



**City Commission Agenda
Civic Center, 2 Park Drive South, Great Falls, MT
Commission Chambers Room 206
June 5, 2018**

CALL TO ORDER 7:00 P.M.

PLEDGE OF ALLEGIANCE

ROLL CALL/STAFF INTRODUCTIONS

AGENDA APPROVAL

CONFLICT DISCLOSURE/ EX PARTE COMMUNICATIONS

PROCLAMATIONS

Men's Health Month.

PETITIONS AND COMMUNICATIONS

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

1. Miscellaneous reports and announcements.

NEIGHBORHOOD COUNCILS

2. Miscellaneous reports and announcements from Neighborhood Councils.

BOARDS AND COMMISSIONS

3. Appointment, Historic Preservation Advisory Commission.
4. Reappointments, Housing Authority Board of Commissioners.
5. Reappointment, Audit Committee.
6. Miscellaneous reports and announcements from Boards and Commissions.

CITY MANAGER

7. Miscellaneous reports and announcements from the 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.

8. Minutes, May 15, 2018, Commission Meeting.
9. Total Expenditures of \$3,063,421 for the period of May 1, 2018 through May 23, 2018, to include claims over \$5,000, in the amount of \$2,684,523.
10. Contracts List.

11. Approve Interlocal Agreement for the provision of 911 (PSAP) and emergency dispatch services to Cascade County, The City of Great Falls, The Town of Cascade, The City of Belt and The Town of Neihart.
12. Approve final payment for the Police Department Water Main Replacement/Re-route, in the amount of \$58,052.23 to United Materials of Great Falls, Inc., and \$586.39 to the State Miscellaneous Tax Fund and authorize the City Manager to make the payments.
13. Award a contract in the amount of \$866,028.00 to Thomas Dean & Hoskins Engineering (TD&H) for the Water Main Crossings Under the Upper Missouri River and Sun River, and authorize the City Manager to execute the contract documents.
14. Approve a Memorandum of Understanding and Project Funding and Maintenance Agreement including City Street funding participation of \$96,761.00 between the City of Great Falls and the Montana Department of Transportation for the Stuckey Road Improvements project, and authorize the City Manager to execute the agreement.

Action: Approve Consent Agenda as presented or remove items for separate discussion and/or vote

PUBLIC HEARINGS

15. Resolution 10237, Conditional Use Permit for a "two family residence" land use upon the property located at 3125 8th Avenue North.

Action: Conduct a public hearing and adopt or deny Res. 10237. (presented by Tom Micuda)

OLD BUSINESS

NEW BUSINESS

16. 2018/2019 HUD Annual Action Plan.

Action: Adopt or deny the proposed 2018/2019 Annual Action Plan for submission to the U.S. Department of Housing and Urban Development (HUD), and reaffirm the funding priorities approved by the Commission on May 15, 2018, for the 2018/2019 Community Development Block Grant Program (CDBG). (Presented by Tom Micuda)

ORDINANCES/RESOLUTIONS

17. Ordinance 3165, Amending OCCGF Section 9.4.030, Pertaining to Exceptions to the Prohibition of Drinking or Displaying of Alcoholic Beverages in Public Places.
Action: Adopt or deny Ord. 3165. (Presented by Sara Sexe)
18. Ordinance 3181, Repealing and Replacing Title 8, Of The Official Code Of The City Of Great Falls (OCCGF), Pertaining To Health And Safety.
Action: Accept or not accept Ord. 3181 on first reading and set public hearing for June 19, 2018. (Presented by Sara Sexe)
19. Ordinance 3187, Amending Ordinance 2903, for the property located in Jewell Addition, Lot 4, Block 1 to allow a "Residence, Multi-family" land use within the Emerald Green PUD.
Action: Accept or not accept Ord. 3187 on first reading and set a public hearing for July 3, 2018. (Presented by Tom Micuda)
20. Resolution 10235, Establishing a Policy Concerning Appointments to Boards and Commissions and Repealing Resolution 10059.

Action: Remove Res. 10235 from the table for purposes of discussion and potential action on the item. (Presented by Sara Sexe)

21. Resolution 10236, Declaring and certifying a nuisance located on certain property at 1425 3rd Avenue Southwest has been abated.

Action: Adopt or deny Res. 10236. (Presented by Tom Micuda)

22. Resolution 10238, Create City of Great Falls Park District Number 1.

Action: Adopt or deny Res. to 10238 to Create Great Falls Park District Number 1. (Presented by Steve Herrig)

CITY COMMISSION

23. Miscellaneous reports and announcements from the City Commission.

24. Commission Initiatives.

ADJOURNMENT

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



Item: Appointment to the Historic Preservation Advisory Commission.

From: City Manager's Office

Initiated By: City Commission

Presented By: City Commission

Action Requested: Appoint one member to the Historic Preservation Advisory Commission.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission appoint _____ to fill the remainder of a three-year term through April 30, 2020, to the Historic Preservation Advisory Commission.”

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

Staff Recommendation:

It is recommended that the City Commission appoint one member to the Historic Preservation Advisory Commission to fill the remainder of a three-year term through April 30, 2020.

Summary:

Historic Preservation Advisory Commission member Ruthann Knudson began serving on the Commission in June of 2015. Ms. Knudson recently passed away, therefore, it is necessary to appoint one member to fill the remainder of her term.

Background:

The Historic Preservation Advisory Commission was created to promote the preservation of historic and prehistoric sites, structures, buildings and districts through the identification, evaluation and protection of historic resources within the County and City.

This program is intended to promote the public interest and welfare by:

1. Enhancing the visual character of the City and County by encouraging preservation ideals;
2. Promoting the tourist industry of the City and County by encouraging the preservation of historically significant buildings and structures;
3. Fostering public appreciation of and civic pride in the beauty of the community and the

accomplishments of the past;

4. Integrating historic preservation into local, State and federal planning and decision-making processes;
5. Safeguarding the heritage of the community by providing a system for identification and evaluation of historic buildings and structures representing significant elements of its history.

Members shall have expertise/qualifications in one (1) or more of the following areas: history, planning, archaeology, architecture, architectural history, historic archaeology, or other history preservation-related disciplines such as cultural geography or cultural anthropology. Ownership of property nominated to the National Register of Historic Places may also qualify a person to serve on this commission.

The HPAC consists of nine members -- four appointed by the City Commission, four appointed by the County Commission and the ninth member with professional architectural expertise chosen by a majority of the eight other members.

Advertising was done through the local media and on the City of Great Falls' website.

Continuing members of this board are:

- Ellen Sievert (City)
- Rich Ecke (City)
- Peter Jennings (City)
- Kristi Scott (County)
- Del Darko (County)
- Mark Bodily (County)
- Suzanne Waring (County)
- Ken Sievert (Permanent)

Citizens interested in this board are:

- Ken Robison

ATTACHMENTS:

- Application Robison



**BOARDS AND COMMISSIONS
CITIZEN INTEREST FORM**
(PLEASE PRINT OR TYPE)

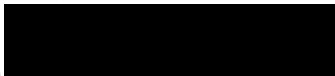
RECEIVED

APR 18 2018

Thank you for your interest. Citizen volunteers are regularly appointed to various boards and commissions. This application subject to Montana Right to Know laws.

CITY MANAGER

Board/Commission Applying For: <i>HISTORIC PRESERVATION ADVISORY COMMISSION</i>		Date of Application: <i>18 APRIL 2018</i>
Name: <i>KEN KENNETH G ROBISON</i>		
Home Address: <i>315 LAMPLIGHTER LANE</i>		Email address: <i>KENNETH GR@AOL.COM</i>
Home Phone: <i>406 868 3635</i>	Work Phone: <i>406 868-3635</i>	Cell Phone: <i>406 868 3635</i>
Occupation: <i>HISTORIAN/WRITER</i>	Employer: <i>SELF</i>	
Would your work schedule conflict with meeting dates? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (If yes, please explain)		
Related experiences or background: <i>REGIONAL + LOCAL HISTORIAN AUTHOR OF 7 BOOKS INCLUDING CASCADE COUNTY + GREAT FALLS CONTRIBUTING AUTHOR OF 4 BOOKS</i>		
Educational Background: <i>B.A. HISTORY UNIVERSITY OF MONTANA M.A. COLONIAL HISTORY GEORGE MASON UNIVERSITY</i>		
IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:		
Previous and current service activities: <i>2 1/2 YEARS NAVAL INTELLIGENCE HISTORIAN, OVERHOLSER HISTORICAL RESEARCH CENTER, FORT BENTON (17 years) COUNTY + CITY MEMBER, HPAC (12 YEARS) - SIX YEARS AS CHAIR HPAC HISTORIAN, EX-OFFICIO (CURRENTLY)</i>		
Previous and current public experience (elective or appointive): <i>NEIGHBORHOOD COUNCIL 6 (6 YEARS)</i>		
Membership in other community organizations: <i>BOARD UPPER MISSOURI RIVER HERITAGE AREA PLANNING CORP BOARD SUN RIVER VALLEY HISTORICAL SOCIETY BOARD J.C. ADAMS STONE BARN NON PROFIT CHAIR VINEGAR JONES CABIN COMMITTEE MEMBER HPAC FIRST PEOPLES RESOURCES COMMITTEE</i>		

Have you ever worked for or are you currently working for the City of Great Falls? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, where and when?	
Do you have any relatives working or serving in any official capacity for the City of Great Falls? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, who, which department, and relationship?	
Have you ever served on a City or County board? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, what board and when did you serve? NEIGHBORHOOD COUNCIL 6 (2002-8) COUNTY MEMBER HPAC 2001-17 HPAC CITY MEMBER 2002-2008	
Are you currently serving on a Board? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, which board?	
Please describe your interest in serving on this board/commission? I HAVE INTEREST IN MONTANA + LOCAL HISTORIC PRESERVATION + HISTORY I'VE GOT KNOWLEDGE + RESEARCH TALENT TO HELP HPAC EDUCATE + LEAD THE PUBLIC IN PRESERVATION	
Please describe your experience and/or background which you believe qualifies you for service on this board/commission? MY EDUCATION, NAVY EXPERIENCE, + PAST CONTRIBUTIONS TO HPAC ALL PERMIT ME TO BE A VALUABLE ADVISOR + CONTRIBUTOR TO HPAC + LOCAL PRESERVATION	
Additional comments: I WOULD BE PLEASED TO SERVE ON HPAC AND I WOULD OUR COMMUNITY CONTINUE TO IMPROVE + INCREASE PUBLIC PARTICIPATION IN HISTORIC PRESERVATION	
Signa 	Date: 18 April 2018

If you are not selected for the current opening, your application may be kept active for up to one year by contacting the City Manager's office. Should a board/commission vacancy occur within 30 days from the last City Commission appointment, a replacement member may be selected from citizen interest forms submitted from the last advertisement. For more information, contact the City Manager's office at 455-8450.

Return this form to:

City Manager's Office
 P.O. Box 5021
 Great Falls, MT 59403

Fax:
 (406) 727-0005

Email:
 kartis@greatfallsmt.net



Item: Reappointments, Housing Authority Board of Commissioners

From: City Manager's Office

Initiated By: City Commission

Presented By: City Commission

Action Requested: Reappoint two tenant members to the Great Falls Housing Authority Board of Commissioners for two-year terms through June 30, 2020

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission reappoint _____ and _____ as tenant members for two year terms through June 30, 2020 to the Great Falls Housing Authority Board of Commissioners.”

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

Staff Recommendation:

It is recommended that the City Commission reappoint Ashley Gates and Terri Sullivan for two year terms through June 30, 2020.

Summary:

Ashley Gates was appointed to the Housing Authority Board of Commissioners on June 7, 2017 for a partial term expiring June 30, 2018. Terri Sullivan was appointed for a partial term on July 5, 2017 with her term expiring on June 30, 2018. Both members are in good standing and are interested in serving their first full two year term.

Advertisement was done through the local media and also posted on the City's Website. No additional citizen interest was received.

Purpose

The Great Falls Housing Authority Board consists of seven commissioners appointed by the City Commission. Two commissioners must be residents of the Housing Authority properties. The Board is an independent authority responsible for setting policy for the operation and management of public

housing properties, HUD Section 8 program and other affordable housing programs. The Board also serves as the loan committee for the City's Housing Rehabilitation Program. The Board is also responsible for providing safe, decent, sanitary, and affordable housing for the community's low-income residents.

Tenant terms are two years and regular members are five years. The maximum uninterrupted length of service for tenant members shall be five consecutive terms; regular members are eligible to serve two consecutive terms.

Continuing members of the board are:

Ryan Hart
Michael McCleary
Joe Boyle
Timothy McKittrick
Jim Weber

Citizens interested in serving:

Terri Sullivan
Ashley Gates

Concurrences:

At its May 17, 2018 meeting, the Great Falls Housing Authority Board of Commissioners recommended the reappointment of Ashley Gates and Terri Sullivan to two year terms through June 30, 2020.

ATTACHMENTS:

- Housing Authority Board Recommendation Letter



1500 Chowen Springs Loop
Great Falls, MT 59405-2564
Office: 406-453-4311
Fax: 406-727-5566
TDD: 406-453-6327
e-mail: gfa@gfhousing.org
Website: www.gfhousing.org

May 22, 2018

To: Honorable Mayor and City Commission

From: Jim Weber, Chairperson
Great Falls Housing Authority Board of Commissioners

Re: GFHA Board Appointment Recommendation

At its May 17th, 2018 meeting, the Great Falls Housing Authority Board of Commissioners agreed to recommend Terri Sullivan and Ashley Gates for two year terms as Tenant Commissioners. A recent revision of the City of Great Falls Board Appointment Policy allows Great Falls Housing Authority Commissioners to serve five uninterrupted two-year terms for a maximum of ten years.

The GFHA Board of Commissioners would like to recommend to the City Commission that **Terri Sullivan and Ashley Gates** be appointed to a two year term to run from June 1st, 2018 through June 30th, 2020.

Vice Chairperson Boyle made a motion to recommend the reappointment of Terri Sullivan and Ashley Gates to the GFHA Board of Commissioners. Commissioner McKittrick seconded the motion with unanimous voice approval.





Item: Reappointment, Audit Committee.

From: City Manager's Office

Initiated By: City Commission

Presented By: City Commission

Action Requested: Reappoint Jeremy Trebas to the Audit Committee to fill a private citizen member position through June 30, 2021.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission reappoint _____ to the Audit Committee to fill a private citizen position through June 30, 2021.”

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

Staff Recommendation:

It is recommended that the City Commission reappoint Jeremy Trebas to the Audit Committee to fill a private citizen member position.

Summary:

Jeremy Trebas has served on the Audit Committee since December 2015. He is interested and eligible for a second term. Advertising was done through the local media and posted on the City of Great Falls website. No additional applications were received.

The Audit Committee was established by the City Commission in October of 1992 and consists of six members to include the Mayor, a Commissioner, the City Manager, the Fiscal Services Director and two private citizens.

The Audit Committee provides assurance that the financial disclosures made by management reasonably portray the City’s financial condition, results of operations and plans and long-term commitments. The Committee oversees the external audit coverage, reviews accounting policies and reviews financial statements.

Members of the Audit Committee should collectively possess technical expertise in accounting, auditing, and financial reporting to fulfill its duties.

Continuing members of this board are:

Mayor Kelly

Commissioner Houck

City Manager Doyon

Fiscal Services Director Kinzler

Private Citizen MaryEllen Kropp



Item: Minutes, May 15, 2018, Commission Meeting

From: City Clerk's Office

Presented By: City Commission

ATTACHMENTS:

- May 15, 2018 - - Draft City Commission Meeting Minutes

JOURNAL OF COMMISSION PROCEEDINGS

May 15, 2018

**Regular City Commission Meeting
Commission Chambers Room 206**

CALL TO ORDER 7:00 P.M.

PLEDGE OF ALLEGIANCE

ROLL CALL

City Commission members present: Bob Kelly, Mary Sheehy Moe, Bill Bronson and Owen Robinson. Commissioner Tracy Houck was excused. Also present were City Manager Greg Doyon and Deputy City Manager Chuck Anderson; City Clerk Lisa Kunz; Acting Public Works Director Mike Judge; Planning and Community Development Director Craig Raymond; Finance Director Melissa Kinzler; Assistant City Attorney Joe Cik; and, Police Captain Rob Moccasin.

AGENDA APPROVAL

No changes were proposed by the City Manager or City Commission. The agenda was approved as submitted.

CONFLICT DISCLOSURE/ EX PARTE COMMUNICATIONS

None.

PROCLAMATIONS

Emergency Medical Services Week, Kids To Parks Day, and Police Week.

PETITIONS AND COMMUNICATIONS

1. **Miscellaneous reports and announcements.**

Becky Arca, owner of Cheers Fitness, 900 9th Street South, Suite 3, announced that Cheers Fitness is home to Montana Storm All Star Cheerleading and Dance representing Great Falls all around the nation. The athletes with her today are all national champions. This year her cheer teams won six national championships, the dancers won three national championships, as well as finished in the top 10 at the summit world championship.

Shyla Patera, 1013 7th Avenue NW, commended Paradox Sports and Eagle Mount for hosting a climbing camp last weekend, as well as the Special Olympic athletes competing in Great Falls. She announced that North Central Independent Living Services will be conducting several walkability events in City parks this summer to make recommendations that would benefit people with disabilities.

John Hubbard, 615 7th Avenue South, commented about the recent Park District and Public Schools election results.

Brett Doney, Great Falls Development Authority (GFDA), 300 Central Avenue, thanked the City for its support of GFDA's Brownfields Program. GFDA was recently awarded an EPA Brownfields grant for environmental assessments to assist developers in redevelopment projects. He also provided a GFDA summary of Great Falls Montana Growth Highlights.

George Littlefield, 4225 Morningside Circle, explained that in 2005 he participated in getting legislation passed to provide for a definition of a school zone and doubling speeding fines in school zones. He inquired why school zone signs more recently changed from "Fines Double" to "Fines Higher." He concluded that Montana law says the penalty for violating the speed limit in a school zone is a double fine.

Assistant City Attorney Joe Cik responded that, at the time the Montana law changed in 2005 the signs read "Fines Double." However, the manual on Uniform Traffic Control Devices did not allow for that particular language on the signs. In response to that manual, the signs were taken down and replaced with "Fines Higher" signs. In 2009 there was a revision to that manual that also included the option of "Fines Double" signs. The estimated cost to the City to change out the signs is \$5,000. He concluded that the sentencing court has no discretion and has to fine the violator double the minimum fine amount if convicted of speeding in a school zone.

NEIGHBORHOOD COUNCILS

2. **Miscellaneous reports and announcements from Neighborhood Councils.**

None.

BOARDS AND COMMISSIONS

3. **Appointment, Library Board.**

Commissioner Robinson moved, seconded by Commissioner Bronson, that the City Commission appoint Samantha DeForest to the remainder of a five-year term through June 30, 2021, to the Library Board.

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

Commissioner Bronson noted that Samantha DeForest was one of his best students at Park University, and complimented her for helping the community.

Commissioner Moe and Mayor Kelly noted they were impressed with the amount of interest in the position from qualified people.

Commissioner Robinson noted that the Library Board is very excited about its recommendation.

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

Motion carried 4-0

4. **Miscellaneous reports and announcements from Boards and Commissions.**

None.

CITY MANAGER

5. Miscellaneous reports and announcements from the City Manager.

Deputy City Manager Chuck Anderson announced:

- Community Recreation Center opened the DeMolay Café.
- Council of Councils meeting is scheduled for May 22nd at 7 pm in the Gibson Room.
- Neighborhood Council 7 has created a strategic vision for the council to help with future recommendations to the Commission.
- The Great Falls Police Department annual award luncheon is scheduled for May 18th at the Convention Center at noon.
- Travis Brown began his internship for the City Attorney's Office.
- Public hearing notices are now being posted on the City's website, complimenting the current requirement of newspaper legal notices.

City Manager Greg Doyon reported:

- At yesterday's Strategic Advisory Committee meeting Homeland Security grant issuances and policy matters were discussed.
- Various committees that exist to make Montana safer provided updates at today's State Emergency Response Committee meeting. Today's big topic was flooding. He will provide his Montana League of Cities and Towns report to the Commission.
- He updated the Commission on his recent Association of Defense Communities trip to Fairbanks, Alaska. He was part of a key note presentation to the Fairbanks Chamber of Commerce, presented to the Military Affairs Commission, and participated in numerous panel conversations with the Fairbanks Economic Development Corporation, and the University of Alaska Tiger Team.

CONSENT AGENDA

6. Minutes, May 1, 2018, Commission Meeting.
7. Minutes, May 1, 2018, Special Commission Meeting.
8. Total Expenditures of \$2,206,603 for the period of April 14, 2018 through May 2, 2018, to include claims over \$5,000, in the amount of \$1,954,908.
9. Contracts List
10. Approve Final Payment for the 3rd Avenue Southwest Lift Station #18 Force Main Replacement, in the amount of \$11,234.92 to Phillips Construction, LLC., and \$113.48 to the State Miscellaneous Tax Fund and authorize the City Manager to make the payments. **OF 1695.4**

11. Approve the bid award to supply asphaltic concrete material to Great Falls Sand & Gravel, Inc., of Great Falls for \$709,250.

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

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

Mayor Kelly inquired about a Municipal Court expenditure on Item 8 to Dis Technologies. Director Kinzler explained that expenditure was for scanning/microfilming Municipal Court citations.

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

Motion carried 4-0

PUBLIC HEARINGS

OLD BUSINESS

12. 2018/2019 Community Development Block Grant (CDBG) Funding Priorities.

Planning and Community Development Director Craig Raymond reported that the City's CDBG/HOME program is a program that is funded by the federal government to help fund local community development. The primary goal is to assist the low to moderate income individuals in the community.

Because of Great Falls' size and demographic profile, the City is eligible to receive funding on an annual basis. Adherence to the priorities and policies that the federal government mandates is critical in order to be in compliance and continue to receive funding in the future. This year the City will receive \$776,621 of CDBG funds, and an award of \$285,831 in HOME funds.

The funding priorities for Commission consideration are set forth in the Annual Action Plan which must be submitted to HUD by June 30th after the public has had 30 days to comment on the plan.

Staff has spent a considerable amount of time and effort in seeking community input through a number of means including a Community Survey, Stakeholder Focus Groups, Neighborhood Council meetings and a Public Needs Hearing. The strategy being presented is a result of carefully considering public input and priorities.

First and foremost is the desire to focus on bigger projects and bigger, more visible impacts. Staff is proposing to focus on the three top priorities at this time in order to achieve this goal.

The recommendation as the highest priority is Public Improvements. Staff recommends 50% of

the funding be targeted grants towards enhancement of public infrastructure such as sidewalks, curb ramps and other City facilities, and 20% focused on the retrofitting of existing City facilities which are not currently up to ADA standards under this category.

Staff recommends that 45% be allocated toward Residential Rehab Loans. This will enhance the program and will provide funding for low and/or no interest loans for property owners with the goal of assisting low to moderate income citizens with bringing properties up to code, funding emergency water and sewer service projects and upgrading the housing stock in Great Falls. This will also include grant funding towards housing education and counseling which was an identified community need.

The final allocation recommendation is that 5% be set aside for Public Service grants. The three top priorities in this category were Homelessness Services, Senior Services and Alcohol and Drug Treatment. This represents only a small reduction in total dollars available than prior years. Staff anticipates this amount will be approximately \$66,600. One of the key changes to the program this year is that Public Service grant applicants will need to demonstrate that they are seeking funding for a new service or a documented expansion of a service.

The total projected budget for this coming year is \$1,573,621. Director Raymond explained how staff intends to promote a sustainable long term program.

Additionally, staff will be recommending HOME funds be allocated towards new construction and/or toward home residential renovation. Staff anticipates between \$150,000 to \$285,000 of HOME funds that can be allocated towards this important need.

Commissioner Robinson moved, seconded by Commissioner Moe, that the City Commission adopt the proposed use of CDBG Funds, as submitted, for the Public Improvements, Residential Rehab., and Public Services, for the 2018/2018 Community Development Block Grant (CDBG) Program for the inclusion in the 2018/2019 Annual Action Plan.

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

Shyla Patera, 1013 7th Avenue NW, and on behalf of North Central Independent Living Services, 1120 25th Avenue NE, is excited to see how the CDBG/HOME process moves forward. She has concerns about the rolling application process. Further, she suggested the use of HOME funds for construction should focus on universal design construction and education programs so that all builders and contractors could work toward the universal design standard.

There being no one further to address the Commission, Mayor Kelly again asked if there was any discussion amongst the Commission.

Commissioner Robinson was pleased that 20% of CDBG funds would be used for ADA improvements of existing public facilities.

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

Motion carried 4-0

NEW BUSINESS

13. **City of Great Falls Federal Grant Financial Policy.**

Finance Director Melissa Kinzler reported that federal grant guidelines require the City to have a Federal Funds Grant Financial Policy (Policy). The Policy is to ensure all federal requirements for grants are being implemented in full accordance with the Code of Federal Regulations, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The policy was reviewed and approved by the City's external auditors, Anderson ZurMuehlen.

Commissioner Moe moved, seconded by Commissioner Bronson, that the City Commission approve the City of Great Falls Federal Grant Financial Policy.

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

Mayor Kelly inquired if this was a boilerplate policy amongst cities and states. Director Kinzler responded affirmatively, added it includes specific language required by the Federal Code of Regulations.

Commissioner Moe inquired if there are any particular exceptions to the boilerplate specific to Great Falls that the Commission should be aware of. Director Kinzler responded that the \$5,000 purchasing policy specific to Great Falls is included on page 13 of the policy.

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

Motion carried 4-0

ORDINANCES/RESOLUTIONS

14. **Ordinance 3165, Amending OCCGF Section 9.3.040, Pertaining to Exceptions to The Prohibition of Drinking or Displaying of Alcoholic Beverages in Public Places.**

Assistant City Attorney Joe Cik noted that reference to the OCCGF on the agenda and in the agenda report should read 9.4.030 rather than 9.3.040. Assistant City Attorney Cik reported that the Business Improvement District (BID) has recently been utilizing pedlets for business establishments. Downtown businesses are utilizing the pedlet system, sidewalk extensions that extend out into public parking spaces to allow for continued pedestrian traffic, while allowing for fenced adjacent outdoor seating on public sidewalks. The business establishments are required to apply for and maintain a sidewalk café permit.

The Official Code of the City of Great Falls (OCCGF) 9.4.020 prohibits drinking or displaying alcoholic beverages in public places without City-issued permits. OCCGF 9.4.030 provides exceptions to said prohibition including certain areas of Centene Park and the Civic Center.

Ordinance 3165, if adopted, would allow business establishments that maintain a valid sidewalk café permit to serve, and customers consume, alcoholic beverages within the visibly designated sidewalk café areas.

Commissioner Bronson moved, seconded by Commissioner Moe, that the City Commission accept Ordinance 3165 on first reading and set the second reading for June 5, 2018.

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

Commissioner Moe inquired about the term "display." Assistant City Attorney Cik responded that an open alcoholic container is prohibited in public places.

Mayor Kelly asked if there were any comments from the public. Hearing none, Mayor Kelly commented that pedlets are defined areas. He inquired if an establishment could set up tables and chairs in an allowable fenced in area, that is not a "pedlet," and serve alcohol if the establishment had the correct permit. Assistant City Attorney Cik responded affirmatively, adding the establishment would be required to obtain the sidewalk café permit from the Planning and Community Development Department.

Mayor Kelly inquired if there was an additional cost to serve alcohol. Assistant City Attorney Cik responded the establishment would have to comply with the licensing provisions through the State to actually serve alcohol which are additional fees.

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

Motion carried 4-0

15. **Resolution 10235, Establishing a Policy Concerning Appointments to Boards and Commissions and Repealing Resolution 10059.**

Assistant City Attorney Joe Cik reported that the Tourism Business Improvement District expressed concern over current appointment policy that makes it difficult to recruit and retain trustees of the Business Improvement District Boards. Many business owners within the District reside out of City limits, limiting the number of individuals that would qualify for trustee positions.

Current policy already allows consideration in appointments for the Housing Authority Board, Great Falls International Airport Authority and Library Board appointments. Adoption of Resolution 10235 would allow Business Improvement Districts the same consideration, and allows the District to more effectively recruit and retain trustees pursuant to their adopted bylaws.

Commissioner Robinson moved, seconded by Commissioner Bronson, that the City Commission adopt Resolution 10235.

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

Rebecca Engum, Tourism Business Improvement District (TBID) Executive Director, 100 1st Avenue North, commented that the TBID would appreciate the Commission's adoption of Resolution 10235. The intent of the requested change comes down to the TBID's ability to function and operate. The TBID bylaws do not include terms limits because of the difficulty in getting people to serve and commit to the Board of Directors. She explained that there are 29

eligible properties in Great Falls as a pool to pull from for the Board of Trustees; however, those 29 properties do have multiple owners. She explained the process she goes through when a trustee's term is about to expire. Last year when there were two positions open, the two incumbents applied. She subsequently learned that one of the incumbents was termed out and wasn't eligible to serve because of Resolution 10059. Thereafter, it took four months to find someone that was willing to serve. Director Engum noted that the TBID has independent operations from the City. She concluded that, using the bylaws as a governance tool, the TBID will be able to grow and diversify its operations and be consistent with the way a district should operate.

Andy Ferrin, Business Improvement District (BID) Chairman, 308 1st Avenue South, commented that the BID represents 180 parcels in downtown Great Falls. The BID sees no conflicts with the proposed changes, and requests that the Commission approve Resolution 10235.

Brett Doney, Convention and Visitors Bureau (CVB) Chairman, 300 Central Avenue, commented that CVB partners with the TBID and has one combined marketing plan for tourism for the City of Great Falls. To correct the operational issue, he requested Commission adoption of Resolution 10235.

There being no one further to address the Commission, Mayor Kelly asked if there was any discussion amongst the Commissioners.

In response to Commissioner Moe's inquiries regarding paragraphs 4 and 5, Assistant City Attorney Cik clarified that paragraph 4 is the only new provision. He explained that, although paragraph 5 sets forth if a member is in good standing and the board or commission recommends that the member be reappointed, his or her application shall be brought before the Commission for consideration for reappointment without advertising for further citizen interest, since late 2016 staff has been advertising for all positions and no additional citizen interest was generated with the additional advertising for any of the openings. Commissioner Moe commented that she would still want people to be able to apply and not for it just to be assumed that the current interested board member would get the second term without any further consideration.

Commissioner Moe further expressed that her concern with paragraph 4 is that the board may become stagnant. She suggested that paragraph 2 be amended to read: If a qualified successor does not apply, the member may serve an additional term.

Commissioner Bronson commented that this Commission ultimately decides who sits on these boards, and will always be in a position to decide whether a particular board is becoming stagnant. Additionally, the BID and TBID boards are created in accordance with state law and the membership of those boards is necessarily limited. Commissioner Bronson further commented that paragraph 5 was appropriate in that sometimes it takes more than one term to learn the process and become effective in that board position.

Mayor Kelly noted he was okay with Resolution 10235 as written, but would like all open board positions posted on the City's website regardless of the language set forth in paragraph 5.

Commissioner Robinson is supportive of reappointments of board members in good standing and being recommended for a second term without advertising.

Commissioner Moe was supportive of paragraph 5 if it was understood the Commission was going to consider all applicants for board positions. She, again, expressed concern with regard to paragraph 4.

After further Commission discussion, TBID Director Engum commented that a member's term is expiring June 30th that is limited out, and noted that paragraph 2 is in conflict with the TBID's bylaws. Prior to the adoption of the bylaws, the TBID's attorney, as well as City staff, reviews the bylaws.

Commissioner Bronson moved, seconded by Commissioner Robinson, that the City Commission table consideration of Resolution No. 10235 until June 5, 2018.

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

Motion to Table carried 4-0

CITY COMMISSION

16. **Miscellaneous reports and announcements from the City Commission.**

Commissioner Moe noted that she would not be attending Friday's award ceremony due to a scheduling conflict.

Mayor Kelly announced that the Special Olympics opening ceremony is tomorrow at the Four Seasons Arena.

17. **Commission Initiatives.**

None.

ADJOURNMENT

There being no further business to come before the Commission, **Commissioner Bronson moved, seconded by Commissioner Robinson, to adjourn the regular meeting of May 15, 2018, at 8:48 p.m.**

Motion carried 4-0

Mayor Bob Kelly

City Clerk Lisa Kunz

**Minutes Approved:
June 5, 2018**



Item: Total Expenditures of \$3,063,421 for the period of May 1, 2018 through May 23, 2018, to include claims over \$5,000, in the amount of \$2,684,523.

From: Fiscal Services

Initiated By: City Commission

Presented By: Melissa Kinzler, Fiscal Services Director

ATTACHMENTS:

- ▣ 5000 Report



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

PRESENTED BY: Fiscal Services Director

ACTION REQUESTED: Approval with Consent Agenda

LISTING OF ALL ACCOUNTS PAYABLE CHECKS ISSUED AVAILABLE ONLINE AT
www.greatfallsmt.net/fiscalservices/check-register-fund

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

ACCOUNTS PAYABLE CHECK RUNS FROM MAY 3, 2018 - MAY 23, 2018	3,019,812.82
MUNICIPAL COURT ACCOUNT CHECK RUN FOR MAY 1, 2018 - MAY 15, 2018	43,608.00
TOTAL: \$	<u>3,063,420.82</u>

GENERAL FUND

LEGAL

ZUERCHER TECHNOLOGIES, LLC	PROSECUTION SOFTWARE	8,820.00
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OTHER ADMIN

CTA ARCHITECTS ENGINEERS	PHASE I CC EXTERIOR ENVELOPE REHAB ARCHITECTURAL SERVICES	5,987.21
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PARK & RECREATION

GREGOIRE CONSTRUCTION	OF 1715.3 2017 ADA ACCESSIBLE PARKS (SPLIT AMONG FUNDS)	488.57
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SPECIAL REVENUE FUND

SUPPORT & INNOVATION

GREAT FALLS BUSINESS IMPROVEMENT DISTRICT	APRIL 2018 TAX DISTRIBUTION	6,370.80
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STREET DISTRICT

WESTERN SYSTEMS INC	REIMBURSEMENT FOR MDT CABINET	9,302.68
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PARK & RECREATION SPECIAL REVENUE

WADSWORTH BUILDERS CO	OF 1585.7 WEST BANK PARK PAVILION	8,049.36
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SPECIAL REVENUE FUND (CONT.)

FEDERAL BLOCK GRANTS

GREGOIRE CONSTRUCTION	OF 1715.3 2017 ADA ACCESSIBLE PARKS (SPLIT AMONG FUNDS)	11,725.56
KUGLIN CONSTRUCTION	OF 1715.1 2017 CDBG HANDICAP RAMPS/SIDEWALKS	19,426.90
CASCADE COUNTY	CDBG CONTRACT MEALS ON WHEELS	25,000.00
GRONDAHL RECREATION, INC	CDBG PLAYSTRUCTURE	40,000.00
MARKS LUMBER	CDBG LUMBER KRANZ PARK	5,000.00

ENTERPRISE FUNDS

WATER

BLACK & VEATCH CORP	OF 1519.6 WTP IMPROVEMENTS PHASE 1 UV & CHEMICAL BUILDING	65,642.40
INDUSTRIAL AUTOMATION CONSULTING	OF 1519.6 WTP IMPROVEMENTS PHASE 1 UV & CHEMICAL BUILDING	15,416.07
LARSON DATA COMMUNICATIONS	SCADA RADIO UPGRADE	29,008.80
USA BLUE BOOK	FLEX PRO CHEMICAL PUMP	6,038.00
HAYWARD GORDON ULC	SLOW MIX GEARBOX & SHAFT	18,437.00
LANDMARK STRUCTURES I, L.P.	OF 1625.2 GORE HILL TANK REPL. APP	155,704.48
BROADWATER FORD	2018 FORD F-150 SUPERCAB 8' BED	28,492.42
ADVANCED ENGINEERING & ENVIRONMENTAL SERVICES	OF 1625 H2O STORAGE TANK EVAL	33,037.61
SLETTEN CONSTRUCTION CO. STATE OF MONTANA	OF 1519.6 WTP IMP PH 1 CONSTRUCTION 1% WITHHOLDING FOR SLETTEN	691,756.56 6,987.44

SEWER

VEOLIA WATER NORTH AMERICA	MONTHLY WWTP OPERATION CONTRACT	300,285.27
VEOLIA WATER NORTH AMERICA	MONTHLY CONTRACTED CAPITAL IMPROVEMENTS	12,500.00
PHILLIPS CONSTRUCTION LLC	OF 1695.4 3RD AVE SW LIFT STATION #18 FORCE MAIN REPLACEMENT	11,234.92

STORM DRAIN

CENTRAL EXCAVATION	OF 1462.5 18TH ST S STORM DRAIN IMPROVEMENT PHASE 2B	192,920.87
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SANITATION

PRO-TAINER INC	REAR LOAD TRAILER	8,700.00
SNYDER INDUSTRIES INC	NEW 300 GALLON REFUSE CONTAINERS	39,750.00

PARKING

STANDARD PARKING CORPORATION	CONTRACT SERVICES APRIL 2018	33,369.85
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CIVIC CENTER EVENTS

GREAT FALLS COMMUNITY CONCERT ASSOCIATION	ADVANCE CASH OUT OF SEASON TICKET PROCEEDS	15,000.00
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INTERNAL SERVICES FUND

CENTRAL GARAGE

MOUNTAIN VIEW CO-OP	FUEL	32,619.82
SEWER EQUIPMENT CO OF AMERICA	MYERS WATER PUMP	11,267.23

DUVAL FORD LLC

2-2018 SEDAN PD INTERCEPTORS

52,948.92

TRUST AND AGENCY

COURT TRUST MUNICIPAL COURT

CITY OF GREAT FALLS FINES & FORFEITURES COLLECTIONS 37,765.00

PAYROLL CLEARING

STATE TREASURER	MONTANA TAXES	46,380.00
ICMA RETIREMENT TRUST	EMPLOYEE CONTRIBUTIONS	6,374.25
FIREFIGHTER RETIREMENT	FIREFIGHTER RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	51,537.04
MONTANA STATE FIREMAN'S ASSOC.	EMPLOYEE CONTRIBUTIONS	7,179.00
STATEWIDE POLICE RESERVE FUND	POLICE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	65,130.92
PUBLIC EMPLOYEE RETIREMENT	PUBLIC EMPLOYEE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	132,625.19
POLICE SAVINGS & LOAN	EMPLOYEE CONTRIBUTIONS	13,535.00
US BANK	FEDERAL TAXES, FICA & MEDICARE	200,535.81
AFLAC	EMPLOYEE CONTRIBUTIONS	10,761.41
NATIONWIDE RETIREMENT SOLUTIONS	EMPLOYEE CONTRIBUTIONS	13,750.95

UTILITY BILLS

NORTHWESTERN ENERGY	MARCH 2018 WATERPLANT CHARGES	6,324.45
ENERGY WEST RESOURCES	APRIL 2018 MONTHLY CHARGES	30,636.40
TALLEN TREASURE STATE	ELECTRICITY CHARGES FOR APRIL 2018	74,324.08
MONTANA WASTE SYSTEMS INC	APRIL 2018 MONTHLY CHARGES	86,374.69

CLAIMS OVER \$5000 TOTAL: \$ 2,684,522.93



Item: Contracts List

From: City Clerk's Office

Presented By: City Commission

ATTACHMENTS:

- ▣ Contracts List

COMMUNICATION TO THE CITY COMMISSION

DATE: June 5, 2018

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

PRESENTED BY: Darcy Dea, Deputy City Clerk

ACTION REQUESTED: Ratification of Contracts through the Consent Agenda

MAYOR’ S SIGNATURE: _____

CONTRACTS LIST

	DEPARTMENT	OTHER PARTY (PERSON OR ENTITY)	PERIOD	AMOUNT	PURPOSE
A	Park and Recreation- Trails	TD&H Engineering	06/05/2018-12/31/2018	\$14,700	Professional Services Agreement to prepare construction plans and specifications for West Bank Park Trail replacement Phase 3 of asphalt with concrete; redesign the sidewalk access between the rail crossing and the restroom sidewalk to meet ADA requirements; design the temporary trail to the boat launch ramp to meet ADA requirements, prepare bidding documents, advertisements & conduct pre-construction conference. OF 1585.9

B	Finance	Paymentus New World	Until either party provides notice of cancellation	\$1.65 credit card or debit card \$0.40/check per qualified utility rate transaction. \$3,635 + \$360 annually	Paymentus Master Services Agreement for electronic bill payment services for credit/debit cards and checks New World Software & serviced for utility integration – IVR-D2 software; and annual maintenance for the interface.
C	Finance	OnLine Information Services	Until either party provides notice of cancellation	\$0.35 per search-or up to \$5.00 per credit related reports	Services Agreement Addendum for Skiptracing Reports for collection purposes. (CR 040318.7A)
D	Public Works/ Engineering	Energy West	06/05/2018-09/30/2020	\$29,130.33	Professional Services Agreement for Encino Drive main utility relocate OF 1679.7
E	Public Works/ Water Plant	Nalco Company LLC d/b/a Nalco Water	06/05/2018-09/30/2018	N/A	Program Management Agreement Amendment No. 1 extends term of original agreement from June 30 th to September 30, 2018 (CR 0815187.10)
F	Park and Recreation	Williamson Fencing & Sprinklers	05/24/2018-07/13/2018	\$1,430.92	Ratifying Agreement to provide and install 88’ of 4’ high chain link fencing around the outdoor play area at the Community Recreation Center, 801 2 nd Avenue North

G	Planning and Community Development	NorthWestern Corporation d/b/a NorthWestern Energy	Permanent	\$1.00	Underground Electric Easement to construct an underground utility line at 501 River Drive, Township 20, Range 03 East, P.M.M. Section 11: Lot 009, Block 004, of the Broadwater Bay Business Park Addition
H	Planning and Community Development	Montana Department of Commerce	06/05/2018-03/31/2019	\$8,000	Montana Main Street Contract #MT-18-MMS-60-004 to fund a downtown pedlet placemaking project Phase II (CR 090517.8B)
I	Planning and Community Development	Great Falls Business Improvement District (BID)	06/05/2018-03/31/2019	N/A	Memorandum of Understanding to carry out the terms of the Montana Main Street pedlet project Phase II #MT-18-MMS-60-004. (CR 090517.8B (grant) and 060518.H
J	Public Works/Engineering	Great Falls Sand and Gravel, Inc.	06/05/2018-07/31/2018	\$18,355	Agreement to remove and replace asphalt and concrete, and repair/replace damaged irrigation and install sod at the Great Falls Police Department OF 1648.1



Item: Provision of 911 PSAP & ER Dispatch Services MOU

From: Great Falls Police Department

Initiated By: Dave Bowen, Police Chief

Presented By: Dave Bowen, Police Chief

Action Requested: Approve Interlocal Agreement for the provision of 911 (PSAP) and emergency dispatch services to Cascade County, The City of Great Falls, The Town of Cascade, The City of Belt and The Town of Neihart.

Suggested Motion:

1. Commissioner moves:

"I move that the City Commission (approve/deny) the Interlocal Agreement for the provision of 911 (PSAP) and emergency dispatch services to Cascade County, The City of Great Falls, The Town of Cascade, The City of Belt and The Town of Neihart."

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

Staff Recommendation:

Staff recommends that the City Commission approve the Interlocal Agreement for the provision of 911 (PSAP) and emergency dispatch services to Cascade County, The City of Great Falls, The Town of Cascade, The City of Belt and The Town of Neihart.

Summary:

Staff is updating the +20 yr old Interlocal Agreement with the 911 PSAP and Emergency Dispatch Services to reflect new policies and procedures and to more accurately outline expectations for all users.

Background:

Since 1987 a consolidated 9-1-1 center has served Cascade County, the City of Great Falls, Town of Cascade, City of Belt, and Town of Neihart. All listed entities have found this effort to serve their needs for emergency services and have expressed interest in updating the existing agreement to reflect current changes.

Fiscal Impact:

User Fees and State 911 Quarters are used to fund the center. The general fund for the city pays for a portion of the user fees to cover the expense for police and fire services. Phone fees for users across the county help to pay for the remainder of the expenses for emergency services.

Alternatives:

City Commission could vote to deny the Agreement.

Concurrences:

The Agreement has already been approved and signed by Cascade County, Town of Cascade, the City of Belt and the Town of Neihart.

ATTACHMENTS:

- 911 PSAP & ER Services MOU

March 22, 2018

Agenda # 1

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: **Interlocal Agreement for the provision of 911 (PSAP) and emergency dispatch services to Cascade County, The City of Great Falls, The Town of Cascade, The City of Belt and The Town of Neihart.**

INITIATED AND PRESENTED BY: **Commission**

ACTION REQUESTED: **Approval of Contract**

BACKGROUND: The Montana Interlocal Cooperation Act permits local government units to make the most efficient use of their powers by enabling them to cooperate with other local government units on the basis of mutual advantage, and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities.

RECOMMENDATION: Approval of Contract

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Madam Chair, I move that the Commission approve Contract 18-98, Interlocal Agreement for the provision of 911 (PSAP) and emergency dispatch services to Cascade County, The City of Great Falls, The Town of Cascade, The City of Belt and The Town of Neihart.

MOTION TO DISAPPROVE:

Madam Chair, I move that the Commission disapprove Contract 18-98, Interlocal Agreement for the provision of 911 (PSAP) and emergency dispatch services to Cascade County, The City of Great Falls, The Town of Cascade, The City of Belt and The Town of Neihart.

INTERLOCAL AGREEMENT

FOR THE PROVISION OF 911 (PSAP) AND EMERGENCY DISPATCH SERVICES TO CASCADE COUNTY, THE CITY OF GREAT FALLS, THE TOWN OF CASCADE, THE CITY OF BELT AND THE TOWN OF NEIHART.

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

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

WHEREAS, Cascade County, the City of Great Falls, the Town of Cascade, the City of Belt, and the Town of Neihart are corporate political subdivisions of the State of Montana, and as such are "public agencies," as defined by Mont. Code Ann. § 7-11-103; and

WHEREAS, Mont. Code Ann. §10-4-103, authorizes public and private safety agencies to establish and participate in an emergency telephone system, as defined by Mont. Code Ann. § 10-4-103

WHEREAS, Cascade County, the City of Great Falls, the Town of Cascade, the City of Belt, and the Town of Neihart, by prior interlocal agreements with the City of Great Falls, have previously established a 911 jurisdiction, and an emergency telephone system, pursuant to an approved final plan, as defined by Mont. Code Ann. §§ 10-4-111 and 10-4-112

WHEREAS, Cascade County, the City of Great Falls, the Town of Cascade, the City of Belt, and the Town of Neihart intend to clarify the structure and administration of the preexisting 911 jurisdiction and emergency telephone system in conformance with the provisions of Mont. Code Ann §§ 10-4-101 through 10-4-315

NOW, THEREFORE, pursuant to the Montana Interlocal Cooperation Act, and in consideration of the mutual covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged, Cascade County, the City of Great Falls, the Town of Cascade, the City of Belt, and the Town of Neihart hereby agree as follows:

1. Purpose of Agreement

The purpose of this agreement is to clarify the structure and administration of the preexisting Cascade County 911 jurisdiction and emergency telephone system in conformance with the provisions of Mont. Code Ann §§ 10-4-101 through 10-4-315, and to further enhance the efficiency thereof.

2. Termination of Prior 911 and Dispatch Agreements

This agreement shall immediately terminate and supersede that certain Interlocal Agreement for the Provision of 911 (PSAP) and Emergency Dispatch Services to Cascade County, the City of Great Falls, the Town of Cascade, the City of Belt and the Town of Neihart, executed in May 1996 and the Administrative Procedures for the Combined Public Safety iSeries, dated February 2, 2007.

Further, this agreement shall immediately terminate and supersede any and all prior agreements between Cascade County and the City of Great Falls for the provision of emergency telecommunication (911/PSAP and dispatch) services. This agreement shall also immediately terminate and supersede any and all other prior agreements between the City of Great Falls and the Town of Cascade, the City of Belt, and the Town of Neihart for the provision of telecommunication (911/PSAP and dispatch) services.

However, this agreement shall not terminate or supersede the final 911 plan, as currently approved by the Montana Department of Administration pursuant to Mont. Code Ann. §§ 10-4-111 and 10-4-112 nor the Interlocal Agreement between the City of Great Falls and the Board of Cascade County Commissioners in re: the Zuercher Technologies, LLC Public Safety Software System.

3. 911 Jurisdiction

The boundaries of the Cascade County "911 Jurisdiction," as defined by Mont. Code Ann §10-4-101, are hereby established as and shall encompass all areas currently within the boundaries of Cascade County, the City of Great Falls, the Town of Cascade, the City of Belt, and the Town of Neihart, as currently and may hereafter be designated in the final 911 plan approved by the Montana Department of Administration.

For purposes of receiving disbursements from the Montana Department of Administration pursuant to Mont. Code Ann. § 10-4-302, the designated 911 agency for the Cascade County 911 jurisdiction shall be the City of Great Falls which shall provide, on a contract basis, all 911 (PSAP) services and certain dispatch services to all public and private safety agencies within the boundaries of the Cascade County 911 Jurisdiction as provided herein. The Chief of Police of the City of Great Falls, or such other public safety agency officer of the City of Great Falls as the City of Great Falls may designate, shall be designated and serve as the administrator of the Cascade County 911 jurisdiction. Except as otherwise expressly provided herein, the administrator shall be responsible for carrying out the authority and responsibility of the City of Great Falls under this agreement.

4. Provision of 911 (PSAP) and Dispatch Services

The City of Great Falls, as a wholly independent entity, shall provide 911 (PSAP) and dispatch services to the City of Great Falls, Cascade County, the Town of Cascade, the City of Belt, and the Town of Neihart as described in this section.

(A) City of Great Falls

1. 911 (PSAP) Service. the City of Great Falls shall provide 24-hour direct dispatch, public service answering point services, as defined by Mont. Code Ann. § 10-4-101, within the boundaries of the City of Great Falls.

2. Other Services. Subject to the budget disclosure requirement set forth herein, the City of Great Falls, its sole discretion, may provide whatever other 911 (PSAP) and general dispatch services to authorized public and private safety and emergency service agencies and affiliates of the City of Great Falls.

(B) Cascade County

1. 911 (PSAP) Service. The City of Great Falls shall provide 24-hour direct dispatch, public service answering point services, as defined by Mont. Code Ann § 10-4-101, within the boundaries of Cascade County outside the boundaries of the City of Great Falls, the Town of Cascade, the City of Belt, and the Town of Neihart.

2. General Dispatch Services. Unless otherwise provided by an addendum to this agreement executed by the City of Great Falls and Cascade County, the City of Great Falls shall also provide comprehensive 24-hour general dispatch services to Cascade County. These general dispatch services shall include but not be limited to:

- (a) promptly answering emergency calls for assistance from the public;
- (b) accurately recording and conveying information to responders and following established response procedures as set forth in Exhibit A required by Cascade County public safety and emergency service resources; and
- (c) initiating the response and maintaining all communications reasonable or necessary to assure the completion of such response.

Cascade County public safety and emergency service agencies and affiliates authorized to utilize these general dispatch services shall be the Cascade County Sheriff's Department, Rural Fire Departments, Quick Response Units, and other authorized public safety and emergency service agencies or affiliates of Cascade County, as designated in writing by the board of Cascade County Commissioners.

3. Performance Standards. Except as otherwise provided by a written addendum to this agreement executed by the City of Great Falls and Cascade County, the City of Great Falls shall provide all 911 (PSAP) services required under this agreement to Cascade County pursuant to those certain performance standards set forth in **Exhibit A** "Cascade County (PSAP) Performance Standards."

4. Other Services. By a written addendum to this agreement executed by the City of Great Falls and Cascade County, the County may contract with the City of Great Falls for additional or revised 911 (PSAP) service, general dispatch services, or other ancillary or related services.

(C) Town of Cascade

1. 911 (PSAP) Service. The City of Great Falls shall provide 24-hour direct dispatch, public service answering point services, as defined by Mont. Code Ann. § 10-4-101, within the boundaries of the Town of Cascade.

2. Other Services. By a written addendum to this agreement executed by the City of Great Falls and the Town of Cascade, the Town of Cascade may contract with the City of Great Falls for additional or revised 911 (PSAP) service, general dispatch services, or other ancillary or related services.

(D) City of Belt

1. 911 (PSAP) Service. The City of Great Falls shall provide 24-hour direct dispatch, public service answering point services, as defined by Mont. Code Ann. § 10-4-101, within the boundaries of the Town of Belt.

2. Other Services. By a written addendum to this agreement executed by the City of Great Falls and the Town of Belt, the Town of Belt may contract with the City of Great Falls for additional or revised 911 (PSAP) service, general dispatch services, or other ancillary or related services.

(E) City of Neihart

1. 911 (PSAP) Service. The City of Great Falls shall provide 24-hour direct dispatch, public service answering point services, as defined by Mont. Code Ann. § 10-4-101, within the boundaries of the Town of Neihart.

2. Other Services. By a written addendum to this agreement executed by the City of Great Falls and the Town of Neihart, the Town of Neihart may contract with the City of Great Falls for additional or revised 911 (PSAP) service, general dispatch services, or other ancillary or related services.

5. Facilities, Personnel and Equipment

The City of Great Falls shall retain and have exclusive title, responsibility, and control over all existing and after-acquired facilities, equipment within the Emergency Communications Center, and personnel acquired or employed by the City of Great Falls to provide prior, existing, and future 911 (PSAP) and dispatch services to Cascade County, the City of Great Falls, the Town of Cascade, the City of Belt, and the Town of Neihart. The City of Great Falls shall hereafter provide and retain title, control and responsibility for all equipment and facilities within the Emergency Communications Center.

6. 911 Accounts

As the designated 911 agency for the Cascade County 911 jurisdiction, as defined by Mont. Code Ann §10-4-101, the City of Great Falls shall receive all disbursements from the State of Montana under Mont. Code Ann. § 10-4-302 for Cascade County, the City of Great Falls, the Town of Cascade, the City of Belt, and the Town of Neihart. Upon receipt, the City of Great Falls shall maintain and account for these disbursements in separate "911 accounts" for Cascade County, the City of Great Falls, the Town of Cascade, the City of Belt, and the Town of Neihart. The City of Great Falls shall administer these accounts in strict accordance with the provisions of this agreement and Mont. Code Ann. § 10-4-303, as may hereafter be amended. The City of Great Falls shall ensure that an adequate amount (at least 17%) of the 911 accounts fund is held in reserve as a contingency fund. GFOA principles and best practices will be used in maintaining 911 accounts.

7. Budget and Finance

For each fiscal year, the City of Great Falls, by and through the administrator of the Cascade County 911 jurisdiction, shall develop and provide to each of the undersigned entities a proposed annual budget including projected or actual costs and revenues for all 911 (PSAP) and emergency service dispatch operations provided by the City of Great Falls to all of the undersigned entities. Each fiscal year shall begin on the first day of July of each calendar year and shall end on the last day of June of the next succeeding calendar year.

The annual budget shall include a schedule of the total cost to each of the undersigned entities of 911 (PSAP) and dispatch services under this agreement for the subject fiscal year. Additionally, the budget shall include, but shall not be limited to, a statement of expenses for the following categories:

- | | |
|-----------------------------------|--|
| (a) Salaries & Overtime | (h) Employer Paid Insurance & Retirement |
| (b) Communication Services | (i) Professional Services |
| (c) Printing & Publishing | (j) Travel, Conferences & Schools |
| (d) Office & Operating Supplies | (k) Internal Services |
| (e) Rentals | (l) Data Processing |
| (f) Machinery & Equipment | (m) Utilities |
| (g) Repair & Maintenance Supplies | |

The annual budget shall also include a statement of the existing balances and year to date quarterly disbursements for each of the respective "911 accounts" maintained by the City of Great Falls for each entity's emergency telephone system disbursements from the State of Montana under Mont. Code Ann. § 10-4-302.

For each fiscal year, the City of Great Falls shall provide the **proposed annual budget** to the governing body (or duly authorized chief executive officer) of each of the undersigned entities **no later than the first day of May in advance of the subject fiscal year**. No later than the **second Tuesday in August of each year, each of the undersigned entities (except for the City of Great Falls) shall by resolution, approve or reject the annual budget**. In accordance with Mont. Code Ann. § 10-4-303, **a resolution of approval shall state to what extent, if any, the approving entity authorizes the City of Great Falls to lawfully satisfy that entity's costs** for the subject fiscal year from existing and projected **funds in the "911 account"** maintained by the City of Great Falls for that entity's emergency telephone system disbursements from the State of Montana under Mont. Code Ann. § 10-4-302.

If one or more of the undersigned entities fails or refuses to timely approve an annual budget as required herein, then this agreement shall terminate as to each such entity, effective on the first day of the next succeeding July, unless otherwise agreed in writing by each such entity and the City of Great Falls prior to the next succeeding first day of July. In the event that Cascade County, the Town of Cascade, the City of Belt, and the Town of Neihart all fail to timely approve the annual budget for the next fiscal year, this agreement shall terminate effective on the first day of the next succeeding July.

For each fiscal year, **each of the undersigned entities shall make payment to the City of Great Falls, on or before the fifteenth day (15th) of December**, of the first one-half (1/2) of the previously approved budgeted cost of that entity's 911 (PSAP) and dispatch services under this agreement. Thereafter, each of the undersigned entities shall make payment of the second one-half (1/2) of the previously approved budgeted cost of that entity's 911 (PSAP) and dispatch services on or before the **fifteenth day (15th) of the next succeeding June**. To the extent of existing funds in each entity's "911 Account," the City of Great Falls shall first satisfy each entity's biannual payment obligation with one-half (1/2) of the previously authorized expenditure of that entity's 911 account for the subject fiscal year, unless otherwise agreed in writing between the subject entity and the City of Great Falls. The City of Great Falls shall then satisfy the balance of each entity's biannual payment obligation with the biannual payment submitted. If any of the undersigned entities submits a biannual payment greater than the amount due for the particular budgeted biannual payment due (after applying any authorized charge on the entity's 911 account), the City of Great Falls shall promptly remit the excess to the subject entity.

In the event that any of the undersigned entities fail to timely submit sufficient funds to satisfy a biannual payment, that entity shall immediately make the necessary payment within five (5) business days of written demand from the City of Great Falls for payment of such deficiency. However, the City shall be foreclosed from demanding payment of such deficiencies if it has failed to make such demand with one (1) year of the due date of the subject payment.

At the end of each fiscal year, if the actual costs incurred by the City of Great Falls are less than the costs budgeted for that year, then the City shall apply the overage, on a pro-rata basis to each of the undersigned entities' budget shares, to the budget for the next fiscal year, or if agreed upon in writing by all affected parties, deposit the overage into a separate reserve account. If the City of Great Falls is inclined or required to incur additional unbudgeted costs in any fiscal year, then the City of Great Falls shall be exclusively responsible for such unbudgeted costs, except as the City may otherwise contract with any or all of the undersigned entities to offset such budget deficiency for that fiscal year.

8. Liability and Agency

The City of Great Falls shall provide all 911 (PSAP) and dispatch services required under this agreement as an independent contractor to Cascade County, the Town of Cascade, the City of Belt, and the Town of Neihart. Consequently, neither Cascade County, the Town of Cascade, the City of Belt, or the Town of Neihart shall be liable for any claim or action that may arise as a result of any errors or omissions of employees or agents of the City of Great Falls in the provision of services under this agreement. However, Cascade County, the Town of Cascade, the City of Belt, and the Town of Neihart shall be liable, respectively, for any claims or actions arising from error or omission in the provision of emergency services by them.

This agreement shall not create any new or independent government agency. Further, this agreement shall not create an agency relationship between the City of Great Falls and any of the other undersigned entities.

9. Termination by Notice.

Any party may terminate its participation in this agreement by resolution of its governing body and upon providing all other parties written notice of its intent to terminate the agreement pursuant to this section. Termination shall be effective only if the party provides notice of termination on or before the thirty-first (31st) day of December preceding the next succeeding fiscal year, i.e. the fiscal year of intended termination. Upon such timely notice, this agreement shall terminate on the next succeeding thirtieth (30th) day of June.

10. Termination for Cause

Any of the undersigned entities may terminate this agreement, as between the terminating entity and the responsible party, for cause upon satisfying the following conditions:

(A) providing the responsible party with written notice of unsatisfactory performance, issued by the governing body (or authorized chief executive officer) of the terminating entity, specifying in detail a material breach of this agreement by the responsible party;

(B) the responsible party failing or refusing to correct the alleged deficiency within thirty (30) days of the date of notice of unsatisfactory performance;

(C) upon the responsible party's failure or refusal to timely correct the deficiency, providing the responsible party with written notice of intent to terminate this agreement; and

(D) providing the responsible party with written notice of termination no sooner than one hundred twenty (120) days but no later than one hundred fifty (150) days after providing notice of intent to terminate.

Upon satisfaction of all of these conditions, this agreement shall immediately terminate, as between the terminating entity and the responsible party only. A material breach of this agreement shall include but shall not be limited to any material failure to comply with the service performance standards or protocols included or incorporated into this agreement by exhibit or addendum.

11. Biannual Status Meetings

At least twice per fiscal year, on or about the last Wednesday in March and on or about the last Thursday in September, the City of Great Falls shall notice and hold a meeting of the chief executive officers of the undersigned entities, together with representatives of all known public and private users of the Cascade County 911 PSAP and dispatch system. The agenda of these meetings shall be set to address any issues of significance to any of the undersigned entities regarding the status and efficiency of the Cascade County 911 jurisdiction and shall specifically include but shall not be limited to a general operational and fiscal status report by the City of Great Falls.

12. 911 Dispatch Advisory Board

The 911 Dispatch Advisory Board is established as an advisory body to make recommendations on budgetary matters and performance standards to the City of Great Falls City Manager and the Cascade County Commissioners regarding emergency dispatch services provided under this Agreement. The Board will be comprised of the following individuals: City of Great Falls Chief of Police, Sheriff of Cascade County, Chief of Great Falls Fire Rescue Department, Disaster and Emergency Services Coordinator for Cascade County, and the Cascade County Emergency Medical Director. The Chief of Police will preside over the meetings and the Board shall not act officially except at a meeting in which a quorum, consisting of a majority of the members, is present and upon the majority vote of those members present.

Board Responsibilities and Duties:

- A. Review the annual budget for the 911 Communications Center and make comments and recommendations prior to the budget being submitted to the Cascade County Commissioners and to the City of Great Falls City Manager and City Commissioners for final approval;
- B. Inform the City of Great Falls City Manager and Cascade County Commissioners of any situations or circumstances which might reduce the service capability or performance level of the 911 dispatch system;
- C. Coordinate the dispatch needs and requirements of all participating public safety agencies utilizing the 911 Communications Center;
- D. Provide input for the development and implementation of the policies regarding performance standards of the 911 Communications Center;
- E. Meet quarterly unless more frequent meetings are deemed necessary by the Board;
- F. Other duties as necessary to promote effective and efficient operation of the 911 Communications Center.

13. Duration

The agreement shall be immediately effective upon its execution by the duly authorized representatives of Cascade County, the City of Great Falls, the Town of Cascade, the City of Belt, and the Town of Neihart. This agreement shall continue in force and effect until such time as all parties mutually terminate this agreement or as otherwise expressly provided in Sections 7, 9 and 10 of this agreement.

14. Distribution of Assets

Upon termination of this agreement, either in total or with regard to particular entities, the City of Great Falls shall retain and have exclusive title, responsibility, and control over all existing and after-acquired facilities, equipment within the Emergency Communications Center, and personnel acquired or employed by the City of Great Falls to provide prior, existing, and future 911 (PSAP) and dispatch services to Cascade County, the City of Great Falls, the Town of Cascade, the City of Belt, and the Town of Neihart. The City of Great Falls shall thereafter provide and retain title, control and responsibility for all equipment and facilities within the Emergency Communications Center.

However, upon termination of this agreement, either in total or with regard to particular entities, the City of Great Falls shall, within thirty (30) days of termination, transfer to the governing body (or duly authorized accounting officer) of each terminated entity all existing funds held by the City of Great Falls in each such entity's 911 account, as defined in Section 6 of this agreement. However, upon fifteen (15) days prior notice to the terminated entity, the City of Great Falls may offset such transfer to the extent of any unsatisfied budgeted amount due to the City under this agreement for the subject fiscal year.

15. Amendment

Except as otherwise expressly provided herein, this interlocal agreement may not be amended except by a written agreement of the undersigned parties, in conformance with the requirements of the Montana Interlocal Cooperation Act, codified at Title 7, Chapter 11, Part 1, Mont. Code Ann.

16. Severability

If any term of this agreement should hereafter be declared or become void or unenforceable by judicial decree or operation of law, all other terms of this agreement shall continue to be effective unless the void or unenforceable term tends to materially defeat the manifest intent and purpose of this agreement.

17. Merger

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

18. Construction

In the event of any ambiguity or imprecision in regard to the construction of the provisions of this agreement, such ambiguity or imprecision shall not, as a matter of course, be construed against any of the undersigned entities. All provisions of this agreement shall be construed to affect the manifest intent and purpose of this agreement.

19. Assent

Pursuant to Mont. Code Ann. § 7-11-104 the undersigned Cascade County, the City of Great Falls, the Town of Cascade, the City of Belt, and the Town of Neihart hereby authorize, approve, and execute the terms of this interlocal agreement.

DATED this _____ day of _____, 2018.
City of Great Falls, Montana

Greg Doyon, City Manager

APPROVED by the City Commission of the City of Great Falls, Cascade County, Montana, on this _____ day of _____, 2018.

City Commission of the City of Great Falls, Cascade County, Montana

Bob Kelly, Mayor

ATTEST:

Lisa Kunz, City Clerk

(City Seal)

APPROVED TO FORM:

Sara R. Sexe, City Attorney

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

I, Lisa Kunz, City Clerk of the City of Great Falls, Montana, do hereby certify that the foregoing Interlocal Agreement was placed on its final passage and approved by the City Commission of the City of Great Falls, Montana, at a meeting thereof held on the _____ day of _____, 2018, and approved by the Mayor of the City of Great Falls on the _____ day of _____, 2018.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Great Falls this _____ day of _____, 2018.

Lisa Kunz, City Clerk
(CITY SEAL)

DATED this 15th day of May, 2018.

City of Belt, Montana

[Redacted Signature]

Jim Olson, Mayor

ATTESTED this 15th day of MAY, 2018.

[Redacted Signature]

By Deputy

[Redacted Signature]

RIINA FONTANA MOORE, CASCADE COUNTY



DATED this 22nd day of MAY, 2018.

Board of County Commissioners, Cascade County

[Redacted Signature]

Jane Weber, Commissioner

[Redacted Signature]

Joe Briggs, Commissioner

[Redacted Signature]

Jim Larson, Commissioner

ATTEST:

Cascade County Clerk

DATED this 15 day of MAY, 2018.

City of Neihart, Montana

[Redacted Signature]

Steve Taylor, Mayor

ATTESTED this 15th day of MAY, 2018.

[Redacted Signature]

By Deputy

[Redacted Signature]

RIINA FONTANA MOORE, CASCADE COUNTY



DATED this 16th day of MAY, 2018.
Town of Cascade, Montana

[Redacted Signature]

Murry Moore, Mayor

ATTESTED this 16th day of MAY, 2018.

[Redacted Signature]

By Deputy

[Redacted Signature]



RINA FONTANA MOORE, CASCADE COUNTY CLERK AND RECORDER

Exhibit A
Cascade County PSAP Performance Standards

A. Scope and Application

The performance standards set forth herein are applicable to the 9-1-1/Public Safety Answering Point (PSAP) and Dispatch services provided by the City of Great Falls to Cascade County. These standards are meant to supplement those provided by the City of Great Falls for services particular to Cascade County.

These performance standards shall serve as guidelines to the City of Great Falls Public Safety Communications Officers (PCSO's) (according to MCA 7-31-201 & MLEA Certification) regarding the basic levels of performance expected by Cascade County. These standards are not meant to infringe upon, or take away from, any policy, procedure, or authority provided by the City of Great Falls in regard to the 9-1-1/PSAP and Dispatch operations.

Those services provided by the PSAP to Cascade County will extend only to those emergency services supplied, or governed by, the Cascade County Commission. Those services included:

- Cascade County Sheriff's Office
- Cascade County Rural Fire Departments
- Cascade County Quick Response Teams (QRT's)
- Cascade County Department of Emergency Services (DES)
- Cascade County Search & Rescue
- Belt City Ambulance Service
- Gore Hill Ambulance Service

In addition, the PSAP will provide Dispatch service for the following agencies as they pertain to emergency response in Cascade County:

- Great Falls Emergency Services (Ambulance)
- Mercy Flight Air Medical Service
- Fairfield Ambulance

This list may be supplemented as necessary from time to time with the concurrence of the County Commission and the Great Falls City Manager.

Performance issues will be dealt with on an operational level. If not resolved at that level they will simultaneously be referred to the Chief of Police, Sheriff, and DES Coordinator for review and resolution.

The PSAP will provide Emergency Medical Dispatch (EMD) in Cascade County in accordance with the Montana Criteria Based Dispatch Guidelines. These guidelines are subject to occasional review and approval of the Cascade County Emergency Medical Director, and the Cascade County Commission. Any medical changes must be coordinated through the Cascade County Emergency Medical Director. Any substantial procedural changes must be coordinated through the Cascade County Emergency Medical Director and the Cascade County Commission.

Exhibit A
Cascade County PSAP Performance Standards

B. Prioritization of Services

1. First priority for all PSAP and Dispatch operations will always be responder safety. This is based upon the premise that there will be no response to the incident if the responder cannot reach the victim. As such, the following will be the priorities for event handling in the PSAP:
 - a. Emergency Radio Traffic
 - b. 9-1-1 trunks
 - c. Other emergency/alarm telephone lines
 - d. Administrative Lines
 - e. Non-Emergency Response Radio Communications
2. PSCO's will make every effort to process 9-1-1 calls and dispatch the required response within one minute of receiving information required for emergency responders.
3. PSCO's will be trained in the locations and general coverage patterns of the Cascade County radio systems PSCO's will be trained on the geography of Cascade County, to include communities, townships, Rural Fire Districts, and QRT response areas. Upon changes to the Geographic Information System (GIS) data for those areas required for Enhanced 9-1-1 landline and wireless 9-1-1 operations, or upon request from the PSAP Manager or authorized designee, Cascade County will provide updated (GIS) data for those areas.
4. Cascade County will be responsible for providing accurate addressing information for all locations within Cascade County outside the incorporated boundaries of the City of Great Falls. Reported errors in the addressing information (or GIS data referenced in paragraph B.3.), will be promptly reported to the appropriate Cascade County addressing and/or GIS authority by the PSAP manager or other authorized designee.

C. Documentation of Extraordinary Events

In the event of unforeseen events which may or may not be adequately addressed by the general guidelines set forth herein, and where immediate supervisory assistance may not be available, PSCO's may exercise independent judgment and initiative in accordance with the policies and procedures established by the City of Great Falls. Upon such event, the PSCO shall document the time, date, nature of the incident, and the basis for the dispatch decisions of the PSCO. Such documentation shall be given to the PSAP Manager for review. Upon review, the PSAP Manager shall distribute the documentation to the appropriate response agencies within Cascade County.

Exhibit A
Cascade County PSAP Performance Standards

D. Modification of Standards

The PSAP performance standards set forth herein shall not be modified except by written agreement of the City manager of the City of Great Falls, and the governing body of Cascade County.



Item: Construction Final Pay: Police Department Water Main Replacement/Re-route, O. F. 1684

From: Engineering Division

Initiated By: Public Works Department

Presented By: Jim Rearden, Public Works Director

Action Requested: Consider and Approve Final Pay request

Suggested Motion:

1. Commissioner moves:

"I move the City Commission (approve/not approve) Final Payment for the Police Department Water Main Replacement/Re-route, in the amount of \$58,052.23 to United Materials of Great Falls, Inc., and \$586.39 to the State Miscellaneous Tax Fund and authorize the City Manager to make the payments."

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

Staff Recommendation:

Approve final payment request.

Summary:

This project replaced existing water main which ran along the north side of the Police Department and relocated the water main that went through Energy West's parking lot. The Police Department's existing water service was also replaced.

Background:

Four bids were received and opened for this project on March 21, 2018.

United Materials submitted the low bid of \$131,350.00.

The City Commission awarded the contract to United Materials on April 3, 2018.

The final project cost is \$103,119.90 which is \$28,230.10 less than the total contract amount. The lack of type II bedding, import material, and little miscellaneous work contributed to the low final contract

amount.

This project replaced approximately 480 lineal feet of 8-inch ductile iron water main with 8-inch PVC water main; replaced 1 fire hydrant and 2 water service connections; installed 160 lineal feet of 2-inch copper; 390 square yards of gravel; and 360 square yards of asphalt pavement.

United Materials has completed all work and items on the punch list. The City can accept the project and execute Final Payment. The two year warranty period started at the time of substantial completion, which was May 11, 2018.

Fiscal Impact:

This project is funded through the Police Department, Water Capital Improvement Fund, and Street Department Maintenance Fund.

Alternatives:

The City Commission could vote to deny Final Pay.

ATTACHMENTS:

- Final Pay OF1684

APPLICATION FOR PAYMENT NO. FINAL

To: City of Great Falls (OWNER)
 From: United Materials of Great Falls, Inc. (CONTRACTOR)
 Contract: Police Department Water Main Replacement/Re-Route, O. F. 1684
 Project: Water Main Replacement
 OWNER's Contract No. _____ ENGINEER's Project No. PW351802
 For Work accomplished through the date of: May 18, 2018

1.	Original Contract Price:	\$	<u>131,350.00</u>
2.	Net change by Change Orders and Written Amendments (+ or -):	\$	<u>0.00</u>
3.	Current Contract Price (1 plus 2):	\$	<u>131,350.00</u>
4.	Total completed \$ _____ and stored \$ _____ to date:	\$	<u>103,119.90</u>
5.	Retainage (per Agreement):		
	<u>0</u> % of Completed Work: \$ <u>0.00</u>		
	<u>0</u> % of stored material: \$ <u>0.00</u>		
	Total Retainage:	\$	<u>103,119.90</u>
6.	Total completed and stored to date less retainage (4 minus 5):	\$	<u>103,119.90</u>
7.	Less previous Applications for Payments:	\$	<u>44,481.28</u>
8.	Gross Amount Due this application: (6 minus 7):	\$	<u>58,638.62</u>
9.	Less 1% State Gross Receipts Tax:	\$	<u>586.39</u>
10.	DUE THIS APPLICATION (8 MINUS 9):	\$	<u>58,052.23</u>

Accompanying Documentation:

CONTRACTOR's Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through FINAL inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated 5-22-18

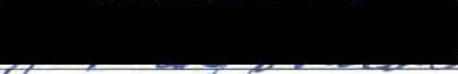
United Materials of Great Falls, Inc.
CONTRACTOR

By: 

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated May 22, 2018

City of Great Falls
ENGINEER

By: 

EJCDC No. 1910-8-E (1996 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute. Modified by the City of Great Falls to add items 9 and 10.



City of Great Falls
 2 Park Dr S
 Great Falls, MT 59401
 Phone (406) 455-8425

**Purchase Order
 No. 2018-00000310**

DATE 04/09/2018

Ship To
 CITY OF GREAT FALLS
 PUBLIC WORKS DEPARTMENT
 1005 25TH AVE NE
 GREAT FALLS, MT 59404

Bill To
 CITY OF GREAT FALLS
 ACCOUNTS PAYABLE
 PO BOX 5021
 GREAT FALLS, MT 59403

Vendor
Vendor No. 1072
 UNITED MATERIALS OF GREAT FALLS INC
 PO BOX 1690
 GREAT FALLS, MT 59403-1690

DELIVER BY
SHIP VIA
FREIGHT TERMS
 PAGE 1 of 1
ORIGINATOR: Kari Wambach

NOTE:

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	EACH	CONTRACT SERVICES - OF 1684 POLICE DEPT WMR/RE-ROUTE APP 040318 2520.31.531.43690 - OTHER REPAIR & MAINTENANCE SERVICES 5,490.00 PW351802 4001.21.311.49310 - IMPROVEMENTS OTHER THAN BUILDINGS 40,500.00 PW351802 5210.31.556.49310 - IMPROVEMENTS OTHER THAN BUILDINGS 72,225.00 PW351802	118,215.0000	\$118,215.00
PURCHASE ORDER TOTAL				\$118,215.00

Special Instructions: PURCHASE ORDER NO. MUST APPEAR ON ALL INVOICES, PACKING SLIPS, AND CORRESPONDENCE.

By accepting this purchase order contract, both the seller and the City of Great Falls agree that they will perform their obligations in accordance with all applicable laws and ordinances. All documents relative to this purchase order contract shall be interpreted and construed according to the laws of the State of Montana.

PROJECT FUNDING/EXPENDITURE SUMMARY

POLICE DEPARTMENT WATER MAIN REPLACEMENT/RE-ROUTE

PREPARED BY THE CITY ENGINEERS OFFICE O. F. 1684

PAYEE	FUND	NO. 1	FINAL	CLAIM - NUMBER / AMOUNT / DATE		CONTRACT AMOUNT	EXPENDITURES TO DATE	BALANCE
				NO.	AMOUNT / DATE			
CONTRACTOR: United Materials of Great Falls, Inc.	Water Department	\$18,536.47	\$41,947.08			\$79,447.50	\$60,463.55	\$18,983.95
	Police Department	\$25,500.00	\$11,724.01			\$44,595.00	\$37,224.01	\$7,370.99
	Street Department		\$4,381.15			\$6,039.00	\$4,381.15	\$1,657.85
	TOTAL	\$44,036.47	\$58,052.24	\$0.00	\$0.00	\$130,081.50	\$102,068.71	\$27,992.79
	INVOICE DATE	5/3/2018	5/22/2018					
MT. DEPT. OF REV. United Materials of Great Falls, Inc.	Water Department	\$187.24	\$423.71			\$802.50	\$610.95	\$191.55
	Police Department	\$257.57	\$118.42			\$405.00	\$375.99	\$29.01
	Street Department		\$44.25			\$61.00	\$44.25	\$16.75
	TOTAL	\$444.81	\$586.39	\$0.00	\$0.00	\$1,268.50	\$1,031.20	\$237.30
	INVOICE DATE	5/3/2018	5/22/2018					
MISCELLANEOUS	Water Department	\$400.00	\$659.14	\$125.98		\$1,750.00	\$1,185.12	\$564.88
	TOTAL	\$400.00	\$659.14	\$125.98	\$0.00			
	INVOICE DATE	1/17/2018	1/30/2018	3/2/2018				
	VENDOR	DEQ	Tribune	Tribune add #2				
	TOTALS					\$133,100.00	\$104,305.02	\$28,794.98

PROJECT #	ACCOUNT NUMBER	FUND DESIGNATION	FUNDING	EXPENDITURES	BALANCE
PW 351802					
	5210-31-556-49310	Construction - Water	\$82,000.00	\$62,279.62	\$19,720.38
	4001-21-311-49310	Construction - Police Dept	\$45,000.00	\$37,600.00	\$7,400.00
	2520-31-531-43690	Construction - Street Department	\$6,100.00	\$4,425.40	\$1,674.60
	TOTALS		\$133,100.00	\$104,305.02	\$28,794.98



City of Great Falls
 2 Park Dr S
 Great Falls, MT 59401
 Phone (406) 455-8425

Purchase Order
No. 2018-00000311
DATE 04/09/2018

Ship To
 CITY OF GREAT FALLS
 PUBLIC WORKS DEPARTMENT
 1005 25TH AVE NE
 GREAT FALLS, MT 59404

Bill To
 CITY OF GREAT FALLS
 ACCOUNTS PAYABLE
 PO BOX 5021
 GREAT FALLS, MT 59403

Vendor
Vendor No. 1129
 STATE OF MONTANA
 DEPT OF REVENUE
 MISC TAX DIVISION - MITCHELL BLDG
 PO BOX 5835
 HELENA, MT 59604-5835

DELIVER BY
SHIP VIA
FREIGHT TERMS
 PAGE 1 of 1
ORIGINATOR: Kari Wambach

NOTE:

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	EACH	CONTRACT SERVICES 2520.31.531.43690 - OTHER REPAIR & MAINTENANCE SERVICES 610.00 PW351802 4001.21.311.49310 - IMPROVEMENTS OTHER THAN BUILDINGS 4,500.00 PW351802 5210.31.556.49310 - IMPROVEMENTS OTHER THAN BUILDINGS 8,025.00 PW351802	13,135.0000	\$13,135.00
PURCHASE ORDER TOTAL				\$13,135.00

Special Instructions: PURCHASE ORDER NO. MUST APPEAR ON ALL INVOICES, PACKING SLIPS, AND CORRESPONDENCE.

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PREPARED BY THE CITY ENGINEERS OFFICE O. F. 1684

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	Street Department		\$4,381.15			\$6,039.00	\$4,381.15	\$1,657.85
	TOTAL	\$44,036.47	\$58,052.24	\$0.00	\$0.00	\$130,081.50	\$102,088.71	\$27,992.79
	INVOICE DATE	5/3/2018	5/22/2018					
MT. DEPT. OF REV. United Materials of Great Falls, Inc.	Water Department	\$187.24	\$423.71			\$802.50	\$610.95	\$191.55
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	Street Department		\$44.25			\$61.00	\$44.25	\$16.75
	TOTAL	\$444.81	\$586.39	\$0.00	\$0.00	\$1,268.50	\$1,031.20	\$237.30
	INVOICE DATE	5/3/2018	5/22/2018					
MISCELLANEOUS	Water Department	\$400.00	\$659.14	\$125.98				
	TOTAL	\$400.00	\$659.14	\$125.98	\$0.00	\$0.00	\$0.00	\$564.88
	INVOICE DATE	1/17/2018	1/30/2018	3/2/2018				
	VENDOR	DEQ	Tribune	Tribune add #2				
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	4001-21-311-49310	Construction - Police Dept	\$45,000.00	\$37,600.00	\$7,400.00
	2520-31-531-43690	Construction - Street Department	\$6,100.00	\$4,425.40	\$1,674.60
	TOTALS		\$133,100.00	\$104,305.02	\$28,794.98



Item: Professional Services Contract: Water Main Crossings Under the Upper Missouri River and Sun River, O. F. 1494.6

From: Engineering Division

Initiated By: Public Works Department

Presented By: Jim Rearden, Public Works Director

Action Requested: Consider and Approve Contract for O. F. 1494.6

Suggested Motion:

1. Commissioner moves:

"I move the City Commission (award/not award) a contract in the amount of \$866,028.00 to Thomas Dean & Hoskins Engineering (TD&H) for the Water Main Crossings Under the Upper Missouri River and Sun River, and authorize the City Manager to execute the contract documents."

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

Staff Recommendation:

Approve contract award.

Summary:

Three Engineering proposals were received and reviewed for this project on April 4, 2018. The three proposals were evaluated by a five member committee and scored on their written proposals. The following is the breakdown of the scores:

	<u>Consultant</u>	<u>Score</u>
1.	TD&H/AE2S	446
2.	HDR/MM	445
3.	KLJ/Outrigger	374

Background:

The City needs to install additional water mains crossing under the Upper Missouri River and Sun River to ensure adequate water pressure and quantity for our expanding City and to provide redundancy for unexpected repairs on our existing transmission mains.

Public Works Administration, Engineering, and Water Utility Staff reviewed proposals and will perform contract administration duties throughout the project.

The City is proposing to install two new water main crossings under the Upper Missouri River and Sun River by means of Horizontal Directional Drill (HDD) methods and will include some open cut trenching methods for a portion of the water main installation and at connections.

The Consultants' professional service agreement is to provide the following services:

1. Design a 24-inch water main crossing under the Upper Missouri River and a 20-inch water main crossing under the Sun River. The design work is to consist of:
 - Securing necessary permits from Montana Department of Environmental Quality (DEQ), Burlington Northern Santa Fe (BNSF), Montana Department of Transportation (MDT), and Fish Wildlife and Parks (FWP), to name a few.
 - Conduct geotechnical investigation both on land and in the Missouri and Sun River channels.
 - Surveying for control points and project layout.
 - Land acquisition for both temporary work and final easements.
 - Produce bidding documents.
 - Conduct project update meetings.
 - Due to the technical nature of the HDD, provide project inspection duties.
2. Conduct public hearings, as needed, to keep the public informed of the project progress and schedule.
3. Provide for a Contractor pre-qualification screening process to ensure the City has a qualified and experienced pool of contractors for bidding the project.
4. Risk Assessment. There are a number of issues that are of concern when using a HDD process to install any utility under a body of water. While the City cannot be removed from all risk, through soliciting proposals from Consultants and Contractor pre-qualification we are shifting risk to the Consultant and Contractor.

After the selection committee reviewed the proposals there were two Consultants essentially tied. The committee conducted informal interviews with each consultant to ensure an understanding of the project and clarifying the scope of work.

After a lot of discussion the selection committee members unanimously agreed on TD&H. City Staff recommends awarding the contract to TD&H in the amount of \$866,028.00.

Fiscal Impact:

This project is being funded through the Water Capital Improvement Fund.

Alternatives:

The City Commission could vote to award the contract to another consultant or reject proposals and request new proposals. Staff does not recommend either of these options.

ATTACHMENTS:

- MOU from Thomas Dean and Hoskins

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the **CITY OF GREAT FALLS, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 5021, Great Falls, Montana 59403-5021, hereinafter referred to as "City," and Thomas Dean and Hoskins, Inc (TD&H), 1800 River Drive North, Great Falls, Montana, 59401.

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

1. Purpose: City agrees to hire Consultant as an independent contractor to perform for City services described in the Scope of Services attached hereto as Exhibit "A" for Water Main Crossings the Upper Missouri River & Sun River, Office File 1494.6 and by this reference made a part hereof.

2. Term of Agreement: This Agreement is effective upon the date of its execution through December 31, 2019. Both parties reserve the right to cancel this Agreement by providing a written thirty (30) day notice to the other party. The parties may extend this agreement in writing prior to its termination.

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

4. Payment: City agrees to pay Consultant Eight Hundred Sixty Six Thousand Twenty Eight and % Dollars (\$886,028.00) per Exhibit A for services performed pursuant to the Scope of Services. Any alteration or deviation from the described work that involves extra costs will be performed by Consultant after written request by the City, and will become an extra charge over and above the contract amount. The parties must agree upon any extra charges in writing.

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

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

Consultant shall furnish the City with copies showing one of the following: **(1)** a binder for workers' compensation coverage by an insurer licensed and authorized to provide workers'

compensation insurance in the State of Montana; or (2) proof of exemption from workers' compensation granted by law for independent contractors.

6. **Indemnification:** To the fullest extent permitted by law, Consultant shall fully indemnify, defend, and save City, its agents, representatives, employees, and officers harmless from and against any and all claims, actions, costs, fees, losses, liabilities or damages of whatever kind or nature arising from or related to Consultant's performance of this Agreement and Consultant's work on the Project or work of any subcontractor or supplier to Consultant.

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

Insurance Coverage at least in the following amounts is required:

1.	Commercial General Liability (bodily injury and property damage)	\$1,000,000 per occurrence \$2,000,000 aggregate
2.	Products and Completed Operations	\$2,000,000
3.	Automobile Liability	\$1,000,000 combined single limit
4.	Workers' Compensation	Not less than statutory limits
5.	Employers' Liability	\$1,000,000
6.	Professional Liability (E&O) (only if applicable)	\$1,000,000 per occurrence \$2,000,000 aggregate

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

discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, national origin, or other class protected by state and/or federal law.

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

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

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

14. Liaison: City's designated liaison with Consultant is Dustin Nett and Consultant's designated liaison with City is Richard Johnson.

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

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

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

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

CITY OF GREAT FALLS, MONTANA

CONSULTANT

By _____
Gregory T. Doyon, City Manager

Date _____

By _____

Print Name DUSTIN HETT

Title PRINCIPAL

Date 5/25/18

ATTEST:

(Seal of the City)

Lisa Kunz, City Clerk

* APPROVED AS TO FORM:

By _____
Sara R. Sexe, City Attorney

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

EXHIBIT "A"
City of Great Falls River Crossings
O.F. 1494.6
Upper Missouri River & Sun River Crossing
Scope of Services

General:

The purpose of the project is to implement recommendations for new water transmission main crossings of the Upper Missouri River and Sun River project corridors as recommended in the City of Great Falls River Crossings Study. A new 24-inch fusible C905 PVC pipe will be designed for directionally drilled installation under the Missouri River from Verde Park to Meadowlark Park. Additional open trench pipe installation will be constructed through parks and City ROW in order to complete connections to the existing distribution system. In addition, a new 20-inch water main of fusible C905 PVC material will be designed and bid for directional drilling installation under the Sun River, east of the 6th Street SW bridge. Several unique preliminary activities are necessary to facilitate design, permitting and land acquisition for utilities crossing Montana streams. The principal field investigation and analysis tasks are described in the following discussion.

A total of five borings and four borings are proposed to investigate the Upper Missouri River and Sun River crossings, respectively. Boring depths will range from 50 to 120 feet in order to identify all soil conditions to a depth of 30 feet below the planned HDD alignment as recommended in current ASCE guidance documents. The information collected will be summarized in a detailed geotechnical investigation report for use during design and construction of the crossing.

In addition to the geotechnical investigation, a scour analysis is recommended by permitting agencies and various technical manuals. In order to complete the scour analysis, river cross-sections must be surveyed beyond those within the project corridor. Surveying of the river bed requires specialized bathymetric equipment that can be mounted on a boat. Similar to topographic survey equipment, depth to the streambed surface measurements are taken at intervals sufficient to provide an accurate profile. Scour depths will be compared to the geotechnical borings to evaluate the preliminary horizontal directional drill path's bury depth below the river. The analysis and estimated scour depths will be summarized in a report.

Easement negotiations with private property owners will include an initial contact, site meeting, if requested, and CAD exhibit to be included with Easement Document. Extended easement negotiations, permit and license fees, MDEQ review and deviation request (if applicable) fees shall be paid for by the City.

The following is an abbreviated summary of project phases and specific tasks associated with Preliminary and Final Design, Bidding and Construction Administration:

Task 2.0 – Preliminary Design

- 2.1 Project Management
- 2.2 Collect and Review Existing Information – Utility Plans, Previous Project Documents, etc.
- 2.3 Geotechnical – Stream Permits, Investigation, Laboratory Analysis, and Report
- 2.4 Topographic Survey – Utility Corridor and River Cross-Sections

- 2.5 Initial Agency Contacts – Permitting, Utilities, DEQ, MDT, and BNSF
- 2.6 River Hydraulics/Hydrology – Floodplain & Scour Analysis and Report
- 2.7 Land Acquisition – Research and Easement Preparation
- 2.8 Quality Control Review – Geotechnical and River Hydraulics/Hydrology

Task 3.0 – Final Design

- 3.1 Project Management
- 3.2 Miscellaneous Progress Meetings
- 3.3 Missouri River BNSF Application for Pipeline Crossing License
- 3.4 Sun River MDT Utility Crossing Application
- 3.5 Private Utility Coordination
- 3.6 Temporary Work Site & Staging – Research and Design
- 3.7 Solicit Preliminary HDD Contractor Feedback
- 3.8 60% Engineer's Opinion of Probable Construction Cost
- 3.9 HDD Contractor Pre-Qualification
- 3.10 Permitting – Applications
- 3.11 90% Plans – Construction Drawings
- 3.12 90% Specifications – Technical & Bid Documents
- 3.13 90% Engineer's Opinion of Probable Construction Cost
- 3.14 MDEQ Submittal – Design Report and Supporting Documentation
- 3.15 MDEQ Submittal – Quality Control Review
- 3.16 Prepare Public Engagement Exhibits
- 3.17 Risk Assessment
- 3.18 Address City and MDEQ Review Comments
- 3.19 Final Plans – Construction Drawings
- 3.20 Final Specifications – Technical & Bid Documents
- 3.21 Final Engineer's Opinion of Probable Construction Cost
- 3.22 Final Quality Control Review

Task 4.0 – Bidding

- 4.1 Project Management
- 4.2 Bid Support – Printing Bid Sets
- 4.3 Bid Support – Facilitate Pre-Bid Conference
- 4.4 Bid Support – Respond to Bidder Questions
- 4.5 Bid Support – Prepare Addenda
- 4.6 Bid Support – Bid Review & Award Recommendation
- 4.7 Bid Support – Prepare Executed Documents
- 4.8 Upper Missouri River – Review Schedule, Shop Drawings, and Substitution Requests
- 4.9 Facilitate Preconstruction Conference
- 4.10 Upper Missouri River – Resident Project Representative Services
- 4.11 Upper Missouri River – Milestone Inspections
- 4.12 Upper Missouri River – Set Construction Benchmarks and Control Points
- 4.13 Upper Missouri River – Progress Meetings
- 4.14 Upper Missouri River – Construction Administration (RFI's, Field Orders, Work Change Directives, and Change Orders)
- 4.15 Upper Missouri River – Review and Process Contractor Pay Applications
- 4.16 Perform Final Inspection, Prepare Punchlist, and Issue Substantial Completion
- 4.17 Collect Lien Releases, Inspect and Approve Punchlist Items, and Issue Final Completion
- 4.18 Prepare Record Drawings Including 22x34 Mylars and Electronic Files

- 4.19 Issue MDEQ Certifications and Submit Documents to MDEQ
- 4.20 Provide Warranty Assistance, As requested.

Task 5.0 – Construction Administration and Materials Testing

- 5.1 Sun River – Review Schedule, Shop Drawings, and Substitution Requests
- 5.2 Sun River – Resident Project Representative Services
- 5.3 Sun River – Milestone Inspections
- 5.4 Sun River – Set Construction Benchmarks and Control Points
- 5.5 Sun River – Progress Meetings
- 5.6 Sun River – Construction Administration (RFI's, Field Orders, Work Change Directives, and Change Orders)
- 5.7 Sun River – Review and Process Contractor Pay Applications
- 5.8 Perform Final Inspections, Prepare Punchlist, and Issues Substantial Completion
- 5.9 Collect Lien Releases, Inspect and Approve Punchlist Items, and Issue Final Completion.
- 5.10 Prepare Record Drawings Including 22x34 Mylars and Electronic Files
- 5.11 Issue MDEQ Certifications and Submit Documents to MDEQ



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

From: Engineering Division

Initiated By: Public Works Department

Presented By: Jim Rearden, Public Works Director

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

Suggested Motion:

1. Commissioner moves:

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

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

Staff Recommendation:

Approve MOU and Project Funding and Maintenance Agreement.

Background:

Significant Impacts:

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

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

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

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

Citizen Participation:

There may be lane closures and road closures during construction.

Workload Impacts:

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

Project Work Scope:

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

Conclusion:

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

Fiscal Impact:

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

Alternatives:

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

ATTACHMENTS:

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

MEMORANDUM OF UNDERSTANDING

AND

PROJECT FUNDING AND MAINTENANCE AGREEMENT

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

WITNESSETH THAT:

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

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

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

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

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

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

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

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

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

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

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

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

For this project, MDT billings to the City of Great Falls and Cascade County will include a charge for the indirect costs at the current fiscal year indirect cost rate, which amount will be applied toward the total project contribution of the City and County. If this project extends across more than one fiscal year, more than one annual rate will be involved, as the rates may change during the life of the project.

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

The contact for billing and accounting for the City is:

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

The contact for billing and accounting for the County is:

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

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

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

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

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

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

8. If payment is not made within that thirty (30) day period, interest on the unpaid amount will accrue at the rate of 10% per year and continue to accrue until paid in full. If the City or County are billed for additional funds, MDT will not participate in any future funding agreement with the City or County until full payment, including interest, is received from the City or County.

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

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

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

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

(1) Construction Storm Water General Permit.

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

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

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

12. The City and County agree that they will defend, protect, indemnify, and hold the State, its elected and appointed officials, agents, and employees, while acting within their duties as such, harmless from and against all claims, liabilities, demands, causes of action, and judgements (include the cost of defense and reasonable attorney fees) arising in favor of or asserted by the City's or County's employees or third parties on account of damage to property, bodily or personal injury, or death arising out of any services performed, act or omission that in any way results from the acts or omissions of the City and County, or their agents, or subcontractors, under this Agreement, except the negligence of the State under this Agreement.

The State agrees that it will protect, defend, indemnify, and hold the City and County, its elected and appointed officials, agents, and employees, while acting within their duties as such, harmless from and against all claims, liabilities, demands, causes of action, and judgements (include the cost of defense

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Additionally, MDT requires that any construction resulting from this Agreement must include appropriate pedestrian facilities that meet or exceed current MDT standards for accessibility as set forth by the United States Department of Justice 2010 ADA Standards for Accessibility Design, United States Access Board Proposed Guidelines for Pedestrian Facilities in the Public Right-of-Way (2011 PROWAG), and MDT's detailed drawings, 608 series.


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

STATE OF MONTANA, DEPARTMENT OF TRANSPORTATION

By _____, 20____
Administrator - Engineering Division

_____, 20____

By _____
Approved for Legal Content

By 
Approved for Civil Rights

CITY OF GREAT FALLS

(SEAL & ATTEST)

By _____
Greg Doyon, City Manager

By _____
Lisa Kunz, City Clerk

APPROVED FOR LEGAL CONTENT:

By _____
Sara Sexe, City Attorney

_____, 20____

CASCADE COUNTY, MONTANA

(COUNTY SEAL)

_____, 20____ BY _____
CHAIRMAN, BOARD OF COUNTY COMMISSIONERS

ATTEST: BY _____
MEMBER, BOARD OF COUNTY COMMISSIONERS

CLERK & RECORDER BY _____
MEMBER, BOARD OF COUNTY COMMISSIONERS

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

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

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

TABLE 2

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

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

**MDT NONDISCRIMINATION
AND
DISABILITY ACCOMMODATION NOTICE**

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

Federal protected classes

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

State protected classes

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

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

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

(2) Non-discrimination:

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

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

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

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

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

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

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

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

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

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

(7) Pertinent Non-Discrimination Authorities:

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

Federal

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

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

State

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

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



Item: Public Hearing - Resolution 10237 - Conditional Use Permit for a "Residence, Two-Family" land use for the property located 3125 8th Avenue North

From: Brad Eatherly, Planner I, Planning and Community Development

Initiated By: Tom Skovron

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

Action Requested: City Commission adopt Resolution 10237

Public Hearing:

1. Mayor conducts public hearing, calling three times each for opponents and proponents.
2. Mayor closes public hearing and asks the will of the Commission.

Suggested Motion:

1. Commissioner moves:

"I move that the City Commission (adopt/deny) Resolution 10237 for a Conditional Use Permit for a "Residence, Two-Family" land use located at the property located at 3125 8th Avenue North, subject to the applicant fulfilling the listed conditions of approval."

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

Staff Recommendation:

City staff recommends approval of the proposed Conditional Use Permit request. At the conclusion of a public hearing held on May 8, 2018, the Planning Advisory Board/Zoning Commission recommended the City Commission approve the Conditional Use Permit, subject to the following conditions of approval:

Conditions:

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

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

2. Expiration: The Conditional Use Permit shall expire one year after the date of issuance, if a Certificate of Occupancy has not been issued. The Director of Planning and Community Development may extend the expiration date by up to one year if substantial work is ongoing. The Director of Planning and Community Development may issue a Temporary Certificate of Occupancy that is valid for no more than one year if the only condition(s) remaining to be fulfilled involve landscaping that cannot be successfully established until the weather permits.

3. Abandonment: If the permitted conditional use ceases to operate for more than six months, the Conditional Use Permit shall expire.

4. General Code Compliance: The proposed project shall be developed consistent with the conditions of approval adopted by the City Commission, and all codes and ordinances of the City of Great Falls, the State of Montana, and all other applicable regulatory agencies.

5. Acceptance of Conditions: No zoning or building permit shall be issued until the property owner acknowledges in writing that it has received, understands, and agrees to comply with the conditions of approval.

Summary:

The applicant, Tom Skovron, has submitted an application to request a Conditional Use Permit to allow for the establishment of a "Residence, Two-family" land use upon the property legally described as Lot 8, Block 104, Great Falls Twelfth Addition, Sec. 5, T20N, R4E, PMM, Cascade County, Montana.

The subject property is zoned R-3 Single-family high density, wherein a "Residence, Two-family" land use is permitted upon receiving approval of a Conditional Use Permit and fulfillment of any required conditions.

Background:

Project Description:

The Subject Property is a larger than typical +/- 9000 square foot vacant lot located at 3125 8th Avenue North, at the corner of 8th Avenue North and 32nd Street North. The larger lot size allows it to better accommodate the two family residence.

The applicant wishes to construct a residential duplex upon the Subject Property, in full compliance with R-3 zoning district dimensional requirements and all other development standards including, but not limited to, setbacks, landscaping, off-street parking, driveway widths and surfacing, structure height and lot coverage.

The proposed duplex structure specifications and proposed site plan are included as attachments within this report.

Impacts:

Increasing the residential density of the lot from one to two units will not adversely impact the area. A more detailed analysis of impact can be found in the attached Basis of Decision.

Improvements:

No unique improvements are recommended. All improvements associated with development and construction of the proposed duplex would comply with the existing R-3 zoning district standards and all other relevant requirements found in the Official Code of the City of Great Falls (OCCGF).

Proximity to Other Uses:

The Subject Property is a corner lot, bounded on the west and across the street to the east by single-family homes. Across the avenue to the south is a single family home. A 4-plex is located across the street to the northeast, and a mobile home is located across the alley to the north.

Neighborhood Council Input:

The subject property is located in Neighborhood Council #8. The representative of the property met with Neighborhood Council #8 on April 19, 2018, and the Council voted unanimously in favor of the Conditional Use Permit.

Fiscal Impact:

Approval of the CUP would have no adverse financial impact upon the City of Great Falls. Approval would be expected to result in the construction of a duplex on the vacant parcel, which would increase the value of the property. This, in turn, would result in increased revenue to the City and other entities whose revenue is based upon property valuation.

Alternatives:

If there are justifiable reasons to do so, the City Commission could recommend denial of the Conditional Use Permit, identifying an alternative Basis of Decision for the denial.

Concurrences:

Representatives from the City's Engineering Department have reviewed the proposal and have no objections to issuance of the Conditional Use Permit. The City Engineer has stated that because the alley is about three (3) feet higher than the lot, parking can be accessed from the street. The City Engineer also stated that there are some tripping hazards along the existing sidewalk that will need to be repaired as part of the project.

ATTACHMENTS:

- Resolution 10237
- Basis of Decision
- Site Layout
- Aerial Map
- Zoning Map
- Site Photos

RESOLUTION 10237

A RESOLUTION APPROVING A CONDITIONAL USE PERMIT TO ALLOW “RESIDENCE, TWO-FAMILY” LAND USE UPON A PARCEL OF LAND ADDRESSED AS 3125 8TH AVENUE NORTH, AND LEGALLY DESCRIBED AS LOT 8, BLOCK 104, GREAT FALLS TWELFTH ADDITION, SEC. 5, T20N, R4E, PMM, CASCADE COUNTY, MT.

* * * * *

WHEREAS, the City of Great Falls has been petitioned to approve a Conditional Use Permit to allow for the establishment of a “Residence, two-family” land use upon the property legally described as Lot 8, Block 104 of the Great Falls Twelfth Addition, Sec. 5, T20N, R4E, PMM, Cascade County, Montana (subject property); and,

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

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

WHEREAS, the Great Falls Zoning Commission conducted a public hearing on May 8, 2018 to consider said Conditional Use Permit application and, at the conclusion of said hearing, passed a motion recommending a Conditional Use Permit for a “Residence, two-family” land use be granted by the City Commission for the subject property, subject to the following conditions:

CONDITIONS OF APPROVAL FOR CONDITIONAL USE PERMIT

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

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

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

That a Conditional Use Permit be granted for a “Residence, two-family” land use at the property addressed as 3125 8th Avenue North, Great Falls, Montana, and legally described as Lot 8, Block 104 of the Great Falls Twelfth Addition, Sec 5, T20N, R4E, PMM, Cascade County, Montana, conditioned upon the owner complying with the conditions listed herein; and,

BE IT FURTHER RESOLVED BY SAID CITY COMMISSION that, pursuant to the Official Code of the City of Great Falls (OOCGF) 17.16.36.090, the permit shall be considered a covenant that runs with the land and shall be binding on all subsequent

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

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

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on June 5, 2018.

Bob Kelly, Mayor

ATTEST:

Darcy Dea, Deputy City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

Sara R. Sexe, City Attorney

CONDITIONAL USE PERMIT - BASIS OF DECISION

The City of Great Falls has been petitioned to approve a Conditional Use Permit to allow for the establishment and construction of a “two family residence” land use upon the property legally described as Lot 8, Block 104, Great Falls Twelfth Addition, Sec. 5, T20N, R4E, PMM, Cascade County, Montana (subject property). In order to approve said Permit, the Official Code of the City of Great Falls Section 17.16.36.040 requires demonstration that certain stated requirements have been satisfied. Therefore, this Basis of Decision has been prepared to analyze, determine and memorialize satisfaction of the required criteria.

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

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

Phy 4.1 – Encourage a balanced mix of land uses through-out the City.

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

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

The CUP would have no detrimental impact upon the health, safety, morals, comfort or general welfare. The subject property has been inspected by both Planning and Engineering staff. Access to the proposed two-family residence can be provided without any negative public safety impacts.

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

The residential uses in the neighborhood are generally mixed in density. While the majority of uses in the area are single-family, there are a number of area properties with residential densities of two-family or higher. The property to the northeast, across the street, is a four-unit dwelling.

The height, scale and design of the structure will be compatible with the existing nearby single-family structures. Parking is proposed to be contained within one-car garages and driveways, while the proposed building will feature sloped rooflines, single story scale, 2-bedrooms per unit, and landscaped yard. With this design, and with the proximity of the high-density residential development adjoining to the northeast, this conditional use will not adversely impact the use, enjoyment or property value of any property in the immediate vicinity.

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

The proposed project will not impede the normal and ordinary development and improvement of surrounding properties. Adjacent property owners have been notified about the project and City staff has received no questions regarding project specifics.

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

Adequate services and infrastructure will be provided to serve the proposed project. Full

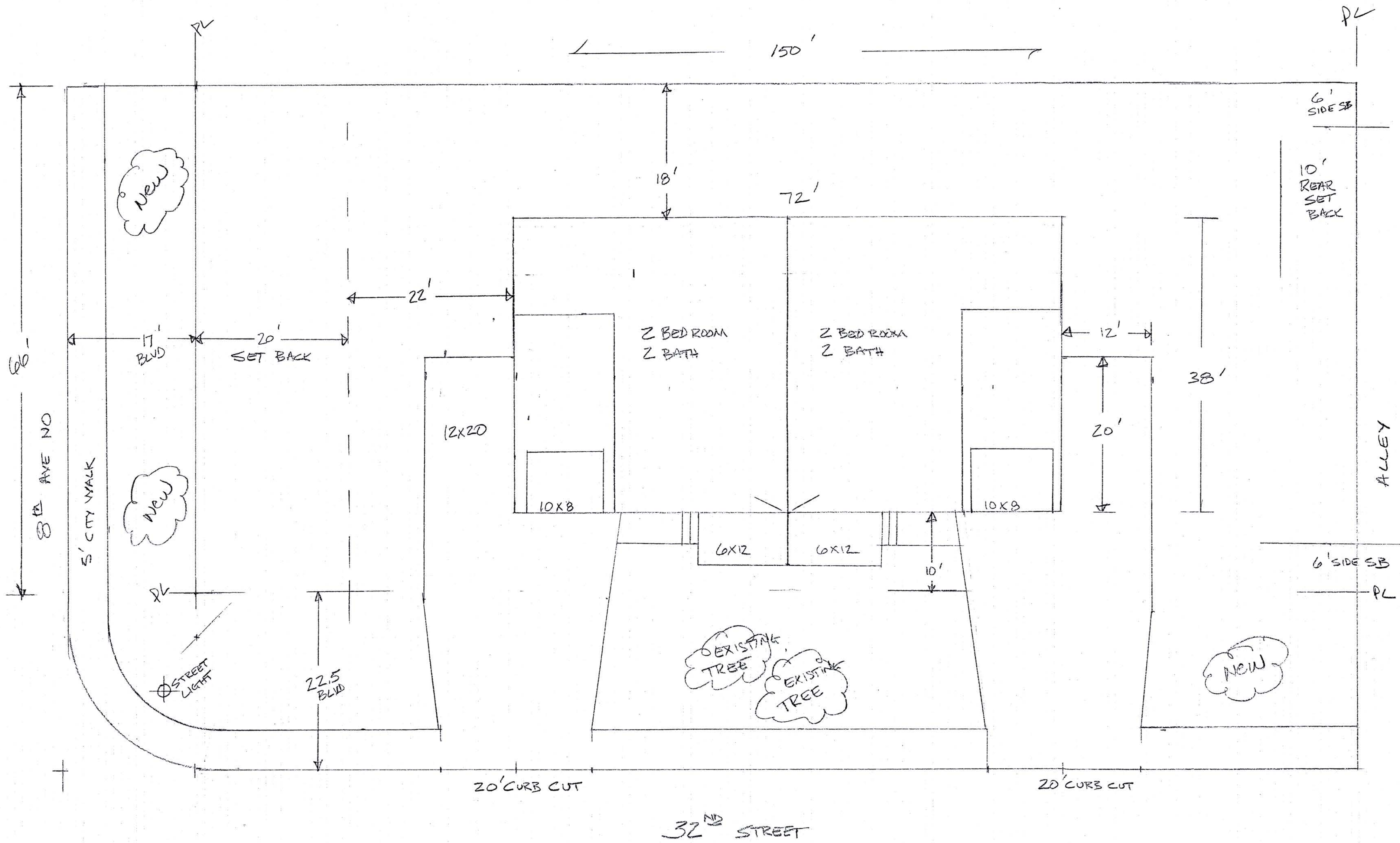
sidewalks, water, sewer and paved roads already exist adjacent to the subject parcel.

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

The project will generate little daily traffic, and will have no discernible impact upon the area road network. Driveway access will be off the lower volume street (32nd Street North), thereby avoiding construction of a new point of conflict upon the higher-traffic avenue (8th Avenue North).

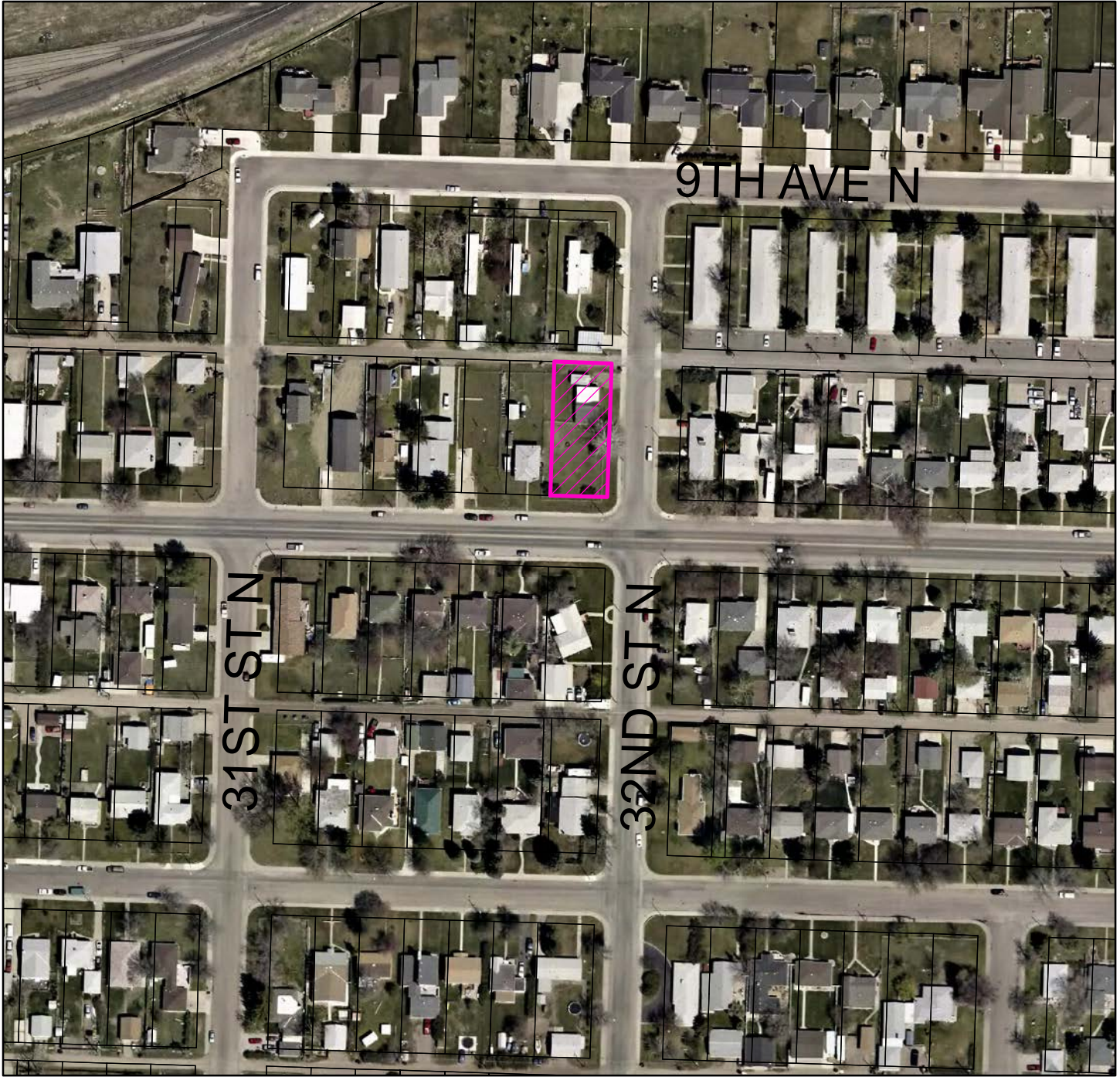
7. *The conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified by the City Commission.*




The vacant lot is of sufficient size to locate and develop the proposed duplex structure in compliance with all applicable regulations of the City's Land Development Code and, more specifically, the R-3 Zoning District, without need for variance.

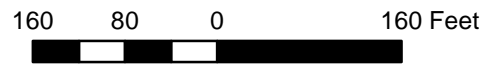


JORDAN SKOVRON 3125 8th AVE NO.
NORTH

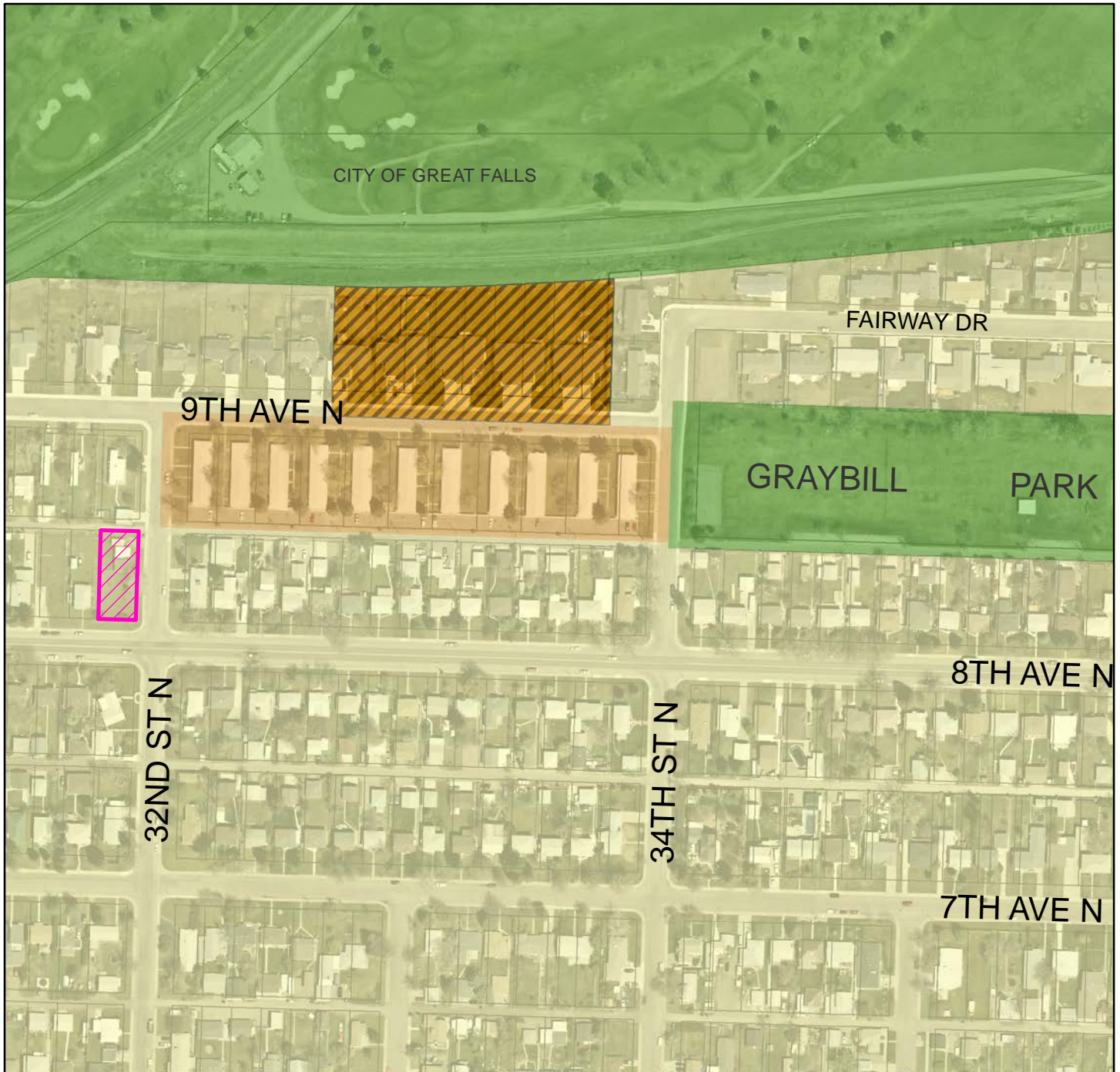
Aerial Map










-  3125 8th Ave N
-  City Limits
-  Tracts of Land



Zoning Map



-  3125 8th Ave N
-  City Limits
-  Tracts of Land
-  R-3 Single-family High Density
-  R-5 Multi-family Medium Density
-  PUD Planned Unit Development
-  POS Parks and Open Space



Site Photos



Looking North from 8th Ave. N.



Looking West from 32nd St. N.



Looking South from the Alley



Item: 2018/2019 CDBG & HOME Annual Action Plan

From: Craig Raymond, Director, Planning and Community Development

Initiated By: Maria Porter, Community Grant Specialist, Planning and Community Development Department

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

Action Requested: Adoption of the 2018/2019 Annual Action Plan and authorization of its submittal to the U. S. Department of Housing and Urban Development (HUD).

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (adopt/not adopt) the proposed 2018/2019 Annual Action Plan for submission to the U.S. Department of Housing and Urban Development (HUD), and reaffirm the funding priorities approved by the Commission on May 15, 2018, for the 2018/2019 Community Development Block Grant Program (CDBG).”

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

Staff Recommendation:

The Staff recommends that the City Commission adopt the Annual Action Plan, including the use of the 2018/2019 Community Development Block Grant (CDBG) funds and the use of the 2018/2019 HOME Investment Partnership Program funds, and authorize submittal to the U.S. Department of Housing and Urban Development.

Summary:

At the end of the 30-day comment period, the City Commission must adopt as recommended, or amend and adopt, the final Annual Action Plan for submittal to HUD in order for the City to continue to receive CDBG and HOME program funds. HUD must receive the Annual Action Plan electronically by June 16, 2018.

Background:

CDBG and HOME programs are federal programs administered by the US Department of Housing and

Urban Development (HUD) to help fund local community development programs including affordable housing, public service agencies, economic development and public improvement projects. The primary goal of these programs is to assist low and moderate income (LMI) persons in their respective communities. State and local governments receive funding from HUD based on a formula derived from population and housing statistics.

In order to receive HUD funding, a jurisdiction must submit a five year Consolidated Plan that is updated annually with an Action Plan containing the proposed use of Community Development Block Grant (CDBG) and HOME Program (HOME) funds. On June 2, 2015, the City Commission approved the 2015-2019 HUD Consolidated Plan. The Annual Action Plan is developed through a Community Needs Assessment process. Funding priorities for the upcoming fiscal year were recently approved by the City Commission on May 15, 2018. Information regarding community needs was gathered from a HUD required annual Community Needs Hearing, which was most recently held by the Commission on April 17, 2018.

Citizen Participation:

The Proposed Annual Action Plan was made available to the citizens of Great Falls for review and comment for a 30-day period from May 3, 2018 through June 2, 2018. The public was also encouraged to comment on the City's overall CDBG & HOME program performance and policies. A copy of the proposed Annual Action Plan is available for review in the Planning and Community Development Office, the Great Falls Public Library, and on the web at <http://www.greatfallsmt.net/planning/consolidated-plan-annual-action-plan>.

If approved, the final Annual Action Plan will be placed on file in the City Clerk's office. Written comments received as of the date of the submission of this Agenda Report are attached.

Fiscal Impact:

The City of Great Falls is expecting to receive \$776,621 of CDBG funds and \$285,831 of HOME funds from HUD in the coming year. Approval of the Annual Action Plan by City Commission and HUD is required for these funds to become available in the upcoming fiscal year.

ATTACHMENTS:

- ▣ FY2018 Schedule
- ▣ CDBG-HOME Written Comments



City of Great Falls

CDBG/HOME Annual Action Plan Schedule

Commission Work Session to discuss Grant funding Priorities & Policies	November 21, 2017
Public Needs Assessment- Neighborhood Councils (1/31, 2/19, 2/22, 3/1, 3/7, 3/8), Community Survey, and Stakeholder Focus Group (3/5/18)	January 26, 2018- March 16, 2018
City Commission Work Session to review Community Data, City Commission Meeting to set date for Public Needs Hearing	Tuesday April 3, 2018
15 day comment period for proposed Citizen Participation Plan	March 30, 2018- April 16, 2018
City Commission Meeting to vote on Grant Policies and Citizen Participation Plan, <u>Public Needs Hearing</u>	Tuesday April 17, 2018
City Commission Meeting to review Staff Recommendation on Goals to be included in Annual Action Plan	Tuesday May 1, 2018
30 day comment period for proposed 2018/2019 Annual Action Plan	May 3, 2018 – June 2, 2018
City Commission Meeting to vote on Goals to be included in Annual Action Plan	Tuesday May 15, 2018
City Commission Meeting to vote on Annual Action Plan	Tuesday June 5, 2018
ConPlan/Annual Action Plan submitted to HUD	By June 30, 2018



May 24, 2018

Chairman
Gerald Gray Jr.

1st Vice Chairman
Clarence Sivertsen

2nd Vice Chairman
Leona Kienenberger

Secretary/Treasurer
Colleen Hill

Council Members
Donald Davis
Kim McKeehan

To: Maria Porter
Community Grant Specialist - Planning & Community Development
City of Great Falls
mporter@greatfallsmt.net

RE: City of Great Falls Community Development Block Grant (CDBG) and HOME
Investment Partnership Grant (HOME) block grant – Support for Indian Family
Health Clinic (IFHC)

Dear Ms. Porter,

Please accept this letter in support of the Indian Family Health Clinic (IFHC). Native American and non-native members of the community are provided access, care, and support from a long-standing organization – Indian Family Health Clinic (IFHC). The Indian Health Family Clinic (IFHC), a part of the Title V Urban Indian Health Programs, is a key provider of care to the large population of uninsured urban Indians. More than 64 percent of American Indians live in cities, according to the 2000 U.S. Census. Since the 1990s, Indian Family Health Clinic (IFHC) has provided quality health care for the Great Falls community and surrounding areas.

IFHC mission and vision is fulfilled through the delivery of care that is holistic, welcoming, and based in a balance of care of body, mind, and spirit. IFHC Patients are often underserved and reflect diversity in population, demographics, and socio-economic factors. Without access to IFHC services, many individuals, children, and families would likely not have access to health care and related support services.

I am a strong supporter and partner of the Indian Family Health Clinic. The community and health care services provided by Indian Family Health Clinic (IFHC) is a needed service for the Great Falls community.

Without the IFHC facility, many Native American and non-natives would go without healthcare, support, and services. Many people – like me – will experience a gap in care, service, and partnership.

Thank you for your consideration.

Sincerely,

Gerald Gray
Chairman, Little Shell Tribe

05/24/18

To: Maria Porter
Community Grant Specialist - Planning & Community Development
City of Great Falls

Email: mporter@greatfallsmt.net

RE: City of Great Falls Community Development Block Grant (CDBG) and HOME Investment Partnership Grant (HOME) block grant – Support for Indian Family Health Clinic (IFHC)

Dear Ms. Porter,

Please accept this letter in support of the Indian Family Health Clinic (IFHC).

Native American and non-native members of the community are provided access, care, and support from a long standing organization – Indian Family Health Clinic (IFHC). The Indian Health Family Clinic (IFHC), a part of the Title V Urban Indian Health Programs, is a key provider of care to the large population of uninsured urban Indians. More than 64 percent of American Indians live in cities, according to the 2000 U.S. Census. Since the 1990s, Indian Family Health Clinic (IFHC) has provided quality health care for the Great Falls community and surrounding areas.

IFHC mission and vision is fulfilled through the delivery of care that is holistic, welcoming, and based in a balance of care of body, mind, and spirit. IFHC Patients are often underserved and reflect diversity in population, demographics, and socio-economic factors. Without access to IFHC services, many individuals, children, and families would likely not have access to health care and related support services.

I am an employee of the Indian Family Health Clinic. The community and health care services provided by Indian Family Health Clinic (IFHC) is a needed service for the Great Falls community.

I am also on the Little Shell Tribal Council as Secretary/Treasurer and know the important role that Indian Family Health Clinic plays to American Indians in Great Falls.

Without the IFHC facility, many Native American and non-natives would go without healthcare, support, and services. Many people – like me – will experience a gap in care, service, and partnership.

Thank you for your consideration.

Colleen Hill
PO Box 55
Black Eagle, MT 59414
c.hill@lstribe.org

May 24, 2018

To: Maria Porter
Community Grant Specialist - Planning & Community Development
City of Great Falls

Email: mporter@greatfallsmt.net

RE: City of Great Falls Community Development Block Grant (CDBG) and HOME Investment
Partnership Grant (HOME) block grant – Support for Indian Family Health Clinic (IFHC)

Dear Ms. Porter,

Please accept this letter in support of the Indian Family Health Clinic (IFHC).

Native American and non-native members of the community are provided access, care, and support from a long standing organization – Indian Family Health Clinic (IFHC). The Indian Health Family Clinic (IFHC), a part of the Title V Urban Indian Health Programs, is a key provider of care to the large population of uninsured urban Indians. More than 64 percent of American Indians live in cities, according to the 2000 U.S. Census. Since the 1990s, Indian Family Health Clinic (IFHC) has provided quality health care for the Great Falls community and surrounding areas.

IFHC mission and vision is fulfilled through the delivery of care that is holistic, welcoming, and based in a balance of care of body, mind, and spirit. IFHC Patients are often underserved and reflect diversity in population, demographics, and socio-economic factors. Without access to IFHC services, many individuals, children, and families would likely not have access to health care and related support services.

I am a patient of the Indian Family Health Clinic. The community and health care services provided by Indian Family Health Clinic (IFHC) is a needed service for the Great Falls community.

The last time I got really sick with bronchitis and laryngitis I was able to go in to the clinic during walk in hours and was able to be seen very quickly by the PA Becky and was able to get the care I needed because I was unable to pay to see a doctor at Benefis. I use the clinic to routinely monitor my medications that I take for my bipolar disorder when I would not otherwise be able to afford to go to doctor. This clinic is an invaluable resource for those of us who are not part of a federally recognized tribe and are unable to afford health insurance.

Without the IFHC facility, many Native American and non-natives would go without healthcare, support, and services. Many people – like me – will experience a gap in care, service, and partnership.

Thank you for your consideration.

Terrie Rae LaRocque

822 6th Ave N Apt 1

Great Falls MT 59401



Item: Ordinance 3165, "An Ordinance Amending OCCGF Section 9.4.030, Pertaining to Exceptions to the Prohibition of Drinking or Displaying of Alcoholic Beverages in Public Places."

From: Legal Department

Initiated By: Legal Department

Presented By: Sara R. Sexe

Action Requested: Adopt Ordinance 3165 on second reading.

Suggested Motion:

1. Commissioner moves:

"I move that the City Commission (adopt/deny) Ordinance 3165."

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

Staff Recommendation:

Staff recommends that the City Commission adopt Ordinance 3165.

Background:

The Great Falls Business Improvement District has been utilizing pedlets for business establishments for the past few years. Pedlets are sidewalk extensions that extend out into public parking spaces to allow for continued pedestrian traffic, while allowing businesses to provide outdoor seating on public sidewalks. Several businesses inside the downtown area are utilizing the pedlet system, including businesses that sell alcoholic beverages for consumption. In order for a business to utilize a pedlet for the purposes of providing dining services, the business establishment is required to maintain a sidewalk café permit provided by Planning and Community Development.

OCCGF § 9.4.020 prohibits drinking or displaying alcoholic beverages in public places without City issued permits. OCCGF § 9.4.030 provides exceptions to said prohibition including certain areas of Centene Park and the Civic Center. If the ordinance under consideration is adopted, business establishments that maintain a valid sidewalk café permit would be allowed to serve, and have customers consume, alcoholic beverages within the visibly designated sidewalk café area.

To eliminate confusion and be consistent with current practice, Staff recommends that the City Commission adopt Ordinance 3165. Ordinance 3165 was accepted unanimously by the four present Commissioners on first reading May 15, 2018. There was no public comment. Commissioner Moe inquired about the distinction between drinking and displaying alcoholic beverages. Staff advised that both consuming and displaying open alcoholic beverages in public places is prohibited in the incorporated City limits unless an OCCGF exception applies.

Ordinance 3165 Exhibit "A" illustrates the proposed additional language to OCCGF § 9.4.030 in bold. Ordinance 3165 Exhibit "B", attached to this report, illustrates the changes in clean format.

Concurrences:

Great Falls Business Improvement District
Great Falls Planning and Community Development

ATTACHMENTS:

- ▣ Ordinance 3165
- ▣ Ord. 3165 Exhibit "A"
- ▣ Ord. 3165 Exhibit "B"

ORDINANCE 3165

AN ORDINANCE AMENDING TITLE 9, CHAPTER 4, SECTION 030 OF THE OFFICIAL CODE OF THE CITY OF GREAT FALLS (OCCGF), PERTAINING TO EXCEPTIONS TO THE PROHIBITION OF DRINKING OR DISPLAYING OF ALCOHOLIC BEVERAGES IN PUBLIC PLACES

WHEREAS, OCCGF § 9.4.030 prohibits the drinking or display of alcoholic beverages in public places within the incorporated City limits; and

WHEREAS, Business establishments that maintain a valid City sidewalk café permit serve alcoholic beverages for consumption on City public sidewalks, and

WHEREAS, the City Commission wishes to cure this inconsistency within OCCGF Title 9, Chapter 4.

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

Section 1. Title 9, Chapter 4, Section 030, of the OCCGF pertaining to exceptions to the prohibition of drinking or displaying of alcoholic beverages shall be amended as depicted by Exhibit “A”, attached hereto, adding any language which is **bolded**; and,

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

APPROVED by the City Commission on first reading May 15, 2018.

ADOPTED by the City Commission of the City of Great Falls, Montana on second reading June 5, 2018.

Bob Kelly, Mayor

ATTEST:

Lisa Kunz, City Clerk

(CITY SEAL)

APPROVED FOR LEGAL CONTENT:

Sara R. Sexe, City Attorney

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

I, Lisa Kunz, City Clerk of the City of Great Falls, Montana, do certify that I did post as required by law and as prescribed and directed by the Commission, Ordinance 3165 in three conspicuous places within the limits of said City to-wit:

On the Bulletin Board, first floor, Civic Center Building;
On the Bulletin Board, first floor, Cascade County Courthouse;
On the Bulletin Board, Great Falls Public Library

(CITY SEAL)

Lisa Kunz, City Clerk

Exhibit "A"

Title 9 - PUBLIC PEACE, MORALS AND WELFARE

Chapter 4 OFFENSES AGAINST PUBLIC PEACE

9.4.030 Exception—public places.

- A. Individuals, members of groups or organizations who wish to consume, sell or give away alcoholic beverages in public places as defined in 9.4.010 may do so provided they obtain a special event permit as specified in 9.4.040 or are otherwise excluded from that requirement.
- B. A fee to cover administrative costs for such permit shall be charged and set by Commission resolution and must be paid by the permittee no less than forty-eight (48) hours prior to the event.
- C. Organizers for special events held on any public places must clean up the property to a state at least as clean as when they arrived. Permit holder shall be solely responsible for the immediate and timely picking up and removal or proper disposal of garbage at the location where the permit is issued. (Ord. 3158, 2017; Ord. 2647 (part), 1994).
- D. A special event may require closure of a parking lot open to the public or temporary closure of a street. For such an event, the event organizers must follow the provisions of 9.4.040.
- E. The Civic Center, Centene Stadium, Eagle Falls Golf Club, Anaconda Hills Golf Course, **visibly designated areas immediately adjacent to business establishments maintaining a valid sidewalk café permit**, and designated areas of the Montana Expo Park and the Multi-Sports Complex grounds shall be exempt from the prohibition of Section 9.4.020.

(Ord. 3165, 2018; Ord. 3158, 2017; Ord. 2949, 2006; Ord. 2854, 2003; Ord. 2525 §2, 1988; Ord. 2453 §1(part), 1987; Ord. 2399 §1, 1985; Ord. 2342 §2(part), 1983).

Exhibit "B"

Title 9 - PUBLIC PEACE, MORALS AND WELFARE

Chapter 4 OFFENSES AGAINST PUBLIC PEACE

9.4.030 Exception—public places.

- A. Individuals, members of groups or organizations who wish to consume, sell or give away alcoholic beverages in public places as defined in 9.4.010 may do so provided they obtain a special event permit as specified in 9.4.040 or are otherwise excluded from that requirement.
- B. A fee to cover administrative costs for such permit shall be charged and set by Commission resolution and must be paid by the permittee no less than forty-eight (48) hours prior to the event.
- C. Organizers for special events held on any public places must clean up the property to a state at least as clean as when they arrived. Permit holder shall be solely responsible for the immediate and timely picking up and removal or proper disposal of garbage at the location where the permit is issued. (Ord. 3158, 2017; Ord. 2647 (part), 1994).
- D. A special event may require closure of a parking lot open to the public or temporary closure of a street. For such an event, the event organizers must follow the provisions of 9.4.040.
- E. The Civic Center, Centene Stadium, Eagle Falls Golf Club, Anaconda Hills Golf Course, visibly designated areas immediately adjacent to business establishments maintaining a valid sidewalk café permit, and designated areas of the Montana Expo Park and the Multi-Sports Complex grounds shall be exempt from the prohibition of Section 9.4.020.

(Ord. 3165, 2018; Ord. 3158, 2017; Ord. 2949, 2006; Ord. 2854, 2003; Ord. 2525 §2, 1988; Ord. 2453 §1(part), 1987; Ord. 2399 §1, 1985; Ord. 2342 §2(part), 1983).



Item: Ordinance 3181, "An Ordinance Repealing and Replacing Title 8, Of The Official Code Of The City Of Great Falls (OCCGF), Pertaining To Health And Safety."

From: Legal Department

Initiated By: Legal Department

Presented By: Sara R. Sexe, City Attorney

Action Requested: Accept Ordinance 3181 on first reading and set public hearing for June 19, 2018.

Suggested Motion:

1. Commissioner moves:

"I move that the City Commission (accept/not accept) Ordinance 3181 on first reading and set the public hearing for June 19, 2018."

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

Staff Recommendation:

Staff recommends that the City Commission accept Ordinance 3181 on first reading and set the public hearing for June 19, 2018.

Background:

Members of the City Commission and Staff have examined numerous sections of the OCCGF and have noticed various types of deficiencies throughout numerous sections of the code. The deficiencies vary from typographical errors, needed updates, and conflicts with State and Federal law. Additionally, the OCCGF conflicts in various places with itself. In an effort to cure these issues, City staff has assembled input from the different departments to continue a comprehensive revision of the Code.

The ordinance under consideration would repeal and replace OCCGF Title 8, pertaining to health and safety. The vast majority of the amendments are non-substantive. Non-substantive changes include chapter redesignation to put chapters in correct numerical order, typographical errors, and reformatting of subsections.

The first proposed substantive change is redesignating food service and wholesale food establishments to be consistent with the Administrative Rules of Montana (ARM). The Cascade City-County Health Department is requesting these changes in order to be consistent with current practice. These changes

include amending inspection and closure procedures to be consistent with current practice and improve efficiency.

The next substantive proposed change is amending garbage and refuse provisions to be consistent with current Public Works Department practice. These changes include allowing yard waste in City provided containers with appropriate packaging, assessing charges for collection that takes longer than two minutes, allowing service exceptions for winter months' travelers, and prohibiting all salvaging. These changes will create better consistency with current practice and other provisions of the OCCGF.

Other proposed substantive changes include incorporating ARM regulations pertaining to swimming pools into the OCCGF. This change will make OCCGF regulations pertaining to pools consistent with State law and regulations.

Additionally, Ordinance 3181 proposes to add Chapters 13, 14, and 48 to OCCGF Title 8 and redesignating Chapter 12. Chapter 12 will incorporate ARM regulations into the OCCGF pertaining to tattooing and body-piercing establishments. Chapter 13 will incorporate ARM regulations into the OCCGF pertaining to tourist campgrounds and trailer parks. Chapter 14 establishes specific regulations for child care facility operations including drop-in facilities. All of these changes were requested by the Cascade City-County Health Department to be consistent with current best practice standards and State law.

Chapter 48 as proposed by Ordinance 3181, would establish provisions whereby the City Manager, in consultation with the Fire Chief, could prohibit all outdoor residential burning under certain conditions. The conditions include, but are not limited to, Cascade County implemented fire restrictions, pollution control, or a wild or structural fire within Cascade County posing risk to persons or property in the City. These changes were requested by the Great Falls Fire Rescue Department for public safety purposes.

The ordinance under consideration would also clarify language in OCCGF Nuisance provisions and clarify penalty provisions throughout Title 8. These changes are necessary to improve the City's ongoing Code Enforcement processes.

The ultimate goal of the ordinance under consideration is to create consistency within the OCCGF, and where applicable, the Montana Code Annotated and the ARM. If Ord. 3181 is adopted, it will improve application of the health and safety provisions of the OCCGF.

The proposed OCCGF Title 8 was presented to the Commission during the May 15, 2018, Worksession. The Commission presented questions to City and City-County Health Department staff regarding the proposed changes. Commissioner Moe expressed concern that the enhanced regulations would create more work for enforcement personnel. Commissioner Moe was advised that the proposed Title 8 is being submitted by the enforcement personnel to improve efficiency and consistency with current enforcement practices.

Ordinance 3181 Exhibit "A" is a document illustrating the provisions that will replace the current OCCGF Title 8, if approved. Exhibit "B", attached to this agenda report, illustrates the proposed Code in compared format.

Concurrences:

Public Works
City-County Health
Planning and Community Development

GFPD
GFFR
Finance Department

ATTACHMENTS:

- ▣ Ordinance 3181
- ▣ Ord. 3181 Exhibit "A"
- ▣ Ord. 3181 Exhibit "B"

ORDINANCE 3181

AN ORDINANCE REPEALING AND REPLACING TITLE 8 OF THE OFFICIAL CODE OF THE CITY OF GREAT FALLS (OCCGF), PERTAINING TO HEALTH AND SAFETY.

* * * * *

WHEREAS, the City Commission established Title 8 of the OCCGF outlining provisions pertaining to Health and Safety; and

WHEREAS, the City Commission has recognized deficiencies throughout OCCGF Title 8, including but not limited to, typographical, grammatical, formatting, and referencing deficiencies; and

WHEREAS, the City Commission wishes to cure the deficiencies contained in OCCGF Title 8; and

WHEREAS, the City Commission wishes to make substantive amendments to OCCGF Title 8; and

WHEREAS, the amendments include substantive changes to regulations including, but not limited to, food service establishments, garbage and refuse service, child care facilities, and residential outdoor burning; and

WHEREAS, the City Commission wishes to establish clear penalty provisions for health and safety violations; and

WHEREAS, the City Commission wishes to establish consistency within the OCCGF, and where applicable the Montana Code Annotated.

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

Section 1. OCCGF Title 8 is hereby repealed and replaced as depicted by Exhibit “A” attached hereto and by reference incorporated herein; and

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

ACCEPTED by the City Commission of the City of Great Falls, Montana on first reading June 5, 2018.

ADOPTED by the City Commission of the City of Great Falls, Montana on second reading June 19, 2018.

Bob Kelly, Mayor

ATTEST:

(CITY SEAL)

Lisa Kunz, City Clerk

APPROVED FOR LEGAL CONTENT:

Joseph P. Cik, Assistant City Attorney

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

I, Lisa Kunz, City Clerk of the City of Great Falls, Montana, do certify that I did post as required by law and as prescribed and directed by the Commission, Ordinance 3181 on the Great Falls Civic Center posting board and the Great Falls City website.

Lisa Kunz, City Clerk

(CITY SEAL)

Title 8 HEALTH AND SAFETY

Title 8 HEALTH AND SAFETY

Chapter

Chapter 1 - GENERAL HEALTH DEFINITIONS

Chapter 2 - GENERAL HEALTH REGULATIONS

Chapter 3 - RESERVED

Chapter 4 - HOTELS AND MOTELS

Chapter 5 - EMERGENCY MEDICAL SERVICES

Chapter 6 - FOOD SERVICE

Chapter 7 – WHOLESALE FOOD ESTABLISHMENTS

Chapter 8 - GARBAGE AND REFUSE

Chapter 9 - GARBAGE AND REFUSE DISPOSAL AREAS

Chapter 10 - SWIMMING POOLS

Chapter 11 – WEEDS

Chapter 12 – TATTOOING AND BODY-PIERCING ESTABLISHMENTS

Chapter 13 – TOURIST CAMPGROUNDS AND TRAILER COURTS

Chapter 14 – CHILD CARE FACILITIES

Chapters 15- 47 - RESERVED

Chapter 48 – RESIDENTIAL OUTDOOR FIRE RESTRICTIONS

Chapter 49 - NUISANCES

Chapter 50 – CRIMINAL PUBLIC NUISANCES

Chapter 51 - MAINTENANCE AND SANITATION OF PREMISES

Chapter 52 - ABATEMENT OF NUISANCE VEGETATION

Chapter 53 - NOISE

Title 8 HEALTH AND SAFETY

Chapter 1 GENERAL HEALTH DEFINITIONS

Sections:

8.1.010 Purpose.

8.1.020 Definitions.

8.1.010 Purpose.

The purpose of this Title of the OCCGF is to prevent and eliminate conditions and practices which endanger public health.

8.1.020 Definitions.

Unless otherwise specified, the following definitions shall apply to this Title.

- A. "Health Authority" means the legally designated City-County Health Department Health Officer or designee.
- B. "Health Department" means the legally designated Great Falls and Cascade County City-County Health Department.
- C. "Administrative hearing" means an informal hearing before the Health Officer, Supervising Sanitarian, and Inspecting Registered Sanitarian concerning closure of a food service establishment or wholesale food establishment.
- D. "Board" means the legally designated City-County Board of Health provided for in Mont. Code Ann. § 50-2-106, as may be amended.
- E. "Priority Item" means a provision in the Montana Food Code, Administrative Rules of Montana Title 37 Chapter 110 subchapter 2, as amended, whose application contributes directly to the elimination, prevention, or reduction to an acceptable level, hazards associated with foodborne illness or injury, and there is no other provision that more directly controls the hazard.
- F. "Health Officer" means a physician or person with a Master's Degree in Public Health, or equivalent, appointed by the Board as provided in Mont. Code Ann. § 50-2-116, as may be amended.
- G. "Wholesale food establishment" means any establishment involved in the sale or provision of food as defined in Mont. Code Ann. § 50-57-102(11), as may be amended. Wholesale food establishment includes "wholesale food manufacturing establishment", "wholesale food salvage establishment", "wholesale ice manufacturer", and "wholesale water bottler" as defined in Mont. Code Ann. § 50-57-102(12) – (16), as may be amended.

Exhibit "A"

Title 8 HEALTH AND SAFETY

- H. "Food Service Establishment" means any establishment involved in the retail sale or provision of food as defined in Mont. Code Ann. § 50-50-102(21), as may be amended.
- I. "Temporary Food Permit" means a permit issued by the Health Authority that allows for persons or organizations to serve approved food items to the public in accordance with the regulations for temporary food establishments found in Mont. Code Ann. §§ 50-50-102(22) and 50-50-120 and the Administrative Rules of Montana (ARM), as may be amended.
- J. "Temporary Food Establishment" means a retail food establishment that operates temporarily in a licensing year as defined in Mont. Code Ann. § 50-50-102, as may be amended.
- K. "Cottage Food Operation" means an establishment that is operating under the conditions provided by Mont. Code Ann. § 50-50-116, as may be amended, to provide, manufacture, or package cottage food products in a kitchen in a registered area of a domestic residence and only for direct sale to a customer of this state.
- L. "Cottage Food Products" means foods that are not potentially hazardous and are processed or packaged in a cottage food operation including jams, jellies, dried fruit, dry mixes, and baked goods. Other similar foods that are not potentially hazardous may be defined by the Department of Health and Human Services by rule.
- M. For the purposes of this Title, "person" shall include an individual, corporation, company, limited liability company, partnership or other non-human entity.

Chapter 2 GENERAL HEALTH REGULATIONS

Sections:

8.2.010 Health authority duties and inspections.

8.2.020 Penalties.

8.2.010 Health authority duties and inspections.

- A. The Health Authority shall have the power to enter and inspect any place where meat, game, poultry, fish, milk, groceries, or other food products are prepared, handled, or stored for public use and to inspect any vehicle transporting such products from one point to another or throughout the City.
- B. Any person is guilty of a violation of this Chapter, if in any manner:
 - 1. Interferes or attempts to interfere with the Health Authority in the discharge of duties or any person being the owner, agent or manager of any place where food is prepared, handled, or stored,
 - 2. Refuses to permit the Health Authority to have full access to such premises, or

Exhibit "A"

Title 8 HEALTH AND SAFETY

3. Attempts to conceal or remove any animals supposed to be diseased, or any food products that the Health Authority desires to inspect.
- C. It is the duty of the Health Authority to inspect any place where food is prepared, handled, or stored for public use at least once in every calendar year unless otherwise provided for, or as often as is deemed necessary by the Health Authority to maintain proper sanitation standards. Written or electronic record of such inspections will be provided to the owner, agent, or manager of such establishments.

8.2.020 Penalties.

- A. A violation of this Chapter is a misdemeanor punishable by a fine not to exceed five hundred dollars (\$500.00), a term not to exceed 6 months in jail, or both.
- B. Any establishment operating within the incorporated City limits in violation of this Chapter is hereby declared a Nuisance as defined by Chapter 49, of this Title.

Chapter 3 RESERVED

Chapter 4 HOTELS AND MOTELS

Sections:

8.4.010 Defined.

8.4.020 State rule adopted.

8.4.010 Defined.

"Hotel" or "Motel" means and includes any building or structure kept, used, maintained as, advertised as, or held out to the public as a hotel, motel, inn, motor court, tourist court, home court, public lodging house, or place where sleeping accommodations are furnished for a fee to transient guests, with or without meals.

8.4.020 State rule adopted.

All hotels or motels operating within the incorporated City limits shall comply with all applicable provisions of the Montana Code Annotated and the Administrative Rules of Montana, including but not limited to those relating to Public Accommodations, and applicable provisions of the International Fire and Building Codes, as adopted by the OCCGF. All discharges to the City Publicly Owned Treatment Works from hotels or motels that include facilities that constitute a food service establishment are subject to review and written approval by the Public Work Director.

Chapter 5 EMERGENCY MEDICAL SERVICES

Sections:

- 8.5.010 Purpose.
- 8.5.020 Authority.
- 8.5.030 Definitions.
- 8.5.040 EMS system.
- 8.5.050 EMS system administrator.
- 8.5.060 EMS system components.
- 8.5.070 EMS System Medical Direction.
- 8.5.080 Establishment of an EMS Advisory Board.
- 8.5.090 City of Great Falls EMS responsibilities.
- 8.5.100 Replacement of GFFR items.
- 8.5.110 Emergency medical services license required.
- 8.5.120 Ambulance service performance contract required.
- 8.5.130 Issuance of ambulance service performance contract.
- 8.5.140 Transferability of ambulance service performance contract.
- 8.5.150 Extension of ambulance service performance contract.
- 8.5.160 Breach of contract and default.
- 8.5.170 Criteria for ambulance service performance contract.
- 8.5.180 Ambulance service performance requirements.
- 8.5.190 Conflict Resolution.
- 8.5.200 Penalties.
- 8.5.210 Performance security.
- 8.5.220 Submittal of reports for requests for service.
- 8.5.230 Release of information.
- 8.5.240 Confidentiality of records.
- 8.5.250 Ambulance service rates.
- 8.5.260 Right of property not granted.
- 8.5.270 City to be held harmless.
- 8.5.280 Ambulance service provider bound by City, State, and Federal regulations.

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8.5.010 Purpose.

The purpose of this Chapter is:

- A. To allow for the orderly and lawful operation of the emergency medical services system in the City;
- B. To enact regulations, policies, and procedures, which are necessary for the public health and safety regarding first response and 911 emergency ambulance service in the City;
- C. To enact regulations, policies, and procedures for issuing contracts and regulating 911 emergency ambulance services to ensure safe, competent, efficient, and adequate care is provided within the City; and
- D. To allow for adequate 911 emergency ambulance services and to establish ambulance service rates for the City's contracted ambulance service as approved by the City Commission.

8.5.020 Authority.

The City Manager, or designee, shall have the authority to establish the necessary procedures to carry out and enforce the intent of this Chapter.

8.5.030 Definitions.

Unless otherwise specified, for the purpose of this Chapter the following definitions shall apply.

- A. "Advanced Life Support (ALS)" means an advanced life support provider as defined in the Administrative Rules of Montana (ARM).
- B. "Advanced Life Support Service" means an ambulance service or non-transporting medical unit that has the capacity, and is licensed by the State of Montana, to provide care at the EMT-Paramedic equivalent level twenty-four (24) hours a day, seven (7) days a week.
- C. "Ambulance" means a privately or publicly owned motor vehicle that is maintained and used for the transportation of patients and that meets all Montana ambulance licensure requirements.
- D. "Ambulance Service" means an emergency medical service that utilizes an ambulance to respond to 911 emergency calls.
- E. "Ambulance Service Performance Contract" means an agreement between the City and an ambulance service provider used as an instrument to authorize and regulate ambulance service in the City.
- F. "Ambulance Service Provider" means the business of, or a person owning, operating, managing, or maintaining as principal or agent of one or more ambulances for the purpose of providing 911 emergency ambulance services within the City Emergency Medical Services System. The ambulance service provider may be a public or private entity.
- G. "Ambulance Service Rates" means any monetary charge, fare, fee, rate, or other consideration or compensation for ambulance service.
- H. "Approved" means acceptable to the authority having jurisdiction.
- I. "City" means the incorporated area of the City of Great Falls and the Fire Districts served by the Great Falls Fire Rescue Department.

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- J. "Emergency Medical Services" or EMS means the services, personnel, resources, equipment, and supporting administration and infrastructure used in responding to medical emergencies, providing emergency medical care, first response services, and the transporting of patients, while rendering emergency medical treatments.
- K. "EMS Call" means first responder and ambulance service provided to evaluate and treat medical conditions of recent onset and severity that would lead a prudent layperson, possessing an average knowledge of medicine and health, to believe that urgent and/or unscheduled care is required.
- L. "EMS System" means the interrelated but separate public and private entities including, but not limited to, ambulance service providers and fire departments which optimally work together in the timely and appropriate provision of emergency medical services to the citizens and visitors of the City.
- M. "Fire Department" means the Great Falls Fire Rescue Department (GFFR).
- N. "First Response Service" means the provision of EMS provided by a responder prior to the arrival of the ambulance service.
- O. "Grandfathering" means the City Commission may contract with an existing ambulance service provider without conducting a competitive process for ambulance service providers.
- P. "Patient" means any person in need of, or in the process of receiving, emergency medical care.
- Q. "Person" means an individual, firm, partnership, association, corporation, company, group of individuals, or other entity acting together for a common purpose.
- R. "Public convenience and necessity" means qualified, fit, able, and willing to perform and provide an ambulance service fitting and suited to serve the public need within the City without significantly adversely impacting the public interest in the overall general provision of the ambulance service within the City.

8.5.040 EMS system.

The public welfare requires the providing of assistance and encouragement for the development of a comprehensive EMS program for the City of Great Falls. The City shall establish and administer an EMS 911 system. The City may contract with a private ambulance service provider to provide emergency medical treatment and transportation of patients within the City.

8.5.050 EMS System Administrator.

The City shall establish an EMS System Administrator appointed by the City Manager to represent the City. The duties and responsibilities of the EMS system administrator shall include, but not be limited to, the following:

- A. Development and implementation of a comprehensive EMS system planning process;
- B. Develop guidelines and performance standards for each component of the City EMS system;
- C. Establish and articulate the roles and responsibilities for EMS system participation;

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- D. Coordinate with the EMS system medical director on issues related to medical procedures, EMS protocols, and quality improvement processes;
- E. Coordinate with all EMS system participants to develop and ensure a management structure and accountability process for the EMS system;
- F. Serve as the chair of the City's EMS Advisory Board;
- G. Provide mechanisms for the continuous evaluation of the EMS system including a comprehensive quality improvement program;
- H. Establish an EMS system quality improvement committee in consultation with the EMS system medical director and other EMS system participants;
- I. Administer and supervise the ambulance service performance contract;
- J. Establish procedures, and policies in consultation with the EMS Advisory Board to ensure a safe, stable, and effective EMS system throughout the City; and
- K. Any other duties as needed to ensure a safe, stable, and effective EMS system throughout the City.

8.5.060 EMS system components.

The EMS system of the City shall include the participation of the following components:

- A. Great Falls 911 Center;
- B. The GFFR;
- C. Ambulance service provider;
- D. Air ambulance service provider;
- E. Local and regional medical facilities;
- F. Any other entity or agency that may be required for the safe, stable, and effective delivery of EMS in the City as identified by the EMS system administrator; and
- G. The public at large.

8.5.070 EMS System Medical Director.

The City shall provide for an EMS 911 System Medical Director to provide overall medical direction for the City EMS 911 system. The duties and responsibilities for the EMS System Medical Director shall include, but not be limited to, the following:

- A. Review and approval of all EMS training programs that are necessary for operation of the EMS 911 response system;
- B. Development and implementation of medical protocols for all EMS personnel;
- C. Serve as the vice-chair of the City's EMS Advisory Board;
- D. Serve as the chair of the EMS system's quality improvement committee;
- E. Conduct periodic quality improvement reviews as dictated by EMS system needs;
- F. The EMS System Medical Director shall serve as the medical director for the GFFR Department and the 911 emergency ambulance service provider;

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- G. The cost of the EMS System Medical Director will be shared by both the GFFR Department and any ambulance service provider;
- H. The City will administer any contract with the EMS system medical director;
- I. The EMS 911 System Medical Director shall not have oversight over the non-emergent and inter-facility transport services that may be provided by any contracted ambulance service; and
- J. When the Medical Director's position becomes vacant, the System Administrator in conjunction with an ambulance service provider representative, will collaborate to recruit and interview a physician to serve as the system's Medical Director.

8.5.080 Establishment of an EMS Advisory Board.

- A. The City Commission shall establish an EMS Advisory Board which is representative of the EMS system participants.
- B. The City Commission shall appoint the members of the EMS Advisory Board. Members of the EMS Advisory Board should include, but not be limited to, the following representatives:
 - 1. EMS System Administrator (chair);
 - 2. EMS System Medical Director (vice-chair);
 - 3. Emergency Manager;
 - 4. Neighborhood Council Coordinator;
 - 5. Emergency Operations Center or 911 Center Supervisor;
 - 6. GFFR EMS Coordinator;
 - 7. Ambulance service provider administrator or manager;
 - 8. GFFR EMT or paramedic; and
 - 9. Ambulance service EMT or paramedic.
- C. Other EMS advisory members may be appointed by the City Commission as needed to ensure all EMS system participants affected by the decisions of the EMS Advisory Board are represented.
- D. The EMS Advisory Board will provide input and discuss issues related to the City's EMS system and serve in an advisory capacity to the City's EMS Administrator.
- E. The EMS Administrator will have the authority regarding EMS system operational issues on behalf of the City and the EMS System Medical Director will have the final authority regarding medical procedures, protocols, or practices.
- F. The City Commission will have oversight responsibility for the EMS Administrator and the EMS Advisory Board.
- G. The EMS Advisory Board will meet on a regular basis, not less than four (4) times a year, to address issues affecting the EMS system and ensure that the performance of the EMS system is safe, stable, and effective.

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8.5.090 City of Great Falls EMS responsibilities.

- A. The City Manager has the primary responsibility to ensure that effective, safe, and reliable EMS is provided to the City.
- B. GFFR shall provide EMS first response services to all EMS calls within the City and to other areas and locations where they may respond.
- C. GFFR may transport patients when it is in the interest of the patient's health and safety. Standard operating guidelines or protocols shall be established by the EMS System Medical Director in conjunction with the EMS Advisory Board to determine when this is appropriate. GFFR may transport when time is critical to patient care, when the patient is packaged and ready for transport, and when an ambulance is not immediately available or is delayed.

8.5.100 Replacement of GFFR items.

- A. Disposable items used by GFFR in providing patient care and treatment shall be replaced at the incident by the ambulance service provider. If it is not in the best interest of patient care to complete the replacement of disposable items at the incident, GFFR will furnish the ambulance service provider with a list of items to be replaced accompanied by the name, if known, and incident number of the patient for whom the items were used.
- B. The ambulance service provider shall, within forty-eight (48) hours of receipt of the list of items, resupply GFFR with all items on such list to be delivered them at Fire Station 1, 105 9th Street South. All brand name specific supplies as identified by all EMS participants and approved by the EMS Advisory Board shall be replaced with said brand name. Otherwise, a brand name equivalent replacement may be used but shall be approved by the Medical Director.
- C. Within twenty-four (24) hours, or such longer period as has been established as policy by the EMS Advisory Board, the ambulance service provider will retrieve and return to GFFR all durable equipment supplied by GFFR in providing EMS and any other GFFR equipment which has come into the ambulance service provider's possession.

8.5.110 Emergency medical services license required.

- A. No person shall conduct or operate an ambulance service within the City without first obtaining a license as required by OCCGF Title 5, Chapter 3, Article 7.
- B. A violation of this section is a misdemeanor punishable by a term not to exceed six (6) months in jail, a fine not to exceed five hundred dollars (\$500.00), or both.

8.5.120 Ambulance service performance contract required.

- A. All persons who wish to operate, conduct, advertise, engage in, or profess to be engaged in the 911 emergency ambulance business or service of the transportation of any patient by ambulance upon the streets or any public way or place within the City, shall only do so upon the execution of an ambulance service performance contract issued by the City.
- B. Any City ambulance service contractor is required by this Chapter to obtain an ambulance service performance contract from the City to provide 911 emergency ambulance services within the City's jurisdiction.

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- C. Upon recommendation of the City Manager, the City Commission shall make the final determination to execute an ambulance service performance contract with an ambulance service provider for ambulance service to City 911 emergency calls.
- D. No ambulance service performance contract will be approved under this Chapter to any new ambulance service unless the City Commission, after conducting a public hearing and review, finds that another ambulance service is in the public interest, for the public convenience and necessity, and that the ambulance service provider is fit, willing, and able to perform such public service and to operate in compliance with Montana state law, the ARM, and the OCCGF.
- E. No unauthorized ambulance service shall be dispatched to 911 emergency calls or allowed to transport patients within the City except during a catastrophic incident or disaster, if demand for resources overwhelms the EMS system.
- F. Nothing in this Chapter shall be construed to modify, or in any way affect, existing state laws concerning ambulance services.

8.5.130 Issuance of ambulance service performance contract.

- A. An ambulance service performance contract can only be issued by the City Commission by "grandfathering" or completion of a competitive process in accordance with Montana state law. The City reserves the right to issue an interim contract to any ambulance service provider for the City under emergency circumstances such as when the contracted ambulance service provider fails to perform the services under its performance contract and this Chapter.
- B. If during an exceptional event, as determined by the City Manager, that the health and safety of the residents of the City are threatened or jeopardized, the City Manager shall take such actions necessary to alleviate that threat. Such action may include, but is not limited to, temporary assignment of an ambulance service provider to provide services in the City. Such action shall comply with Mont. Code Ann. Title 10.
- C. Emergency action taken by the City Manager must be ratified and approved by the City Commission within thirty (30) calendar days to remain valid. The City Commission may issue an interim ambulance service performance contract for a specified term.

8.5.140 Transferability of ambulance service performance contract.

- A. An ambulance service performance contract shall not be transferable by the ambulance service provider to another person, party, or business, for the purpose of providing ambulance service within the City, unless formally approved by the City Commission.
- B. The City Manager, at his or her discretion, may allow the contracted ambulance service provider to subcontract for ambulance services. Any subcontractor must comply with the provisions of this Chapter and all other applicable provisions of the Official Code of the City of Great Falls (OCCGF).
- C. If the City approves the use of a subcontractor, the primary contractor shall retain accountability for delivering the required contract performance. The inability or failure of any subcontractor to perform any duty or deliver contracted performance will not excuse the primary contractor from any responsibility in this Chapter or in the ambulance service performance contract.

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8.5.150 Extension of ambulance service performance contract.

The City Commission will determine the length of an ambulance service performance contract, by resolution or approval of a contract. At the discretion of the City Commission, contract extensions may be granted, or the contract may provide for automatic annual renewals based on achievement of performance measures and customer service requirements specified by the City.

8.5.160 Breach of contract and default.

- A. An ambulance service performance contract issued by the City Commission may be suspended or terminated by the City Commission for:
 - 1. Non-compliance with this Chapter;
 - 2. Violations of applicable Montana Code Annotated provisions;
 - 3. Violations of applicable ARM regulations;
 - 4. Violations of applicable federal regulations;
 - 5. Violations of the terms of the ambulance service performance contract, or
 - 6. Violations of the performance standards specified in the ambulance service performance contract as agreed to by both parties.
- B. An ambulance service performance contract shall contain performance criteria and provisions for the suspension or termination of the contract for failure to meet the performance criteria or other provisions, including response time standards.
- C. The ambulance service performance contract shall contain provisions defining major and minor breaches of contract infractions and specified time periods for correcting infractions.
- D. An ambulance service performance contract shall contain provisions designed to assure continuity of ambulance service in the event of default or breach of contract by the ambulance service provider and any subsequent suspension or termination by the City.

8.5.170 Criteria for ambulance service performance contract.

Any person desiring to obtain an ambulance service performance contract with the City as required by this Chapter, shall demonstrate the ability to meet the following requirements:

- A. The ambulance service provider must possess a current license from the State of Montana, Department of Health and Human Services to provide emergency medical services, both transport and treatment at the Advanced Life Support (ALS) level;
- B. The ambulance service provider must provide emergency medical services at the ALS level, throughout the City, twenty-four (24) hours per day, and seven (7) days per week;
- C. Each responding ambulance shall be staffed with a minimum of one (1) Montana Certified Paramedic and one (1) Montana Certified Emergency Medical Technician (EMT);
- D. The ambulance service provider must have adequate personnel, vehicles, equipment, and facilities to respond to all locations within the City to meet the response time standards specified in the ambulance service performance contract;
- E. The ambulance service provider must comply with rules and regulations governing emergency medical services and emergency medical technicians, as promulgated by the State of Montana, Department of Health and Human Services, and the Board of Medical Examiners as specified in the ARM;

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- F. The emergency medical providers, to include the contracted ambulance service, will use the Great Falls 911 Center, and they shall abide by the rules and procedures as outlined in the 911 Center policy manual;
- G. The ambulance service provider must have a commercial general liability insurance policy, including automobile coverage, in a form set by Commission resolution;
- H. All policies of insurance under this Chapter shall be issued by insurance companies licensed to do business in the State of Montana;
- I. Proof or coverage shall be evidenced by submitting an insurance certificate, or certificates, to the City which names the City as an additional insured and indicates that the City will be notified not less than thirty (30) days prior to alteration, cancellation, termination, or non-renewal of coverage;
- J. The ambulance service provider shall provide the City a list of the full names of all ambulance drivers and attendants, identifying each person's:
 - 1. EMS certification level;
 - 2. Certification number or paramedic license number;
 - 3. Issuing jurisdiction;
 - 4. CPR certification;
 - 5. Montana Driver's License number; and
 - 6. Ambulance Driver Certificate, as well as the expiration dates for each;
- K. The above described list shall be updated and provided to the City on an annual basis and any changes (including additions or deletions) will be provided on a quarterly basis or as requested by the City; and
- L. The City shall take reasonable steps to protect confidentiality of private personal ambulance staff information.

8.5.180 Ambulance service performance requirements.

- A. The ambulance service performance contract shall include specific response time standards for 911 EMS calls.
- B. Additional performance requirements related to personnel, vehicles, equipment, and patient care shall also be included in the ambulance service performance contract.

8.5.190 Conflict resolution.

- A. Conflicts or disputes related to the operation of emergency services involving the Great Falls 911 Emergency Services System will be resolved between the system participants as efficiently and as cooperatively as possible. The conflict or issue should be resolved at the lowest level possible. Conflict resolution will proceed as follows:
- B. If the issue cannot be resolved at this initial level, the issue should be submitted in writing by either party to the EMS Administrator within fifteen (15) calendar days of first occurrence or first knowledge, and the party carrying the conflict forward must include their requested remedy;

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- C. The EMS Administrator shall have ten (10) business days from receipt of the written conflict to investigate the matter, take the appropriate corrective action, if any, and provide a written response to the parties involved;
- D. If the EMS Administrator's decision does not resolve the conflict, then either party may submit the conflict in writing to the City Manager within fifteen (15) calendar days of receipt of the EMS Administrator's decision, and the City Manager, or designee, shall investigate the issue and render a written decision within ten (10) business days after receipt of the written submission of the conflict;
- E. If the City Manager's decision does not resolve the conflict, then either party may submit the issue in writing to the City Commission within fifteen (15) calendar days of receipt of the City Manager's decision;
- F. The City Commission may after conducting a hearing on the conflict, in a written pronouncement, choose to affirm the decision of the City Manager, further investigate the issue, or reject or modify the decision of the City Manager within thirty (30) calendar days of submittal; and
- G. A party may appeal an adverse City Commission decision to the Montana Eighth Judicial District Court within thirty (30) calendar days of the Commission's pronouncement.

8.5.200 Penalties.

- A. An ambulance service performance contract shall provide for penalties and remedies in the event the ambulance service provider fails to comply with the personnel, equipment, or reporting requirements of this Chapter or the ambulance service performance contract, including response time standards for 911 emergency responses.
- B. The penalties paid to the City shall be used to pay for EMS related expenses, including public education programs and administrative oversight of ambulance service providers.

8.5.210 Performance security.

- A. The 911 emergency ambulance service provider shall provide security in an amount equal to the City's reasonably anticipated operating costs for two (2) months of 911 emergency ambulance services.
- B. Security shall be provided in the form of:
 - 1. Cash;
 - 2. An irrevocable letter of credit issued by a financial institution rated at least "A" by Moody's or Standard & Poor's;
 - 3. An irrevocable guaranty issued by an entity rated at least "A" by Moody's or Standard & Poor's;
 - 4. A surety bond issued by an insurance company rated at least "A" by Moody's, Standard & Poor's or A.M. Best; or
 - 5. Such other forms of security as may be agreed to by the City and the ambulance service provider in writing.
- C. An ambulance service performance contract may include provisions that protect the interests of the City, provide for continued ambulance services in the event of a suspension

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or termination of the contract, failure of any ambulance service provider, and any takeover of services that may be enacted by the City.

8.5.220 Submittal of reports for requests for service.

- A. At the request of City, the ambulance service provider shall submit reports, records, and other information regarding emergency transports that are necessary to verify the ambulance service provider's compliance with this Chapter and the ambulance service performance contract executed pursuant to this Chapter.
- B. These reports, records, and information shall be submitted in the format and on the date requested by the City. The specific information that is to be provided in these reports will be clearly set forth in the performance contract, including when and how often such reports will be submitted to the City.
- C. The ambulance service provider may keep records using account numbers or patient numbers rather than names and addresses; provided that such records shall include the fire department incident number.

8.5.230 Release of information.

Upon receipt of a written request from any patient who has been transported by the ambulance service contractor, the contractor or provider shall provide to the patient all information related to the transport in question, to the extent permitted by the federal HIPAA Privacy Regulations or state law including, but not limited to, all of its billing records relating to patient and supported by the account number or patient number. Additionally, at the City's request and if so authorized by the patient, the ambulance service contractor shall provide all information related to the transport in question to the City.

8.5.240 Confidentiality of records.

- A. Except as otherwise provided in this section, information provided by the ambulance service provider to the City for purposes of determining compliance with the requirements of this Chapter and the ambulance service performance contract shall be considered public records.
- B. An ambulance service provider may seek and the City may provide, after a showing of good cause by the applicant, confidential treatment to protect against the disclosure, or public inspection of, commercially valuable or proprietary information related to performance.
- C. Any information provided to the City which contains a natural person's name, address, medical condition or diagnosis, incident location, social security number, personal financial records, telephone number, home address, e-mail address, names of family members or work history, or which otherwise constitutes "protected health information" as that term is applied in the Federal Health Insurance Portability and Accountability Act of 1996, and regulations under ("HIPAA") or Montana Health Care information Act, as may be amended, shall be considered confidential.
- D. Such confidential information shall not be released by the City to the public, unless the person to whom the information applies has first agreed in writing, in a format which complies with HIPAA requirements, to release of the information. To the extent permitted by HIPAA and other applicable law, reports containing confidential information and information deemed to be public may be released if such confidential information is first redacted.

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8.5.250 Ambulance service rates.

- A. The contracted ambulance service shall submit to the EMS administrator a proposed ambulance fee schedule that will be approved by Commission resolution, if said fees are consistent with industry best practices, the market, and applicable federal and state laws.
- B. The ambulance service may not refuse transport based on the patient's inability to pay.

8.5.260 Right of property not granted.

Any ambulance service performance contract granted pursuant to this Chapter shall not impart to the ambulance service provider any right of property in any City rights-of-way or other City property. The ambulance service performance contract shall be construed to have granted nonexclusive permission and authority to operate within the City.

8.5.270 City to be held harmless.

The contracted ambulance service provider shall defend, indemnify, protect and hold the City, its officers, employees and agents harmless from and against any and all claims asserted, or liability established for injuries or damages to any person or property, or losses and causes of action which may arise from, or in connection with, the services provided under the ambulance service performance contract, except to the extent any such claims, liability, losses, or causes of action arise from the acts or omissions of the City.

8.5.280 Ambulance service provider bound by City, State, and Federal regulations.

The ambulance service provider shall be subject to all requirements of the OCCGF, rules, regulations, and specifications insofar as the regulations and specifications are not in violation of any applicable State or Federal regulations. The City reserves every right and power to exercise any requirement of the OCCGF, and the ambulance service provider, by its acceptance of the ambulance service performance contract, agrees to be bound thereby and to comply with any action under (or requirement) of the OCCGF, as it exists now or as may be amended.

Chapter 6 FOOD SERVICE

Sections:

- 8.6.010 State rule adopted.
- 8.6.020 Closure.
- 8.6.030 Inspection of food service establishments.
- 8.6.040 Knowledge of food protection practices.
- 8.6.050 Temporary food permit.
- 8.6.060 Penalties.

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8.6.010 State rule adopted.

The City hereby adopts, by reference, the Montana Code Annotated and Administrative Rules of Montana (ARM) as may be amended, relating to food service establishments. A copy of the regulation shall be filed with the City Clerk as the, "Montana Retail Food Code".

8.6.020 Closure.

- A. The Health Authority may close a Food Service Establishment, Temporary Food Establishment, or Cottage Food Operation under any of the following conditions:
 - 1. If a foodborne illness outbreak is likely associated with a Food Service Establishment, Temporary Food Establishment, or Cottage Food Operation, and the Health Authority deems that closure is necessary to protect public health and/or correct the circumstances contributing to the outbreak;
 - 2. If a Priority Item is in violation which creates an imminent or present danger to public health and is not corrected immediately to the satisfaction of the Health Authority;
 - 3. When a follow-up inspection of a Food Service Establishment, Temporary Food Establishment, or Cottage Food Operation yields two or more of the same priority item violations noted on a previous inspection and the establishment has been notified that closure may be a consequence of noncompliance as described in this section; or
 - 4. When a Food Service Establishment operates without a valid license, a temporary food service operates without a valid permit, or a cottage food operation operates without a valid registration.
- B. Operation of a Food Service Establishment, Temporary Food Establishment, or Cottage Food Operation which has been closed by the Health Authority is a violation of this Chapter.
- C. Before the Health Authority closes an establishment or operation because of repeat priority item violations, the Health Authority shall notify the establishment in writing that it may be closed to the public and a closure notice placed at each customer entrance, if two or more of the same priority item violations remain on a follow-up inspection conducted within ten (10) business days.
- D. Upon closure of a Food Service Establishment, Temporary Food Establishment, or Cottage Food Operation for any reason pursuant to this Chapter:
 - 1. The Health Authority shall serve a written explanation of the reasons for closure and a copy of any applicable inspection forms to the operator or agent of the establishment or operation;
 - 2. The closure order is effective upon service, and no new customers may be served or sold any products;
 - 3. The Health Authority may require the operator or agent to notify current customers of the closure;
 - 4. A conspicuous notice of closure shall be posted at each customer entrance of an establishment by POST certified law enforcement or the Health Authority, but

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- notice of closure need not be posted at the entrance of a cottage food operation;
and
5. The notice may only be removed or altered under the direction of the Health Authority.
- E. Upon closure of a Food Service Establishment, Temporary Food Establishment, or Cottage Food Operation pursuant to this Chapter, it may be reopened after twenty-four (24) hours if:
1. The operator or agent submits a written plan of correction to the Health Authority specifying the corrections to be made and time parameters for completion;
 2. The Health Authority approves the plan of correction;
 3. The Health Authority inspects the establishment or operation and determines that the approved plan of correction is being followed; and
 4. The notice of closure previously posted is removed by, or under the direction of, the Health Authority.
- F. An establishment or operation may be reopened pursuant to this Chapter sooner than twenty-four (24) hours after closure, if following an administrative hearing conducted by the Health Authority, it is determined that all provisions of subsection (E) of this section are satisfied.
- G. Once an establishment or operation is re-opened pursuant to this Chapter:
1. The Health Authority shall conduct additional inspections as deemed necessary to evaluate whether the plan of correction is being performed and whether any priority item violations exist;
 2. The Health Authority may require an operator to modify a plan of correction; and
 3. An establishment may be closed pursuant to this Chapter again if:
 - i. Any violations of this Chapter exist; or
 - ii. The plan of correction is not being performed.

8.6.030 Inspection of Food Service Establishments.

- A. At least once every year, the Health Authority shall inspect each Food Service Establishment located in the City of Great Falls and shall make any additional inspections and re-inspections as are necessary for the enforcement of this Chapter.
- B. The Health Authority shall have the power to enter and inspect any place where meat, game, poultry, fish, milk, groceries, or any other food products are prepared, handled, and/or stored for public use and to inspect any vehicle transporting such products.
- C. Any person, or any person being owner, agent, or manager at any place food is prepared, handled, or stored, is guilty of a violation of this Chapter, if that person in any manner:
 1. Interferes, or attempts to interfere, with the Health Authority in the discharge of duties, or

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2. Refuses to permit the Health Authority to have full access to the premises, or any food products that the Health Authority desires to inspect.
- B. The Health Authority shall be permitted to examine the records of the establishment to obtain pertinent information pertaining to food and supplies purchased, received, or used, and persons employed, during operation hours, or at any other time when food preparation is being conducted.
- C. A written or electronic record of any inspections will be provided to the owner, agent, or manager of each establishment.

8.6.040 Knowledge of food protection practices.

- A. In addition to the Montana state requirement for Certified Food Protection Managers in retail food establishments, the owner, operator, manager, or employees of any Food Service Establishment may, at any time, be required by the Health Authority to show sufficient knowledge of food protection practices, sanitation practices, and regulation requirements necessary to protect the public from food borne illness.
- B. At the option of the Health Authority, owners, operators, managers, and key food preparation personnel, may be required to participate in a food safety training course and/or may be tested on their knowledge of food protection practices prior to the opening of any new food establishment or at any time there is a change of ownership or management of an existing food establishment or if there is a pattern of critical item violations within an existing establishment.

8.6.050 Temporary Food Permit.

All persons or organizations serving or selling food to the public that are not exempt from obtaining a permit pursuant to Mont. Code Ann. Title 50, Chapter 50 (i.e., private church dinners, private organizations serving members only) shall comply with the provisions of Mont. Code Ann. § 50-50-120, as may be amended, and shall obtain a Temporary Food Permit from the City-County Health Department.

8.6.060 Penalties.

In addition to any remedies listed in this Chapter:

- A. A person owning or operating a retail Food Service Establishment, Temporary Food Establishment, or Cottage Food Operation within the incorporated City limits, in violation of this Chapter, is guilty of a misdemeanor punishable by a term not to exceed six (6) months in jail, a fine not to exceed five hundred dollars (\$500.00), or both; and
- B. A Retail Food Service Establishment, Temporary Food Establishment, or Cottage Food Operation operating within the incorporated City limits, in violation of this Chapter, is hereby declared a Nuisance as defined by Chapter 49 of this Title.

Chapter 7 WHOLESALE FOOD ESTABLISHMENTS

Sections:

8.7.010 State rule adopted.

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8.7.020 Closure.

8.7.030 Inspection of wholesale food establishments.

8.7.040 Knowledge of food protection practices.

8.7.050 Penalties.

8.7.010 State rule adopted.

The City adopts by reference the Montana Code Annotated and the ARM regulations, as may be amended, pertaining to Wholesale Food Establishments. A copy of the regulation shall be filed with the City Clerk as the "Montana Wholesale Food Code".

8.7.020 Closure.

- A. The Health Authority may close a Wholesale Food Establishment operation under any of the following circumstances:
 - 1. If a foodborne illness outbreak is likely associated with the Wholesale Food Establishment and the Health Officer deems that closure is necessary to protect public health and/or correct the circumstances contributing to the outbreak;
 - 2. If a Priority Item is in violation which creates an imminent or present danger to public health and is not corrected immediately to the satisfaction of the Health Authority;
 - 3. When a follow-up inspection of a Wholesale Food Establishment operation yields two or more of the same priority item violations noted on a previous inspection and the establishment has been notified that closure may be a consequence of noncompliance as described in this section; or
 - 4. When a Wholesale Food Establishment operates without a valid license.
- B. Operation of a Wholesale Food Establishment which has been closed by the Health Authority is a violation of this Chapter.
- C. Before the Health Authority closes a Wholesale Food Establishment because of repeat priority item violations, the Health Authority shall notify the establishment in writing that it may be closed to the public and a closure notice placed at each customer entrance, if two or more of the same priority item violations remain on a follow-up inspection conducted within ten (10) business days.
- D. Upon closure of a Wholesale Food Establishment for any reason pursuant to this Chapter:
 - 1. The Health Authority shall serve a written explanation of the reasons for closure and a copy of any applicable inspection forms to the operator or agent of the establishment;
 - 2. The closure order is effective upon service, and no new customers may be served or sold any products;

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3. A conspicuous notice of closure shall be posted at each customer entrance of the establishment by POST certified law enforcement or the Health Authority; and
 4. The notice may only be removed or altered under the direction of the Health Authority.
- E. Upon closure of an establishment pursuant to this Chapter, it may be reopened after twenty-four (24) hours if:
1. The operator or agent submits a written plan of correction to the Health Authority specifying the corrections to be made and time parameters for completion;
 2. The Health Authority approves the plan of correction;
 3. The Health Authority inspects the establishment and determines that the approved plan of correction is being followed; and
 4. The notice of closure previously posted is removed by, or under the direction of, the Health Authority.
- F. An establishment may be reopened pursuant to this Chapter sooner than twenty-four (24) hours after closure, if following an administrative hearing conducted by the Health Authority, it is determined that all provisions of subsection (E) of this section are satisfied.
- G. Once an establishment or operation is re-opened pursuant to this Chapter:
1. The Health Authority shall conduct additional inspections as deemed necessary to evaluate whether the plan of correction is being performed and whether any priority item violations exist;
 2. The Health Authority may require an operator to modify a plan of correction; and
 3. An establishment may be closed pursuant to this chapter again if:
 - i. Any violations of this Chapter exist; or
 - ii. The plan of correction is not being performed.

8.7.030 Inspection of Wholesale Food Establishments.

- A. At least once every calendar year, a representative of the Health Authority shall inspect each wholesale food establishment located in the incorporated City limits and shall make any additional inspections and re-inspections as are necessary for the enforcement of this Chapter.
- B. The Health Authority representative shall have the power to enter and inspect any place where meat, game, poultry, fish, milk, groceries, or any other food products are prepared, handled, or stored for public use and to inspect any vehicle transporting such products.
- C. Any person, or any person being owner, agent, or manager at any place food is prepared, handled, or stored, is guilty of a violation of this Chapter, if that person in any manner:
 1. Interferes, or attempts to interfere, with the Health Authority in the discharge of duties, or

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2. Refuses to permit the Health Authority to have full access to the premises, or any food products that the Health Authority desires to inspect.
- D. The Health Authority shall be permitted to examine the records of the establishment to obtain pertinent information pertaining to food and supplies purchased, received, or used, or persons employed during operation hours or at any other time when food preparation is being conducted.
- E. A written or electronic record of any inspections will be provided to the owner, agent, or manager of each establishment and continually maintained by the Health Authority.

8.7.040 Knowledge of food protection practices.

- A. The owner, operator, manager, and employees of any wholesale food establishment may, at any time, be required by the Health Authority to show sufficient knowledge of:
 1. Food protection practices;
 2. Sanitation practices; and
 3. Regulation requirements necessary to protect the public from foodborne illness.
- B. At the option of the Health Authority, owners, operators, managers, and key food preparation personnel may be required to participate in a food safety training course and/or may be tested on their knowledge of food protection prior to the opening of any new food processing establishment or any time there is a change of ownership or management of an existing food processing establishment, or if there is a pattern of critical item violations within an existing establishment.

8.7.050 Penalties.

In addition to any remedies listed in this Chapter:

- A. A person owning or operating a Wholesale Food Establishment within the incorporated City limits, in violation of this Chapter, is guilty of a misdemeanor punishable by a term not to exceed six (6) months in jail, a fine not to exceed five hundred dollars (\$500.00), or both; and
- B. A Wholesale Food Establishment operating within the incorporated City limits, in violation of this Chapter, is hereby declared a Nuisance as defined by Chapter 49 of this Title.

Chapter 8 GARBAGE AND REFUSE

Sections:

- 8.8.010 Definitions.
- 8.8.020 Containers—accumulation or refuse—standards generally.
- 8.8.030 Containers—future use of underground cans prohibited.
- 8.8.040 Containers—refuse—placement for collection.
- 8.8.050 Containers—refuse—placement for alley collection.
- 8.8.060 Containers—refuse—garbage wrapping requirements.

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- 8.8.070 Combustible rubbish storage.
- 8.8.080 Containers—rubbish accumulation.
- 8.8.090 Bulk handling—refuse storage.
- 8.8.100 Containers—bulk—multifamily dwelling.
- 8.8.110 Collector—littering prohibited.
- 8.8.120 Private persons transporting.
- 8.8.130 Premises maintenance—violation.
- 8.8.140 Alley maintenance.
- 8.8.150 Premises—container placement—parks and public areas.
- 8.8.160 Premises—collection—authorized.
- 8.8.170 Burning.
- 8.8.180 Construction—waste removal regulations.
- 8.8.190 Salvaging prohibited—exception with contract or permit.
- 8.8.200 Manure accumulations.
- 8.8.210 Billing charges.
- 8.8.220 Assessing delinquent charges.
- 8.8.230 Sanitation rates resolution.
- 8.8.240 Special services rate.
- 8.8.250 Exemption from service prohibited.
- 8.8.260 Contractual—license required.
- 8.8.270 Out of City dumping prohibited.

8.8.010 Definitions.

Pursuant to this Chapter, the following definitions of terms shall apply:

- A. "City-owned container" means any container supplied to residential or commercial refuse generators by the City.
- B. "Compost" means the product resulting from the decomposition of leaves, straw, grasses, and other such organic matter mixed or unmixed with well-rotted manure, and mixed or unmixed with materials ordinarily forming a part of the soil used as fertilizer and soil conditioner.
- C. "Contract collection" means engagement by the City of a private company or companies under formal agreement and definite specifications to collect and haul municipal refuse for which the contractors are paid from general public revenues or service fees collected by the City.

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- D. "Disposal area" means any site, location, tract of land, area, building, structure, or premises used or intended to be used for refuse disposal.
- E. "Garbage" or "Refuse" means every accumulation of matter that attends the preparation, consumption, decay, dealing in, or storage of meats, fish, fowl, birds, fruit, or vegetables, including the cans, containers, or wrappers. These terms also include solid materials including but not limited to the following:
1. Garbage cleanings;
 2. Industrial solid wastes or domestic solid wastes;
 3. Organic wastes or residue of animals sold as meat;
 4. Fruit or other vegetables or animal matter from kitchens or dining rooms;
 5. Wasted material from food establishments; or
 6. Any places dealing in or handling meat, fowl, fruits, grain or vegetables, offal, animal excreta or the carcasses of animals, brick, plaster, or other waste matter resulting from the demolition, alteration or construction of buildings or structures; accumulated waste material, cans, containers, tires, junk, or other such substances which may become a Nuisance.
- F. "Manure" means the accumulation of animal or fowl droppings with or without added decomposable materials such as straw, grasses, or leaves, exclusive of human excrement.
- G. "Municipal collection" means performance of collection operations under direction of a regular municipal department or official.
- H. "Owner/occupant" means the person occupying a dwelling or unit, or the person owning, operating, managing, or keeping any:
1. Hotel;
 2. Apartment house;
 3. Rental unit;
 4. Mobile home;
 5. Boarding house;
 6. Trailer camp;
 7. Auto court;
 8. Food establishment;
 9. Industrial establishment;
 10. Commercial establishment;
 11. Business establishment;
 12. School;
 13. Church; or
 14. Institution or premises wherein or whereon refuse accumulates or is likely to accumulate.

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- I. "Private collection" means collection by licensed individuals or companies of refuse materials from private properties, pursuant to arrangements made directly between the owner or occupant of the premises and the collector.
- J. "Rack" means any type of support which will hold refuse containers upright and protect the contents from being scattered by animals or the wind.
- K. "Refuse collector" means the person, firm, agency, public body, or employee or agent thereof who is engaged in the collection and/or transportation of refuse in any part of the City that is either properly licensed pursuant to OCCGF Title 5 or has written permission from the Public Works Director or designee to engage in such collection or transportation.
- L. "Refuse container" means any container supplied to refuse generators by an authorized collector which are approved by the City Public Works Director.
- M. "Refuse disposal" means the complete process required for the disposal of any refuse and includes all tools, equipment, treatment spaces, buildings, structures, appurtenances, and materials required to take refuse from a refuse collector and bury, incinerate, destroy, or otherwise dispose of such refuse.
- N. "Rubbish" means accumulation of any of the following:
 - 1. Wood and leaves;
 - 2. Trimmings from shrubs;
 - 3. Dead trees or branches; shavings and sawdust;
 - 4. Wood shavings;
 - 5. Woodenware;
 - 6. Printed matter including paper, paperboard, and pasteboard;
 - 7. Packing crates and pasteboard boxes;
 - 8. Grass and roots;
 - 9. Straw;
 - 10. Wearing apparel;
 - 11. Soil, earth, sand, clay, gravel, loam;
 - 12. Stone, bricks, plaster, crockery, glass, and glassware;
 - 13. Ashes, cinders, shell, and metals; or
 - 14. All other materials not included under the term "garbage."
- O. "Salvage operation" means any operation carried on by a person, firm, corporation, or other entity for the express purpose of reclaiming for value a portion of a substance, material, or goods prior to or as a part of the refuse disposal process by sorting, segregation, or other manual or mechanical means.
- P. "Transportation of refuse" means the hauling in bulk or in refuse containers to the designated disposal area or transfer station.
- Q. "Commercial collection" means collection from businesses and multifamily dwelling units containing two (2) or more separate dwellings.

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- R. "Residential collection" means collection from all single-family dwellings.
- S. "Yard waste" means grass clippings, leaves, trimmings from shrubs and trees, and vegetable and flower garden plants.
- T. "Winter months' traveler" means a residential property owner who temporarily leaves his or her primary residence for a period of time during the months of November through April, often referred to as "snowbird".

8.8.020 Containers—accumulation or refuse—standards generally.

The standards and requirements set out in OCCGF sections 8.8.030 through 8.8.120 are established as a minimum for the accumulation and storage of refuse pending collection.

8.8.030 Containers—future use of underground cans prohibited.

Underground containers are prohibited.

8.8.040 Containers—refuse—placement for collection.

- A. Residential refuse and garbage generators equipped with City-owned rollout containers shall place refuse and garbage containers on the scheduled collection days at the curb-line in front of the premises.
- B. Containers shall not be placed for collection before 6:00 p.m. on the day preceding the day of collection, and after the containers are emptied they shall be removed from the curb-line on the day of collection. It shall be the duty of the owner or occupant to provide and maintain accessibility to any and all containers.

8.8.050 Containers—refuse—placement for alley collection.

City-owned containers shall be distributed and positioned as approved by the City Public Works Director or designee. Containers serving more than one property or dwelling unit shall be positioned along the rear or side alley in a manner to facilitate efficient collection and accessibility for refuse and garbage generators and City refuse and garbage collection. It shall be the duty of the property owner to provide and maintain accessibility to any and all containers.

8.8.060 Containers—refuse—garbage wrapping requirements.

All garbage placed in residential refuse containers shall be wrapped with paper or plastic. It is prohibited to place the following materials in a City-owned container:

- A. Large limbs or trimmings that do not allow the container lid to close;
- B. Hazardous liquids;
- C. Large construction, demolition or remodeling debris;
- D. Concrete, dirt or plaster;
- E. Appliances or other furniture that will not allow the lid to close;
- F. Hot ashes; and

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- G. Dead animals or parts thereof.

8.8.070 Combustible rubbish storage.

Whenever combustible rubbish is held and stored within any industrial, commercial, or business structure, it must be stored in a manner acceptable to the Fire Marshall.

8.8.080 Containers—rubbish accumulation.

- A. Ordinary accumulations of rubbish between collections may be placed at the designated collection place in any container of size and shape so as to be easily lifted, no larger than 32 gallons, secured against the wind, and handled without spillage by the collector.
- B. Extraordinary accumulations of rubbish shall be placed for collection in appropriate containers. Tree trimmings may be placed for collection outside of a container, provided such trimmings are secured in bundles that do not exceed seventy-five (75) pounds in weight and do not exceed four (4) feet in length.
- C. Grass clippings shall be placed in substantial containers or bags that can be collected without spillage or in a manner so as to not prevent a City container from closing.
- D. Wetted down ashes shall be placed only in easily lifted metal containers with covers.
- E. Other waste material shall be placed in containers which will not break, fall apart, rip or tear while being handled by the collector, or shall be secured in neat bundles, easily handled by the collector and shall not exceed four (4) feet in length.

8.8.090 Bulk handling—refuse storage.

Bulk handling or storage of refuse of any character shall be subject to review by the City Public Works Director or designee, and the owner or occupant of any industrial, commercial, or business establishment shall make such provisions as required for the sanitary and safe storage and collection of such refuse as may be produced in bulk.

8.8.100 Containers—bulk—multifamily dwelling.

- A. For multifamily dwellings containing four or more separate dwelling units, bulk containers of a minimum one-half-cubic-yard or ninety-six (96) gallon capacity shall be required per dwelling unit.
- B. For commercial or industrial establishments, bulk containers shall generally be required unless the amount of refuse generated warrants special consideration by the City Public Works Director or designee. Bulk containers shall be supplied by the City and shall be in accordance with requirements provided by sections 8.8.040 through 8.8.050.

8.8.110 Collector—littering prohibited.

- A. The collector shall not litter any premises or public property while making collections of refuse, nor shall any refuse be allowed to blow or fall from collection vehicles.

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- B. If in spite of normal precautions against spillage, litter is made on any premises or public property, the collector shall immediately clear the area of spillage. The collector shall not be responsible to clear up the area of spillage when refuse has been carelessly spilled by the owner or occupant. The City Sanitation Officer shall be notified to enforce correct litter accumulation requirements.
- C. A violation of the Section is a misdemeanor punishable by a fine not to exceed five-hundred dollars (\$500.00), a term not to exceed six (6) months in jail, or both

8.8.120 Private persons transporting.

Private persons who transport any refuse or yard waste shall take action to prevent any spillage. Should any spillage accidentally occur, the transporter will immediately clean the area.

8.8.130 Premises maintenance—violation.

- A. It shall be the duty of every property owner to maintain the premises, equipment, containers, and disposal areas owned or used in compliance with all the requirements of this Chapter.
- B. A violation of this section is a misdemeanor punishable by a term not to exceed six months in jail, a fine not to exceed five hundred dollars (\$500.00), or both.
- C. Any premises where a violation of this section is occurring is hereby declared a Nuisance as defined by Chapter 49 of this Title.

8.8.140 Alley maintenance.

All persons owning, occupying, or being in control of property fronting on any alley of the City shall keep the portion of the alley between the centerline thereof and the property line of such property and fronting on such property, free from garbage, rubbish, weeds, or any other combustible material.

8.8.150 Premises—container placement—parks and public areas.

Containers shall be placed by the owner or occupant in a place or manner approved by the City Public Works Sanitation Division. The Sanitation Division may also place containers in parks, recreation areas, places of public assembly, and along public rights-of-way as may be required or desirable.

8.8.160 Premises—collection—authorized.

- A. Every property owner of the places or occupancies referred to in this Chapter shall be responsible for the regular collection of garbage from the places of occupancy by authorized collectors. No person shall permit the removal of any refuse except in an approved manner or by an authorized collector.
- B. A violation of this section is a misdemeanor punishable by a term not to exceed six months in jail, a fine not to exceed five hundred dollars (\$500.00), or both.

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- C. Any premises where a violation of this section is occurring is hereby declared a Nuisance as defined by Chapter 49 of this Title.

8.8.170 Burning.

- A. The burning of refuse is prohibited.
- B. A violation of this section is a misdemeanor punishable by a term not to exceed six months in jail, a fine not to exceed five hundred dollars (\$500.00), or both.

8.8.180 Construction—waste removal regulations.

- A. Each person, building contractor, construction contractor, or subcontractor, engaged in the construction, landscaping, repair, or demolition of any building, structure, property, or part thereof shall take measures to prevent waste matter or rubbish from accumulating on any:
 - 1. Street, alley, or gutter;
 - 2. Park;
 - 3. Sidewalk curbing or curb space;
 - 4. Any public way; or
 - 5. Any privately-owned premises.
- B. Any refuse, waste matter or rubbish shall be cleaned up, and removed from a work site, and disposed of in a sanitary manner.
- C. A violation of this section is a misdemeanor punishable by a term not to exceed six months in jail, a fine not to exceed five hundred dollars (\$500.00), or both.

8.8.190 Salvaging prohibited.

- A. No person may pick over, sort, segregate, or salvage any refuse deposited in an authorized disposal area, refuse container or refuse pile.
- B. A violation of this section is a misdemeanor punishable by a term not to exceed six months in jail, a fine not to exceed five hundred dollars (\$500.00), or both.

8.8.200 Manure accumulations.

- A. All manure resulting from keeping of any animal, fowl, livestock, or game in the City shall be accumulated in sanitary flyproof containers and collected and disposed of in an approved manner.
- B. A violation of this section is a misdemeanor punishable by a term not to exceed six months in jail, a fine not to exceed five hundred dollars (\$500.00), or both.
- C. Any premises where a violation of this section is occurring is hereby declared a Nuisance as defined by Chapter 49 of this Title.

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8.8.210 Billing charges.

- A. The City may make monthly billings for the costs of sanitation service. The cost of sanitation services including collection, refuse reduction, or shredding and disposal of garbage from the streets, alleys, and private premises of the City, shall be charged to the owner or tenant of the property from which such garbage is removed.
- B. Payment shall be made to the Finance Department within fifteen calendar days after the billing date. If payment is not made, such costs may be assessed against the property or referred to a debt collection service.
- C. One-time garbage service, extra pick-ups, dumpster rental fees, appliance fees, and monthly recurring commercial service will be billed through Miscellaneous Billing, not Utility Billing. Payment is due fifteen calendar days after the billing date. If payment is not made, such costs may be assessed against the property or referred to a debt collection service.

8.8.220 Assessing delinquent charges.

The City may include sanitation charges as part of the annual resolution assessing delinquent accounts. The resolution shall provide:

- A. The property owner's name;
- B. The property owner's mailing address;
- C. Street address;
- D. Legal description;
- E. Parcel number of the property in question; and
- F. The amount of late payment fees.

8.8.230 Sanitation rates resolution.

- A. The City Commission shall, following a public hearing, adopt a resolution establishing sanitation rates as it determines necessary to defray the cost of sanitation services for the fiscal year.
- B. It shall be the duty of the Finance Department, before the passage of the resolution fixing the sanitation rates, to publish in a newspaper of general circulation and on the City website, a notice of public hearing on the rate resolution. The notice shall comply with all state and federal public notice requirements.

8.8.240 Special services rate.

A special services rate will be established each year to recover the costs of handling garbage outside of containers. These costs shall be billed as incurred to each property owner or occupant on the basis of additional time spent at the pickup site. Large accumulation of material placed for collection may be charged to the customer if it takes longer than two minutes to collect the material.

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8.8.250 Exemption from service prohibited.

- A. It is declared that it is in the interest of good health and sanitation that all premises in the City shall receive sanitation service. Unless otherwise provided by this section, no service exemption shall be made.
- B. Owners or occupants receiving private collection under a City license or permit shall be exempt from City collection charges unless such owner or occupant uses a City container, in which case the owner or occupant shall be charged for so long as such use continues.
- C. Charges for refuse disposal shall be made against all lots wherein or whereon refuse accumulates or is likely to accumulate. If the City determines that water service to a property is active, refuse is likely to accumulate, and sanitation service is required, no service exemption shall be provided, unless otherwise provided by this section.
- D. A temporary suspension of sanitation services may be provided to a winter months' traveler at the traveler's primary residence only. This suspension of service is allowed for a minimum of 2 months and a maximum of 6 months between the months of November and April. Stop and start dates are required to be provided to the City Finance Department. If the City determines that refuse is being generated, service will be re-started immediately to include monthly collection fees.

8.8.260 Contractual—license required.

- A. No person shall engage in the business of collecting or removing refuse from any business establishment or private premises in the City without first complying with all licensing provisions established by OCCGF Title 5.
- B. A violation of this section is a misdemeanor punishable by a term not to exceed six months in jail, a fine not to exceed five hundred dollars (\$500.00), or both.

8.8.270 Out of City dumping prohibited.

- A. It is unlawful for any person, not residing in the incorporated City limits, to transport garbage or refuse into the incorporated City limits for placement in City-owned, or City-provided, containers.
- B. A violation of this section is a misdemeanor punishable by a term not to exceed six months in jail, a fine not to exceed five hundred dollars (\$500.00), or both.

Chapter 9 GARBAGE AND REFUSE DISPOSAL AREAS

Sections:

8.9.010 Standards.

8.9.020 Scavenging or salvaging—authorization required.

8.9.030 Disposing in unauthorized areas prohibited.

8.9.040 Fees.

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8.9.010 Standards.

The ultimate means of disposal of all refuse shall be by landfilling. All disposal operations shall conform to current and accepted principles and regulations for the operation as approved or adopted by federal, state, and local regulatory agencies.

8.9.020 Scavenging or salvaging—authorization required.

- A. No person shall remove or take away from any City disposal area any soil, manure, refuse, or material of any nature unless specific authorization in writing to do so is obtained from the City Public Works Department.
- B. A violation of this section is a misdemeanor punishable by a term not to exceed six months in jail, a fine not to exceed five hundred dollars (\$500.00), or both.

8.9.030 Disposing in unauthorized areas prohibited.

- A. It is unlawful for any person to dispose of any manure, garbage, refuse, or other material on property within the incorporated City limits, other than in disposal areas established to receive that particular substance.
- B. A violation of this section is a misdemeanor punishable by a term not to exceed six months in jail, a fine not to exceed five hundred dollars (\$500.00), or both.
- C. Any property where a violation of this section is occurring is hereby declared a Nuisance as defined by Chapter 49 of this Title.

8.9.040 Fees.

Any person, firm, corporation, or other entity shall be entitled to dispose of refuse on any disposal area owned by the City, designated for public use, upon payment of fees to the City established by Commission resolution.

Chapter 10 SWIMMING POOLS

Sections:

- 8.10.010 Definitions.
- 8.10.020 Protective barrier—required.
- 8.10.030 Protective barrier—inspection of swimming pools.
- 8.10.040 Adopted by reference.
- 8.10.050 Discharges subject to approval.

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8.10.010 Definitions.

For the purpose of this Chapter, the following definitions shall apply:

- A. "Private swimming pool" includes all artificially constructed pools which are used in connection with, and appurtenant to, single-family residences and are not available to the public.
- B. "Semiprivate pool" includes all artificially constructed pools which are used in connection with multiple family or cooperative groups (such as apartments, motels, or subdivisions) and available only to such groups and their private guests but not available to the general public.
- C. "Swimming pool" means an artificial pool of water, including all appurtenances to its use, and used for swimming or recreational bathing.

8.10.020 Protective barrier—required.

All swimming pool areas shall be enclosed by substantial protective barriers which shall be adequate and sufficient to prevent persons or animals from danger or harm and shall be equipped with a self-closing, self-latching lock gate.

8.10.030 Protective barrier—inspection of swimming pools.

The Building Official, or designee, is empowered with the authority to inspect any and all swimming pools within the City to compliance with this Chapter.

8.10.040 Adopted by reference.

In addition to any regulations pursuant to this Chapter, the City adopts, by reference, Montana Code Annotated and ARM swimming pool regulations as may be amended.

8.10.050 Discharges subject to approval.

All discharges to the City Publicly Owned Treatment Works or storm drain from swimming pools are subject to review and written approval by the Public Work Director.

Chapter 11 WEEDS

Sections:

- 8.11.010 Nuisance Weeds—defined.
- 8.11.020 Nuisance Weeds prohibited.
- 8.11.030 Violation—Public Works Director to serve notice.
- 8.11.040 Assessing delinquent charges.

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8.11.010 Nuisance Weeds—defined.

"Nuisance Weeds" are all weeds, grass, and unmaintained vegetation growing to a height in excess of eight (8) inches on premises located within the City.

8.11.020 Nuisance Weeds prohibited.

- A. It is unlawful for any person, firm, corporation, or other ownership entity to allow Nuisance Weeds, as defined in this Chapter, to exist on any premises within the incorporated City limits.
- B. A violation of this section is a misdemeanor punishable by a term not to exceed six months in jail, a fine not to exceed five hundred dollars (\$500.00), or both.
- C. Any property where a violation of this section is occurring is hereby declared a Nuisance as defined by Chapter 49 of this Title.

8.11.030 Violation—Public Works Director to serve notice.

- A. It shall be the duty of the Public Works Director or designee to enforce the provisions of this Chapter.
- B. Upon a determination that a violation of this Chapter exists, the Public Works Director or designee shall ascertain the name and mailing address of the owner of the premises and the description of the premises where the violation exists. The name and mailing address of the owner may be obtained from the current assessment list maintained by the office of the Cascade County Clerk and Recorder.
- C. Written notice of violation shall be served upon the owner, by regular mail and posting on the premises, directing that the Nuisance Weeds be cut or removed from the premises within seven calendar days from the date of the written notice, or the following action will be taken:
 - 1. The City may cause the Nuisance Weeds to be removed, with the cost thereof to be charged against the owner;
 - 2. The City may file criminal proceedings pursuant to this Chapter; or
 - 3. The City may proceed with Nuisance abatement proceedings pursuant to Chapter 49 of this Title.
- D. Payment shall be made at the Finance Department within fifteen calendar days after the billing date. If payment is not made, such costs may be assessed against the property.

8.11.040 Assessing delinquent charges.

The City may include weed removal as part of the annual resolution assessing delinquent accounts. The resolution shall provide:

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- A. The property owner's name;
- B. The property owner's mailing address;
- C. The property street address;
- D. The property legal description; and
- E. Parcel number of the property in question.

Chapter 12 TATTOOING AND BODY-PIERCING ESTABLISHMENTS

Sections:

8.12.010 ARM compliance.

8.12.010 ARM compliance.

All tattooing and body-piercing establishments as defined by Mont. Code Ann. § 50-48-102, as may be amended, which operate within the incorporated City limits, shall comply with the OCCGF and all applicable ARM regulations as may be amended.

Chapter 13 TOURIST CAMPGROUNDS AND TRAILER COURTS

Sections:

8.13.010 ARM and Code Compliance.

8.13.010 ARM and Code compliance.

All tourist campgrounds and trailer courts as defined by Mont. Code Ann. § 50-52-101, as may be amended, which operate within the incorporated City limits, shall comply with the OCCGF and all applicable ARM regulations as may be amended.

Chapter 14 CHILD CARE FACILITIES

Sections:

- 8.14.010 Purpose.
- 8.14.020 State rules adopted.
- 8.14.030 Definitions.
- 8.14.040 Licensing and certification.
- 8.14.050 Water and sanitation service.
- 8.14.060 Health safety measures.
- 8.14.070 Food safety measures.
- 8.14.080 Cleaning and sanitizing.

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8.14.090 Diapering and infant care.

8.14.100 Inspections.

8.14.110 Closure.

8.14.010 Purpose.

The purpose of this Chapter is to prevent and eliminate conditions and practices which endanger public health in childcare facilities.

8.14.020 State rules adopted.

Unless otherwise specified in this Chapter, childcare facilities including drop-in facilities which operate in the incorporated city limits shall comply with the Administrative Rules of Montana, as authorized by Montana Code Annotated, as may be amended, concerning child care facilities.

8.14.030 Definitions.

Unless otherwise specified in this Chapter, the following definitions shall apply:

- A. "Childcare facility" means a person, association, or place, incorporated or unincorporated, that provides day care on a regular basis, or a place licensed or registered to provide day care on an irregular basis.
- B. "Critical violation" means a high-risk violation in any of the following categories that can adversely affect public health, or does not sufficiently prevent the spread of communicable disease:
 - 1. Health: exclusion or isolation of ill children and staff; onsite CPR/First Aid certified staff; proper medication administration and storage; immunized children and staff; handling and cleaning of laundry; sufficiently stocked first aid kit;
 - 2. Sanitation: cleaning and sanitizing of toys, surfaces, and facility; safe food service; adequate hand washing; approved diapering procedure or area.
 - 3. Water/Wastewater: adequate and safe water supply; proper sewage disposal.
- C. "Drop-in facility" means a facility that meets all of the following criteria:
 - 1. It is not licensed or registered by the state;
 - 2. It offers unscheduled care where the parent/guardian is not on the same premises; and
 - 3. It has the primary function of providing childcare.
- D. "Premises" or "facility" means the facility and the property immediately adjacent to it.

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- E. "Department" means the Cascade County City-County Health Department.

8.14.040 Licensing and certification.

- A. Drop-in childcare facilities shall satisfy the following licensing and certification criteria:
1. Obtain a license through Department of Public Health and Human Services Quality Assurance Division and operate in compliance with ARM, Title 37, Chapter 95; or
 2. Contact the Cascade City-County Health Department (Department) for a certification inspection as an unlicensed drop-in childcare facility; and
 3. Obtain and maintain a valid Safety Inspection Certificate pursuant to OCCGF Title 5.
- B. Drop-in childcare facilities that choose not to license must have a certification inspection annually by Cascade City-County Health Department.
- C. The drop-in childcare facility shall pay the applicable fees pursuant to Mont. Code Ann. § 52-2-735(5), as may be amended, per inspection.
- D. If the Department determines that the drop-in childcare facility meets the requirements in this Chapter, and the facility has paid all fees, a certificate shall be issued to the facility valid through the end of the following calendar year.
- E. The drop-in childcare facility shall post all certificates and licenses in a location visible to the public.

8.14.050 Water and sanitation service.

All water and sanitation services provided to childcare facilities shall comply with applicable state and federal regulations. Additionally, water and sanitation services shall comply with all applicable provisions of the OCCGF. All discharges to the City Publicly Owned Treatment Works or storm drain from childcare facilities are subject to review and written approval by the Public Work Director.

8.14.060 Health and safety measures.

Unless otherwise determined to be in the best interest of child safety, as determined by the Department, all childcare facilities shall comply with the following health and safety measures:

- A. Unless otherwise protected by federal HIPAA regulation, all childcare facilities shall safeguard children's health against infectious disease by obtaining an emergency card and health history form as provided by ARM § 37.95.1130, as may be amended.

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- B. All facilities shall exclude children from the facility if they have the following symptoms upon arrival, during attendance, or in the 24 hours prior to arrival as indicated in the general health statement from the parent/guardian:
1. A fever greater than one-hundred-one (101) degrees Fahrenheit;
 - i. Vomiting;
 - ii. Diarrhea;
 - iii. A bacterial infection such as strep throat, scarlet fever, impetigo, conjunctivitis, or a skin infection unless prescribed and taking antibiotics for 24 hours prior;
 - iv. Chickenpox with active sores;
 - v. Jaundice;
 - vi. Uncontrollable coughs and sneezes, difficulty breathing, stiff neck, poor food or fluid intake; or
 - vii. Other signs of severe or contagious illness.
- C. Health and contact information must be reviewed and kept current to the Department's satisfaction.
- D. All facilities must maintain a register for at least one calendar year containing the following:
1. The child's name;
 2. A parent or guardian's name;
 3. A parent or guardian's phone number; and
 4. A parent or guardian's mailing address.
- E. If children develop symptoms of illness while at the facility, they must be isolated in an area other than the kitchen and the parent or guardian immediately contacted to remove his or her child from the facility.
- F. Only medications supplied by the parent or guardian with written consent may be administered. Medications must be in original packaging, labeled with the child's name, and have instructions for administration stored with the medication. Medication must be securely stored where children cannot access it.
- G. At least one staff member on site, during operation, must be certified in First Aid and CPR. Documentation of said certification must be on site.
- H. The following emergency telephone numbers must be posted by a facility phone:
1. Poison Control;

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2. Great Falls Fire Rescue Department;
 3. Great Falls Police Department; and
 4. 911 emergency dispatch.
- I. Staff health must be ensured by satisfying the following criteria:
1. Excluding staff with symptoms listed in subsection (B) of this section;
 2. Having records on site that demonstrate staff members have current tetanus and MMR vaccinations.
- J. At least one first aid kit must be maintained at all facilities and include without limitation the following items:
1. Sterile bandages;
 2. A cold pack;
 3. Scissors;
 4. Tape and band-aids;
 5. Tweezers; and
 6. Disposable gloves; and
 7. Poison control telephone number posted with the kit.
- K. Thirty-five (35) square feet of indoor play space must be provided per child not including the kitchen, bathroom, or storage areas, other square footage may be approved by the Department with good cause shown.

8.14.070 Food safety measures.

- A. Unless otherwise specified in this section, all childcare facilities shall comply with all applicable ARM food safety regulations.
- B. The following residential equipment may be used in place of commercial equipment, if said equipment satisfies the listed criteria:
1. Refrigerators able to maintain forty-one (41) degrees Fahrenheit, or colder;
 2. Freezers able keep food frozen;
 3. Dishwashers able to provide a sanitizing cycle capable of reducing pathogens by 99.9% through an uninterrupted heated dry cycle, heated rinse cycle, or chemical sanitizing cycle with 50-100ppm chlorine;

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4. Cooking and heating equipment able to achieve required food temperatures and comply with all applicable OCCGF provisions; and
 5. A designated hand-sink separate and apart from that used for the bathrooms, bathing, and diapering.
- d. A three-compartment sink or dishwasher is not required, if a two-compartment sink is available with an extra bin large enough to sanitize dishes that are washed manually.

8.14.080 Cleaning and sanitizing.

- A. Bathrooms must be cleaned daily with a germicidal cleaner.
- B. All general surfaces such as tables and chairs must be sanitized daily with 50-100ppm chlorine or other chemical approved by the Department.
- C. All toys, play surfaces, and manipulatives must be sanitized at least once weekly with ¼ cup bleach to one gallon of water, be rinsed and then air dried. If these items are mouthed, they must be pulled from use and sanitized as described in this section before they can be used again.
- D. If nap mats are available, they must be cleanable and non-absorbent and sanitized after each use with ¼ cup bleach to one gallon of water.
- E. If any blankets, pillows, or other bedding items are used on site, they must be washed after use by one child and before use by another child. If they are washed on site, they must be laundered in a machine able to reach one-hundred-forty (140) degrees Fahrenheit initial wash temperature and tumbled dry in a heated cycle or laundered by a commercial laundry service.
- F. Surfaces in all childcare facilities must be cleanable and in good repair. Areas that are subject to high-moisture or constant cleaning must be non-absorbent and able to maintain Department satisfactory condition under normal use and required cleaning.

8.14.090 Diapering and infant care.

- A. If cribs are used, they must be cleaned and sanitized after use by one child and before use by another child, and the sheets and blankets changed.
- B. A Department approved diapering procedure must be followed, including but not limited to the following:
 1. Gloves approved by the Department must be worn;
 2. Diapers must be appropriately discarded in a diaper pail, a covered receptacle with a plastic lining that is inaccessible to children or wrapped in plastic bag taken directly outside to a City approved refuse container;

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3. Hands must be adequately washed at a designated hand sink that is not used for food service, and said sink must be stocked with soap, paper towels, and hot and cold running water; and
 4. The diapering station must be sanitized after each use with ¼ cup bleach to one gallon of water.
- C. The diapering station must be cleanable, non-absorbent, and not pose a safety risk to the child.

8.14.100 Inspections.

All childcare facilities shall allow the Department, and any other regulatory agencies, access during reasonable hours to assess compliance with this Chapter. The Department shall inspect all facilities at least once per calendar year.

8.14.110 Closure.

- A. The Department may close any childcare facility, including a drop-in facility, under any of the following conditions:
1. If a contagious disease outbreak is likely associated with the facility and the Health Officer deems that closure is necessary to protect public health and/or correct the circumstances contributing to the outbreak;
 2. If a violation which creates an imminent or present danger to public health is not corrected immediately to the satisfaction of the Department;
 3. When a follow-up inspection yields two or more of the same critical violations noted on a previous inspection, and the establishment has been notified closure may be a consequence of noncompliance as described in subsection (B) of this section;
 4. When the childcare facility has not been inspected for compliance prior to operating, or denies the Department access to do so; or
 5. When the childcare facility has not obtained a state license, a valid certificate from the Department, or a Great Falls Safety Inspection Certificate.
- B. Prior to Department closure of a facility for repeat critical violations, the Department shall notify the owner, operator, or agent in writing that it may be closed to the public and a closure notice placed at each customer entrance if compliance is not satisfied at the follow-up inspection to be conducted within ten working days.
- C. Upon Department closure of any facility for any reason, pursuant to this Chapter:

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1. The Department shall serve a written explanation of the reasons for closure and a copy of any pertinent inspection forms to the facility owner, operator, or agent.
 2. The closure order is effective upon service, and no new children may be admitted to the facility;
 3. The Department may require the operator to notify parents or guardians of children currently in care to retrieve them;
 4. A conspicuous notice of closure must be posted at each customer entrance by the Department; and
 5. Notice of said closure may only be altered or removed under the direction of the Department.
- D. When a childcare facility has been closed, it may be reopened after twenty-four hours if the following criteria are satisfied:
1. The operator submits a written plan of correction, specifying the corrections to be made and time parameters for completion;
 2. The Department approves the plan of correction;
 3. The Department inspects the facility and makes a determination that the approved plan of correction is being performed; and
 4. The notice of closure previously posted is removed by, or under the direction of, the Department.

Chapters 15– 47 Reserved.

Chapter 48 RESIDENTIAL OUTDOOR FIRE RESTRICTIONS

Sections:

8.48.010 Establishment.

8.48.020 Conditions allowing restrictions.

8.48.030 Notice of restriction.

8.48.040 Violation.

8.48.010 Establishment.

The City Commission hereby establishes conditions upon which the City Manager, in consultation with the Fire Chief, may restrict the all outdoor residential open or closed fire burning.

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8.48.020 Conditions allowing restrictions.

- A. The City Manager or designee, in consultation with the Fire Chief, may restrict by written finding all outdoor residential open or closed burning on any of the following conditions:
 - 1. The Cascade County Commission has established fire restrictions pursuant to Mont. Code Ann. § 7-33-2212, as may be amended;
 - 2. Open burning would be inconsistent with a local air pollution control program established pursuant to Mont. Code Ann. § 75-2-301, as may be amended;
 - 3. The Montana Department of Environmental Quality has issued an unhealthy, very unhealthy, or hazardous air quality warning for all or a portion of Cascade County;
 - 4. There exists, an active wild or structural fire within Cascade County that poses a potential threat to properties located within the incorporated City limits; or
 - 5. There exist, other conditions, in the judgment of the Fire Chief, that create a danger to persons or property, if outdoor burning continues or is allowed.
- B. The City Manager or designee shall make a written finding determining that residential outdoor burning shall be restricted. Said finding shall describe the condition or conditions warranting the restrictions.

8.48.030 Notice of restriction.

The written finding declaring it necessary to restrict all outdoor residential open or closed burning shall be maintained by the City Clerk, published on the City website and published in a newspaper of general circulation within the incorporated City limits, on at least a weekly basis, during the duration of the restriction.

8.48.040 Violation.

- A. Any person burning any material outdoors on a residential premises, during a restriction pursuant to this Chapter, is guilty of a misdemeanor punishable by a fine not to exceed five hundred dollars (\$500.00), a term not to exceed six months in jail, or both.
- B. The Fire Chief or designee shall have the authority to enter upon any premises where a fire in violation of a restriction pursuant to this Chapter is occurring and to extinguish said fire.

Chapter 49 NUISANCES

Sections:

8.49.010 Nuisance defined.

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- 8.49.020 Summary abatement and lien procedure declared.
- 8.49.030 Lien procedure for abatement of Nuisance.
- 8.49.040 Notice of hearing before City Commission.
- 8.49.050 Hearing by City Commission—finding of Nuisance.
- 8.49.060 Abatement.
- 8.49.070 Hearing by City Commission—statement of expense.
- 8.49.080 Recordation of certificate—when Nuisance is abated.

8.49.010 Nuisance defined.

- A. "Nuisance" means:
 - 1. Anything which is injurious to health, or is indecent or offensive to the senses;
 - 2. Is an obstruction to the free use of another's property, so as to interfere with the comfortable enjoyment of life or property of another including but not limited to:
 - i. Placement and/or maintenance of any motor vehicle, motorcycle, trailer, camp trailer; or
 - ii. Mobile home on any property in the City in violation of any OCCGF provision;
 - 3. Unsecured vacant structures or properties that may invite trespass or vandalism;
 - 4. Property in a condition that constitutes a hazard, or its appearance is a blight to the community; or
 - 5. Property, real or personal, that is maintained so as to obstruct the free passage or use, in the customary manner, of any navigable lake, or river, bay, stream, canal, or basin, or any public park, square, street, or highway.
- B. A declaration of Nuisance by the City Commission is made pursuant to Mont. Code Ann. § 7-5-4104, as may be amended, and its self-governmental powers under the Charter of the City of Great Falls.

8.49.020 Summary abatement and lien procedure declared.

The City Commission declares that it is in the public interest to establish a summary abatement procedure utilizing a lien process to abate any Nuisance as defined in in this Chapter. The expense of abatement of Nuisances may be assessed as a lien against the property on which it is maintained, and a personal obligation of said lien shall exist as against the property owner(s).

8.49.030 Lien procedure for abatement of Nuisance.

- A. The Planning and Community Development Director, Chief of Police, Fire Chief, Public Works Director, Code Enforcement Officer, or other authorized City personnel, shall

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examine or cause to be examined whether any property or thing has been maintained so as to constitute a Nuisance as defined in this Chapter.

- B. If City personnel find that a Nuisance does exist, City personnel may implement the following procedure:
1. Obtain a preliminary title report or commitment on the real property where the Nuisance exists, which shall identify all owners of record, lessees of record, holders of mortgages, deed of trust, or other liens and encumbrances of record;
 2. Serve upon each such person by personal service or by certified mail, postage prepaid, and return receipt requested, a written notice stating the nature of the Nuisance, requiring the owner to commence the required repairs, demolition, removal or other appropriate action within ten calendar days and to complete such work within thirty calendar days from the date of notice;
 3. Said notice shall also contain the office, address, and phone number of City personnel empowered to review the subject matter and the days and hours the same may be contacted;
 4. The notice shall be sent to each party financially interested in the property or thing at his or her address as it appears on the last equalized assessment roll of the County or as known to City personnel; and
 5. If no address of any such person so appears, then a copy of the notice shall be mailed, and addressed to such person, at the address of the real property where the Nuisance is found to exist.
- C. The service by certified mail shall be effective on the date of mailing. City personnel shall also cause at least one copy of the notice to be posted conspicuously on the building, structure, or on the real or personal property alleged to be a Nuisance.
- D. Proof of service notices shall be certified to at the time of service by written declaration executed by the person effecting service, declaring the time, date, and manner in which service was made. The declaration, together with any receipt card, returned acknowledgment of receipt by certified mail, shall be affixed with a copy of the notice and order retained by City personnel.

8.49.040 Notice of hearing before City Commission.

- A. If the property owner does not comply with the notice prescribed by this Chapter, by commencing the required abatement within the time allowed, or by making such other arrangement as may be satisfactory, City personnel shall thereupon send a notice to all interested parties identified pursuant to, and in the same manner described in this Chapter.
- B. The notice pursuant to this section shall inform all interested parties of the following:
1. A public hearing shall be conducted by the City Commission to adopt or not adopt a resolution declaring the property a Nuisance;
 2. The date and time of the public hearing; and
 3. The City's costs associated with the adoption of the resolution and any subsequent abatement may be assessed as a lien on the subject property.

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8.49.050 Hearing by City Commission—finding of Nuisance.

- A. At the time fixed on the notice, the City Commission shall proceed to hear the report of the City personnel and the testimony of any other interested party who may be present and desire to testify respecting the condition of the real or personal property or the estimated cost of any appropriate abatement.
- B. Upon the conclusion of the hearing, the City Commission will by resolution, declare its findings. The City Commission may declare the subject property to be a Nuisance, in the event it so concludes, and direct the owner(s) to obtain the proper permits and physically commence abatement of the Nuisance within ten calendar days, and complete said abatement within thirty calendar days by having the condition(s) causing the Nuisance to be properly abated.
- C. Such resolution shall further notify the owner(s) of the property that if the Nuisance is not abated, the property will be the subject of repair, demolition, removal, or other appropriate abatement procedure, by the City, and the expenses thereof may be assessed as a lien on the property.
- D. The City personnel shall send copies of the resolution, to the last known address of each of the following:
 - 1. Person(s) having ownership interests in the property, as the name(s) and address appear on the last equalized assessment roll or as known to the City personnel;
 - 2. To each recorded lessee;
 - 3. Any mortgage holder;
 - 4. Deed of trust holder; and/or
 - 5. Other holder of any other lien, encumbrance, estate, or legal interest of record as shown on the preliminary title report or commitment obtained pursuant to this Chapter.
- E. The City Clerk shall file a certified copy of any resolution declaring real property a Nuisance with the Cascade County Clerk and Recorder.
- F. The City Commission will consider any extension of the time limits set by resolution, if the owner posts a cash deposit, in an amount fixed by the City Commission, within three calendar days from the date of the grant of the extension request, if one is granted, or for other substantial compliance with the terms of the resolution.

8.49.060 Abatement.

- A. In the event the owner does not commence the abatement of the Nuisance located on the real property within ten calendar days prescribed, or complete within thirty calendar days prescribed, members of City personnel are authorized to undertake the appropriate action such as demolition, repair, or removal necessary to abate the Nuisance in accordance with the resolution of the City Commission and have the work performed pursuant to purchase order or contract.
- B. City personnel shall keep an itemized account of all time and expenses involved in the Nuisance abatement.
- C. City personnel shall mail a copy of the statement to the property owner and to any holder of any interest of record, along with a notice of date, time, and place the statement shall be submitted to the City Commission for confirmation.

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8.49.070 Hearing by City Commission—statement of expense.

- A. At the time fixed for the hearing of the statement of expense, the City Commission shall consider the statement, together with any objection or protest which may be raised by any of the property owners liable to be assessed for the work and any other interested person, and may adopt a resolution confirming, revising, correcting, or modifying the statement.
- B. If said statement is not paid within five calendar days of the adoption of the resolution, it shall constitute a lien upon the real property and shall be collected as a special assessment against the real property.

8.49.080 Recordation of certificate—when Nuisance is abated.

When the City Commission has by resolution declared that a property or thing is being maintained as a Nuisance, a resolution has been recorded, and thereafter the Nuisance is abated, City personnel shall prepare and file with the Clerk and Recorder of the County a Commission adopted resolution certifying that such Nuisance has been abated and indicating the method of abatement.

Chapter 50 CRIMINAL PUBLIC NUISANCES

Sections:

- 8.50.010 Criminal Public Nuisance defined.
- 8.50.020 Offense designated.
- 8.50.030 Extent of Nuisance not limiting.
- 8.50.040 Barbed wire and electric fences.
- 8.50.050 Violation—penalty.

8.50.010 Criminal Public Nuisance defined.

"Criminal Public Nuisance" means:

- A. Real property, personal property, or other condition created or maintained in such condition which:
 - 1. Endangers safety or health;
 - 2. Is offensive to the senses; and/or
 - 3. Obstructs the free use of property so as to interfere with the comfortable enjoyment of life or property by an entire community or neighborhood or by any considerable number of persons;
- B. Any premises where persons gather for the purpose of engaging in unlawful conduct; or

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- C. Any condition which renders dangerous for passage any public highway or right-of-way or waters used by the public.

8.50.020 Offense designated.

A person commits the offense of maintaining a criminal public Nuisance, if he or she knowingly creates, conducts, or maintains a criminal public Nuisance.

8.50.030 Extent of Nuisance not limiting.

Any act which affects an entire community or neighborhood or any considerable number of persons is no less a criminal public Nuisance because the extent of the annoyance or damage inflicted upon individuals is unequal.

8.50.040 Barbed wire and electric fences.

- A. It is a criminal public Nuisance for any person to maintain, erect, or allow an occupant of his or her owned property, to maintain or erect a barbed wire fence or an electric fence upon any premises in the City except as provided in subsection (C) of this section.
- B. "Electric fence" means any conductive material encompassing a property or partial property and having an electrical potential to earth ground.
- C. Exceptions to this section include:
 - 1. A fence wherein the barbs are at least six feet above ground level and located on top of a security fence; or
 - 2. A barbed wire fence in an R-1 single-family suburban zoning district as designated in OCCGF Title 17.
- D. The Planning and Community Development Director or designee shall provide written notice, by certified mail with return receipt requested, to the owner(s) of a property in violation of this section. Said notice shall advise the property owner(s) any fencing in violation of this section shall be removed within thirty calendar days.
- E. Failure to remove said fencing, within the time prescribed in the written notice, shall constitute a violation of this Chapter.

8.50.050 Violation—penalty.

A violation of this Chapter is a misdemeanor punishable by a fine of not less than two hundred and fifty dollars (\$250.00) or more than five hundred dollars (\$500.00), a term not to exceed six months in jail, or both.

Chapter 51 MAINTENANCE AND SANITATION OF PREMISES

Sections:

8.51.010 Definitions.

8.51.020 Maintenance duty of controlling owner/agent.

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8.51.030 Conditions prohibited on premises.

8.51.040 Conditions prohibited on right-of-way.

8.51.050 Violation — penalty.

8.51.010 Definitions.

For the purposes of this Chapter, unless otherwise specified, the following definitions apply:

- A. "Premises" shall mean any lot or parcel of land or property, including any building or portion thereof, improved or unimproved.
- B. "Public right-of-way" shall mean any area or parcel of land granted, deeded, dedicated to, or otherwise acquired by the City or the public at large for any public purpose, including, but not limited to:
 - 1. Alleys, roadways, or parkways;
 - 2. Pedestrian ways and sidewalks;
 - 3. Public streets;
 - 4. Water or waterways;
 - 5. Uses for storm drains and drainage, sanitary sewers, water pipes, electric and telephone conduits, electronic services, overhead wires; and
 - 6. Supporting structures.

8.51.020 Maintenance duty of controlling owner.

Any person, or the agent thereof, owning any premises in the City, shall keep and maintain such premises and the right-of-way abutting such premises in compliance with the OCCGF, including but not limited to OCCGF Title 16.

8.51.030 Conditions prohibited on premises.

The following conditions are prohibited on premises within the incorporated City limits:

- A. Buildings or structures which are abandoned, partially destroyed, left in a partially constructed condition, or uncompleted buildings;
- B. Buildings with deteriorating or peeling paint which allows the exterior building coverings to deteriorate or allows the effects of sun or water penetration so as to cause decay, dry rot, warping, or cracking;
- C. Broken windows, doors, attic vents, or underfloor vents;
- D. Improperly maintained landscaping which is visible from streets, including, but not limited to:
 - 1. Lawns with grasses in excess of eight inches in height;
 - 2. Untrimmed hedges;

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3. Dying trees, shrubbery, lawns, and other dying plant life from lack of water or other necessary maintenance; and
4. Trees and shrubbery growing uncontrolled without proper pruning;
- E. Overgrown vegetation which is unsightly and likely to harbor vermin, rodents or pests;
- F. Dead, decayed, or diseased trees, weeds, and other vegetation;
- G. Trash, garbage, refuse cans, bins, boxes, or other such containers stored in front or side yards visible from public streets and rear yards, unless in City approved containers;
- H. Lumber, junk, trash, debris, or salvage materials maintained upon any premises which are visible from a public street, alley, or adjoining property;
- I. Abandoned, discarded, or unused furniture, stoves, sinks, toilets, cabinets, or other household fixtures or equipment stored visible at ground level from a public alley, street, or adjoining premises;
- J. Premises having a topography, geology, or configuration which, as a result of grading operations or improvements to the land, causes erosion, subsidence, unstable soil conditions, or surface or subsurface drainage problems or potentially injurious to adjacent premises;
- K. Abandoned, wrecked, dismantled, or inoperative automobiles, trailers, campers, boats, and other motor vehicles which are accumulated or stored in yard areas, not in compliance with the OCCGF off-street parking provisions;
- L. The accumulation of dirt, litter, or debris in vestibules, doorways on the premises, or adjoining walkways;
- M. Mounds of soil, dry grass, weeds, dead trees, abandoned asphalt or concrete, rubbish, refuse, or waste or other unsanitary material of any kind;
- N. Building exteriors, walls, fences, driveways, or walkways which are broken, defective, deteriorated, in disrepair, or defaced due to any writing, inscription, scratch, or other marking commonly referred to as "graffiti";
 1. It shall be the duty of the owner or agent thereof to remove graffiti from such premises within seventy-two hours after graffiti appears visible from public rights-of-way or adjacent properties;
- O. Any tree which overhangs a street, alley, or sidewalk in such a manner as to cause an obstruction to any person using such street, alley, or sidewalk; or
- P. Any other condition which adversely impacts economic welfare of adjacent properties including but not limited to, infestation by rodents, mosquitos, vermin, or wild animals, which threaten or endanger the public health, welfare, or safety.

8.51.040 Conditions prohibited on right-of-way.

The following conditions are prohibited on any right-of-way within the incorporated City limits:

- A. Any dirt, litter, debris, rubbish, weeds, or any other kind of waste or unsanitary material of any kind;
- B. Any curb cut or driveway approach, or a portion thereof, which is no longer needed or which no longer provides vehicular access to the adjacent premises; or
- C. Any curb, sidewalk, parkway, or driveway which is cracked, broken, or otherwise in need of repair, replacement, or maintenance.

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8.51.050 Violation — penalty.

A violation of this Chapter is a misdemeanor punishable by a fine of not less than two hundred and fifty dollars (\$250.00) or more than five hundred dollars (\$500.00), a term not to exceed six months in jail, or both. Each day of such conduct constitutes a separate offense.

Chapter 52 ABATEMENT OF NUISANCE VEGETATION

Sections:

8.52.010 Nuisance vegetation declared.

8.52.020 Maintaining Nuisance vegetation unlawful.

8.52.030 Inspection and investigation.

8.52.040 Abatement of Nuisance vegetation.

8.52.050 Exception.

8.52.060 Specific procedure for abatement of Dutch Elm disease.

8.52.070 Spraying.

8.52.080 Notice of operations.

8.52.090 Transporting Elm wood prohibited.

8.52.100 Interference prohibited.

8.52.110 Cost of abatement.

8.52.010 Nuisance Vegetation declared.

The following conditions shall be declared Nuisances, as defined by Chapter 49 of this Title, whenever found to exist within the City and shall be abated as provided herein:

- A. Any living or standing tree or shrub or part thereof infected to any degree with any disease, fungus, or insect which is, in the judgment of the Park and Recreation Department Director or designee, harmful to said tree; or
- B. Any dead tree or part thereof, including logs, branches, stumps, firewood, or any portion of any diseased tree which has not been disposed of in accordance with the regulations of the Park and Recreation Department.

8.52.020 Maintaining Nuisances unlawful.

It is unlawful for any person to willfully permit any Nuisance Vegetation, to remain on any property controlled by any person within the City.

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8.52.030 Inspection and investigation.

- A. The Park and Recreation Director or designee shall inspect all premises and places within the incorporated City limits as often as practical to determine the existence of such Nuisance Vegetation.
- B. The Park and Recreation Director or designee may with consent of the owner enter upon private premises at any reasonable time for the purpose of carrying out an inspection of the premises of the collection of appropriate specimens or samples for diagnosis.
- C. The Park and Recreation Director or designee shall, with reasonable cause to believe that a tree is diseased, immediately obtain and furnish appropriate specimens or samples to a qualified plant diagnostician for diagnosis. No action to remove such trees or wood shall be taken until a reasonably certain diagnosis of the disease has been made.
- D. Within five (5) calendar days of receipt of the diagnosis, the owner of the property from which the specimen or sample was obtained shall be notified by the Parks and Recreation Department of the results by regular mail or personal delivery, and the Department shall appropriately tag said vegetation.

8.52.040 Abatement of Nuisance Vegetation.

Whenever the City Forester or designee finds with reasonable certainty that any nuisance disease, fungus, or harmful insect exists in any tree, shrub, wood, or other vegetation located on property within the incorporated City limits, the City may initiate Nuisance abatement proceedings pursuant to this Chapter or Chapter 49 of this Title.

8.52.050 Exception.

Section 8.52.040 shall not apply to maintaining boulevards within the General Boulevard Maintenance District as previously established and defined by Commission resolution, or otherwise specified to this Chapter.

8.52.060 Specific procedure for abatement of Dutch Elm disease.

- A. No action to remove, destroy, or dispose of wood infected with Dutch Elm fungus shall be taken until a reasonably certain diagnosis of the disease has been made. When such diagnosis has been made, the infected tree or wood shall be removed, destroyed, or disposed of in a manner which will effectively destroy and prevent, as fully as possible, the spread of the Dutch Elm disease fungus.
- B. When the presence of elm bark beetles has been discovered in or upon any living elm tree but the presence of Dutch Elm disease fungus is not then or thereafter diagnosed, the tree shall be treated in a manner which will effectively destroy and prevent, as fully as possible, the spread of the elm bark beetle. If such treatment is or cannot be effective, the tree shall be removed, destroyed, and disposed of.
- C. Standing dead elm trees, elm logs, branches, stumps, firewood, or other raw elm material from which the bark has not been removed and which are not infected with Dutch Elm disease fungus, shall have the bark removed, destroyed, and disposed of or shall be treated in a manner which will effectively destroy and prevent, as fully as possible, the spread of the elm bark beetle. If such treatment is or cannot be effective, the trees, logs,

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branches, stumps, firewood, or other raw elm material shall be removed, destroyed and disposed of.

- D. Specifications and procedures for the removal, destruction, and disposal of trees and wood infected with Dutch Elm disease fungus, for treating live elm trees infested with elm bark beetles, and for removing, destroying, and disposing of elm bark and treating dead elm trees, logs, branches, stumps, firewood and other raw material shall be established by the Director of Park and Recreation.

8.52.070 Spraying.

Whenever the Park and Recreation Director or designee determines that any tree, or part thereof, is infected with any tree disease, fungus, or harmful insect, and is in a weakened condition, the Director or designee may cause all such trees within a specified radius thereof to be treated with an effective concentrate as may be recommended by the State Forester.

8.52.080 Notice of operations.

- A. When trees on private property are to be treated, the Park and Recreation Director or designee shall notify the owner of such property and proceed in accordance with the requirements of this Chapter.
- B. In order to facilitate the work and minimize the inconvenience to the public of any treating operations conducted pursuant to this Chapter, the Park and Recreation Director or designee shall cause to be given advance public notice of such operations by publishing the notice on the City website, in a newspaper of general circulation, and posting of appropriate warning notices in the areas and along the streets where trees to be treated at least twenty-four (24) hours in advance.
- C. After warning notices have been given and posted, the City shall not allow any claim for damages to any vehicle or other property resulting from such treating operations.

8.52.090 Transporting Elm wood prohibited.

- A. It is unlawful for any person to transport within the incorporated City limits, any bark bearing elm wood without having obtaining a permit from the Director of Park and Recreation. The Director of Park and Recreation or designee shall grant such permits only when the purpose of this Chapter shall be served and may impose such restrictions as deemed necessary.
- B. A violation of this section is a misdemeanor punishable by a fine of not less than two hundred and fifty dollars (\$250.00) or more than five hundred dollars (\$500.00), a term not to exceed six (6) months in jail, or both.

8.52.100 Interference prohibited.

- A. It is unlawful for any person, firm, corporation, or other entity to prevent, delay, or interfere with the Park and Recreation employees or agents while they are engaged in the performance of the duties imposed by this Chapter.
- B. A violation of this section is a misdemeanor punishable by a fine of not less than two hundred and fifty dollars (\$250.00) or more than five hundred dollars (\$500.00), a term not to exceed six (6) months in jail, or both.

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8.52.110 Cost of abatement.

The cost of abatement pursuant to any provision of this Chapter shall be assessed pursuant to Chapter 49 of this Title.

Chapter 53 NOISE

Sections:

8.53.010 Definitions.

8.53.020 Loud noises prohibited.

8.53.030 Prohibited acts.

8.53.040 Noise levels—Limitations for structures and open spaces—dB(A) criteria—Table I.

8.53.050 Noise levels—maximum permissible for motorized vehicles—Table II.

8.53.060 Noise levels—exemptions.

8.53.070 Noise—measurement.

8.53.080 Relief permit.

8.53.090 Enforcement.

8.53.100 Violations—from moving noise source or sources.

8.53.110 Violations—penalties.

8.53.010 Definitions.

As used in this Chapter, unless otherwise specified, the following definitions shall apply:

- A. "Ambient noise" is the noise which exists at a point of measurement in the absence of the sound emitted by the source being measured, being the total effect of all other sounds coming from near and far.
- B. "dB(A)" means sound levels in decibels measured on an "A" scale of a standard sound level meter having characteristics defined by the American National Standards Institute, publication S 4-1970.
- C. "Decibel" means the sound pressure level, in a logarithmic unit used to express the magnitude of sound pressure with respect to a reference sound pressure. It is defined as twenty (20) times the logarithm to the base ten (10) of the ratio of the sound pressure to the reference sound pressure. By international standards, the reference sound pressure is 2×10^{-5} newtons/meter squared. For example, a doubling of sound pressure, at any magnitude, will result in a six (6) decibel increase in sound pressure level; a tenfold increase will result in a twenty-decibel increase in sound pressure level.
- D. "Emergency work" is work made necessary to restore property to a safe condition following a public disaster or work required to protect persons or property from exposure to danger or potential danger.

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- E. "Health" is defined as an optimal state of physical, mental, and emotional well-being and not merely the absence of disease.
- F. "Motor vehicle" means a vehicle propelled by its own power and designed or used to transport persons or property upon the ways of the state open to the public.
- G. "Reasonable person" is a normal, healthy person of ordinary habits and sensibilities who is entitled to enjoy ordinary comfort of human existence and not the extra-sensitive or fastidious person or the hardened individual inured to such irritation or annoyance.
- H. "Person" means any person, firm, association, co-partnership, joint venture, corporation, or other public or private entity.
- I. "Zoning" for the purpose of this Chapter, includes the following:
 - 1. "Residential Area":
 - i. R-1 Single-family suburban;
 - ii. R-2 Single-family medium density;
 - iii. R-3 Single-family high density;
 - iv. R-5 Multi-family residential medium density;
 - v. R-6 Multi-family residential high density;
 - vi. R-10 Mobile home park;
 - vii. POS Parks and open space; and
 - viii. PUD Planned unit development.
 - 2. "Light commercial" includes:
 - i. C-1 Neighborhood commercial.
 - 3. "Heavy commercial" includes:
 - i. C-2 General commercial;
 - ii. C-3 Highway commercial;
 - iii. C-4 Central business core;
 - iv. C-5 Central business periphery;
 - v. M-1 Mixed-use;
 - vi. M-2 Mixed-use transitional; and
 - vii. PLI Public lands and Institutional.
 - 4. "Industrial" includes:
 - i. I-1 Light industrial;
 - ii. I-2 Heavy industrial; and
 - iii. GFIA Great Falls International Airport.

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8.53.020 Loud noises prohibited.

It is unlawful for any person to make, or cause to be made, any excessive or unusually loud noise or any noise measured or unmeasured which either annoys, disturbs, injures, or endangers the comfort, repose, health, peace, or safety of any reasonable person of normal sensitivity within the incorporated City limits.

8.53.030 Prohibited acts.

Unless performed for emergency work for the safety, welfare, and public health of the citizens of Great Falls and to the extent that the noise thereby created is reasonably necessary for the public benefit, it is unlawful to perform any of the following acts within the incorporated City limits:

- A. Sounding any horn or signaling device on any truck, automobile, motorcycle, or other vehicle on any street or public place of the City except as a warning signal;
- B. Using, operating, or permitting the use of any radio receiving set, musical instrument, television, phonograph, machine, or device for the production or reproduction of sound in such a manner as to disturb the quiet, comfort, or repose of any reasonable person;
- C. The use or operation of any music producing, or music amplifying, device that can be heard or felt at a distance greater than fifty (50) feet from the exterior of the vehicle from which the device is being operated. Violation of this section shall be punishable by:
 - 1. A fine of seventy dollars (\$70.00) on a first offense;
 - 2. A fine of \$150.00 on a second offense; and
 - 3. A fine of five hundred dollars (\$500.00) on a third or subsequent offense;
- D. Installing, using, or operating a loudspeaker or sound amplifying equipment, in a fixed or movable position or mounted upon any sound truck, emitting decibel levels in excess of those specified in Chapter, for the purpose of:
 - 1. Giving instructions or directions;
 - 2. Talks, addresses, or lectures; or
 - 3. Transmitting music to any persons or assemblages, of persons in or upon any street, alley, sidewalk, park, place, or public property without first obtaining a permit;
- E. Yelling, shouting, or whistling on the public streets, alleys, or parks at any time as to annoy or disturb the quiet, comfort, or repose of any normally sensitive and reasonable person;
- F. Discharging into the open air the exhaust of any steam engine, stationary internal combustion engine, motorboat, or motor vehicle, except through a muffler or other device which will effectively prevent loud or explosive noises therefrom;
- G. Operating any truck, trailer, automobile, motorcycle, or vehicle so out of repair or so loaded in such a manner as to create loud and unnecessary grating, grinding, rattling, or other noises;
- H. Loading, unloading, opening, or other handling of boxes, crates, containers, garbage containers, or other objects in such a manner as to disturb the quiet, comfort or repose of any normally sensitive and reasonable person; or
- I. Operating equipment, performing any construction, or repair work between the hours of 8:00 p.m. and 7:00 a.m. on buildings, structures, or projects, or operating any pile driver, pneumatic hammer, derrick, steam or electric hoist, or other construction-type device in such a manner as to disturb the quiet, comfort, or repose of a reasonable person.

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**8.53.040 Noise levels—Limitations for structures and open spaces—dB(A) criteria—
Table I.**

- A. Maximum permissible decibel limits on noise emitting from source or sources not on a public right-of-way in residential, commercial, and industrial districts are as set out in this section.
- B. Noise will be measured at a distance of twenty-five (25) feet from the source or at the boundary of the lot, whichever is the greater distance. Noise radiating from properties or buildings in excess of the dB(A) established for the districts and times in Table I of this section shall constitute prima facie evidence that such noise is a Nuisance. This includes noise from such activities as production, processing, cleaning, servicing, testing, and repair of vehicles, material, goods, or products. Noises caused by home or building repair or grounds maintenance are excluded as provided in this Chapter.

TABLE I
Limitations

Districts	7:00 a.m. to 8:00 p.m.	8:00 p.m. to 7:00 a.m.
Residential	55 dB(A)	50 dB(A)
Light commercial	65 dB(A)	60 dB(A)
Heavy commercial	70 dB(A)	65 dB(A)
Industrial	80 dB(A)	75 dB(A)

- C. At boundaries between zones, the lower of the dB(A) level shall be applicable.
- D. To be in violation, the source of sources of noise must be identifiable and the levels without regard to the ambient must exceed the limitations in Table I.
- E. Periodic or impulsive noises are in violation when such noises are at a noise level of five (5) dB(A) less than those listed in this section.
- F. Construction projects shall be subject to the maximum permissible noise levels specified for industrial districts pursuant to any applicable construction permit issued by the Building Official, or if no time limitation is imposed, then for a reasonable period of time for completion of the project.
- G. All railroad rights-of-way shall be considered as industrial districts for the purpose of this Chapter, and the operation of trains shall be subject to the maximum noise levels specified for such district.

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8.53.050 Noise levels—maximum permissible for motorized vehicles—Table II.

- A. It is unlawful to operate a motorized vehicle within the incorporated City limits which emits noise, with the exception of sound producing equipment as defined in this Chapter in excess of the limits specified in Table II below.
- B. Noise from a noise source within a public right-of-way shall be measured at a distance of at least twenty-five (25) feet from the center of the nearest traffic lane on a sound level meter of standard design and operated on the "A" weight scale.

TABLE II
Maximum Permissible Noise Levels For Motor Vehicles

- 1. Trucks and Buses:
 - i. Over ten thousand (10,000) pounds:
eighty-two (82) dB(A) measured at fifty (50) feet;
eighty-eight (88) dB(A) measured at twenty-five (25) feet;
 - ii. Under ten thousand (10,000) pounds:
seventy-four (74) dB(A) measured at fifty (50) feet; and
eighty (80) dB(A) measured at twenty-five (25) feet.
- 2. Passenger Cars:
 - i. Seventy-four (74) dB(A) measured at fifty (50) feet; and
 - ii. Eighty (80) dB(A) measured at twenty-five (25) feet.
- 3. Motorcycles, Snowmobiles, Minibikes, and Other Self-propelled Vehicles:
 - i. Seventy-four (74) dB(A) measured at fifty (50) feet; and
 - ii. Eighty (80) dB(A) measured at twenty-five (25) feet.

8.53.060 Noise levels—exemptions.

The following uses and activities shall be exempt from noise level restrictions:

- A. Noise of safety signals and warning devices;
- B. Noise resulting from any authorized emergency vehicle, when responding to an emergency call or acting in time of emergency;
- C. Noise resulting from emergency work or noise for which a special permit has been granted, as provided for in this Chapter;
- D. Noise resulting from the operating of motorized lawnmowers fitted with equipment-type mufflers between the hours of 8:00 a.m. and 8:00 p.m.;
- E. Noise caused by home or building repair or ground maintenance between the hours of 8:00 a.m. and 8:00 p.m.;
- F. Athletic events held in stadiums or parks;
- G. Noise resulting from marching bands and drum and bugle corps while practicing or parading, in accordance with the applicable provisions of the OCCGF.

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8.53.070 Noise—measurement.

For the purpose of determining and classifying any noise as excessive or unusually loud as prohibited by this Chapter, the following test measurements and requirements may be applied:

- A. The noise shall be measured on a sound level meter, meeting current American National Standards Institute standards, and operated on the "A" weighted scale; and
- B. In all sound level measurements, the ambient noise shall be at least ten (10) dB(A) below the specific noise source being measured; or
- C. In all sound level measurements, consideration shall be given to the effect of the ambient noise level created by the encompassing noise of the environment from all sources at the time of the sound level measurement.

8.53.080 Relief permit.

Applications for a permit for relief from the noise level designated in this Chapter, on the basis of undue hardship, may be made to the Great Falls Police Department (GFPD). Any permit granted by the Chief of Police or designee shall contain all conditions upon which the permit has been granted and shall specify a reasonable time that the permit shall be effective. The Chief of Police or designee may grant the permit applied for if:

- A. Additional time is necessary for the applicant to alter or modify the activity or operation to comply with this Chapter;
- B. The activity, operation, or noise source will be of temporary duration, and it cannot be performed in the manner that would comply with other sections of this Chapter;
- C. No other reasonable alternative is available to the applicant; or
- D. The Chief of Police may prescribe any conditions or requirements deemed necessary to minimize adverse effects upon the community or surrounding neighborhood.

8.53.090 Enforcement.

The GFPD shall assign duties of enforcement to personnel trained in noise control techniques and procedures and equipped with sound level meters of a standard design. Enforcement of the provisions of this Chapter rests solely with the police officer responding to the call or hearing the violation. Officers have discretion in considering options available, including issuing a warning or a Notice to Appear.

8.53.100 Violations—Motor vehicle.

Violations of this Chapter in which the noise source is a motor vehicle shall be cause for a Notice to Appear to be issued.

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8.53.110 Violations—penalties.

- A. Unless otherwise specified, a person responsible of causing a violation of this Chapter is guilty of a misdemeanor punishable by a fine not to exceed five hundred dollars (\$500.00), a term not exceed six (6) months in jail, or both.
- B. A premises upon which a violation of this Chapter is occurring is hereby declared a Nuisance in violation of Chapter 49 of this Title.

(Ord. 3181, 2018; Ord. 3118, 2014; Ord. 3057, 2010; Ord. 2993, 2008; Ord. 2920, 2005; Ord. 2803, 2001; Ord. 2790, 2000; Ord. 2743, 1998; Ord. 2728, 1997; Ord. 2695, 1995; Ord. 2672, 1995; Ord. 2614, 1991; Ord. 2603, 1991; Ord. 2507, 1988; Ord. 2506, 1988; Ord. 2500, 1988; Ord. 2491, 1988; Ord. 2450, 1987; Ord. 2449, 1987; Ord. 2432, 1986; Ord. 2430, 1986; Ord. 2417, 1986; Ord. 2246, 1981; Ord. 1857, 1975; Prior Codes: §§ 9-9-4, 9-9-3, 9-9-2, 9-9-1, 8-6-5, 8-6-3, 8-6-2, 8-6-1, 8-3-12, 8-3-10, 8-3-4, 8-3-1, 8-2-2, 8-2-1, 8-1-8, 8-1-7, 8-1-6, 8-1-5, 8-1-4, 8-1-3, 8-1-2, 8-1-1, 6-4-1, 6-1-11, 4-12-2, 4-12-1)

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Chapter

Chapter ~~41~~ - GENERAL HEALTH DEFINITIONS

Chapter ~~62~~ - GENERAL HEALTH REGULATIONS

Chapter ~~73~~ - RESERVED

Chapter ~~84~~ - HOTELS AND MOTELS

Chapter ~~95~~ - EMERGENCY MEDICAL SERVICES

Chapter ~~126~~ - FOOD SERVICE

Chapter ~~16-7~~ - **WHOLESALE FOOD MANUFACTURING ESTABLISHMENTS**

Chapter ~~328~~ - GARBAGE AND REFUSE

Chapter ~~369~~ - GARBAGE AND REFUSE— DISPOSAL AREAS

Chapter ~~4010~~ - SWIMMING POOLS

Chapter ~~44-11~~ - WEEDS

Chapter 12 – TATTOOING AND BODY-PIERCING ESTABLISHMENTS

Chapter 13 – TOURIST CAMPGROUNDS AND TRAILER COURTS

Chapter 14 – CHILD CARE FACILITIES

Chapters 15- 47 - RESERVED

Chapter 48 – RESIDENTIAL OUTDOOR FIRE RESTRICTIONS

Chapter 49 - NUISANCES

Chapter 50 — **CRIMINAL PUBLIC NUISANCES**

Chapter 51 - MAINTENANCE AND SANITATION OF PREMISES

Chapter 52 - ABATEMENT OF ~~DISEASED~~ **NUISANCE** VEGETATION

Chapter ~~56~~**53** - NOISE

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Chapter 60 -- APPLIANCE SAFETY PRECAUTIONS-1

~~Chapter 4~~ **GENERAL HEALTH DEFINITIONS**

Sections:

~~8.4.010 Definitions.~~

8.1.010 Purpose.

8.1.020 Definitions.

8.41.010 Purpose.

The purpose of this Title of the OCCGF is to prevent and eliminate conditions and practices which endanger public health.

8.1.020 Definitions.

Unless otherwise specified, the following definitions shall apply to this Title.

- A. "Health Authority" means the legally designated **City-County Health Department** Health Officer or ~~designated authority~~ **designee**.

~~(Ord. 2803, 2001)~~

- B. "Health Department" means the legally designated Great Falls and Cascade County City-County Health Department.

~~(Ord. 2803, 2001; Prior code §8-3-1).~~

- C. "Administrative hearing" means an informal hearing before the Health Officer, Supervising Sanitarian, and Inspecting Registered Sanitarian concerning **closure of a permit suspension food service establishment or wholesale food establishment**.

~~(Ord. 2803, 2001)~~

- D. "Board" means the legally designated City-County Board of Health provided for in ~~M.C.A.~~ **Mont. Code Ann. § 50-2-106, as may be amended**.

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~~"Critical item~~**E. "Priority Item"** means a provision of Title 37, Chapter 110, subchapter 2 and Title 16, Chapter 10, subchapter 3 of the **Montana Food Code**, Administrative Rules of Montana for Food Service Establishments that if violated is more likely than other violations **Title 37 Chapter 110 subchapter 2, as amended, whose application contributes directly to contribute the elimination, prevention, or reduction to food contamination, an acceptable level, hazards associated with foodborne illness or environmental degradation injury, and there is no other provision that more directly controls the hazard.**

(Ord. 2803, 2001)

F. "Health Officer" means a physician or person with a Master's Degree in Public Health, or equivalent, appointed by the Board, as provided in ~~M.C.A.~~**Mont. Code Ann. § 50-2-116, as may be amended.**

(Ord. 2614 §2(Exh. B), 1991).

~~"Food Manufacturing Establishment" means a commercial~~**G. "Wholesale food establishment—**and buildings or structures in connection with it, used to manufacture or prepare food for sale for human consumption but does not include milk producers' facilities, milk pasteurization facilities, milk product manufacturing plants, slaughterhouses or meat packing plants; **a food manufacturing" means any establishment does not provide food directly to a consumer, and does not include a food service establishment involved in the sale or provision of food as defined in this chapter.**

(Ord. 2803, 2001; Ord. 2728, 1997; Prior code §8-1-1).

~~"Food Service Establishment" means an operation as defined in~~**Mont. Code Ann. § 50-5057-102(8) M.C.A., and 11), as may be amended. Wholesale food establishment** includes an operation that stores, prepares, packages, serves, vends or otherwise provides food for human consumption in a mobile, stationary, temporary semi-permanent or permanent facility or location; where consumption is on or off the premises and regardless of whether there is a charge for the food. ~~Food service~~**"wholesale food manufacturing establishment does not include:**

A. ~~An~~**"", "wholesale food salvage establishment, vendor or vending machine that sells or serves only non-perishable foods;"**, **"wholesale ice manufacturer"**, and **"wholesale water bottler"** as defined in **Mont. Code Ann. § 50-57-102(12) – (16), as may be amended.**

B. ~~An~~**H. "Food Service Establishment" means any establishment that offers only prepackaged foods that are not potentially hazardous;**

C. ~~A~~ produce stand that only offers whole, uncut fresh fruits and vegetables;

D. ~~A~~ food manufacturing establishment;

E. ~~A~~ kitchen **involved** in a private home if the food is prepared for **retail** sale or service at a function such **provision of food** as a religious or charitable organization's bake sale; **defined in Mont. Code Ann. § 50-50-102(21), as may be amended.**

F. ~~A~~ private home that receives catered or home-delivered food; or

G. ~~A~~ private organization serving food to only its members.

~~"Short Term.~~ **"Temporary Food Permit"** means a permit issued by the Health Authority ~~within the Health Department~~ that allows for persons or organizations to serve approved food

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items to the public at events that do not exceed two (2) days in accordance with the regulations for temporary food establishments found in Mont. Code Ann. §§ 50-50-102(22) and 50-50-120 and the Administrative Rules of Montana (ARM), as may be amended.

~~Farmer's Market Short Term~~ J. **"Temporary Food Permit Establishment"** means a permit issued by retail food establishment that operates temporarily in a licensing year as defined in Mont. Code Ann. § 50-50-102, as may be amended.

K. **"Cottage Food Operation"** means an establishment that is operating under the Health Authority within conditions provided by Mont. Code Ann. § 50-50-116, as may be amended, to provide, manufacture, or package cottage food products in a kitchen in a registered area of a domestic residence and only for direct sale to a customer of this state.

L. **"Cottage Food Products"** means foods that are not potentially hazardous and are processed or packaged in a cottage food operation including jams, jellies, dried fruit, dry mixes, and baked goods. Other similar foods that are not potentially hazardous may be defined by the Health Department allowing persons or organizations to serve approved food items to of Health and Human Services by rule.

M. ~~For the public for the duration of the designated Farmer's Market season.~~ **purposes of this Title, "person" shall include an individual, corporation, company, limited liability company, partnership or other non-human entity.**

(Ord. 2803, 2001; Ord. 2728, 1997; Prior code §8-1-1)

Chapter 62 GENERAL HEALTH REGULATIONS

Sections:

~~8.6.010 Drinking facilities.~~

~~8.6.020 Health authority duties inspections.~~

~~8.6.030 Short-term food function certificates.~~

8.68.2.010 Health authority duties and inspections.

8.2.020 Penalties.

8.2.010 Drinking facilities.

All public halls, stores, depots, hotel lobbies and other public places must be provided with sanitary cups or sanitary drinking fountains, and the common cup or glass for the use of the public in such places is prohibited.

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Title 8 HEALTH AND SAFETY

~~(Ord. 2728, 1997; Prior code §§ 3-4; 8.04.070).~~

8.6.020 — Health authority— duties— and inspections.

- A.— The Health Authority shall have the power to enter and inspect any place where meat, game, poultry, fish, milk, groceries, or other food products are prepared, handled, or stored, for public use and to inspect any vehicle transporting such products from one ~~(1)~~ point to another or throughout the City.
- B.— Any person ~~who~~ **is guilty of a violation of this Chapter, if** in any manner ~~interferes~~:
 - 1. **Interferes** or attempts to interfere with the Health Authority in the discharge of duties or any person being the owner, agent or manager of any place where food is prepared, handled, or stored ~~who refuses,~~
 - 2. **Refuses** to permit the Health Authority to have full access to such premises, or ~~who attempts~~
 - 3. **Attempts** to conceal or remove any animals supposed to be diseased, or any food products that the Health Authority desires to inspect, ~~is guilty of a violation of this chapter.~~
- C.— It is the duty of the Health Authority to inspect any place where food is prepared, handled, or stored for public use at least once in every **calendar** year unless otherwise provided for, or as often as is deemed necessary by the Health Authority to maintain proper sanitation standards. Written **or electronic** record of such inspections will be provided to the owner, agent, or manager of such establishments.

~~(Ord. 2728, 1997; Prior codes §§ 3-10; 8.04.100).~~

8.6.030 — Short term food function certificates.

~~All persons or organizations serving or selling food to the public that do not fall under the other provisions of this chapter (i.e. church dinners, private organizations fund raising dinners) shall obtain a short term function certificate from the City/County Health Department.~~

~~(Ord. 2728, 1997; Prior codes §§ 3-12; 8.04.120).~~

8.2.020 Penalties.

- A. **A violation of this Chapter is a misdemeanor punishable by a fine not to exceed five hundred dollars (\$500.00), a term not to exceed 6 months in jail, or both.**
- B. **Any establishment operating within the incorporated City limits in violation of this Chapter is hereby declared a Nuisance as defined by Chapter 49, of this Title.**

Exhibit "B"

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~~Chapter 7~~ RESERVED ⁽¹⁾

FOOTNOTE(S):

—(1)—

~~Editor's note~~— Ord. No. 3047, § 1, adopted December 15, 2009 and Ord. No. 3057, § 1, adopted August 17, 2010, repealed Ch. 7, §§ 8.7.010, 8.7.020, which pertained to smoking in indoor and public places. See also the Code Comparative Table. ([Back](#))

Chapter 3 RESERVED

Chapter 48 HOTELS AND MOTELS

Sections:

~~8.8.010 Defined.~~

~~8.8.020 State rule adopted.~~

~~8.88.4.010 Defined.~~

~~8.4.020 State rule adopted.~~

8.4.010 Defined.

"Hotel" or "Motel" means and includes any building or structure kept, used, ~~or~~ maintained as, ~~or~~ advertised as, or held out to the public as a hotel, motel, inn, motor court, tourist court, **home court**, public lodging house, or place where sleeping accommodations are furnished for a fee to transient guests, with or without meals.

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~~(Ord. 2728, 1997; Prior code §8-2-1).~~

8.8.4.020 State rule adopted.

~~The City adopts by reference the Montana Department of Public Health and Human Services rule for Hotels, Motels, Tourist Homes, Rooming Houses/Retirement Homes, Title 16, Chapter 10, Subchapter 6, dated November 11, 1994. A copy of the regulations shall be filed with the City Clerk as the official hotel-motel code.~~

~~(Ord. 2728, 1997; Prior code §8-2-2).~~

Chapter 9 All hotels or motels operating within the incorporated City limits shall comply with all applicable provisions of the Montana Code Annotated and the Administrative Rules of Montana, including but not limited to those relating to Public Accommodations, and applicable provisions of the International Fire and Building Codes, as adopted by the OCCGF. All discharges to the City Publicly Owned Treatment Works from hotels or motels that include facilities that constitute a food service establishment are subject to review and written approval by the Public Work Director.

Chapter 5 EMERGENCY MEDICAL SERVICES

Sections:

~~8.9.010 Purpose.~~

~~8.9.020 Authority.~~

~~8.9.030 Definitions.~~

~~8.9.100 Emergency medical services (EMS) system.~~

~~8.9.105 EMS system administrator.~~

~~8.9.110 EMS system components.~~

~~8.9.115 EMS System Medical Direction.~~

~~8.9.120 Establishment of an EMS Advisory Board.~~

~~8.9.200 City of Great Falls EMS responsibilities.~~

~~8.9.205 Replacement of fire department items.~~

~~8.9.300 Emergency medical services license required.~~

~~8.9.310 Ambulance service performance contract required.~~

~~8.9.315 Issuance of ambulance service performance contract.~~

~~8.9.320 Transferability of ambulance service performance contract.~~

~~8.9.325 Extension of ambulance service performance contract.~~

~~8.9.330 Breach of contract and default.~~

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~~8.9.335 Criteria for ambulance service performance contract.~~

~~8.9.340 Ambulance service performance requirements.~~

~~8.9.345 Conflict Resolution.~~

~~8.9.350 Penalties.~~

~~8.9.355 Performance security.~~

~~8.9.360 Submittal of reports for requests for service.~~

~~8.9.365 Release of information.~~

~~8.9.370 Confidentiality of records.~~

~~8.9.375 Ambulance service rates.~~

~~8.9.380 Right of property not granted.~~

~~8.9.385 City to be held harmless.~~

~~8.9.390 Ambulance service provider bound by City, State, and Federal regulations.~~

8.98.5.010 Purpose.

8.5.020 Authority.

8.5.030 Definitions.

8.5.040 EMS system.

8.5.050 EMS system administrator.

8.5.060 EMS system components.

8.5.070 EMS System Medical Direction.

8.5.080 Establishment of an EMS Advisory Board.

8.5.090 City of Great Falls EMS responsibilities.

8.5.100 Replacement of GFFR items.

8.5.110 Emergency medical services license required.

8.5.120 Ambulance service performance contract required.

8.5.130 Issuance of ambulance service performance contract.

8.5.140 Transferability of ambulance service performance contract.

8.5.150 Extension of ambulance service performance contract.

8.5.160 Breach of contract and default.

8.5.170 Criteria for ambulance service performance contract.

8.5.180 Ambulance service performance requirements.

8.5.190 Conflict Resolution.

8.5.200 Penalties.

8.5.210 Performance security.

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8.5.220 Submittal of reports for requests for service.

8.5.230 Release of information.

8.5.240 Confidentiality of records.

8.5.250 Ambulance service rates.

8.5.260 Right of property not granted.

8.5.270 City to be held harmless.

8.5.280 Ambulance service provider bound by City, State, and Federal regulations.

8.5.010 Purpose.

The ~~purposes~~**purpose** of this Chapter ~~are~~**is**:

- A.— To allow for the orderly and lawful operation of the emergency medical services (~~EMS~~) system in the City;
- B.— To enact regulations, policies, and procedures, which are necessary for the public health and safety regarding first response and 911 emergency ambulance service in the City;
- C.— To enact regulations, policies, and procedures for issuing contracts and regulating 911 emergency ambulance services to ensure safe, competent, efficient, and adequate care is provided within the City; and
- D.— To allow for adequate 911 emergency ambulance services and to establish ambulance service rates ~~recommended by~~**for** the City's contracted ambulance service ~~and~~**as** approved by the City Commission.

~~(Ord. No. 2993, 1-8-2008)~~

8.98.5.020 Authority.

The City Manager, or designee, shall have the authority to establish the necessary procedures to carry out and enforce the intent of this Chapter.

~~(Ord. 2672, 1995)~~

~~(Ord. No. 2993, 1-8-2008)~~

8.9.5.030 Definitions.

~~For~~**Unless otherwise specified, for** the purpose of this Chapter, the following ~~terms and words~~**definitions** shall ~~have the meanings set forth in this Section, unless the context requires otherwise:~~**apply**.

- A.— " ~~Advanced life support~~**Life Support (ALS)** " ~~shall mean~~**means** an advanced life support provider as defined in the Administrative Rules of Montana ~~24-156-2701~~**(ARM)**.

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- B.—" ~~"Advanced life support service" shall mean~~**Life Support Service" means** an ambulance service or non-transporting medical unit that has the capacity, and is licensed by the State of Montana, to provide care at the EMT-Paramedic equivalent level twenty-four (24) hours a day, seven (7) days a week.
- C.—" ~~"Ambulance" shall mean~~**means** a privately or publicly owned motor vehicle that is maintained and used for the transportation of patients and that meets all Montana ambulance licensure requirements.
- D.—" ~~"Ambulance service" shall mean~~**Service" means** an emergency medical service that utilizes an ambulance to respond to 911 emergency calls.
- E.—" ~~"Ambulance service performance contract" shall mean~~**Service Performance Contract" means** an agreement between the City and an ambulance service provider used as an instrument to authorize and regulate ambulance service in the City.
- F.—" ~~"Ambulance service provider" shall mean~~**Service Provider" means** the business of, or a person owning, operating, managing, or maintaining as principal or agent of one (1) or more ambulances for the purpose of providing 911 emergency ambulance services within the City ~~EMS system~~**Emergency Medical Services System**. The ambulance service provider may be a public or private entity.
- G.—" ~~"Ambulance service rates" shall mean~~**Service Rates" means** any monetary charge, fare, fee, rate, or other consideration or compensation for ambulance service.
- H.—" ~~"Approved" shall mean~~**means** acceptable to the authority having jurisdiction.
- I.—" ~~"City" shall mean~~**means** the incorporated area of the City of Great Falls and the Fire Districts served by ~~the~~ **Great Falls Fire Rescue Department**.
- J.—" ~~"Emergency medical services (Medical Services" or EMS)" shall mean~~ **means** the services, personnel, resources, equipment, and supporting administration and infrastructure used in responding to medical emergencies, providing emergency medical care, first response services, **and** the transporting of patients, while rendering emergency medical treatments.
- K.—" ~~Emergency medical services (EMS) call" shall mean~~**K. "EMS Call" means** first responder and ambulance service provided to evaluate and treat medical conditions of recent onset and severity that would lead a prudent layperson, possessing an average knowledge of medicine and health, to believe that urgent and/or unscheduled care is required.
- L.—" ~~Emergency medical services (EMS) system" shall mean~~**L. "EMS System" means** the interrelated but separate public and private entities including, but not limited to, ambulance service providers; and fire departments; which, optimally, work together in the timely and appropriate provision of emergency medical services to the citizens and visitors of the City.
- M.—" ~~"Fire department" shall mean~~**Department" means the** Great Falls Fire Rescue **Department** (GFFR).
- N.—" ~~"First response service" shall mean~~**Response Service" means** the provision of EMS provided by a responder prior to the arrival of the ambulance service.
- O.—" ~~"Grandfathering" shall mean~~**means** the City Commission may contract with an existing ambulance service provider without conducting a competitive process for ambulance service providers.
- P.—" ~~"Patient" shall mean~~**means** any person in need of, or in the process of receiving, emergency medical care.

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Q.—" "Person" shall ~~mean~~**means** an individual, firm, partnership, association, corporation, company, group of individuals, **or other entity** acting together for a common purpose, ~~or any other organization of any kind.~~

R.—" "Public convenience and necessity" shall ~~mean~~**means** qualified, fit, able, and willing to perform and provide an ambulance service fitting and suited to serve the public need within the City without ~~substantially or significantly~~ adversely impacting the public interest in the overall general provision of the ambulance service within the City.

~~(Ord. 2743, 1998)~~

~~(Ord. No. 2993, 1-~~

~~8-2008)~~

~~**8.9.100**~~ ~~**Emergency medical services**~~ ~~**(.5.040**~~ **EMS) system.**

The public welfare requires the providing of assistance and encouragement for the development of a comprehensive ~~emergency medical services~~**EMS** program for the City of Great Falls. The City shall establish and administer an ~~emergency medical services (EMS)~~**EMS** 911 system. The City may contract with a private ambulance service provider to provide emergency medical treatment and transportation of patients within the City.

~~(Ord. No. 2993, 1-8-2008)~~

~~**8.9.105.5.050**~~ ~~**EMS system administrator**~~**System Administrator.**

The City shall establish an EMS ~~system administrator~~**System Administrator** appointed by the City Manager to represent the City ~~and the City Commission~~. The duties and responsibilities of the EMS system administrator shall include, but not be limited to, the following:

- A.— Development and implementation of a comprehensive EMS system planning process-;
- B.— Develop guidelines and performance standards for each component of the City EMS system-;
- C.— Establish and articulate the roles and responsibilities for EMS system participation-;
- D.— Coordinate with the EMS system medical director on issues related to medical procedures, EMS protocols, and quality improvement processes-;
- E.— Coordinate with all EMS system participants to develop and ensure a management structure and accountability process for the EMS system-;
- F.— Serve as the chair of the City's EMS Advisory Board-;
- G.— Provide mechanisms for the continuous evaluation of the EMS system including a comprehensive quality improvement program-;
- H.— Establish an EMS system quality improvement committee in consultation with the EMS system medical director and other EMS system participants-;
- I.— Administer and supervise the ambulance service performance contract-;

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- J.— Establish procedures, and policies in consultation with the EMS Advisory Board to ensure a safe, stable, and effective EMS system throughout the City; **and**
- K.— Any other duties as needed to ensure a safe, stable, and effective EMS system throughout the City.

~~(Ord. No. 2993, 1-8-2008)~~

8.9.1108.5.060 EMS system components.

The EMS system of the City shall include the participation of the following components:

- A.— ~~Cascade County Consolidated Dispatch~~ **Great Falls 911 Center**;;
- B.— ~~Fire department.~~ **The GFFR**;
- C.— Ambulance service provider;;
- D.— Air ambulance service provider;;
- E.— Local and regional medical facilities;;
- F.— Any other entity or agency that may be required for the safe, stable, and effective delivery of EMS in the City as identified by the EMS system administrator; **and**
- G.— The public at large.

~~(Ord. No. 2993, 1-8-2008)~~

8.9.115.5.070 EMS System Medical DirectionDirector.

The City shall provide for an EMS 911 ~~system medical director~~**System Medical Director** to provide overall medical direction for the City EMS 911 system. The duties and responsibilities for the EMS ~~system medical director~~**System Medical Director** shall include, but ~~is~~ not be limited to, the following:

- A.— Review and approval of all EMS training programs that are necessary for operation of the EMS 911 response system;;
- B.— Development and implementation of medical protocols for all EMS personnel;;
- C.— Serve as the vice-chair of the City's EMS Advisory Board;;
- D.— Serve as the chair of the EMS system's quality improvement committee;;
- E.— Conduct periodic quality improvement reviews as ~~is dictated based on~~**by** EMS system needs;;
- F.— The EMS ~~system medical director~~**System Medical Director** shall serve as the medical director for the ~~fire department~~**GFFR Department** and the 911 emergency ambulance service provider;;
- G.— The cost of the EMS ~~system medical director~~**System Medical Director** will be shared by both the ~~fire department~~**GFFR Department** and **any** ambulance service provider;;
- H. The City will administer any contract with the EMS system medical director;;
- ~~H.—~~I. The EMS 911 ~~system medical director~~**System Medical Director** shall not have oversight over the non-emergent and inter-facility transport services that may be provided by ~~the any~~ contracted ambulance service; **and**

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- ~~I. Medical Director Selection Process:~~ **J.** When the Medical Director's position becomes vacant, the System Administrator in conjunction with an ambulance ~~company~~**service provider** representative, will collaborate to recruit and interview a physician to serve as the system's Medical Director.

~~(Ord. No. 2993, 1-~~

~~8-2008)~~

8.9.120.5.080 Establishment of an EMS Advisory Board.

- A.— The City Commission shall establish an EMS Advisory Board **which is** representative of the EMS system participants.
- B.— The City Commission shall appoint the members of the EMS Advisory Board. Members of the EMS Advisory Board should include, but not be limited to, the following representatives:
- ~~(1) EMS system administrator~~**System Administrator** (chair-);
 - ~~(2) EMS system medical director~~**System Medical Director** (vice-chair-);
 - ~~(3) Emergency Department manager~~**Manager**;
 - ~~(4) Neighborhood Council Coordinator-;~~
 - ~~(5) Cascade County Consolidated Dispatch Center Supervisor-;~~ **Emergency Operations Center or 911 Center Supervisor-;**
 - ~~(6) Fire department.~~ **GFFR EMS Coordinator-;**
 - ~~(7) Ambulance service provider administrator or manager-;~~
 - ~~(8) Fire department.~~ **GFFR EMT or paramedic-; and**
 - ~~(9) Ambulance service EMT or paramedic.~~
- C.— Other EMS ~~Advisory~~**advisory** members may be appointed by the City Commission as needed to ensure all EMS system participants affected by the decisions of the EMS Advisory Board are represented.
- D.— The EMS Advisory Board will provide input and discuss issues related to the City's EMS system and serve in an advisory capacity to the City's EMS ~~administrator~~**Administrator**.
- E.— The EMS ~~administrator~~**Administrator** will have the authority regarding EMS system operational issues on behalf of the City and the ~~City Commission and the EMS system medical director~~**EMS System Medical Director** will have the final authority regarding medical procedures, protocols, or practices.
- F.— The City Commission will have oversight responsibility for the EMS Administrator and the EMS Advisory Board.
- G.— The EMS Advisory Board will meet on a regular basis, not less than four (4) times a year, to address issues affecting the EMS system, ~~to~~ **and** ensure **that** the performance of ~~the EMS system and that~~ the EMS system is safe, stable, and effective.

~~(Ord. No. 2993, 1-8-2008)~~

Exhibit "B"

Title 8 HEALTH AND SAFETY

8.9.200.5.090 City of Great Falls EMS responsibilities.

- A.— The City **Manager** has the primary responsibility to ensure that effective, safe, and reliable EMS is provided to the City.
- B.—~~The fire department~~ **GFFR** shall provide EMS first response services to all EMS calls within the City and **to** other areas and locations ~~that~~**where** they may respond.
- C.—~~The fire department~~**C. GFFR** may transport patients when it is in the interest of the patient's health and safety. Standard operating guidelines or protocols shall be established by the EMS ~~system medical director~~**System Medical Director** in conjunction with the EMS Advisory Board to determine when this is appropriate. ~~The Fire Department~~**GFFR** may transport when time is critical to patient care ~~and~~, when the patient is packaged and ready for transport, and when an ambulance is not immediately available or ~~shall be~~ delayed.

~~(Ord. No. 2993, 1-8-2008)~~

8.9.205.5.100 Replacement of ~~fire department~~GFFR items.

- A. Disposable items used by ~~the fire department~~**GFFR** in providing patient care and treatment shall be replaced at the incident by the ambulance service provider. If it is not in the best interest of patient care to complete the replacement of disposable items at the incident, ~~the fire department~~**GFFR** will furnish the ambulance service provider with a list of items to be replaced accompanied by the name, if known, and incident number of the patient for whom the items were used.
- B. The ambulance service provider shall, within forty-eight (48) hours of receipt of the list of items, resupply ~~fire department~~**GFFR** with all items on such list to be delivered them at Fire Station 1, 105 9th Street South. All brand name specific supplies as identified by all EMS participants and approved by the EMS Advisory Board shall be replaced with said brand name. Otherwise, a brand name equivalent replacement may be used but shall be approved by the ~~medical director~~**Medical Director**.
- C. Within twenty-four (24) hours, or such longer period as has been established as policy by the EMS Advisory Board, the ambulance service provider will retrieve and return to ~~the fire department~~**GFFR** all durable equipment supplied by ~~the fire department~~**GFFR** in providing EMS and any other ~~fire department~~**GFFR** equipment which has come into the ambulance service provider's possession.

~~(Ord. No. 2993, 1-8-2008)~~

8.9.300.5.110 Emergency medical services license required.

- A. No person shall conduct or operate an ambulance service within the City without first obtaining a license as required ~~in~~**by** OCCGF Title 5, Chapter 3, Article 7 ~~of the City Code~~.

~~(Ord. No. 2993, 1-~~**B. A violation of this section is a misdemeanor punishable by a term not to exceed six (6) months in jail, a fine not to exceed five hundred dollars (\$500.00), or both.**

~~8-2008)~~

Exhibit "B"

Title 8 HEALTH AND SAFETY

8.9.310.5.120 Ambulance service performance contract required.

- A.— All persons who wish to operate, conduct, advertise, engage in, or profess to be engaged in the 911 emergency ambulance business or service of the transportation of any patient by ambulance upon the streets or any public way or place within the City, shall only do so upon the execution of an ambulance service performance contract issued by the City.
- B.— Any City ambulance service contractor is required by this Chapter to obtain an ambulance service performance contract from the City to provide 911 emergency ambulance services within the City's jurisdiction.
- C.— Upon recommendation of the City Manager, the City Commission shall make the final determination to execute an ambulance service performance contract with an ambulance service provider for ambulance service to City 911 emergency calls.
- D.— No ambulance service performance contract will be approved under this Chapter to any new ambulance service unless the City Commission ~~shall~~, after conducting a public hearing and review, ~~finds~~ **finds** that another ambulance service is in the public interest, for the public convenience and necessity, and that the ambulance service provider is fit, willing, and able to perform such public service, and to operate in compliance with Montana state law, the ~~Administrative Rules of Montana~~ **ARM**, and the ~~provisions of this Chapter~~ **OCCGF**.
- E.— No unauthorized ambulance service shall be dispatched to 911 emergency calls or allowed to transport patients within the City except during a catastrophic incident or disaster, if demand for resources overwhelms the EMS system.
- F.— Nothing in this Chapter shall be construed to modify, or in any way affect, existing state laws concerning ambulance services.

~~(Ord. No. 2993, 1-8-2008)~~

8.9.315.5.130 Issuance of ambulance service performance contract.

- A. An ambulance service performance contract can only be issued by the City Commission by "grandfathering" or completion of a competitive process in accordance with Montana state law. The City reserves the right to issue an interim contract to any ambulance service provider for the City under emergency circumstances such as when the contracted ambulance service provider fails to perform the services ~~they had agreed to under their~~ performance contract and this ~~ordinance~~ **Chapter**.
- B. If during an exceptional event, as ~~judged~~ **determined** by the City Manager, that the health and safety of the residents of the City ~~is~~ **are** threatened or jeopardized, ~~he or she~~ **the City Manager** shall take such actions necessary to alleviate that threat. Such action may include, but is not limited to, temporary assignment of an ambulance service provider to provide services in the City. **Such action shall comply with Mont. Code Ann. Title 10.**
- C. Emergency action taken by the City Manager must be ratified and approved by the City Commission within thirty (30) calendar days to remain valid. ~~The City Commission will determine the term of the action, and the~~ **The** City Commission may issue an interim ambulance service performance contract for a specified term.

~~(Ord. No. 2993, 1-8-2008)~~

Exhibit "B"

Title 8 HEALTH AND SAFETY

8.9.320.5.140 Transferability of ambulance service performance contract.

- A.— An ambulance service performance contract shall not be transferable by the ambulance service provider to another person, party, or business, for the purpose of providing ambulance service within the City, unless formally approved by the City Commission.
- B.— The City Manager, at his/ or her discretion, may allow the contracted ambulance service provider to subcontract for ambulance services. Any subcontractor must comply with the provisions of this Chapter and all other ~~appropriate City Codes.~~ **applicable provisions of the Official Code of the City of Great Falls (OCCGF).**
- C.— If the City approves the use of a subcontractor, the primary contractor shall retain accountability for delivering the required contract performance. The inability or failure of any subcontractor to perform any duty or deliver contracted performance will not excuse the primary contractor from any responsibility in this Chapter or in the ambulance service performance contract.

~~(Ord. No. 2993, 1-8-2008)~~

8.9.3258.5.150 Extension of ambulance service performance contract.

The City Commission will determine the length of an ambulance service performance contract-, **by resolution or approval of a contract.** At the discretion of the City Commission, contract extensions may be granted, or the contract may provide for automatic annual renewals based on achievement of performance measures and customer service requirements specified by the City.

~~(Ord. No. 2993, 1-8-2008)~~

8.9.330.5.160 Breach of contract and default.

- A.— An ambulance service performance contract issued by the City Commission may be suspended or terminated by the City Commission for ~~non-~~
 - 1. **Non-compliance with this Chapter;**
 - 2. **Violations of applicable Montana Code Annotated provisions;**
 - 3. **Violations of applicable ARM regulations;**
 - 4. **Violations of applicable federal regulations;**
 - 5. **Violations of the terms of the ambulance service performance contract, or**
 - 6. **Violations of the performance standards specified in the ambulance service performance contract as agreed to by both parties.**
- B.— An ambulance service performance contract shall contain performance criteria and provisions for the suspension or termination of the contract for failure to meet the performance criteria or other provisions, including response time standards.
- C.— The ambulance service performance contract shall contain provisions defining major and minor ~~breach~~ **breaches** of contract infractions and specified time periods for correcting infractions.
- D.— An ambulance service performance contract shall contain provisions designed to assure continuity of ambulance service in the event of default or breach of contract by the ambulance service provider and any subsequent suspension or termination by the City.

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~~(Ord. No. 2993, 1-8-2008)~~

8.9.3358.5.170 Criteria for ambulance service performance contract.

Any person desiring to obtain an ambulance service performance contract with the City as required by this Chapter, shall demonstrate the ability to meet the following requirements:

- A.— The ambulance service provider must possess a current license from the State of Montana, Department of Health and Human Services to provide emergency medical services, both transport and treatment at the ~~advanced life support~~**Advanced Life Support** (ALS) level;;
- B.— The ambulance service provider must provide emergency medical services at the ALS level, throughout the City, twenty-four (24) hours per day, and seven (7) days per week;;
- C.— Each responding ambulance shall be staffed with a minimum of one (1) Montana Certified Paramedic and one (1) Montana ~~certified~~**Certified** Emergency Medical Technician (EMT-);;
- D.— The ambulance service provider must have adequate personnel, vehicles, equipment, and facilities to respond to all locations within the City to meet the response time standards specified in the ambulance service performance contract;;
- E.— The ambulance service provider must comply with rules and regulations governing emergency medical services and emergency medical technicians, as promulgated by the State of Montana, Department of Health and Human Services, and the Board of Medical Examiners as specified in the ~~Administrative Rules of Montana~~**ARM**;;
- F.— The emergency medical providers, to include the contracted ambulance service, will use the ~~Cascade County Consolidated Dispatch~~**Great Falls 911 Center**. They, and they shall abide by the rules and procedures as outlined in the ~~CCCDC~~**911 Center** policy manual;;
- G.— The ambulance service provider must have a commercial general liability insurance policy, including automobile coverage, in a form ~~acceptable to the City, insuring the ambulance service provider for not less than two million dollars (\$2,000,000.00) per occurrence for bodily injury or death, and two million dollars (\$2,000,000.00) per occurrence for loss or damage to property; and four million dollars (\$4,000,000.000) aggregate.~~ **set by Commission resolution**;;
- H. All policies of insurance under this ~~chapter~~**Chapter** shall be issued by insurance companies licensed to do business in the State of Montana;;
- I. Proof or coverage shall be evidenced by submitting an insurance certificate, or certificates, to the City, which names the City as an additional insured and indicates that the City will be notified ~~no~~**not** less than thirty (30) days prior to alteration, cancellation, termination, or non-renewal of coverage;;
- ~~H.~~**J.** The ambulance service provider shall provide the City a list of the full names of all ambulance drivers and attendants, identifying each person's:-
 - 1. EMS certification level; ~~certification~~
 - 2. **Certification** number or paramedic license number; ~~issuing~~
 - 3. **Issuing** jurisdiction;
 - 4. CPR certification;;
 - 5. Montana ~~Drivers~~**Driver's** License number; and
 - 6. Ambulance Driver Certificate, as well as the expiration dates for each;;

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- K. The **above described** list shall be updated and provided to the City on an annual basis and any changes (including additions or deletions) will be provided on a quarterly basis or as requested by the City. ~~The City shall take reasonable steps to protect confidentiality and security of the individual certification and license number of the contracted ambulance staff; and~~

~~(Ord. No. 2993, 1-8-2008)~~ L. **The City shall take reasonable steps to protect confidentiality of private personal ambulance staff information.**

~~8-2008)~~

8.9.340.5.180 Ambulance service performance requirements.

- A.— The ambulance service performance contract shall include specific response time standards for 911 EMS calls.
- B.— Additional performance requirements related to personnel, vehicles, equipment, and patient care shall also be included in the ambulance service performance contract.

~~(Ord. No. 2993, 1-8-2008)~~

8.9.345.5.190 Conflict Resolutionresolution.

- A. Conflicts or disputes related to the operation of emergency services involving the Great Falls 911 Emergency Services System will be resolved between the system participants as ~~expeditiously~~ **efficiently** and as cooperatively as possible. The conflict/ ~~or~~ issue should be resolved at the lowest level possible. Conflict resolution will ~~follow this general format wherever possible~~ **proceed as follows:**
- B. If the issue cannot be resolved at this initial level, the issue should be submitted in writing by either party to the EMS Administrator within ~~five (5) business~~ **fifteen (15) calendar** days (~~Monday—Friday~~) of first occurrence or first knowledge. ~~The, and the~~ party carrying the ~~issue~~ **conflict** forward must include their requested remedy;
- C. The EMS Administrator ~~has~~ **shall have** ten (10) business days from receipt of the written conflict/~~issue~~ to investigate the matter, take the appropriate corrective action, if any, and provide a written response to the parties involved;
- D. If the EMS Administrator's decision does not resolve the ~~issue~~ **conflict**, then either party may submit the ~~issue~~ **conflict** in writing to the City Manager within ~~five (5) business~~ **fifteen (15) calendar** days of receipt of the EMS Administrator's decision. ~~The, and the~~ City Manager, or designee, shall investigate the issue and render a **written** decision within ten (10) business days. **after receipt of the written submission of the conflict;**
- E. If the City Manager's decision does not resolve the ~~issue~~ **conflict**, then either party may submit the issue in writing to the City Commission within ~~five (5) business~~ **fifteen (15) calendar** days of receipt of the City Manager's decision;
- F. The City Commission may **after conducting a hearing on the conflict, in a written pronouncement**, choose to affirm the decision of the City Manager, further investigate the issue, or reject or modify the decision of the City Manager. **within thirty (30) calendar days of submittal; and**

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~~This last step in the conflict resolution process must be completed.~~ **A party may appeal an adverse City Commission decision to the Montana Eighth Judicial District Court within thirty (30) calendar days from of the time the written issue is presented to the City Commission.** ~~Commission's pronouncement.~~

~~Nothing in this conflict resolution procedure is intended as the waiver of any legal rights that either the City or the contracted ambulance provider may have or as an alternative to the right to sue or seek court action. It is not intended to be the exclusive remedy or the sole remedy for any dispute for which there may be a viable legal claim. This conflict resolution procedure is specifically not intended to be the final resolution of any disputes that may arise under the ambulance performance contract and the contracted ambulance provider does not relinquish any right to sue with respect to contract disputes.~~

~~(Ord. No. 2993, 1-8-2008)~~

8.9.350.5.200 Penalties.

- A.— An ambulance service performance contract shall provide for penalties and remedies in the event the ambulance service provider fails to comply with ~~the~~ personnel, equipment ~~and, or~~ reporting requirements of this Chapter ~~and/or~~ the ambulance service performance contract, including response time standards for 911 emergency responses.
- B.— The penalties paid to the City shall be used to pay for EMS related expenses, including public education programs, and administrative oversight of ambulance service providers.

~~(Ord. No. 2993, 1-8-2008)~~

8.9.355.5.210 Performance security.

- A.— The 911 emergency ambulance service provider shall provide security in an amount equal to the City's reasonably anticipated operating costs for two (2) months of 911 emergency ambulance services.
- B.— Security shall be provided in the form of:
 - 1) —. Cash;
 - 2) —. An irrevocable letter of credit issued by a financial institution rated at least "A" by Moody's or Standard & Poor's;
 - 3) —. An irrevocable guaranty issued by an entity rated at least "A" by Moody's or Standard & Poor's;
 - 4) —. A surety bond issued by an insurance company rated at least "A" by Moody's, Standard & Poor's or A.M. Best; or;
 - 5) —. Such other forms of security as may be agreed to by the City and the ambulance service provider in writing.
- C.— An ambulance service performance contract may include provisions that protect the interests of the City ~~and provides,~~ **provide** for continued ambulance services in the event of a suspension or termination of the contract, ~~the~~ failure of any ambulance service provider, and any takeover of services that may be enacted by the City.

~~(Ord. No. 2993, 1-8-2008)~~

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8.9.360.5.220 Submittal of reports for requests for service.

- A.— At the request of City, the ambulance service provider shall submit reports, records, and other information regarding emergency transports that are necessary to verify the ambulance service provider's compliance with this ~~ordinance~~**Chapter** and the ambulance service performance contract executed pursuant to this Chapter.
- B. These reports, records, and information shall be submitted in the format and on the date requested by the City. The specific information that is to be provided in these reports will be clearly set forth in the performance contract, including when and how often such reports will be submitted to the City.
- ~~B.—~~C. The ambulance service provider may keep records using account numbers or patient numbers rather than names and addresses; provided that such records shall include the fire department incident number.

~~(Ord. No. 2993, 1-8-2008)~~

8.9.365.5.230 Release of information.

Upon receipt of a written request from any patient who has been transported by the ambulance service contractor, ~~they~~**the contractor or provider** shall provide to the patient all information related to the transport in question, to the extent permitted by the federal HIPAA Privacy Regulations or state law including, but not limited to, all of its billing records relating to patient and supported by the account number ~~and/or~~ patient number. Additionally, at the City's request and if so authorized by the patient, the ambulance service contractor shall provide all information related to the transport in question to the City.

~~(Ord. No. 2993, 1-8-2008)~~

8.9.370.5.240 Confidentiality of records.

- A.— Except as otherwise provided in this ~~Section~~**section**, information provided by the ambulance service provider to the City for purposes of determining compliance with the requirements of this Chapter and the ambulance service performance contract shall be considered public records.
- B.— An ambulance service provider may seek and the City ~~shall~~**may** provide, **after a showing of good cause by the applicant**, confidential treatment to protect against the disclosure, or public inspection of ~~commercially valuable or proprietary information, such as,~~ commercially valuable or proprietary information related to performance.
- C.— Any information provided to the City which contains a natural person's name, address, medical condition or diagnosis, incident location, social security number, personal financial records, telephone number, home address, e-mail address, names of family members, or work history, or which otherwise constitutes "protected health information" as that term is applied in the Federal Health Insurance Portability and Accountability Act of 1996, and regulations under ("HIPAA"), **or Montana Health Care information Act, as may be amended**, shall be considered confidential.
- D. Such confidential information shall not be released by the City to the public, unless the person to whom the information applies has first agreed in writing, in a format which complies with HIPAA requirements, to release of the information. To the extent permitted by HIPAA and other applicable law, reports containing confidential information and

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information deemed to be public may be released if such confidential information is first redacted.

~~(Ord. No. 2993, 1-8-2008)~~

8.9.375.5.250 Ambulance service rates.

- A.— The contracted ambulance service shall submit to the EMS administrator a proposed ambulance fee schedule that will be approved by ~~the City Commission~~ **resolution**, if said fees are consistent with industry best practices, the market, and applicable federal and state laws.
- B.— The ambulance service may not refuse transport based on the patient's inability to pay.

~~(Ord. No. 2993, 1-8-2008)~~

8.9.3808.5.260 Right of property not granted.

Any ambulance service performance contract granted pursuant to this Chapter shall not impart to the ambulance service provider any right of property in any City rights-of-way or other City property. The ambulance service performance contract shall be construed to have granted nonexclusive permission and authority to operate within the City.

~~(Ord. No. 2993, 1-8-2008)~~

8.9.385.5.270 City to be held harmless.

The contracted ambulance service provider ~~agrees to~~ **shall** defend, indemnify, protect and hold the City, its officers, employees and agents harmless from and against any and all claims asserted, or liability established for injuries or damages to any person or property, or losses and causes of action which may arise from, or in connection with, the services provided under the ambulance service performance contract, except to the extent any such claims, liability, losses, or causes of action arise from the acts or omissions of the City.

~~(Ord. No. 2993, 1-8-2008)~~

8.9.3908.5.280 Ambulance service provider bound by City, State, and Federal regulations.

The ambulance service provider shall be subject to all requirements of the ~~City's ordinances~~ **OCCGF**, rules, regulations, and specifications insofar as the regulations and specifications are not in violation of any applicable State or Federal regulations. The City reserves every right and power to exercise any requirement of the ~~Great Falls Municipal Code~~ **OCCGF**, and the ambulance service provider, by its acceptance of the ambulance service performance contract, agrees to be bound thereby and to comply with any action under (or requirement) of the ~~Great Falls Municipal Code~~ **OCCGF**, as it exists now or as **may be** amended in the future.

~~(Ord. No. 2993, 1-8-2008)~~

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Chapter 126 FOOD SERVICE

Sections:

- ~~8.12.010 State rule adopted.~~
- ~~8.12.030 Permit required.~~
- ~~8.12.040 Permit suspension.~~
- ~~8.12.050 Permit suspended reinstatement.~~
- ~~8.12.060 Permit revocation.~~
- ~~8.12.070 Hearings.~~
- ~~8.12.080 Inspection of food service establishments.~~
- ~~8.12.090 Knowledge of food protection practices.~~
- ~~8.12.100 Short term food permit.~~
- ~~8.12.110 Farmer's Market short term food permit.~~

- 8.128.6.010 State rule adopted.**
- 8.6.020 Closure.**
- 8.6.030 Inspection of food service establishments.**
- 8.6.040 Knowledge of food protection practices.**
- 8.6.050 Temporary food permit.**
- 8.6.060 Penalties.**

8.6.010 State rule adopted.

The City **hereby** adopts, by reference, the Montana Department of Public Health **Code Annotated** and Human Services requirements, dated November 23, 2000, for compliance with Chapter 110, Subchapter 2, Food Service Establishments of Title 37, Administrative Rules and of Montana, and its definition of **(ARM) as may be amended, relating to** food service establishments. A copy of the regulation shall be filed with the City Clerk as the official food service code-, "**Montana Retail Food Code**".

(Ord. 2803, 2001; Ord. 2728, 1997; Ord. 2614 §2(Exh. B), 1991).

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~~8.12.030 Permit required.~~

~~Each person, new owner~~ **8.6.020 Closure.**

- A. The Health Authority may close a Food Service Establishment, Temporary Food Establishment, or ~~operator~~ Cottage Food Operation under any of a ~~food service~~ the following conditions:**
- 1. If a foodborne illness outbreak is likely associated with a Food Service Establishment, Temporary Food Establishment, or Cottage Food Operation, and the Health Authority deems that closure is necessary to protect public health and/or correct the circumstances contributing to the outbreak;**
 - 2. If a Priority Item is in violation which creates an imminent or present danger to public health and is not corrected immediately to the satisfaction of the Health Authority;**
 - 3. When a follow-up inspection of a Food Service Establishment, Temporary Food Establishment, or Cottage Food Operation yields two or more of the same priority item violations noted on a previous inspection and the establishment ~~shall make an application for~~ has been notified that closure may be a ~~City-County Health Department~~ consequence of noncompliance as described in this section; or**
 - 4. When a Food Service Establishment operates without a valid license, a temporary food service operates without a valid ~~permit prior to~~, or a cottage food operation of such operates without a valid registration.**
- B. Operation of a Food Service Establishment, Temporary Food Establishment, or Cottage Food Operation which has been closed by the Health Authority is a violation of this Chapter.**
- C. ~~Before the Health Authority closes an establishment. This application shall be made or~~ operation because of repeat priority item violations, the Health Authority shall notify the establishment in writing and signed by the owner, manager, or authorized that it may be closed to the public and a closure notice placed at each customer entrance, if two or more of the same priority item violations remain on a follow-up inspection conducted within ten (10) business days.**
- D. Upon closure of a Food Service Establishment, Temporary Food Establishment, or Cottage Food Operation for any reason pursuant to this Chapter:**
- 1. The Health Authority shall serve a written explanation of the reasons for closure and a copy of any applicable inspection forms to the operator or agent of the establishment. ~~The Health Officer or his/her authorized representative shall approve the permit provided that the establishment meets the minimum requirements of State and local health laws and regulations, and requirements of this City Code. No food service or operation;~~**
 - 2. The closure order is effective upon service, and no new customers may be served or sold any products;**
 - 3. The Health Authority may require the operator or agent to notify current customers of the closure;**

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4. **A conspicuous notice of closure shall be posted at each customer entrance of an establishment will be allowed to operate without a valid City-County Health Department Food Establishment permit, by POST certified law enforcement or the Health Authority, but notice of closure need not be posted at the entrance of a cottage food operation; and**

(Ord. 2803, 2001; Ord. 2614 §2(Exh. B), 1991).

8.12.040 — Permit — suspension.

A. ~~Permits may be suspended temporarily by the Health Authority for failure of the holder to comply with the requirements of this chapter. Whenever a permit holder or operator has failed to comply with any notice issued under the provisions of this chapter, the permit holder or operator shall be notified in writing of the specified violations causing the suspension, that the permit is, upon service of the notice, immediately suspended, and that an opportunity for an Administrative hearing will be provided if a written request for such is filed with the Health Department by the permit holder.~~

B. ~~Justifications for permit suspension are as follows:~~

1. ~~Whenever~~ **5. The notice may only be removed or altered under the direction of the Health Authority.**

E. **Upon closure of a Food Service Establishment, Temporary Food Establishment, or Cottage Food Operation pursuant to this Chapter, it may be reopened after twenty-four (24) hours if:**

1. **The operator or agent submits a written plan of correction to the Health Authority finds unsanitary or other conditions in the operation of the food service establishment which, in their judgment, constitute a substantial hazards specifying the corrections to the public health, these be made and time parameters for completion;**
2. **The Health Authority may temporarily suspend approves the permit. plan of correction;**

2. ~~Whenever, upon written notice to the owner, manager, or authorized agent of a food service establishment, an inspection reveals unsanitary conditions and health-related problems exist within the establishment, and the subsequent inspection of the establishment reveals that the problems and conditions still exist, the Health Officer may temporarily suspend the permit.~~

3. ~~Continued violation of critical item(s), as outlined in red on the official Montana Department of Public Health and Human Services food service establishment inspection report form.~~

(Ord. 2803, 2001; Ord. 2614 §2(Exh. B), 1991).

8.12.050 — Permit — suspended — reinstatement.

~~Any person whose permit has been suspended may, at any time, make application to the Health Department for a re-inspection for the purpose of reinstatement of the permit. Within ten (10) days following the receipt of a written request, including a statement signed by the applicant that, in the applicant's opinion, the conditions causing suspension of the permit have been corrected, the Health Authority shall make a re-inspection. If the applicant is found to be in compliance with the requirements of this chapter, the permit shall be reinstated.~~

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~~(Ord. 2803, 2001; Ord. 2614 §2(Exh. B), 1991).~~

~~8.12.060 — Permit—revocation.~~

~~For serious or repeated violation of any of the requirements of this chapter, or for interference with the Health Authority in the performance of their duties, the permit may be permanently revoked after an opportunity for a hearing has been provided by the Board of Health. Prior to such action, the Health Department shall notify the permit holder, in writing, stating the reasons for which the permit is subject to revocation, and advising that the permit shall be permanently revoked at the end of five (5) days following service of such notice unless the permit holder files within five (5) days a request for a hearing before the Board. A permit may be suspended for cause pending its revocation or a hearing relative thereto.~~

~~(Ord. 2803, 2001; Ord. 2614 §2(Exh. B), 1991).~~

~~8.12.070 — Hearings.~~

~~The hearings provided for in this section shall be conducted by the Board at a time and place designated by the board chair. Based upon the record of such hearing, the Board shall make a finding and shall sustain, modify, or rescind any official notice or order considered in the hearing. A written report of the Board's decision shall be furnished to the permit holder by the Health Officer.~~

~~(Ord. 2803, 2001; Ord. 2614 §2(Exh. B), 1991).~~

~~8.12.0803.~~ The Health Authority inspects the establishment or operation and determines that the approved plan of correction is being followed; and

- 4. The notice of closure previously posted is removed by, or under the direction of, the Health Authority.**
- F. An establishment or operation may be reopened pursuant to this Chapter sooner than twenty-four (24) hours after closure, if following an administrative hearing conducted by the Health Authority, it is determined that all provisions of subsection (E) of this section are satisfied.**
- G. Once an establishment or operation is re-opened pursuant to this Chapter:**
 - 1. The Health Authority shall conduct additional inspections as deemed necessary to evaluate whether the plan of correction is being performed and whether any priority item violations exist;**
 - 2. The Health Authority may require an operator to modify a plan of correction; and**
 - 3. An establishment may be closed pursuant to this Chapter again if:**
 - i. Any violations of this Chapter exist; or**
 - ii. The plan of correction is not being performed.**

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8.6.030 Inspection of ~~food service establishments~~ Food Service Establishments.

- A.— At least once every year, the Health Authority shall inspect each ~~food service establishment~~ **Food Service Establishment** located in the City of Great Falls and shall make any additional inspections and re-inspections as are necessary for the enforcement of this Chapter.
- B. The Health Authority shall have the power to enter and inspect ~~any place~~ **any place** where meat, game, poultry, fish, milk, groceries, or any other food products are prepared, handled, **and/or** stored for public use and to inspect any vehicle transporting such products.
- C. Any person ~~who in any manner interferes or attempts to interfere with the Health Authority in the discharge of duties, or, or any person being owner, agent, or manager or at any place food is prepared, handled, or stored, who refuses~~ **is guilty of a violation of this Chapter, if that person in any manner:**
 - 1. **Interferes, or attempts to interfere, with the Health Authority in the discharge of duties, or**
 - 2. **Refuses** to permit the Health Authority to have full access to the premises, or any food products that the Health Authority desires to inspect, ~~is guilty of a violation of this Chapter.~~
- B.— The Health Authority shall be permitted to examine the records of the establishment to obtain pertinent information pertaining to food and supplies purchased, received, or used, ~~and~~ **and** persons employed, during operation hours, or at any other time when food preparation is being conducted.
- C.— A written **or electronic** record of any inspections will be provided to the owner, agent, or manager of each establishment.

~~(Ord. 2728, 1997; Ord. 2614 §2(Exh. B), 1991).~~

8.12-0906.040 Knowledge of food protection practices.

- ~~The~~ **A. In addition to the Montana state requirement for Certified Food Protection Managers in retail food establishments, the owner, operator, manager and, or employees of any food service establishment Food Service Establishment** may, at any time, be required by the Health Authority of the ~~City/County Health Department~~ to show sufficient knowledge of food protection practices, sanitation practices, and regulation requirements necessary to protect the public from food borne illness.
- B.** At the option of the Health Authority, owners, operators, managers, and key food preparation personnel, may be required to participate in a food safety training course and/or may be tested on their knowledge of food protection practices prior to the opening of any new food establishment or at any time there is a change of ownership/ or management of an existing food establishment or if there is a pattern of critical item violations within an existing establishment.

~~(Ord. 2803, 2001; Ord. 2728, 1997; Ord. 2614 §2(Exh. B), 1991).~~

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~~8.12.100 — Short term food permit.~~

8.6.050 Temporary Food Permit.

All persons or organizations serving or selling food to the public that ~~do not fall under the provisions of this chapter~~ **are not exempt from obtaining a permit pursuant to Mont. Code Ann. Title 50, Chapter 50** (i.e., private church dinners, private organizations serving members only) shall **comply with the provisions of Mont. Code Ann. § 50-50-120, as may be amended, and shall** obtain a ~~short term food permit~~ **Temporary Food Permit** from the City-County Health Department. ~~Only~~

8.6.060 Penalties.

In addition to any remedies listed in this Chapter:

- A. **A person owning or operating a retail Food Service Establishment, Temporary Food Establishment, or Cottage Food Operation within the incorporated City limits, in violation of this Chapter, is guilty of a misdemeanor punishable by a term not to exceed six (6) months in jail, a fine not to exceed five (5) short term food permits will be issued per organization per year. Organizations wishing to operate more than five (5) times per year shall be required to obtain a State of Montana, Department of Public Health and Human Services Food Purveyors License. hundred dollars (\$500.00), or both; and**
- B. **A Retail Food Service Establishment, Temporary Food Establishment, or Cottage Food Operation operating within the incorporated City limits, in violation of this Chapter, is hereby declared a Nuisance as defined by Chapter 49 of this Title.**

Chapter 7 (~~Ord. 2803, 2001; Ord. 2728, 1997; Ord. 2614 §2(Exh. B), 1991).~~

~~8.12.110 — Farmer's Market short term food permit.~~

All persons or organizations serving or selling food to the public at farmer's market locations shall obtain a Farmer's Market short term food permit unless exempt pursuant to MCA 50.50.103.

(~~Ord. 2803, 2001~~)

~~Chapter 16 — WHOLESALE FOOD MANUFACTURING ESTABLISHMENTS~~

Sections:

~~Sections:~~

~~8.16.020 State rule adopted.~~

~~8.16.030 Permit required.~~

~~8.16.040 Permit suspension.~~

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~~8.16.050 Permit—suspended—reinstatement.~~

~~8.16.060 Permit—revocation.~~

~~8.16.070 Hearings.~~

~~8.16.080 Inspection of food manufacturing establishments.~~

~~8.16.090 Knowledge of food protection practices.~~

~~8.16.020~~ **8.7.010 State rule adopted.**

8.7.020 Closure.

8.7.030 Inspection of wholesale food establishments.

8.7.040 Knowledge of food protection practices.

8.7.050 Penalties.

8.7.010 State rule adopted.

The City adopts by reference the Montana Department of Public Health and Human Services Sanitary Rule for Food Manufacturing **Code Annotated and the ARM regulations, as may be amended, pertaining to Wholesale Food** Establishments, Title 16, Chapter 10, Subchapter 3, dated November 11, 1994.. A copy of the regulation shall be filed with the City Clerk as the official food manufacturing code. **"Montana Wholesale Food Code"**.

(Ord. 2728, 1997; Prior code §8-1-2).

~~8.16.030 Permit—required.~~

Each person, new owner **8.7.020 Closure.**

A. The Health Authority may close a Wholesale Food Establishment operation under any of the following circumstances:

- 1. If a foodborne illness outbreak is likely associated with the Wholesale Food Establishment and the Health Officer deems that closure is necessary to protect public health and/or operator of—correct the circumstances contributing to the outbreak;**
- 2. If a Priority Item is in violation which creates an imminent or present danger to public health and is not corrected immediately to the satisfaction of the Health Authority;**
- 3. When a follow-up inspection of a Wholesale Food Establishment operation yields two or more of the same priority item violations noted on a previous inspection and the establishment shall make an application for a Health**

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~~Department Permit prior to operation of such an~~ **has been notified that closure may be a consequence of noncompliance as described in this section; or**

4. **When a Wholesale Food Establishment operates without a valid license.**
- B. **Operation of a Wholesale Food Establishment which has been closed by the Health Authority is a violation of this Chapter.**
- C. **Before the Health Authority closes a Wholesale Food Establishment because of repeat priority item violations, the Health Authority shall notify the establishment.** ~~This application shall be made in writing and signed by the owner, manager or authorized that~~ **it may be closed to the public and a closure notice placed at each customer entrance, if two or more of the same priority item violations remain on a follow-up inspection conducted within ten (10) business days.**
- D. **Upon closure of a Wholesale Food Establishment for any reason pursuant to this Chapter:**
 1. **The Health Authority shall serve a written explanation of the reasons for closure and a copy of any applicable inspection forms to the operator or agent of the establishment;**
 2. **The Health Officer closure order is effective upon service, and no new customers may be served or authorized representatives sold any products;**
 3. **A conspicuous notice of closure shall approve the permit provided that be posted at each customer entrance of the establishment meets the minimum requirements of State and local health laws and regulations and requirements of this Code. No Food manufacturing by POST certified law enforcement or the Health Authority; and**
 4. **The notice may only be removed or altered under the direction of the Health Authority.**
- E. **Upon closure of an establishment will be allowed to operate without a valid Cascade County City/County Health Department Permit. pursuant to this Chapter, it may be reopened after twenty-four (24) hours if:**

(Prior code §8-1-3).

8.16.040 — Permit — suspension.

A. ~~Permits may be suspended temporarily by.~~ **The operator or agent submits a written plan of correction to the Health Authority for failure of specifying the holder to comply with the requirements of this chapter. Whenever a permit holder or operator has failed corrections to comply with any notice issued under the provisions of this chapter, the permit holder or operator shall be notified in writing of the specified violations causing the suspension, that the permit is, upon service of the notice, immediately suspended, be made and that an opportunity for hearing will be provided if a written request for a hearing is filed with the Health Officer by the permit holder. time parameters for completion;**

B. ~~Justifications for permit suspension are as follows:~~

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1. ~~Whenever the Health Authority finds unsanitary or other conditions in the operation of the Food-manufacturing establishment which, in their judgment, constitute a substantial hazard to the public health, the Health Officer may temporarily suspend the permit.~~
2. ~~Whenever, upon written notice to the owner, manager, or authorized agent of a Food-manufacturing establishment, an inspection reveals unsanitary conditions and health related problems exist within the establishment and the subsequent inspection of the establishment reveals that the problems and conditions still exist, the Health Authority may temporarily suspend the permit.~~

~~(Ord. 2803, 2001; Prior code §8 1-2. The Health Authority approves the plan of correction;~~

3. **The Health Authority inspects the establishment and determines that the approved plan of correction is being followed; and**

~~4).~~

8.16.050 — Permit — suspended — reinstatement.

~~Any person whose permit has been suspended may, at any time, make application to the Health Department for a re-inspection for the purpose of reinstatement of the permit. Within ten (10) days following the receipt of a written request, including a statement signed by the applicant that in the applicant's opinion the conditions causing suspension of the permit have been corrected. **The notice of closure previously posted is removed by, or under the direction of,** the Health Authority shall make a re-inspection. If the applicant is found to be in compliance with the requirements of this chapter the permit shall be reinstated.~~

~~(Ord. 2803, 2001; Prior code §8 1-5).~~

8.16.060 — Permit — revocation.

~~For serious or repeated violations of any of the requirements of this chapter, or for interference with the Health Authority in the performance of his/her duties, the permit may be permanently revoked after an opportunity for a hearing has been provided by the Health Department. Prior to such action, the Health Officer shall notify the permit holder in writing, stating the reasons for which the permit is subject to revocation and advising that the permit shall be permanently revoked at the end of five (5) days following service of such notice, unless the permit holder files within the five (5) days a request for a hearing before the Board of Health. A permit may be suspended for cause pending its revocation or a hearing relative thereto.~~

~~(Ord. 2803, 2001; Prior code §8 1-6).~~

8.16.070 — Hearings.

~~The hearings provided for in this section shall be conducted by the Board of Health at a time and place designated by the Board Chair. Based upon the record of such hearing, the Board of Health shall make a finding and shall sustain, modify, or rescind any official notice or order considered in the hearing. A written report of the Board's hearing decision shall be furnished to the permit holder by the Board Health.~~

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~~(Ord. 2803, 2001; Prior code §8-1-7).~~

~~8.16.080~~—F. An establishment may be reopened pursuant to this Chapter sooner than twenty-four (24) hours after closure, if following an administrative hearing conducted by the Health Authority, it is determined that all provisions of subsection (E) of this section are satisfied.

- G. Once an establishment or operation is re-opened pursuant to this Chapter:
1. The Health Authority shall conduct additional inspections as deemed necessary to evaluate whether the plan of correction is being performed and whether any priority item violations exist;
 2. The Health Authority may require an operator to modify a plan of correction; and
 3. An establishment may be closed pursuant to this chapter again if:
 - i. Any violations of this Chapter exist; or
 - ii. The plan of correction is not being performed.

8.7.030 Inspection of ~~food manufacturing establishments~~ Wholesale Food Establishments.

- A.— At least once every **calendar** year, a **representative** of the Health Authority shall inspect each **wholesale** food ~~manufacturing~~ establishment located in the **incorporated** City of ~~Great Falls~~**limits** and shall make any additional inspections and re-inspections as are necessary for the enforcement of this ~~chapter~~. **Chapter**.
- B. The Health Authority **representative** shall have the power to enter and inspect ~~any place~~**any place** where meat, game, poultry, fish, milk, groceries, or any other food products are prepared, handled, **or** stored for public use and to inspect any vehicle transporting such products. ~~Any person who~~
- C. **Any person, or any person being owner, agent, or manager at any place food is prepared, handled, or stored, is guilty of a violation of this Chapter, if that person in any manner interferes:**
1. **Interferes**, or attempts to interfere, with the Health Authority in the discharge of duties, ~~or any person being owner, agent, or manager or any place food is prepared, handled, or stored, who refuses~~
 2. **Refuses** to permit the Health Authority to have full access to the premises, or any food products that the Health Authority desires to inspect, ~~is guilty of a violation of this chapter.~~
- ~~B.—~~D. The Health Authority shall be permitted to examine the records of the establishment to obtain pertinent information pertaining to food and supplies purchased, received, or used, ~~and~~ **and** persons employed, during operation hours, or at any other time when food preparation is being conducted.
- ~~C.—~~E. A written **or electronic** record of any inspections will be provided to the owner, agent, or manager of each establishment **and continually maintained by the Health Authority**.

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~~(Ord. 2803, 2001; Ord. 2728, 1997; Ord. 2614 §2(Exh. B), 1991; Prior code §8-1-8)~~

~~8.16.090~~ **8.7.040 Knowledge of food protection practices.**

- A.** The owner, operator, manager, and employees of any **wholesale** food ~~manufacturing~~ establishment may, at any time, be required by the Health Authority ~~of Cascade County City-County Health Department~~ to show sufficient knowledge of food:
- 1. Food** protection practices, ~~sanitation~~;
 - 2. Sanitation** practices, ~~;~~ and ~~regulation~~
 - 3. Regulation** requirements necessary to protect the public from foodborne illness.
- B.** At the option of the Health Authority, owners, operators, managers, and key food preparation personnel may be required to participate in a food safety training course and/or may be tested on their knowledge of food protection prior to the opening of any new food processing establishment or any time there is a change of ownership ~~/~~ **or** management of an existing food processing establishment, or if there is a pattern of critical item violations within an existing establishment.

~~(Ord. 2803, 2001; Ord. 2728, 1997)~~

8.7.050 Penalties.

In addition to any remedies listed in this Chapter ~~32~~:

- A.** A person owning or operating a Wholesale Food Establishment within the incorporated City limits, in violation of this Chapter, is guilty of a misdemeanor punishable by a term not to exceed six (6) months in jail, a fine not to exceed five hundred dollars (\$500.00), or both; and
- B.** A Wholesale Food Establishment operating within the incorporated City limits, in violation of this Chapter, is hereby declared a Nuisance as defined by Chapter 49 of this Title.

Chapter 8 GARBAGE AND REFUSE

Sections:

~~8.32.010 Definitions.~~

~~8.32.020 Containers—accumulation or refuse—standards generally.~~

~~8.32.030 Containers—future use of underground cans prohibited.~~

~~8.32.040 Containers—refuse—placement for collection.~~

~~8.32.050 Containers—refuse—placement for alley collection.~~

~~8.32.070 Containers—refuse—garbage wrapping requirements.~~

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- ~~8.32.080 Combustible rubbish storage.~~
- ~~8.32.090 Containers—rubbish accumulation.~~
- ~~8.32.100 Bulk handling—refuse storage.~~
- ~~8.32.120 Containers—bulk—multifamily dwelling.~~
- ~~8.32.150 Collector—littering prohibited.~~
- ~~8.32.160 Private persons transporting.~~
- ~~8.32.190 Premises maintenance—violation.~~
- ~~8.32.200 Alley maintenance.~~
- ~~8.32.220 Premises—container placement—parks and public areas.~~
- ~~8.32.240 Premises—collection—authorized.~~
- ~~8.32.270 Burning.~~
- ~~8.32.280 Construction—waste removal regulations.~~
- ~~8.32.290 Salvaging prohibited—exception with contract or permit.~~
- ~~8.32.310 Manure accumulations.~~
- ~~8.32.331 Billing charges.~~
- ~~8.32.332 Assessing delinquent charges.~~
- ~~8.32.350 Sanitation rates resolution.~~
- ~~8.32.380 Special services rate.~~
- ~~8.32.420 Exemption from service prohibited.~~
- ~~8.32.430 Contractual—license required.~~

8.328.8.010 Definitions.

- 8.8.020 Containers—accumulation or refuse—standards generally.**
- 8.8.030 Containers—future use of underground cans prohibited.**
- 8.8.040 Containers—refuse—placement for collection.**
- 8.8.050 Containers—refuse—placement for alley collection.**
- 8.8.060 Containers—refuse—garbage wrapping requirements.**
- 8.8.070 Combustible rubbish storage.**
- 8.8.080 Containers—rubbish accumulation.**
- 8.8.090 Bulk handling—refuse storage.**
- 8.8.100 Containers—bulk—multifamily dwelling.**
- 8.8.110 Collector—littering prohibited.**
- 8.8.120 Private persons transporting.**
- 8.8.130 Premises maintenance—violation.**

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- 8.8.140 Alley maintenance.
- 8.8.150 Premises—container placement—parks and public areas.
- 8.8.160 Premises—collection—authorized.
- 8.8.170 Burning.
- 8.8.180 Construction—waste removal regulations.
- 8.8.190 Salvaging prohibited—exception with contract or permit.
- 8.8.200 Manure accumulations.
- 8.8.210 Billing charges.
- 8.8.220 Assessing delinquent charges.
- 8.8.230 Sanitation rates resolution.
- 8.8.240 Special services rate.
- 8.8.250 Exemption from service prohibited.
- 8.8.260 Contractual—license required.
- 8.8.270 Out of City dumping prohibited.

8.8.010 Definitions.

~~The Pursuant to this Chapter, the following definitions of terms shall apply unless the context clearly indicates another meaning or unless elsewhere expressly stated for specific application:~~

- A. "City-owned container" means any container supplied to residential or commercial refuse generators by the City.
- B. "Compost" means the product resulting from the decomposition of leaves, straw, grasses, and other such ~~vegetable~~**organic** matter mixed or unmixed with well-rotted manure, and mixed or unmixed with ~~inorganic~~ materials ordinarily forming a part of the soil, ~~such as sand or lime, loam, and used, and usable or intended to be used as fertilizer and soil conditioner.~~
- C. "Contract collection" means engagement by the City of a private company or companies under formal agreement and definite specifications to collect and haul municipal refuse for which the contractors are paid from general public revenues or service fees collected by the City.
- D. "Disposal area" means any site, location, tract of land, area, building, structure, or premises used or intended to be used for refuse disposal.
- E. "Garbage" **or "Refuse"** means every accumulation of ~~animal, vegetable or other~~ matter that attends the preparation, consumption, decay, dealing in, or storage of meats, fish, fowl, birds, fruit, or vegetables, including the cans, containers, or wrappers ~~wasted along with such~~. **These terms also include solid materials— including but not limited to the following:**
 - 1. **Garbage cleanings;**

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2. **Industrial solid wastes or domestic solid wastes;**
 3. **Organic wastes or residue of animals sold as meat;**
 4. **Fruit or other vegetables or animal matter from kitchens or dining rooms;**
 5. **Wasted material from food establishments; or**
 6. **Any places dealing in or handling meat, fowl, fruits, grain or vegetables, offal, animal excreta or the carcasses of animals, brick, plaster, or other waste matter resulting from the demolition, alteration or construction of buildings or structures; accumulated waste material, cans, containers, tires, junk, or other such substances which may become a Nuisance.**
- F. "Manure" means the accumulation of animal or fowl droppings with or without added decomposable materials such as straw, grasses, or leaves, ~~and~~ exclusive of human excrement.
- G. "Municipal collection" means performance of collection operations under direction of a regular municipal department or official.
- H. "Owner/occupant" means the person occupying a dwelling or unit, or the person owning, operating, managing or keeping ~~any hotel, apartment house, rental unit, mobile home, boardinghouse, trailer camp, auto court, food establishment, industrial establishment, commercial establishment, business establishment, school, church, or institution or premises wherein or whereon refuse accumulates or is likely to accumulate,~~ **or keeping any:**
1. **Hotel;**
 2. **Apartment house;**
 3. **Rental unit;**
 4. **Mobile home;**
 5. **Boarding house;**
 6. **Trailer camp;**
 7. **Auto court;**
 8. **Food establishment;**
 9. **Industrial establishment;**
 10. **Commercial establishment;**
 11. **Business establishment;**
 12. **School;**
 13. **Church; or**
 14. **Institution or premises wherein or whereon refuse accumulates or is likely to accumulate.**
- I. "Private collection" means collection by licensed individuals or companies of refuse materials from private properties, pursuant to arrangements made directly between the owner or occupant of the premises and the collector.

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- J. "Rack" means any type of support which will hold refuse containers upright and protect the contents from being scattered by animals or the wind.

~~"Refuse" means any waste products solid or having the character of solids rather than liquid in that it will not flow readily without additional liquid and which is composed wholly or partly of such materials as garbage cleanings, trash, rubbish, litter, industrial solid wastes or domestic solid wastes; organic wastes or residue of animals sold as meat, fruit or other vegetables or animal matter from kitchens, dining rooms, markets, food establishments or any places dealing in or handling meat, fowl, fruits, grain or vegetables; offal, animal excreta or the carcasses of animals, brick, plaster or other waste matter resulting from the demolition, alteration or construction of buildings or structures; accumulated waste material, cans, containers, tires, junk, or other such substances which may become a nuisance.~~

- K. "Refuse collector" means the person, firm, agency ~~or~~, public body, or employee or agent thereof who is ~~or intends to be~~ engaged in the collection and/or transportation of refuse in any part of the City **that is either properly licensed pursuant to OCCGF Title 5 or has written permission from the Public Works Director or designee to engage in such collection or transportation.**

- L. "Refuse container" means any container supplied to refuse generators by an authorized collector which are approved by the ~~Director of~~City Public Works **Director.**

- M. "Refuse disposal" means the complete process required for the disposal of any refuse and includes all tools, equipment, treatment spaces, buildings, structures, appurtenances, and materials required to take refuse from a refuse collector and bury, incinerate, destroy, or otherwise dispose of such refuse.

- N. "Rubbish" means ~~wood,~~**accumulation of any of the following:**

1. **Wood and** leaves, ~~trimmings;~~
2. **Trimmings** from shrubs, ~~dead;~~
3. **Dead** trees or branches,; shavings, **and** sawdust, ~~excelsior, woodenware, dodgers, printed;~~
4. **Wood shavings;**
5. **Woodenware;**
6. **Printed** matter, **including** paper, paperboard, **and** pasteboard, ~~packing;~~
7. **Packing** crates and pasteboard boxes, ~~grass;~~
8. **Grass and** roots, ~~straw, wearing;~~
9. **Straw;**
10. **Wearing** apparel, ~~soil;~~
11. **Soil**, earth, sand, clay, gravel, loam, ~~stone;~~
12. **Stone**, bricks, plaster, crockery, glass, **and** glassware, ~~ashes;~~
13. **Ashes**, cinders, shell, **and** metals, ~~and all;~~ **or**
14. **All** other materials not included under the term "garbage."

- O. "Salvage operation" means any operation carried on by a person, firm ~~or~~, corporation, **or other entity** for the express purpose of reclaiming for value a portion of a substance,

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material, or goods prior to or as a part of the refuse disposal process by sorting, segregation, or other manual or mechanical means.

- P. "Transportation of refuse" means the hauling in bulk or in refuse containers to the designated disposal area or transfer station.

~~(Ord. 2449 §1(part), 1987).~~

- Q. "Commercial collection" means collection from businesses and multifamily **dwelling** units containing two (2) or more separate dwellings.
- R. "Residential collection" means collection from all single-family dwellings.
- S. "Yard waste" means grass clippings, leaves, trimmings from shrubs and trees, and vegetable and flower garden plants.

~~(Ord. 2728, 1997)~~

- T. **"Winter months' traveler" means a residential property owner who temporarily leaves his or her primary residence for a period of time during the months of November through April, often referred to as "snowbird".**

8.328.020 Containers—accumulation or refuse—standards generally.

The standards and requirements set out in ~~Sections~~**OCCGF sections 8.328.030 through 8.328.120** are established as a minimum for the accumulation and storage of refuse pending collection.

~~(Ord. 2449 §1(part), 1987).~~

8.328.030 Containers—future use of underground cans prohibited.

~~From and after November 1, 1972, underground containers shall not be used; provided, however, such containers in use at that time may continue to be used until changed by occupant.~~

~~(Ord. 2449 §1(part), 1987).~~

8.32 Underground containers are prohibited.

8.8.040 Containers—refuse—placement for collection.

- A. Residential refuse and garbage generators equipped with City-owned rollout containers shall place refuse and garbage containers on the scheduled collection days at the ~~curbline~~**curb-line** in front of ~~their residences.~~**the premises.**
- B. Containers shall not be placed for collection before 6:00 p.m. on the day preceding the day of collection, and after the containers are emptied they shall be removed from the ~~curbline~~**curb-line** on the day of collection. It shall be the duty of the owner ~~or~~ occupant to provide and maintain accessibility to any and all containers.

~~(Ord. 2449 §1(part), 1987).~~

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8.328.050 Containers—refuse—placement for alley collection.

City-owned containers shall be distributed and positioned as approved by the ~~director of public works.~~ **City Public Works Director or designee.** Containers serving more than one ~~(1) residence~~ **property or dwelling unit** shall be positioned along the rear or side alley in a manner to facilitate efficient collection and accessibility for refuse and garbage generators and City refuse and garbage collection. It shall be the duty of the **property owner/occupant** to provide and maintain accessibility to any and all containers.

~~(Ord. 2449 §1(part), 1987).~~

8.32-0708.060 Containers—refuse—garbage wrapping requirements.

All garbage placed in residential refuse containers shall be wrapped with paper or plastic. It is prohibited to place the following materials in a City-owned container:

- A.— Large limbs or trimmings that do not allow the container lid to close;
- B.— ~~Liquids;~~ **Hazardous liquids;**
- C.— Large construction, demolition or remodeling debris;
- D.— Concrete, dirt or plaster;
- E.— Appliances or other furniture that will not allow the lid to close;
- F.— Hot ashes; **and**
- G.— Dead animals or parts thereof;
- H.— ~~Yard waste including grass clippings.~~

~~(Ord. 2449 §1(part), 1987)..~~

8.32-0808.070 Combustible rubbish storage.

Whenever combustible rubbish is held and stored within any industrial, commercial, or business structure, it must be stored in a manner acceptable to the Fire Marshall.

~~(Ord. 2449 §1(part), 1987).~~

8.32-0908.080 Containers—rubbish accumulation.

- A. Ordinary accumulations of rubbish between collections may be placed at the designated collection place in any container of size and shape **so as to be** easily lifted, **no larger than 32 gallons**, secured against the wind, and handled without spillage by the collector.
- B. Extraordinary accumulations of rubbish shall be placed for collection in appropriate containers. Tree trimmings may be placed for collection outside of a container, provided such trimmings are secured in bundles ~~of convenient size and~~ **that do not exceed seventy-five (75) pounds in weight** and do not exceed four (4) feet in length.
- C. Grass clippings shall be placed in substantial containers **or bags** that can be collected without spillage— **or in a manner so as to not prevent a City container from closing.**
- D. Wetted down ashes shall be placed only in easily lifted metal containers with covers.

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- E. Other waste material shall be ~~in sturdy, well built~~ **placed in** containers which will not break, fall apart, rip or tear while being handled by the collector, or shall be secured in neat bundles, easily handled by the collector and shall not exceed four (4) feet in length.

~~(Ord. 2449 §1(part), 1987).~~

8.32-1008.090 Bulk handling—refuse storage.

Bulk handling or storage of refuse of any character shall be subject to review by the City **Public Works Director or designee**, and the owner or occupant of any industrial, commercial, or business establishment shall make such provisions as required for the sanitary and safe storage and collection of such refuse as may be produced in bulk.

~~(Ord. 2449 §1(part), 1987).~~

8.32-1208.100 Containers—bulk—multifamily dwelling.

- A. For multifamily dwellings containing four ~~(4)~~ or more separate dwelling units, bulk containers of a minimum one-half-cubic-yard **or ninety-six (96) gallon** capacity shall be required ~~per dwelling unit~~.
- B. For commercial or industrial establishments, bulk containers shall generally be required unless the amount of refuse generated warrants special consideration by the City ~~Public Works Director or designee~~. Bulk containers shall be supplied **by the City** and shall be in accordance with requirements ~~outlined in Sections~~ **provided by sections 8.328.040 through 8.328.050**.

~~(Ord. 2449 §1(part), 1987).~~

8.32-1508.110 Collector—littering prohibited.

- A. The collector shall not litter any premises or public property while making collections of refuse, nor shall any refuse be allowed to blow or fall from collection vehicles; ~~however, if~~.
- B. **If** in spite of normal precautions against spillage, litter is made on any premises or public property, the collector shall immediately ~~remove same and clear up~~ the area of spillage. The collector shall not be responsible to clear up the area of spillage when refuse has been carelessly spilled by the owner ~~or~~ occupant. **The** City Sanitation Officer shall be notified to enforce correct litter accumulation requirements.

~~(Ord. 2449 §1(part), 1987).~~

- C. **A violation of the Section is a misdemeanor punishable by a fine not to exceed five-hundred dollars (\$500.00), a term not to exceed six (6) months in jail, or both**

8.32-1608.120 Private persons transporting.

Private persons who transport any refuse or yard waste shall take action to prevent any spillage. Should any spillage accidentally occur, the transporter will immediately clean the area.

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~~(Ord. 2728, 1997; Ord. 2449 §1(part), 1987).~~

8.32-1908.130 Premises maintenance—violation.

- A.** It shall be the duty of every **property** owner/occupant to maintain the premises, equipment, containers, and disposal areas owned or used in compliance with all the requirements of this chapter and all of the applicable provisions of this Code and violation is a public nuisance **Chapter**.

~~(Ord. 2728, 1997; Ord. 2449 §1(part), 1987).~~**B.** A violation of this section is a misdemeanor punishable by a term not to exceed six months in jail, a fine not to exceed five hundred dollars (\$500.00), or both.

- C.** Any premises where a violation of this section is occurring is hereby declared a Nuisance as defined by Chapter 49 of this Title.

8.32-2008.140 Alley maintenance.

All persons owning, occupying, or being in control of property fronting on any alley of ~~this~~**the** City shall keep the portion of the alley between the centerline thereof and the property line of such property and fronting on such property, free from garbage, rubbish, weeds, or any other combustible material.

~~(Ord. 2728, 1997; Ord. 2449 §1(part), 1987).~~

8.32-2208.150 Premises—container placement—parks and public areas.

Containers shall be placed by the owner/ or occupant in a place or manner approved by the **City Public Works** Sanitation Division. The Sanitation Division may also place containers in parks, recreation areas, places of public assembly, and along public rights-of-way as may be required or desirable.

~~(Ord. 2449 §1(part), 1987).~~

8.32-2408.160 Premises—collection—authorized.

- A.** Every tenant, lessee, occupant, keeper or **property** owner of the places or occupancies referred to in this ~~chapter~~**Chapter** shall be responsible for the regular collection of garbage from the places of occupancy by authorized collectors. No person shall permit the removal of any refuse except in an approved manner or by an authorized collector.

~~(Ord. 2449 §1(part), 1987).~~

- B.** A violation of this section is a misdemeanor punishable by a term not to exceed six months in jail, a fine not to exceed five hundred dollars (\$500.00), or both.

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- C. Any premises where a violation of this section is occurring is hereby declared a Nuisance as defined by Chapter 49 of this Title.**

8.32-2708.170 Burning.

- A.** The burning of refuse is prohibited.

~~(Ord. 2449 §1(part), 1987).~~

- B. A violation of this section is a misdemeanor punishable by a term not to exceed six months in jail, a fine not to exceed five hundred dollars (\$500.00), or both.**

8.32-2808.180 Construction—waste removal regulations.

- A.** Each person, building contractor, construction contractor, or subcontractor, engaged in the construction ~~or~~, **landscaping**, repair, or demolition of any building ~~or~~, structure, **property**, or part thereof, shall take measures to prevent waste matter or rubbish from accumulating on any ~~street~~:

1. **Street**, alley, or gutter, ~~park, sidewalk~~;
2. **Park**;
3. **Sidewalk** curbing, or curb space, ~~any~~;
4. **Any** public way; or ~~any~~
5. **Any** privately ~~owned~~ premises.

- B.** Any refuse, waste matter or rubbish shall be cleaned up, and removed from a work site, and disposed of in a sanitary manner.

~~(Ord. 2728, 1997; Ord. 2449 §1(part), 1987).~~

- C. A violation of this section is a misdemeanor punishable by a term not to exceed six months in jail, a fine not to exceed five hundred dollars (\$500.00), or both.**

8.32-2908.190 Salvaging prohibited—~~exception with contract or permit.~~

- A.** No person may pick over, sort, segregate, or salvage any refuse deposited in an authorized disposal area, refuse container or refuse pile ~~except as authorized by contract.~~

- B. A violation of this section is a misdemeanor punishable by a term not to exceed six months in jail, a fine not to exceed five hundred dollars (\$500.00), or ~~permit~~ both.**

~~(Ord. 2449 §1(part), 1987).~~

8.32-3108.200 Manure accumulations.

- A.** All manure resulting from keeping of any animal, fowl, livestock, or game in the City shall be accumulated in sanitary flyproof containers and collected and disposed of in an approved manner.

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~~(Ord. 2728, 1997; Ord. 2449 §1(part), 1987).~~

- B. A violation of this section is a misdemeanor punishable by a term not to exceed six months in jail, a fine not to exceed five hundred dollars (\$500.00), or both.**
- C. Any premises where a violation of this section is occurring is hereby declared a Nuisance as defined by Chapter 49 of this Title.**

8.32-3318.210 Billing charges.

- A.— The City may make monthly billings for the costs of sanitation service. The cost of sanitation services including collection, refuse reduction, or shredding and disposal of garbage from the streets, alleys, and private premises of the City, shall be charged to the owner **or tenant** of the property from which such garbage is removed.
- B.— Payment shall be made ~~at~~ **to the Finance Department** within fifteen ~~(15)~~ **calendar** days after the billing date. If payment is not made, such costs may be assessed against the property **or referred to a debt collection service.**

~~(Ord. 2728, 1997; Ord. 2506 §1, 1988).~~

- C. One-time garbage service, extra pick-ups, dumpster rental fees, appliance fees, and monthly recurring commercial service will be billed through Miscellaneous Billing, not Utility Billing. Payment is due fifteen calendar days after the billing date. If payment is not made, such costs may be assessed against the property or referred to a debt collection service.**

8.32-3328.220 Assessing delinquent charges.

The City may include sanitation charges as part of the annual resolution assessing delinquent accounts. The resolution shall provide ~~property owners name; property owners mailing address; street address; legal description; and parcel number of the property in question.:~~

~~(Ord. 2728, 1997)~~**A. The property owner's name;**

- B. The property owner's mailing address;**
- C. Street address;**
- D. Legal description;**
- E. Parcel number of the property in question; and**
- F. The amount of late payment fees.**

8.32-3508.230 Sanitation rates resolution.

- A.— The City Commission shall, following a public hearing, adopt a resolution establishing sanitation rates as ~~they determine~~ **determines** necessary to defray the cost of sanitation services for the fiscal year.

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B.—It shall be the duty of the ~~Fiscal Control~~**Finance** Department, before the passage of the resolution fixing the sanitation rates, to publish in ~~the official paper~~ **a newspaper of general circulation and on the City website**, a notice of public hearing on the rate resolution. The notice shall ~~include the time and place the resolution will come up for hearing.~~

~~(Ord. 2728, 1997; Ord. 2449 §1(part), 1987).~~ **comply with all state and federal public notice requirements.**

~~8.32-3808.240~~ **Special services rate.**

A special services rate will be established each year to recover the costs of handling garbage outside of containers. These costs ~~are to~~**shall be billed monthly as incurred** to each **property owner/ or occupant** on the basis of additional time spent at the pickup site. ~~No charges will be made~~**Large accumulation of material placed for special services requiring less collection may be charged to the customer if it takes longer than three (3) two minutes provided, acceptable refuse containers are in use. Where inadequate containers are provided, as determined by the Sanitation Division, to collect the three-minute exception will not apply material.**

~~(Ord. 2728, 1997; Ord. 2449 §1(part), 1987).~~

~~8.32-4208.250~~ **Exemption from service prohibited.**

- A. It is declared that it is in the interest of good health and sanitation that all premises in the City ~~should~~**shall** receive sanitation service. ~~No~~**Unless otherwise provided by this section, no** service exemption shall be made. ~~Owner/~~
- B. **Owners or** occupants receiving private collection under a City license or permit shall be exempt from City collection charges unless such owner/ **or** occupant uses a City container, in which case the owner/ **or** occupant shall be charged for so long as such use continues.
- C. Charges for refuse disposal shall be made against all lots wherein or whereon refuse accumulates or is likely to accumulate. **If the City determines that water service to a property is active, refuse is likely to accumulate, and sanitation service is required, no service exemption shall be provided, unless otherwise provided by this section.**

~~(Ord. 2507 §1, 1988; Ord. 2449 §1(part), 1987).~~

- D. **A temporary suspension of sanitation services may be provided to a winter months' traveler at the traveler's primary residence only. This suspension of service is allowed for a minimum of 2 months and a maximum of 6 months between the months of November and April. Stop and start dates are required to be provided to the City Finance Department. If the City determines that refuse is being generated, service will be re-started immediately to include monthly collection fees.**

~~8.32-4308.260~~ **Contractual—license required.**

- A.— No person shall engage in the business of collecting ~~and/or~~ removing refuse from any business establishment or private ~~dwelling~~**premises** in the City without first ~~obtaining a City license or applicable certificate.~~ **complying with all licensing provisions established by OCCGF Title 5.**

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B.—No owner/occupant or private individual not in the business of collecting and removing refuse shall cause same to be removed from a business establishment or private dwelling in the City except by licensed collector. **A violation of this section is a misdemeanor punishable by a term not to exceed six months in jail, a fine not to exceed five hundred dollars (\$500.00), or both.**

(Ord. 2728, 1997; Ord. 2449 §1(part), 1987).

Chapter 36 — GARBAGE AND REFUSE — DISPOSAL AREAS ⁽²⁾

Sections:

8.36.010 Standards.

8.36.020 Scavenging or salvaging—authorization required.

8.36.030 Disposing in unauthorized areas prohibited.

8.36.040 Fees.

8.368.8.270 Out of City dumping prohibited.

- A. It is unlawful for any person, not residing in the incorporated City limits, to transport garbage or refuse into the incorporated City limits for placement in City-owned, or City-provided, containers.
- B. A violation of this section is a misdemeanor punishable by a term not to exceed six months in jail, a fine not to exceed five hundred dollars (\$500.00), or both.

Chapter 9 GARBAGE AND REFUSE DISPOSAL AREAS

Sections:

8.9.010 Standards.

8.9.020 Scavenging or salvaging—authorization required.

8.9.030 Disposing in unauthorized areas prohibited.

8.9.040 Fees.

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8.9.010 Standards.

The ultimate means of disposal of all refuse shall be by landfilling. All disposal operations shall conform to current and accepted principles **and regulations** for the operation as approved or adopted by federal, ~~State~~, and local regulatory agencies.

~~(Ord. 2728, 1997; Ord. 2450 §1(part), 1987: prior code §8-6-1).~~

~~8.36.9.020~~ **Scavenging or salvaging—authorization required.**

- A. No person shall remove or take away from any City disposal area any soil, manure, refuse, or material of any nature ~~whatsoever~~ unless specific authorization in writing to do so is obtained from the ~~appropriate department~~ **City Public Works Department**.

~~(Ord. 2728, 1997; Ord. 2450 §1(part), 1987: prior code §8-6-2).~~

~~8.36B.~~ **A violation of this section is a misdemeanor punishable by a term not to exceed six months in jail, a fine not to exceed five hundred dollars (\$500.00), or both.**

8.9.030 Disposing in unauthorized areas prohibited.

- A. It is unlawful for any person to dispose of any manure, garbage, refuse, or other material on property within the **incorporated City limits**, other than **in** disposal areas established to receive that particular substance.

~~(Ord. 2728, 1997; Ord. 2450 §1(part), 1987: prior code §8-6-3).~~

~~8.36B.~~ **A violation of this section is a misdemeanor punishable by a term not to exceed six months in jail, a fine not to exceed five hundred dollars (\$500.00), or both.**

- C. **Any property where a violation of this section is occurring is hereby declared a Nuisance as defined by Chapter 49 of this Title.**

8.9.040 Fees.

~~There shall be charged fees as defined in this section for disposal of refuse on any designated disposal area:~~

- A. ~~Any person, firm or, corporation, or other entity shall be entitled to dispose of refuse on any disposal area owned by the City and so, designated for public use, upon payment of fees to the City as shall from time to time be established.~~

~~B. The appropriate Department shall from time to time determine the costs encountered in handling refuse at City disposal site. The City by Commission shall enact by resolution such disposal fees as they may determine necessary to recover such disposal costs as provided in 8.32.350.~~

~~(Ord. 2728, 1997; Ord. 2450 §1(part), 1987: prior code §8-6-5).~~

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FOOTNOTE(S):

~~(2)~~

For provisions on refuse collector licensing, see Ch. 5.01 of this Code. [Back](#)

Chapter ~~40~~10 SWIMMING POOLS

Sections:

~~8.40.010 Definitions.~~

~~8.40.020 Protective barrier—required.~~

~~8.40.040 Protective barrier—inspection of swimming pools.~~

~~8.40.055 Adopted by reference—swimming pool and spa closure policy.~~

8.10.010 Definitions.

8.10.020 Protective barrier—required.

8.10.030 Protective barrier—inspection of swimming pools.

8.10.040 Adopted by reference.

~~8.40~~**8.10.050 Discharges subject to approval.**

8.10.010 Definitions.

A.—For the purpose of this chapter**Chapter**, the following ~~terms~~**definitions** shall be construed to have the meanings given them in this section**apply**:

- A. "Private swimming pool" includes all artificially constructed pools which are used in connection with, and appurtenant to—a, single-family residence**residences** and **are not** available only to the family of the householder or his private guests**public**.
- B. "Semiprivate pool" includes all artificially constructed pools which are used in connection with multiple family or cooperative groups (such as apartments, motels, or subdivisions) and available only to such groups and their private guests but not available to the general public.

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- C. "Swimming pool" means an artificial pool of water, including all appurtenances to its use, and used for swimming or recreational bathing.

~~B. Other terms shall be construed in their normal and ordinary use and sense. Technical terms shall be construed with the meaning accorded them by the Health Department of this and other cities concerning swimming pools.~~

~~(Prior code §4-12-1).~~

~~8.40.10.020~~ **Protective barrier—required.**

~~The~~**All swimming pool areas** shall be enclosed by a substantial protective ~~barrier~~**barriers** which shall be adequate and sufficient to prevent persons, ~~children,~~ or animals from danger or harm and shall be equipped with a self-closing, self-latching lock gate.

~~(Prior code §4-12-2(part)).~~

~~8.40.040~~**10.030** **Protective barrier—inspection of swimming pools.**

The ~~building inspector is herewith~~**Building Official, or designee, is** empowered with the authority to inspect any and all swimming pools within the City to ~~determine whether or not there is a good and sufficient barrier as defined in Section 8.40.020~~**compliance with this Chapter.**

~~(Prior code §4-12-2(B)).~~

~~8.40.055~~**10.040** **Adopted by reference—swimming pool and spa closure policy.**

~~The City~~**In addition to any regulations pursuant to this Chapter, the City** adopts, by reference, ~~the City-County Health Department Swimming Pool and Spa Closure Policy. A copy of the policy shall~~**Montana Code Annotated and ARM swimming pool regulations as may be filed with the City Clerk. amended.**

~~(Ord. 2728, 1997)~~

8.10.050 **Discharges subject to approval.**

All discharges to the City Publicly Owned Treatment Works or storm drain from swimming pools are subject to review and written approval by the Public Work Director.

Chapter 4411 WEEDS

Sections:

8.11.010 Nuisance Weeds—defined.

8.11.020 Nuisance Weeds prohibited.

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8.11.030 Violation—Public Works Director to serve notice.

8.11.040 Assessing delinquent charges.

8.11 Sections:

~~8.44.010 Nuisance weeds—defined.~~

~~8.44.020 Nuisance weeds—deemed a nuisance.~~

~~8.44.040 Violation—Public Works Director to serve notice.~~

~~8.44.050 Violation—notice procedure.~~

~~8.44.060 Assessing delinquent charges.~~

8.44.010 Nuisance ~~weeds~~Weeds—defined.

"Nuisance ~~weeds~~Weeds" are all weeds, grass, and ~~uncared for~~unmaintained vegetation growing to a height in excess of eight (8) inches on premises located within the City.

~~(Ord. 2432 (part), 1986; Ord. 1857 §2(part), 1975; prior code §9-9-1).~~

8.44.11.020 Nuisance ~~weeds—deemed a nuisance~~Weeds prohibited.

- A. ~~It is a public offense punishable under the general penalty provided in Chapter 1.4.070, and it is a nuisance,unlawful~~ for any person, firm or, corporation to maintain, cause, permit, or suffer any growth of nuisance weeds~~other ownership entity to allow Nuisance Weeds~~, as defined in Section 8.44.010~~this Chapter~~, to exist in or upon any premises ~~in~~within the incorporated City ~~owned~~limits.
- B. **A violation of this section is a misdemeanor punishable by such person, firm, a term not to exceed six months in jail, a fine not to exceed five hundred dollars (\$500.00), or corporation, or upon the boulevards or the one-half (½)both.**
- C. **Any property where a violation of this section is occurring is hereby declared a Nuisance as defined by Chapter 49 of any public roads, streets, or alleys adjacent theretothis Title.**

~~(Ord. 2432 (part), 1986; Ord. 1857 §2(part), 1975; prior code §9-9-2).~~

8.44.040~~11.030~~ Violation—Public Works Director to serve notice.

- A.— It shall be the duty of the Public Works Director or ~~authorized representative~~designee to enforce the provisions of this ~~chapter, and upon~~Chapter.

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- B. Upon a determination that a violation of this ~~chapter~~ **Chapter** exists, the **Public Works Director or designee** shall ascertain the name and mailing address of the owner of the premises and the description of the premises where the violation exists. The name and mailing address of the owner may be obtained from the current assessment list maintained by the office of the Cascade County ~~assessor~~. ~~Written notice of violation shall be served upon the owner directing that the nuisance weeds shall be cut and removed from the premises within seven (7) days or the following action will be taken: The City will cause the nuisance weeds to be removed, with the cost thereof to be charged against the owner.~~ **Clerk and Recorder.****
- ~~B.~~ **C. Written notice of violation shall be served upon the owner, by regular mail and posting on the premises, directing that the Nuisance Weeds be cut or removed from the premises within seven calendar days from the date of the written notice, or the following action will be taken:**
- 1. The City may cause the Nuisance Weeds to be removed, with the cost thereof to be charged against the owner;**
 - 2. The City may file criminal proceedings pursuant to this Chapter; or**
 - 3. The City may proceed with Nuisance abatement proceedings pursuant to Chapter 49 of this Title.**
- D.** Payment shall be made at the ~~Fiscal Services~~ **Finance** Department within fifteen ~~(15)~~ **calendar** days after the billing date. If payment is not made, such costs ~~can~~ **may** be assessed against the property.

~~(Ord. 2728, 1997; Ord. 2432 (part), 1986; Ord. 1857 §2(part), 1975; prior code §9-9-3).~~

8.44.050 — Violation — notice procedure.

~~Notice of violation shall be made by either:~~

- ~~A. Posting a copy of the notice on the premises; or~~
- ~~B. Mailing a copy of the notice to the owner by first-class United States mail. The notice shall be deemed complete on the day the notice is posted or mailed.~~

~~(Ord. 2432 (part), 1986; Ord. 1857 §2(part), 1975; prior code §9-9-4).~~

8.44.060

8.11.040 Assessing delinquent charges.

The City may include weed removal as part of the annual resolution assessing delinquent accounts. The resolution shall provide ~~the property owners name; property owners mailing address; street address; legal description; and parcel number of the property in question.:~~

- A. The property owner's name;**
- B. The property owner's mailing address;**
- C. The property street address;**
- D. The property legal description; and**

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- E. Parcel number of the property in question.

Chapter 12 TATTOOING AND BODY-PIERCING ESTABLISHMENTS

Sections:

8.12.010 ARM compliance.

8.12.010 ARM compliance.

All tattooing and body-piercing establishments as defined by Mont. Code Ann. § 50-48-102, as may be amended, which operate within the incorporated City limits, shall comply with the OCCGF and all applicable ARM regulations as may be amended.

Chapter 13 TOURIST CAMPGROUNDS AND TRAILER COURTS

Sections:

8.13.010 ARM and Code Compliance.

8.13.010 ARM and Code compliance.

All tourist campgrounds and trailer courts as defined by Mont. Code Ann. § 50-52-101, as may be amended, which operate within the incorporated City limits, shall comply with the OCCGF and all applicable ARM regulations as may be amended.

Chapter 14 CHILD CARE FACILITIES

Sections:

8.14.010 Purpose.

8.14.020 State rules adopted.

8.14.030 Definitions.

8.14.040 Licensing and certification.

8.14.050 Water and sanitation service.

8.14.060 Health safety measures.

8.14.070 Food safety measures.

8.14.080 Cleaning and sanitizing.

8.14.090 Diapering and infant care.

8.14.100 Inspections.

8.14.110 Closure.

8.14.010 Purpose.

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The purpose of this Chapter is to prevent and eliminate conditions and practices which endanger public health in childcare facilities.

8.14.020 State rules adopted.

Unless otherwise specified in this Chapter, childcare facilities including drop-in facilities which operate in the incorporated city limits shall comply with the Administrative Rules of Montana, as authorized by Montana Code Annotated, as may be amended, concerning child care facilities.

8.14.030 Definitions.

Unless otherwise specified in this Chapter, the following definitions shall apply:

- A. "Childcare facility" means a person, association, or place, incorporated or unincorporated, that provides day care on a regular basis, or a place licensed or registered to provide day care on an irregular basis.
- B. "Critical violation" means a high-risk violation in any of the following categories that can adversely affect public health, or does not sufficiently prevent the spread of communicable disease:
 - 1. Health: exclusion or isolation of ill children and staff; onsite CPR/First Aid certified staff; proper medication administration and storage; immunized children and staff; handling and cleaning of laundry; sufficiently stocked first aid kit;
 - 2. Sanitation: cleaning and sanitizing of toys, surfaces, and facility; safe food service; adequate hand washing; approved diapering procedure or area.
 - 3. Water/Wastewater: adequate and safe water supply; proper sewage disposal.
- C. "Drop-in facility" means a facility that meets all of the following criteria:
 - 1. It is not licensed or registered by the state;
 - 2. It offers unscheduled care where the parent/guardian is not on the same premises; and
 - 3. It has the primary function of providing childcare.
- D. "Premises" or "facility" means the facility and the property immediately adjacent to it.
- E. "Department" means the Cascade County City-County Health Department.

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8.14.040 Licensing and certification.

- A. Drop-in childcare facilities shall satisfy the following licensing and certification criteria:**
 - 1. Obtain a license through Department of Public Health and Human Services Quality Assurance Division and operate in compliance with ARM, Title 37, Chapter 95; or**
 - 2. Contact the Cascade City-County Health Department (Department) for a certification inspection as an unlicensed drop-in childcare facility; and**
 - 3. Obtain and maintain a valid Safety Inspection Certificate pursuant to OCCGF Title 5.**
- B. Drop-in childcare facilities that choose not to license must have a certification inspection annually by Cascade City-County Health Department.**
- C. The drop-in childcare facility shall pay the applicable fees pursuant to Mont. Code Ann. § 52-2-735(5), as may be amended, per inspection.**
- D. If the Department determines that the drop-in childcare facility meets the requirements in this Chapter, and the facility has paid all fees, a certificate shall be issued to the facility valid through the end of the following calendar year.**
- E. The drop-in childcare facility shall post all certificates and licenses in a location visible to the public.**

8.14.050 Water and sanitation service.

All water and sanitation services provided to childcare facilities shall comply with applicable state and federal regulations. Additionally, water and sanitation services shall comply with all applicable provisions of the OCCGF. All discharges to the City Publicly Owned Treatment Works or storm drain from childcare facilities are subject to review and written approval by the Public Work Director.

8.14.060 Health and safety measures.

Unless otherwise determined to be in the best interest of child safety, as determined by the Department, all childcare facilities shall comply with the following health and safety measures:

- A. Unless otherwise protected by federal HIPAA regulation, all childcare facilities shall safeguard children's health against infectious disease by obtaining an emergency card and health history form as provided by ARM § 37.95.1130, as may be amended.**

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- B. All facilities shall exclude children from the facility if they have the following symptoms upon arrival, during attendance, or in the 24 hours prior to arrival as indicated in the general health statement from the parent/guardian:**
- 1. A fever greater than one-hundred-one (101) degrees Fahrenheit;**
 - i. Vomiting;**
 - ii. Diarrhea;**
 - iii. A bacterial infection such as strep throat, scarlet fever, impetigo, conjunctivitis, or a skin infection unless prescribed and taking antibiotics for 24 hours prior;**
 - iv. Chickenpox with active sores;**
 - v. Jaundice;**
 - vi. Uncontrollable coughs and sneezes, difficulty breathing, stiff neck, poor food or fluid intake; or**
 - vii. Other signs of severe or contagious illness.**
- C. Health and contact information must be reviewed and kept current to the Department's satisfaction.**
- D. All facilities must maintain a register for at least one calendar year containing the following:**
- 1. The child's name;**
 - 2. A parent or guardian's name;**
 - 3. A parent or guardian's phone number; and**
 - 4. A parent or guardian's mailing address.**
- E. If children develop symptoms of illness while at the facility, they must be isolated in an area other than the kitchen and the parent or guardian immediately contacted to remove his or her child from the facility.**
- F. Only medications supplied by the parent or guardian with written consent may be administered. Medications must be in original packaging, labeled with the child's name, and have instructions for administration stored with the medication. Medication must be securely stored where children cannot access it.**
- G. At least one staff member on site, during operation, must be certified in First Aid and CPR. Documentation of said certification must be on site.**
- H. The following emergency telephone numbers must be posted by a facility phone:**
- 1. Poison Control;**

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2. **Great Falls Fire Rescue Department;**
 3. **Great Falls Police Department; and**
 4. **911 emergency dispatch.**
- I. **Staff health must be ensured by satisfying the following criteria:**
1. **Excluding staff with symptoms listed in subsection (B) of this section;**
 2. **Having records on site that demonstrate staff members have current tetanus and MMR vaccinations.**
- J. **At least one first aid kit must be maintained at all facilities and include without limitation the following items:**
1. **Sterile bandages;**
 2. **A cold pack;**
 3. **Scissors;**
 4. **Tape and band-aids;**
 5. **Tweezers; and**
 6. **Disposable gloves; and**
 7. **Poison control telephone number posted with the kit.**
- K. **Thirty-five (35) square feet of indoor play space must be provided per child not including the kitchen, bathroom, or storage areas, other square footage may be approved by the Department with good cause shown.**

8.14.070 Food safety measures.

- A. **Unless otherwise specified in this section, all childcare facilities shall comply with all applicable ARM food safety regulations.**
- B. **The following residential equipment may be used in place of commercial equipment, if said equipment satisfies the listed criteria:**
1. **Refrigerators able to maintain forty-one (41) degrees Fahrenheit, or colder;**
 2. **Freezers able keep food frozen;**
 3. **Dishwashers able to provide a sanitizing cycle capable of reducing pathogens by 99.9% through an uninterrupted heated dry cycle, heated rinse cycle, or chemical sanitizing cycle with 50-100ppm chlorine;**

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- 4. **Cooking and heating equipment able to achieve required food temperatures and comply with all applicable OCCGF provisions; and**
- 5. **A designated hand-sink separate and apart from that used for the bathrooms, bathing, and diapering.**
- d. **A three-compartment sink or dishwasher is not required, if a two-compartment sink is available with an extra bin large enough to sanitize dishes that are washed manually.**

8.14.080 Cleaning and sanitizing.

- A. **Bathrooms must be cleaned daily with a germicidal cleaner.**
- B. **All general surfaces such as tables and chairs must be sanitized daily with 50-100ppm chlorine or other chemical approved by the Department.**
- C. **All toys, play surfaces, and manipulatives must be sanitized at least once weekly with ¼ cup bleach to one gallon of water, be rinsed and then air dried. If these items are mouthed, they must be pulled from use and sanitized as described in this section before they can be used again.**
- D. **If nap mats are available, they must be cleanable and non-absorbent and sanitized after each use with ¼ cup bleach to one gallon of water.**
- E. **If any blankets, pillows, or other bedding items are used on site, they must be washed after use by one child and before use by another child. If they are washed on site, they must be laundered in a machine able to reach one-hundred-forty (140) degrees Fahrenheit initial wash temperature and tumbled dry in a heated cycle or laundered by a commercial laundry service.**
- F. **Surfaces in all childcare facilities must be cleanable and in good repair. Areas that are subject to high-moisture or constant cleaning must be non-absorbent and able to maintain Department satisfactory condition under normal use and required cleaning.**

8.14.090 Diapering and infant care.

- A. **If cribs are used, they must be cleaned and sanitized after use by one child and before use by another child, and the sheets and blankets changed.**
- B. **A Department approved diapering procedure must be followed, including but not limited to the following:**
 - 1. **Gloves approved by the Department must be worn;**

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2. Diapers must be appropriately discarded in a diaper pail, a covered receptacle with a plastic lining that is inaccessible to children or wrapped in plastic bag taken directly outside to a City approved refuse container;
 3. Hands must be adequately washed at a designated hand sink that is not used for food service, and said sink must be stocked with soap, paper towels, and hot and cold running water; and
 4. The diapering station must be sanitized after each use with ¼ cup bleach to one gallon of water.
- C. The diapering station must be cleanable, non-absorbent, and not pose a safety risk to the child.

8.14.100 Inspections.

All childcare facilities shall allow the Department, and any other regulatory agencies, access during reasonable hours to assess compliance with this Chapter. The Department shall inspect all facilities at least once per calendar year.

8.14.110 Closure.

- A. The Department may close any childcare facility, including a drop-in facility, under any of the following conditions:
1. If a contagious disease outbreak is likely associated with the facility and the Health Officer deems that closure is necessary to protect public health and/or correct the circumstances contributing to the outbreak;
 2. If a violation which creates an imminent or present danger to public health is not corrected immediately to the satisfaction of the Department;
 3. When a follow-up inspection yields two or more of the same critical violations noted on a previous inspection, and the establishment has been notified closure may be a consequence of noncompliance as described in subsection (B) of this section;
 4. When the childcare facility has not been inspected for compliance prior to operating, or denies the Department access to do so; or
 5. When the childcare facility has not obtained a state license, a valid certificate from the Department, or a Great Falls Safety Inspection Certificate.
- B. Prior to Department closure of a facility for repeat critical violations, the Department shall notify the owner, operator, or agent in writing that it may be

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closed to the public and a closure notice placed at each customer entrance if compliance is not satisfied at the follow-up inspection to be conducted within ten working days.

- C. Upon Department closure of any facility for any reason, pursuant to this Chapter:
1. The Department shall serve a written explanation of the reasons for closure and a copy of any pertinent inspection forms to the facility owner, operator, or agent.
 2. The closure order is effective upon service, and no new children may be admitted to the facility;
 3. The Department may require the operator to notify parents or guardians of children currently in care to retrieve them;
 4. A conspicuous notice of closure must be posted at each customer entrance by the Department; and
 5. Notice of said closure may only be altered or removed under the direction of the Department.
- D. When a childcare facility has been closed, it may be reopened after twenty-four hours if the following criteria are satisfied:
1. The operator submits a written plan of correction, specifying the corrections to be made and time parameters for completion;
 2. The Department approves the plan of correction;
 3. The Department inspects the facility and makes a determination that the approved plan of correction is being performed; and
 4. The notice of closure previously posted is removed by, or under the direction of, the Department.

Chapters 15– 47 Reserved.

Chapter 48 RESIDENTIAL OUTDOOR FIRE RESTRICTIONS

Sections: (~~Ord. 2728, 1997~~)

8.48.010 Establishment.

8.48.020 Conditions allowing restrictions.

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8.48.030 Notice of restriction.

8.48.040 Violation.

8.48.010 Establishment.

The City Commission hereby establishes conditions upon which the City Manager, in consultation with the Fire Chief, may restrict the all outdoor residential open or closed fire burning.

8.48.020 Conditions allowing restrictions.

- A. The City Manager or designee, in consultation with the Fire Chief, may restrict by written finding all outdoor residential open or closed burning on any of the following conditions:
1. The Cascade County Commission has established fire restrictions pursuant to Mont. Code Ann. § 7-33-2212, as may be amended;
 2. Open burning would be inconsistent with a local air pollution control program established pursuant to Mont. Code Ann. § 75-2-301, as may be amended;
 3. The Montana Department of Environmental Quality has issued an unhealthy, very unhealthy, or hazardous air quality warning for all or a portion of Cascade County;
 4. There exists, an active wild or structural fire within Cascade County that poses a potential threat to properties located within the incorporated City limits; or
 5. There exist, other conditions, in the judgment of the Fire Chief, that create a danger to persons or property, if outdoor burning continues or is allowed.
- B. The City Manager or designee shall make a written finding determining that residential outdoor burning shall be restricted. Said finding shall describe the condition or conditions warranting the restrictions.

8.48.030 Notice of restriction.

The written finding declaring it necessary to restrict all outdoor residential open or closed burning shall be maintained by the City Clerk, published on the City website and published in a newspaper of general circulation within the incorporated City limits, on at least a weekly basis, during the duration of the restriction.

8.48.040 Violation.

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- A. Any person burning any material outdoors on a residential premises, during a restriction pursuant to this Chapter, is guilty of a misdemeanor punishable by a fine not to exceed five hundred dollars (\$500.00), a term not to exceed six months in jail, or both.
- B. The Fire Chief or designee shall have the authority to enter upon any premises where a fire in violation of a restriction pursuant to this Chapter is occurring and to extinguish said fire.

Chapter 49 NUISANCES

Sections:

~~8.49.010 Nuisance defined.~~

~~8.49.020 Summary abatement—lien procedure.~~

~~8.49.030 Lien procedure for abatement of nuisance.~~

~~8.49.040 Notice of hearing before City Commission.~~

~~8.49.050 Hearing by City Commission—finding of nuisance.~~

~~8.49.060 Abatement.~~

~~8.49.070 Hearing by City Commission—statement of expense.~~

~~8.49.080 Recordation of certificate—when nuisance is abated.~~

~~8.49.090 Violation—penalty.~~

8.49.010 Nuisance defined.

8.49.020 Summary abatement and lien procedure declared.

8.49.030 Lien procedure for abatement of Nuisance.

8.49.040 Notice of hearing before City Commission.

8.49.050 Hearing by City Commission—finding of Nuisance.

8.49.060 Abatement.

8.49.070 Hearing by City Commission—statement of expense.

8.49.080 Recordation of certificate—when Nuisance is abated.

8.49.010 Nuisance defined.

A. "Nuisance" means:

- 1. Anything which is injurious to health, or is indecent or offensive to the senses, or is;

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2. **Is** an obstruction to the free use of another's property, so as to interfere with the comfortable enjoyment of life or property of another; ~~or including but not limited to placement;~~
 - i. **Placement** and/or maintenance of any motor vehicle, motorcycle, trailer, camp trailer; ~~or mobile~~
 - ii. **Mobile** home on any property in the City in violation of any zoning regulation or other City ordinance; ~~or all any residential structure (including all appurtenant OCCGF provision;~~
3. **Unsecured vacant** structures) ~~to remain vacant for more than one (1) year where its~~ **or properties that may invite trespass or vandalism;**
4. **Property in a condition that** constitutes a hazard, or its appearance is a blight to the community; **or**
5. **Property, real or where the property personal, that** is maintained so as to obstruct the free passage or use, in the customary manner, of any navigable lake, or river, bay, stream, canal, or basin, or any public park, square, street, or highway; ~~is defined to be a "nuisance."~~

~~This~~**B. A declaration of nuisanceNuisance** by the City Commission is made pursuant to ~~Sections~~**Mont. Code Ann. § 7-5-4104, as may be amended,** and its self-governmental powers under the Charter.

~~(Ord. 2500 §1(part), 1988).~~ **of the City of Great Falls.**

8.49.020 Summary abatement— and lien procedure declared.

The City Commission declares that it is in the public interest to establish a summary abatement procedure utilizing a lien process to abate any ~~nuisance~~**Nuisance** as defined in ~~Section 8.49.010.~~**in this Chapter.** The expense of abatement of ~~nuisances shall be~~**Nuisances may be assessed as** a lien against the property on which it is maintained, and a personal obligation **of said lien** shall exist as against the property owner-~~(s).~~

~~(Ord. 2500 §1(part), 1988).~~

8.49.030 Lien procedure for abatement of ~~nuisance~~**Nuisance.**

- A.— The Planning and Community Development Director, Chief of Police, Fire Chief, Public Works Director, **Code Enforcement Officer**, or other authorized City personnel, shall examine or cause to be examined whether any property or thing has been maintained so as to constitute a ~~nuisance as defined in Section 8.49.010.~~ **Nuisance as defined in this Chapter.** ~~With owner's consent, City personnel may enter upon private premises at any reasonable time to perform an inspection or if such consent cannot be obtained, resort to other legal process inclusive of a search warrant.~~
- B.— If City personnel find that a ~~nuisance~~**Nuisance** does exist, ~~they shall obtain~~**City personnel may implement the following procedure:**
 1. **Obtain** a preliminary title report **or commitment** on the real property where the ~~nuisance~~**Nuisance** exists, which shall identify all owners of record, lessees of

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record, holders of mortgages, deed of trust, or other liens and encumbrances of record. ~~They shall serve;~~

2. **Serve** upon each such person by personal service or by certified mail, postage prepaid, **and** return receipt requested, a written notice stating the nature of the ~~nuisance and~~ **Nuisance**, requiring the owner to commence ~~either~~ the required repairs, demolition, removal or other appropriate action within ten ~~(40)~~ **calendar** days and to complete such work within thirty ~~(30)~~ **calendar** days from the date of notice. ~~Such;~~
 3. **Said** notice shall also contain the office, address, **and** phone number of City personnel empowered to review the subject matter and the days and hours the same may be contacted. ~~;~~
 4. The notice shall be sent to each ~~such person~~ **party financially interested in the property or thing** at his **or her** address as it appears on the last equalized assessment roll of the County or as known to City personnel. ~~;~~ **and**
 5. If no address of any such person so appears, then a copy of the notice shall be mailed, and addressed to such person, at the address of the real property where the ~~nuisance~~ **Nuisance** is found to exist.
- 4.—**C.** The service by certified mail shall be effective on the date of mailing. City personnel shall **also** cause at least one ~~(4)~~ copy of the notice to be posted conspicuously on the building, structure, or on the real **or personal** property ~~or thing~~ alleged to be a ~~nuisance~~ **Nuisance**.
- 2.—**D.** Proof of service notices shall be certified to at the time of service by written declaration executed by the person effecting service, declaring the time, date, and manner in which service was made. The declaration, together with any receipt card, returned acknowledgment of receipt by certified mail, shall be affixed with a copy of the notice and order retained by City personnel.

~~(Ord. 2500 §1(part), 1988).~~

~~(Ord. No. 3057, § 1, 8-17-2010)~~

8.49.040 Notice of hearing before City Commission.

- A.** If the property owner does not comply with the notice prescribed by ~~Section 8.49.030~~ **this Chapter**, by commencing the required ~~work~~ **abatement** within the time allowed, or ~~makes~~ **by making** such other arrangement as may be satisfactory, City personnel shall thereupon send a notice, ~~by certified mail, postage prepaid, return receipt requested, to the owner, mortgage holder, deed of trust holder, or holder of any other lien, encumbrance, estate or legal interest of record as disclosed by the preliminary title report obtained~~ **all interested parties identified** pursuant to ~~Section 8.49.030.~~, **and in the same manner described in this Chapter.**
- B.** The ~~cost of said title report~~ **notice pursuant to this section shall inform all interested parties of the following:**
 1. **A public hearing** shall be ~~charged to the owner.~~ **conducted by the City Commission to adopt or not adopt a resolution declaring the property a Nuisance;**

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~~(Ord. 2728, 1997)~~

2. **The date and time of the public hearing; and**
3. **The City's costs associated with the adoption of the resolution and any subsequent abatement may be assessed as a lien on the subject property.**

8.49.050 Hearing by City Commission—finding of ~~nuisance~~Nuisance.

- A.— At the time fixed on the notice, the City Commission shall proceed to hear the ~~testimony~~**report** of the City personnel and the testimony of any other interested party who may be present and desire to testify respecting the condition of the **real or personal** property or ~~thing~~, the estimated cost of ~~repair, demolition, removal or other~~**any** appropriate ~~action~~**abatement**.
- B.— Upon the conclusion of the hearing, the City Commission will by resolution, declare its findings ~~and in the event it so concludes, it~~. **The City Commission** may declare the **subject** property or ~~thing~~ to be a ~~nuisance~~**Nuisance, in the event it so concludes**, and direct the owner(s) to obtain the proper permits and physically commence abatement of the ~~nuisance~~**Nuisance** within ten ~~(10)~~**calendar** days, and ~~to~~ complete said abatement within thirty ~~(30)~~**calendar** days by having the property ~~repaired, demolished, removed or other appropriate act necessary to cure~~**condition(s) causing the nuisance.Nuisance to be properly abated**.
- C.— Such resolution shall further notify the owner(s) of the property that if the ~~nuisance~~**Nuisance** is not abated, the property will be the subject of repair, demolition, removal, or other appropriate ~~act, as the case may be~~**abatement procedure**, by the City, and the expenses thereof ~~shall remain~~**may be assessed as** a lien on the property.
- D.— The City personnel shall send copies of the resolution, to the ~~person owning~~**last known address of each of the following:**
 1. **Person(s) having ownership interests in** the property or ~~thing~~, as such person's ~~the~~**name(s)** and address appear on the last equalized assessment roll or as known to the City personnel, ~~and to;~~
 2. **To each recorded** lessee,;
 3. **Any mortgage holder, deed;**
 4. **Deed of trust holder,-; and/or other**
 5. **Other** holder of any other lien, encumbrance, estate, or legal interest of record as shown on the preliminary title report **or commitment** obtained pursuant to this section, ~~at the last known address of each such person~~**Chapter**.
- E.— The City Clerk shall file a certified copy of any resolution declaring real property a ~~nuisance~~**Nuisance** with the Cascade County Clerk and Recorder.
- F.— The City Commission will consider any extension of the time limits set by resolution, if the owner posts a cash deposit, in an amount fixed by the City Commission, within three ~~(3)~~**calendar** days from the date of the grant of the extension request, **if one is granted, or for other substantial compliance with the terms of the resolution.**

~~(Ord. 2500 §1(part), 1988).~~

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8.49.060 Abatement.

- A.— In the event the owner does not commence the abatement of the ~~nuisance~~**Nuisance** located on the real property within ten ~~(10)~~**calendar** days prescribed, **or complete within thirty calendar days prescribed, members of** City personnel are authorized to undertake the appropriate action such as demolition, repair, or removal necessary to ~~cure~~**abate** the ~~nuisance~~**Nuisance** in accordance with the resolution of the City Commission ~~and~~ have the work ~~done~~**performed** pursuant to purchase order or contract.
- B.— City personnel shall keep an itemized account of all **time and** expenses involved in the ~~repair, demolition, removal or other appropriate act necessary to cure the nuisance.~~**Nuisance abatement.**
- C.— City personnel shall mail a copy of the statement to the property owner and to any holder of any interest of record, along with a notice of **date, time, and place** ~~when and where~~ the statement shall be submitted to the City Commission for ~~approval and~~ confirmation.

~~(Ord. 2500 §1(part), 1988).~~

8.49.070 Hearing by City Commission—statement of expense.

- A.— At the time fixed for the hearing of the statement of expense, the City Commission shall consider the statement, together with any objection or protest which may be raised by any of the property owners liable to be assessed for the work and any other interested person ~~and the same shall be confirmed as stated, revised, corrected or modified by the City Commission,~~ **and may adopt a resolution confirming, revising, correcting, or modifying the statement.**
- B.— ~~Payment of Expenses.~~ If said statement is not paid within five ~~(5)~~**calendar** days of the adoption of the resolution, it shall constitute a lien upon the real property and shall be collected as a special assessment against the real property.

~~(Ord. 2500 §1(part), 1988).~~

8.49.080 Recordation of certificate—when ~~nuisance~~Nuisance** is abated.**

When the City Commission has by resolution declared that ~~such~~**such** property or thing is being maintained as a ~~nuisance, and such~~**Nuisance**, a resolution has been recorded, and thereafter ~~such nuisance~~**the Nuisance** is abated, City personnel shall prepare and file with the Clerk and Recorder of the County a ~~certificate stating~~**Commission adopted resolution certifying** that such ~~nuisance~~**Nuisance** has been abated and indicating the method of abatement.

~~(Ord. 2500 §1(part), 1988).~~

8.49.090—Violation—penalty.

~~Any person violating any provision of this chapter is guilty of a misdemeanor pursuant to the general penalty chapter of this Code, Chapter 1.04.070.~~

~~(Ord. 2500 §1(part), 1988).~~

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Chapter 50 CRIMINAL PUBLIC NUISANCES

Sections:

~~8.50.010 Public nuisance defined.~~

~~8.50.020 Offense designated.~~

~~8.50.030 Extent of nuisance not limiting.~~

~~8.50.035 Barbed wire and electric fences.~~

~~8.50.040 Violation—penalty.~~

8.50.010 Criminal Public Nuisance defined.

8.50.020 Offense designated.

8.50.030 Extent of Nuisance not limiting.

8.50.040 Barbed wire and electric fences.

8.50.050 Violation—penalty.

8.50.010 Criminal Public nuisance Nuisance defined.

"Criminal Public Nuisance" means:

A.—A **Real property, personal property, or other condition created or maintained in such condition which endangers:**

1. **Endangers** safety or health, ~~is;~~
2. **Is** offensive to the senses, ~~;~~ **and/or obstructs**
3. **Obstructs** the free use of property so as to interfere with the comfortable enjoyment of life or property by an entire community or neighborhood or by any considerable number of persons;

B.— Any premises where persons gather for the purpose of engaging in unlawful conduct; or

C.— Any condition which renders dangerous for passage any public highway or right-of-way or waters used by the public.

~~(Ord. 2728, 1997; Ord. 2603 (part), 1991).~~

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8.50.020 Offense designated.

A person commits the offense of maintaining a **criminal public nuisance**, if he or she knowingly creates, conducts, or maintains a **criminal public nuisance**.

~~(Ord. 2603 (part), 1991).~~**Nuisance.**

8.50.030 Extent of ~~nuisance~~ Nuisance not limiting.

Any act which affects an entire community or neighborhood or any considerable number of persons is no less a ~~nuisance~~**criminal public Nuisance** because the extent of the annoyance or damage inflicted upon individuals is unequal.

~~(Ord. 2603 (part), 1991).~~

8.50.035040 Barbed wire and electric fences.

A.— It is a **criminal public nuisance** for any person to ~~have, maintain or, erect, or allow to have,~~**an occupant of his or her owned property, to** maintain or erect a barbed wire fence or an electric fence upon any premises in the City ~~owned or occupied by such person or upon the boulevards or in any public roads, streets and alleys except as provided in subsection B(C) of this section.~~

B. "Electric fence" means any conductive material encompassing a property or partial property and having an electrical potential to earth ground.

~~B.—~~**C. Exceptions to this section include:**

- 1.— A fence wherein the barbs are at least six ~~(6)~~ feet above **grade** and located on top of a security fence; **or**
- 2.— A barbed wire fence in ~~a~~**an R-1 single-family** suburban residential use zoning district as designated in **OCCGF** Title 17 ~~of this Code.~~

~~(Ord. 2728, 1997; Ord. 2417 (part), 1986).~~

~~C.— If the person fails to remove the barbed wire or electric fence within the time specified in a written notice of violation, the~~**D. The** Planning and Community Development Director **or designee** shall cause the fence to be removed from the premises and shall bill the cost thereof, ~~together~~**provide written notice, by certified mail** with a reasonable charge for administration and supervision **return receipt requested**, to the owner ~~or occupant(s) of the property.~~ **in violation of this section. Said notice shall advise the property owner(s) any fencing in violation of this section shall be removed within thirty calendar days.**

~~(Ord. 2728, 1997; Ord. 2417 (part), 1986).~~

~~(Ord. No. 3057, § 1, 8-17-2010)~~

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- E. Failure to remove said fencing, within the time prescribed in the written notice, shall constitute a violation of this Chapter.**

8.50.04050 Violation—penalty.

~~A person convicted of maintaining a nuisance shall be fined~~**violation of this Chapter is a misdemeanor punishable by a fine of** not less than two hundred **and** fifty dollars (\$250.00) ~~nor~~ more than five hundred dollars (\$500.00) ~~or imprisoned in the County jail for~~, a term not to exceed six ~~(6)~~ months **in jail**, or both. ~~Each day of such conduct constitutes a separate offense.~~

~~(Ord. 2603 (part), 1991).~~

Chapter 51 MAINTENANCE AND SANITATION OF PREMISES

Sections:

~~8.51.010 Definitions.~~

~~8.51.020 Maintenance duty of controlling owner/agent.~~

~~8.51.030 Conditions prohibited on premises.~~

~~8.51.040 Conditions prohibited on right-of-way.~~

~~8.51.050 Violation — penalty.~~

8.51.010 Definitions.

8.51.020 Maintenance duty of controlling owner/agent.

8.51.030 Conditions prohibited on premises.

8.51.040 Conditions prohibited on right-of-way.

8.51.050 Violation — penalty.

8.51.010 Definitions.

~~For the purposes of this chapter~~**Chapter**, unless otherwise ~~apparent from~~**specified**, the context, certain words and phrases used in this chapter are defined as follows**following definitions apply:**

- A.** "Premises" shall mean any lot or parcel of land or property, including any building or portion thereof, improved or unimproved.
- B.** "Public right-of-way" shall mean any area or parcel of land granted, deeded, dedicated to, or otherwise acquired by the City or the public at large for any public purpose, including, but not limited to, ~~alleys:~~
 - 1. Alleys, roadways, or parkways, pedestrian;**
 - 2. Pedestrian ways, and sidewalks, public;**
 - 3. Public streets, water;**

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4. **Water** or waterways, ~~and uses;~~
5. **Uses** for storm drains and drainage, sanitary sewers, water pipes, electric and telephone conduits, electronic services, overhead wires,; and ~~supporting structures.~~

~~(Ord. 2695, 1995).~~ **6. Supporting structures.**

8.51.020 Maintenance duty of controlling owner/agent.

Any person-, **or the agent thereof**, owning, leasing, occupying, or having charge or possession of any premises in the City, ~~and the agent thereof~~, shall keep and maintain such premises and the right-of-way abutting such premises in a ~~safe, clean, orderly, sanitary and aesthetic condition.~~

~~(Ord. 2695, 1995).~~ **compliance with the OCCGF, including but not limited to OCCGF Title 16.**

8.51.030 Conditions prohibited on premises.

The following conditions ~~do not comport with a safe, clean, orderly, sanitary, aesthetic condition and are prohibited:~~ **on premises within the incorporated City limits:**

- A.— Buildings **or structures** which are abandoned, ~~boarded up~~, partially destroyed, ~~or left in a partially constructed condition~~, or uncompleted buildings ~~after building permits have expired;~~
- B.— Buildings with deteriorating or peeling paint which allows the exterior building coverings to deteriorate or allows the effects of sun or water penetration so as to cause decay, dry rot, warping, or cracking;
- C.— Broken windows, doors, attic vents, or underfloor vents;
- D.— Improperly maintained landscaping which is visible from streets, including, but not limited to:
 - 1.— Lawns with grasses in excess of eight ~~(8)~~ inches in height;
 - 2.— Untrimmed hedges;
 - 3.— Dying trees, shrubbery, lawns, and other ~~desired~~ **dying** plant life from lack of water or other necessary maintenance; and
 - 4.— Trees and shrubbery growing uncontrolled without proper pruning;
- E.— Overgrown vegetation which is unsightly and likely to harbor ~~rats or vermin;~~ **rodents or pests;**
- F.— Dead, decayed, or diseased trees, weeds, and other vegetation;
- G.— Trash, garbage, ~~or~~ refuse cans, bins, boxes, or other such containers stored in front or side yards visible from public streets and rear yards, **unless in City approved containers;**
- H.— Lumber, junk, trash, debris, or salvage materials maintained upon any premises which are visible from a public street, alley, or adjoining property;
- I.— Abandoned, discarded, or unused furniture, stoves, sinks, toilets, cabinets, or other household fixtures or equipment stored ~~so as to be~~ visible at ground level from a public alley, street, or adjoining premises;
- J.— Premises having a topography, geology, or configuration which, as a result of grading operations or improvements to the land, causes erosion, subsidence, unstable soil

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conditions, or surface or subsurface drainage problems or potentially injurious to adjacent premises;

- K.— Abandoned, wrecked, dismantled, or inoperative automobiles, trailers, campers, boats, and other motor vehicles which are accumulated or stored in yard areas, **not in compliance with the OCCGF off-street parking provisions;**
- L.— The accumulation of dirt, litter, or debris in vestibules, doorways on the premises, or adjoining walkways;
- M.— Mounds of soil, dry grass, weeds, dead trees, ~~tin cans~~, abandoned asphalt or concrete, rubbish, refuse, or waste or other unsanitary material of any kind;
- N.— Building exteriors, walls, fences, driveways, or walkways which are broken, defective, deteriorated, in disrepair, or defaced due to any writing, inscription, scratch, or other marking commonly referred to as "graffiti";

- 1.—It shall be the duty of the owner or ~~tenant or agent~~ thereof to remove graffiti from such premises within seventy-two (~~72~~) hours after graffiti appears.

(~~Ord. 2920, 2005~~)

~~O.— Any unsightly, partly completed or partly destroyed buildings, structures, or improvements in the City which endanger or injure neighboring visible from public rights-of-way or adjacent properties or the public health, safety, or general welfare; ;~~

~~P.—~~ **O.** Any tree which overhangs a street, alley, or sidewalk in such a manner as to cause an obstruction to any person using such street, alley, or sidewalk; **or**

~~Q.—~~ **P.** Any other condition which ~~is or may reasonably become infested or inhabited~~ **adversely impacts economic welfare of adjacent properties including but not limited to, infestation by rodents, mosquitos, vermin, or wild animals or may furnish a breeding place for mosquitoes, or threatens or endangers, which threaten or endanger the public health, welfare, and or safety or may reasonably cause disease, adversely affects and impairs the economic welfare of adjacent property, is offensive to the senses, or obstructs the free use of property so as to interfere with the comfortable enjoyment of life or property by an entire community or neighborhood or by any considerable number of persons.**

(~~Ord. 2695, 1995~~).

8.51.040 Conditions prohibited on right-of-way.

The following conditions ~~do not comport with a safe, clean, orderly, and sanitary conditions~~ **are prohibited on any public-right-of-way and are prohibited by Section 8.51.020 within the incorporated City limits:**

- A.— Any dirt, litter, debris, rubbish, weeds, or any other kind of waste or unsanitary material of any kind;
- B.— Any curb cut or driveway approach, or a portion thereof, which is no longer needed or which no longer provides vehicular access to the adjacent premises; **or**
- C.— Any curb, sidewalk, parkway, or driveway which is cracked, broken, or otherwise in need of repair, replacement, or maintenance.

(~~Ord. 2695, 1995~~).

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8.51.050 Violation — penalty.

~~Any person convicted~~**A violation** of violating this chapter shall be fined ~~Chapter is a misdemeanor punishable by a fine of~~ not less than two- hundred **and** fifty dollars (\$250.00) ~~nor~~ or more than five hundred dollars (\$500.00) ~~or imprisoned in the county jail for~~), a term not to exceed six ~~(6)~~ months **in jail**, or both. Each day of such conduct constitutes a separate offense.

Chapter 52 ABATEMENT OF NUISANCE VEGETATION

Sections:

~~(Ord. 2695, 1995).~~

- 8.52.010 Nuisance vegetation declared.**
- 8.52.020 Maintaining Nuisance vegetation unlawful.**
- 8.52.030 Inspection and investigation.**
- 8.52.040 Abatement of Nuisance vegetation.**
- 8.52.050 Exception.**
- 8.52.060 Specific procedure for abatement of Dutch Elm disease.**
- 8.52.070 Spraying.**
- 8.52.080 Notice of operations.**
- 8.52.090 Transporting Elm wood prohibited.**
- 8.52.100 Interference prohibited.**
- 8.52.110 Cost of abatement.**

~~Chapter 52 ABATEMENT OF **DISEASED VEGETATION** ⁽³¹⁾~~

~~**Sections:**~~

- ~~8.52.010 Nuisance declared.~~
- ~~8.52.020 Maintaining nuisances unlawful.~~
- ~~8.52.030 Inspection and investigation.~~
- ~~8.52.040 Abatement of nuisances.~~
- ~~8.52.050 Exception.~~
- ~~8.52.055 Specific procedure for abatement of Dutch Elm disease.~~
- ~~8.52.060 Spraying.~~
- ~~8.52.070 Notice of operations.~~
- ~~8.52.080 Transporting Elm wood prohibited.~~
- ~~8.52.090 Interference prohibitive.~~

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8.52.100 Cost of abatement.

8.52.010 Nuisance Vegetation declared.

The following conditions shall be declared ~~to be public nuisances~~ **Nuisances, as defined by Chapter 49 of this Title**, whenever found to exist within the City and shall be abated as provided herein:

- A.— Any living or standing tree or shrub or part thereof infected to any degree with any disease, fungus, or insect which is, in the judgment of the Park and Recreation Department **Director or designee**, harmful to said tree; **or**
- B.— Any dead tree or part thereof, including logs, branches, stumps, firewood, or any portion of any diseased tree which has not been disposed of in accordance with the regulations of the Park and Recreation Department.

~~(Ord. 2491 §2(Exh. B(part)), 1988).~~

8.52.020 Maintaining ~~nuisances~~ Nuisances unlawful.

It is unlawful for any person to willfully permit any ~~public nuisance as defined in Section 8.52.010 hereof~~ **Nuisance Vegetation**, to remain on any property controlled by any person within the City.

~~(Ord. §2(Exh. B(part)), 1988).~~

8.52.030 Inspection and investigation.

- A.— The Park ~~Superintendent~~ **and Recreation Director** or ~~such other person as may be designated by the City Manager,~~ **designee** shall inspect all premises and places within the **incorporated City limits** as often as practical to determine the existence of such ~~nuisances.~~ **Nuisance Vegetation.**
- B.— The Park ~~Superintendent~~ **and Recreation Director** or ~~such other person as may be designated by the City Manager,~~ **designee** may with the consent of the owner enter upon private premises at any reasonable time for the purpose of carrying out an inspection of the premises of the collection of appropriate specimens or samples for diagnosis. ~~If such consent cannot be obtained, the authorized representative shall have resources to other legal process inclusive of a search warrant to secure entry.~~
- C.— The Park ~~Superintendent~~ **and Recreation Director** or ~~such other person as may be designated by the City Manager,~~ **designee** shall, with reasonable cause to believe that a tree is diseased, immediately obtain and furnish appropriate specimens or samples to a qualified plant diagnostician for diagnosis. No action to remove such trees or wood shall be taken until a reasonably certain diagnosis of the disease has been made.
- D.— Within five (5) **calendar** days of receipt of the diagnosis, the owner of the property from which the specimen or sample was obtained shall be notified by the ~~Park~~ **Parks** and Recreation Department of the results by ~~certified~~ **regular** mail or personal delivery, **and the Department shall appropriately tag said vegetation.**

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~~(Ord. 2491 §2(Exh. B(part)), 1988).~~

8.52.040 Abatement of nuisancesNuisance Vegetation.

~~Whenever the City Forester or such other person as may be designated by the City Managerdesignee finds with reasonable certainty that any nuisance disease, fungus, or harmful insect exists in any tree, shrub, wood, or other vegetation located on property within the **incorporated** City limits, the owner of such property shall be notified in writing by certified mail, or by personal delivery, of the existence of the nuisance and direct that the nuisance be removed, burned, buried or otherwise effectively treated in the approved manner within twenty (20) days after mailing of such notice. The notice shall state that if such nuisance shall not be abated by the owner within the time provided, the Park and Recreation Department shall proceed to have such nuisance properly abated or eliminated. The notice shall further contain:~~

- ~~A. The address or other description sufficient to identify the premises where such nuisance is located;~~
- ~~B. A statement that certain vegetation or other property has been found to be a nuisance as herein defined and a description of the conditions constituting such nuisance;~~
- ~~C. A statement of the action to be taken as determined by the City Forester;~~
- ~~D. The office, address, phone number of an authorized representative of the City empowered to review the notice of the City Forester and the days and hours the same may be contacted:
 - ~~1. Such requests for review must be made within ten (10) days of the date of notice or further review will thereafter be barred;~~~~
- ~~E. A statement that if the owner does not comply with the notice within twenty (20) days of the date of such notice, the Park and Recreation Department shall have the nuisance abated and the costs shall be levied as a special assessment lien on the premises.~~

~~(Ord. No. 3118, § 1, 3-4-2014; Ord. No. 3057, § 1, 8-17-2010; Ord. 2491, § 2(Exh. B(part)), 1988)~~

~~**Editor's note** — Ord. No. 3118, § 1, adopted March 4, 2014, amended the Code by repealing former § 8.52.040, and renumbering former § 8.52.050 as a new § 8.52.040. Former § 8.52.040 pertained to **City may initiate Nuisance** abatement of nuisances on public property, and derived from Ord. No. 2491, § 2, of 1988. **proceedings pursuant to this Chapter or Chapter 49 of this Title.**~~

8.52.050 Exception.

~~Section 8.52.040 shall not apply to maintaining boulevards within the General Boulevard Maintenance District as previously established and defined by ~~City Resolution~~**Commission resolution, or otherwise specified to this Chapter.**~~

~~(Ord. No. 3118, § 1, 3-4-2014)~~

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8.52.055060 Specific procedure for abatement of Dutch Elm disease.

- A.— No action to remove, destroy ~~and, or~~ dispose of wood infected with Dutch Elm fungus shall be taken until a reasonably certain diagnosis of the disease has been made. When such diagnosis has been made, the infected tree or wood shall be removed, destroyed ~~and, or~~ disposed of in a manner which will effectively destroy and prevent, as fully as possible, the spread of the Dutch Elm disease fungus.
- B.— When the presence of elm bark beetles has been discovered in or upon any living elm tree but the presence of Dutch Elm disease fungus is not then or thereafter diagnosed, the tree shall be treated in a manner which will effectively destroy and prevent, as fully as possible, the spread of the elm bark beetle. If such treatment is ~~not, or, because of the extent of infestation,~~ cannot be effective, the tree shall be removed, destroyed, and disposed of.
- C.— Standing dead elm trees, elm logs, branches, stumps, firewood, or other raw elm material from which the bark has not been removed and which are not infected with Dutch Elm disease fungus, shall have the bark removed, destroyed, and disposed of or shall be treated in a manner which will effectively destroy and prevent, as fully as possible, the spread of the elm bark beetle. If such treatment is ~~not effective, or, because of the extent of infestation,~~ cannot be effective, the trees, logs, branches, stumps, firewood, or other raw elm material shall be removed, destroyed and disposed of.
- D.— Specifications and procedures for the removal, destruction, and disposal of trees and wood infected with Dutch Elm disease fungus, for treating live elm trees infested with elm bark beetles, and for removing, destroying, and disposing of elm bark and treating dead elm trees, logs, branches, stumps, firewood and other raw material shall be established by the Director of Park and Recreation.

~~(Ord. 2491 §2(Exh. B(part)), 1988).~~

8.52.060070 Spraying.

Whenever the Park ~~Superintendent shall determine~~ **and Recreation Director or designee determines** that any tree, or part thereof, is infected with any tree disease, fungus, or harmful insect, and is in a weakened condition, ~~he~~ **the Director or designee** may cause all such trees within a specified radius thereof to be treated with an effective concentrate as may be recommended by the State Forester.

~~(Ord. 2491 §2(Exh. B(part)), 1988).~~

8.52.070080 Notice of operations.

- A.— When trees on private property are to be treated, the Park ~~Superintendent~~ **and Recreation Director or designee** shall notify the owner of such property and proceed in accordance with the requirements of this ~~chapter~~ **Chapter**.
- B.— In order to facilitate the work and minimize the inconvenience to the public of any treating operations conducted ~~under~~ **pursuant to** this ~~chapter~~ **Chapter**, the ~~park supervisor~~ **Park and Recreation Director or designee** shall cause to be given advance public notice of such operations by **publishing the notice on the City website, in a newspaper, radio, television, public service announcements or other effective means and shall also cause the of general circulation, and** posting of appropriate warning notices in the areas and along the streets where trees to be treated at least twenty-four (24) hours in advance.

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- ~~C. When appropriate~~**C. After** warning notices have been given and posted, the City shall not allow any claim for damages to any vehicle or other property resulting from such treating operations.

~~(Ord. 2491 §2(Exh. B(part)), 1988).~~

8.52.080090 Transporting Elm wood prohibited.

- A.** It is unlawful for any person to transport within the **incorporated City limits**, any bark bearing elm wood without having ~~obtained~~**obtaining** a permit ~~therefor~~ from the Director of Park and Recreation. The Director of Park and Recreation **or designee** shall grant such permits only when the purpose of this ~~chapter~~**Chapter** shall be served ~~thereby~~ and may impose such restrictions as deemed necessary.

~~(Ord. 2491 §2(Exh. B(part)), 1988).~~

- B.** **A violation of this section is a misdemeanor punishable by a fine of not less than two hundred and fifty dollars (\$250.00) or more than five hundred dollars (\$500.00), a term not to exceed six (6) months in jail, or both.**

8.52.090100 Interference ~~prohibitive~~prohibited.

- A.** It is unlawful for any person, firm ~~or~~, corporation, **or other entity** to prevent, delay, or interfere with the Park ~~Superintendent,~~ **and Recreation** employees, or agents while they are engaged in the performance of the duties imposed by this ~~chapter~~**Chapter**.

~~(Ord. 2491 §2(Exh. B(part)), 1988).~~

- B.** **A violation of this section is a misdemeanor punishable by a fine of not less than two hundred and fifty dollars (\$250.00) or more than five hundred dollars (\$500.00), a term not to exceed six (6) months in jail, or both.**

8.52.100110 Cost of abatement.

~~The cost of abatement of any nuisance incurred by the City and not reimbursed by the owner on or before the September 15th of each year shall be reported by the Director of Park and Recreation to the City Commission. The City Commission shall assess the levy and cause the same to be collected as a special assessment lien against the subject premises.~~

~~(Ord. 2491 §2(Exh. B(part)), 1988).~~

FOOTNOTE(S):

Exhibit "B"

Title 8 HEALTH AND SAFETY

~~(3)~~

~~Editor's note~~ Chapter 52 was retitled by Ord. No. 3118, § 1, adopted March 4, 2014. ~~(Back)~~

The cost of abatement pursuant to any provision of this Chapter shall be assessed pursuant to Chapter 49 of this Title.

Chapter 5653 NOISE

Sections:

~~Sections:~~

~~8.56.010 Definitions.~~

~~8.56.020 Loud noises prohibited.~~

~~8.56.030 Prohibited acts.~~

~~8.56.040 Noise levels—Limitations for structures and open spaces—dB(A) criteria—Table I.~~

~~8.56.050 Noise levels—maximum permissible for motorized vehicles—Table II.~~

~~8.56.060 Noise levels—exemptions.~~

~~8.56.070 Noise—measurement.~~

~~8.56.080 Relief permit.~~

~~8.56.090 Enforcement.~~

~~8.56.100 Violations—from moving noise source or sources.~~

~~8.56.120 Violations—penalties.~~

~~8.56.130 Violation—additional remedy—injunction.~~

8.568.53.010 Definitions.

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8.53.040 Noise levels—Limitations for structures and open spaces—dB(A) criteria—Table I.

8.53.050 Noise levels—maximum permissible for motorized vehicles—Table II.

8.53.060 Noise levels—exemptions.

8.53.070 Noise—measurement.

8.53.080 Relief permit.

8.53.090 Enforcement.

8.53.100 Violations—from moving noise source or sources.

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8.53.110 Violations—penalties.

8.53.010 Definitions.

As used in this ~~chapter~~**Chapter**, unless the context otherwise requires**specified**, the following ~~words and phrases shall have the meanings ascribed to them in this section~~**definitions shall apply:**

- A. "Ambient noise" is the noise which exists at a point of measurement in the absence of the sound emitted by the source being measured, being the total effect of all other sounds coming from near and far.
- B. "dB(A)" means sound levels in decibels measured on an "A" scale of a standard sound level meter having characteristics defined by the American National Standards Institute, publication S 4-1970.
- C. "Decibel" means the sound pressure level, ~~in decibels~~, in a logarithmic unit used to express the magnitude of sound pressure with respect to a reference sound pressure. It is defined as twenty (20) times the logarithm to the base ten (10) of the ratio of the sound pressure to the reference sound pressure. By international standards, the reference sound pressure is 2×10^{-5} newtons/meter squared. For example, a doubling of sound pressure, at any magnitude, will result in a six (6) decibel increase in sound pressure level; a tenfold increase will result in a twenty-decibel increase in sound pressure level.
- D. "Emergency work" is work made necessary to restore property to a safe condition following a public ~~calamity~~**disaster** or work required to protect persons or property from exposure to danger or potential danger.
- E. "Health" is defined as an optimal ~~State~~**state** of physical, mental, and emotional well-being and not merely the absence of disease.
- F. "Motor vehicle" means a vehicle propelled by its own power and designed or used to transport persons or property upon the ~~highways~~**ways** of the state **open to the public**.

~~(Ord. 2790, 2000)~~

- G. "Reasonable person" is a normal, healthy person of ordinary habits and sensibilities who is entitled to enjoy ordinary comfort of human existence and not the extra-sensitive or fastidious person or the hardened individual inured to such irritation or annoyance.

~~(Ord. 2790, 2000)~~

- H. "Person" means any person, ~~person's~~ firm, association, co-partnership, joint venture, corporation, or ~~any entity~~**other** public or private ~~in nature~~**entity**.
- I. "Zoning" for the purpose of this ~~chapter~~**Chapter**, includes the following:
 - 1. ~~"Residential area"~~**"Area"**:
 - a. ~~i.~~ R-1 Single-family suburban;
 - b. ~~ii.~~ R-2 Single-family medium density;
 - c. ~~iii.~~ R-3 Single-family high density;

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Title 8 HEALTH AND SAFETY

- d.—iv. R-5 Multi-family residential medium density;
 - e.—v. R-6 Multi-family residential high density;
 - f.—vi. R-10 Mobile home park;
 - g.—vii. POS Parks and open space; **and**
 - h.—viii. PUD Planned unit development.
- 2.—" "Light commercial" includes:
- a.—i. C-1 Neighborhood commercial.
- 3.—" "Heavy commercial" includes:
- a.—i. C-2 General commercial;
 - b.—ii. C-3 Highway commercial;
 - c.—iii. C-4 Central business core;
 - d.—iv. C-5 Central business periphery;
 - e.—v. M-1 Mixed-use;
 - f.—vi. M-2 Mixed-use transitional; **and**
 - g.—vii. PLI Public lands and ~~institutional~~**Institutional**.
- 4.—" Industrial" includes:
- a.—~~light~~ i. I-1 Light industrial;
 - b.—ii. I-2 Heavy industrial; **and**
 - c.—iii. GFIA Great Falls International Airport.

~~(Prior code §6-1-11(A)).~~

~~(Ord. No. 3057, § 1, 8-17-2010)~~

8.56.53.020 Loud noises prohibited.

It is unlawful for any person to make, or cause to be made, any excessive or unusually loud noise or any noise measured or unmeasured which either annoys, disturbs, injures, or endangers the comfort, repose, health, peace, or safety of any reasonable person of normal sensitivity within the **incorporated City** limits of the City.

~~(Prior code §6-1-11(B)).~~

8.5653.030 Prohibited acts.

~~Unless performed for emergency work for the safety, welfare, and public health of the citizens of Great Falls and to the extent that the noise thereby created is reasonably necessary for the public benefit, it is unlawful to perform any of the following acts within the **incorporated City limits**:~~

- A.—~~Horns and Signaling Devices.~~ Sounding any horn or signaling device on any truck, automobile, motorcycle, or other vehicle on any street or public place of the City except as a warning signal;

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Title 8 HEALTH AND SAFETY

~~B. **Sound Amplifying Equipment.** B. Using, operating, or permitting the use of any radio receiving set, musical instrument, television, phonograph, or other machine, or device for the production or reproduction of sound in such a manner as to disturb the quiet, comfort, or repose of any normally sensitive and reasonable person, or the operation of any such sets, instruments, television, phonographs, machine or device in such a manner as to be in violation of this chapter~~**reasonable person;**

~~C. **Operation of Sound Producing or Reproducing Equipment in or from a motor vehicle, either parked or in transport.** The use or operation of any radio, compact disc or tape player, musical instrument, loud speaker, or any other device used to amplify any type of sound, or which causes a vibration at a level where the sound or vibration~~**C. The use or operation of any music producing, or music amplifying, device that** can be heard or felt at a distance greater than fifty (50) feet from the exterior of the vehicle from which the device is being operated. Violation of this section shall be punishable by a graduated fine schedule starting with a minimum of a written warning and a maximum of five hundred dollars (\$500.00). The following fine schedule is associated with violations of this subsection.:

1 st offense	Written warning tracked by the court
2 nd offense	\$30.00
3 rd offense	\$70.00
4 th offense	\$150.00
5 th offense	\$500.00

(Ord. 2790, 2000)

~~D. **Loud Speakers**~~**1. A fine of seventy dollars (\$70.00) on a first offense;**

2. A fine of \$150.00 on a second offense; and~~**Amplifiers for Commercial Purposes.**~~

3. A fine of five hundred dollars (\$500.00) on a third or subsequent offense;

D. Installing, using, or operating within the City a loudspeaker or sound amplifying equipment at levels in excess of those specified in Section 8.56.040, in a fixed or movable position or mounted upon any sound truck, **emitting decibel levels in excess of those specified in Chapter**, for the purpose of giving:

1. Giving instructions, or directions, talks;

2. Talks, addresses, or lectures,; or transmitting

3. Transmitting music to any persons or assemblages, of persons in or upon any street, alley, sidewalk, park, place, or public property without first obtaining a permit;

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- ~~E.— **Yelling and Shouting.** Yelling, shouting, ~~heating~~, or whistling on the public streets, alleys, or parks at any time as to annoy or disturb the quiet, comfort, or repose of any normally sensitive and reasonable person;~~
- ~~F.— **Animals.** Owning, keeping, having in possession or harboring any animals which, by frequent or habitual howling, barking, meowing, squawking, or any other noise as to disturb the quiet, comfort, or repose of any normally sensitive and reasonable person;~~
- ~~G.— **Exhausts.** F. Discharging into the open air the exhaust of any steam engine, stationary internal combustion engine, motorboat, or motor vehicle, except through a muffler or other device which will effectively prevent loud or explosive noises ~~there from~~**therefrom**;~~
- ~~H.— **Defect in Vehicle or Load.** G. Operating any truck, trailer, automobile, motorcycle, or vehicle so out of repair or so loaded in such a manner as to create loud and unnecessary grating, grinding, rattling, or other noises;~~
- ~~I.— **Loading, Unloading and Opening Containers.** H. Loading, unloading, opening, or other handling of boxes, crates, containers, garbage containers, or other objects in such a manner as to disturb the quiet, comfort or repose of any normally sensitive and reasonable person; or~~
- ~~J.— **Construction Projects or Repair of Buildings.** I. Operating equipment or, performing any construction, or repair work between the hours of 8:00 p.m. and 7:00 a.m. on buildings, structures, or projects, or operating any pile driver, ~~steam shovel~~, pneumatic hammer, derrick, steam or electric hoist, or other construction-type device in such a manner as to disturb the quiet, comfort, or repose of ~~any normally sensitive and~~ a reasonable person;.~~
- ~~K.— **Exemption Clause.** Any of the above acts performed for emergency work for the safety, welfare, and public health of the citizens of Great Falls and to the extent that the noise thereby created is reasonably necessary for the public benefit will not be construed to be in violation of this chapter.~~

(Prior code §6-1-11(C)).

**8.5653.040 Noise levels—Limitations for structures and open spaces—dB(A) criteria—
Table I.**

- A.— Maximum permissible decibel limits on noise emitting from source or sources not on a public right-of-way in residential, commercial, and industrial districts are as set out in this section.
- B.— Noise will be measured at a distance of twenty-five (25) feet from the source or at the boundary of the lot, whichever is the greater distance. Noise radiating from properties or buildings in excess of the dB(A) established for the districts and times in Table I of this section shall constitute prima facie evidence that such noise is a ~~public~~ **nuisance**. **Nuisance.** This includes noise from such activities as production, processing, cleaning, servicing, testing, and repair of vehicles, material, goods, or products. Noises caused by home or building repair or grounds maintenance are excluded as provided in ~~Section 8.56.060~~ **this Chapter.**

TABLE I
Limitations

Districts	87:00 7:00 a.m. to 8:00 p.m.	8:00 p.m. to 87:00 7:00 a.m.
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Residential	55 dB(A)	50 dB(A)
Light commercial	65 dB(A)	60 dB(A)
Heavy commercial	70 dB(A)	65 dB(A)
Industrial	80 dB(A)	75 dB(A)

- A.—~~C.~~ At boundaries between zones, the lower of the dB(A) level shall be applicable.
- B.—~~D.~~ To be in violation, the source of sources of noise must be identifiable and the levels without regard to the ambient must exceed the limitations in Table I.
- C.—~~E.~~ Periodic or impulsive noises are in violation when such noises are at a noise level of five (5) dB(A) less than those listed in this section.
- D.—~~F.~~ Construction projects shall be subject to the maximum permissible noise levels specified for industrial districts pursuant to any applicable construction permit issued by the ~~building inspector~~**Building Official**, or if no time limitation is imposed, then for a reasonable period of time for completion of the project.
- E.—~~G.~~ All railroad rights-of-way shall be considered as industrial districts for the purpose of this ~~chapter~~**Chapter**, and the operation of trains shall be subject to the maximum noise levels specified for such district.

~~(Prior code §6-1-11(D)).~~

8.5653.050 Noise levels—maximum permissible for motorized vehicles—Table II.

- A.— It is unlawful to operate a motorized vehicle within the **incorporated** City limits which emits noise, with the exception of sound producing equipment as defined in ~~OCGGF 8.56.030(C)~~**this Chapter** in excess of the limits specified in Table II below.

~~(Ord. 2790, 2000)~~

- B.— Noise from a noise source within a public right-of-way shall be measured at a distance of at least twenty-five (25) feet from the center of the nearest traffic lane on a sound level meter of standard design and operated on the "A" weight scale.

TABLE II
Maximum Permissible Noise Levels For Motor Vehicles

- 1.— Trucks and Buses:—
 - a.—i. Over ten thousand (10,000) pounds:
 - eighty-two (82) dB(A) measured at fifty (50) feet;
 - eighty-eight (88) dB(A) measured at twenty-five (25) feet;

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- b.—ii. Under ten thousand (10,000) pounds:
seventy-four (74) dB(A) measured at fifty (50) feet; **and**
eighty (80) dB(A) measured at twenty-five (25) feet.
- 2.— Passenger Cars:—
 - a.—i. Seventy-four (74) dB(A) measured at fifty (50) feet; **and**
 - b.—ii. Eighty (80) dB(A) measured at twenty-five (25) feet.
- 3.— Motorcycles, Snowmobiles, Minibikes, and Other Self-propelled Vehicles:—
 - a.—i. Seventy-four (74) dB(A) measured at fifty (50) feet; **and**
 - b.—ii. Eighty (80) dB(A) measured at twenty-five (25) feet.

(Prior code §6-1-11(E)).

8.5653.060 Noise levels—exemptions.

The following uses and activities shall be exempt from noise level ~~regulations~~**restrictions**:

- A.— Noise of safety signals and warning devices;
- B.— Noise resulting from any authorized emergency vehicle, when responding to an emergency call or acting in time of emergency;
- C.— Noise resulting from emergency work or noise for which a special permit has been granted, as provided for in ~~Section 8.56.080~~**this Chapter**;
- D.— Noise resulting from the operating of motorized lawnmowers fitted with equipment-type mufflers between the hours of 8:00 a.m. and 8:00 p.m.;
- E.— Noise caused by home or building repair or ~~grounds~~**ground** maintenance between the hours of 8:00 a.m. and 8:00 p.m.;
- F.— Athletic events held in stadiums or parks;
- G.— Noise resulting from marching bands and drum and bugle corps while practicing or parading, in accordance with the **applicable** provisions of ~~Section 10.39.060~~**the OCCGF**.

(Ord. 2246, 1981; Prior code §6-1-11(F)).

8.5653.070 Noise—measurement.

For the purpose of determining and classifying any noise as excessive or unusually loud as prohibited by this ~~chapter~~**Chapter**, the following test measurements and requirements may be applied; ~~but a violation of Section 8.56.020 may occur without the following measurements:~~

- A.— The noise shall be measured on a sound level meter, meeting current American National Standards Institute standards, **and** operated on the "A" weighted scale; **and**
- B.— In all sound level measurements, the ambient noise shall be at least ten (10) dB(A) below the specific noise source being measured; or
- C.— In all sound level measurements, consideration shall be given to the effect of the ambient noise level created by the encompassing noise of the environment from all sources at the time of the sound level measurement.

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~~(Prior code §6-1-11(G)).~~

8.5653.080 Relief permit.

Applications for a permit for relief from the noise level designated in this ~~chapter~~**Chapter**, on the basis of undue hardship, may be made to the ~~chief of police~~**Great Falls Police Department (GFPD)**. Any permit granted by the Chief of Police **or designee** shall contain all conditions upon which the permit has been granted and shall specify a reasonable time that the permit shall be effective. The Chief of Police **or designee** may grant the permit applied for if ~~he finds that~~:

- A.—~~The additional~~ **Additional** time is necessary for the applicant to alter or modify the activity or operation to comply with this ~~chapter~~**Chapter**;
- B.— The activity, operation, or noise source will be of temporary duration, and **it** cannot be performed in the manner that would comply with other sections of this ~~chapter~~**Chapter**;
- C.— No other reasonable alternative is available to the applicant; **or**
- D.— The Chief of Police may prescribe any conditions or requirements deemed necessary to minimize adverse effects upon the community or surrounding neighborhood.

~~(Prior code §6-1-11(H)).~~

8.5653.090 Enforcement.

The ~~Chief of Police~~**GFPD** shall assign duties of enforcement to personnel trained in noise control techniques and procedures and equipped with sound level meters of a standard design. Enforcement of ~~OCGF 8.56.030(C)~~**the provisions of this Chapter** rests solely with the police officer responding to the call or hearing the violation. Officers have discretion in considering options available, including issuing a warning, ~~a notice to appear, or arresting the violator~~ **or a Notice to Appear**.

~~(Ord. 2790, 2000; Prior code §6-1-11(N)).~~

8.5653.100 Violations—~~from moving noise source or sources~~Motor vehicle.

Violations of this ~~chapter~~**Chapter** in which the noise source is a ~~truck, bus, passenger car, motorcycle, snowmobile, minibike, or other self-propelled~~**motor** vehicle shall be cause for ~~summons and warrant~~**Notice to issue forthwith**. ~~Machines or devices not customarily used or designed for transportation are excluded from this section~~**Appear to be issued**.

~~(Prior code §6-1-11(L)).~~

8.56.12053.110 Violations—penalties.

~~Whenever in any section of this chapter or rule or regulation promulgated under this chapter, the doing of any act is required, prohibited or declared to be unlawful and no definite fine or penalty is provided for a violation thereof, any person who is convicted of a violation of any such section shall, for each offense, be fined in a sum of not more than three hundred dollars (\$300.00) or imprisoned not to exceed ninety (90) days, or both so fined or imprisoned. Each day such violation is committed or permitted to continue shall constitute a separate offense.~~

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~~(Prior code §6-1-11(I)).~~

~~8.56.130 — Violation—additional remedy—injunction.~~

~~As an additional remedy, the operation or maintenance of any noise source in violation of any provision of this chapter and which causes discomfort and annoyance to any reasonable person of normal sensitivity or which endangers the comfort, repose, health or peace of residents in the area shall be a public nuisance and may be subject to abatement summarily by a restraining order or injunction issued by a court of competent jurisdiction.~~

~~(Prior code §6-1-11(J)).~~

~~Chapter 60 — APPLIANCE SAFETY PRECAUTIONS~~

~~Sections:~~

~~8.60.010 Appliance safety precautions.~~

~~8.60.010 — Appliance safety precautions.~~

~~All refrigerators and similar appliances shall be housed inside secure buildings irrespective of use. Any refrigerator or similar appliance which is used for other than perishable storage, abandoned, unattended or discarded shall have the door removed or the locking mechanism removed and an auxiliary hasp and padlock installed.~~

- ~~(A. Unless otherwise specified, a person responsible of causing a violation of this Chapter is guilty of a misdemeanor punishable by a fine not to exceed five hundred dollars (\$500.00), a term not exceed six (6) months in jail, or both.~~
- ~~B. A premises upon which a violation of this Chapter is occurring is hereby declared a Nuisance in violation of Chapter 49 of this Title.~~

~~(Ord. Ord. 2430 §2, 1986; prior code §6-4-1).~~

~~3181, 2018; Ord. 3118, 2014; Ord. 3057, 2010; Ord. 2993, 2008; Ord. 2920, 2005; Ord. 2803, 2001; Ord. 2790, 2000; Ord. 2743, 1998; Ord. 2728, 1997; Ord. 2695, 1995; Ord. 2672, 1995; Ord. 2614, 1991; Ord. 2603, 1991; Ord. 2507, 1988; Ord. 2506, 1988; Ord. 2500, 1988; Ord. 2491, 1988; Ord. 2450, 1987; Ord. 2449, 1987; Ord. 2432, 1986; Ord. 2430, 1986; Ord. 2417, 1986; Ord. 2246, 1981;~~

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Ord. 1857, 1975; Prior Codes: §§ 9-9-4, 9-9-3, 9-9-2, 9-9-1, 8-6-5, 8-6-3, 8-6-2, 8-6-1, 8-3-12, 8-3-10, 8-3-4, 8-3-1, 8-2-2, 8-2-1, 8-1-8, 8-1-7, 8-1-6, 8-1-5, 8-1-4, 8-1-3, 8-1-2, 8-1-1, 6-4-1, 6-1-11, 4-12-2, 4-12-1)



Item: Ordinance 3187 - An Ordinance to Amend Ordinance 2903, for the property located in Jewell Addition, Lot 4, Block 1 to allow a "Residence, Multi-family" land use within the Emerald Green PUD

From: Brad Eatherly, Planner I, Planning and Community Development

Initiated By: T&M Properties and Development LLC

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

Action Requested: City Commission accept Ordinance 3187 on first reading and set a public hearing for July 3, 2018.

Suggested Motion:

1. Commissioner moves:

"I move that the City Commission (accept/not accept) Ordinance 3187 on first reading and (set/not set) a public hearing for July 3, 2018."

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

Staff Recommendation:

Staff is recommending that the proposed amendment to the PUD be approved at the July 3 Public Hearing. At the conclusion of a public hearing held on May 8, 2018, the Zoning Commission recommended the City Commission approve the amendment request to allow a Residence, multi-family land use to the Emerald Green PUD Planned Unit Development for the subject property subject to the fulfillment of the following Conditions of Approval:

Conditions of Approval:

1. General Code Compliance. The proposed project shall be developed consistent with the conditions in this report, and all codes and ordinances of the City of Great Falls, the State of Montana, and all other applicable regulatory agencies.

2. Amended Plat. Provide an Amended Plat of the subject property which shall incorporate corrections of any errors or omissions noted by Staff.

3. Utilities. The final engineering drawings and specifications for public improvements for the subject property shall be submitted to the City Public Works Department for review and approval.

4. Land Use & Zoning. Development of the property shall be consistent with the allowed uses and specific development standards for this amended PUD Planned Unit Development district designation.

5. Subsequent Modifications and Alterations. If after establishment of the amended PUD, the owner proposes to expand or modify the use, buildings, and/or structures, the Director of the Planning and Community Development Department shall determine in writing if such proposed change would alter the finding for one or more review criteria. If such proposed changes would alter a finding, the proposal shall be submitted for review as a new development application. If such proposed change would not alter a finding, the owner shall obtain all other permits as may be required.

6. Emergency Access: Prior to issuance of a Certificate of Occupancy for the project, the applicant shall install an emergency access for the project site in compliance with Great Falls Fire Rescue Department (GFFR) requirements.

Summary:

The applicant is proposing to develop three 12-unit apartment buildings for a total of 36 units on Lot 4A, a ±2.267 acre parcel located on the south side of American Avenue, between the Hickory Swing Golf Course and Emerald Drive.

Because the original PUD only allowed for the retirement community option for Lot 4A, the PUD must be amended in order to allow the new developer's request to construct apartments on the property. In addition to the new apartment buildings, the applicant's proposal also includes an amended plat showing the access drive on the east side of the property leading to Hickory Swing Golf Course being deeded to the golf course owner. Currently, the driveway encroaches on Lot 4A.

Amended Planned Unit Development Request:

The applicant, T&M Properties and Development LLC, proposes development standards that will only be applied to Lot 4A of the Emerald Green PUD. The remaining lots in the PUD have already been developed and will retain the standards originally approved in the 2006 PUD.

The applicant has proposed that the development standards for Lot 4A include specifications from the City's R-6 Multi-family High Density zoning district including residential density, minimum lot size for newly created lots, and lot size proportions for newly created lots. The proposed PUD standards would allow for a higher maximum building height for accessory structures and buildings, a shorter rear yard setback and allows for a detached garage. A table showing the proposed development standards is attached to this report, and staff has no objections to these minor deviations from the R-6 zoning district.

The applicant is proposing ingress and egress for the development to occur off American Avenue. The Fire Department requested an additional point of access in case of blockage to the American Avenue access point. In response, the applicant has provided a secondary emergency access from the golf course drive that will include a knockdown emergency gate. The GFFR concurs with this secondary access proposal.

The original PUD called for extending Emerald Drive to connect the condominiums with the originally approved retirement home on Lot 4A. The applicant prefers to not connect the proposed apartments to the existing condominiums due to cost and the desire to heavily landscape and berm the project. Because

the proposed use has now changed and the emergency service issue has been resolved, staff is agreeable to this proposal.

Improvements:

Sidewalks and Boulevards: A boulevard style sidewalk will be installed along American Avenue to meet OCCGF requirements. The applicant is also proposing to build interior walkways for the residents of the complex. Rather than a conventional tree-lined boulevard, a landscaped berm is proposed to serve as a noise and visual buffer between the development and the rail yard on the north side of American Avenue. Staff supports the logic of the applicant's request to mitigate railroad noise and believes the berming and landscaping approach is preferable to the continuation of fencing found along the condominium project to the west.

Parking: The applicant is proposing two (2) detached garages, each 2,016 square feet, and two carports. One carport is proposed at 672 square feet while the other is proposed at 1,344 square feet. The total amount of covered parking spaces comes to 28. The applicant is also proposing 26 surface parking spaces, 4 of which will be handicap accessible. A total of 54 parking spaces are proposed, which complies with code.

Utilities: The Owner is responsible for the installation of all public utilities in order to serve the proposed project. The on-site improvements required for the development of the subject property shall be installed as shown on the final construction plans that are submitted to and approved by the Public Works Department. The on-site improvements shall include everything required to provide water, sanitary sewer, stormwater management, and private utilities.

Stormwater Management: The applicant is proposing to incorporate stormwater management into the design of the site. Several low impact development facilities such as a long biofiltration swale on the west side of the property and a large detention pond on the south side of the property will address water quality treatment. A Stormwater Management Plan shall be developed to City standards and shall be submitted to the City Public Works Department for review and approval prior to issuance of building permits.

Hickory Swing Golf Course Access: The applicant is currently seeking to deed the access road that leads to the Hickory Swing Golf Course to said golf course owners.

Neighborhood Council and Public Input: The subject property is located in Neighborhood Council #2. The applicant presented information to Council #2 on September 13, 2017, and the Council voted in favor of the project. The applicant met with Neighborhood Council #2 again on May 9, 2018, and the Council voted unanimously in favor of the project.

On May 3, prior to the Planning Advisory Board/Zoning Commission public hearing, the City received a letter of opposition to the PUD amendment from the Emerald Green Condominium Association. This letter, which is attached to the agenda report, cited concerns about traffic, potential for accidents, and emergency response in the case of a chemical spill. The letter expressed a preference for development of the property with either single family homes or condominiums.

At the Zoning Commission meeting on May 8, residents of the adjacent condominium development were in attendance. All but one resident opposed the proposed amendment to the PUD. Concerns cited by the residents involved potential traffic safety impacts to American Avenue as well as its intersection with 6th Street SW, lack of bus service, lack of safe play space for children, and the need for buffering. Despite those concerns, the Zoning Commission recommended in favor of the project.

Conclusion: City staff believes that the proposed amendment to the PUD is supportable for several reasons: 1) it allows for vacant land to finally be developed, 2) the proposed use is very similar in impact to the originally approved use of the property as a retirement home, and 3) the proposed improvements, particularly the berming and landscaping, will improve the general quality of the area.

The basis for decision on Planned Unit Development request is listed in OCCGF §17.16.29.050. The recommendation of the Zoning Commission and the decision of City Commission shall at minimum consider the criteria which are attached as Basis - Planned Unit Development.

Background:

The subject property, which will be renamed Lot 4A, was part of a larger acreage rezoned to Planned Unit Development in 2006. The original concept proposed development of a 32-unit condominium project within Lot 3A along with construction of Emerald Drive, as well as a retirement home on the subject property. A 9,400 square foot exercise facility was proposed to be built on Lot 1AA as an addition to, or to replace the golf course clubhouse. Neither the exercise facility nor retirement home were ever constructed, and the subject property has been vacant since the PUD was created 13 years ago. Lot 1 of the PUD is more commonly known as Hickory Swing Golf Course. Lot 3 has been developed as the Emerald Green Condominiums.

Fiscal Impact:

Services will be provided by the City, and the cost of infrastructure improvements will be borne by the developer per the agreed upon terms of the attached Improvement Agreement for Jewell Addition Block 1, Lot 4A. The applicant's PUD amendment request does not create any new fiscal impacts above what would have been anticipated if the property was developed for a retirement home.

Alternatives:

The City Commission could deny acceptance of Ordinance 3187 on first reading and not set the public hearing.

Concurrences:

Representatives from the City's Public Works and GFFR have been involved throughout the review and approval process for this project, and will continue throughout the permit approval process. The developer will need to reach out to the City's Mapping and Addressing Division to make sure the development is addressed properly.

ATTACHMENTS:

- ▣ Ordinance 3187
- ▣ Ordinance 3187 Attachment A
- ▣ Basis of Decision
- ▣ Site Plan
- ▣ Aerial Map
- ▣ Zoning Map
- ▣ Elevation
- ▣ Site Photos
- ▣ Traffic Analysis
- ▣ Letter from Condo Association

ORDINANCE 3187

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS TO AMEND ORDINANCE 2903, FOR THE PROPERTY LEGALLY DESCRIBED AS: JEWELL ADDITION, BLOCK 1, LOT 4A, LOCATED IN THE EAST HALF OF SECTION 10, TOWNSHIP 20 NORTH, RANGE 3 EAST, P.M.M. CASCADE COUNTY, MONTANA, TO ALLOW A CHANGE IN PERMITTED USE FOR A PLANNED UNIT DEVELOPMENT (PUD)

* * * * *

WHEREAS, a 90 acre property located to the south of American Avenue was rezoned to Planned Unit Development (PUD) through adoption of Ordinance 2903 by the City Commission on April 5, 2005; and

WHEREAS, T & M Properties and Development LLC, has petitioned the City of Great Falls to amend Ordinance 2903 to allow a Residence, multi-family land to be permitted for Lot 4A, a 2.267 acre tract of land within the larger PUD; and

WHEREAS, the Great Falls Zoning Commission conducted a public hearing on May 8, 2018, to consider said amendment to allow a Residence, multi-family land use to be permitted in the PUD Planned Unit Development district and, at the conclusion of said hearing, passed a motion recommending the City Commission approve the applicant's request; and,

WHEREAS, notice of said amendment to the subject property was published in the *Great Falls Tribune* advising that a public hearing on this amendment would be held on the 3rd day of July, 2018, before final passage of said Ordinance herein; and

WHEREAS, following said public hearing, it was found and decided that the amendment on said property meets the Basis of Decision requirements in the Official Code of the City of Great Falls (OCCGF), Section 17.16.29.050, and that the said amendment be made.

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

Section 1. It is determined that the herein requested rezoning meets the criteria and guidelines cited in Mont. Code Ann. §76-2-304, and Section 17.16.29.050 of the OCCGF.

Section 2. That Ordinance 2903 pertaining to the property legally described as: Jewell Addition Block 1, Lot 4A, located in the East half of Section 10, Township 20 North, Range 3 East, P.M., City of Great Falls, Cascade County, Montana, be amended to allow a Residence, multi-family land use, subject to the setbacks, and other development standards attached hereto as

Attachment A, and by this reference made a part hereof, as well as all other applicable regulatory codes and ordinances.

Section 3. Where the OCCGF regulations apply to a specific zoning district, the R-6 Multi-family high density district regulations shall apply to the property within the PUD.

Section 4. This ordinance shall be in full force and effect thirty (30) days after its passage and adoption by the City Commission.

ACCEPTED by the City Commission of the City of Great Falls, Montana on first reading June 5, 2018.

ADOPTED by the City Commission of the City of Great Falls, Montana on second reading July 3, 2018.

Bob Kelly, Mayor

ATTEST:

Lisa Kunz, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

Sara Sexe, City Attorney

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

I, Lisa Kunz, City Clerk of the City of Great Falls, Montana, do certify that I did post as required by law and as prescribed and directed by the Commission, Ordinance 3187 on the Great Falls Civic Center posting board and the Great Falls City website.

Lisa Kunz, City Clerk

(CITY SEAL)

LOT 4, BLOCK 1 JEWEL ADDITION PUD ZONING STANDARD

Standard	Silver Stone PUD	R-6
Residential density	-	500 sq. feet of lot area per dwelling unit
Minimum lot size for newly created lots	-	7,500 sq. feet
Minimum lot width for newly created lots	-	50 feet
Lot proportions for newly created lots (maximum depth to width)	-	2.5:1
Maximum building height of principal building	40 feet	65 feet
Maximum building height of detached garage	18 feet	24 feet, but may not be higher than the uppermost elevation of the principal building
Maximum building height of other accessory structures and buildings	18 feet	12 feet
Minimum front yard setback	15 feet	15 feet
Minimum rear yard set back	10 feet	15 feet
Minimum side yard set back	7.5 feet	5 feet
Maximum lot coverage of principal and accessory buildings	17%	Corner lot: 70% Other types: 60%
Maximum Attached Garage	-	-
Maximum Detached Garage	2,100 Square Feet	-

BASIS OF DECISION – PLANNED UNIT DEVELOPMENT

Amended Plat of the Jewell Addition, Block 1, Lot 4, Section 10, Township 20 North,
Range 3 East, PM, City of Great Falls, Cascade County, MT

PRIMARY REVIEW CRITERIA:

The basis for decision on planned unit developments is listed in Official Code of the City of Great Falls § 17.16.29.050 of the Land Development Code. The recommendation of the Zoning Commission and the decision of City Commission shall at a minimum consider the following criteria:

1. The development project is consistent with the City's Growth Policy;

The proposed rezoning is consistent with the overall intent and purpose of the 2013 City Growth Policy Update. This project is strongly supported by the Social and Physical portions of the Growth Policy, specifically the goals and principles to: 1) enhance the urban built environment by promoting infill and redevelopment in the City; and 2) encourage a balanced mix of land uses throughout the City.

Social - Housing

- Soc1.4.2 Expand the supply of residential opportunities including single family homes, apartments, manufactured homes and assisted living facilities.
- Soc1.4.6 Encourage a variety of housing types and densities so that residents can choose by price or rent, location and place of work.
- Soc1.4.13 Protect the character, livability and affordability of existing neighborhoods by ensuring that infill development is compatible with existing neighborhoods.

Environmental - Urban Form

- ENV2.3.1 In order to maximize existing infrastructure, identify underutilized parcels and areas with infill potential as candidates for redevelopment in the City.

Physical - Land Use

- Phy4.1.1 Promote and incentivize infill development that is compatible with the scale and character of established neighborhoods.
- Phy4.1.3 Create a balanced land use pattern that provides for a diversity of uses that will accommodate existing and future development in the City.
- Phy4.1.4 Foster the development of safe, walkable, neighborhoods with a mix of uses and diversity of housing types.
- Phy4.1.5 Encourage and incentivize the redevelopment or adaptive reuse of vacant or underutilized properties so as to maximize the City's existing infrastructure.

2. The development project is consistent with applicable neighborhood plans, if any;

Great Falls is separated into nine Neighborhood Councils. There are no adopted Neighborhood

Plans for any of the Councils within the City. The subject property is located in Neighborhood Council #2. The Owner presented information to Council #2 on September 13, 2017, and the Council voted in favor of the project. The applicant is planning to meet with the Council again on May 9, 2018.

3. The establishment, maintenance, or operation of the development project will not be detrimental to, or endanger the public health, safety, morals, comfort or general welfare;

Any development within the City limits requires a review of how the development will impact the public health, safety and welfare. It is not anticipated that the proposed PUD amendment will have any negative impact. The proposed project will be heavily landscaped beyond typical projects. Public health issues have been addressed through the provision of City utilities. Public safety will be improved by the redevelopment of this vacant lot into a contributing portion of the surrounding area. Additionally, a emergency service access has been added to the applicant's plan to address Fire Department requirements for secondary access.

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

The proposed amended PUD provides multi-family housing. Even though the project does increase the density of the lot, the development is still consistent with intent of the original PUD because the development intensity and traffic impacts of apartments are very similar to that of retirement homes. The proposal will not be injurious to the use and enjoyment of other property in the immediate vicinity, nor substantially diminish and impair property values in the area. Most of the surrounding area is not residential in nature. Staff believes that putting this vacant lot to productive use with a significant amount of new landscaping will actually improve property values for the condominium owners to the west.

5. The development project will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district;

The amended PUD is located within an existing PUD that has already been partially developed with a total of 27 condominiums to the west and Hickory Swing Golf Course to the south. Therefore, the proposed PUD is not anticipated to impede the normal and orderly development and improvement of the surrounding property for uses permitted.

6. The proposed design of the building and other structures are compatible with the desired character of the neighborhood;

The three proposed apartment buildings feature a contemporary design that is appropriate in scale for the area. The surrounding architectural context was considered in the design of the units.

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

The development of Lot 4A will connect and extend City water and sewer mains and utilize an existing street – American Avenue. The Owner will pay the costs of extending utilities. The

development will be designed to meet all criteria required for stormwater runoff control by utilizing detention and a swale to provide water quality treatment.

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

The development has been designed to utilize American Avenue to provide both ingress and egress for the project. The existing street will have adequate capacity to accommodate traffic generated by the development. According to a traffic analysis performed by City Staff, there will be a net increase of 27 trips per weekday upon completion of the project.

NOTES:

- EXISTING UNDERGROUND INSTALLATIONS & PRIVATE UTILITIES SHOWN ARE INDICATED ACCORDING TO THE BEST INFORMATION AVAILABLE TO THE ENGINEER. THE ENGINEER DOES NOT GUARANTEE THE ACCURACY OF SUCH INFORMATION. SERVICE LINES (WATER, POWER, GAS, SEWER, TELEPHONE, TELEVISION) MAY NOT BE STRAIGHT LINES OR AS INDICATED ON THE PLANS. STATE LAW REQUIRES CONTRACTOR TO CALL ALL UTILITY COMPANIES BEFORE EXCAVATION FOR EXACT LOCATIONS.
- ALL ONSITE UTILITY IMPROVEMENTS SHALL CONFORM TO THE PLUMBING CODE (UPC) AND ALL ADMINISTRATIVE RULES OF MONTANA AND MODIFICATIONS TO THE UPC.
- ALL IMPROVEMENTS SHALL BE PERFORMED IN ACCORDANCE WITH MONTANA PUBLIC WORKS STANDARD SPECIFICATIONS 6TH EDITION, APRIL, 2010, INCLUDING ALL ADDENDUMS, AND ANY APPLICABLE CASCADE COUNTY STANDARDS.
- ALL PROPOSED WORK WITHIN AMERICAN AVENUE RIGHT-OF-WAY, INCLUDING CURB & GUTTER, PAVING, LANDSCAPE, ETC., IS SUBJECT TO THE APPROVAL OF THE MONTANA DEPARTMENT OF TRANSPORTATION (MDT).
- UNLESS OTHERWISE SPECIFIED, ALL CONSTRUCTION LAYOUT AND STAKING SHALL BE PERFORMED UNDER THE RESPONSIBLE CHARGE OF A LAND SURVEYOR LICENSED IN THE STATE OF MONTANA AND BY A PARTY CHIEF OR ENGINEERING TECHNICIAN EXPERIENCED IN CONSTRUCTION LAYOUT AND STAKING TECHNIQUES AS ARE REQUIRED BY THE SPECIFIC TYPE OF WORK BEING PERFORMED.
- ALL EARTHWORK, TRENCHING, GRADING, FILLING, ETC., SHALL BE PERFORMED IN ACCORDANCE WITH GEOTECHNICAL INVESTIGATION REPORT RECOMMENDATIONS PREPARED FOR THIS PROJECT IF APPLICABLE.

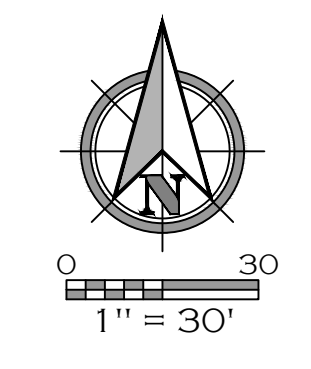
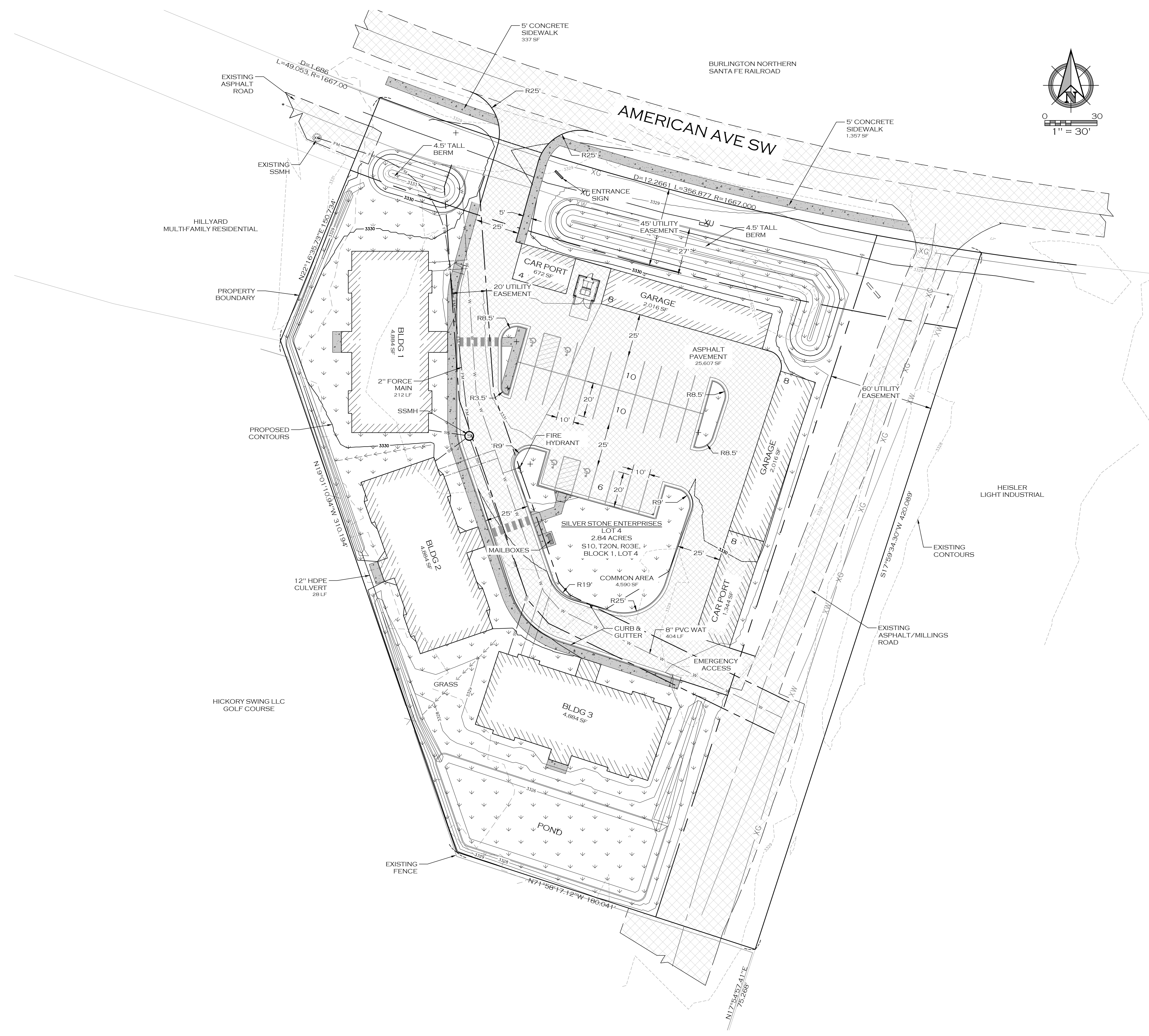
SITE INFO

AREA	123,651 SF	
	2.84 ACRES	
LANDSCAPING		
GREEN SPACE	62,135 SF	(50.25%)
IMPERVIOUS	61,516 SF	(49.75%)
PARKING		
1.5 STALLS PER UNIT		
36 UNITS x 1.5 =	54 PARKING STALLS	(REQUIRED)
	54 PARKING STALLS	(PROPOSED)

PUD STANDARDS

LAND USE	P.U.D. HIGH DENSITY RESIDENTIAL
LANDSCAPING	WILL MEET CITY CODE
MAXIMUM BUILDING HEIGHT	40'
MAXIMUM ACCESSORY BUILDING HEIGHT	18'
MAXIMUM ACCESSORY BUILDING AREA	3,500 SF
MAXIMUM BUILDING COVERAGE OF LOT	50% (REQUIRED)
	17% (PROPOSED)
MINIMUM FRONT YARD SET BACK	15'
MINIMUM REAR YARD SET BACK	10'
MINIMUM SIDE YARD SET BACK	7.5'

LOT 4, BLOCK 1, JEWEL
 ADDITION TO THE CITY OF
 GREAT FALLS
 CASCADE COUNTY, MONTANA



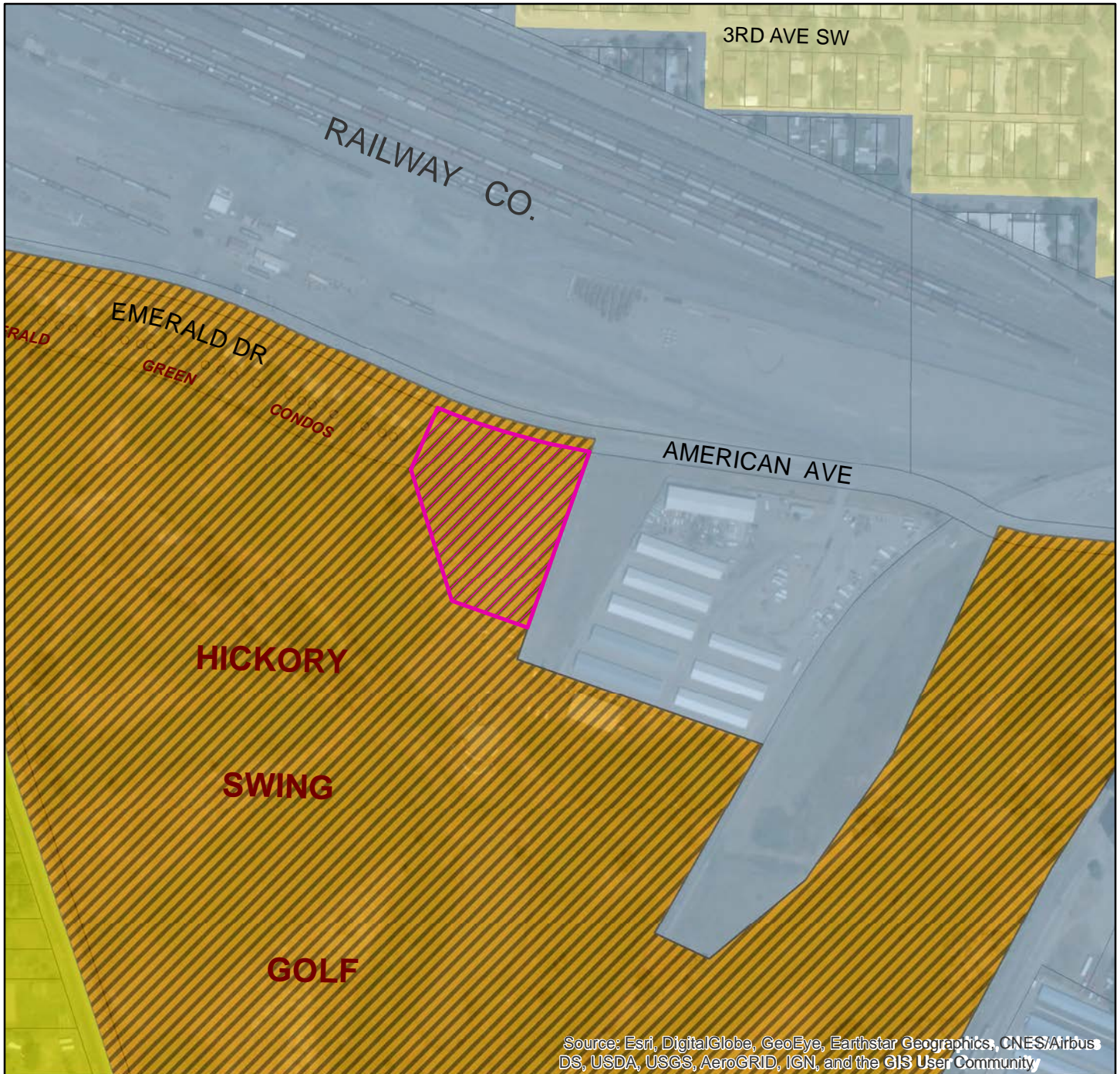


720 ft

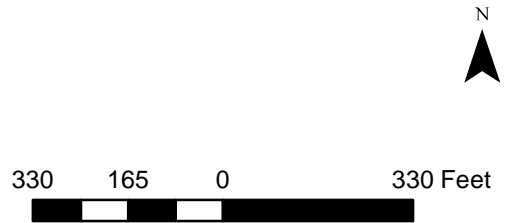


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Zoning Map



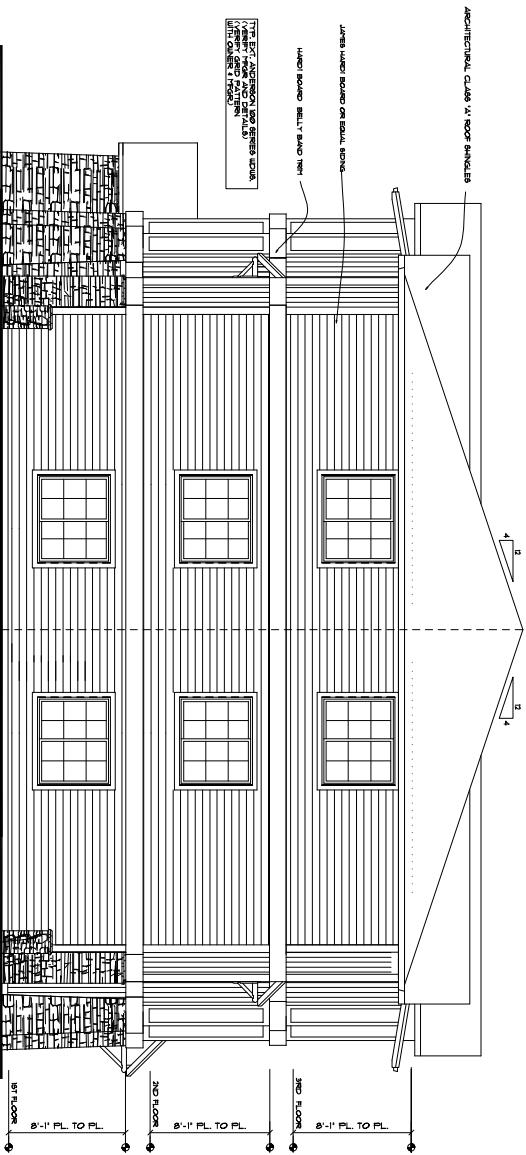
-  Subject Property
-  City Limits
-  Tracts of Land
-  R-1 Single-family Suburban
-  R-3 Single-family High Density
-  PUD Planned Unit Development
-  I-1 Light Industrial



TYPICAL EXTERIOR MATERIALS



FRONT ELEVATION E



RIGHT SIDE ELEVATION

STUDY SET
NOT FOR CONSTRUCTION

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Elevation E
http://www.stocktondesign.com

A111

PLANS
12-2900-318
12-UNEN-APT.
DATE: 06-20-17
SCALE: AS SHOWN

Mark Bartolone
ARCHITECT
NEW YORK, NY. Attachments
Ph: 1.203.209.1579

Building Designs
By
Stockton LLC.
Ph: 1.800.368.0821

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REV: 07-18-18
REV: 06-20-17

Site Photos



Looking Southwest from American Avenue



Looking North from rear of property



Looking West at neighboring condo complex



Looking East towards neighboring storage units

EMERALD GREENS P.U.D. AMENDMENT

A change-in-use has been proposed upon one of the lots (Lot 4, Block 1, Jewell Add. – hereinafter referred to as “Subject Parcel”) within the Emerald Greens Planned Unit Development (PUD). The original traffic analysis for the PUD was performed in 2003. Based upon updated traffic generation numbers for the land uses (Traffic Generation Manual, 9th Edition, 2012, ITE) and a 36 unit multi-family development replacing the assisted living facility, the below analysis considers the change in traffic generation and impact of the proposed PUD Amendment.

ORIGINAL TRIP GENERATION:

Proposed land uses: ~~32~~ **27** residential condominiums units, a ~~64-unit assisted living facility~~ **36-unit multi-family apartment complex**, and a 9,400 square foot exercise facility.

- Trip rates:
 - Residential condominiums (~~5.9~~ **5.81 weekday** trips per unit)
 - ~~Assisted living facility (3.3 trips per unit)~~
 - **Low-rise apartment (6.59 weekday trips per occupied unit)**
 - Exercise facility (24 trips per 1,000 sq. ft.)
- Trip generation:
 - ~~32~~ **27** x ~~5.9~~ **5.81 weekday** trips per unit = ~~189~~ **157** trips per **weekday**
 - ~~64 x 3.3 trips per unit = 211 trips per weekday~~
 - **36 x 6.59 trips per occupied unit = 238 trips per weekday**
 - 9.4 x 24 trips per 1,000 sq. ft. = 225 trips per day

Total trips: ~~625~~ **620** trips per day

The difference between the Subject Parcel’s approved land use (Assisted living facility) and the proposed new use (Low-rise apartment) is a **net increase of 27 trips per day**. Overall, due to the changes to the number of condominiums in the PUD, the trips generated by the PUD is expected to be lower than originally estimated – a reduction of 5 trips – even with the changed land use upon the Subject Parcel.

TRIP DISTRIBUTION:

All of the trips will access the site by way of American Avenue. It is assumed a majority of the trips will access the general area via 6th Street Southwest, although a small portion will use 14th Street Southwest.

TRAFFIC COUNTS:

	<u>Count</u>	<u>Year</u>
• 6 th Street Southwest, just north of American Avenue	14594	(13)
• American Avenue	910	(10)

FUNCTIONAL CLASSIFICATION:

The functional classifications of roadways in the immediate area that serve the PUD are as follows:

- 6th Street Southwest Principal Arterial
- American Avenue Local

The intersection of American Avenue and 6th Street Southwest is unsignalized, with stop control on the west approach of American Avenue.

AREA PROJECTS AND EXISTING CONDITIONS:

American Avenue was re-surfaced in the late 2000s. 6th Street Southwest, at some point, will need resurfacing due to the deteriorating condition of the concrete. However, no project has been scheduled. There are no bicycle or pedestrian facilities on American Avenue.

The asphalt trail along 6th Street Southwest needs resurfacing, but no funding source has been identified for that work. However, the Montana Department of Transportation has a project in the design phase to upgrade ADA ramps along 6th Street Southwest, which will be a positive improvement to both bicyclists and pedestrians.

CONCLUSION/RECOMMENDATIONS:

American Avenue is a narrow, unlighted roadway. The project will comply with Title 17 regarding provision of sidewalks, providing a safe, separated pedestrian walkway in the right-of-way along the frontage of Lot 4. Because American Avenue was not a dedicated public roadway at the time of the development of the condominiums, no public sidewalk was installed.

The proposed change of use from “assisted living” to “low-rise apartment” is not expected to have a significant impact upon the road network, as the difference in projected daily trips is only 27 trips, distributed throughout the day. However, it should be acknowledged that development of the currently vacant parcel may result in some slight increase in delays at the intersection of American Avenue and 6th Street Southwest.

**Great Falls Planning Advisory Board
Zoning Commission
2 Park Drive South
Great Falls Mt 59407**

Subject: Amendment to Lot 4, Block 1, Jewell Addition, Section 10, Township 20 North, Range 3 East, PM, City of Great Falls, Planned Unit Development

To whom it may concern:

I am writing to protest the proposed change that would allow three (3) 12 unit apartment complexes being developed by Silver Stone Homes.

Changing the planned unit development and the allowing of 36 apartments would cause the following:


- 1. Increased traffic use of American Avenue. American Avenue is a thoroughfare that has no shoulder for emergency parking. Vehicles presently back up 4 – 5 cars deep waiting to exit on to 6th Street SW. It is also the main route to a local car dealership vehicle storage facility. (Taylor Auto Max). An apartment complex would increase the vehicle using American Avenue by at least 36 cars per day if not more, depending on how many people are living and using vehicles in each apartment unit.**
- 2. Probability of accidents occurring with vehicles exiting and entering Hickory Swing Golf Course. Another area of increased vehicles waiting enter or exit American Avenue.**
- 3. Chemical hazard event. In 2014 there was a chemical spill event at Burlington Northern Train Yard. This event caused the closure of both entrances to American Avenue. Our homeowners were prevented from entering to go to their residences, and those at home were told to prepare for evacuation. How much more complex evacuation procedures would be dealing with 36 or more individuals?**

I would request that the board not approve this proposal.

I am a resident of Emerald Green Condominiums and presently the Chairperson of the Board. I speak for a majority of the homeowners that request your Planning Advisory Board to disapprove of such a complex. We would appreciate single family dwellings or a 6 to 8 unit condominium complex that would foster home ownership. Yes, even that our increase traffic, but not to such a great extent. In addition, home ownership brings a sense of commitment to the community that an apartment complex does not.

I am planning on attending this meeting along with some other members of the association.

Sincerely,


**Patty Jo Sheldon
1214 Emerald Drive
Great Falls MT 59404
406-453-1320**



Item: Resolution 10235, "A Resolution Establishing a Policy Concerning Appointments to Boards and Commissions and Repealing Resolution 10059."

From: Legal Department

Initiated By: Great Falls Tourism Business Improvement District

Presented By: Sara R. Sexe, City Attorney

Action Requested: Remove the item from the table and adopt Resolution 10235.

Suggested Motion:

1. Commissioner moves:

"I move that the City Commission remove Resolution 10235 from the table for purposes of discussion and potential action on the item."

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

AND,

1. Commissioner moves:

"I move that the City Commission (adopt/not adopt) Resolution 10235 as set forth in Attachment "A" or Attachment "B"."

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

Staff Recommendation:

Staff recommends that the City Commission adopt Resolution 10235.

Background:

Recently, the Great Falls Tourism Business Improvement District (TBID) contacted members of the Commission, as well as City Staff, regarding appointments of Trustees to Business Improvement District (BID) Boards. The District expressed concern over current appointment policy making it difficult to

recruit and retain Trustees to serve on the Board. With many of the business owners within the District being out of city residents, the number of individuals that would qualify for trustee positions is very limited. If current adoption policy remains in place, BID's may be in danger of losing the appropriate number of members to establish a quorum.

In response to this concern, Staff has drafted Resolution 10235. Resolution 10235 repeals Resolution 10059 pertaining to appointment policy. Many of the policy provisions remain the same in the resolution under consideration. However, if Resolution 10235 is adopted, Business Improvement Districts would be allowed to make recommendations for appointment pursuant to District adopted by-laws.

Current policy already allows special consideration in appointments for Housing Authority Board appointments, Great Falls International Airport Authority appointments, and Library Board appointments. By allowing BID's the consideration proposed by Resolution 10235, Districts will be able to more effectively recruit and retain Trustees.

Resolution 10235 was tabled on May 15, 2018. The resolution was tabled based on concern by members of the Commission that the proposed policy change could result in BID Board membership becoming stagnant, as there could be no incentive for BID's to recommend new members. Representatives from the TBID, the Great Falls BID, and Great Falls Development Authority spoke in favor of the proposed policy change, and the TBID representative explained that organization's ongoing efforts to recruit and retain new members. Commissioner Moe also expressed concern regarding Section 5 of the Resolution allowing members of Boards or Commissions to be re-appointed without advertising for additional candidates. Staff advised that despite that provision, open board positions are still advertised, often not resulting in additional applicants.

In response to these concerns, Staff received suggested revisions of the resolution from members of the Commission. However, as there appeared to be no consensus on the proposed revisions, Staff is therefore presenting Resolution 10235 again, as presented on May 15, 2018, as Attachment "A". Commissioner Bronson drafted an amended version of the Resolution and is included as Attachment "B". Staff recommends removal from table discussion and possible action.

ATTACHMENTS:

- ▢ Resolution 10235 - Attachment "A"
- ▢ Resolution 10235 - Attachment "B"

RESOLUTION NO. 10235

A RESOLUTION ESTABLISHING A POLICY CONCERNING APPOINTMENTS TO BOARDS AND COMMISSIONS AND REPEALING RESOLUTION 10059.

WHEREAS, the City Commission has the responsibility, both solely and in conjunction with other units of government, for making appointments to several Boards and Commissions; and

WHEREAS, Resolution 10235 will apply to all Boards and Commissions unless federal or state law dictates otherwise; and

WHEREAS, the purpose of the City Boards and Commissions is to provide opportunity for citizen participation in government and provide assistance and recommendations to the City Commission; and

WHEREAS, the City Commission is committed to involving as many citizens as possible in the decision-making process.

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

1. It is the policy of the City Commission that, unless otherwise specified by resolution, ordinance or provision herein, the maximum uninterrupted length of service on any single board or commission shall be two consecutive terms, exclusive of the time served on any unexpired term, for each person appointed by the City Commission.
2. Members whose terms expire shall serve until a successor is appointed and qualified.
3. Great Falls Housing Authority Tenant Members shall serve five consecutive two year terms, exclusive of the time served on any expired term.
4. Business Improvement Districts may recommend appointments pursuant to any by-laws adopted by the recommending district.
5. In the case of a member eligible for and interested in reappointment, if the member is in good standing and the applicable board or commission recommends that the member be reappointed, his or her application shall be brought before the City Commission for consideration for reappointment without advertising for other citizen interest.
6. Boards and commissions are encouraged to make recommendations to the City Commission regarding appointments to vacant positions on any Board or Commission, but the City Commission reserves the right to accept or reject those recommendations. The City Commission also reserves the right to interview applicants to any board or commission.
7. Citizens may not serve on two or more boards or commissions simultaneously, unless authorized to do so by the City Commission.

8. Unless otherwise provided by resolution or ordinance, all terms shall begin on the date of appointment.
9. The City Manager shall approve an internal advertising and appointment procedure for member recruitment.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, this 5th day of June, 2018.

Bob Kelly, Mayor

ATTEST:

Darcy Dea, Deputy City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

Sara R. Sexe, City Attorney

RESOLUTION NO. 10235

A RESOLUTION ESTABLISHING A POLICY CONCERNING APPOINTMENTS TO BOARDS AND COMMISSIONS AND REPEALING RESOLUTION 10059.

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WHEREAS, the City Commission is committed to involving as many citizens as possible in the decision-making process;

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

1. Except as provided below, or as otherwise specified by ordinance or other resolution adopted by the City Commission, the maximum uninterrupted length of service on any single board or commission shall be two consecutive terms, exclusive of the time served on any unexpired term, for each person appointed by the City Commission.

The following boards and commissions are excepted from this requirement, in the following particulars:

- a) Great Falls Housing Authority: In accordance with state law, tenant members may serve five (5) consecutive two-year terms, exclusive of the time served on any expired term [Mont. Code Ann. § 7-15-4432(2)].
 - b) Business Improvement Districts: district boards established to govern the affairs of a business improvement district may recommend to the City Commission appointments pursuant to any by-laws adopted by the recommending district. Subject to the provisions of Section 5 below, if a district board can demonstrate that its active efforts to recruit qualified and eligible new applicants to replace a board member who has served two consecutive terms have been unsuccessful, the City Commission will consider waiving the term limit for no more than one additional term.
2. Members whose terms expire shall serve until a successor is appointed and qualified.
 3. In the case of a member eligible for and interested in reappointment, if the member is in good standing and the applicable board or commission recommends that the member be reappointed, his or her application shall be brought before the City Commission for consideration for reappointment without advertising for other citizen interest. The City Commission reserves the right to accept or reject that member for reappointment.

4. Boards and commissions are encouraged to make recommendations to the City Commission regarding appointments to vacant positions on any Board or Commission, but the City Commission reserves the right to accept or reject those recommendations.
5. The City Commission acknowledges that some board and commissions may have adopted bylaws and/or policies to assist in the management of their affairs, and that some of these same by-laws and/or policies may contain provisions regarding appointments and tenure of board and commission members, and processes for recruitment. The City Commission is not bound by these bylaws and/or policies. Except as provided by federal or state law, the authority of the City Commission in the appointment process is paramount and supersedes any bylaw provisions and/or policies.
6. The City Commission reserves the right to interview applicants to any board or commission.
7. Citizens may not serve on two or more boards or commissions simultaneously, unless authorized to do so by the City Commission.
8. Unless otherwise provided by resolution or ordinance, all terms shall begin on the date of appointment.
9. The City Manager shall approve an internal advertising and appointment procedure for member recruitment.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, this 5th day of June, 2018.

Bob Kelly, Mayor

ATTEST:

Darcy Dea, Deputy City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

Sara R. Sexe, City Attorney



Item: Resolution 10236, titled, "A RESOLUTION DECLARING AND CERTIFYING A NUISANCE LOCATED ON CERTAIN PROPERTY AT 1425 3RD AVENUE SOUTHWEST, LOT 3A, BLOCK 9, COMMUNITY HALL 2, CASCADE COUNTY, MONTANA, TO BE ABATED

From: Craig Raymond, Director, Planning and Community Development

Initiated By: Craig Raymond

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

Action Requested: Adopt Resolution 10236 declaring and certifying that the public nuisance at 1425 3rd Ave Southwest has been abated.

Public Hearing:

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (adopt/deny) Resolution 10236, Declaring and certifying that a nuisance located on certain property located at 1425 3rd Avenue Southwest, Lot 3A Block 9, Community Hall 2, Cascade County, Montana, has been abated.”

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

Staff Recommendation:

Staff recommends the City Commission adopt Resolution 10236 declaring and certifying that the public nuisance at 1425 3rd Ave Southwest has been abated.

Background:

Beginning in 1981, and continuing through February 2017, the Great Falls Planning and Community Development Department received multiple complaints about the condition of the property located at 1425 3rd Avenue Southwest, Lot 3A Block 9, Community Hall 2, Great Falls, Montana 59404.

Based on eight separate inspections conducted from the public right of way between April 7, 2017, and September 25, 2017, numerous violations were shown to exist consistent with the history of complaints. During the inspections, the following conditions were observed on the property:

1. Salvage items throughout the property, front and side yard, back yard, and between the residence and garage;
2. Large mounds of soil and/or dirt;
3. Stacks of concrete blocks/masonry;
4. Stacks of wood;
5. Fence sections and/or pallets;
6. Exercise equipment;
7. Rims/wheels/tires;
8. Miscellaneous metal, metal barrels;
9. Mechanical Saw;
10. Tall grass and weeds; and
11. Numerous unlicensed vehicles on the property in a state of disrepair and illegally parked on the property without the required off-street parking surfacing.

Staff found that these conditions constituted a Nuisance as defined by the Official Code of the City of Great Falls (OCCGF) 8.49.010.

On December 5, 2017, the City Commission conducted a public hearing and adopted Resolution 10173 declaring the above cited conditions on said property to be a nuisance and ordered Mr. Wayne Preston to abate the nuisance within 30 days and authorized city staff to force abatement if Mr. Preston did not comply. City Staff worked with Mr. Preston subsequent to the nuisance declaration and Mr. Preston ultimately chose to come into compliance as a result of the City Commission's actions. At this point in time, staff is satisfied that the nuisance has been abated.

Fiscal Impact:

Although considerable staff time has been expended to respond to the original complaints and managing the abatement process, staff is not seeking to impose any demand for payment as a result of the code violation and nuisance abatement.

ATTACHMENTS:

- Resolution 10236
- Resolution 10236 Photo Exhibits

RESOLUTION 10236

**A RESOLUTION DECLARING AND CERTIFYING A
NUISANCE LOCATED ON CERTAIN PROPERTY AT 1425 3RD
AVENUE SOUTHWEST, LOT 3A, BLOCK 9, COMMUNITY
HALL 2, CASCADE COUNTY, MONTANA, HAS BEEN ABATED**

WHEREAS, on December 5, 2017, the City Commission of the City of Great Falls held a public hearing pursuant to OCCGF Section 8.49.050 to receive public testimony regarding and consider Resolution 10173 declaring certain property at 1425 3rd Avenue Southwest to be a nuisance; and

WHEREAS, after said public hearing, the City Commission adopted Resolution 10173 declaring said property a nuisance; and

WHEREAS, Wayne A. Preston, (hereinafter “property owner”), owner of the real property and structures ordered to be abated, answered said order to abate the nuisance and did satisfactorily remove the nuisance as so ordered; and

WHEREAS, the City Commission has considered Resolution 10236 on June 5, 2018, regarding the property pursuant to OCCGF Section 8.49.050, hearing the testimony of the City personnel and the public comment of any other interested party, who may be present, and desired to testify respecting the condition of the property and the abatement of said nuisance.

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

1. Staff and other interested parties having presented evidence of the condition of the subject property, and having described the condition of the subject property, the City Commission does hereby find the nuisance has been abated pursuant to OCCGF Section 8.49.080.
2. It is further declared that, the owner, Mr. Wayne Preston has voluntarily completed the abatement as so ordered by the City Commission and pursuant to OCCGF Section 8.49.070, no statement of expense or lien against the property is required.
3. City staff shall file a certificate in the form of this resolution with the County Clerk and Recorder’s Office stating that the nuisance has been satisfactorily abated, as required by Section 8.49.080, OCCGF.

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

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on June 5, 2018.

Bob Kelly, Mayor

ATTEST:

Darcy Dea, Deputy City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

Sara R. Sexe, City Attorney







Item: Resolution 10238 to Create Great Falls Park District Number 1.

From: Park and Recreation

Initiated By: Park and Recreation

Presented By: Steve Herrig, Park & Recreation Director

Action Requested: Adopt Resolution 10238.

Suggested Motion:

1. Commissioner moves:

"I move that the City Commission (adopt/deny) Resolution to 10238 to Create Great Falls Park District Number 1."

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

Staff Recommendation:

Staff recommends the City Commission adopt Resolution 10238 to Create Great Falls Park District Number 1.

Summary:

Staff requests that the Commission adopt a Resolution declaring Great Falls Park District Number 1 created pursuant to Mont. Code Ann. Title 7, Chapter 11, Part 10, a mechanism to establish an annual assessment and provide for a method of assessments for the purposes of funding and/or financing costs associated with providing services including but not limited to:

- (A) Maintenance, repair, replacement, upkeep, installation, improvement, operational enhancement, construction, reconstruction, acquisition of land;
- (B) Implementation of measures required to maintain public health and safety or meet legal or regulatory requirements;
- (C) Purchasing, replacing, and/or maintaining equipment, tools or vehicles used to carry out the functions described herein; and/or
- (D) Any other functions, labor, supplies and/or materials necessary for management and

maintenance of City-owned facilities, lands, and equipment under the responsibility and care of the City of Great Falls Park and Recreation Department including but not limited to:

- i. Public parks and park areas (as described in the City of Great Falls Park and Recreation Master Plan), recreation facilities, trails, open space, urban forest, medians, boulevards, pathways, sidewalks, public easements and other facilities which are located in the city limits and/or are owned by the City.

If adopted, the effective duration of Great Falls Park District Number 1 would be for a period of 20 years from the date of the adoption of Resolution 10238.

Background:

The City Commission conducted a public hearing and adopted Resolution No. 10191, Intention to Create a Special District to be known as Great Falls Park District Number 1, at its regular meeting on June 6, 2017. In accordance with Mont. Code Ann. § 7-11-1008, a sixty-day protest was conducted, and because the protest of the cost of the assessment from property owners was more than 10% but less than 50% (21.6%), and the City Commission wished to proceed with the district, the City Commission ordered a referendum by adopting Resolution 10223 on February 6, 2018, pursuant to Mont. Code Ann. § 7-11-1011.

On May 8, 2018, all qualified Montana electors that were residents of the City of Great Falls or owned property within the City limits had the opportunity to vote on whether the proposition to organize Great Falls Park District Number 1 be adopted.

On May 15, 2018, the Cascade County Clerk and Recorder certified, pursuant to Mont. Code Ann. § 7-11-1011(6), that proposition to organize Great Falls Park District Number 1 was adopted by a vote of 8,320 for and 6,776 against. On May 29, 2018, the Montana Secretary of State certified, pursuant to Mont. Code Ann. § 7-11-1012, the establishment of Great Falls Park District Number 1. Adoption of Resolution 10238, pursuant to Mont. Code Ann. § 7-11-1013, will create Great Falls Park District Number 1.

The purpose of creating the District is to provide certain maintenance, purchasing, improvement services for City-owned facilities, land, and equipment under the responsibility and care of the City of Great Falls Parks and Recreation Department, and providing for other matters properly relating thereto. District revenue may not be used for programming. Current funding does not allow for adequate maintenance of facilities and parks. There has been minimal funding for capital improvements or major repairs.

Fiscal Impact:

The cost of the proposed improvements for the District is \$1,500,000 annually for the first three years. The assessment method, if approved, will be based on each lot or parcel of land, including the improvements on the lot or parcel, for that part of the cost of the district that its taxable valuation bears to the total taxable valuation of the property of the District. The assessment can be adjusted annually and must be set by the resolution and adopted by the City Commission.

In fiscal year 2019, the cost of the services to be performed in the District totals \$1,500,000. The annual assessment shall be based on the taxable value of each parcel within the Special District. This method of assessment shall be made pursuant to Mont. Code Ann. § 7-11-1024(3)(a)(iii) which states:

Each lot or parcel of land, including the improvements on the lot or parcel, may be assessed for that part of the cost of the special district that its taxable valuation bears to the total taxable valuation of the property of the district.

The estimated annual assessment for a \$100,000 market value property would be \$22.92.

In accordance with Mont. Code Ann. §§ 7-11-1021 and 1025, prior to annually levying assessments necessary to carry out the services to be performed in the District, each year the City Manager shall prepare or cause to be prepared, for Commission approval, a work plan, budget, and estimate of expenses for the services to be performed in the District and the Commission shall specify the method of assessment for the lots and parcels of land located in the District, provide for any methods of financing such services, publish notice, and conduct a public hearing on such assessments before finally adopting a resolution levying assessments against the lots and parcels of land in the District. The Commission must annually adopt a resolution establishing the annual assessment for the District.

Alternatives:

The City Commission could deny Resolution 10238. However, the City would be faced with finding an alternative funding source for deferred maintenance and needed improvements to the park system including facilities and the urban forest, or maintenance will not improve and facilities will deteriorate or close.

ATTACHMENTS:

- Resolution 10238
- Exhibit A Proposed Boundary Map

RESOLUTION NO. 10238

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, TO CREATE A SPECIAL PARK DISTRICT AS AUTHORIZED BY MONT. CODE ANN. TITLE 7, CHAPTER 11, PART 10, MORE SPECIFICALLY A CITY-WIDE PARK DISTRICT ENTITLED “GREAT FALLS PARK DISTRICT NUMBER 1”.

WHEREAS, the City of Great Falls, Montana (the “City”) is a municipality duly organized and existing under and by virtue of the constitution and laws of the State of Montana; and

WHEREAS, the City Commission (the “Commission”) is authorized by Montana Code Annotated, Part 7, Chapter 11, Part 10, to create special districts to serve the inhabitants of the special district; and

WHEREAS, the City Commission adopted Resolution 10191 on June 6, 2017, a Resolution of Intent to Create a special park district; and

WHEREAS, the City Commission finds that the creation of a special park district is necessary to provide funding for the effective implementation of the Great Falls Park and Recreation Master Plan; and

WHEREAS, in accordance with Mont. Code Ann. § 7-11-1007, the City Commission conducted public hearings on June 6, August 15, 2017, and February 6, 2018, at the Civic Center, 2 Park Drive South, Commission Chambers Room 206, Great Falls, Montana, at 7:00 p.m., prior to the adoption of this Resolution to Create a special district in the form of a City-wide park district; and

WHEREAS, in accordance with Mont. Code Ann. § 7-11-1008, a sixty-day protest was conducted, and because the protest of the cost of the assessment from property owners was more than 10% but less than 50%, and the City Commission wished to proceed with the district, the City Commission ordered a referendum by adopting Resolution 10223 on February 6, 2018, pursuant to Mont. Code Ann. § 7-11-1011; and

WHEREAS, on May 8, 2018, all qualified Montana electors that were residents of the City of Great Falls or owned property within the City limits had the opportunity to vote on whether the proposition to organize Great Falls Park District Number 1 be adopted; and

WHEREAS, on May 15, 2018, the Cascade County Clerk and Recorder certified, pursuant to Mont. Code Ann. § 7-11-1011(6), that the proposition to organize Great Falls Park District Number 1 was adopted by a vote of 8,320 for and 6,776 against; and

WHEREAS, on May 29, 2018, the Montana Secretary of State certified, pursuant to Mont. Code Ann. § 7-11-1012, the establishment of Great Falls Park District Number 1.

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

Section 1. Great Falls Park District Number 1 created. Pursuant to Mont. Code Ann. § 7-11-1013, the Great Falls City Commission hereby orders Great Falls Park District Number 1 created.

Section 2. Proposed Services; Intention to Create District. Great Falls Park District Number 1 is created pursuant to Mont. Code Ann., Title 7, Chapter 11, Part 10. The City establishes the District for the purpose of providing services including but not limited to:

- (A) Maintenance, repair, replacement, upkeep, installation, improvement, operational enhancement, construction, reconstruction, acquisition of land;
- (B) Implementation of measures required to maintain public health and safety or meet legal or regulatory requirements;
- (C) Purchasing, replacing, and/or maintaining equipment, tools or vehicles used to carry out the functions described herein; and/or
- (D) Any other functions, labor, supplies and/or materials necessary for management and maintenance of City-owned facilities, lands, and equipment under the responsibility and care of the City of Great Falls Park and Recreation Department including but not limited to:
 - i. Public parks and park areas (as described in the City of Great Falls Park and Recreation Master Plan), recreation facilities, trails, open space, urban forest, medians, boulevards, pathways, sidewalks, public easements, and other facilities which are located in the city limits and/or are owned by the City.

Section 3. Name of District. The District, shall be known and designated as Great Falls Park District Number 1.

Section 4. Boundaries of District. It is hereby declared that the boundaries of the District are the current incorporated limits of the City as well as all properties later annexed thereto. In accordance with Mont. Code Ann. § 7-11-1006 (1) and (3), the current boundaries of the City are depicted on a map attached hereto as Exhibit "A" (which is incorporated herein and made a part hereof by reference), which boundaries are designated and confirmed as the boundaries of the District.

Section 5. Benefited Property. It is hereby declared to be the judgment of the Commission that the territory included within the boundaries of the District described in Section 4 of this Resolution and as shown on Exhibit "A" is the territory which will be benefited by the maintenance of the existing improvements, and future public area improvements, by the District and will be assessed for a portion of the costs of performing such services as described in Section 2 of this Resolution.

Section 6. General Character of the Items to be Maintained/Improved. The general character of the items to be maintained or improved includes but is not limited to:

- (A) Native and turf grasses, trees, shrubs, and other vegetation;
- (B) Lighting, restrooms, irrigation systems, irrigation system water services, drainage ways, groundwater drains, and storm water facilities;

- (C) Weed and pest control, equipment, tools, vehicles, fences, recreation facilities and equipment;
- (D) Parking lots, support facilities, signage, trails, pathways, sidewalks, public amenities, public easements; and/or
- (E) Other public improvements maintained and/or under the responsibility of the City Park and Recreation Department.

Section 7. Method of Governing the District. The District shall be governed by the Great Falls City Commission pursuant to the general respective exercise of their duties, responsibilities, and powers as set forth in the City Charter, the Official Code of the City of Great Falls, and Mont. Code Ann. § 7-11-1021.

Section 8. Assessment Methods; Property to be Assessed. All eligible properties located in the District are to be assessed for a portion of the cost of services listed in Section 2. In accordance with Mont. Code Ann. § 7-11-1024, the costs to provide services in the District shall be assessed against each lot or parcel of land, including the improvements on the lot or parcel, for that part of the cost of the District that its taxable valuation bears to the total taxable valuation of the property in the District. Taxable value shall be determined by the Montana Department of Revenue. Such taxable valuation shall be based upon the last-completed assessment roll for state, city, county, and school district taxes.

Section 9. Estimated Cost of District and Method of Financing. In fiscal year 2019, the cost of the services to be performed in the District totals \$1,500,000. The annual assessment shall be based on the taxable value of each parcel within the District. This method of assessment shall be made pursuant to Mont. Code Ann. § 7-11-1024(3)(a)(iii) which states:

Each lot or parcel of land, including the improvements on the lot or parcel, may be assessed for that part of the cost of the special district that its taxable valuation bears to the total taxable valuation of the property of the district.

The estimated annual assessment for a \$100,000 market value property would be \$22.92.

In accordance with Mont. Code Ann. §§ 7-11-1021 and 1025, prior to annually levying assessments necessary to carry out the services to be performed in the District, each year the City Manager shall prepare, or cause to be prepared for Commission approval, a work plan, budget, and estimate of expenses for the services to be performed in the District and the Commission shall specify the method of assessment for the lots and parcels of land located in the District, provide for any methods of financing such services, publish notice and conduct a public hearing on such assessments before finally adopting a resolution levying assessments against the lots and parcels of land in the District. The Commission must annually adopt a resolution establishing the annual assessment for the District.

Section 10. Payment of Assessments. The special assessments for the costs of providing services in the District shall be payable as provided in Mont. Code Ann. §§ 7-11-1024 through 7-11-1028.

Section 11. List of Properties Available. In accordance with Mont. Code Ann. § 7-11-1007(3)(b), the Commission hereby declares the official list of those properties subject to potential assessment, fees or taxation under the creation of the District is on file and available for public inspection

in the City Clerk's Office, and further that such list is the last completed property tax record maintained by the Department of Revenue for the county, within the boundaries of the District provided in Section 3. The list may not be distributed or sold for use as a mailing list in accordance with Mont. Code Ann. § 2-6-1017.

Section 12. Duration. The District shall exist for a period of twenty (20) years beginning on adoption of this Resolution. The District may be dissolved if it is considered to be in the best interest of the City, and approved by the Commission, as prescribed in Mont. Code Ann. § 7-11-1029.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, this 5th day of June, 2018.

Bob Kelly, Mayor

ATTEST:

Darcy Dea, Deputy City Clerk

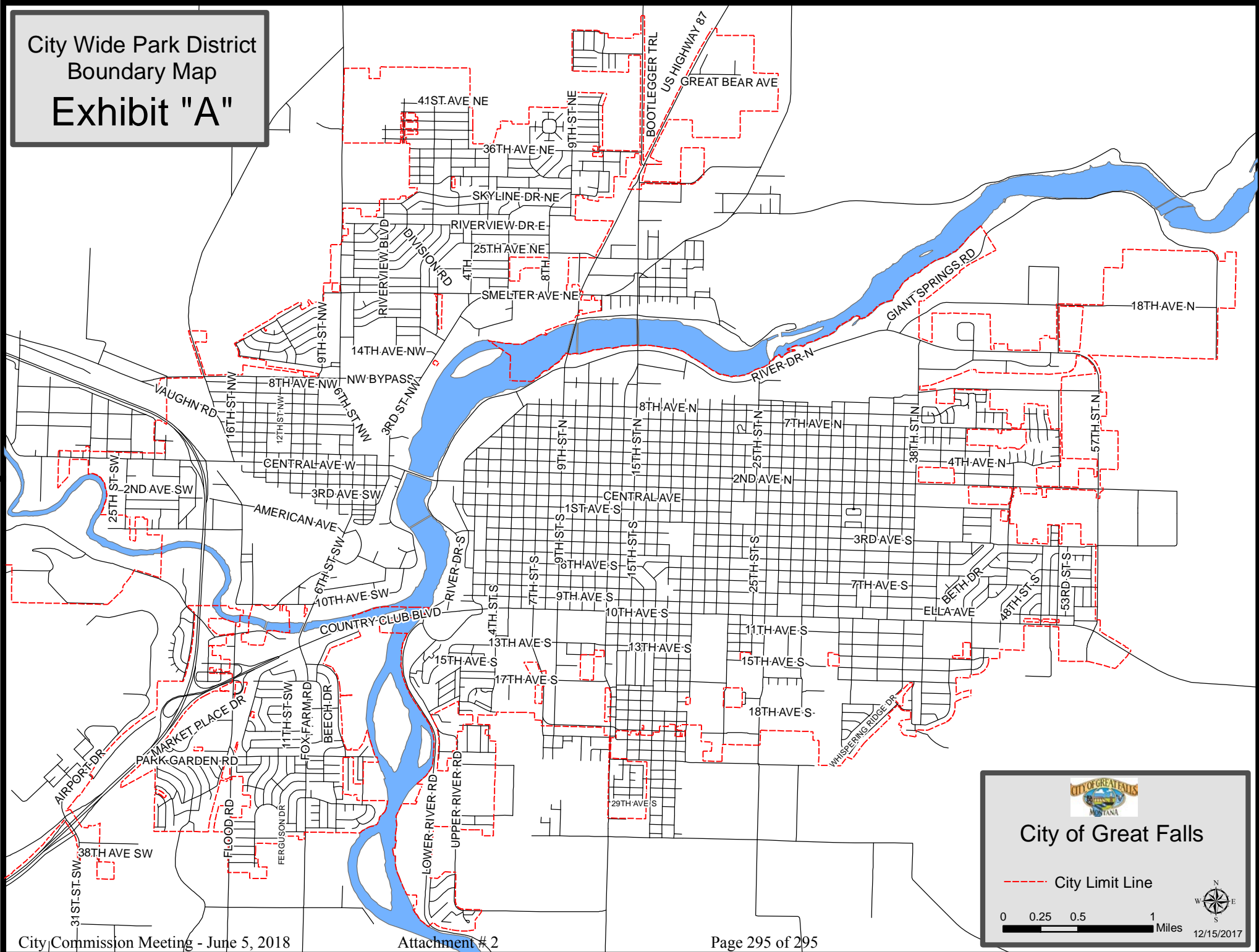
(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

Sara R. Sexe, City Attorney

EXHIBIT "A" BOUNDARY MAP

City Wide Park District
Boundary Map
Exhibit "A"



City of Great Falls
MONTANA

--- City Limit Line

0 0.25 0.5 1 Miles

12/15/2017