term. It is the responsibility of the Contractor to begin payments, April 1, 2014. A late payment charge of five (5) percent of any unpaid balance will be assessed for each 30-day period or part thereof, in which a payment is past due.
- E. Annual fees – The annual fees, as noted in section 10.6 A through D, shall be increased automatically based on the Annual Western Region Urban Consumer Price Index (CPI) for the previous calendar year.

SECTION 11 – GENERAL CONTRACT REQUIREMENTS

11.1 Contract Termination

Termination– Contractor may terminate this Agreement for no cause by first providing a written notice to City at least six (6) months prior to the termination date, without the termination being considered a breach. City may terminate this Agreement at any time for cause for a major breach of its provisions immediately and seriously affecting the public health and safety, consistent with the provisions herein.

A. “Major Breach” shall include:

1. Failure of Contractor to operate its ambulances and emergency medical services program in a manner which enables the City and Contractor to remain in substantial compliance with the requirements of federal, state, and local laws, rules and regulations. Contractor shall have 30 days from receipt of notice of breach to cure such failure.

2. Willful and deliberate falsification of information supplied to the City by the Contractor regarding its ambulance and emergency medical services program and services, including, but not limited to, dispatch data, patient reporting data, and response time performance data, as it relates to the contract.
3. Failure to comply with the response time standard in section 4.1 B. for two consecutive months, or for any three months in a calendar year, shall be a "Minor Breach" of this Agreement. Failure to comply with these response time performance requirements for three consecutive months, or for any four months in a calendar year, shall be a "Major Breach" of this Agreement.
4. Failure to consistently meet or exceed the various clinical and staffing standards required herein (as referred to in 5.1 A)
5. Chronic Failure to maintain equipment or vehicles in accordance with good maintenance practices, or to replace equipment or vehicles in accordance with Contractor's submitted and accepted Equipment Replacement Policy, except as extended use of such equipment is approved by the City as provided for herein provided Contractor shall have 30 days from the receipt of notice of such failure.
6. Chronic or persistent failure to comply with conditions stipulated by the City to correct any "Minor Breach" conditions;
7. Failure of the Contractor to cooperate and assist the City in the investigation or correction of any "Minor or Major Breach" of the terms of this Agreement; After written notice by the System Administrator
8. Failure to assist in the orderly transition, or scaling down of services, during the transition to the next contractor if such contract does not include the Contractor;
9. Failure to maintain in force throughout the term of this Agreement, including any extensions thereof, the insurance coverage required herein;
10. Failure to maintain in force throughout the term of this Agreement, including any extensions thereof, the performance security requirements as specified herein;
11. Any other willful acts or omissions of the Contractor that immediately and seriously endangers the public health and safety.
12. Failure to cooperate and follow the direction of the EMS 911 System Medical Director as it relates to plans, policies, and medical standards.
13. If contractor (I) admits in writing its inability to pay its debts generally as they become due, or (II) files a petition to be adjudicated a voluntary bankrupt in bankruptcy or a similar petition under any insolvency act, or (III) makes an assignment for the benefit of its creditors, or (IV) consents to the appointment of a receiver of itself or of the whole or any substantial part of its property.

14. If Contractor fails to provide the city, with a minimum of 6 months' notice, in writing, that contractor will be discontinuing ambulance operations in the city.

B. "Minor Breaches" shall be defined to mean failure to fulfill any of the terms and conditions of this Agreement for which failures are not already provided for and which failures do not amount to a Major Breach of this Agreement, as that term is defined above. Before such minor breaches are imposed, Contractor shall be given notice by certified mail or hand delivery, of the alleged breach and thirty (30) calendar days to cure the breach or to appeal to the EMS System Administrator.

1. Chronic or persistent failure of the Contractor's employees to conduct themselves in a professional and courteous manner where reasonable remedial action has not been taken by the Contractor;
2. Failure to participate in the established Continuous Quality Improvement (CQI) program of the EMS Advisory Board, including, but not limited to investigation of incidents and implementing prescribed corrective actions;
3. Failure to comply with required payment of damages within 30 days written notice of the imposition of such damage assessment.

11.2 Declaration of Major Breach and Takeover/Replacement Service

If the City determines that a Major Breach has occurred, and if the nature of the breach is, in the City's opinion, such that public health and safety are endangered, and after Contractor has been given written notice and 30 days to correct such deficiency, Contractor shall cooperate completely and immediately with the City to effect a prompt and orderly takeover or replacement by the City of Contractor's City of Great Falls operations.

If requested by the City, the Contractor shall lease up to three ambulances and equipment in Great Falls, for a term not to exceed 180 days at fair market value in mitigation of any damages to the City, resulting from Contractor's breach or failure to perform. However, during the City's takeover of the ambulances and equipment, the City and the Contractor will be considered lessee and lessor, respectively.

11.3 Dispute After Takeover/Replacement

Contractor shall not be prohibited from disputing any finding of major breach through litigation, provided, however, that such litigation shall not have the effect of delaying, in any way, the immediate takeover/ replacement of operations by City. Neither shall such dispute by Contractor delay City's access to Contractor's performance security in accordance with Section 9.1 herein.

Any legal dispute concerning a finding of breach shall be initiated only after the emergency takeover/replacement has been completed. Contractor's cooperation with, and full support of, such emergency takeover/ replacement process, as well as the immediate release of performance security funds to City, in accordance with section 9.1 herein, shall not be construed as acceptance by Contractor of the finding of major breach, and shall not in any way jeopardize Contractor's right to

recover any and all damages, including reimbursement of the performance security and any other costs or other expenses incurred as a result of the takeover or replacement should a court later determine that the declaration of major breach was in error. However, failure on the part of Contractor to cooperate fully with City to effect a safe and orderly takeover/replacement of services shall constitute a major breach under this ordinance, even if it is later determined that the original declaration of major breach was made in error.

11.4 Breach Not Dangerous to Public Health and Safety

If the City declares the Contractor to be in breach on grounds other than performance deficiencies dangerous to public health and safety, the Contractor may dispute the City's claim of major breach prior to takeover/replacement of the Contractor's operations by the City.

11.5 Liquidated Damages

The unique nature of the services that are the subject of this Agreement requires that, in the event of major default of a type, that endangers the public health and safety, the City must restore services immediately, and the Contractor must cooperate fully to effect the most orderly possible takeover/replacement of operations. In the event of such a takeover/replacement of the Contractor's operations by the City, it would be difficult or impossible to distinguish the cost to the City of effecting the takeover/replacement, the cost of correcting the default, the excess operating cost to the City during an interim period, and the cost of recruiting a replacement Contractor from the normal cost to the City that would have occurred even if the default had not occurred. Similarly, if takeover/replacement costs and interim operating costs are high, it would be impossible to determine the extent to which such higher costs were the result of the Contractor's default or from faulty management of the City's costs during takeover and interim operations.

For these reasons, this liquidated damages provision is a fair and necessary part of this Agreement. The minimum amount of these additional costs to the City (e.g., costs in excess of those that would have been incurred by City if the default had not occurred) would be not less than the amount identified in the performance security requirement of this Agreement even assuming City's takeover/replacement management team is fully competent to manage the previously contracted functions.

Therefore, in the event of such a declared major breach and takeover/replacement by the City of Contractor's services, Contractor shall pay the City liquidated damages in the amount of \$120,000.00 under the performance security required by this agreement.

11.6 City Responsibilities

In the event of termination of this Agreement, the City shall be responsible for complying with all laws, if any, respecting reduction or termination of pre-hospital medical services.

11.7 "Lame Duck" Provisions

If the Contractor fails to win the bid in a subsequent bid cycle, the City shall depend upon the Contractor to continue provision of all services required under this agreement until the winning contractor takes over operations. Under these circumstances, the Contractor would, for a period of

several months, serve as a "lame duck". To ensure continued performance fully consistent with the requirements of this agreement throughout any such "lame duck" period, the following provisions shall apply:

- A. Throughout such "lame duck" period, Contractor shall continue all operations and support services at substantially the same levels of effort and performance as were in effect prior to the award of the subsequent agreement to the subsequent winning contractor;
- B. Contractor shall make no changes in methods of operation that could reasonably be considered aimed at cutting Contractor's service and operating costs to maximize profits during the final stages of this contract; and
- C. Contractor may reasonably begin to prepare for transition of service to the new Contractor during the "lame duck" period, and the City shall not unreasonably withhold its approval of the outgoing Contractor's requests to begin an orderly transition process, including reasonable plans to relocate staff, scale down certain inventory items, etc., so long as such transition activities do not impair Contractor's performance during such "lame duck" period, and so long as such transition activities are prior-approved by the City.

11.8 Equal Employment Opportunity

The Contractor is responsible for complying with and developing equal opportunity policies and procedures as required by State and Federal guidelines.

11.9 Independent Contractor Status

Contractor is an independent contractor and not an employee of the City. Contractor is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes for its employees. Contractor is not entitled to any employee benefits. City agrees that Contractor shall have the right to control the manner and means of accomplishing the result contracted for herein.

By their signatures to this Contract, each party certifies that it is his or her considered judgment that the Contractor engaged under this Contract is in fact an independent contractor.

11.10 Non-Assignment and Non-Delegation

Contractor shall not assign or delegate this Agreement without the prior written consent of City, which consent shall not be unreasonably withheld.

11.11 Conformance to Regulations

Contractor shall perform this Agreement in conformance with all applicable Federal, State and local rules and regulations, including applicable facility and professional licensure and/or certification laws.

11.12 Conformance to Law

This Agreement shall be construed and interpreted according to the laws of the State of Montana, the United States of America, and the ordinances of the County of Cascade and the City of Great Falls.

11.13 Reports

The Contractor shall submit written reports of operations, and other reports as requested by City according to the table shown in **Exhibit A**. The format for the content of such reports will be developed by the City in consultation with the Contractor.

11.14 Changes

The City may from time to time request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, which are mutually agreed upon between the City and Contractor, shall be effective when incorporated in written amendments in this Agreement. No alteration, amendment, or modification of the terms of this Agreement shall be valid unless executed by written amendment hereto, signed by both parties and approved by the City.

Amendments or modifications to the provisions of this Agreement, including its term, may be initiated by either party and may be incorporated into this Agreement if it is in writing and approved by the parties.

11.15 Retention of Records, Record Keeping, and Accounting Practices

Contractor shall retain records pertinent to this Agreement for a period of not less than three (3) years after termination of this Agreement. All accounting records shall be kept in accordance with Generally Accepted Accounting Principles. Annually the Contractor shall submit an "Agreed upon Procedures Engagement" Letter from an independent accounting firm complying with GAAP standards.

Any documents provided to the City by the Contractor may be subject to public inspection under Montana law. If a records request for Contractor's information is made, City will notify Contractor of such request. If Contractor intends to claim that any such requested documentation is confidential proprietary, or trade secret information as identified in Mont. Code Ann. §30-14-402, or otherwise under applicable law, it will be required to take any and all steps necessary, including court action, to establish that the information is not subject to public disclosure.

11.16 Force Majeure

Contractor shall not be liable to the City for delays in performing the services contemplated under this agreement or for the indirect cost resulting from such delays that may result from formally declared riots, war, disasters, extraordinary weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party which directly affects the Contract Service Area described in 1.4, above.

11.17 Severability

In the event that any one or more of the provisions contained in this Agreement shall for any reason be made illegal by any Federal or State statute or regulation or held by any court or by the Office of Inspector General (OIG) of the United States Department of Health and Human Services to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable shall not affect any other provisions and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.


IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

CITY OF GREAT FALLS

REVIEWED FOR LEGAL CONTENT

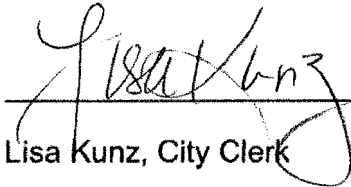


Gregory T. Doyon, City Manager



Sara R. Sexe, City Attorney

ATTEST:



Lisa Kunz, City Clerk



GREAT FALLS EMERGENCY SERVICES, Inc.

By: David L Kuhn

Its: President

STATE OF MONTANA)

County of Cascade : ss.

City of Great Falls)

On this 5 day of June, 2014, before me, a Notary Public in and for the State of Montana, personally appeared David Kuhn, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (he/she/they) executed the same.

IN WITNESS THEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Aspen Northern

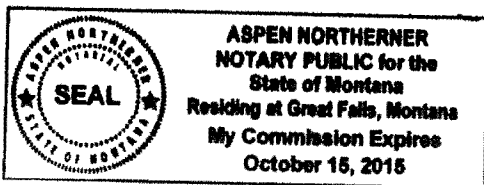
Notary Public for the State of Montana

(NOTARIAL SEAL)

Printed Name: Aspen Northern

Residing at Great Falls, Montana

My Commission Expires: Oct. 15, 2015



SECTION 12 – EXHIBITS

Exhibit A: Reporting Requirements

Exhibit B: Damages

Exhibit C: Quarterly Payment Schedule

Exhibit D: Ambulance Rates

Exhibit E: Response Zone Map

Exhibit F: Non-Emergent Response Damages

Exhibit A: Reporting Requirements

Initial Reporting Requirements			
Report Name	Due Date	Responsible	Submit To
Deployment Plan	Jan. 1, 2014	Contractor	Contract Administrator
EMS Personnel Roster (including information required in 8.9.335 (H))	Jan. 1, 2014	Contractor	Contract Administrator
Hierarchal table of organization identifying the management positions and their roles and responsibilities	Jan. 1, 2014	Contractor	Contract Administrator
Vehicle Inventory	Jan. 1, 2014	Contractor	Contract Administrator
Equipment and Vehicle Replacement Policy	Jan. 1, 2014	Contractor	Contract Administrator

Ongoing Reporting Requirements				
Report Name	Due Date	Frequency	Responsible	Submit To
Deployment Plan changes	30 days prior to change unless emergency adjustment or adding units	As Needed	Contractor	Contract Administrator
Updated deployment maps		Annually	Contractor	Contract Administrator
Response Time Performance Report	On the 10 th of each month for the previous month	Monthly	Contract Administrator	Contractor
Response Time Exemption Request	By the 20 th of each month for the previous month	Monthly	Contractor	Contract Administrator
Notification of major regulatory actions or sanctions	Within 10 business days of notification by a governmental agency	As Needed	Contractor	Contract Administrator
Ongoing Reporting Requirements				

Report Name	Due Date	Frequency	Responsible	Submit To
Notification of any major enforcement actions, and of any litigation or other legal or regulatory proceeding	Within 10 business days of notification	As Needed	Contractor	Contract Administrator
Vehicle List Changes		As Needed	Contractor	Contract Administrator
Records of Vehicle maintenance	Within 5 business days of a written request from the City	Annually	Contractor	Contract Administrator
Vehicle and equipment failure reports	Within 3 business days of written request from the City	As Needed	Contractor	Contract Administrator
Number of emergency responses and transports		Monthly	Contractor	Contract Administrator
Incidents in which Contractor's personnel fail to comply with protocols and/or contractual requirements	Within 2 business days of notification	As Needed	Contractor	Contract Administrator
Complete listing of all written service complaints received and their disposition/resolute		As Needed	Contractor	Contract Administrator
Agreed upon Procedures Engagement Letter from an independent accounting firm according to section 11.15 herein	120 after the close of the Contractor's fiscal year	Annually	Contractor	Contract Administrator
Ongoing Reporting Requirements				

Report Name	Due Date	Frequency	Responsible	Submit To
Response to City inquiries about service and/or complaints	Within 5 business days of a written request from the City	As Needed	Contractor	Contract Administrator
Violations of the Administrative Rules of Montana Title 37 – Department of Public Health and Human Services, Chapter 104 or Montana Code Annotated Title 50 – Health and Safety, Chapter 6 – Emergency Medical Services.	Immediately upon notification from a government agency	As Needed	Contractor	Contract Administrator

Exhibit B: Damages

Damages for Failure to Meet Response Time Standard

The Contractor shall pay the City \$10.00 per minute for each call that does not meet the response time standard (limit per applicable call to be \$100.00). These damages would be assessed on an individual call basis to begin at 12 minutes and 01 seconds for the urban area, 15 minutes and 01 seconds for the rural areas and 23 minutes and 01 seconds for super rural areas. Each response time infraction as noted above will be weighed against the primary response times according to section 4.1, B. (See Chart-1) Response time exemption will apply according to section 4.1, C.

<u>URBAN</u>	<u>RURAL</u>	<u>SUPER RURAL</u>
12:01-13:00 \$30.00	15:01-16:00 \$30.00	23:01-24:00 \$30.00
13:01-14:00 \$40.00	16:01-17:00 \$40.00	24:01-25:00 \$40.00
14:01-15:00 \$50.00	17:01-18:00 \$50.00	25:01-26:00 \$50.00
15:01-16:00 \$60.00	18:01-19:00 \$60.00	26:01-27:00 \$60.00
16:01-17:00 \$70.00	19:01-20:00 \$70.00	27:01-28:00 \$70.00
17:01-18:00 \$80.00	20:01-21:00 \$80.00	28:01-29:00 \$80.00
18:01-19:00 \$90.00	21:01-22:00 \$90.00	29:01-30:00 \$90.00
19:01-20:00 \$100.00	22:01-22:00 \$100.00	30:01-31:00 \$100.00

Damages for Failure to Respond to 911 Emergency Incidents

In the event the Contractor fails to respond to, or is unable to respond within 20 minutes of initial dispatch, when the City transports pursuant to an emergency medical request, the Contractor shall pay the City \$500.00 damages per incident. Damages for the 4th and subsequent calls will not be imposed when three (3) calls have already been dispatched in any given rolling 20 minute interval. The damages referred to herein are in lieu of, and not in addition to, any other response time damages referred to herein.

Damages for Failure to Comply with Code III Speed Limits

Contractor shall pay the City \$250.00 for each incident that is verified and documented, in which the Contractor's personnel exceed the posted speed limit by more than 10 miles per hour when responding to a code III call.

Damages for Failure to Meet Ambulance Staffing or Clinical Standards

Contractor shall pay City \$250.00 whenever an ambulance not staffed as required in this Agreement responds to an emergency medical request, except in a declared MCI or disaster situation. Within 72

hours of discovery, Contractor shall provide the Contract Administrator with a full description of each response where there was a failure to meet ambulance clinical or staffing standards and the remedial action taken to prevent a reoccurrence.

Damages for Failure to Provide Data to Determine Compliance

Each time an ambulance is dispatched and the ambulance crew fails to report on-scene time without a valid reason; Contractor shall pay City \$50.00. When on-scene time cannot be provided, unless a valid reason is provided, response time for that call shall be deemed to have exceeded the required response time for purposes of determining response time compliance. In order to rectify the failure to report an on-scene time and to avoid the damage, Contractor may demonstrate to the satisfaction of the City an accurate on-scene time.

Failure to comply with the EMS 911 System Medical Director's Orders and Protocols

Chronic failure on part of the Contractor to follow EMS protocols and orders given by the EMS 911 System Medical Director the Contractor shall pay the City \$150.00. The EMS 911 System Medical Director shall provide a written report to the EMS System Administrator explaining the infraction and a brief description of corrective actions and plans for improvement on the part of the Contractor.

Minor Breach

The City may impose damages not to exceed one hundred dollars (\$100.00) for each breach that constitutes a "Minor Breach" of the contract and that has not been cured within 30 days, and /or a mutually agreed upon time frame by both parties, from date of official notice being given by the City or designee.

"Minor Breaches" shall be defined as failure to fulfill any of the terms and conditions of this Agreement which do not amount to a "Major Breach."

Before damages for Minor Breach are imposed, the Contract Administrator, or designee, shall give the Contractor written notice of the alleged Minor Breach and opportunity to cure the breach or otherwise respond to the allegations of breach.

Monthly Response Time Compliance

Each month that the Contractor does not comply with the response time requirement in each response zone at the 90% mark, Contractor shall pay the City \$100.00 for each tenth (0.1) of a percentage point below 90%. A response zone must have a minimum of one hundred (100) EMS responses for this performance standard to apply.

The EMS System Administrator has the authority to waive damages when it is in the best interest of the EMS system.

Exhibit C: Quarterly Payment Schedule

Description of Service	Annual Amount ¹	Quarterly Payment ²
Dispatch Services from CCCDC	\$25,842.85	\$6,460.71
EMS System Oversight and Monitoring	\$ 9,897.25	\$2,474.31
EMS 911 System Medical Director	\$ 7,917.81	\$1,979.45
Pre-Transport Service Fee	\$ 21,993.92	\$5,498.47
Totals	\$65,651.83	\$16,412.94

Notes:

1 Annual amount will be increased according to the CPI provisions detailed in the contract.

2 Quarterly payments to the City are due on the first day of the new quarter, April 1, July 1, October 1, and January 1.

Exhibit D: Ambulance Rates

<u>Advanced Life Support</u>	<u>Cost</u>
ALS Emergency	\$1059.03
ALS 2 Emergency	\$1059.03
Waiting Time	No Charge for 911 (typical \$10-\$25 every 15 min)
Night Charge	No Charge (typical \$100-\$300)
ALS Treatment w/o Transport	\$100
Oxygen	\$ 73.82
I.V. Supplies	\$ 62.67
ALS Routine Supplies	\$ 84.49
Intubations Supplies	\$ 90.29
Defibrillation Supplies	\$ 73.29
EKG Supplies	\$ 13.28
Mileage (per loaded mile)	\$ 20.98
Medications are in addition to ALS and ALS2 charges	
<u>Basic Life Support</u>	<u>Cost</u>
BLS Emergency	\$901.82
Night Charge	No Charge (typical \$100-\$300)
BLS Treatment w/o Transport	\$50
Waiting Time	No Charge for 911 (typical \$10-\$25 every 15 min)
Oxygen	\$ 73.82
BLS Routine Supplies	\$ 63.21
EKG Supplies	\$ 13.28
Mileage (per loaded mile)	\$ 20.98
Standby (one hour minimum)	\$75.00 per hour, not to be duplicated with ALS or BLS charges.
Standby (each additional 15 minutes)	\$18.00

If you have any questions regarding your ambulance charges or our reimbursement rates, contact the GFES Manager at 406-453-5300 to discuss. Thank you.

Exhibit E: Response Zone Map

Response Zone Maps on File and available on request;

City of Great Falls

Fire Station-1,

105 9th Street South,

Great Falls Mt

Phone Number: (406) 727-8070

Exhibit F, Non-Emergent Response Damages

NON-EMERGENT DAMAGES TIMES

18:01-19:00	\$30.00
19:01-20:00	\$40.00
20:01-21:00	\$50.00
21:01-22:00	\$60.00
22:01-23:00	\$70.00
23:01-24:00	\$80.00
24:01-25:00	\$90.00
25:01-26:00	\$100.00

AMENDMENT NUMBER 1
TO THE
AGREEMENT WITH GREAT FALLS EMERGENCY SERVICES AND THE CITY OF
GREAT FALLS, MONTANA FOR CITYWIDE 911 EMERGENCY AMBULANCE
SERVICES

THIS AMENDMENT is entered into as of September 18, 2018, by and between, the City of Great Falls, a Municipal Corporation, hereinafter referred to as "City," and Great Falls Emergency Services, Inc., hereinafter referred to as "Contractor." The parties agree as follows:

1. The City and Contractor entered into an Agreement for Citywide 911 Emergency Ambulance Services (Contract) on May 21, 2014. The term of said Contract is set to expire May 21, 2019.
2. The Contractor has advised the City that it cannot meet its obligations under the Contract, because of staffing shortages; a failure to provide ALS ambulance transport on the part of the Contractor could be considered a major breach of contract according to the Contract at Section 11.4.
3. In the interests of public safety and the adequate provision of emergency services, the City recognizes the need to consider a short-term trial amendment to the terms and conditions of the Contract as stated herein, and thus agrees to a short-term trial amendment to the terms and conditions of the Contract, without waiving any other rights under the existing Contract.
4. Enforcement of the terms of Section 2.2.A. of the Contract is suspended, and the terms are replaced by the following, to apply during the remainder of the Contract term:

Provide a minimum two ALS staffed and equipped ambulances to provide pre-hospital emergency medical care and transport services to emergency medical calls within the City twenty-four (24) hours each day, seven (7) days a week, without regard to the patient's financial status. Any additional ambulances above the minimum of two can be staffed at the BLS level. If a GFFR paramedic is provided to increase care level of BLS ambulance to ALS level and conducts transport to a receiving facility, the GFFR will be the Authority Having Jurisdiction (AHJ) of EMS care.

5. The following language is added to the Contract terms, to apply during the remainder of the Contract term:


Exhibit B: ALS Intercept

The Contractor agrees to pay a \$100.00 dollar fee to the City each time GFFR Firefighter/Paramedics, in their discretion, increase service delivery of the ambulance to ALS level for patient care.


6. All other conditions and provisions of the Contract remain in full force and effect, and are hereby ratified and affirmed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment Number 1 the day and year first above written.

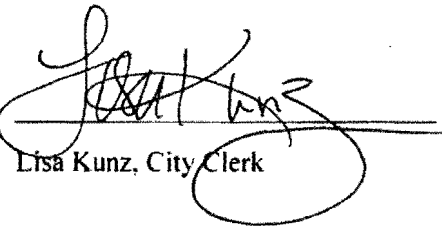
GREAT FALLS EMERGENCY SERVICES, INC.

By: 
Its: PRESIDENT, DAVID L. KUHN

CITY OF GREAT FALLS

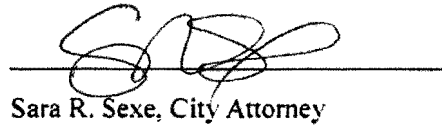
By: 
Gregory T. Doyon, City Manager

Attest:

By: 
Lisa Kunz, City Clerk



Approved as to Form:

By: 
Sara R. Sexe, City Attorney

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



Item: Resolution 10348 – A Resolution for a Conditional Use Permit for a “two-family residence” land use upon the property addressed as 4921 9th Avenue South and legally described as Lot 9, Block 7, Sunrise Terrace 2nd Addition, Sec. 9, T20N, R4E, PMM, Cascade County, MT.

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

Initiated By: Alyssa McEwan

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

Action Requested: City Commission adopt Resolution 10348

Public Hearing:

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

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/deny) Resolution 10348 subject to the applicant fulfilling the listed Conditions of Approval.”

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

Recommendation:

On May 12, 2020, the Zoning Commission conducted a public hearing and recommended the City Commission approve the requested Conditional Use Permit. Staff recommends approval of the Conditional Use Permit, subject to the conditions stated within the agenda report.

Conditions of Approval:

1. **Subsequent Modifications and Additions:** If, after establishment of the conditional use, the owner proposes to expand or modify the use, buildings, and/or structures, the Director of the Planning and Community Development Department shall determine in writing if such proposed change would alter the finding for one or more review criteria found in OCCGF 17.16.36.040. If such proposed change would alter a finding, the proposal shall be submitted

for review as a new conditional use application. If such proposed change would not alter a finding, the owner shall obtain all other permits as may be required.

2. **Expiration:** The Conditional Use Permit shall expire one year after the date of issuance, if a Certificate of Occupancy has not been issued. The Administrator may extend the expiration date by up to one year if substantial work is ongoing. The Administrator may issue a Temporary Certificate of Occupancy that is valid for no more than one year if the only condition(s) remaining to be fulfilled involve landscaping that cannot be successfully established until the weather permits.
3. **Abandonment:** If the permitted conditional use ceases to operate for more than six months, the Conditional Use Permit shall expire.
4. **General Code Compliance:** The proposed project shall be developed consistent with the conditions of approval adopted by the City Commission, and all codes and ordinances of the City of Great Falls, the State of Montana, and all other applicable regulatory agencies.
5. **Acceptance of Conditions:** No zoning or building permits shall be issued until the property owner acknowledges in writing that it has received, understands, and agrees to comply with the conditions of approval.

Background:

The applicant, Alyssa McEwan, has submitted an application to request a Conditional Use Permit to allow for the legalization of a “two family residence” land use upon the property addressed as 4921 9th Avenue South and legally described as Lot 9, Block 7, Sunrise Terrace 2nd Addition, Sec. 9, T20N, R4E, PMM, Cascade County, MT. The subject property is zoned R-3 Single-family high density, wherein a “two family residence” land use is permitted upon receiving approval of a Conditional Use Permit and fulfillment of any required conditions.

The subject property is identified in the City’s records as containing a single-family residence, with an unrecorded second unit that was recently brought to the attention of the Planning and Community Development Department. Based on research conducted into both City and County records, the second unit has no history of installation or use. The current owner acquired the house with the unit already existing. Through discussion with the owner, it was determined that the second unit was remodeled and has been in use as a second dwelling since before 2005. The applicant wishes to legalize the existing second unit within the residence through a Conditional Use Permit. While the property in question is located within an R-3 Single family high density zoning district, there are multi-family and commercial zoning districts and properties that are located in close proximity. More specifically, properties on the south side of 9th Avenue South are zoned both R-5 Multi-family Medium Density and C-1 Neighborhood Commercial. Because of the mix of density and use found in the area, legalizing the second unit through the requested Conditional Use Permit would create a smooth transition between the intensities of zoning districts.

The basis for decision for a Conditional Use Permit is listed in OCCGF §17.16.36.040. The Zoning Commission's recommendation and the City Commission's decision to approve, conditionally approve, or deny an application shall be based on whether the application, staff report, public hearing, and additional information demonstrates that the criteria which are attached as Findings of Fact - Conditional Use have been met.

Impacts:

Increasing the residential density of the lot from one to two units will not adversely impact the area. Because the two family residence has existed on the property for at least 15 years, the impact of the two dwelling units has long been integrated into the fabric of the area. A more detailed analysis of impact can be found in the attached Basis of Decision.

Improvements:

No improvements are recommended. Although one parking space could be added on the property to strictly comply with the requirement for two family residences (two spaces per dwelling), staff doesn't recommend that this extra space be installed because the two units have existed for so many years.

Proximity to Other Uses:

The Subject Property is a corner lot, bounded to the north, east, and west by single-family homes. Across the avenue to the south are multi-family and commercial buildings.

Public Input: Information about the applicant's request was provided to Neighborhood Council District #4. Additionally, notices were provided to surrounding property owners. No objections from the public have been provided to staff.

Fiscal Impact: Approval of the CUP will have no adverse financial impact upon the City of Great Falls. Approval would result in the legal use of the second unit on the parcel, which would increase the value of the property.

Alternatives: The City Commission could deny the Conditional Use Permit, providing an alternate Basis of Decision to support the action

Concurrences: Representatives from the City's Public Works, Fire/Rescue, and Building Departments have reviewed the proposal and have no objections to the issuance of the Conditional Use Permit.

Attachments/Exhibits:

Resolution 10348
Basis of Decision
Site Layout
Aerial Map
Zoning Map
Applicant Narrative

RESOLUTION 10348

A RESOLUTION APPROVING A CONDITIONAL USE PERMIT TO ALLOW A “RESIDENCE, TWO-FAMILY” LAND USE UPON A PARCEL OF LAND ADDRESSED AS 4921 9TH AVENUE SOUTH AND LEGALLY DESCRIBED AS LOT 9, BLOCK 7, SUNRISE TERRACE 2ND ADDITION, SEC. 9, T20N, R4E, PMM, CASCADE COUNTY, MT.

* * * * *

WHEREAS, the City of Great Falls has been petitioned to approve a Conditional Use Permit to allow for the establishment of a “Residence, two-family” land use upon the property legally described as Lot 9, Block 7, Sunrise Terrace 2nd Addition, Sec. 9, T20N, R4E, PMM, Cascade County, Montana (subject property); and,

WHEREAS, the subject property is presently zoned R-3 Single-family high density, wherein a "Residence, two-family" land use is permitted upon receiving approval of a Conditional Use Permit; and,

WHEREAS, the proposed Conditional Use Permit for the establishment of a “Residence, two-family” land use upon the subject property meets the Basis of Decision requirements in the Official Code of the City of Great Falls (OCCGF) Section 17.16.36.040; and,

WHEREAS, the Great Falls Zoning Commission conducted a public hearing on May 12, 2020, to consider said Conditional Use Permit application and, at the conclusion of said hearing, passed a motion recommending a Conditional Use Permit for a “Residence, two-family” land use be granted by the City Commission for the subject property, subject to the following conditions:

CONDITIONS OF APPROVAL FOR CONDITIONAL USE PERMIT

1. Subsequent Modifications and Additions: If, after establishment of the conditional use, the owner proposes to expand or modify the use, buildings, and/or structures, the Director of the Planning and Community Development Department shall determine in writing if such proposed change would alter the finding for one or more review criteria found in OCCGF 17.16.36.040. If such proposed change would alter a finding, the proposal shall be submitted for review as a new conditional use application. If such proposed change would not alter a finding, the owner shall obtain all other permits as may be required.
2. Expiration: The Conditional Use Permit shall expire one year after the date of issuance, if a Certificate of Occupancy has not been issued. The Administrator may extend the expiration date by up to one year if substantial work is ongoing. The Administrator may issue a Temporary Certificate of Occupancy that is valid for no more than one year if the only condition(s) remaining to be fulfilled involve landscaping that cannot be successfully established until the weather permits.
3. Abandonment: If the permitted conditional use ceases to operate for more than six months, the Conditional Use Permit shall expire.
4. General Code Compliance: The proposed project shall be developed consistent with the conditions of approval adopted by the City Commission, and all codes and ordinances of the City of Great Falls, the State of Montana, and all other applicable regulatory agencies.
5. Acceptance of Conditions: No zoning or building permits shall be issued until the property owner acknowledges in writing that it has received, understands, and agrees to comply with the conditions of approval.

WHEREAS, the City Commission having allowed for proper public notice, conducted a public hearing to consider said application, and considered the comments and recommendations made by the Zoning Commission.

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

That a Conditional Use Permit be granted for a “Residence, two-family” land use at the property addressed as 4921 9th Avenue South and legally described as Lot 9, Block 7, Sunrise Terrace 2nd Addition, Sec. 9, T20N, R4E, PMM, Cascade County, Montana, conditioned upon the owner complying with the conditions listed herein; and,

BE IT FURTHER RESOLVED BY SAID CITY COMMISSION that, pursuant to the Official Code of the City of Great Falls (OCCGF) 17.16.36.090, the permit shall be

considered a covenant that runs with the land and shall be binding on all subsequent property owners. Additionally, pursuant to OOCGF 17.16.36.100, the Conditional Use Permit shall expire one (1) year after the date of issuance unless substantial work has commenced under the permit and continues in good faith to completion. If the Conditional Use is established, but ceases to operate for more than six (6) months, the Conditional Use Permit shall expire.

BE IT FURTHER RESOLVED BY SAID CITY COMMISSION that this Resolution shall become effective from and after the date of the filing of said document in the office of the Cascade County Clerk and Recorder.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on June 16, 2020.

Bob Kelly, Mayor

ATTEST:

Lisa Kunz, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

Sara Sexe, City Attorney

CONDITIONAL USE PERMIT - BASIS OF DECISION

The applicant is requesting the approval of a Conditional Use Permit (CUP) for a Two-Family Residence in the R-3 district.

1. The zoning and conditional use is consistent with the City's Growth Policy and applicable neighborhood plans, if any.

The proposed two-family residence provides housing diversity and increased density in the core of the City and also takes advantage of existing street and utility infrastructure. More specifically, it is consistent with the following policies in the City's Growth Policy:

Phy4.1 – Encourage a balanced mix of land uses through-out the City.

Phy4.2.3 – Support actions that bring properties into conformance with the City's Land Development code requirements over time

Phy4.3 – Optimize the efficiency and use of the City's Public facilities and utilities.

2. The establishment, maintenance or operation of the zoning and conditional use will not be detrimental to, or endanger the health, safety, morals, comfort or general welfare.

The CUP will have no detrimental impact upon the health, safety, morals, comfort or general welfare. The subject property has been inspected by Planning, Engineering, and Building staff. Because the existing second unit has existed for so many years, impacts to safety related to parking, traffic, or access have been integrated into the surrounding area.

3. The conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.

The residential uses in the neighborhood are generally mixed in density. While the majority of uses in the area are single-family, there are a number of area properties on the south side of 9th Avenue South that are zoned and utilized as multi-family and commercial. The existing appearance of the residential structure looks very similar to existing nearby single-family structures. Parking is proposed to be contained within the garage and driveway. Because of these factors, the conditional use will not adversely impact the use, enjoyment or property value of any property in the immediate vicinity.

4. The conditional use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.

The project will not impede the normal and ordinary development and improvement of surrounding properties. All of the residentially zoned lots located north, east and west of the property are already developed. The multifamily and commercially zoned areas south of 9th Avenue South will not be affected by the allowance for the existing two family unit. Adjacent property owners have been notified about the project and City staff has received no questions regarding project specifics. As of May 28, 2020, there have been no comments.

5. Adequate utilities, access roads, drainage and/or necessary facilities have been or are being provided.

Adequate services and infrastructure are available to serve the two family dwelling. Full sidewalks, water, sewer and paved roads already exist adjacent to the subject parcel.

6. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

The project will generate little daily traffic, and will have no discernible impact upon the area road network. Driveway access is off the lower volume street (E 50th Street South), thereby avoiding a point of conflict upon the higher-traffic avenue (9th Avenue South).

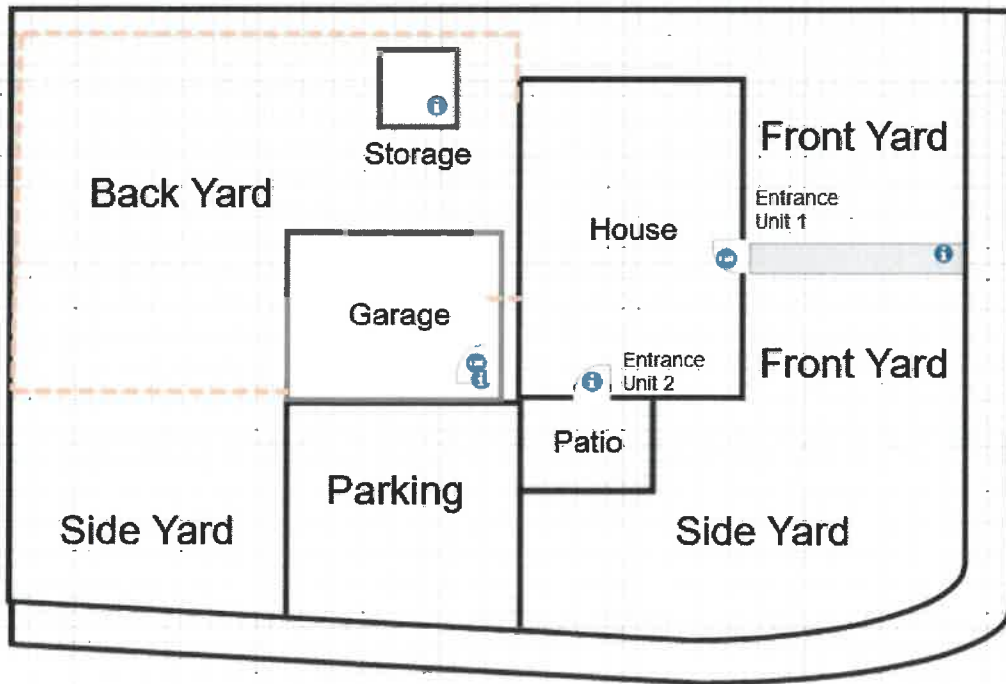
7. The conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified by the City Commission.

The lot is of sufficient size to comply with all applicable regulations in the City's Land Development Code and, more specifically, the R-3 Zoning District.

Conditional Use Permit: 4921 9th Ave South Great Falls MT, 59405
McEwan & DeGuzman Duplex

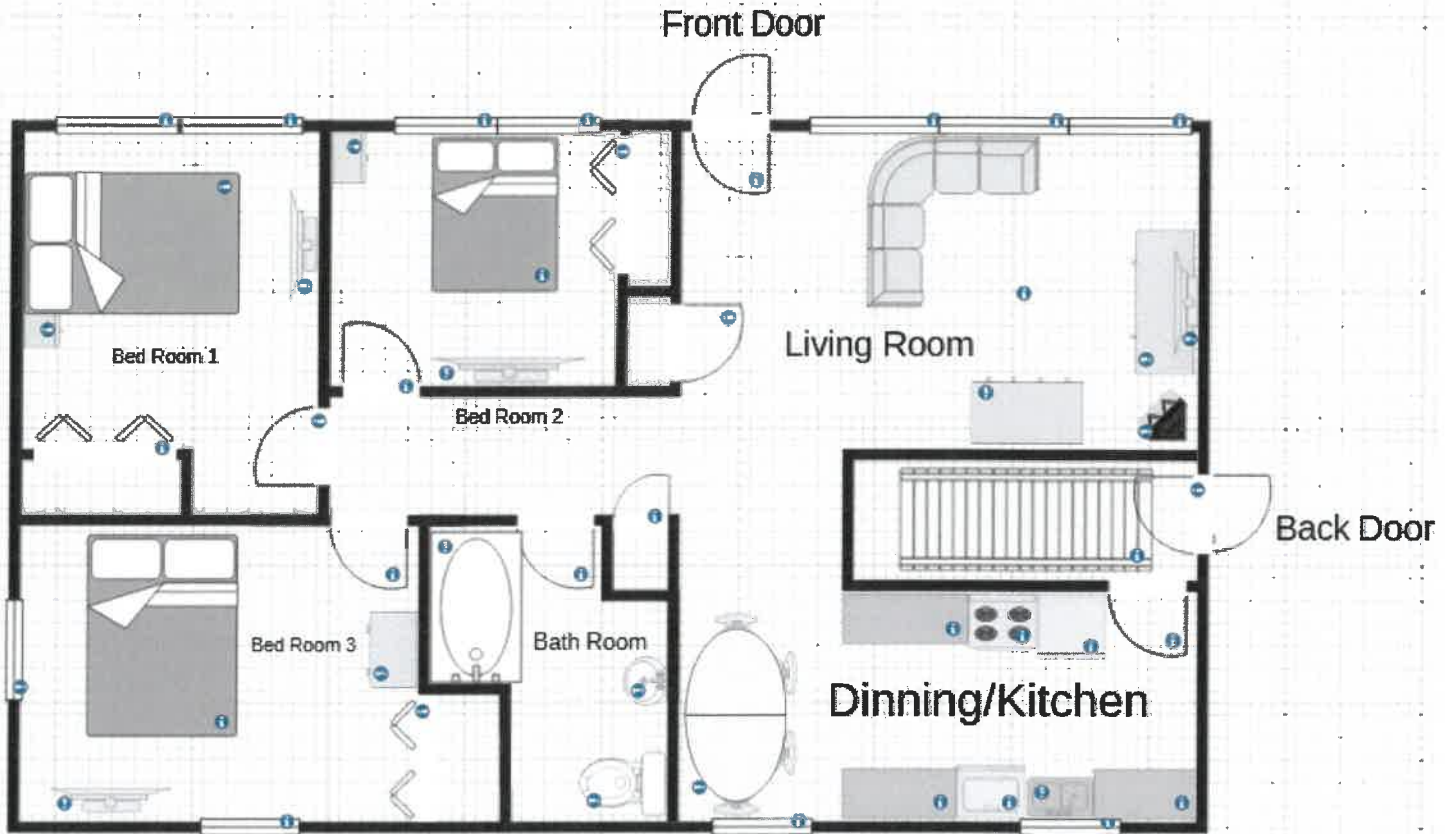


Property Layout:

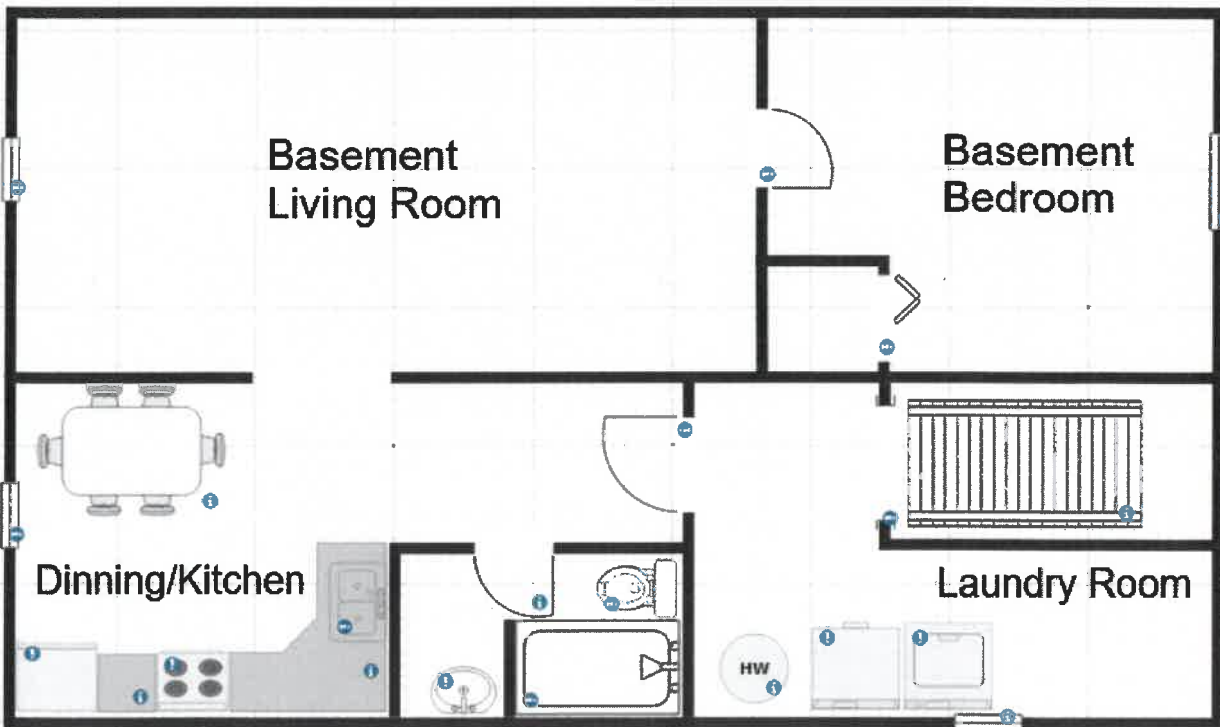


9th Ave South

Unit 1/Unit 2 Floor Layout



Upstairs Floor Plan



Basement Floor Plan



48TH ST S

49TH ST S

E 50TH ST S

9TH AVE S

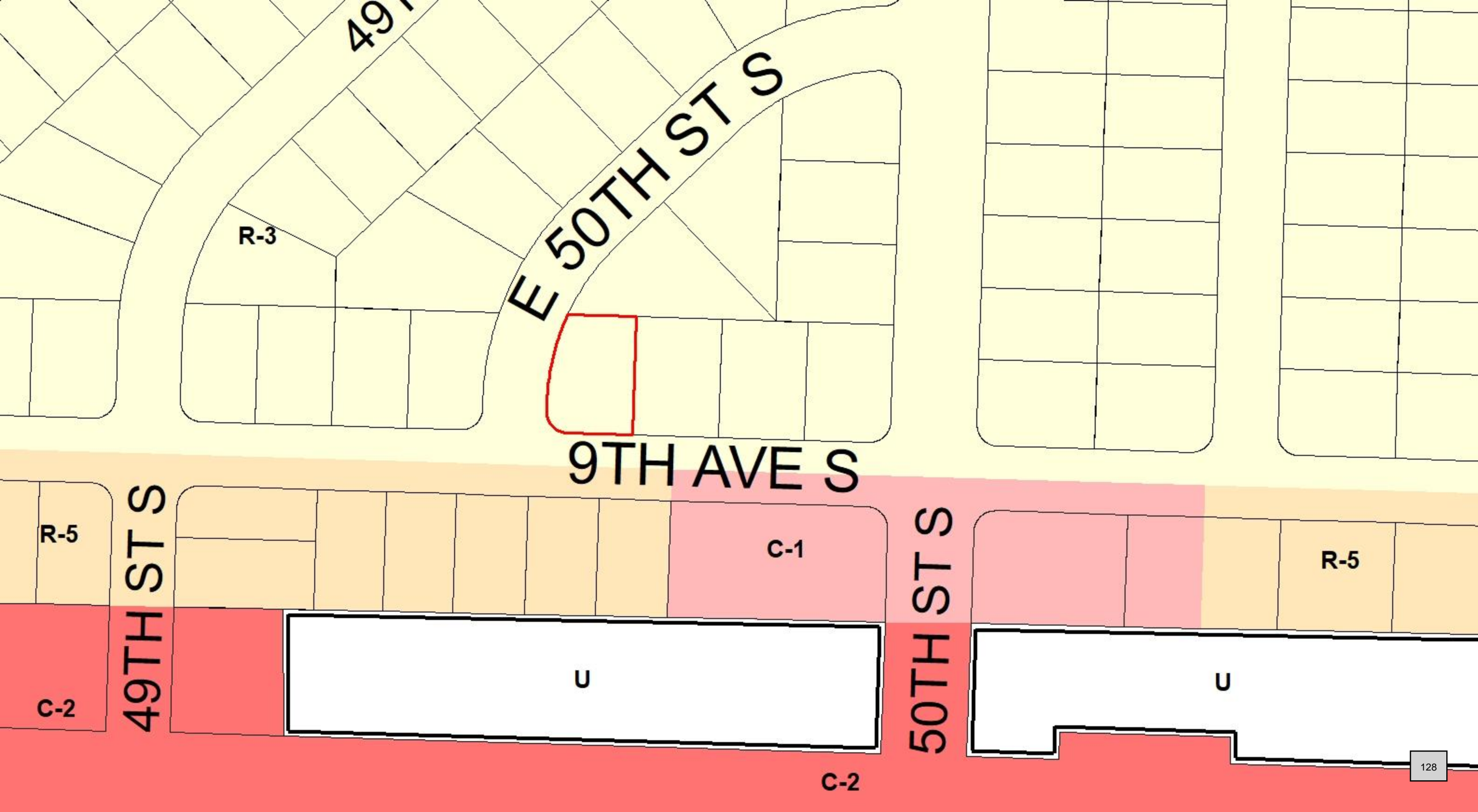
49TH ST S

50TH ST S

52ND ST S

10TH AVE S

10TH AVE S



49

E 50TH ST S

R-3

9TH AVE S

R-5

49TH ST S

C-1

C-2

U

50TH ST S

R-5

C-2

U

Conditional Use Permit Narrative for 4921 9th Ave South Great Falls, MT
February 20, 2020

This Conditional Use Permit Request seeks to allow an existing duplex, established many years ago, within a Single-family High Density zoning district.

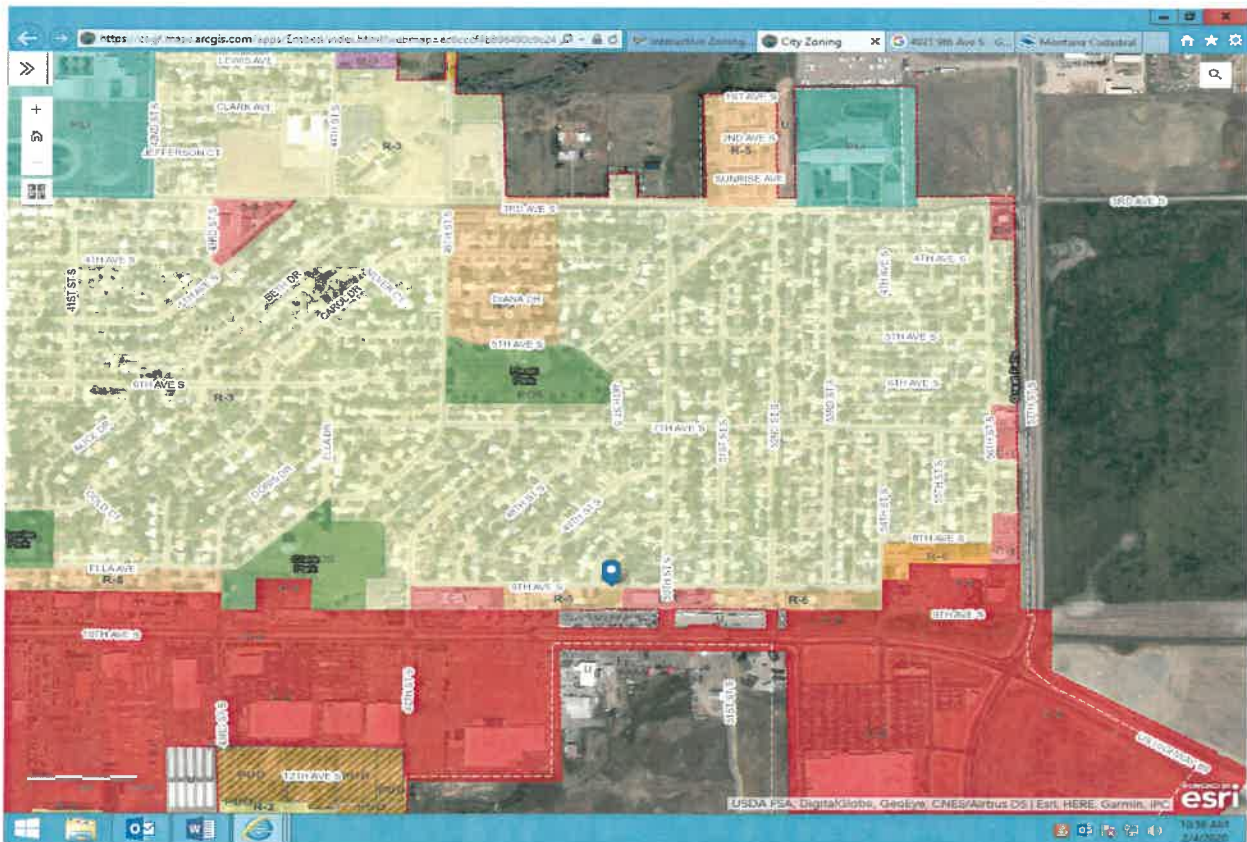
The house on the property contains two levels which both have a complete kitchen and bathroom on each floor creating two full apartments. The previous owner remodeled the second unit sometime before 2005 and leased out both floors as separate units. With that in consideration, this would be legalizing something that exists and provides additional housing opportunity for others.

Unless required by city code, this project would not disrupt the surrounding neighborhood and would not require any inside or outside structural additions. It would also provide more affordable rental opportunity in the community.

The property is located on the corner of 9th Ave and E 50th St which places its close proximity to the existing multi-family and commercial district across the street. (See Map 1) The map below also indicates there are other multi-family and commercial zones located close in the area. Due to this, residents in the area are currently living next to the multi-family and commercial districts.

This Conditional Use Permit is beneficial to the public and will provide more affordable housing for families in the community.

Map 1





Item: Defense Critical Infrastructure Program (DCIP) Grant Application

From: Gregory T. Doyon, City Manager

Initiated By: City Officials and MAFB Partners

Presented By: Gregory T. Doyon, City Manager

Actions Requested:

1. Authorize the City Manager to submit a proposal to the Defense Community Infrastructure Pilot Program (DCIP) and to apply for assistance in the amount of \$10 million.
2. Acknowledge that the DCIP Grant will be matched by \$10 million from Park Maintenance District #1 revenues if awarded.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (authorizes/not authorize) the City Manager to submit a proposal to the Defense Community Infrastructure Pilot Program (DCIP) for a Community Recreation and Indoor Pool Facility and to apply for assistance in the amount of \$10 million. I further move that the City Commission acknowledges that funding for the City’s \$10 million required match will be derived from Park Maintenance District #1 funds.”

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

Staff Recommendation: Staff recommends the Commission Authorize the City Manager to submit a proposal for a Recreation and Aquatics Facility and to apply for Grant funding in the amount of \$10 million dollars through DCIP. Staff also recommends that funding for the required match be derived from the Park Maintenance District #1 (PMD #1) revenues.

Summary: As shared during the Commission’s June 2, 2020 work session, the City of Great Falls has an opportunity to partner with Malmstrom Air Force Base and use the Defense Critical Infrastructure Program to fund a mutually beneficial project. The proposal is to construct a new Community Recreation and Aquatics Facility. It is estimated that the project would total \$20 million with the DCIP program funding 50% of the costs.

The recommended motions satisfy DCIP Proposal and Submission.

Background:

- The Department of Defense recently adopted rules and limited funding for a new program called Defense Community Infrastructure ([DCIP - DOD Web Page](#)).
 - Program Summary: Section 2391(d) of title 10, United States Code, authorizes the Secretary of Defense to, “make grants, conclude cooperative agreements, and supplement funds available under Federal programs administered by agencies other than the Department of Defense, for projects owned by a State or local government, or a not-for-profit, member-owned utility service to address deficiencies in community infrastructure supportive of a military installation, if the Secretary determines that such assistance will enhance the military value, resilience, or military family quality of life at such military installation.” Project proposals must include the endorsement of the local installation commander representing the installation benefitting from the proposed project, and will be competitively ranked across review criteria.

- MAFB Installation leadership is highly supportive of a joint project for a new Community Recreation and Aquatics Facility. The project would benefit both parties, assist with mission requirements, and provide an indoor pool that has been pursued for many years by MAFB.

- From MAFB regarding installation Indoor Pool Needs:
 - The existing Fitness Center located on Malmstrom AFB does not adequately satisfy personnel or infrastructure demands. There is no indoor lap pool to provide individuals with a proper alternative for sustaining cardio-vascular fitness, specifically during the long Montana winter months.
 - Malmstrom is the only northern tier base without an indoor swimming pool.
 - The fitness level of our military personnel will continue to suffer, making it difficult to achieve the standards required for combat readiness.
 - A properly sized and configured fitness center is vital at this northern tier installation for the health, morale, and welfare of our members as well as to maintain a fitness level necessary for optimal performance during military operations.
 - Daily exercise/physical training is required to meet the demands of today's expeditionary Air Force requirements for active Air Force, Homeland defense initiatives and Air National Guard populations totaling 4,600+personnel (not including their dependents and retirees totaling another 10,000 people).
 - The training sessions require aerobic and strength training in order to comply with Air Force Instruction "Fitness Programs". Our “Fit-to-Fight” program will fail to meet all requirements due to inadequate fitness facilities.
 - In order to support the 40th Helicopter Squadron located on Malmstrom AFB, Air Force requires, Helicopter Emergency Egress Device (HEED) and/or Simulated Water Egress Trainer (SWET) training must be conducted in a controlled environment, i.e., swimming pool. With the bed-down of the new MH-139 (Grey Wolf) airframe this requirement will become critical to the success of this mission.
 - There will continue to be very few options to maintain physical fitness during the winter months. Swimmers will continue to have limited opportunities to develop their fitness activities, as the existing outdoor pool is only open an average of 9 weeks a year.

DCIP Information

- Host community submits a grant request with the installation Commander’s Endorsement.
- The award ceiling is \$25 million and the award floor is \$250,000.

- For non-rural area projects (rural area being defined as a city, town, or unincorporated area that has a population of not more than 50,000 inhabitants), the State or local government, or a not-for-profit, member-owned utility service, must agree to contribute 50% or more of the funding for the project, unless a national security waiver is approved by the Secretary of Defense.

Significant Impacts: After the Natatorium was closed in the fall of 2018, the staff and City Commission assured the public that the City would find indoor pool alternatives, and commence efforts to explore construction of another indoor pool.

If the proposal is accepted and grant funds are awarded the city would be looking at using PMD#1 funds from year three onward to cover the debt service payments.

Fiscal Impact: If the proposal and grant are approved, the City would need to issue debt service in the amount up to \$10 million against the PMD #1. Currently, the PMD#1 assesses \$1.5 million dollars annually.

Debt Service scenarios for 15-year revenue bonds, at 4%:

Amount	Yearly Debt payment
\$5,000,000	\$450,000
\$7,000,000	\$630,000
\$10,000,000	\$900,000

The PMD#1 gives authority to the Commission to construct facilities and issue general obligation or revenue bonds. Revenue bonds would not require a vote. The city will be required to manage, operate, and maintain the facility without additional financial support from DoD (MAFB) aside from standard user fees or partnership agreements.

Alternatives: Reject the request to submit the grant.

Concurrences:

- Malmstrom Air Force Base Commander
- Park and Recreation Department
- City Manager’s Office



Item: Ordinance 3215, “An Ordinance Repealing Title 17, Chapter 12, Article 3, of the Official Code of the City of Great Falls (OCCGF), Pertaining to the Great Falls Design Review Board,” and
Ordinance 3216, “An Ordinance Repealing Title 15, Chapter 1, Section 020 of the Official Code of the City of Great Falls (OCCGF), Pertaining to the Great Falls Design Review Board.”

From: Legal Department

Initiated By: City Commission

Presented By: Sara Sexe, City Attorney

Action Requested: Adopt Ordinances 3215 and 3216 on second reading.

Suggested Motion:

1. Commissioner moves:
“I move that the City Commission (adopt/deny) Ordinances 3215 and 3216.”
 2. Mayor requests a second to the motion, public comment, Commission discussion, and calls for the vote.
-

Staff Recommendation:

Staff recommends that the City Commission adopt Ordinances 3215 and 3216.

Background:

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

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

On December 3, 2019 the Commission adopted Resolution 10321. Resolution 10321 amended the DRB’s review process. It also placed limitations on what the DRB could substantively review in the development application process. These limitations only require applicants to submit a project narrative,

conceptual site plan demonstrating compliance with underlying zoning requirements, and renderings or elevations of proposed buildings.

After further consideration, under Commission Initiatives at the February 4, 2020 Commission Meeting, Commissioners Tryon and Robinson requested that staff draft language for a resolution to dissolve the DRB. There was no objection by other Commission members.

In response to this Commission initiative, staff presented Resolution 10336 to the City Commission on March 3, 2020. Resolution 10336 was adopted by the Commission by a 3-2 vote and dissolved the Great Falls Design Review Board completely. Resolution 10336 also directed City Staff to present appropriate OCCGF amendments that would fulfill the intent of Resolution 10336 to dissolve the DRB. The Ordinances under consideration are being presented in response to that direction.

At its regularly scheduled meeting on May 12, 2020, the Great Falls Planning Advisory Board was presented Ordinance 3215 for recommendation. The Board voted unanimously recommending that the City Commission adopt Ordinance 3215. Ordinance 3216 was not presented to the Planning Advisory Board for recommendation, because it amends a portion of OCCGF Title 15, not Title 17.

If adopted, the Ordinances will repeal the initial OCCGF provisions pertaining to the DRB. More amendments to the OCCGF pertaining to the DRB will be presented for Commission consideration in the future.

Both Ordinances were accepted unanimously on first reading June 2, 2020. Commissioner Tryon commented that he had heard positive feedback from the development community about the dissolution of the Design Review Board. Commissioner Moe expressed concern that the proposed fee for staffing the Design Review Board was potentially the reason it was dissolved.

Ord. 3215 Exhibit “A” and Ord. 3216 Exhibit “A” are documents illustrating the proposed OCCGF amendments. Added language is illustrated in **bold**, and deleted language is illustrated in ~~striketrough~~.

Alternatives:

The City Commission could vote to deny Ordinances 3215 and 3216.

Concurrences:

City Manager’s Office
City Clerk’s Office

Attachments/Exhibits:

Ordinance 3215
Ord. 3215 Exhibit “A”
Ordinance 3216
Ord. 3216 Exhibit “A”

ORDINANCE 3215

AN ORDINANCE REPEALING TITLE 17, CHAPTER 12, ARTICLE 3, OF THE OFFICIAL CODE OF THE CITY OF GREAT FALLS (OCCGF), PERTAINING TO THE GREAT FALLS DESIGN REVIEW BOARD.

* * * * *

WHEREAS, the City Commission established Title 17 of the OCCGF outlining provisions pertaining to, and known as, the Land Development Code; and

WHEREAS, the City Commission established OCCGF Title 17, Chapter 12, Article 3 establishing and regulating The Great Falls Design Review Board; and

WHEREAS, after numerous suspensions of the Design Review Board meetings and review requirements, the City Commission adopted Resolution 10336 dissolving the Design Review Board; and

WHEREAS, Resolution 10336 directed City Staff to present OCCGF amendments consistent with the intent of Resolution 10336; and

WHEREAS, at its regularly scheduled May 12, 2020 meeting, the Great Falls Planning Advisory Board recommended that the City Commission adopt Ordinance 3215.

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

Section 1. OCCGF Title 17, Chapter 12, Article 3, is hereby repealed as depicted in Exhibit “A” attached hereto and by reference incorporated herein, with deleted language identified by ~~strike through~~ and inserted language **bolded**; and

Section 3. This ordinance shall be in full force and effect thirty (30) days after second reading and final adoption by the City Commission.

ACCEPTED by the City Commission of the City of Great Falls, Montana on first reading June 2, 2020.

ADOPTED by the City Commission of the City of Great Falls, Montana on second reading June 16, 2020.

Bob Kelly, Mayor

ATTEST:

(CITY SEAL)

Lisa Kunz, City Clerk

APPROVED FOR LEGAL CONTENT:

Sara R. Sexe, City Attorney

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

I, Lisa Kunz, City Clerk of the City of Great Falls, Montana, do certify that I did post as required by law and as prescribed and directed by the Commission, Ordinance 3215 on the Great Falls Civic Center posting board and the Great Falls City website.

Lisa Kunz, City Clerk

(CITY SEAL)

Exhibit "A"

Title 17 - LAND DEVELOPMENT CODE

Chapter 12 ADMINISTRATIVE AND ENFORCEMENT BODIES

Article 3 DESIGN REVIEW BOARD REPEALED

(Ord. 3215, 2020)

Sections:

- 17.12.3.010 Establishment.
- 17.12.3.020 Authority.
- 17.12.3.030 Composition and appointment of members.
- 17.12.3.040 Officers.
- 17.12.3.050 Board procedures.
- 17.12.3.060 Schedule of meetings.
- 17.12.3.070 Voting and quorum.
- 17.12.3.080 Compensation and expenses.
- 17.12.3.090 Legal representation.

~~17.12.3.010 Establishment.~~

~~A Design Review Board is established to undertake the responsibilities herein defined.~~

~~17.12.3.020 Authority.~~

~~To further promote the health, safety and general welfare of the City, the board has the authority and responsibility to review specified types of development proposals to ensure that the design and aesthetics conform to the review criteria contained in this Title. The board may approve or deny, in whole or in part, or may modify and set conditions for approval, or provide advice and counsel.~~

~~17.12.3.030 Composition and appointment of members.~~

- ~~A. **Number and appointment.** The board shall consist of five (5) voting members appointed by the City Commission.~~
- ~~B. **Considerations in making appointments.** Members shall be residents of the City. The City Commission shall make an effort to achieve a diversity of expertise, background, and interest. Such diversity should preferably include two (2) architects and three (3) individuals chosen for their demonstrated interest in and expertise in design or community aesthetics. No member of the City Commission or employee of the City shall be eligible for membership on the board.~~
- ~~C. **Terms.** Each member shall be appointed to a three-year term. The expiration of initial terms of board members will be staggered to assure continuity.~~

Exhibit "A"

Title 17 - LAND DEVELOPMENT CODE

Chapter 12 ADMINISTRATIVE AND ENFORCEMENT BODIES

- ~~D. **Vacancies.** When a position becomes vacant before the end of the term, the City Commission shall make an appointment. A member whose term expires may continue to serve until a successor is appointed and qualified.~~
- ~~E. **Conditions for removal.** A member shall be removed from the board and the member's office declared vacant under the following conditions:~~
- ~~1. The member fails to attend three (3) successive regular meetings without excused absences; or~~
 - ~~2. The member moves outside of the City; or~~
 - ~~3. The City Commission declares without notice and without assignment of cause the removal of a member.~~

~~17.12.3.040 **Officers.**~~

- ~~A. **Election.** At its annual meeting, the board shall elect a chair and vice chair from among its membership by majority vote. If there is more than one (1) nominee for any office, voting shall be by secret ballot.~~
- ~~B. **Nominations.** Nominations may be made from the floor, provided the nominee consents to the nomination.~~
- ~~C. **Terms of office.** All elective offices shall be for one (1) year. An officer whose term has expired shall hold office until a successor is elected.~~
- ~~D. **Limitation on consecutive terms.** No member shall hold the same elective office for more than three (3) consecutive terms.~~
- ~~E. **Vacancies.** In the event of a vacancy in any office, the chair, upon approval by a majority of voting members present, shall designate a member to fill the unexpired term of the office.~~
- ~~F. **Rights of chair.** The chair shall have all the rights and privileges of a board member.~~
- ~~G. **Duties of chair.** The chair shall:~~
- ~~1. Preside at all meetings of the board,~~
 - ~~2. Plan the agenda for the board,~~
 - ~~3. Act as a liaison between the board and the Planning and Community Development Department,~~
 - ~~4. Execute all legal documents on behalf of the board,~~
 - ~~5. Call special meetings as provided herein, and~~
 - ~~6. Act as the public representative of the board or designate an alternate.~~
- ~~H. **Duties of vice chair.** The vice chair shall perform the duties of the chair in all cases in which the chair is unable to serve or as otherwise directed by the chair.~~
- ~~I. **Duties of secretary.** The secretary shall:~~
- ~~1. Maintain the minutes and records of the board and issue calls and notices pertaining to the board,~~
 - ~~2. Distribute the agenda for all regular and annual meetings at least one (1) week prior to the meeting,~~
 - ~~3. Keep a roll of membership and attendance, and~~
 - ~~4. Supervise the balloting at all elections.~~

Exhibit "A"

Title 17 - LAND DEVELOPMENT CODE

Chapter 12 ADMINISTRATIVE AND ENFORCEMENT BODIES

~~J. **Delegation of duties.** The board may delegate the duties of the secretary to the Planning and Community Development Department by a majority vote.~~

~~(Ord. No. 3056, § 1, 8-17-2010)~~

~~**17.12.3.050 Board procedures.**~~

~~The board may adopt rules of procedure to carry out its purposes. All rules must conform to this Title, other City regulations, and State law and shall be filed in the office of the City Clerk.~~

~~**17.12.3.060 Schedule of meetings.**~~

~~A. **Annual meeting.** The board shall meet at least once a year in January to elect officers and for such other business as may arise.~~

~~B. **Regular meeting.** The board shall schedule meetings to review applications for which it has authority to review.~~

~~C. **Special meeting.** Special meetings may be called by the chair or by two (2) members of the board or the City Commission upon written request to the secretary.~~

~~**17.12.3.070 Voting and quorum.**~~

~~A. **Requirements for quorum.** A quorum shall consist of three (3) voting members.~~

~~B. **Requirements for voting.** Each decision of the board shall be approved by a majority vote of the members present at a regular, annual, or special meeting in which a quorum is in attendance and voting.~~

~~C. **Disqualification or voluntary abstention from voting.** A member shall abstain from voting on a particular issue or shall be disqualified by majority vote of the remaining members present, if any of the following circumstances apply:~~

~~1. The member has a direct financial interest in the outcome of the matter at issue; or~~

~~2. The member has such close personal ties to the applicant, the project, or to a party opposing the application that the member can not reasonably be expected to exercise sound judgment in the public interest; or~~

~~3. The member owns property within the area entitled to receive written notice; or~~

~~4. Participation in the matter might violate the letter or spirit of a member's code of professional responsibility; or~~

~~5. Other applicable law that applies.~~

~~**17.12.3.080 Compensation and expenses.**~~

~~A. **Compensation.** Members shall not be compensated for their services on the board.~~

~~B. **Expenses.** Members may be paid for travel and other expenses incurred on board business under procedures prescribed in advance by the City Commission.~~

Exhibit "A"

Title 17 - LAND DEVELOPMENT CODE

Chapter 12 ADMINISTRATIVE AND ENFORCEMENT BODIES

~~17.12.3.090 — Legal representation.~~

~~The City Commission may appoint legal counsel to represent the board when it deems necessary.~~

ORDINANCE 3216

AN ORDINANCE REPEALING TITLE 15, CHAPTER 1, SECTION 020 OF THE OFFICIAL CODE OF THE CITY OF GREAT FALLS (OCCGF), PERTAINING TO THE GREAT FALLS DESIGN REVIEW BOARD.

* * * * *

WHEREAS, the City Commission established Title 17 of the OCCGF outlining provisions pertaining to, and known as, the Land Development Code; and

WHEREAS, the City Commission established OCCGF Title 17, Chapter 12, Article 3 establishing and regulating The Great Falls Design Review Board; and

WHEREAS, after numerous suspensions of the Design Review Board meetings and review requirements, the City Commission adopted Resolution 10336 dissolving the Design Review Board; and

WHEREAS, Resolution 10336 directed City Staff to present OCCGF amendments consistent with the intent of Resolution 10336; and

WHEREAS, OCCGF Title 15, Chapter 1, Section 020 provides requirements for Great Falls Design Review Board review of certain buildings and construction.

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

Section 1. OCCGF Title 15, Chapter 1, Section 020, is hereby repealed as depicted in Exhibit “A” attached hereto and by reference incorporated herein, with deleted language identified by ~~strike through~~ and inserted language **bolded**; and

Section 3. This ordinance shall be in full force and effect thirty (30) days after second reading and final adoption by the City Commission.

ACCEPTED by the City Commission of the City of Great Falls, Montana on first reading June 2, 2020.

ADOPTED by the City Commission of the City of Great Falls, Montana on second reading June 16, 2020.

Bob Kelly, Mayor

ATTEST:

(CITY SEAL)

Lisa Kunz, City Clerk

APPROVED FOR LEGAL CONTENT:

Sara R. Sexe, City Attorney

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

I, Lisa Kunz, City Clerk of the City of Great Falls, Montana, do certify that I did post as required by law and as prescribed and directed by the Commission, Ordinance 3216 on the Great Falls Civic Center posting board and the Great Falls City website.

Lisa Kunz, City Clerk

(CITY SEAL)

Exhibit "A"

Title 15 - BUILDINGS AND CONSTRUCTION

Chapter 1 CODE ADOPTION

15.1.020 Design Review Board.

Repealed.

~~The Official Code of the City of Great Falls (OCCGF) Title 17, Chapter 12, Article 3, establishes the Design Review Board and sets forth its purpose, authority, membership, and the process to review Board decisions. The Board will review and approve development proposals for new commercial and multifamily buildings of eight (8) units or more (excluding Planned Unit Developments and Townhouses).~~

~~(Ord. 3216, 2020; Ord. 3189, 2018; Ord. 2722, 1977).~~



Item: Ordinance 3219, “An Ordinance to Assist in Reducing or Eliminating Litigation Risk, to Title 15 Of The Official Code Of The City Of Great Falls (OCCGF), Pertaining To Buildings and Construction.”

From: Planning and Community Development and Legal Departments

Initiated By: Planning and Community Development and Legal Departments

Presented By: Craig Raymond, Planning and Community Development Director and Sara R. Saxe, City Attorney

Action Requested: Accept Ordinance 3219 on first reading and set public hearing for July 7, 2020.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (accept/not accept) Ordinance 3219, with Exhibit A, on first reading and set the public hearing for July 7, 2020.”

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

Background/Recommendation:

Numerous citizen complaints and lawsuits against residential builders, engineers, the City, and others, caused the Planning and Community Development Department, Building Safety Division to institute a policy in 2008 that required geo-technical analysis and foundation design recommendations in order to obtain permits to construct new residential dwellings within the city limits. Although the policy was not popular, permit applicants were able to provide the necessary test results along with recommendations and then permits were issued without undue hardship in most cases.

Even after the new testing policies were adopted, the development community has advised that it continues to experience costly litigation regarding foundations, other issues resulting from fatty or expansive clays, or other geo-technical issues, in soils throughout Great Falls. Some of the litigation involved cases where geo-technical analysis and reporting were provided, but the recommendations were not followed throughout construction. As a result, local engineering firms indicated to City staff that they were not willing to perform residential geo-technical sampling, analysis and foundation design recommendations, indicating that the costs of litigation outweigh the benefit of providing such reports. City staff members were advised that only one local engineering firm was willing to perform residential geo-technical tests or foundation design, but only if under contract to perform on-site engineering testing and inspection before foundations are poured.

In an attempt to facilitate residential development, City staff worked with the development community to locate and work with other engineering firms licensed in the State of Montana to perform this service. In this outreach, City staff located two firms willing to travel to Great Falls (located in Helena and Bozeman) for this service, but each firm had a work backlog of approximately eight months. Obviously, this has had an extraordinarily chilling effect on residential development within the city limits. In part because of these factors, the City is now seeing a significant reduction in residential single family dwelling permit applications and are receiving feedback that this condition is likely to continue or worsen unless alternative solutions can be found.

City staff then coordinated with local engineering firms to see if they would be willing to resume performing this service for residential development if the development community were required to evaluate and test building sites prior to permit issuance, and also to require on-site engineering inspection and testing before foundations were poured. Receiving a positive response from engineering firms, City staff formulated a new ordinance, which if adopted, would be incorporated into Title 15 of the Official Code of the City of Great Falls. If adopted, these new code provisions would, in part:

1. Provide special disclosures of Great Falls' unique soils conditions and assumption of owner responsibility;
2. Require Geologic Hazards Plans & Reports from qualified experts to identify geologic conditions on the property and any potential hazards to or from adjacent properties, determine acceptable level of risk, and identify mitigation measures if any are necessary;
3. Require on-site inspections from qualified experts; and
4. Increase residential design and permitting costs by an estimated \$1,500 to \$7,500 per single family dwelling depending on structure built and site conditions.

Staff believes that the proposed Ordinance 3219 may assist in reducing or eliminating litigation risk to the development community which had been present in prior years.

Other alternatives considered by Staff, but are not recommended, were:

1. Enacting Option 1 to Ordinance 3219, which provides the substantive notification of the risks attendant to various soils in the Great Falls area and places the burden on the permit applicant and owners to educate themselves and determine their appetite for undertaking the risk of building without geo-technical consideration; or
2. Amending the OCCGF to prohibit any or minimal residential development in areas known to have high-risk soil classifications or promoting and/or incentivizing development of residential subdivisions in areas shown to be suitable employing standard residential design and construction methods should be considered.

Ord. 3219 Exhibit A and Exhibit A, Option 1 are alternative documents illustrating the provisions that will be added to the current OCCGF Title 15.

Staff Recommendation: Staff recommends that the City Commission accept Ordinance 3219 on first reading and set the public hearing for July 7, 2020.

Attachments/Exhibits: Ordinance 3219 Exhibit A and Exhibit A, Option 1.

Concurrences:

Public Works

Planning and Community Development

ORDINANCE 3219

**AN ORDINANCE AMENDING TITLE 15, CHAPTERS 12 AND 13
OF THE OFFICIAL CODE OF THE CITY OF GREAT FALLS
(OCCGF) PERTAINING TO GEOLOGIC HAZARDS**

* * * * *

WHEREAS, the Planning and Community Development Department instituted a policy in 2008 that required geo-technical analysis and foundation design recommendations in order to obtain permits to construct new residential dwellings within the city limits; and

WHEREAS, even after the new testing policies were adopted, the development community has advised that it continues to experience costly litigation regarding foundations, other issues resulting from fatty or expansive clays, or other geo-technical issues, in soils throughout Great Falls; and

WHEREAS, local engineering firms indicated to City staff that they were not willing to perform residential geo-technical sampling, analysis and foundation design recommendations, indicating that the costs of litigation outweigh the benefit of providing such reports; and

WHEREAS, in an attempt to facilitate development, City staff worked with the development community to locate and work with other engineering firms licensed in the State of Montana to perform this service and determined that additional firms would be available to perform the service, with additional protections in the Official Code of the City of Great Falls (OCCGF); and

WHEREAS, based on the foregoing and to assist in reducing or eliminating litigation risks, City staff developed a new chapter for Title 15 of the OCCGF pertaining to Geologic Hazards.

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

Section 1. OCCGF Title 15, Chapters 12 and 13 are hereby amended as depicted by Exhibit "A" attached hereto and by reference incorporated herein, with deleted language identified by ~~strikeout~~ and inserted language **bolded**; and

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

ACCEPTED by the City Commission of the City of Great Falls, Montana on first reading June 16, 2020.

ADOPTED by the City Commission of the City of Great Falls, Montana on second reading July 7, 2020.

Bob Kelly, Mayor

ATTEST:

(CITY SEAL)

Lisa Kunz, City Clerk

APPROVED FOR LEGAL CONTENT:

Sara R. Sexe, City Attorney

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

I, Lisa Kunz, City Clerk of the City of Great Falls, Montana, do certify that I did post as required by law and as prescribed and directed by the Commission, Ordinance 3219 on the Great Falls Civic Center posting board and the Great Falls City website.

Lisa Kunz, City Clerk

(CITY SEAL)

Title 15 BUILDINGS AND CONSTRUCTION [11](#)

Chapter

Chapter 1 - CODE ADOPTION

Chapter 2 - MOBILE HOMES

Chapter 3 - INTERNATIONAL ENERGY CONSERVATION CODE

Chapter 4 - INTERNATIONAL EXISTING BUILDING CODE

Chapter 5 - MECHANICAL CODE

Chapter 6 - PLUMBING CODE

Chapter 7 - INTERNATIONAL FUEL GAS CODE

Chapter 8 - ELECTRICAL CODE

Chapter 9 - FIRE CODE

Chapter 10 - SCREENING

Chapter 11 - DESIGN PROFESSIONALS

Chapter 12 - ~~APPLICABILITY~~ **GEOLOGIC HAZARDS**

Chapter 13 – APPLICABILITY

Chapter 12 GEOLOGIC HAZARDS

Sections:

[15.12.010 Purpose and Intent.](#)

[15.12.020 Applicability and Exemptions.](#)

[15.12.030 Geologic Hazards Plan and Report.](#)

[15.12.040 Mitigation Measures.](#)

[15.12.050 Review Procedures.](#)

15.12.010 - Purpose and Intent.

1. Property within the City of Great Falls has areas that are susceptible to one or more geologic hazards occurring either on or affected by property which is proposed to be developed. A list of common geologic hazards found in Great Falls includes but is not limited to:
 - a. Expansive or unstable soils and/or rock;
 - b. Unstable or potentially unstable slopes;
 - c. Landslide or laterally unstable areas or potential landslide areas;
 - d. Flood inundation, debris flows, and debris fans;
 - e. Unstable fill;
 - f. Erosion and deposition areas, or highly erodible soils;
 - g. Rock fall;
 - h. Subsidence;
 - i. Shallow water tables;
 - j. Groundwater springs or seeps;
 - k. Flood-prone areas;
 - l. Collapsible soils;
 - m. Faults;
 - n. Upturned or steeply dipping bedrock;
 - o. Radon;
 - p. Problems caused by features or conditions on adjacent properties; and
 - q. Other general geologic or site problems.
2. Geologic hazards can be interrelated, and evaluation of geologic hazards requires comprehensive review and analysis. Development within the City of Great Falls should consider geologic hazards and consult maps or other information to conduct initial review of site hazards prior to site development.
3. Recognition of these hazards must be acknowledged by those intending to develop property within the City of Great Falls, in order to allow those

developing property to minimize losses due to geologic conditions in the City, and to:

- a. Protect human life, safety, and property;
- b. Minimize damage to private property;
- c. Minimize damage to public facilities, infrastructure, and utilities;
- d. Provide flexible approaches to evaluating geologic hazards risk;
- e. Reduce the amount of effort and expenditures associated with response, cleanup, and repair following a geologic hazard event;
- f. Educate the public about the potential risks associated with geologic hazards in Great Falls;
- g. Require applicants who desire to develop property in the City to evaluate, mitigate as necessary, and be responsible for geologic hazards related to the property to be developed; and
- h. Require applicants to comply with requirements in the International Building Code and International Residential Code as applicable.

15.12.020 - Applicability and Exemptions.

1. **Applicability of Geologic Hazards Plan and Report.** Unless exempted under this chapter, the geologic hazards standards in this section shall apply to any of the following activities or scenarios:
 - a. Any building permit or property improvement permit for construction of a new building with a building footprint of two hundred (200) square feet or larger and that is located on a permanent foundation;
 - b. Any application or development activity requiring a grading permit;
 - c. Any of the following development application types:
 - i. Major Development Plans, defined as, commercial development including
 - i. mineral extraction, waste development, any development with a disturbed area of 1 acre or more; and/or
 - ii. Major or Minor Subdivisions as defined in Chapter 8 of Title 17.
 - d. Any application for development or redevelopment on any property with slopes exceeding seventeen (17) percent within the limits of disturbance.
2. **The Planning and Community Development Director, may at the Director's discretion, have any geologic hazard evaluation reviewed by an independent qualified professional geologist or a qualified professional geotechnical engineer. This separate review shall supplement the Initial Site Evaluation, any Geologic Hazards Plan and Report, and the City's review, and will be considered by the City in making a final determination on the associated land developmental proposal. The cost of having an independent review and analysis of geological hazard evaluation reports shall be borne by the developer.**
3. **Exemptions from Geologic Hazards Plan and Report.**

- a. **The following types of development activities are exempt from Geologic Hazards Evaluation in this section:**
 - i. **Fences;**
 - ii. **Residential garages and carports;**
 - iii. **Lighting;**
 - iv. **Booms;**
 - v. **Poles;**
 - vi. **Monument and Free Standing Pole Signs unless specifically recommended by the design engineer;**
 - vii. **Decorations;**
 - viii. **Machinery or equipment;**
 - ix. **Decorative or perimeter walls that do not serve to retain soil, unless supporting a load or other weight surcharge;**
 - x. **Any replat of a previous subdivision in which no new structures or new building lots are being created and no new development is proposed; and/or**
 - xi. **Sites with existing studies or reports that are 10 years or older shall be subject to the procedure herein to determine whether the existing study or report is sufficient for the proposed development application, or if changes in conditions warrant a new evaluation.**
- b. **An exemption from these standards does not exempt the applicant from liability and responsibility to evaluate and mitigate known geologic hazards on a site.**

15.12.030 - Geologic Hazards Plan and Report.

1. **The purpose of the Geologic Hazards Plan and Report is to:**
 - a. **Identify the geologic hazards affecting the development site;**
 - b. **Assess proposed development that could pose a more significant geologic hazard impact;**
 - c. **Analyze potential geologic hazard impacts the proposed development could have on surrounding properties or public facilities;**
 - d. **Identify appropriate mitigation measures that shall be employed to reduce or avoid the identified hazards to acceptable levels so that development may proceed;**
 - e. **Require on-site monitoring and assessment by a qualified professional geologist or a qualified professional geotechnical engineer during the project;**
 - f. **Recommend areas that are not suitable for the proposed development or that pose unacceptable risks for development; and**
 - g. **Include the requirements or reporting pursuant to the International Building Code and International Residential Code, as applicable.**
2. **Geologic Hazards Analysis. A Geologic Hazards Plan and Report, when required, shall be prepared by a qualified professional geologist, qualified**

professional geotechnical engineer, or a qualified professional structural engineer. The Geologic Hazards Plan and Report shall address the topics listed in this subsection, where applicable. The level of detail and emphasis may vary due to specific geologic conditions or hazard risks of the site or the scale and type of proposed development activity.

a. General Project Description and Certification.

i. A project description shall be included that presents the overall proposed project details including the size and location of the project and the existing and proposed land uses.

ii. The qualified professional geologist or qualified professional geotechnical engineer preparing or certifying the Plan and Report shall apply their professional seal and sign the Plan and Report.

b. Conclusions and Recommendations. The Geologic Hazard Plan and Report shall address the following:

i. Whether the intended use of the land is compatible with any identified or potential geologic hazards or constraints;

ii. The development of mitigation procedures or design changes necessary to minimize or abate any hazardous condition, if such mitigation or design change is possible. Each hazardous condition requires a recommendation, which may be a recommendation that the conditions are too severe to warrant development;

iii. The long-term stability and safety of the proposed project. Discuss the critical planning and construction aspects of the development, including the suitability of using irrigated landscaping, the stability of earth materials, the appropriateness of the proposed grading plans, the need for selective location of project facilities, and the static and dynamic parameters for the design of structures; as applicable;

iv. Include the reporting requirements in the International Building Code and International Residential Code, as applicable;

v. Identify that qualified professional geologist, qualified professional geotechnical engineer, and/or qualified professional special inspector approved by the Building Official which will be on site, monitoring, and assessing development to ensure compliance with conclusions, recommendations and mitigation measures; and

vi. Clearly state the geologic basis for all conclusions.

15.12.040 - Mitigation Measures.

In cases where geologic hazards are identified, appropriate mitigation measures shall be required in conjunction with the approval of the project, if approval is recommended. Such mitigation measures may include, but not limited to:

- 1. Changes to the proposed land use configuration;**
- 2. Changes to the location of proposed structures;**
- 3. Modification of land use types;**
- 4. Modification of lot boundaries or building envelopes;**
- 5. Special foundation designs and/or over-excavation;**
- 6. Mitigation of rock fall and/or debris flow;**
- 7. Grading, drainage, and erosion controls;**
- 8. Geotechnical engineering solutions; and**
- 9. Limitations on irrigated landscapes.**
- 10. Recommend areas that are not suitable for the proposed development or that pose unacceptable risks for development**

15.12.050 - Review Procedures.

- 1. The Geologic Hazard Plan and Report shall be reviewed by the Planning and Community Director and/or City Engineer or their designee as part of the review of the land development application. The City's review shall determine whether the findings, conclusions, and recommendations of the Geologic Hazard Plan and Report have been incorporated into the design of the Major or Minor Development Plan, Subdivision Plat, Drainage and Erosion Control Plan, Grading Plan, and public improvement construction drawings, or other required documents. If the city review determines that the submitted study is incomplete or fails to comply with the standards and requirements set forth in this section, the Planning and Community Development Director may require new or supplemental information.**
- 2. Recommendations of the Geologic Hazards Plan and Report shall be incorporated, as applicable, into the approval of the Major or Minor Development Plan, Subdivision Plat, Drainage and Erosion Control Plan, Grading Plan, public improvement construction drawings, and building construction plans.**
- 3. The qualified professional geologist, qualified professional geotechnical engineer, or qualified professional structural engineer preparing or certifying the Plan and Report shall review any on-site monitoring reports of the development to ensure compliance with the mitigation measures set forth in the Geologic Hazard Plan and Report.**

4. Before permanent foundation structures are placed in the development, the qualified professional engineer which prepared the Geologic Hazards Plan and Report must provide the Planning and Community Development Director with a letter of compliance with the Geologic Hazards Plan and Report and mitigation procedures.
5. Applicants who intend to develop property within the City of Great Falls assume liability and responsibility to evaluate for, and mitigate known, geologic hazards on their proposed development sites.
6. The assumption of liability in this Chapter shall be placed on development permit applications, permits, certificates of occupancy and other documents associated with the development, as determined by the Director of Planning and Community Development.

(Ord. 3219, 2020)

Chapter 15.4213 APPLICABILITY

Sections:

[15.4213.010 Applicability.](#)

[15.4213.020 Appeals.](#)

15.4213.010 Applicability.

OCCGF Title 15 is applicable to all buildings within the incorporated City limits of Great Falls, including but not limited to:

- A. Residential buildings, containing less than four (4) dwelling units or their attached-to structures;
- B. Any farm or ranch building; and
- C. Any private garage or private storage structure used only for the owner's own use as provided by Mont. Code Ann. § 50-60-102(1)(a).

(Ord. 3219, 2020; Ord. 3189, 2018).

15.4213.020 Appeals.

Appeals may be filed to any order, requirement, permit decision, refusal or determination of the Building Official or designee in accordance with OCCGF Title 17, Chapter 12, Article 5.

(Ord. 3219, 2020; Ord. 3189, 2018).

Title 15 BUILDINGS AND CONSTRUCTION [11](#)

Chapter

Chapter 1 - CODE ADOPTION

Chapter 2 - MOBILE HOMES

Chapter 3 - INTERNATIONAL ENERGY CONSERVATION CODE

Chapter 4 - INTERNATIONAL EXISTING BUILDING CODE

Chapter 5 - MECHANICAL CODE

Chapter 6 - PLUMBING CODE

Chapter 7 - INTERNATIONAL FUEL GAS CODE

Chapter 8 - ELECTRICAL CODE

Chapter 9 - FIRE CODE

Chapter 10 - SCREENING

Chapter 11 - DESIGN PROFESSIONALS

Chapter 12 - ~~APPLICABILITY~~ **GEOLOGIC HAZARDS**

Chapter 13 – APPLICABILITY

Chapter 12 GEOLOGIC HAZARDS

Sections:

[15.12.010 Purpose and Intent.](#)

15.12.010 - Purpose and Intent.

1. **Property within the City of Great Falls has areas that are susceptible to one or more geologic hazards occurring either on or affected by property which is proposed to be developed. A list of common geologic hazards found in Great Falls includes but is not limited to:**
 - a. **Expansive or unstable soils and/or rock;**
 - b. **Unstable or potentially unstable slopes;**
 - c. **Landslide or laterally unstable areas or potential landslide areas;**
 - d. **Flood inundation, debris flows, and debris fans;**
 - e. **Unstable fill;**
 - f. **Erosion and deposition areas, or highly erodible soils;**
 - g. **Rock fall;**
 - h. **Subsidence;**
 - i. **Shallow water tables;**
 - j. **Groundwater springs or seeps;**
 - k. **Flood-prone areas;**
 - l. **Collapsible soils;**
 - m. **Faults;**
 - n. **Upturned or steeply dipping bedrock;**
 - o. **Radon;**
 - p. **Problems caused by features or conditions on adjacent properties; and**
 - q. **Other general geologic or site problems.**
2. **Geologic hazards can be interrelated, and evaluation of geologic hazards requires comprehensive review and analysis. Development within the City of Great Falls should consider geologic hazards and consult maps or other information to conduct initial review of site hazards prior to site development.**
3. **Recognition of these hazards must be acknowledged by those intending to develop property within the City of Great Falls, in order to allow those developing property to minimize losses due to geologic conditions in the City, and to:**
 - a. **Protect human life, safety, and property;**
 - b. **Minimize damage to private property;**

- c. **Minimize damage to public facilities, infrastructure, and utilities;**
 - d. **Provide flexible approaches to evaluating geologic hazards risk;**
 - e. **Reduce the amount of effort and expenditures associated with response, cleanup, and repair following a geologic hazard event;**
 - f. **Educate the public about the potential risks associated with geologic hazards in Great Falls;**
 - g. **Require applicants who desire to develop property in the City to evaluate, mitigate as necessary, and be responsible for geologic hazards related to the property to be developed; and**
 - h. **Require applicants to comply with requirements in the International Building Code and International Residential Code as applicable.**
4. **Applicants who intend to develop property within the City of Great Falls assume liability and responsibility to evaluate for, and mitigate known, geologic hazards on their proposed development sites.**
 5. **The assumption of liability in this Chapter shall be placed on development permit applications, permits, certificates of occupancy and other documents associated with the development, as determined by the Director of Planning and Community Development.**

(Ord. 3219, 2020)

Chapter 15.4213 APPLICABILITY

Sections:

[15.4213.010 Applicability.](#)

[15.4213.020 Appeals.](#)

15.4213.010 Applicability.

OCCGF Title 15 is applicable to all buildings within the incorporated City limits of Great Falls, including but not limited to:

- A. Residential buildings, containing less than four (4) dwelling units or their attached-to structures;
- B. Any farm or ranch building; and
- C. Any private garage or private storage structure used only for the owner's own use as provided by Mont. Code Ann. § 50-60-102(1)(a).

(Ord. 3219, 2020; Ord. 3189, 2018).

Title 15 BUILDINGS AND CONSTRUCTION

15.4213.020 Appeals.

Appeals may be filed to any order, requirement, permit decision, refusal or determination of the Building Official or designee in accordance with OCCGF Title 17, Chapter 12, Article 5.

(Ord. 3219, 2020; Ord. 3189, 2018).



Item: Resolution 10349, A Resolution to Amend Resolution 10299, Extending the Effective Period Thereof in which to complete the nuisance abatement of Certain Property located at 520 8th Avenue South.

From: Craig Raymond, Director, Planning and Community Development

Initiated By: Heather Rohlf, Code Enforcement Officer

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

Action Requested: Adopt Resolution 10349.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (adopt/deny) Resolution 10349.”

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

Staff Recommendation: Staff recommends that the City Commission adopt Resolution 10349 and approve a second extension to complete nuisance abatement for the property located at 520 8th Avenue South to July 2, 2021.

Background and Summary: On January 2, 2019, the City Commission adopted Resolution 10274 declaring the property located at 520 8th Avenue South to be a Nuisance, pursuant to the Official Code of the City of Great Falls (OCCGF) Title 8, Chapter 49. Resolution 10274 also ordered the Nuisance to be abated and authorized staff to force abatement if necessary. On July 2, 2019, the City Commission adopted Resolution 10299 extending the effective period for nuisance abatement to July 2, 2020.

With Resolution 10349, staff is requesting a second extension until July 2, 2021 to complete the ordered abatement on the property. This extension is being requested due to legal proceedings that were brought forth by the City against the property owner. As a result of these proceedings, more time is needed for the contractor hired by the City to complete the abatement.

Fiscal Impact: There will be no impact if the Resolution under consideration is adopted. If the Resolution is not adopted, the City may be required to undertake further abatement proceedings. The total cost of the abatement is expected to be less than \$20,000. The cost of abatement will be recouped through an assessment on the subject property. The continued presence of the property’s nuisance condition propagates slum and blight, thereby decreasing surrounding property values.

Alternatives: The Commission could deny Resolution 10349. If the City Commission denies Resolution 10349, the Nuisance will not be abated for the foreseeable future.

Concurrences: Staff has worked closely with the Legal Department on the nuisance abatement case. Legal staff concurs with the requested time extension.

Attachments/Exhibits:

Resolution 10349

Resolution 10299

Resolution 10274

RESOLUTION 10349

**A RESOLUTION TO AMEND RESOLUTION 10299,
EXTENDING THE EFFECTIVE PERIOD THEREOF IN
WHICH TO COMPLETE THE NUISANCE ABATEMENT OF
CERTAIN PROPERTY LOCATED AT 520 8TH AVENUE
SOUTH.**

WHEREAS, the City Commission adopted Resolution 10274 on January 2, 2019; and

WHEREAS, Resolution 10274 declared certain property located at 520 8th Avenue South, Lot 6, Block 499, Great Falls Original, Cascade County, Montana, a Nuisance pursuant to the Official Code of the City of Great Falls Title 8, Chapter 49, ordered the Nuisance abated, and authorized staff to force abatement if necessary; and

WHEREAS, Michael & Gail J Brainard and Garry F Guidotti, property owners, did not complete abatement as set forth in paragraph 2 of Resolution 10274; and

WHEREAS, the City Commission adopted Resolution 10299 on July 2, 2019, amending paragraph 4 of Resolution 10274, and extended the effective period to July 2, 2020; and

WHEREAS, due to legal proceedings brought forth by the City against the property owner as well as the need to allow additional time for the contractor hired by the City to complete the abatement, staff is requesting a second extension until July 2, 2021, to cure the nuisance.

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

1. The effective period set forth in Resolution 10299, as set forth in paragraph 4, is hereby extended to July 2, 2021; and
2. All other provisions of Resolutions 10274 and 10299 remain unchanged and in effect.

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

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on June 16, 2020.

Bob Kelly, Mayor

ATTEST:

Lisa Kunz, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

Sara R. Sexe, City Attorney

RESOLUTION 10299

A RESOLUTION TO AMEND RESOLUTION 10274, EXTENDING THE EFFECTIVE PERIOD THEREOF IN WHICH TO COMPLETE THE NUISANCE ABATEMENT OF CERTAIN PROPERTY LOCATED AT 520 8TH AVENUE SOUTH.

WHEREAS, the City Commission adopted Resolution 10274 on January 2, 2019; and

WHEREAS, Resolution 10274 declared certain property located at 520 8th Avenue South, Lot 6, Block 499, Great Falls Original, Cascade County, Montana, a Nuisance pursuant to the Official Code of the City of Great Falls Title 8, Chapter 49, ordered the Nuisance abated, and authorized staff to force abatement if necessary; and

WHEREAS, Michael & Gail J Brainard and Garry F Guidotti, property owners, did not complete abatement as set forth in paragraph 2 of Resolution 10274; and

WHEREAS, said forceable nuisance abatement process continues. However, due to inclement weather making it difficult to complete certain work, and allowing time for a contractor hired by the City to complete the abatement, staff is requesting an extension until July 2, 2020, to cure the nuisance.

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

1. The effective period set forth in Resolution 10274, as set forth in paragraph 4, is hereby extended to July 2, 2020; and
2. All other provisions of Resolution 10274 remain unchanged and in effect.

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

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on July 2, 2019.

Bob Kelly, Mayor

ATTEST:

Lisa Kunz, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

Sara R. Sexe, City Attorney

RESOLUTION 10274

A RESOLUTION DECLARING CERTAIN PROPERTY LOCATED AT 520 8TH AVENUE SOUTH, LOT 6 BLOCK 499, GREAT FALLS ORIGINAL, CASCADE COUNTY, MONTANA, A NUISANCE, ORDER THE NUISANCE BE ABATED AND AUTHORIZE CITY STAFF TO FORCE ABATEMENT IF NECESSARY.

WHEREAS, William & Gail J Brainard and Garry F Guidotti, (hereinafter “property owners”), owners of the real property and structures located at 520 8th Ave S, Lot 6 Block 499, Great Falls Original, Cascade County, Montana, and within the incorporated boundaries of the City of Great Falls, were given notice pursuant to the Official Code of the City of Great Falls (OCCGF) Section 8.49.040, of a hearing before the City Commission on January 2, 2019, wherein said property owners were informed the City Commission would proceed to hear the testimony of City personnel and the testimony of any other interested party, who may be present, and desire to testify respecting the condition of the property; and

WHEREAS, said property owners were informed that the City Commission upon the conclusion of the hearing, would by resolution, declare its findings, and may declare the property to be a Nuisance, and direct the owners to physically commence abatement of the Nuisance within ten (10) days, and to complete said abatement within thirty (30) days, by having the property repaired, demolished, removed or other appropriate act necessary to cure the Nuisance; and

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

WHEREAS, the City Commission has conducted the hearing on January 2, 2019, regarding the property pursuant to OCCGF Section 8.49.050, hearing the testimony of the City personnel and the testimony of any other interested party, who was present, and desired to testify respecting the condition of the property, removal or other appropriate action.

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

1. Staff and other interested parties having presented evidence of the condition of the subject property, and having described the condition of the subject property, the City Commission does hereby find the same to be a Nuisance pursuant to OCCGF Section 8.49.040, and hereby directs the owner(s) to commence abatement within ten (10) days of the date of this resolution to the satisfaction of the Great Falls Planning and Community Development Director, pursuant to OCCGF Section 8.49.050.

2. It is further ordered that, abatement, to the satisfaction of the Great Falls Planning and Community Development Director, be completed within thirty (30) days of the date of this resolution, pursuant to OCCGF Section 8.49.050.
3. It is further ordered that, if the owner fails to abate said Nuisance as ordered and within the time allowed, the City Staff is directed to take any and all steps necessary to abate the Nuisance with all expenses to be collected as a special assessment against the property.
4. This Resolution shall be in effect for a six (6) month period from the date below.
5. City staff shall serve the said property owners with a copy of this resolution by certified mail, postage prepaid, and return receipt requested, as required by Section 8.49.050, OCCGF.

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

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on January 2, 2019.

Bob Kelly, Mayor

ATTEST:

Lisa Kunz, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

Joseph Cik, Assistant City Attorney