



**City Commission Meeting Agenda  
2 Park Drive South, Great Falls, MT  
Commission Chambers, Civic Center  
February 18, 2020  
7:00 PM**

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL / STAFF INTRODUCTIONS**

**AGENDA APPROVAL**

**CONFLICT DISCLOSURE / EX PARTE COMMUNICATIONS**

**PROCLAMATIONS**

1. Youth Art Month and Community Week of Compassion and Fast.

**PETITIONS AND COMMUNICATIONS**

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

2. Miscellaneous reports and announcements.

**NEIGHBORHOOD COUNCILS**

3. Miscellaneous reports and announcements from Neighborhood Councils.

**BOARDS AND COMMISSIONS**

4. Miscellaneous reports and announcements from Boards and Commissions.

**CITY MANAGER**

5. Miscellaneous reports and announcements from City Manager.

**CONSENT AGENDA**

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

6. Minutes, February 4, 2020, Commission Meeting.
7. Total Expenditures of \$2,926,031 for the period of January 18, 2020 through February 5, 2020, to include claims over \$5000, in the amount of \$2,680,908.
8. Contracts List.
9. Grants List.

- [10.](#) Approve the Montana Department of Transportation's Preliminary Engineering (PE) modification to the Memorandum of Understanding and Project Funding and Maintenance Agreement, increasing the City's funding match from \$8,669 to \$15,401 for the Stuckey Road Improvements project.
- [11.](#) Approve a Professional Services Agreement in the amount of \$99,110.00 to Stantec, for the Waste Water Treatment Plant (WWTP) Electrical Project, and authorize the City Manager to execute the agreement documents.
- [12.](#) Award a contract in the amount of \$733,375 to MRTE, Inc., for the Encino Drive / Grande Vista 2 Street Repairs Phase 2 project, and authorize the City Manager to execute the construction contract documents.
- [13.](#) Approve a Change Order #1 in the amount of \$24,280.01 for the Gibson Park Restroom Remodel, approve Final Payment in the amount of \$19,843.67 to Wadsworth Builders Company and \$200.44 to the State Miscellaneous Tax Fund and authorize the City Manager to make the payments.
- [14.](#) Adopt Corrected Resolution 10327, Correcting the Legal Description of Certain Property Located at 804 4th Avenue Southwest that has been Declared a Nuisance.

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

#### **PUBLIC HEARINGS**

- [15.](#) Resolution 10324, Establishing Residential and Commercial Sanitation Service Collection Rates Effective March 1, 2020. Action: *Conduct a public hearing and adopt or deny Res. 10324. Presented by Jim Rearden and Melissa Kinzler*
- [16.](#) Resolution 10329, Establishing Golf Fees for Eagle Falls Golf Club and Anaconda Hills Golf Course. Action: *Conduct a public hearing and adopt or deny Res. 10329. (Presented by Steve Herrig)*

#### **OLD BUSINESS**

#### **NEW BUSINESS**

- [17.](#) Parking Enforcement/Services Contract Renewal. Action: *Approve or not approve the City's Parking Enforcement Services Third Amended Contract. (Presented by Craig Raymond)*

#### **ORDINANCES / RESOLUTIONS**

- [18.](#) Resolution 10331, Authorizing the Issuance and Private Negotiated Sale of up to \$3,700,000 Tax Increment Bonds, Series 2020, West Bank Urban Renewal District; authorizing the issuance and private negotiated sale thereof and Approving Amendment No. 3 to Development Agreement with West Bank, LLC. Action: *Adopt or deny Res. 10331 and approve or deny Amendment No. 3 to the Development Agreement. (Presented by Melissa Kinzler)*
- [19.](#) Resolution 10333, A Resolution of the City of Great Falls regarding the adoption of an Energy Response Task Force. Action: *Adopt or deny Res. 10333. (Presented by Commissioner Moe and Citizen's for Clean Energy)*

20. Ordinance 3211, Amending Title 17 of the Official Code of the City of Great Falls (OCCGF): Reserving Chapters 41 through 43; and, repealing and replacing Chapter 44 Pertaining to Landscaping. *Action: Accept or not accept Ord. 3211 on first reading and set or not set the public hearing for March 17, 2020. (Presented by Craig Raymond)*
21. Ordinance 3212, Amending Title 17 of the Official Code of the City of Great Falls (OCCGF): Repealing Appendix B pertaining to the list of required trees for boulevard areas and street medians. *Action: Accept or not accept Ord. 3212 on first reading and set a public hearing for March 17, 2020. (Presented by Craig Raymond)*
22. Ordinance 3213, Amending Title 15 of the Official Code of the City of Great Falls (OCCGF): Pertaining to Buildings and Construction. *Action: Adopt or deny Ord. 3213. (Presented by Joseph Cik)*

### **CITY COMMISSION**

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

### **ADJOURNMENT**

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

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

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

**JOURNAL OF COMMISSION PROCEEDINGS**  
**February 4, 2020**

Regular City Commission Meeting

Mayor Kelly presiding

**CALL TO ORDER:** 7:00 PM

Commission Chambers Room 206

**PLEDGE OF ALLEGIANCE**

**ROLL CALL/STAFF INTRODUCTIONS:** City Commission members present: Bob Kelly, Mary Sheehy Moe, Owen Robinson, Tracy Houck and Rick Tryon. Also present were the City Manager Greg Doyon and Deputy City Manager Chuck Anderson; City Clerk Lisa Kunz; Public Works Director Jim Rearden; Planning and Community Development Director Craig Raymond; Finance Director Melissa Kinzler; City Attorney Sara Sexe; and, Police Chief Dave Bowen.

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

**CONFLICT DISCLOSURE/EX PARTE COMMUNICATIONS:** Commissioner Robinson disclosed that he met with a person having to do with one item on the agenda that was not ex parte.

1.

**PROCLAMATIONS**

Commissioner Moe read a proclamation for Career & Technical Education Month for Great Falls Public Schools (February 2020). CMR High School senior Andrea Newbrough and sophomore Haley Tompers, and Great Falls High School President of Business Professionals of America and Vice President of DECA John Milton, expressed appreciation for the opportunities to learn more outside of the typical high school education system and that allows students to discover their passions through these programs. Commissioner Robinson read a proclamation for Scouting Anniversary Week (February 2-8, 2020).

**PETITIONS AND COMMUNICATIONS**

2. **MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

Terry Thompson, Great Falls Association of Realtors Flag Project, 401 13<sup>th</sup> Avenue South, reported that the U.S. Flag was took down before the high wind event this past weekend to avoid damage and for cable repair. She further reported that the scouts are generous volunteers assisting the realtors with the flag project on Flag Day and the Fourth of July.

**NEIGHBORHOOD COUNCILS**

3. **MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

None.

**BOARDS & COMMISSIONS**

4. **REAPPOINTMENT TO THE BOARD OF ADJUSTMENT/APPEALS.**

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**Commissioner Moe moved, seconded by Commissioner Houck, that the City Commission reappoint Krista Smith to the Board of Adjustment/Appeals for a three-year term through September 30, 2022.**

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

Motion carried 5-0.

**5. APPOINTMENT TO THE TOURISM BUSINESS IMPORVEMENT DISTRICT BOARD**

**Commissioner Houck moved, seconded by Commissioner Robinson, that the City Commission appoint Peggy O’Hare-Becker to the Tourism Business Improvement District Board of Trustees for the remainder of a four-year term through June 30, 2021.**

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

Commissioner Houck expressed appreciation for this board and the appointees to the board, noting that it is a geographically limited board.

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

Motion carried 5-0.

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

Commissioner Robinson encouraged everyone to learn more about the census by clicking on the “Proud Partner Census 2020” icon on the City’s website and to start talking with others about the census.

**CITY MANAGER**

**7. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

City Manager Greg Doyon reported on the following:

- He and Mayor Kelly facilitated a mock City Commission meeting with Leadership High School students.
- The City Commission held a retreat and began a discussion about its priorities, and will meet again to refine the priorities for 2020.
- He participated in a City update with Chamber of Commerce President Shane Etzweiler at an interfaith organization last week.

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**February 4, 2020**

- He attended an MMIA Board meeting to start evaluating health insurance rates that the Commission will hear more about during the budget process.
- He finished an initial round of conversations with all of the Great Falls Fire Rescue (GFFR) platoons about what is or isn't working, and what they are looking for in their next Fire Chief. He will meet with the GFFR administrative team tomorrow. Based on those conversations it will shape, in part, how he will proceed with filling Chief Hester's position with GFFR. Different from prior recruitments, he has asked internal staff if they were going to apply for the position to gauge whether or not he would need to do an external recruitment. He received a lot of good feedback and heard some concerns that he will share with the Commission.
- He met with Great Falls Symphony Executive Director Hillary Shepherd to get to know her and learn more about her position. The Symphony is a big partner and utilizes this facility.
- He displayed and discussed pictures of facility issues and repair work going on at Fire Stations 1 and 4. The City has been talking about the need for public safety inclusive of police and fire. There have been multiple request throughout the years for additional firefighters, but that would mean an additional fire station and additional equipment. He wants the community to know that he is going to first try to take care of and rehab the current facilities before recommending and making an ask of the community for additional funding for another fire station.
- The high wind event on Saturday caused damage to City property: flags, roofs, and boulevard and park trees. Some traffic signals were out. GFFR was called out to a collapsed building, and grass fires due to downed power lines arching. GFFR did a third alarm to get properly staffed to deal with the call load and demand. Public Works dealt with downed trees in roads. There will be overtime expenses for Public Works, Park and Recreation, Police and Fire. GFFR had over 91 calls for service, and the 911-call center had over 700 calls during the event.
- He previously provided information about his discussion with the property owner of the mall. He wants to start inserting comments about development in Great Falls in hopes of the community gleaning a better understanding, awareness and acceptance of the challenges with development in the community. He referred to a recent article about Missoula increasing its impact fees by 10%. That community believes that new development must fund all of the services that is creating a demand for that development. When the impact fee is collected it is a one-time payment to fund those capital improvements. There is not an impact to the tax payers, it is covered by developers. Their impact fees in 2019 raised about \$1.2 million from all of the growth that occurred in that community. In future conversations he will share his research about what site selectors and developers look for in a community to better educate everybody on what those factors are.

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- Dan Clark with the MSU-Local Government Center will here on February 25-26, 2020 to conduct board, commission and council training. The City Commission will have a separate session on February 25<sup>th</sup> in the afternoon.

**CONSENT AGENDA.**

8. Minutes, January 21, 2020, Commission Meeting.
9. Total Expenditures of \$1,800,379 for the period of January 1, 2020 through January 22, 2020, to include claims over \$5,000 in the amount of \$1,556,186.
10. Contracts List.
11. Set a public hearing for February 18, 2020 on Resolution 10329, establishing golf fees for the 2020 golf season.

**Commissioner Houck moved, seconded by Commissioner Robinson, that the City Commission approve the Consent Agenda as submitted.**

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

Commissioner Moe commented that, although the fee increases for Item 11 are modest, she wants the trail fee and cart pass fee explained at the public hearing or work session.

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

Motion carried 5-0.

**PUBLIC HEARINGS**

**OLD BUSINESS**

**NEW BUSINESS**

**ORDINANCES/RESOLUTIONS**

12. **RESOLUTION 10328, REQUESTING DISTRIBUTION OF BRIDGE AND ROAD SAFETY AND ACCOUNTABILITY ACT (BaRSAA) FUNDS .**

Public Works Director Jim Rearden reported that adoption of this resolution authorizes the City to request distribution of Bridge and Road Safety and Accountability Act (BaRSAA) program funds in the approximate amount of \$1,089,000. HB 43 was signed by Governor Bullock on May 3, 2017, and provides additional state gas tax funding to local government and the Montana Department of Transportation. The bill provides a graduated increase in gas tax funds through fiscal year 2023.

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The requested funds, along with the City's 5% match, are proposed for the following projects: Encino Grande Vista 2 Street Repairs Phase 2 (OF 1680.1) and Upper River Road reconstruction extending Overlook Drive to 19<sup>th</sup> Avenue South (OF 1754).

At full development of the bill, the City will realize an additional amount of approximately \$1.3 million to provide for reconstruction of roadways within our jurisdiction. The projects will be contracted out to local contractors.

**Commissioner Robinson moved, seconded by Commissioner Houck, that the City Commission adopt Resolution 10328.**

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

Commissioner Tryon inquired how projects are chosen for this funding.

Director Rearden explained that staff has a long list of potential projects. These particular projects were chosen by an internal group of staff from Public Works, the Planning Department Transportation Planner, and the Street Supervisor. These projects rose to the top of the list based on traffic counts on Upper River Road and the road condition of Encino Drive. Another project in the works for this year is to complete seven to eight blocks of roadways on the lower north side during water main replacement projects.

Commissioner Moe inquired about the timeline if the resolution is adopted.

Director Rearden responded that the Encino Drive project is set to bid tomorrow, and staff has preliminary estimates on the Upper River Road project but think it will take a couple of years of allocations to take care of that project.

Commissioner Moe spoke in support of the Upper River Road project noting concerns about the lack of pedestrian facilities.

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

Motion carried 5-0.

**13. ORDINANCE 3200, REPEALING AND REPLACING TITLE 17, CHAPTER 36 OF THE OFFICIAL CODE OF THE CITY OF GREAT FALLS (OCCGF) PERTAINING TO PARKING, AND RESERVING CHAPTERS 33 THROUGH 35.**

Planning and Community Development Director Craig Raymond reported that Planning and Community Development and Public Works Engineering and Environmental Divisions have been working to address community concerns with the development process in Great Falls. While a significant portion of staff's work has been process related as well as internal issues, staff also recognized that there was opportunity to make some changes within the regulatory framework of the Official Code of the City of Great Falls. Beginning tonight, the Commission will be seeing



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code changes related to issues that staff feels can and should be addressed and supported by the Commission.

The off-street parking portion of the land development code is just one area that staff might typically hear concerns about, or would routinely receive requests for design waivers for simple things like parking stall sizes.

Staff evaluated comparable cities to gauge how Great Falls' requirements compare to other successful and growing communities in Montana and elsewhere. The primary focus with staff's proposed changes is to provide a significant amount of developer flexibility, reduce requirements that will provide cost savings to developers and to simplify the code language.

Staff has presented its findings and recommendations to the community and has received favorable comments up to this point.

**Commissioner Moe moved, seconded by Commissioner Tryon, that the City Commission accept Ordinance 3200 on first reading and set a public hearing for March 3, 2020.**

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

**Terry Thompson**, Great Falls Association of Realtors, 401 13<sup>th</sup> Avenue South, commented that the Realtors Task Force group did a basic analysis of the proposed changes, and were appreciative of three things: the lessened parking requirements in many instances; allowing shared parking areas to be 1,000 feet from a business, rather than 400 feet; and, allowing a business to prove that it needs less parking than the formula requires. With regard to proposed OCCGF 17.36.2.040 F. Internal Sidewalks – she inquired if seven (7) feet is required by ADA and, if not, that it may seem excessive in some areas; and, to provide a sidewalk from the front door of a business to a public sidewalk by the street would often be costly and it seems to be something that would never be used.

Director Raymond responded that the requirement of either a seven (7) foot sidewalk or a five (5) foot sidewalk with a parking curb is to allow for ADA accessibility in front of parking spaces. Accessible routes of travel from the building to the public rights-of-way have always been a requirement. The proposed code changes will not require existing businesses to install sidewalk unless they redevelop the property.

**Nancy Nevis**, 812 3<sup>rd</sup> Avenue SW, spoke in support of the five (5) and seven (7) foot sidewalk requirements for pedestrian safety.

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

Commissioner Tryon asked Director Raymond to expand upon the option for reducing the number of required spaces through preparation and approval of a use-specific parking study.

Director Raymond explained that what has been approved in the past is that some professionals will reference the Urban Land Institute that has done studies and research into parking requirements and standards. He provided West Bank Landing as an example where there are multiple businesses

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not of the same type and that peak demand may be at different times. Or, the applicant provides specific research and information that staff determines is reasonable.

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

Motion carried 5-0.

**14. ORDINANCE 3213, AMENDING TITLE 15 OF THE OFFICIAL CODE OF THE CITY OF GREAT FALLS (OCCGF) PERTAINING TO BUILDING AND CONSTRUCTION.**

City Attorney Sara Sexe reported that the Ordinance under consideration would amend the OCCGF Title 15 to comply with Mont. Code Ann. Title 50 and the Administrative Rules of Montana (ARM). Pursuant to Mont. Code Ann. Title 50, all cities and towns that adopt building or construction standards must adopt the same standards as adopted by the Montana Department of Labor and Industry (MTDOLI).

The proposed amendment would adopt the following codes:

1. The 2018 Uniform Plumbing Code
2. The 2018 International Mechanical Code
3. The 2018 International Fuel Gas Code
4. The 2018 NFPA 99C Gas and Vacuum Systems
5. The 2017 National Electrical Code
6. The 2018 International Building Code
7. The 2018 International Residential Code
8. The 2018 International Existing Building Code
9. The 2018 International Swimming Pool and Spa Code
10. The 2018 International Wildland-Urban Interface Code

The proposed amendment would also change language in certain provisions to adopt the appendices that have been adopted by the MTDOLI, and would allow the Great Falls Fire Rescue Department (GFFR) to assess fees for Fire Prevention Bureau inspections, if it deems necessary. Said fees would be set by Commission resolution.

The effective date of Ordinance 3213, if adopted, will be March 1, 2020 to comply with ARM time parameters.

**Commissioner Moe moved, seconded by Commissioner Houck, that the City Commission accept Ordinance 3213 on first reading and set second reading for February 18, 2020.**

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

Hearing none, Mayor Kelly called for the vote.

Motion carried 5-0.

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**CITY COMMISSION**

**15. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

Commissioner Tryon discussed the letter signed by Mayor Kelly concerning refugees' resettlement in Great Falls and Mayor Kelly's written apology. For clarification, he suggested a policy that sets forth in what circumstances a member of this and future City Commissions can appropriately use their official title to endorse a cause or sign on to a public document or event if it has not been publicly vetted and voted on by the City Commission, and guidance on how best to accomplish that.

Mayor Kelly responded that he reached out to Dan Clark of the MSU-Local Government Center to address the decision making process at the training session with the Commission scheduled for February [28<sup>th</sup> sic] 25, 2020, and that he looks forward to having that discussion.

**16. COMMISSION INITIATIVES.**

Commissioner Owen Robinson expressed an interest in replacing Bill Bronson as the City's representative on the Preservation Cascade Board. There were no objections.

Commissioner Tryon suggested that, given that the Design Review Board (DRB) has been resuscitated after being suspended for 12 months but before it was known that a \$450 fee proposal would accompany its resurrection, the DRB be revisited if the Commission is serious about streamlining the development review process. He requested guidance on the appropriateness of asking staff to draft language for a resolution to dissolve the DRB and the timing of same.

City Manager Doyon explained that Planning and Community Development staff did a full evaluation of its development review fees that included the development review engineers. The fee demonstrates his concern about the amount of staff time involved with the DRB process. He instructed staff to focus on the community development engineer costs first.

Commissioners Robinson and Tryon requested language be drafted dissolving the DRB for public input and Commission consideration.

Commissioner Moe noted that she thought it was in policy that once the Commission made a decision the matter could not be revisited for six months.

City Attorney Sara Sexe responded that she would look into whether there is a delineation of time before the Commission can revisit the issue and report back to the Commission.

Commissioner Robinson asked City Attorney Sexe to also research if the resolution that was adopted by the Commission could be brought up by someone that originally voted in favor of it.

**JOURNAL OF COMMISSION PROCEEDINGS**  
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Commissioners Moe and Robinson noted the passing of a great community leader, Dr. Bill Bloemendaal. He served in many capacities in the city and was a great advocate for Great Falls and Montana. He will be sorely missed.

Commissioner Houck expressed appreciation to first responders and others who stepped up and helped out this past weekend. She reminded everyone to slow down when traffic signals are out, and that there are still basic traffic laws to adhere to.

**ADJOURNMENT**

There being no further business to come before the Commission, **Commissioner Moe moved, seconded by Mayor Kelly, to adjourn the regular meeting of February 4, 2020, at 8:12 p.m.**

Motion carried 5-0.

\_\_\_\_\_  
Mayor Kelly

\_\_\_\_\_  
City Clerk Lisa Kunz

**Minutes Approved: February 18, 2020**



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

**PRESENTED BY:** Finance Director

**ACTION REQUESTED:** Approval with Consent Agenda

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

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

ACCOUNTS PAYABLE CHECK RUNS FROM JANUARY 23, 2020 - FEBRUARY 5, 2020	2,920,926.88
MUNICIPAL COURT ACCOUNT CHECK RUN FOR JANUARY 18, 2020 - JANUARY 31, 2020	5,104.67
<b>TOTAL: \$</b>	<b><u>2,926,031.55</u></b>

**SPECIAL REVENUE FUND**

**FIRE SPECIAL REVENUE**

MUNICIPAL EMERGENCY SERVICES INC	EXTRACTION RESCUE EQUIPMENT	139,361.00
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**STREET DISTRICT**

SHUMAKER TRUCKING & EXCAVATING CONTRACTORS INC	6000 TONS OF STREET SWEEPING MATERIAL	18,737.40
JAMES TALCOTT CONSTRUCTION INC	OF 1733.5 PW FACILITY IMPROVEMENTS GARAGE, STREET, & SANITATION	24,238.78

**PARK & RECREATION SPECIAL REVENUE**

WILLIAMSON FENCING	MULTI SPORTS FIELD #6 DUGOUTS AND BACKSTOPS ( SPLIT AMONG FUNDS)	10,517.72
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**PARK DISTRICT**

WILLIAMSON FENCING	MULTI SPORTS FIELD #6 DUGOUTS AND BACKSTOPS ( SPLIT AMONG FUNDS)	9,482.28
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**PERMITS**

TYLER TECHNOLOGIES INC	COMPUTER SOFTWARE	11,637.50
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**CAPITAL PROJECTS**

**GENERAL CAPITAL**

KUGLIN CONSTRUCTION	OF 1709.1 HISTORIC PRESERVATION OF THE 10TH ST BRIDGE PH3	139,589.01
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**ENTERPRISE FUNDS**

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**WATER**

NALCO COMPANY	CHEMICALS	5,599.83
TD& H ENGINEERING	OF 1494.6 WATER MAIN CROSSING UNDER UPPER MISSOURI	24,681.16
AE2S	OF 1637.1 WTP FILTRATION IMPROVEMENT	17,980.46
THATCHER CO OF MONTANA	CHEMICALS	5,516.84

**SEWER**

VEOLIA WATER NORTH AMERICA	MONTHLY WWTP OPERATION CONTRACT	247,722.79
VEOLIA WATER NORTH AMERICA	MONTHLY CONTRACTED CAPITAL IMPROVEMENTS	12,500.00
US BANK NATIONAL ASSOCIATION	DEBT SERVICE	326,320.00

**911 DISPATCH CENTER**

CENTURYLINK	JANUARY 2020 CHARGES	5,844.58
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**INTERNAL SERVICES FUND**

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**HEALTH & BENEFITS**

MONTANA MUNICIPAL INTERLOCAL AUTHORITY	INSURANCE PREMIUMS AND DEDUCTABLE	849,813.90
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**FINANCE**

ANDERSON ZURMUEHLEN AND CO PC	PERFORMANCE AND PREP REPORT	5,000.00
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**INFORMATION TECHNOLOGY**

CENTURYLINK	JANUARY 2020 ETHERNET CHARGES	5,167.12
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**CENTRAL GARAGE**

MOUNTAIN VIEW CO-OP	FUEL	22,786.50
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**CC FACILITY SERVICES**

A T KLEMENS INC	COURT HVAC UPGRADES	18,248.55
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**TRUST AND AGENCY**

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**PAYROLL CLEARING**

STATE TREASURER	MONTANA TAXES	52,018.00
ICMA RETIREMENT TRUST	EMPLOYEE CONTRIBUTIONS	8,590.97
FIREFIGHTER RETIREMENT	FIREFIGHTER RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	57,299.62
STATEWIDE POLICE RESERVE FUND	POLICE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	71,172.25
PUBLIC EMPLOYEE RETIREMENT	PUBLIC EMPLOYEE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	136,542.90
US BANK	FEDERAL TAXES, FICA & MEDICARE	217,601.23
AFLAC	EMPLOYEE CONTRIBUTIONS	9,623.86
LABORERS INTERNATIONAL UNION	EMPLOYEE CONTRIBUTIONS	27,740.47
WESTERN CONF OF TEAMSTERS	EMPLOYEE CONTRIBUTIONS	18,590.03
MONTANA OE - CI TRUST FUND	EMPLOYEE CONTRIBUTIONS	27,611.23
NATIONWIDE RETIREMENT SOLUTIONS	EMPLOYEE CONTRIBUTIONS	16,267.06
STATE OF MONTANA	4TH QUARTER UNEMPLOYMENT TAX	29,836.31

**UTILITY BILLS**

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NORTHWESTERN ENERGY	NOVEMBER 2019 TRANSMISSION	14,059.12
NORTHWESTERN ENERGY	JANUARY 2020 SLD CHARGES	82,987.66
NORTHWESTERN ENERGY	DECEMBER 2019 WATERPLANT CHARGES	10,221.86

**CLAIMS OVER \$5000 TOTAL:** \$ 2,680,907.99

**CITY OF GREAT FALLS, MONTANA**

**AGENDA: 8**

**COMMUNICATION TO THE CITY COMMISSION**

**DATE: February 18, 2020**

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

**PRESENTED BY:** Darcy Dea, Deputy City Clerk

**ACTION REQUESTED:** Ratification of Contracts through the Consent Agenda

**MAYOR’S SIGNATURE:** \_\_\_\_\_

**CONTRACTS LIST**

	<b>DEPARTMENT</b>	<b>OTHER PARTY (PERSON OR ENTITY)</b>	<b>PERIOD</b>	<b>AMOUNT</b>	<b>PURPOSE</b>
<b>A</b>	Park and Recreation	Thomas Dean & Hoskins Engineering (TD&H)	02/18/2020-12/31/2020	\$37,000	Professional Services Agreement for River’s Edge Trail Slide repair located east of the Giant Springs Road crossing <b>OF 1726.1</b> (CR 091719.9A; 020420.10B)



<b>B</b>	Park and Recreation	Forde Nursery Inc.	02/18/2020 – 10/10/2020	\$24,500	City of Great Falls Boulevard Tree Planting Agreement for the planting of 55 trees within the boulevard assessment district
<b>C</b>	Park and Recreation	Forde Nursery Inc.	02/18/2020 – 10/10/2020	\$24,500	City of Great Falls Parks Tree Planting Agreement for the planting of 68 trees within the City's park system
<b>D</b>	Administration City – 190	AVI Systems Inc.	06/06/2020 – 12/31/2020	\$7,751	Ratification of Retail Sales Agreement for Leightronix Incodexstream and Viebit streaming encoder and web hosting service, set up and training <b>OF 1741</b>

**COMMUNICATION TO THE CITY COMMISSION**

**DATE: February 18, 2020**

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

**PRESENTED BY:** Darcy Dea, Deputy City Clerk

**ACTION REQUESTED:** Ratification of Grants through the Consent Agenda

**MAYOR’S SIGNATURE:** \_\_\_\_\_

**GRANTS**

	<b>DEPARTMENT</b>	<b>OTHER PARTY (PERSON OR ENTITY)</b>	<b>PERIOD</b>	<b>GRANT AMOUNT REQUESTED</b>	<b>CITY MATCH</b>	<b>PURPOSE</b>
<b>A</b>	Great Falls Fire Rescue	Walmart Foundation	02/18/2020	\$5,000 - Walmart  \$5,000 – Sam’s Club	N/A	Community Grant Program Applications for active shooter and public safety grant funding
<b>B</b>	Planning and Community Development	Montana State Historic Preservation Office, P.O. Box 201202, Helena, MT 59620-1202	04/01/2020 – 03/31/2021	\$5,500	\$46,073.78 - City \$25,000 - County \$10,659.26 - Private/Non-Profit	Certified Local Government Grant Application for next fiscal year. Grant funds offset Historic Preservation Officer salary and operating costs for the historic preservation program



**Item:** Additional funding request to the Memorandum of Understanding (MOU) and Project Funding and Maintenance Agreement with the Montana Department of Transportation (MDT) for the Stuckey Road Improvements, O.F. 1739.1

**From:** Engineering Division

**Initiated By:** Public Works Department

**Presented By:** Jim Rearden, Public Works Director

**Action Requested:** Approve Preliminary Engineering (PE) modification to the Memorandum of Understanding and Project Funding and Maintenance Agreement, increasing the City's funding match.

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**Suggested Motion:**

1. Commissioner moves:

"I move that the City Commission (approve/not approve) the Montana Department of Transportation's Preliminary Engineering (PE) modification to the Memorandum of Understanding and Project Funding and Maintenance Agreement, increasing the City's funding match from \$8,669 to \$15,401 for the Stuckey Road Improvements project."

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

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**Staff Recommendation:** Approve the Additional funding request to the MOU and Project Funding and Maintenance Agreement.

**Summary:**

The original Memorandum of Understanding was approved by the City Commission on June 5, 2018. The City received a letter from Montana Department of Transportation on January 24, 2020 providing a Preliminary Engineering modification. The request is to modify the City match for the Preliminary Engineering (PE) from \$8,669 to \$15,401.

**Background:**

Significant Impacts

This project will reconstruct and pave the portion of Stuckey Road located within the City limits. This section of roadway is approximately three tenths of a mile in length, is currently gravel, and serves a mixture of

businesses and residences. The project will also extend the road improvements a short distance past the City limits into the County.

MDT will design, manage and oversee construction of these improvements. The project was nominated by City Staff through the Great Falls Technical Advisory Committee for consideration for funding through the Congestion Mitigation and Air Quality Improvement (CMAQ) Program. The City will pay a match of 13.42 percent of the total project costs for the work completed within the city limits. The County's match for their portion and the federal CMAQ funding will cover the remainder of the project costs. The project qualified for this funding source because it will improve air quality by eliminating dust generated from this section of roadway once the surface has been changed from gravel to pavement. The City will continue to maintain the section of Stuckey Road in the City limits after the improvements are completed.

#### Workload Impacts

MDT will complete the design and construction management. City Staff will have limited participation in the design phase and project administration.

#### Project Work Scope

This project will reconstruct and pave approximately 2,000 feet of Stuckey Road north of the Northwest Bypass. The new roadway will tie into the approaches for the existing businesses and residences and improve drainage along the roadway as needed. MDT anticipates construction to take place in 2021.

#### Conclusion

City Staff recommends approving the additional funding request to the MOU and Project Funding and Maintenance Agreement with MDT.

#### **Fiscal Impact:**

The matching funds from the City will be provided through the City's Street Fund.

#### **Alternatives:**

The City Commission could vote to not approve the additional funding request although this could potentially cancel the Project.

**Concurrences:** City Engineering staff and City Street Division recommends approval of the additional funding.

#### **Attachments/Exhibits:**

Letter from MDT regarding the MOU and Project Funding and Maintenance Agreement  
Original Agenda Report from June 5, 2018 and Memorandum of Understanding



Montana Department of Transportation

Michael T. Tooley, Director

Great Falls District Office
200 Smelter Avenue NE
PO Box 1359
Great Falls MT 59403-1359

Steve Bullock, Governor

Friday, January 24, 2020

Russel Brewer
City of Great Falls
1005 25th Avenue NE
Great Falls MT 59403

Les Payne
Public Works - Cascade County
415 3rd St NW
Great Falls, MT 59404

Subject: 9532000 Stuckey Road - Preliminary Engineering modification

The Preliminary Engineering budget for the Stuckey Road design is overrun and we will need additional funding to complete the design. You are the contacts for funding adjustments in the MOU agreement for the project signed in June of 2018.

Table with 6 columns: Project Phases, Total Project Cost, CMAQ Funds 86.58%, Matching Funds 13.42%, City Funds 76% of match, County Funds 24% of match. Rows include Preliminary Engineering (PE), Utility Relocations (IC), Right-of-Way (ROW), Construction (CN), Construction Engineering (CE), Subtotal, IDC, and Grand Total.

The above costs are estimates. Additional project costs will be covered in the same manner as above. The IDC rate for FY 2020 (July 1, 2019 - June 30, 2020) is 10.41%.

This modifies the PE City match from \$8,669 to \$15,401 and the PE County match from \$2,737 to \$4,863

The requested increase in the federal aid agreement amount for PE is \$80,000. This change will modify the PE City match from \$8,669 to \$15,401 and the PE County match from \$2,737 to \$4,863.

Please contact me by email or call me with any concerns.

Christie McOmber, District Projects Engineer

Handwritten signature of Christie McOmber

copies: Project File

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**Item:** Memorandum of Understanding (MOU) and Project Funding and Maintenance Agreement with the Montana Department of Transportation (MDT) for the Stuckey Road Improvements, O.F. 1739.1

**From:** Engineering Division

**Initiated By:** Public Works Department

**Presented By:** Jim Rearden, Public Works Director

**Action Requested:** Approve MOU and Project Funding and Maintenance Agreement.

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**Suggested Motion:**

1. Commissioner moves:

“I move the City Commission (approve/not approve) a Memorandum of Understanding and Project Funding and Maintenance Agreement including City Street funding participation of \$96,761.00 between the City of Great Falls and the Montana Department of Transportation for the Stuckey Road Improvements project, and authorize the City Manager to execute the agreement.”

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

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**Staff Recommendation:**

Approve MOU and Project Funding and Maintenance Agreement.

**Background:**

Significant Impacts:

This project will reconstruct and pave the portion of Stuckey Road located within the City limits. This section of roadway is approximately three tenths of a mile in length, is currently gravel, and serves a mixture of businesses and residences. The project will also extend the road improvements a short distance past the City limits into the County.

MDT will design, manage and oversee construction of these improvements. The project was nominated by City Staff through the Great Falls Technical Advisory Committee for consideration for funding through the Congestion Mitigation and Air Quality Improvement (CMAQ) Program. The City will pay a match of 13.42 percent of the total project costs for the work completed within the city limits. The County’s match for their portion and the federal CMAQ funding will cover the remainder of the project

costs. The project qualified for this funding source because it will improve air quality by eliminating dust generated from this section of roadway once the surface has been changed from gravel to pavement.

The City will continue to maintain the section of Stuckey Road in the City limits after the improvements are completed.

Citizen Participation:

There may be lane closures and road closures during construction.

Workload Impacts:

MDT will complete the design and construction management. City Staff will have limited participation in the design phase and project administration.

Project Work Scope:

This project will reconstruct and pave approximately 2,000 feet of Stuckey Road north of the Northwest Bypass. The new roadway will tie into the approaches for the existing businesses and residences and improve drainage along the roadway as needed. MDT anticipates construction to take place in 2021.

Conclusion:

City Staff recommends approving the MOU and Project Funding and Maintenance Agreement with MDT.

**Fiscal Impact:**

The anticipated matching funds from the City will be provided through the City's Street Fund.

**Alternatives:**

The City Commission could vote to not approve the MOU and Project Funding and Maintenance Agreement with MDT.

ATTACHMENTS:

- OF 1739.1 - Stuckey Road MOU, Funding and Maintenance Agreement



MEMORANDUM OF UNDERSTANDING

AND

PROJECT FUNDING AND MAINTENANCE AGREEMENT

THIS AGREEMENT is made and entered into by and between the State of Montana, acting by and through its Department of Transportation, hereinafter called "MDT" or the "State", Cascade County or the "County" and the City of Great Falls, hereinafter called the "City", together, referred to as "the Parties".

WITNESSETH THAT:

WHEREAS, the Parties are desirous of having Stuckey Road (L-7-77) reconstructed from RP 0 to approximately RP 0.426 and,

WHEREAS, it appears that by Fiscal Year 2021 or beyond, sufficient Federal and State highway construction funds will be available to construct UPN 9532000, CMGF 5299(133), Stuckey Road-Great Falls, hereinafter called the "Project"; and,

WHEREAS, the estimated cost of the Project's development as noted in Table 1 of this agreement will be financed by the State using Federal CMAQ funds and matching funds provided by the County and City; and,

WHEREAS, the Parties are desirous of seeing that Stuckey Road is maintained in good repair after the reconstruction is accomplished.

NOW, THEREFORE, in consideration of the covenants herein contained, the Parties agree:

1. The State agrees to proceed with the development of Project CMGF 5299(133) to reconstruct Stuckey Road.

The year 2021 or beyond is considered to be the best estimate to let the project to contract. The actual letting date will depend upon plan development, the magnitude of issues arising during project development, right-of-way acquisition if needed, and availability of funds.

This is not a commitment by the State to build Stuckey Road -Great Falls, as the "no build" alternate must be considered a viable alternate at every stage of development. It is a commitment by the State to proceed with the development of the project as long as it is desired by all parties, and necessary allocations of State and federal-aid funds are available.

2. The City and County agree to examine their long-range plans for water service and sanitary sewer condition and needs. Prior to plan completion, they further agree to identify water and sewer service needs to all areas that will, at any time in the foreseeable future, be serviced from beneath the project. The City and County agree to inventory and advise MDT of the condition of all water service lines. Prior to or during project construction, the City and County agree to replace water lines or sanitary sewer facilities that are located under the proposed project that are in such a condition that they may require replacement within twenty years after the estimated completion date of the proposed project. The City and County agree to ensure that any City or County construction work within the project limits is

completed prior to the letting of the project, or that provisions are made to coordinate the construction with the project. The City and County agree to pay for all City-owned or County-owned facilities installed by the MDT contractor during construction of the project, unless the facilities are in conflict with the project construction. For facilities that must be moved because of conflicts with the proposed project, MDT will prepare a utility agreement and will pay its proportional share of the cost as determined by state law.

3. The City and County agree to advise the utility companies responsible for water, power, gas, phone, etc. of the future plans for the area and to encourage them to make provisions for any underground utility additions, adjustments, or replacements anticipated within twenty years after the estimated completion date of the proposed project.

4. Section 17-1-106. MCA requires any state agency, including MDT, that receives non-general funds to identify and recover its indirect costs. 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 Project's share of MDT's indirect costs as defined by 2 CFR Part 200, Appendix VII. MDT's current indirect cost rate is 10.96% for fiscal year 2018 (July 1, 2017 to June 30, 2018).

For this project, MDT billings to the City of Great Falls and Cascade County will include a charge for the indirect costs at the current fiscal year indirect cost rate, which amount will be applied toward the total project contribution of the City and County. 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.

5. The City and County will be billed in advance for their local matching funds and associated indirect costs. Separate billings will be made for the Project's preliminary engineering phase and the subsequent construction/construction engineering phase. The billing for the PE phase will be sent within 30 days of this Agreement being signed. The billing for the CN/CE phase will be sent no more than sixty (60) days prior to the Project bid opening. The billing amount for CN/CE will be updated with the most current cost estimates at time of billing.

The contact for billing and accounting for the City is:

David Dobbs, City Engineer  
Public Works Complex, City of Great Falls  
1005 25th Avenue NE, Great Falls, MT 59403

The contact for billing and accounting for the County is:

Brian Clifton, Director  
Public Works, Cascade County  
415 3rd St NW  
Great Falls, MT 59404

6. The City and County will submit payment to the State within thirty (30) days of billing. Payments to this Project will be provided to the State in the form of a check to be credited to the Project. The payment(s) should be sent to MDT's Administration Division at:

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

7. The Parties understand that it is possible that the estimated cost of the Project may be exceeded once the Project has begun. For the PE and CE phases, the State agrees to cover cost overruns using Federal CMGF funds, provided, the City and County agree to pay the 13.42% local matching share and associated indirect costs for the overruns. For the CN phase, the State agrees to award the Project using Federal CMGF funds, provided, the lowest responsive bid does not exceed the allowable overrun percentage listed in Table 2. The City and County agree to pay the requisite 13.42% local matching share and associated indirect costs up to the allowable overrun percentage. The State will contact the City and County if the lowest responsive bid exceeds the allowable overrun percentage listed in Table 2 to determine a funding solution agreeable to all Parties. If all Parties agree to recommend awarding the contract, MDT will fund the overrun using Federal funds and the City and County agree to pay the additional 13.42% local matching funds and the associated indirect costs for the overruns.

If all Parties don't agree to fund the overrun, the State will recommend the Commission not award the Project. The State will work with the City and County to identify scope changes to bring the Project into a fundable level and re-advertise for letting. If scope changes cannot be agreed to by all Parties, then the Project may either be re-advertised, and all Parties agree to fully fund it in accordance with this agreement or the Project may be withdrawn, and the City and County agree to reimburse the State for all Federal funds expended to date.

The State's Project Manager will inform the City's and County's point of contact beforehand, and as early as possible, of anything that appears will result in a cost increase and will discuss the need for any possible additional costs, alternative designs, or a reduction in the Project's scope with the City and County and will consider the City and County comments and concerns for that additional cost or alteration in scope or design. None of this will prevent, delay, or excuse the City and County from paying for any additional costs deemed necessary by State.

8. 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 or County are billed for additional funds, MDT will not participate in any future funding agreement with the City or County until full payment, including interest, is received from the City or County.

9. Upon completion of the Project by the State and its contractor, the City and County, at their sole expense, agrees that it will service, maintain, repair and pay the cost of operating the Project described

in this agreement. The City and County agree that they are responsible to service, maintain, repair and operate the Project to ensure that it does not negatively impact the safety of the traveling public.

10. The City will operate and maintain the current and future Storm Drain System including the collectors, laterals, inlets and outfall facilities in accordance with the existing agreement (Memorandum of Agreement and Understanding dated December 6, 1991) between the City and State for maintaining such facilities.

11. Storm Water Management – If the project is anticipated to disturb one acre or more, then the following applies.

(1) Construction Storm Water General Permit.

(a) Upon completion of all physical work associated with construction activity, the parties will inspect the temporary erosion and sediment control measures and devices as part of the Department's final inspection with the Department's contractor. The Department will provide the City and County with the Storm Water Pollution Prevention Plan (SWPPP) package for the City's and County's review. Within ten (10) days of receiving the package, the City and County will provide the Department with an itemized list of any outstanding records or deficiencies associated with the SWPPP. Upon the Party's approval of site conditions and contractor records, the Department will provide the City and County a Permit Transfer Notification (PTN) form. The City and County will return the signed PTN form to the Department within ten (10) business days. The Department will forward the completed PTN form and transfer fees to the Montana Department of Environmental Quality (DEQ).

(b) Once DEQ transfers the Construction Storm Water General Permit Authorization, the City and County will inspect, maintain, and revise the Best Management Practice devices (BMPs) in accordance with DEQ permit requirements until final stabilization is met and permit coverage is terminated.

(c) The City and County agree to pay annual fees associated with permit coverage until termination.

12. The City and County agree that they will defend, protect, indemnify, and hold the State, 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 judgements (include the cost of defense and reasonable attorney fees) arising in favor of or asserted by the City's or County's employees or third parties on account of damage to property, bodily or personal injury, or death arising out of any services performed, act or omission that in any way results from the acts or omissions of the City and County, or their agents, or subcontractors, under this Agreement, except the negligence of the State under this Agreement.

The State agrees that it will protect, defend, indemnify, and hold the City and County, 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 judgements (include the cost of defense

and reasonable attorney fees) arising in favor of or asserted by the State's employees or third parties on account of damage to property, bodily or personal injury, or death arising out of any services performed, act or omission that in any way results from the acts or omissions of the State, or their agents, or subcontractors, under this Agreement, except the negligence of the City and County under this Agreement.

13. Choice of Law and Venue – In the event of litigation concerning this Agreement, venue will only be in District Court of the First Judicial District of the State of Montana in and for the County of Lewis and Clark. This Agreement will be interpreted according to Montana law.

14. Insurance – The City and County shall maintain for the duration of the Agreement at their cost and expense insurance against claims for injuries to persons or damages to property which may arise from or in connection with any act or omission by the City or County and their agents, employees, representative, assigns or subcontractors. This City's insurance coverage shall be primary insurance with respect to the State, its officers, officials, employees, and volunteers and shall apply separately to the facility and its location. Any insurance or self-insurance maintained by the State, its officers, officials, employees or volunteers shall be in excess of the City's insurance and shall not contribute with it. This insurance shall cover such claims as may be caused by any intentional or negligent act or omission.

a) Commercial General Liability Insurance: The City and County shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage as set forth below, to cover such claims as may be caused by any act, omission, or negligence of the City or County or their officers, agents, representatives, assigns, or subcontractors. Commercial General Liability insurance covering all operations under the Agreement shall have coverage substantially similar to the standard ISO Commercial General Liability Insurance policy, the limits shall be:

Each Occurrence	\$1,000,000.00
General Aggregate	\$2,000,000.00
Excess/Umbrella Liability Insurance	\$2,000,000.00

Any party classified as a governmental entity may meet the insurance requirements of this Agreement through self-insurance or risk sharing pool coverage which meets Montana statutory tort limits. Proof of self-insurance or risk sharing pool coverage must be provided to MDT before commencement of the Agreement activities. The City and County must notify the State immediately of any change in insurance coverage during the term of this Agreement and must meet the limits for private insurance shown above should self-insurance or risk sharing pool coverage be discontinued.

b) Additional insured status: The State, MDT, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds arising out of the activities performed by or on behalf of the City and County, including the insured's general supervision of any Contractor; products, and completed operations; premises owned, leased, occupied or used.

c) Certificates of Insurance: Insurance is to be placed with an insurer with a Best's rating of no less than A-. The Best's rating requirement does not apply to any governmental entity self-insurance or risk-

sharing pool insurance coverage. The City and County must notify the State immediately of any material change in insurance coverage, such as changes in limits, coverages, changes in status of policy, etc. The State reserves the right to require complete copies of insurance policies at any time.

15. Agreement Modification – Any change to this Agreement will only be by written agreement between the Parties.

16. Severability and Integration – If any single part or parts of this Agreement are determined to be void, the remaining parts will remain valid and operative. This Agreement, as written, expresses the total, final and only agreement of the parties relevant to its subject matter. No provision, expressed or implied, arising from any prior oral or written request, bid, inquiry, negotiation, contract, or any other form of communications shall be a provision of this Agreement unless specifically provided within the written terms herein.

17. Termination – The Parties may mutually terminate this Agreement in writing at any time prior to the award of the construction contract. MDT, at its sole discretion, may terminate or reduce the scope of this Agreement if available funding is reduced for any reason. Should the City or County decide to terminate the Project, the City and County will be responsible for the reimbursement of the Federal funds expended to date. MDT may terminate this Agreement in whole or in part at any time if the City or County fail to perform the Agreement as set forth. If MDT terminates this Agreement due to the City's or County's failure to perform, the City and County will be responsible for the reimbursement of the Federal funds expended to date.

18. Compliance with Laws - The City and County shall, at all times during the performance of its obligations of this Contract strictly adhere to all applicable local, state and federal laws and regulations, including but not limited to: Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1972, the Education Amendments of 1972, the Age Discrimination Act of 1975, the Americans With Disabilities Act, including Title II, Subtitle A, 24 U.S.C. Sec. 12101, et seq., all rules and regulations applicable to these laws prohibiting discrimination based upon actual or perceived race, color, national origin, ancestry, religion, creed, sex, age, marital or familial status, physical or mental disability, sexual orientation, gender identity or expression and handicap and with Exhibit A, attached hereto and incorporated by reference.

Non-Discrimination – The City and County will require that during the performance of any work arising out of this Agreement the City and County, for itself, assignees, and successors shall comply with all applicable non-discrimination regulations, as set forth in Attachment "A" attached hereto and made part of this Agreement.

Additionally, MDT requires that any construction resulting from this Agreement must include appropriate pedestrian facilities that meet or exceed current MDT standards 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.

IN WITNESS WHEREOF, the Director of Transportation's authorized representative has signed on behalf of the State of Montana, and the Mayor or the City Manager of the City of Great Falls, on behalf of the City, has signed and affixed hereto the seal of the City, and the Cascade County Commissioners have signed on behalf of the County.

**STATE OF MONTANA, DEPARTMENT OF TRANSPORTATION**

By \_\_\_\_\_  
Administrator - Engineering Division

\_\_\_\_\_, 20\_\_

By \_\_\_\_\_  
Approved for Legal Content

By   
Approved for Civil Rights

**CITY OF GREAT FALLS**

(SEAL & ATTEST)

By \_\_\_\_\_  
Greg Doyon, City Manager

By \_\_\_\_\_  
Lisa Kunz, City Clerk

**APPROVED FOR LEGAL CONTENT:**

By \_\_\_\_\_  
Sara Sexe, City Attorney

\_\_\_\_\_, 20\_\_

**CASCADE COUNTY, MONTANA**

(COUNTY SEAL)

\_\_\_\_\_, 20\_\_ BY \_\_\_\_\_  
CHAIRMAN, BOARD OF COUNTY COMMISSIONERS

ATTEST: BY \_\_\_\_\_  
MEMBER, BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
CLERK & RECORDER BY \_\_\_\_\_  
MEMBER, BOARD OF COUNTY COMMISSIONERS

**TABLE 1**  
**STUCKEY ROAD – GREAT FALLS**  
**PROJECT COST ESTIMATE FEBRUARY 2018**

<b>Project Phases</b>	<b>Total Project Cost</b>	<b>CMGF Funds 86.58%</b>	<b>Matching Funds 13.42%</b>	<b>City Funds 76% of match</b>	<b>County Funds 24% of match</b>
<b>length (feet)</b>		<b>2250</b>		<b>1710</b>	<b>540</b>
<b>percent</b>				<b>76.00%</b>	<b>24.00%</b>
<b>Preliminary Engineering (PE)</b>	<b>\$85,000</b>	<b>\$73,593</b>	<b>\$11,407</b>	<b>\$8,669</b>	<b>\$2,738</b>
<b>Utility Relocations (IC)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Right-of-Way (ROW)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Construction (CN)</b>	<b>\$700,000</b>	<b>\$606,060</b>	<b>\$93,940</b>	<b>\$71,394</b>	<b>\$22,546</b>
<b>Construction Engineering (CE)</b>	<b>\$70,000</b>	<b>\$60,606</b>	<b>\$9,394</b>	<b>\$7,139</b>	<b>\$2,255</b>
<b>Subtotal</b>	<b>\$855,000</b>	<b>\$740,259</b>	<b>\$114,741</b>	<b>\$87,203</b>	<b>\$27,538</b>
<b>IDC</b>	<b>\$93,708</b>	<b>\$81,132</b>	<b>\$12,576</b>	<b>\$9,557</b>	<b>\$3,018</b>
<b>Grand Total</b>	<b>\$948,708</b>	<b>\$821,391</b>	<b>\$127,317</b>	<b>\$96,761</b>	<b>\$30,556</b>

The above costs are estimates. Additional project costs will be covered in the same manner as above. The IDC rate for FY 2018 (July 1, 2016 - June 30, 2018) is 10.96%.

**TABLE 2**

**MDT GUIDELINES FOR AWARDING CONSTRUCTION CONTRACTS**  
(Used to determine allowable overrun cost participation based on construction bid award amount)

<b>LOWEST RESPONSIVE BID</b>	<b>ALLOWABLE OVERRUN %</b>
UNDER \$50,000	30%
\$50,000 - \$200,000	25%
\$200,000 - \$500,000	20%
\$500,000 - \$2,000,000	15%
OVER \$2,000,000	10%



**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](http://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 statues 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.



**Item:** Professional Services Agreement: Waste Water Treatment Plant Electrical, OF 1633.7.

**From:** Engineering Division

**Initiated By:** Public Works Department

**Presented By:** Jim Rearden, Public Works Director

**Action Requested:** Consider and approve a Professional Services Agreement for OF 1633.7.

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**Suggested Motion:**

1. Commissioner moves:

"I move that the City Commission (approve/not approve) a Professional Services Agreement in the amount of \$99,110.00 to Stantec, for the Waste Water Treatment Plant (WWTP) Electrical 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.

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**Staff Recommendation:** Approve a Professional Services Agreement.

**Summary:**

Neely Electric recently completed testing for the WWTP electrical distribution system. The results indicate that two cables are in immediate need of replacement. Along with the test results, WWTP staff report that duct banks that house the cables leak water. The electrical testing of the transformer and switch oil indicates that eleven of the fourteen devices have need for follow-up action. WWTP staff has discovered unexpected corrosion in the primary underground substation.

**Background:**

The WWTP site primary electrical distribution is a 2.4 kV system. The system has been in place since the early 1970s. Many of the components are still in-service, operating beyond their expected lives. Over the past several years the Great Falls WWTP has experienced multiple cable failures that are very disruptive to the operation of the Plant and costly to repair under emergency conditions. The testing evaluated the current condition of the existing cabling, and identified cables whose aged conductor insulation fall below industry accepted standards. Testing results indicate a need to replace selected cables and rehabilitate transformer oil.

Workload Impacts:

Stantec will provide, engineering design, bidding and construction contract documents, construction phase engineering services, and project inspection. Engineering will perform contract administration duties throughout the project.

Project Work Scope:

The Consultant's Professional Service Agreement will include the following tasks:

**TASK 1 – PROJECT SEQUENCING**

Develop a well-defined sequence of project activities for Tasks 2-5.

**TASK 2 – OIL REHABILITATION**

Develop a general oil rehabilitation plan for 12 transformers to guide the selected contractor through the oil rehabilitation process. Define an activity timeline to determine potential impacts to WWTP processes. Coordinate with the City and Veolia to determine if there will be a need for temporary power supply.

**TASK 3 – CABLE REPLACEMENT**

Develop final specifications, design and construction plans for replacement of cables identified in need of immediate replacement. Develop testing, maintenance and replacement schedule for remaining aging cables.

**TASK 4 – OIL-FILLED OBSOLETE DEVICE REPLACEMENT**

Develop final design, construction plans and specifications for the replacement of the obsolete oil-filled switches and cables as necessary. Assist the City in developing a contingency plan for all single points of failure and sequence the replacement of the obsolete oil-filled switches.

**TASK 5 – VAULT REPAIRS**

Develop general specifications, design, and construction plans for a new fiberglass reinforced plastic (FRP) rack to replace existing metal rack.

Conclusion:

City staff recommends approving the Agreement with Stantec, in the amount of \$99,110.00.

**Fiscal Impact:**

Sanitary Sewer Funds are programmed for this project.

**Alternatives:**

The City Commission could vote to deny the Professional Services Agreement, request Staff look for other Consultant to perform the service, or cancel the project.

**Concurrences:**

Engineering staff, City Environmental Division and Utilities Division recommend approval of the Agreement.

**Attachments/Exhibits:**

Professional Services Agreement  
Proposed Scope of Services  
Unit Rate Schedule

## 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 **Stantec Consulting Services, Inc., 621 Mallon Avenue, Suite 309, Spokane, WA 99201**, 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 through **December 31, 2022**. Both parties reserve the right to cancel this Agreement by providing a written thirty (30) day notice to the other party. The parties may extend this agreement in writing prior to its termination.

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 **Ninety-Nine Thousand One Hundred and ten Dollars (\$99,110.00)** per **Hourly Not-to-Exceed basis plus expenses** 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 certificate of insurance 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 indemnify, defend, and save City, its representatives, employees, and officers harmless from and against any and all actions, costs, fees, losses, liabilities or damages to the extent arising from or related to Consultant's performance of this Agreement and Consultant's work on the Project or work of any subcontractor or supplier to Consultant.

**7. Insurance:** Consultant shall purchase and maintain insurance coverage as set forth below. The insurance policy must name the City, (including its elected or appointed officers, officials, employees, or volunteers), as an additional insured and be written on a "primary—noncontributory basis, and on an occurrence, not a claims made basis (except for Professional Liability (E&O))." Consultant will provide the City with applicable additional insured endorsement documentation substantially similar or identical to the example set forth below. 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 must contain a provision or endorsement that the coverage afforded will not be canceled, materially changed such that the requirements in this Agreement are no longer met, 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	\$1,000,000 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 claim \$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.



Additional Insured Endorsement Example:

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

**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 (collectively, "Materials") prepared by the Consultant pursuant to this Agreement are the property of the City upon full payment of all monies owed to the Consultant. 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 **Russell Brewer** and Consultant's designated liaison with City is **Russ Connole**.

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

**16. Binding:** This Agreement and all of the covenants hereof shall inure to the benefit and be binding upon the City of Great Falls and the Consultant respectively and their partners, successors, assigns and legal representatives. Neither the City nor the Consultant shall have the right to assign, transfer or sublet their interest or obligations hereunder without written consent of the other party.

17. **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.

18. **Limitation of Liability:** The total amount of all claims the City may have against the Consultant under this Agreement or arising from the performance or non-performance of the Services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be equal to the amount of required insurance. As the City's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against the Consultant and not against any of the Consultant's employees, officers or directors.

Neither the City nor the Consultant shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected to this Agreement or the performance of the services on this Project. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.

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 \_\_\_\_\_  
Gregory T. Doyon, City Manager

By \_\_\_\_\_

Print Name Russ Connole

Date \_\_\_\_\_

Title Senior Associate

Date 02/04/2020

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.

**February 4, 2020**

City of Great Falls  
Attn. Russ Brewer, Senior Civil Engineer  
PO Box 5021  
1025 25<sup>th</sup> Ave NE  
Great Falls, Montana 59403-5021

**Reference: WWTP Great Falls Montana  
Electrical Repair and Upgrade Phase II - Scope & Fee Estimate**

Dear Mr. Brewer:

Stantec has been requested by the City of Great Falls, Montana (City) to prepare a scope and fee estimate to provide design, engineering and documents to support electrical repair and upgrades to the electrical distribution system at the City's Wastewater Treatment Plant (WWTP.)

### **SCOPE**

The scope of services for this contract shall include but is not limited to the following items: project sequencing plan, oil rehabilitation plan, final design (where required), developing construction plans and specifications (where required), and bidding and construction phase services. See Tasks below for additional details.

Stantec submits the following to address the identified needs.

#### **TASK 1 – PROJECT SEQUENCING**

- a. Stantec will develop a well-defined sequence of project activities for the Tasks 2-6 below and a well-defined sequence of steps for each task.

#### **TASK 2 – OIL REHABILITATION**

- a. Stantec will develop a general oil rehabilitation plan for 12 transformers to guide the oil rehabilitation contractor through the oil rehabilitation process.
  - i. The oil rehabilitation plan will include PCB testing results for the 14 oil filled devices (12 transformers and 2 switches). Stantec will identify and gain a cost estimate from a qualified oil rehabilitation contractor to conduct PCB testing for the 14 oil filled devices (12 transformers and 2 switches). The City will contract directly with the identified oil rehabilitation contractor and the cost of the PCB testing for all devices will be the responsibility of the City. The City will share all PCB testing results with Stantec for inclusion in the oil rehabilitation plan.
- b. Stantec will prepare reporting to be provided to the selected contractor.
- c. Stantec will define and refine an activity timeline to determine potential impacts to WWTP processes.
- d. Stantec will coordinate with the City and Veolia to determine if there will be a need for temporary power supply.
- e. Upon completion of Task 2, the General Contractor will provide documentation of oil replacement for all 12 transformers.
- f. Stantec will provide bidding services for Task 2.

#### **TASK 3 – CABLE REPLACEMENT**

- a. Stantec will develop a final design and construction plans and specifications for the cable replacement for cables: K10 and L12.

**Reference: WWTP Great Falls Montana  
Electrical Repair and Upgrade Phase II - Scope & Fee Estimate**

- b. Stantec will develop a final design and construction plans and specifications for the additional short cable located in same bank as L12.
- c. Stantec will develop testing, maintenance and replacement schedule for remaining aging cables.
- d. Stantec or Stantec's sub-consultant will provide bidding and construction phase services for Task 3.

**TASK 4 – OIL-FILLED OBSOLETE DEVICE REPLACEMENT**

- a. Stantec will develop final design, construction plans and specifications for the replacement of the obsolete oil-filled switch with identified failing cable.
- b. Stantec will assist the City in developing a contingency plan for all single points of failure and sequence the replacement of the obsolete oil-filled switches as individual evaluations.
- c. Stantec or Stantec's sub-consultant will provide bidding and construction phase services for Task 4.
- d. Stantec will evaluate the condition and technology of the second obsolete oil filled switch to determine if it can be replaced with or without replacing associated cables. Based on the evaluation, Stantec will develop a final design, construction plans and specifications for the replacement of the second obsolete oil-filled switch (and cables if necessary).
- e. Stantec will coordinate with the City to provide bid services for each replacement switch (2.) Services will include bidder, cost, feasibility and schedule review of each bidders proposal.
- a. Based on the condition assessment prepared by Stantec, the selected General Contractor (GC) will provide costs for two alternate bid items as stated below:

**Bid Alternate #1:**

- 1. Develop a cost for the following:
  - i. Replacement of the second obsolete oil filled switch.

**Bid Alternate #2:**

- 1. Develop costs for each of the following:
  - ii. Replacement of the second obsolete oil filled switch; and
  - iii. Replacement of cables feeding the second obsolete oil filled switch.

**TASK 5 – VAULT REPAIRS**

- a. Stantec will develop general design specifications for a new fiberglass reinforced plastic (FRP) rack to replace existing metal rack.
- b. The selected General Contractor will coordinate with the FRP rack vendor to develop a final design and construction plans consistent with the specifications for a new FRP Rack.
- c. Stantec will develop a sequencing plan for rack replacement.
- d. Stantec or Stantec's sub-consultant will provide bidding and construction phase services for Task 5.

**TASK 6 – PROJECT MANAGEMENT**

A very important component to running a smooth project is good project management with good communications, accounting, and accountability. Stantec uses a 10-point project management framework to help projects meet client expectations. Our project management framework emphasizes documentation and communication with our clients. The 10 points include:

**Reference: WWTP Great Falls Montana  
 Electrical Repair and Upgrade Phase II - Scope & Fee Estimate**

0. Prepare a proposal that includes a project plan with scope, budget, resources, deliverables, and schedule. Conduct and document independent review (independent review is common at all points)
  1. Obtain written instructions to proceed.
  2. Maintain project plan at an appropriate level of detail.
  3. Establish project record directories and file the project records accordingly.
  4. Complete a health, safety, and environmental risk management assessment for field work.
  5. Monitor the project financials and team effort on a regular basis.
  6. Obtain the Client’s written approval of and change to our scope of services in a timely manner.
  7. Conduct and document a quality review of all final deliverables prior to issue.
  8. Conduct and document an independent review of all final deliverables prior to issue.
  9. Close out the project financials and files assuring accurate documentation.

Russ Connole will be responsible for following the project management framework, and regularly communicating with the City’s staff.

Monthly invoices will be submitted to the City of Great Falls per the terms of the contract.

**TASK 7 – BIDDING and CONSTRUCTION PHASE SERVICES**

- Stantec will provide bidding services for Tasks 2, 3, 4, and 5.
- Stantec, or sub-consultant, will provide construction phase services for Tasks 3, 4 and 5.

**SCHEDULE**

The schedule below is tentative and may vary depending on the availability and access to project information, city schedules, and workload. Stantec will coordinate the completion of work with the City’s project manager. The “Completion Date” listed below is for project sequencing plan, oil rehabilitation plan, final design (where required) and to develop construction plans and specifications (where required). Bidding is estimated to begin in April of 2020 and the construction phase is projected to begin in May of 2020.

<b>Task</b>	<b>Estimated Start Date</b>	<b>Completion Date</b>
Task 1 – PROJECT SEQUENCING	February 10, 2020	December 2020
Task 2 - OIL REHABILITATION	February 10, 2020	April 6, 2020
Task 3 – CABLE REPLACEMENT	February 10, 2020	April 6, 2020
Task 4 – OIL-FILLED OBSOLETE DEVICE REPLACEMENT	February 10, 2020	April 6, 2020
Task 5 – VAULT REPAIRS	February 10, 2020	June 30, 2020
Task 6 – PROJECT MANAGEMENT	February 10, 2020	December 2020
Task 7 – BIDDING and CONSTRUCTION PHASE SERVICES	April 2020	December 2020

**FEES**

The contract is expected to be a fixed fee, based on an Hourly Not-to-Exceed basis plus expenses.

**Reference: WWTP Great Falls Montana  
Electrical Repair and Upgrade Phase II - Scope & Fee Estimate**

A fee allocation of \$99,110 is requested to complete the tasks above.

**EXCEPTIONS**

- Stantec does not warranty the accuracy of tests by others done outside of this scope. Stantec will provide only our opinion based on the results of tests by others outside of this scope. Follow-up and retesting of previous tests are out of scope for this scope of work (SOW.)
- Stantec will have professional staff working on preparing and finalizing project documents within the timeframe described within the schedule above. Any additional staff time necessary to complete the documents beyond the timeframe described herein will require an amendment to the contract.
- The City of Great Falls' project manager will be available to meet with Stantec project staff on-site on up to three occasions. Additional on-site meetings will require a budget amendment.
- Pre-existing hazardous conditions in or on the site may affect, delay, or prevent Stantec from fully executing the project on schedule.
- The oil rehabilitation services, described in Task 2 will not require Stantec to provide construction phase services.
- Stantec will be given access on-site to all areas and equipment necessary to complete the scope of work. If access is not readily available, this could cause project delays and require an amendment to the contract.
- Variance from the above schedule caused by City of Great Falls may result in Stantec missing the project deadline, resulting in additional project time, requiring a contract amendment.
- One round of review comments from the City of Great Falls on each document is included in our scope and fee. Additional reviews will require a contract amendment.

We appreciate the opportunity to provide this scope and fee estimate and look forward to working with the City of Great Falls to complete this project.

**Stantec Consulting Services Inc.**



**Russ Connole**  
Senior Associate/Spokane Office Lead

Phone: (509) 340-1718  
Russell.connole@stantec.com

**STANTEC SCHEDULE OF HOURLY RATES**  
City of Great Falls, Montana  
Engineering and Other Related Professional Services  
January 2020

**HOURLY PROJECT BILLINGS RATES**

<b>Labor Classification</b>	<b>Hourly Billing Rate</b>
Project Controls/Accounting/Admin	\$ 105.00
Jr. Designer (0 to 5 years' experience)	\$ 125.00
Designer (5+ years' experience)/PM Assistant	\$143.00
BIM/CAD Manager (15+ years' experience)	\$165.00
Staff Engineer (EIT) (0 to 5 years' experience)	\$ 154.00
Jr. Project Engineer (PE) (5+ years' experience)	\$165.00
Sr. Project Engineer (PE)/Sr. Project Manager (15+ years' experience)	\$ 192.00
Project Technical Lead	\$216.00
Discipline Technical Lead	\$ 239.00
Technical Expert	\$ 275.00

**OTHER DIRECT PROJECT COSTS**

<b>Other Direct Costs</b>	<b>Project Billing Rates</b>
General and Administration Costs	10%
Subconsultants	At Cost plus G&A
Travel (Rental cars, airfare, per diem and lodging only)	At Cost plus G&A
Vehicle Mileage	IRS Allowances plus G&A
Computer Aided Design (CAD) Software	Included in the Project Hourly Billing Rates
Employee Expenses (printing, associated project costs, etc.)	Included in the Project Hourly Billing Rates
Health, Safety, and Equipment /PPE	Included in the Project Hourly Billing Rates

In the performance of these services, Stantec may use personnel and other resources from affiliated Stantec companies at the rates provided above.

*\* Rates are valid through December 31, 2020. Thereafter, rates will be adjusted per terms of contract.*



Approved: \_\_\_\_\_

Date: \_\_\_\_\_

Consultant: \_\_\_\_\_  
Stantec Consultant Services, Inc.



**Item:** Construction Contract Award: Encino Drive / Grande Vista 2 Street Repairs Phase 2, OF 1680.1.

**From:** Engineering Division

**Initiated By:** Public Works Department

**Presented By:** Jim Rearden, Public Works Director

**Action Requested:** Consider Bids and Award Contract.

---

**Suggested Motion:**

1. Commissioner moves:

"I move that the City Commission (award/not award) a contract in the amount of \$733,375 to MRTE, Inc., for the Encino Drive / Grande Vista 2 Street Repairs Phase 2 project, and authorize the City Manager to execute the construction contract documents."

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

---

**Staff Recommendation:** Approve construction contract award.

**Summary:**

The project extends along Encino Drive from Park Garden Road to a point approximately 150-feet south of the intersection of Madera Drive. The project consists of reconstructing approximately 850 feet of road way, installing curb and gutter, sidewalk, strip drains, and ADA compliant curb ramps.

**Background:**

Citizen Participation:

City Public Works staff will hold a community informational meeting on April 15, 2020 with the citizens prior to construction. This meeting will address construction scheduling and review questions and concerns with the selected contractor present. An informational letter was distributed to the area residents on January 30, 2020.

Workload Impacts:

Design phase engineering and plans and specifications were completed by the City Engineering staff with assistance from City Street Division and Utilities. City Engineering staff will provide construction phase engineering services and project inspection.

Purpose:

Due to numerous resident complaints and recurring maintenance issues, this project was initiated to complete the reconstruction of Encino Drive from the intersection of Park Garden Road to the cul-de-sac. The entire street project was split into two phases, due to the length and extensive nature of the work required to fix the street.

- Phase 1 consisted of reconstructing approximately 600 feet of roadway. The project included removal of the existing pavement and base course, proper compaction of the clay subgrade soils, installation of drainage elements, installation of a separation and subgrade support fabric, and installation and compaction of new base course and asphaltic concrete pavement. Phase 1 was completed on August 31, 2019 by United Materials of Great Falls, Inc. and Final Payment was approved by the City Commission on January 7, 2020.
- Phase 2 will extend from the intersection of Park Garden Road and Encino Drive to 150-feet south of the intersection of Madera Drive and Encino Drive. This phase of the project will include removal of the existing pavement and base course, proper compaction of the clay subgrade soils, installation of drainage elements, installation of a separation and subgrade support fabric, and installation and compaction of new base course and asphaltic concrete pavement.

Project Work Scope:

Work to be performed under this contract includes reconstructing 850-feet of roadway which includes: integral concrete curb and gutter; prefabricated geocomposite strip drain; 4-inch concrete sidewalk; 6-inch reinforced concrete; ADA Ramps; and landscape restoration.

Evaluation and Selection Process:

The specifications were advertised three times in the *Great Falls Tribune*. Two bids were received on February 6, 2020 ranging from \$733,375 to \$816,400. MRTE, Inc. submitted the low bid.

Conclusion:

City staff recommends awarding the contract to MRTE, Inc. in the amount of \$733,375.

**Fiscal Impact:**

The attached bid tabulation summarizes bids that were received. City Improvements other than Buildings and Bridge and Road Safety and Accountability Act (BaRSAA) Fuel Tax revenues are programmed to fund this project.

**Alternatives:**

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

**Concurrences:**

City Engineering and Street Division staff recommend approval of the bid and award of the contract.

**Attachments/Exhibits:**

Bid tabulation  
Vicinity Map

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

BID TABULATION SUMMARY

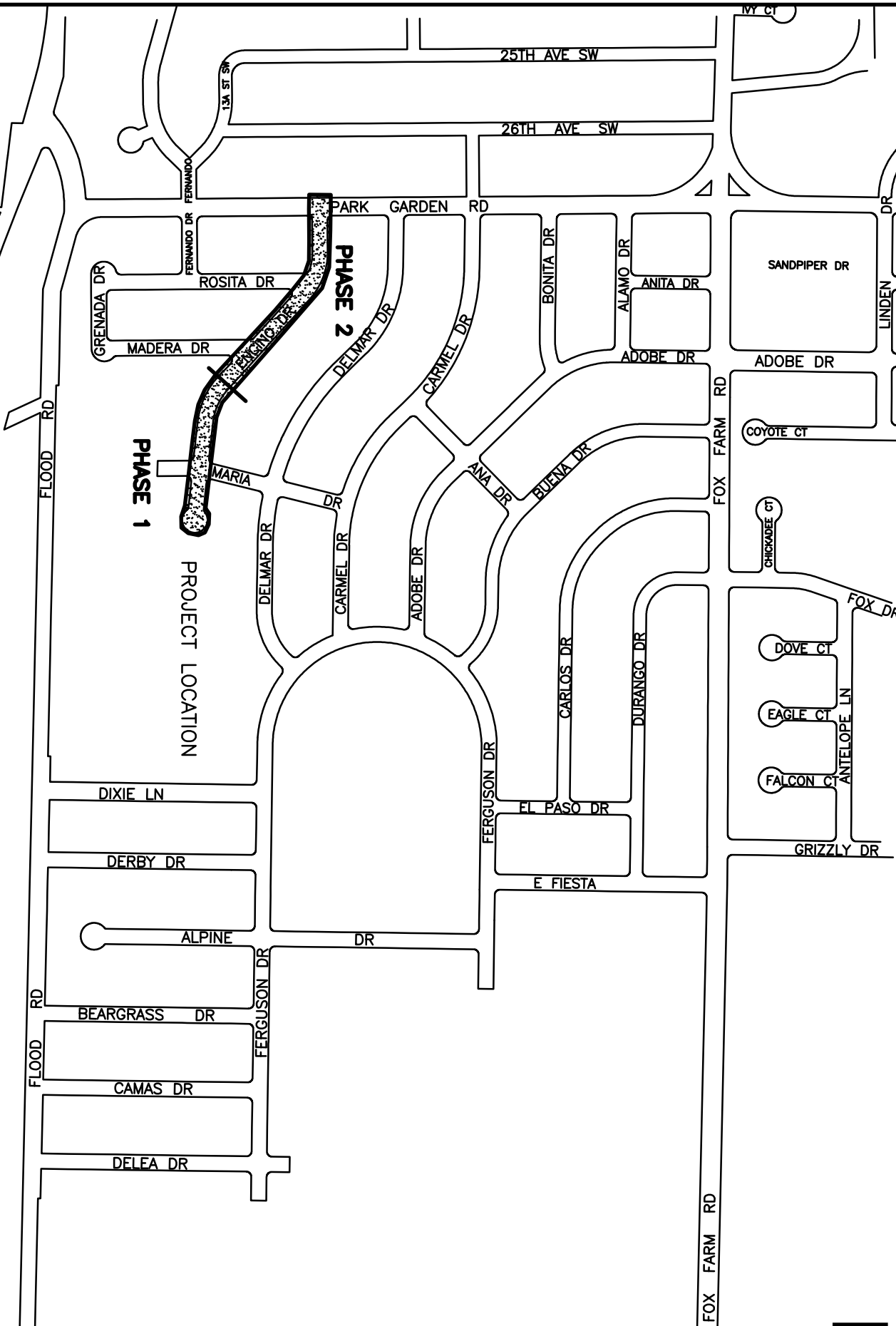
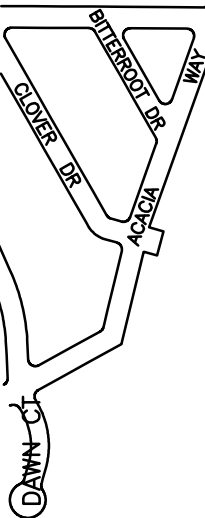
Encino Drive/Grande Vista 2 Street Repairs Phase 2  
 O.F. 1680.1

Project Number \_\_\_\_\_  
 Bids Taken at Civic Center  
 Date: February 5, 2020  
 Tabulated By: \_\_\_\_\_

	<b>Name &amp; Address of Bidder</b>	<b>Acknowledge Addendum #1</b>	<b>Acknowledge Addendum #2</b>	<b>10% Bid Security</b>	<b>Affidavit of Non-Collusion</b>	<b>Certificate of Non-Segregated Facilities</b>	<b>Certificate of Compliance with Insurance Req.</b>	<b>Total Bid</b>
1	United Materials, Inc. P.O. Box 1690 Great Falls, MT 59403	Yes	N/A	Yes	N/A	Yes	Yes	<b>\$816,400.00</b>
2	MRTE, Inc. PO Box 538 Black Eagle, MT 59414	Yes	N/A	Yes	N/A	Yes	Yes	<b>\$733,375.00</b>
3								
4								
5								
6								
7								
8								
9								
10	<b>Engineer's Estimate</b>							<b>\$800,026.32</b>



26TH AVE SW





**Item:** Change Order #1 and Final Payment: Gibson Park Restroom Remodel, OF 1737.1.

**From:** Engineering Division

**Initiated By:** Parks and Recreation Department

**Presented By:** Steve Herrig, Parks and Recreation Director

**Action Requested:** Approve Change Order #1 and the Final Pay Request.

---

**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (approve/not approve) Change Order #1 in the amount of \$24,280.01 for the Gibson Park Restroom Remodel, and (approve/not approve) Final Payment in the amount of \$19,843.67 to Wadsworth Builders Company and \$200.44 to the State Miscellaneous Tax Fund and authorize the City Manager to make the payments.”

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

---

**Staff Recommendation:**

Approve Change Order #1 and Final Payment Request.

**Summary:**

The 2016 Park and Recreation Master Plan identified \$2,900,000.00 in critical needs, specific to Gibson Park. This rest room remodel project is the first of the Gibson Park critical needs addressed as part of the Master Plan initiative. The remodel included ADA improvements and expanded the capacity of the restroom for park patrons. The Park and Recreation Department, with assistance from the Engineering Division of Public Works, contracted with L’Heureux Page Werner Architecture (LPW) to design, bid and manage the project.

The upgrades included the addition of a toilet in the women’s restroom and a urinal in the men’s restroom, updated plumbing and lighting fixtures and floor plan, and the addition of a serving window.

Workload Impacts

Design phase services were completed by the City’s consultant under the direction of the Park and Recreation Department. The City Engineering Division provided invoice processing and general contract management.

### Purpose

The purpose of the project was to remodel the Gibson Park restroom to improve ADA access, restroom capacity, energy efficiency, and enhance public enjoyment in the park.

### Project Work Scope

The project included restroom and concessions space upgrades. These upgrades updated the existing restroom floor plan to include the addition of one urinal in the men's restroom and one toilet in the women's restroom. The project also updated lighting fixtures, plumbing fixtures, and heating and cooling mechanisms to achieve building operation that is more efficient. Additionally, the project will also add an ADA accessible serving window to the concessions space to serve patrons using park amenities near the park entrance.

The Change Order accounts for the additional time, materials, labor, and equipment necessary to complete additional work to install a new furnace with air conditioning to serve the whole building rather than just the tenant space as originally planned. There were also some minor electrical, fixture and floor finish changes directed as part of this Change Order.

### Original Bid Opening

Four (4) bids were received on May 22, 2019 with the bid prices ranging from \$71,500.00 to \$112,443.00. Wadsworth Builders Company submitted the low bid.

### Commission Award Date

The City Commission awarded the contract to Wadsworth Builders Company on June 4, 2019.

### Final Payment

The final project cost is \$95,780.01, which is \$24,280.01 more than the amount that was originally awarded and approved. The increase in contract cost was due to Change Order # 1. The value of the contract will increase from \$71,500.00 to \$95,780.01. The final cost of the project after the changes is fifteen percent less than the second lowest responsible bid price of \$112,443.00.

### Conclusion

City Staff recommends approving the Change Order and making the Final Payment for the Gibson Park Restroom Remodel. A Final Payment of \$19,843.67 to Wadsworth Builders Company and \$200.44 to the State Miscellaneous Tax Fund should be made.

City staff verified that Wadsworth Builders Company has completed all work and punch list items in accordance with the plans and contract. The two-year warranty period started the same time as substantial completion, which was January 23, 2020.

### **Fiscal Impact:**

Great Falls Special Park District No. 1 will fund the project and Change Order.

### **Alternatives:**

The City Commission could vote to deny the Final Payment and the Change Order.

### **Attachments/Exhibits:**

1. Change Order No. 1
2. Change Order Summary Sheet
3. OF 1737.1 Vicinity Map
4. Pay App #7 January - Final

**CHANGE ORDER**

No. 1

DATE OF ISSUANCE January 17, 2020 EFFECTIVE DATE February 4, 2020

OWNER City of Great Falls  
 CONTRACTOR Wadsworth Builders Company, Inc.  
 Contract: Gibson Park Restroom Remodel, O.F. 1737.1  
 OWNER'S Contract No. O.F. 1737.1 ENGINEER'S Contract No. PW341907

You are directed to make the following changes in the Contract Documents.

Description: Costs as shown on AIA Change Order forms 1,2,3 and the project itemized cost proposal summary spreadsheet (attached)

Reason for Change Order: Unforeseen renovation encounters, finish changes, and furnace replacement.

Attachments: (Project Itemized Spreadsheet, O.F. 1737.1)

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price \$ <u>71,500.00</u>	Original Contract Times Substantial Completion: <u>67</u> days Ready for final payment: <u>12/6/19</u> days or dates
Net changes from previous Change Orders No. <u>0</u> to <u>1</u> \$ <u>00.00</u>	Net change from previous Change Orders No. <u>0</u> to No. <u>1</u> <u>0</u> days
Contract Price prior to this Change Order \$ <u>71,500.00</u>	Contract Times prior to this Change Order Substantial Completion: <u>67</u> days Ready for final payment: <u>12/6/19</u> days or dates
Net Increase (decrease) of this Change Order \$ <u>24,280.01</u>	Net Increase (decrease) of this Change Order <u>56</u> days
Contract Price with all approved Change Orders \$ <u>95,780.01</u>	Contract Times with all approved Change Orders Substantial Completion: <u>123</u> days Ready for final payment: <u>1/31/20</u> days or dates



RECOMMENDED:

APPROVED:

ACCEPTED:

By: \_\_\_\_\_  
Engineer (Authorized Signature)

By: \_\_\_\_\_  
Owner (Authorized Signature)

By: \_\_\_\_\_  
Contractor (Authorized Signature)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

37.1

Change Order No. 1 (page 2)

Date: January 17, 2020

Agreement Date: February 4, 2020

Project: Gibson Park Restroom Remodel, O.F. 1737.1

Approvals Required:

Approved by:

\_\_\_\_\_  
Greg Doyon, City Manager

Attest:

\_\_\_\_\_  
Lisa Kunz, City Clerk

(Seal of the City)

Approved as to Form: \_\_\_\_\_  
Sara Sexe, City Attorney

Gibson Park Restroom Remodel  
 Cost Proposal Summary- DF 1737.1  
 1/17/2020

CP #	Description	Amount	Status	Sub totals	C.O. Amount	AIA Doc.
1A	Add Partitions, continuous Bracket	\$4,467.46	Accepted, 9/23/19			
2	Porcelain fixtures	\$12,657.42	Accepted, 10/14/19			
3	Outlets in new CMU Wall	\$618.85	Accepted, 10/22/19	\$17,743.73		
4	New Furnace with A/C	\$10,139.61	Accepted, 10/24/19	\$27,883.34		
5	Repair/Replace Plywood Ceiling	\$731.75	Accepted, 10/24/19	\$28,615.09	\$28,615.09	CO 1
6A	Concrete Floor	\$4,066.69	Accepted, 11/12/19	\$32,681.78		
7	Floor Repair and Crackjoint Filling	\$297.64	Accepted, 11/15/19	\$32,979.42	\$4,364.33	CO 2
8	Water Heaters	\$1,916.65	Not Accepted			
9	Stainless Steel Wall Plates	\$300.59	Accepted 1/16/20	\$33,280.01	\$300.59	CO3
	Miscellaneous originally awarded	\$9,000.00				
	total CP's to date	<u>\$33,280.01</u>				
	Misc. Overage (Change Order #1)	<u>\$24,280.01</u>				
	Original Contract Sum	<u>\$71,500.00</u>				
	Contract Sum increase per change order	<u><u>\$95,780.01</u></u>				





# City Of Great Falls

PO Box 5021 \* Great Falls, MT 59405

Project #: 1737.1  
Date: Jan 27, 2020  
Pay Estimate #: **Seven, FINAL**  
Period From: Jan 1, 2020  
To: Jan 27, 2020

## PERIODIC ESTIMATE FOR PARTIAL PAYMENT

Project Name: **Gibson Park Restroom Remodel**  
Location: Great Falls, MT

Contractor: Wadsworth Builders Company, Inc.  
Address: P.O. Box 2073  
Great Falls, MT 59403  
Phone: (406)-761-5033

RETAINAGE ADJUSTMENT	
1. Total Retainage to Date:	\$4,789.00
2. Less Securities Deposited:	\$4,789.00
3. Retainage Withheld (1 - 2)	\$0.00

CONTRACT AMOUNT STATUS	
1. Original Contract Amount:	\$71,500.00
2. Net +/- by Change Order:	\$24,280.01
3. Contract Amount to Date:	\$95,780.01

CHANGE ORDER SUMMARY			
No.	Date Approved	Additions	Deductions
1	Oct 29, 2019	\$19,615.09	
2	November 26, 2019	\$4,364.33	
3	January 22, 2020	\$300.59	
4			
5			
<b>TOTALS:</b>		\$24,280.01	
<b>NET TOTAL:</b>		<b>\$24,280.01</b>	

CONTRACT STATUS	
1. Work in Place (from next page):	\$95,780.01
2. Total Work & Stored Material:	\$95,780.01
3. Retainage Withheld:	\$0.00
4. Total Earned Less Retainage:	\$95,780.01
5. Less Previous Payments (+ 1 % Tax):	\$75,735.90
<b>6. Amount Due This Payment:</b>	<b>\$20,044.11</b>
7. Less 1% State Contractor's Tax:	\$200.44
<b>8. Payment Due Contractor:</b>	<b>\$19,843.67</b>

I hereby certify that this submitted request for payment is correct, true and just in all respects and that payment or credit has not previously been received. I further warrant and certify by submission of this request that all previous work for which payment has been received is free and clear of all liens, disputes, claims, security interests, encumbrances, or causes of action of any type or kind in favor of the contractor, subcontractors, material suppliers, or other persons or entities and do hereby release the Owner from such.

Submitted by: Wadsworth Builders, Inc.  
(Company/Contractor)

[Redacted Signature] Date: Jan 27, 2020  
(Name) Colton Fatz - Vice President

Reviewed by: LPW Architecture  
(Architect/Engineer)

[Redacted Signature] Date: \_\_\_\_\_  
(Name) Tim Peterson

Approved by: City of Great Falls

[Redacted Signature] Date: \_\_\_\_\_  
(Name) Mikaela Schultz

Gibson Park Restroom Remodel  
Great Falls, MT

WADSWORTH BUILDERS  
P.O. BOX 2073  
GREAT FALL, MT 59403

Project #: Office No. 1737.1  
Date: January 27, 2020  
Pay Request Number: Seven, FINAL

A Div. No.	B Description of Work	C Scheduled Value	D Work Previous D+E	E Complete This Period	F Materials Store	G Total Complete D+E+F	% G/C	H Balance To Finish	I Retainage 5%
1	Bonds/Insurance	\$ 3,490.00	\$ 3,490.00	\$ -	\$ -	\$ 3,490.00	100%	\$ -	\$ 174.50
2	Mobilization	\$ 660.00	\$ 460.00	\$ 200.00	\$ -	\$ 660.00	100%	\$ -	\$ 33.00
3	General Conditions	\$ 13,050.00	\$ 11,550.00	\$ 1,500.00	\$ -	\$ 13,050.00	100%	\$ -	\$ 652.50
4	Selective Demolition	\$ 2,110.00	\$ 2,110.00	\$ -	\$ -	\$ 2,110.00	100%	\$ -	\$ 105.50
5	Masonry	\$ 5,040.00	\$ 5,040.00	\$ -	\$ -	\$ 5,040.00	100%	\$ -	\$ 252.00
6	Rough Carpentry / Framing	\$ 660.00	\$ 660.00	\$ -	\$ -	\$ 660.00	100%	\$ -	\$ 33.00
7	Doors / Frames / Hardware	\$ 10,060.00	\$ 10,060.00	\$ -	\$ -	\$ 10,060.00	100%	\$ -	\$ 503.00
8	Window	\$ 590.00	\$ 590.00	\$ -	\$ -	\$ 590.00	100%	\$ -	\$ 29.50
9	Epoxy Flooring	\$ 1,280.00	\$ 1,280.00	\$ -	\$ -	\$ 1,280.00	100%	\$ -	\$ 64.00
10	Painting	\$ 3,610.00	\$ 3,610.00	\$ -	\$ -	\$ 3,610.00	100%	\$ -	\$ 180.50
11	Partitions	\$ 1,360.00	\$ 1,360.00	\$ -	\$ -	\$ 1,360.00	100%	\$ -	\$ 68.00
12	Toilet Accessories (Install Only)	\$ 160.00	\$ 160.00	\$ -	\$ -	\$ 160.00	100%	\$ -	\$ 8.00
13	Plumbing	\$ 12,870.00	\$ 12,870.00	\$ -	\$ -	\$ 12,870.00	100%	\$ -	\$ 643.50
14	HVAC	\$ 2,230.00	\$ 2,230.00	\$ -	\$ -	\$ 2,230.00	100%	\$ -	\$ 111.50
15	Electrical	\$ 5,330.00	\$ 5,330.00	\$ -	\$ -	\$ 5,330.00	100%	\$ -	\$ 266.50
16	Misc. Work (City Funds)	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
17	CO #1, CP#1A, Add Partitions	\$ 4,467.46	\$ 2,867.46	\$ 1,600.00	\$ -	\$ 4,467.46	100%	\$ -	\$ 223.37
18	CO #1, CP#2, Porcelain fixtures	\$ 12,657.42	\$ -	\$ 12,657.42	\$ -	\$ 12,657.42	100%	\$ -	\$ 632.87
19	CO #1, CP#3, Outlets in new CMU wall	\$ 618.85	\$ 618.85	\$ -	\$ -	\$ 618.85	100%	\$ -	\$ 30.94
20	CO #1, CP#4, New Furnace with AC	\$ 10,139.61	\$ 10,139.61	\$ -	\$ -	\$ 10,139.61	100%	\$ -	\$ 506.98
21	CO #1, CP#5, Repair/Replace Ceiling	\$ 731.75	\$ 731.75	\$ -	\$ -	\$ 731.75	100%	\$ -	\$ 36.59
22	CO #2, CP#6A, Bathroom Floor Finish	\$ 4,066.69	\$ 4,066.69	\$ -	\$ -	\$ 4,066.69	100%	\$ -	\$ 203.33
23	CO #2, CP#7, Concrete repair	\$ 297.64	\$ 297.64	\$ -	\$ -	\$ 297.64	100%	\$ -	\$ 14.88
24	CO #3, CP#9, Stainless Wall Plates	\$ 300.59	\$ -	\$ 300.59	\$ -	\$ 300.59	100%	\$ -	\$ 15.03
25		\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
26		\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
27		\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
28		\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
29		\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
30		\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
39		\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
40		\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
41		\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
42		\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
43		\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
44		\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
45		\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
46		\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
47		\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
48		\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
Totals Page 1		\$ 95,780.01	\$ 79,522.00	\$ 16,258.01	\$ -	\$ 95,780.01	100%	\$ -	\$ 4,789.00



**Item:** Corrected Resolution 10327: Correcting the Legal Description of Certain Property Located at 804 4<sup>th</sup> Avenue Southwest, Legally Described as Great Falls 6<sup>th</sup> (GF6) Lot 5, Block 549, Cascade County, Montana, that has been Declared a Nuisance.

**From:** Steve Herrig, Park and Recreation Director

**Initiated By:** Todd Seymanski, City Forester

**Presented By:** Steve Herrig, Park and Recreation Director

**Action Requested:** Adopt Corrected Resolution 10327

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**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (adopt/deny) the corrected Resolution 10327.”

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

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**Staff Recommendation:**

Staff recommends the City Commission adopt the corrected Resolution 10327.

**Background:**

At its regularly scheduled meeting on January 21, 2020, the City Commission adopted Resolution 10327, declaring certain property located at 804 4<sup>th</sup> Avenue Southwest a nuisance, ordered the nuisance be abated, and authorized City staff to force abatement if necessary.

On January 24, 2020, City staff delivered Resolution 10327 to the Cascade County Clerk and Recorder’s Office for recording. On February 5, 2020, staff picked up City recorded documents from the Cascade County Clerk and Recorder’s Office. Therein was recorded Resolution 10327 with a memo from the County Clerk indicating that the legal description of the property was incorrect, and directions to rectify the error. Staff attempted to re-record Resolution 10327 on February 10, 2020, and was notified that the Cascade County Clerk and Recorder’s Office canceled its re-recording policy, and provided staff with the Cascade County Clerk and Recorder’s new process for correcting documents.

Pursuant to the Cascade County Clerk and Recorder’s new policy on correcting errors on recorded documents, Resolutions 10327 is being submitted as corrected for Commission adoption and subsequent recording.

**Fiscal Impact:**

Cascade County Clerk and Recorder recording fees.

**Attachments/Exhibits:**

1. Resolution 10327 - Wilson Nuisance Abatement Resolution - Corrected

**RESOLUTION 10327  
CORRECTED**

*(This document is being recorded to correct Document Recording # R0382629 GRS, recorded on January 24, 2020, to correct the legal description in Resolution 10327)*

**RESOLUTION DECLARING A CONDITION ON CERTAIN PROPERTY LOCATED AT 804 4<sup>TH</sup> AVENUE SOUTHWEST, LEGALLY DESCRIBED AS GREAT FALLS 6<sup>TH</sup> (GF6), LOT 5, BLOCK 549, CASCADE COUNTY, MONTANA, A NUISANCE, ORDER THE NUISANCE BE ABATED AND AUTHORIZE CITY STAFF TO FORCE ABATEMENT IF NECESSARY.**

**WHEREAS**, Tom Wilson, (hereinafter “property owner”), owner of real property located at 804 4<sup>th</sup> Avenue Southwest, legally described as Great Falls 6<sup>th</sup> (GF6), Lot 5, Block 549, Cascade County, Montana, and within the incorporated boundaries of the City of Great Falls, was given notice pursuant to the Official Code of the City of Great Falls (OCCGF), Section 8.49.040, of a hearing before the City Commission on January 21, 2020, wherein said property owner was informed the City Commission would proceed to hear the testimony of City personnel and the testimony of any other interested party, who may be present, and desire to testify respecting the condition of the property; and

**WHEREAS**, said property owner was informed that the City Commission upon the conclusion of the hearing, would by Resolution, declare its findings, and may declare the property to be a nuisance, and direct the owner to physically commence abatement of the nuisance within ten (10) days, and to complete said abatement within thirty (30) days, by removing the standing dead wood which is a prime breeding site for the elm bark beetle, or taking other appropriate action necessary to cure the nuisance; and

**WHEREAS**, said property owner was informed that failure to abate the nuisance would result in the property being the subject of abatement, or other appropriate act, as the case may be, by the City and expenses thereof shall remain a lien on the property; and

**WHEREAS**, the City Commission has conducted the hearing on January 21, 2020, regarding the property pursuant to OCCGF Section 8.49.050, hearing testimony of the City personnel and the testimony of any other interested party, who was present, and desired to testify respecting the condition of the property, the estimated cost of the standing dead wood removal or other appropriate act, by the City and the expenses thereof shall remain a lien on the property.

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

1. Staff and other interested parties having presented evidence of the condition of the subject property, and having described the condition of the subject property, the



City Commission does hereby find the same to be a nuisance pursuant to OCCGF Sections 8.49.010, 8.52.040, 8.52.060, and hereby directs the owner to commence abatement within (10) days of the date of this Resolution to the satisfaction of the Great Falls Park and Recreation Director, pursuant to Title 8, Chapter 49 of the OCCGF.

2. It is further ordered that, abatement, to the satisfaction of the Great Falls Park and Recreation Director, be completed within thirty (30) days of the date of this Resolution, pursuant to Title 8, Chapter 49 of the OCCGF.
3. It is further ordered that, if the owner fails to abate said nuisance as ordered and within the time allowed, the City Staff is directed to take any and all steps necessary to abate the nuisance with all expenses to attach as a special assessment against the property.
4. This Resolution shall be in effect for a six (6) month period from the date below.
5. City staff shall serve the said property owner with a copy of this Resolution by certified mail, postage prepaid, and return receipt requested as required by Title 8, Chapter 49 of the OCCGF.

**BE IT FURTHER RESOLVED BY SAID CITY COMMISSION** that this Resolution shall become effective immediately upon its passage and approval.

**PASSED AND ADOPTED** by the City Commission of the City of Great Falls, Montana on January 21, 2020.

**CORRECTED RESOLUTION 10327 PASSED AND ADOPTED** by the City Commission of the City of Great Falls, Montana, February 18, 2020.

ATTEST:

\_\_\_\_\_  
Darcy Dea, Deputy City Clerk

\_\_\_\_\_  
Bob Kelly, Mayor

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

\_\_\_\_\_  
Joseph Cik, Assistant City Attorney



**Item:** Resolution 10324 Establishing Residential and Commercial Sanitation Service Collection Rates Effective March 1, 2020.

**From:** Melissa Kinzler, Finance Director

**Initiated By:** Public Works and Finance Department

**Presented By:** Jim Rearden, Public Works Director & Melissa Kinzler, Finance Director

**Action Requested:** Conduct Public Hearing.

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**Public Hearing:**

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

**Suggested Motion:**

1. Commissioner moves:  

“I move that the City Commission (adopt/deny) Resolution 10324 establishing residential and commercial sanitation service collection rates effective March 1, 2020.”
  2. Mayor requests a second to the motion, Commission discussion, and calls for the vote.
- 

**Summary:** In an effort to provide necessary collection and disposal services as well as fund capital improvements, the Public Works Department, Sanitation Division, is seeking a rate increase effective March 1, 2020.

**Background:** Each year, staff reviews and analyzes the financing needs of the sanitation fund to ensure the City has adequate funding necessary for day-to-day operations, capital improvements, debt service, and emergencies. OCCGF § 8.8.230 requires the Commission to adopt a resolution establishing rates to defray the costs of sanitation services for the fiscal year.

Staff proposes adjusting the sanitation rates to adequately provide service while covering the expenses largely due to the increase in operations and equipment costs. Furthermore, in the prior fiscal year, the sanitation fund did not meet its bond covenant for outstanding debt on the fleet. It is recommended to increase residential and commercial service collection rates by 7.5%, drop boxes by 5% and cardboard recycling by 33%.

Upon review and analysis, staff recommends a rate increase of \$5.00 to cover the costs of cardboard recycling. The monthly rate would increase from \$15.00 to \$20.00.

The last residential and commercial rate increase was on March 1, 2019. At that time, adjustments were made to the rates with respect to duplexes and triplexes consistent with single-family homes per unit. This change has been successfully implemented and staff recommends continuing with the duplex and triplex rates. Additionally, a monthly vacant business rate and a dry run fee for unsuccessful attempts for container pick-ups or drop-offs were established and implemented successfully last year. Staff recommends maintaining the monthly vacant business rate at \$5.00, the flat rate surcharge for overweight containers at \$105.00 and the monthly dry run fee at \$50.00.

**Fiscal Impact:** The increases are necessary to continue to provide required pickup and disposal services as well as fund capital improvements, specifically the replacement and maintenance of the fleet, and meet debt service requirements. The Sanitation Division also needs funding to add two additional full time employees.

The landfill rate will be \$27.98 per ton in 2020, which represents an increase of \$.63 per ton or 2%. Therefore, the rate increase is somewhat in part to help defray landfill costs. Comparisons of current versus proposed rates are attached.

**Alternatives:** The City Commission could choose to deny Resolution 10324. Doing so will result in reduced funds available to maintain the equipment necessary to operate the sanitation service efficiently.

**Attachments/Exhibits:**

Resolution 10324  
Current versus Proposed Rates  
Public Notice for Publication  
Rate Review Calendar

**RESOLUTION 10324**  
**A RESOLUTION ESTABLISHING RESIDENTIAL AND COMMERCIAL**  
**SANITATION SERVICE COLLECTION RATES EFFECTIVE MARCH 1, 2020**

**WHEREAS**, an annual review is performed of the cost of service for the collection and disposal of solid waste from customers of the City of Great Falls, in accordance with Title 8, Chapter 8, of the Official Code of the City of Great Falls; and

**WHEREAS**, pursuant to Title 8, Chapter 8, of the Official Code of the City of Great Falls, the City of Great Falls is authorized to regulate the City's sanitation services and to establish all rates, fees and charges; and

**WHEREAS**, the rate and fee schedules are prepared to generate sufficient revenue to pay all costs of the operation and maintenance of existing and proposed services and equipment for providing sanitation services to inhabitants of the City of Great Falls; and

**WHEREAS**, it is essential to the public health, welfare and safety of the inhabitants of the City of Great Falls to provide an adequate sanitation program and to provide sufficient funding to meet the cost of operation and maintenance; and

**WHEREAS**, notice having been provided as required by law, the City Commission of the City of Great Falls, conducted a public hearing on Tuesday, February 18, 2020, at the Civic Center, 2 Park Drive South, Commission Chambers Room 206, Great Falls, Montana, at 7:00 p.m., and did consider the cost of operation, maintenance, equipment, facilities and capital improvements for the solid waste collection and disposal system.

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

Basic monthly Sanitation Service Collection Rates are hereby established as follows:

<b><u>RESIDENTIAL</u></b>	<b><u>RATES</u></b>
Single Family Home	\$13.65
Duplex (\$13.65 per unit)	\$27.30
Triplex (\$13.65 per unit)	\$40.95
Additional 96 Gallon	\$7.70
Senior Citizen	\$9.57
<b>Extra Pickup</b>	
96 Gallon	\$11.00
300 Gallon	\$17.00
plus extra's - per minute	\$5.00

Charges for other commercial pick-up frequencies per week shall be the rate times the number of pickups per week. Large accumulation of material placed for collection may be charged to the customer @ \$5.00 per minute if it takes longer than 2 minutes to load the material.

**Special Pickup**

Large appliances	\$16.00
Large appliances with Freon	\$54.00

**COMMERCIAL**

96 Gallon	\$22.80
300 Gallon Commercial	\$27.30
1.5 yard	\$38.60
2 yard	\$46.10
3 yard	\$66.20
4 yard	\$88.20
6 yard	\$131.20
8 yard	\$174.20
Card Board Recycling	\$20.00
Vacant business **once a month pick-up	\$5.00

**DROP BOX** (per pick-up)

3 yard construction dumpster (plus rental fees)	\$52.00
20 yard construction dumpster (plus rental fees)	\$299.00
30 yard construction dumpster (plus rental fees)	\$337.00
40 yard construction dumpster (plus rental fees)	\$370.00
30 yard compacted (plus disposal charge)	\$213.00
40 yard compacted (plus disposal charge)	\$213.00
Flat Rate Surcharge (over weight containers)	\$105.00
Dry Run Fee	\$50.00

**Per Day Rental Fees** \$2.00

Rates do not include the disposal fee as set forth in the Solid Waste Disposal Agreement between the City of Great Falls and Montana Waste Systems. Disposal costs will be assessed by actual weight and volumes in accordance with the agreement.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, this 18<sup>th</sup> day of February, 2020.

\_\_\_\_\_  
Bob Kelly, Mayor

ATTEST:

\_\_\_\_\_  
Darcy Dea, Deputy City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

\_\_\_\_\_  
Joseph Cik, Assistant City Attorney

**RESOLUTION 10324**  
**RESIDENTIAL AND COMMERCIAL SANITATION COLLECTION RATES**  
**CURRENT VS PROPOSED RATES**

<u>RESIDENTIAL</u>	<u>CURRENT</u>	<u>PROPOSED</u>	<u>% INCREASE</u>
per month			
Single Family Home	\$ 12.70	\$ 13.65	7.5% increase
Duplex (\$13.65 per unit)	\$ 25.40	\$ 27.30	7.5% increase
Tri-plex (\$13.65 per unit)	\$ 38.10	\$ 40.95	7.5% increase
Additional 96 Gallon	\$ 7.20	\$ 7.70	7.5% increase
Senior Citizen	\$ 8.90	\$ 9.57	7.5% increase
<b>Extra Pickup</b>			
96 Gallon	\$ 10.00	\$ 11.00	7.5% increase
300 Gallon	\$ 15.00	\$ 17.00	7.5% increase
plus extra's - per minute	\$ 5.00	\$ 5.00	no change
<i>Charges for other commercial pick-up frequencies per week shall be the rate times the number of pick-ups per week. Large accumulation of material placed for collection may be charged to the customer @ \$5.00 per minute if it takes longer than 2 minutes to load the material.</i>			
<b>Special Pickup</b>			
Large appliances	\$ 15.00	\$ 16.00	7.5% increase
Large appliances-with Freon	\$ 50.00	\$ 54.00	7.5% increase
<u>COMMERCIAL</u>			
per month			
96 Gallon	\$ 21.25	\$ 22.80	7.5% increase
300 Gallon Commercial	\$ 25.40	\$ 27.30	7.5% increase
1.5 yard	\$ 35.90	\$ 38.60	7.5% increase
2 yard	\$ 42.90	\$ 46.10	7.5% increase
3 yard	\$ 61.60	\$ 66.20	7.5% increase
4 yard	\$ 82.00	\$ 88.20	7.5% increase
6 yard	\$ 122.00	\$ 131.20	7.5% increase
8 yard	\$ 162.00	\$ 174.20	7.5% increase
Card Board Recycling	\$ 15.00	\$ 20.00	33% increase
Vacant business **once a month pick-up	\$ 5.00	\$ 5.00	no change
<u>DROP BOX</u>			
per pick-up			
3 yard construction dumpster (plus rental fees)	\$ 50.00	\$ 52.00	5% increase
20 yard construction dumpster (plus rental fees)	\$ 285.00	\$ 299.00	5% increase
30 yard construction dumpster (plus rental fees)	\$ 321.00	\$ 337.00	5% increase
40 yard construction dumpster (plus rental fees)	\$ 352.00	\$ 370.00	5% increase
30 yard compacted (plus disposal charge)	\$ 203.00	\$ 213.00	5% increase
40 yard compacted (plus disposal charge)	\$ 203.00	\$ 213.00	5% increase
Flat Rate Surcharge (over weight containers)	\$ 105.00	\$ 105.00	no change
Dry Run Fee	\$ 50.00	\$ 50.00	no change
<b>Per Day Rental Fees</b>	\$ 2.00	\$ 2.00	no change

*Rates do not include the disposal fee as set forth in the Solid Waste Disposal Agreement between the City of Great Falls and Republic Services. Disposal costs will be assessed by actual weight and volumes in accordance with the agreement.*

Attention Legal Ads

## NOTICE OF PUBLIC HEARING

Notice is hereby given that Resolution 10324 – A Resolution to Establish Rates in Accordance with Title 8, Chapter 8 of the Official Code of the City of Great Falls (OCCGF), for the Collection and Disposal of Solid Waste Collected from Customers of the City of Great Falls effective March 1, 2020 - will be brought before the Great Falls City Commission for Public Hearing in the Commission Chambers Room 206, Civic Center, 2 Park Drive South, Great Falls, Montana, on Tuesday, February 18, 2020, at 7:00 o'clock p.m. Any interested person may appear and speak for or against said Resolution 10324 or submit in writing any comments to the City Clerk prior to or during the Commission Meeting.

/s/ Lisa Kunz  
City Clerk

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DO NOT PUBLISH BELOW THIS LINE:

Publication dates: 1/26/20 and 2/9/20



## 2020 SANITATION RATE REVIEW CALENDAR

January						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

March						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

DATE	TASK	RESPONSIBILITY
11/14/2019	STAFF DISCUSSION RE: UTILITY RATE REVIEW Public Works/Finance Department	Finance Public Works
1/9/2020	STAFF PRESENTATION TO CITY MANAGER City Manager's Office	City Manager Finance Public Works
1/21/2020	PRESENTATION OF SANITATION RATE ANALYSIS City Commission Work Session	Finance Public Works Commission
1/21/2020	SET PUBLIC HEARING City Commission Meeting	Commission Finance / Public Works
1/26/2020	1st PUBLICATION OF NOTICE IN GF TRIBUNE	Great Falls Tribune
2/9/2020	2nd PUBLICATION OF NOTICE IN GF TRIBUNE	Great Falls Tribune
2/18/2020	PUBLIC HEARING/FINAL ACTION City Commission Meeting	Commission Finance / Public Works
3/1/2020	EFFECTIVE DATE FOR RATE INCREASES	Finance





**Item:** Resolution 10329, to establish Golf Fees for Eagle Falls Golf Club and Anaconda Hills Golf Course.

**From:** Park and Recreation Department

**Initiated By:** Great Falls Golf LLC

**Presented By:** Steve Herrig, Park and Recreation Director

**Action Requested:** Conduct a Public Hearing and Adopt Resolution 10329.

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**Public Hearing:**

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

**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (adopt/deny) Resolution 10329, Golf Fees.”

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

**Staff Recommendation:** Staff recommends that the City Commission adopt Resolution 10329, Golf Fees. Resolution 10329 would repeal Resolution 10216 and set fees for the 2020 golf season.

**Background:** In an effort to maintain current operations, anticipate future demands, and promote the golfing community, fees need to be established that will help offset expenditures relating to operation, administration, equipment replacement, capital-improvement, debt, and labor costs associated with the Eagle Falls Golf Club (EF) and Anaconda Hills Golf Course (AH). Fees have not been increased since December 2017, and therefore, Great Falls Golf LLC, along with staff recommends, the following:

1. Season Pass Fees
  - a. Increase EF adult season pass fees 3.8%, AH adult season pass fees 3.4%, adult joint weekday pass fees 3.4%, and adult full joint pass fees 3.2% in 2020.
2. Green Fees
  - a. Increase EF 18 hole weekday fees by 3.1%, 18 hole weekend fees by 2.9%, 9 hole weekday fees by 5.3%, and 9 hole weekend fees by 5%.

- b. Increase AH 18 hole weekday fees by 3.8%, 18 hole weekend fees by 3.3%, 9 hole weekday fees by 6.3%, and 9 hole weekend fees by 5.6%.
- 3. Cart Rental Fees
  - a. Increase EF daily trail fee by 6.7%, season trail fee by 5%, and annual cart pass by 1.1%
  - b. Increase AH daily trail fee by 6.7%, season trail fee by 5%, and annual cart pass by 1.1%.
  - c. Increase joint daily trail fee by 6.7%, season trail fee by 5%, and annual cart pass by 1.1%.
- 4. Cart Storage Fees
  - a. Increase storage fees for gas carts by 3.8%.
  - b. Increase storage fees for electric carts by 3.3%.

**Fiscal Impact:** The fiscal impact is undetermined at this time.

**Alternatives:** An alternative would be to not increase golf course fees. It should be noted that when Great Falls Golf LLC was brought in to manage the two courses for the City of Great Falls, they would use the first season of operation to determine what adjustments would be needed.

**Concurrences:** On January 27, 2020, Great Falls Golf LLC and staff reviewed the proposed fees with members of the Golf Advisory Board. The Golf Board recommended that the City Commission approve the golf fees as presented.

**Attachments/Exhibits:** Resolution 10329 Golf Fees

**RESOLUTION NO. 10329**

**A RESOLUTION TO ESTABLISH GOLF FEES FOR EAGLE FALLS GOLF CLUB AND ANACONDA HILLS GOLF COURSE**

**WHEREAS**, the Park and Recreation Department’s primary focus, in partnership with Great Falls Golf LLC is to enhance the overall health and livability of our community; and

**WHEREAS**, the Great Falls Golf LLC staff, with support from the Great Falls Park and Recreation staff, have strived to operate quality facilities and programs at affordable prices and promote an extraordinary golfing experience in our community over the past year; and

**WHEREAS**, the City Commission adopted Resolution 10216, “A Resolution to Establish Golf Fees for Eagle Falls Golf Club and Anaconda Hills Golf Course” on December 5, 2017 and said fees have not been adjusted since that time; and

**WHEREAS**, having considered the cost of operation, administration, and maintenance of both golf courses under the responsibility and care of the Great Falls Golf LLC over the past year, it was understood that adjustments to fees would be forthcoming; and

**WHEREAS**, a notice of the Resolution to Establish Golf Course Fees was published in the *Great Falls Tribune*, a newspaper of general circulation in Cascade County, on February 9, 2020, and February 16, 2020, in the form and manner prescribed by MCA Section 7-1-4127; and

**WHEREAS**, the City Commission conducted a public hearing during a regular meeting of the City Commission on February 18, 2020, at the Civic Center, 2 Park Drive South, Commission Chambers Room 206, Great Falls, Montana, at 7:00 p.m., and did consider costs and public comment regarding the establishment of golf fees for Eagle Falls Golf Club and Anaconda Hills Golf Course.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA**, that the fee structure for season passes, trails, greens, cart storage and rental are hereby established as follows:

<b>AH: Anaconda Hills Golf Course</b>	<b>EF: Eagle Falls Golf Club</b>					
<b>SEASON PASS</b>	<b>EF 2019</b>	<b>EF 2020</b>	<b>AH 2019</b>	<b>AH 2020</b>	<b>Joint 2019</b>	<b>Joint 2020</b>
Adult Full Season Pass	660.00	685.00	595.00	615.00	770.00	795.00
Adult Weekday Season Pass	530.00	550.00	435.00	450.00	595.00	615.00
Junior Full Season Pass	230.00	230.00	210.00	210.00	255.00	255.00
Junior Weekday Season Pass	180.00	180.00	170.00	170.00	190.00	190.00
<b>TRAIL FEE</b>						
Daily Trail Fee	15.00	16.00	15.00	16.00	15.00	16.00
Season Trail Free	300.00	315.00	300.00	315.00	300.00	315.00
Annual Cart Pass	790.00	799.00	790.00	799.00	790.00	799.00

<b>Cart Storage Fees</b>		<b>EF 2019</b>	<b>EF 2020</b>
Gas		265.00	275.00
Electric		300.00	310.00

<b>GREEN FEES</b>	<b>EF 2019</b>	<b>EF 2020</b>	<b>AH 2019</b>	<b>AH 2020</b>
<b>18 Holes</b>				
Weekday	32.00	33.00	26.00	27.00
Weekend	35.00	36.00	30.00	31.00
<b>9 Holes</b>				
Weekday	19.00	20.00	16.00	17.00
Weekend	20.00	21.00	18.00	19.00
<b>Junior Golf Fee</b>				
Weekday	17.00	17.00	15.00	15.00
Weekend	18.00	18.00	17.00	17.00
<b>Twilight</b>				
Weekday after 1pm	21.00	21.00	18.00	18.00
Weekend after 1pm	25.00	25.00	21.00	21.00

<b>Cart Fees</b>	<b>EF 2019</b>	<b>EF 2020</b>	<b>AH 2019</b>	<b>AH 2020</b>
9 Hole (per person*)	10.00	10.00	10.00	10.00
18 Hole (per person*)	15.00	15.00	15.00	15.00
Twilight (per person*)	12.00	12.00	12.00	12.00

BE IT FURTHER RESOLVED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA that Resolution 10216 is hereby repealed.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, this 18th day of February, 2020.

\_\_\_\_\_  
Bob Kelly, Mayor

ATTEST:

\_\_\_\_\_  
Lisa Kunz, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

\_\_\_\_\_  
Sara Sexe, City Attorney



**Item:** Parking Enforcement/Services Contract Renewal.  
**From:** Planning and Community Development Department  
**Initiated By:** Planning and Community Development Department  
**Presented By:** Craig Raymond, Director, Planning and Community Development  
**Action Requested:** Approve a 1 year parking operations contract extension with SP+ Corporation.

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**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (approve/not approve) the City’s Parking Enforcement Services Third Amended Contract.”

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

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**Staff Recommendation:** Staff recommends that the current parking enforcement/services contract be renewed for one year.

**Background:** This agreement is a one-year extension of the existing parking enforcement and services agreement between the City and SP+ Corporation. The original agreement was approved in 2011. Since then, the City has twice approved amended agreements where the terms of the agreements were extended and special tasks were added such as snow removal contracting and back-office software purchase and maintenance.

It should be noted that each agreement since 2011 have been three year contracts. This particular agreement is only for one year. Staff is initiating the RFP process where the eventual outcome may be that the City elects to enter into a long-term agreement with an entity who will lease and maintain each of the City’s downtown parking facilities and assets including parking garages, surface lots and on-street meters, as well as operate the enforcement program including checking of meters and writing citations where appropriate. Under this scenario, the parking industry in the downtown district will essentially be privatized.

**Fiscal Impact:** The total contract value is \$425,989. The proposed contract amendment includes a 5% increase in the Management Fee but no increase in other budget line items. All costs associated with the Parking Enforcement/Services Agreement are paid with parking program funds (fees and fines) and does not receive any general fund (or other outside fund) support.

**Alternatives:** The City Commission may reject the contract amendment thereby further relying on SP+ to continue to operate as our parking operator without a contract or to risk a suspension of operations and enforcement activities.

**Attachments/Exhibits:**

Proposed Third Amendment to Parking Enforcement/Services Agreement  
Original and Subsequent Agreements

**THIRD AMENDMENT OF PARKING ENFORCEMENT/SERVICES CONTRACT**

**THIS THIRD AMENDMENT** of Parking Enforcement / Services Contract (this "Third Amendment") is made and entered into 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 SP PLUS CORPORATION, a Delaware Corporation *f/k/a* Standard Parking Corporation, hereinafter referred to as "Contractor."

RECITALS

WHEREAS, the City and Contractor are parties to a certain Parking Enforcement / Services Contract dated January 4, 2011, as amended by a First Amendment of Parking Enforcement / Services Contract dated January 1, 2014 (the "First Amendment") and as amended by a Second Amendment of Parking Enforcement/Services Contract dated January 12, 2016 (as so amended, the "Agreement") pursuant to which Contractor has managed the City's Parking Program, all as more fully set forth in the Agreement; and

WHEREAS, the City and Contractor desire to renew the term of the Agreement and to modify certain provisions therein, all upon the terms and conditions set forth in this Third Amendment.

NOW THEREFORE, 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 extend the Agreement by this reference, which is made a part hereof.

2. **Term of Agreement:** This Third Amendment is effective upon the date of its execution and the Agreement shall be extended through December 31, 2020 (the "Third Extended Term"). The Agreement may be canceled by the City at any time that it is determined that the required services are not being provided by giving the Contractor thirty (30) days prior written notice of cancellation of the Agreement. In addition, either party may cancel the Agreement, without cause, by giving written notice of cancellation at least sixty (60) days prior to June 30 of any given year.

3. **Scope of Work:** Contractor will perform the work and provide the services in accordance with the requirements of the Agreement and according to the provisions of the First and Second Amended Agreements attached hereto and incorporated herein.

4. **Payment:** City agrees to pay Contractor the total of the following:

a) A fee (the "Management Fee") of \$67,005 during calendar year 2020, which shall be paid in equal monthly installments of \$5,583.75.

b) Reimbursements and charges for certain payroll and other expenses, including the actual commercially reasonable documented expenses for the routine tasks listed in “The Agreement” as well as listed in the “First Amendment” and “Second Amendment”, incurred by Contractor in the provision of the services. The categories of expenses subject to reimbursement by the City are set forth in the pro forma of estimated expenses which is attached hereto and made a part thereof as Exhibit B;

c) Fees or expense reimbursements which the parties may mutually agree upon as contemplated in Section 3 of this Third Amendment.

All expenses under the foregoing Subsections (b) and (c) shall be deemed "Operating Expenses".

To the extent that there is any conflict between this Section 4 and any terms in the First or Second Amendment, the terms of this Section 4 shall prevail.

**5. Independent Contractor Status:** The parties agree that Contractor is an independent contractor for purposes of the Agreement and is not to be considered an employee of the City for any purpose. Contractor 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. Contractor is not authorized to represent the City or otherwise bind the City in any dealings between Contractor and any third parties.

Contractor 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. Contractor shall maintain workers’ compensation coverage for all members and employees of Contractor’s business, except for those members who are exempted by law.

Contractor 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, Contractor 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 Contractor’s performance of the Agreement and Contractor’s work on the Project or work of any subcontractor or supplier to Contractor.

**7. Insurance:** Contractor shall purchase and maintain insurance coverage as set forth below. The insurance policy must name the City, (including its elected or appointed officers, officials, employees, or volunteers), as an additional insured and be written on a “primary—noncontributory basis, and on an occurrence, not a claims made basis.” Contractor will provide the City with applicable additional insured endorsement documentation substantially similar or identical to the example set forth below. 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



Contractor, 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 the Agreement. All insurance coverage shall remain in effect throughout the term of the Agreement. All insurance policies 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 Contractor, 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	\$1,000,000 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

Contractor may provide applicable excess or umbrella coverage to supplement Contractor's existing insurance coverage, if Contractor's existing policy limits do not satisfy the coverage requirements as set forth above. Additional Insured Endorsement Example from Contractor is attached hereto as Exhibit C.

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

**9. Compliance with Laws:** Contractor 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, Contractor agrees to purchase a City safety inspection certificate or special business license.

**10. Nondiscrimination:** Contractor agrees that all hiring by Contractor 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 Contractor may not subcontract or assign Contractor'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 Second Amendment.

**13. Ownership and Publication of Materials:** All reports, information, data, and other materials prepared by the Contractor pursuant to the 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 Contractor for the specific purpose intended will be at the City's sole risk and without liability or legal exposure to the Contractor. 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 Contractor is Craig Raymond and Contractor's designated liaison with City is Dane Lyon.

**15. Applicability:** This Third Amendment shall be governed and construed in accordance with the laws of the State of Montana.

**16. Binding:** This Third Amendment and all of the covenants hereof shall inure to the benefit and be binding upon the City of Great Falls and the Contractor respectively and their partners, successors, assigns and legal representatives. Neither the City nor the Contractor shall have the right to assign, transfer or sublet their interest or obligations hereunder without written consent of the other party.

**17. Amendments:** Any amendment or modification of this Third Amendment 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.

SIGNATURE PAGE TO FOLLOW

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

**CITY OF GREAT FALLS, MONTANA**

**CONTRACTOR**

By \_\_\_\_\_  
Gregory T. Doyon, City Manager

Date \_\_\_\_\_

By \_\_\_\_\_

James F. Buczek  
Chief Operations Officer,  
Commercial Operations

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 B

<b>Great Falls Garage and Meter Services</b>	
<b>OPERATING EXPENSES</b>	<b>YEAR 1</b>
<b>Management Fee</b>	\$ 67,005
Wages	\$ 213,449
Salaries	\$ 53,696
<b>Total Payroll</b>	\$ 267,145
P/R Tax - FICA	\$ 20,080
P/R Tax - SUTA	\$ 3,305
Life/Hospital Insurance	\$ 234
P/R Cost Workers Comp	\$ 26,714
P/R Tax FUTA	\$ 341
401k Expense	\$ -
Payroll Taxes, Burden and Other	\$ -
<b>Total Benefits</b>	\$ 50,674
<b>Total Comp &amp; Benefits</b>	\$ 317,819
Uniform Expense	\$ 696
Garage Supplies	\$ 696
Drinking Water	\$ 696
Ticket Expense	\$ 1,739
Stationary & Office Supplies	\$ 696
R&M Equipment	\$ 1,159
R&M Revenue Control	\$ 1,159
Gas & Oil Company Vehicle	\$ 1,304
Parking & Auto	\$ 835
Rental Machinery & Equip.	\$ 417
Utilities Expense	\$ 2,319
Shopper Program	\$ 232
Postage & Freight	\$ 696
Telephone - Local	\$ 1,391
Telephone - Long Distance	\$ 167
Mobile Phone	\$ 417
Snow Removal	\$ 7,957
T2 Fees	\$ 17,963
Recruiting Expense	\$ 278
Miscellaneous Expense	\$ 348
<b>Total Other Operating Expenses</b>	\$ 41,165
<b>Total Expense</b>	\$ 425,989

## PARKING ENFORCEMENT/SERVICES CONTRACT

This agreement made and entered in to this 4th day of January, 2011, by and between the CITY OF GREAT FALLS, Montana, a municipal corporation of the state of Montana, hereinafter referred to as "City", and STANDARD PARKING, hereinafter referred to as "Contractor";

WHEREAS, the City desires to contract for management of its Parking Program;

NOW THEREFORE, the parties hereto agree as follows:

The Contractor will be responsible for the complete operation, enforcement, management and revenue collection as follows:

### 1. ON-STREET ENFORCEMENT/COLLECTION

The Contractor shall provide an average of ninety-nine (99) hours per week of on-street parking regulation enforcement/collection. If enforcement/collection hours exceeding ninety-nine (99) hours per week are required by the City, the manpower cost of such additional hours will be charged to the City and paid by the City to the Contractor within thirty (30) days after the City's receipt of the Contractor's statement indicating the number of additional hours worked and the amount owed to the Contractor. Such work will be performed under the general supervision of the local manager. A routing schedule will be provided to the Contractor. Collections shall be made by two Contractor employees maintaining constant contact with each other. Enforcement responsibilities shall include:

A. At least one enforcement employee shall be motorized for enforcement of fringe areas and for collection of meter revenue. Repair and maintenance of these vehicles are the City's responsibility.

B. The Contractor shall collect all money from City's parking meters and deposit same in a bank to be designated by the City. The Contractor shall provide monthly, a revenue report for the parking meter collection areas detailing daily collection activity and a monthly summary report in a City approved format.

C. The Contractor shall maintain and repair all parking meters including the furnishing of repair parts. The City shall provide parts for any major meter modifications at City's expense.

D. The City shall provide the following at its expense:

1. Parking Citations
2. Collection of citation fines
3. Shop space for meter repair
4. Meter pole installation/straightening
5. Accounting of all revenues received
6. Authorization for the Contractor to enforce City parking regulations
7. One motorized vehicle for patrol of fringe areas
8. Office space for Contractor's local manager
9. Computer equipment necessary to perform the required services

2. OFF-STREET PARKING LOT ENFORCEMENT/COLLECTION - The following lots are to be patrolled, monitored, and collected by the Contractor with the minimum daily frequency listed at an

average of fifteen (15) hours per week. Checks will be as random as reasonable temporal spacing for even coverage allows.

Lot #2 - 39 stall lot located at 1st Ave S. & 2nd St. - check minimum of 3 times daily.

Lot #3 - 39 stall lot located at 2nd Ave S. & 4th St. - check minimum of 3 times daily.

Lot #4 - 139 stall lot located at 1st Ave N. & 6th St. - check minimum of 5 times daily.

Lot #6 - Library lot - 26 stall lot located on the East & North sides of library building - minimum of 5 times daily.

Lot #7 - 31 stall lot located at Park Dr & 1<sup>st</sup> Ave S - check minimum of 3 times daily.

Lot #8 - 60 stall lot located on 1<sup>st</sup> Ave N between 3<sup>rd</sup> & 4<sup>th</sup> St N - check minimum of 3 times daily.

A. The Contractor shall provide personnel on duty as shall be reasonably necessary to meet the minimum daily lot monitoring above. Such work shall be performed under the general supervision of the local manager.

B. The Contractor shall utilize a system without the use of parking meters to collect revenues from off-street lot parkers (honor boxes). The collection equipment used shall be provided by the City. The collection equipment shall provide maximum revenue security with minimum revenue exposure to the general enforcement personnel.

C. The Contractor shall collect and deposit all off-street lot transient revenues on a daily basis (Monday - Friday) to a bank designated by the City.

D. The Contractor shall control all off-street lot leases and deposit revenue from same on a daily basis (Monday - Friday) to a bank designated by the City.

E. The Contractor shall manage (selling/collecting/ accounting) the employer voucher, token, and daily use zone meter bag programs.

F. The Contractor shall provide the City monthly, a revenue report for each parking lot, validations, vouchers, meterbags, etc., detailing daily activities.

### 3. PARKING RAMP ENFORCEMENT/COLLECTION -

A. The Contractor shall provide the personnel (10.5 operating hours per day, 7:30 a.m. - 6:00 p.m., Monday - Friday) to man the City's Northside parking facility (498 stalls, 6 tier deck), for a total of 2,730 operating hours annually. The Contractor shall monitor the City's Southside parking facility (311 stalls, 4 tier deck), which will be designated for monthly parkers only, on a daily basis, Monday - Friday.

B. The Contractor shall provide personnel to monitor the monthly parking program at the City's Southside Parking Garage. Additional programs from time to time may be available to parking customers through the manned operation to the parking ramp. These additional duties shall correspond to the normal working hours of operation of the parking facility or be compensated as stated above.

C. The Contractor shall collect monthly lease and daily transient revenues and deposit the same daily (Monday - Friday) in a bank designated by the City.

D. The Contractor shall provide monthly, a revenue report which will delineate daily lease sales, transient ticket accounting, repair and condition report, etc.

E. The parking ramp operation shall be under the general supervision of the Contractor's local manager.

F. The Contractor shall manage monthly lease receipts, key card deposits, and the validation system (tokens).

#### **INSURANCE & BONDING:**

1. Contractor agrees to obtain at its own expense and to keep in full force and effect during the term of this agreement the following insurance coverages. All policies shall be issued by companies licensed to do business in the State of Montana and having at least an "A-" rating in the current Best's Manual. All such policies of insurance shall be endorsed to be primary of all other valid and collectible coverages maintained by the Contractor with respect to the agreement. All applicable policies will be written on an occurrence basis. Claims made policies are not acceptable and do not constitute compliance with the contractor's obligation under this paragraph.

- *Workers' Compensation Insurance* – The Contractor shall comply with all requirements and conditions of the State of Montana Workers' Compensation Act, Title 39 Chapter 71, Montana Code Annotated; also with all rules, regulations and decisions made during duration of this agreement.

The Contractor shall carry workers' compensation insurance for all of its employees employed at the site of the project; the Contractor shall require its subcontractors similarly to provide workers' compensation insurance unless such employees are covered by the protection afforded by the Contractor. When appropriate an Exempt Form should be provided. Employer's liability shall carry the statutory limit pursuant to Montana's Workers' Compensation Act, Title 39, Chapter 71, Montana Code Annotated.

- *Comprehensive General Liability* – Said coverage shall have limits of not less than \$750,000 per claim, \$1,500,000 per occurrence, combined single limit for bodily injury and property damage.

The Contractor shall name, as additional insured, the City of Great Falls. The Contractor shall furnish to the City of Great Falls prior to beginning work under the agreement, a certificate of insurance including a copy of the Additional Insured Endorsement as evidence that the required coverages are in effect.

Should Contractor fail to provide such certificate(s) or make other insurance coverage arrangements as required by this agreement, the City of Great Falls may cancel the agreement.

2. The Contractor shall provide comprehensive crime insurance including employee theft, premise, transit and depositor's forgery coverage with limits as to any given occurrence of not less than \$1,000,000.

3. The Contractor shall provide a performance bond in the amount of one hundred percent (100%) of the annual contract price for each separate year of service. Such bond shall be increased in accordance with the annual increase in the contract price as awarded and hereinafter designated.

**INDEMNIFICATION:** Contractor agrees to indemnify, hold harmless and defend the City of Great Falls, its officers, directors, agents, servants, and employees (the Indemnitees") from and against all liabilities, damages, actions, cost, losses claims and expenses (including attorney's fees), on account of personal injury, death, or damage to or loss of property or profits (collectively, "Losses") arising out of or resulting, in whole or in part, from any act, omission, negligence or fault of the Contractor or its violation of any laws or ordinances, but the Contractor shall not be liable for any such Losses arising out of or in connection with any breach of this agreement or by reason of the negligence or willful misconduct of the Indemnitees.

**LICENSE & PERMITS:** The Contractor will obtain and maintain any and all necessary licenses and permits required by any governmental body or agency having jurisdiction in connection with any activities at or on the City's premises and will abide by the terms and provisions of any such licenses and permits. Any expense incurred by the Contractor to obtain such licenses and permits shall be treated as an operation expense of the Contractor's.

**PERSONNEL:**

1. The Contractor shall designate an experienced full-time local manager on-site to direct the Contractor's employees. In the absence of the local manager, his designated assistant shall carry on his duties. Any man hours expended by a designated assistant manager during the local manager's absence shall be in addition to those prescribed for garage, on-street meter, and off-street lot manning.
2. The Contractor shall select all on-site personnel, and will bear all expenses related to the hiring process of parking personnel who shall be paid complaint with State of Montana prevailing wage rates. For the purposes of the State of Montana prevailing wage rates the job descriptions will be classified as "Parking Enforcement Officers", "Counter Attendants" (Cashiers) and "Janitors and Cleaners" unless the Contractor can demonstrate alternate classifications are appropriate and allowed by the state.
3. The Contractor will utilize TDS Recon hand held ticket issuing devices, and the TickeTrak parking enforcement management software system supplied by the City. The Contractor will train parking personnel in the proper use of the hand held units.
4. The Contractor shall provide the City with any changes in the following information: name and qualifications of the individuals who will be responsible for administering the programs and name and qualifications of the local manager.
5. All Contractor employees must wear colored, coordinated uniforms provided by the Contractor.
6. The Contractor shall provide a training program relative to the public relations aspects of parking enforcement, procedures, local laws and ordinances. Such program shall be approved by the City.

**ACCOUNTING & REPORTING:**

1. Contractor will be responsible for collection, counting and depositing of revenue. All funds collected will be deposited daily (Monday – Saturday) in a bank designated by the City.



2. All monies collected by the Contractor shall be turned over to the City. The City's agent will issue a receipt and will maintain a cash receipt record. A mutually agreeable system of accounting and auditing will be established.
3. Monthly revenue reports will be provided to the City on or before the fifth of each month for the previous month and will include, but is not limited to the following: total revenue for each parking garage and city lot; total lease parkers by facility and surface lot; meter collections, meter bag, token, and transient revenue.
4. Books and accounts will be open to inspection by the City or its authorized representatives at all times.

**GENERAL CONDITIONS:**

1. The Contractor will operate an immobilization (booting) and towing program for the City based only on policies and procedures approved by the City.
2. The Contractor will provide a trained meter repair person(s) on staff from initial date of contract.
3. The Contractor shall provide approximately 30 man hours per week toward general janitorial, facility and turf maintenance services to the garages and off-street lots. These man hours are to be in addition to those specified for the garages, meters and lots. All supplies and equipment shall be furnished by the City. The Contractor will provide a maintenance person to conduct a daily walk through inspection for the garages and off-street lots and identify any immediate problems before any customers arrive. They shall inspect and empty all trash receptacles, blow and sweep built up dirt and leaves, and shall wash down all stairwells, booth areas and all other pedestrian walking areas. They will remove anything unsightly such as graffiti, cobwebs, bird droppings, etc.
4. The City reserves the right to approve all collection equipment used by the Contractor.
5. The City reserves the right to audit, amend and approve parking rates, hours of operation, operating standards, and monthly and transient mix.
6. The maintenance and repair obligations except as herein set forth shall be the obligation and expense of the City which shall include, but may not be limited to the following: light replacement, replacement of broken gate arms, and maintenance of equipment and improvements including elevators, mechanical, electrical, plumbing, fire prevention systems and parking control equipment.
7. The Contractor will be responsible for the repair and replacement of all handheld units if the need for repair or replacement is due to the negligence of the Contractor's personnel.
8. The Contractor shall not use, and shall make every reasonable effort to prevent any person from using, all or any part of the parking facilities for any use or purpose directly or indirectly forbidden by public law or which may be in violation of the laws of the United States, any State law, or any City ordinance, or which may be dangerous to life, limb or property.

9. City and Contractor shall release each other from any liability for any loss, destruction or damage resulting from fire or other casualty to property of either party and also release and discharge each other from any and all subrogation rights.
10. The Contractor shall indemnify and hold the City harmless against any and all claims, demands and liability for bodily injury and/or property damage caused by Contractor's acts or omissions in its performance of the services contracted.
11. The Contractor shall provide at Contractor's expense at least an annual audit of Contractor's services to the City. This audit must be performed by personnel other than local contractor employees/manager and must be conducted on an unannounced basis. This audit shall review all procedures, policies and revenue controls. The audit results shall be available to City Staff.
12. The Contractor shall pay all employees covered by this contract and working in Great Falls Montana to execute the terms of this contract according to Montana Prevailing Wage requirements.
13. In consideration of the enforcement and collection services to be rendered by the Contractor, the City shall compensate the Contractor in accordance with the following schedule on a monthly basis beginning on January 1, 2011, and on or before the tenth of each month thereafter.

**On-Street Enforcement/Collection Services**

Year 1 (2011)	\$ 157,622
Year 2 (2012)	\$ 162,351
<u>Year 3 (2013)</u>	<u>\$ 167,222</u>
 Total Years 1-3	 \$ 487,195
 Year 4 (2014)	 \$ 172,238
Year 5 (2015)	\$ 177,405
<u>Year 6 (2016)</u>	<u>\$ 182,727</u>
 Total Years 4-6	 \$ 532,370

**Off-Street Lots Enforcement/Collection Services**

Year 1 (2011)	\$ 23,375
Year 2 (2012)	\$ 24,077
Year 3 (2013)	\$ 24,799

Total Years 1-3 \$ 72,251

Year 4 (2014)	\$ 25,453
Year 5 (2015)	\$ 26,309
Year 6 (2016)	\$ 27,099

Total Years 4-6 \$ 78,861

**Parking Garages Enforcement/Collection Services**

Year 1 (2011)	\$ 123,081
Year 2 (2012)	\$ 126,773
Year 3 (2013)	\$ 130,576

Total Years 1-3 \$ 380,430

Year 4 (2014)	\$ 134,494
Year 5 (2015)	\$ 138,529
Year 6 (2016)	\$ 142,684

Total Years 4-6 \$ 415,707

**CONTRACT TERM TO BE BASED ON PROPOSAL**

14. This agreement will be for a three year period commencing January 1, 2011, and ending December 31, 2013. It is the City's sole option to renew said agreement for an additional three years that would end on December 31, 2016. Said agreement may be canceled by the City at any time that it is determined that the required services are not being provided by giving the Contractor thirty (30) days prior written notice of cancellation of this agreement. In addition, either party may cancel this agreement, without cause, by giving written notice of cancellation at least sixty (60) days prior to June 30 of any given year.
  
15. Any notices or communications required to be given to or by or served upon the respective parties hereto may be so given or served by mailing the same, properly addressed and stamped, to such party or parties by United States registered or certified mail, return receipt requested. Until new addresses shall be given, the addresses of the respective parties for the purpose of such notices or communications and for any other purposes shall be:

As to City:

City of Great Falls Montana  
Planning and Community Development Department  
P.O. Box 5021  
Great Falls, MT 59403-5021

As to Contractor:

Standard Parking  
Attn: Legal Department  
900 N. Michigan, Suite 1600  
Chicago, IL 60611

18. The terms of this Agreement shall be binding upon the parties and their successors and assigns.

**CITY OF GREAT FALLS**



~~Gregory T. Doyon, City Manager~~

ATTEST:



Lisa Kunz, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:



James Santoro, City Attorney

**STANDARD PARKING**



Jack Ricchiuto, Executive Vice President

State of Ohio )  
: ss.  
County of Cuyahoga)

On this 5th day of January, in the year A. D. two thousand and eleven, a Notary Public for the State of Ohio, personally appeared Jack Ricchiuto, known to me the undersigned to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

Nita Bican (Name Printed)

Notary Public for the State of Ohio



(Signature)

Notary Public for the State of Ohio

Residing at Cleveland, OH

My Commission Expires Sept. 8, 20 14

NITA BICAN  
RESIDENT SUMMIT COUNTY  
NOTARY PUBLIC, STATE OF OHIO  
My Commission Expires 9.8.14

FIRST AMENDMENT OF PARKING ENFORCEMENT/SERVICES CONTRACT

This First Amendment of Parking Enforcement / Services Agreement (this "First Amendment") made and entered in to effective as of January 1, 2014, by and between the CITY OF GREAT FALLS, Montana, a municipal corporation of the State of Montana, hereinafter referred to as "City", and SP PLUS CORPORATION, a Delaware corporation formerly known as STANDARD PARKING CORPORATION, hereinafter referred to as "Contractor";

RECITALS

WHEREAS, the City and Contractor are parties to a certain Parking Enforcement / Services Agreement dated January 4, 2011 (the "Agreement") pursuant to which Contractor has managed the City's Parking Program, all as more fully set forth in the Agreement; and

WHEREAS, the City and Contractor desire to renew the term of the Agreement and to modify certain provisions therein, all upon the terms and conditions set forth in this Amendment.

NOW THEREFORE, for good and valuable consideration received, the parties hereto agree as follows:

- 1. RECITALS. The above recitals are incorporated herein. The terms defined in the Agreement, when used herein, shall continue to have the meanings ascribed to such terms therein, unless expressly defined otherwise in this Amendment.
- 2. TERM. The City has exercised its right to renew the term for three (3) years under Section 14 of the Agreement and, therefore, the term is hereby extended from January 1, 2014 through and including December 31, 2016 (the "Extended Term"). The termination rights set forth in the Agreement shall continue in effect during the Extended Term including, without limitation, those termination rights set forth in said Section 14. In addition, the City at its sole option shall have the right to renew the Agreement for an additional three (3) years that would end on December 31, 2019.
- 3. INSURANCE AND BONDS. During the Extended Term Contractor shall continue to provide the insurance and bond coverages required pursuant to the Agreement except that the performance bond required during the Extended Term shall be in the amount of \$350,000.00 renewable annually.
- 4. SCOPE OF SERVICES. The Contractor's scope of services during the Extended Term shall consist of the following:
  - (a) All operation, enforcement, management and revenue collection duties as originally set forth in the Agreement;
  - (b) Those routine tasks noted as Standard Parking's responsibility in the document attached hereto and made a part hereof as Exhibit A; and
  - (c) Consistent with Exhibit A, any other tasks in the management and maintenance of the City's parking system, provided the compensation or reimbursements for each such additional task shall be separately negotiated and documented in writing by the parties.

To the extent that any of the routine tasks noted as Standard Parking's responsibility in Exhibit A are tasks delegated to the City under the terms of the original Agreement, the City shall be relieved of such responsibilities and the terms of Exhibit A shall govern.

5. CONTRACTOR'S COMPENSATION. Effective as of January 1, 2014, Section 13 of the Agreement is deleted and replaced in its entirety with the following during the duration of the Extended Term and any further renewal of the Agreement:

As compensation for Contractor's services, the City shall pay Contractor the total of the following:

(a) A fee (the "Management Fee") of \$50,000 during calendar year 2014, which shall be paid in equal monthly installments of \$4,166.67. On January 1, 2015 and each anniversary thereafter, for so long as the Agreement shall remain in effect (including any renewal beyond the Extended Term), the Management Fee shall increase by five percent (5%) over the Management Fee in effect during the preceding calendar year;

(b) Reimbursements and charges for certain payroll and other expenses, including the actual commercially reasonable documented expenses for the routine tasks listed in Exhibit A, incurred by Contractor in the provision of the services. The categories of expenses subject to reimbursement by the City are set forth in the pro forma of estimated expenses which is attached hereto and made a part hereof as Exhibit B;

(c) Fees or expense reimbursements which the parties may mutually agree upon as contemplated in Section 4(c) of this Amendment.

All expenses under the foregoing Subsections (b) and (c) shall be deemed "Operating Expenses".

To the extent that there is any conflict between this Section 5 and any terms in the original Agreement, the terms of this Section 5 shall prevail.

6. PAYMENT TERMS. Within 15 days after the end of each month, Contractor shall submit to the City a statement setting forth its Management Fee and Operating Expenses of the preceding month (the "Monthly Statement"). The Monthly Statement shall be supported by such commercially reasonable supporting documentation as the City may require. Within 10 days of receipt of the Monthly Statement, the City shall remit payment to Contractor.

If The City disputes any Operating Expense, The City shall give Contractor written notice specifying the item disputed and the reason therefor. Payment for any Operating Expense which is not disputed shall not be withheld. The parties shall, in good faith, diligently pursue resolution of any disputed item within thirty (30) days of said notice.

7. REPORTS AND RECORDS. In addition to any requirements under the original Agreement, Contractor shall keep complete and accurate reports and records (collectively, the "Records") of Operating Expenses relating to Contractor's services. Such Records shall be kept in accordance with good accounting practices. Contractor shall permit the City to inspect Contractor's Records at Contractor's offices during reasonable business hours and at the City's expense.

8. NOTICES. Section 15 of the Agreement is updated by substituting the following addresses for Contractor:

SP Plus Corporation  
Attn: Jack Ricchluto, Executive Vice President  
1301 East 9<sup>th</sup> Street, Suite 1050  
Cleveland, OH 44114

With copy to:

SP Plus Corporation  
Attn: Legal Department  
200 East Randolph Street, Suite 7700  
Chicago, IL 60601

9. NO OTHER CHANGES. Except as expressly modified by this Amendment, the Agreement shall remain in full force and effect upon its original terms and conditions.

**CITY OF GREAT FALLS**

[Redacted Signature]

Gregory T. Doyon, City Manager

ATTEST:

[Redacted Signature]

Lisa Kunz, City Clerk

(SEAL OF CITY)



APPROVED FOR LEGAL CONTENT

[Redacted Signature]

Sara R. Sexe, City Attorney

**SP PLUS CORPORATION**

[Redacted Signature]


Jack Ricchluto, Executive Vice President



State of Ohio )  
 : ss.  
County of Cuyahoga)

On this 17th day of December, in the year A. D. two thousand and thirteen, a Notary Public for the State of Ohio, personally appeared Jack Ricohiuto, known to me the undersigned to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

Nita Bican (Name Printed)  
Notary Public for the State of Ohio  
 (Signature)  
Notary Public for the State of Ohio  
Residing at Summit County  
My Commission Expires 9-8, 2014

NITA BICAN  
RESIDENT SUMMIT COUNTY  
NOTARY PUBLIC, STATE OF OHIO  
My Commission Expires 9-8-14

## Exhibit A

**Standard will continue routine tasks it currently performs.**

**Routine tasks Standard Parking would do that the City does now:**

- Maintain landscaping and sprinkler systems, where they exist, at surface lots and garages.
- Clean and maintain windows, including the display windows in the South Parking Garage. Replace doors and windows as needed, and change out locks as security requires.
- Acquire and replace bulbs and batteries and the other consumable products needed for the safe operation of the surface lots and garages and for revenue control and enforcement equipment.
- Maintain and repair other (Standard already maintains the meters) revenue control equipment including the pay boxes at the surface lots and gates in the garages. Standard may acquire and install replacement revenue control equipment, at the City's request.
- Upon expiration of the City's current contract for that purpose, maintain and repair the elevators in the parking garages.
- Order and accept delivery of all printed materials needed for parking administration, including delivery permits, residential parking tags, etc.
- Acquire and sell parking tokens if the City decides to renew its token program. The design and pricing of the tokens would first be approved by the City.

**Routine tasks that City would continue to do:**

- Snow removal is not on the above list at this time because the City contracts for snow removal from the garages and surface lots along with other facilities. That contract has been let for three years, so this function is covered for the initial duration of the proposed contract.
- Signs are not on the above list at this time because the City has an efficient, affordable way of obtaining the needed signs through its Public Works Department. The parties can agree in writing to modify the terms in the future to add signs to Standard's responsibilities if necessary.

**Flexibility:**

The City may ask Standard to undertake other tasks in the management and maintenance of the parking system, each additional task to be separately negotiated.

**Exhibit B**

<b>Great Falls Garage and Meter Services</b>						
<b>OPERATING EXPENSES</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>	<b>Year 6</b>
				<i>Option</i>	<i>Option</i>	<i>Option</i>
<b>Management Fee</b>	\$50,000	\$52,500	\$55,125	\$57,881	\$60,775	\$63,814
<b>Wages</b>	\$ 184,123	\$ 189,647	\$ 195,336	\$ 201,196	\$ 201,196	\$ 207,232
<b>Salaries</b>	\$ 46,319	\$ 47,709	\$ 49,140	\$ 50,614	\$ 50,614	\$ 52,132
<b>Total Payroll</b>	\$ 230,442	\$ 237,355	\$ 244,476	\$ 251,810	\$ 251,810	\$ 259,365
<b>P/R Tax - FICA</b>	\$ 17,321	\$ 17,841	\$ 18,376	\$ 18,927	\$ 18,927	\$ 19,495
<b>P/R Tax - SUTA</b>	\$ 2,851	\$ 2,937	\$ 3,025	\$ 3,115	\$ 3,115	\$ 3,209
<b>Life/Hospital Insurance</b>	\$ 202	\$ 208	\$ 214	\$ 221	\$ 221	\$ 227
<b>P/R Cost - Workers Comp</b>	\$ 23,044	\$ 23,736	\$ 24,448	\$ 25,181	\$ 25,181	\$ 25,936
<b>P/R Tax - FUTA</b>	\$ 294	\$ 303	\$ 312	\$ 321	\$ 321	\$ 331
<b>401K Expense</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Payroll Taxes, Burden and Other</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Benefits</b>	\$ 43,712	\$ 45,024	\$ 46,374	\$ 47,766	\$ 47,766	\$ 49,198
<b>Total Comp &amp; Benefits</b>	\$ 274,154	\$ 282,379	\$ 290,850	\$ 299,576	\$ 299,576	\$ 308,563
<b>Uniform Expense</b>	\$ 600	\$ 618	\$ 637	\$ 656	\$ 656	\$ 675
<b>Garage Supplies</b>	\$ 600	\$ 618	\$ 637	\$ 656	\$ 656	\$ 675
<b>Drinking Water</b>	\$ 600	\$ 618	\$ 637	\$ 656	\$ 656	\$ 675
<b>Ticket Expense</b>	\$ 1,500	\$ 1,545	\$ 1,591	\$ 1,639	\$ 1,639	\$ 1,688
<b>Stationary &amp; Office Supplies</b>	\$ 600	\$ 618	\$ 637	\$ 656	\$ 656	\$ 675
<b>R &amp; M Equipment</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

	1,000	1,030	1,061	1,093	1,093	1,126
R & M Revenue Control	\$	\$	\$	\$	\$	\$
	1,000	1,030	1,061	1,093	1,093	1,126
Gas & Oil Company Vehicle	\$	\$	\$	\$	\$	\$
	1,125	1,159	1,194	1,229	1,229	1,266
Parking & Auto	\$	\$	\$	\$	\$	\$
	720	742	764	787	787	810
Rental Machinery & Equip.	\$	\$	\$	\$	\$	\$
	360	371	382	393	393	405
Utilities Expense	\$	\$	\$	\$	\$	\$
	2,000	2,060	2,122	2,185	2,185	2,251
Shopper Program	\$	\$	\$	\$	\$	\$
	200	206	212	219	219	225
Postage & Freight	\$	\$	\$	\$	\$	\$
	600	618	637	656	656	675
Telephone - Local	\$	\$	\$	\$	\$	\$
	1,200	1,236	1,273	1,311	1,311	1,351
Telephone -Long Distance	\$	\$	\$	\$	\$	\$
	144	148	153	157	157	162
Mobile Phone	\$	\$	\$	\$	\$	\$
	360	371	382	393	393	405
Recruiting Expense	\$	\$	\$	\$	\$	\$
	240	247	255	262	262	270
Miscellaneous Expense	\$	\$	\$	\$	\$	\$
	300	309	318	328	328	338
<b>Total Other Operating Expenses</b>	\$	\$	\$	\$	\$	\$
	13,149	13,543	13,950	14,368	14,368	14,799
<b>Total Expense*</b>	\$	\$	\$	\$	\$	\$
	337,303	348,422	359,925	371,825	374,719	387,176



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MMDDYYYY)  
01/13/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
Aon Risk Services Central, Inc.  
Chicago IL Office  
200 East Randolph  
Chicago IL 60601 USA

CONTACT NAME:  
PHONE (A/C, No, Ext): (866) 283-7122 FAX (A/C, No): 866-363-0105  
E-MAIL ADDRESS:

INSURED  
SP Plus Corporation  
Standard Parking  
200 E Randolph Street, suite 7700  
Chicago IL 60601 USA

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: National Union Fire Ins Co of Pittsburgh	19445
INSURER B: ACE American Insurance Company	22667
INSURER C: Commerce & Industry Ins Co	19410
INSURER D: Federal Insurance Company	20281
INSURER E: XL Insurance America Inc	24554
INSURER F: Liberty Insurance Underwriters, Inc.	19917

COVERAGES CERTIFICATE NUMBER: 570052858538 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MMDDYYYY)	POLICY EXP (MMDDYYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC		XSLG27328325 SIR applies per policy terms & conditions	01/01/2014	01/01/2015	EACH OCCURRENCE \$1,750,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$1,750,000 MED EXP (Any one person) Excluded PERSONAL & ADV INJURY \$1,750,000 GENERAL AGGREGATE \$1,750,000 PRODUCTS - COMPROP AGG \$1,750,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		ISAH08815434	01/01/2014	01/01/2015	COMBINED SINGLE LIMIT (Per accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Garagekeeper Limit \$2,000,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000		BE034545056	01/01/2014	01/01/2015	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/NUMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	WLRC47874750 AOS SCFC47874762 WI	01/01/2014	01/01/2015	<input checked="" type="checkbox"/> WC STAT-TORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
A	Misc Liab Cvg		017205111 Crime	01/01/2014	01/01/2015	Occurrence \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Re: Location - 01091  
Insurance charges will include all applicable premiums and costs, as well as retained exposure charges established by the Named Insured.

CERTIFICATE HOLDER  
  
City of Great Falls  
2 Park Drive South  
Great Falls MT 59405 USA

CANCELLATION  
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  
AUTHORIZED REPRESENTATIVE  
*Aon Risk Services Central, Inc*

Holder Identifier : 01091

Certificate No : 570052858538



AGENCY CUSTOMER ID: 57000025472  
 LOC #:

*Handwritten initials*

## ADDITIONAL REMARKS SCHEDULE

Page    of   

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED SP Plus Corporation	
POLICY NUMBER See Certificate Number: 570052656538			
CARRIER See Certificate Number: 570052656538	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER G: Lexington Insurance Company	19437
INSURER H: National Surety Corporation	21881
INSURER	
INSURER	

**ADDITIONAL POLICIES** If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	AUTOMOBILE LIABILITY						
B				XSLG27328325 Garage Liability SIR applies per policy terms & conditions	01/01/2014	01/01/2015	Oth than Auto - agg \$15,000,000
							Auto Only - ea Accid \$1,750,000
							Oth than Auto - ea ac \$1,750,000
	EXCESS LIABILITY						
E				US00005543L114A \$25M xs \$25M	01/01/2014	01/01/2015	Aggregate \$25,000,000
D				93642007 \$25M xs \$50M	01/01/2014	01/01/2015	Aggregate \$25,000,000
F				100002719809 \$25M xs \$75M	01/01/2014	01/01/2015	Aggregate \$25,000,000
H				SIHX00015087216 \$25M xs \$100M	01/01/2014	01/01/2015	Aggregate \$25,000,000
							Each Occurrence \$25,000,000
	OTHER						
G	Excess Auto Lia			028339649 Auto Excess	01/01/2014	01/01/2015	Occ & Agg \$3,000,000

Fidelity and Deposit Company of Maryland  
1400 American Lane  
Schaumburg, IL 60196



**PERFORMANCE BOND**  
(Annual Form 1001)

Bond No. 09124793

KNOW ALL MEN BY THESE PRESENTS, that we, SP PLUS CORPORATION/STANDARD PARKING as Principal, (hereinafter called the "Principal"), and FIDELITY AND DEPOSIT COMPANY OF MARYLAND as Surety, (hereinafter called the "Surety"), are held firmly bound unto, CITY OF GREAT FALLS, MONTANA as Obligee, (hereinafter called the "Obligee"), in penal sum of Three Hundred Fifty Thousand and 00/100 Dollars (\$ 350,000.00) good and lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors, assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into written contract with the Obligee, dated 1/4/11 (hereinafter called the "Contract"), which Contract is incorporated herein by reference and,

Parking Enforcement/Services Contract: All operation, enforcement, management and revenue collection duties. Location 01091

NOW, THEREFORE, the condition of this obligation is such that, if the Principal shall indemnify the Obligee for any and all loss that the Obligee may sustain by reason of the Principal's failure to comply with the terms and conditions of said Contract, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

PROVIDED, HOWEVER, that:

1. The term of this bond is for the period commencing 1/1/14 and expiring on 12/31/14, unless released by the Obligee prior thereto. However, the term of this bond may be extended for an additional one-year period by the issuance of a Continuation Certificate by the Surety.
2. The liability of the Surety under this bond and all continuation certificates issued in connection therewith shall not be cumulative and shall in no event exceed the bond amount set forth above or in any additions, riders or endorsements properly issued by the Surety.
3. Non-renewal by the Surety nor failure of the Principal to provide the Obligee with a replacement bond shall not constitute default under this bond.
4. In the event the Principal shall be declared by the Obligee to be in default under the Contract, the Obligee shall provide the Surety with a written statement setting forth the particular facts of said default no later than thirty (30) days from the date of said default, which notice shall be sent to the Surety by registered mail to the address as stated in Section 7 below.
5. The Surety will have the right and opportunity, at its option, and in its sole discretion, to: a.) cure the default; b.) assume the remainder of the Contract and to perform or subcontract same; c.) or to tender to the Obligee funds sufficient to pay the cost of completion less the balance of the Contract price up to an amount not to exceed the penal sum of the bond. In no event shall Surety be liable for fines, penalties, liquidated damages or forfeitures assessed against the Principal.
6. The Obligee's acceptance of this bond and reliance upon it as security constitutes its acknowledgement and agreement as to the terms under which it is offered and issued by the Surety.
7. All notices, demands and correspondence with respect to this bond shall be in writing and addressed to:

The Surety, at the following address:  
Fidelity and Deposit Company of Maryland  
Attn: Commercial Surety Bond Claims  
1400 American Lane  
Schaumburg, IL 60196



**The Principal, at the following address:**


Principal Name SP PLUS CORPORATION/STANDARD PARKING  
Address 200 East Randolph Street, Suite 7700  
City State Zip Chicago, IL, 60601

**The Oblgee, at the following address:**


Obligee Name CITY OF GREAT FALLS, MONTANA  
Address PO Box 6021  
City State Zip Great Falls, MT, 59403-0521

Sealed with our seals and dated this 23rd day of December, 2013.

  
\_\_\_\_\_  
Witness

SP PLUS CORPORATION/STANDARD PARKING  
Principal Name   
\_\_\_\_\_  
Principal

  
\_\_\_\_\_  
Witness Meredith Covelli

Fidelity and Deposit Company of Maryland  
  
\_\_\_\_\_  
Attorney-in-Fact Melissa L. Forler, Attorney In Fact



ACKNOWLEDGEMENT BY SURETY

STATE OF ILLINOIS  
COUNTY OF COOK

On this 23<sup>rd</sup> day of December, 2013, before me, Christina L. Sandoval, a Notary Public, within and for said County and State, personally appeared Melissa L. Fortier to me personally known to be the Attorney-in-Fact of and for Fidelity and Deposit Company of Maryland and acknowledged that she executed the said instrument as the free act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.



Notary Public in the State of Illinois  
County of Cook



**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by THOMAS O. MCCLELLAN, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Sandra M. WINSTED, Karen L. DANIEL, Susan A. WELSH, Judith A. LUCKY-EFTIMOV, James B. MCTAGGART, Debra J. DOYLE, Sandra M. NOWAK and Melissa L. FORTIER, all of Chicago, Illinois, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed; any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 4th day of December, A.D. 2012.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By:

[Redacted Signature]

*Assistant Secretary  
Gerald F. Haley*

[Redacted Signature]

*Vice President  
Thomas O. McClellan*

State of Maryland  
City of Baltimore

On this 4th day of December, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, THOMAS O. MCCLELLAN, Vice President, and GERALD F. HALEY, Assistant Secretary, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and said, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

[Redacted Signature]

*Maria D. Adamski, Notary Public  
My Commission Expires: July 8, 2015*



## SECOND AMENDMENT OF PARKING ENFORCEMENT/SERVICES CONTRACT

THIS SECOND AMENDMENT of Parking Enforcement / Services Contract (this "Second Amendment") is made and entered in to 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 SP PLUS CORPORATION, a Delaware Corporation *f/k/a* Standard Parking Corporation, hereinafter referred to as "Contractor."

### RECITALS

WHEREAS, the City and Contractor are parties to a certain Parking Enforcement / Services Contract dated January 4, 2011, as amended by a First Amendment of Parking Enforcement / Services Contract dated January 1, 2014 (the "First Amendment") (as so amended, the "Agreement") pursuant to which Contractor has managed the City's Parking Program, all as more fully set forth in the Agreement; and

WHEREAS, the City and Contractor desire to renew the term of the Agreement and to modify certain provisions therein, all upon the terms and conditions set forth in this Second Amendment.

NOW THEREFORE, 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 extend the Agreement by this reference, which is made a part hereof.

2. **Term of Agreement:** This Second Amendment is effective upon the date of its execution and the Agreement shall be extended through December 31, 2019 (the "Second Extended Term"). The Agreement may be canceled by the City at any time that it is determined that the required services are not being provided by giving the Contractor thirty (30) days prior written notice of cancellation of the Agreement. In addition, either party may cancel the Agreement, without cause, by giving written notice of cancellation at least sixty (60) days prior to June 30 of any given year.

3. **Scope of Work:** Contractor will perform the work and provide the services in accordance with the requirements of the Agreement and according to Exhibit A attached hereto and incorporated herein.

4. **Payment:** City agrees to pay Contractor the total of the following:

a) A fee (the "Management Fee") of \$57,881 during calendar year 2017, which shall be paid in equal monthly installments of \$4,823.41. On January 1, 2018 and each anniversary year thereafter, for so long as the Agreement shall remain in effect (including any

renewal beyond the Second Extended Term), the Management Fee shall increase by five percent (5%) over the Management Fee in effect during the preceding calendar year;

b) Reimbursements and charges for certain payroll and other expenses, including the actual commercially reasonable documented expenses for the routine tasks listed in Exhibit A, incurred by Contractor in the provision of the services. The categories of expenses subject to reimbursement by the City are set forth in the pro forma of estimated expenses which is attached hereto and made a part thereof as Exhibit B;

c) Fees or expense reimbursements which the parties may mutually agree upon as contemplated in Section 3 of this Second Amendment.

All expenses under the foregoing Subsections (b) and (c) shall be deemed "Operating Expenses".

To the extent that there is any conflict between this Section 4 and any terms in the First Amendment, the terms of this Section 4 shall prevail.

**5. Independent Contractor Status:** The parties agree that Contractor is an independent contractor for purposes of the Agreement and is not to be considered an employee of the City for any purpose. Contractor 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. Contractor is not authorized to represent the City or otherwise bind the City in any dealings between Contractor and any third parties.

Contractor 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. Contractor shall maintain workers' compensation coverage for all members and employees of Contractor's business, except for those members who are exempted by law.

Contractor 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, Contractor 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 Contractor's performance of the Agreement and Contractor's work on the Project or work of any subcontractor or supplier to Contractor.

**7. Insurance:** Contractor shall purchase and maintain insurance coverage as set forth below. The insurance policy must name the City, (including its elected or appointed officers, officials, employees, or volunteers), as an additional insured and be written on a "primary—noncontributory basis, and on an occurrence, not a claims made basis." Contractor will provide the City with applicable additional insured endorsement documentation substantially similar or identical to the example set forth below. 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 Contractor, 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 the Agreement. All insurance coverage shall remain in effect throughout the term of the Agreement. All insurance policies 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 Contractor, 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	\$1,000,000 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

Contractor may provide applicable excess or umbrella coverage to supplement Contractor's existing insurance coverage, if Contractor's existing policy limits do not satisfy the coverage requirements as set forth above. Additional Insured Endorsement Example from Contractor is attached hereto as Exhibit C.

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

9. **Compliance with Laws:** Contractor 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, Contractor agrees to purchase a City safety inspection certificate or special business license.

10. **Nondiscrimination:** Contractor agrees that all hiring by Contractor 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 Contractor may not subcontract or assign Contractor'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 Second Amendment.

13. **Ownership and Publication of Materials:** All reports, information, data, and other materials prepared by the Contractor pursuant to the 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 Contractor for the specific purpose intended will be at the City's sole risk and without liability or legal exposure to the Contractor. 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 Contractor is Craig Raymond and Contractor's designated liaison with City is Greg Hoffman.

15. **Applicability:** This Second Amendment shall be governed and construed in accordance with the laws of the State of Montana.

16. **Binding:** This Second Amendment and all of the covenants hereof shall inure to the benefit and be binding upon the City of Great Falls and the Contractor respectively and their partners, successors, assigns and legal representatives. Neither the City nor the Contractor shall have the right to assign, transfer or sublet their interest or obligations hereunder without written consent of the other party.


17. **Amendments:** Any amendment or modification of this Second Amendment 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.


***SIGNATURE PAGE TO FOLLOW***

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

**CITY OF GREAT FALLS, MONTANA**

**CONTRACTOR**

By   
Gregory T. Doyon, City Manager

By   
Christopher B. Conley  
Senior Vice President

Date 11/2/17


Date December 13, 2016

ATTEST:

  
Lisa Kunz, City Clerk

(Seal of the City)

\* APPROVED AS TO FORM:

By   
Sara R. Sexe, City Attorney

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

## Exhibit A

**Contractor will continue routine tasks it currently performs.**

**Routine tasks Contractor would do that the City does now:**

- Snow removal services and contracting.
- Contracting for and maintenance of Parking Management Software

**Routine tasks that City would continue to do:**

- Intake of parking ticket payments and processing collections procedures as needed.
- Issuance of certain parking passes and permits.
- Signs are not on the above list at this time because we have an efficient, affordable way of obtaining the signs that we need from time to time through Public Works. We can always add signs to Contractor's responsibilities if necessary.

### **Flexibility**

The City may ask Contractor to undertake other tasks in the management and maintenance of the parking system, each additional task to be separately negotiated.



Exhibit B

*(Attach Pro Forma of Estimated Expenses)*

**Exhibit B**

**Great Falls Garage and Meter Services**

<b>OPERATING EXPENSES</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>	<b>YEAR 6</b>
				Option	Option	Option
<b>Management Fee</b>	\$ 50,000	\$ 52,500	\$ 55,125	\$ 57,881	\$ 60,775	\$ 63,814
<b>Wages</b>	\$ 184,123	\$ 189,647	\$ 195,336	\$ 201,196	\$ 207,232	\$ 213,449
<b>Salaries</b>	\$ 46,319	\$ 47,709	\$ 49,140	\$ 50,614	\$ 52,132	\$ 53,696
<b>Total Payroll</b>	\$ 230,442	\$ 237,355	\$ 244,476	\$ 251,810	\$ 259,365	\$ 267,145
<b>P/R Tax - FICA</b>	\$ 17,321	\$ 17,841	\$ 18,376	\$ 18,927	\$ 19,495	\$ 20,080
<b>P/R Tax - SUTA</b>	\$ 2,851	\$ 2,937	\$ 3,025	\$ 3,115	\$ 3,209	\$ 3,305
<b>Life/Hospital Insurance</b>	\$ 202	\$ 208	\$ 214	\$ 221	\$ 227	\$ 234
<b>P/R Cost Workers Comp</b>	\$ 23,044	\$ 23,735	\$ 24,447	\$ 25,181	\$ 25,936	\$ 26,714
<b>P/R Tax FUTA</b>	\$ 294	\$ 303	\$ 312	\$ 321	\$ 331	\$ 341
<b>401k Expense</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Payroll Taxes, Burden and Other</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Benefits</b>	\$ 43,712	\$ 45,023	\$ 46,374	\$ 47,765	\$ 49,198	\$ 50,674
<b>Total Comp &amp; Benefits</b>	\$ 274,154	\$ 282,379	\$ 290,850	\$ 299,575	\$ 308,563	\$ 317,820
<b>Uniform Expense</b>	\$ 600	\$ 618	\$ 637	\$ 656	\$ 675	\$ 696
<b>Garage Supplies</b>	\$ 600	\$ 618	\$ 637	\$ 656	\$ 675	\$ 696
<b>Drinking Water</b>	\$ 600	\$ 618	\$ 637	\$ 656	\$ 675	\$ 696
<b>Ticket Expense</b>	\$ 1,500	\$ 1,545	\$ 1,591	\$ 1,639	\$ 1,688	\$ 1,739
<b>Stationary &amp; Office Supplies</b>	\$ 600	\$ 618	\$ 637	\$ 656	\$ 675	\$ 696
<b>R&amp;M Equipment</b>	\$ 1,000	\$ 1,030	\$ 1,061	\$ 1,093	\$ 1,126	\$ 1,159
<b>R&amp;M Revenue Control</b>	\$ 1,000	\$ 1,030	\$ 1,061	\$ 1,093	\$ 1,126	\$ 1,159
<b>Gas &amp; Oil Company Vehicle</b>	\$ 1,125	\$ 1,159	\$ 1,194	\$ 1,229	\$ 1,266	\$ 1,304
<b>Parking &amp; Auto</b>	\$ 720	\$ 742	\$ 764	\$ 787	\$ 810	\$ 835
<b>Rental Machinery &amp; Equip.</b>	\$ 360	\$ 371	\$ 382	\$ 393	\$ 405	\$ 417
<b>Utilities Expense</b>	\$ 2,000	\$ 2,060	\$ 2,122	\$ 2,185	\$ 2,251	\$ 2,319
<b>Shopper Program</b>	\$ 200	\$ 206	\$ 212	\$ 219	\$ 225	\$ 232
<b>Postage &amp; Freight</b>	\$ 600	\$ 618	\$ 637	\$ 656	\$ 675	\$ 696
<b>Telephone - Local</b>	\$ 1,200	\$ 1,236	\$ 1,273	\$ 1,311	\$ 1,351	\$ 1,391
<b>Telephone - Long Distance</b>	\$ 144	\$ 148	\$ 153	\$ 157	\$ 162	\$ 167
<b>Mobile Phone</b>	\$ 360	\$ 371	\$ 382	\$ 393	\$ 405	\$ 417
<b>Snow Removal</b>				\$ 7,500	\$ 7,725	\$ 7,957
<b>T2 Fees</b>				\$ 16,932	\$ 17,440	\$ 17,963
<b>Recruiting Expense</b>	\$ 240	\$ 247	\$ 255	\$ 262	\$ 270	\$ 278
<b>Miscellaneous Expense</b>	\$ 300	\$ 309	\$ 318	\$ 328	\$ 338	\$ 348
<b>Total Other Operating Expenses</b>	\$ 13,149	\$ 13,543	\$ 13,950	\$ 38,800	\$ 39,964	\$ 41,163
<b>Total Expense</b>	\$ 337,303	\$ 348,422	\$ 359,925	\$ 396,257	\$ 409,302	\$ 422,797

Exhibit C

*(Attach Contractor's Additional Insured Endorsement)*



AIG Insurance  
877-To-Serve (867-3783)  
Email: toserve@AIG.com

12/28/2016

HOPE EBERHARDT  
AON RISK SERVICES CENTRAL INC  
200 E RANDOLPH ST  
CHICAGO, IL 60601

Re: INSURED NAME: SP PLUS CORPORATION  
Policy No.: GL 203-90-89  
Effective Date: 01/01/2016

Dear HOPE EBERHARDT:

Enclosed please find the following document:

**New Policy**

Thank you for your binder. Enclosed please find the original and broker copies of the policy issued to the above named insured.

**Renewal**

Thank you for your renewal binder. Enclosed, please find the original and broker copies of the policy issued to the above named insured.

**Endorsement(s) No. and Type of Change**

Enclosed please find the original and one copy of the change endorsement(s) as requested.

**CHG008 - ADD ADDITIONAL INSURED TO FORM CG2026**

The enclosed documents provide a complete and accurate representation of the coverages agreed to under the terms and conditions set out in the binder or change request document. Upon your review, please contact your underwriter promptly with any questions or concerns.

We appreciate your business and strive to make your satisfaction our #1 priority.

**DRAFT COPY**



**FORM S SCHEDULE**

**EFFECTIVE DATE: 01/01/2018**

**NAMED INSURED: SP PLUS CORPORATION**

**POLICY NO: GL 203-90-88**

**CHG008 CHANGE ENDORSEMENT**  
**CG2025 (0419) DESGNTD PERS/ORG**  
**100888 (1108) ADDENDUM TO THE DEC PAGE - KY LOCAL GOVT**

**DRAFT COPY**

**ENDORSEMENT # CHG008**

This endorsement, effective 12: 01 A.M. 12/28/2016 forms a part of  
policy No. GL 203-90-69 issued to SP PLUS CORPORATION  
BY NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

IT IS HEREBY AGREED THAT THE FOLLOWING ADDITIONAL INSURED NAME HAS  
BEEN ADDED TO FORM CG2026(0413) OF THE POLICY:

THE CITY OF GREAT FALLS

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

12/28/2016  
1803

**DRAFT COPY**

*HL*  
[Redacted Signature]

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

<p><b>Name Of Additional Insured Person(s) Or Organization(s):</b></p> <p>THE CITY OF GREAT FALLS</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured

is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**DRAFT COPY**





**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL  
AGENCY OR SUBDIVISION OR POLITICAL  
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**State Or Governmental Agency Or Subdivision Or Political Subdivision:**

The City of Great Falls, Montana

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
  - 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

122016.18

*[Handwritten Signature]*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/28/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**  
Aon Risk Services Central, Inc.  
Chicago IL Office  
200 East Randolph  
Chicago IL 60601 USA

**CONTACT NAME**  
PHONE (AC. No. Ext): (866) 283-7122 FAX (AC. No.): 800-363-0105

**INSURED**  
SP Plus Corporation  
Standard Parking Corporation  
200 E Randolph Street, Suite 7700  
Chicago IL 60601 USA

**RECEIVED**  
JAN - 9 2017  
BY: \_\_\_\_\_

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: XL Insurance America Inc	24554
INSURER B: XL Specialty Insurance Co	37885
INSURER C: Greenwich Insurance Company	22322
INSURER D: Great American Insurance Co.	16681
INSURER E: Commerce & Industry Ins Co	19410
INSURER F: Federal Insurance Company	20281

**COVERAGES**      **CERTIFICATE NUMBER: 570065051484**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. *Limits shown are as requested*

TYPE OF INSURANCE	ADDL. RTRM. (RTRM. W/O)	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability Included  GENL. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		RGE3001208 SIR applies per policy terms & conditions	01/01/2017	01/01/2018	EACH OCCURRENCE \$3,000,000 DAMAGE TO RENTED PREMISES (Ex. occurrences) \$2,000,000 MED EXP (Any one person) Excluded PERSONAL & ADV INJURY \$3,000,000 GENERAL AGGREGATE \$15,000,000 PRODUCTS - COMP/OP AGG \$3,000,000
<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> GAR. LIAB. ONLY		RAD9437820 AOS	01/01/2017	01/01/2018	COMBINED SINGLE LIMIT (Per accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Garagekeepers Limit \$3,000,000
<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> RETENTION \$25,000		19452258	01/01/2017	01/01/2018	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000
<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/ MEMBER INCLUDED? (Secondary in US) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	RWD3001210 AOS RWR3001211 RETRO	01/01/2017	01/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EL. EACH ACCIDENT \$1,000,000 EL. DISEASE-EA EMPLOYEE \$1,000,000 EL. DISEASE-POLICY LIMIT \$3,000,000
<input checked="" type="checkbox"/> Misc Liab Cvg		SAA50414480100 Crime SAA50414490200 Crime X3	01/01/2017	01/01/2018	Occurrence \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Re: Location - 95527 Great Falls Surface (S), 95528 Great Falls Garage /Meters, 97968 City Garage. Insurance charges will include all applicable premiums and costs, as well as retained exposure charges established by the Named Insured. The City of Great Falls is included as Additional Insured on the General and Garage Liability in accordance with the terms of Additional Insured Endorsement on the policy. Coverage is Primary and Non-Contributory as required under written contract.

### CERTIFICATE HOLDER

City of Great Falls Montana  
Attn: Community Development Department  
PO Box 5021  
Great Falls MT 59403 USA

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  
AUTHORIZED REPRESENTATIVE  
*Aon Risk Services Central, Inc*

Holder or Issuer/Insurer : 05327

Certificate No : 570065051484

122016.18



**ADDITIONAL REMARKS SCHEDULE**

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED SP Plus Corporation	
POLICY NUMBER See Certificate Number: 570065051484			
CARRIER See Certificate Number: 570065051484	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER G : ACE Property & Casualty Insurance Co.	20699
INSURER H : Everest National Insurance Co	10120
INSURER I : Liberty Insurance Underwriters, Inc.	19917
INSURER	

**ADDITIONAL POLICIES** If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

ENR LTR	TYPE OF INSURANCE	ADRL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	EXCESS LIABILITY							
G				XCQG27921103002 \$25M xs \$25M	01/01/2017	01/01/2018	Aggregate	\$25,000,000
F				93642007 \$25M xs \$50M	01/01/2017	01/01/2018	Aggregate	\$25,000,000
I				100002719912 \$25M p/o \$50M x \$75M	01/01/2017	01/01/2018	Aggregate	\$50,000,000
H				XC8EX00011171 \$25M p/o \$50M x \$75M	01/01/2017	01/01/2018	Aggregate	\$50,000,000
							Each Occurrence	\$50,000,000



**Item:** Resolution 10331, Authorizing the Issuance and Private Negotiated Sale of up to \$3,700,000 Tax Increment Bonds, Series 2020, West Bank Urban Renewal District; authorizing the issuance and private negotiated sale thereof and Approving Amendment No. 3 to Development Agreement with West Bank, LLC.

**From:** Melissa Kinzler, Fiscal Service (Finance) Director

**Initiated By:** West Bank, LLC Development Agreement

**Presented By:** Melissa Kinzler, Fiscal Service (Finance) Director

**Action Requested:** Adopt Resolution 10331 and Approve Amendment No. 3 of Development Agreement with West Bank, LLC.

---

**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (adopt/ deny) Resolution 10331.”

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

and:

1. Commissioner moves:

“I move that the City Commission (approve/ not approve) Amendment No. 3 to Development Agreement with West Bank, LLC.”

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

---

**Staff Recommendation:** Staff recommends that the City Commission adopt Resolution No. 10331, authorizing the issuance and private negotiated sale of up to \$3,700,000 of bonds (the “Series 2020 Bonds”). Proceeds of the Series 2020 Bonds will be used to refund the 2009A West Bank Tax Increment Bonds, issue new bonds to satisfy the remaining obligations under the Development Agreement with West Bank, LLC (West Bank Landing Project) and extend the tax increment district until 2040.

**Background:**

The West Bank Landing Project. The City designated and approved the West Bank Landing Project as an urban renewal project, consisting of a 12.5 acre, multi-phase, mixed-use commercial development in the District, including construction of a four story 127-room hotel and future sites for restaurants, office buildings, retail shops and residential condominiums, to be located at the West Bank Landing generally on the east side of 3rd Street NW, along and to the northeast of 4th Avenue NW (the “West Bank Landing Project”). The City authorized the use of Tax Increment in an amount not to exceed \$2,642,614 to pay or reimburse West Bank LLC (the “Developer”) for the costs of certain qualified improvements associated with the West Bank Landing Project, consisting of environmental remediation, removal of existing buildings, design, engineering and relocation of overhead power and telecom utilities, and design, engineering, construction and installation and extension of water, sanitary sewer, and storm sewer utilities.

The City and the Developer entered into a Development Agreement, dated as of August 2, 2016, as amended and supplemented by Amendment No. 1 to Development Agreement dated as of October 1, 2018, and Amendment No. 2 to Development Agreement dated as of October 15, 2019 pursuant to which the City agreed to issue bonds payable from Tax Increment in a principal amount sufficient to pay or reimburse the Developer for \$1,592,614 of costs of the Infrastructure Improvements. The City through the Amendments in the Development Agreements, has already paid \$1,050,000 of the original \$2,642,614. The Developer has represented to the City that it has satisfied all preconditions to the issuance of such bonds as set forth in the Development Agreement.

In order to permit the issuance of the Series 2020 Bonds on a tax-exempt basis, the City and the Developer need to enter into Amendment No. 3 of the Development Agreement. The execution of Amendment No. 3 to Development Agreement by the City and the Developer is a condition precedent to the issuance of the Series 2020 Bonds and the payment or reimbursement to the Developer.

Refunding of the Series 2009A Bonds. The City issued \$2,000,000 Tax Increment Revenue Bonds, Series 2009A (Federal Courthouse/4th Avenue NW Project) (the “Series 2009A Bonds”), payable from Tax Increment, of which \$1,540,000 aggregate principal amount remains outstanding. Proceeds of the Series 2009A Bonds were used to undertake a survey of the historical and cultural resources in the District to assure preservation and enhancements in the redevelopment of the District; various improvements to the City’s West Bank Park including improved access, parking lot, fire protection, landscaping, and rehabilitation of facilities; the 4<sup>th</sup> Avenue NW Reconstruction Project consisting of a track crossing and rail signals, realignment and reconstruction of 4<sup>th</sup> Avenue NW, including land acquisition; improvements to the intersection with 3<sup>rd</sup> Street NW; the extension and looping of the City’s water main to connect 3<sup>rd</sup> Street NW to Central Avenue West and the Federal Courthouse; relocation of existing utilities; and cleanup as necessary of contaminated soils.

The Series 2009A Bonds with stated maturities on or after July 1, 2021 are subject to redemption on and after July 1, 2020. For the purposes of reducing the interest cost on the Series 2009A Bonds, it is in the best interests of the City to issue its Series 2020 Bonds in order to refund the Series 2009A Bonds.

Resolution 10331. Resolution 10331, will establish the terms, conditions and documentation for a private, negotiated sale of up to \$3,700,000 in Series 2020 Bonds to D.A. Davidson & Company.

The City Manager and Finance Director along with Dorsey & Whitney, LLP, the City’s bond counsel, will work to establish the appropriate terms, conditions, and documentation for the sale of the Series

2020 Bonds. The purchase price, redemption features, and interest rate on the Series 2020 Bonds will be subject to the following conditions and limitations:

- (1) The aggregate principal amount of the Series 2020 Bonds shall not exceed \$3,700,000;
- (2) The maximum true interest cost on the Series 2020 Bonds shall not exceed 4%;
- (3) The purchase price of the Series 2020 Bonds shall not be less than 99% of the principal amount thereof, exclusive of original issue premium or discount; and
- (4) The final maturity of the Series 2020 Bonds shall not be later than 21 years from their date of issuance.

Upon final approval of the interest rate, purchase price, and other terms and conditions of the sale of the Series 2020 Bonds, the City Manager, Fiscal Service Director, or the Deputy City Manager in the absence or unavailability of the either, shall be authorized to enter into and execute a Bond Purchase Agreement on behalf of the City. The form of the Series 2020 Bonds and the final terms and conditions will be brought in front of the City Commission under a separate resolution for final approval.

**Fiscal Impact:** The projected net present value savings for the refunding of the Series 2009A Bonds is \$204,750.77. This will reduce the tax increment needed to pay the interest on the bonds. The issuance of the Series 2020 Bonds will extend the West Bank Tax Increment District an additional six years.

**Alternatives:** The City Commission could choose not to approve Resolution 10331 and Amendment No. 3 of the Development Agreement with West Bank, LLC. The 2009A Bonds would not be refunded and the City's obligations under the Development Agreement with West Bank, LLC would remain outstanding.

**Concurrences:** Representatives from Finance Department have been working with Bond Counsel and D.A. Davidson Company throughout the entire process.

**Attachments/Exhibits:**

Resolution No. 10331

Amendment No. 3 to Development Agreement with West Bank, LLC

CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Great Falls, Montana (the "City"), hereby certify that the attached resolution is a true copy of Resolution No. 10331, entitled: "RESOLUTION AUTHORIZING THE ISSUANCE AND PRIVATE NEGOTIATED SALE OF UP TO \$3,700,000 TAX INCREMENT URBAN RENEWAL REVENUE BONDS, SERIES 2020 (WEST BANK URBAN RENEWAL DISTRICT), SUBJECT TO THE TERMS AND LIMITATIONS SET FORTH HEREIN; AND AUTHORIZING THE CITY MANAGER AND FISCAL SERVICES DIRECTOR TO ENTER INTO A BOND PURCHASE AGREEMENT WITH RESPECT THERETO" (the "Resolution"), on file in the original records of the City in my legal custody; that the Resolution was duly adopted by the City Commission of the City at a regular meeting on February 18, 2020 and that the meeting was duly held by the City Commission and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.

I further certify that, upon vote being taken on the Resolution at said meeting, the following Commission Members voted in favor thereof: \_\_\_\_\_; voted against the same: \_\_\_\_\_; abstained from voting thereon: \_\_\_\_\_; or were absent: \_\_\_\_\_.

WITNESS my hand officially this \_\_\_\_ day of February, 2020.

(SEAL)

\_\_\_\_\_  
City Clerk

RESOLUTION NO. 10331

RESOLUTION AUTHORIZING THE ISSUANCE AND PRIVATE NEGOTIATED SALE OF UP TO \$3,700,000 TAX INCREMENT URBAN RENEWAL REVENUE BONDS, SERIES 2020 (WEST BANK URBAN RENEWAL DISTRICT), SUBJECT TO THE TERMS AND LIMITATIONS SET FORTH HEREIN; AND AUTHORIZING THE CITY MANAGER AND FISCAL SERVICES DIRECTOR TO ENTER INTO A BOND PURCHASE AGREEMENT WITH RESPECT THERETO

BE IT RESOLVED by the City Commission (the “Commission”) of the City of Great Falls, Montana (the “City”), as follows:

Section 1. Authorization and Recitals.

1.01. Authorization. Under the provisions of Montana Code Annotated, Title 7, Chapter 15, Parts 42 and 43, as amended (the “Act”), the City is authorized to create urban renewal areas, prepare and adopt an urban renewal plan therefor and amendments thereto, undertake urban renewal projects therein, provide for the segregation and collection of tax increment with respect to property taxes collected in such areas, issue its bonds to pay the costs of such projects and to refund bonds previously issued under the Act and pledge to the repayment of the bonds the tax increment and other revenues derived from projects undertaken within the urban renewal area.

1.02. The District and the Urban Renewal Plan. Pursuant to the Act and Ordinance No. 2967 adopted on March 20, 2007, as amended by Ordinance No. 3027 adopted on December 16, 2008 and Ordinance No. 3145 adopted on August 2, 2016 (the “Ordinance”), the City created the City of Great Falls West Bank Urban Renewal District (the “District”) as an urban renewal area and approved the West Bank Urban Renewal Plan for the District (the “Urban Renewal Plan”). The Urban Renewal Plan provides for the segregation and collection of tax increment with respect to the District. The District and the Urban Renewal Plan have been duly and validly created and adopted in accordance with the Act and are in full force and effect.

1.03. The West Bank Landing Project. Pursuant to the Act and the Ordinance, the City (i) designated and approved the West Bank Landing Project as an urban renewal project, consisting of a 12.5 acre, multi-phase, mixed-use commercial development in the District, including construction of a four story 127-room hotel and future sites for restaurants, office buildings, retail shops and residential condominiums, to be located at the West Bank Landing generally on the east side of 3rd Street NW, along and to the northeast of 4th Avenue NW (the “West Bank Landing Project”) and (ii) authorized the use of Tax Increment in an amount not to exceed \$2,642,614 to pay or reimburse West Bank LLC (the “Developer”) for the costs of certain qualified improvements associated with the West Bank Landing Project, consisting of environmental remediation, removal of existing buildings, design, engineering and relocation of overhead power and telecom utilities, and design, engineering, construction and installation and extension of water, sanitary sewer and storm sewer utilities (collectively, the “Infrastructure Improvements”).



The City and the Developer entered into a Development Agreement, dated as of August 2, 2016, as amended and supplemented by Amendment No. 1 to Development Agreement dated as of October 1, 2018, and Amendment No. 2 to Development Agreement dated as of October 15, 2019 (the “Development Agreement”), pursuant to which the City agreed to issue Bonds payable from Tax Increment in a principal amount sufficient to pay or reimburse the Developer for \$1,592,614 of costs of the Infrastructure Improvements. The Developer has represented to the City that it has satisfied all preconditions to the issuance of such Bonds as set forth in the Development Agreement.

In order to permit the issuance of such Bonds on a tax-exempt basis, the City and the Developer shall enter into Amendment No. 3 to Development Agreement, substantially in the form attached hereto as Exhibit A. The City Manager and City Clerk are hereby authorized to execute and deliver Amendment No. 3 to Development Agreement, substantially in the form presented to the Commission, with such changes as may be approved by the City Manager, in consultation with Dorsey & Whitney, LLP, as bond counsel, which approval shall be deemed made by the execution thereof. The execution of Amendment No. 3 to Development Agreement by the City and the Developer shall be a condition precedent to the issuance of such Bonds and the payment or reimbursement of the Developer for the costs of the Infrastructure Improvements.

1.04. Refunding of the Series 2009A Bonds. Pursuant to the Act and Resolution No. 9815 adopted by the Commission on October 20, 2009 (the “Original Resolution”), the City issued its \$2,000,000 Tax Increment Revenue Bonds, Series 2009A (Federal Courthouse/4th Avenue NW Project) (the “Series 2009A Bonds”), payable from Tax Increment, of which \$1,540,000 aggregate principal amount remains outstanding. Proceeds of the Series 2009A Bonds were used to undertake a survey of the historical and cultural resources in the District to assure preservation and enhancements in the redevelopment of the District; various improvements to the City’s West Bank Park including improved access, parking lot, fire protection, landscaping, and rehabilitation of facilities; the 4<sup>th</sup> Avenue NW Reconstruction Project consisting of a track crossing and rail signals, realignment and reconstruction of 4<sup>th</sup> Avenue NW, including land acquisition; improvements to the intersection with 3<sup>rd</sup> Street NW; the extension and looping of the City’s water main to connect 3<sup>rd</sup> Street NW to Central Avenue West and the Federal Courthouse; relocation of existing utilities; and cleanup as necessary of contaminated soils.

The Series 2009A Bonds with stated maturities on or after July 1, 2021 (the “Refunded Bonds”) are subject to redemption on and after July 1, 2020. For the purposes of reducing the interest cost on the Refunded Bonds, it is hereby determined that it is in the best interests of the City issue its Series 2020 Bonds (as hereinafter defined) in order to refund the Refunded Bonds.

Section 2. Authorization. Pursuant to the authorizations and findings recited in the Urban Renewal Plan and in Section 1 hereof, it is hereby determined that it is in the best interests of the City to offer for sale its Tax Increment Urban Renewal Revenue Bonds, Series 2020 (West Bank Urban Renewal District) (the “Series 2020 Bonds”), in the maximum aggregate principal amount of up to \$3,700,000, for the purpose of paying or reimbursing the Developer for the costs of the Infrastructure Improvements, refunding the Refunded Bonds, funding a deposit to a debt service reserve account for the Series 2020 Bonds, and paying costs of issuance of the Series

2020 Bonds, as determined by the officers and employees of the City identified pursuant to, and subject to the limitations set forth in, Section 4 hereof.

Section 3. Available Tax Increment. In 2012, the City issued its Tax Increment Urban Renewal Refunding Revenue Bonds, Series 2012 (West Bank Urban Renewal District) (the “Series 2012 Bonds”) in the aggregate principal amount of \$855,000. Upon the issuance of the Series 2020 Bonds, the refunding of the Series 2009A Bonds and the payment or reimbursement of the Developer for the costs of the Infrastructure Improvements, there are no other obligations of the City in respect of the Tax Increment, other than the Series 2012 Bonds and the Series 2020 Bonds. Based on Tax Increment of \$574,686 received in Fiscal Year 2019 and projected Tax Increment of \$778,818 in Fiscal Year 2020, the City estimates that the Tax Increment to be received from the District will be at least \$780,000 per year). Accordingly, the estimated Tax Increment to be received from the District is expected to be sufficient to pay the maximum aggregate annual debt service on the Series 2012 Bonds and the Series 2020 Bonds.

The maximum aggregate annual debt service on the Series 2012 Bonds and the Series 2020 Bonds, assuming with respect to the Series 2020 Bonds an average interest rate of 4.00% per annum and a term of 20 years, is \$274,436.26. Accordingly, the Tax Increment received in 2019 (\$574,686) was equal to at least 140% of the maximum Principal and Interest Requirements for any future calendar year (\$384,210.76) with respect to the Series 2012 Bonds and the Series 2020 Bonds.

The Tax Increment received by the City in Fiscal Year 2019 (\$574,686) and the Tax Increment estimated to be received in the next succeeding three Fiscal Years (\$780,000), adjusted as hereinafter provided, is estimated to be equal to at least 140% of the maximum Principal and Interest Requirements for any future calendar year with respect to the Series 2012 Bonds and the Series 2020 Bonds. In estimating the Tax Increment to be received from the District in any future Fiscal Year, the City has assumed that: (1) 90% of the Taxes levied in the District will be collected in any Fiscal Year, (2) no Taxes delinquent in a prior Fiscal Year will be collected in any subsequent Fiscal Year, and (3) there will be no increase in the Tax Increment to be received in any future Fiscal Year resulting from projected inflation in property values or projected increases in Taxes.

#### Section 4. Parameters and Terms of Sale.

4.01 This Commission hereby determines that it would be in the best interests of the City to sell the Series 2020 Bonds through a negotiated sale to D.A. Davidson & Co., of Great Falls, Montana (the “Underwriter”).

4.02. The Series 2020 Bonds shall be sold to the Underwriter on terms and at a purchase price within the following limitations and conditions: (1) the aggregate principal amount of the Series 2020 Bonds, exclusive of original issue discount or premium, shall not exceed \$3,700,000; (2) the maximum true interest cost on the Series 2020 Bonds shall not exceed 4.00%; (3) the purchase price of the Series 2020 Bonds shall not be less than 99% of the principal amount thereof, exclusive of original issue premium or discount; and (4) the final stated maturity of the Series 2020 Bonds shall not be later than 21 years from their date of issue. All costs of issuing the Series 2020 Bonds (including, without limitation, the fees and expenses of

bond counsel, the fees of the paying agent and registrar, the preliminary and the preliminary and final Official Statement costs, and the costs of printing the Series 2020 Bonds) shall be paid by the City.

The form of the Series 2020 Bonds and the final terms and conditions thereof shall be prescribed by a subsequent resolution to be adopted by this Commission.

4.03. The City Manager and the Fiscal Services Director, or the Deputy City Manager in the absence or unavailability of either, are hereby authorized and directed to approve the principal amount, purchase price, maturity dates, interest rates and redemption provisions of the Series 2020 Bonds and compensation to the Underwriter, subject to the conditions contained in Section 4. Upon approving such terms, the City Manager and the Fiscal Services Director, or the Deputy City Manager in the absence or unavailability of either, are hereby authorized and directed to approve, execute and deliver to the Underwriter a bond purchase agreement (the “Bond Purchase Agreement”) containing the agreement of the City to sell, and the agreement of the Underwriter to purchase, the Series 2020 Bonds on the terms so approved, and containing such other provisions as the City Manager and the Fiscal Services Director, or the Deputy City Manager in the absence or unavailability of either, shall deem necessary and appropriate. The execution and delivery of the Bond Purchase Agreement shall be conclusive as to the approval of such officers or employees of the terms of the Series 2020 Bonds and the agreement of the City to sell the Series 2020 Bonds on such terms in accordance with the provisions thereof.

Section 5. Official Statement. The City Manager and the Fiscal Services Director, in cooperation with the Underwriter, are hereby authorized and directed to prepare on behalf of the City, an Official Statement, to be distributed by the Underwriter to prospective purchasers of the Series 2020 Bonds. The Official Statement shall contain such information as shall be advisable and necessary to describe accurately the City and the security for, and the terms and conditions of, the Series 2020 Bonds. The Fiscal Services Director is authorized on behalf of the City to deem the preliminary Official Statement near “final” as of its date, in accordance with Rule 15c2-12(b)(1) under the Securities Exchange Act of 1934.

Section 6. Continuing Disclosure. To permit the Underwriter and other participating underwriters in the primary offering of the Series 2020 Bonds to comply with paragraph (b)(5) of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934 (the “Rule”), the City will covenant and agree, for the benefit of the registered holders and beneficial owners from time to time of the outstanding Series 2020 Bonds, to provide annual reports of specified information and notice of the occurrence of certain events. A description of the undertaking will be set forth in the preliminary Official Statement.

Section 7. Defined Terms. Capitalized terms used in this Resolution but not otherwise defined shall have the respective meanings given such terms in the Original Resolution.

Section 8. Effective Date. This Resolution shall become effective immediately upon adoption by the City Commission.

Passed and adopted by the City Commission of the City of Great Falls, Montana, on this 18th day of February, 2020.

\_\_\_\_\_  
Bob Kelly, Mayor

Attest:

\_\_\_\_\_  
Lisa Kunz, City Clerk

APPROVED FOR LEGAL CONTENT:

\_\_\_\_\_  
Sara R. Sexe, City Attorney

**EXHIBIT A**

**AMENDMENT NO. 3 TO DEVELOPMENT AGREEMENT**

### AMENDMENT NO. 3 TO DEVELOPMENT AGREEMENT

THIS AMENDMENT NO. 3 TO DEVELOPMENT AGREEMENT is dated as of [\_\_\_\_\_], 2020 (this “**Amendment**”), between the CITY OF GREAT FALLS, a municipal corporation of the State of Montana (the “**City**”), and WEST BANK LLC, a Montana limited liability company (the “**Developer**”).

#### WITNESSETH:

WHEREAS, a DEVELOPMENT AGREEMENT dated as of August 2, 2016, as amended by Amendment No. 1 to Development Agreement dated as of October 2, 2018 and Amendment No. 2 to Development Agreement dated as of October 15, 2019 (collectively, the “**Development Agreement**”), was entered into by and between the City and the Developer; and

WHEREAS, the City and the Developer desire to make certain amendments to the Development Agreement, as more specifically stated herein; and

NOW THEREFORE, the City and the Developer, each in consideration of the representations, covenants and agreements of the other, as set forth herein, mutually represent, covenant and agree as follows:

#### Section 1. Amendment of Development Agreement.

1.1. Section 6 of Development Agreement. Section 6 of the Development Agreement is deleted in its entirety and replaced as follows:

“Section 6. [Reserved].”

#### Section 2. General Provisions.

2.1. No Additional Amendments. Except as set forth in Section 1 hereof, the terms and conditions of the Development Agreement shall otherwise remain unchanged with no additional amendment.

2.2. Execution Counterparts. This Amendment may be simultaneously executed in several counterparts, each of which will be an original and all of which will constitute one and the same instrument.

*[remainder of page left intentionally blank]*



WEST BANK LLC

\_\_\_\_\_  
Name:  
Title:

STATE OF MONTANA     )  
                                  : ss.  
COUNTY OF CASCADE    )

This instrument was acknowledged before me on \_\_\_\_\_ by  
\_\_\_\_\_ of West Bank LLC, on behalf of said limited liability company.

(Notarial Seal)

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Notary Public for the State of Montana  
Residing at \_\_\_\_\_, Montana  
My Commission Expires: \_\_\_\_\_





**Item:** Resolution 10333, A Resolution of the City of Great Falls regarding the adoption of an Energy Response Task Force.

**From:** Citizens for Clean Energy

**Initiated By:** Citizens for Clean Energy

**Presented By:** Citizens for Clean Energy

**Action Requested:** Adopt Resolution 10333.

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**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (adopt/not adopt) Resolution 10333.”

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

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**Summary:** Resolution 10333 establishes an ad hoc task force to evaluate the City’s energy use and resiliency and to propose a plan to improve energy conservation and emergency response to the effects of changing weather patterns in Great Falls. The task force will be formed upon securing an Energy Corps member to oversee the work of the task force, under the supervision of the designated City employee and will dissolve upon submission of its plan or on May 31, 2021, whichever is sooner.

**Background:** On Nov. 5, 2019, Ken Palisin, on behalf of Citizens for Clean Energy (CCE), addressed the City Commission in a work session and proposed a resolution to establish an Energy Conservation and Sustainability group to help the City of Great Falls move toward a cleaner energy future. The specific goal of the resolution was to increase the City’s use of the clean energy sources of solar and wind to 40 percent by the year 2025.

Commissioner Moe provided and discussed a handout that summarized how Bozeman, Missoula and Whitefish are promoting cost-effective energy and developing solutions for conservation and sustainability. The difference between these cities’ efforts and the one proposed by CCE, she noted, is that the other cities focus not just on green energy practices but also on resilience to harsh weather patterns. They began by conducting assessments to understand and communicate the community’s vulnerabilities with regard to energy conservation and resilience so they had a baseline of data to work from. Commissioner Houck added that she had hosted a meeting with CCE, which included several organizations currently active in these areas, and these groups expressed support with regard to moving forward with the proposed Resolution. Deputy City Manager Chuck Anderson summarized the efforts at conserving energy already under way by the City.

After considerable discussion, it was the consensus of the Commission that CCE should modify the proposal to include resilience issues. Commissioners Houck and Moe agreed to assist CCE with that process.

Since the November work session, several proponents of the resolution have become part of the Montana State University's Climate Smart Montana, a non-partisan, non-profit network of communities, organizations and schools sharing information and resources to better coordinate community-based climate solutions and resiliency efforts in Montana. Through that network, they have been able to study other Montana communities' initial resolutions and learn more about the resources provided by Energy Corps. An example of Red Lodge's achievements through the Energy Corps partnership is attached.

Based on these efforts, CCE has completed the modified resolution, which would establish a one-year task force to study what the City has done regard to energy conservation and emergency responsiveness, develop a proposal for future actions to be taken in both areas, and identify the partnerships and resources needed to implement the proposals.

**Fiscal Impact:** \$12,000 in matching funds for the Energy Corps member.

**Alternatives:** The City can continue its efforts to conserve energy and respond to weather –related emergencies without studying the issue and developing a concrete plan for maximizing its efforts in these areas.

**Attachments/Exhibits:**

Resolution 10333

Original Resolution from November 5, 2019 Work Session

Commissioner Moe Summary of Other Community's Efforts

Red Lodge City Council Update, May 28, 2019

**RESOLUTION NO. 10333**

**A RESOLUTION OF THE CITY OF GREAT FALLS REGARDING THE  
ADOPTION OF AN ENERGY RESPONSE TASK FORCE**

**WHEREAS**, the City of Great Falls' staff has already made significant efforts in shoring up infrastructure against future energy-related emergencies and wishes to accelerate these efforts; and

**WHEREAS**, the City of Great Falls recognizes changing weather patterns which have resulted in many more wildfires, more frequent flooding and other natural adverse events and emergencies; and

**WHEREAS**, the establishment of an Energy Response Task Force will also promote energy-related cost savings by establishing renewable energy alternatives.

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

**SECTION 1:** There is hereby established the Great Falls Energy Response Task Force (the "Task Force"), an ad hoc committee appointed by the City Commission, in coordination with an Energy Corps volunteer under the supervision of the City, as directed by the City Manager. The general purpose of the Task Force shall be to evaluate the City's energy use and resiliency and to propose a plan to improve energy conservation and emergency response to the effects of changing weather patterns in Great Falls. The plan will include a history of specific actions already taken by the City with regard to that dual purpose and propose future actions to be taken, and identify potential partnerships and resources needed to implement the plan.

**SECTION 2:** Members of the Task Force shall be appointed a term by the City Commission through its established committee appointment procedures. Task Force members shall receive no compensation. Expectations for attendance and conduct of individual members and the Task Force as a whole shall be the same as those for members of other committees appointed by the City Commission. The Task Force will be composed of individuals appointed by the City Commission from both the public and private sectors, representing both the City's and the citizen's interests regarding this resolution.

**SECTION 3:** The Task Force will consist of five (5) individuals who are residents of the City of Great Falls, and up to two (2) members of the City Commission, who as *ex officio* members shall neither make motions nor cast votes. An Energy Corps volunteer under the supervision of the City shall be the lead staff person for the Task Force.

**SECTION 4:** Pursuant to Montana's open meeting laws, all meetings of the Task Force shall be properly noticed at least 48 hours in advance of a meeting, include an agenda of topics/items to be discussed and allow for public comment on agenda items and for public comment that is within the jurisdiction of the Task Force, and appropriate Minutes of all meetings shall be kept and be available for inspection by the public.

**SECTION 5:** The Task Force members shall select a Chairperson, a Vice-Chairperson and

a Secretary from among its members. The Secretary shall be responsible for keeping all records of the Task Force and taking minutes of all meetings, and submitting them to the City Clerk. A majority of the membership, not to include ex officio members, shall constitute a quorum. The Task Force shall meet as often as necessary to accomplish its general purpose, as described in Section 1, but not less than once a month.

**SECTION 6:** Members of the Task Force shall comply with the Code of Ethics set forth in Mont. Code Ann. § Title 2, Chapter 2, and the Official Code of the City of Great Falls (OCCGF) § Title 2, Chapter 21.

**SECTION 7:** The Task Force shall begin its deliberations as soon as practical after its creation and shall meet with the goals of having a draft Action Plan available for public review and comment no later than March 31, 2021 and a final Action Plan and recommendation ready to present to the City Commission no later than May 31, 2021. The Task Force shall be disbanded and cease to exist as of June 1, 2021 or the date the City Commission implements the final Action Plan, whichever is sooner.

**SECTION 8:** This Resolution is contingent on the ability of the City to secure the services of an Energy Corps member to staff the work of the Great Falls Energy Response Task Force.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, this 18<sup>th</sup> day of February, 2020.

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Bob Kelly, Mayor

ATTEST:

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Darcy Dea, Deputy City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

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Joseph Cik, Assistant City Attorney

RESOLUTION OF THE CITY OF GREAT FALLS REGARDING AN INCREASE IN CLEAN ENERGY AND THE ESTABLISHMENT OF AN ENERGY CONSERVATION AND SUSTAINABILITY GROUP

WHEREAS, the City of Great Falls recognizes that changes in weather patterns have been and still are occurring, namely an increase in average annual temperatures, frequency of drought and wildfires and diminishing snowpack and, that reductions in temperature and atmospheric CO<sub>2</sub> levels are necessary to avert negative consequences of a changing climate; and

WHEREAS, climate and temperature changes pose a threat to the environment and the economic health and well-being of the citizens of Great Falls and the surrounding area, especially tourism and threats to agricultural production and vegetation; and

WHEREAS, weather projections warn of extreme weather events, earlier spring runoffs, decreased water volumes, failing aquifers and frequency of wildfires and,

WHEREAS, labor leaders, fossil fuel companies and some of the largest businesses have recognized that threats to the environment will prove harmful to the economy in the future and put in jeopardy the health, safety and well-being of future generations of citizens, and

WHEREAS, a “do nothing” or “no action” path may prove to be short-sighted and dangerous to the City of Great Falls and its citizens and businesses; and

WHEREAS, the City of Great Falls is located in Central Montana where there is an abundance of hydro, solar and wind sources which can enable the development of many new jobs in energy;

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

Section 1: The City of Great Falls and its Commissioners will work together to take actions resulting in a transition to cleaner energy for the security, prosperity and well-being of Great Falls citizens now and in the future.

Section 2: The City of Great Falls and its Commissioners will continue current conservation actions and develop new projects for energy sustainability that will result in a cleaner, healthier and prosperous environment for its citizens.

Section 3: The City of Great Falls and its Commissioners will establish an Energy Conservation and Sustainability group to assist the City of Great Falls. This citizens group will help to move towards a cleaner energy future including a more balanced energy portfolio called "40 X 25." This represents an increase in clean energy sources of solar and wind to 40 percent by the year 2025.

THIS RESOLUTION PASSED AND EFFECTIVE BY THE COMMISSION OF THE CITY OF GREAT FALLS, MONTANA THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2019

ATTEST: City Clerk

Mayor

## **What Other Montana Cities Are Doing** *Summary by Commissioner Moe of MLCT Panel Powerpoint*

### **Bozeman - Office of Sustainability** (p. 9ff. of powerpoint)

- Energy efficiency & conservation (and ROI) in buildings
- Climate resiliency (adapting to and mitigating current and future impacts)
- Distributed and centralized clean, renewable energy
- Alternative fuels and transportation modes

#### Concrete Steps

- Analysis of Bozeman greenhouse gas emissions
- Making the case for energy changes and return on investment
- Comprehensive energy audit
- LED installations on streets and garage
- Cash incentives, recognition and support for commercial conservation initiatives
- Pedestrian-oriented designs for streets, trees, density, commercial “nodes”
- Climate vulnerability assessment & resilience strategy to enhance preparedness

### **Missoula Mitigation Policies/Plans and Examples** (p. 19 of powerpoint)

#### Municipal Conservation & Climate Action Plan (Adopted by City Council 2013)

*Goal: Carbon Neutrality for City operations by 2025*

*Examples: Park Place Downtown Parking Structure; Wastewater Treatment Plant Biogas Co-generation*

#### Missoula Community Climate Smart Action Plan (Not officially adopted, but Mayor endorsed)

*Goal: Carbon Neutrality for the community by 2050*

*Examples: Green Blocks; Solarize; Solar Schools pilot; Park Place Downtown EV charging stations*

#### ZERO by FIFTY: Missoula's Pathway to Zero Waste (Adopted by City Council 2018)

*Goal: Reduce what the Missoula community sends to the landfill 90% by 2050*

*Examples: City of Missoula Purchasing Eko Compost; MDA/Downtown Tonight/Out to Lunch/River City Roots Zero; Waste/Western Montana Fair events; Logjam partnership; Recycling Works Glass; Recycling partnership; ZERO by FIFTY Community Series*

#### 100% Clean Electricity Resolution and Initiative (Adopted May 2019)

#### Climate Change Resiliency Plan

Vulnerability Assessment (completed May 2019), Draft Resiliency Plan (TBC Dec. 2019)

### **Whitefish** (p. 20 of powerpoint)

Scope: Reduce emissions, understand impacts and prepare for them, build local resilience

Approach: Tell personal stories, celebrate successes, bring the science home

Partners: City, schools, Climate Smart Glacier Country, Energy Corps (NCAT)

Prongs: Projections & impacts, buildings and energy, consumption and waste, water & wastewater, forests and watersheds, transportation and land use

### **Common Themes**

- Focus on both green energy practices and climate change resilience (emergency preparedness)
- Conduct audits/assessments to understand and communicate the problems
- Establish and work through partnerships
- Broaden sustainability concept to include water and wastewater, recycling (Missoula, Whitefish)

### **Current Sustainability Themes in Great Falls**

- Clean water (NC 4,5 resolution on Madison Food Park)
- Responsible waste disposal (Council of Councils)
- Sustainability Plan from Citizens for Clean Energy & Climate Resiliency

## City Council Update

May 28, 2019

## Cost-Savings

Project Location	Pre-EnergyCorps Cost (2016)	2017 Savings	2018 Savings	Jan - May 2019 Savings	Total Savings
City Hall and Police Station	\$ 6,318.26	\$ 334.00	\$ 558.00	\$ 682.29	\$ 1,574.29
Public Works Shop	\$ 6,387.29	na	\$ 132.00	\$ 438.06	\$ 570.06
14 Decorative Street Lights	\$ 1,701.63	\$1,195.09	\$ 1,181.96	\$ 603.53	\$ 2,980.58
Lions Park Ice Rink Lights	\$ 614.69	na	na	\$ 62.68	\$ 62.68
<b>Total</b>					<b>\$ 5,187.61</b>

## Cost-Savings & EnergyCorps Valuation

Project	Grants, Rebates and Donations
Solarize Campaign	\$ 4,350.00
Library Solar Panels	\$ 28,000.00
WWTP VFD Rebate	\$ 5,000.00
Grant Well VFD Rebate	\$ 2,500.00
Lions Park Lights	\$ 14,063.00
EV Charging Stations	\$ 15,130.00
CH, PW & PS Retrofit Rebate	\$ 5,309.00
<b>Total</b>	<b>\$ 74,352.00</b>

## Cost-Savings & EnergyCorps Valuation

Total EnergyCorps Value	
Grants, Rebates and Donations for Projects	\$ 74,352.00
Documented Project Energy Savings	\$ 5,187.61
<b>Total</b>	<b>\$ 79,539.61</b>

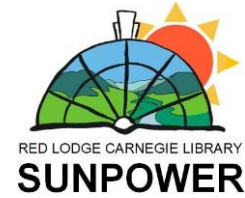


## City Facility Upgrades

- Programmable Thermostat - 2019
- Occupancy Sensors - 2019
- Lions Park LED Retrofit - 2019
- Window Replacements - 2018
- Attic Insulation - 2018
- LED Building Retrofit - 2017
- LED Streetlight Retrofit - 2016



## Library SunPower



- Awarded USB Grant from NorthWestern Energy for \$24,377
- Successfully fundraised the remaining 10% of project costs, \$3,000
- Install to take place this summer
- Projected yearly production - 14,075 kwh
- Projected yearly electric savings - \$1,773

## Water Bottle Filling Station

- Assisting the Rotary Youth Leadership Awardees fundraiser for the Water Bottle Filling Station at Pride Park
- Currently have raised \$10,014
- Grants pending for the remaining \$18,974



## SolSmart



- Designated a Silver SolSmart community by the US Department of Energy
- SolSmart is a nationwide program designed to decrease the soft-costs of solar installations and help City officials understand how their code and zoning relates to solar energy
- 4th SolSmart Community in Montana

## LED Retrofit on 24 Decorative Streetlights

- The 24 Decorative Streetlights on Broadway account for 17% of our total streetlight electric bill and cost us \$7,986 annually
- We've been asking NorthWestern Energy to retrofit them to LED since 2015
- NWE has now agreed to do the lights as a "Pilot Project" and is in the process of purchasing LED bulbs to install this summer
- Projected yearly savings - \$2,078



## Solarize 59068



- Solarize 59068 is a community campaign designed to decrease the cost of solar, educate the public, and take the guesswork out of the process
- Campaign goes from April 3rd until August 23rd
- Cost savings to participants is 18%
- 67 Site Assessments and 6 Contracts signed thus far!
- Info at [www.solarizedlodge.com](http://www.solarizedlodge.com)

## Additional Duties

- Red Lodge High School Green Team Co-Advisor
- Recycle Red Lodge Board Member
- Carbon County Resource Council Representative
- Electric and Gas Monitoring Sheets
- Implementation of the Energy Conservation Plan
- Expanded LED Building Retrofit
- Earth Day
- Yard Waste Composting
- Community Bike Share
- City Sustainability Website upkeep

EnergyCorps Host  
Site Application  
2019-2020



**Item:** Ordinance 3211, “An Ordinance Amending Title 17 of the Official Code of the City of Great Falls (OCCGF): Reserving Chapters 41 through 43; and, repealing and replacing Chapter 44 Pertaining to Landscaping.”

**From:** Planning and Community Development Department

**Initiated By:** Planning & Community Development/Legal Departments

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

**Action Requested:** City Commission accept Ordinance 3211 on first reading and set a public hearing for March 17, 2020.

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**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (accept/not accept) Ordinance 3211 on first reading and (set/not set) a public hearing for March 17, 2020.”

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

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**Staff Recommendation:** At the conclusion of a hearing held on January 28, 2020, the Planning Advisory Board recommended that the City Commission adopt Ordinance 3211, reserving Chapters 41 through 43 and repealing and replacing Chapter 44 pertaining to the City’s Landscaping Code. Staff recommends that the City Commission accept Ordinance 3211 on first reading and set a public hearing for March 17, 2020.

**Summary:** First adopted in 2005 as the City’s first comprehensive compilation of code provisions relating to development, Title 17 to the Official Code of the City of Great Falls (OCCGF) has been modified a number of times to keep the Code relevant. Members of the City Commission and Staff have examined numerous sections of the OCCGF and have identified various types of revisions throughout different chapters of the Code. These deficiencies range from typographical errors, needed content updates, and conflicts with State and Federal law.

As part of the current comprehensive review of the City’s development process, Title 17, referred to as the “Land Development Code,” is the largest and most complex of all OCCGF Titles. In 2019, the City Commission asked Staff to look at the Code to see if there were opportunities for streamlining and improvements to provide better service and flexibility for the development community.

In late 2019, Staff undertook a review of two Chapters of the Land Development Code: Chapter 36 Parking and Chapter 44 Landscaping. Based on this review, input from focus groups, and comparison with codes from other similar communities, Staff has recommended revisions to both Chapters. These changes were brought forth to the City Commission at a Work Session on December 3, 2019 for Parking and January 7, 2020 for Landscaping. Staff presented a summary of the changes to each Chapter at a community Town Hall meeting that was held on January 8, 2020. The revisions to the Parking Chapter are scheduled for a City Commission public hearing on March 3.

### **Ordinance 3211: Repealing and Replacing Chapter 44**

As Staff has reviewed projects over the past few years, issues related to certain provisions in the Landscaping Chapter have been identified. These issues were not only identified during plan review, but through discussions with the Design Review Board and through requests for Design Waivers submitted by applicants.

An overview of all proposed code changes is provided for City Commission review in the chart attached to this agenda report. This agenda report highlights the most significant code revisions.

**Code Reorganization:** The first substantive change is the reorganization of Chapter 44. Previously, the chapter was separated by the type of requirements and organized based on the types of buildings. The proposed chapter is now organized by land use types, and all of the requirements for the particular land use are laid out in one section. This revision will allow the public, developers, and consultants to easily identify all code requirements for a particular development project. Another key reorganization change is that Multi-family and Industrial landscaping requirements are now combined with Commercial landscaping requirements. Additionally, sections of the Code that are covered in other Titles or no longer needed have been removed.

**Single-Family and Two-Family Landscaping:** The second substantive change is the revision to single-family and two-family landscaping requirements. Currently, the code reads as follows:

1. A canopy tree or evergreen tree shall be planted and maintained for each one thousand five hundred (1,500) square feet of net lot area. Up to two (2) shade trees located in the boulevard area may be applied to this requirement, provided that at least one (1) canopy tree or evergreen tree shall be planted within the interior.
2. Turf grass or ground cover plants shall cover at least fifty (50) percent of the net lot area.

Staff has determined that the requirement for the interior trees was asking too much from the homeowner and was difficult for Staff to inspect. Therefore, Staff proposes that the requirement be reduced to one interior tree for single-family and two-family building lots.

**Code Reductions and Design Flexibility:** Another substantive change that will affect several requirements of the landscape code and address concerns from the development community, are proposed revisions to provide design flexibility. This will be done in several ways including the reduction of non-residential boulevard tree requirements and planting rates.

Currently, for non-residential developments, a boulevard tree is required to be planted every thirty-five (35) lineal feet. This does not take into account driveways and sidewalks which can reduce the amount of space to plant trees and make it very difficult to meet the requirements without planting trees very close together. This can affect the health of the tree and does not provide a boulevard that the Code

envisioned. Therefore, Staff proposes that the requirement be reduced to one tree per fifty (50) lineal feet of street frontage not encumbered by driveways, sidewalks, or other approved hard surfaces.

Additionally, when Staff evaluated the planting rates that currently exist in the Code, several concerns were identified including:

1. Fitting all the required plants on project sites; and
2. Whether the rates work for sites of different sizes and what flexibility could be added.

As a result, Staff proposes that the rate of plantings be categorized by property size. The proposal is to create different requirements for sites under two (2) acres as well as projects two (2) acres and larger. Concerns arise with large sites based on the amount of plants that are required as well as leaving open space for possible building expansion. Having separate requirements based on project size will alleviate these concerns.

For sites under two (2) acres the existing and proposed rates are as follows:

1. Existing Planting Rate: 1 Tree and 7 Shrubs for every 400 square feet of required landscaping; and
2. Proposed Planting Rate: 1 Tree and **4 Shrubs** for every 400 square feet of required landscaping.

The chart below shows an example of how this reduction would affect a site that is a third of an acre.

1/3 Acre Site						
Gross Lot Area	14,505					2,176 square feet of interior landscaping
<b>TREES</b>						
Existing Code	2,176	<i>divided by</i>	400	5.44	<b>6 trees</b>	
Proposed Code amendment	2,176	<i>divided by</i>	400	5.44	<b>5 trees</b>	17% reduction
<b>SHRUBS</b>						
Existing Code equivalent	2,176	<i>divided by</i>	400	5.44		
	5.44	<i>multiplied by</i>	7	38.08	<b>39 shrubs</b>	
Proposed Code amendment	2,176	<i>divided by</i>	400	5.44		
	5.44	<i>multiplied by</i>	4	21.76	<b>22 shrubs</b>	43% reduction

Staff has additionally proposed that conventional rounding be used instead of always rounding up. This would actually reduce the amount of trees in the example noted above, and the reduction to the shrub count would give a project this size a 43% reduction on plant counts. This will result in planting beds not being over planted, crowded, and the minimum requirements easier to accomplish.

For sites two (2) acres and larger the existing and proposed rates are as follows:

1. Existing Planting Rate: 1 Tree and 7 Shrubs for every 400 square feet of required landscaping; and
2. Proposed Planting Rate: 1 Tree and **4 Shrubs** for every **500** square feet of required landscaping.

The chart below shows an example of how this reduction would affect a site that is two acres.

2 Acre Site						
Gross Lot Area	87,120					13,038 square feet of interior landscaping
<b>TREES</b>						
Existing Code	13,068	<i>divided by</i>	400	32.67	<b>33 trees</b>	
Proposed Code amendment	13,068	<i>divided by</i>	500	26.14	<b>26 trees</b>	21% reduction
<b>SHRUBS</b>						
Existing Code	13,068	<i>divided by</i>	400	32.67		
	32.67	<i>multiplied by</i>	7	228.69	<b>229 shrubs</b>	
Proposed Code amendment	13,068	<i>divided by</i>	500	26.14		
	26.14	<i>multiplied by</i>	4	104.544	<b>105 shrubs</b>	54% reduction

The proposed changes would give a 21% reduction to the tree count and a 54% reduction to the shrub count. This will ultimately provide more flexibility in the placement of plants which could result in more turf area and also leave more area for building expansion on larger sites.

In addition to the reduction in the planting rates, Staff has proposed code changes to allow ornamental grasses and perennials instead of shrubs. Additionally, staff is proposing substitution options for the use of large boulders and sculptures in the landscape. The following are the proposed changes to the code:

1. Two (2) perennials or one (1) ornamental grass can substitute for one (1) shrub. Maximum of 30% of total required shrubs;
2. Nine (9) cubic feet of sculpture integrated into the landscaping can substitute for one (1) shrub. Maximum of 10% of total required shrubs; and
3. Each two (2) feet boulder or larger integrated into the landscaping can substitute for one (1) shrub. Maximum of 10% of total required shrubs

Finally, as mentioned previously, Multi-family residential land uses will now have the same requirements as a commercial land use. The previous requirements of having one (1) tree be planted every 1,500 square feet as well as needing 50 percent of the net lot area being landscaped made it quite a challenge to meet the requirements, especially for large apartment complexes.

### Revisions to Ordinance 3211 Based on Public Comment

At the conclusion of the scheduled meeting on January 14, 2020, the Planning Advisory Board passed a motion to table the recommendation to the City Commission on Ordinance 3211 and Ordinance 3212. This motion was based on public comment taken at the meeting. Several questions were brought up to the Board addressing the following topics:

1. Whether the code requirements for landscaping would negatively affect development potential in the downtown;
2. Whether the requirements would impact homeowners modifying landscaping in their yards; and
3. Whether certain code provisions were defined well enough.

In response, Staff reviewed each comment and developed revisions to address the particular concern raised. These changes were presented to the Planning Advisory Board at their January 28th hearing. The Planning Advisory Board accepted the changes which have been incorporated into the Ordinance submitted to the City Commission.

Ordinance 3211 will reserve Chapters 41 through 43 and repeal and replace Chapter 44. Ordinance 3211 Exhibit "A" is a document illustrating the provisions that will replace the current OCCGF Title 17 Chapter 44 with added language in **bold** and deleted language in ~~striketrough~~. Exhibit "B", attached to this agenda report, illustrates the proposed Code in clean format. A summary table has also been provided for reference to show and clearly explain the more substantive changes.

**Alternatives:** The City Commission could deny acceptance of Ordinance 3211 on first reading and not set the public hearing.

**Concurrences:** The proposed changes to Chapter 44 Landscaping of Title 17 have been reviewed and approved by affected City departments.

**Attachments/Exhibits:**

- Ordinance 3211
- Ordinance 3211 Exhibit A
- Ordinance 3211 Exhibit B
- Summary Chart of Code Changes to the Chapter

**ORDINANCE 3211**

**AN ORDINANCE AMENDING TITLE 17 OF THE OFFICIAL CODE OF THE CITY OF GREAT FALLS (OCCGF): RESERVING CHAPTERS 41 THROUGH 43; AND, REPEALING AND REPLACING CHAPTER 44 PERTAINING TO LANDSCAPING.**

\* \* \* \* \*

**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 wishes to establish and reserve Chapters 41 through 43 of OCCGF Title 17; and

**WHEREAS**, the City Commission has recognized deficiencies throughout OCCGF Title 17, Chapter 44, including but not limited to, typographical, grammatical, formatting, and referencing deficiencies; and

**WHEREAS**, the City Commission wishes to cure the deficiencies and make substantive amendments to OCCGF Title 17, Chapter 44, as well as to establish consistency within the OCCGF and, where applicable, the Montana Code Annotated; and

**WHEREAS**, at its regularly scheduled January 28, 2020, meeting, the Great Falls Planning Advisory Board voted to recommend that the City Commission adopt Ordinance 3211.

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

**Section 1.** OCCGF Title 17, Chapters 41-43 are hereby established and reserved;

**Section 2.** OCCGF Title 17, Chapter 44 is hereby repealed and replaced as depicted in Exhibit "A" attached hereto and by reference incorporated herein, with deleted language identified by ~~strike through~~ and inserted language **bolded**; and

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



ACCEPTED by the City Commission of the City of Great Falls, Montana on first reading February 18, 2020.

ADOPTED by the City Commission of the City of Great Falls, Montana on second reading March 17, 2020.

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Bob Kelly, Mayor

ATTEST:

(CITY SEAL)

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Darcy Dea, Deputy City Clerk

APPROVED FOR LEGAL CONTENT:

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Sara R. Sexe, City Attorney

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

I, Darcy Dea, Deputy 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 3211 on the Great Falls Civic Center posting board and the Great Falls City website.

---

Darcy Dea, Deputy City Clerk

(CITY SEAL)

Exhibit "A"

Title 17 - LAND DEVELOPMENT CODE

Chapter 44 LANDSCAPING

**Chapter 41 RESERVED**

**Chapter 42 RESERVED**

**Chapter 43 RESERVED**

**Chapter 44 LANDSCAPING**

**Articles:**

Article 1 - GENERAL PROVISIONS

Article 2 - ~~BOULEVARD AREAS AND STREET MEDIANS~~

Article 3 - ~~DESIGN STANDARDS FOR COMMERCIAL, INSTITUTIONAL AND CIVIC USE BUILDINGS~~

Article 4 - ~~DESIGN STANDARDS FOR INDUSTRIAL BUILDINGS~~

Article 5 - ~~DESIGN STANDARDS FOR SINGLE FAMILY, DUPLEX AND MULTIFAMILY DWELLINGS~~  
**RESIDENTIAL LAND USES**

**Article 3 - DESIGN STANDARDS FOR ALL OTHER LAND USES**

**Article 1 GENERAL PROVISIONS**

**Sections:**

~~17.44.1.010 Legislative findings.~~

~~17.44.1.020 Purpose.~~

~~17.44.1.030 Installation and maintenance.~~

~~17.44.1.040 Specifications for landscaping materials.~~

~~17.44.1.050 Retaining wall standards.~~

~~17.44.1.060 Calculations.~~

**17.44.1.010 Legislative findings.**

**17.44.1.020 Purpose.**

**17.44.1.030 Applicability.**

**17.44.1.040 Installation and maintenance.**

**17.44.1.050 Specifications for landscaping materials.**

Exhibit "A"

Title 17 - LAND DEVELOPMENT CODE

Chapter 44 LANDSCAPING

**17.44.1.060 Calculations.**

**17.44.1.010 Legislative findings.**

The City Commission makes the following findings:

- ~~1.—~~**A.** A healthy environment is an indication of a healthy community-;
- ~~2.—~~Landscaping is a means of making City living more pleasant.
- ~~3.—~~**B.** Landscaping helps to maintain and increase property values-;
- ~~4.—~~**C.** Trees and landscaping provide lasting social, economic, environmental, and aesthetic benefits to the community-;
- ~~5.—~~**D.** Flexible standards allow alternative design options that may better fit the needs of the landowner and that may be needed to address unique site characteristics-; **and**
- ~~6.—~~**E.** Landscaped buffers are needed between parcels of incompatible land uses, and as the degree of incompatibility increases, the amount of buffering (width and landscaping) should increase, ~~and vice versa.~~

**17.44.1.020 Purpose.**

This ~~chapter~~ **Chapter** is established to promote the public health, safety, and welfare and is intended to accomplish the following purposes:

- ~~1.—~~Make the City more attractive and aesthetically pleasing.
- ~~2.—~~**A.** Provide flexible standards where possible, rather than rigid requirements-;
- ~~3.—~~**B.** Promote and improve public health and safety through the abatement of noise, glare of lights, dust, and air pollution-;
- ~~4.—~~**C.** Improve the aesthetic appearance of the built environment-;
- ~~5.—~~**D.** Ensure that land uses of different intensity have sufficient buffering between them to minimize negative effects-;
- ~~6.—~~**E.** Create beautiful tree-lined streetscapes-;
- ~~7.—~~**F.** Promote economic development by providing a high quality of life-;
- ~~8.—~~**G.** Enhance ambient environmental conditions by providing shade, air purification, oxygen regeneration, groundwater recharge, storm water runoff ~~retardation~~ **mitigation**, and ~~noise, glare and~~ heat abatement-; **and**
- ~~9.—~~**H.** Encourage the preservation, expansion, protection, and proper maintenance of the community forest.

Exhibit "A"

Title 17 - LAND DEVELOPMENT CODE

Chapter 44 LANDSCAPING

**17.44.1.030 ~~Installation and maintenance~~ Applicability.**

The landscaping requirements set forth in Articles 2 and 3 apply to:

- A. **New buildings constructed after the effective date of this Chapter;**
- B. **All buildings being increased in size by at least twenty (20) percent;**
- C. **All buildings undergoing a substantial improvement;**
- D. **New vehicular use areas or vehicular use areas undergoing replacement of at least fifty percent (50%) of the pavement area, this does not apply to:**
  - 1. **Overlay;**
  - 2. **Restriping; and**
  - 3. **Seal coat.**
- E. **An expansion of a vehicular use area by twenty (20) percent or more, if it equates to five (5) or more additional parking spaces; and**
- F. **All existing properties may not be altered to cause or increase noncompliance with the provisions of this Chapter.**

**17.44.1.040 Installation and maintenance.**

- A. **Standards. All landscaping shall be installed with standard practices in accordance with the American National Standard Institute (ANSI) A300 and shall be live vegetation.**
- B. **Landscaping and certificate of occupancy.** Prior to the issuance of a certificate of occupancy, all landscaping required in this ~~chapter~~ **Chapter** shall be installed or **the following must be completed:**
  - 1. **For all uses except single-family and two-family residential land uses,** an improvement guarantee shall be filed and accepted by the City consistent with Chapter 68 of this Title. ~~Interior landscaping for single-family dwellings shall be installed within one (1) year from the date of the certificate of occupancy.~~
  - 2. **B.—For single-family and two-family residential land uses, landscaping shall be installed within one (1) year from the date of the certificate of occupancy in association with the completion of a Landscape and screening Letter of Commitment on file in the Planning and Community Development Department.**
- C. **Landscape maintenance and replacement.** The property owner shall:
  - 1.— **Maintain landscaping in good condition so as to present a healthy, neat, and orderly appearance free from refuse, weeds, and debris in accordance with the landscaping plan as originally approved;**
  - 2.— **Replace ~~plant materials~~ within six (6) months plant materials that have died or have otherwise been damaged or removed;**

Exhibit "A"

Title 17 - LAND DEVELOPMENT CODE

Chapter 44 LANDSCAPING

3.— Maintain all non-~~live~~**living** landscaping materials-; **and**

(~~Ord. 2950, 2007~~)

~~C.—~~ 4. **The owner responsible for the maintenance of all**—All landscaping shall be installed in accordance with "Arboricultural Standards and Specifications" and

**D. Boulevards. Any property owner wishing to construct a principal building on a vacant lot shall be live-vegetation-responsible for installing and maintaining the boulevard landscaping consistent with this Article.**

1. **Removal of a boulevard tree shall be consistent with OCCGF Title 12, Chapter 15.**

2. **Trees shall be pruned to provide vertical clearance of eight (8) feet over sidewalks and fourteen (14) feet over streets.**

3. **Trees required in the boulevard areas shall be selected from the list of "Trees for Boulevard Areas in Great Falls" on file in the Planning and Community Development Department.**

4. **Mulch must be contained so as not to spill into the street and/or onto the sidewalk. Property owners are required to remove any spillage. ~~D-~~**

5. **Existing significant boulevard trees that are alive and in healthy condition shall be preserved unless approval is given pursuant to OCCGF Title 12, Chapter 15.**

**E. Street Medians. When a median is incorporated into a subdivision, the developer shall be responsible for installing the landscaping as part of the project and a homeowners' association shall be responsible for perpetual maintenance, or the City, at its discretion, may accept responsibility. Designs shall be approved by the City.**

**F. Mature tree credit. Mature coverage of existing canopy trees will be computed and applied directly to the required landscaping— as follows:**

~~E.— **General maintenance and appearance.** Landscaping shall be maintained in good condition so as to present a healthy, neat and orderly appearance, free from refuse, weeds and debris.~~

~~F.— **Joint maintenance responsibility.**~~

1. **Every existing mature tree of at least six (6) inches of diameter will be applied as the equivalent of two (2) required interior trees.**

2. ~~The owner, tenant or agent, if any, shall be jointly responsible for diameter of the maintenance of all landscaping.~~

~~G.— **Tree protection and replacement.** Existing significant trees that are alive and in healthy condition shall be preserved—mature tree will be measured pursuant to the extent reasonably feasible during development or redevelopment, and may help satisfy the landscaping requirements of this chapter. Such trees shall be considered "protected" trees within the meaning of this chapter subject to the exceptions contained in item 3. below. Streets, buildings and lot layouts shall be designed to minimize the disturbance to existing significant trees. All required landscape plans shall accurately identify the locations, species, size and condition~~

Exhibit "A"

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Chapter 44 LANDSCAPING

of all existing significant trees, each labeled showing the applicant's intent to either remove, transplant or protect. Where it is not feasible to protect and retain existing

Article.

- 1. ~~All existing street trees that are located on City rights-of-way abutting the development or redevelopment shall be accurately identified by species, size, location and condition on required landscape plans, and shall be preserved and protected in accordance with the City of Great Falls, "Arboricultural Standards and Specifications." Unauthorized removal or destruction of such trees shall require the following:
 
  - a. ~~Payment to the City of Great Falls of the value of the trees removed or damaged. The party responsible for the removal or destruction shall select either the City Forester or a qualified landscape appraiser to determine such loss based upon an appraisal of the tree to be removed by using the most recent published methods established by the Council of Tree and Landscape Appraisers; or,~~
  - b. ~~Replacement of lost or damaged trees, as directed by the City, with a sum of total trunk diameters equal to one hundred (100) percent of the trunk diameters of the trees removed. Replacement shall conform to the requirements in Article 2 to this chapter.~~~~
- 2. ~~Replacement trees shall meet the following minimum size requirements:
 
  - a. ~~Canopy Shade Trees~~  
~~2.0" caliper balled and burlap or equivalent~~
  - b. ~~Ornamental Trees~~  
~~2.0" caliper balled and burlap or equivalent~~
  - c. ~~Evergreen Trees~~  
~~6' height balled and burlap or equivalent~~~~
- 3. ~~Trees that meet one (1) or more of the following removal criteria shall be exempt from the requirements of this subsection.
 
  - a. ~~Dead, dying or naturally fallen trees, or trees found to be a threat to public health, safety or welfare;~~
  - b. ~~Trees that are determined by the City to substantially obstruct clear visibility at driveways and intersections;~~
  - c. ~~Tree species that constitute a nuisance to the public such as cotton-bearing cottonwood, Siberian Elm and Russian Olive. However, native cotton-bearing cottonwood trees, when located in a natural area buffer zone or riparian area, are not nuisance tree species.~~~~

(Ord. 2950, 2007)

- 3. **Health and placement of the mature tree will be taken into consideration by the City when applying the mature tree credit.**

**17.44.1.049050 Specifications for landscaping materials.**

- A.— **Generally. All plant materials shall be installed pursuant to the minimum requirements as provided by this Chapter.** All plant material shall be healthy, vigorous, and free of disease and insects. Plant material shall conform to the specifications of the American Association of Nurserymen (AAN) for **Grade No. 1-grade.**

Exhibit "A"

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Chapter 44 LANDSCAPING

- B.— **Trees.** Trees shall meet the following standards:
- 1.— ~~Shade~~ **Boulevard** trees shall be at least one and one-half (1½) inches trunk caliper, measured ~~one (1) foot above~~ **six (6) inches from the ground-soil line or root flare; and**
  - 2.— ~~Ornamental~~ **Interior deciduous** trees shall be at least one and one-quarter (1¼) inches trunk caliper measured ~~one (1) foot above~~ **six (6) inches from the ground-soil line or root flare**; and 3., ~~and Evergreen~~ **interior evergreen** trees shall have a minimum planting height of five (5) feet.
- C.— **Shrubs.** Shrubs shall be at least two-gallon container-grown material or ~~of equivalent size if bare-root.~~ **of eighteen (18) inches of height or greater.**
- D.—~~Groundcover.~~ ~~Groundcover~~ **Perennials. Perennials** shall be at least one-gallon container-grown material or of equivalent size if bare-root.
- E.— **Turf.** Turf areas may be sodded or seeded. In areas subject to erosion, sod shall be used. Sod shall be commercially grown and clean and free of weeds, noxious pests, and diseases. **If seeded, temporary watering is required, and a vegetative cover shall be established with a density of at least 70% of the seeded area in order for a certificate of occupancy to be issued.**
- F.—~~Mulch.~~ **Mulch. Acceptable mulches include organic materials (wood chips and shredded bark), and inert inorganic materials (decomposed granite, cobble and gravel).** Where mulch is used as a ground treatment, it shall be applied to a depth of ~~four~~ **three (3) inches.** A suitable landscape fabric shall be placed between the soil and mulch to impede weed growth **for inert organic materials.**

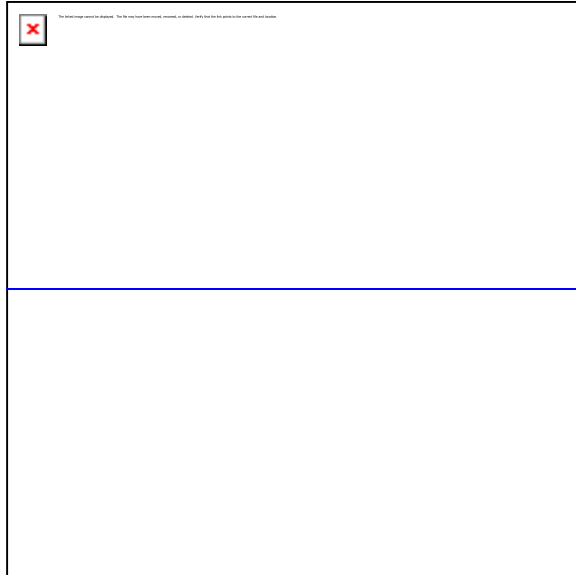
Exhibit "A"

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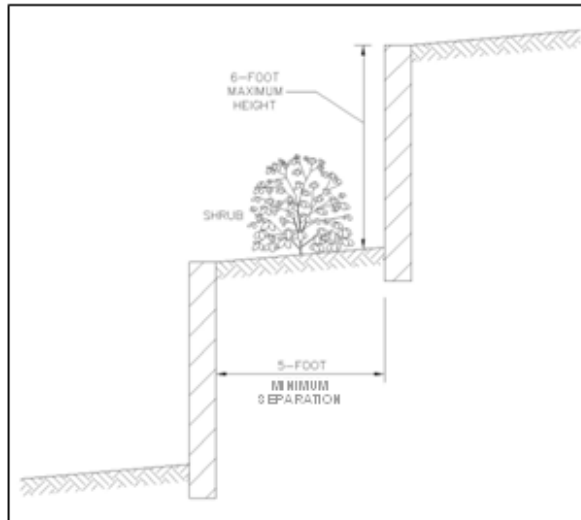
Chapter 44 LANDSCAPING

**G.— Lawn edging.** ~~recommended-required~~ **Lawn edging shall be installed around all shrub beds except for single-family and two-family land uses.** Acceptable lawn edging ~~is~~ **includes** steel, aluminum, polyethylene, and concrete curbing.

**17.44.1.050 — Retaining wall standards.**



**Exhibit 44-1. Dimensional standards for retaining walls**



Retaining walls shall not be taller than six (6) feet. A series of more or less parallel retaining walls may be used provided there is at least a five-foot horizontal separation between the two (2) walls and the area is landscaped with shrubs at a rate of at least ten (10) shrubs per one hundred (100) feet (Exhibit 44-1).

(Ord. 2950, 2007)

**17.44.1.060 Calculations.**

When a calculation is used to determine the number of required trees, or the like, and results in a fraction, the requirement shall be ~~considered the whole number (rounded up)~~ **to the nearest whole number.**

**Article 2 BOULEVARD AREAS DESIGN STANDARDS FOR SINGLE-FAMILY AND STREET MEDIUM TWO-FAMILY RESIDENCE LAND USES**

**Sections:**

~~17.44.2.010 General provisions.~~

~~17.44.2.020 Responsibility for installation of street trees.~~

~~17.44.2.030 Landscaping for street medians.~~



Exhibit "A"

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~~17.44.2.040 Landscaping for boulevard areas.~~

~~17.44.2.010 Boulevards.~~

~~17.44.2.020 Landscaping requirements.~~

~~17.44.2.010 — General provisions.~~

~~A. — Permit required. A permit is required to:~~

- ~~1. — plant trees in the boulevard area~~
- ~~2. — remove or prune existing trees in the boulevard area~~

~~B. — Vertical clearance.~~

~~C. — Supplemental uses. Street medians and boulevard areas may contain sidewalks, utility installations, signs, benches, and other structures installed by a public agency.~~

~~D. — Tree selection. Trees required in this article shall be selected from the list contained in Appendix B.~~

~~E. — Required removal. Any landscaping in the boulevard area or street median that impedes pedestrian travel or is deemed detrimental to public safety shall be removed immediately by the property owner or agent upon written notification by the City.~~

~~F. — Mulch.~~

~~17.44.2.020 — Responsibility for installation of street trees.~~

~~The property owner wishing to construct a principal building on a vacant lot shall be responsible for installing the street trees consistent with this article.~~

~~17.44.2.030 — Landscaping for street medians.~~

~~A. — Applicability. When a median is incorporated into a subdivision, the provisions of this section apply.~~

~~B. — Installation and maintenance responsibility. The developer shall be responsible for installing the landscaping as part of the project and a homeowners association shall be responsible for perpetual maintenance or the City, at its discretion, may accept responsibility.~~

~~C. — Number of trees required. At least two (2) ornamental trees or one (1) for each twenty-five (25) feet of length of the median, whichever is more, shall be planted and maintained within the median. By way of example, a median four hundred forty (440) feet long will require eighteen (18) ornamental trees and a forty-foot median requires two (2) trees.~~

~~D. — Placement of trees. Ornamental trees shall be planted at least three (3) feet from any curb or other pavement.~~

~~E. — Spacing of trees. Trees shall be spaced more or less evenly along the length of the median taking into account the location of light poles, fire hydrants, and the like and the mature canopy width of existing trees and those being planted.~~

~~F. — Shrubs, flowers and turf grass. Shrubs, ground cover, and flower beds may be planted in the median to supplement the trees. Turf grass shall be installed within the median except in those areas occupied planting beds for shrubs, ground cover, and/or flowers.~~

Title 17 - LAND DEVELOPMENT CODE

Chapter 44 LANDSCAPING

~~17.44.2.040 Landscaping for boulevard areas.~~

~~A. **Responsibility.** The property owner shall maintain landscaping within the boulevard area not occupied by roadways, curb and gutter, driveways, sidewalks, or crosswalks according to the standards in this article.~~

~~B. **Boulevards in residential areas.** in residential areas shall conform to the following standards:~~

**17.44.2.010 Boulevards.**

- ~~1. A.~~ Boulevards shall contain ~~grass sod~~ and trees (with **three (3) foot diameter** organic mulched reservoirs) and may include shrubs, ~~flowers~~ **perennials**, and/or ornamental plants (~~with organic mulched reservoirs within a landscaping bed~~).
- ~~2. B.~~ **Materials and vegetation prohibited in a residential boulevard include, but are not limited to, the following:**
  - 1. Artificial vegetation including, but not limited to, trees, shrubs, perennials, and grass;**
  - 2. All non-living material except as specifically allowed by this Chapter;**
  - 3. Fences and/or walls (unless approved via a Boulevard Encroachment Permit by the City Engineer);**
  - 4. Gravel, decomposed granite, or cobble; and**
  - 5. Sand.**
- ~~C.~~ At least one (1) canopy-type tree shall be planted and maintained in a boulevard section for each thirty-five (35) lineal feet of street and avenue frontage or portion thereof, not covered by driveway, sidewalks, or other approved hard surface.

~~(Ord. 2950, 2007)~~

- ~~3. D.~~ Trees shall be spaced more or less evenly along the length of the boulevard area, taking into account the location of light poles, fire hydrants, and the like, and the mature canopy width of existing trees and those being planted.
- ~~4. E.~~ No shrub shall be planted within five (5) feet of a fire hydrant or within a clear **visibility vision** triangle (as defined in ~~Chapter 32, Section OCCGF § 17.32.160 of this Title~~), if its mature height will exceed two and one-half (2½) feet. The height shall be measured from the adjoining street centerline surface elevation.

**17.44.52.020 Landscaping shall be maintained, requirements.**

- ~~A.~~ **Single-family** and ~~those plantings which fail~~ **two-family dwellings shall contain at least one (1) interior tree in addition to the required boulevard trees.**

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- B. Turf grass or ground cover plants shall cover at least fifty (50) percent of the lot area not covered by a structure.
- C. Regional stormwater facilities shall be landscaped pursuant to OCCGF Title 13.

**Article 3 DESIGN STANDARDS FOR ALL OTHER LAND USES**

**Sections:**

**17.44.3.010 Submittals.**

**17.44.3.020 Boulevards.**

**17.44.3.030 Landscaping requirements.**

**17.44.3.010 ~~survive~~ Submittals.**

**All landscape specifications, plans, etc., shall be submitted to the City Planning and Community Development Department for review and approval. Plans shall be replaced with approved plantings within three (3) months to scale and shall include at a minimum:**

- ~~6.~~—A. A site plan showing dimensioned location of all plant materials, site amenities (signage, benches, etc.), north arrow, property lines, visibility triangles, easements, utilities and otherwise;
- B. A plant list containing botanical names, common name, plant size, number, and variety of each plant used and mature area of coverage of canopy trees; and
- C. An analysis of the requirements found in this Chapter including the calculation of required interior landscaping, rate of plantings, and boulevard tree requirements.

**17.44.3.020 Boulevards.**

- A. Boulevards shall contain sod and trees with three (3) foot diameter organic mulched reservoirs and may include shrubs, perennials, and/or ornamental plants (within a landscaping bed).
- B. Materials and vegetation prohibited in a residential boulevard include, but are not limited to, the following:
  - a.—1. Artificial vegetation including, but not limited to, trees, shrubs, vines, bushes, flowers, and grass-;
  - b.—All non-living material except as specifically allowed by this chapter.
  - c.—2. Fences/ and/ or walls (unless approved via through a Boulevard Encroachment Permit by the City Engineer-); and

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- ~~d. Gravel/decomposed granite/cobble.~~
- e. **3. Sand.**
- C. Boulevards in non-residential areas.** ~~Boulevards in non-residential areas shall conform to the following standards:~~ **At least one (1) canopy-type tree shall be planted and maintained in the boulevard section for each fifty (50) lineal feet of street and avenue frontage or portion thereof not covered by driveway, sidewalks, or other approved hard surface.**
- ~~1. Boulevards shall contain grass and trees, and may contain shrubs, flowers, and/or ornamental plants.~~
- ~~2.~~ **D. Trees shall be spaced more or less evenly along the length of the boulevard area, taking into account the location of light poles, fire hydrants, and the like, and the mature canopy width of existing trees and those being planted.**
- E. Any landscaping in the boulevard area that impedes pedestrian travel or is deemed detrimental to public safety shall be pruned or removed, immediately by the property owner, tenant, or agency upon written notification from the City.**
- F. Limited amounts of non-living materials (mulches) are permitted when used in conjunction with shrub and tree plantings. Acceptable mulches include organic materials (wood chips and shredded bark), and inert inorganic materials (decomposed granite, ~~cobble~~ and gravel). Where ~~mulch is inert organic materials are~~ used, a suitable landscape fabric shall be placed between the soil and mulch material to impede weed growth. However, the use of these substitute materials must be specifically approved by the City as part of a landscape plan.**
- ~~3. In no case shall the G. boulevard area include more than twenty five (25) percent non-living material, excluding driveways.~~
- ~~4. At least one (1) canopy type tree shall be planted and maintained in the boulevard section for each thirty five (35) lineal feet of street and avenue frontage or portion thereof.~~
- ~~5. Trees shall be spaced more or less evenly along the length of the boulevard area, taking into account the location of light poles, fire hydrants, and the like and the mature canopy width of existing trees and those being planted.~~
- ~~6. No shrub shall be planted within five (5) feet of a fire hydrant or within a clear visibility triangle (as defined in Chapter 32, Section 17.32.160 of this Title) if its mature height will exceed two and one half (2½) feet.~~ ~~7. Any landscaping in the boulevard area that impedes pedestrian travel or is deemed detrimental to public safety shall be removed immediately by the property owner, tenant, or agency upon written notification of the City.~~
- ~~8. Landscaping shall be maintained and those plantings which fail to survive shall be replaced with approved plantings within three (3) months.~~
- ~~9. An automatic irrigation system shall be required of all commercial projects and multi-family projects with four (4) or more dwelling units.~~
- ~~10.~~
- G. All non-living material must be contained and shall not spill into the street and/or onto the sidewalk. Owners are required to remove any spillage.**
- H. No shrub shall be planted within five (5) feet of a fire hydrant or within a clear vision triangle (as defined in OCCGF § 17.32.160) if its mature height will exceed two and**

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**one-half (2½) feet. The height shall be measured from the adjoining street centerline surface elevation.**

11. ~~Materials and vegetation prohibited in a non-residential boulevard include, but are not limited to, the following:~~
- a. ~~Artificial vegetation including, but not limited to, trees, shrubs, vines, bushes, flowers, and grass.~~
  - b. ~~Fences/walls (unless approved via a Boulevard Encroachment Permit by the City Engineer).~~
  - c. ~~Sand.~~

**Article 3 — DESIGN STANDARDS FOR COMMERCIAL, INSTITUTIONAL AND CIVIC-USE BUILDINGS**

~~17.44.3.010 Applicability.~~

~~17.44.3.020 Submittals.~~

~~17.44.3.030 Landscaping requirements.~~

**I. An automatic irrigation system shall be required.**

**~~Applicability.~~**

A. **~~General applicability.~~** The landscaping requirements set forth in this article apply to:

- 1. ~~New buildings constructed after the effective date of this chapter.~~
- 2. ~~All buildings being increased in size by at least twenty (20) percent.~~
- 3. ~~All buildings greater than twenty thousand (20,000) square feet changing occupancy or undergoing interior or exterior remodeling.~~

~~(Ord. 2950, 2007)~~

- 4. ~~New vehicular use areas constructed after the effective date of this chapter.~~
- 5. ~~An expansion of a vehicular use area by twenty (20) percent, if it equates to five (5) or more parking spaces.~~
- 6. ~~All buildings and vehicular use areas which have been cumulatively increased in size by twenty-five (25) percent over a ten-year period.~~

B. **~~Exemption.~~** The following are exempt:

- 1. ~~Vehicle use areas located within a parking garage or within a building.~~

**17.44.3.020 — Submittals.**

Three (3) copies of all landscape specifications, plans, etc. shall be submitted to the City for review and approval. Plans shall be at a scale of one (1) inch equals twenty (20) feet (for sites one (1) acre or less in size) or one (1) inch equals fifty (50) feet (for sites larger than one (1) acre), and shall include at a minimum:

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1. ~~A plant list containing botanical names, common name, plant size, number and variety of each plant used and mature area of coverage of canopy trees.~~
2. ~~A site plan showing dimensioned location of all plant materials, site amenities (signage, benches, etc.), north arrow, property lines, easements, utilities and otherwise, and adjacent land uses.~~
3. ~~A plan showing location and construction details for all irrigation systems to be installed.~~

**17.44.3.030 Landscaping requirements.**

A. ~~Minimum requirements for interior landscaping. Minimum~~ **The minimum** square footage of interior landscaping, inclusive of landscaping in vehicular use areas ~~and foundation planting areas~~, shall be fifteen (15) percent of the gross property area to be developed or redeveloped for property located in a commercial zone, and ~~seventeen (17) percent of the gross area to be developed for non-residential~~ **all uses in residential zones, except industrial.**

B. **Vehicular use area requirements.** A portion of the required landscaping, equal to ~~at least~~ **A minimum of** ten (10) percent of the ~~off-street~~ vehicular use areas, must be located within the vehicular use areas ~~landscaped~~. **This requirement can be a part of the required interior landscaping pursuant to § 17.44.3.030(A).** The following specific standards shall apply:

1. Each row of parking spaces in interior parking areas shall be terminated by a landscaped island;
2. There shall be no more than twenty (20) parking spaces in a row without a landscaped island;
3. Landscaped islands shall have a minimum island dimension (inside curb face to inside curb face) of six (6) feet and shall extend the length of the parking space-  
(Ord. 2950, 2007);
4. Landscaped areas within a ~~vehicle~~ **vehicular** use area shall be bounded by a continuous concrete ~~curb or other~~ **curbs or** similar barrier approved by the City Engineer;
5. Landscaped islands ~~shall~~ **must** contain ~~canopy shade trees~~, **a tree with either shrubs and/or turf grass. If light poles are located within a landscape island, the island tree may be planted in another location within the interior area to be landscaped; and**

(Ord. 2950, 2007)

6. Where a vehicular use area abuts a public-use roadway, a minimum six (6) feet of landscaping shall be provided between the vehicular use area and the sidewalk with ~~at least seventy-five (75) percent of the area in turf grass.~~ **property line.**

C. **Irrigation of Landscaping. An automatic irrigation system shall be required. Mounding requirement adjacent to vehicular use areas.**

D. **Rate of plantings.**

1. **For sites less than two (2) acres: There shall be** a minimum of ~~six (6) inches above the height of adjacent vehicular use areas, but not exceeding 3:one (1 slope,)~~ **tree** and shall be protected from vehicular traffic ~~four (4) shrubs planted~~

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- and maintained per four hundred (400) square feet, or fraction thereof, of required interior landscaping.
2. For sites two (2) acres and greater: There shall be a minimum of one (1) tree and four (4) shrubs planted and maintained per five hundred (500) square feet, or fraction thereof, of required interior landscaping.
  3. Perennial substitution: Two (2) perennials or one (1) ornamental grass may be substituted for one (1) shrub for a maximum of thirty (30) percent of total required shrubs.
  4. Non-vegetative special features:
    - i. Nine (9) cubic feet of freestanding permanent sculpture which is integrated with curbing or other similar barrier landscaping may be substituted for one (1) shrub with a maximum of ten (10) percent of total required shrubs. Requirements shall be approved by the City Engineer.
    - ~~D.~~ ii. Stone boulders not smaller than two (2) feet in diameter which are integrated with other landscaping may be substituted for one (1) shrub with a maximum of ten (10) percent of total required shrubs.
- E. Boulevard landscaping credit. Twenty-five (25) percent of the boulevard landscaping area, excluding sidewalks and driveways, may be credited to the interior landscaping area requirement specified in (A). In addition, up to two (2) shade trees planted in the boulevard area may be credited toward interior tree requirements.
- F. Buffer between uses. Where a non-residential use abuts a residential use, a minimum fifteen-foot landscape buffer shall be provided along the full length of the shared property line. The landscape buffer shall contain sod, trees, and shrubs. The plantings required for the landscape buffer may be counted towards the interior rate of plantings requirement.
- G. Screening between uses. Where a vehicular use area abuts an adjacent residential use one of the following shall be installed to screen the residential use from the lights of the vehicles:
1. **Fence or wall.** Provide a six-foot tall, 100% percent opaque wall or fence along the ~~screening area~~ shared property line; or
  2. **Landscape Berm.** Provide a ~~landscape~~ berm at least three (3) feet in height **with landscaping at the top of the berm**. If the berm is less than five (5) feet in height, it must include at least one shrub or tree per three (3) linear feet along the top of the berm.
- H. **Natural amenities.** When a site abuts a natural amenity such as a flood plain, canal, park or other open space, the landscape plan shall integrate with and respect the natural integrity of the amenity.
- ~~E.~~ **I. Detention and retention areas. Stormwater facilities.** By design, detention and retention areas ~~stormwater facilities~~ shall be physically, functionally, and visually integrated into adjacent landscape areas. ~~Standing water is discouraged and shall be properly drained unless incorporated into re-circulating water features or irrigation systems.~~
- J. **Landscaping in Central business core.** All properties located in the C-4 central business core zoning district are exempt from the above listed requirements except for Subsections (B.) and (C.) of this Section.

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- ~~F. **Rate of plantings.** There shall be a minimum of one (1) tree and seven (7) shrubs planted and maintained per four hundred (400) square feet, or fraction thereof, of required interior landscaping.~~
- ~~G. **Buffer and screening between uses.** Where a commercial or non-residential use abuts a residential use, a minimum fifteen-foot landscape buffer shall be provided along the shared property line. Where vehicular use areas abut adjacent residential property, the lot shall be screened with a decorative masonry or concrete wall at least four (4) feet in height, or with evergreen and deciduous trees and shrubs in combination with low soil berms that will provide ample screening within three (3) growing seasons to protect the residential property.~~
- ~~H. **Boulevard landscaping credit.** Twenty-five (25) percent of the boulevard landscaping, excluding sidewalks and driveways, may be credited to the interior landscaping requirement specified in item A above.~~

~~(Ord. 2950, 2007)~~

- ~~I. **Foundation planting requirements.** For commercial, institutional and civic use buildings in all commercial zoning districts, except the C-4 Central Business Core district, at least fifty (50) percent of the frontage of the building face shall be occupied by a foundation planting bed(s) and at least twenty (20) percent of the frontage of the side of the building shall be occupied by a foundation planting bed(s). The planting beds shall be at least four (4) feet wide, mulched, and contain a mix of vegetation types (annual flowers, perennial flowers, ground cover and shrubs). For example, if a building measures one hundred twenty (120) feet on its face (length) by fifty (50) feet (depth), there would be sixty (60) feet of foundation plantings on the face and ten (10) feet on each of the sides.~~

~~(Ord. 2950, 2007)~~

~~**Article 4 — DESIGN STANDARDS FOR INDUSTRIAL BUILDINGS**~~

~~**Sections:**~~

- ~~17.44.4.010 Applicability.~~
- ~~17.44.4.020 Submittals.~~
- ~~17.44.4.030 Landscaping requirements.~~

~~**17.44.4.010 — Applicability.**~~

- ~~A. **General applicability.** The landscaping requirements set forth in this article apply to:~~
- ~~1. New buildings constructed after the effective date of this chapter.~~
  - ~~2. New vehicular use areas constructed after the effective date of this chapter.~~
  - ~~3. All buildings and vehicular use areas which have been cumulatively increased in size by twenty-five (25) percent over a ten-year period.~~
- ~~B. **Exemption.** The following are exempt:~~



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- ~~1. Vehicle use areas located within a parking garage or within a building.~~

**17.44.4.020 Submittals.**

Three (3) copies of all landscape specifications, plans, etc. shall be submitted to the City for review and approval. Plans shall be at a scale of one (1) inch equals twenty (20) feet (for sites one (1) acre or less in size) or one (1) inch equals fifty (50) feet (for sites larger than one (1) acre), and shall include at a minimum:

- ~~1. A plant list containing botanical names, common name, plant size, number and variety of each plant used and mature area of coverage of canopy trees.~~
- ~~2. A site plan showing dimensioned location of all plant materials, site amenities (signage, benches, etc.), north arrow, property lines, easements, utilities and otherwise, and adjacent land uses.~~
- ~~3. A plan showing location and construction details for all irrigation systems to be installed.~~

**17.44.4.030 Landscaping requirements.**

A. ~~A minimum of ten (10) percent of off-street vehicular use areas must be landscaped. The following specific standards shall apply:~~

- ~~1. Each row of parking spaces in interior parking areas shall be terminated by a landscaped island.~~
- ~~2. There shall be no more than twenty (20) parking spaces in a row without a landscaped island.~~
- ~~3. Landscaped islands shall have a minimum island dimension (inside curb face to inside curb face) of six (6) feet and shall extend the length of the parking space.~~
- ~~4. Landscaped areas within a vehicle use area shall be bounded by a continuous concrete curb or other similar barrier approved by the City Engineer.~~
- ~~5. Landscaped islands shall contain canopy shade trees, shrubs, and/or turf grass.~~
- ~~6. Where a vehicular use area abuts a public-use roadway, a minimum of eight (8) feet (in depth) of landscaping shall be provided between the vehicular use area and the sidewalk with at least seventy-five (75) percent of the area in turf grass.~~

B. **Boulevard Landscaping.** Landscaping for boulevards in the Industrial Use areas will conform to the standards listed in 17.44.2.040(C).

C. **Foundation planting requirements.** For buildings in all industrial zoning districts, at least fifty (50) percent of the frontage of the building face shall be occupied by a foundation planting bed(s). The planting beds shall be at least four (4) feet wide, mulched, and contain a mix of vegetation types (annual flowers, perennial flowers, ground cover and shrubs). For example, if a building measures one hundred twenty (120) feet on its face, there would be sixty (60) feet of foundation plantings.

D. **Buffer and screening between uses.** Where an industrial use abuts a non-industrial use, a minimum fifteen-foot landscape buffer shall be provided along the shared property line. Where vehicular use areas abut adjacent residential property, the lot shall be screened with a decorative masonry or concrete wall at least four (4) feet in height, or with evergreen and deciduous trees and shrubs in combination with low soil berms that will provide ample screening within three (3) growing seasons to protect the residential property.

E. **Natural amenities.** When a site abuts a natural amenity such as a flood plain, canal, park or other open space, the landscape plan shall integrate with and respect the natural integrity of the amenity.

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~~F. **Detention and retention areas.** By design, detention and retention areas shall be physically, functionally, and visually integrated into adjacent landscape areas. Standing water is discouraged and shall be properly drained unless incorporated into re-circulating water features or irrigation systems.~~

~~(Ord. 2950, 2007)~~

**Article 5 — DESIGN STANDARDS FOR SINGLE FAMILY, DUPLEX AND MULTI-FAMILY DWELLINGS**

**Sections:**

~~17.44.5.010 Applicability.~~

~~17.44.5.020 Submittals.~~

~~17.44.5.030 Landscaping requirements.~~

**17.44.5.010 — Applicability.**

The landscaping requirements set forth in this article apply to:

- ~~1. New residential dwellings constructed after the effective date of this chapter.~~
- ~~2. All residential dwellings being increased in size by at least fifty (50) percent.~~

**17.44.5.020 — Submittals.**

~~All landscape specifications, plans, etc. shall be submitted for review and approval to the City before a building permit will be issued.~~

**17.44.5.030 — Landscaping requirements.**

- ~~1. A canopy tree or evergreen tree shall be planted and maintained for each one thousand five hundred (1,500) square feet of net lot area. Up to two (2) shade trees located in the boulevard area may be applied to this requirement, provided that at least one (1) canopy tree or evergreen tree shall be planted within the interior.~~
- ~~2. Turf grass or ground cover plants shall cover at least fifty (50) percent of the net lot area.~~

~~(Ord. 3211, 2019; Ord. 2958, 2007; Ord. 2950, 2007; Ord. 2923, 2005; Ord. 2734, 1998; Ord. 2687, 1995; Ord. 2599, 1991; Ord. 2549, 1989; Ord. 2404, 1985; Ord. 2185, 1980)~~

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**Chapter 41 RESERVED**

**Chapter 42 RESERVED**

**Chapter 43 RESERVED**

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**Articles:**

Article 1 - GENERAL PROVISIONS

Article 2 - DESIGN STANDARDS FOR SINGLE FAMILY AND TWO-FAMILY RESIDENTIAL LAND USES

Article 3 - DESIGN STANDARDS FOR ALL OTHER LAND USES

**Article 1 GENERAL PROVISIONS**

**Sections:**

17.44.1.010 Legislative findings.

17.44.1.020 Purpose.

17.44.1.030 Applicability.

17.44.1.040 Installation and maintenance.

17.44.1.050 Specifications for landscaping materials.

17.44.1.060 Calculations.

**17.44.1.010 Legislative findings.**

The City Commission makes the following findings:

- A. A healthy environment is an indication of a healthy community;
- B. Landscaping helps to maintain and increase property values;
- C. Trees and landscaping provide lasting social, economic, environmental, and aesthetic benefits to the community;
- D. Flexible standards allow alternative design options that may better fit the needs of the landowner and that may be needed to address unique site characteristics; and

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- E. Landscaped buffers are needed between parcels of incompatible land uses, and as the degree of incompatibility increases, the amount of buffering (width and landscaping) should increase.

**17.44.1.020 Purpose.**

This Chapter is established to promote the public health, safety, and welfare and is intended to accomplish the following purposes:

- A. Provide flexible standards where possible, rather than rigid requirements;
- B. Promote and improve public health and safety through the abatement of noise, glare of lights, dust, and air pollution;
- C. Improve the aesthetic appearance of the built environment;
- D. Ensure that land uses of different intensity have sufficient buffering between them to minimize negative effects;
- E. Create tree-lined streetscapes;
- F. Promote economic development by providing a high quality of life;
- G. Enhance ambient environmental conditions by providing shade, air purification, oxygen regeneration, groundwater recharge, storm water runoff mitigation, and heat abatement; and
- H. Encourage the preservation, expansion, protection, and proper maintenance of the community forest.

**17.44.1.030 Applicability.**

The landscaping requirements set forth in Articles 2 and 3 apply to:

- A. New buildings constructed after the effective date of this Chapter;
- B. All buildings being increased in size by at least twenty (20) percent;
- C. All buildings undergoing a substantial improvement;
- D. New vehicular use areas or vehicular use areas undergoing replacement of at least fifty percent (50%) of the pavement area, this does not apply to:
  - 1. Overlay;
  - 2. Restriping; and
  - 3. Seal coat.
- E. An expansion of a vehicular use area by twenty (20) percent or more, if it equates to five (5) or more additional parking spaces; and
- F. All existing properties may not be altered to cause or increase noncompliance with the provisions of this Chapter.

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**17.44.1.040 Installation and maintenance.**

- A. **Standards.** All landscaping shall be installed with standard practices in accordance with the American National Standard Institute (ANSI) A300 and shall be live vegetation.
- B. **Landscaping and certificate of occupancy.** Prior to the issuance of a certificate of occupancy, all landscaping required in this Chapter shall be installed or the following must be completed:
  - 1. For all uses except single-family and two-family residential land uses, an improvement guarantee shall be filed and accepted by the City consistent with Chapter 68 of this Title.
  - 2. For single-family and two-family residential land uses, landscaping shall be installed within one (1) year from the date of the certificate of occupancy in association with the completion of a Landscape Letter of Commitment on file in the Planning and Community Development Department.
- C. **Landscape maintenance and replacement.** The property owner shall:
  - 1. Maintain landscaping in good condition so as to present a healthy, neat, and orderly appearance free from refuse, weeds, and debris in accordance with the landscaping plan as originally approved;
  - 2. Replace within six (6) months plant materials that have died or have otherwise been damaged or removed;
  - 3. Maintain all non-living landscaping materials; and
  - 4. The owner shall be responsible for the maintenance of all landscaping
- D. **Boulevards.** Any property owner wishing to construct a principal building on a vacant lot shall be responsible for installing and maintaining the boulevard landscaping consistent with this Article.
  - 1. Removal of a boulevard tree shall be consistent with OCCGF Title 12, Chapter 15.
  - 2. Trees shall be pruned to provide vertical clearance of eight (8) feet over sidewalks and fourteen (14) feet over streets.
  - 3. Trees required in the boulevard areas shall be selected from the list of "Trees for Boulevard Areas in Great Falls" on file in the Planning and Community Development Department.
  - 4. Mulch must be contained so as not to spill into the street and/or onto the sidewalk. Property owners are required to remove any spillage.
  - 5. Existing significant boulevard trees that are alive and in healthy condition shall be preserved unless approval is given pursuant to OCCGF Title 12, Chapter 15.
- E. **Street Medians.** When a median is incorporated into a subdivision, the developer shall be responsible for installing the landscaping as part of the project and a homeowners' association shall be responsible for perpetual maintenance, or the City, at its discretion, may accept responsibility. Designs shall be approved by the City.
- F. **Mature tree credit.** Mature coverage of existing canopy trees will be computed and applied directly to the required landscaping as follows:

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1. Every existing mature tree of at least six (6) inches of diameter will be applied as the equivalent of two (2) required interior trees.
2. The diameter of the mature tree will be measured pursuant to the requirements of this Article.
3. Health and placement of the mature tree will be taken into consideration by the City when applying the mature tree credit.

**17.44.1.050 Specifications for landscaping materials.**

- A. **Generally.** All plant materials shall be installed pursuant to the minimum requirements as provided by this Chapter. All plant material shall be healthy, vigorous, and free of disease and insects. Plant material shall conform to the specifications of the American Association of Nurserymen (AAN) for Grade No. 1.
- B. **Trees.** Trees shall meet the following standards:
  1. Boulevard trees shall be at least one and one-half (1½) inches trunk caliper, measured six (6) inches from the soil line or root flare; and
  2. Interior deciduous trees shall be at least one and one (1) inch trunk caliper measured six (6) inches from the soil line or root flare, and interior evergreen trees shall have a minimum planting height of five (5) feet.
- C. **Shrubs.** Shrubs shall be at least two-gallon container-grown material or bare-root of eighteen (18) inches of height or greater.
- D. **Perennials.** Perennials shall be at least one-gallon container-grown material or of equivalent size if bare-root.
- E. **Turf.** Turf areas may be sodded or seeded. In areas subject to erosion, sod shall be used. Sod shall be commercially grown and clean and free of weeds, noxious pests, and diseases. If seeded, temporary watering is required, and a vegetative cover shall be established with a density of at least 70% of the seeded area in order for a certificate of occupancy to be issued.
- F. **Mulch.** Acceptable mulches include organic materials (wood chips and shredded bark), and inert inorganic materials (decomposed granite, cobble and gravel). Where mulch is used as a ground treatment, it shall be applied to a depth of three (3) inches. A suitable landscape fabric shall be placed between the soil and mulch to impede weed growth for inert organic materials.
- G. **Lawn edging.** Lawn edging shall be installed around all shrub beds except for single-family and two-family land uses. Acceptable lawn edging includes steel, aluminum, polyethylene, and concrete curbing.

**17.44.1.060 Calculations.**

When a calculation is used to determine the number of required trees, or the like, and results in a fraction, the requirement shall be rounded to the nearest whole number.

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**Article 2 DESIGN STANDARDS FOR SINGLE-FAMILY AND TWO-FAMILY RESIDENCE LAND USES**

**Sections:**

17.44.2.010 Boulevards.

17.44.2.020 Landscaping requirements.

**17.44.2.010 Boulevards.**

- A. Boulevards shall contain sod and trees with three (3) foot diameter organic mulched reservoirs and may include shrubs, perennials, and/or ornamental plants (within a landscaping bed).
- B. Materials and vegetation prohibited in a residential boulevard include, but are not limited to, the following:
  - 1. Artificial vegetation including, but not limited to, trees, shrubs, perennials, and grass;
  - 2. All non-living material except as specifically allowed by this Chapter;
  - 3. Fences and/or walls (unless approved via a Boulevard Encroachment Permit by the City Engineer);
  - 4. Gravel, decomposed granite, or cobble; and
  - 5. Sand.
- C. At least one (1) canopy-type tree shall be planted and maintained in a boulevard section for each thirty-five (35) lineal feet of street and avenue frontage or portion thereof not covered by driveway, sidewalks, or other approved hard surface.
- D. Trees shall be spaced more or less evenly along the length of the boulevard area, taking into account the location of light poles, fire hydrants, and the like, and the mature canopy width of existing trees and those being planted.
- E. No shrub shall be planted within five (5) feet of a fire hydrant or within a clear vision triangle as defined in OCCGF § 17.32.160, if its mature height will exceed two and one-half (2½) feet. The height shall be measured from the adjoining street centerline surface elevation.

**17.44.2.020 Landscaping requirements.**

- A. Single-family and two-family dwellings shall contain at least one (1) interior tree in addition to the required boulevard trees.
- B. Turf grass or ground cover plants shall cover at least fifty (50) percent of the lot area not covered by a structure.
- C. Regional stormwater facilities shall be landscaped pursuant to OCCGF Title 13.

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**Article 3 DESIGN STANDARDS FOR ALL OTHER LAND USES**

**Sections:**

17.44.3.010 Submittals.

17.44.3.020 Boulevards.

17.44.3.030 Landscaping requirements.

**17.44.3.010 Submittals.**

All landscape specifications, plans, etc., shall be submitted to the City Planning and Community Development Department for review and approval. Plans shall be to scale and shall include at a minimum:

- A. A site plan showing dimensioned location of all plant materials, site amenities (signage, benches, etc.), north arrow, property lines, visibility triangles, easements, utilities and otherwise;
- B. A plant list containing botanical names, common name, plant size, number, and variety of each plant used and mature area of coverage of canopy trees; and
- C. An analysis of the requirements found in this Chapter including the calculation of required interior landscaping, rate of plantings, and boulevard tree requirements.

**17.44.3.020 Boulevards.**

- A. Boulevards shall contain sod and trees with three (3) foot diameter organic mulched reservoirs and may include shrubs, perennials, and/or ornamental plants (within a landscaping bed).
- B. Materials and vegetation prohibited in a boulevard include, but are not limited to, the following:
  - 1. Artificial vegetation including, but not limited to, trees, shrubs, vines, bushes, flowers, and grass;
  - 2. Fences and/ or walls (unless approved through a Boulevard Encroachment Permit by the City Engineer); and
  - 3. Sand.
- C. At least one (1) canopy-type tree shall be planted and maintained in the boulevard section for each fifty (50) lineal feet of street and avenue frontage or portion thereof not covered by driveway, sidewalks, or other approved hard surface.
- D. Trees shall be spaced more or less evenly along the length of the boulevard area, taking into account the location of light poles, fire hydrants, and the like, and the mature canopy width of existing trees and those being planted.



Exhibit "B"

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- E. Any landscaping in the boulevard area that impedes pedestrian travel or is deemed detrimental to public safety shall be pruned or removed, immediately by the property owner, tenant, or agency upon written notification from the City.
- F. Limited amounts of non-living materials (mulches) are permitted when used in conjunction with shrub and tree plantings. Acceptable mulches include organic materials (wood chips and shredded bark), and inert inorganic materials (decomposed granite and gravel). Where inert organic materials are used, a suitable landscape fabric shall be placed between the soil and mulch material to impede weed growth. However, the use of these substitute materials must be specifically approved by the City as part of a landscape plan.
- G. All non-living material must be contained and shall not spill into the street and/or onto the sidewalk. Owners are required to remove any spillage.
- H. No shrub shall be planted within five (5) feet of a fire hydrant or within a clear vision triangle (as defined in OCCGF § 17.32.160) if its mature height will exceed two and one-half (2½) feet. The height shall be measured from the adjoining street centerline surface elevation.
- I. An automatic irrigation system shall be required.

**17.44.3.030 Landscaping requirements.**

- A. **Minimum requirements for interior landscaping.** The minimum square footage of interior landscaping, inclusive of landscaping in vehicular use areas, shall be fifteen (15) percent of the gross property area to be developed or redeveloped for all uses except industrial.
- B. **Vehicular use area requirements.** A minimum of ten (10) percent of off-street vehicular use areas must be landscaped. This requirement can be a part of the required interior landscaping pursuant to § 17.44.3.030(A.). The following specific standards shall apply:
  - 1. Each row of parking spaces in interior parking areas shall be terminated by a landscaped island;
  - 2. There shall be no more than twenty (20) parking spaces in a row without a landscaped island;
  - 3. Landscaped islands shall have a minimum island dimension (inside curb face to inside curb face) of six (6) feet and shall extend the length of the parking space;
  - 4. Landscaped areas within a vehicular use area shall be bounded by continuous concrete curbs or similar barrier approved by the City Engineer;
  - 5. Landscaped islands must contain a tree with either shrubs and/or turf grass. If light poles are located within a landscape island, the island tree may be planted in another location within the interior area to be landscaped; and
  - 6. Where a vehicular use area abuts a public-use roadway, a minimum six (6) feet of landscaping shall be provided between the vehicular use area and the property line.
- C. **Irrigation of Landscaping.** An automatic irrigation system shall be required.
- D. **Rate of plantings.**

Exhibit "B"

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1. **For sites less than two (2) acres:** There shall be a minimum of one (1) tree and four (4) shrubs planted and maintained per four hundred (400) square feet, or fraction thereof, of required interior landscaping.
  2. **For sites two (2) acres and greater:** There shall be a minimum of one (1) tree and four (4) shrubs planted and maintained per five hundred (500) square feet, or fraction thereof, of required interior landscaping.
  3. **Perennial substitution:** Two (2) perennials or one (1) ornamental grass may be substituted for one (1) shrub for a maximum of thirty (30) percent of total required shrubs.
  4. **Non-vegetative special features:**
    - i. Nine (9) cubic feet of freestanding permanent sculpture which is integrated with other landscaping may be substituted for one (1) shrub with a maximum of ten (10) percent of total required shrubs. Requirements shall be approved by the City.
    - ii. Stone boulders not smaller than two (2) feet in diameter which are integrated with other landscaping may be substituted for one (1) shrub with a maximum of ten (10) percent of total required shrubs.
- E. **Boulevard landscaping credit.** Twenty-five (25) percent of the boulevard landscaping area, excluding sidewalks and driveways, may be credited to the interior landscaping area requirement specified in (A). In addition, up to two (2) shade trees planted in the boulevard area may be credited toward interior tree requirements.
- F. **Buffer between uses.** Where a non-residential use abuts a residential use, a minimum fifteen-foot landscape buffer shall be provided along the full length of the shared property line. The landscape buffer shall contain sod, trees, and shrubs. The plantings required for the landscape buffer may be counted towards the interior rate of plantings requirement.
- G. **Screening between uses.** Where a vehicular use area abuts an adjacent residential use one of the following shall be installed to screen the residential use from the lights of the vehicles:
1. **Fence or wall.** Provide a six-foot tall, 100 percent opaque wall or fence along the shared property line; or
  2. **Landscape Berm.** Provide a berm at least three (3) feet in height with landscaping at the top of the berm. If the berm is less than five (5) feet in height, it must include at least one shrub or tree per three (3) linear feet along the top of the berm.
- H. **Natural amenities.** When a site abuts a natural amenity such as a flood plain, canal, park or other open space, the landscape plan shall integrate with and respect the natural integrity of the amenity.
- I. **Stormwater facilities.** By design, stormwater facilities shall be physically, functionally, and visually integrated into adjacent landscape areas.
- J. **Landscaping in Central business core.** All properties located in the C-4 Central business core zoning district are exempt from the above listed requirements except for Subsections (B.) and (C.) of this Section.

(Ord. 3211, 2019; Ord. 2958, 2007; Ord. 2950, 2007; Ord. 2923, 2005; Ord. 2734, 1998; Ord. 2687, 1995; Ord. 2599, 1991; Ord. 2549, 1989; Ord. 2404, 1985; Ord. 2185, 1980)



17.44.1.010 Legislative findings.	
2. <del>Landscaping is a means of making City living more pleasant.</del>	Removed due to subjectivity
17.44.1.020 Purpose.	
1. <del>Make the City more attractive and aesthetically pleasing.</del>	Removed due to subjectivity
G. Enhance ambient environmental conditions by providing shade, air purification, oxygen regeneration, groundwater recharge, storm water runoff <del>retardation</del> <b>mitigation</b> , and <del>noise, glare and heat abatement;</del> <b>and</b>	“Mitigation” matches typical industry language Noise and glare repeated from B.
17.44.1.030 Applicability.	
<p><b>The landscaping requirements set forth in Articles 2 and 3 apply to:</b></p> <p><b>A. New buildings constructed after the effective date of this Chapter;</b></p> <p><b>B. All buildings being increased in size by at least twenty (20) percent;</b></p> <p><b>C. All buildings undergoing a substantial improvement;</b></p> <p><b>D. New vehicular use areas or vehicular use areas undergoing replacement of at least fifty percent (50%) of the pavement area, this does not apply to:</b></p> <ol style="list-style-type: none"> <li><b>1. Overlay;</b></li> <li><b>2. Restriping; and</b></li> <li><b>3. Seal coat.</b></li> </ol> <p><b>E. An expansion of a vehicular use area by twenty (20) percent or more, if it equates to five (5) or more additional parking spaces; and</b></p> <p><b>F. All existing properties may not be altered to cause or increase noncompliance with the provisions of this Chapter.</b></p>	<p>New Applicability section combines all provisions that were previously separated throughout the Chapter into one section.</p> <p>Language reworded to “substantial improvement” which is defined in Chapter 8.</p> <p>Language revised to specify which vehicular use areas projects trigger applicability and 3 exceptions that do not.</p> <p>Noncompliance provision prevents existing landscapes to be reduced/removed beyond the requirements of this chapter. In other words, if a property owner were to remove landscaping 5 years after construction, the City can utilize this provision for code enforcement</p>
17.44.1.040 Installation and maintenance.	
<b>A. Standards. All landscaping shall be installed with standard practices in accordance with the American National Standard Institute (ANSI) A300 and shall be live vegetation.</b>	References industry standards

<p><b>B. Landscaping and certificate of occupancy.</b> Prior to the issuance of a certificate of occupancy, all landscaping required in this <del>chapter</del> <b>Chapter</b> shall be installed or <b>the following must be completed:</b></p> <ol style="list-style-type: none"> <li><b>For all uses except single family and two-family residential land uses;</b> an improvement guarantee shall be filed and accepted by the City <b>consistent with Chapter 68 of this Title.</b> <del>Interior landscaping for single-family dwellings shall be installed within one (1) year from the date of the certificate of occupancy.</del></li> <li><b>B.—For single-family and two-family residential land uses; landscaping shall be installed within one (1) year from the date of the certificate of occupancy in association with the completion of a Landscape and screening Letter of Commitment on file in the Planning and Community Development Department.</b></li> </ol>	<p>Clarifies by separating into two sections to match existing policy</p> <p>Reference to Letter of Commitment matches existing Department policy</p>
<p><b>C. Landscape maintenance and replacement.</b> The property owner shall:</p> <ol style="list-style-type: none"> <li>Maintain <b>landscaping in good condition so as to present a healthy, neat, and orderly appearance, free from refuse, weeds, and debris in accordance with</b> the landscaping plan as originally approved-;</li> <li>Replace plant materials <b>within six (6) months</b> that have died or have otherwise been damaged or removed-;</li> <li>Maintain all non-<del>live</del> <b>living</b> landscaping materials-; <b>and</b></li> <li><b>The owner responsible for the maintenance of all</b> <del>All landscaping shall be installed in accordance with "Arboricultural Standards and Specifications" and</del></li> </ol>	<p>Language relocated when reorganizing the Chapter</p> <p>Timeframe added for clarity</p> <p>Removed “tenant, or agent, if any” to be consistent with language in other titles. Responsibility of landscape maintenance is on the owner</p>
<p><b>D. Boulevards.</b> Any property owner wishing to construct a principal building on a vacant lot shall be <del>live vegetation</del> <b>responsible for installing and maintaining the boulevard landscaping consistent with this Article.</b></p> <ol style="list-style-type: none"> <li><b>Removal of a boulevard tree shall be consistent with OCCGF Title 12, Chapter 15.</b></li> <li><b>Trees shall be pruned to provide vertical clearance of eight (8) feet over sidewalks and fourteen (14) feet over streets.</b></li> <li><b>Trees required in the boulevard areas shall be selected from the list of “Trees for Boulevard Areas in Great Falls” on file in the Planning and Community Development Department.</b></li> <li><b>Mulch must be contained so as to not spill into the street and/or onto the sidewalk. Property owners are required to remove any spillage. D-</b></li> <li><b>Existing significant boulevard trees that are alive and in healthy condition shall be preserved unless approval is given pursuant to OCCGF Title 12, Chapter 15.</b></li> </ol>	<p>Language relocated when reorganizing the Chapter</p> <p>Added Reference to Chapter 15 - TREE REMOVAL</p> <p>Document removed from Appendix B to allow for easier modification as urban forest issues evolve requiring an update to the list</p> <p>Added to preserve existing healthy trees</p>

<p><b>E. Street Medians.</b> When a median is incorporated into a subdivision, the developer shall be responsible for installing the landscaping as part of the project and a homeowners' association shall be responsible for perpetual maintenance, or the City, at its discretion, may accept responsibility. Designs shall be approved by the City.</p>	<p>Language relocated when reorganizing the Chapter</p>
<p><b>F. Mature tree credit.</b> Mature coverage of existing canopy trees will be computed and applied directly to the required landscaping— <b>as follows:</b></p> <ol style="list-style-type: none"> <li>1. <b>Every existing mature tree of at least six (6) inches of diameter will be applied as the equivalent of two (2) required interior trees.</b></li> <li>2. <b>The diameter of the mature tree will be measured pursuant to the requirements of this Article.</b></li> <li>3. <b>Health and placement of the mature tree will be taken into consideration by the City when applying the mature tree credit.</b></li> </ol>	<p>Mature tree credit re-written to be more concise and less confusing</p>
<p>17.44.1.030(G) <del>Tree protection and replacement.</del></p>	<p>Existing mature tree credit section replaced above</p>
<p>17.44.1.050 Specifications for landscaping materials.</p>	
<p><b>Generally.</b> All plant material shall be healthy, vigorous, and free of disease and insects. Plant material shall conform to the specifications of the American Association of Nurserymen (AAN) for <b>Grade No. 1 grade.</b></p> <p>A.— <b>Generally. All plant materials shall be installed pursuant to the minimum requirements as provided by this Chapter.</b> All plant material shall be healthy, vigorous, and free of disease and insects. Plant material shall conform to the specifications of the American Association of Nurserymen (AAN) for <b>Grade No. 1-grade.</b></p> <p>B. <b>Trees.</b> Trees shall meet the following standards:</p> <ol style="list-style-type: none"> <li>1. <del>Shade</del>—Boulevard trees shall be at least one and one-half (1½) inches trunk caliper, measured <del>one (1) foot above</del> <b>six (6) inches from the ground-soil line or root flare;</b></li> <li>2. <b>Interior deciduous</b> trees shall be at least one and one-quarter (1¼) inches trunk caliper measured <del>one (1) foot above</del> <b>six (6) inches from the ground-soil line or root flare; and</b></li> <li>3. <b>Interior evergreen trees</b> shall have a minimum planting height of five (5) feet.</li> </ol> <p>C. <b>Shrubs.</b> Shrubs shall be at least two-gallon container-grown material or <del>of equivalent size if bare-root.</del> <b>of eighteen (18) inches of height or greater.</b></p> <p>D. <del>Groundcover.</del> <del>Groundcover</del> <b>Perennials. Perennials</b> shall be at least one-gallon container-grown material or of equivalent size if bare-root.</p> <p>E. <b>Turf.</b> Turf areas may be sodded or seeded. In areas subject to erosion, sod shall be used. Sod shall be commercially grown and clean and free of weeds, noxious pests, and diseases. <b>If seeded,</b></p>	<p>“pursuant to minimum requirements” added to state as long as a development meets minimum requirements it is in compliance</p> <p>Now separating sizing requirements into 2 categories for clarity – Boulevard &amp; Interior Trees</p> <p>Added “or of equivalent size if bare-root” back to the provision</p> <p>70% establishment required per EPA standard stabilization</p>

<p><b>temporary watering is required, and a vegetative cover shall be established with a density of at least 70% of the seeded area in order for a certificate of occupancy to be issued.</b></p> <p>F. <b>Mulch. Acceptable mulches include organic materials (wood chips and shredded bark), and inert inorganic materials (decomposed granite, cobble and gravel).</b> Where mulch is used as a ground treatment, it shall be applied to a depth of <del>four</del> <b>three (3)</b> inches. A suitable landscape fabric shall be placed between the soil and mulch to impede weed growth <b>for inert organic materials.</b></p> <p>G. Lawn edging. It is <del>recommended</del> <b>required</b> that lawn edging be installed around all shrub beds <b>except for single-family and two-family land uses. Acceptable lawn edging is includes steel, aluminum, polyethylene, and concrete curbing.</b></p>	<p>Clarifies what mulch materials are acceptable</p> <p>3 inches is industry standard</p> <p>More specific language for clarification that provision applies to “all other land uses”, not single and two-family residences</p>
<p><b>17.44.1.050 — Retaining wall standards.</b></p>	<p>Section removed Covered in International Building Code (IBC)</p>
<p>17.44.1.060 Calculations.</p>	
<p>When a calculation is used to determine the number of required trees, or the like, and results in a fraction, the requirement shall be <del>considered the whole number (rounded up)</del> <b>to the nearest whole number.</b></p>	<p>Changed to traditional rounding which will slightly drop plant counts (Previously 1.05 would round up to 2)</p>
<p><b>Article 2 – DESIGN STANDARDS FOR SINGLE-FAMILY AND TWO-FAMILY RESIDENCE LAND USES</b></p>	
<p><b>Sections:</b></p> <p><del>17.44.2.010 General provisions.</del></p> <p><del>17.44.2.020 Responsibility for installation of street trees.</del></p> <p><del>17.44.2.030 Landscaping for street medians.</del></p> <p><del>17.44.2.040 Landscaping for boulevard areas.</del></p> <p><b>17.44.2.010 Boulevards.</b></p> <p><b>17.44.2.020 Landscaping requirements.</b></p>	<p>Sections consolidated and simplified</p>
<p>17.44.2.010 General provisions.</p>	
<p>A. <del>Permit required. A permit is required to:</del></p> <p>1. <del>plant trees in the boulevard area</del></p>	

<p>2. <del>remove or prune existing trees in the boulevard area</del></p> <p>B. <del>Vertical clearance.</del></p> <p>C. <del>Supplemental uses. Street medians and boulevard areas may contain sidewalks, utility installations, signs, benches, and other structures installed by a public agency.</del></p> <p>D. <del>Tree selection. Trees required in this article shall be selected from the list contained in Appendix B.</del></p> <p>E. <del>Required removal. Any landscaping in the boulevard area or street median that impedes pedestrian travel or is deemed detrimental to public safety shall be removed immediately by the property owner or agent upon written notification by the City.</del></p> <p>F. <del>Mulch.</del></p>	<p>Moved to Article 1 – General Provisions</p>
<p>17.44.2.020 Responsibility for installation of street trees.</p>	
<p><del>The property owner wishing to construct a principal building on a vacant lot shall be responsible for installing the street trees consistent with this article.</del></p>	<p>Moved to Article 1 – General Provisions</p>
<p>17.44.2.030 Landscaping for street medians.</p>	
<p>A. <del>Applicability. When a median is incorporated into a subdivision, the provisions of this section apply.</del></p> <p>B. <del>Installation and maintenance responsibility. The developer shall be responsible for installing the landscaping as part of the project and a homeowners association shall be responsible for perpetual maintenance or the City, at its discretion, may accept responsibility.</del></p> <p>C. <del>Number of trees required. At least two (2) ornamental trees or one (1) for each twenty-five (25) feet of length of the median, whichever is more, shall be planted and maintained within the median. By way of example, a median four hundred forty (440) feet long will require eighteen (18) ornamental trees and a forty-foot median requires two (2) trees.</del></p> <p>D. <del>Placement of trees. Ornamental trees shall be planted at least three (3) feet from any curb or other pavement.</del></p> <p>E. <del>Spacing of trees. Trees shall be spaced more or less evenly along the length of the median taking into account the location of light poles, fire hydrants, and the like and the mature canopy width of existing trees and those being planted.</del></p> <p>F. <del>Shrubs, flowers and turf grass. Shrubs, ground cover, and flower beds may be planted in the median to supplement the trees. Turf grass shall be installed within the median except in those areas occupied planting beds for shrubs, ground cover, and/or flowers.</del></p>	<p>Moved applicability to Article 1</p> <p>Removed specific requirements of street medians and stated designs must be approved by the City in Article 1 - allows for design flexibility</p>
<p>17.44.2.010 Boulevards.</p>	
<p>A. Boulevards shall contain <b>sod</b> and trees (with <b>three (3) foot diameter</b> organic mulched reservoirs) and may include shrubs, <del>flowers</del> <b>perennials</b>, and/or ornamental plants (<del>with organic mulched reservoirs within a landscaping bed</del>).</p>	<p>Added mulching requirement for clarification</p>



<p><b>B. Materials and vegetation prohibited in a residential boulevard include, but are not limited to, the following:</b></p> <ol style="list-style-type: none"> <li>1. Artificial vegetation including, but not limited to, trees, shrubs, perennials, and grass;</li> <li>2. All non-living material except as specifically allowed by this Chapter;</li> <li>3. Fences and/or walls (unless approved via a Boulevard Encroachment Permit by the City Engineer);</li> <li>4. Gravel, decomposed granite, or cobble; and</li> <li>5. Sand.</li> </ol>	<p>Language relocated when reorganizing the Chapter</p>
<p>17.44.2.020 Landscaping requirements.</p>	
<p><b>A. Single-family and two-family dwellings shall contain at least one (1) interior tree in addition to the required boulevard trees.</b></p> <p><b>B. Turf grass or ground cover plants shall cover at least fifty (50) percent of the lot area not covered by a structure</b></p>	<p>Provision changed to reduce requirements</p>
<p>Article 3 – DESIGN STANDARDS FOR ALL OTHER LAND USES</p>	
<p><b>Sections:</b></p> <p><b>17.44.3.010 Submittals.</b></p> <p><b>17.44.3.020 Boulevards.</b></p> <p><b>17.44.3.030 Landscaping requirements.</b></p>	<p>All new sections</p>
<p>17.44.3.010 Submittals.</p>	
<p><b>All landscape specifications, plans, etc. shall be submitted to the City Planning and Community Development Department for review and approval. Plans shall be replaced with approved plantings within three (3) months to scale, and shall include at a minimum:</b></p> <p><b>A.</b> A site plan showing dimensioned location of all plant materials, site amenities (signage, benches, etc.), north arrow, property lines, <b>visibility triangles</b>, easements, utilities and otherwise;</p> <p><b>C.</b> <b>An analysis of the requirements found in this Chapter including the calculation of required interior landscaping, rate of plantings, and boulevard tree requirements.</b></p>	<p>Language relocated when reorganizing the Chapter</p> <p>Added visibility triangles onto landscape plan to confirm clearance</p> <p>Added code analysis requirement to provide breakdown of calculations</p>

17.44.3.020 Boulevards.

~~C. Boulevards in non-residential areas. Boulevards in non-residential areas shall conform to the following standards: At least one (1) canopy type tree shall be planted and maintained in the boulevard section for each fifty (50) lineal feet of street and avenue frontage or portion thereof not covered by driveway, sidewalks, or other approved hard surface.~~

~~Boulevards shall contain grass and trees, and may contain shrubs, flowers, and/or ornamental plants.~~

~~4. At least one (1) canopy type tree shall be planted and maintained in the boulevard section for each thirty five (35) lineal feet of street and avenue frontage or portion thereof.~~

~~5. Trees shall be spaced more or less evenly along the length of the boulevard area, taking into account the location of light poles, fire hydrants, and the like and the mature canopy width of existing trees and those being planted.~~

~~6. No shrub shall be planted within five (5) feet of a fire hydrant or within a clear visibility triangle (as defined in Chapter 32, Section 17.32.160 of this Title) if its mature height will exceed two and one-half (2½) feet. 7. Any landscaping in the boulevard area that impedes pedestrian travel or is deemed detrimental to public safety shall be removed immediately by the property owner, tenant, or agency upon written notification of the City.~~

~~8. Landscaping shall be maintained and those plantings which fail to survive shall be replaced with approved plantings within three (3) months.~~

~~9. An automatic irrigation system shall be required of all commercial projects and multi-family projects with four (4) or more dwelling units.~~

~~11. Materials and vegetation prohibited in a non-residential boulevard include, but are not limited to, the following:~~

~~a. Artificial vegetation including, but not limited to, trees, shrubs, vines, bushes, flowers, and grass.~~

~~b. Fences/walls (unless approved via a Boulevard Encroachment Permit by the City Engineer).~~

~~c. Sand.~~

**I. An automatic irrigation system shall be required.**

Increased from 35 lineal feet to 50 lineal feet to decrease tree count

Includes "Not covered by..." provision to increase design flexibility with site constraints

Language relocated when reorganizing the Chapter

Language relocated when reorganizing the Chapter

17.44.3.010 Applicability

~~A. General applicability. The landscaping requirements set forth in this article apply to:~~

~~1. New buildings constructed after the effective date of this chapter.~~

~~2. All buildings being increased in size by at least twenty (20) percent.~~

~~3. All buildings greater than twenty thousand (20,000) square feet changing occupancy or undergoing interior or exterior remodeling.~~

~~4. New vehicular use areas constructed after the effective date of this chapter.~~

Moved to Article 1

<p><del>5. An expansion of a vehicular use area by twenty (20) percent, if it equates to five (5) or more parking spaces.</del></p> <p><del>6. All buildings and vehicular use areas which have been cumulatively increased in size by twenty-five (25) percent over a ten-year period.</del></p> <p><del>B. Exemption. The following are exempt:</del></p> <p><del>1. Vehicle use areas located within a parking garage or within a building.</del></p>	
<p>17.44.3.020 Submittals</p>	
<p><del>Three (3) copies of all landscape specifications, plans, etc. shall be submitted to the City for review and approval. Plans shall be at a scale of one (1) inch equals twenty (20) feet (for sites one (1) acre or less in size) or one (1) inch equals fifty (50) feet (for sites larger than one (1) acre), and shall include at a minimum:</del></p> <p><del>1. A plant list containing botanical names, common name, plant size, number and variety of each plant used and mature area of coverage of canopy trees.</del></p> <p><del>2. A site plan showing dimensioned location of all plant materials, site amenities (signage, benches, etc.), north arrow, property lines, easements, utilities and otherwise, and adjacent land uses.</del></p> <p><del>3. A plan showing location and construction details for all irrigation systems to be installed.</del></p>	<p>Moved to beginning of Chapter 3</p>
<p>17.44.3.030 Landscaping requirements.</p>	
<p><del>A. <b>Minimum requirements for interior landscaping.</b> Minimum—The minimum square footage of interior landscaping, inclusive of landscaping in vehicular use areas and foundation planting areas, shall be fifteen (15) percent of the gross property area to be developed or redeveloped for property located in a commercial zone, and seventeen (17) percent of the gross area to be developed for non-residential all uses in residential zones. <b>except industrial.</b></del></p>	<p>Requirement remains the same</p> <p>This exception is consistent with previous industrial requirements</p>
<p><del>B. <b>Vehicular use area requirements.</b> A portion of the required landscaping, equal to at least A minimum of ten (10) percent of the off-street vehicular use areas, must be located within the vehicular use areas. <b>landscaped. This requirement can be a part of the required interior landscaping pursuant to § 17.44.3.030(A).</b></del> The following specific standards shall apply:</p> <p><del>1. Each row of parking spaces in interior parking areas shall be terminated by a landscaped island;</del></p> <p><del>2. There shall be no more than twenty (20) parking spaces in a row without a landscaped island;</del></p> <p><del>3. Landscaped islands shall have a minimum island dimension (inside curb face to inside curb face) of six (6) feet and shall extend the length of the parking space.</del></p> <p><del>(Ord. 2950, 2007);</del></p>	<p>Clarifies requirement</p>

<p>4. Landscaped areas within a <del>vehicle</del> <b>vehicular</b> use area shall be bounded by a continuous concrete <del>curb or other</del> <b>curbs or</b> similar barrier approved by the City Engineer.;</p> <p>5. Landscaped islands shall <del>must contain canopy shade trees,</del> <b>a tree with either</b> shrubs and/or turf grass. <b>If light poles are located within a landscape island, the island tree may be planted in another location within the interior area to be landscaped; and</b></p> <p>(Ord. 2950, 2007)</p> <p>6. Where a vehicular use area abuts a public-use roadway, a minimum six (6) feet of landscaping shall be provided between the vehicular use area and the <del>sidewalk with at least seventy-five (75) percent of the area in turf grass.</del> <b>property line.</b></p>	<p>Now requiring a tree in each island unless there is a light pole to encourage more canopy coverage within parking lots to mitigate heat island effect</p> <p>Property line is more appropriate than sidewalk for this requirement</p>
<p>C. <b>Irrigation of Landscaping. An automatic irrigation system shall be <del>mounded</del> required.</b> <i>Mounding requirement adjacent to vehicular use areas.</i></p>	<p>Clarifies previous provision</p>
<p>D. <b>Rate of plantings.</b></p> <p>1. <b>For sites less than two (2) acres: There shall be</b> a minimum of <del>six (6) inches above the height of adjacent vehicular use areas, but not exceeding 3:</del> <b>one (1) tree and shall be protected from vehicular traffic four (4) shrubs planted and maintained per four hundred (400) square feet, or fraction thereof, of required interior landscaping.</b></p> <p>2. <b>For sites two (2) acres and greater: There shall be a minimum of one (1) tree and four (4) shrubs planted and maintained per five hundred (500) square feet, or fraction thereof, of required interior landscaping.</b></p> <p>3. <b>Perennial substitution: Two (2) perennials or one (1) ornamental grass may be substituted for one (1) shrub for a maximum of thirty (30) percent of total required shrubs.</b></p> <p>4. <b>Non-vegetative special features:</b></p> <p>i. <b>Nine (9) cubic feet of freestanding permanent sculpture which is integrated with</b> <del>curbing or other similar barrier landscaping may be substituted for one (1) shrub with a maximum of ten (10) percent of total required shrubs. Requirements shall be approved by the City Engineer.</del></p> <p>ii. <b>Stone boulders not smaller than two (2) feet in diameter which are integrated with other landscaping may be substituted for one (1) shrub with a maximum of ten (10) percent of total required shrubs.</b></p>	<p>Separated planting rates into small and large sites to address feedback that large site plant counts are difficult to implement</p> <p>On small sites, dropped planting rate from 7 shrubs to 4 shrubs per 400 square feet which decreases shrub counts dramatically - around 43%</p> <p>On large sites, dropped planting rate from 7 shrubs per 400 square feet to 4 shrubs per 500 square feet to decrease shrub counts dramatically on large sites - around 54%</p> <p>Codifying perennial substitution which has become standard policy</p> <p>These two new items allow for artistic design flexibility with boulders and art</p>

<p><b>E. Boulevard landscaping credit.</b> Twenty-five (25) percent of the boulevard landscaping area, excluding sidewalks and driveways, may be credited to the interior landscaping area requirement specified in (A). In addition, up to two (2) shade trees planted in the boulevard area may be credited toward interior tree requirements.</p>	<p>Clarifies previous credit</p>
<p><b>F. Buffer between uses.</b> Where a non-residential use abuts a residential use, a minimum fifteen-foot landscape buffer shall be provided along the full length of the shared property line. The landscape buffer shall contain sod, trees, and shrubs. The plantings required for the landscape buffer may be counted towards the interior rate of plantings requirement.</p>	<p>Clarifies previous buffer requirement</p>
<p><b>G. Screening between uses.</b> Where a vehicular use area abuts an adjacent residential use one of the following shall be installed to screen the residential use from the lights of the vehicles:</p> <ol style="list-style-type: none"> <li>1. <b>Fence or wall.</b> Provide a <b>six-foot tall</b>, 100% percent opaque wall or fence along the screening area shared property line; or</li> <li>2. <b>Landscape Berm.</b> Provide a landscape berm at least three (3) feet in height <b>with landscaping at the top of the berm</b>. If the berm is less than five (5) feet in height, it must include at least one shrub or tree per three (3) linear feet along the top of the berm.</li> </ol>	<p>Re-worded for clarification</p> <p>Increased from 4 ft to provide a taller buffer</p> <p>Provides planting specifications for clarity</p>
<p><del>I. <b>Detention and retention areas.</b> Stormwater facilities. By design, detention and retention areas stormwater facilities shall be physically, functionally, and visually integrated into adjacent landscape areas. Standing water is discouraged and shall be properly drained unless incorporated into re-circulating water features or irrigation systems.</del></p>	<p>Removed "Standing water..." section to simplify requirements within landscape code and will refer to storm water manual for technical specifications</p>
<p><b>J. Landscaping in Central Business Core.</b> All properties located in the C-4 central business core zoning district are exempt from the above listed requirements except for Subsections (B.) and (C.) of this Section.</p>	<p>Landscaping plans only need to comply with vehicular use and irrigation requirements for C-4 zoning.</p>
<p><del>F. <b>Rate of plantings.</b> There shall be a minimum of one (1) tree and seven (7) shrubs planted and maintained per four hundred (400) square feet, or fraction thereof, of required interior landscaping.</del></p> <p><del>G. <b>Buffer and screening between uses.</b> Where a commercial or non-residential use abuts a residential use, a minimum fifteen-foot landscape buffer shall be provided along the shared property line. Where vehicular use areas abut adjacent residential property, the lot shall be screened with a decorative masonry or concrete wall at least four (4) feet in height, or with evergreen and deciduous trees and shrubs in combination with low soil berms that will provide ample screening within three (3) growing seasons to protect the residential property.</del></p> <p><del>H. <b>Boulevard landscaping credit.</b> Twenty-five (25) percent of the boulevard landscaping, excluding sidewalks and driveways, may be credited to the interior landscaping requirement specified in item A above.</del></p>	<p>These items are re-worded above</p>
<p><del>I. <b>Foundation planting requirements.</b> For commercial, institutional and civic use buildings in all commercial zoning districts, except the C-4 Central Business Core district, at least fifty (50) percent of the frontage of the building face shall be occupied by a foundation planting bed(s) and at least twenty (20) percent of the frontage of the side of the building shall be occupied by a foundation planting bed(s). The planting beds shall be at least four (4) feet wide, mulched, and contain a mix of vegetation types (annual flowers, perennial flowers, ground cover and shrubs). For example, if a building measures one hundred twenty</del></p>	<p>Foundation requirements have been removed due to requests from engineers to relocate shrubs away from foundations due to soil conditions</p>

~~(120) feet on its face (length) by fifty (50) feet (depth), there would be sixty (60) feet of foundation plantings on the face and ten (10) feet on each of the sides.~~

**Article 4 – DESIGN STANDARDS FOR INDUSTRIAL BUILDINGS**

**Sections:**

- ~~17.44.4.010 Applicability.~~
- ~~17.44.4.020 Submittals.~~
- ~~17.44.4.030 Landscaping requirements.~~

Industrial moved to Article 3

**Article 5 – DESIGN STANDARDS FOR SINGLE FAMILY, DUPLEX AND MULTI-FAMILY DWELLINGS**

**Sections:**

- ~~17.44.4.010 Applicability.~~
- ~~17.44.4.020 Submittals.~~
- ~~17.44.4.030 Landscaping requirements.~~

Residential moved to Article 2



**Item:** Ordinance 3212, “An Ordinance Amending Title 17 of the Official Code of the City of Great Falls (OCCGF): Repealing Appendix B Pertaining to the List of Required Trees for Boulevard Areas and Street Medians.”

**From:** Planning and Community Development Department

**Initiated By:** Planning & Community Development/Legal Departments

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

**Action Requested:** City Commission accept Ordinance 3212 on first reading and set a public hearing for March 17, 2020.

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**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (accept/not accept) Ordinance 3212 on first reading and (set/not set) a public hearing for March 17, 2020.”

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

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**Staff Recommendation:** At the conclusion of a regular scheduled meeting held on January 28, 2020, the Planning Advisory Board voted to recommend that the City Commission adopt Ordinance 3212 to repeal Appendix B pertaining to the List of Required Trees for Boulevard Areas and Street Medians. Staff recommends that the City Commission accept Ordinance 3212 on first reading and set a public hearing for March 17, 2020.

**Summary:** First adopted in 2005 as the City’s first comprehensive compilation of code provisions relating to development, Title 17 to the Official Code of the City of Great Falls (OCCGF) has been modified a number of times to keep the Code relevant. Members of the City Commission and Staff have examined numerous sections of the OCCGF and have identified various types of revisions throughout different chapters of the Code. These deficiencies range from typographical errors, needed content updates, and conflicts with State and Federal law.

As part of the current comprehensive review of the City’s development process, Title 17, referred to as the “Land Development Code,” contains various development provisions and is the largest and most complex of all OCCGF Titles. In 2019, the City Commission asked Staff to look at the Code to see if there were opportunities for streamlining and improvements to provide better service and flexibility for the development community.

In late 2019, Staff undertook a review of two Chapters of the Land Development Code: Chapter 36 Parking and Chapter 44 Landscaping. Based on this review, input from focus groups, and comparison with codes from other similar communities, Staff has recommended revisions to both Chapters. These changes were brought forth to the City Commission at a Work Session on December 3, 2019 for Parking and January 7, 2020 for Landscaping. Staff also presented a summary of the changes to each Chapter at a community Town Hall meeting that was held on January 8, 2020.

**Ordinance 3212: Repealing Appendix B**

As Staff evaluated Chapter 44 and its requirements, Staff also reviewed Appendix B which contains the “List of Required Trees for Boulevard Areas and Street Medians”. Throughout the years, the discussion has arisen with the City Forester about the types of trees on this list. Several trees on the current codified list are prohibited by the City Forester because of threat of disease and insect infestation. Other trees have been added to the list to help give variety for developers and homeowners, and at times substitutions have been approved based on availability from local suppliers. Therefore, Staff proposes to repeal the Appendix so that these decisions to amend the list can be made at any time, and codification of a new is not required in the future.

Ordinance 3212 Exhibit A is a document illustrating the repeal of Appendix B of Title 17 of the OCCGF with deleted language in ~~strike through~~. The “Trees for Boulevard Areas in Great Falls” has been attached for reference. This document is proposed to replace the appendix and will be kept on file at the City.

**Alternatives:** The City Commission could deny acceptance of Ordinance 3212 on first reading and not set the public hearing.

**Concurrences:** The proposal to repeal Appendix B of Title 17 has been reviewed by the various City departments for input. The City Forester has provided his input on the Tree List that will replace the appendix.

**Attachments/Exhibits:**

- Ordinance 3212
- Ordinance 3212 Exhibit A
- Trees for Boulevard Areas in Great Falls



**ORDINANCE 3212**

**AN ORDINANCE AMENDING TITLE 17 OF THE OFFICIAL CODE OF THE CITY OF GREAT FALLS (OCCGF): REPEALING APPENDIX B PERTAINING TO THE LIST OF REQUIRED BOULEVARD AREAS AND STREET MEDIANS.**

\* \* \* \* \*

**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 throughout OCCGF Title 17, Appendix B, including lack of flexibility as urban forest conditions and tree diseases change; and

**WHEREAS**, the City Commission wishes to cure the deficiencies by repealing OCCGF Title 17, Appendix B, as well as to establish consistency within the OCCGF and, where applicable, the Montana Code Annotated; and

**WHEREAS**, at its regularly scheduled January 28, 2020, meeting, the Great Falls Planning Advisory Board voted to recommend that the City Commission adopt Ordinance 3212; and

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

**Section 1.** OCCGF Title 17, Appendix B is hereby repealed as depicted in Exhibit “A” attached hereto and by reference incorporated herein; 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 February 18, 2020.

ADOPTED by the City Commission of the City of Great Falls, Montana on second reading and public hearing March 17, 2020.

\_\_\_\_\_  
Bob Kelly, Mayor

ATTEST:

(CITY SEAL)

\_\_\_\_\_  
Lisa Kunz, City Clerk

APPROVED FOR LEGAL CONTENT:

\_\_\_\_\_  
Sara R. Sexe, City Attorney

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

I, Lisa Kunz, City Clerk of the City of Great Falls, Montana, do certify that I did post as required by law and as prescribed and directed by the Commission, Ordinance 3212 on the Great Falls Civic Center posting board and the Great Falls City website.

\_\_\_\_\_  
Lisa Kunz, City Clerk

(CITY SEAL)

Exhibit "A"

**Appendix B REPEALED.**

**Appendix B — LIST OF REQUIRED TREES FOR BOULEVARD AREAS AND STREET MEDIANS**

<b>Shade Trees — Large (50' and higher)</b>	
— American Linden	Tilia americana
— Black Walnut	Juglans nigra
— Bur Oak	Quercus macrocarpa
— Green Ash	Fraxinus pennsylvanica
— Green Ash — Bergeson	Fraxinus pennsylvanica "Bergeson"
— Green Ash — Kindred	Fraxinus pennsylvanica "Kindred"
— Green Ash — Patmore	Fraxinus pennsylvanica "Patmore"
— Green Ash — Summit	Fraxinus pennsylvanica "Summit"
— Green Ash — Centennial	Fraxinus pennsylvanica "Centennial"
— Green Ash — Prairie Spire	Fraxinus pennsylvanica "Prairie Spire"
— Hackberry	Celtis occidentalis
<b>Shade Trees — Medium (30' to 50')</b>	
— Black Ash — Fallgold	Fraxinus nigra "Fall Gold"
— Honey Locust	Gleditsia triacanthos "Inermis"
— Honey Locust — Imperial	Gleditsia triacanthos "Imperial"

Appendix B LIST OF REQUIRED TREES FOR BOULEVARD AREAS AND STREET MEDIANS

Exhibit "A"

— Honey Locust – Skyline	<i>Gleditsia triacanthos</i> "Skyline"
— Little Leaf Linden	<i>Tilia cordata</i>
— Little Leaf Linden – Greenspire	<i>Tilia cordata</i> "Greenspire"
— Little Leaf Linden – Glenleven	<i>Tilia cordata</i> "Glenleven"
— Dropmore Linden	<i>Tilia X flavescens</i> "Dropmore"
— Redmond Linden	<i>Tilia X euchlora</i> "Redmond"
— Manchurian Ash	<i>Fraxinus mandshurica</i> "Mancan"
— Ohio Buckeye	<i>Aesculus glabra</i>
— Norway Maple	<i>Acer platanoides</i>
— Norway Maple – Emerald Lustre	<i>Acer platanoides</i> "Emerald Lustre"
<b>Ornamental Trees</b>	
— Amur Chokecherry	<i>Prunus maackii</i>
— Japanese Tree Lilac	<i>Syringa reticulata</i>
— Snowbird Hawthorne	<i>Crataegis</i> sp. "Snowbird"
— Toba Hawthorne	<i>Crataegis</i> sp. "Toba"
— Mayday	<i>Prunus padus</i>
— Tatarian Maple	<i>Acer tataricum</i>

## Trees for Boulevard Areas in Great Falls



<b>Common Name</b>	<b>Botanical Name</b>	<b>Height</b>	<b>Spread</b>	<b>Notes</b>
Elm, Brandon	<i>Ulmus americana</i> 'Brandon'	40-60 ft.	30-40 ft.	Don't use where Dutch Elm Disease is present
Elm, Prairie Expedition	<i>Ulmus Americana</i> 'Lewis & Clark	50-60 ft.	40 ft.	Variety is Dutch Elm Disease resistant
Hackberry	<i>Celtis occidentalis</i>	40-60 ft.	40 ft.	Tough and adaptive tree often overlooked.
Honeylocust, Imperial	<i>Gleditsia triacanthos inermis</i> 'Impcole'	40-50 ft.	35 ft.	Tall, broad canopy. Small, compound leaves. Yellow fall color.
Honeylocust, Prairie Silk	<i>Gleditsia triacanthos inermis</i> 'Dursan'	35-40 ft.	30 ft.	Smaller variety. Small, compound leaves. Yellow fall color.
Honeylocust, Skyline	<i>Gleditsia triacanthos inermis</i> 'Skycole'	40-50 ft.	35 ft.	Tall, broad canopy. Small, compound leaves. Yellow fall color.
Linden, American	<i>Tilia americana</i>	40-50 ft.	30-40 ft.	Aka Basswood. Small, scented flowers.
Linden, Boulevard	<i>Tilia americana</i> 'Boulevard'	40-50	20-30 ft.	Narrower than American Linden. Small, scented flowers.
Linden, Glenleven	<i>Tilia codata</i> 'Glenleven'	50-70 ft.	40-50 ft.	Little-leaf linden. Small, scented flowers.
Linden, Greenspire	<i>Tilia codata</i>	35-45 ft.	25-35 ft.	Little-leaf or European linden. Yellow fall color. Scented flowers.
Linden, Dropmore	<i>Tilia x flavescens</i> 'Dropmore'	40-50 ft.	20-30 ft.	Hybrid of American and Little-leaf Linden.
Linden, Redmond	<i>Tilia americana</i> 'Redmond'	50 ft.	30 ft.	Smaller, but similar to Tilia Americana.
Linden, Harvest Gold	<i>Tilia x mongolica</i> 'Harvest Gold'	40 ft.	30 ft.	Orange fall color. Exfoliating bark.
Maple, Autumn Blaze	<i>Acer x freemanii</i> 'Jeffsred'	50-60 ft.	40 ft.	Red fall color. Can have chlorosis in heavy alkaline soils.
Maple, Sienna Glen	<i>Acer x freemanii</i> 'Sienna'	40-50 ft.	35 ft.	Orange-red fall color. Can have chlorosis in heavy alkaline soils.
Maple, Silver	<i>Acer saccharinum</i>	50-60 ft.	40 ft.	Silver underside of leaves. Large mature size. Fast growing.
Oak, Bur	<i>Quercus macrocarpa</i>	40-60 ft.	40-60 ft.	Slow growing and wind resistant.
Walnut, Black	<i>Juglans nigra</i>	50 ft.	50 ft.	Produces walnuts when mature.

\*Small ornamental trees are permitted with Staff approval under power lines and where special conditions exist. A list of ornamental trees is available at the City of Great Falls Planning and Community Development Office, Room 112 of the Civic Center.



**Item:** Ordinance 3213, “An Ordinance Amending Title 15 of the Official Code of The City of Great Falls (OCCGF): Pertaining to Buildings and Construction.”

**From:** Legal Department

**Initiated By:** Planning and Community Development Department

**Presented By:** Joseph P. Cik, Assistant City Attorney

**Action Requested:** Adopt Ordinance 3213 on second reading.

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**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (adopt/not adopt) Ordinance 3213.”

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

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**Staff Recommendation:**

Staff recommends that the City Commission adopt Ordinance 3213.

**Background:**

In 2018, the City Commission adopted Ordinance 3189 that repealed and replaced OCCGF Title 15. OCCGF Title 15 pertains to buildings and construction. Pursuant to Mont. Code Ann. Title 50, all cities and towns that adopt building or construction standards must adopt the same standards as adopted by the Montana Department of Labor and Industry (MTDOLI).

Effective December 7, 2019 the MTDOLI adopted the following building and construction standard codes:

1. The 2018 Uniform Plumbing Code;
2. The 2018 International Mechanical Code;
3. The 2018 International Fuel Gas Code;
4. The 2018 NFPA 99C Gas and Vacuum Systems;
5. The 2017 National Electrical Code;
6. The 2018 International Building Code;
7. The 2018 International Residential Code;
8. The 2018 International Existing Building Code;
9. The 2018 International Swimming Pool and Spa Code; and

10. The 2018 International Wildland-Urban Interface Code.

Pursuant to the Administrative Rules of Montana (ARM), the City of Great Falls is required to adopt these codes as well. Along with the codes themselves, the MTDOLI also adopts a number of appendices to the codes which must also be adopted by the City through an Ordinance.

The Ordinance under consideration would amend OCCGF Title 15 to comply with Mont. Code Ann. Title 50 and the ARM. The first substantive proposed amendment would adopt the above listed codes that have not previously been adopted into OCCGF Title 15. Next, the Ordinance would change language in certain provisions to adopt the appendices that have also been adopted by the MTDOLI. Finally, the Ordinance under consideration would allow the Great Falls Fire Rescue Department (GFFR) to assess fees for Fire Prevention Bureau inspections, if it deems necessary. Said fees would be set by Commission resolution.

The effective date of Ordinance 3213, if adopted, will be March 1, 2020 to comply with ARM time parameters. Ord. 3213 Exhibit "A" illustrates the proposed OCCGF Title 15 amendments. Proposed inserted language is illustrated in **bold**, and proposed deleted language is illustrated in ~~strike through~~.

Ordinance 3213 was accepted unanimously by the Commission on first reading. There was no public comment or Commission discussion.

**Concurrences:**

Planning and Community Development  
GFFR  
City Clerk's Office

**Attachments/Exhibits:**

Ordinance 3213  
Ord. 3213 Exhibit "A"

**ORDINANCE 3213**

**AN ORDINANCE AMENDING TITLE 15 OF THE OFFICIAL CODE OF THE CITY OF GREAT FALLS (OCCGF): PERTAINING TO BUILDINGS AND CONSTRUCTION.**

\* \* \* \* \*

**WHEREAS**, the City Commission established Title 15 of the OCCGF outlining provisions pertaining to Buildings and Construction; and

**WHEREAS**, the City is required to adopt the same building construction and fire safety standards as the State of Montana pursuant to Mont. Code Ann. Title 50; and

**WHEREAS**, minor amendments to OCCGF Title 15 are required to satisfy this State law requirement; and

**WHEREAS**, the City Commission may wish to establish fees for fire protection inspections in the future.

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

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

**Section 3.** This ordinance shall be in full force and effect March 1, 2020.

ACCEPTED by the City Commission of the City of Great Falls, Montana on first reading February 4, 2020.

ADOPTED by the City Commission of the City of Great Falls, Montana on second reading February 18, 2020.

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Bob Kelly, Mayor



ATTEST:

(CITY SEAL)

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Darcy Dea, Deputy City Clerk

APPROVED FOR LEGAL CONTENT:

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Joseph Cik, Assistant City Attorney

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

I, Darcy Dea, Deputy 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 3213 on the Great Falls Civic Center posting board and the Great Falls City website.

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Darcy Dea, Deputy City Clerk

(CITY SEAL)

Title 15 - BUILDINGS AND CONSTRUCTION

**Chapter 1 CODE ADOPTION**

**Sections:**

- 15.1.010 Adoption.
- 15.1.020 Design Review Board.
- 15.1.030 Commission report.
- 15.1.040 House moving license.
- 15.1.050 Insurance and bond.
- 15.1.060 Moving buildings, permit, and supervision.
- 15.1.070 Moving buildings, permit fee.
- 15.1.080 Special inspector.
- 15.1.090 Relocated structures.
- 15.1.100 Asbestos in building construction.

**15.1.010 Adoption.**

- A.** The Building Code shall be the same edition **and appendices** as adopted by the State of Montana. The Building Code is adopted pursuant to the Administrative Rules of Montana (ARM). The Building Code currently being enforced by the City of Great Falls is on file in the Planning and Community Development Department. Copies of each are available for inspection. Copies may be obtained from the Department of Labor & Industry, Building Standards Division, Building Codes and Commercial Measurements Bureau, P.O. Box 200517, Helena, MT 59620, at cost plus postage; or the International Code Council (ICC), 4051 West Flossmoor Road, Country Club Hills, IL 60478, www.iccsafe.org.
- B. The City Commission hereby also adopts the following Codes and appendices as adopted by the State of Montana:**
  - 1. The International Residential Code;**
  - 2. The International Swimming Pool and Spa Code;**
  - 3. The International Wildland-Urban Interface Code; and**
  - 4. The National Fire Protection Association ninety-nine (99).**

(Ord. 3213, 2020; Ord. 3189, 2018).

**15.1.020 Design Review Board.**

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

Title 15 - BUILDINGS AND CONSTRUCTION

(Ord. 3189, 2018).

**15.1.030 Commission report.**

During his or her term of office, the Building Official shall keep, or cause to be kept, a record of the number, description, type, occupancy, size, and valuation of every building or structure erected in the City for which certificates or permits are issued. The Building Official shall also make a monthly report, on or before the tenth day of each month, of the number of permits and certificates issued and the valuation of structures erected within the incorporated City limits and of fees collected during the preceding month.

(Ord. 3189, 2018).

**15.1.040 House moving license.**

Any person, firm, corporation, or other entity desiring to move any house or structure into, out of, or within the City limits, shall first obtain a house mover's license, the annual fee for which shall be set by City Commission resolution.

(Ord. 3189, 2018).

**15.1.050 Insurance and bond.**

Any person, firm, entity or corporation desiring to obtain a house mover's license shall make application to the Planning and Community Development Department and shall supply a commercial general liability insurance policy and license bond as specified by City Commission resolution. Upon approval of the application and payment of the annual fee, the license will be issued.

(Ord. 3189, 2018).

**15.1.060 Moving buildings, permit, and supervision.**

- A. Before any house or structure may be moved into, out of, or within the City, such licensed house movers shall make application for a permit for the moving of each separate house or structure to the Building Official, and the Building Official shall inspect the same and the route upon which house or structure is proposed to be moved.
- B. All house-moving shall be conducted under the supervision of the Building Official, and the Building Official may demand any precaution deemed advisable for the protection of the streets.
- C. Any mover shall coordinate and receive appropriate authorization from:
  - 1. All impacted public utilities;
  - 2. The Great Falls Fire Rescue Department (GFFR);
  - 3. The Great Falls Police Department (GFPD);
  - 4. The Great Falls Park and Recreation Department; and
  - 5. The Montana Department of Transportation, either by agreement or under provisions of the State for such moving and shall furnish proof of such authorization on forms supplied by the Building Official.

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D. Each application shall furnish proof of compliance with all Montana regulations for such moving.

(Ord. 3189, 2018).

**15.1.070 Moving buildings, permit fee.**

Fees for the issuance of a permit to remove any house or structure shall be as set by City Commission resolution.

(Ord. 3189, 2018).

**15.1.080 Special inspector.**

If the Building Official determines any structure over forty (40) tons requires the services of an inspector while the building is in transit, an additional inspection fee shall be paid for all the time spent on inspection.

(Ord. 3189, 2018).

**15.1.090 Relocated structures.**

Whenever a moved structure is to be relocated within the jurisdiction of the City, permits required by the Official Code of the City of Great Falls (OCCGF) shall be obtained for such work as are necessary to locate, support, anchor, and supply utilities to the structure. Foundation and/or framing work at the relocated site shall be inspected and approved by the Building Official or designee prior to such structure being placed upon the lot. Buildings or structures moved into or within the City shall comply with all applicable OCCGF provisions for new buildings or structures. Demolition of foundation and utility abandonment on the original site shall be as required by razing guidelines as set forth by the City.

(Ord. 3189, 2018).

**15.1.100 Asbestos in building construction.**

- A. All buildings scheduled for demolition which contain asbestos insulation or fireproofing must follow the safeguards listed in Title 50, Chapter 64, Montana Code Annotated. Periodic inspection pursuant to Mont. Code Ann. Title 50, Chapter 64, and this section, may be required.
- B. "Asbestos-containing spray products" means any fibrated product or compound which is applied to a surface utilizing a spray or pneumatic means of application, for whatever purpose.
- C. "Friable asbestos material" means any material that contains more than one (1) percent asbestos by weight and that can be crumbled, pulverized or reduced to powder, when dry, by hand pressure.
- D. The use of asbestos-containing spray products for whatever purpose, other than those in which the asbestos fibers are encapsulated with a bituminous or resinous binder and which are not friable after drying, in the construction, remodeling, renovation, alteration of a building or structure is prohibited.
- E. A violation of subsection (D) of this part is a misdemeanor punishable by a fine not to exceed five hundred dollars (\$500.00).

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(Ord. 3189, 2018).

## Chapter 2 MOBILE HOMES [\[2\]](#)

### Sections:

- 15.2.010 Purpose.
- 15.2.020 Unsafe structures and utilities—designated.
- 15.2.030 Unsafe structures and utilities penalty.
- 15.2.040 Appurtenances—installation.
- 15.2.050 Footing.
- 15.2.060 Pier.
- 15.2.070 Cap.
- 15.2.080 Shim.
- 15.2.090 Foundations and piers—use approval.
- 15.2.100 Skirting requirements.
- 15.2.110 Permit—fees.

### 15.2.010 Purpose.

The purpose of this regulation is to provide minimum standards to safeguard, health, safety, property, and public welfare by regulating and controlling use and occupancy of all mobile homes, trailer homes, trailers, or any similarly named structure within the City.

(Ord. 3189, 2018).

### 15.2.020 Unsafe structures and utilities—designated.

Unsafe mobile homes, trailer homes, trailers, or other similar structures designed for living purposes for one (1) or more persons are defined as follows:

- A. "Unsafe Structure" means a structure which constitutes a fire hazard or hazard to life, health, property, or public welfare by reason of use, inadequate maintenance or dilapidation, or abandonment. Any structure in which any one (1) or more of the following conditions exists shall be deemed conclusively to be an unsafe structure:
  - 1. A structure which shows damage or deterioration of the non-supporting enclosing or outside walls or covering to such an extent that they will not resist the wind pressure or lateral forces all in accordance with the standards adopted in this Chapter;
  - 2. A structure for which the loads upon the floors or roof exceed the maximum design limits; or

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3. A structure with parts that are so attached that they may fall and cause injury to persons or personal property.
- B. "Unsafe Utility" means a utility which constitutes a fire hazard or hazard to health, safety, property, or public welfare by reason of use, construction, quality of material, inadequate maintenance, or dilapidation. Any utility in which any one (1) or more of the following conditions exists shall be deemed to be an unsafe utility:
  1. Damaged gas-fired, oil-fired, or solid fuel-fired appliances; or
  2. Devices or other apparatus which have any of the following defects:
    - i. Broken or cracked heat exchangers;
    - ii. Defective or deteriorated vents, venting, or flues which permit leakage of the flue gas through the walls;
    - iii. Defective fuel supply lines;
    - iv. Insufficient air supply for combustion of the fuel;
    - v. Defective or improperly installed and/or adjusted controls and appurtenances or a lack of such required controls;
    - vi. Equipment locations which constitute a fire or explosive hazard; or
    - vii. Defective or improperly installed gas-fueled equipment.

(Ord. 3189, 2018).

**15.2.030 Unsafe structures and utilities penalty.**

- A. An unsafe structure or utility is hereby declared a Nuisance pursuant to OCCGF Title 8, Chapter 49.
- B. Owning or maintaining an unsafe structure or utility is a misdemeanor, punishable by a term not to exceed six (6) months in jail, a fine not to exceed five hundred dollars (\$500.00) or both. The Court may in its discretion order the unsafe structure or utility removed or destroyed.

(Ord. 3189, 2018).

**15.2.040 Appurtenances—installation.**

- A. Footings, piers, caps, and shims shall be installed directly under the main frame or chassis of the mobile home according to the manufacturer's recommendations, if those recommendations meet the minimum standards set out in this Chapter.
- B. All footings, piers, caps, and shims shall be located under both frame rails and shall be installed so the longest dimensions of each piece of material used for the construction of a pier and of each footing, cap, and shim are parallel to the ground and perpendicular to the frame rail. Those nearest to each end of the mobile home shall be within five (5) feet of the end of the home, and shall have a maximum spacing of ten (10) feet on the centers.
- C. All grass and organic material shall be removed from beneath the footings.

(Ord. 3189, 2018).

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**15.2.050 Footing.**

- A. A footing is that portion of the blocking between the ground and the frame rail which spreads and transmits loads directly to the soil.
- B. All footings shall be of a material impervious to rot which has a minimum weight-bearing ability equal to or greater than a solid piece of wood having minimum nominal dimensions of two (2) inches by twelve (12) inches by eighteen (18) inches.
- C. Each footing may be constructed from more than one (1) piece of material, provided that each piece of material has minimum nominal dimensions of not less than two (2) inches by twelve (12) inches by eighteen (18) inches, unless smaller dimensions are approved by the section prior to use.
- D. All footings shall be at least four (4) inches longer and four (4) inches wider than the pier resting upon it, unless smaller dimensions are approved by the section prior to use.

(Ord. 3189, 2018).

**15.2.060 Pier.**

- A. A pier is a vertical structural support that transmits the load from the mobile home chassis to the footing.
- B. A pier shall be constructed of a material or materials which have a minimum weight-bearing ability equal to or greater than a standard eight (8) inches by eight (8) inches by sixteen (16) inches minimum celled concrete block. If a celled material, e.g., a celled concrete block or an expanded shell, is used to construct piers, the material shall be installed so the open end of each cell is perpendicular to the frame rail and to the ground.
- C. A pier shall be not less than eight (8) nominal inches wide and shall be the same width as a cap resting upon it.
- D. A pier eight (8) inches in height, or less, may be constructed of more than one (1) piece of material provided each piece has minimum nominal dimensions of two (2) inches by four (4) inches by sixteen (16) inches.
- E. A pier more than eight (8) inches in height may be constructed of more than one (1) piece of material having minimum nominal dimensions of eight (8) inches wide, eight (8) inches high, and sixteen (16) inches long, provided that the pieces fit flush, one (1) to another.

(Ord. 3189, 2018).

**15.2.070 Cap.**

- A. A cap is a covering structure that is placed between the pier and shim to provide a surface on which the shims may rest so as to transmit the mobile home load uniformly to the pier-bearing surface.
- B. All piers shall be topped with a cap not more than four (4) inches in height and not less than eight (8) nominal inches wide and sixteen (16) inches long.
- C. Each cap shall be constructed of the same material throughout and may be constructed of more than one (1) piece of said same material, each having minimum nominal dimensions of one (1) inch by eight (8) inches by sixteen (16) inches.

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(Ord. 3189, 2018).

**15.2.080 Shim.**

- A. A shim is a thin tapered slip of wood or metal used to fill in between the cap and mobile home chassis for the purpose of leveling the mobile home.
- B. All shims shall be four (4) inches or less in thickness and wide enough to provide bearing over the width of the cap.
- C. The shims shall be driven tight between the cap and the frame rail to provide uniform bearing and leveling.

(Ord. 3189, 2018).

**15.2.090 Foundations and piers—use approval.**

Other types of piers and foundations, including heavy metal adjustable screw columns, of equal performance and weight-bearing ability may be used when approved by the Building Official or designee. Tie-downs shall be provided to resist overturning caused by seismic or wind loadings.

(Ord. 3189, 2018).

**15.2.100 Skirting requirements.**

All mobile homes placed upon mobile home zoned lots shall have the space below the mobile home skirted by weatherproof materials compatible with the exterior design of the mobile home. When such skirting is placed around a mobile home that has combustion air for the furnace and hot water tank taken from beneath the unit, provision shall be taken to louvre the air intake to outside of the skirt. A proper louvre shall be placed over the intake to prevent the entrance of birds and rodents.

(Ord. 3189, 2018).

**15.2.110 Permit—fees.**

A fee for each permit to place a mobile home on a lot outside of a licensed trailer court shall be set by Commission resolution and paid to the Planning and Community Development Department.

(Ord. 3189, 2018).

**Chapter 3 INTERNATIONAL ENERGY CONSERVATION CODE**

**Section:**

15.3.010 Adoption.



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**15.3.010 Adoption.**

The International Energy Conservation Code (IECC) shall be the same edition **and appendices** as adopted by the State of Montana. The IECC is adopted pursuant to the Administrative Rules of Montana. The IECC currently being enforced by the City of Great Falls is on file in the Planning and Community Development Department. Copies of each are available for inspection. Copies may be obtained from the Department of Labor & Industry, Building Standards Division, ~~Building Codes Bureau~~ **Building and Commercial Measurements Bureau**, P.O. Box 200517, Helena, MT 59620, at cost plus postage; or the International Code Council (ICC), 4051 West Fossmoor Road, Country Club Hills, IL 60478, [www.iccsafe.org](http://www.iccsafe.org).

(Ord. 3213, 2020; Ord. 3189, 2018).

**Chapter 4 INTERNATIONAL EXISTING BUILDING CODE**

**Section:**

15.4.010 Adoption.

**15.4.010 Adoption.**

The International Existing Building Code (IEBC) shall be the same edition **and appendices** as adopted by the State of Montana. The IEBC is adopted pursuant to the Administrative Rules of Montana. The IEBC currently being enforced by the City of Great Falls is on file in the Planning and Community Development Department. Copies of each are available for inspection. Copies may be obtained from the Department of Labor & Industry, Building Standards Division, ~~Building Codes Bureau~~ **Building and Commercial Measurements Bureau**, P.O. Box 200517, Helena, MT 59620, at cost plus postage; or the International Code Council (ICC), 4051 West Floosmoor Road, Country Club Hills, Ill 60478, [www.iccsafe.org](http://www.iccsafe.org).

(Ord. 3213, 2020; Ord. 3189, 2018).

**Chapter 5 MECHANICAL CODE**

**Section:**

15.5.010 Adoption.

## Exhibit "A"

### Title 15 - BUILDINGS AND CONSTRUCTION

#### 15.5.010 Adoption.

The Mechanical Code shall be the same edition **and appendices** as adopted by the State of Montana. The Mechanical Code is adopted pursuant to the Administrative Rules of Montana. The Mechanical Code currently being enforced by the City of Great Falls is on file in the Planning and Community Development Department. Copies of each are available for inspection. Copies may be obtained from the Department of Labor & Industry, Building Standards Division, ~~Building Codes Bureau~~ **Building and Commercial Measurements Bureau**, P.O. Box 200517, Helena, MT 59620, at cost plus postage; or the International Code Council (ICC), 4051 West Flossmoor Road, Country Club Hills, IL 60478, [www.iccsafe.org](http://www.iccsafe.org).

(Ord. 3213, 2020; Ord. 3189, 2018).

## Chapter 6 PLUMBING CODE

### Sections:

15.6.010 Adoption.

15.6.020 Authority designated.

15.6.030 Permit fees.

15.6.040 Plumbing requirements.

15.6.050 Permit issuance.

15.6.060 Homeowner's permit.

15.6.070 Medical gas requirements.

15.6.080 Violation—penalty.

#### 15.6.010 Adoption.

The Uniform Plumbing Code shall be the same edition **and appendices** as adopted by the State of Montana. The Uniform Plumbing Code is adopted pursuant to the Administrative Rules of Montana. The Uniform Plumbing Code currently being enforced by the City of Great Falls is on file in the Planning and Community Development Department. Copies of each are available for inspection. Copies may be obtained from the Department of Labor & Industry, Building Standards Division, ~~Building Codes Bureau~~ **Building and Commercial Measurements Bureau**, P.O. Box 200517, Helena, MT 59620, at cost plus postage; or the International Association of Plumbing and Mechanical Officials (IAPMO), 20001 Walnut Drive South, Walnut, CA 91789-2825.

(Ord. 3213, 2020; Ord. 3189, 2018).

#### 15.6.020 Authority designated.

The Great Falls Building Official or designee shall have the authority to enforce this Chapter.

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(Ord. 3189, 2018).

**15.6.030 Permit fees.**

Permit fees shall be set by City Commission resolution.

(Ord. 3189, 2018).

**15.6.040 Plumbing requirements.**

For purposes of definition, plumbing shall involve all sections of the Uniform Plumbing Code, except Chapter 12, Fuel gas piping.

(Ord. 3189, 2018).

**15.6.050 Permit issuance.**

Permits shall be issued only to plumbing contractors or homeowners who meet the requirements of this Chapter, or Title 37, Chapter 69, of the Montana Code Annotated.

(Ord. 3189, 2018).

**15.6.060 Homeowner's permit.**

An owner of a single-family residence used exclusively for personal **occupancy** use may install all sanitary plumbing or potable water supply piping. The standard fee schedule applies to all permits obtained under this Chapter.

(Ord. 3213, 2020; Ord. 3189, 2018).

**15.6.070 Medical gas requirements.**

For purposes of definition medical gas systems shall involve only National Fire Protection Association 99 Gas and Vacuum Systems current edition.

(Ord. 3189, 2018).

**15.6.080 Violation—penalty.**

A violation of any provision of this Chapter is a misdemeanor, punishable by a term not to exceed six (6) months in jail, a fine not to exceed five hundred dollars (\$500.00), or both. A violation of this Chapter may also result in a revocation of any special business license issued pursuant to OCCGF Title 5.

(Ord. 3189, 2018).

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**Chapter 7 INTERNATIONAL FUEL GAS CODE**

**Sections:**

15.7.010 Adoption.

15.7.020 Definition.

15.7.030 Permit fees.

15.7.040 Fuel Gas piping requirements.

15.7.050 Permit issuance.

15.7.060 Violation—penalty.

**15.7.010 Adoption.**

The International Fuel Gas Code shall be the same **edition and appendices** as adopted by the State of Montana. The International Fuel Gas Code is adopted pursuant to the Administrative Rules of Montana. The International Fuel Gas Code currently being enforced by the City of Great Falls is on file in the Planning and Community Development Department. Copies of each are available for inspection. Copies may be obtained from the Department of Labor & Industry, Building Standards Division, ~~Building codes Bureau~~ **Building and Commercial Measurements Bureau**, P.O. Box 200517, Helena, MT 59620, at cost plus postage; or the International Code Council (ICC), 4051 West Flossmoor Road, Country Club Hills, IL 60478, [www.iccsafe.org](http://www.iccsafe.org).

(Ord. 3213, 2020; Ord. 3189, 2018).

**15.7.020 Definition.**

The Fuel Gas Code Official shall be the Great Falls Building Official or designee.

(Ord. 3189, 2018).

**15.7.030 Permit fees.**

Permit fees shall be set by City Commission resolution.

(Ord. 3189, 2018).

**15.7.040 Fuel Gas piping requirements.**

For purposes of definition, fuel gas piping shall involve only the International Fuel Gas Code.

(Ord. 3189, 2018).

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**15.7.050 Permit issuance.**

Only a gas fitting contractor licensed pursuant to OCCGF Title 5, shall be eligible to obtain a permit for fuel gas piping systems.

(Ord. 3189, 2018).

**15.7.060 Violation—penalty.**

A violation of any provision of this Chapter is a misdemeanor, punishable by a term not to exceed six (6) months in jail, a fine not to exceed five hundred dollars (\$500.00), or both. A violation of this Chapter may result in the revocation of any special business license issued pursuant to OCCGF Title 5.

(Ord. 3189, 2018).

**Chapter 8 ELECTRICAL CODE**

**Sections:**

15.8.010 Adoption.

15.8.020 Homeowner electrical permit.

15.8.030 Application—homeowner's permit.

15.8.040 Electrical permit issuance.

15.8.050 Permit fees.

15.8.060 Violation—penalty.

**15.8.010 Adoption.**

The Electrical Code shall be the same edition **and appendices** as adopted by the State of Montana. The Electrical Code is adopted pursuant to the Administrative Rules of Montana. The Electrical Code currently being enforced by the City of Great Falls is on file in the Planning and Community Development Department. Copies are available for inspection. Copies may be obtained from the Department of Labor & Industry, Building Standards Division, ~~Building codes Bureau~~ **Building and Commercial Measurements Bureau**, P.O. Box 200517, Helena, MT 59620, at cost plus postage; or the National Fire Protection Association, Inc., #1 Battery march Park, Quincy, Massachusetts, 02269, [www.necdirect.org](http://www.necdirect.org).

(Ord. 3213, 2020; Ord. 3189, 2018).

**15.8.020 Homeowner electrical permit.**

An individual may obtain an electrical permit for doing electrical work on his or her own property or residence, provided that said property or residence is maintained for his or her own use. The electrical

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work shall be done by the owner or a member of the family residing at the same address. Any other individual(s) performing work under the electrical permit are in violation of this Chapter.

(Ord. 3189, 2018).

#### **15.8.030 Application—homeowner's permit.**

Any person desiring a homeowner's permit under the provisions of this Chapter shall first file an application for registration. The application shall set forth the location of the building where the work is proposed to be done, state that the applicant is the owner of said building, and attest to understanding applicable provisions of this Chapter and electrical codes. Permit fees shall be established by City Commission resolution.

(Ord. 3189, 2018).

#### **15.8.040 Electrical permit issuance.**

Electrical permits may be issued only to a person, firm, corporation, or other entity qualified or licensed under applicable Montana state law and the OCCGF, or to individuals qualifying as homeowners pursuant to this Chapter.

(Ord. 3189, 2018).

#### **15.8.050 Permit fees.**

Electrical permit fees shall be set by City Commission resolution.

(Ord. 3189, 2018).

#### **15.8.060 Violation—penalty.**

A violation of any provision of this Chapter is a misdemeanor, punishable by a term not to exceed six (6) months in jail, a fine not to exceed five hundred dollars (\$500.00), or both. A violation of this Chapter may result in the revocation of any special business license issued pursuant to OCCGF Title 5.

(Ord. 3189, 2018).

## **Chapter 9 FIRE CODE**

### **Sections:**

15.9.010 International Fire Code—adoption.

15.9.020 Definitions.

15.9.030 Bureau of Fire Prevention—established—duties.

15.9.040 Pipes thawed with torch prohibited.

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15.9.050 Violation—penalty.

**15.9.010 International Fire Code—adoption.**

- A. The City of Great Falls hereby adopts the most currently Montana state adopted International Fire Code (IFC) **and appendices**, as may be administratively amended by the Great Falls Fire Rescue Department (GFFR).
- B. A copy of the IFC, as may be amended, is available for inspection in the City Clerk's office and the GFFR Fire Marshall's office.
- C. Copies of the IFC may also be obtained from the International Code Council.

(Ord. 3213, 2020; Ord. 3189, 2018).

**15.9.020 Definitions.**

Whenever the following words are used in the IFC, the following definitions shall apply:

- A. "Chief of the Bureau of Fire Prevention" means the Great Falls Fire Rescue Department (GFFR) Chief.
- B. "Corporation Counsel" means the Great Falls City Attorney.
- C. "Jurisdiction" means the incorporated City limits of Great Falls.
- D. "Removal" in relation to storage tanks includes vents and fill pipes and all other incidental hardware.

(Ord. 3189, 2018).

**15.9.030 Bureau of Fire Prevention—established—duties.**

- A. The IFC shall be enforced by the GFFR Bureau of Fire Prevention, under the supervision of the Fire Chief.
- B. **The GFFR Fire Prevention may, in the discretion of the Fire Marshall, assess fees for inspections and/or re-inspections of premises for compliance with the IFC. Said fees shall be set by Commission resolution.**

(Ord. 3213, 2020; Ord. 3189, 2018).

**15.9.040 Pipes thawed with torch prohibited.**

- A. It is unlawful to use any torch or other flame-producing device for the purpose of thawing out any pipe in or under any house, building, or structure in the incorporated City limits.
- B. A violation of this section is a misdemeanor punishable by a term not to exceed six (6) months in jail, a fine not to exceed five hundred dollars (\$500.00), or both.

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- C. Costs incurred by City emergency personal responding to a violation of this section may be assessed as a lien on the subject property by Commission resolution.

(Ord. 3189, 2018).

**15.9.050 Violation—penalty.**

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

(Ord. 3189, 2018).

**Chapter 10 SCREENING**

**Sections:**

- 15.10.010 Title.
- 15.10.020 Purpose.
- 15.10.030 Enforcement.
- 15.10.040 Definitions.
- 15.10.050 Screening—required.
- 15.10.060 Violations and penalties.

**15.10.010 Title.**

This Chapter shall be known as the Great Falls Screening Code (GFSC).

(Ord. 3189, 2018).

**15.10.020 Purpose.**

The purpose of this Code is to provide a standard to enhance life, health, property, and public welfare by requiring the screening of salvage establishments. The intent is to present a visually attractive appearance, allowing only standard fencing materials or landscaping methods.

(Ord. 3189, 2018).



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**15.10.030 Enforcement.**

The Planning and Community Development Director or designee is authorized and directed to enforce this Code.

(Ord. 3189, 2018).

**15.10.040 Definitions.**

- A. "Public view" means a point six (6) feet above the surface of the center of any adjacent public right-of-way including but not limited to avenues, streets, and alleys.
- B. "Salvage" or "scrap" means fragments of material discarded as waste in manufacturing operations, or machines, tools, equipment, or parts thereof no longer in serviceable condition, or such items and materials no longer used for their original intent or purpose or such items or materials which are valuable only as raw material for reprocessing. Classes of scrap include but are not limited to:
  - 1. Metal;
  - 2. Rubber;
  - 3. Textiles,
  - 4. Rope;
  - 5. Paper;
  - 6. Leather;
  - 7. Lumber;
  - 8. Plastics; and
  - 9. Equipment made of such material.
- C. "Salvage or scrap dealer" means any place of business which is maintained, operated or used for storing, keeping or selling salvage. This excludes a motor vehicle graveyard, garbage dump, or sanitary landfill which are regulated by other OCCGF provisions.

(Ord. 3189, 2018).

**15.10.050 Screening—required.**

- A. Screening, in compliance with the provisions of this Chapter, is required for the accumulation, storage, or disposal of salvage or scrap.
- B. Screening refers to fencing or other manmade barriers to conceal salvage from public view. It also refers to natural barriers. Any screening barrier must conform to all local zoning, planning, building provisions, and any other legal restrictions that may be in effect for each property.
- C. If a fence is used, the boards may be spaced and/or slanted to reduce wind load. The space which can be seen from a broadside view will not be more than one and one-half (1½) inches wide when viewed at any angle from forty-five (45) degrees to ninety (90) degrees to the fence. The interval between spaces will not be less than seven and one-half (7½) inches. Chain-link metal fences with standard fiberglass or other inserts are acceptable, provided the gap between adjacent slats does not exceed one and one-half (1 ½) inches. The breaks in the fence may be vertical or at any angle; they cannot be horizontal.

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- D. Fences are to be constructed of sound building materials. Rough dimensional lumber or better is acceptable. Slabs are not considered rough dimensional lumber. Plastics or other materials that are placed over the salvage or scrap are not acceptable. Trees and shrubs can best be used in conjunction with other screening materials to improve the appearance of the salvage or scrap facility. Screening other than the two (2) types of fencing specifically approved above (metal and wood) but of equivalent permanence, attractiveness, and screening qualities are also acceptable, if approved by the Board of Adjustment in compliance with OCCGF Title 17.
- E. Screening with shrubs and trees, while not subject to precise measurements, is to provide a similar degree of screening at all times of the year. A berm may be constructed of any solid material, including stumps, demolition debris, etc. The slopes of the berm are to be covered and graded smooth, with not less than three (3) inches of topsoil and seeded with an adequate seeding formula.
- F. No more than one (1) of the approved screening materials is to be used on one (1) side of the premises. Trees and shrubs may be placed on the outside of the screening material. Other sides may use different approved materials.
- G. The screening is to be maintained by the property or salvage dealer in a neat and workmanlike manner and in compliance with all applicable Official Code of the City of Great Falls provisions. Screening is to be replaced when necessary by the property owner or salvage dealer. Damage by criminal acts, or other causes, is at the risk of the owner or designee.
- H. Signage on the screening must comply with OCCGF Title 17.

(Ord. 3189, 2018).

#### **15.10.060 Violations and penalties.**

- A. A violation of this Chapter is a misdemeanor, punishable by a term not to exceed six (6) months in jail, a fine not to exceed five hundred dollars (\$500.00), or both.
- B. A property that contains any violation of this Chapter is hereby declared a Nuisance as defined by OCCGF Title 8, Chapter 49.

(Ord. 3189, 2018).

## **Chapter 11 DESIGN PROFESSIONALS**

### **Section:**

15.11.010 Requirement for design professionals.

#### **15.11.010 Requirement for design professionals.**

Where structural integrity, mechanical, electrical, or plumbing complexity, or any other applicable code provision necessitates it, the Building Official may require plans, computations, and specifications to be prepared and designed by an engineer or architect licensed by the State of Montana.

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(Ord. 3189, 2018).

**Chapter 12 APPLICABILITY**

**Sections:**

15.12.010 Applicability.

15.12.020 Appeals.

**15.12.010 Applicability.**

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

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

(Ord. 3189, 2018).

**15.12.020 Appeals.**

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

(Ord. 3189, 2018).