



City Commission Meeting Agenda
2 Park Drive South, Great Falls, MT
Virtual Meeting by Zoom
September 07, 2021
7:00 PM

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

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

To attend and participate in the virtual meeting utilizing Zoom, attendees must register in advance for the Commission Meeting at: https://us02web.zoom.us/webinar/register/WN_9EJWOyOXSkOLReah2hkALg. For all other Participation options, Please see **Public Participation Guide for City Commission Meetings**.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL / STAFF INTRODUCTIONS

AGENDA APPROVAL

CONFLICT DISCLOSURE / EX PARTE COMMUNICATIONS

PROCLAMATIONS

Direct Support Professional Week, Good Neighbor Day and Constitution Week

PRESENTATION

1. Resolution 10432, Renaming The Historic Tenth Street Bridge To The “Arlyne Reichert Community Heritage Bridge”. *Action: Adopt or deny Res. 10432. (Presented by Commissioner Moe)*

MILITARY UPDATES

2. Miscellaneous reports and announcements from Malmstrom Air Force Base.

PETITIONS AND COMMUNICATIONS

3. Miscellaneous reports and announcements.

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

NEIGHBORHOOD COUNCILS

4. Miscellaneous reports and announcements from Neighborhood Councils.

BOARDS AND COMMISSIONS

5. Miscellaneous reports and announcements from Boards and Commissions.

CITY MANAGER

6. Miscellaneous reports and announcements from City Manager.

CONSENT AGENDA

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

- [7.](#) Minutes, August 17, 2021, Commission Meeting.
- [8.](#) Total Expenditures of \$4,223,337 for the period of July 31, 2021 through August 25, 2021, to include claims over \$25,000, in the amount of \$3,534,566.
- [9.](#) Contracts List.
- [10.](#) Grants List.
- [11.](#) Approve the 2021-2022 School Resource Officer (SRO) Agreement between the City of Great Falls and the Great Falls Public Schools District.
- [12.](#) Approve the Memorandum of Agreement (MOA) with the Montana Department of Transportation (MDT) for the 9th Street NW from Central Avenue to NW Bypass and Watson Coulee Road from Vaughn Road to NW Bypass Road Improvements.
- [13.](#) Approve the 2020/2021 CDBG Funding Agreement in the amount of \$200,000 to the Great Falls Housing Authority for the replacement of roofs at Sunrise Court.
- [14.](#) Set a public hearing for September 21, 2021 on Resolution 10427, Establishing Fees for the Planning and Community Development Engineering Division.
- [15.](#) Set a public hearing for September 21, 2021 on Resolution 10431, Establishing Fees for the City of Great Falls Engineering Division of the Public Works Department.

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

PUBLIC HEARINGS

- [16.](#) Ordinance 3232, OCCGF Title 17, Chapter 20 Garage and Accessory Structures Amendments. *Action: Conduct a public hearing and adopt or deny Ord.3232. (Presented by Craig Raymond)*
- [17.](#) Ordinance 3230, Amending Title 10 of the Official Code of the City of Great Falls (OCCGF) to Prohibit the Long-Term Parking and/or Storage of Recreational Vehicles, Utility Trailers or Vessels in Residential Districts. *Action: Conduct a public hearing and adopt or deny Ord. 3230. (Presented by Jeff Hindoien)*

OLD BUSINESS

NEW BUSINESS

- [18.](#) Water Treatment Plant (WTP) Solids Mitigation and Traveling Screen Replacement Project. *Action: Approve or not approve a Professional Services Agreement in the amount of \$797,274*

to Advanced Engineering and Environmental Services, Inc. (AE2S) and authorize the City Manager to execute the agreement documents. (Presented by Paul Skubinna)

ORDINANCES / RESOLUTIONS

19. Resolution 10430, Dedicate a Portion of Block 11, Country Club Addition, as Public Right-of-Way, in Accordance with Section 7-3-4446, MCA. *Action: Adopt or deny Res. 10430. (Presented by Craig Raymond)*

CITY COMMISSION

20. Appointments, Great Falls Citizen's Council

21. Miscellaneous reports and announcements from the City Commission.

22. Commission Initiatives.

ADJOURNMENT

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



Commission Meeting Date: September 7, 2021

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Resolution 10432, “A Resolution By The City Commission Of The City Of Great Falls, Montana, Renaming The Historic Tenth Street Bridge To The “Arlyne Reichert Community Heritage Bridge”

From: Commissioner Mary Moe

Initiated By: Commissioner Mary Moe

Presented By: Commissioner Mary Moe

Action Requested: Adopt Resolution No. 10432.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (adopt / not adopt) Resolution 10432.”
 2. Mayor requests a second to the motion, public comment, Commission discussion, and calls for the vote.
-

Staff Recommendation: Staff recommends that the Commission adopt Resolution 10432.

Background:

The Tenth Street Bridge is owned by the City of Great Falls. It was transferred to the City by the Montana Department of Highways on April 24, 1998. The deed transfer of the Tenth Street Bridge was executed as a result of City Commission approval of two agreements on January 20, 1998. The first agreement was between the City of Great Falls and the Montana Department of Transportation to convey ownership and responsibility for the Bridge. The second agreement approved by the Commission involved Preservation Cascade, Inc., the National Trust for Historic Preservation, and the City of Great Falls. This agreement provided for the public/private partnership to preserve the bridge.

The Tenth Street Bridge was originally promoted by Paris Gibson, designed by engineer Ralph Adams and architect George Shanley, completed in 1920, and today is the oldest and longest open-spandrel ribbed-arch concrete bridge in Montana. The bridge represents the unique beauty of our city’s early transportation history, combining skillful engineering with graceful elegance to complement our city’s most significant natural resource—the Missouri River.

Arlyne Reichert, upon hearing of plans to demolish the bridge nearly three decades ago, has devoted her considerable energies and talents ever since to restoring and preserving it for posterity. Ms. Reichert, by co-founding and inspiring Preservation Cascade, Inc., has succeeded in not only saving the bridge and

raising over \$1 million to restore it, but also securing its rightful place on the National Register of Historic Places and its integration into the River's Edge Trail.

Arlyne Reichert's efforts to honor the City's heritage by preserving the Tenth Street Bridge is only the most recent and sustained effort of a lifetime of public service that includes:

- Serving as a delegate to the 1972 convention that gave Montanans a constitution without parallel, especially in its recognition of the right of all citizens to know about, observe, and participate in the decisions of their government; as well as
- Serving as a Cascade County Study Commissioner, a Montana state legislator, a trustee on the Great Falls Public Library Board, a founder and president of the Great Falls Chapter of the American Cancer Society, an officer for the Great Falls Public Radio Association, a president of the Great Falls Chapter of the Montana Rhodes Scholarship Committee; a chair of the National Civic League; a member of the Montana Comprehensive Health Council of the U.S. Civil Rights Commission; and a member of the advisory committee responsible for the magnificent restoration of Montana's state capitol; and

Thanks to the work inspired and led by Arlyne Reichert, the Tenth Street Bridge recently entered its second century distinguishing the landscape of this community, reminding all of us of the aspirations of a bygone era and giving each of us a beautiful way to remember people and times gone by.

On April 6, 2021, the City Commission approved an Exchange Agreement with Independence Bank, whereby property owned by the Bank along the south edge of the Missouri River adjacent to the Tenth Street Bridge would be subdivided and exchanged for City of Great Falls vacant property along River Drive. By exchanging these properties, the City would have additional river frontage to connect the River's Edge Trail to the bridge. This exchange is in process, pending clarification of the title to the property that the City would be receiving.

Fiscal Impact: The adoption of the proposed Resolution does not have significant fiscal impact, other than potential signage costs.

Attachments/Exhibits: Resolution 10432

RESOLUTION NO. 10432

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, RENAMING THE HISTORIC TENTH STREET BRIDGE TO THE “ARLYNE REICHERT COMMUNITY HERITAGE BRIDGE”

WHEREAS, the Tenth Street Bridge was originally promoted by Paris Gibson, designed by engineer Ralph Adams and architect George Shanley, completed in 1920, and today is the oldest and longest open-spandrel ribbed-arch concrete bridge in Montana; and

WHEREAS, the bridge represents the unique beauty of our city’s early transportation history, combining skillful engineering with graceful elegance to complement our city’s most significant natural resource—the Missouri River; and

WHEREAS, Arlyne Reichert, upon hearing of plans to demolish the bridge nearly three decades ago, has devoted her considerable energies and talents ever since to restoring and preserving it for posterity; and

WHEREAS, Arlyne Reichert, by co-founding and inspiring Preservation Cascade, Inc., has succeeded in not only saving the bridge and raising over \$1 million to restore it, but also securing its rightful place on the National Register of Historic Places and its integration into the River’s Edge Trail; and

WHEREAS, the work of Arlyne Reichert to honor our heritage by preserving the Tenth Street Bridge is only the most recent and sustained effort of a lifetime of public service that includes:

- Serving as a delegate to the 1972 convention that gave Montanans a constitution without parallel, especially in its recognition of the right of all citizens to know about, observe, and participate in the decisions of their government; as well as
- Serving as a Cascade County Study Commissioner, a Montana state legislator, a trustee on the Great Falls Public Library Board, a founder and president of the Great Falls Chapter of the American Cancer Society, an officer for the Great Falls Public Radio Association, a president of the Great Falls Chapter of the Montana Rhodes Scholarship Committee; a chair of the National Civic League; a member of the Montana Comprehensive Health Council of the U.S. Civil Rights Commission; and a member of the advisory committee responsible for the magnificent restoration of Montana’s state capitol; and

WHEREAS, thanks to the work inspired and led by Arlyne Reichert, the Tenth Street Bridge recently entered its second century distinguishing the landscape of this community, reminding all of us of the aspirations of a bygone era and giving each of us a beautiful way to remember people and times gone by.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, that the historic Tenth Street Bridge be renamed “The Arlyne Reichert Community Heritage Bridge,” mindful of the lesson both “the Bridge Lady” and the bridge she saved teaches: Caringly tended to, age only enhances innate grace, elegance, and beauty; and the vicissitudes of long and dedicated service add the strength of character and distinguished bearing only the time-tested acquire.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, September 7, 2021.

Bob Kelly, Mayor

ATTEST:

Lisa Kunz, City Clerk

(CITY SEAL)

APPROVED FOR LEGAL CONTENT:

Sara Sexe, City Attorney

JOURNAL OF COMMISSION PROCEEDINGS
August 17, 2021

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, Mary Sheehy Moe and Rick Tryon. Commissioner Tracy Houck participated electronically via Skype. Commissioner Owen Robinson was excused. Also present were: City Manager Greg Doyon; Deputy City Clerk Darcy Dea; Finance Director Melissa Kinzler; Park and Recreation Director Steve Herrig; Planning and Community Development Director Craig Raymond; Public Works Director Paul Skubinna; Mansfield Center for the Performing Arts Manager Owen Grubenhoff; Deputy City Attorney Jeff Hindoi; and, Police Chief Jeff Newton.

Public participation is welcome as follows:

- Attend in person. Please refrain from attending in person if you are not feeling well.
- Provide public comments via email. Comments may be sent via email before 12:00 PM on Tuesday, August 17, 2021, 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. 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. This is a pilot service to test the feasibility of expanded public participation by phone. 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 cable channel 190, or online at <https://greatfallsmt.net/livestream>.

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

Manager Doyon mentioned that there have been issues with the phone system and that the IT Department will be rebooting the phone system tonight at 9:30 p.m.

CONFLICT DISCLOSURE/EX PARTE COMMUNICATIONS: None.

PETITIONS AND COMMUNICATIONS

1. Written communication in opposition to National Heritage Area (NHA) was received via 8/17/2021 email from Misty Davey.

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Shelli Davidson, 104 Calvert Road, expressed concern about property owners not being notified about the Big Sky Country National Heritage Area (BSCNHA). She expressed concern that National Heritage Areas are not financially self-sufficient, will increase property taxes and cause an increase of invasive weeds on landowners' properties from an increase in tourism. She urged the Commission to oppose the BSCNHA.

Brett Doney, Great Falls Development Authority (GFDA), commented that the pandemic has had a global impact on the economy and GFDA has commissioned consultants to develop a regional economic comprehensive plan. He extended an invitation to the City Commission and community to participate in meetings the week of September 12 and October 11, 2021.

NEIGHBORHOOD COUNCILS

2. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

None.

BOARDS AND COMMISSIONS

3. APPOINTMENT AND REAPPOINTMENTS TO THE BOARD OF ADJUSTMENT/APEALS.

Commissioner Tryon moved, seconded by Commissioner Moe, that the City Commission appoint Antoinette Collins to a partial three-year term through September 30, 2023 and reappoint Joe McMillen and Aspen Northerner to the Board of Adjustment/Appeals for three-year terms through September 30, 2024.

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

Motion carried 4-0.

4. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

None.

CITY MANAGER

5. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

City Manager Greg Doyon updated the Commission on the following:

Aim High Big Sky Recreation Center (OF 1770): The scope of the project, local economy (tax base), finances, operations, COVID-19, ARPA funding, CARES Act, cybersecurity and environmental issues were evaluated by a bond rating agency prior to providing a bond rating with regard to financing the Recreation Center.

The Board of Environmental Review approved a Joint Stipulation Agreement to dismiss a final permit with regard to a 2019 Wastewater Permit Appeal. The outcome has saved millions of

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dollars because of the projected cost for upgrades to enhance and add treatment for pollutants. Currently, pollutants do not exist in the effluent and are not discharged in amounts that have a negative effect on water quality or aquatic life. He expressed appreciation to the Public Works Department for its efforts working through a complex permit process.

Great Falls Fire Rescue (GFFR) will hold a promotional ceremony on August 24, 2021 for Jeremy Virts, promoted to Deputy Chief of EMS; Katie Brewer, hired as Community Risk Reduction Manager; Spencer Hart, Chaplain; Tyler Loney, promoted to Captain; Shaun Opp, promoted to Lieutenant; Eric Fowell, promoted to Lieutenant; Tom Zaremski and Tim Harris, hired as Deputy Fire Marshals; and, four new probationary firefighters starting Recruit Training Academy. GFFR provides education and information about department services and public safety on KMON radio every Tuesday.

Guns N' Hoses is an event supporting the Great Falls Fire and Police Foundations. The softball game will happen on August 29, 2021, after the Voyagers game.

Starting the week of August 23, 2021, the Great Falls Public Library will be returning to hours of operation prior to COVID-19 and full details are available on the City's website.

Commissioner Tryon requested a progress report on the sprinkler system replacement at Roosevelt Park.

Park and Recreation Director Steve Herrig responded that there were issues with the waterline; however, the system should be complete within the next few weeks.

CONSENT AGENDA.

6. Minutes, August 3, 2021, City Commission Meeting.
7. Total Expenditures of \$2,168,536 for the period of July 17, 2021 through August 4, 2021, to include claims over \$25,000, in the amount of \$1,189,745.
8. Contracts List.
9. Grants List.
10. Approve the purchase of water meter equipment for the 2022 Fiscal Year from Ferguson Enterprises, Inc. in an amount not to exceed \$230,000.
11. Approve a final payment for the Fox Farm 20-inch and Southwest Side Water Main Replacements to United Materials of Great Falls, Inc. in the amount of \$24,132.09, and \$243.76 to the State Miscellaneous Tax Fund and authorize the City Manager to make the payments. **OF 1494.9**

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12. Approve a final payment for the Lower Northside Water Main Replacement and Street Reconstruction to United Materials of Great Falls, Inc., in the amount of \$114,764.52, and \$1,159.24 to the State Miscellaneous Tax Fund and authorize the City Manager to make the payments. **OF 1467**
13. Approve Change Order No. 1 in the amount of \$32,056.00 and the Final Payment for the Historic Preservation of the 10th Street Bridge, Ph. 3 in the amount of \$36,723.07 to Dave Kuglin Construction and \$370.94 to the State Miscellaneous Tax Fund and authorize the City Manager to execute the necessary documents and to make the payments. **OF 1709.1**

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

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

Mayor Kelly noted that final project cost for Item # 11 is approximately \$59,000 less than the total contract amount and Item #12 is approximately \$162,000 less.

Mayor Kelly called for the vote.

Motion carried 4-0.

PUBLIC HEARINGS

14. **Annexation of property addressed as 2249 Upper River Road and establishment of R-2 Single-family Medium Density zoning as requested by property owner Bryan Hicks.**

I. Resolution 10422, to annex Tract No. 2 of COS 2660 and the adjoining right-of-way of Upper River Road from the west property line of Tract No. 2 to the existing City limit boundary to the southeast as legally described in the Staff Report, the Annexation Agreement, and the accompanying Findings of Fact, subject to the Conditions of Approval being fulfilled by the applicant.

II. Ordinance 3231, to assign R-2 Single-family Medium Density zoning for Tract No. 2 of COS 2660 as legally described in the Staff Report and the accompanying Findings of Fact, subject to the Conditions of Approval being fulfilled by the applicant.

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

Planning and Community Development Director Craig Raymond reported that the owner of the property addressed as 2249 Upper River Road submitted an annexation by petition application on April 21, 2021 for the purpose of connecting his existing single-family residence to City water and sewer utilities. In keeping with the predominant uses and zoning classifications of surrounding property, the applicant has requested R-2 Single-family Medium Density zoning

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for the property. This property is located in Phase 5 of the Upper/Lower River Road Water and Sewer District. This is one of five Service Districts created to improve water quality, resolve public health issues, remove sources of groundwater contamination in the area, and improve the tax base of the community. Previously, Service Districts 1, 2, most of 3, and 4 were wholly annexed into the City. District 5 is next in line to be annexed at an undetermined date. Although the District received funding and installed water and sewer mains within the Phase 5 area, the City has not received enough petitions to move forward with a district annexation. Instead, individual property owners have petitioned for annexation over the last several years.

Aside from the relationship with the Upper Lower River Road Water and Sewer District (ULRRWSD), there is nothing uniquely challenging or problematic with the proposed annexation and connection to City utilities. The subject property is located adjacent to Neighborhood Council #6. Staff attended the May 5, 2021 council meeting to present and answer questions about the ULRRWSD. NC #6 Council members decided to break for summer and forgo a formal vote on the project as they saw it unnecessary after questions had been answered and no issues were raised specific to this request.

At the conclusion of a public hearing held on June 22, 2021, the Zoning Commission recommended the City Commission approve the establishment of R-2 zoning of the subject property upon annexation.

Mayor Kelly asked if the applicant had any comments.

Bryan Hicks, Applicant, commented that he looks forward to moving forward and being able to connect his residence to City water and sewer utilities.

Mayor Kelly asked if the Commission members had any questions or if there were any comments from the public in support of or opposition to Resolution 10422 and Ordinance 3231.

No one spoke in support of or opposition to Resolution 10422 and Ordinance 3231.

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

Commissioner Moe moved, seconded by Commissioner Tryon, that the City Commission adopt Resolution 10422 to annex Tract No. 2 of COS 2660 and the adjoining right-of-way of Upper River Road from the west property line of Tract No. 2 to the existing City limit boundary to the southeast as legally described in the staff report, the Annexation Agreement, and the accompanying Findings of Fact, subject to the Conditions of Approval being fulfilled by the applicant.

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

Motion carried 4-0.

Commissioner Moe moved, seconded by Commissioner Tryon, that the City Commission adopt Ordinance 3231 to assign R-2 Single-Family Medium Density zoning for Tract No. 2

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of COS 2660 as legally described in the staff report and the accompanying Findings of Fact, subject to the Conditions of Approval being fulfilled by the applicant.

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

Motion carried 4-0.

15. RESOLUTION 10423, TO APPROVE A CONDITIONAL USE PERMIT TO ALLOW A “VEHICULAR SERVICES” LAND USE IN THE C-1 NEIGHBORHOOD COMMERCIAL ZONING DISTRICT UPON THE PROPERTY ADDRESSED AS 620 57TH STREET SOUTH.

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

Planning and Community Development Director Craig Raymond reported that the applicant, Set Five LLC, submitted an application requesting a Conditional Use Permit to allow a “Vehicular services” land use in the C-1 Neighborhood Commercial zoning district for the property located at 620 57th Street South. The subject property is currently being used as a gas station that was developed around the 1960’s. The applicant intends to remove all existing features of the gas station and develop a car wash containing three self-wash bays, one auto wash bay, and a potential dog washing station. The applicant also has interest in developing dedicated space for a future on-site electric car charging station. The applicant has stated the redevelopment is in response to changing economics due to competition of other gas stations in the area, but that the automotive nature of the site will remain consistent with its historical use.

The original application was removed from the Zoning Commission Agenda on March 23, 2021 at the applicant’s request. The reason for the removal from the agenda was due to Staff’s recommendation at the time for denial of the request. The initial reason for Staff’s recommendation is that the applicant requested a reduced landscape buffer from the code-required fifteen feet to five feet along the north property line to allow for a larger turn radius within the site to accommodate for longer vehicles. In response to the applicant requesting a smaller than required buffer, City staff requested that the applicant submit additional information to address the potential impacts of the project to the surrounding properties.

Staff’s concern was that a reduced buffer width and landscaping would potentially allow a substantive negative impact to neighboring properties due to noise from vehicle vacuums and commercial car wash equipment in close proximity to residential properties. Subsequent to the applicant pulling the application from consideration, Staff and the applicant resumed discussions about how to mitigate our concerns for neighboring properties. As a result of these discussions, Staff and the applicant were able to mutually agree that there would have to be a specific condition outlining strict compliance with the municipal code in regards to noise and light pollution leaving the property. The applicant has agreed that mitigation measures will be deployed as may be necessary to mitigate any code compliance deficiencies. Staff has changed their recommendation on the property to a supportive posture due to applicant’s commitment and that the property will be significantly improved over its current blighted condition.

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Mayor Kelly asked if the applicant had any comments.

Joe Murphy, Consulting Engineer, commented that he and the owner of the property met with a concerned neighbor about the proposed project and was able to address those concerns. Mr. Murphy noted that the development will be a major improvement to the area and he expressed appreciation to City staff for their efforts with regard to the project.

Mayor Kelly asked if the Commission members had any questions. Hearing none, Mayor Kelly asked if there were any comments from the public in support of or opposition to Resolution 10423.

No one spoke in support of or opposition to Resolution 10423.

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

Commissioner Tryon moved, seconded by Commissioner Moe, that the City Commission adopt Resolution 10423 for a Conditional Use Permit to allow a “Vehicular Services” land use in the C-1 Neighborhood Commercial zoning district upon the property addressed as 620 57th Street South and the accompanying Basis of Decision subject to the Conditions of Approval being fulfilled by the applicant.

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

Mayor Kelly expressed appreciation to Mr. Murphy and the owner of the property for their efforts with regard to meeting with the neighbor and finding a resolution to the concerns.

Commissioner Tryon commented that the current building is dilapidated and he is looking forward to improving the appearance of the property.

Mayor Kelly called for the vote.

Motion carried 4-0.

16. RESOLUTION 10426, TO ESTABLISH FEES FOR THE MANSFIELD CENTER FOR THE PERFORMING ARTS AT THE CIVIC CENTER.

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

Mansfield Center for the Performing Arts Manager Owen Grubenhoff reported that Resolution 10426 will create a new fee that will be passed on to eligible promoters to make the facility more attractive from a financial standpoint for rentals.

Mayor Kelly asked if the Commission members had any questions.

Commissioner Tryon received clarification that there is no cost increase being passed on to the public and the impact is to the promoter.

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Mayor Kelly asked if there were any comments from the public in support of or opposition to Resolution 10426.

No one spoke in support of or in opposition to Resolution 10426

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

Commissioner Moe moved, seconded by Commissioners Tryon and Houck, that the City Commission adopt Resolution 10426.

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

Motion carried 4-0.

OLD BUSINESS

NEW BUSINESS

17. SUBSEQUENT MINOR SUBDIVISION – RIVERS EDGE DENTAL MINOR SUBDIVISION ADDRESSED AS 1900 RIVER DRIVE NORTH.

Planning and Community Development Director Craig Raymond reported that the subject property, which is located southeast of the intersection of River Drive North and 19th Street North, consists of approximately 2.97 acres and is within the M-2, Mixed-Use Transitional zoning district. The western third of the property is developed as Rivers Edge Dental Office and the eastern two-thirds of the property remains undeveloped. The applicant intends to subdivide the property into three lots. Two additional lots would be created on the undeveloped portion of the property and would have potential for future development. Lot 2A will consist of 1.082 acres and is currently developed as Rivers Edge Dental, Lot 2B will consist of 1.161 acres, and Lot 2C will consist of 0.728 acres. Each of these proposed lots conforms to the lot area and dimensional standards of the M-2 zoning district. The property is surrounded by Mixed-Use Transitional zoning to the west, south and east, and Parks and Open Space zoning to the north with the Rivers Edge Trail and the Missouri River across River Drive North.

The applicant proposes to create a new thirty-foot wide private access and utility easement along the rear of the property. The proposed easement will allow for the extension of a new water main and a driveway to access Lot 2B and Lot 2C from the intersection of 12th Avenue North and 19th Street North. This will allow both new lots to be accessed from the rear rather than through new access points from River Drive North. An existing sewer main runs along the rear of the parcel and would also be contained in the new easement. There is an existing storm drain line and easement running along the east end of the parcel that will outlet future storm water runoff from developed property into the Missouri River.

On July 27, 2021, the City Planning Advisory Board recommended that the Commission approve the amended plat. City staff provided the application information to Neighborhood Council #8 and have not received any feedback, although they are currently on summer break.

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Commissioner Moe moved, seconded by Commissioner Tryon, that the City Commission approve the Amended Plat of the Minor Subdivision, as legally described in the staff report, and the accompanying Findings of Fact subject to the conditions.

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

Motion carried 4-0.

18. INDOOR AQUATICS AND RECREATION CENTER WATER MAIN RELOCATION (OF 1770).

Park and Recreation Director Steve Herrig reported that the project includes construction of an eight-inch water main, demolition of the existing six-inch water main, installation of two fire hydrants with six-inch lead lines and four-inch service lines stubs to service the new Indoor Aquatics and Recreation Center and restroom. Awarding the contract to Trenchless Solutions will constitute the commencement of the project.

Commissioner Tryon moved, seconded by Commissioner Moe, that the City Commission award a contract in the amount of \$136,860 to Trenchless Solutions for the Indoor Aquatics & Recreation Center Water Main Relocation, and authorize the City Manager to execute the construction contract documents.

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

Mayor Kelly expressed appreciation to Director Herrig for his efforts with regard to being involved from the start and knowing every aspect of the project.

Mayor Kelly called for the vote.

Motion carried 4-0.

ORDINANCES/RESOLUTIONS

19. RESOLUTION 10412, A RESOLUTION PROVIDING FOR THE ANNUAL TAX LEVY IN MILLS FOR THE FISCAL YEAR BEGINNING JULY 1, 2021 AND ENDING JUNE 30, 2022.

Finance Director Melissa Kinzler reported that the City Commission is required to fix an annual tax levy by setting mills to generate property tax revenues that will balance the General Fund budget and other levy supported funds. The City received its taxable valuation from the Montana Department of Revenue (MTDOR) on August 2, 2021. With this valuation, the City can now compute and set its annual mill levy.

The total mill levy for Tax Year 2021 (FY 2022) is 201.35 mills totaling \$20,864,249. This includes mills for the general levy of 167.33 mills, the Permissive Medical Levy of 32.44 mills and 1.5 mills for the Soccer Park debt service payments. The newly taxable property will generate

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additional revenue of \$366,758. There is no increase to the total levy for the inflationary factor or increase to the Permissive Medical Levy.

One immediate effect to the City's budget is to the Great Falls Public Library. The library receives nine mills under its agreement with the City. With the new value per mill, this translates to an increase of \$48,825 in tax revenue for the library in FY 2022.

The total mill levy allowable under state law is 205.41. The actual mill levy total for FY 2022 is 201.35.

As proposed, there is no increase in property taxes for individual properties due to the inflationary factor or increase to the Permissive Medical Levy. The FY 2022 Budget was adopted July 20, 2021. Setting the mill levy for Tax Year 2021 (FY 2022) is the last step in the adoption of the FY 2022 City of Great Falls Budget.

Commissioner Tryon moved, seconded by Commissioners Moe and Houck, that the City Commission adopt Resolution 10412.

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

Mayor Kelly reiterated that there is no increase to the total levy for the inflationary factor or Permissive Medical Levy. He received clarification that City staff is unaware of any tax protests regarding the new valuations in the County.

Mayor Kelly called for the vote.

Motion carried 4-0.

20. ORDINANCE 3232, AMENDING TITLE 17, CHAPTER 20, OF THE OFFICIAL CODE OF THE CITY OF GREAT FALLS (OCCGF) PERTAINING TO GARAGE AND ACCESSORY STRUCTURES.

Planning and Community Development Director Craig Raymond reported that in 2019 and 2020, the City of Great Falls Board of Adjustment (BOA) received, and denied, two variance requests for garage spaces that exceeded the current code limitations. After reviewing the requests, a member of the BOA asked Staff to review the current code regulations regarding accessory structure, square footage allowances, and determine if there was an opportunity to increase the sizes for accessory structure square footage on larger City lots. In addition to the specific request to amend the City's code to allow greater square footage for these structures, Staff has talked to a number of residents who have been interested in building larger detached garages to store vehicles such as recreational vehicles, boats, and campers that are currently being stored in yards or parked on City streets.

The general process that Staff followed to develop the proposed code changes included:

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- Comparing the Code's requirements for garages and other accessory structures to Missoula, Bozeman, Kalispell, and Billings. Generally, Great Falls was on the lower end of requirements among the various codes that were reviewed;
- Meeting with a focus group of professionals within the building community to solicit input regarding possible opportunities for code changes that would positively impact the community. This group unanimously supported staff's proposal to increase square footage allowance on larger city lots;
- Line-by-line review of the Chapter to identify areas that needed clarification and also to identify redundant, unused or outdated provisions; and,
- Re-formatting to match the format of other, recently adopted Titles of the OCCGF, as well as correction of grammatical or wording errors.

The basic elements of proposed changes include:

1. Clarification of Design Standards Table. Currently the code combines the standards for principal and accessory structures. Staff proposes to break out the standards for accessory structures (detached garages, carports, and sheds) to make them easier for code users to find, as well as to define standards that currently are not called out within the code.
2. Create flexibility. Staff proposes to increase the maximum height of accessory garages to 24 feet across residential zoning districts rather than requiring a lower height when the home on the lot is one-story. This will create more flexible storage space to accommodate larger vehicles. Staff also proposes increasing the setbacks for accessory structures from two feet to five feet to balance out the larger height allowance.
3. Update language. The use of the term "accessory structures" is proposed to replace the term "garages" to categorize structures including, but not limited to, detached garages, sheds, and carports. Staff currently reviews permits for these structures if they are at least 200 square feet to ensure that the aggregate square footage in the code is not being exceeded. Since sheds, carports and other structures are already counted towards the allowed square footage for cumulative garage area, staff is clarifying the code to make sure these structures count towards the allowed square footage for each lot.
4. Increase maximum square footage allowances. This is the most important change to the code being driven by citizen input.

Commissioner Tryon moved, seconded by Commissioners Moe and Houck, that the City Commission accept Ordinance 3232 on first reading, and set a public hearing for September 7, 2021.

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

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Commissioner Moe commented that she has received comments from constituents who are concerned about the size of spaces that citizens can use to park Recreational Vehicles and she hopes that Ordinance 3232 meets that concern.

Mayor Kelly called for the vote.

Motion carried 4-0.

21. ORDINANCE 3230, AMENDING TITLE 10 OF THE OFFICIAL CODE OF THE CITY OF GREAT FALLS (OCCGF) TO PROHIBIT THE LONG-TERM PARKING AND/OR STORAGE OF RECREATIONAL VEHICLES, UTILITY TRAILERS OR VESSELS IN RESIDENTIAL DISTRICTS.

Deputy City Attorney Jeff Hindoien reported that for several years, members of the City Commission and City staff have received a steady flow of citizen complaints regarding the long-term parking and/or storage of large recreational vehicles, trailers and/or boats on streets within residential zoning districts. The complaints have been directed at the safety risk posed by the long-term and high-volume presence of such vehicles on residential streets and the difficulty it creates for being able to see children and other pedestrians moving around or in between the vehicles. There are also concerns that residential street standards were never created or designed to accommodate the long-term and high-volume presence of such large vehicles as an on-street parking element, but rather were designed to accommodate a limited amount of on-street parking of the traditional type of motor vehicles used by residents to commute to and from their place of work.

Proposed Ordinance 3230 prohibits the long-term parking and/or storage of recreational vehicles, utility trailers or boats in any residential zoning districts and allows for the temporary presence of those vehicles only for the limited purpose of loading or unloading. An initial draft was provided to the City Commission at the July 20, 2021 work session, and afterward the draft was updated to incorporate changes discussed during the work session.

The updated proposed Ordinance contains the following elements:

- New definitions for a class of vehicles designated as “Recreational Vehicle”, Utility Trailer” and “Vessel.”
- A new provision that only allows such vehicles to be temporarily parked in a residential district for the limited purpose of loading and unloading, with that “temporary” period being no more than 36 hours in any 7-day period.
- A provision requiring a written 24-hour notice to remove prior to the issuance of any parking citation.
- Provisions incorporating the new parking restriction into the standard parking enforcement framework of Title 10, i.e., enforcement of unpaid citations, the potential for immobilization of a vehicle in the event of multiple unpaid citations and the potential for enforcement of unpaid citations in Municipal Court.

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The enforcement of Ordinance 3230 will be complaint-driven, with complaints generally addressed in order of receipt, except in the case of a clear safety hazard, incorporated into the existing staffing and workload for the Great Falls Police Department (GFPD) and other City Departments.

The City Commission took steps in 2017 to amend its zoning ordinance provisions in Title 17 of the OCCGF to address the same complaints that are motivating the consideration of this proposed Ordinance. The City Commission amended those Title 17 provisions to make it easier for property owners in residential districts to park their recreational vehicles, trailers or boats on their property by allowing for larger off-street parking surfaces and driveways. Those Title 17 changes also allowed for the use of gravel or pavers for a parking surface in addition to just concrete or asphalt.

The Planning Advisory Board/Zoning Commission has recently reviewed and approved City staff's recommendation to further amend Title 17 to allow for greater height and square footage allowances for garages/accessory structures in residential districts. These proposed changes are driven in part by Staff conversations with residents who are interested in building larger detached garages to store recreational vehicles, trailers or boats that are currently being stored in yards or on public streets. These proposed changes to the City's zoning regulations will have the effect of making it easier for some property owners to have their recreational vehicles, utility trailers or boats stored off of the street and on their own property.

Commissioner Tryon moved, seconded by Commissioners Moe and Houck, that the City Commission accept Ordinance 3230 on first reading, and set a public hearing for September 7, 2021.

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

Brian Kelley, City resident, read from a prepared statement in opposition to Ordinance 3230. Mr. Kelley expressed concern with regard to the following: new definitions for a class of vehicles; Ordinance 3230 not being in compliance with the Montana Code Annotated (MCA); the parking limit of 36 hours is unreasonable; the potential loss of tourism income by not allowing tourist to park in the streets; a financial burden placed on residents to construct a parking area on their property; parking complaints and safety issues are "alleged" violations; the City allowing 30-yard dumpsters to be placed on City streets for an undetermined amount of time; and the City taking on the role of a Homeowner Association (HOA). He urged the Commission not to adopt Ordinance 3230.

Fred Burrow, 1926 21st Avenue South, expressed opposition with regard to enforcement being a complaint driven system.

Joshua Copeland, 2801 5th Avenue North, explained that he bought his corner lot for the purpose of storing his recreational vehicles, as well as living in a neighborhood with a HOA. He expressed opposition to Ordinance 3230 and to the City regulating or enforcing upon him what he can and can't park on the street.

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Commissioner Tryon expressed concern with regard to the new provision that allows vehicles to be temporarily parked in a residential district for the limited purpose of loading and unloading for a period of no more than 36 hours. He further expressed concern with regard to the definition for classification of vehicles and determining the amount of a fine. He announced that he would not vote for the ordinance as it is currently written, indicating that he did not like the enforcement mechanism being complaint driven.

Deputy City Attorney Hindoien responded that any concerns about the provisions could be amended at the September 7, 2021 public hearing. He added that determining the amount of a parking citation fine would be set forth by City Commission Resolution after the adoption of Ordinance 3230.

Commissioner Moe suggested adding “contiguous” to the language with regard to parking for 36 hours intermittently in the week. She inquired if the 36-hours could be split up over the seven-day period. She commented that she sees irony with regard to utilizing a vehicle immobilizer “boot” on a vehicle that has not been removed by a registered owner.

Deputy City Attorney Hindoien responded utilizing a vehicle immobilizer is the typical practice in parking violations.

Mayor Kelly called for the vote.

Motion carried 4-0.

CITY COMMISSION**22. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

None

23. COMMISSION INITIATIVES.

Mayor Kelly announced that, because the COVID-19 pandemic continues to be a concern, he is considering recommending reverting back to virtual City Commission Meetings. He added that he does not feel safe attending Commission meetings with others, regardless of whether vaccinated or not, and does not want to compromise the health of himself or others. He respects the opinion of professionals who recommend wearing masks and practice social distancing.

Commissioner Moe announced that she attended the Commission meetings tonight under protest. She concurred with Mayor Kelly regarding virtual meetings to create a safe environment for everyone to participate fully in local government.

Commissioner Tryon announced that, regardless of the recommendations, he will not wear a mask and will protest wearing one if mandated.

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There being no further business to come before the Commission, **Commissioners Moe and Tryon moved, seconded by Mayor Kelly, to adjourn the regular meeting of August 17, 2021, at 8:26 p.m.**

Motion carried 4-0.

Mayor Bob Kelly

Deputy City Clerk Darcy Dea

Minutes Approved: September 7, 2021



Commission Meeting Date: September 7, 2021
CITY OF GREAT FALLS
COMMISSION AGENDA REPORT

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

PRESENTED BY: Finance Director

ACTION REQUESTED: Approval with Consent Agenda

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

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

ACCOUNTS PAYABLE CHECK RUNS FROM NEW WORLD	AUGUST 8, 2021 - AUGUST 18, 2021	695,938.84
ACCOUNTS PAYABLE CHECK RUNS FROM MUNIS	AUGUST 11, 2021 - AUGUST 25, 2021	3,349,128.13
MUNICIPAL COURT ACCOUNT CHECK RUN FOR	JULY 31, 2021 - AUGUST 19, 2021	11,985.43
ASIFLEX RECONCILIATION	AUGUST 3, 2021 - AUGUST 6, 2021	166,284.67
TOTAL: \$		<u>4,223,337.07</u>

GENERAL FUND

CITY/COUNTY HEALTH

CITY COUNTY HEALTH DEPT	1ST HALF OF ANNUAL CONTRIBUTION	125,000.00
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FIRE TRUCK PAYMENT

US BANK TRUST	DEBT SERVICES PAYMENT	38,835.95
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SPECIAL REVENUE FUND

STREET DISTRICT

GREAT FALLS SAND AND GRAVEL	TYPE B ASPHALT & TYPE C ASPHALT	145,939.03
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PARK DISTRICT

L'HEUREUX PAGE WERNER PC	INDOOR AQUATIC & RECREATION CENTER	222,129.90
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FEDERAL BLOCK GRANTS

HUGHES FIRE EQUIPMENT INC	VICTORY LINE AMBULANCE HGAC CONTRACT - AM20NA19	180,000.00
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CENTRAL MONTANA AG TECH PARK TID

MRTE INC	OF 1658.1 CMATP TIF PHASE 3 STORM DRAIN	31,681.98
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CAPITAL PROJECTS

GENERAL CAPITAL

KUGLIN CONSTRUCTION	OF 1709.1 HISTORIC PRESERVATION THE 10TH ST BRIDGE	36,723.07
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DOWNTOWN TID

TALISMAN CONSTRUCTION SERVICES	CIVIC CENTER FAÇADE	100,155.73
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ENTERPRISE FUNDS

WATER

CENTRAL EXCAVATION	OF 1648.0 SOUTHSIDE WATER MAIN REPLACEMENTS PH 1	186,345.97
UNITED MATERIALS	OF 1467 LOWER NORTH SIDE WATER MAIN REPLACEMENTS	72,765.61

SEWER

VEOLIA WATER NORTH AMERICA	WWTP ELECTRICAL TRANSFORMER OIL CLEANING	38,007.88
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STORM DRAIN

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

US BANK TRUST	DEBT SERVICES PAYMENT	124,402.81
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CIVIC CENTER EVENTS

SHOW TALENT PRODUCTIONS	VEGAS VARIETY SHOW 2021	26,609.39
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INTERNAL SERVICES FUND

INSURANCE & SAFETY

MONTANA MUNICIPAL INTERLOCAL AUTHORITY	LIABILITY PROGRAM	1,095,875.00
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INFORMATION TECHNOLOGY

DELL MARKETING LP	79 OPTIPLEX 3080 AND 20 P2217 ERS REPLACEMENTS	52,384.70
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CENTRAL GARAGE

BILLION DODGE CHRYSLER JEEP	1/2 TON 4X4 PICKUP DRUG TASK FORCE UNIT #2	29,958.00
MOUNTAIN VIEW CO-OP	DIESEL/GASOLINE - 282.954 GALLONS AT \$2.80/GALLON	28,322.01

PAYROLL CLEARING

STATE TREASURER	MONTANA TAXES	51,021.00
FIREFIGHTER RETIREMENT	FIREFIGHTER RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	55,890.62
STATEWIDE POLICE RESERVE FUND	POLICE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	68,602.18

PUBLIC EMPLOYEE RETIREMENT	PUBLIC EMPLOYEE RETIREMENT	132,039.05
	EMPLOYEE & EMPLOYER CONTRIBUTIONS	
US BANK	FEDERAL TAXES, FICA & MEDICARE	226,020.27
LABORERS INTERNATIONAL UNION	EMPLOYEE CONTRIBUTIONS	28,029.06
NATIONWIDE RETIREMENT SOLUTIONS	EMPLOYEE CONTRIBUTIONS	31,920.38

UTILITY BILLS

ENERGY KEEPERS	ELECTRICITY CHARGES FOR THE MONTH OF JULY 2021	86,755.50
NORTHWESTERN ENERGY	SLDR JULY CHARGES	53,622.04
HIGH PLAINS LANDFILL	JULY 2021 CONTRACT CHARGES	89,831.06

CLAIMS OVER \$25000 TOTAL: \$ 3,534,566.16

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

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

PRESENTED BY: Lisa Kunz, City Clerk

ACTION REQUESTED: Ratification of Contracts through the Consent Agenda

MAYOR' S SIGNATURE: _____

CONTRACTS LIST

	DEPARTMENT	OTHER PARTY (PERSON OR ENTITY)	PERIOD	AMOUNT	PURPOSE
A	Public Works – Engineering	Air Water Soil	09/07/2021	\$26,023	Professional Services Agreement for environmental management services for the removal of underground storage tanks at Fire Station #1 located at 105 9 th Street South OF 1755.1

B	Planning & Community Development	NeighborWorks Great Falls	07/01/2021-06/30/2022	\$75,000	2020/2021 HOME Investment Partnerships Program Agreement for funding to construct an affordable single-family dwelling located at 316 5 th Avenue South, which will be sold to a low-to-moderate income earning household.
C	Planning & Community Development and Legal Department	Independence Bank	08/10/2021-08/10/2026	\$1,000/year	Ratification of Lease Agreement to rent City-owned real property which is anticipated to be subdivided from a larger parcel and will be described as: Lot 1 of the 10 th Street Bridge Minor Subdivision (CR: 040621.14 Commission approval of Exchange Agreement/Independence Bank Minor Subdivision)
D	Human Resources	Public Sector Personnel Consultants, Inc. (PSPC)	08/31/2021	A total amount not to exceed \$50,000	Ratification of Professional Services Agreement for compensation and benefits survey, pay plan development and assignment of jobs and pay ranges, and reporting and presentation of findings and recommendations
E	Planning & Community Development, Finance-Utilities, and Great Falls Fire Rescue	Centron Services, Inc, d/b/a Credit Systems (name change as of October 1, 2021 – Rocky Mountain Professional Services)	09/07/2021	25% contingency fee on all accounts 25% contingency fee on all legal accounts 40% contingency fee on all	Ratification of Collection Services Agreement for collection services of past due funds owed to the City

				accounts forwarded to another agency	
F	Finance & Legal Departments	Paymentus	09/01/2021	Transaction fees \$1.65 ebill and credit/debit card; \$0.40 eCheck/non-qualified transactions	Ratification of Amendment No. 2 to Master Services Agreement to amend Schedule A- Paymentus Fee Schedule to Master Services Agreement to include Miscellaneous Government Services payments, such as donations (CR: 060518.10B; 051920.6C)

CITY OF GREAT FALLS, MONTANA**COMMUNICATION TO THE CITY COMMISSION****DATE:** September 7, 2021**ITEM:****GRANTS LIST**

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

PRESENTED BY:

Lisa Kunz, City Clerk

ACTION REQUESTED:

Ratification of Grants through the Consent Agenda

MAYOR'S SIGNATURE: _____**GRANTS**

	DEPARTMENT	OTHER PARTY (PERSON OR ENTITY)	PERIOD	GRANT AMOUNT REQUESTED	MATCH	PURPOSE
A	Great Falls Police Department & Applicant - Great Falls Public Schools	U.S. Department of Justice	10/01/2021 – 09/30/2024	\$500,000	GFPD - N/A GFPS - \$245,000	Public Safety Partnership and Community Policing Grant Application 2021-89002-PKG00266966 for the Great Falls School District's Video Surveillance Project to replace the aging IP and analog cameras in the two middle schools and three high schools. GFPD is only listed as a sub-applicant per Department of Justice (DOJ) grant guidelines and bears no financial responsibility with grant funding.



Commission Meeting Date: September 7, 2021

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: 2021-2022 School Resource Officer (SRO) Agreement between the City of Great Falls and the Great Falls Public Schools District.

From: Great Falls Police Department

Initiated By: Chief Jeff Newton

Presented By: Chief Jeff Newton

Action Requested: Approve the 2021-2022 School Resource Officer Services Agreement and authorize the City Manager to sign the agreement.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/not approve) the 2021-2022 School Resource Officer Agreement between the City of Great Falls and the Great Falls Public Schools District.”

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 2021-2022 School Resource Officer Agreement between the City of Great Falls and the Great Falls Public Schools District.

Background: The Great Falls Public School District and the Police Department have had a partnership for over twenty three years where the Police Department has provided the School District police services on a contract basis. This year is a continuation of the ongoing partnership where the Police Department has agreed to provide four confirmed police officers and equipment necessary to provide school resource officer services. The School District has agreed to pay the City quarterly for the cost of these services as detailed in the agreement. SRO's fulfill an important role at the schools and the current staffing of four officers is required to meet the workload.

Fiscal Impact: The School District will be billed quarterly in the amount of Eighty-Four Thousand, Nine Hundred Thirty-Eight Dollars and Four Cents (\$84,938.04), for a total amount of Three Hundred Thirty-Nine Thousand Seven Hundred Fifty Two Dollars and Sixteen Cents (\$339,752.16). Quarterly payments will be due on or before September 30, 2021; December 31st, 2021; March 31, 2022 and June 30, 2022.

Alternatives: Reject – The City Commission could vote to deny the contract, or the Commission could table action on the item to a date certain.

Concurrences: Great Falls Public Schools.

Attachments/Exhibits:

GFPS 2021-2022 SRO Contract

2021-2022
SCHOOL RESOURCE OFFICER
AGREEMENT

Between the City of Great Falls and the Great Falls Public School District

This AGREEMENT is made and entered into by and between the City of Great Falls, a municipal corporation of the State of Montana, 2 Park Drive South, Great Falls, Montana 59401 (hereinafter "City") and the Great Falls Public School District Number 1 and A, (hereinafter "District"), 1100 4th Street South, Great Falls, Montana 59405.

SECTION 1. PURPOSE

The AGREEMENT formalizes the relationship between the participating entities in order to foster an efficient and cohesive program that will build positive relationships between law enforcement and the youth in our community, with the goal of reducing crime committed by juveniles and young adults. This AGREEMENT delineates the mission, terms, goals and procedures of the School Resource Officer (hereinafter "SRO") Program as a joint cooperative effort between the District and the City, through the Great Falls Police Department (hereinafter the "Police Department"). The success of this program relies upon the effective communication between all involved parties.

SECTION 2. TERM AMOUNTS and LIABILITIES

The term of this AGREEMENT shall begin August 30, 2021 and end on June 1, 2022. The parties may renew this AGREEMENT only by written agreement or addendum hereto, which must be executed by both parties.

The City does hereby agree to provide the District with four confirmed Police Officers and equipment necessary to provide SRO services. The District shall pay the City quarterly installments of \$84,938.04, for a total amount of \$339,752.16 as follows: Quarterly payments will be due on or before September 30, 2021; December 31st, 2021; March 31, 2022 and June 30, 2022. The aforesaid charges are based on a full one hundred eighty-seven (187) day school session and the same shall be adjusted on a pro rata basis to reflect any additional school days.

In the event that an SRO is absent from work for five consecutive instructional days, then beginning with the sixth consecutive day of absence and continuing through the absence, the Police Department may assign another officer to substitute for the SRO. If a substitute officer is not available to the Great Falls Public School District starting on the sixth consecutive instructional day, the Great Falls Public School District payment will be pro-rated for the period of time that an officer was not available.

The parties agree that their respective employees, students and/or agents are not to be considered employees of the other party for any purpose. The parties agree to comply with all federal, state and local laws, rules and regulations, including safety rules, codes and provisions of the Montana Safety Act in Title 50, Chapter 71, MCA. The parties, as to their own employees, shall comply with the applicable requirements of the Workers' Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA, and shall maintain

workers' compensation coverage for all employees, except for those members who are exempted as independent contractors under the provisions of 39-71-401, MCA.

To the fullest extent permitted by law and subject to the applicable limitations set forth in Mont. Code Ann. §2-9-108, the parties shall mutually indemnify, defend and hold harmless the other against, and from, any and all liability, costs, damages, claims or causes of action which may arise out of that party's officers, employees, agents, and students' performance under this agreement.

SECTION 3. MISSION and GOALS

The mission of the SRO Program is the reduction and prevention of school-related violence and crimes committed by juveniles and young adults and to build relationships between law enforcement and the youth community. The SRO Program aims to create and maintain safe, secure and orderly learning environments for students, teachers and staff. This is accomplished by assigning a Law Enforcement Officer as an SRO, who is employed by the Police Department to the District facilities on a permanent basis.

Goals and objectives are designed to develop and enhance rapport between youth, police officers, school administrators/staff and parents. Goals of the SRO Program include, but are not limited to:

1. Reducing incidents of school violence and crime;
2. Maintaining a safe and secure environment on school grounds;
3. Reducing criminal offenses committed by juveniles and young adults;
4. Establishing a rapport between the SRO and the student population; and
5. Establishing a rapport between the SRO and parents, faculty, staff and administrators.

Moreover, the SRO's will establish a trusting channel of communication with students, parents and school staff. The SRO's will serve as a positive role model to instill in students good moral standards, good judgment and discretion, respect for others, and a sincere concern for the school community. The SRO's will promote citizen awareness of the law to enable students to become better-informed and effective citizens, while empowering students with the knowledge of law enforcement efforts and obligations regarding enforcement, as well as consequences for violations of the law. The SRO's can serve as confidential sources of informal counseling for students and parents concerning problems they face, as well as providing information on community resources available to them.

The SRO Program shall utilize the SRO Triad concept as set forth by NASRO (National Association of School Resource Officers). Under this framework, each SRO is first and foremost a law enforcement officer for the Police Department. Additionally, the SRO's are extensions of the school administration and will be recognized as school officials. The SRO's shall be responsible for carrying out all duties and responsibilities of law enforcement officers and shall remain at all times under the control, through the chain of command, of the Police Department. All acts of commission or omission shall conform to the guidelines of the Police Department directives. Although the SRO's may assist with the enforcement of the District's code of conduct, discipline related to such matters is the responsibility of District teachers and administrators.

Although the SRO's have been placed in a formal educational environment, they are not relieved of the official duties as enforcement officers. The SRO's shall intervene when it is necessary to prevent any criminal act or maintain a safe school environment. Citations shall be issued and arrests made when appropriate and in accordance with Montana state law and department policy.

The SRO's, the Police Department, and/or appropriate prosecuting agencies will have the final decision on whether criminal charges shall be filed. The Police Department reserves the right to temporarily remove the SRO's in the event that it determines, in its sole discretion, that additional officers are needed during a critical incident or natural disaster.

SECTION 4. DUTIES AND RESPONSIBILITIES

- A. The responsibilities of the SRO's include but are not be limited to:
 1. Act as employees of the Police Department and be subject to the administration, supervision and control of the Police Department;
 2. Abide with all personnel policies and practices of the Police Department except as such policies or practices may be modified by the terms and conditions of this AGREEMENT;
 3. Enforce criminal law and protect the students, staff, and public at large against criminal activity. School authorities and the parents of any student criminally charged shall be notified as quickly as possible by the SRO's;
 4. Complete reports and investigate crimes and conduct follow-up investigations as assigned by the SRO supervisors;
 5. Abide by all applicable legal requirements concerning interviews or searches should it become necessary to conduct formal law enforcement interviews or searches with students or staff on property or at school functions under the jurisdiction of the District. The SRO's will not be involved in searches conducted by school personnel unless a criminal act is involved or unless school personnel require the assistance of the SRO because of exigent circumstances, such as the need for safety or to prevent flight;
 6. Be highly visible throughout the campus, yet be unpredictable in their movements. For officer safety reasons, the SRO's shall not establish any set routine, which allows predictability in their movements and their locations;
 7. Confer with the school administration to develop plans and strategies to prevent and/or minimize dangerous situations on or near the campus or involving students at school-related activities;
 8. Provide information concerning questions about law enforcement topics to students and staff;

9. Attend law enforcement agency in-service trainings as required. Reasonable attempts will be made to schedule such trainings to minimize SRO absence from school on an instructional day;
 10. Attend meetings of parent and faculty groups to improve their understanding of the SRO Program and to promote awareness of law enforcement functions;
 11. Be familiar with community agencies offering assistance to youths and their families such as mental health clinics, drug treatment centers, etc., and may make recommendations to the families when appropriate;
 12. Act as the designee of the campus administrator in maintaining the physical plant of the assigned campus to provide a safe environment as to law enforcement matters. This includes building(s), grounds, parking lot(s), lockers and other public school property;
 13. Be involved in school discipline but only when it pertains to preventing a disruption that would, if ignored, place students, faculty and staff at risk of harm, the SRO's will assist in resolving the problem to preserve the school climate. Regarding school code violations that disrupt the school learning environment, the SRO's will take the student to a school administrator's office for discipline to be meted out by school officials;
 14. Share information with the school administrator(s) about persons and conditions that pertain to all District campus safety concerns;
 15. Wear business casual attire with appropriate logos and/or badges depending on the time of school year, the type of school activity or program, and the requests of the school and/or police department;
 16. Wear Police Department authorized duty weapons in accordance with Police Department policy;
 17. Not transport students in Police Department vehicles except when in the SRO's judgment, the students are victims of a crime, under arrest, or some other unique circumstances exist;
 18. As soon as reasonably possible, in the event an SRO is absent from work, notify his or her supervisor in the Police Department and the principal of the school(s) to which the SRO is assigned; and
 19. At the School Administrator's request, take appropriate law enforcement action against unwanted guests or trespassers who may appear at the school and school related functions, to the extent that the SRO's may do so under the authority of the law.
- B. The responsibilities of the Police Department SRO supervisors include but are not limited to:

1. Coordinate work assignments of the SRO's;
2. Ensure SRO's compliance with Police Department directives;
3. Coordinate scheduling and work hours of the SRO's (Vacation requests, sick leave, etc.). It is the intent of the parties that the SRO's duty hours shall conform to the school day;
4. Work with the schools to make any needed adjustments to the SRO program throughout the school year;
5. Complete the SRO's annual performance evaluation. The SRO supervisor will request feedback from the schools designated contact person during the evaluation process;
6. In their sole discretion, as agents of the Police Department, hire, discharge, and discipline SRO's; and
7. Serve as liaisons between the Police Department and District Administrators in order to resolve matters of mutual concern.

c. The responsibilities of the District Administrators and staff include but are not limited to:

1. Provide the SRO's with private, appropriately furnished office space at the assigned primary school that can be secured. This may include but is not limited to desks with drawers, chairs, filing cabinets for files and records which can be properly locked and secured, telephones and computers;
2. Seek input from the SRO's regarding criminal justice problems relating to students and site security issues;
3. Notify the SRO's as soon as reasonably possible when school personnel discover weapons, drugs, alcohol, or other illegal contraband on school property. Even if the possession of the contraband is not prohibited by federal, state or local laws or regulations, if the possession of the contraband is a violation of District policy or the student handbook, the contraband may be confiscated and turned over to the SRO's to be properly secured and/or disposed of;
4. Timely notify the SRO's with the names of specific individuals who are not allowed on school property, and shall notify the SRO's of any anticipated parental problems resulting from disciplinary action taken against a student;

5. Work cooperatively with the Police Department to make any needed adjustments to the SRO Program throughout the year;
6. Allow SRO's to view records maintained by the school (Power School, Mileposts) as deemed necessary in the course of their official duties. The SRO's will maintain the same level of confidentiality with regards to school records as they would with any police records, which is dictated by Police Department policy and applicable law; and
7. Consider as hours worked under this AGREEMENT, time spent by SRO's attending municipal court, juvenile court, and/or criminal cases arising from and/or out of their employment as an SRO.

SECTION 5. NON-DISCRIMINATION

The parties agree that in the performance of this AGREEMENT, they will not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, national origin, or other class protected by state and/or federal law.

SECTION 6. DEFAULT AND TERMINATION

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

SECTION 7. APPLICABILITY

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

SECTION 8. BINDING EFFECT

This AGREEMENT and all of the covenants hereof shall inure to the benefit and be binding upon the City and the District respectively and their successors, assigns and legal representatives. Neither the City nor the District shall have the right to assign or transfer their interest or obligations hereunder without written consent of the other party.

SECTION 9. AMENDMENTS

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

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by the persons duly authorized on the _____ day of _____, 2021.

EXECUTED BY:

GREAT FALLS PUBLIC SCHOOLS, District No. 1 and A *H.S.H.*

By: *[Signature]*

Print Name: *Phantus Moore*

Print Title: *Superintendent*

GREAT FALLS PUBLIC SCHOOLS, District No. 1 and A *H.S.H.*

By: *Brian Patrick*

Print Name: *Brian Patrick*

Print Title: *Director of Business Operations*

CITY OF GREAT FALLS, MONTANA

Greg Doyon
City Manager
City of Great Falls

ATTEST:

Lisa Kunz, City Clerk (SEAL OF THE CITY)

APPROVED AS TO FORM*:

By: _____
Sara 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.



Commission Meeting Date: September 7, 2021

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Memorandum of Agreement (MOA) with the Montana Department of Transportation (MDT) for the 9th St NW-Central Avenue to NW Bypass and Watson Coulee Road- Vaughn Road to NW Bypass Road Improvements, O.F. 1739.2

From: Engineering Division

Initiated By: Public Works Department

Presented By: Paul Skubinna, Public Works Director

Action Requested: Approve MOA Funding Agreement

Suggested Motion:

1. Commissioner moves:

“I move the City Commission (approve/not approve) the Memorandum of Agreement, for the 9th St NW and Watson Coulee Road Improvements project.”

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

Staff Recommendation: Approve the MOA Funding Agreement.

Summary:

The proposed scope of the project is to reconstruct the corridor of 9th Street NW between NW Bypass and Central Avenue West, and the Watson Coulee Road corridor between NW Bypass and Vaughn Road. The work will include new travel lanes, sidewalk, curb and gutter, storm drain, ADA work, approach work, and utility impacts.

Background:

Significant Impacts

This project was nominated by members of the Technical Advisory Committee (TAC), approved by the Policy Coordinating Committee (PCC), and the Transportation Improvement Program (TIP) and was amended to include the project in 2018. The 2018 (current) Long Range Transportation Plan includes this project.

The TAC is part of the Metropolitan Planning Organization (MPO) that coordinates Transportation Planning in the Great Falls Urbanized Area and is required by Federal law for Urbanized Areas with central cities of 50,000 or more. The MPO process is coordinated by the City’s Planning & Community Development Department, who acts as the “host agency” for the MPO.

Citizen Participation

A project website will be developed by Strategies 360 and hosted by MDT. The project website will provide a platform for distribution of important project information and allow for interactive public involvement through the life of the project.

Workload Impacts

MDT will develop and let the project for construction including consultant management, administration, engineering analysis, surveying, design, public involvement, environmental documentation, clearances, plans preparation, acquisition of all appropriate permits, and the provisions of other services required to complete the preconstruction phase, right of way acquisition, and utility relocations in preparation to let and to construct the project. The design will be in accordance with MDT's Project Development Procedures and Design Manuals and, where applicable, current MDT and AASHTO urban design guidance. MDT will work with the City and the consultant on design specific details and in all public involvement activities.

The City will provide appropriate and timely input during the project development and issue local permits for applicable construction activities. City Staff will participate in public forums and meetings with the consultant and MDT staff as needed.

Project Work Scope

The proposed scope of work includes the reconstruction of 9th Street NW from the intersection of Central Avenue to the NW Bypass. This includes two travel lanes, installation of curb and gutter, address storm drainage issues, repair and perpetuation of sidewalks, installation of ADA Ramps, improving alley approaches, and boulevard landscape restoration.

The proposed scope of work on Watson Coulee Road includes the reconstruction from the intersection with Vaughn Road to the NW Bypass. This includes two travel lanes, one in each direction, installation of curb and gutter, perpetuation of sidewalks, installation of ADA Ramps, and intersection improvements.

Conclusion

Reconstruction of 9th Street NW and Watson Coulee Road will provide a more durable surface for the traffic on this stretch of roadway; improve safety for pedestrians and bike riders; and address storm drainage issues where feasible.

This project is compatible with the City's growth plan. The project has been selected and prioritized, and executed in accordance with the Public Works Capital Improvement Program and budgeted in the Street Division, Improvements Other Than Buildings, Enterprise Fund.

Fiscal Impact:

The Federal and State funds available under this program finance transportation projects on Montana's Urban Highway System, as per MCA 60-3-211. Surface Transportation Program (STPU) allocations are based on a per capita distribution and are recalculated each decade following the census. STPU funds are primarily used for resurfacing, rehabilitation or reconstruction of existing facilities; operational improvements; bicycle facilities; pedestrian walkways; and carpool projects. The current estimated project cost for design and construction, is \$7,400,000 with a project budget of \$10,100,000.

The City will be required to provide a 13.46% match of the construction costs in order for the project to be eligible for STPU funding. The City's matching funds will be provided through the City's Street Fund.

Alternatives:

The City Commission could vote to not approve the MOA Funding Agreement with MDT and cancel the project. This action would result in burdening the City with reimbursing MDT for all expenses incurred to this point and time.

Attachments/Exhibits:

MOA Funding Agreement

**FUNDING AGREEMENT
BETWEEN CITY OF GREAT FALLS AND THE MONTANA DEPARTMENT
OF TRANSPORTATION FOR THE PLANNING AND CONSTRUCTION OF
9th STREET NW – CENTRAL AVENUE TO NW BYPASS AND WATSON
COULEE ROAD – VAUGHN ROAD TO NW BYPASS, UPN 9810000**

This memorandum of agreement (MOA) by and between CITY of Great Falls (CITY), and the Montana Department of Transportation (MDT) establishes the roles, responsibilities, and commitments relative to the planning, costs, and administration responsibilities necessary for the reconstruction of 9th Street NW/Watson Coulee Road within the Great Falls Urban Area.

This PROJECT is in the city of Great Falls on 9th Street NW (U-5238) from the junction with Central Avenue. (N-103) to the junction with NW Bypass (N-123) and on Watson Coulee Road (U-5237) from the junction with Vaughn Road (U-5229) to the junction with NW Bypass (N-123). The proposed scope of work includes the reconstruction of 9th Street NW from the intersection of Central Avenue. to the NW Bypass. This includes two travel lanes, one in each direction, perpetuation of sidewalk along the 8th Avenue block on the west side of the roadway, perpetuation of sidewalk along the 7th Avenue block on the east of the road, alley approaches, and intersection improvements. The proposed scope of work on Watson Coulee Road includes the reconstruction from the intersection with Vaughn Road to the NW Bypass. This includes two travel lanes, one in each direction, perpetuation of sidewalks, on the east side of the road, sidewalk on the west side of the road, street crossing, and intersection improvements.

WHEREAS, the CITY will develop waterline replacement plans to MDT standards and be responsible for all costs associated with the waterline work for the PROJECT and future maintenance of the waterline. Waterline work is not part of the PROJECT but will be completed in coordination with the PROJECT as per the terms of this Agreement.

WHEREAS, MDT is responsible for assuring that the planning, design, approvals and environmental clearances, construction, and maintenance of state and federally-designated highway system facilities provide for the benefit of the traveling public in a safe and efficient manner in accordance with Title 23 United States Code (U. S. C.) and related federal regulation and guidance and Title 60, Montana Code Annotated (MCA); and

WHEREAS, the CITY agrees to be responsible for items identified in this agreement and be responsible for preparing the financial package for the PROJECT; and

WHEREAS, the CITY agrees and understands that the PROJECT will not be programmed for the construction phase until a funding package for all improvements, including contingencies and overruns, is in place to MDT's satisfaction; and

WHEREAS, the CITY agrees this PROJECT is and will remain the CITY's Urban Highway Program funding priority until constructed; and

WHEREAS, the estimated cost for PE, CE and CN phases of the PROJECT is approximately \$7,400,000 including indirect costs (IDC) and inflation.

WHEREAS, it is mutually agreed upon that a cooperative delineation and identification of duties and responsibilities of the parties is essential to the overall development of this PROJECT.

NOW THEREFORE, the signatory parties set forth below the fundamental duties and responsibilities necessary for this proposed PROJECT.

I. PROJECT DEVELOPMENT

A. MDT:

1. Will develop and let the PROJECT for construction including consultant management, administration, engineering analysis, surveying, design, public involvement, environmental documentation, clearances, plans preparation, acquisition of all appropriate permits, and the provisions of other services required to complete the preconstruction phase, right of way acquisition, and utility relocations in preparation to let and to construct the PROJECT.
2. Will ensure all design will be in accordance with MDT's Project Development Procedures and Design Manuals and, where applicable, current MDT and AASHTO urban design guidance.
3. Agrees to collaborate with the CITY and the consultant on design specific details in all public involvement activities.

B. CITY:

1. Agrees to act as the PROJECT sponsor and will provide appropriate and timely input during the PROJECT's development. The CITY will issue local permits for applicable construction activities.
2. Acknowledges the PROJECT design decisions and changes have potential to impact PROJECT schedule and fundability.
3. Agrees to participate and support MDT in public forums, present in collaboration with the consultant and MDT design specific details and PROJECT elements.

II. **ENVIRONMENTAL REVIEW**

A. MDT:

1. Will be responsible for the development of documents necessary for compliance with the National Environmental Policy Act (NEPA), 23 CFR 771, Section 106 of the National Historic Preservation Act (NHPA), Section 4(f) of the DOT Act, and the Montana Environmental Policy Act (MEPA), in connection with the actions contemplated in this agreement. MDT will coordinate with FHWA for approval of the NEPA document, as necessary.

B. All Parties:

1. Understand that the decisions made by MDT and FHWA pursuant hereto and the execution of this agreement does not constitute the irretrievable commitment of resources by MDT or the CITY until all necessary steps are taken with regard to any particular decision to comply with NEPA/MEPA and other applicable state and federal laws.

III. **FUNDING**

A. MDT:

1. Will bill the CITY for costs in excess of available federal funding or elements that are not federal-aid eligible prior to programming.

B. CITY:

1. Agrees to and acknowledges its responsibility for all costs associated with the PROJECT in excess of available STPU funds, for 100% of non-federal aid eligible costs, and payback of state and federal funds expended on the PROJECT if required.
2. Will provide any necessary local or non-federal match funds and associated indirect costs to MDT within thirty (30) days of billing. MDT will not submit programming requests to FHWA for individual PROJECT phases until the required matching funds and funds for costs in excess of available federal funds, if any, have been transferred to MDT.
3. Agrees, if the CITY terminates PROJECT development at any time, it will reimburse MDT for any and all costs incurred by MDT, including any required payback of Federal funds already expended on the PROJECT, up to the date of the stoppage.
4. Will develop a comprehensive financial plan, for MDT review and approval, for the PROJECT. The financial plan must address sources of funds in the event of unanticipated cost overruns. This financial plan must be approved before MDT will request programming for the construction phase of the PROJECT.
5. Agrees to and acknowledges its responsibility for all costs associated with all phases (PE, IC, CE, and CN) for the waterline replacement. Waterline work is not part of the PROJECT but will be completed in coordination with the PROJECT as per the terms of this agreement.

C. All Parties:

1. Mont. Code Ann. Section 17-1-106 requires any state agency, including MDT, which receives non-general funds to identify and recover its indirect costs (IDC). These costs are in addition to direct PROJECT costs. MDT's indirect cost rate is determined annually as a percentage of the PROJECT's direct costs to cover the PROJECTS share of MDT's indirect costs as defined by 2 CFR Part 200, Appendix VII. MDT's current indirect cost rate is 10.99% for fiscal year 2021 (July 1, 2020 to June 30, 2021).

For this PROJECT, MDT billings to the LOCAL OFFICIALS will include a charge for the indirect costs at the current fiscal year indirect cost rate. This amount will be applied toward the total PROJECT contribution of the CITY, if this PROJECT extends across more than one fiscal year, more than one annual rate will be involved, as the rates may change during the life of the PROJECT.

2. Current PROJECT cost estimate for PE, CE, and CN phases is \$7,400,000¹, this includes IDC and inflation.

PROJECT funding sources include:

STPU funds FFY 2025 ² :	\$ 10,100,000
	\$ 10,100,000

3. The CITY will be responsible for providing local funding for all costs associated with the PROJECT in excess of the available STPU balance, for 100% of non-federal aid eligible costs, including waterline replacement, and payback of state and federal funds expended on the PROJECT if required. Waterline work is not part of the PROJECT but will be completed in coordination with the PROJECT.
4. PROJECT estimates will be updated at PROJECT milestones or as more refined estimates become available until PROJECT closeout. All Parties will meet regularly during the PROJECT development process and during each phase to exchange PROJECT information, ensure PROJECT and funding are tracking together, and identify any outstanding issues.
5. PROJECT design details and changes have potential to impact PROJECT schedule and fundability. PROJECT cost increases above available funding will delay PROJECT delivery timeframes until a complete funding package has been secured.

¹ Includes all phases, inflation, and IDC. Estimate includes permitting, survey activities, IC, and RW. Estimate does not include waterline work. Waterline work is not part of the PROJECT but will be completed in coordination with the PROJECT.

² Estimated Annual Allocations are subject to MDT Transportation Commission approval. Funding Projections are based on best available information and are subject to change given current funding uncertainties and unknown impacts of future congressional or other federal and state actions. Surface Transportation Program (STPU) funds available is dependent on the delivery year of the PROJECT.

IV. **PROJECT DESIGN PHASE**

A. MDT:

1. Will develop constructible design plans, in accordance with MDT design policies, practices, guidelines, and the environmental process for the PROJECT.
2. Will provide the CITY a design phase cost estimate including indirect costs to cover MDT administrative expenses and request for any non-federal match funds.

B. CITY:

1. Is responsible for developing waterline plans including PE, IC, CE & CN to MDT standards and providing them to MDT to be added to the contract plans prior to letting.

C. All Parties:

1. Agree that the PROJECT will not be programmed for the construction phase until a funding package for all improvements, including contingencies and overruns, is in place to MDT's satisfaction.

V. **RIGHT-OF-WAY ACQUISITION**

A. MDT:

1. Will request federal authorization to proceed with right-of-way acquisitions.
2. Will follow standard procedures to appraise, acquire and certify that all right-of-way donated or purchased for this PROJECT was acquired in accordance with all applicable federal and state laws and regulations required for federal funded projects such as 49 CFR Part 24, Uniform Relocation Assistance and Real Property Acquisition Regulation for Federally Assisted Programs, and the guidelines and procedures contained in MDT's Right of Way Manual.
3. Acknowledges that any right of way donated toward the PROJECT will reduce the overall PROJECT costs and be considered as participation in the PROJECT funding package, subject to limitations of federal/state match requirements, the right of way requirements of the PROJECT, and subject to FHWA approval.

B. CITY:

1. Acknowledges that, according to federal regulations, if right-of-way is donated to a PROJECT, the value of the right-of-way can only be credited after notification from MDT that FHWA authorization to proceed with right-of-way acquisition has been issued and is subject to the following provisions:
 - a. Any right-of-way acquired or donated for the PROJECT must be procured in accordance with 49 CFR Part 24, Uniform Relocation Assistance and Real Property Acquisition Regulations for Federally Assisted Programs, and the guidelines and procedures contained in MDT's Right of Way Manual. Donated right of way for the PROJECT as in in-kind contribution can be used to reduce the overall PROJECT costs, not to match federal funds. Donated right of way will be valued by MDT as consistent with state and federal requirements.

C. All Parties Agree:

1. Valuation of CITY's right of way acquired for the PROJECT will be determined by a qualified appraiser per MDT's discretion.

VI. UTILITIES**A. MDT:**

1. Will inform the utility companies responsible for water, storm and sanitary sewer, power, gas, and phone of the future plans for the area and encourage the utility companies to make provision for any utility additions, adjustments, or replacement anticipated within 20 years after the estimated completion of the PROJECT.
2. Will prepare necessary utility agreements for facilities that must be moved because of conflicts with the proposed PROJECT.
3. Will follow standard procedures for utility relocations and will coordinate with the CITY.

B. All Parties:

1. Agree and understand that MDT will include waterline work in the construction phase of the PROJECT if the work does not alter the scope of work for the PROJECT, the waterline plans are completed to MDT standards, and the CITY delivers the waterline plans on-time to MDT prior to letting. All costs associated with the inclusion of the waterline work for the PROJECT is the sole responsibility of the CITY as identified in Article III (B)5 of this agreement. The CITY will be responsible for all necessary waterline maintenance after PROJECT completion.
2. Agree to the cost share of 75/25 (MDT/CITY) for sewer line adjustments due to the waterline move on the PROJECT.
 - a. The CITY must pay 8% of the total cost for mobilization, 8% of the total cost for traffic control, and their share of the IDC rate for sewer line adjustments due to the waterline move on the PROJECT.

VII. CONTRACT AWARD ADMINISTRATION

A. MDT:

1. Will provide a detailed breakdown of all estimated PROJECT costs and bill the CITY accordingly for local contributions as necessary to complete the funding package and bill the CITY in advance for construction of the PROJECT no more than (60) days before bid opening.
2. Will, once a complete funding package is in place, bid, award, and administer the construction contract for the PROJECT in accordance with MDT procedures, including obtaining concurrence of award from FHWA.
3. Will not award the PROJECT contract without the CITY's concurrence if the bid price exceeds the available funds or exceeds MDT's Project Award Guidelines.

B. CITY:

1. Will submit payment for its portion of PROJECT cost based on the MDT engineer's estimate for the construction and construction engineering costs to the MDT within thirty (30) days of billing.
2. Agrees, if the federal government requires a reimbursement or return of any federal funds because a project does not advance due to CITY's failure to make any scheduled payment, the CITY agrees that it will reimburse MDT for those federal funds within thirty (30) days of billing.
3. Agrees, if at bid opening the CITY concurs in cost increases greater than MDT's Project Award Guidelines, the CITY will pay the increased costs in excess of available STPU funds within thirty (30) days of MDT's billing.
4. Agrees, if at bid opening the CITY does not concur in cost increases greater than 10% of MDT's estimate, MDT will not award the PROJECT.
5. Agrees payments to this PROJECT will be coordinated through MDT's Administration Division and will be provided to MDT staff in the form of a check to be deposited and credited to this PROJECT. The check must be made payable to the "Montana Department of Transportation" and sent to:

Montana Department of Transportation
 Attention: Collections
 P.O. Box 201001
 Helena, MT 59620-1001

The contact for billing and accounting questions for the MDT will be:
 Deann Willcut
 Special Project Accountant
 P.O. Box 201001
 Helena, MT 59620-1001

The contact for billing and accounting questions for the CITY will be:
 Russell Brewer, P.E., Senior Engineer
 Public Works Department, Engineering
 P.O. 5021
 Great Falls, MT 59403

C. All Parties:

1. Understand that it is possible that the PROJECT estimate may be exceeded once construction has begun. MDT will inform the CITY beforehand, and as early as possible, of anything that appears will result in a cost increase in excess of available STPU funds and will discuss the need for any possible change order with the CITY. It is agreed that the CITY does not have the ability to veto or delay, or refuse to pay for, any change orders deemed necessary by MDT. Change orders, costs increase or unforeseen expenses in excess of available STPU funds will be borne by the CITY.
2. Agrees the CITY's portion of the cost of any change order will be billed as early as it can be readily determined and will be due and payable by the CITY within thirty (30) days of the statement.
3. Agree within six (6) months after the PROJECT has been finally accepted with the final costs submitted, MDT will submit a final statement to the CITY. The final statement will be in the form of an invoice and provide details of any expenses that may be identified as "miscellaneous", billing the CITY for cost overruns, or it will be a check, for overpayment by the CITY. The CITY must submit payment to the MDT within thirty (30) days of billing. If payment is not made within that thirty (30) day period, interest on the unpaid amount will accrue at the rate of 10% per year and continue to accrue until paid in full. If the CITY is billed for additional funds, MDT will not participate in any future funding agreements with the CITY until full payment, including interest, is received from the CITY.

VIII. PROJECT CONSTRUCTION PHASE

A. MDT:

1. Will request programming of STPU funds and program local funds necessary to complete the funding package for the construction phase of the proposed PROJECT.

B. CITY:

1. Acknowledges the funding plan must demonstrate that all components of the PROJECT will be completed.
2. Acknowledges that FHWA construction phase approval is contingent on an acceptable and comprehensive funding plan for the completed PROJECT.

3. Acknowledges that the value of quantifiable materials and other MDT and FHWA approved in-kind contributions may also be credited to reduce overall PROJECT costs if all specifications are met and the transfer of ownership is accomplished after the PROJECT is programmed. No other contributions or services will be credited.

C. All Parties:

1. Agree and understand that MDT's funding contribution is contingent on the conditions described herein and therefore the PROJECT will not be programmed for the construction phase until:
 - a. a funding package for the PROJECT through construction, including contingencies and overruns, is in place to MDT's satisfaction; and
 - b. all approvals, clearances and permits are obtained.
2. Agree and understand that MDT will include waterline work in the construction phase of the PROJECT if the work does not alter the scope of work for the PROJECT; the waterline plans are completed to MDT standards; and the CITY delivers the waterline plans on-time to MDT prior to letting. All costs associated with the inclusion of the waterline work for the PROJECT is the sole responsibility of the CITY as identified in this agreement.

IX. GENERAL TERMS AND CONDITIONS

1. Term – The term of this Agreement shall be ten (10) years. After the initial ten (10) year term, this Agreement will renew automatically, for successive one (1) year terms, unless superseded by a new Agreement between the parties.
2. Termination – This Agreement may be terminated by MDT if the CITY violates or breaches any term, condition, or article of this Agreement and the CITY has failed to correct (or reasonably initiate correction) within 60 days of receiving notice in writing addressed to the CITY's representative, of such violation or breach of any term, condition, or article of this Agreement. If this Agreement is terminated, the improvements become the property of MDT, without reimbursement. MDT will maintain the property as it sees fit and may remove the improvements without CITY or landowner approval. MDT may seek compensation for maintenance or removal of the improvements from the CITY.
3. Other Agreements – Other Agreements pertaining to the PROJECT area remain in full force and effect. In the case of a conflict between this Agreement and a previously executed Agreement, the terms of this Agreement apply.

4. Hold Harmless & Indemnification

- a. The CITY agrees to protect, defend, indemnify, and hold MDT, its elected and appointed officials, agents, and employees, while acting within their duties as such, harmless from and against all claims, liabilities, demands, causes of action, and judgments (including the cost of defense and reasonable attorney fees) arising in favor of or asserted by the CITY's employees or third parties on account of personal or bodily injury, death or damage to property, arising out of the acts or omissions of the CITY, its agents, or sub-contractors, under this Agreement, except the negligence of MDT.
- b. The State and Department of Transportation agree to protect, defend, indemnify, and hold the CITY, its elected and appointed officials, agents, and employees, while acting within their duties as such, harmless from and against all claims, liabilities, demands, causes of action, and judgments (including the cost of defense and reasonable attorney fees) arising in favor of or asserted by the MDT's employees or third parties on account of personal or bodily injury, death or damage to property, arising out of the acts or omissions of MDT, its agents, or sub-contractors, under this Agreement, except the negligence of the CITY.

5. Insurance

- a. General Requirements: Each party shall maintain for the duration of this Agreement, at its own cost and expense, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the duties and obligations in this Agreement by each party, its agents, employees, representatives, assigns, or sub-contractors. This insurance shall cover such claims as may be caused by any negligent act or omission.
- b. General Liability Insurance: Each party shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1 million per occurrence and \$2 million aggregate per year to cover such claims as may be caused by or arising out of any negligent acts or omissions in work or services performed under this Agreement, or as established by statutory tort limits as provided by a public entity self-insurance program either individually or on a pool basis as provided by Mont. Code Ann. Title 2, Chapter 9.
- c. General Provisions: All insurance coverage must be with a carrier licensed to do business in the State of Montana or by a public entity self-insured program either individually or on a pool basis. Each party must notify the other immediately of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. Each party reserves the right to request complete copies of the other party's insurance policy or self-insured memorandum of coverage at any time.

- d. **Workers' Compensation Insurance:** The CITY must maintain workers' compensation insurance and require its contractors and its contractor's sub-contractors to carry their own workers compensation coverage while performing work within MDT right-of-way in accordance with Mont. Code Ann. §§39-71-401 and 39-71-405. Neither the contractor nor its employees are employees of MDT. This insurance/exemption must be valid for the entire Agreement period.

6. Public Safety

It is agreed, if any repairs to the elements of the PROJECT must be performed to address or prevent a public hazard, the CITY will immediately protect the area from public access, contact the appropriate MDT District Maintenance Office, and make reasonable and timely effort to correct or repair the hazard.

7. Invoicing and Indirect Cost (IDC)

- a. If MDT incurs any costs resulting from this Agreement, MDT shall be entitled to be compensated for such costs by the CITY and the CITY shall pay the same within thirty (30) days of its receipt of such invoices.

Mont. Code Ann. §17-1-106, requires any state agency, including MDT, which receives non-general funds to identify and recover its indirect costs (IDC). These costs are in addition to direct PROJECT costs. MDT's IDC rate is determined annually as a percentage of the PROJECT's direct costs to cover the PROJECT's share of MDT's IDC as defined by 2 CFR Part 200, Appendix VII. MDT's current IDC rate is 10.99% for fiscal year 2021 (July 1, 2020 to June 30, 2021). If the work occurs or extends into fiscal year 2022 or beyond the IDC rate will be charged at the rate agreed to by MDT and the Federal Highway Administration (FHWA).

- i. Invoice will be sent to:

Nadine Hanning
Financial Officer
2 Park Drive South, Civic Center Room 104
Great Falls, MT 59404

- ii. Payments shall be made to:

Montana Department of Transportation
Attention: Collections
2701 Prospect Avenue
PO Box 201001
Helena, MT 59620-1001

8. Choice of Law and Venue – This Agreement shall be governed by the laws of Montana. The parties agree that any litigation concerning this Agreement must be brought in the First Judicial District Court, in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees except as otherwise noted in this agreement. In case of conflict between the terms and conditions of this Agreement and the laws of the State of Montana, the laws of the State of Montana shall control.
9. Binding Effect -- The benefits and obligations set forth in this Agreement shall be binding upon, and inure to the benefit of, their respective successors, administrators and assigns of the Parties.
10. Relationship of Parties -- Nothing contained in this Agreement shall be deemed or construed (either by the parties hereto or by any third party) to create the relationship of principal and agent or create any partnership joint venture or other association between the Parties.
11. Non-Discrimination – The CITY will require that during the performance of any work arising out of this Agreement the CITY, for itself, assignees, and successors shall comply with all applicable non-discrimination regulation set forth in Attachment “A” attached hereto and made part of this Agreement.
12. ADA - MDT requires that any construction resulting from this Agreement must include appropriate pedestrian facilities that meet or exceed current MDT policies and guidelines for accessibility as set forth by the United States Department of Justice 2010 ADA Standards for Accessibility Design, United States Access Board Proposed Guidelines for Pedestrian Facilities in the Public Right-of-Way (2011 PROWAG), and MDT’s detailed drawings, 608 series.
13. Audit – The CITY grants to the Legislative Auditor and the Legislative Fiscal Analysts the right, without prior notice and during normal business hours, to audit, at their own costs and expense, all records, reports, and other documents, the CITY maintains in connection with this Agreement.
14. Utilities -- This Agreement is subject to the right of any private or public utility entity now lawfully occupying the right-of-way to continue to operate and maintain utility facilities thereupon. Copies of existing utility permits may be obtained from the MDT District Utility Agent.
15. Amendment and Modification -- This Agreement may be modified or amended only by written Addendum signed by the parties. In addition to the terms and conditions contained herein, the provisions of any Addendum may be incorporated and made a part hereof by this reference in the terms of the amendment so provided. In the event of any conflict between the terms and conditions hereof and the provisions of any Addendum, the provision of the Addendum shall control, unless the provisions thereof are prohibited by law.

16. Representatives

- a. CITY's Representative: The CITY's Representative for this Agreement shall be the CITY Manager or designee or such other individual as CITY shall designate in writing. Whenever approval or authorization from or communication or submission to CITY is required by this Agreement, such communication or submission shall be directed to the CITY's Representative and approvals or authorizations shall be issued only by such Representative; provided, however, that in exigent circumstances when CITY's Representative is not available, MDT may direct its communication or submission to other designated CITY personnel or agents.
- b. MDT's Representative: The MDT Representative for this Agreement shall be the District Administrator or such other individual as MDT shall designate in writing. Whenever direction to or communication with MDT is required by this Agreement, such direction or communication shall be directed to MDT's Representative; provided, however, that in exigent circumstances when MDT's Representative is not available, CITY may direct its direction or communication or submission to other designated MDT personnel or agents.

17. Counterpart Execution – This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed.

CITY OF GREAT FALLS

By: _____
City Manager

STATE OF MONTANA - DEPARTMENT OF TRANSPORTATION

By: _____ Date: _____
Montana Department of Transportation

Approved for Legal Content:

Approved for Civil Rights Content:

By: _____
Department Legal Services

By: _____
Department of Civil Rights

**MDT NONDISCRIMINATION
AND
DISABILITY ACCOMMODATION NOTICE**

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

Federal protected classes

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

State protected classes

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

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

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

(2) Non-discrimination:

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

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

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

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

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

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

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

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

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

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

(7) Pertinent Non-Discrimination Authorities:

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

Federal

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

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

State

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

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

Exhibit B

MONTANA TRANSPORTATION COMMISSION POLICY STATEMENT

Adopted by the Montana Transportation Commission
during regular session on April 7, 1998 – Revised November 22, 2002
Policy Number 06

URBAN HIGHWAY PROGRAM BORROW POLICY

Background

Each year the Transportation Commission allocates a portion of the Federal Aid Surface Transportation Program funds to the Urban Highway System. The annual allocation is used to fund construction projects on the designated urban highways in Montana's fifteen urban areas.

State statutes and past commission action have allowed urban areas to borrow against their anticipated Urban Highway Program funds. Recognizing that Urban Highways Program funds are apportioned solely on the basis of urban population and that the apportionments vary greatly among the fifteen urban areas, this policy seeks to better manage the program through setting understandable borrowing limits.

Policy

1. The projects must be on the State Urban Highway System as defined by the Montana Transportation Commission to be eligible for Urban Highway Program funds.
2. Each city (urban area) can borrow up to five years of its current year apportionment for the benefit of eligible projects but the total amount advanced cannot exceed one-half the total amount apportioned to the State Urban Highway Program.



Commission Meeting Date: September 7, 2021

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Approval of a Community Development Block Grant (CDBG) Funding Agreement for public housing modernization of the roofs located at Sunrise Court

From: Planning and Community Development

Initiated By: Great Falls Housing Authority

Presented By: Craig Raymond, Director

Action Requested: Approval of CDBG Funding Agreement in the amount of \$200,000

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/not approve) the 2020/2021 CDBG Funding Agreement in the amount of \$200,000 to the Great Falls Housing Authority for the replacement of roofs at Sunrise Court.”

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

Staff Recommendation: Staff recommends approval of the requested CDBG Funding Agreement.

Summary: The Great Falls Housing Authority has submitted a request for \$200,000 of CDBG funds for the purpose of public housing modernization that consists of replacing 27 year old roofing on six (6) low income housing buildings at the Sunrise Court facility, located at 5115 3rd Ave S.

The proposed project was evaluated by CDBG Program staff for funding eligibility as well as evaluated by the City Staff Grant Committee. The proposal is in compliance with all program requirements because it serves low to moderate income persons and families residing in Sunrise Court. Additionally, Public Housing Modernization is specifically identified as a priority for the use of CDBG funding in the City’s current Annual Action Plan.

Fiscal Impact: The entire cost of the roof replacements will be covered through CDBG funding. No local match is required for the project to be eligible. This alleviates a significant amount of funds for the Great Falls Housing Authority’s budget to work on other housing related improvements.

Alternatives: If the Commission were to reject the proposed funding agreement, the Great Falls Housing Authority would need to fund the project with their own funding.

Concurrences: Staff from Community Development have reviewed HUD regulations and requirements to ensure the eligibility of this request.

Attachments/Exhibits:

2020/2021 Community Development Block Grant Funding Agreement

CITY OF GREAT FALLS
2020/2021 Community Development Block Grant Agreement
BY AND BETWEEN
THE CITY OF GREAT FALLS, MONTANA, AND
GREAT FALLS HOUSING AUTHORITY

GREAT FALLS HOUSING AUTHORITY, hereinafter referred to as the Grantee, hereby enters into this Agreement with the Planning and Community Development Department of the City of Great Falls, a Municipal Corporation of the State of Montana, hereinafter referred to as the City on this **25th** day of **AUGUST, 2021**.

SECTION 1 – PROJECT DESCRIPTION

The Grantee has approved of, and hereby agrees to, the following project description, program budget and tentative activity schedule:

- A. The Grantee has been awarded as a subrecipient of the City to receive United States Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) funds in the amount of **\$200,000.00**. The **PY20** CDBG funds were awarded to the City of Great Falls by HUD on **February 5, 2021**.
- B. Personnel assigned to scope of work includes: **John Wierzelewski**
Contact Information: **406-788-0426 johnwierzelewski@gfhousing.org**
- C. The project scope will **consist of public housing modernization to replace 27 year old roofing on six (6) low income housing units at Sunrise Court 5115 3rd Ave S, Great Falls, MT**. The project will be implemented during the time period of **August 2021 to June 30, 2022**.
- D. Grantee is responsible for any costs and for expenses incurred in excess of the grant amount. Non-profit agencies will not be funded for staff salaries, benefits, office consumables, and rent payments for agency office space or utility costs. All grant funds will need to be expended by the Grantee prior to **June 30, 2022**. Any remaining unspent funds will revert back to the City after that date.
- E. Requests for extension can be submitted by the Grantee and considered for approval by the City. Extension requests must be submitted by **May 31, 2022**. Refer to *24 CFR 570.503* regarding Scope of Work, Time of Performance, and budget documentation.

NATIONAL OBJECTIVE

The CDBG national objective most pertinent to the proposed project is **benefit low and moderate income individuals and families by providing suitable living environment**.

Determination of eligibility is fully described in 24 CFR 570.200 through 24 CFR 570.209.

The project will address the national objective by **modernization of roofing on six (6) low income housing units that house 24 families/87 individuals**.

SECTION 2 – GENERAL CONDITIONS

A. GENERAL COMPLIANCE:

The Grantee agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570. These are the HUD regulations concerning the CDBG program. The Grantee also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. Additionally all regulations under 2 CFR 200 apply.

B. INDEMNIFICATION:

- a. The Grantee waives any and all claims and recourse against the City of Great Falls, including the right of contribution for loss or damage to persons or property arising from, growing out of, or in any way connected with or incidental to the Grantee's or any subrecipient's performance of this Contract.
- b. The Grantee shall indemnify and hold harmless the City of Great Falls and its agents and employees from and against all claims, damages, losses and expenses, penalties including attorney fees arising out of, or resulting from, the performance of the work, provided that any such claim, damage, loss, or expense which is:
 - i. attributable to bodily injury, sickness, disease or death or to damage or destruction of tangible property, other than the work itself, including the loss and use resulting therefrom;
 - ii. caused in whole or in part by any negligent act or omission of the contractor(s), and subcontractor(s), or anyone directly or indirectly employed by any one of them or anyone else, for whose acts any of them may be liable, regardless whether or not is caused in part or by party indemnified hereunder; and,
 - iii. caused in whole or in part by its failure to adhere to the terms of this contract.

C. SUSPENSION/TERMINATION/REIMBURSEMENT:

The Grantee agrees that suspension or termination of this project may occur if the Grantee materially fails to comply with any term of this Agreement, or any rules, regulations or provisions referred to herein, and that this grant may be terminated by the City for convenience. These conditions are fully described below in 2 CFR 200.338 and 2 CFR 200.339.

1. 2 CFR 200.338 Remedies for Noncompliance

- a. If a non-Federal entity fails to comply with Federal statutes, regulations or the terms and conditions of a Federal award, the Federal awarding agency or pass-through entity may impose additional conditions, as described in § 200.207 Specific Conditions. If the Federal awarding agency or pass-through entity determines that noncompliance cannot be remedied by imposing additional conditions, the Federal awarding agency or pass-through entity may take one or more of the following actions, as appropriate in the circumstances:
 - i. Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Federal awarding agency or pass-through entity.
 - ii. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
 - iii. Wholly or partly suspend or terminate the Federal award.
 - iv. Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations (or in the case of a pass-through entity, recommend such a proceeding be initiated by a Federal awarding agency).
 - v. Withhold further Federal awards for the project or program.
 - vi. Take other remedies that may be legally available.
- 2. 2 CFR 200.339 Termination
 - a. The Federal award may be terminated in whole or in part as follows:
 - 1. By the Federal awarding agency or pass-through entity, if a non-Federal entity fails to comply with the terms and conditions of a Federal award;
 - 2. By the Federal awarding agency or pass-through entity for cause;
 - 3. By the Federal awarding agency or pass-through entity with the consent of the non-Federal entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated; or
 - 4. By the non-Federal entity upon sending to the Federal awarding agency or pass-through entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal awarding agency or pass-through entity determines in the case of partial termination that the reduced or modified portion of the Federal award or subaward will not accomplish

the purposes for which the Federal award was made, the Federal awarding agency or pass-through entity may terminate the Federal award in its entirety.

- b. When a Federal awarding agency terminates a Federal award prior to the end of the period of performance due to the non-Federal entity's material failure to comply with the Federal award terms and conditions, the Federal awarding agency must report the termination to the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS).
 1. The information required under paragraph (b) of this section is not to be reported to designated integrity and performance system until the non-Federal entity either –
 - i. Has exhausted its opportunities to object or challenge the decision, see § 200.341 Opportunities to object, hearings and appeals; or
 - ii. Has not, within 30 calendar days after being notified of the termination, informed the Federal awarding agency that it intends to appeal the Federal awarding agency's decision to terminate.
 2. If a Federal awarding agency, after entering information into the designated integrity and performance system about a termination, subsequently:
 - i. Learns that any of that information is erroneous, the Federal awarding agency must correct the information in the system within three business days;
 - ii. Obtains an update to that information that could be helpful to other Federal awarding agencies, the Federal awarding agency is strongly encouraged to amend the information in the system to incorporate the update in a timely way.
 3. Federal awarding agencies, shall not post any information that will be made publicly available in the non-public segment of designated integrity and performance system that is covered by a disclosure exemption under the Freedom of Information Act. If the non-Federal entity asserts within seven calendar days to the Federal awarding agency who posted the information, that some of the information made publicly available is covered by a disclosure exemption under the Freedom of Information Act, the Federal awarding agency who posted the information must remove the posting within seven calendar days of receiving the assertion. Prior to reposting the releasable information, the Federal agency must resolve the issue in accordance with the agency's Freedom of Information Act procedures.

- c. When a Federal award is terminated or partially terminated, both the Federal awarding agency or pass-through entity and the non-Federal entity remain responsible for compliance with the requirements in § 200.343 Closeout and § 200.344 Post-closeout adjustments and continuing responsibilities.

D. REVERSION OF ASSETS:

- 1. Upon final payment by the City, the Grantee agrees that any unspent funds shall no longer be obligated by the City to the Grantee.
- 2. The Grantee agrees to the following:
 - a. It will strive to deliver the kinds of services to the types of beneficiaries that will enable it to always meet at least one of the national objectives of the CDBG program referred to in *24 CFR 570.208*. This stipulation is in effect for five years from the date of issuance of the final payment by the City for this activity;
 - b. If at any time during these five years the Grantee is no longer conducting a program or programs that are CDBG eligible, the Grantee agrees to return all furnishings, equipment, or personal property that was paid for by CDBG funds, or reimburse the City in the amount that is equal to the value;
 - c. This agreement shall comply with the requirements specified in *24 CFR 570.503(b)(7)*; and
 - d. If any furnishings, equipment or personal property (under the above the criteria) are no longer in control or possession of the Grantee, said Grantee agrees to reimburse the City in the amount that is equal to the furnishing, equipment, or personal property value at the time of the purchase, and that the City may use any legal means necessary to obtain restitution for these items from the Grantee.

E. TERM OF THE AGREEMENT:

- 1. The term of this Agreement with the exception of Section 2-D above shall expire when the final payment is made or on **June 30, 2022**, whichever is later.
- 2. The term of the Agreement pertaining to Section 2-D shall expire only when the applicable criteria are met by the Grantee and accepted by the City.

F. PUBLICATIONS:

In all documents referencing the CDBG Project the Grantee agrees to insert the following language, to the fullest extent possible, and submit a copy to the City:
 “-funded by the City of Great Falls CDBG Program.”

SECTION 3 – ADMINISTRATION REQUIREMENTS

A. FINANCIAL MANAGEMENT:

1. The Grantee agrees to provide the City with the following documents (if applicable) before any funds are disbursed by the City:
 - a. This signed Community Development Block Grant Agreement;
 - b. Grantee's Articles of Incorporation;
 - c. Grantee's tax-exempt status certification;
 - d. Grantee's by-laws or other such operational information;
 - e. Any other pertinent information which the City requests; and
 - f. Any Grantee lease agreements.
2. The Grantee shall comply with the current requirements and standards, in effect to the date of this agreement, of 2 *CFR, Part 200* and containing reference to 2 *CFR, Part 230, "Cost Principles for Non-Profit Organizations"* or 2 *CFR, Part 220, "Cost Principles for Educational Institutions,"* as applicable, and with the following Attachments to 2 *CFR, Part 215*:
 - (1) "Financial Reporting";
 - (2) "Bonding and Insurance";
 - (3) "Retention and Custodial Requirements for Records";
 - (4) "Standards for Financial Management Systems";
 - (5) "Monitoring and Reporting Program Performance";
 - (6) "Property Management Standards"; and
 - (7) "Procurement Standards".

B. DOCUMENTATION AND RECORD-KEEPING:

1. The Grantee agrees to maintain all records required by the Federal regulation specified in 24 *CFR Part 570.506*, which are pertinent to the activities to be funded under this Agreement. Such records shall include but are not limited to:
 - a. Records providing a full description of each activity undertaken;
 - b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
 - c. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - d. Financial records as required by 24 *CFR Part 570.502*, and 2 *CFR Part 200*; and
 - e. Other records necessary to document compliance with Subpart K of 24 *CFR 570*.

2. The Grantee shall retain all records pertinent to expenditures incurred under this contract for period of five (5) years after the termination of all activities funded under this Agreement.
3. The Grantee shall maintain grant beneficiary information, as requested by the City which will include client eligibility for services, and client ethnicity. The Grantee agrees to provide the City all non-duplicated information required. This report is due, upon request of funds or, if not applicable, on or before **July 31, 2022**, and will cover the period from **August, 2021** through **June 30, 2022** unless otherwise specified by the City.
4. The Grantee understands that certain client information collected under this contract is private and use or disclosure of such information, when not directly connected with the administration of the City's or Grantee's responsibilities with respect to services provided under this contract, is prohibited. Client information that might be utilized for identity theft including Social Security numbers, bank account numbers, and other personal information shall be kept under lock and key by the Grantee.
5. The Grantee shall maintain real property inventory records which clearly identify properties purchased, improved, or sold. Properties retained shall continue to meet eligibility criteria and shall confirm with the "changes in use" restrictions specified in *24 CFR Parts 570.503 (b)(7)*, as applicable.
6. All Grantee records with respect to any matters covered by this Agreement shall be made available to the City or HUD, at any time during normal business hours, as often as the City or HUD deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Grantee within 30 days after the Audit Report. Failure of the Grantee to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments.
7. At the City's discretion, the City may monitor the Grantee on-site to review all Grantee records with respect to any matters covered by this Agreement. A fifteen (15) day notice of an on-site monitoring will be provided and in accordance with 24 CFR 570 Part 570.502(b)(vii). On-site monitoring of the Grantee will be conducted less frequently than quarterly and more frequently than annually.
8. Under the conditions of 24 CFR 570.508, public access to program records shall be provided to citizens with reasonable access to records regarding the past use of CDBG funds, consistent with applicable State and local laws regarding privacy and obligations of confidentiality, notwithstanding 2 CFR 200.337.

C. REPORTING AND PAYMENT PROCEDURES:

1. Program Income

The Grantee agrees that this CDBG activity, as proposed, generates no program income as defined in *24 CFR 570.500(a)* and therefore, the requirements of *24 CFR 570.504* are not applicable to this project. This paragraph does not nullify any of the requirements described in Section 2-D of this Agreement.

2. Payment Procedures

The City will pay to the Grantee/Contractor funds available under this contract based upon information submitted by the Grantee and consistent with any approved budget, and City policy concerning payments. Payments will be made for eligible expenses actually incurred by the Grantee, and not to exceed actual cash requirements. In addition, the City reserves the right to liquidate funds available under this contract for costs incurred by the City on behalf of the Grantee. Final invoices must be received by City no later than 15 days after the end of the contract to be eligible for payment, unless an extension is given by the City.

3. Progress Reports

The Grantee shall submit regular progress reports to the City in the form, content, and frequency as required by the City.

D. PROCUREMENT:

1. Federal Standards

The Grantee shall procure all materials, property, or services in accordance with the requirements of *2 CFR Part 215.40*, Procurement Standards.

2. Compliance

The Grantee agrees to comply with current City policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided therein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the City upon termination of this contract.

E. OTHER PROGRAM REQUIREMENTS:

1. The Grantee shall carry out the activities under this contract in compliance with all Federal laws and regulations as described in *24 CFR 570 Subpart K*:

- (1) 570.600, General;
- (2) 570.601, Public Law 88-352 and Public Law 90-284; affirmatively furthering fair housing; Executive Order 11063; 99;
- (3) 570.602, Section 109 of the Act;
- (4) 570.603, Labor Standards;
- (5) 570.604, Environmental Standards;
- (6) 570.605, National Flood Insurance Program;
- (7) 570.606, Displacement, Relocation, Acquisition, and Replacement of Housing;

- (8) 570.607, Employment and Contracting Opportunities;
- (9) 570.608, Lead-Based Paint;
- (10) 570.609, Use of Debarred, Suspended or Ineligible Contractors or Subrecipients;
- (11) 570.610, Uniform Administrative Requirements and Cost Principles;
- (12) 570.611, Conflict of Interest;
- (13) 570.612, Executive Order 12372; and
- (14) 570.613, Eligibility Restrictions for Certain Resident Aliens;
- (15) 570.614, Architectural Barriers Act and the Americans with Disabilities Act; and except that:
 - (i) The Grantee does not assume the City's environmental responsibilities described in 570.604; and
 - (ii) The Grantee does not assume the City's responsibility for initiating the review process under the provisions of 24 CFR Part 52.

SECTION 4 – PERSONNEL & PARTICIPANT CONDITIONS

A. CIVIL RIGHTS :

1. Compliance

Grantee will comply with Federal requirements set forth in 24 CFR Part 5, subpart A which includes nondiscrimination and equal opportunity; disclosure requirements; debarred, suspended, or ineligible contractors; and drug-free workplace.

2. Nondiscrimination

The Grantee will not discriminate against any employee or applicant for employment, because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Grantee will take affirmative action to insure that all employment practices are free from such discrimination.

B. AFFIRMATIVE ACTION:

1. W/MBE

The Grantee will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract.

2. Access to Records

The Grantee shall furnish and cause each of its own subrecipients or subcontractors, to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

3. EEO Statement

The Grantee will, in all solicitations or advertisements for employees and/or contractors placed by or on behalf of the Grantee, state that it is an Equal Opportunity Employer under the provisions of 24 CFR 570.607(a).

4. Subcontract Provisions

The Grantee will include the provisions of the above paragraphs regarding Civil Rights and Affirmative Action in every subcontract, so that such provisions will be binding upon each of its own subrecipients or subcontractors. City will monitor all subcontracts/agreements to verify that Grantee is in compliance.

C. EMPLOYMENT RESTRICTIONS:

1. Labor Standards

The Grantee agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act, and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract.

- a. This requirement applies for all contractors engaged under contracts in excess of \$2,000 and shall apply to residential properties only if such property contains no less than 8 units; for construction, renovation, or repair work financed in whole or in part with assistance provided under this contract. The Grantee shall maintain and obtain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request. The Grantee shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of the paragraph.

2. Section 3 Clause

The Grantee affirms that to the maximum extent possible it will employ local (Section 3) contractors on any projects using CDBG funds (under the provisions of 24 CFR 135).

- a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution

of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

- c. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- d. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- g. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and sub contracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to

the maximum extent feasible, but not in derogation of compliance with section 7(b).

D. CONDUCT:

1. Assignability

The Grantee shall not assign this contract or any of the payments that become due without the written consent of the City.

2. Subcontracts

The Grantee shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the City prior to the execution of such an agreement.

a. The City will monitor all subcontracted services to assure contract compliance.

b. The Grantee shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

c. The Grantee shall undertake procedures to ensure that all contracts and subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of contracts and subcontracts shall be forwarded to the City along with documentation concerning the selection process.

3. Conflict of Interest

Except for approved administrative and/or personnel costs, no person having responsibilities dealing with CDBG assisted activities may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement, either for themselves or their family, during their tenure or for one year thereafter. In its entirety:

24 CFR §570.611 Conflict of interest.

(a) *Applicability.*

(1) In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 2 CFR 200.317 and 200.318, shall apply.

(2) In all cases not governed by 2 CFR 200.317 and 200.318, the provisions of this section shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the recipient or by its subrecipients to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to §570.202; or grants, loans, and other assistance to

businesses, individuals, and other private entities pursuant to §570.203, 570.204, 570.455, or 570.703(i)).

(b) *Conflicts prohibited.* The general rule is that no persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter. For the UDAG program, the above restrictions shall apply to all activities that are a part of the UDAG project, and shall cover any such financial interest or benefit during, or at any time after, such person's tenure.

(c) *Persons covered.* The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the recipient, or of any designated public agencies, or of subrecipients that are receiving funds under this part.

(d) *Exceptions.* Upon the written request of the recipient, HUD may grant an exception to the provisions of paragraph (b) of this section on a case-by-case basis when it has satisfactorily met the threshold requirements of (d)(1) of this section, taking into account the cumulative effects of paragraph (d)(2) of this section.

(1) *Threshold requirements.* HUD will consider an exception only after the recipient has provided the following documentation:

(i) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and

(ii) An opinion of the recipient's attorney that the interest for which the exception is sought would not violate State or local law.

(2) *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the recipient has satisfactorily met the requirements of paragraph (d)(1) of this section, HUD shall conclude that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project, taking into account the cumulative effect of the following factors, as applicable:

(i) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;

(ii) Whether an opportunity was provided for open competitive bidding or negotiation;

(iii) Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

(iv) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision making process with respect to the specific assisted activity in question;

(v) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (b) of this section;

(vi) Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

(vii) Any other relevant considerations.

4. Religious Organization

The Grantee agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the federal regulations specified in *24 CFR 570.200(j)*. The Grantee hereby certifies that none of the beneficiaries of its activities or services are based upon any religious preference.

5. Political Activities and Lobbying

The Grantee agrees that under *24 CFR 507.207*, the following activities will not be assisted with CDBG funds:

- a. Buildings or portions thereof, used for the general conduct of government as defined at § 570.3(d);
- b. General government expenses; and
- c. Political activities.
- d. The Grantee certifies, to the best of his or her knowledge and belief, that:

- (i) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;
- (ii) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing, or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
- (iii) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and
- (iv) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to penalty as authorized by section 1352, Title 31, U.S. Code.

APPROVED BY: THE CITY OF GREAT FALLS:

Gregory T. Doyon, City Manager

DATE: _____

ATTEST:
(Seal of the City)

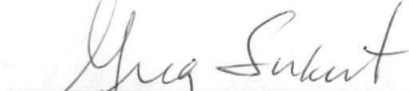
Lisa Kunz, City Clerk

APPROVED FOR LEGAL CONTENT:

Sara R. Sexe, City Attorney*

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

APPROVED BY: Great Falls Housing Authority



Greg Sukut, Executive Director



Commission Meeting Date: September 7, 2021

CITY OF GREAT FALLS
COMMISSION AGENDA REPORT

Item: Resolution 10427- A Resolution By The City Commission Of The City Of Great Falls, Montana, To Establish Planning and Community Development Engineering Fees In The City Of Great Falls

From: Craig Raymond, Director, Planning & Community Development

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

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

Action Requested: Set a Public Hearing for Resolution 10427 On September 21, 2021

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (set/not set) a Public Hearing for Resolution 10427 on September 21, 2021”

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

Staff Recommendation: Staff requests that the City Commission set a public hearing for September 21, 2021 to receive testimony related to a proposal to establish fees for land development engineering review and other miscellaneous work as performed by Planning & Community Development Department Engineers.

Summary: Many development projects in Great Falls require the installation of public infrastructure and/or other facilities that are not covered by other building permit review processes such as the construction of new public streets, on-site storm water treatment and retention/detention systems and water and/or sanitary sewer service lines. A new fee proposal has been developed that provides a fair, transparent and predictable methodology to cover costs associated with development review and engineer construction oversight activities. Additionally, P&CD engineering staff perform project management services for other city departments during the design, contracting and construction phases of capital facility projects.

Background: As early as November 2019, the City was preparing to transfer plan review, construction oversight and project management duties from the Engineering Division of Public Works to Planning & Community Development. As part of the transfer of duties, a different funding strategy and budget was developed to finance the staff FTE's along with related operational costs. Once the revenue source and budget parameters were known, staff then relied on feedback received as a result of numerous interviews and discussions conducted by Deputy City Manager Chuck Anderson. While the focus of the discussions

and interviews was on the development review process in a broader context, dissatisfaction with how and when infrastructure permit review and inspection fees were charged was a recurring theme. The fee system in place at the time was based on charging by the hour at the then current rate. The dissatisfaction with this system centered on the following concerns: 1) the inability of City staff to determine the total billing cost for development projects prior to their completion, 2) inconsistent billing periods and 3) a lack of detail and transparency on the invoices to itemize what work had been completed during that billing period. The requested outcome was a fee process that was fair, predictable, consistent and transparent.

With our marching orders in hand, representatives from P&CD and Engineering began working through different approaches to achieve these specific goals. While multiple possibilities were identified, the preferred proposal at that time was a flat percentage based on total construction cost of the public infrastructure being built under the permit. It was at this time that staff sought to create a development community working group with broad but targeted experienced representation that included developers, engineers, architects and commercial builders. The purpose of the working group was to present the fee proposal and to receive feedback. Ultimately, the general consensus of the group is that the flat percentage fee proposal was not acceptable. Beyond that however, consensus on what was acceptable was not clear. It became apparent to staff that different members of the group had differing priorities and different viewpoints on what was the fairest system. It's probable that each viewpoint could have been based on that individual's typical development scale and scope, their role in the development process and past experience with the city review and permitting process. Again, the working group was a broad representation of the development community that had differing levels of experience in designing and/or installing city subdivisions and infrastructure projects.

It was during these working group discussions that the idea of a hybrid proposal began to percolate and rise to the surface for consideration as a viable compromise. This is also when the idea of a "sliding scale" plan review fee was born. The hybrid proposal takes advantage of the three basic elements of the subdivision and infrastructure review process; plan review, engineer construction oversight and construction inspection services. The "sliding scale" plan review fee that is being proposed is intended to pay for the plan review and engineer construction oversight process. The construction inspection services are proposed to be billed monthly on an hourly basis for inspect-able work during construction. Coincidentally, a sliding scale is the same basic method that traditional building permits have been charged for at least 20 years and has largely been accepted as a fair, predictable and transparent system. The hourly rate represented in Resolution 10427 is proposed to be used for construction management services and other unanticipated miscellaneous billable activities.

The proposed plan review fee outlined in Resolution 10427 was developed by City staff through research of public infrastructure costs from fifteen (15) development projects that were constructed in Great Falls during the past ten (10) years. Once those costs were determined, they were plotted on a graph in comparison to the actual billed costs of City staff time that were necessary to review those projects. That comparison allowed a trend curve to be developed and a fair billing formula to be established based on that trend curve, i.e, the formula reflected in the Resolution – Billing Fee = $3.3182 \times ((\text{Infrastructure Cost})^{0.6593})$. Examples of how the proposed billing formula works are as follows:

Project # 1 – Public Improvements for the Thaniel Addition

■ Total Cost of Installed Public Infrastructure	-	\$1,810,550.00
■ Application of the Proposed Plan Review Billing Fee	- \$	44,327.89
■ Cost of the Plan Review Fee as a percentage of Project	-	2.45%

Project # 2 – Public Improvements for the Eagle Jet Hangar Project

- Total Cost of Installed Public Infrastructure - \$95,000.00
- Application of the Proposed Plan Review Billing Fee - \$ 6,349.15
- Cost of the Plan Review as a percentage of the Project - 6.68%

The proposed sliding scale fee approach accomplishes the following: (1) it reduces the plan review fee percentage slightly for larger projects; (2) it still compensates staff fairly for review time; and (3) most importantly, can be calculated upfront so developers can better understand this particular “soft cost” component when developing project budgets.

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

Fiscal Impact: The total fiscal year budget for two development review engineers is approximately \$228,761. Plan review and construction oversight represent roughly half of the anticipated revenue projections at \$110,364. Miscellaneous permit revenue is projected at \$17,975, Building Safety Division Fund contribution is proposed to be \$50,000 annually and city project management is budgeted at \$50,422.

Alternatives: The City Commission may vote to reject Resolution 10427 in favor of an alternate preferred approach or simply to continue with the current system of charging by billable hours monthly.

Concurrences: Representatives from the Public Works Department were an integral partner in the development of Resolution 10427 as well as Deputy City Manager Chuck Anderson.

Attachments/Exhibits:

Resolution 10427

RESOLUTION NO. 10427

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, TO ESTABLISH PLANNING AND COMMUNITY DEVELOPMENT ENGINEERING FEES IN THE CITY OF GREAT FALLS

WHEREAS, Title 12 of the Official Code of the City of Great Falls (OCCGF) includes provisions for processing of permit applications for construction of or within city boulevards, sidewalks and streets; and

WHEREAS, Title 12 OCCGF includes a provision that the City Commission may, at its discretion, set and revise application fees by resolution; and

WHEREAS, Title 13 of the Official Code of the City of Great Falls (OCCGF) includes provisions for processing of permit applications for construction or modification of Water, Sewer and Storm Drainage Systems; and

WHEREAS, Title 13 OCCGF includes a provision that the City Commission may, at its discretion, set and revise application fees by resolution; and

WHEREAS, Title 17 of the Official Code of the City of Great Falls (OCCGF) includes provisions for processing of applications for land use and development projects; and

WHEREAS, Title 17 OCCGF includes a provision that the City Commission may, at its discretion, set and revise application fees by resolution.

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

1. Fees for plan review and engineer construction oversight shall be:

$$\text{Fee} = 3.3182 * ((\text{Infrastructure Cost})^{0.6593})$$
2. Engineer construction management services \$108.00 per hour

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, September 21, 2021.

Bob Kelly, Mayor

ATTEST:

Lisa Kunz, City Clerk

(CITY SEAL)

APPROVED FOR LEGAL CONTENT:

Sara R. Sexe, City Attorney



Commission Meeting Date: September 7, 2021

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Resolution 10431 - Establishing Fees for the City of Great Falls
Engineering Division of the Public Works Department

From: Engineering Division

Initiated By: Public Works Department

Presented By: Paul Skubinna, PE, Public Works Director

Action Requested: Set a Public Hearing for Resolution 10431 On September 21, 2021

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (set/not set) a Public Hearing for Resolution 10431 on September 21, 2021”

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

Staff Recommendation: Staff requests that the City Commission set a public hearing for September 21, 2021 to receive testimony related to a proposal to establish fees for construction inspection and other miscellaneous work as performed by the City of Great Falls Engineering Division.

Summary: Many development projects in Great Falls require the installation of public infrastructure such as water mains, sewer mains, storm mains, and the construction of City roads. After numerous internal discussions and public meetings, it was determined that continuing with the traditional method of charging by the hour for privately installed infrastructure was a fair and preferred method.

Background: The Engineering Division of the Public Works Department is responsible for the inspection of construction for privately installed infrastructure that will be dedicated to the City as part of a subdivision or other development. Most commonly, this includes the installation of streets, water mains, sanitary sewer mains, and storm drains to serve new subdivisions being annexed into the City. The inspection of privately installed infrastructure was originally approved in 2003. Engineering also inspects sidewalks, driveways, curb cuts, fire lines, and sanitary sewer service installation and repairs. Engineering also charges for copies and similar services.

Fees have been adjusted at various times over the years, although the last adjustment was approved in 2014. Inflation and fixed or drastically reduced General Fund reimbursement of unrecovered costs dictate that fees must be adjusted to cover costs. While it should be noted that revenues from construction inspection decreased during the 2008 recession, activity has rebounded to pre-recession levels. It is

uncertain at this point how the ongoing global pandemic will effect new development and City growth in the future; however, initial indications are that inflation is rising and much more rapidly, along with increased workload, creating some urgency to adjust these fees now.

Fiscal Impact: Since revenues from inspections are related directly to the level of development and construction activity plus the actual types of work being performed, increases in revenue will vary from year to year. Approving these fees will allow the City to curve its costs, while providing a service critical to reliable infrastructure that is required by the Department of Environmental Quality (DEQ) and at a cost to the contractor that is less than that of a third party hired to perform the same service. As such, the Engineering Division is proposing to adjust the current fees by approximately 2% for each of the last seven years.

Alternatives: The City Commission may vote to reject Resolution 10431 and not increase fees. The result would be to continue losing money with these activities or increase General Fund reimbursement to cover losses.

Concurrences: Representatives from the Public Works Department were an integral partner in the development of Resolution 10431.

Attachments/Exhibits:

Resolution 10431

RESOLUTION NO. 10431**A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, ESTABLISHING FEES FOR THE CITY OF GREAT FALLS ENGINEERING DIVISION OF THE PUBLIC WORKS DEPARTMENT**

WHEREAS, a primary duty of the Engineering Division of the City of Great Falls' Public Works Department is to ensure that privately installed infrastructure that will be dedicated to the City meets established standards for quality and durability; and

WHEREAS, said duty requires staff time, equipment, and materials; and

WHEREAS, the Great Falls City Commission adopted Resolution No. 9582 on June 20, 2006, revising the fee schedule for concrete inspect fees, and Resolution No. 9669, on June 19, 2007, revising the fee schedule for Engineering Division Construction Inspect Fees, and Resolution No. 10075 on May 20, 2014, Establishing fees for the Engineering Division;

WHEREAS, since 2014, the cost associated with providing these services have increased; and

WHEREAS, the effects of the ongoing global pandemic will likely result in inflation rising much more rapidly than what happened historically.

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

Fees for the Engineering Division of the City of Great Falls' Public Works Department are established as follows:

A. Subdivision Infrastructure and Extensions

	<u>Current Fees</u>	<u>Proposed Fees</u>
Project Engineer	\$96.00/hour	\$108.00/hour
Inspector	\$59.00/hour	\$66.00/hour
Inspector Overtime	\$71.00/hour	\$80.00/hour

B. Concrete, Sanitary Sewer, and Fire Line Inspections; Boulevard Encroachment Permits

	<u>Current Fees</u>	<u>Proposed Fees</u>
Curb Cut	\$35.00/each	\$40.00/each
Driveway	\$35.00/each	\$40.00/each
Sidewalk (first 100 L.F.)	\$35.00/each	\$40.00/each
Sidewalk (each additional 100 L.F.)	\$5.00/each	\$5.00/each
Sidewalk Replacement	\$25.00/each	\$30.00/each
Curb & Gutter	\$35.00/each	\$40.00/each
Concrete Re-Inspection	\$25.00/each	\$30.00/each

Mudjacking Concrete	\$20.00/each	\$25.00/each
Sewer Service Inspection	\$100.00/each	\$110.00/each
Sewer Service RE-Inspection	\$25.00/each	\$ 30.00/each
Fire Line Inspection	\$59.00/hour (inspector)	\$66.00/hour (Inspector)
	\$96.00/hour (Engineer)	\$108.00/hour (Engineer)
Boulevard Enchr. Permit	\$50.00/each	\$50.00/each

C. Plans, Specifications and Copies

Contract Plans & Specifications Without 24"x36" Sheets: \$30.00

Contract Planes & Specifications With 24"x36" Sheets: \$25.00 for the first sheet

Plus \$5.00 per each additional sheet

Contract Plans and Specifications Provided by Consultants: Above Rates, or the
Consultant's Charges Plus 20%

Auxiliary Reports: \$100.00

Legal or Letter Size Copies: \$0.25

11"x17" Copies: \$0.50

11"x17 Aerial Print \$7.00

24"x36" Aerial Print \$10.00

24"x36" Print: \$5.00

1" = 1250' City Base Map: \$7.00

Outsourced Copying: Cost Plus 50%

Staff Research: Staff Member's Hourly Pay Rate x 2.90

Aerial Panels, 2500'x2500', Digital Format: \$35.00 Plus Cost of CDs, Postage and
Handling, if Applicable

BE IT FURTHER RESOLVED that Resolution No. 10075 is hereby superseded by these terms.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana,
on this 21st day of September, 2021.

Bob Kelly, Mayor

ATTEST:

Lisa Kunz, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

Sara R. Sexe, City Attorney



Commission Meeting Date: September 7, 2021

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Ordinance 3232: OCCGF Title 17, Chapter 20 Garage and Accessory Structures Amendments

From: Planning and Community Development Department

Initiated By: Planning and Community Development Department

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

Action Requested: City Commission adopt Ordinance 3232

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) Ordinance 3232.”

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

Planning Advisory Board Recommendation: At the conclusion of a Planning Advisory Board meeting held on July 27th, 2021, the Planning Advisory Board recommended that the City Commission adopt Ordinance 3232.

Background: First adopted in 2005 as the City’s first comprehensive, inclusive compilation of code provisions relating to development, Title 17 of the Official Code of the City of Great Falls (OCCGF) has been modified a number of times to keep the Title relevant and to correct errors or omissions in the original adopted Title.

In 2019 and 2020, the City of Great Falls Board of Adjustment (BOA) received, and had to deny, two variance requests for larger garages that exceeded the current square footage limitations in Title 17. After reviewing the requests, a member of the BOA asked Staff to review the current code regulations regarding accessory structure square footage allowances, and determine if there was an opportunity to increase the sizes for accessory structure square footage on larger city lots. In addition to the specific request to amend the City’s code to allow greater square footage for these structures, Staff has talked to

a number of residents who have been interested in building larger detached garages to store vehicles such as recreational vehicles, boats, and campers that are currently being stored in yards or parked on City streets.

Based upon Staff's comprehensive review of City code, input from a focus group, and comparisons with codes from other communities, staff is recommending revisions to Chapter 20, Articles 4 and 7.

Review Process:

The general process that staff followed to develop the proposed code changes included:

- Comparing the Code's requirements for garages and other accessory structure to those of four different cities within Montana. The cities that were used for comparison were Missoula, Bozeman, Kalispell, and Billings. Generally, Great Falls was on the lower end of requirements (e.g. allowed for more square footage) among the various codes that were reviewed;
- Meeting with a focus group of professionals within the building community to solicit input regarding possible opportunities for code changes to allow for larger accessory structures. This group unanimously supported the staff's proposal to increase square footage allowance for such structures on larger city lots;
- Line-by-line review of the Chapter to identify areas that needed clarification and also to identify redundant, unused or outdated provisions; and,
- Re-formatting to match the format of other, recently adopted Titles of the OCCGF, as well as correction of grammatical or wording errors.

Summary of Amendments:

Three attachments are being provided to the City Commission for its review. Exhibit A shows the text changes in bold and strikethrough text. Exhibit B is a simple clean copy of the amended text. Exhibit C summarizes each code change with brief explanations of staff's rationale. In summary, four major changes are proposed:

1. **Clarification of Design Standards Table.** Currently the code intermingles the standards for principal and accessory structures in a single table. Staff proposes to break out the standards for accessory structures (detached garages, carports, and sheds) to make them easier for code users to find, as well as to define standards that currently are not called out within the code.
2. **Create flexibility.** Staff proposes to increase the maximum height of accessory structures to 24 feet across residential zoning districts rather than requiring a lower height when the home on the lot is one-story. This will create more flexible storage space to accommodate larger vehicles. Staff also proposes increasing the setbacks for accessory structures from two feet to five feet to balance out the larger height allowance.
3. **Update language.** The use of the term "accessory structures" is proposed to replace the term "garages" to categorize structures including, but not limited to, detached garages, sheds, and carports. Staff currently reviews permits for these structures if they are at least 200 square feet to ensure that the aggregate square footage in the code is not being exceeded. Since sheds, carports and other structures are already counted towards the allowed square footage for cumulative garage area, staff is clarifying the code to make sure these structures count towards the allowed square footage for each lot.

4. **Increase maximum square footage allowances.** This is the most important change to the code being driven by citizen input. Currently, the allowed cumulative square footage for attached garages, detached garages and other structures is as follows:

Lot Size (Square Feet)	Total Maximum Garage Area (Square Feet)
7,500	1,200
7,501 to 10,000	1,400
10,001 to 43,559	1,600
43,560 (1 acre) and higher	1,800

Staff is proposing to revise the current square footage table to increase allowable cumulative area as shown in the table below.

Exhibit 20-9. Cumulative Accessory Structure area limitations

Lot Size (Square Feet)	Cumulative Accessory Structure Area (Square Feet)
≤ 7,500	1,200
7,501 to 11,000	1,400
11,000 to 21,780	2,000
21,781 to 43,560	2,500
43,561 and higher	3,000

Staff recommends changing the current code table to create five tiers of lot sizes rather than four. There are simply too many lots within the City's jurisdiction that are between 10,000 square feet and one acre to have only one square footage allowance for accessory structures. Staff proposes two categories, both with larger square footage allowances. Also, staff is proposing a significant increase in the cumulative area allowed for accessory structures on lots over one acre. These lots are fairly rare in the City and are chosen by many residents who have a number of personal vehicles that need to be stored.

Fiscal Impact: The proposed amendments to Title 17, Chapter 20 are not expected to have any negative fiscal impact to the City of Great Falls. Instead, staff believes that the proposed revisions to the Code will have a positive impact on development in the community.

Alternatives: Alternatively, the City Commission could deny Ordinance 3232.

Concurrences: The City Legal Department concurs with the proposed amendments.

Attachments/Exhibits:

Ordinance 3232

Exhibit A: Title 17 – Land Development Code – Chapter 20 Land Use amendments (bolded/strikethrough)

Exhibit B: Title 17 – Land Development Code – Chapter 20 Land Use amendments (clean version)

Exhibit C: Summary of Proposed Amendments

ORDINANCE 3232

AN ORDINANCE AMENDING TITLE 17 OF THE OFFICIAL CODE OF THE CITY OF GREAT FALLS (OCCGF): CHAPTER 20 LAND USE, ARTICLES 4 AND 7 REGARDING PRIVATE GARAGES AND ACCESSORY STRUCTURES WITHIN RESIDENTIAL ZONING DISTRICTS.

* * * * *

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 has recognized deficiencies in OCCGF Title 17, Chapter 20, including but not limited to, grammatical, formatting, and referencing deficiencies; and

WHEREAS, the City Commission wishes to cure the deficiencies and make substantive amendments to OCCGF Title 17, Chapter 20, as well as to establish consistency within the OCCGF and, where applicable, the Montana Code Annotated; and

WHEREAS, at its regularly scheduled July 27, 2021 meeting, the Great Falls Planning Advisory Board recommended that the City Commission adopt Ordinance 3232; and

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

Section 1. OCCGF Title 17, Chapter 20, Articles 4 and 7 are hereby amended 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 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 August 17, 2021.

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

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 3232 on the Great Falls Civic Center posting board and the Great Falls City website.

Lisa Kunz, City Clerk

(CITY SEAL)

Ordinance 3232 – Exhibit “A”

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17.20.4.020 Exceptions.

The following are exemptions to the standards:

1. The requirements for the rear yard on through lots do not apply when the area of such required rear yard is provided elsewhere on the lot.
2. Every part of a required yard shall be open from its lowest points to the sky unobstructed, except for the projections of sills, belt courses, cornices, and ornamental features not to exceed four (4) inches.
3. Open or lattice enclosed fire escapes, fireproof outside stairways, and solid floored balconies opening upon fire towers, projecting into a yard not more than five (5) feet or into a court not more than three and one-half (3½) feet and the ordinary projections of chimneys and flues shall be permitted where the same are so placed as not to obstruct the light and ventilation.
4. An unenclosed front porch on a single family residence may extend into the front yard setback up to nine (9) feet, provided the porch does not occupy more than sixty (60) percent of the width of the main part of the house.
5. Steps and eaves are allowed to encroach into the front and side yard setbacks.

Exhibit 20-4. Development standards for residential zoning districts

~~(see footnotes [4], [5] & [7] for general standards)~~ **(See footnotes below for additional standards)**

Standard	R-1	R-2	R-3	R-5	R-6	R-9	R-10
Residential density	-	-	-	1,875 sq. feet of lot area per dwelling unit	500 sq. feet of lot area per dwelling unit	1,200 sq. feet of lot area per dwelling unit	10 dwelling units per acre
Minimum lot size for newly created lots	15,000 sq. feet	11,000 sq. feet	7,500 sq. feet	7,500 sq. feet	7,500 sq. feet	7,500 sq. feet	n/a
Minimum lot width for newly created lots	90 feet	80 feet	60 feet	50 feet	50 feet	50 feet	n/a
Lot proportion for newly created lots (maximum depth to width)	3:1	3:1	2.5:1	2.5:1	2.5:1	2.5:1	n/a
Maximum building height of principal building	35 feet	35 feet	35 feet	45 feet	65 feet	35 feet, single-family 50 feet, multi-family	12 feet to exterior wall
Maximum building height of detached private garage [1]	24 feet, but may not be higher than the uppermost elevation of the principal building	24 feet, but may not be higher than the uppermost elevation of the principal building	24 feet, but may not be higher than the uppermost elevation of the principal building	24 feet, but may not be higher than the uppermost elevation of the principal building	24 feet, but may not be higher than the uppermost elevation of the principal building	24 feet, but may not be higher than the uppermost elevation of the principal building	16 feet
Maximum building height of other accessory buildings	12 feet	12 feet	12 feet	12 feet	12 feet	12 feet	12 feet
Minimum front yard setback [2]	30 feet	20 feet	20 feet	10 feet	15 feet	10 feet	n/a

Minimum side yard setback [3]	Principal building: 15 feet each side; accessory building: 2 feet each side provided the front of the building is at least 50 feet from the front lot line	Principal building: 8 feet each side; accessory building: 2 feet each side provided the front of the building is at least 40 feet from the front lot line	Principal building: 6 feet each side; accessory building: 2 feet provided the front of the building is at least 40 feet from the front lot line	4 feet; 8 feet if adjoining a R-1, R-2, R-3 district	5 feet; 10 feet if adjoining a R-1, R-2, R-3 district	Principal building: 6 feet each side; accessory building: 2 feet each side provided the front of the building is at least 40 feet from the front lot line	n/a
Minimum rear yard setback [7]	20 feet for lots less than 150 feet in depth; 25 feet for lots 150 feet in depth and over	15 feet for lots less than 150 feet in depth; 20 feet for lots 150 feet in depth and over	10 feet for lots less than 150 feet in depth; 15 feet for lots 150 feet in depth and over	10 feet for lots less than 150 feet in depth; 15 feet for lots 150 feet in depth and over	15 feet	10 feet for lots less than 150 feet in depth; 15 feet for lots 150 feet in depth and over	n/a
Maximum lot coverage of principal and accessory buildings structures	Corner lot: 40% Other types: 30%	Corner lot: 45% Other types: 35%	Corner lot: 55% Other types: 50%	Corner lot: 60% Other types: 50%	Corner lot: 70% Other types: 60%	Corner lot: 70% Other types: 60%	none
Detached Garages and other Accessory Structures							
Maximum building height	24 feet	24 feet	24 feet	24 feet	24 feet	24 feet	16 feet

Minimum front yard setback [5]	30 feet, but may not be closer to the front lot line than the principal structure	20 feet, but may not be closer to the front lot line than the principal structure	20 feet, but may not be closer to the front lot line than the principal structure	10 feet, but may not be closer to the front lot line than the principal structure	15 feet, but may not be closer to the front lot line than the principal structure	10 feet, but may not be closer to the front lot line than the principal structure	n/a
Minimum side yard setback	5 feet	5 feet	5 feet	4 feet; 8 feet if adjoining an R-1, R-2, R-3 district	5 feet; 10 feet if adjoining an R-1, R-2, R-3 district	5 feet	n/a
Minimum rear yard setback	5 feet	5 feet	5 feet	5 feet	5 feet	5 feet	5 feet

[1] Attached private garages are considered a part of the principal building for application of height and setback development standards, **but must conform to all standards found in 17.20.7.060. (Ord. 3232, 2021)**

[2] ~~An unenclosed front porch on a single family residence may extend into the front yard setback up to nine (9) feet, provided the porch does not occupy more than sixty (60) percent of the length of the main part of the house. See Section 17.20.6.020 for side yard requirements for zero lot line projects and Section 17.20.7.010 for accessory buildings with accessory living spaces. (Ord. 3232, 2021; Ord. 2950, 2007)~~

[3] ~~See Section 17.20.6.020 for side yard requirements for zero lot line projects and Section 17.20.7.010 for accessory buildings with accessory living spaces. An existing structure that does not meet the setback requirements stated above can be rebuilt on its original foundation or the original foundation location. (Ord. 3232, 2021)~~

[4] ~~Smaller lots and reduced setbacks and frontages may be accomplished through a Planned Unit Development (PUD). For townhomes, see Section 17.20.6.050 for additional and superseding requirements. (Ord. 3232, 2021)~~

[5] ~~An existing structure that does not meet the setback requirements stated above can be rebuilt on its original foundation or the original foundation location. If a principal structure is located greater than 50 feet from the front lot line, the accessory structure~~

may be located closer to the front lot line, provided that the accessory structure meets the minimum front yard setback. (Ord. 3232, 2021)

~~[6] For townhouses, see Section 17.20.6.050 for additional and superseding requirements. (Ord. 3232, 2021; Ord. 2950, 2007)~~

~~[7] Permitted accessory structures and buildings shall have a minimum rear setback of 2 feet in all residential zoning districts. (Ord. 3232, 2021; Ord. 2950, 2007)~~

...

17.20.7.060 – ~~Garage, private~~ Private Garages and Accessory Structures within Residential Zoning Districts

Private garages **and Accessory Structures** shall occupy no more than the **cumulative** area shown in Exhibit 20-9, provided other development standards can be met.

A. **Measurement.** ~~Garage area and Accessory Structure area~~ limitation measurements are guided by the following provisions:

1. Measurements are cumulative of all garage spaces, ~~including all detached and attached private garages and accessory structures, including but not limited to sheds and carports.~~
2. Measurements include only the square footage of the ground or main floor level.
3. Upper stories or loft storage areas are excluded from the measurement of area for the purpose of compliance with Exhibit 20-9; however, ground level accessory living spaces, if included in a garage building, are included in the calculation.

Exhibit 20-9. ~~Garage~~ **Cumulative** area limitations

Lot Size (Square Feet)	Total Maximum Garage Cumulative Area (Square Feet)
≤ 7,500	1,200
7,501 to 10,000 11,000	1,400

10,001 to 43,559 11,001 to 21,780	1,600 2,000
21,781 to 43,560	2,500
43,560 (1 acre) and higher 43,561 and higher	1,800 3,000

(Ord. 3232, 2021; Ord. 3087, 2012)

17.20.4.020 Exceptions.

The following are exemptions to the standards:

1. The requirements for the rear yard on through lots do not apply when the area of such required rear yard is provided elsewhere on the lot.
2. Every part of a required yard shall be open from its lowest points to the sky unobstructed, except for the projections of sills, belt courses, cornices, and ornamental features not to exceed four (4) inches.
3. Open or lattice enclosed fire escapes, fireproof outside stairways, and solid floored balconies opening upon fire towers, projecting into a yard not more than five (5) feet or into a court not more than three and one-half (3½) feet and the ordinary projections of chimneys and flues shall be permitted where the same are so placed as not to obstruct the light and ventilation.
4. An unenclosed front porch on a single family residence may extend into the front yard setback up to nine (9) feet, provided the porch does not occupy more than sixty (60) percent of the width of the main part of the house.
5. Steps and eaves are allowed to encroach into the front and side yard setbacks.

Exhibit 20-4. Development standards for residential zoning districts

(See footnotes below for additional standards)

Standard	R-1	R-2	R-3	R-5	R-6	R-9	R-10
Residential density	-	-	-	1,875 sq. feet of lot area per dwelling unit	500 sq. feet of lot area per dwelling unit	1,200 sq. feet of lot area per dwelling unit	10 dwelling units per acre
Minimum lot size for newly created lots	15,000 sq. feet	11,000 sq. feet	7,500 sq. feet	7,500 sq. feet	7,500 sq. feet	7,500 sq. feet	n/a
Minimum lot width for newly created lots	90 feet	80 feet	60 feet	50 feet	50 feet	50 feet	n/a

Lot proportion for newly created lots (maximum depth to width)	3:1	3:1	2.5:1	2.5:1	2.5:1	2.5:1	n/a
Maximum building height of principal building [1]	35 feet	35 feet	35 feet	45 feet	65 feet	35 feet, single-family 50 feet, multi-family	12 feet to exterior wall
Minimum front yard setback [2]	30 feet	20 feet	20 feet	10 feet	15 feet	10 feet	n/a
Minimum side yard setback [3]	Principal building: 15 feet each side	Principal building: 8 feet each side	Principal building: 6 feet each side	4 feet; 8 feet if adjoining a R-1, R-2, R-3 district	5 feet; 10 feet if adjoining a R-1, R-2, R-3 district	Principal building: 6 feet each side	n/a
Minimum rear yard setback	20 feet for lots less than 150 feet in depth; 25 feet for lots 150 feet in depth and over	15 feet for lots less than 150 feet in depth; 20 feet for lots 150 feet in depth and over	10 feet for lots less than 150 feet in depth; 15 feet for lots 150 feet in depth and over	10 feet for lots less than 150 feet in depth; 15 feet for lots 150 feet in depth and over	15 feet	10 feet for lots less than 150 feet in depth; 15 feet for lots 150 feet in depth and over	n/a
Maximum lot coverage of principal and accessory structures	Corner lot: 40% Other types: 30%	Corner lot: 45% Other types: 35%	Corner lot: 55% Other types: 50%	Corner lot: 60% Other types: 50%	Corner lot: 70% Other types: 60%	Corner lot: 70% Other types: 60%	none
Detached Garages and other Accessory Structures							

Maximum building height for accessory structures	24 feet	24 feet	24 feet	24 feet	24 feet	24 feet	16 feet
Minimum front yard setback for accessory structures [5]	30 feet, but may not be closer to the front lot line than the principal structure	20 feet, but may not be closer to the front lot line than the principal structure	20 feet, but may not be closer to the front lot line than the principal structure	10 feet, but may not be closer to the front lot line than the principal structure	15 feet, but may not be closer to the front lot line than the principal structure	10 feet, but may not be closer to the front lot line than the principal structure	n/a
Minimum side yard setback for accessory structures	5 feet	5 feet	5 feet	4 feet; 8 feet if adjoining an R-1, R-2, R-3 district	5 feet; 10 feet if adjoining an R-1, R-2, R-3 district	5 feet	n/a
Minimum rear yard setback for accessory structures	5 feet	5 feet	5 feet	5 feet	5 feet	5 feet	5 feet

- [1] Attached private garages are considered a part of the principal building for application of height and setback development standards, but must conform to all standards found in 17.20.7.060.
- [2] See Section 17.20.6.020 for side yard requirements for zero lot-line projects and Section 17.20.7.010 for accessory buildings with accessory living spaces.
- [3] An existing structure that does not meet the setback requirements stated above can be rebuilt on its original foundation or the original foundation location.
- [4] For townhouses, see Section 17.20.6.050 for additional and superseding requirements.
- [5] If a principal structure is located greater than 50 feet from the front lot line, the accessory structure may be located closer to the front lot line, provided that the accessory structure meets the minimum front yard setback.

17.20.7.060 – Private Garages and Accessory Structures within Residential Zoning Districts.

Private garages and Accessory Structures shall occupy no more than the cumulative area shown in Exhibit 20-9, provided other development standards can be met.

A. **Measurement.** Garage and Accessory Structure area limitation measurements are guided by the following provisions:

1. Measurements are cumulative of all garage spaces and accessory structures, including but not limited to shed, and carports.
2. Measurements include only the square footage of the ground or main floor level.
3. Upper stories or loft storage areas are excluded from the measurement of area for the purpose of compliance with Exhibit 20-9; however, ground level accessory living spaces, if included in an accessory structure, are included in the calculation.

Exhibit 20-9. Cumulative area limitations

Lot Size (Square Feet)	Cumulative Area (Square Feet)
≤ 7,500	1,200
7,501 to 11,000	1,400
11,001 to 21,780	2,000
21,781 to 43,560	2,500
43,561 and higher	3,000

Exhibit C – Summary of Proposed Amendments

Proposed Amendment							Reason for Amendment																																								
17.20 Land Use																																															
17.20.4 – Lot Area And Dimensional Standards																																															
17.20.4.010 - Generally																																															
<table><tr><th colspan="8">Detached Garages and other Accessory Structures</th></tr><tr><td>Maximum building height</td><td>24 feet</td><td>24 feet</td><td>24 feet</td><td>24 feet</td><td>24 feet</td><td>24 feet</td><td>16 feet</td></tr><tr><td>Minimum front yard setback [5]</td><td>30 feet, but may not be closer to the front lot line than the principal structure</td><td>20 feet, but may not be closer to the front lot line than the principal structure</td><td>20 feet, but may not be closer to the front lot line than the principal structure</td><td>10 feet, but may not be closer to the front lot line than the principal structure</td><td>15 feet, but may not be closer to the front lot line than the principal structure</td><td>10 feet, but may not be closer to the front lot line than the principal structure</td><td>n/a</td></tr><tr><td>Minimum side yard setback</td><td>5 feet</td><td>5 feet</td><td>5 feet</td><td>4 feet; 8 feet if adjoining an R-1, R-2, R-3 district</td><td>5 feet; 10 feet if adjoining an R-1, R-2, R-3 district</td><td>5 feet</td><td>n/a</td></tr><tr><td>Minimum rear yard setback</td><td>5 feet</td><td>5 feet</td><td>5 feet</td><td>5 feet</td><td>5 feet</td><td>5 feet</td><td>5 feet</td></tr></table>							Detached Garages and other Accessory Structures								Maximum building height	24 feet	24 feet	24 feet	24 feet	24 feet	24 feet	16 feet	Minimum front yard setback [5]	30 feet, but may not be closer to the front lot line than the principal structure	20 feet, but may not be closer to the front lot line than the principal structure	20 feet, but may not be closer to the front lot line than the principal structure	10 feet, but may not be closer to the front lot line than the principal structure	15 feet, but may not be closer to the front lot line than the principal structure	10 feet, but may not be closer to the front lot line than the principal structure	n/a	Minimum side yard setback	5 feet	5 feet	5 feet	4 feet; 8 feet if adjoining an R-1, R-2, R-3 district	5 feet; 10 feet if adjoining an R-1, R-2, R-3 district	5 feet	n/a	Minimum rear yard setback	5 feet	5 feet	5 feet	5 feet	5 feet	5 feet	5 feet	Call out standards for accessory structures to provide clarity to users
Detached Garages and other Accessory Structures																																															
Maximum building height	24 feet	24 feet	24 feet	24 feet	24 feet	24 feet	16 feet																																								
Minimum front yard setback [5]	30 feet, but may not be closer to the front lot line than the principal structure	20 feet, but may not be closer to the front lot line than the principal structure	20 feet, but may not be closer to the front lot line than the principal structure	10 feet, but may not be closer to the front lot line than the principal structure	15 feet, but may not be closer to the front lot line than the principal structure	10 feet, but may not be closer to the front lot line than the principal structure	n/a																																								
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Minimum rear yard setback	5 feet	5 feet	5 feet	5 feet	5 feet	5 feet	5 feet																																								

Exhibit C – Summary of Proposed Amendments

								Creates more flexibility for accessory structures on lots that have single level homes
Maximum building height	24 feet	24 feet	24 feet	24 feet	24 feet	24 feet	16 feet	
								Preserves neighborhood character by encouraging placing accessory structures on the back of lots, while providing flexibility for lots with homes set on the rear of the lot
Minimum front yard setback [5]	30 feet, but may not be closer to the front lot line than the principal structure	20 feet, but may not be closer to the front lot line than the principal structure	20 feet, but may not be closer to the front lot line than the principal structure	10 feet, but may not be closer to the front lot line than the principal structure	15 feet, but may not be closer to the front lot line than the principal structure	10 feet, but may not be closer to the front lot line than the principal structure	n/a	

Exhibit C – Summary of Proposed Amendments

								Increased the side yard setback to offset the increased height
Minimum side yard setback	5 feet	5 feet	5 feet	4 feet; 8 feet if adjoining an R-1, R-2, R-3 district	5 feet; 10 feet if adjoining an R-1, R-2, R-3 district	5 feet	n/a	
								Increased the rear setback to accommodate drainage and grading off the alleys, and to offset the increase in height
Minimum rear yard setback	5 feet	5 feet	5 feet	5 feet	5 feet	5 feet	5 feet	

Exhibit C – Summary of Proposed Amendments

<p>[1] Attached private garages are considered a part of the principal building for application of height and setback development standards, but must conform to all standards found in 17.20.7.060.</p> <p>[2] An unenclosed front porch on a single family residence may extend into the front yard setback up to nine (9) feet, provided the porch does not occupy more than sixty (60) percent of the length of the main part of the house.</p> <p>(Ord. 2950, 2007) See section 17.20.6.020 for side yard requirements for zero lot line projects and Section 17.20.7.010 for accessory buildings with accessory living spaces.</p> <p>[3] See Section 17.20.6.020 for side yard requirements for zero lot line projects and Section 17.20.7.010 for accessory buildings with accessory living spaces. An existing structure that does not meet the setback requirements stated above can be rebuilt on its original foundation or the original foundation location.</p> <p>[4] Smaller lots and reduced setbacks and frontages may be accomplished through a Planned Unit Development (PUD). For townhomes, see Section 17.20.6.050 for additional and superseding requirements.</p> <p>[5] An existing structure that does not meet the setback requirements stated above can be rebuilt on its original foundation or the original foundation location. If a principal structure is located greater than 50 feet from the front lot line, the accessory structure may be located closer to the front lot line, provided that the accessory structure meets the minimum front yard setback.</p> <p>[6] For townhouses, see Section 17.20.6.050 for additional and superseding requirements.</p> <p>(Ord. 2950, 2007)</p> <p>[7] Permitted accessory structures and buildings shall have a minimum rear setback of 2 feet in all residential zoning districts.</p>	<p>Update footnotes to reflect changes in the design standards table</p>
17.20.7 – Special Standards for Accessory Uses	
17.20.7.060 Garage, private Private Garages and Accessory Structures within Residential Zoning Districts	
<p>Private garages and Accessory Structures shall occupy no more than the cumulative area shown in Exhibit 20-9, provided other development standards can be met.</p>	<p>Codify current code interpretations by adding requirements for cumulative square foot area</p>

Exhibit C – Summary of Proposed Amendments

Lot Size (Square Feet)		Total Maximum Garage Cumulative Area (Square Feet)	Added categories of lot size to reflect requirement of zoning districts, as well as increased maximum allowance on large lots
≤ 7,500		1,200	
7,501 to 10,000	11,000	1,400	
10,001 to 43,559	11,001 to 21,780	1,600 2,000	
21,781 to 43,560		2,500	
43,560 (1 acre) and higher	43,561 and higher	1,800 3,000	



Commission Meeting Date: September 7, 2021

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Ordinance 3230, “An Ordinance Amending Title 10 of the Official Code of the City of Great Falls (OCCGF) to Prohibit the Long-Term Parking and/or Storage of Recreational Vehicles, Utility Trailers or Vessels in Residential Districts”

From: Legal Department

Initiated By: Legal Department

Presented By: Jeff Hindoen, Deputy City Attorney

Action Requested: Conduct Public Hearing and adopt Ordinance 3230 on Second Reading.

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) Ordinance 3230.”
 2. Mayor requests a second to the motion, Commission discussion, and calls for the vote.
-

Staff Recommendation: Staff recommends that the Commission adopt Ordinance 3230.

Background: For several years now, members of the City Commission and City staff have received a steady flow of citizen complaints regarding the long-term parking and/or storage of large recreational vehicles, trailers and/or boats on streets within residential zoning districts. The complaints have historically been directed at the safety risk posed by the long-term and high-volume presence of such vehicles on residential streets and the difficulty it creates for being able to see children and other pedestrians moving around or in between the vehicles. There are also concerns that residential street standards were never created or designed to accommodate the long-term and high-volume presence of such large vehicles as an on-street parking element, but rather were designed to accommodate a limited amount of on-street parking of the traditional type of motor vehicles used by residents to commute to and from their place of work.

Proposed Ordinance 3230 has been crafted in an attempt to address those concerns by prohibiting the long-term parking and/or storage of recreational vehicles, utility trailers or boats in any residential zoning districts and allowing for the temporary presence of those vehicles only for the limited purpose of loading or unloading. An initial draft was provided to the City Commission at the July 20, 2021 work session, and afterward the draft was updated to incorporate changes discussed during the work session.

The updated proposed Ordinance contains the following elements:

- New definitions for a class of vehicles designated as “Recreational Vehicle”, Utility Trailer” and “Vessel”;
- A new provision that only allows such vehicles to be **temporarily parked** in a residential district for the limited purpose of loading and unloading, with that “temporary” period being no more than 36 hours in any 7 day period;
- A provision requiring a written 24 hour notice to remove prior to the issuance of any parking citation; and
- Provisions incorporating the new parking restriction into the standard parking enforcement framework of Title 10, i.e., enforcement of unpaid citations, the potential for immobilization of a vehicle in the event of multiple unpaid citations and the potential for enforcement of unpaid citations in Municipal Court.

As is presently the case with other parking infractions under Title 10, the actual fine amounts for violation of this new provision would need to be set by the City Commission through the resolution process.

The proposed Ordinance provides that it “. .. is enforceable by Great Falls Police Officers, Community Service Officers and other persons as may be designated by the City Manager.” As was discussed at the Commission’s July 20, 2021 Work Session, the enforcement of the proposed Ordinance, should it be adopted by the Commission, will be:

- complaint-driven, with complaints generally addressed in order of receipt (except in the case of a clear safety hazard); and
- incorporated into the existing staffing and workload environments for GFPD and other City Departments, meaning that response times will be dictated by the capacity of existing City staff to accommodate this new task into their workflow.

It should be noted that the City Commission took steps in 2017 to amend its zoning ordinance provisions in Title 17 of the OCCGF to at least partially address the same complaints that are motivating the consideration of this proposed Ordinance. More specifically, the City Commission amended those Title 17 provisions to make it easier for property owners in residential districts to park their recreational vehicles, trailers or boats on their property (and thus out of the street) by allowing for larger off-street parking surfaces and driveways. Those Title 17 changes also allowed for the use of gravel or pavers for a parking surface in addition to just concrete or asphalt.

On that same note, the City’s Planning Advisory Board / Zoning Commission has recently reviewed and approved of a City staff recommendation to further amend Title 17 to allow for greater height and square footage allowances for garages/accessory structures in residential districts. These proposed changes are driven in part by staff conversations with residents who are interested in building larger detached garages to store recreational vehicles, trailers or boats that are currently being stored in yards or on public streets. These proposed changes to the City’s zoning regulations will, like the 2017 changes, have the effect of

making it easier for some property owners to have their recreational vehicles, utility trailers or boats stored off of the street and on their own property.

The Commission took action at its August 17, 2021 meeting to accept this ordinance on first reading and to set a public hearing to be in conjunction with its second reading consideration on September 7, 2021.

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

Alternatives: The Commission could choose to not adopt the proposed Ordinance and preserve the status quo. The Commission could also choose to amend the proposed Ordinance following the public hearing process and adopt the Ordinance as amended, or could also choose to table the item to a date certain to allow for possible amendments to the proposed Ordinance.

Concurrences:

City Manager's Office

Great Falls Police Department

Attachments/Exhibits:

Ordinance 3230

Ord. 3230 Exhibit "A"

ORDINANCE 3230

AN ORDINANCE AMENDING TITLE 10 OF THE OFFICIAL CODE OF THE CITY OF GREAT FALLS (OCCGF) TO PROHIBIT THE LONG-TERM PARKING AND/OR STORAGE OF RECREATIONAL VEHICLES, UTILITY TRAILERS OR VESSELS IN RESIDENTIAL DISTRICTS

* * * * *

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

WHEREAS, the City Commission has in the exercise of those powers previously established Title 10 of the OCCGF pertaining to vehicles, traffic and parking; and

WHEREAS, the City Commission and City staff have received complaints over the course of several years regarding the long-term parking and/or storage of large recreational vehicles, trailers and boats on streets within residential districts and neighborhoods; and

WHEREAS, the Commission has determined that the long-term and high-volume presence of such vehicles on the street in residential districts and neighborhoods poses a safety risk to children and other pedestrians because of the visibility obstructions that such parked vehicles create for drivers;

WHEREAS, the Commission also recognizes that the street dimensions for residential areas were not designed or intended for the long-term parking or storage of large recreational vehicles, trailers or boats, but rather were intended to accommodate a limited amount of on-street parking of the type of vehicles typically used by residents to commute to and from work and school; and

WHEREAS, for those reasons, the City Commission wishes to amend Title 10 of the OCCGF to contain a new restriction on the long-term parking and/or storage of recreational vehicles, trailers and boats on streets within residential districts and neighborhoods.

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

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

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

ACCEPTED by the City Commission of the City of Great Falls, Montana on first reading August 17, 2021.

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

Bob Kelly, Mayor

ATTEST:

(CITY SEAL)

Lisa Kunz, City Clerk

APPROVED FOR LEGAL CONTENT:

Sara R. Saxe, 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 3230 on the Great Falls Civic Center posting board and the Great Falls City website.

Lisa Kunz, City Clerk

(CITY SEAL)

Ordinance 3230 - Exhibit "A"

10.1.010 Definitions.

Unless otherwise specified in this Title, the following definitions apply:

- A. "Abandoned vehicle" means any of the following:
 - 1. A vehicle that has been left unattended on public property for more than forty-eight (48) hours and is rendered inoperable;
 - 2. A vehicle that has remained illegally parked on public property for more than forty-eight (48) hours;
 - 3. A vehicle that has been unlawfully parked on private real property or has been placed on private property without the consent of the real property owner or person in control of the property for more than forty-eight (48) hours;
 - 4. A vehicle that has been legally impounded by order of a law enforcement authority and has not been reclaimed for a period of five (5) days; or
 - 5. Any vehicle parked on a street determined by a law enforcement authority to create a hazard to other vehicle traffic.
- B. "Bicycle" means a non-motorized vehicle consisting of a metal frame on two (2) or more wheels and having handlebars and a seat.
- C. "Central Business District" means the C-4 Central Business Core Zoning District.
- D. "Commercial motor vehicle" any vehicle meeting the definition provided by Mont. Code Ann. § 61-1-101.
- E. "Freight Loading Zone" means a portion of a public right-of-way that is designated for short-term use by vehicles loading and unloading goods. Freight loading zones are established following the procedures adopted in this Title. This term also includes delivery zones in the metered parking district.
- F. "Handicapped Parking Zone" means a portion of a public right-of-way that is designated for use only by vehicles that have a handicapped parking permit or plate. Handicapped parking zones are established following the procedures adopted in this Title.
- G. "Junk vehicle" means any vehicle, machinery, trailer, or parts thereof, located on public property or illegally parked on private property within the incorporated City limits, which, as to a vehicle or trailer, does not properly display license plates or stickers indicating current registration and/or which has any one (1) or more of the following characteristics:
 - 1. Lacks an engine, wheel, tire, properly installed battery or other structural part which renders the vehicle inoperable for use as designed by the manufacturer;
 - 2. Has a broken or missing fender, door, bumper, hood, steering wheel, trunk top, trunk handle, tail pipe, muffler, driver's seat, fuel tank, driveshaft, differential, generator, or alternator;
 - 3. Has become or has the potential to become the breeding ground or habitat of rats, mice, snakes, mosquitoes or other vermin, rodents or insects, or is otherwise used for the storage, harbor, caging or dwelling for an animal of any kind;
 - 4. Has heavy growth of weeds or other noxious vegetation over eight (8) inches in height under or immediately next to it;
 - 5. Has become a point of collection for stagnant water;
 - 6. Contains junk, garbage, refuse, gasoline or fuel other than in its fuel tank, paper, cardboard, wood or other combustible materials, solid waste, or other hazardous material in it or is primarily used for storage of any materials;

Ordinance 3230 - Exhibit "A"

7. Has become a source of danger for children through possible entrapment in areas of confinement that cannot be opened from inside, through a danger of the vehicle falling or turning over, or through possible injury from exposed surfaces of metal, glass, or other rigid materials;
 8. Has become a potential source of contamination of the soil from petroleum products or other toxic liquids being discharged or leaking from the vehicle;
 9. Has become illegal to operate on the public streets because it is missing one (1) or more parts required by law; or
 10. Because of its defective, deteriorated, or obsolete condition, in any other way constitutes a nuisance or a threat to the public's health or safety.
- H. "Law enforcement authority" means a peace officer or any City, State, or Federal department or agency member operating in his or her professional capacity within the incorporated City limits.
- I. "Local service" means limiting the authorized use of City streets or avenues to those trucks which have either point of origin or destination for immediate business purposes within the incorporated City limits.
- J. "Machinery" is synonymous with and means the same as "machine" as defined by the current edition of the Merriam-Webster Dictionary.
- K. "OCCGF" means the Official Code of the City of Great Falls.
- L. "Operator" means any person who operates or is in actual physical control of the operation of vehicle.
- M. "Parking Administrator" means the City employee or contractor tasked by the City Manager with the management of the City's parking facilities. Within this Title this person may also be referred to as "The Administrator".
- N. "Parking Official" means peace officers and other persons designated by the City Manager to enforce the provisions of this Title.
- O. "Parking Meter" means any device installed for the regulation of the time allowed for parking as provided by this Title.
- P. "Part" means any mechanical, structural, body, or decorative component of any vehicle, machinery, or trailer.
- Q. "Passenger Loading Zone" means a portion of a public right-of-way that is designated for short-term use by vehicles loading and unloading people. This specifically includes school bus loading zones. Passenger loading zones are established following the procedures adopted in this Title.
- R. "Person" means any individual, partnership, association or corporation, or other legal entity.
- S. "Recreational Vehicle" means a vehicle primarily designed as temporary living quarters for recreational living, camping or travel use that either has its own motor power or is mounted on or drawn by another vehicle. The term includes a travel trailer, camping trailer, truck camper and motor home. A recreational vehicle does not include a pickup truck with an attached topper shell.**
- T. "Residential Zoning District" means any area within the City which is zoned R-1, R-2, R-3, R-5, R-6, R-9 or R-10 and those portions of a Planned Unit Development which are specified for residential uses.**
- ~~S.U.~~ "Snowmobile" means any self-propelled vehicle designed primarily for travel on the snow or ice, which may be steered by wheels, skis or runners, and which is not otherwise registered or licensed under Montana State law.
- ~~T.V.~~ "Trailer" means ~~any vehicle without motor power designed for carrying persons or property and for being drawn by a motor vehicle. The term includes devices intended for recreational camping purposes carried in the bed of a pick-up truck.~~ **a non-motorized vehicle designed to be towed by a**

Ordinance 3230 - Exhibit "A"

motor vehicle and used to transport (enclosed or un-enclosed) one or more boats, personal watercraft, snowmobiles, all-terrain vehicles, off-road equipment, construction equipment, live-stock, vehicles or any other goods, materials or equipment.

U.W. "Vehicle" means any device by which any person or property may be propelled, moved, or drawn upon a street. The term includes, but is not limited to:

1. An automobile;
2. Truck;
3. Van;
4. Sport utility vehicle;
5. Recreational vehicle;
6. Watercraft;
7. Boat;
8. Jet ski;
9. Snowmobile;
10. ATV;
11. Aircraft, ~~or~~

12. Motorized scooters and other small, lightweight and usually single-person motorized vehicles used for transportation, excepting electronic personal assistive devices;

13. All motorized nonstandard vehicles as defined in Title 61, Chapter 1, MCA;

14. Trailer; or

~~12~~15. Parts thereof.

X. "Vessel" means watercraft used or capable of being used as a means of transportation of persons and property on water, other than single chamber air-inflated devices.

(Ord. 3230, 2021; Ord. 3188.2018)

10.9.310 Parking of Certain Types of Vehicles Prohibited

- A. Except as provided in subsection (B), it is unlawful for any person to park a recreational vehicle, trailer or vessel upon the public right-of-way in any residential zoning district.
- B. A person may temporarily park a recreational vehicle, trailer or vessel upon the public right-of-way in a residential-zoned district for the limited purpose of loading and unloading, which shall be limited to a period of no more than thirty six (36) hours in a seven (7) day period.
- C. It shall not be a defense to this section that the recreational vehicle, trailer or vessel parked in violation of this section was moved to a different location within the public right-of-way of any residential-zoned district. The recreational vehicle, trailer or vessel must be removed from the public right-of-way in order to achieve compliance with this section.
- D. The registered owner of any recreational vehicle, trailer or vessel parked in violation of this section will be held strictly and absolutely liable for the violation and will be subject to the penalties set forth in 10.9.330.
- E. This section is enforceable by Great Falls Police Officers, Community Service Officers and other persons as may be designated by the City Manager.

(Ord. 3230, 2021)

10.9.320 Notice

The City shall provide notice of a violation of 10.9.310 by affixing a written notice upon the recreational vehicle, trailer or vessel advising of the violation and requiring the removal of the recreational vehicle, trailer or vessel within twenty-four (24) hours. The notice shall advise that failure to remove the recreational vehicle, trailer or vessel within that time period will result in the issuance of a parking citation.

(Ord. 3230, 2021)

10.9.330 Penalty

Any registered owner of a recreational vehicle, trailer or vessel parked in violation of 10.9.310 who has not removed the recreational vehicle, trailer or vessel within twenty-four (24) hours of the affixing of the notice required under 10.9.320 may receive a parking citation with fines as set forth by City Commission Resolution. If, after the issuance of a second or subsequent citation, the registered owner has not removed the recreational vehicle, trailer or vessel from the public right-of-way, the recreational vehicle, trailer or vessel may be immobilized and removed in accordance with 10.10.010 through 10.10.050.

(Ord. 3230, 2021)

10.10.010 Authorization to use vehicle immobilizer.

- A. ~~Members of the GFPD, or other Parking Administrator authorized persons~~ **designated by the City Manager,** are authorized to use a vehicle immobilizer ("boot") to immobilize any vehicle that is parked in a City parking space located in the downtown residential district, the parking meter district, or any City owned off-street pay-to-park facility that has five (5) or more parking tickets unpaid or delinquent thirty (30) days or more.
- B. Members of the GFPD, or other persons designated by the City Manager, are authorized to use a boot after a second or subsequent citation issued for violation of 10.9.310 when the registered owner has not removed the recreational vehicle, trailer or vessel from the public right-of-way.**
- ~~B.C.~~ Prior to any vehicle immobilization **under subsection (A) above,** ~~the Planning and Community Development Department's Parking Division is~~ **City officials are** required to either:
 - 1. Mail the registered owner of the vehicle a final notice for five (5) or more of the unpaid or delinquent parking tickets; or
 - 2. File a complaint in Great Falls Municipal Court charging the registered owner with unpaid parking tickets on the vehicle, and no individual has appeared for arraignment on the complaint.

(Ord. 3230, 2021; Ord. 3188, 2018)

10.10.020 Procedure for vehicle immobilization.

- A. ~~If parking officials~~ **authorized persons,** as defined ~~in 10.10.010 this Chapter,~~ choose to immobilize a vehicle with a boot as allowed by **10.10.010 by Chapter,** then the on-site persons immobilizing the vehicle shall ensure that a written notice is conspicuously affixed to the vehicle.
- B. The written notice will **state** ~~inform the owner, driver, or person in charge of such vehicle that:~~
 - 1. The vehicle has been immobilized by the City pursuant to this Chapter;

2. Release from such immobilization may be obtained at a designated place;
 3. Unless arrangements are made for the release of such vehicle within forty-eight (48) hours, the vehicle will be towed and impounded pursuant to this Chapter; and
 4. Removing or attempting to remove the immobilization device before a release is obtained is unlawful.
- C. An immobilized vehicle shall not be released by the City until the immobilization fee is paid, together with payment of all outstanding parking fines, or posting of a bond as allowed by this Chapter.
- D. If the vehicle has remained immobilized for a period of forty-eight (48) hours and a release has not been obtained, then the GFPD shall have the vehicle towed and impounded.

(Ord. 3230, 2021; Ord. 3188, 2018)

10.10.030 Removal of violation vehicle.

- A. The City is authorized to remove a vehicle or tow a vehicle ~~from parking spaces located in the areas listed in section 10.10.010~~ to the designated tow site when a vehicle with an immobilization device attached remains immobilized for a period of forty-eight (48) hours and a release has not been obtained.
- B. Whenever an officer removes a vehicle from a street or City parking space as authorized in this section, and the officer knows or is able to ascertain from the registration records on the vehicle the name and address of the vehicle owner, the officer shall give notice in writing to the owner of the removal, the violations, and the place where the vehicle has been relocated.
- C. If a vehicle is stored at a designated tow site, a copy of the notice shall be given to the proprietor of the tow site. The party towing the vehicle shall immediately notify the GFPD dispatcher that a vehicle has been towed from a specific location and give the dispatcher a detailed description of the vehicle and the location to which it is being towed.
- D. Whenever an officer removes a vehicle from a street under this section and does not know and is not able to ascertain the name of the owner, or for any other reason is unable to give the notice to the owner, and if the vehicle is not returned to the owner within a period of three (3) days, then the officer shall send a report of the removal to the Montana Department of Transportation Motor Vehicle Division and shall file a copy of the notice with the proprietor of the designated tow site. The notice shall include a complete description of the vehicle, the date, time, and place from which removed, the violations, and name of the tow site.
- E. The cost of towing or removing the vehicle and costs of storing the vehicle shall be chargeable against the vehicle and shall be paid by the owner of the vehicle before it is released.
- F. The taking of possession of a vehicle for violation of any parking ordinance or regulation shall not prohibit the filing of a complaint in Municipal Court for the violation(s).

(Ord. 3230, 2021; Ord. 3188, 2018)

10.21.020 Illegally parked vehicle notice of failure to comply.

If an alleged violator of the ~~restrictions on stopping, standing, or parking under legally authorized restriction~~ **provisions of this Title** does not appear in response to a notice affixed to such ~~motor~~ vehicle within the time set forth in the notice, the City shall implement the following process:

- A. The penalty for a violation of ~~this section occurring in a parking management district~~ **the parking provisions of this Title** must be paid within thirty (30) calendar days of the date of the citation. If payment is not received within that time, an administrative fee will be added to the violation. The penalties and fees will be set by Commission resolution.

- B. After thirty (30) days without payment, a statement of the amount due for the violation and the administrative fee will be sent to the address associated with the license plate in the records of vehicle registrations maintained by the appropriate licensing agency or authority.
- C. After sixty (60) days without payment, a second statement of the amount due for the violation and the administrative fee will be sent to the address associated with the license plate in the records of vehicle registrations maintained by the appropriate licensing agency or authority.
- D. After ninety (90) days without payment, a third statement that is clearly marked as a pre-collection notice of the amount due for the violation and the administrative fee will be sent to the address associated with the license plate in the records of vehicle registrations maintained by the appropriate licensing agency or authority.
- E. After one hundred twenty (120) days without payment, the amount due for the violation and the administrative fee will be referred to a collection agency. If the payment through collection efforts is not received within ten (10) months of the date of the citation, the City may request an arrest warrant and proceed with an action through the Municipal Court as provided by this Chapter.
- F. Proceedings through the Municipal Court for enforcement of this Title must be filed within one (1) year of the date of the citation.

(Ord. 3230, 2021; Ord. 3188, 2018)

From: [Lisa C. Kunz](#)
To: [Bob Kelly](#); [Mary Sheehy Moe](#); [Owen Robinson](#); [Rick Tryon](#); [Tracy Houck](#)
Cc: [Greg Doyon](#); [Charles Anderson](#); [Krista Artis](#); [Jeff Newton](#)
Subject: FW: Parking
Date: Monday, May 24, 2021 2:23:24 PM

See concerns below from Jerri Gertson, who, along with neighbors, plans to attend the June 1st Commission meeting. If one of you respond to Ms. Gertson, please cc me.

Thank you.

Lisa

-----Original Message-----

From: Lisa C. Kunz
 Sent: Monday, May 24, 2021 2:22 PM
 To: 'Jerri Gertson' <gertson@bresnan.net>
 Subject: RE: Parking

Hi Jerri - your comments will be shared with the Commission and appropriate staff for follow up.

Best regards,

Lisa Kunz
 City Clerk/Records Manager
 City of Great Falls
 P.O. Box 5021
 Great Falls, MT 59403
 406.455.8451

-----Original Message-----

From: Jerri Gertson <gertson@bresnan.net>
 Sent: Monday, May 24, 2021 10:39 AM
 To: commission <commission@greatfallsmt.net>
 Subject: Parking

Hi, my name is Jerri Gertson and I live at 900 37th Ave NE. A few neighbors will be attending the next meeting on June 1st. We have an issue with a pickup and trailer parked on the corner of 9th St. NE and 36th Ave NE. We have talked to the police and they have ticketed this guy for a very long time!! They say there is nothing they can do?? We understand that 9th St NE is an emergency route, the school buses use it daily, too, and because of this there can't be any trailer parking!!? Sometimes people not familiar with 9th St. can't see the stop sign until they are right on it because of the pickup and trailer!! All of us have to stop if an oncoming vehicle is coming because there is no room to go by. Also, when the school bus is going on it, there are kids catching and being dropped off. Someday some child is going to get killed because of this!! We have talked to his girlfriend(she doesn't live there) and was totally nasty!! I know there are trailers parked everywhere, but this is not a safe situation!! Please look into it and we will see you at the meeting, we are confident you can do something about this before it's too late!! Thank you!

Sent from my iPhone

Darcy Dea

From: Darcy Dea
Sent: Thursday, August 5, 2021 8:19 AM
To: Greg Doyon; Charles Anderson
Cc: Sara Sexe; Jeffrey Hindoien; Lisa C. Kunz
Subject: FW: [All City Commissioners] Parking

FYI –

Darcy Dea
Deputy City Clerk
P. O. Box 5021
Great Falls, MT 59403
406-455-8479

From: City of Great Falls Montana <webmaster@greatfallsmt.net>
Sent: Wednesday, August 4, 2021 9:48 PM
To: City Commissioners <CityCommissioners@greatfallsmt.net>
Subject: [All City Commissioners] Parking

Anonymous (Anon@gmail.com) sent a message using the contact form at <https://greatfallsmt.net/>.

Please make this new ordinance cover boats as well as campers. The boat near me is always hooked to a truck, so they now take up the 2 parking spaces near my house, and in the last 6 weeks have moved the boat only 2x. It is unfair a new person can come in and take up your parking spaces then never give you a chance to get them back. Campers and boats should be stored on their property or at a storage facility.

Lisa C. Kunz

From: Bob Kelly
Sent: Tuesday, July 6, 2021 10:02 AM
To: Rdassinger@charter.net; Web Master
Cc: City Commissioners; Lisa C. Kunz
Subject: Re: [All City Commissioners] Motorhome & camper parking on the street

Mr. Dassinger,

Thanks for your note below. Your comments are appreciated and will be addressed in the very near future at a City Commission meeting. The plethora of RV's, Trailers, and Industrial/Commercial trailers currently parked on neighborhood streets has become a safety concern for many reasons. Sight lines at intersections, unsafe gaps for children, and, as you mention below, some people may actually be living in the motor homes you mentioned.

We are working on finding a solution that allows RV's and Motor Homes to be on the street for a few days for packing/unpacking but eventually ridding the streets of those and trailers.

Please know we appreciate your comments and ask that you stay in touch as we discuss these changes at the Commission Meetings ahead.

Feel free to call me if you'd like.

Best,

Bob Kelly

870.0212

On Jul 5, 2021, at 12:09 PM, City of Great Falls Montana <webmaster@greatfallsmt.net> wrote:

Ronald Dassinger (Rdassinger@charter.net) sent a message using the contact form at <https://greatfallsmt.net/>.

We (my wife & I & a couple of neighbors) have an issue with the number and size of the motor homes & campers parked on Greenbriar Dr. I live in the middle of the block and there are a minimum of 4 and up to 7 of them parked between our house & the corner. Some of them aren't moved. Is there an ordinance that can be enforced or are there other options. Sometimes the outfits are parked with the main door streetside with the steps out and people going in and out.

Please be mindful that emails and attachments sent or received here are subject to public disclosure, except as otherwise provided by Montana law. As a public service provided and maintained by the City of Great Falls, this email address should be used for commission-related communications only. If you wish to contact me on a matter not related to my work as the mayor of Great Falls, please email me at Montanakellys@mac.com

Darcy Dea

From: Darcy Dea
Sent: Wednesday, August 18, 2021 9:39 AM
To: Mary Sheehy Moe; Mayor Kelly; Owen Robinson; Rick Tryon; Tracy Houck
Cc: Greg Doyon; Charles Anderson; Jeffrey Hindoien; Krista Artis
Subject: Brian Kelley opposition Ord 3230 Item 21 9/17/21
Attachments: SKM_C65921081808310.pdf

Good Morning – attached is Brian Kelly's comments in opposition to Ord. 3230, Agenda Item 21.

Thank you,

Darcy Dea
Deputy City Clerk
P. O. Box 5021
Great Falls, MT 59403
406-455-8479

From: greatfallsadmin_scanner@greatfallsmtnet.net <greatfallsadmin_scanner@greatfallsmtnet.net>
Sent: Tuesday, August 17, 2021 7:32 PM
To: Darcy Dea <ddea@greatfallsmtnet.net>
Subject: Message from KM_C659

TO: City of Great Falls Commission
2 Park Drive South
Great Falls, MT 59401
Gibson Room, Civic Center

August 17, 2021 at 7 PM

From: Brian Kelley
P.O. BOX 6712
Great Falls, MT 59406
City Resident

SUBJECT: Proposed City Ordinance 3230
RV/Large vehicle and utility trailer parking

POSITION: OPPOSED to proposed Ordinance

Aug 17, 2021

Honorable Mayor and Commission Members:

I would like to address the city commission with regard to the proposed RV / Large vehicle and utility trailer parking ordinance 3230.

There are several factors that the city is not properly taking into consideration. First, there is the matter of city re-inventing vehicle definitions to accommodate its own end goal. Motorhome, RV trailer, and utility trailer are already defined in Montana Code Annotated (MCA), MCA 61-1-101. This is solely the purvey of the state legislature, not the city commission. Powers of local authorities requires local ordinance to conform to Montana code as per MCA 61—8-103; Provisions Uniform Throughout the State - - Power of Local Authorities.

Then there is the unreasonable and arbitrary parking limit of 36 hours. Montana Code provides for 72 hours up to five days before a vehicle is considered in violation MCA 61-12-401. This MCA code includes City Streets. The types of Vehicles the city is proposing to regulate is discriminatory to those who own one, versus those who do not own that vehicle type. All residents of Great Falls have paid for the legal right to use the public right of way just as any other motorist. We have paid our taxes, and vehicle registration fees, which gives us the same lawful right to use the public right of way as anyone else would be afforded. The Montana cod also requires the right of real property owners not be affected by local ordinance, MCA 61-8-109 Rights of Owners of Real Property Not Affect - - when... The vehicles you are proposing to severely regulate is "Real Property" and the use of that real property shall not be unduly infringed upon.

Other factors the city has failed to take into consideration are, the potential loss of tourism income. If tourists aren't welcome to park on our city streets, they will move on to a town where they are welcome and not run off by a restrictive arbitrary parking ordinance. Last year's tourist income for Great Falls was estimated at \$160 million. It would seem very short sighted to risk the loss of tourism dollars supporting our community.

The added financial burden that will be placed on the residents of Great Falls when they are forced to either construct a parking area on their property at their own expense, (if they even have space or access on their property) or be forced to pay for storage 12 months of the year, multiplied by however many trailers one might own. This would be an unattainable expense for most Great Falls residents.

Montanans are very active out-door oriented people. And, Great Falls City residents are no exception. To that end, residents have motorhomes, RV trailers, boats, small water craft, snowmobile trailers, and utility trailers. The freedoms we enjoy as Montanans should not be infringed upon.

When I purchased my home here in Great Falls twenty years ago, I chose a home in a neighborhood that DID NOT HAVE GATES or HOME OWNER ASSOCIATION for a reason. I had no interest in an HOA dictating to me how I should live. The City of Great Falls has no business playing the role of an HOA.

With regard to the many parking complaints and alleged safety issues, they are just that, "alleged violations". Very few, if any, have resulted in any citations being issued or a stationary trailer being the primary cause of an accident. Just because some residents find something objectionable does not justify the City of Great Falls redefining vehicles and enacting a burdensome and unnecessary ordinance that financially affects many residents of Great Falls.

Should the City of Great Falls forge ahead and adopt this very objectionable ordinance, there is another matter that must be considered: the use of large 30-yard steel dumpsters. These dumpsters do not meet Department of Transportation (DOT) reflective marking requirements. DOT reflective tape class "DOT - C2". Montana code MCA 61-9-211 Visibility of Reflectors. However, the City of Great Falls, Pacific Iron & Steel, Steel Etc., and Republic Services are allowed to place these dangerous and poorly marked steel boxes on any city street for any undetermined amount of time. If large vehicles will not be allowed on public right of way, then large poorly marked steel dumpster boxes should not be allowed on public right of way either.

I would like to thank the City Commission for listening to my concerns. And strongly implore the Commission not to adopt the proposed Ordinance 3230.

Sincerely,
Brian Kelley
Concerned Great Falls Resident

Darcy Dea

From: Darcy Dea
Sent: Tuesday, August 17, 2021 4:01 PM
To: Greg Doyon; Charles Anderson; Jeffrey Hindoien
Cc: Lisa C. Kunz
Subject: FW: [All City Commissioners] trailers on streets ordinance

FYI - Darcy

From: City of Great Falls Montana <webmaster@greatfallsmt.net>
Sent: Tuesday, August 17, 2021 3:56 PM
To: City Commissioners <CityCommissioners@greatfallsmt.net>
Subject: [All City Commissioners] trailers on streets ordinance

Tom Kotynski (tomkotynski@gmail.com) sent a message using the contact form at <https://greatfallsmt.net/>.

I strongly support the ordinance that would clean up the increasing number of trailers and RVs parked on our city streets. They are a hazard and clutter the landscape, making our neighborhoods less attractive places to live. Thank you for considering this.

Lisa C. Kunz

From: Lisa C. Kunz
Sent: Monday, August 9, 2021 4:17 PM
To: Bob Kelly; Mary Sheehy Moe; Owen Robinson; Rick Tryon; Tracy Houck
Cc: Greg Doyon; Sara Sexe; Jeffrey Hindoien; Craig Raymond
Subject: FW: LARGE VEHICLE PARKING ORDINANCE

FYI –

Lisa

From: Lisa C. Kunz
Sent: Monday, August 9, 2021 4:16 PM
To: 'Joshua Rutledge' <joshman5@hotmail.com>
Subject: RE: LARGE VEHICLE PARKING ORDINANCE

Good Afternoon Joshua – thank you for your comments. Your comments will be shared with the Commission members and appropriate staff for consideration of Ordinance 3230, set for first reading at the Commission's August 17, 2021 meeting.

Best regards,

Lisa Kunz
City Clerk/Records Manager
City of Great Falls
P.O. Box 5021
Great Falls, MT 59403
406.455.8451

From: Joshua Rutledge <joshman5@hotmail.com>
Sent: Thursday, August 5, 2021 8:30 AM
To: commission <commission@greatfallsmt.net>
Subject: LARGE VEHICLE PARKING ORDINANCE

City of Great Falls,

I am writing to express my support for the proposed Large Vehicle Parking Ordinance. I know this submission is passed the July 20th public comment deadline, but I just heard about this proposal on the news and I still wanted to show my support.

I am a current Great Falls resident and I have lived and worked here for almost 16 years. I have always wondered why Great Falls did not already have an ordinance about this, as I have lived in other towns in Montana that did. I would say up until the last few years in our neighborhood this issue was more of a minor inconvenience at times, but over the last couple of years it has really become a problem. Every morning when I go to work I feel like I am playing Russian Roulette trying to pull out onto 3rd Ave S as there are often two large camping trailers parked back-to-back to both my left and right as I am trying to look to make the turn. Right now in the summer the traffic is a little bit lighter, but with school starting soon the morning traffic picks up significantly with Chief Joseph Elementary school and a day care just down the street. We have also noticed campers in our neighborhood parked on the street being used as housing. While I

understand the housing market is tough right now, I don't think it's appropriate to have trailers parked on the street (sometimes with electrical cords going over the sidewalk) being used as a place of residence.

I hope the City of Great Falls is able to enact this ordinance as soon as possible, as to me it is becoming a safety issue.

Thank you for your consideration,

Joshua Rutledge

August 21, 2021

Mark Willmarth
220 38th Ave NE
Great Falls, MT 59404

Mayor and City Commission,

I am writing this letter in support of Ordinance #3230 to Prohibit the Long-Term Parking and/or Storage of Recreational Vehicles, Utility Trailers or Vessels in Residential Districts. I have been dealing with this issue for several years with our neighbor and the neighbor across the street from them. The Police Department has spoken to them several times over the years and they continue to leave their camper on the street for a majority of the summer. It is hard for me to see down the street when I back out of my driveway and having two campers across the street from each other creates a traffic hazard and a safety issue for kids playing in the neighborhood (see photo).

I have been tracking the movement of the camper this year using our Ring Video. Technically they can move the camper every 5 days to stay in compliance. That has happened only a couple times. From April 20, 2021 to August 20, 2021 they have had their camper on the street 92 of 123 day. 8 of those times were more than 5 days.

I have spoken to the owner once and said "I just want you to know that I have talked to the Police Department about your camper on the street." She said "I know, I move it" and then walked away from me. They poured a concrete pad not long after they moved in because the Police Department had stopped by to talk to them. They also have multiple vehicles and a garage that is used as storage so there is no place to park them except in the driveway and on the street. So, they often park in the area where we have to put our garbage can on Fridays so as not to block our mailbox.

I understand the challenge of enforcing a 36-hour on street parking ordinance, especially with the staffing levels at the Police Department. However, having this ordinance on the books so that there are stronger avenues to get them to comply is important. They obviously continue to do this because the consequences are minimal.

I hope the City Commission will approve Ordinance #3230 and our community can begin to address more forcefully people who think the street is place to store their large campers all summer, and often all year long.

Thank you,

Mark Willmarth



From: [Lisa C. Kunz](#)
To: [Greg Douvan](#); [Charles Anderson](#); [Krista Artis](#); [Jeffrey Hindojan](#); [Bob Kelly](#); [Mary Sheehy-Moe](#); [Owen Robinson](#); [Rick Tryon](#); [Tracy Houck](#)
Subject: Public Comment, re: Ord 3230 set for PH September 7, 2021
Date: Tuesday, August 24, 2021 3:19:35 PM

Ticket ID 274390aa7	<input type="button" value="Apply"/>	<input type="button" value="Update Ticket/Add Comment"/>
Proposed Ordinance 3230 to Title 10		
Status: Open Assigned To: lkunz (City Commission) Ticket ID: 274390aa7		Email: pandivac@charter.net Name: Larry Vaccaro Phone Number: 4067711474
<p>My comment regards the proposed amendment to Title 10 of the City Code. I believe any change to restrict parking of recreational vehicles (RVs)/vessels should be based on the realistic danger that parking presents. First, if an RV/vessel is parked on the street in an area immediately adjacent to one's residence, where the occupant might otherwise park a motor vehicle, and that parking does not present a realistic danger to public safety, then the parking should not be restricted. However, if the ordinance is enacted, then the 36 hour limit seems to me to be overly restrictive because unloading and cleaning may not be readily done that quickly. A 72-hour limit seems to me more realistic as it takes into account other activities the owner may want/need to do in addition to preparing the RV to return to storage.</p> <p>Thank you for the opportunity to comment on this matter.</p>		
Ticket History		
<div> <p>Open Updated By: lkunz Assigned To: lkunz (City Commission)</p> <p>Good Afternoon Mr. Vaccaro - thank you for your comments. Your comments will be shared with the Commission and appropriate staff for consideration of Ordinance 3230 scheduled for public hearing Tuesday, September 7, 2021.</p> <p>Best regards,</p> <p>Lisa Kunz City Clerk</p> </div>		

Lisa Kunz
 City Clerk/Records Manager
 City of Great Falls
 P.O. Box 5021
 Great Falls, MT 59403
 406.455.8451

From: [Lisa C. Kunz](#)
To: [Bob Kelly](#); [Mary Sheehy Moe](#); [Owen Robinson](#); [Rick Tryon](#); [Tracy Houck](#)
Cc: [Greg Doyon](#); [Charles Anderson](#); [Sara Sexe](#); [Jeffrey Hindoien](#); [Craig Raymond](#)
Subject: FW: New Ticket: 273135ae8 - rv's
Date: Tuesday, August 3, 2021 2:36:27 PM

Hi all – see Joe Demartin’s comments below and response:

Hi Joe - thank you for your comments. At the July 20th work session, the Commission heard and discussed a presentation on that topic. At the conclusion of the meeting, it was the consensus of the Commission for the legal department to pursue drafting a Large Vehicle Parking Ordinance. That ordinance will be coming before the commission for public comment at two meetings before final action is taken.

The presentation made to the Commission can be found at the July 20th work session agenda packet.

Your comments will be shared with the Commission and appropriate staff.

Best regards,

Lisa Kunz
 City Clerk/Records Manager

From: City of Great Falls Montana <webmaster@greatfallsmt.net>
Sent: Tuesday, August 3, 2021 12:24 PM
To: Lisa C. Kunz <lkunz@greatfallsmt.net>
Subject: New Ticket: 273135ae8 - rv's

Ticket ID: 273135ae8

Ticket Node ID: 254613

Ticket Topic: rv's

Department: City Commission

Department default assignee: lkunz

Details:

Something needs to be done about the rv's parking on the streets, if you can afford to buy one you better be able to park in your yard or driveway. They cause traffic hazard and it is amazing there aren't more accidents. The streets are public and home owners do not own the street in front of there house.

Please do not respond to this email. To update the ticket or respond to the citizen use the link below.

From: [Lisa C. Kunz](#)
To: [Krista Artis](#); [Darcy Dea](#)
Subject: FW: Proposed ordinance restricting vehicle parking
Date: Wednesday, September 1, 2021 3:33:50 PM
Attachments: [Lisa Kunz.vcf](#)

Hi Krista – here is another comment to include in the packet.

Thanks.

From: Lisa C. Kunz
Sent: Wednesday, September 1, 2021 3:33 PM
To: 'Jeff Dennen' <jdmontana13@hotmail.com>
Subject: RE: Proposed ordinance restricting vehicle parking

Hi Jeff – thank you for your comments. Your written comments will be shared with the Commission and appropriate staff for consideration of Ordinance 3230 on the Commission's September 7, 2021 agenda.

Best regards,



From: Jeff Dennen <jdmontana13@hotmail.com>
Sent: Wednesday, September 1, 2021 3:18 PM
To: commission <commission@greatfallsmt.net>
Subject: Proposed ordinance restricting vehicle parking

I am against this ordinance as proposed. If a vehicle is not causing a safety issue on a busy street and is parked in front of one's own house/lot then there is no valid purpose to force someone to move it to a paid space. All that is being served is bowing to a few people that feel the need to control others. In my case and many others I will simply exchange spots with camper with a vehicle in my driveway. You will have done nothing other than pissing me off and take action to replace those on the commission that vote for this poorly written ordinance

Do more research, solicit more comments and make the least restrictive measure the address, safety or the availability for neighbors to park.

From: [Darcy Dea](#)
To: [Krista Artis](#)
Cc: [Lisa C. Kunz](#); [Jeffrey Hindoen](#); [Sara Sexe](#)
Subject: FW: RV/boat parking
Date: Thursday, September 2, 2021 8:19:20 AM

FYI -

Darcy Dea
 Deputy City Clerk
 P. O. Box 5021
 Great Falls, MT 59403
 406-455-8479

-----Original Message-----

From: Bryan Daul <brydaul@icloud.com>
 Sent: Wednesday, September 1, 2021 6:39 PM
 To: Darcy Dea <ddea@greatfallsmt.net>
 Subject: Re: RV/boat parking

Thank you. Maybe consider a size limit?

Sent from my iPhone

> On Sep 1, 2021, at 4:55 PM, Darcy Dea <ddea@greatfallsmt.net> wrote:

>

> Bryan - thank you for your comments. Your written comments will be shared with the Commission and appropriate staff for consideration of Ordinance 3230 on the Commission's September 7, 2021 agenda.

>

> Thank you,

>

> Darcy Dea

> Deputy City Clerk

> P. O. Box 5021

> Great Falls, MT 59403

> 406-455-8479

>

> -----Original Message-----

> From: Bryan Daul <brydaul@icloud.com>

> Sent: Wednesday, September 1, 2021 4:52 PM

> To: commission <commission@greatfallsmt.net>

> Subject: RV/boat parking

>

> Greetings,

> I am apposed to ordinance 3230. The availability of storage options in our area is basically nonexistent. This would also put people on a fixed or lower income at a disadvantage to wealthy homeowners for obvious reasons. I personally have a single car garage. Building materials are currently at an all time high. It is also impossible to find contractors at this time. Please consider ramifications to ALL of our citizens when making this decision.

> Thank you for your time!

> Bryan Daul

>

> Sent from my iPhone

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



Commission Meeting Date: September 7, 2021

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Professional Services Agreement: Water Treatment Plant (WTP) Solids Mitigation and Traveling Screen Replacement, OF 1698.1

From: Engineering Division

Initiated By: Public Works Department

Presented By: Paul Skubinna, P.E., Public Works Director

Action Requested: Consider and approve a Professional Services Agreement.

Suggested Motion:

1. Commissioner moves:

"I move that the City Commission (approve/not approve) a Professional Services Agreement in the amount \$797,274 to Advanced Engineering and Environmental Services, Inc. (AE2S), for Design Phase Services for the Water Treatment Plant Solids Mitigation and Traveling Screen Replacement project, and authorize the City Manager to execute the agreement documents."

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

Staff Recommendation: Approve a Professional Services Agreement.

Summary: The City proposes to retain AE2S for professional services to design, facilitate bidding, provide construction administration, and complete as-built drawings/certification documents for this project. This agreement is to proceed with design phase services for the project, a subsequent agreement will be provided for construction and post-construction phase professional services.

Background:

The Great Falls Water Treatment Plant treats surface water from the Missouri River via a conventional flocculation, sedimentation, filtration, and disinfection treatment process. Residual solids, generally referred to as sludge, are generated from the primary/secondary clarification basins and clarification of filter backwash during the water treatment process. The residuals are primarily described as coagulated particles removed from the surface water source by the addition of aluminum sulfate. Currently, sludge is handled by either immediate discharge to the Wastewater Treatment Plant or onsite storage thickening ponds. The sludge is discharged to the Wastewater Treatment Plant during winter months and to the onsite storage thickening ponds during summer months.

In 2015-2016, the City retained AE2S to evaluate the existing residuals management procedures and perform an alternative analysis that evaluated and recommended potential improvements. The evaluation report identified a potential of 50% reduction in maintenance costs as well as reduced loading on the wastewater collection system/plant by making on-site residual solids management improvements. The evaluation recommended construction of a screw press dewatering system, a new building to house the equipment, and site improvements to provide truck access to haul extracted solids off site. Per the evaluation, the project has an estimated payback period of roughly 25 to 30 years.

Additionally, the project includes the removal and replacement of the inoperative traveling screen at the water treatment plant intake. The plant operates two traveling screens for redundancy and resiliency. However, the older of the two traveling screens, installed in the 1930s, is currently inoperative. This puts the plant in a precarious position of having no operable backup traveling screen, and in the event that the utilized screen fails the plant would have no traveling screen. The traveling screens trap and remove trash, debris, and aquatic life from the Missouri River raw water source.

The City Engineering Department solicited engineering services via a request for proposals in conformance with the City engineering consultant selection policy. Through the request for proposals, AE2S was selected to provide professional services for the project.

Workload Impacts:

AE2S will design, provide construction administration, and provide the necessary certification documents for the project. The design phase will include data acquisition, a site topographical survey, a geotechnical evaluation, a floodplain analysis, permitting, producing the engineering drawings and specifications, and obtaining approval from local and state review agencies.

A subsequent agreement will be signed with AE2S to provide construction administration, construction phase services, and post-construction services. Construction services will include reviewing of contractor submittals, providing full time inspection, responding to contractor inquiries, and reviewing and certifying contractor pay applications. The post-construction services include certification of the project via as-built drawings and certification that the project was constructed in accordance with the approved plans and specifications. Construction phase services will also include set up of instrumentation and automation of operating equipment.

City staff involvement is primarily that of the Public Works Engineering Department and will include part-time inspection, assistance in design and construction administration, and serving as a point of contact for City correspondence. The City engineering department will approve payment applications, facilitate payment of claims, facilitate payment of reimbursable items, and in general provide City oversight throughout all stages of the project. City staff will participate in public forums and meeting with the consultant, contractor, and others as needed.

Project Work Scope:

The scope of professional services, as outlined in the request for proposals, is detailed below:

Design Phase Services

- Project Administration
 - Monthly progress reporting and invoicing
- Investigation into, identification of, preparation, and coordination of all required permits, including associated fees.

- Geotechnical investigation and preparation of geotechnical data report, to determine soil conditions at the building site. The geotechnical firm shall be hired by the Consultant. The information collected should include:
 - Standard classification of soils in accordance with ASTM D2487
 - Gradation curves for granular soils
 - Standard Penetration Test (SPT) values
 - Unit weight of Soil Strata
 - Atterberg Limits of fine-grained soils
 - Cohesive Strength & Soil Friction of soil strata
 - Depth to water table
- Topographic survey of the site.
- Design of temporary work sites and connections.
- Submit bid documents at the following stages: 60% & 90% and bid ready for review and comment by the City. Include an opinion of probable construction cost with each submission.
- Risk assessment for the project - assist in determining risks during design and construction, and suggested management strategies.
- Preparation of bid-ready plans, specifications, and estimates. Bid Schedule broken into two sections: 1) Screw Press Facility and 2) Traveling Screen Replacement.
- Identify Floodplain boundaries and obtain any necessary permits.
- Prepare a project schedule based on the schedule outlined in the RFP. The project schedule should identify both the design and construction milestone dates, City review durations and other key items. Identify potential issues with completing the project by the estimated services end date.

Conclusion:

The project was selected, prioritized, and executed in accordance with the Public Works Capital Improvement Program, and funded utilizing Water Treatment Plant Funds and Wastewater Treatment Plant Funds. The project will result in a roughly 50% reduction in operation and maintenance costs associated with the current solids handling at the Water Treatment Plant. The project will also rectify the current practice of discharging residual solids directly to the Wastewater Treatment Plant in the winter months. City staff recommends approving the Agreement with AE2S, in the amount of \$797,274

Fiscal Impact:

Both Water Treatment Plant and Wastewater Treatment Plant funds have been programmed and budgeted for this project.

Alternatives:

Alternatives to awarding the design phase services to AE2S include the following:

- Do Nothing – This alternative consists of not awarding the design to AE2S and not constructing the project. The residual solids, or sludge, will continue to be managed at the Water Treatment Plant via the current methods of sedimentation, evaporation, and hauling off site, while discharging directly to the Wastewater Treatment Plant in the winter months. The major negative consequences of the “Do Nothing” alternative are loss of opportunity to reduce the current solids mitigation operations expenditures by roughly 50%, and continuing to stress the Wastewater Treatment Plant and sewer distribution system with sludge. Another negative consequence is that the traveling screen would remain inoperable, and the plant would continue to operate on one traveling screen with no backup.
- Award Traveling Screen Replacement – This alternative consists of altering the Scope of

Services to include only the items necessary to remove and replace the inoperable traveling screen. This alternative would include the other negative consequences of the “Do Nothing” alternative.

Attachments/Exhibits:

Professional Services Agreement

Exhibit A, Detailed Scope of Project

Vicinity Map

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the **CITY OF GREAT FALLS, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 5021, Great Falls, Montana 59403-5021, hereinafter referred to as “City,” and **ALLIED ENGINEERING AND ENVIRONMENTAL SERVICES, INC.**, (AE2S), Portage Building, 405 3rd St NW, Great Falls, MT, 59404, hereinafter referred to as “Consultant.”

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

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

2. Term of Agreement: This Agreement is effective upon the date of its execution. Both parties reserve the right to cancel this Agreement by providing a written thirty (30) day notice to the other party.

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

4. Payment: City agrees to pay Consultant SEVEN HUNDRED AND NINETY SEVEN THOUSAND TWO HUNDRED AND SEVENTY FOUR DOLLARS (\$797,274.00) per hourly rate not to exceed for services performed pursuant to the Scope of Services. Any alteration or deviation from the described work that involves extra costs will be performed by Consultant after written request by the City, and will become an extra charge over and above the contract amount. The parties must agree upon any extra charges in writing.

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

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

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

6. Indemnification: To the fullest extent permitted by law, Consultant shall fully indemnify, defend, and save City, its agents, representatives, employees, and officers harmless from and against any and all claims, actions, costs, fees, losses, liabilities or damages of whatever kind or nature arising from or related to Consultant's performance of this Agreement and Consultant's work on the Construction Project or work of any subcontractor or supplier to Consultant. The indemnification obligations of this Section must not be construed to negate, abridge, or reduce any common-law or statutory rights of the City which would otherwise exist. Consultant's indemnity under this Section shall be without regard to and without any right to contribution from any insurance maintained by City. Consultant also waives any and all claims and recourse against the City or its officers, agents or employees, including the right of contribution for loss or damage to person or property arising from, growing out of, or in any way connected with or incident to the performance of this Agreement except responsibility for its own fraud, for willful injury to the person or property of another, or for violation of law, whether willful or negligent, according to 28-2-702, MCA. These obligations shall survive termination of this Agreement and the services performed hereunder.

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

*** Insurance Coverage at least in the following amounts is required:**

1.	Commercial General Liability (bodily injury and property damage)	\$1,000,000 per occurrence \$2,000,000 aggregate
2.	Products and Completed Operations	\$2,000,000
3.	Automobile Liability	\$1,500,000 combined single limit
4.	Workers' Compensation	Not less than statutory limits

- | | | |
|----|--|---|
| 5. | Employers' Liability | \$1,000,000 |
| 6. | Professional Liability (E&O)
(only if applicable) | \$1,000,000 per occurrence
\$2,000,000 aggregate |

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

*** If a request is made to waive certain insurance requirements, insert the insurance item # and corresponding description from the list above: .**

Legal reviewer initials: ☐ **Approved** ☐ **Denied**

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

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

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

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

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

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

14. Liaison: City's designated liaison with Consultant is **Mark Juras** and Consultant's designated liaison with City is **Nate Weisenburger**.

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

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

CITY OF GREAT FALLS, MONTANA

CONSULTANT

By: _____
Print Name:
Print Title:
Date:

By: _____
Print Name:
Print Title:
Date:

ATTEST:

(Seal of the City)

 Lisa Kunz, City Clerk

APPROVED AS TO FORM:

By _____
 Sara R. Sexe, City Attorney*

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

the legal perspective, and for the benefit, of the City of Great Falls. Other parties should not rely on this approval and should seek review and approval by their own respective counsel.

EXHIBIT A – SCOPE OF SERVICES
WATER TREATMENT PLANT SOLIDS MITIGATION PROJECT
CITY OF GREAT FALLS, MONTANA
O.F. 1698.1

Revised: August 25, 2021

Submitted by: AE2S

Advanced Engineering and Environmental Services, Inc. (AE2S) is providing professional engineering services to the City of Great Falls for the Water Treatment Plant (WTP) Solids Mitigation project.

AE2S has prepared the following scope for the Solids Mitigation project. The geotechnical investigation and construction materials testing will be provided by Terracon, the site topographic survey/construction staking will be provided by BSC&E, the architectural design will be performed by LPW, and the mechanical design will be performed by KFI, as a sub-consultants to AE2S.

The scope of services is to be provided as an amendment to the prescribed requirements of the Professional Services Agreement and related attachments. Descriptions of the proposed tasks to be completed by AE2S under this amendment are provided below:

I. KICKOFF MEETING

- A. Coordinate with the City of Great Falls regarding the scope of the project, prepare an estimate of engineering fees, and submit detailed scope for engineering services.
- B. Perform kickoff meeting with City of Great Falls staff to discuss design team's initial concepts and applicable operational considerations, as well as provide meeting notes to the Owner.

Estimated Fee: \$9,482

II. ALUM SLUDGE DEWATERING/ARSENIC PROFILE TECH MEMO

- A. Coordinate with City of Great Falls staff regarding existing operations, existing operational data compilation, and arsenic sampling protocols for the following:
 - 1. Conduct sedimentation basin and backwash clarifier water sampling and coordinate analysis and testing by equipment manufacturers.
 - 2. Conduct WTP solids and WWTP process evaluation and profile for arsenic loading.
 - a. Request and compile pertinent process data and analysis from WTP and WWTP.
 - b. Conduct process sampling and spectrophotometer analysis throughout processes to profile loading and discharge.
 - 3. Prepare technical memorandum of testing results and recommendations.
 - 4. Conduct an analysis review meeting with the City of Great Falls staff, as well as provide meeting notes to the Owner.
 - 5. Deliverables – Three (3) paper copies and one (1) electronic copy of the technical memorandum, delivered to City one week prior to review meeting.

Estimated Fee: \$39,225

III. TRAVELLING SCREEN PROCUREMENT PACKAGE

- A. Develop procurement package for replacement travelling screen procurement, delivery, and installation by supplier. Schedule, prepare for, and participate in review meeting with the City to discuss items pertaining to the procurement documents.

EXHIBIT A – SCOPE OF SERVICES
WATER TREATMENT PLANT SOLIDS MITIGATION PROJECT
CITY OF GREAT FALLS, MONTANA
O.F. 1698.1

Revised: August 25, 2021

Submitted by: AE2S

1. Deliverables - Three (3) paper copies and one (1) electronic copy of Procurement Package documents, delivered to City one week prior to review meeting.

Estimated Fee: \$17,825

IV. PRELIMINARY ENGINEERING DESIGN

- A. Coordinate with City of Great Falls staff regarding existing site conditions, design and construction concepts, and project constraints.

1. Conduct a topographic survey of the site for the purpose of preparing technical drawings and establishing benchmarks at the site.
2. Conduct a geotechnical investigation to facilitate the design of the foundation for the new Solids Dewatering Building and associated site piping.
3. Conduct a site investigation to facilitate the design of site access, associated improvements, and permitting required.
4. Conduct a process/structural/electrical assessment in association with the Solids Dewatering facility. City to provide data on existing electrical demand and conditions.
5. Prepare 30% design plans, specifications, and associated engineering report for the Solids Dewatering improvements, associated site piping, and operations components for review by the City.
6. Prepare a refined project construction schedule.
7. Prepare updated opinions of total probable construction cost.
8. Schedule, prepare for, and participate in 30% design review meeting with the City to discuss items pertaining to the preliminary design of the project.
 - a. Deliverable – Five (5) paper copies and one (1) electronic copy of 30% Design Review documents, delivered to City one week prior to review meeting.

Estimated Fee: \$71,764

V. FINAL DESIGN

- A. Coordinate with City of Great Falls staff regarding existing conditions, design documentation format, and project constraints.
 1. Prepare 60% and 90% design plans, specifications, and associated engineering report for Solids Dewatering facility, associated site piping, and operations components for review by the City.
 2. Provide General Contractor/Construction Manager (GC/CM) support and review meetings ahead of milestone review meetings with the City.
 3. Provide internal QA/QC peer review meetings at 60% and 90% project design milestones.
 4. Prepare a construction/implementation strategy and provide the following:
 - a. Prepare a construction sequence plan for the new Solids Dewatering facility and associated piping.

EXHIBIT A – SCOPE OF SERVICES
WATER TREATMENT PLANT SOLIDS MITIGATION PROJECT
CITY OF GREAT FALLS, MONTANA
O.F. 1698.1

Revised: August 25, 2021

Submitted by: AE2S

- b. Prepare a startup/implementation plan for the new Solids Dewatering facility and associated piping.
- 5. Prepare updated opinion of total probable construction cost.
- 6. Prepare Building Permit application and associated documentation for review and approval by the City. Application fees to be paid by Owner.
- 7. Schedule, prepare for, and participate in meetings with the City to discuss items pertaining to the final design of the project.
 - a. Deliverables – Five (5) paper copies and one (1) electronic copy of 60% and 90% Design Review documents, delivered to City one week prior to review meeting.
- 8. Submit documentation to the Montana Department of Environmental Quality (DEQ) for review and approval, and coordinate revisions to the documentation with the City.
 - a. Deliverable – Three (3) paper copies of 90% Design documents.
 - b. Prepare associated DEQ permit applications.
 - c. City to provide necessary DEQ review and permit application payment.

Estimated Fee: \$548,834

VI. GENERAL CONTRACTOR/CONSTRUCTION MANAGER (GC/CM) SUPPORT – If selected, in lieu of Bidding/Negotiation

- A. Provide GC/CM support as follows:
 - 1. Prepare request for qualifications and assist the City with the review and selection process.
 - 2. Constructability and construction preference design review meetings ahead of milestone review meetings with the City.
 - 3. Provide Gross Maximum Price (GMP) review and recommendation to the City.
 - 4. Provide submittal review and recommendation on major equipment procurement.

Estimated Fee: \$40,650

VII. BIDDING/NEGOTIATION PHASE – if selected, in lieu of GC/CM Support

- A. Assist Owner in advertising for and obtaining bids or negotiating proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-Bid conference, receive and process Contractor deposits or charges for the Bidding Documents, and provide recommendation of award letter.
- B. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
- C. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by Contractor for those portions of the Work as to which such acceptability is required by the Bidding Documents.
- D. Prepare for and facilitate the Pre-Bid meeting, as well as provide meeting notes documenting any Contractor clarifications and/or questions received.

EXHIBIT A – SCOPE OF SERVICES
WATER TREATMENT PLANT SOLIDS MITIGATION PROJECT
CITY OF GREAT FALLS, MONTANA
O.F. 1698.1

Revised: August 25, 2021

Submitted by: AE2S

- E. Attend the Bid opening, prepare Bid tabulation based on lump sum bid schedule, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work. Prepare and submit a recommendation of award letter to the Owner.
 - a. Deliverable - Five (5) paper copies and one (1) electronic copy of Final Design Bidding documents delivered to the City.
 - b. AE2S to provide reproduction, delivery, and sale of bidding documents to Contractors, in conjunction will provide a planholder list to the Owner. AE2S to provide credit to Owner on invoice for sale of bidding documents.

Estimated Fee: \$50,144

VIII. MISCELLANEOUS SERVICES

- A. Prepare for and participate in miscellaneous meetings to review and discuss design and construction questions or issues with the City.
- B. Assist Owner with miscellaneous construction and/or operation items throughout the separate construction phases of the project.

Estimated Fee: \$60,000

Fee Summary*:

I.	Kickoff Meeting	\$ 9,482
II.	Arsenic Sludge Profile Tech Memo	\$ 39,225
III.	Travelling Screen Procurement Package	\$ 17,825
IV.	Preliminary Engineering Design Phase	\$ 71,764
V.	Final Design Phase	\$ 548,834
VI.	Bidding/Negotiation Phase (GC/CM Support)	\$ 50,144
VIII.	Miscellaneous Services	<u>\$ 60,000</u>

Estimated Fee for Design & Bidding: \$ 797,274



P:\Engineering\inspector\Mark Juras\1 - Projects\1698.1 WTP Solids Mitigation Facility\CAD\VICINITY MAP.dwg



WATER TREATMENT PLANT
SOLIDS MITIGATION PROJECT

VICINITY
MAP

OF 1698.1
08-23-148



Commission Meeting Date: September 7, 2021

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Resolution 10430 – Dedicate a Portion of Block 11, Country Club Addition, as Public Right-of-Way, in Accordance with Section 7-3-4446, MCA

From: Planning & Community Development/Public Works Departments

Initiated By: Montana Department of Transportation

Presented By: Craig Raymond, Planning and Community Development Director

Action Requested: Adoption of Resolution 10430

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (adopt/deny) Resolution 10430.”

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

Staff Recommendation: Staff recommends adoption of Resolution 10430.

Summary: Resolution 10430 would dedicate approximately 108 square feet of the northwest corner of Meadowlark Park as public right-of-way. The dedication is intended to include an existing pedestrian/ADA curb ramp, and is required to allow Federal transportation funds to be used to upgrade the ramp to current standards.

Background: The State of Montana and City of Great Falls intend to use Federal transportation funds for a pavement preservation project for Fox Farm Road, from Alder Drive to the City Limits. In addition to work on the pavements surface, the project will also include the upgrade of non-compliant corner ADA ramps to current standards.

The Federal Highway Administration requires all improvements funded with Federal transportation dollars to be within public right-of-way. During the survey phase, it was discovered that the ramp at the southeast corner of Fox Farm Road and Juniper Avenue is not within the right-of-way but is, instead, on City-owned park property legally described as Block 11, Country Club Addition (Meadowlark Park).

Because there is limited right-of-way width on Juniper Avenue (it is 50 feet wide, instead of the standard 60 feet for a local roadway), and because the street is not centered in the right-of-way, there is no room to move the ramp off of park property. Therefore, in order to bring the ramp up to current standards as a part of this project, it is necessary to dedicate a small portion (approx. 108 square feet) of City park

property as right-of-way. The location of the dedication request is shown as Exhibit A to the attached Resolution 10430.

Fiscal Impact: There will be no cost associated with this dedication, and non-City funds would be used to upgrade the corner ramp at this location.

Alternatives: The Commission could elect to not approve Resolution 10430. The corner ramp would then be removed from the project and City funds would need to be expended to upgrade it to current standards.

Concurrences: The City of Great Falls Public Works Department and Planning and Community Development Department both concur that the dedication of right-of-way is required for the ramp to be upgraded. Additionally, the City of Great Falls Park and Recreation Department has no objection to dedicating the existing ramp area as public right-of-way.

Attachments/Exhibits: Resolution 10430, with accompanying Exhibit A

RESOLUTION 10430

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, TO DEDICATE A PORTION OF BLOCK 11, COUNTRY CLUB ADDITION AS PUBLIC RIGHT-OF-WAY, IN ACCORDANCE WITH THE PROVISION OF SECTION 7-3-4446, MONTANA CODE ANNOTATED.

* * * * *

WHEREAS, the State of Montana and City of Great Falls intend to use Federal transportation funds for a pavement preservation project upon Fox Farm Road within the incorporated limits of the City of Great Falls; and

WHEREAS, said project will include the upgrade of corner ADA ramps to current standards; and

WHEREAS, the City of Great Falls is the owner of a parcel of land known as “Meadowlark Park” and legally described as Block 11, Country Club Addition; and

WHEREAS, the existing ADA ramp at the corner of Fox Farm Road and Juniper Avenue is on park property and is outside of the public right-of-way; and

WHEREAS, the Federal Highway Administration requires improvements made with Federal Transportation funding to be upon property that is held permanently as public right-of-way.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, HEREBY APPROVES:

The dedication and acceptance as public-right-of-way, and incorporation into the right-of-way of Juniper Avenue, of approximately 108 square feet of Block 11, Country Club Addition, as shown on the attached Exhibit A, and with an effective date of September 14, 2021.

PASSED AND ADOPTED by the City Commission of the City of Great Falls,
Montana, on this 7th day of September, 2021.

Bob Kelly, Mayor

ATTEST:

Lisa Kunz, City Clerk

(SEAL OF CITY)

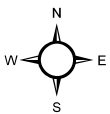
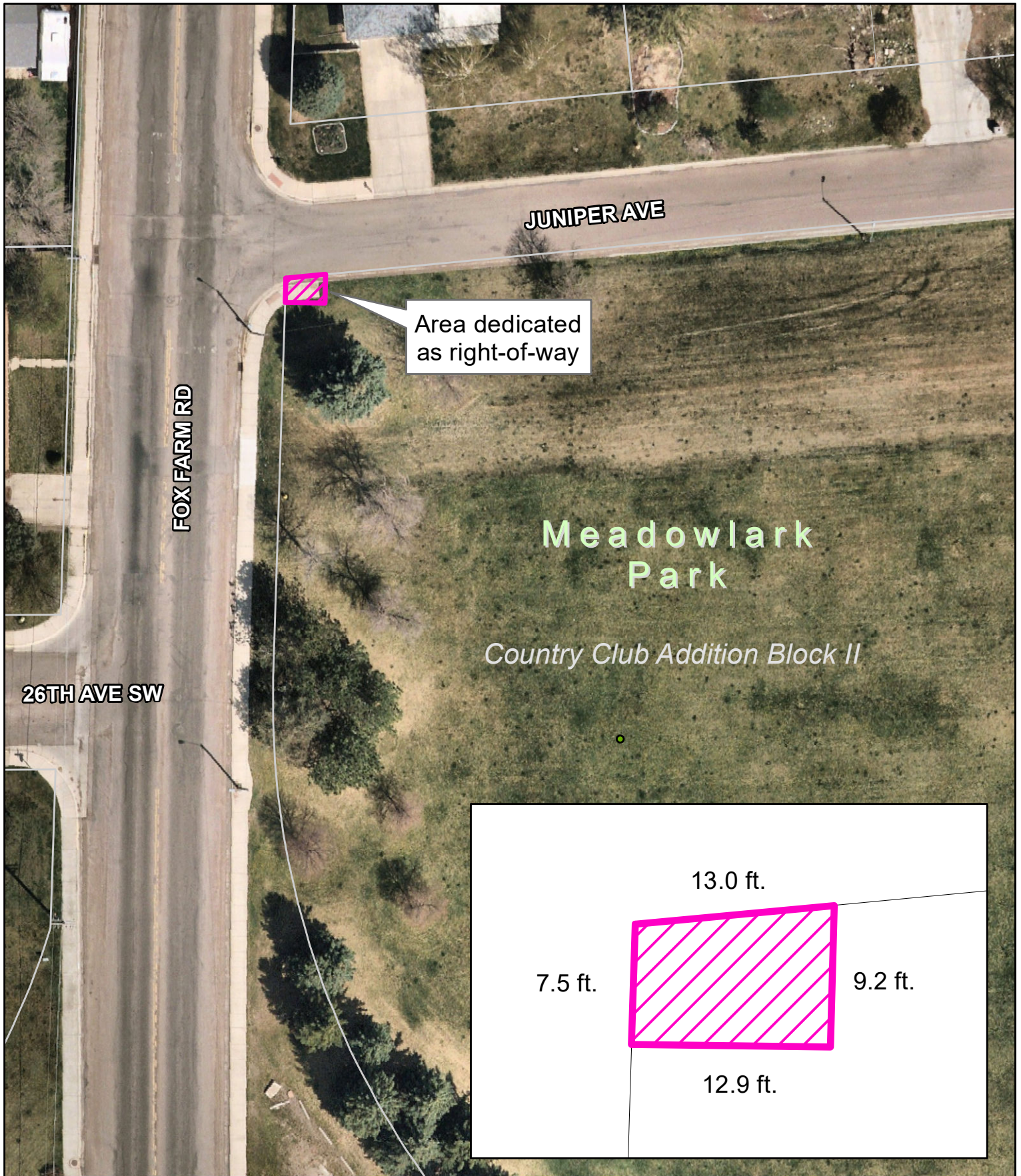
APPROVED FOR LEGAL CONTENT:

Sara R. Sexe, City Attorney

EXHIBIT A

RESOLUTION 10430

Agenda #19.



0 25 50 100 Feet

Date: 8/24/2021



Commission Meeting Date: September 7, 2021

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Appointments, Great Falls Citizen's Council

From: City Commission

Initiated By: City Commission

Presented By: City Commission

Action Requested: Appoint two members of the City Commission to serve on the Great Falls Citizen's Council for the September 28, 2021 special meeting and the October 26, 2021 meeting.

Suggested Motion:

1. Mayor moves:

"I move that the City Commission appoint _____ and _____ to serve on the Great Falls Citizen's Council also known as Council of Councils for the September 28, 2021 special meeting."

And

"I move that the City Commission appoint _____ and _____ to serve on the Great Falls Citizen's Council also known as Council of Councils for the October 26, 2021 meeting."

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

Staff Recommendation: It is recommended that the Mayor appoint two members from the City Commission to serve as the Commission's representatives for the Great Falls Citizen's Council in accordance with Title 2, Chapter 19, Section 090 the Official Code of the City of Great Falls (OCCGF).

Summary: Pursuant to the Charter of the City of Great Falls, the Neighborhood Council program was established by Ordinance 2727 in 1997. There are nine separate Council districts throughout Great Falls.

Background: The Great Falls Citizen's Council was created to act as a forum to address issues of community wide concern and resolve disputes among the individual neighborhood councils. The members are comprised of one member from each neighborhood council and two members of the City Commission who shall be appointed by the Mayor. The council meets three times a year, usually in January, May and October. The Citizen's Council will be holding a Special Meeting on September 28, 2021 to discuss nuisance properties. The Regular meeting is scheduled for October 26, 2021 at 7:00 PM in the Gibson Room of the Civic Center.