



**City Commission Meeting Agenda
2 Park Drive South, Great Falls, MT
Gibson Room, Civic Center
October 20, 2020
7:00 PM**

UPDATES CONCERNING PROCESS OF MEETINGS

Due to the COVID-19 health concerns, the format of the City Commission meeting may be modified to accommodate Commission member attendance in person, via a remote location/virtual meeting method, or to appear telephonically. In order to honor the Right of Participation and the Right to Know (Article II, Sections 8 and 9 of the Montana Constitution), modifications have also been made for public participation. Public participation is welcome in the following ways:

- Attend in person. Refrain from attending in person if you are not feeling well. The City will require social distancing at the meeting, and may limit the number of persons in the meeting room according to applicable health guidelines.
- Provide public comments via email. Comments may be sent via email before 12:00 PM on Tuesday, October 20, 2020, to: commission@greatfallsmt.net. Include the agenda item or agenda item number in the subject line, and include the name of the commenter and either an address or whether a city resident. Due to tracking and dissemination requirements, written communication must be received by that time in order to be shared with the City Commission and appropriate City staff for consideration during the agenda item and before final vote on the matter; and, will be so noted in the official record of the meeting.
- Call-in. The mayor will announce specific public comment periods. At that time, the public may call [406-761-4786](tel:406-761-4786) to provide public comment specific to that agenda item. All callers will be in a queued system and are asked to remain on hold and be patient. Calls will be taken in the order in which they are received. **When your call is answered, mute the online or television audio to avoid time-delayed background noise/feedback, and do not use speakerphone when commenting.** Callers will be restricted to customary time limits. We ask for your patience in the event there are technical difficulties.

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL / STAFF INTRODUCTIONS

AGENDA APPROVAL

CONFLICT DISCLOSURE / EX PARTE COMMUNICATIONS

PROCLAMATIONS

1. Extra Mile Day, Red Ribbon Week and YWCA Week Without Violence.

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 either your address or whether you are a city resident 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. Total Expenditures of \$2,785,332 for the period of September 16, 2020 through October 7, 2020, to include claims over \$25,000, in the amount of \$2,108,531.

7. Minutes, October 6, 2020, City Commission Meeting.

8. Contracts List.

9. Set a public hearing on Resolution 10375, establishing the rates, fees and penalties associated with Title 10 of the Official Code of the City of Great Falls (OCCGF) pertaining to the City's parking system for November 4, 2020.

10. Approve the Amended Interlocal Agreement for the Montana Firefighter Testing Consortium (MFFTC) adding Frenchtown Rural Fire District and Kalispell Fire Department to the Consortium and authorize the City Manager to execute the agreement.

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

PUBLIC HEARINGS

11. Lease Agreement with Electric City Archers of Great Falls for City owned property within Wadsworth Park. *Action: Conduct a public hearing and approve or deny the agreement. (Presented by Steve Herrig)*

12. Lease Agreement with River City Harvest for City owned property located in Community Hall Park. *Action: Conduct a public hearing and approve or deny the agreement. (Presented by Steve Herrig)*

13. Lease Agreement with Sunburst Unlimited Incorporated for City owned property located in Community Hall Park. *Action: Conduct a public hearing and approve or deny the agreement. (Presented by Steve Herrig)*

OLD BUSINESS

NEW BUSINESS

ORDINANCES / RESOLUTIONS

CITY COMMISSION

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

ADJOURNMENT

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



Commission Meeting Date: October 20, 2020
CITY OF GREAT FALLS
COMMISSION AGENDA REPORT

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

PRESENTED BY: Finance Director

ACTION REQUESTED: Approval with Consent Agenda

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

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

ACCOUNTS PAYABLE CHECK RUNS FROM NEW WORLD SEPT. 24, 2020 - OCT 7, 2020	1,001,720.68
ACCOUNTS PAYABLE CHECK RUNS FROM MUNIS SEPT. 24, 2020 - OCT 7, 2020	1,723,362.08
MUNICIPAL COURT ACCOUNT CHECK RUN FOR SEPT. 16, 2020 - SEPT. 30, 2020	60,249.16
TOTAL: \$	<u><u>2,785,331.92</u></u>

SPECIAL REVENUE FUND

PARK DISTRICT

MONTANA PETERBILT LLC	CAB & CHASSIS W/ HOOK LIFT	78,177.00
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CAPITAL PROJECTS

GENERAL CAPITAL

KUGLIN CONSTRUCTION	OF 1709.1 HISTORIC PRESERVATION OF 10TH ST BRIDGE	26,329.19
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ENTERPRISE FUNDS

WATER

ADVANCED ENGINEERING & ENVIRONMENTAL SERVICES INC	OF 1637.1 WTP FILTRATION IMPROVEMENTS	42,204.82
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INTERNAL SERVICES FUND

HEALTH & BENEFITS

MONTANA MUNICIPAL INTERLOCAL AUTHORITY	OCT 2020 EMPLOYEE INSURANCE DEDUCTIBLES AND PREMIUMS	936,688.30
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TRUST AND AGENCY

COURT TRUST MUNICIPAL COURT

CITY OF GREAT FALLS	FINES & FORFEITURES COLLECTIONS	51,044.64
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PAYROLL CLEARING

STATE TREASURER	MONTANA TAXES	79,837.77
ICMA RETIREMENT TRUST	EMPLOYEE CONTRIBUTIONS	
FIREFIGHTER RETIREMENT	FIREFIGHTER RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	51,808.39
STATEWIDE POLICE RESERVE FUND	POLICE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	67,571.12
PUBLIC EMPLOYEE RETIREMENT	PUBLIC EMPLOYEE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	124,603.07
US BANK	FEDERAL TAXES, FICA & MEDICARE	197,896.63
LABORERS INTERNATIONAL UNION	EMPLOYEE CONTRIBUTIONS	27,639.76
MONTANA MUNICIPAL INTERLOCAL AUTHORITY	3RD QTR WORKER'S COMPENSATION	359,625.66

UTILITY BILLS

NORTHWESTERN ENERGY	SEPTEMBER 2020 SLD CHARGES	65,104.35
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CLAIMS OVER \$25000 TOTAL:

\$ 2,108,530.70

JOURNAL OF COMMISSION PROCEEDINGS
October 6, 2020

Regular City Commission Meeting

Mayor Pro Tempore Moe presiding

CALL TO ORDER: 7:00 PM

Civic Center Gibson Room 212

PLEDGE OF ALLEGIANCE

ROLL CALL/STAFF INTRODUCTIONS: City Commission members participated electronically via Zoom: Bob Kelly, Tracy Houck, Mary Sheehy Moe, Owen Robinson and Rick Tryon. Present were the City Manager Greg Doyon and Deputy City Manager Chuck Anderson, City Clerk Lisa Kunz; Interim Fire Chief Jeremy Jones; Park and Recreation Director Steve Herrig; Public Works Director Paul Skubinna; Planning and Community Development Director Craig Raymond; Finance Director Melissa Kinzler; City Attorney Sara Sexe; and, Police Chief Dave Bowen.

The format of the City Commission meeting is being conducted in a virtual video-conferencing environment. In order to honor the Right of Participation and the Right to Know (Article II, Sections 8 and 9 of the Montana Constitution), public participation is welcomed as follows:

- Attend in person. Refrain from attending in person if you are not feeling well. The City will require social distancing at the meeting, and may limit the number of persons in the Commission Chambers according to applicable health guidelines.
- Provide public comments via email. Comments may be sent via email before 12:00 PM on Tuesday, October 6, 2020, to: commission@greatfallsmt.net. Include the agenda item or agenda item number in the subject line, and include the name and address of the commenter. Written communication received by that time will be shared with the City Commission and appropriate City staff for consideration during the agenda item and before final vote on the matter; and will be so noted in the official record of the meeting.
- Call-in. The public may call in during specific public comment periods at [406-761-4786](tel:406-761-4786). All callers will be in a queued system and are asked to remain on hold and be patient. Calls will be taken in the order in which they are received. Callers will be restricted to customary time limits. We ask for your patience in the event there are technical difficulties.

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

CONFLICT DISCLOSURE/EX PARTE COMMUNICATIONS: None.

PETITIONS AND COMMUNICATIONS

1. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

Mike Witsoe, City resident, appeared telephonically, and commented in opposition for various reasons to the commitment of the City Commission to move forward with a new aquatics facility.

NEIGHBORHOOD COUNCILS

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2. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

None.

BOARDS AND COMMISSIONS

3. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

Commissioner Robinson reported that the census count was extended to the end of this month. Montana has achieved 98.5% of the estimated count. It has been difficult for the Indian Reservations due to Covid-19 closures, but they have started drive-through reporting. Commissioner Robinson concluded that he will provide a final report in November.

CITY MANAGER

4. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

City Manager Greg Doyon reported on the following:

- City Prosecutor Mark Dunn received an award from the Cascade County DUI Task Force recognizing his work in prosecuting DUI cases. From March 2019 to March 2020 the Legal Department prosecuted 161 DUI cases.
- Ten proposals were received in response to the Request for Proposal (RFP) for the Indoor Recreation & Aquatics Facility. A committee will review and rank each proposal separately, and the top three proposals will be scheduled for an interview. Due to a lot of questions being asked about this project a Q & A or commonly asked question section will be added to the Park & Recreation webpage. With regard to funding the City's match of the \$10 million dollar grant with Park District funding, bond counsel would have told the City long ago if that was not an appropriate use of those funds for that purpose.
- The United States Air Force (USAF) issued its intent to begin an Environmental Impact Study (EIS) on Ground Based Strategic Deterrent (GBSD) project.
- The spread of Covid continues within City departments with one active case and 12 employees quarantined. He suggested the Commission have a conversation about the continuation of virtual meetings to limit exposure.
- He has been meeting with the Malmstrom Air Force Base TIGER teams on issues of racial discrimination, and connected them with local African American leaders and representatives from the Montana Defense Alliance military affairs committee.
- October 23rd - 25th he hosted a virtual/in person ICMA conference that included a panel discussion on race relations in Montana. Marcus Collins, Lanni Klasner and Rob Moccasin participated in the panel facilitated by Shane Etzweiler. Other Montana city managers greatly benefitted from the discussion. He is exploring opportunities to engage the Neighborhood Councils on this subject.

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- The City is seeking applicants for two openings on the Board of Adjustment and Appeals, and one three-year position and one alternate member position on the Ethics Committee.

Mayor Pro Tempore Moe inquired if the Commission members had any questions.

Commissioner Tryon noted that he has received a lot of questions and heard misconceptions and concerns about the Indoor Recreation & Aquatics Facility. He inquired about how and when the questions and issues would be vetted publicly.

Manager Doyon commented that there was a tight timeframe from when the Commission authorized staff to submit the grant application, knowing that the City would be committing Park Maintenance District dollars. He discussed site control and proximity to Malmstrom Air Force Base being an important part of scoring. After the Commission takes action on selecting a consultant may be a good time to have that discussion.

Commissioner Tryon inquired if it was a requirement to have a shovel ready site or one within proximity to MAFB, or both.

Manager Doyon responded that control over the property for the site was a requirement, and that proximity was a function of operation. In order for the facility to be used as pitched it must be readily accessible to the airmen and their families at Malmstrom.

Mayor Pro Tempore Moe concurred that a frequently asked questions section on the website would be helpful.

CONSENT AGENDA.

5. Minutes, September 15, 2020, City Commission Meeting.
6. Total Expenditures of \$4,420,528 for the period of September 1, 2020 through September 23, 2020, to include claims over \$25,000, in the amount of \$3,628,031.
7. Contracts List.
8. Renew the Mutual Aid and Assistance Agreement for Water and Wastewater Utilities and authorize the City Manager to execute the document.
9. Approve the Esri Small Enterprise Agreement for County and Municipal Government in the amount of \$153,000 total over a three-year term and authorize the City Manager to execute the Agreement documents.
10. Award a construction contract in the amount of \$217,345 to WVH Enterprises, LLC, for the Great Falls Fire Station No. 4 Phase 2 Renovation project, and authorize the City Manager to execute the construction contract documents. **OF 1727.5**

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11. Set a public hearing for October 20, 2020 to consider a lease agreement of City owned property located in Wadsworth Park with the Electric City Archers of Great Falls.
12. Set a public hearing for October 20, 2020 to consider a lease agreement of the north portion of City owned property located in Community Hall Park with River City Harvest.
13. Set a public hearing for October 20, 2020 to consider a lease agreement of the south portion of City owned property located in Community Hall Park with Sunburst Unlimited Incorporated.

Commissioner Robinson moved, seconded by Mayor Kelly and Commissioner Houck, that the City Commission approve the Consent Agenda as presented.

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

Commissioner Robinson referred to Item 10 and commented that Fire Station 4 has been closed going on 10 months. He inquired the timeframe for project completion.

Manager Doyon responded February, 2021. Interim Fire Chief Jeremy Jones provided information pertaining to what has been working well with regard to staffing during peak call times to offset the impact to that area during the construction phase. Project completion is anticipated in February, but the contractor is concerned about getting material and supplies in a timely manner.

Commissioner Robinson commented that the plan has worked well, and he complimented the Fire Department for a remarkable job of taking care of the City's fire rescue needs using only three of the City's four facilities. He inquired if any of the other three fire stations had problems to this degree.

Interim Fire Chief Jones updated the Commission on work completed at other facilities, and concluded that staff is making a plan to address Fire Station 2 in the future.

There being no further discussion, Mayor Pro Tempore Moe called for the vote.

Motion carried 5-0.

PUBLIC HEARINGS

14. **TURBO TRANSPORTATION GROUP LLC ANNEXATION AND ZONING REQUEST OF TRACT 1B OF CERTIFICATE OF SURVEY NO. 5077 AND THE ADJOINING RIGHT OF WAY OF JASPER ROAD; MINOR SUBDIVISION OF DOUBLE T ESTATES.**

A) Resolution 10372, to annex Tract 1B of Certificate of Survey No. 5077 and the adjoining right-of-way of Jasper Road; minor subdivision of Double T Estates.

B) Ordinance 3224, to assign C-3 Highway Commercial zoning for Lots 1-3 and R-2 Single-family Medium Density for Lot 4 of Double T Estates.

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City Attorney Sara Sexe reported that, because she is a resident of the area, Assistant City Attorney Joe Cik is in attendance to advise the Commission on this matter.

Mayor Pro Tempore Moe declared the public hearing open and asked for presentation of the staff report.

Planning and Community Development Director Craig Raymond reported that this item is a public hearing on Resolution 10372 to annex certain property and rights-of-way as legally defined in the agenda report, approve of a four lot subdivision and Ordinance 3224 which, if approved, will assign C-3 zoning to proposed lots 1-3 and R-2 zoning to lot 4.

The proposal is multi-faceted and proposed to be completed in phases. The applicant, Turbo Transportation Group, LLC, is proposing annexation of a four lot minor subdivision, and establishment of zoning for Tract 1B of Certificate of Survey No. 5077. The subject property is approximately 40.77 total acres. The property is currently undeveloped land located within Cascade County adjacent to the City limits on the west side of Great Falls near the airport and Highway 15 and between Denny's and the Crystal Inn and the Belleview Palisades residential subdivision.

Phase 1 includes development of Lot 1 of Double T Estates as a truck wash facility. Future phases are expected to include development of a truck repair facility and offices for Turbo Transportation Group on Lot 2, and a 180-unit mini-storage facility on Lot 3. The draft maps attached to the agenda report depict the three commercial uses being proposed at the very western portion of the property adjacent and nearest to other existing and similar commercial uses. As such the configuration and zoning of C-3 is most appropriate. The proposed lot 4 is intended to be a multiple lot residential subdivision. It is not known at this time precisely how many lots will be proposed for future development. Until it goes through a specific and subsequent review and public hearing process before the Planning Board and City Commission, the land will remain undeveloped but zoned as R-2 Single Family Medium Density zoning. What is known at this time is that the absence of a specific plan for lot 4 is creating some concern and the Commission should consider some alternative options rather than a simple approval or denial of the presented application. Some options to consider are:

- 1) Table any further discussion and a decision on the matter until a date certain in the hopes that the applicant will apply for and receive a subdivision in the county and then amend the original application with the City for annexation and zoning of the currently proposed lots 1-3 (roughly 14.8 acres) only for consideration.
- 2) Staff has discussed with the applicant the possibility of granting an approval but with the condition that a no-build easement or deed restriction be placed on Lot 4 until such time that a detailed plan is brought forth and approved.

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As is the case with virtually all necessary public improvements that are needed to support commercial and residential annexations and developments, the applicant and developer will be required to fund all public utilities and roadway infrastructure.

Spencer Woith, Woith Engineering, residing at 3300 Jasper Road, representing the owners, reported that this project is unique. They attempted to subdivide in the County. Because it is a 4-lot subdivision, it brought certain issues associated with the county regulations that were legit for a normal county subdivision, but didn't make sense for this project because the intent all along was to annex the entire property. Because it is one parcel it has to be treated as one parcel. By zoning R-2 on the 26-acre lot 4, without going through a subdivision process, the county could only allow one residence on that entire parcel.

Their development plans for lots 1, 2, and 3 have enough detail to move forward. In looking at a good way to move forward with a good plan for lot 4, they had a number of meetings with City staff about connectivity, ingress/egress, infrastructure and storm drainage. The intention was to annex the entire parcel. The City can't annex and zone only three of the four lots. Their primary business right now is moving forward on lots 1, 2, and 3 with the understanding that they will come back with a plan for lot 4.

If it makes the Commission more comfortable, the owners are okay with putting a no-build construction restriction on lot 4 at this time knowing that they need to come up with a plan and bring it back before the Commission with all of the details worked out.

Mayor Pro Tempore Moe asked if the Commission members had any clarifying questions.

Commissioner Tryon inquired if Turbo Trucking was a local company and responded to in the affirmative. Commissioner Tryon understands the truck wash, offices, repair and mini-storage facilities, but is curious why Turbo Trucking wants to get into residential development.

Mr. Woith responded that is part of why he is involved and the lot 4 details still need to be worked out.

Mayor Pro Tempore Moe inquired the anticipated length of time for clearer plans for lot 4.

Mr. Woith responded about six months to present to staff for review.

Mayor Pro Tempore Moe inquired the anticipated timeframe for completion of the truck wash, offices, truck repair, and the storage units.

Mr. Woith responded that they would like to start the truck wash this fall.

Mayor Pro Tempore Moe inquired if completion of each project took into account the traffic impact at the Fox Farm intersection.

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Director Raymond responded that, since this project is primarily a trucking facility it is hard to know what the dispersal percentage will be. He does anticipate that some of the traffic will come through the Fox Farm intersection.

Mayor Pro Tempore Moe inquired if Director Raymond's alternatives were contained in the Agenda Report for this item and the response was no.

Commissioner Tryon inquired what the applicant would do if the owners received approval this evening, but for whatever reason the plan for lot 4 doesn't get approved.

Director Raymond responded the lot could remain vacant.

Mr. Woith added that it is definitely a risk at this point moving forward with this process. It would be a one lot, 26-acre residential household in the city. It puts the onus on the owner and designer to move forward with an acceptable plan. If the plans for lot 4 didn't get approved, they would pay higher taxes because they chose to go with the City annexation process.

Without having a complete plan, Commissioner Houck expressed concerns about the 84-units proposed for lot 4. She inquired if there have been discussions with other advisory groups or entities.

Director Raymond responded that this item has gone through a public hearing with the Planning Advisory Board/Zoning Commission. The Board recommended approval as submitted. It has also been before the Neighborhood Council that recommended approval as well.

Commissioner Houck inquired if the Planning Board or Neighborhood Council considered the alternative options.

Director Raymond responded that the Board and Council were fine with the item as submitted. The recommended alternatives came up more recently out of concerns for lot 4.

Mayor Pro Tempore Moe asked if there were any public comments in support of Resolution 10372 and Ordinance 3224.

Appearing telephonically in support of Resolution 10372 and Ordinance 3224 was **Brett Doney**, Great Falls Development Authority (GFDA), 405 3rd Street NW, Suite 203. Mr. Doney commented that this project is important to grow and diversify the manufacturing and logistics industries. He reminded the Commission that the residential subdivision question is not before the Commission for consideration this evening.

Speaking in opposition to Resolution 10372 and Ordinance 3224 was:

David McClendon, City resident, expressed opposition to Jasper Road being an easement right for Lot 4.

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Mr. Woith clarified that an easement on Jasper Road had been established for the Bel-View Palisade subdivision. With this application, the City is requesting to set aside an easement for a connection to Jasper Road, if it is determined by the City at any point in the future they want lot 4 connection to Jasper Road.

Mayor Pro Tempore Moe closed the public hearing and asked the will of the Commission.

Commissioner Robinson moved, seconded by Mayor Kelly, that the City Commission adopt Resolution 10372 to annex Tract 1B of Certificate of Survey No. 5077 including the adjoining right-of-way of Jasper Road and the accompanying Findings of Fact/Basis of Decision, and approve the Improvement Agreement, all subject to the Conditions of Approval being fulfilled by the applicant.

Mayor Pro Tempore Moe asked if there was any discussion amongst the Commission members.

Commissioner Tryon commented that he was uncomfortable moving forward right now without considering more closely the alternative options of Director Raymond, without transparency in knowing who is involved in this project, and what the owner's expectation will be down the road for the 84-unit subdivision if this is approved tonight.

Commissioner Robinson commented that the biggest argument he has heard against City government is that the City Commission reacts too slowly to development. This is a company that has an idea of developing a commercial property for a trucking center, offices, repair and mini-storage facilities. That is what is being considered tonight. The other part of the land they don't know exactly how it will be developed but they need it zoned so that they can sell the land to a developer who is interested in developing it. The Commission doesn't need to know what the development looks like at this point. The Commission needs to look at the development as a commercial development on three lots, move forward with allowing the development, be happy for the additional taxes and for the additional development, and in knowing that something will be coming down the line even though the details are not known yet. He doesn't believe the owner would want to bring the property into the City limits without developing it.

Commissioner Tryon noted his support of the commercial development.

Mayor Kelly agreed with Commissioner Robinson's summary. This is a complex combination of county zoning regulations and requirements versus the need to annex this property in whole to make it go seamlessly further down the road. We have heard from the potential developer that he understands that there are a lot of restrictions that have been put in place by the City regarding access, fire ingress and egress, road connectivity, and infrastructure. There is nothing to preclude any kind of entity from owning real estate and developing it. The developer has the onus of presenting a plan that the Commission can publicly hear, discuss and vote on. It will create a better tax base for the City. He appreciates all of the players' cooperation.

Mayor Pro Tempore Moe commented that she had concerns about the unknown nature of lot 4, and alternatives being given at the meeting that were not included in the agenda report.

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There being no further discussion, Mayor Pro Tempore Moe called for the vote.

Motion carried 5-0.

Commissioner Robinson moved, seconded by Commissioner Tryon, that the City Commission approve the minor subdivision of Tract 1B of Certificate of Survey No. 5077 as legally described in the staff report and the accompanying Findings of Fact/Basis of Decision, subject to the Conditions of Approval being fulfilled by the applicant.

Mayor Pro Tempore Moe asked if there was any further discussion amongst the Commission. Hearing none, Mayor Pro Tempore Moe called for the vote.

Motion carried 5-0.

Commissioner Robinson moved, seconded by Mayor Kelly and Commissioner Tryon, that the City Commission adopt Ordinance 3224 to assign C-3 Highway Commercial zoning for Lots 1-3 and R-2 Single-Family Medium Density zoning for Lot 4 of the proposed Double T Estates Subdivision and the accompanying Findings of Fact/Basis of Decision, subject to the Conditions of Approval being fulfilled by the applicant.

Motion carried 5-0.

15. LITTLE SHELL TRIBE OF CHIPPEWA INDIANS OF MONTANA ANNEXATION AND ZONING REQUEST FOR TRACT 2 OF CERTIFICATE OF SURVEY NO. S-0005156 LOCATED ALONG STUCKEY ROAD.

A) Resolution 10369, to annex the property legally described as Tract 2 of Certificate of Survey No. S-0005156.

B) Ordinance 3223, to assign M-2 Mixed-Use Transitional Zoning.

Mayor Pro Tempore Moe declared the public hearing open and asked for presentation of the staff report.

Planning and Community Development Director Craig Raymond reported that this agenda item is a proposal to annex and establish zoning for property owned by the Little Shell Tribe of Chippewa Indians of Montana.

The subject property is located off Stuckey Road immediately north of the former Montana Egg facility. The property already has a building that is used as an event center that they desire to increase in use. As such, having full access to city utilities and emergency services is beneficial to this goal.

Staff recommends the M-2 Mixed Use Transitional designation based on the current use of the property, the current zoning of the property within the County, and the City's past actions to create more flexible Mixed-use zoning areas along other roadway corridors in the City and the potential

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for other annexations in the immediate vicinity that would likely fit the M-2 zoning designation in the foreseeable future.

The City is also working with the Montana Department of Transportation to improve and pave Stuckey Road right up to a portion of the Little Shell property. The Tribe will be responsible for the last 30 feet, and for the installation of required public utilities.

Mayor Pro Tempore Moe asked if the Commission members had any questions of Director Raymond. Hearing none, Mayor Pro Tempore Moe asked for public comment in favor of Resolution 10369 and Ordinance 3223.

Appearing telephonically in support of Resolution 10369 and Ordinance 3223 was **Brett Doney**, Great Falls Development Authority (GFDA), 405 3rd Street NW, Suite 203. Mr. Doney commented that GFDA supports the Little Shell Tribe in development of its facilities that will serve their tribal members as well the community at large, and supports the development of Stuckey Road.

No one spoke in opposition to Resolution 10369 and Ordinance 3223.

Mayor Pro Tempore Moe closed the public hearing and asked the will of the Commission.

Commissioner Robinson moved, seconded by Mayor Kelly and Commissioner Tryon, that the City Commission adopt Resolution 10369 to annex the property legally described as Tract 2 Certificate of Survey No. S-0005156 including the adjoining right-of-way, and the accompanying Findings of Fact/Basis of Decision, and approve the Improvement Agreement, all subject to the Conditions of Approval being fulfilled by the applicant.

Mayor Pro Tempore Moe asked if there was any discussion amongst the Commission members.

Commissioner Robinson noted that paving Stuckey Road is great for development in that area.

There being no further discussion, Mayor Pro Tempore Moe called for the vote.

Motion carried 5-0.

Commissioner Tryon moved, seconded by Mayor Kelly, that the City Commission adopt Ordinance 3223 to assign M-2 Mixed-Use Transitional Zoning to the property legally described as Tract 2 of Certificate of Survey No. S-0005156 and the accompanying Findings of Fact/Basis of Decision, subject to the Conditions of Approval being fulfilled by the applicant.

Mayor Pro Tempore Moe asked if there was any further discussion amongst the Commissioners. Hearing none, Mayor Pro Tempore Moe called for the vote.

Motion carried 5-0.

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16. ORDINANCE 3222, APPROVING THE AMENDED AND RESTATED URBAN RENEWAL PLAN FOR THE DOWNTOWN URBAN RENEWAL DISTRICT AND TO APPROVE THE CIVIC CENTER PROJECT AS AN URBAN RENEWAL PROJECT (OF 1636).

Mayor Pro Tempore Moe declared the public hearing open and asked for presentation of the staff report.

City Manager Greg Doyon alerted the Commission to a text message he received from Shane Etzweiler, President/CEO of the Great Falls Area Chamber of Commerce that, due to audio/video issues, he is requesting that this item be postponed and implored the City to look at other options with regard to the Civic Center. Manager Doyon suggested a short recess.

Mayor Pro Tempore Moe called a recess at 8:28 PM. The meeting resumed at 8:35 PM. Manager Doyon commented that it is a mixed bag with technology. There are areas that don't have great internet reception and it is tough to determine the quality or their ability to listen in on the meetings. If the Commission has concerns about technology, options are to postpone this or the remaining items to a special meeting or to a date certain.

After a brief discussion, it was the will of the Commission to complete the meeting.

Planning and Community Development Director Craig Raymond commented that he wanted to make it clear that the action tonight is not a final approval for the use of Tax Increment Financing (TIF) funds for the Civic Center renovation. This item is consideration of the Planning and Community Development Department's request to conduct a public hearing and adopt Ordinance 3222.

The purpose of the Downtown Urban Renewal Plan (DURP) Amendment is to specifically identify the Civic Center as a property worthy of preservation and improvements. The only other building specifically mentioned in the DURP is the Rocky Mountain Building. Given the Civic Center's prominence and importance to the downtown, as well as the economic generation of the Convention Center and Mansfield Theater, TIF funds are an appropriate means to finance much needed repairs.

Director Raymond reviewed minor edits to the plan characterized as housekeeping.

On August 11, 2020, he presented the proposed amendments to the Planning Advisory Board per statute in order to gain concurrence that the amendment is consistent with the Growth Policy. The Planning Advisory Board did agree that it is consistent. He also presented the proposed DURP amendments to the Downtown Development Partnership (DDP), the recommending body to the City Commission for matters related to the Downtown TIF, and they have recommended approval to the City Commission.

Mayor Pro Tempore Moe asked if the Commission members had any questions of Director Raymond. Hearing none, Mayor Pro Tempore Moe asked for public comment in favor of Ordinance 3222.

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Appearing telephonically in support of Ordinance 3222 was **Brett Doney**, Great Falls Development Authority (GFDA), 405 3rd Street NW, Suite 203, noting GFDA's support of the proposed changes to the Downtown Urban Renewal Plan.

No one spoke in opposition to Ordinance 3222.

Mayor Pro Tempore Moe asked if Director Raymond had any further comments.

Director Raymond commented that he will be bringing forward the TIF application for funding in the near future. He will be presenting the application to the DDP at their October meeting for their recommendation to the Commission.

Mayor Pro Tempore Moe closed the public hearing and asked the will of the Commission.

Commissioner Tryon moved, seconded by Mayor Kelly, that the City Commission adopt Ordinance 3222 approving the Amended and Restated Urban Renewal Plan for the Downtown Urban Renewal District and to approve the Civic Center project as an urban renewal project.

Mayor Pro Tempore Moe asked if there was any discussion amongst the Commission members.

Commissioner Robinson noted that the page numbers Director Raymond referred to were different than what he had in his agenda packet.

Director Raymond explained the page numbers referred to differed due to the different sized agenda packets from first and second readings.

There being no further discussion, Mayor Pro Tempore Moe called for the vote.

Motion carried 5-0.

OLD BUSINESS

NEW BUSINESS

ORDINANCES/RESOLUTIONS

17. **ORDINANCE 3225, REQUEST FROM MIKE AND SHEILA STAIGMILLER AND MARK AND MARY STAIGMILLER ASSIGING R-2 SINGLE-FAMILY MEDIUM DENSITY TO TRACT 1 AND REMAINDER TRACT 1-A OF CERTIFICATE OF SURVEY NO. 4120, PROPERTIES ADDRESSED AS 2001, 2003 AND 2005 UPPER RIVER ROAD.**

Planning and Community Development Director Craig Raymond reported that this agenda item is a request to accept Ordinance 3225 on first reading and to set a public hearing for November 4, 2020.

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The Owners of properties addressed as 2001, 2003 and 2005 Upper River Road filed a petition to annex their properties and assign R-2 Single-Family Medium Density zoning upon annexation.

Each of these properties is within the Upper Lower River Road Water and Sewer District Number 5. These districts were established in order to provide the opportunity to connect to city water and sewer services. These services are needed to help correct water quality and public health problems that arose subsequent to the moderate density residential development being approved in the county.

Due to the public health emergency, the water and sewer districts were able to apply for special loans to help finance the needed utility extensions. In this case, the extensions are already in place and services are available to those property owners within district 5 at this time. Each owner then simply has to pay a contractor to hook up the lines and pay for connection fees which are typical for these types of service connections.

Mayor Pro Tempore Moe asked if the Commission members had any questions for Director Raymond. Hearing none, Mayor Pro Tempore Moe asked the will of the Commission.

Commissioner Robinson moved, seconded by Mayor Kelly, that the City Commission accept Ordinance 3225 on first reading and set a public hearing for November 4, 2020.

Mayor Pro Tempore Moe asked if there were any comments from the public, or any discussion amongst the Commission members. Hearing none, Mayor Kelly called for the vote.

Motion carried 5-0.

18. **RESOLUTION 10371, RELATING TO FINANCING CERTAIN PROPOSED IMPROVEMENTS; ESTABLISHING COMPLIANCE WITH REIMBURSEMENT BOND REGULATIONS UNDER THE INTERNAL REVENUE CODE TO ALLOW THE REIMBURSEMENT FOR COSTS OF IMPROVEMENTS FOR THE RECREATION AND AQUATIC FACILITY BY BOND PROCEEDS (OF 1770.0).**

Finance Director Melissa Kinzler reported that at the June 16, 2020 work session, staff had presented to the City Commission on the submission of a proposal that would allow the City to receive matching funds from the Office of Economic Adjustment for a \$20,000,000 indoor recreation and aquatic facility. The City would receive \$10,000,000 toward the recreation and aquatic facility. The City Commission was informed at that meeting that the City would hear back on the proposal in August and would need to submit the grant application in a short timeframe. The City was short-listed and submitted the grant application on August 26, 2020. At the September 15, 2020 City Commission meeting the City Commission authorized the City Manager to accept the DCIP grant if awarded, in the amount of \$10,000,000 as a match for the new Aim High/Big Sky Recreation Facility. The City received notification on September 18, 2020 that the grant was awarded, pending execution of documentation.

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Resolution 10371 is a reimbursement resolution for costs associated with improvements for the design, construction, and furnishing of a recreation and aquatic facility. This resolution will allow reimbursement by bond proceeds for costs that have occurred prior to the bond issuance.

Mayor Pro Tempore Moe asked if the Commission members had any questions for Director Kinzler.

Commissioner Tryon commented that he doesn't have Agenda Item 18 in his agenda packet. He inquired what costs there were prior to bond issuance.

Mayor Kelly asked if he was correct in stating that this is a process the City needs to go through to begin on the project to start accruing costs that are eligible to be reimbursed if and when the City might move forward with the project itself and was responded to in the affirmative.

Director Kinzler commented, for example, the City is in discussions with an architect for project design. The costs would be reimbursable until the bond is issued.

Commissioner Houck moved, seconded by Mayor Kelly and Commissioner Robinson, that the City Commission adopt Resolution 10371.

Mayor Pro Tempore Moe asked if there were any comments from the public.

Appearing telephonically in support of Resolution 10371 was **Brett Doney**, Great Falls Development Authority (GFDA), 405 3rd Street NW, Suite 203. Mr. Doney commented that this is standard procedure, but Exhibit "A" seems to be very specific for a project in the preliminary stages. He is excited about this project, but encouraged the City to look at affordability and accessibility for use of this facility.

Appearing telephonically in opposition to Resolution 10371 was **John Hubbard**, City resident, commenting that he opposed taxing people that don't have jobs and can't feed themselves.

Mayor Pro Tempore Moe asked if there was any discussion amongst the Commission members.

Commissioner Tryon asked for clarification with regard to costs up until now.

Director Kinzler read the description of the project, Exhibit "A" attached to Resolution 10371.

Commissioner Tryon asked if there were any costs incurred up to this point. Director Kinzler responded no.

Mayor Pro Tempore Moe called for the vote.

Motion carried 5-0.

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CITY COMMISSION

19. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

Commissioner Houck commented that a member of the community, Sally Smith, is missing. Her family and friends are worried about her safety. She provided her picture, information about the vehicle description and license plate number, and asked that everyone be on the lookout for her or her vehicle.

Commissioner Robinson commented that if candidates running for office post pictures with the Civic Center building in the background, it does not mean that the City Commission endorses that person.

He also noted that a hero of his, Eddie Van Halen, passed away today.

Mayor Kelly thanked Mayor Pro Tempore Moe for running the meeting and for everyone's patience with the technology tonight.

20. COMMISSION INITIATIVES.

None.

ADJOURNMENT

There being no further business to come before the Commission, **Commissioner Tryon moved, seconded by Mayor Kelly, to adjourn the regular meeting of October 6, 2020, at 9:07 p.m.**

Motion carried 5-0.

Mayor Pro Tempore Mary Sheehy Moe

City Clerk Lisa Kunz

Minutes Approved: October 20, 2020

CITY OF GREAT FALLS, MONTANA

COMMUNICATION TO THE CITY COMMISSION

DATE: October 20, 2020

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

PRESENTED BY: Lisa Kunz, City Clerk

ACTION REQUESTED: Ratification of Contracts through the Consent Agenda

MAYOR’ S SIGNATURE: _____

CONTRACTS LIST

	DEPARTMENT	OTHER PARTY (PERSON OR ENTITY)	PERIOD	AMOUNT	PURPOSE
A	Planning and Community Development	Big Sky Select Properties, LLC.	Perpetual	N/A	Grant of Easement for the purpose of constructing and maintaining a parking lot, and pedestrian trail and any appurtenances located in Section 01, in NW2SW4 in NESW MK B, T20N R3E P.M.M. Cascade County, Montana, and City of Great Falls parcel described as

					Section 02, in SESE MK B Elks Riverside Park, T20N R3E P.M.M. Cascade County, Montana (CR: Milwaukee Station Apartments project approved 081820.11)
B	Planning and Community Development	Big Sky Select Properties, LLC.	Perpetual	N/A	Grant of Easement for the purpose, uses, and scope of a general access easement for utilities, access and landscaping located in a 20' utility easement, 34' access and utility easement, and a 20' landscape easement across Sight and Sound Park, parcel in the NE ¼ Section 11, T20N R3E, P.M.M. Cascade County, Montana (CR: Milwaukee Station Apartments project approved 081820.11)
C	Planning and Community Development	Big Sky Select Properties, LLC.	Perpetual	N/A	Grant of Easement for the purpose, uses, and scope of a general access easement for temporary construction across Sight and Sound Park, parcel in the NE1/4 Section 11 T20N R3E, P.M.M. Cascade County, Montana (CR: Milwaukee Station Apartments project approved 081820.11)
D	Administration	Great Falls Development Authority (Local Economic Development Organization (EDO))	04/08/2020 – 04/08/2022	EDO may receive up to \$375 per eligible net new job created by AB for documented cost with	Ratification of Management Plan and Business Assistance Agreement that outline EDO's general technical assistance, coordination of funding sources, assurances of compliance with all applicable state requirements for the

		Crago Inc., dba PrintingCenterUSA (Assisted Business (AB))		reimbursement not to exceed a total of \$2,250	Montana Department of Commerce Big Sky Economic Development Trust Fund Program Contract #MT-BSTF-1-20-30 to assist AB with expanding its business, purchasing new equipment and creating additional jobs in Great Falls (CR: BSTF Contract 070720.9C, and Res. 10337, Submittal of Grant Application 030320.16)
E	Public Works	Cascade County	10/20/2020 – Until project completion or otherwise earlier terminated	City/County each responsible for material and labor for the project as set forth in the Agreement.	Interlocal Agreement setting forth the terms and conditions of the City of Great Falls’ application of a 3” overlay of asphalt on a portion of Upper River Road owned by the City of Great Falls and a portion owned by Cascade County



Commission Meeting Date: October 20, 2020

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Resolution 10375- A resolution by the City Commission of the City of Great Falls, Montana, establishing the rates, fees and penalties associated with title 10 of the Official Code of the City of Great Falls (OCCGF) pertaining to the City’s parking system.

From: Craig Raymond, Director, Planning & Community Development

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

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

Action Requested: City Commission set public hearing on Resolution 10375 for November 4, 2020.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (set/not set) a public hearing for Resolution 10375 for November 4, 2020.”

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 set a public hearing on November 4, 2020, so that public testimony can be heard and considered prior to final action on the Resolution.

Summary:

In March of 2020, a series of events transpired that ultimately led to the realization that replacement of on-street parking meters and enforcement policies and procedures were necessary in order to provide a higher level of security, accountability, and efficiency. At this time, the City is purchasing multi-space electronic pay stations to be installed along Central Avenue, parking enforcement and back-office software and License Plate Recognition (LPR) equipment and software. Resolution 10375 provides for technology user fee adjustments to help offset ongoing costs associated with adopting, using, and maintaining new technology in the parking program.

Background:

Over the years, the Downtown Parking Program has been beset by numerous challenges that have left the system fund balance in an “at risk” status. In March of 2020, the COVID pandemic and an untimely break-in at the north parking garage office ultimately forced staff and the Parking Advisory Commission (PAC) to re-evaluate needs and priorities for the planned improvements to the parking system. While

Staff has always been aware that old meter equipment and enforcement technology put the city at risk if/when failures occur, staff has always been able to adjust and cobble together solutions to resolve the immediate problem. What recent events have shown staff however, is that certain failures are catastrophic to the health of the program fund balance and the ability to adapt to changing circumstances.

City staff with the support of the PAC have initiated the purchase of new electronic multi-space parking meters that will replace old single space parking meters along Central Avenue. Staff is also in the process of finalizing details of a contract that will replace our current parking enforcement and back-office parking permit and citation management software. Lastly, staff are proposing to adopt a new enforcement process by adopting LPR equipment and technology. The proposed software is designed to function with each element of the system: revenue control, enforcement, permit management, complete validation program and collections.

The specific vendor that was chosen has adopted a unique cost recovery option that places certain costs and fees on those users that use different elements of the software as opposed to spreading the entire cost across all users equally whether or not they use all parts of the program or system. For example, only those users who receive a citation will receive a \$3.00 Citation Management Platform (CMP) fee in addition to the normal fine of \$5, \$10, \$20 or \$100. Only those users who receive a citation and do not pay the fine and CMP fee within 30 days will receive an additional 25% fee above the citation amount and CMP fee. Additional fees will also accumulate based on costs associated with letters and invoices sent and other efforts related to the collections or appeal process. Users who purchase monthly parking passes in the garages or surface lots will pay an additional \$2.50 per month for the digital permits. The transaction fee for Mobile Payment for Parking (MPP) fee will be increased from \$.25 to \$.35.

Due to the suspension of most parking enforcement activities and lack of on-street parking meter revenue, the fund balance has steadily decreased since March. Staff is recommending that user fees be established so that traditional revenue streams can continue to be committed to operations and facility maintenance and improvements as we continue to recover from the economic consequence of suspending certain activities and fees while supporting the downtown businesses during the COVID pandemic.

Fiscal Impact:

The majority of the user fees that will be paid is passed through to the software vendor supplying the parking system software. The only exception to this is \$.10 of each \$.35 Mobile Payment for Parking (MPP) fee will remain with the City to help cover costs associated with merchant service fees and credit card transactions that the City will incur for offering convenient payment options to the customer.

Alternatives:

The City Commission may elect to not set a public hearing and either recommend changes to Resolution 10375 or adopt a different cost recovery model.

Concurrences:

The Parking Advisory Commission has formally recommended implementation of each new element of equipment and technology. The PAC will also review and provide a specific recommendation on Resolution 10375 prior to the public hearing.

Attachments/Exhibits:

Resolution 10375

Software Order Form (attachment of software contract under separate consideration)

RESOLUTION NO. 10375

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, ESTABLISHING THE RATES, FEES AND PENALTIES ASSOCIATED WITH TITLE 10 OF THE OFFICIAL CODE OF THE CITY OF GREAT FALLS (OCCGF) PERTAINING TO THE CITY'S PARKING SYSTEM.

WHEREAS, Title 10 of the OCCGF provides for various parking system related rates, fees and penalties to be established by Resolution; and

WHEREAS, a financially sound parking system and properly maintained parking facilities are essential to the continuing redevelopment of downtown Great Falls and to the many citizens and visitors who use those facilities; and

WHEREAS, the revenues earned by the parking system at this time are inadequate to provide for continuing operation without subsidies from other sources; and

WHEREAS, implementation of new equipment and technology require additional revenue to cover direct costs; and

WHEREAS, the Parking Advisory Commission has studied this matter and set forth the recommendations herein.

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

(1) Metered Parking.

A. Metered parking rate. The rate for metered parking shall be \$1.00 per hour.

B. Courtesy ticket. The first violation by a particular vehicle, as identified by license plate number, for failure to pay for parking as required by OCCGF Title 10, Chapter 9, or for an expired meter or overtime parking as provided by OCCGF Title 10, Chapter 9, shall result in the issuance of a courtesy ticket. Said courtesy ticket, thanks the driver for visiting downtown Great Falls and reminds him or her of the parking regulations. Courtesy tickets will not be issued for any of the other violations listed in OCCGF Title 10. A courtesy ticket will not be issued to the occupant of a vehicle that is associated with unpaid fees and/or penalties.

C. Accelerated penalties per year for failure to pay, expired meter, and overtime violations. The penalty for the second violation for failure to pay for metered

parking as set forth in OCCGF Title 10, Chapter 21, or violation of expired meter or overtime parking as set forth in OCCGF Title 10, Chapter 21, shall be \$5. The penalty for the third violation shall be \$10; and, all subsequent violations by a particular vehicle within one year shall be \$20 for each violation.

D. Other parking penalties. Penalties for all other violations listed in Title 10, of the OCCGF shall be \$20, except the fine for violations in disabled parking zones shall be \$100.

E. Miscellaneous parking fees.

- i. A \$.35 per transaction Mobile Payment for Parking (MPP) fee will be added to each parking transaction using the Mobile Payment App.
- ii. A \$3.00 per ticket paid, Citation Management Platform (CMP) Service and License fee will be added to each citation paid.
- iii. An additional 25% (CMP) service fee will be added to each citation that has not been paid within 30 days after the date of the citation for collection efforts.
- iv. A \$10 administrative fee shall be added to all penalties that are not paid within thirty (30) days after the date of the citation.
- v. A \$1.50 per notification letter fee shall be added to all citations that require notification letters to be sent to the registered owner(s) of vehicles which receive citations that are not paid within the (30) days after the date of the citation
- vi. Pursuant to OCCGF Title 10, Chapter 10, the immobilization or “boot” fee shall be \$150.
- vii. Pursuant to OCCGF Title 10, Chapter 9, the daily charge for a meter bag shall be \$5.
- viii. Pursuant to OCCGF Title 10, Chapter 9, the monthly metered parking permits shall be \$25.
- ix. Pursuant to OCCGF Title 10, Chapter 9, a nonrefundable \$100 fee must accompany an application to establish a freight or passenger loading zone, which is in addition to the actual costs of marking and/or signing the zone if the application is approved. The fee shall be waived for passenger loading zones at public schools.

x. Pursuant to OCCGF Title 10, Chapter 9, a \$75 combined application and installation fee shall be charged for disabled parking zones.

(2) **Courtesy parking.** Pursuant to OCCGF 10, Chapter 9, the cost of a courtesy parking space shall be \$400 per year for each parking space on Central Avenue, and \$300 per year for each parking space that is within the Downtown Parking Management District, but not on Central Avenue. This annual fee is in addition to the actual cost of installing the courtesy parking sign(s).

(3) **Pedlet Space Lease.** The cost for leasing each on-street parking space for the construction and occupancy of a “Pedlet” shall be the same cost as is established for a "Courtesy Parking Spot" prorated by month for the duration that the “Pedlet” consumes each on-street parking spot.

(4) **City parking facilities.** Pursuant to OCCGF Title 10, Chapter 9, the City Manager shall, on recommendation of the Parking Advisory Commission, establish the hourly, daily and monthly lease rates charged for parking in City owned or operated off street lots or garages.

A. **Parking Ramps/Garages.** The monthly lease rates for the City’s parking ramps/garages located at Second Avenue South/Third Street and First Avenue North/Fourth Street North shall be \$51 monthly. The City Manager may negotiate and authorize special incentive rates for bulk parking leases for customers who either lease numerous garage spaces and/or pre-pay leases for a period of one year or more. All fees for leases shall be non-refundable.

B. **City parking lots.** The lease rates for parking lots 2, 4, 6, 7 & 8, shall be \$0.50 per hour/\$5 per day/\$35 monthly. The City Manager may negotiate and authorize special incentive rates for bulk parking leases for customers who either lease numerous surface lot spaces and/or pre-pay leases for a period of one year or more. All fees for leases shall be non-refundable.

C. **Digital Permits for Parking.** A \$2.50 per month service and license fee will be added to each active monthly garage or parking lot permit.

(5) **Parking management district map.** The “Official Parking Management District Map of the City of Great Falls, Montana,” is adopted as appended to this Resolution.

BE IT FURTHER RESOLVED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, that Resolution No. 10375 supersedes Resolution 10292 on March 1, 2021.

PASSED AND ADOPTED by the City Commission of the City of Great Falls,
Montana, November 4, 2020.

Bob Kelly, Mayor

ATTEST:

Lisa Kunz, City Clerk

(CITY SEAL)

APPROVED FOR LEGAL CONTENT:

Joseph Cik, Assistant City Attorney

ORDER FORM

This Order Form (the "Order Form"), effective as of _____, is being entered into by and between Passport Labs, Inc. and Great Falls, MT ("Customer") pursuant and subject to the Software License and Service Agreement (the "Agreement") entered into by the Parties as of _____. Upon execution, this Order Form shall be incorporated by reference in and subject to the Agreement. Capitalized terms used but not defined herein shall have the same meanings as set forth in the Agreement.

I. SUMMARY OF THE PRODUCTS AND SERVICES

WHEREAS, the National Cooperative Purchasing Alliance Administration (the "NCPA") issued Requests for Proposals: #04-18 for Parking Products and Services, #26-16 Integrated Parking Management, and #12-16 License Plate Recognition Parking Management System.

WHEREAS, the NCPA issued Passport an annual contract for these aforementioned Requests for Proposals.

WHEREAS, Contractor desires to provide professional services as related to those matters and as defined herein to the City, and the City desires to use these services, pursuant to this Order Form, together with any Product Specific Terms attached hereto and made a part hereof in Schedule 1 and the SOW attached hereto and made a part hereof as Schedule 2, contains the terms and conditions applicable to the Products and related services purchased pursuant to the Agreement.

PRODUCTS AND SERVICES	
Mobile Payment for Parking Platform ("MPP")	<input checked="" type="checkbox"/>
Custom-Branded MPP	<input type="checkbox"/>
Citation Management Platform ("CMP")	<input checked="" type="checkbox"/>
Harvester	<input type="checkbox"/>
Digital Permits for Parking Platform ("DPP")	<input checked="" type="checkbox"/>
License Plate Recognition Platform ("LPR")	<input checked="" type="checkbox"/>

II. FEES

A. Fees. The fees are as follows:

Products and Services	Fee(s)	Fee Type(s)
Mobile Payment for Parking ("MPP"):		
Per Transaction MPP Service and License Fee	\$0.25	Per Transaction ¹
Maximum Convenience Fee Passed through to Parking Customers	\$0.35	Per Transaction
Citation Management Platform ("CMP"):		
CMP Service and License Fee	\$3.00	Per Ticket Paid
Additional CMP Service and License Fee After Citation Amount Escalation	25% of escalated citation amount	Per Ticket Paid
Cost Per Notification Letter Sent by Passport	\$1.50	Per Notification Letter
Digital Permits for Parking ("DPP"):		
DPP Service and License Fee	\$2.50	Per Active Permit per month
Merchant Services Fee	Passport App: 2.9% + \$0.25 Shared Services: 2.9% + \$0.25	

¹ 1. An MPP "Transaction" is a single parking session lasting less than twenty-four (24) hours in duration.

Payment Gateway Fee	Passport App: \$0.05 Shared Services: \$0.05
Monthly Minimum Fee	DPP: \$1,500.00

LPR Subscription Pricing Table

LPR Pricing	
Hardware: LPR Unit	\$25,750.00
Hardware: Wheel Imaging Kit	\$0.00
Hardware Implementation: PM & Training	\$3,500.00
Hardware Implementation: Mobile Installation	\$2,000.00
Hardware Implementation: Travel	\$2,000.00
One Time System Cost	\$3,840.00
Recurring Software Cost: Base Software	\$4,880.00
Recurring Software Cost: Patroller Connection	\$375.00
Annual Support: Mobility Support	\$315.00
Annual Support: Support Server	\$3,150.00
Annual Support: Preventative Maintenance	\$2,000.00
Extended Warranty	\$10,773.00
One-Time Total	\$47,863.00
Annual Recurring Total	\$10,720.00
<i>Per System Per Year</i>	
<i>Per Unit Per Year</i>	
Total Year One Cost	\$58,583.00

III. BILLING INFORMATION

Billing Contact Name:	Craig Raymond
Billing Email Address:	craymond@greatfallsmt.net
Billing Address:	2 Park Dr S #112 Great Falls, MT 59401

IN WITNESS WHEREOF, Passport and Customer have each caused this Order Form to be executed by its duly authorized representatives.

Great Falls, MT

Passport Labs, Inc.

By: _____
 Name: _____
 Title: _____
 Date: _____

By: _____
 Name: _____
 Title: _____
 Date: _____

SCHEDULE 1**MOBILE PAYMENT FOR PARKING****Services:**

Passport will provide services and license software, including all web and mobile applications and related documentation necessary for Customer to operate a mobile payment for parking program ("MPP") which allows all parking customers in any parking facilities owned or managed by Customer (the "Premises") the ability to pay for parking using a smartphone application or mobile web application.

Equipment:

Passport will provide Customer an initial quantity of signs and decals consistent with Passport's marketing best practices at no charge to support the implementation of the MPP. Customer will be solely responsible for installing all signs and decals in the Premises. Additional signs and decals shall be charged at Passport's then-prevailing unit prices. Passport will provide a design file to allow Customer to print replacement signs and decals at no charge.

Ancillary Fees:

- a) Customer will pay a ten dollar (\$10) administrative fee in addition to sign and shipping costs per sign for any additional or replacement signs purchased through Passport.
- b) Customer will pay a one dollar (\$1) administrative fee in addition to decal and shipping costs per decal for any additional or replacement decals purchased through Passport.

Third Party Providers:

In order to expand the management data available to Customer and to improve access and the user experience for a broader group of individuals wishing to pay for parking and engage in related transactions via channels other than the MPP provided by Passport, Passport may, at its option, allow the use of third-party provider's (each a "Third Party Provider") interfaces for initiating parking transactions or to enhance the mobility experience, including any and all possible methods available to parkers to request the right to access and occupy a parking space or otherwise-denominated curb space for any period of time (in accordance with Customer's applicable rates, rules, ordinances, and regulations). Such interfaces will include, but not be limited to, in-dash vehicle systems, navigation systems (whether in-dash or smartphone-based), business intelligence solutions, and mobile payments for parking applications other than Passport's MPP (each an "Interface").

Should Passport exercise this option, such Third Party Provider(s) shall contract directly with Passport to establish the integrations necessary for Passport to facilitate all mobile payments for parking sessions and related transactions for the Third Party Provider(s) and its end users. The term "facilitate" includes, but is not limited to: (a) all tasks related to parking rights management, including the calculation of parking session prices, (b) the management of rates, rules, and restrictions and zones, spaces, or other units of parking or curbside inventory; (c) transactional reporting; (d) tasks related to transmission of parking rights data to parking enforcement systems and any data processing systems; (e) tasks related to refund issuance, parking rule management, reconciliation of funds, invoicing, and other administrative functions; and (f) all back-office management interfacing necessary to manage the foregoing and all other tasks necessary or desirable for Passport to effectively manage the issuance and processing of parking rights on behalf of City (the "Shared Services"). For parking transactions initiated via a Third Party Provider's Interface, payment processing must be conducted by Passport.

Notwithstanding anything to the contrary in the Agreement, Passport may share Operational Data with Third Party Providers to the extent necessary to enable the Shared Services.

Customer acknowledges and agrees that a Third Party Provider may configure and control the feature set of its own Interface so long as it is capable of performing the functions required to interact with Passport's platform and execute parking transactions as designated in the scope of work. Customer further acknowledges and agrees that certain data received from Third Party Providers may be more limited than what Passport can provide to Customer as Customer's MPP provider and may need to be provided, if at all, on an aggregated and/or anonymized basis; Passport shall, however, use commercially reasonable efforts to supply such data as may be reasonably requested by Customer for its internal purposes.

To utilize the Shared Services, each Third Party Provider will be required to integrate with application programming interface endpoints provided by Passport, which cannot be accessed or utilized by such Third Party Provider prior to the execution of a standalone contract with Passport governing the access, use, pricing, disclosure, and governance of the Shared Services consistent with the foregoing paragraphs and as otherwise determined by Passport in its sole discretion.

Except in the case of Third-Party Providers pursuant to the foregoing paragraphs, Passport shall be the exclusive mobile payments for parking service provider for City during the term of this Agreement.

CITATION MANAGEMENT PLATFORM**Services:**

Passport will provide services and license all software, including all web and mobile applications and related documentation, necessary for Customer to operate the CMP, which allows Customer's parking enforcement officers in any or all parking facilities owned or managed by Customer the ability to issue parking citations that may be paid online through Passport's payment portal, as follows:

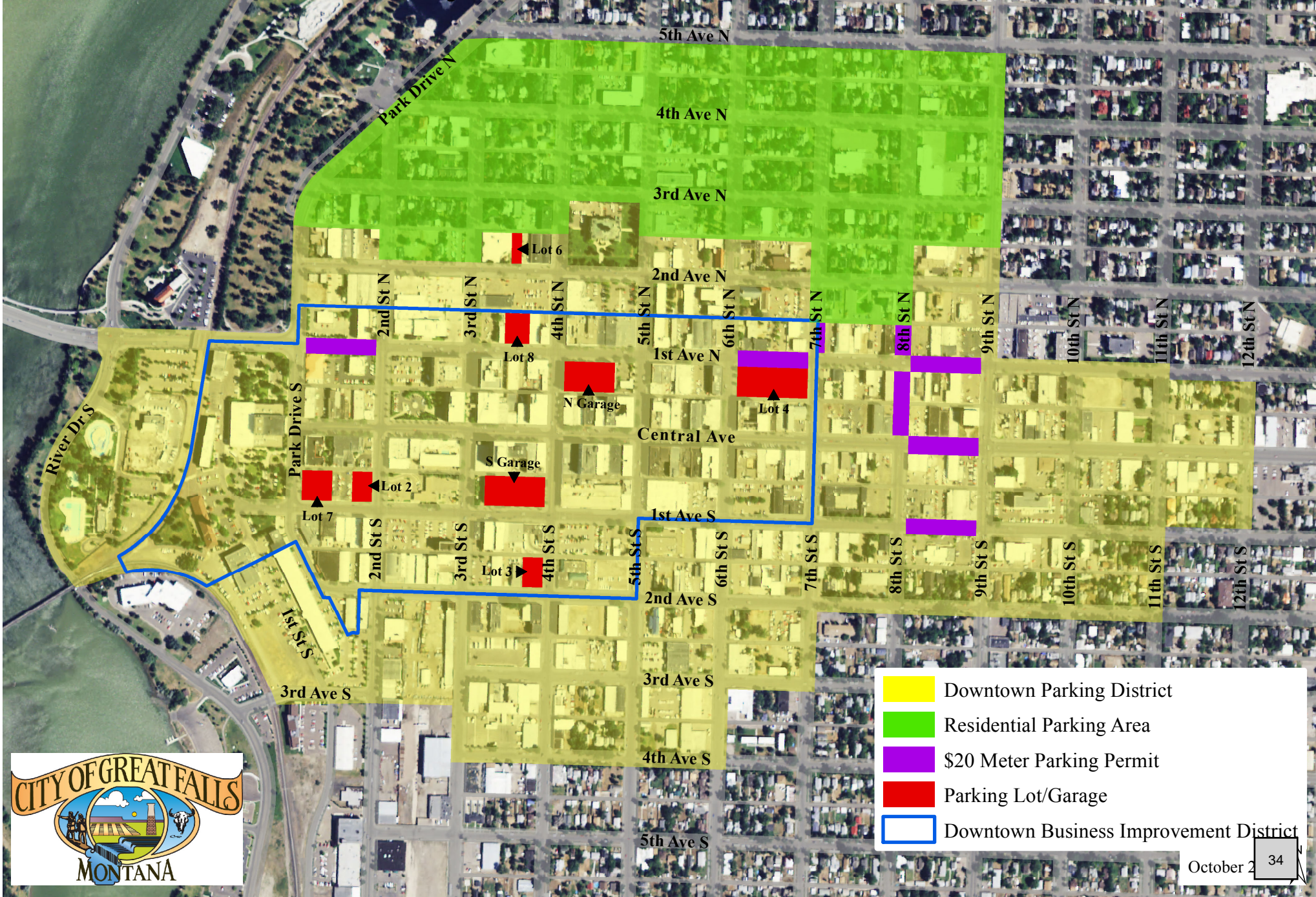
- a) Passport will provide an online payment portal through which parking violators may pay outstanding parking citations.
- b) After a number of days as mutually agreed upon by the Parties and reflected in the SOW, parking citations will escalate in price and Passport will automatically generate and send a letter to each parking citation owner for which Passport has necessary state licensure authorization to perform a driver record lookup informing such parking violator that they have an outstanding parking citation and that the citation amount has increased. The "Additional CMP Service and License Fee After Citation Amount Escalation" fees as indicated above shall be applicable to each citation starting with the first letter sent.
- c) Passport will send a second letter after a number of days as mutually agreed upon by the Parties after issuance for each applicable unpaid citation owner.

Harvester: Passport will send additional letters on Customer's behalf to any subset, as selected by Customer, of historical parking violators that have not paid their parking citations within a time period selected by Customer, informing them that they have an outstanding parking citation and that they can pay such outstanding parking citation through Passport's payment portal or by mailing payment in full according to address and payment method specifications to be provided to Passport by Customer.

Equipment:

- a) Customer must purchase a sufficient number of Android-based handheld devices for each parking enforcement officer to have access to one device while conducting parking enforcement activities.
- b) Customer must maintain at its sole cost one (1) wireless data plan for each Android device.
- c) Customer must possess at least one (1) Bluetooth-enabled printer per Android device described above.
- d) If Customer chooses to purchase additional Bluetooth-enabled printers through Passport, the price will be quoted at the time of order.
- e) Customer shall be responsible for applying the necessary configurations to any Android-based handheld devices and any printers it purchases using specifications provided by Passport, provided, however, that Passport shall provide the initial configuration to any printers purchased through Passport
- f) In addition to the hardware unit costs, Customer will be responsible for paying all shipping costs and printer paper costs
- g) If Customer orders custom printer paper through Passport, Customer will be responsible for paying the costs of creating, printing, and shipping such custom paper plus a service fee to Passport; Passport is unable to provide estimated costs until specific details of Customer order have been confirmed due to the variable costs of Passport's third-party vendors.

The Official Parking Management District Map of the City of Great Falls, Montana



- Downtown Parking District
- Residential Parking Area
- \$20 Meter Parking Permit
- Parking Lot/Garage
- Downtown Business Improvement District



Commission Meeting Date: October 20, 2020
CITY OF GREAT FALLS
COMMISSION AGENDA REPORT

Item: Amended Interlocal Agreement for the Montana Firefighter Testing Consortium (MFFTC) adding Frenchtown Rural Fire District and Kalispell Fire Department to the Consortium.

From: Jeremy M. Jones, Interim Fire Chief

Initiated By: Jeremy M. Jones, Interim Fire Chief

Presented By: Jeremy M. Jones, Interim Fire Chief

Action Requested: Approve the amended Interlocal Agreement for Montana Firefighters Testing Consortium to add Frenchtown Rural Fire District and Kalispell Fire Department to the Consortium.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/not approve) the Amended Interlocal Agreement for the Montana Firefighters Testing Consortium and (authorize/not authorize) the City Manager to execute said Agreement.”

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

Staff Recommendation:

Staff recommends that the City Commission approve the Amended and Restated Interlocal Agreement for Creating Montana Firefighters Testing Consortium, and authorize the City Manager to execute the Agreement.

Background:

MFFTC was officially formed in 1997 when the fire departments of five Montana municipalities agreed to conduct joint testing in order to create a pool of qualified applicants for the position of entry-level firefighter in those departments. Since 2001, MFFTC has conducted an annual testing process toward that end and the membership of MFFTC has expanded.

If approved the MFFTC shall consist of the following organizations:

1. Big Sky Fire Department
2. Billings Fire Department
3. Bozeman Fire Department
4. Butte-Silver Bow Fire Department

5. Central Valley Fire Department
6. Great Falls Fire Rescue
7. Havre Fire Department
8. Helena Fire Department
9. Lockwood Fire District
10. Miles City Fire Department
11. Missoula City Fire Department
12. Missoula Rural Fire District

The agreement has been amended to add Frenchtown Rural Fire District and Kalispell Fire Department to the MFFTC.

The design and purpose of the MFFTC has been to provide a nationally recognized entry level firefighter testing process. MFFTC testing process provides fire service candidates with the opportunity to test for 14 fire service organizations once a year. Additionally, the MFFTC saves each community or district involved the significant cost of conducting a separate testing. Those candidates who pass the test and meet the standard may apply for a job with any of the 14 MFFTC members. The candidate list is good until the next test.

The annual MFFTC membership cost to the City of Great Falls is \$1,200 to pay for test equipment upkeep, logistics support for the staff working at the Consortium Test, the venue at which the testing is held, insurance, and other costs associated with the testing process. The City also contributes at least 4 staff members who attend meetings and assist with conducting the test.

Workload Impacts: Along with the funds saved for the City to administer its own test, each department contributes staffing to administer the test. It takes at least 50 staff from the participating communities to administer the test. This includes the written exam, setting up the test venue, proctors, logistics staff and overall quality assurance oversight.

Purpose: The purpose of this Agreement is to set forth the general and statutorily required terms of the operation and financing the Consortium, which shall be responsible for the Member's undertaking of a joint testing program for the identification of qualified candidates for consideration in hiring for the position of entry-level firefighters.

Concurrences:

The Amendment has been reviewed and approved by the MFFTC board and approved by the membership.

Fiscal Impact:

Annual dues for MFFTC membership - \$1,200.

Alternatives:

Withdraw from the Consortium and direct GFFR to conduct a written and physical fitness test.

Attachments/Exhibits:

2020 Amended MFFTC Interlocal Agreement

**INTERLOCAL AGREEMENT
FOR CREATING
MONTANA FIREFIGHTERS TESTING CONSORTIUM
Amended and Restated**

This Amended and Restated Interlocal Agreement ("Agreement") is made in the state of Montana by public agencies organized and existing under the laws of the state of Montana and which are signatories to this Agreement ("Members").

RECITALS

WHEREAS, Article VII, Section 7 of the Montana Constitution provides that a local government unit may: (a) cooperate with the exercise of any function, power, or responsibility with, (b) share the services of any officer or facilities with, (c) transfer or delegate any function, power, responsibility, or duty of any officer to one or more other local government units, school districts, the state, or the United States.

WHEREAS, Montana's Interlocal Cooperation Act provides that its purpose is to permit local governmental units to make the most efficient use of their powers by enabling them to cooperate with other local governmental units on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with the geographic, economic, population, and other factors influencing the needs and development of local communities (Montana Code Annotated § 7-11-102).

WHEREAS, a public agency is any political subdivision, including municipalities, counties, and fire districts (Montana Code Annotated §7-11-103).

WHEREAS, the Members each provide fire protection services and each is responsible for hiring qualified firefighters.

WHEREAS, each Member has its own recruiting and hiring processes, and would otherwise at various times have to conduct expensive and tie-consuming testing.

WHEREAS, the duties of firefighter for each Member, as determined by task analysis, are similar.

WHEREAS, the Members would all benefit in terms of efficiency and economy by consolidating their recruiting and testing efforts for firefighter candidates by establishing a pool of qualified firefighter candidates for consideration in hiring.

NOW THEREFORE, in consideration of the covenants and mutual benefits described herein, the Members agree as follows:

I. DEFINITIONS

- A. **Board of Directors (the Board)**: The whole created by all of the sets of two Member Representatives of each Member; see also Section III (B).
- B. **Candidate**: Any person who has timely paid the application fee and submitted a complete application to take the Test.
- C. **Consortium**: The Montana Firefighters Testing Consortium.

- D. **Test:** The combined physical and written test offered annually by the Consortium.
- E. **Member:** Any public agency, as defined by Montana Code Annotated §7-11-103, including a municipality, fire district, fire service area, local government, or other political subdivision which is both (1) a signatory of this Agreement, or any amended versions thereof, and (2) in compliance with the terms of this Agreement, or any amended versions thereof, and with the membership requirements set forth in the Consortium's bylaws or any subsequent amendments thereof.
- F. **Member Representative:** One of two individuals designated by a Member to represent the Member's interests at meetings of the Consortium.

II. DURATION

The duration of this Agreement shall be perpetual unless terminated by the Members in accord with Section VII (E) below.

III. CREATION OF THE AUTHORITY

- A. Pursuant to the Interlocal Cooperation Act, a public entity, separate and distinct from the parties hereto, is hereby created and shall henceforth be known as the *Montana Firefighters Testing Consortium* ("the Consortium").
- B. The Consortium shall be administered by a joint board of two representatives from each Member ("Member Representatives "). This joint board shall be called the Board of Directors ("the Board"), which shall be responsible for effectuating this Agreement.

IV. PURPOSE

The purpose of this Agreement is to set forth the general and statutorily required term of operation and financing the Consortium, which shall be responsible for the Members' undertaking of a joint testing program for the identification of qualified candidates for consideration in hiring for the position of entry-level firefighter.

V. GOALS

The goals of the Consortium are as follows:

- A. To develop, establish, and modify, as the Board deems necessary, operational policies, protocols, and procedures to achieve the purpose of this Agreement;
- B. To implement and coordinate the financial, operational, and procedural aspects of the Test application and testing processes, procedures, and protocols;
- C. To share in the costs of administering this Agreement and achieving its purpose;
- D. To provide for the consistency of administration of the application and testing processes; and
- E. To create a list of qualified candidates after each testing cycle from which each Member may select candidates to interview and possibly hire for the position of entry-level firefighter.

VI. FINANCING

- A. The Members shall be responsible to share equally in the costs related to this Agreement, including administering and coordinating the Test application and testing processes.
- B. The Board shall be responsible for establishing a budget each fiscal year, which shall run from July 1 through June 30 of the following year.
- C. Sources of funding may include the following:
 - 1. **Dues:** Each Member, as a condition of membership, must pay its initial membership dues and its annual dues.
 - a. The amount each new Member shall be required to pay as its initial membership dues, as well as the amount of the annual dues any Member shall be required to pay, shall be as set from time to time by a simple majority vote of the Board.
 - b. The Board may set reduced initial membership dues and reduced annual dues for Members whose financial circumstances, in the Board's sole discretion, warrant such a reduction.
 - 2. **Fees:** Additional funding of the Consortium is also derived from the Test application fees received from Candidates.
 - 3. The Consortium may also from time to time apply for and receive other sources of revenue, such as grant funds.

VII. TERMINATION

- A. A Member may withdraw from the Consortium and this Agreement by giving the Board 60 days' written notice of the intent to withdraw.
- B. Any Member whose withdrawal would otherwise become effective 30 days or less before the scheduled Test shall not be permitted to withdraw until after the Test is completed, including tear down, and shall be required to participate, assist, and staff the testing in the same manner and effect as if the Member had not submitted notice of the intent to withdraw.
- C. When a Member withdraws, this Agreement shall remain in full force and effect with regard to the remaining Members.
- D. So long as at least two Members remain parties to this Agreement, the Consortium shall continue to operate.
- E. This Agreement may be completely terminated at any time upon the vote of 100% of the Members' governing bodies.
- F. The Consortium shall continue to exist and operate after complete termination, however, for the purpose of retiring any debt, including paying any remaining bills for operational expenses, disposing of all claims, selling all real and personal property in accord with Section VIII (B) herein, and distributing all assets equally, including cash accounts, and performing all other functions necessary to conclude the affairs of the Consortium.
- G. Following complete termination of this Agreement, Members who were Members on the date the vote in favor of terminating the Agreement was made may be required to pay an assessment to the

Consortium, as determined by the Board, to enable final disposition of all remaining balances due for operational expenses and other minor costs of doing business.

VIII. PROPERTY

- A. The real or personal property owned by the Consortium shall be owned proportionally by the Members, regardless of when they become Members. A Member which withdraws from the Consortium foregoes all interest it has in the Consortium's real or personal property so long as the Consortium continues to operate.
- B. In the case of the complete termination of this Agreement in accord with Section VII (E), any real or personal property owned by the Consortium shall be sold at fair market value and the proceeds, if any remain after disposition of all remaining balances due for operational expenses and the other minor costs of doing business, shall be divided equally, distributed, and deposited to the general funds of each of the Members who were Members on the date of the vote in favor of terminating this Agreement was made.

IX. PARTIES TO THIS AGREEMENT

- A. Each Member, as a party to this Agreement, certifies that it intends to and does contract with, for the purposes and to the extent as herein provided, all other parties who are signatories of this Agreement, or may later become signatories of this Agreement.
- B. The addition of any new Member to this Agreement shall constitute an Amendment subject to the requirements of Section XIII.
- C. Each Member further certifies that a Member's voluntary termination of this Agreement as to its own participation as a Member, as well as a Member's involuntary removal as party to this Agreement for failure to meet the Member's Responsibilities, as set forth in Section XI herein, shall not affect this Agreement nor the remaining Members' intentions to work cooperatively to achieve the goals and objectives set forth herein.

X. CONSORTIUM RESPONSIBILITIES AND OBLIGATIONS

- A. The Board will hire an independent consultant to ensure compliance with all requirements of chosen physical abilities test.
- B. The Board will ensure that the written test selected for the Consortium test has been validated for the position of entry level firefighter.
- C. The Board shall purchase and maintain liability insurance with liability limits of \$1,500,000 per occurrence and \$3,000,000 aggregate per policy year. The insurance shall name each Member as an additional insured and shall cover the Board of Directors, Members and their employees, and volunteers. The Board Chairperson shall provide a copy of the current insurance policy to each Member at the beginning of each policy year.
- D. The Board shall adopt bylaws, which shall be consistent with this Agreement and the law, and shall set forth the operational and procedural policies, protocols, and guidelines necessary to implement the Agreement's terms and achieve the Consortium's purpose and goals, including the creation of an Executive Committee, which shall handle the day-to-day business of the Consortium and which

shall have powers as more particularly described in the bylaws. At a minimum, the bylaws shall provide as follows:

1. The Officers of the Consortium shall be a chairperson, a vice-chairperson, a secretary, and a treasurer. The latter two officer positions may be combined and the offices filled by one Member Representative.
2. Officers shall be selected from the Member Representatives, except that the secretary position or the combined secretary-treasurer position may be filled by an independent contractor selected by the Board.
3. A quorum exists when a simple majority of the Member Representatives are present, either in person, by telephonic or other electronic means, such that they can hear, be heard, and meaningfully participate.
4. A vote of a simple majority at a meeting where a quorum is present shall constitute the action of the Board.
5. Minutes shall be taken at all meetings.
6. The treasurer shall provide all necessary administrative and accounting functions for the Board and shall have the custody of and disburse funds. The treasurer may delegate disbursing authority to such persons as may be authorized by the Board to perform the disbursement function.
7. As a deliberative body, the Consortium will follow basic standards of parliamentary procedure in the conduct of all its meetings, and *Robert's Rules of Order* and *Mason's Manual of Legislative Procedure* may be used for general guidance at any meeting.
8. All Board meetings shall be noticed, held, and conducted in compliance with the Open Meeting and Notice statutes of the state of Montana
9. The adoption of the bylaws and any amendments to the bylaws shall be consistent with this Agreement and the law and shall be accomplished by an affirmative written ballot of a simple majority or more of the Member Representatives.
10. Each Member and Member Representative shall receive a copy of the bylaws or any amendments thereof.
11. The Consortium shall abide by all applicable local, state, and federal laws and regulations.

XI. MEMBER RESPONSIBILITIES

Members have the following responsibilities:

- A. To share equally in the cost of accomplishing the Consortium's purpose and goals, including the costs of coordinating and administering the Test.
- B. To provide, at their own expense, personnel to assist in coordinating and administering the Test, including providing personnel to staff both components of the Test.
- C. To confirm that the testing process is locally valid for the position of entry level firefighter.
 1. A confirmation must be completed prior to each test
 2. Each member agency will pay their own costs of this validation.
- D. To promptly pay their annual dues as the board shall set from time to time.
- E. To regularly attend and meaningfully participate in all meetings and every testing event.

- F. Each new Member shall:
 1. Undergo a Candidate Physical Ability Test Transportability Study conducted by the Consortium’s Human Resources Consultant; and
 2. Promptly pay the initial membership fee, as shall be established by the Board.

XII. CONSORTIUM RIGHTS

- A. The Board, in its sole discretion, shall determine the type of testing it will use to identify qualified candidates for consideration for hiring for the position of entry-level firefighter, including the testing processes, procedures, protocols, instruments, and equipment to be used.
- B. The Board, in its sole discretion, shall determine the intervals at which the testing will be offered, the location at which the testing will take place, and the number of candidates it will allow to take part in the testing.
- C. The Board, in its sole discretion, shall determine the number of meetings which are necessary, as well as the date, time, and location of all meetings.
- D. The Board, in its sole discretion, shall determine the amount of annual dues which shall be paid by each Member and the date when due.
- E. The Board shall have the power to contract as needed to carry out the purpose of the Consortium and this Agreement.

XIII. AMENDMENTS

This Agreement may be amended at any time by a vote of a simple majority of the Members. Amendments become effective when the Board receives written confirmation from a simple majority of the Members, through their Member Representatives, that the proper authority within their jurisdiction has approved an amendment.

XIV. EFFECTIVE DATE

This Agreement shall be effective and binding upon a Member when its governing body becomes a signatory hereto.

XV. FILING

- A. In accord with Montana Code Annotated § 7-11-107, this Agreement shall be filed with the county clerk and recorder of the county or counties wherein each Member is situated and with the secretary of state. Upon the amendment of this Agreement, the amended version shall then be recorded as provided herein.
- B. The Board shall designate the person or persons who shall be responsible for the filing of this Agreement and any subsequent amended versions hereof.

XVI. ASSIGNMENT

Members may not assign any right, claim, or interest it may have as a consequence of being a party to this Agreement, and no creditor, assignee, or third party beneficiary of any Member shall have a right, claim, or title to any fund or asset of the Consortium

XVII. EXECUTION

This Agreement shall be executed on behalf of the Member by its chief executive officer or chairperson and attested by its clerk or secretary, as appropriate, upon approval of the Agreement by the Member's governing body. This Agreement may be executed in multiple counterparts, each of which shall constitute one and the same document.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date subscribed hereto:

DATE: _____

BIG SKY FIRE DISTRICT:

By: _____
Signature of Approving Authority

Printed Name of Approving Authority

Its: _____
Title of Approving Authority

Attest:

Signature of Clerk/Secretary

Printed Name of Clerk/Secretary

Its: _____
Title of Clerk/Secretary

DATE: _____

BILLINGS FIRE DEPARTMENT:

By: _____
Signature of Approving Authority

Printed Name of Approving Authority

Its: _____
Title of Approving Authority

Attest:

Signature of Clerk/Secretary

Printed Name of Clerk/Secretary

Its: _____
Title of Clerk/Secretary

DATE: _____

BOZEMAN FIRE DEPARTMENT:

By: _____
Signature of Approving Authority

Printed Name of Approving Authority

Its: _____
Title of Approving Authority

Attest:

Signature of Clerk/Secretary

Printed Name of Clerk/Secretary

Its: _____
Title of Clerk/Secretary

DATE: _____

BUTTE-SILVER BOW FIRE DEPARTMENT:

By: _____
Signature of Approving Authority

Printed Name of Approving Authority

Its: _____
Title of Approving Authority

Attest:

Signature of Clerk/Secretary

Printed Name of Clerk/Secretary

Its: _____
Title of Clerk/Secretary

DATE: _____

CENTRAL VALLEY FIRE DISTRICT:

By: _____
Signature of Approving Authority

Printed Name of Approving Authority

Its: _____
Title of Approving Authority

Attest:

Signature of Clerk/Secretary

Printed Name of Clerk/Secretary

Its: _____
Title of Clerk/Secretary

DATE: _____

FRENCHTOWN RURAL FIRE DISTRICT:

By: _____
Signature of Approving Authority

Printed Name of Approving Authority

Its: _____
Title of Approving Authority

Attest:

Signature of Clerk/Secretary

Printed Name of Clerk/Secretary

Its: _____
Title of Clerk/Secretary

DATE: _____

GREAT FALLS FIRE RESCUE:

By: _____
Signature of Approving Authority

Printed Name of Approving Authority

Its: _____
Title of Approving Authority

Attest:

Signature of Clerk/Secretary

Printed Name of Clerk/Secretary

Its: _____
Title of Clerk/Secretary

DATE: _____

HAVRE FIRE DEPARTMENT:

By: _____
Signature of Approving Authority

Printed Name of Approving Authority

Its: _____
Title of Approving Authority

Attest:

Signature of Clerk/Secretary

Printed Name of Clerk/Secretary

Its: _____
Title of Clerk/Secretary

DATE: _____

HELENA FIRE DEPARTMENT:

By: _____
Signature of Approving Authority

Printed Name of Approving Authority

Its: _____
Title of Approving Authority

Attest:

Signature of Clerk/Secretary

Printed Name of Clerk/Secretary

Its: _____
Title of Clerk/Secretary

DATE: _____

KALISPELL FIRE DEPARTMENT:

By: _____
Signature of Approving Authority

Printed Name of Approving Authority

Its: _____
Title of Approving Authority

Attest:

Signature of Clerk/Secretary

Printed Name of Clerk/Secretary

Its: _____
Title of Clerk/Secretary

DATE: _____

LOCKWOOD RURAL FIRE DISTRICT

By: _____
Signature of Approving Authority

Printed Name of Approving Authority

Its: _____
Title of Approving Authority

Attest:

Signature of Clerk/Secretary

Printed Name of Clerk/Secretary

Its: _____
Title of Clerk/Secretary

DATE: _____

MILES CITY FIRE DEPARTMENT:

By: _____
Signature of Approving Authority

Printed Name of Approving Authority

Its: _____
Title of Approving Authority

Attest:

Signature of Clerk/Secretary

Printed Name of Clerk/Secretary

Its: _____
Title of Clerk/Secretary

DATE: _____

MISSOULA FIRE DEPARTMENT:

By: _____
Signature of Approving Authority

Printed Name of Approving Authority

Its: _____
Title of Approving Authority

Attest:

Signature of Clerk/Secretary

Printed Name of Clerk/Secretary

Its: _____
Title of Clerk/Secretary

DATE: _____

MISSOULA RURAL FIRE DISTRICT:

By: _____
Signature of Approving Authority

Printed Name of Approving Authority

Its: _____
Title of Approving Authority

Attest:

Signature of Clerk/Secretary

Printed Name of Clerk/Secretary

Its: _____
Title of Clerk/Secretary



Commission Meeting Date: October 20, 2020
CITY OF GREAT FALLS
COMMISSION AGENDA REPORT

Item: Wadsworth Park – Electric City Archers of Great Falls

From: Park & Recreation Department

Initiated By: Steve Herrig, Park & Recreation Director

Presented By: Steve Herrig, Park & Recreation Director

Action Requested: Conduct a Public Hearing for Electric City Archers of Great Falls Lease of City owned property located in Wadsworth Park.

Public Hearing:

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

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/deny) a lease agreement of City owned property located in Wadsworth Park with Electric City Archers of Great Falls.”
2. Mayor requests a second to the motion, Commission discussion, and calls for the vote.

Staff Recommendation:

Staff recommends the City Commission conduct a public hearing and approve the lease of a portion of City land located in Wadsworth Park with Electric City Archers of Great Falls.

Summary:

The proposed lease with the Electric City Archers of Great Falls would be a five-year lease with an option to renew for an additional five years at the City’s sole discretion. Both the City and the Lessee have the option to terminate the lease with (60) days written notice. The leased parkland is a portion of:

Section 6, T20N, R3E, M.P.M beginning at the SW corner of Section 6 thence North along the east line of Section 6 approximately 1395 feet; thence west approximately 380 feet to the true point of the beginning; thence easterly along the north bank of the Sun River approximately 1200 feet; thence north and westerly along the west boundary line of the west Great Falls flood control and drainage district levee right-of-way to the true point of beginning.

The lessee will be responsible for an annual fee and day-to-day maintenance.

Background:

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

The five year lease includes an annual fee of \$150. On December 1, 1998 the City Commission approved Resolution 8973, Wadsworth Park Master plan. It was recommended at that time that "all existing leases continue in Wadsworth Park, renewable on a year to year basis, until the City is ready to begin actual physical implementation of the Master Plan." Currently, there is no funding available for capital improvements in Wadsworth Park.

Fiscal Impact:

The Electric City Archers of Great Falls agrees to pay the City the sum of One-Hundred Fifty Dollars (\$150.00) on or before January 1 of each year. If the lease is renewed the City shall have the right to negotiate a lease rental rate for any additional years.

Alternatives:

An alternative would be to not lease a portion of Wadsworth Park to the Electric City Archers of Great Falls.

Attachments/Exhibits:

Electric City Archers of Great Falls Lease

WADSWORTH PARK LEASE

This lease, made and entered into this _____ day _____, 20____ by and between the Electric City Archers of Great Falls, Montana, hereinafter referred to as "Lessee" and the City of Great Falls, a municipal corporation of the State of Montana, hereinafter referred to as "City";

WHEREAS, the City owns and possesses land, known as Wadsworth Park;

WHEREAS, the City deems it to be in the public interest to promote recreation of all types in its park system under the rules and regulations and conditions as hereinafter set forth;

WHEREAS, the Lessee is an organization existing for the purpose of promoting community interest in Archery Activities and desires to secure a portion of said Wadsworth Park land for the use of its members;

WHEREAS, the parties do hereby covenant and agree as follows:

LEASE HOLD

The City, for and in consideration of the rents to be paid and the covenants to be performed by the Lessee, does hereby demise, lease, and let unto the Club the following described real estate, being a portion of Wadsworth Park, lying and being in the County of Cascade, State of Montana, particularly described as follows; Track of land situated in a portion of Section 6, T20N, R3E, M.P.M. beginning at the SW corner of Section 6 thence North along the east line of Section 6 approximately 1395 feet; thence west approximately 380 feet to the true point of beginning; thence continuing east approximately 775 feet; thence south to the north bank of the Sun River; thence easterly along the north bank of the Sun River approximately 1200 feet; thence north and westerly along the west boundary line of the west Great Falls flood control and drainage district levee right-of-way to the true point of beginning.

TERMS OF LEASE

The term of this lease shall be for five years commencing on the____ day of _____ 20____ and continuing through the 31st day of December 2025, unless sooner terminated as hereafter provided; said lease may be renewed at the sole discretion of the City, for an additional five (5) years unless terminated upon sixty (60) days notice in writing by the Lessee or the City.

RENTAL

In consideration therefore, the Club shall pay the City One Hundred Fifty Dollars (\$150.00) on or before January 1 of each year. If said lease is renewed, the City shall have the right to negotiate a lease rental for any additional years.

COVENANTS OF LESSEE

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

1. Use and occupy said premises in a careful and proper manner and keep the ground so leased free from rubbish and debris of every nature and description whatsoever;
2. Not use or occupy said premises for any unlawful purpose; and will conform to and obey all present and future laws, ordinances, and all rules and regulations of all governmental authorities or agencies, respecting the use and occupation of the premises;
3. Not assign the lease, nor sublet said premises, nor any part thereof, without the written consent of the City;
4. Not use or occupy said premises, or permit the same to be used or occupied, for any purpose deemed extra hazardous on account of fire or otherwise;
5. Make no alterations or additions in or to said premises without the written consent of the City;
6. Permit the City to enter upon the said premises at all reasonable times to examine the condition of same;
7. Pay for the use and maintenance of utility services on the premises, including gas, electricity, water, and sanitation, if applicable;
8. Conduct ordinary day-to-day maintenance so as to keep both the interior and exterior of the premises in a good state of repair; further provided that all maintenance shall be to the satisfaction of the City's Park and Recreation Director;
9. Indemnify and save the City harmless from and against any loss, damage, and liability occasioned by, growing out of, or arising or resulting from any default hereunder, or any tortious or negligent act on the part of the lessee, its members, agents or employees; and for such purpose lessee shall procure and maintain in full force and effect during the term of their agreement, insurance in a reliable company or companies with a minimum policy limit of \$1,000,000 single limit per occurrence; \$2,000,000 aggregate property damage per occurrence; The city shall be named as an additional insured party on the policy to be evidenced by a certificate of insurance presented to the Park and Recreation Director on or before January 31, of each year;
10. Agree to leave the premises at the expiration or prior to termination of this lease and any renewal thereof in as good a condition as received, except for ordinary and reasonable wear and tear, damage by the elements and damages whereof the City is compensated by insurance or otherwise.
11. Lessee agrees that the premises shall not be used in any manner that would discriminate against any person or persons on the basis of sex, sexual orientation, marital status, age, physical or mental handicap, race, creed, religion, color or national origin.

MUTUAL COVENANTS

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

1. If the Lessee shall pay the rental as herein provided and shall keep, observe, and perform all of the other covenants of this lease by Lessee to be kept, performed and observed, Lessee shall and may, peaceably and quietly, have, hold, and enjoy the said premises for the term aforesaid;
2. The premises are a portion of Wadsworth Park, which is owned and held by the City of Great Falls for the use and benefit of the general public, and that should the City determine that said premises are needed for any other purpose whatsoever, to be used by the general public or for public good, the City shall have the right and privilege of canceling and terminating this lease upon giving to Lessee sixty (60) days notice in writing of it's intention so to cancel and terminate this lease;
3. If Lessee shall at any time be in default in the payment of rent herein reserved, or in performance of any of the covenants or provisions of the lease, and Lessee shall fail to remedy such default within ten (10) days after written notice thereof from the City, it shall be lawful for the City to enter upon the premises, and again, repossess and enjoy the same as if this lease had not been made, and thereupon this lease and everything herein contained on the part of the City to be done and performed shall cease and terminate, without prejudice, however, to the right of the City to recover from the Lessee all rent due up to the time of such entry; in the case of any such default and entry by the City, the City may relet said premises for remainder of said term for the highest rent obtainable and may recover from Lessee any deficiency between the amount so obtained and the rent herein reserved.
4. This lease and all the covenants and provisions herein contained, shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto; provided, however, that no assignment by, from, through or under Lessee in violation of any of the provisions hereof shall rest in the assigns any right, title or interest whatsoever.

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

ATTEST

Lisa Kunz, City Clerk

Gregory T. Doyon, City Manager

*APPROVED FOR LEGAL CONTENT

Sara Sexe, City Attorney

Electric City Archers

* 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

Address

City, State, Zip Code



Commission Meeting Date: October 20, 2020
CITY OF GREAT FALLS
COMMISSION AGENDA REPORT

Item: Community Hall Park – River City Harvest

From: Park & Recreation Department

Initiated By: Steve Herrig, Park & Recreation Director

Presented By: Steve Herrig, Park & Recreation Director

Action Requested: Conduct a Public Hearing for River City Harvest Lease of the north portion of City owned property located in Community Hall Park.

Public Hearing:

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

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/deny) a lease agreement of City owned property located in Community Hall Park with River City Harvest”
2. Mayor requests a second to the motion, Commission discussion, and calls for the vote.

Staff Recommendation:

Staff recommends the City Commission conduct a public hearing and approve the lease of the north portion of City land located in Community Hall Park with River City Harvest.

Summary:

The proposed lease with River City Harvest would be a five-year lease with an option to renew at the City’s sole discretion. Both the City and the Lessee have the option to terminate the lease with (60) days written notice. The leased City-owned property described as Community Hall Park, is located at 410 16th Street SW, Great Falls Montana. The lessee will be responsible for an annual fee and day-to-day maintenance of the north portion of Community Hall Park.

Background:

As required by Title 3, Chapter 4, OCCGF, before final consideration by the City Commission of the sale, trade, or lease of City property, the City Commission shall hold a public hearing thereon and allow

at least fifteen (15) days' notice of the time and place of such hearing to be published in a paper of general circulation in the City.

The five year lease includes an annual fee of \$1. The City of Great Falls Park and Recreation Department has held an agreement with River City Harvest since 2019, for use of the north portion of Community Hall Park in developing a network of vegetable gardens and fruit orchards for the community.

Fiscal Impact:

River City Harvest agrees to pay the City the sum One Dollar (\$1) on or before January 1 of each year. If the lease is renewed the City shall have the right to negotiate a lease rental rate for any additional years.

Alternatives:

An alternative would be to not lease a portion of Community Hall Park to River City Harvest.

Attachments/Exhibits:

River City Harvest Lease

LEASE AGREEMENT

This Agreement, made and entered into this ____ of _____, 2020, by and between the CITY OF GREAT FALLS, a municipal corporation, P.O. Box 5021, Great Falls, Montana 59403-5021, hereinafter called "City" and River City Harvest, P.O Box 6242, Great Falls, Montana, hereinafter called "Lessee."

WHEREAS, User desires to enter into a Lease Agreement (hereinafter, the "Agreement") for use of the North portion of the City-owned property described as Community Hall Park, located in the City of Great Falls at 410 16th Street SW, Great Falls Montana (hereinafter referred to as the "Property"), for the purpose of conducting a community garden program (hereinafter referred to as the "Use"), the Conditions and Provisions regarding such Use are set forth in the covenants.

WHEREAS, User desires to develop, install and operate raised garden beds, surface composting garden beds, non-permanent greenhouses, storage facility sheds and composting containers to be used to grow fruits and vegetables for the community, and;

WHEREAS, User has extensive experience in the development and operations of community gardens, and;

WHEREAS, User will donate and deliver fresh produce to community kitchens in Great Falls and;

WHEREAS, User will provide community outreach programs and provide a "growing place" for kids and adults to learn about gardening, healthy eating, composting and playing in the dirt, and;

WHEREAS, the City deems it to be in the public interest and serving a public purpose to lease the Property under the conditions as hereinafter set forth, and;

WHEREAS, the parties do hereby covenant and agree as follows:

TERM OF LEASE

The term of the lease will be for five (5) years effective ____ of _____, 2020 and expiring the 31st day of December, 2025. Upon completion of the initial term of the agreement, the City, at its sole discretion, may terminate the lease, or if requested by Lessee thirty (30) days prior to expiration, may, in its sole discretion, grant an extension of this agreement, with any conditions and covenants of this agreement, including but not limited to the fee amount, to be negotiated.

Notwithstanding the above term of lease, this lease is terminated if the Lessee's use of the Property ceases to be for a public purpose, in such event, the use of the Property immediately reverts to the City of Great Falls. Further, the agreement may be terminated prior to the expiration of the above term of lease by either party giving written notice to the other of not less than sixty (60) days.

RENTAL

In consideration therefore, the Lessee agrees to pay to the City the sum of \$1 annually for the term of the lease agreement. Said lease payments will commence on the effective date of this agreement, payable on or before January 2nd of each year of the agreement.

ACCEPTANCE OF CONDITION

Lessee acknowledges familiarity with the condition of said Property and states that no representation, statement or warranty, expressed or implied, has been made by or on behalf of the City as to such condition. In no event shall the City be liable for any defect in such Property or for any limitation on its use. The taking of possession of the Property shall be conclusive evidence that Lessee accepts the same “as is” and that the Property was in good condition at the time possession took place. Lessee agrees to accept the Property in the condition in which it exists at the date of taking possession, without representation or warranty, express or implied, in fact or by law, by the City, and without recourse to the City as to the nature, condition or unsuitability thereof, or as to the uses to which the premises may be put.

COVENANTS OF THE LESSEE

The Lessee hereby covenants and agrees that the Lessee will:

1. Use and occupy said property in a careful and proper manner and not commit any waste therein;
2. Not use or occupy said Property for any unlawful purpose, and will conform to and obey all present and future laws, ordinances, and all rules and regulations of all governmental authorities or agencies, respecting the use and occupation of the premises, including but not limited to the requirements of the City/County Health Department;
3. Not use the Property for any purpose other than for providing a community garden programs, without written consent of City Park and Recreation Director;
4. Not assign the lease, nor sublet said Property, nor any part thereof, without the written consent of the City;
5. Not use or occupy said Property, or permit the same to be used or occupied, for any purpose deemed extra hazardous on account of fire or otherwise;
6. Not make any signage, alterations, changes, remodeling or capital improvements to the Property, without prior written permission signed by the City Park and Recreation Director, and in addition thereto, shall make such changes at Lessee’s cost, in compliance with the law and by obtaining all permits required for such work under The Official Code of the City of Great Falls. Approval for such proposed work shall not be unreasonably withheld. Any such alterations or additions shall be the sole responsibility of the Lessee, inclusive of any and all financial, material, or labor considerations and will become the property of the City upon termination of this or any subsequent lease;
7. Permit the City to enter upon the said premises at all reasonable times to examine the condition of same;
8. Be responsible for all damage to property, public or private, that may be caused by Lessee’s operations in the performance of this agreement; and

- 9. Leave Property at the expiration or prior to termination of this lease and any extension thereof in as good condition as received, except for reasonable wear and tear.
- 10. Lessee must provide portable toilet facilities at their expense for the use by their participants.

MAINTENANCE

Lessee Maintenance of Leased Premises. Except as provided below, Lessee shall, throughout the term of this Lease Agreement, and at its own cost and without any expense to Lessor, keep and maintain the leased premises, including weed control, tree maintenance, general appearance and housekeeping, and repairs and maintenance of the designated property, and all appurtenances thereto, in good condition by conducting maintenance including but not limited to, timely removal of rubbish and trash. Lessee shall maintain the Property in a functional condition, inspect premises on a regular basis to determine any hazardous conditions, which may exist, and take immediate action to correct such conditions if they exist.

Lessee will maintain all trees and shrubs planted in 2013 and after including, but not limited to Apple, Cherry, Choke Cherry, Plum, and Pear Vines.

Maintenance by City. Notwithstanding the paragraph above, the City will maintain all trees planted prior to 2013 (Cottonwoods, Ash, Russian Olives and Oak), if accessible by Forestry Staff and equipment. If those trees are not accessible to staff and equipment, the maintenance of the trees will be the responsibility of the Lessee.

Entry by City for Maintenance. Should Lessee at any time fail, neglect, or refuse to fulfill this obligation to repair and maintain after receiving written notice of such default and a minimum of thirty (30) days to correct such default, City may, but need not, enter the leased premises and make such repairs or alterations as in its opinion it may deem necessary, and may charge the costs of the same to Lessee to be paid upon the first day of the following month in addition to the rental, and should said costs not be so paid, this Lease Agreement shall be considered in default.

MUTUAL COVENANTS:

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

- 1. If the Lessee pays the rental as herein provided, and keeps, observes and performs all of the other covenants of this lease, the Lessee may, peaceably and quietly, have, hold, and enjoy the said premises for the term aforesaid;
- 2. This lease and all the covenants and provisions herein contained shall inure to the benefit of and be binding upon the successors and assigns of the parties and the public hereto; provided, however, that no assignment by, from, through or under the Lessee in violation of any of the provisions hereof shall vest in the assigns any right, title, or interest whatsoever;
- 3. The City is not, and never shall be, liable to any creditor of Lessee or any claimant against the estate or property of Lessee for any debt, loss, contract, or other obligation of Lessee.

The relationship between the City and Lessee is solely that of landlord and tenant, and does not and never shall be deemed a partnership or joint venture.

4. City’s interest in and to said leased premises shall not be subject to or permitted to become subject to any lien or claims from or arising out of the use and occupation of the leased premises by Lessee. If and in the event such liens or claims arise or occur, Lessee shall promptly and forthwith cause the same to be released or discharged to the extent that the interest of the City is encumbered thereby.

INSURANCE REQUIREMENTS

During the term of the Lease and its extensions the Lessee agrees to carry Commercial General Liability insurance for personal injury and property damage, in at least the following amounts: \$1,000,000 per occurrence; \$2,000,000 annual aggregate.

The insurance policy or policies must be issued by a company licensed to do business in the State of Montana and having at least an “A” rating in the current A.M. Best’s Manual. All such policies will be written on an occurrence basis. The policy must include the City as a named insured and primary with no right of subrogation against the City.

The Lessee shall furnish to the City on or before possession and thereafter on or before January 31st of each year, the certificate of insurance including a copy of the Additional Insured Endorsement, which shall be in a form acceptable to City. Claims-made policies are not acceptable and do not constitute compliance with the Lessee’s obligation under this paragraph.

Providing the City of Great Falls proof of required insurance annually is a condition of this lease agreement. Failure to provide insurance documentation on or before January 31st of each year will be a violation to this agreement and will result in a loss of use of the designated property.

Lessee 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. Lessee is not authorized to represent the City or otherwise bind the City in any dealings between Lessee and any third parties. Lessee 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. Lessee shall maintain workers’ compensation coverage for all members and employees of Lessee’s business, except for those members who are exempted as independent contractors under the provisions of §39-71-401, MCA. Lessee shall furnish City with copies showing one of the following: (1) proof of registration as a registered contractor under Title 39, Chapter 9, MCA; (2) a binder for workers’ compensation coverage by an insurer licensed and authorized to provide workers’ compensation insurance in the State of Montana; or (3) proof of exemption from workers’ compensation granted by law for independent contractors.

INDEMNIFICATION

To the fullest extent permitted by law, the Lessee agrees to defend, indemnify, and hold the City harmless against claims, demands, suits, damages, losses, and expenses connected therewith that may be asserted or claimed against, recovered from or suffered by the City by reason of any injury or loss, including but not limited to, personal injury, including bodily injury or death, property damage, occasioned by, growing out of, or in any way arising or resulting from Lessee's use of the premises, including use by its agents, assigns, renters, employees and others using the Property. The City shall not be liable to Lessee or any third party for any damage or injury (including death) to persons or property resulting from any defect in the leased premises or the improvements thereon, whether such defects be the result of improper construction, lack of maintenance or repair, improper maintenance or repair or other cause whatsoever.

NONDISCRIMINATION

Lessee agrees that in the use of this Property Lessee will not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin, or any other classification protected under the law.

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.

ENFORCEMENT

In the event either party resorts to judicial proceedings to enforce any rights under this Lease or to obtain relief for the breach of any covenant hereof, the party ultimately prevailing in such proceedings shall be entitled to recover from the defaulting party the costs of such proceedings, including reasonable attorneys' (including city attorneys') fees and costs.

INVALIDITY

The invalidity or ineffectiveness, for any reason, of any portion of this Lease Agreement shall in no way affect the validity or enforceability of the remaining portion thereof and any invalid or unenforceable provisions shall be deemed severed from the remainder of the Lease Agreement.

WAIVER

The waiver by the City of, or the failure of the City to take action with respect to, any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition, or subsequent breach of same, or any other term, covenant or condition herein contained.

EFFECT OF LESSEE'S HOLDING OVER

Any holding over after the expiration of the term of this Lease Agreement with the consent of the City shall be construed to be a tenancy from month to month, at the same monthly rental as required pursuant to the terms of this Lease Agreement, and shall otherwise be on the terms and conditions herein specified so far as applicable.

BINDING EFFECT

It is mutually understood and agreed that each and every provision of this Lease Agreement shall bind and inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto. Masculine pronouns shall be construed as feminine or neuter pronouns and singular pronouns and verbs shall be construed as plural in any place in which the context may require such construction.

NOTICE

Any notice required to be given under this lease shall be in writing and may be served on either of the parties by mailing same in a sealed, postpaid envelope addressed to the City Manager at the Civic Center, Great Falls, Montana, and to the Lessee at address above stated, and by depositing such notice in any United States Post Office or letter receptacle, and which notice shall be deemed to have been made upon the date of mailing.

ENTIRE AGREEMENT

There are no conditions to the lease, either subsequent or precedent, except as set forth herein. This Lease constitutes the entire agreement between the parties and no representations or warranties have been made by the City to the Lessee save those contained herein.

APPLICABILITY

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

CITY OF GREAT FALLS,

Gregory T. Doyon, City Manager

ATTEST:

Lisa Kunz, City Clerk

(SEAL OF THE CITY)

APPROVED FOR LEGAL CONTENT:

Sara R. Sexe, City Attorney

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

RIVER CITY HARVEST,

By: _____
(signature)

(printed name)

Its: _____
Title or Office



Commission Meeting Date: October 20, 2020
CITY OF GREAT FALLS
COMMISSION AGENDA REPORT

Item: Community Hall Park – Sunburst Unlimited Incorporated

From: Park & Recreation Department

Initiated By: Steve Herrig, Park & Recreation Director

Presented By: Steve Herrig, Park & Recreation Director

Action Requested: Conduct a Public Hearing for Sunburst Unlimited Incorporated Lease of the south portion of City owned property located in Community Hall Park.

Public Hearing:

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

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/deny) a lease agreement of City owned property located in Community Hall Park with Sunburst Unlimited Incorporated.”
2. Mayor requests a second to the motion, Commission discussion, and calls for the vote.

Staff Recommendation:

Staff recommends the City Commission conduct a public hearing and approve the lease of the south portion of City land located in Community Hall Park with Sunburst Unlimited Incorporated.

Summary:

The proposed lease with Sunburst Unlimited Incorporated would be a five-year lease with an option to renew at the City’s sole discretion. Both the City and the Lessee have the option to terminate the lease with sixty (60) days written notice. The leased City-owned property described as Community Hall Park, is located at 410 16th Street SW, Great Falls Montana. The lessee will be responsible for an annual fee and day-to-day maintenance of the south portion of Community Hall Park.

Background:

As required by Title 3, Chapter 4, OCCGF, before final consideration by the City Commission of the sale, trade, or lease of City property, the City Commission shall hold a public hearing thereon and allow

at least fifteen (15) days' notice of the time and place of such hearing to be published in a paper of general circulation in the City.

The five year lease includes an annual fee of \$1. The City of Great Falls Park and Recreation Department has held an agreement with Sunburst Unlimited, a 501(c) 3 program, for use of Community Hall Park in developing a network of vegetable gardens and fruit orchards called FRESH Food Farms since 2012. Items that are grown are dedicated to local groups such as the Boys & Girls Club, Meals on Wheels, Head Start, and low and moderate income families.

Sunburst Unlimited has increased the garden each year to include fruit trees, bees for pollinating, barrel planting, raised gardens and pot plantings. They have built an area to conduct informative classes on gardening. They work with numerous growers and organizations in Great Falls, and have a manager to oversee the entire garden.

Fiscal Impact:

Sunburst Unlimited Incorporated agrees to pay the City the sum One Dollar (\$1) on or before January 1 of each year. If the lease is renewed, the City shall have the right to negotiate a lease rental rate for any additional years.

Alternatives:

An alternative would be to not lease a portion of Community Hall Park to Sunburst Unlimited Incorporated.

Attachments/Exhibits:

Sunburst Unlimited Incorporated Lease

LEASE AGREEMENT

This Agreement, made and entered into this ____of_____, 2020, by and between the CITY OF GREAT FALLS, a municipal corporation, P.O. Box 5021, Great Falls, Montana 59403-5021, hereinafter called "City" and Sunburst Unlimited Incorporated, 1917 1st Avenue North, Great Falls, Montana, hereinafter called "Lessee."

WHEREAS, User desires to enter into a Lease Agreement (hereinafter, the "Agreement") for use of the South portion of the City-owned property described as Community Hall Park, located in the City of Great Falls at 410 16th Street SW, Great Falls Montana (hereinafter referred to as the "Property"), for the purpose of conducting a community garden program (hereinafter referred to as the "Use"), the Conditions and Provisions regarding such Use are set forth in the covenants.

WHEREAS, User desires to develop, install and operate raised garden beds, surface composting garden beds, non-permanent greenhouses, storage facility sheds and composting containers to be used to grow fruits and vegetables for the community, and;

WHEREAS, User has extensive experience in the development and operations of community gardens, and;

WHEREAS, User will donate and deliver fresh produce to community kitchens in Great Falls and;

WHEREAS, User will provide community outreach programs and provide a "growing place" for kids and adults to learn about gardening, healthy eating, composting and playing in the dirt, and;

WHEREAS, the City deems it to be in the public interest and serving a public purpose to lease the Property under the conditions as hereinafter set forth, and;

WHEREAS, the parties do hereby covenant and agree as follows:

TERM OF LEASE

The term of the lease will be for five (5) years effective ____of_____, 2020 and expiring the 31st day of December, 2025. Upon completion of the initial term of the agreement, the City, at its sole discretion, may terminate the lease, or if requested by Lessee thirty (30) days prior to expiration, may, in its sole discretion, grant an extension of this agreement, with any conditions and covenants of this agreement, including but not limited to the fee amount, to be negotiated.

Notwithstanding the above term of lease, this lease is terminated if the Lessee's use of the Property ceases to be for a public purpose, in such event, the use of the Property immediately reverts to the City of Great Falls. Further, the agreement may be terminated prior to the expiration of the above term of lease by either party giving written notice to the other of not less than sixty (60) days.

RENTAL

In consideration therefore, the Lessee agrees to pay to the City the sum of \$1 annually for the term of the lease agreement. Said lease payments will commence on the effective date of this agreement, payable on or before January 2nd of each year of the agreement.

ACCEPTANCE OF CONDITION

Lessee acknowledges familiarity with the condition of said Property and states that no representation, statement or warranty, expressed or implied, has been made by or on behalf of the City as to such condition. In no event shall the City be liable for any defect in such Property or for any limitation on its use. The taking of possession of the Property shall be conclusive evidence that Lessee accepts the same “as is” and that the Property was in good condition at the time possession took place. Lessee agrees to accept the Property in the condition in which it exists at the date of taking possession, without representation or warranty, express or implied, in fact or by law, by the City, and without recourse to the City as to the nature, condition or unsuitability thereof, or as to the uses to which the premises may be put.

COVENANTS OF THE LESSEE

The Lessee hereby covenants and agrees that the Lessee will:

1. Use and occupy said property in a careful and proper manner and not commit any waste therein;
2. Not use or occupy said Property for any unlawful purpose, and will conform to and obey all present and future laws, ordinances, and all rules and regulations of all governmental authorities or agencies, respecting the use and occupation of the premises, including but not limited to the requirements of the City/County Health Department;
3. Not use the Property for any purpose other than for providing a community garden programs, without written consent of City Park and Recreation Director;
4. Not assign the lease, nor sublet said Property, nor any part thereof, without the written consent of the City;
5. Not use or occupy said Property, or permit the same to be used or occupied, for any purpose deemed extra hazardous on account of fire or otherwise;
6. Not make any signage, alterations, changes, remodeling or capital improvements to the Property, without prior written permission signed by the City Park and Recreation Director, and in addition thereto, shall make such changes at Lessee’s cost, in compliance with the law and by obtaining all permits required for such work under The Official Code of the City of Great Falls. Approval for such proposed work shall not be unreasonably withheld. Any such alterations or additions shall be the sole responsibility of the Lessee, inclusive of any and all financial, material, or labor considerations and will become the property of the City upon termination of this or any subsequent lease;
7. Permit the City to enter upon the said premises at all reasonable times to examine the condition of same;
8. Be responsible for all damage to property, public or private, that may be caused by Lessee’s operations in the performance of this agreement; and

9. Leave Property at the expiration or prior to termination of this lease and any extension thereof in as good condition as received, except for reasonable wear and tear.
10. Lessee must provide portable toilet facilities at their expense for the use by their participants.

MAINTENANCE

Lessee Maintenance of Leased Premises. Except as provided below, Lessee shall, throughout the term of this Lease Agreement, and at its own cost and without any expense to Lessor, keep and maintain the leased premises, including weed control, tree maintenance, general appearance and housekeeping, and repairs and maintenance of the designated property, and all appurtenances thereto, in good condition by conducting maintenance including but not limited to, timely removal of rubbish and trash. Lessee shall maintain the Property in a functional condition, inspect premises on a regular basis to determine any hazardous conditions, which may exist, and take immediate action to correct such conditions if they exist.

Lessee will maintain all trees and shrubs planted in 2013 and after including, but not limited to Apple, Cherry, Choke Cherry, Plum, and Pear Vines.

Maintenance by City. Notwithstanding the paragraph above, the City will maintain all trees planted prior to 2013 (Cottonwoods, Ash, Russian Olives and Oak), if accessible by Forestry Staff and equipment. If those trees are not accessible to staff and equipment, the maintenance of the trees will be the responsibility of the Lessee.

Entry by City for Maintenance. Should Lessee at any time fail, neglect, or refuse to fulfill this obligation to repair and maintain after receiving written notice of such default and a minimum of thirty (30) days to correct such default, City may, but need not, enter the leased premises and make such repairs or alterations as in its opinion it may deem necessary, and may charge the costs of the same to Lessee to be paid upon the first day of the following month in addition to the rental, and should said costs not be so paid, this Lease Agreement shall be considered in default.

MUTUAL COVENANTS:

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

1. If the Lessee pays the rental as herein provided, and keeps, observes and performs all of the other covenants of this lease, the Lessee may, peaceably and quietly, have, hold, and enjoy the said premises for the term aforesaid;
2. This lease and all the covenants and provisions herein contained shall inure to the benefit of and be binding upon the successors and assigns of the parties and the public hereto; provided, however, that no assignment by, from, through or under the Lessee in violation of any of the provisions hereof shall vest in the assigns any right, title, or interest whatsoever;
3. The City is not, and never shall be, liable to any creditor of Lessee or any claimant against the estate or property of Lessee for any debt, loss, contract, or other obligation of Lessee.

The relationship between the City and Lessee is solely that of landlord and tenant, and does not and never shall be deemed a partnership or joint venture.

4. City's interest in and to said leased premises shall not be subject to or permitted to become subject to any lien or claims from or arising out of the use and occupation of the leased premises by Lessee. If and in the event such liens or claims arise or occur, Lessee shall promptly and forthwith cause the same to be released or discharged to the extent that the interest of the City is encumbered thereby.

INSURANCE REQUIREMENTS

During the term of the Lease and its extensions the Lessee agrees to carry Commercial General Liability insurance for personal injury and property damage, in at least the following amounts: \$1,000,000 per occurrence; \$2,000,000 annual aggregate.

The insurance policy or policies must be issued by a company licensed to do business in the State of Montana and having at least an "A" rating in the current A.M. Best's Manual. All such policies will be written on an occurrence basis. The policy must include the City as a named insured and primary with no right of subrogation against the City.

The Lessee shall furnish to the City on or before possession and thereafter on or before January 31st of each year, the certificate of insurance including a copy of the Additional Insured Endorsement, which shall be in a form acceptable to City. Claims-made policies are not acceptable and do not constitute compliance with the Lessee's obligation under this paragraph.

Providing the City of Great Falls proof of required insurance annually is a condition of this lease agreement. Failure to provide insurance documentation on or before January 31st of each year will be a violation to this agreement and will result in a loss of use of the designated property.

Lessee 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. Lessee is not authorized to represent the City or otherwise bind the City in any dealings between Lessee and any third parties. Lessee 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. Lessee shall maintain workers' compensation coverage for all members and employees of Lessee's business, except for those members who are exempted as independent contractors under the provisions of §39-71-401, MCA. Lessee shall furnish City with copies showing one of the following: (1) proof of registration as a registered contractor under Title 39, Chapter 9, MCA; (2) a binder for workers' compensation coverage by an insurer licensed and authorized to provide workers' compensation insurance in the State of Montana; or (3) proof of exemption from workers' compensation granted by law for independent contractors.

INDEMNIFICATION

To the fullest extent permitted by law, the Lessee agrees to defend, indemnify, and hold the City harmless against claims, demands, suits, damages, losses, and expenses connected therewith that may be asserted or claimed against, recovered from or suffered by the City by reason of any injury or loss, including but not limited to, personal injury, including bodily injury or death, property damage, occasioned by, growing out of, or in any way arising or resulting from Lessee’s use of the premises, including use by its agents, assigns, renters, employees and others using the Property. The City shall not be liable to Lessee or any third party for any damage or injury (including death) to persons or property resulting from any defect in the leased premises or the improvements thereon, whether such defects be the result of improper construction, lack of maintenance or repair, improper maintenance or repair or other cause whatsoever.

NONDISCRIMINATION

Lessee agrees that in the use of this Property Lessee will not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin, or any other classification protected under the law.

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.

ENFORCEMENT

In the event either party resorts to judicial proceedings to enforce any rights under this Lease or to obtain relief for the breach of any covenant hereof, the party ultimately prevailing in such proceedings shall be entitled to recover from the defaulting party the costs of such proceedings, including reasonable attorneys’ (including city attorneys’) fees and costs.

INVALIDITY

The invalidity or ineffectiveness, for any reason, of any portion of this Lease Agreement shall in no way affect the validity or enforceability of the remaining portion thereof and any invalid or unenforceable provisions shall be deemed severed from the remainder of the Lease Agreement.

WAIVER

The waiver by the City of, or the failure of the City to take action with respect to, any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition, or subsequent breach of same, or any other term, covenant or condition herein contained.

EFFECT OF LESSEE'S HOLDING OVER

Any holding over after the expiration of the term of this Lease Agreement with the consent of the City shall be construed to be a tenancy from month to month, at the same monthly rental as required pursuant to the terms of this Lease Agreement, and shall otherwise be on the terms and conditions herein specified so far as applicable.

BINDING EFFECT

It is mutually understood and agreed that each and every provision of this Lease Agreement shall bind and inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto. Masculine pronouns shall be construed as feminine or neuter pronouns and singular pronouns and verbs shall be construed as plural in any place in which the context may require such construction.

NOTICE

Any notice required to be given under this lease shall be in writing and may be served on either of the parties by mailing same in a sealed, postpaid envelope addressed to the City Manager at the Civic Center, Great Falls, Montana, and to the Lessee at address above stated, and by depositing such notice in any United States Post Office or letter receptacle, and which notice shall be deemed to have been made upon the date of mailing.

ENTIRE AGREEMENT

There are no conditions to the lease, either subsequent or precedent, except as set forth herein. This Lease constitutes the entire agreement between the parties and no representations or warranties have been made by the City to the Lessee save those contained herein.

APPLICABILITY

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

CITY OF GREAT FALLS,

**SUNBURST UNLIMITED
INCORPORATED,**

Gregory T. Doyon, City Manager

By: _____
(signature)

(printed name)

ATTEST:

Its: _____
Title or Office

Lisa Kunz, City Clerk

(SEAL OF THE CITY)

APPROVED FOR LEGAL CONTENT:

Sara R. Sexe, City Attorney

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