



# City Commission Agenda

for

## December 19, 2006

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**Please Note:** The City Commission agenda format allows citizens to speak on each issue prior to Commission discussion. We encourage your participation.

**CALL TO ORDER:** 7:00 P.M.

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**PRESENTATIONS**

Weed and Seed Update -- Jayci Kolar

Certificate of Achievement for Excellence in Financial Reporting FY June 30, 2005

**NEIGHBORHOOD COUNCILS**

1. Miscellaneous reports and announcements.

**PUBLIC HEARINGS**

2. Res. 9624, Nuisance Abatement, 510 11<sup>th</sup> Street South. Enables the City to abate the ongoing nuisance. Action: Conduct public hearing and adopt or deny Res. 9624. **(Presented by: Mike Rattray)**
3. Res. 9628, Regarding Land Development Principles and Guidelines for East End Commercial and Residential Development. Action: Conduct public hearing. **(Presented by: Ben Rangel)**

**OLD BUSINESS**

**NEW BUSINESS**

4. Comprehensive Annual Financial Report with Audit Report. Action: Approve or deny Report. **(Presented by: Kelby Donnelly with Junkermier, Clark, Campanella, Stevens, PC)**

**ORDINANCES/RESOLUTIONS**

5. Ord. 2933, Amending OCCGF Title 6, Chapter 8, Pertaining To Animals. Action: Accept Ord. 2933 on first reading and set public hearing for January 2, 2007. **(Presented by: Kory Larsen)**
6. Ord. 2957, Revise Sign Code as Amended. Action: Adopt or deny Ord. 2957 as Amended. **(Presented by: Jeff Jenkins)**
7. Res. 9623, A Resolution Supporting the Federal Recognition of the Little Shell Tribe of Chippewa Indians of Montana. Action: Adopt or deny Res. 9623. **(Presented by: Peggy Bourne)**
8. Res. 9629, Community Recreation Center Office Space Fees. Establishes office space rental fees for the 2<sup>nd</sup> floor of the Community

Recreation Center. Action: Adopt or deny Res. 9629. **(Presented by: Jim Sullivan)**

**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.*

9. Minutes, December 5, 2006, Commission meeting.
10. Total Expenditures of \$2,155,364 for the period of November 16 through December 13, 2006, to include claims over \$5000, in the amount of \$1,907,167.
11. Contracts list.
12. Approve engaging RW Beck as independent engineers to review the Highwood Generating Station project for an estimated cost of \$78,000.
13. Reaffirm the CDBG Policies, and approve the 2007-2008 Community Development Block Grant Funding Priorities.
14. Approve Professional Services Agreement with Interstate Engineering, Inc., in the amount of \$217,500 for the Rehabilitation of the Mitchell, Water Tower, and Jaycee Pools.
15. Approve Concession/Café Use Permit with Cian Enterprises, Inc., for the Community Recreation Center.
16. Approve Final Payment to Forde Nursery in the amount of \$1,990.25 and the State Miscellaneous Tax Division in the amount of \$18.60 for the North Entry Landscaping—Phase II Project.
17. Approve Final Payment to Ed Boland Construction in the amount of \$61,280.29 and the State Miscellaneous Tax Division in the amount of \$618.99 for the 1<sup>st</sup> and 2<sup>nd</sup> Avenues North Water Main Replacement.
18. Approve Final Payment to Wickens Construction, Inc. and the State Miscellaneous Tax Division in the amount of \$122,175 for the Northeast Regional Stormwater Retention Pond Extension.
19. Approve Engineering Services Contract with Thomas, Dean, Hoskins, Inc. for the Sunnyside/East Pressure Zone Pump Station and Elevated Water Tank and Water Main River Crossings in an amount not to exceed \$42,500.

Action: Approve Consent Agenda or remove items for further discussion and approve remaining items.

#### **BOARDS & COMMISSIONS**

20. Appointments, Park & Recreation Board. Appoint two new members for three-year terms beginning January 1, 2007, and expiring December 31, 2009, and reappoint Doug Hickey and David Simmons for three-year terms expiring December 31, 2009.
21. Appointments, City-County Health Board. Appoint one new member and reappoint Lyle Meeks for three-year terms through December 31, 2009.
22. Miscellaneous reports and announcements.

**CITY MANAGER**

23. Miscellaneous reports and announcements.

**CITY COMMISSION**

24. Miscellaneous reports and announcements.

**PETITIONS AND COMMUNICATIONS**

25. Miscellaneous reports and announcements.

**ADJOURN**

**A G E N D A R E P O R T**

**DATE: December 19, 2006**

**ITEM** Res. 9624, Nuisance Abatement, L7, B462, GF 1st Add., 510 11<sup>th</sup> St S

**INITIATED BY** Community Development Department

**ACTION REQUESTED** Conduct Public Hearing and Adopt Res. 9624

**PREPARED BY** Heather Rohlf, Code Enforcement

**REVIEWED & APPROVED BY** Mike Rattray, Community Development Director

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**RECOMMENDATION:**

It is recommended that the City Commission conduct the public hearing on Resolution 9624, which will enable the Community Development Department staff to hire a contractor and abate the ongoing nuisance located at 510 11<sup>th</sup> St S.

**MOTION:**

I move to adopt Resolution 9624.

**SYNOPSIS:**

As prescribed by Chapter 8.49.040, a "Notice of Hearing" before the City Commission was posted on the property December 8, 2006, and published in the GREAT FALLS TRIBUNE on December 9, 2006.

**BACKGROUND**

The following action has been taken:

<u>ACTION</u>	<u>DATE</u>
Initial complaint taken for Junk Vehicle & Rubbish	7/12/2006
Initial inspection of property	7/12/2006
1 <sup>st</sup> letter sent certified, with 14 & 30-day time period	7/13/2006
Copy of letter faxed to property owner in Glendive, Gary Witsoe	8/11/2006
1 <sup>st</sup> 30 day Extension given	8/18/2006

**BACKGROUND CONTINUED**

On-going complaints taken	8/21/2006 8/28/2006
Meeting with Michael Witsoe	9/21/2006
2 <sup>nd</sup> Extension given	9/21/2006
2nd Inspection	9/28/2006
Final Inspection	10/3/2006
Photographs taken	10/3/2006

ACTION

DATE

Ownership and encumbrance report ordered	11/16/2006
“Notice of Hearing” posted on property	12/8/2006
“Notice of Hearing” mailed certified to owner’s agent	12/8/2006
“Notice of Hearing” published in GF TRIBUNE	12/9/2006

RESOLUTION 9624

A RESOLUTION DETERMINING CERTAIN  
PROPERTY LOCATED AT 510 11<sup>TH</sup> ST S, LOT 7,  
BLOCK 462, GREAT FALLS 1<sup>ST</sup> ADDITION,  
CASCADE COUNTY, MONTANA, TO BE A  
NUISANCE

\* \* \* \* \*

WHEREAS, Gary Witsoe (owner's agent Michael Witsoe), owner(s) of certain personal and real property located at 510 11<sup>th</sup> St S, Lot 7, Block 462, Great Falls 1<sup>st</sup> Addition, Great Falls, Cascade County, Montana, was given notice pursuant to Section 8.49.050, OCCGF, of a hearing before the City Commission on December 19, 2006, wherein said property owner was ordered to show cause why the alleged property should not be declared a nuisance and abated, and

WHEREAS, City staff presented photographs of the subject premises and gave testimony regarding the following described property alleged to be a nuisance under City Code, to wit:

1. Rubbish - numerous items of rubbish inside and outside the fence on the property and on the boulevard.

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

1. That the property owner(s), Gary Witsoe (owner's agent, Michael Witsoe), has failed to show cause why the subject property should not be declared a nuisance and abated; and

2. Staff having presented evidence of the condition of the subject property and having described the illegal and deplorable condition of the subject property, the City Commission does hereby find the same to be a nuisance pursuant to Section 8.49.050, OCCGF, and hereby directs the owner(s) to commence the abatement within ten (10) days of the date of this resolution.

3. It is further ordered that, if owner(s) fails to abate said nuisance as ordered and within the time allowed, the City is directed to take any and all steps necessary to abate the nuisance with all expenses to attach as a lien against the personal and real property owner.

4. City staff shall serve said owner(s) with a copy of this resolution by regular mail as

required by Section 8.49.050, OCCGF. This order shall be in effect for a six (6) month period from date of Resolution 9624.

PASSED by the Commission of the City of Great Falls, Montana, on this 19 day of December, 2006.

\_\_\_\_\_  
Dona R. Stebbins, Mayor

ATTEST:

\_\_\_\_\_  
Peggy J. Bourne, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

\_\_\_\_\_  
David V. Gliko, City Attorney

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

I, Peggy J. Bourne, City Clerk of the City of Great Falls, Montana, do hereby certify that the foregoing Resolution 9624 was placed on its final passage and passed by the Commission of the City of Great Falls, Montana, at a meeting thereof held on the 19 day of December 2006, and approved by the Mayor of said City, on the 19 day of December, 2006.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said City, this 19 day of December, 2006.

\_\_\_\_\_  
Peggy J. Bourne, City Clerk

(SEAL OF CITY)

Date December 8, 2006

CERTIFIED MAIL

Name: Gary Witsoe & Michael Witsoe (owner's agent)  
Address: 510 11<sup>th</sup> St S  
City: Great Falls MT 59405

RE: Lot 7, Block 462, Great Falls 1<sup>st</sup> Addition  
510 11<sup>th</sup> St S, Great Falls, Cascade County, Montana

**NOTICE OF HEARING BEFORE CITY COMMISSION OF GREAT FALLS**

The owner of the real property located at 510 11<sup>th</sup> St S is hereby notified to appear before the City Commission of the City of Great Falls at a meeting to be held December 19, 2006, in the Commission Chambers, Civic Center Building, # 2 Park Drive, Great Falls, Montana, at the hour of 7:00 p.m., or as soon thereafter as he/she may be heard, and to show cause why the items listed in the City's letter of July 13, 2006, should not be declared a nuisance, the nuisance required to be abated by removal and the cost thereof charged to the owner.

The items listed are:

1. Rubbish - numerous items of rubbish inside the fence on the property and on the boulevard.

Consequently, you are hereby notified to appear before the City Commission at 7:00 p.m. on December 19, 2006.

Respectfully,

Heather Rohlf, Code Enforcement  
Code Enforcement, Building Inspectors Office

cc: Read File  
Property File  
Post on Property



## PUBLIC NOTICE

NOTICE of hearing before the City Commission of the City of Great Falls, Montana.

The owner of the real property located at 510 11<sup>th</sup> St S is hereby notified to appear before the City Commission of the City of Great Falls at a meeting to be held December 19, 2006, at the City Commission Chambers, Civic Center Building, Great Falls, Montana, at 7:00 p.m., and show cause why Lot 7, Block 462, Great Falls 1st Addition, 510 11<sup>th</sup> Street South, should not be declared a nuisance and the nuisance be abated by removal or other appropriate act and charge the cost thereof to the owner(s).

PUBLICATION DATE: December 9, 2006

AGENDA REPORT

DATE December 19, 2006

ITEM Resolution 9628 Regarding Land Development Principles & Guidelines For East End Commercial and Residential Development

INITIATED BY City Staff

ACTION REQUESTED Conduct public hearing

PREPARED & PRESENTED BY Benjamin Rangel, Planning Director

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RECOMMENDATION: It is recommended that the City Commission conduct the public hearing.

MOTION: (No motion necessary at this time.)

SYNOPSIS: The resolution would “institutionalize” a set of principles and guidelines to be applied by local government during its land development review processes involving subdivision, annexation, and zoning for properties in the vicinity of 10<sup>th</sup> Avenue South and 57<sup>th</sup> Street (East End Development). The principles and guidelines are presented in a paper attached as EXHIBIT “A” to Resolution 9628.

BACKGROUND: During the past several months, there has been public discussion and debate regarding plans to develop commercial and residential projects at the east end of 10<sup>th</sup> Avenue South and how that might affect long term interest to secure a flying mission or missions at Malmstrom Air Force Base. In January, 2006, a “Discussion paper” was prepared by the City to assist in framing the issues and providing relevant information. An outcome of the lengthy debate has been a set of development principles and guidelines, as facilitated by Dan Rice and as supported by the involved property owners, the involved developers, and the Great Falls Area Chamber of Commerce Board of Directors.

The City has further documented these principles and guidelines in an additional paper, dated November, 2006. The intent is to apply the principles and guidelines during the land development review processes involving subdivision, annexation and zoning of properties near the east end of 10<sup>th</sup> Avenue South, as described and illustrated in a paper attached as EXHIBIT “A” to Resolution 9628.

The contents of the paper were reviewed with the City Commission during its Work Session on December 5, 2006. At that time, the Commission was advised of the interest to “institutionalize” the principles and guidelines by having them adopted in the form of a City resolution. Additionally, on December 5, 2006 the Commission held first reading on Resolution 9628 and set public hearing for December 19, 2006.

Copies of the principles and guidelines paper have been provided to a number of interested individuals and entities for their information. Copies have also been available in the City Planning Office and on the City’s webpage.

Attachment: Resolution 9628, with attached Principles & Guidelines paper (EXHIBIT “A”)

RESOLUTION 9628

A RESOLUTION TO FORMALIZE DEVELOPMENT  
PRINCIPLES & GUIDELINES FOR EAST END COMMERCIAL  
& RESIDENTIAL DEVELOPMENT

\* \* \* \* \*

WHEREAS, commercial and residential development have been proposed for the southeast Great Falls area in the vicinity of 10<sup>th</sup> Avenue South and 57<sup>th</sup> Street (East End Development); and,

WHEREAS, these proposals have spurred public discussion and debate because of the proximity of the proposed development to the flight approach area of the closed runway at Malmstrom Air Force Base; and,

WHEREAS, the public discussion and debate have centered around the interest to answer the questions, “Do we want to keep all of our options open for the potential reopening of the former runway at Malmstrom Air Force Base for future flying missions, or do we want to allow economic development to occur within the described Accident Potential Zones?”; and,

WHEREAS, there are two specific viewpoints or rationale driving these questions, including 1) The runway is an irreplaceable valuable asset and needs to be preserved to make certain we have a long term, viable military presence; and, 2) The chances of overcoming all the obstacles to reopening the runway are small and we need to “move on” as a community and allow development we know we can get; and,

WHEREAS, the City Planning Office and the City Manger’s Office prepared a discussion paper to help frame the issues with the intent to provide accurate and relevant information to 1) assist open public discussion, 2) assist in the development of position statements, and 3) assist in the development of a public strategy or strategies; and,

WHEREAS, copies of the discussion paper were provided to a number of community individuals and organizations for their information and use; and,

WHEREAS, Mr. Dan Rice, through the leadership and guidance of the Great Falls Area Chamber of Commerce, facilitated a process which identified several key issues and requirements that would need to be met in order to support and/or allow commercial and residential development in said area; and,

WHEREAS, in April 2006, the Chamber of Commerce reformatted the above referenced key issues and requirements into suggested development restrictions and recommended the City Commission “approve the development of the proposed commercial and residential projects in the area, subject to restrictions” and in October 2006, again reviewed the issues and reaffirmed its position; and,

WHEREAS, the City Planning Office and City Manager’s Office used the previously noted products and actions to prepare a set of development principles and guidelines to be applied by local

government during its land development review processes involving subdivision, annexation and zoning of properties in the vicinity of 10<sup>th</sup> Avenue South and 57<sup>th</sup> Street (East End Development); and,

WHEREAS, the documentation of said principles and guidelines is provided in a paper, titled, **“Development Principles & Guidelines For East End Commercial & Residential Development,”** dated, November, 2006 and is attached as EXHIBIT “A” to this Resolution.

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

That the five principles and guidelines presented in the attached EXHIBIT “A” be applied to all commercial and residential development proposed in the vicinity of 10<sup>th</sup> Avenue South and 57<sup>th</sup> Street (East End Development) during any land development review processes involving subdivision, annexation, zoning and conditional use permits conducted by the City of Great Falls.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on the 19<sup>th</sup> day of December, 2006.

\_\_\_\_\_  
Dona R. Stebbins, Mayor

ATTEST:

\_\_\_\_\_  
Peggy J. Bourne, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

\_\_\_\_\_  
David V. Gliko, City Attorney

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

I, Peggy J. Bourne, City Clerk of the City of Great Falls, Montana, do hereby certify that the foregoing Resolution 9628 was placed on its final passage and passed by the Commission of the

City of Great Falls, Montana, at a meeting thereof held on the 19<sup>th</sup> day of December, 2006, and approved by the Mayor of said City on the 19<sup>th</sup> day of December, 2006.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said City on this 19<sup>th</sup> day of December, 2006.

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Peggy J. Bourne, City Clerk

(SEAL OF CITY)

## **DEVELOPMENT PRINCIPLES & GUIDELINES FOR EAST END COMMERCIAL & RESIDENTIAL DEVELOPMENT**

The purpose of this paper is to outline development principles and guidelines for use in the land development review processes involving the subdivision, annexation and zoning of properties in the vicinity of the intersection of 10<sup>th</sup> Avenue South and 57<sup>th</sup> Street.

\* \* \* \* \*

### **PURPOSE:**

Lately, there has been public discussion and debate regarding plans to develop commercial and residential projects at the east end of 10<sup>th</sup> Avenue South and how that might affect long term interest to secure a flying mission or missions at Malmstrom Air Force Base. Fortunately, there has been a strong overall desire to foster and accommodate both.

There are numerous viewpoints and opinions which can best be summarized into two positions. Those who believe 1) The runway is an irreplaceable valuable asset and needs to be preserved to make certain we have a long term, viable military presence; and, 2) The chances of overcoming all the obstacles to reopening the runway are small and we need to “move on” as a community and allow development we know we can get.

Early in this debate, a “Discussion paper” was prepared to provide accurate and relevant information to 1) assist open public discussion, 2) assist in the development of position statements, and 3) assist in the development of a strategy or strategies to address public interests, issues and concerns. Some of the following is a summary of this “Discussion paper.” This summary is presented as a lead into the reasons and basis for the proposed development principles and guidelines presented at the end of this paper.

### **BACKGROUND:**

In 1995, the Base Realignment and Closure (BRAC) Commission recommended the runway at Malmstrom Air Force Base be closed and the KC-135 refueling tankers be moved to MacDill Air Force Base in Florida. The runway was declared “excess” (a legal status stemming from the BRAC statute) in 1999, which means that it can be used for other commercial purposes with the consent of the U.S. Department of Defense. However, the use of the runway for other commercial purposes is problematic because of its close proximity to a nuclear weapons storage area.

### **AICUZ STUDY:**

During the operation of the refueling tankers, a 1978 Air Installation Compatible Use Zone (AICUZ) Study for the Base was updated in 1994 by DOD. The study evaluated aircraft noise and accident potential for Base flying operations. Its application was intended to help protect the public health, safety and general welfare, as well as to preserve the operational capabilities of and public investment at the Base.

In the study, DOD established three accident potential zones described as:

**Clear Zone.** This is the area closest to the runway end and is the most hazardous. The overall risk is so high that DOD generally acquires the land through purchase or

easement to prevent development. The zone is 3000 feet wide by 3000 feet long. Development in this zone is limited to utility lines, roadways and agricultural uses.

**Accident Potential Zone I.** This zone is less critical than the clear zone, but still possesses a significant risk factor. The zone is 3000 feet wide by 5000 feet long. The zone allows reasonable economic use of the land, such as industrial/manufacturing, transportation, communication/utilities, wholesale trade, open space, recreation and agriculture. However, uses that concentrate people in small areas are not acceptable.

**Accident Potential Zone II.** This zone is an area beyond APZ I and is less critical than APZ I, but still possesses potential for accidents. The zone is 3000 feet wide by 7000 feet long. The acceptable uses include those of APZ I, as well as low density single family residential (one dwelling per acre) and those personal and business services and commercial/retail trade uses of low intensity or scale of operation. High density functions such as multi-story buildings, places of assembly (theaters, churches, schools, restaurants, etc.), and high density office uses are not considered appropriate.

Regarding official recognition and implementation of the 1994 AICUZ study, there were various options available to local government at the time. The most significant option, as recommended in the study, was to amend zoning and subdivision regulations and to formulate fair disclosure ordinances, building codes and capital improvement programs to incorporate land use controls presented in the study. However, since there were limited City staff resources and time to pursue this option and it was felt that such actions may polarize various parties having an interest in the matter, the City and County Commissions chose instead to adopt resolutions that stated the study would be “referenced and utilized as a guide in making land use decisions in the vicinity of MAFB.” As such, it appears the 1994 AICUZ study was never established as a document to control land uses in the various zones, but was intended to serve as a reference and guide in making land use decisions.

There still appears to be at least two viewpoints regarding the current status and relevancy of the three zones and list of land uses in the study. The question of relevancy is raised in that the runway is officially closed. Some believe the zones and list of land uses are no longer applicable and therefore should not be used regarding development in the area. Conversely, some believe the zones, especially the Clear Zone, and list of land uses should continue to be used to guide the location and type of future development.

However, MAFB officials have indicated the full Accident Potential Zones for the Base’s previous flying mission are no longer in effect because of the closed runway.

**RESTRICTIVE EASEMENTS:**

In 1958, the United States government acquired restrictive easements at the ends of the then operating runway. The southern easement encompassed a majority of the above described Clear Zone, but not all. The easement placed a filed and recorded restriction on the construction of buildings, etc. on the property. The west boundary of the easement is best described as being 1100 feet from and running parallel to the centerline of the runway. For discussion, the west boundary of the former Clear Zone was 1500 feet from and ran parallel to the centerline of the runway.

**EXISTING/PROPOSED DEVELOPMENT:**

There are two existing commercial sites and one future commercial site and one future residential site proposed for development in the vicinity of 10<sup>th</sup> Avenue South and 57<sup>th</sup> Street (East End Development).

One of the commercial sites (Site #1) was for a proposed Wal-Mart Supercenter. The project has since been withdrawn. Although no specific tenants are identified for the two other commercial sites, one is located immediately east of the former Wal-Mart site (Site #2) and the other (Site #3) is located northeast of and across U.S. Highway 87/89 from the former Wal-Mart site. Regardless of the decision by Wal-Mart, the property owners proceeded with the subdivision, annexation and zoning processes for commercial sites #1 and #2. Future steps may be taken by the property owners to annex commercial site #3. The attached **Exhibit A** illustrates the location of the three commercial sites, as well as the general area proposed for high-end residential development.

Regarding the residential development, the developers propose to master plan the entire area of interest and to subdivide, annex, and zone the parcel in phases. The developers plan to begin phased development on that portion not located within the former Accident Potential Zone I.

**DISCUSSION/DEBATE PROCESS:**

Early in the discussion and debate phase of this issue, there was noted interest to conduct wide-based public discussion and to provide a forum to involve all the major community players and stakeholders, including Base supporters, property owners, the City, the County and the general public. Both City and County officials have stated their interest in such a discussion. Specifically, in February 2006, the City Commission passed Resolution No. 9550 stating its support for a broad based public discussion to help develop consensus and an action plan. Also, the Great Falls Area Chamber of Commerce, Public & Government Affairs Committee met on several occasions to discuss and learn more about the issue. They too indicated interest in having broad community discussion and establishing a position. An underlying premise and overall objective has been to develop consensus and results that fairly and equitably address and satisfy the interests of all involved parties.

Preceding the current steps to organize and sponsor a broad based community forum, a small group, representing affected property owners; the Committee of 80's; Military Affairs Committee of the Chamber; Public & Government Affairs Committee of the Chamber; and a volunteer facilitator, met to develop a better understanding of each other's viewpoints and to build consensus on how to fairly and equitably address and satisfy each of their specific interests and concerns. The group was successful in identifying several key issues and requirements that would need to be met in order to support and/or allow commercial and residential development in the area. In April 2006, the Board of Directors of the Chamber of Commerce reformatted the issues and requirements into suggested development restrictions and recommended the City Commission "approve the development of the proposed commercial and residential projects, subject to the following restrictions." In October 2006, the Chamber Board once again reviewed the issue and reaffirmed its April 2006 position.

- The commercial projects to be built in a manner that uses the east end of the site to the maximum practical extent for purposes that are consistent with those



allowed in an air operations “Clear Zone”. These uses include landscaping and storm water retention.

- The residential development to be permitted on a staged basis that allows Phase I to proceed during 2006, Phase II to begin no sooner than 2007 and Phase III to begin no sooner than 2008.
- Residential developer specifically discloses in writing to all purchasers of real property within the subject development, that aircraft operations and noise may occur near the property.
- In the event a new flying mission that requires an expanded Clear Zone or creation of an Accident Potential Zone is based at MAFB, the developers agree to end the development at the completion of the phase allowed at that time.
- City of Great Falls refrains from permitting development inconsistent with uses that are normally permitted within the theoretical “Clear Zone and Accident Potential Zones.” Some of these uses are agricultural in APZ I and low density housing in APZ II.

Additionally, the recently adopted Cascade County 2006 Growth Policy includes the County Commission’s position regarding rural development within the former Accident Potential Zones.

**PRINCIPLES AND GUIDELINES:**

The previously noted findings, understandings, and restrictions were used as the basis for preparing the principles and guidelines presented in this section. It is intended these principles and guidelines be applied by local government during its land development review processes involving the subdivision, annexation and zoning of properties in the vicinity of 10<sup>th</sup> Avenue South and 57<sup>th</sup> Street (East End Development).

To assure these principles and guidelines are readily applied during governmental review and decision-making processes, it is proposed they be “institutionalized” by adopting them via a City resolution. Ultimately, the principles and guidelines would be incorporated into land development agreements for future proposed projects in the area.

It is proposed the following narrative be incorporated into a City resolution for consideration by the City Commission following a public hearing.

***The following principles and guidelines should be applied to all commercial and residential development proposed in the vicinity of 10<sup>th</sup> Avenue South and 57<sup>th</sup> Street (East End Development). Application of the principles and guidelines would occur during any land development review processes involving subdivision, annexation, zoning and conditional use permits. The principles and guidelines are as follow:***

- 1. Only those land uses consistent with the former “Clear Zone” (as listed in the 1994 Air Installation Compatible Use Zone Study) will be permitted for those***

*properties or portions of properties located within said Zone, such as landscaping, storm water retention/detention facilities, agriculture, etc.*

**2. Phased residential development will be permitted in accordance with the following timeframe:**

- Phase 1 construction can begin no sooner than June 1, 2007.*
- Phase 2 construction can begin no sooner than June 1, 2009.*
- Phase 3 construction can begin no sooner than June 1, 2010.*

*The attached **Exhibit B** illustrates the general area of each proposed phase. The purpose of this section is to allow residential development to occur in the noted area while efforts are made to acquire a flying mission at MAFB. If a mission is not secured by June 1, 2011, the residential development project is relieved of any further timeframe or area limitations.*

**3. All subdivision plats for development in the area shall include the following statement:**

*“NOTICE OF PROXIMITY TO A MILITARY AIR FORCE BASE, Take notice all prospective purchasers of land in this subdivision that this subdivision is in the vicinity of a military air force facility and, while subject property does not lie within any presently designated accident potential or noise zone, it may from time be subjected to noise and vibrations from aircraft operations associated with said facility.”*

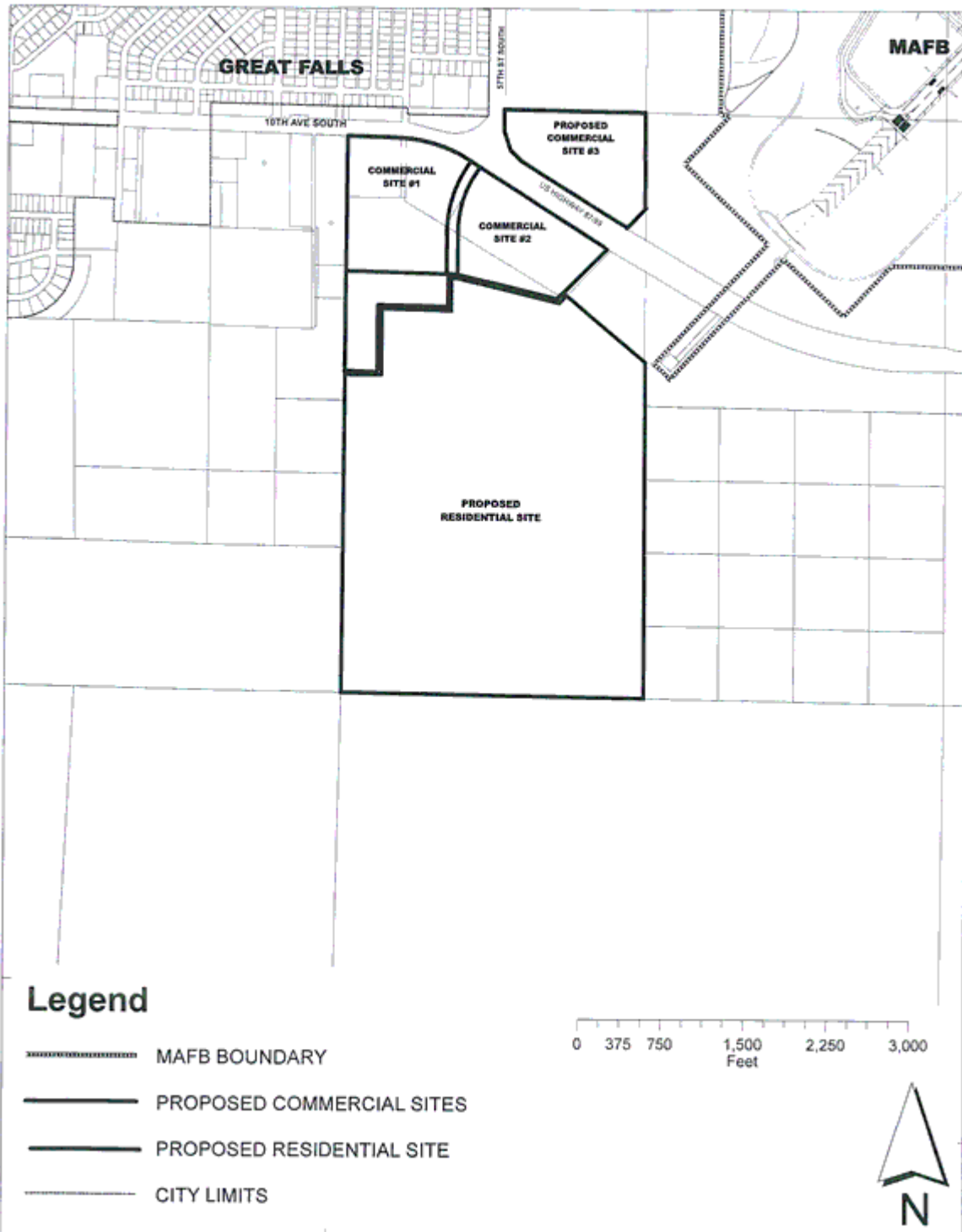
**4. In the event a new flying mission (military, civilian, or combined) is based at MAFB, actions may be needed to satisfy the requirements for such a mission or missions, such as the reestablishment and/or expansion of the “Clear Zone” and/or “Accident Potential Zone.” In such case, further development within said zones will be limited to the land uses permitted in said zones, as may be determined through preparation of an Air Installation Compatible Use Zone (AICUZ) study for the new operating mission(s).**

*Additionally, the provisions for phased development outlined and authorized in Item 2, above, will terminate. However, the development phase or phases approved up to that time will be allowed to be completed.*

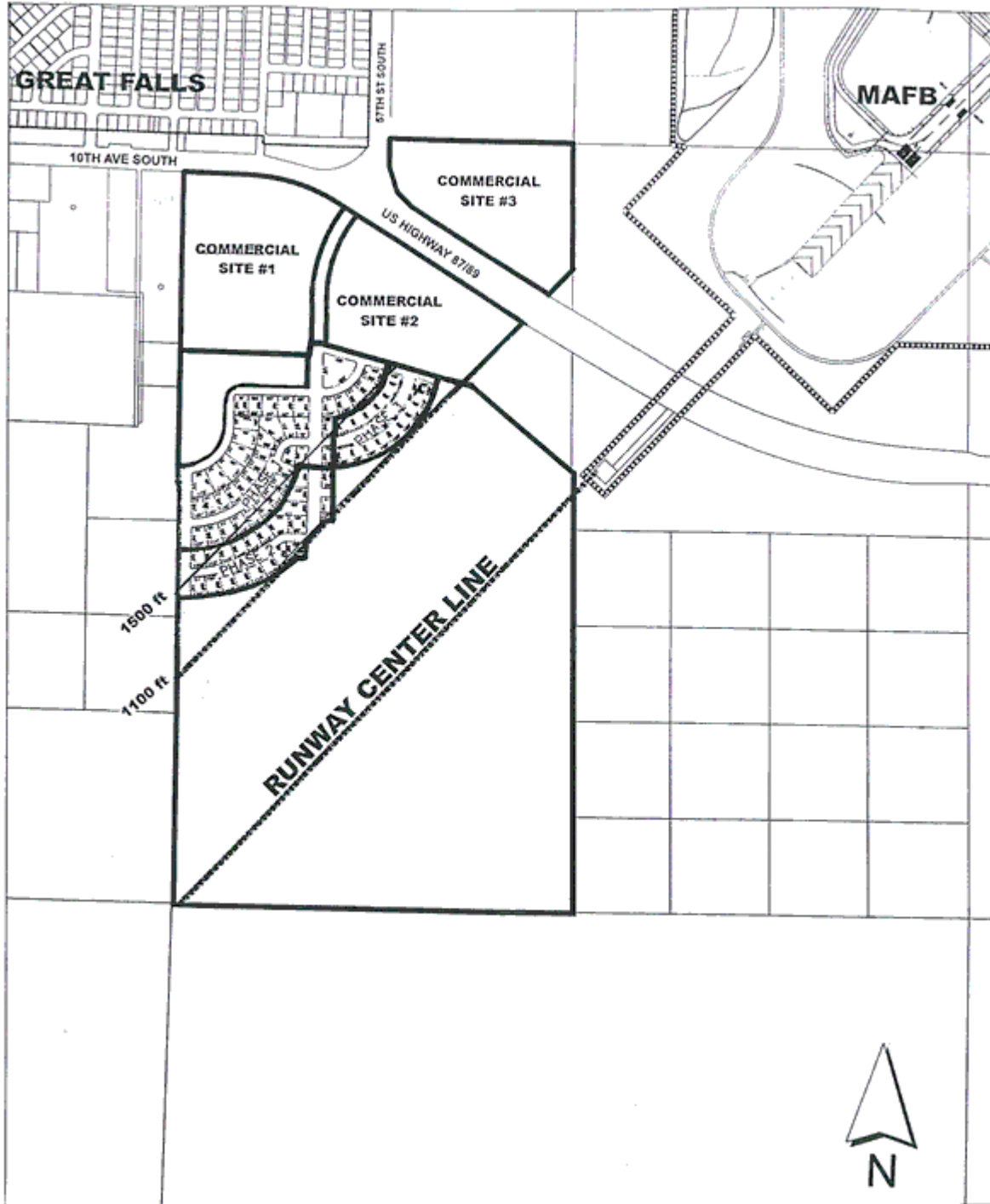
*Lastly, the community will use its best efforts to assure affected property owners are reasonably compensated for any investments made for the approved phases that can no longer be recouped due to the inability to further develop subsequent phases.*

**5. Other than development provided for in Items 1,2 & 4, above, the City of Great Falls will refrain from permitting development which is inconsistent with the land uses allowed in the former “Clear Zone” and “Accident Potential Zones I & II.”**

# EXHIBIT A



# EXHIBIT B



AGENDA REPORT

DATE December 19, 2006

**ITEM** Audit Report, FY 2005-2006

**INITIATED BY** Fiscal Services Department

**ACTION REQUESTED** Accept Comprehensive Annual Financial Report with Audit Report

**PREPARED BY** Judy D. Hardinger, Accounting Technician Sr.

**REVIEWED AND APPROVED BY** Coleen Balzarini, Fiscal Services Director

**RECOMMENDATION:**

Staff recommends the City Commission accept the FY 2005-2006 Comprehensive Annual Financial Report (CAFR). There were no the auditor's recommendations contained in the FY 2005-2006 Audit Management Letter for FY 2005-2006 and prior year recommendations have been implemented.

**MOTION:**

I move the City Commission accept the FY 2005-2006 Comprehensive Annual Financial Report and Independent Auditor's report as presented.

**SYNOPSIS:**

Junkermier, Clark, Campanella, Stevens, P.C., Certified Public Accountants, conducted the City's FY 2005-2006 Annual Audit. Based on the Independent Auditor's report, the general purpose financial statements present fairly, in all material respects, the financial position of the City of Great Falls, Montana, as of June 30, 2006, and the results of its operations and the cash flows of its proprietary fund types for the year then ended in conformity with generally accepted accounting principles.

**BACKGROUND:**

The City's Audit Committee received a copy of the FY 2005-2006 CAFR, the Independent Auditor's report, responses to the GFOA's (Government Finance Officers Association) comments on the FY 2004-2005 CAFR and a brief summary of the FY 2005-2006 audit on December 5, 2006. The Audit Committee recommends the City Commission accept the CAFR and annual Independent Auditor's report.

Along with the FY 2005-2006 Audit Report, the City's auditors (Junkermier, Clark, Campanella, Stevens, P.C., Certified Public Accountants) issued a separate Audit Management Letter. The letter comments on internal control recommendations related to the operations of the City that **could** adversely affect the City's ability to record, process, summarize, and report financial data. The attached document notes that the auditors' have no recommendations for FY 2005-2006 and

describes the status of prior year recommendations.

The FY 2005-2006 CAFR will be submitted to the Government Finance Officers Association's (GFOA) Certificate of Achievement Program for review. The prior year's CAFR was submitted and subsequently awarded the Certificate of Achievement for Excellence in Financial Reporting. The City has received this certification every year since FY 1993-1994. It is anticipated the FY 2005-2006 CAFR will meet all requirements to receive the certification as well, since all comments and recommendations made by GFOA for improvement of presentation were implemented in the FY 2005-2006 CAFR.

**CITY OF GREAT FALLS, MONTANA**  
Financial and Compliance Audit  
For the Year Ended June 30, 2006

**RESPONSE TO INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL STRUCTURE:**

**CURRENT COMMENTS AND RECOMMENDATIONS**

There are no current year comments and recommendations.

**PRIOR YEAR COMMENTS AND THEIR CURRENT STATUS**

**CITY COURT TRUST CHECKING ACCOUNT**

We noted during our audit a lack of segregation of duties regarding the City Court trust checking account. The Court Supervisor has authority to issue checks, sign checks, and reconcile the account. Furthermore, there is no indication on the reconciliation of any review and approval.

**Current Status:** The City has implemented these recommendations.

**DEBT**

During the years ended June 30, 2001, 2002, 2003, 2004, 2005, and 2006 the City did not meet the rate covenant provision for the Golf Course revenue bonds. The percent of bond coverage was less than the required 140%. We recommended that the City prepare a schedule of altered rates, charges, and rentals and place these changes in operations as soon as possible.

**Current Status:** In 2005, the City hired the National Golf Federation consulting firm to conduct a study of the golf course operations in order to develop operation alternatives, a five year business plan, and develop a seven to ten year operations proforma. The City continues to explore long-term solutions to the financial health of the Golf Course Fund.

**A G E N D A R E P O R T**

**DATE:** December 19, 2006

**ITEM** ORDINANCE 2933, AMENDING OCCGF TITLE 6 CHAPTER 8 PERTAINING TO ANIMALS

**ACTION REQUESTED** ACCEPT ORDINANCE 2933 ON FIRST READING AND SET THE PUBLIC HEARING AND FINAL READING FOR JANUARY 2, 2007

**PRESENTED BY** KORY LARSEN, CHIEF PROSECUTOR

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**RECOMMENDATION**

Staff recommends the City Commission accept Ordinance 2933 on first reading and set the public hearing and final reading for January 2, 2007.

**MOTION**

“I move the City Commission accept Ordinance 2933 on first reading and set the public hearing and final reading for January 2, 2007 at 7 pm.

**SYNOPSIS**

Ordinance 2933 amends and replaces the Official Codes of the City of Great Falls (OCCGF) 6.08 pertaining to Animals.

**BACKGROUND**

Based upon months of hard work by the members of the Blue Ribbon Committee for Animal Control Issues the city was presented with a proposed amended animal ordinance. It was very broad in its scope but presented a community consensus for changes to the Animal Ordinance. After a staff review, some small tweaks were made and the proposed ordinance was presented to the Commission at a work session earlier this year. After some lively discussion, the Commission decided that some areas required public comment and input and thus a public comment period was set. Many community members made comments by email, on the webpage, by letter and by phone and a few hardy souls actually ventured out and made the effort to come to the office and actually speak to me about the amended ordinance. Numerous requests were made for copies of the proposed ordinance and the comments continued to roll in past the deadline.

Based upon the Commissions suggestions, the numerous citizen commentaries and further guided by the facts learned by the contract review conducted by city staff shortly after, several changes were clearly needed. The final version is now ready for final review and adoption. The changes made since the last review do not entail a major overhaul of the original document presented, but rather resolve the questions that were raised at the work session. What has resulted is an ordinance that should have clear community support based upon the plethora of valuable input provided along the way.



Our existing animal ordinance was re-adopted in 1989 based upon prior code sections adopted in the mid seventies. It is clearly time for a fresh approach to animal issues. With this in mind, the Blue Ribbon Committee reviewed the existing animal control ordinance with an eye for appropriateness, utility, function, effect on animal welfare, and included a review to the current licensing fees and fine schedules with respect to funding of local animal control and welfare efforts. The amended ordinance covers all of these issues and provides a more appropriate fine schedule and fee structure for animal control.

The City Attorney's Office and City staff has reviewed the proposed amendments and fully support the changes.

Attachment A is the newly amended City ordinance. The analysis section below highlights some of the primary ordinance amendments proposed by this draft.

## ANALYSIS

The following is a summary of changes contained in the revised ordinance:

- Clarify definitions of “dangerous” vs. “vicious” vs. “nuisance”
- Limit number of animals to 2 dogs and 2 cats (no more than 4 total) without a multiple animal permit and Outlines procedures to be followed for issuance of Multiple Animal Permits
- Clarify barking/nuisance animal behavior and reporting requirements
- Clarify when animals may be impounded by animal control
- Set differing fines for altered versus unaltered animals for certain offenses
- Require registration of cats and dogs for appropriate fees
- Clarifies requirement for removal of excrement and increases penalties for failure to remove
- Clarifies issues related to rabies exposure and quarantine
- “Tightens” the leash law (pun intended)
- Clarifies duties upon striking a pet animal with a motor vehicle
- Increases general penalties and impoundment procedures to provide a better deterrent to repeat offenders



I, Peggy J. Bourne, City Clerk of the City of Great Falls, Montana, do hereby certify that the foregoing Ordinance 2933 was placed on its final passage and passed by the Commission of the City of Great Falls, Montana, at a meeting thereof held on the 2nd day of January, 2007, and approved by the Mayor of said City on the 2nd day of January, 2007.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said City this 2nd day of January, 2007.

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Peggy J. Bourne, City Clerk

(SEAL OF CITY)

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

Peggy J. Bourne, being first duly sworn, deposes and says: That on the 2<sup>nd</sup> day of January, 2007, and prior thereto, she was the City Clerk of the City of Great Falls, Montana; that as said City Clerk she did publish and post as required by law and as prescribed and directed by the Commission, Ordinance 2933 of the City of Great Falls, 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 Court House;  
On the Bulletin Board, Great Falls Public Library

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Peggy J. Bourne, City Clerk

(SEAL OF CITY)

# TITLE 6

## Chapter 6.8 ANIMALS

### Sections:

6.8.005	Definitions	6.8.160	Dangerous Animal
6.8.010	Conflict of Laws	6.8.170	Impounded Animals--Redemption--Disposition
6.8.020	Canine Unit Exemption	6.8.180	Adoption of Animals
6.8.030	Vaccination Required	6.8.190	Disposal Fee--Dogs and Cats
6.8.040	Dog and Cat Registration	6.8.200	Cruelty to Animals
6.8.050	Pet Registration, Agents, Reimbursement	6.8.210	Provoking Animals
6.8.060	Tag--Collar	6.8.220	Abandonment
6.8.070	Number of Dogs/Cats	6.8.230	Duty of Driver Upon Striking a Pet-Animal
6.8.080	Multiple Animal Permit	6.8.240	Wild Animals
6.8.090	Commercial Kennel	6.8.250	Wild Animals—License Certificate
6.8.100	Removal of Excrement	6.8.260	Steel Jaw Traps or Snares
6.8.110	Rabies-Exposure	6.8.270	Animal Control Officer--Duties
6.8.120	Rabies-Emergency Control	6.8.280	Animal Control Officer—Investigative authority
6.8.130	Contagious Disease	6.8.290	Animal Control Officer—Interference prohibited
6.8.140	Animals Running at Large	6.8.300	Copies of Regulations
6.8.150	Nuisance Animal	6.8.310	Violation – Other Penalties
		6.8.320	Persons Responsible for Violation—Transfer of Registration

### **6.8.005 Definitions**

As used in this chapter, unless the context otherwise indicates, the following terms shall have the meaning ascribed to each:

“Adequate shelter” means a structure designed specifically to shelter an animal, with a roof and three sides free of leaks or openings to the wind and rain, and a fourth side allowing access that is protected from the elements. The structure must be physically located in a dry area allowing the animal dry keeping and access outside the structure to dry ground that is mud free.

"Animal" means any living vertebrate creature, other than human beings, whether wild or domestic including but not limited to all livestock and any domestic pet.

"Animal Control Officer" means any person charged with the duty of enforcement of the City's animal control ordinances. Animal Control Officers shall be peace officers for the limited purpose of animal control. (Ord. 2656, 1992).

"Animal Shelter" means any premise provided for impounding and caring for dogs and other animals. (Ord. 2656, 1992).

“Animal Control Agency” means the agency designated by the City to administer and enforce this Ordinance, the animal shelter and animal control services;

"At large" means off the premises of the owner and not under the immediate, continuous and effective control of its owner or some other competent person.

"Collar" means a restraining or identifying band of leather, metal, nylon, or plastic placed around the neck of an animal.

"Commercial kennel/cattery" means any building, structure, or premise which is used for the business of charging fees for boarding, training, or breeding of animals, exclusive of medical or surgical care, or for quarantine purposes.

"Dangerous Animal" means any animal that:

- A. Has inflicted bodily injury upon or has caused the death of a person or domestic animal; and/or
- B. Has demonstrated tendencies that would cause a reasonable person to believe that the animal may inflict injury upon or cause the death of any person or domestic animal, including but not limited to the following behaviors:
  - 1. Attacked, without provocation, requiring defensive action by any person to prevent bodily injury and/or property damage in a place where such person is conducting himself peaceably and lawfully;
  - 2. Attacked, without provocation, resulting in an injury to a person in a place where such person is conducting himself peaceably and lawfully;
  - 3. Attacked, without provocation, resulting in injury or death to other animals unless the other animal is trespassing on the attacking animal owner's property, or injuring or attempting to injure the person, family or property of the owner.
- C. Has engaged in or been trained for animal fighting.

"Hybrid animal" means an animal resulting from the crossbreeding between two different species of animals. These may include, but are not limited to, crosses between wild animal species such as lions, tigers, and wolves. For the purpose of this chapter, a hybrid animal will be considered a wild animal.

"Leash" means a cord, rope, chain, or strap attached to the collar or harness of an animal, and used to lead it or hold it in check.

"License Certificate" for the purpose of this chapter means a certificate issued to an individual who intends to keep or maintain a wild animal on their premises but is not a business.

"Licensing authority" means any designated representative of the City or Animal Control Agency charged with administering the issuance and/or revocation of permits and pet registrations under the provisions of this chapter.

"Livestock" means cattle, sheep, swine, poultry, ostriches, emus, goats, horses, mules and llamas.

"Microchip Implant" means a passive electronic device that is injected into an animal by means of a pre-packaged sterilized implanting device for purposes of identification.

"Multiple Animal Permit" means a permit authorizing a household, individual or family unit to keep, harbor or maintain more than the limited number of dogs and cats permitted by this Chapter.

"Owner" means any person owning or harboring a dog or other animal, who is presumed to be the adult head of the household owning or harboring an animal.

"Pet animal" means any animal sold or kept for the purpose of being kept or domesticated as a household pet. Pet animal includes but is not limited to dogs, cats, birds, rabbits, ferrets, hamsters, guinea pigs, gerbils, rats, mice, non-poisonous arachnids, non-poisonous insects, non-venomous snakes and fish.

"Premises" means a building, group of buildings and/or contiguous parcels of land under the control of a single person and used for a single purpose. Continuous parcels of land separated by a public road are considered to be

separate premises. Separate buildings and adjoining buildings in a group of buildings, which are directly accessible to the public and function independently from the others, are separate premises.

“Secure enclosure” means a fence or structure designed to confine an animal in a humane manner.

“Service Animal” means an animal that is individually trained to do work or perform tasks for the benefit of a person with a disability.

"Tether" means a leash or similar device, attached to a well-fitted collar or harness of an animal, and of sufficient strength to restrain and control that animal to which it is attached.

"Vaccination" means the inoculation of a dog, cat, ferret, or horse with anti-rabies vaccine administered under the direction of the public health officer by a licensed veterinarian or with any other vaccine approved by the public health officer and the state veterinarian. “Current vaccination” means the inoculation of a dog, cat, ferret or horse with anti-rabies vaccine. Animals vaccinated initially will receive a booster shot one year after the initial vaccination and thereafter according to manufacturers’ recommendations. (Ord. 2534 §2(Exh. B(part)), 1989).

“Wild Animal” means any living vertebrate animal normally found in the wild state and for which there is no FDA approved anti-rabies vaccination

#### **6.8.010 Conflict of Laws**

In all instances where Montana State Law (as evidenced by the Montana Code Annotated, applicable case law or otherwise) mandates standards or requirements that conflict with the provisions of this Chapter, Montana State law shall govern and the same shall be incorporated by this reference as a part of this Chapter. For purposes of this Chapter, a conflict shall exist where, upon a particular matter, Montana Law addresses the matter in a manner that is more strict than the provisions of this Chapter, where the provision of Montana Law are specifically referenced in this Chapter as providing for criminal penalties or where a matter is addressed by Montana Law that is not addressed by this Chapter. In these two situations, Montana Law shall control. In situations where this Chapter addresses a matter in a manner that is stricter than that of Montana Law, the provisions of this Chapter shall control.

#### **6.8.020 Canine Unit Exemption**

Trained police dogs utilized by an official law enforcement agency as assigned to a sworn peace officer as part of a canine team/unit shall be exempt from all provisions of this chapter.

#### **6.8.030 Vaccination Required**

It is unlawful for any person to keep, maintain or harbor any dog, cat, ferret or horse over six months of age unless it has had a current vaccination, as defined in Section 6.8.005. A person found guilty of a violation of this section is guilty of a misdemeanor punishable by a maximum fine of \$500. (Ord. 2534 §2(Exh. B(part)), 1989).

#### **6.8.040 Dog and Cat Registration**

- A. Any person keeping or harboring any dog over twelve weeks of age must register such animal as provided for in this section. A keeper of a domestic cat over eight weeks of age must register such cat by paying a registration fee as established in this section.
- B. Registrations shall be issued by duly appointed registration agents upon payment of a registration fee. Registration fees shall be established by resolution of the City Commission.
- C. Registrations for service animals and governmental police dogs shall be furnished without charge.
- D. Registrations shall not be issued to any person under the age of eighteen years unless a parent or guardian signs the application as co-owner. The provisions of this section shall not apply to nonresidents having animals under restraint within the City less than sixty days.
- E. A person found guilty of a violation of this section is guilty of a misdemeanor punishable by a maximum fine of \$250. (Ord. 2534 §(Exh. B(part)), 1989).

#### **6.8.050 Pet Registration--Agents—Reimbursement**

Registration agents shall receive partial reimbursement at a level to be established by resolution of the City Commission. A copy of the Animal Control Agency's action related to reimbursement rates shall be available to anyone who requests it at the Animal Shelter. (Ord. 2656, 1992).

**6.8.060 Tag--Collar**

- A. Upon receipt of a proper application and the pet registration fee, the registration agent shall issue to the applicant a pet registration certificate and metallic tag. The tag shall have stamped thereon a number to correspond with the number of the certificate issued to the applicant.
- B. Every owner is required to provide each dog or cat with a substantial collar or harness, to which the registration tag or other identification tag shall be affixed at all times. In the event a registration tag is lost or destroyed, another tag shall be issued by the Animal Control Agency upon presentation of an affidavit to that effect, a receipt or duplicate receipt showing payment of the pet registration fee for the current year, and the payment of a fee for such duplicate. No refunds shall be made on any pet registration fee because of the death of the pet or the owner leaving the City before the expiration of the registration period.
- C. Any pet animal found off the owner's premises without a registration tag shall be deemed to be not registered, even though a registration has been issued for such animal. Pet registration tags are not transferable from one animal to another and any animal found with a registration tag issued for another pet animal shall be deemed to be not registered.
- D. It is unlawful for any person to cause or permit a pet registration tag to be placed upon an animal for which it was not issued.
- E. A person found guilty of a violation of this section is guilty of a misdemeanor punishable by a maximum fine of \$250. (Ord. 2573, 1990: Ord. 2534 §2(Exh. B(part)), 1989).

**6.8.070 Number of Dogs/Cats**

- A. It is unlawful for any person, persons, or family to keep, harbor or maintain in or on the same premises a total of more two (2) dogs over twelve weeks of age and two (2) cats over eight (8) weeks of age without first obtaining a multiple animal permit as provided in Section 6.8.080. (Ord. 2534 §2(Exh. B(part)), 1989).
- B. Owners of rental properties can establish policies that may place further restrictions on the number of animals allowed on their properties.
- C. A person found guilty of a violation of this section is guilty of a misdemeanor punishable by a maximum fine of \$500 and may also be subject to the other penalties specified in 6.8.310.

**6.8.080 Multiple-Animal Permit**

A multiple animal permit is required for any person, family, or household owning or harboring any more than the number of dogs and cats permitted by Section 6.8.070 for more than thirty (30) days. Application for the permit shall be made with the Animal Control Agency. The intended facilities are subject to inspection by an Animal Control Officer. The permit shall be issued upon the following conditions:

- A. All dogs must be registered;
- B. Cats must be registered or micro-chipped;
- C. There must be adequate shelter and secure enclosure for animals on the premises;
- D. The owner uses suitable means of disposing of animal feces so that it does not become a nuisance or a health hazard;
- E. That in the investigating officer's opinion, the animals receive proper care, food, water, shelter and humane treatment;
- F. The Animal Control Agency shall approve or deny the application based on the information submitted by the applicant and on the recommendation of the investigating officer. The Animal Control Agency may issue a conditional permit, but must state the permit conditions on the document and ensure that the applicant is advised of the conditions;
- G. After receiving notification of the Animal Control Agency's approval, the applicant must pay the Animal Control Agency an application fee which shall be established by resolution of the City Commission;
- H. All premises for which a multiple animal permit is issued may be subject to annual inspections by the Animal Control Officer. The inspections may also be instigated if a complaint is filed. The Animal Control Agency, on determining that such premises are not being maintained and/or the conditions of the permit are not met, may

recommend a revocation or denial of the permit if it is deemed necessary. The permittee shall be given a 30 day written notice of the Animal Control Agency's recommendation/revocation/denial;

I. A permit authorized by the Animal Control Agency must contain the following information:

1. Name and address of the person to whom the permit is granted;
2. The number of dogs and cats for which the permit is granted; and
3. Any special conditions required by the Animal Control Agency.

J. If the holder of a Multiple-Animal permit moves, he or she must provide written notice of their new address if it is within the city limits of Great Falls within 30 days of moving. The Animal Control Agency will then conduct an inspection and take appropriate action under this section based on any changes at the permit holder's new residence.

#### **6.8.090 Commercial Kennel**

A. A commercial kennel permit shall be required for any person, persons, or family who wish to engage in the boarding and/or breeding of dogs, cats, reptiles, or any other pet animal for compensation.

1. Inspection. The intended facilities must be inspected by an Animal Control Officer, such inspection to include the physical facilities as well as the effect on the neighborhood.
2. Recommendation. Following the inspection, the Animal Control Officer will recommend to the licensing authority either approval or disapproval of the application.
3. Fee. The annual commercial kennel fee shall be established by resolution of the City Commission.
4. Zoning. Commercial kennels will be permitted only in areas of the City zoned for such usage as defined in Title 17 OCCGF. A zoning permit and safety inspection certificate must be obtained prior to applying for a commercial kennel license.
5. Renewals. Licenses must be renewed within sixty days of the expiration date or the application will be treated as a new application.
6. License Revocation. All kennel licenses will expire one year from the date of issuance unless sooner revoked. The Animal Control Officer will investigate all complaints concerning licensing or improperly operated kennels and may recommend revocation of the license if it is deemed necessary. The licensee will be given at least five days written notice of such recommendation during which time the licensee may appeal the Animal Control Officer's recommendation to the Animal Control Agency. The licensing authority will then take action as required. (Ord. 2534 §2(Exh. B(part)), 1989).

B. Exclusions. No fee may be required of any veterinary hospital, animal shelter or government zoological park.

1. Separate Facilities. Every facility regulated by this section shall be considered a separate enterprise and shall have an individual license.
2. Penalty. Failure to obtain a license before opening any facility covered in this section shall result in a fine of \$500.

#### **6.8.100 Removal of Excrement**

A. It is unlawful for any person in control of an animal to cause or permit such animal to be on any property, public or private, not owned or possessed by such person, to fail to remove feces left by the animal. When accompanying the animal outside his or her property, the owner shall have on his or her person suitable means for the removal of such feces, which then must be placed in a double bag or fly proof container and then in an approved refuse container for sanitary removal. (see also OCCGF 8.32.310)

B. The provisions of Section A shall not apply to the ownership or use of Seeing Eye dogs by blind persons, dogs when used in law enforcement activities, or tracking dogs when used by or with the permission of the City.

C. The accumulation of animal feces on any private property is hereby declared a nuisance. Every person who is the owner or occupant of private property or the agent in charge of such property is charged with the duty of keeping such property free of any accumulation of feces.

D. "Accumulation" for purposes of this section shall mean:

1. Any quantity that constitutes a hazard to the health, safety, or convenience of persons other than the owner of the animal; or
2. Any quantity that interferes with the use or enjoyment of any neighboring property as the result of odors, visual blight, or attraction of insects or pests.

E. Each owner, occupant, or agent having charge of such property who is notified in accordance with the provisions set forth herein by the Animal Control Officer to remove such feces shall be charged with the duty of removing such feces and satisfactorily disposing of the same within 48 hours of the effective date/hour of the notice to do so.



- F. Notice of violation shall set forth in writing the date of inspection, the address of the property found in violation and the fact that an accumulation of feces was observed. Notice may be served either personally by leaving a copy with an occupant of the premises, or by posting notice in a conspicuous place upon the property.
- G. If the premises where an accumulation of feces is found contains only a single-family dwelling, then notice shall be directed to the occupant of such premises whether such occupant be the owner or leasee. If the premises where the accumulation of feces is found contains more than one dwelling unit, then notice shall be directed to the record owner of such premises or the agent in charge of the premises.
- H. Any owner, occupant or agent in charge of such property who violates this section is guilty of a misdemeanor punishable by a maximum fine of \$500 and shall be ordered to remove the excrement within a reasonable time and may also be subject to the other penalties specified in 6.8.310.

**6.8.110 Rabies—Exposure**

- A. Every pet animal, dog, cat or ferret which has been bitten by, or exposed to any animal suspected to have been infected with rabies shall be:
  - 1. Revaccinated with an appropriate vaccine and released if the animal has a current vaccination history. The animal must be kept under the owner's control and observed for 45 days. Any illness in the animal must be reported to the City/County Health Department.
  - 2. Seized and taken up by the Animal Control Officer or any law enforcement officer and securely and separately impounded if the bitten animal has not been vaccinated or if the vaccination history is obscure. Seized animals shall be quarantined at a licensed veterinary hospital, at the owner's expense, within the City for a period of six months or euthanized and tested for rabies. It shall be the duty of the Animal Control Officer to notify the public health officer of every such animal impounded. If, after observation, such animal is adjudged free of rabies, the animal must then be vaccinated and held in quarantine for an additional ten days after which the owner may reclaim the animal upon payment of the regular keeping fees and upon compliance with registration requirements. In the event that the animal under quarantine is diagnosed as being rabid, it shall be disposed of only under the orders of the public health officer in absolute discretion.
- B. Any pet animal which bites or otherwise exposes a person or animal to rabies shall:
  - 1. If not currently vaccinated be quarantined at a veterinarian hospital at the owner's expense for a period of at least ten days after the day of exposure. The owner of such animal shall have twenty-four hours from the time of exposure to provide proof of current vaccination to the Animal Control authority or release the animal to a veterinarian for quarantine. In the event an owner will not voluntarily release the animal for quarantine, the Animal Control authority or law enforcement officer shall obtain a court order to seize the animal and place it in quarantine at the veterinarian hospital of the authority's choice, at the owner's expense. The order, if the owner cannot be found at his/her place of residence, may be served by leaving it with a person of suitable age and discretion or by placing it in a prominent place at the front door of such residence.
  - 2. If the animal is currently vaccinated the animal may at the discretion of the Animal Control authority be quarantined at the owner's home. If at any time the animal is known to run at large during the quarantine period the animal shall be impounded by the Animal Control authority and shall remain at a veterinary hospital for the remainder of the quarantine period at the owner's expense.
  - 3. If the animal is a stray and no owner is identified within seventy-two hours, the animal shall be euthanized and tested for rabies.
  - 4. The aforesaid procedure shall be suspended on order of the City/County Health Department where an animal exhibits symptoms of rabies. (Ord. 2534 §2(Exh. B(part)), 1989).
- C. Any hybrid-type animal or any other animal other than those included in Item A of this section which bites or otherwise exposes a person or animal to rabies shall, at the discretion of the City/County Health Department, be quarantined or destroyed and tested for rabies:
  - 1. If the animal is quarantined, the animal shall be placed at a veterinarian hospital at the owner's expense for a period of at least ten days after the day of exposure. In the event an owner will not voluntarily release the animal for quarantine, the Animal Control authority or law enforcement officer shall obtain a court order to seize the animal and place it in quarantine at the veterinarian hospital of the authority's choice, at the owner's expense.
  - 2. If the animal is a stray and no owner is identified within twenty-four hours, the animal may be euthanized and tested for rabies.

3. The aforesaid procedure shall be suspended on order of the City/County Health Department where an animal exhibits symptoms of rabies.
- D. A person found guilty of a violation of this section is guilty of a misdemeanor punishable by a maximum fine of \$500 and may also be subject to the other penalties specified in 6.08.310. (Ord. 2534 §2(Exh. B(part)),1989).

**6.8.120 Rabies--Emergency Control**

Upon the positive diagnosis of rabies infection of any animal in the City, the public health officer shall notify the City Manager, or designee, who may issue a citywide quarantine order providing for the summary destruction of all animals known to have been exposed to rabies, or all unconfined animals, or may make such other orders as it deems necessary or expedient for the protection of the public. All orders issued by the City Manager, or designee, under this section shall have the same force and effect as any City law. (Ord. 2534 §2(Exh. B(part)), 1989).

**6.8.130 Contagious Disease**

Upon the positive diagnosis of a contagious communicable disease in any animal in the City, the diagnosing veterinarian shall notify the City County Health Department Director, or designee, who may issue a city-wide alert. Any animal displaying symptoms of the disease must be quarantined and confined either upon the premises of the owner or at a licensed veterinary hospital. The location of quarantine shall be determined by the Animal Control authority. (Ord. 2534 §2(Exh. B(part)), 1989).

**6.8.140 Animals Running at Large**

- A. It is unlawful for any person who owns or harbors a cat or dog, or the parents or guardians of a person under the age of eighteen, to allow such animal to run at large within the corporate limits of the City. All animals not confined within a secure enclosure (as defined in Section 6.08.005) shall be kept on a leash (as defined in Section 6.08.005) not more than ten feet long. Cats are not required to be on a leash, but they must be confined to the owner's property or be under the physical control of the owner. Any animal which has been duly and properly trained and registered as a service animal as described in Section 6.08.005 is exempt from this section.
  1. When a chain, rope, or other restraint is used to tether an animal, it shall be so placed or attached that it cannot become tangled with the chain of any other animal or with any other object, and will permit the animal to move freely and make all normal body movements in a comfortable, normal position. It shall be affixed by means of a well-fitted collar, and shall be at least 10 feet in length and shall allow the animal convenient access to food, water, and shelter adequate to protect the animal from the elements. Such tethering shall be located so as not to allow the animal to trespass on public or private property, nor in such a manner as to cause harm or danger to persons or animals.
- B. It is unlawful for any firm, person or corporation owning or having control of any goats, cattle, swine, or sheep to keep the same within the corporate limits of the City, except to bring the same to market for commercial or exhibition purposes, and when brought therein for that purpose the same shall be kept and cared for by the owner or person in charge thereof at such place as directed by the Chief of Police. It is unlawful to keep livestock, as defined in Section 6.08.005, within the corporate limits of the City with the exception of suburban districts, as defined in Title 17. In suburban districts livestock must be kept within fences or secured in such a manner which prevents them from running at large. Veterinarian's premises are exempt from this provision.
- C. It is unlawful to allow livestock to run at large within the corporate limits at any time.
- D. It is unlawful for an owner or keeper of any fowl or rabbits to permit them to run at large upon any street, alley, avenue, boulevard or public park or to trespass upon the premises of another person within the City; except, that such animals owned and/or maintained by the City in the City parks are exempt from this provision.
- E. Any person may take up any animal running at large in the City, or tethered therein contrary to the provisions of this chapter, and take the animal to the Animal Control Officer. Neither compensation nor reward shall be paid directly or indirectly for such taking and delivery. (Ord. 2534 §2(Exh. B(part)),1989).
- F. It is unlawful for any person to take or drive any animal out of any enclosure, stable or other building with the intent that such animal shall be impounded.
- G. It is unlawful for any person to open gates or doors or otherwise cause or permit any animal to escape confinement against the wishes of the owner. (Ord. 2534 §2(Exh. B(part)), 1989).
- H. It is unlawful for any person to break open, or in any manner directly or indirectly, aid or assist in, or counsel or advise the breaking open of the Animal Shelter.

- I. It is unlawful for any person to hinder, delay or obstruct any person while engaged in taking to the Animal Shelter any animal liable to be impounded under the provisions of this chapter. (Ord. 2534 §2(Exh. B(part)), 1989).
- J. A person found guilty of a violation of this section is guilty of a misdemeanor punishable by a maximum fine of \$500. If the animal is unaltered the minimum fine shall be \$200

#### **6.8.150 Nuisance Animal**

Any person owning or harboring an animal shall ensure it does not engage in any of the following nuisance behavior:

##### **A. Animal Noise.**

- 1. No person shall allow an animal to bark, howl, or make sounds common to its species in excess, taken to be continuous noise for a period of fifteen (15) or more minutes or intermittent noise for a period of thirty (30) or more minutes, although animal control may investigate any complaint in its sole discretion. Evidence of violation of this section can be served by any of the following:
  - a. Written affirmation from at least two persons having separate residences within a one-block area; and/or
  - b. Videotapes and/or written documentation (such as barking logs); and/or
  - c. Dates, times, and duration of nuisance animal noise as documented by an Animal Control Officer on the scene.
- 2. The reasonable man standard shall be applied in all cases. "Reasonable man" is defined as the 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. 2534 §2(Exh. B(part)), 1989).

##### **B. Nuisance Behavior.**

- 1. Persons who own or harbor an animal must prevent such animal from engaging in any of the following acts:
  - a. Chasing vehicles or bicycles in public streets, ways, or parks;
  - b. Stealing or causing damage to private or public property;
  - c. Chasing persons who are not at the time trespassing on the property of the owner, nor injuring or attempting to injure the owner, his family or property;
  - d. Rummaging through or scattering garbage or rubbish;
  - e. Defecating on land over which the person does not have the right to possession, without cleaning up and disposing of the waste immediately;
  - f. Being inside a public area which is designated as prohibiting animals. Any animal which has been duly and properly trained and registered as a service animal as described in Section 6.08.005 may be allowed in such an area when acting in that capacity.
- C. Female in Estrus. Any person owning, possessing or harboring any female animal in heat (estrus) must keep such female animal in a secure and enclosed area not accessible to male animals running at large.
- D. A person found guilty of a violation of this section is guilty of a misdemeanor punishable by a maximum fine of \$500 and may also be subject to the other penalties specified in 6.08.310. In addition if the animal is unaltered the minimum fine shall be \$200.

#### **6.8.160 Dangerous Animal**

It is unlawful for any person to own or harbor a dangerous animal as defined in Section 6.8.005.

- A. Any dangerous animal may be immediately taken up and impounded by the Animal Control Officer. Upon a second or subsequent conviction under this chapter or in a single instance where the facts indicate that such action is necessary for the safety of the citizens of this community or their property, the dangerous animal shall be seized by an Animal Control Officer. A court hearing will then determine if the animal is to be ordered spayed or neutered, euthanized or permanently removed from the City.
- B. Lawful Presence. For the purposes of this section, a person is peaceably and lawfully upon the private property of an owner when in the performance of any duty imposed by the laws of this state or any city or county, or by the laws or postal regulations of the United States, or when on such property upon invitation, express or implied.
- C. Any person may protect their pets, their property, their person, or the person of any other human being by reasonable force against the dangerous animal.
- D. Impounded animals may be redeemed by the owner after compliance with all registration and vaccination requirements if the animal is not being held for a court hearing. If the owner wishes to appeal the seizure of the animal the owner may file a petition in Court for the return of the animal.

E. A person found guilty of a violation of this section is guilty of a misdemeanor punishable by a minimum fine of \$300 and a maximum fine of \$1,000. If a person has purposely, knowingly or negligently violated this section, up to 12 months in jail may be imposed. The person may also be subject to the other penalties specified in 6.08.310. In addition if the animal is unaltered, the minimum fine shall be \$500.

#### **6.8.170 Impounded Animals--Redemption—Disposition**

- A. The owner of any pet animal which has been impounded, upon proving ownership thereof, may redeem the pet from the Animal Control Agency upon payment of the following:
1. Registration fee (for unregistered pet animals); and
  2. An impound fee established by the Animal Control Agency for each day that the animal has been held in the Animal Shelter; and
  3. A fee for rabies vaccination if the pet is not vaccinated; and
  4. Any veterinary fees incurred.
- B. If any unregistered dog or other animal is impounded, the owner shall redeem it within seventy-two hours (Sundays and holidays excluded), or it shall be subject to adoption or disposal by the Animal Control Agency as provided in this chapter. If such impounded animal has a registration tag or microchip, the animal will be held for 96 hours (Sundays and holidays excluded) before being subject to adoption or disposal. In addition, the Animal Control Officer will attempt to contact the owner by phone and/or in writing. If the animal carries a designation as a service animal together with the phone number or address of the owner, the Animal Control Officer will make an attempt to return the animal. The Animal Control Officer may issue a citation to the person redeeming an impounded animal for violation of any provision of this chapter.
- C. The owner of any animal other than a pet animal (dog or cat) which has been impounded, upon proving ownership thereof, may redeem the animal from the shelter upon satisfying the following conditions and payment of the following:
1. The animal is legally allowed within the incorporated limits;
  2. Proof of compliance that the animal has all required Federal, State or Local permits.
  3. An impound fee established by the Animal Control Agency for each day, or part thereof, that the animal has been held in the Animal Shelter; and
  4. Any veterinary fees incurred. (Ord. 2534 §2(Exh. B(part)), 1989).
- D. A person found guilty of a violation of this section is guilty of a misdemeanor punishable by a maximum fine of \$500 and may also be subject to the other penalties specified in 6.08.310.

#### **6.8.180 Adoption of Animals**

If an animal is not redeemed by the owner within the prescribed time limit, the owner thereof forfeits all right, title and interest therein, and the Animal Control Agency may offer the same for sale to the public.

- A. A person may adopt an animal pursuant to the requirements set by the Animal Control Agency.
- B. It is unlawful for any person to adopt an animal from the animal shelter and fail to comply with the stipulations in the adoption contract. Such violation may result in forfeiture of the animal and a fine of up to \$500.
- C. No animal suffering from an infectious disease will be released unless the public health officer shall so order. (Ord. 2534 §2(Exh. B(part)), 1989).

#### **6.8.190 Disposal Fee-Dogs and Cats**

- A. The Animal Control Agency will dispose of dead dogs or dead cats for a fee to be established by the Animal Control Agency if the animal is transported to the Animal Shelter by the owner.
- B. A surrender fee will be established by the Animal Control Agency and charged to an owner who is a resident of the City for unwanted animals brought to the Animal Shelter.
- C. A surrender fee will be established by the Animal Control Agency and charged to non-residents (except those covered by a contract) for unwanted animals brought to the Animal Shelter. (Ord. 2534 §2(Exh. B(part)), 1989).

#### **6.8.200 Cruelty to Animals.**

Please refer to Montana Code §45-8-211.

#### **6.8.210 Provoking Animals**

It is unlawful for any person to provoke, tease or in any way disturb a dog or other animal with the intent to harass the dog or other animal, cause it to bark, or attack any person (or other animal). Any person violating this section is guilty of a misdemeanor punishable by a maximum fine of \$500 and/or up to six months in jail. (Ord.2534 §2(Exh. B(part)), 1989).

#### **6.8.220 Abandonment**

It is unlawful for any person to abandon any animal within the City. Any person violating this section is guilty of a misdemeanor punishable by a maximum fine of \$500 and shall bear all expenses incurred by the Animal Control Agency in caring for said animal and shall reimburse the Animal Control Agency all said costs as determined by the Animal Control Agency. (Ord. 2534 §2(Exh. B (part), 1989; Ord. 2656, 1992).

#### **6.8.230 Duty of Driver upon Striking a Pet-Animal**

Every operator of a self-propelled vehicle upon the ways of this State open to the public shall immediately upon injuring or striking a pet-animal shall give aid to such animal or immediately notify the Animal Control Officer or police officer, furnishing sufficient facts relative to such injury. Any person violating this section is guilty of a misdemeanor punishable by a maximum fine of \$500. (Ord. 2534 §2(Exh. B(part)), 1989).

#### **6.8.240 Wild Animals**

- A. It is unlawful for any person to allow a wild animal in their possession to be in or upon any public place, including but not limited to public parks and public buildings.
- B. It is unlawful for any person to keep or maintain, or cause to be kept or maintained, any wild animal without first applying for and receiving a License Certificate from the Animal Control Agency. The fee for this license shall be established by resolution of the City Commission. Any animal(s) illegally possessed may be immediately seized by Animal Control with all costs of seizure charged to the person in possession of the wild animal.
- C. The Animal Control Agency shall set written policies as to what animals are exempted from licensing; however no License Certificate may be issued where the purpose is to breed wild animals. "Game farms" as defined in Montana Code Annotated 87-4-406 are not permitted in the City.
- D. The provisions of this section shall not prohibit the keeping or maintaining of animals under the following conditions:
  1. Any wild animals which are kept confined in publicly funded zoos, museums, or any other place approved by the Police Department where they are kept as live specimens for the public to view;
  2. Any wild animals which are kept confined and placed on exhibit in a circus, carnival, fairground or a sponsored academic exhibit.
  3. Wild animals in bona fide, licensed veterinary hospitals for treatment. (Ord. 2534 §2(Exh. B(part)), 1989).
  4. Any wild animals placed on exhibit by a commercial business possessing a Safety Inspection Certificate for wild animals. All applicable Federal, State, and Local permits must be obtained prior to bringing the wild animals into the City. (Ord. 2705; 1996)
- E. Any person violating this section is guilty of a misdemeanor punishable by a maximum fine of \$500.00.

#### **6.8.250 Wild Animals—License Certificate**

- A. A Wild Animal License Certificate shall be required for any person, persons, or family who wish to keep or harbor a wild animal. The Animal Control Agency shall issue License Certificates based upon the following:
  1. Inspection. The intended location must be inspected by an Animal Control Officer, such inspection to include the physical facilities as well as the effect on the neighborhood.
  2. Recommendation. Following the inspection, the Animal Control Officer will recommend to the licensing authority either approval or disapproval of the application.
  3. Fee. The annual License Certificate fee shall be established by resolution of the City Commission.
  4. Consent. Anyone wishing to harbor wild animals must obtain the written consent of at least seventy-five percent of the adjoining neighbors within two hundred feet east and west and one hundred fifty feet north and south, excluding public right-of-way.
  5. Renewals. Licenses must be renewed within sixty days of the expiration date or the application will be treated as a new application.
  6. License Revocation. All License Certificates will expire one year from the date of issuance unless sooner revoked. The Animal Control Officer will investigate all complaints concerning licensing or complaints

related to the wild animal and may recommend revocation of the license if it is deemed necessary. The licensee will be given at least five days written notice of such recommendation during which time the licensee may appeal the Animal Control Officer's recommendation to the Animal Control Agency. The licensing authority will then take action as required. (Ord. 2534 §2(Exh. B(part)), 1989).

- B. Exclusions. No fee may be required of any veterinary hospital, animal shelter or government zoological park.
- C. Penalty. Failure to obtain a license before harboring any wild animal shall result in a maximum fine of \$500.

**6.8.260 Steel Jaw Traps or Snares**

It is unlawful for any person to set any steel jaw traps or snares within the City limits of Great Falls. A person found guilty of a violation of this section is guilty of a misdemeanor punishable by a minimum fine of \$300 and a maximum fine of \$1,000 and/or up to six months in jail. (Ord. 2534 §2(Exh. B(part)), 1989).

**6.8.270 Animal Control Officer—Duties**

In addition to the duties and powers of the Animal Control Officer otherwise prescribed, the officer shall:

- A. Keep and maintain adequate records of all animals impounded and of all actions taken in the course of their duties. These records shall be public records and available for viewing at the Animal Control Agency.
- B. Carry out and enforce all of the provisions of this chapter and amendments thereto.
- C. Enforce the licensing and control of all animals in the City as provided in this chapter.
- D. Seize and take up all animals violating the terms of this chapter and maintain the same in a suitable and humane manner at the Animal Shelter.
- E. Where this chapter requires that an animal be put to death, the officer shall accomplish this in a humane manner.
- F. Be empowered to pursue upon private property any animal violating any provision of this chapter in their presence or when acting under a court order, warrant, affidavit of a dangerous animal, or when attempting to seize any animal suspected of having been exposed to rabies.
- G. File complaints in the Municipal Court for violations of this chapter and attend and testify in court when required.
- H. Make a timely notification to the City/County Health Department regarding bite reports submitted to Animal Control.
- I. Maintain regular hours as assigned during which the Animal Shelter shall be open and post the hours in a conspicuous place at the Animal Shelter. (Ord. 2534 §2(Exh. B(part)), 1989).

**6.8.280 Animal Control Officer--Investigative Authority**

- A. For the purpose of discharging the duties imposed by this chapter and enforcing its provisions, the Animal Control Officer or any Police Officer is empowered to demand from the occupants of any premises upon or in which a dog or other animal is kept or harbored the exhibition of such dog or other animal and the registrations and permits for such dog and/or other animals. The Animal Control Officer may make such a demand at the premises where any animal is kept in a reportedly cruel or inhumane manner and examine such animal and take possession of the animal, when it requires humane treatment.
- B. For the purposes of investigating complaints of unsanitary conditions and/or inhumane treatment of animals, Animal Control Officers shall have the right to inspect any premises where animals are kept at any reasonable time. This includes removing animals from vehicles if the animal's health is endangered by such confinement in hot or cold weather.
- C. On refusal of entry, the Animal Control Officer may obtain a search warrant. (Ord. 2534 §2(Exh. B(part)), 1989).

**6.8.290 Animal Control Officer--Interference Prohibited**

- A. It is unlawful for any person to hinder or interfere with the Animal Control Officer or any police officer in the performance of any duty or power imposed on by this chapter, or to release, or attempt to release, any animal in the custody of the Animal Control Officer, except as provided in this chapter. (Ord. 2534 §2(Exh. B(part)), 1989).
- B. It shall be unlawful for any person to remove, alter, damage, or otherwise tamper with any approved traps or equipment lawfully set for the purpose of capturing dogs, cats, or any other animals or wildlife that may be deemed at large or a public nuisance.

- C. A person found guilty of a violation of this section is guilty of a misdemeanor punishable by a maximum fine of \$500 and/or 6 months jail and may also be subject to the other penalties specified in 6.8.310.

**6.8.300 Copies of Regulations**

An abbreviated copy of City code applicable to the control of animals shall be available to all persons adopting or reclaiming an animal. A complete copy of Title 6, Chapter 6.08 shall be from the Animal Control Agency for a fee established by resolution of the City Commission. (Ord. 2534 §2(Exh. B(part)), 1989).

**6.8.310 Violation—Other Penalties**

In addition to any penalties specified in this Chapter, the Court in its discretion may Order any of the following conditions;

- A. The Court may order relinquishment of an animal(s) deemed to be a public safety risk and/or a repetitive nuisance that has not been abated or an animal that is a victim of cruelty, neglect, or abandonment to the Animal Shelter for disposition.
- B. Upon finding of violation under sections pertaining to animal fighting, a dangerous animal jeopardizing public safety, and animal cruelty or neglect (including provoking, poisoning, abandonment of an animal), the court may order no animal ownership for a determinate period.
- C. Violations of this chapter may result in immediate impoundment of the animal(s).
- D. Violation of any provision of this chapter may result in revocation of any license(s) or permit(s).
- E. The Court may in its discretion order any animals on the premises be spayed or neutered.

**6.8.320 Persons Responsible for Violation—Transfer of Registration**

In all prosecutions for violations of this chapter, the person who applied for and obtained the registration for the pet animal in question shall be deemed the person responsible for the violation unless there has been a transfer of ownership prior to the violation. In the event the pet animal is not registered, then the person deemed responsible for the violation is the person who owns, maintains or harbors the animal. Any transfer of ownership must be evidenced by a new registration issued by the licensing authority. (Ord. 2534 §2(Exh. B(part)), 1989).

A G E N D A R E P O R T

DATE December 19, 2006

ITEM Ordinance 2957 to Revise Sign Code

INITIATED BY City Staff

ACTION REQUESTED Adopt Ordinance 2957 on Final Reading, as Amended

PREPARED BY Mike Rattray, Community Development Director

PRESENTED BY Mike Rattray, Community Development Director

**RECOMMENDATION:** It is recommended that the City Commission conduct the public hearing and approve the following motion:

**MOTION:** “I move the City Commission adopt Ordinance 2957 on final reading, as amended.”

**SYNOPSIS:** The ordinance would amend Chapter 60 of the Land Development Code which governs signs within the City of Great Falls. The current sign code has been in effect since May 2005. The proposed revisions are primarily to address minor housecleaning items, to provide additional clarification, and to add a provision to address signage if a premise is subsequently subdivided. The revised Code is attached in its entirety to Ordinance 2957, as Exhibit “A”. Deletions have been “lined through” and additions have been “bolded.”

**BACKGROUND:** A rather extensive and time consuming review and development process was conducted by an appointed sign committee to prepare the current sign code, which became effective on May 5, 2005.

With over one and one-half years of working experience with the new code, City staff has identified a few items and issues that warrant further consideration and/or clarification. Briefly, the proposed changes include:

1. Signs for home occupations, family day cares, adult group homes and other approved home uses would not require sign permits, provided size and location standards are met. (Section 17.60.2.020, Page 3)
2. All references to specific dollar amounts for fees, costs, etc. were deleted and instead payment of fees and costs would be as set by the City Commission. (Sections 17.60.3.010, 17.60.4.060, 17.60.5.030, and 17.60.8.030, Pages 3, 11, 14 & 19)
3. To be consistent with the narrative description in the Code, Exhibit 60-6 was revised to note that one free-standing pole sign would be allowed per premise frontage for premises exceeding 50,000 square feet in area. (Page 5)
4. Reference was made to the appropriate section of the Code that addresses signs for home occupations, family day cares and the like. (Section 17.60.4.010, Page 6)
5. Clarification was provided that on-premise signs are authorized for approved commercial uses in residential zoning districts, neighborhood commercial zoning districts, and central business periphery zoning districts. (Section 17.60.4.010, Page 6)



6. A new provision was added to address signage if a premise is subsequently subdivided. Specifically, the provision states, “If a premise is subsequently subdivided after a freestanding sign allocation has been established for the premise, the subsequently created parcels shall share the freestanding sign allocation; shall share the same freestanding sign pole or monument; and, the owner/subdivider is responsible for allocating the signage amongst the separately created parcels at the time of each sale or lease.” (Sections 17.60.4.010, 17.60.4.020, 17.60.4.030 and 17.60.4.050, Pages 6, 7 & 10)

7. If a sign permit is revoked and the sign is not removed, the City may remove the sign and the sign owner may then reclaim the sign within ten working days. After that time, the sign may be destroyed. The requirement that the owner pay a \$50 fee to reclaim the sign was removed. (Sections 17.60.4.030, 17.60.5.030 and 17.60.8.030, Pages 9, 14 & 19)

It is offered that the proposed amendments will further benefit the public and will assist staff to more clearly enforce the revised sections and to provide an additional signage provision to address subsequently subdivided premises.

Attachments: Ordinance 2957  
Chapter 60, Sign Code (Revised)

ORDINANCE 2957 AMENDED

AN ORDINANCE TO REVISE TITLE 17,  
CHAPTER 60, OF THE OFFICIAL CODES OF  
THE CITY OF GREAT FALLS, MONTANA,  
PERTAINING TO THE SIGN CODE AND  
REPEALING ANY AND ALL PREVIOUS  
ORDINANCES OR INTERIM ORDINANCES

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

Section 1 Title 17, Chapter 60, as depicted in EXHIBIT "A" attached, is hereby adopted.

PASSED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, this  
19th day of December, 2006.

\_\_\_\_\_  
Dona R. Stebbins, Mayor

ATTEST:

\_\_\_\_\_  
Peggy J. Bourne, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

\_\_\_\_\_  
David V. Gliko, City Attorney

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

I, Peggy J. Bourne, City Clerk of the City of Great Falls, Montana, do hereby certify that  
the foregoing Ordinance No. 2957 was placed on its final passage and passed by the Commission

of the City of Great Falls, Montana, at a meeting thereof held on the 19th day of December, 2006, and approved by the Mayor of said City on the 19th day of December, 2006.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said City on this 19th day of December, 2006.

---

Peggy J. Bourne, City Clerk

(SEAL OF CITY)

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

Peggy J. Bourne, being first duly sworn, deposes and says: That on the 19th day of December, 2006, and prior thereto, she was the City Clerk of the City of Great Falls, Montana; that as said City Clerk she did publish and post as required by law and as prescribed and directed by the Commission, Ordinance 2957 of the City of Great Falls, 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 Court House;  
On the Bulletin Board, Great Falls Public Library

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Peggy J. Bourne, City Clerk

(SEAL OF CITY)

**Chapter 60  
SIGN CODE**

**Articles:**

1. General provisions
2. Prohibited signs and signs exempt from permit
3. Temporary signs
4. On-Premise signs
5. Off-premise signs
6. Design/construction requirements
7. Permit, inspections and licenses
8. Enforcement

**Article 1  
GENERAL PROVISIONS**

**Sections:**

17.60.1.010	Title		
17.60.1.020	Intent and purpose		

**17.60.1.010 Title**

This chapter is known as the Great Falls Sign Code, may be cited as such and is referred to in this chapter as "this Code."

**17.60.1.020 Intent and purpose**

The intent of this Code is to protect the health, safety and welfare of the citizens of Great Falls; to provide for a well-maintained and aesthetically pleasing appearance of the community; and to provide adequate business identification and advertising communication. The purpose of this Code is to establish parameters for size, location, type, maintenance and construction of signs and sign structures within the City of Great Falls in order to:

- A. Promote a positive economic and business climate through distinctive and effective signage.
- B. Improve Great Falls’ community image by eliminating sign clutter.
- C. Encourage signage of a scale and character consistent with building, site, streetscape and neighborhood.
- D. Ensure protection of pedestrians and motorists from injury and/or damages attributable to distractions and obstructions caused by improperly placed signs.
- E. Provide a comprehensive and cohesive code that is readily understood and consistently applied.
- F. Provide effective and binding code implementation and enforcement measures.

**Article 2  
PROHIBITED SIGNS AND SIGNS EXEMPT FROM PERMIT**

**Sections:**

17.60.2.01	Prohibited signs and exceptions		
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17.60.2.02	Signs exempt from permit		
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**17.60.2.010 Prohibited signs and exceptions**

The following signs are prohibited within the City of Great Falls:

- A. Signs located on public property, except light pole banners for community events and authorized Central Avenue banners. Sandwich boards are allowed on public property in the Central Business Core District only.
- B. Portable changeable-copy signs.
- C. Signs that flash, spin, rotate or have similar motion-based devices. This includes signs with moving parts, flashing lights of any kind and/or sound, but does not prohibit permanent electronic message boards or permanent electronic changeable copy signs as long as they do not flash. The display on electronic message boards must be synchronized so that any flashing text must remain for a minimum of three seconds.
- D. Light beams, holograms and rotating beacons or signs that simulate traffic signals or emergency response equipment or cause a traffic distraction.
- E. Roof signs which extend more than half way up the roof to the ridge line. (See Exhibit 60-1 page 20 of this chapter.)
- F. Signs advertising a product, service or business that are carried, worn or otherwise supported by a person or animal except during licensed parades and community events. This does not apply to uniforms and corporate wear.
- G. Signs on City trees, utility poles, street lights, traffic control boxes or other public property. This does not apply to official government signs.
- H. Vehicles used as on-premise or off-premise signs. Vehicles and trailers existing for the primary purpose of advertising are prohibited. Such vehicle-signs are not permitted in public rights-of-way, on public property or on private property where such objects are visible from the public right-of-way. This restriction is intended to prohibit the use of vehicles for the singular purpose of on-premise or off-premise advertising. This restriction shall not be construed to prohibit normal advertising on commercial vehicles, e.g. firm name, telephone number, business address, major enterprise, principal products or services. This restriction shall not be construed to limit political signs mounted on vehicles. Commercial transportation vehicles that are licensed, self-propelled, in compliance with State and City statute and/or ordinance requirements and are operating in the function for which they are intended are not subject to this prohibition.

**17.60.2.020 Signs exempt from permit**

The following signs do not require sign permits. However, signage must be in compliance with this Code in all other respects.

- A. Flags, emblems, crests or insignia of any nation, political subdivision, corporation or any other entity or business.
- B. Government and Public Utility Signs. This includes traffic regulatory, warning signs, information or directional signs, temporary special event signs, public notices and identification signs for public buildings and grounds that are erected, installed or placed by or on behalf of any federal, State, county or City government. Public utility signs showing locations of underground facilities or public telephones, and safety signs on construction sites, are included within this exemption.
- C. Real estate signs. (See Exhibit 60-2 page 21 of this chapter.) Each premise that is for sale, lease or rent is allowed two (2) real estate signs no larger than six (6) square feet in

area and six (6) feet in height in residential zoning districts or thirty-two (32) square feet in area and six (6) feet in height in commercial and industrial districts. A separate open house sign may be displayed during open house hours only.

- D. Construction signs displaying the names of general and sub-contractors, architects, designers, financial underwriters, etc. provided that such signs do not exceed sixteen (16) square feet in area and four (4) feet in height in residential zoning districts or thirty-two (32) square feet in area and ten (10) feet in height in commercial and industrial districts. (See Exhibit 60-2 page 21 of this chapter.) Larger on-premise signs promoting a new development would be allowed by permit as a temporary sign.
- E. Ideological signs no larger than six (6) square feet in area and four (4) feet in height.
- F. Ground level window signs that are no larger than one-third (1/3) of an architecturally distinct window. (See Exhibit 60-3 page 22 of this chapter.) Signs in windows above ground level are allowed for business identification purposes only and must not exceed one-fourth (1/4) of the area of a given window.
- G. On-premise directional or incidental signs not exceeding four (4) square feet in area that are not designed to be legible from an off-premise position. (See Exhibit 60-2 page 21 of this chapter.)
- H. Political signs no larger than sixteen (16) square feet in area and four (4) feet in height. Signs may be placed no earlier than 60 days prior to any election. Signs must be removed within seven (7) consecutive days after an election. When a primary election is held in September, successful candidates may leave signs up through the general election. Political signs must be placed at least twelve (12) feet from the back of the curb. (See Exhibit 60-3 page 22 of this chapter.) Vehicular and pedestrian sight distances must be unobstructed.
- I. Non-illuminated temporary signs for civic, charitable, educational, religious events/celebrations or special non-profit community events/celebrations are allowed without permit but placement must comply with provisions of this Code. (See Exhibit 60-4 page 23 of this chapter.) One (1) off-premise special event sign is allowed per premise. The sign is limited to thirty-six (36) square feet. The sign display is limited to ten (10) days before the event and must be removed within 72 hours of the close of the event.
- J. Special community event light-pole banners are allowed in the public right-of-way. (See Exhibit 60-5 page 24 of this chapter.)
- K. ~~Home occupation signs and nameplates in residential districts, provided such signs are not illuminated, do not exceed two (2) square feet in area and are attached to the residence.~~ **Signs for approved home occupations, family day cares, adult group homes and other approved non-residential uses allowed in residential homes are allowed without permit, but shall conform to the following standards:**
  - 1. No exterior display shall be permitted except allowed signage.
  - 2. Allowed signage is limited to one non-illuminated sign. Such signage shall:
    - a. not exceed one hundred forty-four square inches (one square foot) in area;
    - b. not exceed twenty-four inches in length; and,
    - c. be placed flat against the dwelling unit.
- L. Street number signs not exceeding four (4) square feet
- M. Garage Sale signs not exceeding four (4) square feet displayed on the day of the sale only. Signs placed on public property as well as signs not removed at the end of the sale will be subject to citation.

**Article 3  
TEMPORARY SIGNS**

**Sections:**

17.60.3.010	On-premise temporary signs		
17.60.3.020	Central Avenue banners		

**17.60.3.010 On-premise temporary signs**

Each commercial or industrial premise may receive a permit for one (1) temporary sign of up to sixty-four (64) square feet. Banners, wind signs and sandwich board signs are considered temporary. The permit may be granted for up to 60 days. An annual permit may be issued for one (1) temporary sign per premise for a period of one year, **upon payment of a fee as may be set by City Commission resolution.** The following restrictions apply:

- A. Temporary signs must be located totally on private property and no closer to the public right-of-way than one-half (1/2) the distance between the right-of-way and the closest building. (See Exhibit 60-4 page 23 of this chapter.)
- B. Temporary signs must be well-maintained and secured. Signs may not be tattered or torn.
- C. Temporary signs may not be displayed in place of permanent signage. Businesses must display permanent signage no later than 45 days after commencement of commercial operations or show proof that signage is on order.
- D. Temporary signs must be of professional quality.
- E. Large inflatables are considered temporary signs. Permits must be obtained before they are displayed. Inflatables may not be higher than twenty-five (25) feet above the ground as measured from the top of the inflatable.

**17.60.3.020 Central Avenue banners**

This section applies only to off-premise banners displayed across Central Avenue.

- A. Banners may be no larger than one hundred (100) square feet.
- B. One banner permit may be issued at a time for a maximum of 30 consecutive days. Time allowances are exclusive, i.e. only one sign may be displayed at a time. The entire time allowance for a given banner permit must expire before another banner may be displayed.
- C. Permission to connect a banner must be received from the owners of the banner-anchoring buildings.

# Exhibit 60-6

<i><b>ON PREMISE SIGNAGE TABLE</b></i>					
	NEIGHBORHOOD COMMERCIAL M-1, C-1, C-5, PLI, POS	COMMERICAL/ INDUSTRIAL C-2, C-3, I-1, I-2 (non-Riverfront)	CENTRAL BUSINESS CORE DISTRICT C-4	RIVERFRONT CORRIDOR	PREMISES EXCEEDING 50,000 S.F. IN AREA
<b>TOTAL ALLOWANCE PER PREMISE (S.F.)</b>	50	Wall signage allowance plus 200	Wall signage allowance plus 100	Wall signage allowance plus 100	Wall signage allowance plus 300
<b>WALL Signs per Frontage Area</b>	1 (max 2 signs) 32 S.F. per sign	10% of building wall area per frontage	10% of building wall area per frontage	10% of building wall area per frontage	10% of building wall area per frontage
<b>FREE-STANDING POLE Signs per Frontage Area (S.F.)</b>	1 32 /sign	1 1 S.F./linear foot of premise frontage	1 1 S.F./linear foot of premise frontage	1 1 S.F./ linear foot of premise frontage	1 1 S.F./linear foot of <del>per</del> premise frontage
<b>Height (FT)</b>	6	Max. 200 25	Max. 100 20	Max. 100 20	Max. 300 25
<b>PROJECTING Signs in Place of Wall or Free-standing Sign Maximum Area (S.F.)</b>	32	32	32	32	32



**Article 4  
ON-PREMISE SIGNS**

**Sections:**

17.60.4.010	Residential, neighborhood commercial and central business periphery districts	17.60.4.040	Riverfront corridor
17.60.4.020	Commercial and industrial districts	17.60.4.050	Premises exceeding 50,000 square feet
17.60.4.030	Central business core district	17.60.4.060	Montana ExpoPark, Multi-Sports Park, Legion Ball Park and the Soccer Park

**17.60.4.010 Residential, neighborhood commercial and central business periphery districts**

The following on-premise signs are authorized for approved commercial ~~approved~~ uses in residential ~~neighborhoods~~ residential zoning districts, neighborhood commercial (C-1) zoning districts, and central business periphery zoning districts (C-5), subject to issuance of a sign permit. Home occupations, family day cares and the like, allowed in residential units ~~regulated by Section 5.02.220K of OCCGF~~ are addressed in section 17.60.2.020.K of this Title and are not included in this section. Each commercial premise is limited to a maximum of fifty (50) square feet of total signage. If the premise houses multiple tenants, the owner is responsible for allocating signage amongst the separate tenants/businesses Wall signs. (See Exhibit 60-7 page 25 and Exhibit 60-1 page 20 of this chapter.)

1. One (1) wall sign per premise frontage. No more than two (2) wall signs per premise.
2. Maximum area per sign: thirty-two (32) square feet.
3. Maximum projection – excluding awnings: twenty-four (24) inches.
4. Wall signs may be placed no higher than six (6) inches below the top of the wall or parapet.
5. Wall signs may not obstruct required windows and/or required exits.

**D. Freestanding signs including pole signs, monument signs and low-profile signs.** (See Exhibit 60-8 page 26 of this chapter.)

1. One (1) freestanding sign per premise frontage is allowed as long as there is a perimeter separation of 250 feet between any two signs. No more than two (2) signs per premise are allowed.
2. Maximum area per sign: thirty-two (32) square feet.
3. Height limit is six (6) feet above finished grade.
4. Freestanding signs must be located entirely on private property.
5. When a free standing sign structure is installed, the base of the sign must be landscaped. If the freestanding sign is located within a vehicular use area, the landscaped area must be designed to protect sign base supports from vehicular incursion. Support protection examples include bollards, stones or curbing. Such protection must be integrated with the landscaping. Landscaping may contain trees, shrubs, groundcovers, perennial or annual flowers, turf and organic or inorganic mulches. Living plant materials must cover at least 75% of the landscaped area.
6. **If a premise is subsequently subdivided after a freestanding sign allocation has been established for the premise, the subsequently created parcels shall share the sign allocation; shall share the same freestanding sign pole or monument; and, the owner/subdivider is responsible for allocating the signage amongst the separately created parcels at the time of each sale or lease.**

**E. Projecting signs.** Each business with frontage on a public right-of-way is allowed one (1) projecting sign along the public right-of-way. (See Exhibit 60-5 page 24 and Exhibit 60-9 page 27 of this chapter.)

1. A projecting sign may be used instead of, but not in addition to, a freestanding sign.
2. Projecting signs and wall signs advertising the same business may not occupy the same building frontage.
3. Projecting signs are limited to sixteen (16) square feet plus one (1) additional square foot for each three (3) feet of linear building footage in excess of fifty (50) feet. Maximum allowance: thirty-two (32) square feet.
4. Projecting signs must not project over public property.

**17.60.4.020 Commercial and industrial districts**

The following on-premise signs are authorized on property zoned commercial, industrial or transitional subject to a sign permit. Property contained within the Central Business Core District is regulated by Section 17.60.4.030 of this chapter. The Riverfront Corridor District is regulated by Section 17.60.4.040. Premises exceeding 50,000 square feet are regulated by Section 17.60.4.050.

Maximum sign allocation for each commercial and/or industrial premise under this section equals the standard wall signage allocation plus two hundred (200) square feet maximum freestanding signage. If the premise houses multiple tenants, the owner is responsible for allocating signage amongst the separate tenants/businesses. **Wall signs.** (See Exhibit 60-7 page 25, Exhibit 60-1 page 20, and Exhibit 60-10 page 28 of this chapter.)

1. A maximum of 10% of each frontage building wall, excluding service delivery areas and parapets, may be covered with wall signage.
2. Each premise is allowed a minimum of twenty-four (24) square feet of wall signage.
3. Maximum projection – excluding awnings: twenty-four (24) inches.
4. Wall signs may be placed no higher than six (6) inches below the top of the wall or parapet.
5. Wall signs may not obstruct required windows and/or required exits.

**F. Freestanding signs including pole signs, monument signs and low-profile signs.** (See Exhibit 60-8 page 26 and Exhibit 60-11 page 29 of this chapter.)

1. One (1) freestanding sign per premise street frontage. A perimeter separation of two hundred and fifty (250) feet is required between any two freestanding signs on the premise. No more than two (2) signs are allowed per premise.
2. A maximum area of one (1) square foot per linear foot of premise frontage facing one street or avenue is allowed. A maximum of two hundred (200) square feet of total freestanding signage per premise is allowed.
3. Height limit is twenty-five (25) feet above finished grade of the lot.
4. Freestanding signs must be located entirely on private property.
5. Signs may not project over public property.
6. When a freestanding sign structure is installed, the base of the sign must be landscaped. If the freestanding sign is located within a vehicular use area, the landscaped area must be designed to protect sign base supports from vehicular incursion. Support protection examples include bollards, stones or curbing that are integrated with the landscaping. Landscaping may contain trees, shrubs, groundcovers, perennial or annual flowers, turf and organic or inorganic mulches. Living plant materials must cover at least 75% of the landscaped area.
7. A 20% increase in maximum freestanding sign area is granted when signage is entirely low-profile. (See Exhibit 60-5 page 24 of this chapter.)
8. **If a premise is subsequently subdivided after a freestanding sign allocation has been established for the premise, the subsequently created parcels shall share the sign allocation; shall share the same freestanding sign pole or monument; and, the owner/subdivider is responsible for allocating the signage amongst the separately created parcels at the time of each sale or lease.**

**G. Projecting signs.** Each business with frontage on a public right-of-way is allowed one projecting sign along the public right-of-way. A sign permit is required. (See Exhibit 60-5 page 24 and Exhibit 60-9 page 27 of this chapter.)

1. A projecting sign may be used instead of, but not in addition to, a freestanding sign.
2. Projecting signs and wall signs advertising the same business may not occupy the same building frontage.
3. A projecting sign is limited to sixteen (16) square feet plus one (1) additional square foot for each three (3) feet of linear building footage in excess of fifty (50) feet to a maximum of thirty-two (32) square feet.
4. Projecting signs must not project over public property.

**17.60.4.030 Central business core district**

The following on-premise signs are authorized on property within the Central Business Core District. A sign permit is required.

A maximum of two (2) square feet of total signage for each linear foot of building frontage is permitted per premise to a maximum of two hundred (200) square feet. If the premise houses multiple tenants, the owner is responsible for allocating signage amongst the separate tenants/businesses.. The following types of signs are allowed:

**A. Wall signs.** (See Exhibit 60-7 page 25 and Exhibit 60-1 page 20 of this chapter.)

1. A maximum of 10% of frontage building wall, excluding service delivery areas and parapets, may be covered with wall signage.
2. Each premise is allowed at least twenty-four (24) square feet of wall signage.
3. No single wall sign may exceed one hundred (100) square feet.
4. Maximum projection – excluding awnings: twenty-four (24) inches.
5. Wall signs may be placed no higher than six (6) inches below the top of the wall or parapet.
6. Minimum vertical clearance allowances.
7. Alley: fourteen (14) feet.
  - a. Other public property: eight (8) feet.
  - b. Wall signs may not obstruct required windows and/or required exits.

**B. Freestanding signs including monument signs and other low-profile signs.** (See Exhibit 60-8 page 26 of this chapter.)

1. One (1) freestanding sign per premise street frontage. A perimeter separation of two hundred and fifty (250) feet is required between any two freestanding signs. No more than two (2) signs per premise will be permitted.
2. Area may not exceed one hundred (100) square feet.
3. Height limit is twenty (20) feet from finished grade of the lot.
4. Freestanding signs must be located entirely on private property and must not overhang public property.
5. A 20% increase in maximum freestanding sign area is granted when signage on the premise is entirely low-profile.
6. When a freestanding sign structure is installed, the base of the sign must be landscaped. If the freestanding sign is located within a vehicular use area, the landscaped area must be designed to protect sign base supports from vehicular incursion. Support protection examples include bollards, stones or curbing that are integrated with the landscaping. Landscaping may contain trees, shrubs, groundcovers, perennial or annual flowers, turf and organic or inorganic mulches. Living plant materials must cover at least 75% of the landscaped area.
7. **If a premise is subsequently subdivided after a freestanding sign allocation has been established for the premise, the subsequently created parcels shall share the sign allocation; shall share the same freestanding sign pole or monument; and, the owner/subdivider is responsible for allocating the signage amongst the separately created parcels at the time of each sale or lease.**

**C. Projecting signs.** Businesses with frontage on a public right-of-way are allowed one projecting sign along the public right-of-way. (See Exhibit 60-9 page 27 and Exhibit 60-12 page 30 of this chapter.)

1. Projecting signs may be used instead of, but not in addition to, a freestanding signs.
2. Projecting signs and wall signs advertising the same business may not occupy the same building frontage.
3. A projecting sign is limited to sixteen (16) square feet plus one (1) additional square foot for each three (3) feet of linear building footage in excess of fifty (50) feet to a maximum of thirty-two (32) square feet.
4. Projecting signs may extend no farther than six (6) feet over public property or more than two-thirds (2/3) the distance to the back of curb, whichever is less.
5. Signs may project no farther than one (1) foot into an alley.
6. Minimum vertical clearance allowances.
  - a. Alley: fourteen (14) feet.
  - b. Other public property: eight (8) feet.

- D. Sandwich board signs.** Temporary sandwich board signs may be placed on public property within the Central Business Core District only. This is the only district in which sandwich boards are allowed on public property. Such signs require an annual permit to occupy the public right-of-way.
1. Sandwich board signs are limited to one (1) sign per business frontage and must conform to the following design standards:
    - a. Each sign may have a maximum of two (2) faces, not to exceed an aggregate total of twelve (12) square feet per sign. (See Exhibit 60-12 page 30 of this chapter.)
    - b. Each sign must be secured in place by no less than two (2) weights of not less than ten (10) pounds each, placed upon the base material.
    - c. Sign permits are issued only to holders of insurance equal to that required for a sign contractor Class B license.
    - d. The permit fee for each sandwich board sign is established by City Commission resolution.
    - e. A sandwich board sign must be placed so that the middle third of the sidewalk is clear. A minimum of five (5) feet of sidewalk width must be unobstructed. (See Exhibit 60-12 page 30 of this chapter.)
  2. Sandwich board signs must be placed adjacent to or upon the permit-holding premises, may only be displayed during business hours of the advertised business and must be removed from public property during all other times.
  3. Sandwich board signs may not be illuminated or energized.
  4. The sign permit may be revoked at any time for lack of adequate maintenance or safety. The sandwich board sign will be removed by the sign owner upon notice of permit revocation. If not removed, the City may remove the sign. The sign becomes City property. The sign owner may reclaim the sign ~~by paying a fifty (50) dollar fee.~~ **within ten (10) working days of the removal. After such time, the sign may be destroyed.**

#### **17.60.4.040 Riverfront corridor**

The following on-premise signs are authorized on property zoned commercial, industrial or transitional within the Riverfront Corridor. A sign permit is required. The Riverfront Corridor is the area on both banks of the Missouri River:

1. On the east and south sides of the river, the Corridor is the area bordering River Drive and Giant Springs Road, running from the southernmost limits of the City to the northernmost limits.
  2. On the west and north sides of the river, the Corridor includes the east side of Bay Drive and the east side of Third Street NW between Central Avenue West and the Northwest Bypass.
- A. Wall signs.** (See Exhibit 60-7 page 25, Exhibit 60-1 page 20, and Exhibit 60-10 page 28 of this chapter.)
1. A maximum of 10% of each frontage building wall, excluding service delivery areas and parapets, may be covered with wall signage.
  2. Each premise is allowed at least twenty-four (24) square feet of wall signage.
  3. Maximum projection – excluding awnings: twenty-four (24) inches.
  4. Wall signs may be placed no higher than six (6) inches below the top of the wall or parapet.
  5. Wall signs may not obstruct required windows and/or required exits.
- B. Freestanding signs including monument signs and other low-profile signs.** (See Exhibit 60-8 page 26 of this chapter.)
1. One (1) freestanding sign per premise street frontage. A perimeter separation of two hundred and fifty (250) feet is required between any two freestanding signs on the premise. No more than two (2) signs per premise.
  2. Total area for all freestanding signs on the premise a may not exceed one hundred (100) square feet.
  3. Height limit is twenty (20) feet from finished grade of the lot.
  4. Freestanding signs must be located entirely on private property.
  5. Freestanding signs may not project over public property.
  6. A 20% bonus for freestanding signs may be granted to premises that display signs no taller than eight (8) feet. (See Exhibit 60-5 page 24 of this chapter.)

7. When a freestanding sign structure is installed, the base of the sign must be landscaped. If the freestanding sign is located within a vehicular use area, the landscaped area must be designed to protect sign base supports from the vehicular incursion. Support protection examples include bollards, stones or curbing that are integrated with the landscaping. Landscaping may contain trees, shrubs, groundcovers, perennial or annual flowers, turf and organic or inorganic mulches. Living plant materials must cover at least 75% of the landscaped area.
- C. **Projecting signs.** Businesses with frontage on a public right-of-way are allowed one projecting sign along the public right-of-way. (See Exhibit 60-5 page 24 and Exhibit 60-9 page 27 of this chapter.)
1. A projecting sign may be used instead of, but not in addition to, a freestanding sign;
  2. Projecting signs and wall signs advertising the same business may not occupy the same building frontage.
  3. A projecting sign is limited to sixteen (16) square feet plus one (1) additional square foot for each three (3) feet of building linear footage in excess of fifty (50) feet to a maximum of thirty-two (32) square feet.
  4. Projecting signs must not project over public property.

#### **17.60.4.050 Premises exceeding 50,000 square feet**

The following on-premise signs are authorized on premises zoned commercial, industrial, transitional or public lands and institutions that exceed 50,000 square feet. (See Exhibit 60-13 page 31 of this chapter.) Montana ExpoPark, Multi- Sports Park, Legion Ball Park and the Soccer Park are covered under section 17.60.4.060.

The maximum sign allocation for each premise under this section equals the standard wall sign allocation plus three hundred (300) square feet maximum freestanding signage. If the premise houses multiple-tenants **or is subsequently subdivided**, a Comprehensive Signage Plan must be submitted to the Design Review Board. The owner of the premise is responsible for allocating signage amongst the separate tenants/businesses. (See Exhibit 60-13 page 31 of this chapter.)

A. **Wall signs.** (See Exhibit 60-1 page 20 and Exhibit 60-7 page 25 of this chapter.)

1. A maximum of 10% of frontage building wall, excluding service delivery areas and parapets, may be covered with wall signage.
2. Each premise is allowed at least twenty-four (24) square feet of wall signage.
3. Maximum projection – excluding awnings: twenty-four (24) inches.
4. Wall signs may be placed no higher than six (6) inches below the top of the wall or parapet.
5. Wall signs may not obstruct required windows and/or required exits.

B. **Freestanding signs including monument signs and other low profile signs.** (See Exhibit 60-8 page 26 of this chapter.)

1. A maximum of three hundred (300) square feet is allowed per premise.
2. One freestanding sign of no more than two hundred (200) square feet is allowed per street frontage. A perimeter separation of two hundred and fifty (250) feet is required between any two freestanding signs on any premise.
3. Height limit is twenty-five (25) feet from the finished grade of the lot, except in the Central Business Core District, Riverfront Corridor or a residential area where height is limited to twenty (20) feet, twenty (20) feet and six (6) feet, respectively.
4. Freestanding signs must be located entirely on private property.
5. Freestanding signs may not project over public property.
6. A 20% increase in maximum freestanding sign area is granted when all freestanding signage is entirely low-profile.
7. When a freestanding sign structure is installed, the base of the sign must be landscaped. If the freestanding sign is located within a vehicular use area, the landscaped area must be designed to protect sign base supports from vehicular incursion. Support protection examples include bollards, stones or curbing that are integrated with the landscaping. Landscaping may contain trees, shrubs, groundcovers, perennial or annual flowers, turf and organic or inorganic mulches. Living plant materials must cover at least 75% of the landscaped area.

- 8. **If a premise is subsequently subdivided after a freestanding sign allocation has been established for the premise, the subsequently created parcels shall share the sign allocation; shall share the same freestanding sign pole or monument; and, the owner/subdivider is responsible for allocating the signage amongst the separately created parcels at the time of each sale or lease.**

- C. **Projecting signs.** Each business with frontage on a public right-of-way is allowed one projecting sign along the public right-of-way. (See Exhibit 60-9 page 27 of this chapter.)
  - 1. A projecting sign may be used instead of, but not in addition to, a freestanding sign.
  - 2. Projecting signs and wall signs advertising the same business may not occupy the same building frontage.
  - 3. A projecting sign is limited to sixteen (16) square feet plus one (1) additional square foot for each three (3) feet of linear building footage in excess of fifty (50) feet to a maximum of thirty-two (32) square feet.
  - 4. Projecting signs must not project over public property.

**17.60.4.060 Montana ExpoPark, Multi Sports Park, Legion Ball Park and the Soccer Park.**

Montana ExpoPark, Multi Sports Park, Legion Ball Park and the Soccer Park are unique public properties that may conduct some commercial operations within the City of Great Falls. The following regulations apply to these properties:

- A. Signs internal to the Montana ExpoPark, Multi Sports and Legion Ball Park that are not intended to be visible from public rights-of-way are exempt from all requirements of this chapter.
- B. Permanent Freestanding signs are permitted at each primary entrance.
  - 1. Montana ExpoPark: 3rd Street NW, the Northwest Bypass, 6<sup>th</sup> Street NW and the corner of 3<sup>rd</sup> Street and the Northwest Bypass.
    - a. Height limit: twenty-five (25) feet.
    - b. Area limit: two hundred (200) square feet per sign.
  - 2. Legion Ball Park: the corner of 25<sup>th</sup> Street N and River Drive.
    - a. Height limit: twenty (20) feet.
    - b. Area limit: one hundred (100) square feet.
  - 3. Multi Sports Park: one (1) sign not to exceed ten (10) feet in height.
  - 4. Soccer Park: one (1) sign not to exceed ten (10) feet in height per frontage.
- C. Temporary event banners are allowed by permit.
  - 1. Montana ExpoPark – temporary event banners not exceeding forty-eight (48) square feet, may be displayed on the fence, even if the fence is located in the public-rights-of-way, on 3<sup>rd</sup> St. NW, the Northwest Bypass and 6<sup>th</sup> St. NW. The Montana ExpoPark will pay an annual permit fee **as may be set by City Commission resolution of five hundred (500) dollars** to cover the temporary banners.
  - 2. Legion Ball Park, Multi Sports and Soccer Park – one (1) temporary event banner not exceeding sixty (60) square feet is allowed per frontage.
  - 3. Temporary banners must be well maintained. Banners that become torn, ripped or damaged must be removed or replaced immediately.
  - 4. Banners must be of professional quality.
- D. Wall signage maximum: 10% of the wall area per frontage, excluding service delivery areas and parapets. (See Exhibit 60-7 page 25 and Exhibit 60-1 page 20 of this chapter.)

**Article 5  
OFF-PREMISE SIGNS**

**Sections:**

17.60.5.010	Directional free-standing signs		
17.60.5.020	Billboards signs		

17.60.5.030	Bench/transit shelter signs		
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**17.60.5.010 Directional free-standing signs**

An off-premise directional sign directs attention to business located on a separate premise. Off-premise directional signage is allowed in commercial and industrial districts with the following restrictions:

- A. The sign area of the off-premise directional sign must be included in the total signage allotment for the premise upon which the sign is erected. Maximum size of an off-premise directional sign is two hundred (200) square feet. or
- B. One (1) off-premise directional sign may be allowed for a business whose location is not visible and accessible to motoring public from a major arterial street and who cannot meet the requirements of part A above. In these special situations, the Board of Adjustment may grant a Special Exception under the following conditions:
  - 1. The location of the business precludes placement of a sign that is visible from a major roadway.
  - 2. Other factors:
    - a. Off-premises signs are not allowed within residential zoning districts.
    - b. Special Exception signs are limited to the height allowed in the district the sign is erected and to thirty (30) square feet in area.
- C. If a business qualifies for a Special Exception off-premise sign and elects to combine its allowable signage area with that of the premise, the total square footage of the resulting freestanding sign identifying the two businesses may equal the on-premise maximum freestanding sign allocation plus the thirty (30) square feet for the special exception off-premise sign.

**17.60.5.020 Billboards signs**

- A. **Purpose.** The intent of this section is to regulate the visual impact of billboard signs; to improve the appearance of designated entryways and scenic corridors; and to encourage compatibility between billboard signs and neighboring property, e.g. parks, schools, places of worship, and residential areas.
- B. **Prohibited locations.** A billboard is an off-premise sign and may not be located on the same premise as that of the business advertised by the billboard. Billboard signs erected after the effective date of this ordinance shall comply with the following location limitations:
  - 1. Billboard signs may only be erected in C-2, C-3, I-1 and I-2 zoning districts.
  - 2. Billboard signs may not be erected within two hundred (200) feet of the edge of a roadway surface along the following entry and scenic corridors known as Billboard-free Areas:
    - a. 10<sup>th</sup> Avenue South from I-15 Exit #278 to the intersection of 10<sup>th</sup> Avenue South and 2<sup>nd</sup> Street South
    - b. Along 10<sup>th</sup> Avenue South from 54<sup>th</sup> Street to the eastern limit of the City
    - c. River Drive from the southernmost City limits to 38<sup>th</sup> Street North
    - d. Central Avenue West from 6<sup>th</sup> Street to the east bank of the Missouri River
    - e. Along the Old Havre Highway from the intersection of 15<sup>th</sup> Street to Smelter Avenue
  - 3. Billboard signs are prohibited in the following areas:
    - a. All zoning districts other than C-2, C-3, I-1 and I-2.
    - b. Within three hundred (300) feet in any direction of a public park, public or private school, college or university, church, cemetery, courthouse, Civic Center, or public museum.
    - c. Within one hundred and fifty (150) feet in any direction of any lot or parcel that is zoned residential or used as a primary residential use of any kind.

- d. Within one thousand (1000) feet of any other billboard sign, measured on the same side of the street. (See Exhibit 60-14.)
  - e. Within three hundred (300) feet of any other billboard sign on a crossing street located on the same side of the street. (See Exhibit 60-14.)
4. Minimum spacing requirement shall not apply to two faces that share a support structure and face different directions.

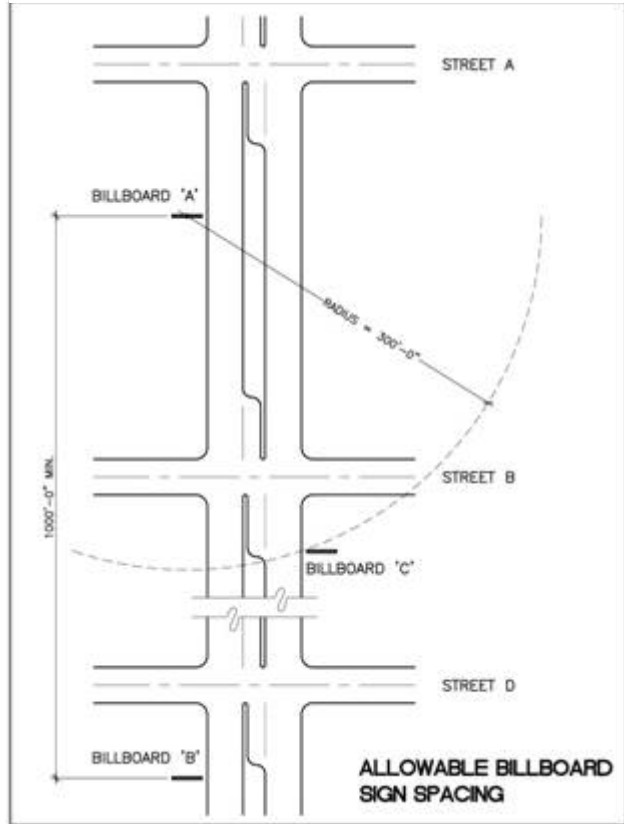
**C. Billboard standards.** Billboards established after the effective dates of this Code shall conform to the following standards:

- 1. The maximum sign display area for any one billboard face shall be two hundred and fifty (250) square feet. Billboards located within the interstate corridor are exempt from this standard.
- 2. In the Interstate Corridor within the City of Great Falls, the maximum display area for any billboard face shall be four hundred and thirty-two (432) square feet.
- 3. Billboards may be single-faced or double-faced, but no billboard shall contain more than one face on each side of the display. The surface display area may not exceed a total area of five hundred (500) square feet per structure.
- 4. Billboard sign face limitations exclude border, trim, base or apron supports or other structural members, but include cut-outs, extensions or protrusions. Size limits apply to each sign face of a structure. Sign faces may be placed back-to-back with no more than one display per face.
- 5. The maximum overall height of a billboard sign shall not exceed thirty (30) feet above the grade of the roadway to which the sign is oriented. However, if the sign is located in the Riverfront Corridor, it is limited to twenty (20) feet above the grade of the roadway to which the sign is oriented.
- 6. Billboard structures must be located entirely on private property. No portion of any structure or sign face may overhang the public right-of-way.

**D. Installation, appearance and maintenance.** All billboards must be kept in good repair and maintained according to the following standards:

- 1. During periods of repair, alteration or copy change the facing may be removed for a maximum of 48 consecutive hours.
- 2. All billboard signs must have the owner’s name firmly attached to the sign structure.
- 3. Billboard structures must be single pole.
- 4. Billboard structures may not be placed on the roof or wall of a building or structure.

**Exhibit 60-14. Allowable Billboard Sign Spacing**





5. Sign structures must be painted, anodized or otherwise finished in earth tones of brown and green, including beige, mocha, forest and hunter green; but not teal or any fluorescent color. The paint or finish must not be peeling or obviously worn.

**E. Maintenance and repair requirements.**

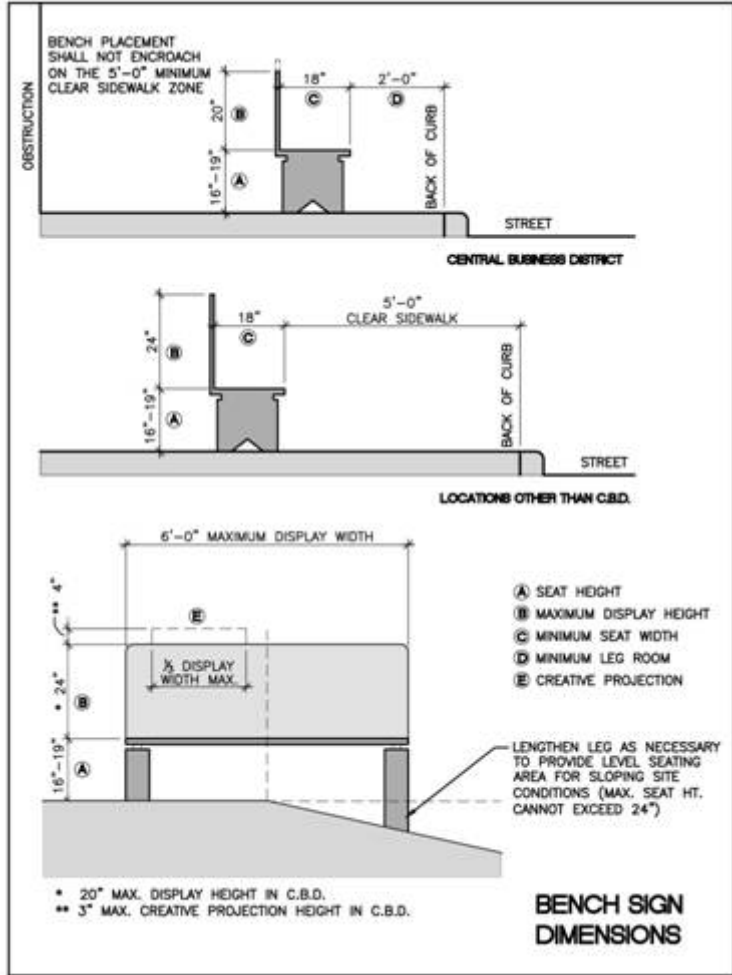
1. If the Director of Community Development finds that any billboard, except one that is nonconforming, is not maintained in good repair and has not deteriorated more than 50% of its replacement value, the Director of Community Development will notify the owner and order him to repair the billboard within a specified time allowing at least ten (10) calendar days.
2. If the Director of Community Development finds that the billboard has deteriorated more than 50% of its replacement value, or is not repaired with the time specified in the repair notice, the Director will notify the owner of the billboard and the owner of the real property that the billboard is to be removed from the property within a specified time.

**F. Legal nonconforming billboards.**

Billboard signs that do not conform to the provisions of this Code, but that were legally constructed and permitted at the time of its installation are considered legally nonconforming and may remain subject to the following:

1. Nonconforming billboards exceeding height and area limitations specified in the Code must be downsized to meet requirements of area and height specified in this Code by December 31, 2015, or be removed by the sign owner or the property owner. This does not apply to existing side-by-side faces.
2. Any nonconforming billboard sign destroyed or damaged beyond 50% of its replacement value for any cause whatsoever will be reconstructed in compliance with all provisions of this Code or be removed by the sign owner or property owner.
3. In no case may a billboard be repaired or maintained by substantially upgrading or replacing its structural supports. Substantial upgrading may include, but is not limited to, converting from wood to steel structure or a change from a multi-pole to a single-pole structure.
4. A non-illuminated billboard may be illuminated provided the subject billboard is not nonconforming because of its proximity to a residential area or its location within an entry or scenic corridor pursuant to 17.60.5.210.B.
5. Property annexed to the City of Great Falls after the effective date of this chapter is subject to all the provisions of this Code.

**Exhibit 60-15. Bench Sign Dimensions**



**17.60.5.030 Bench/transit shelter signs**

- A. Bench signs are defined as off-premise signs placed upon benches that are located on public property including sidewalks, surfaced boulevards and immediately adjacent private property. After the date of this ordinance bench signs in newly annexed areas will be limited to two per

- intersection.
- B. Transit shelter signs are defined as off-premise signs placed upon transit shelters. They are located upon public property including sidewalks, surfaced boulevards and immediately adjacent private property.
  - C. Bench sign designs must be submitted in triplicate to the Community Development Department. Designs must be approved prior to permit issuance. Benches may be no longer than six (6) feet. They must be placed on concrete pads. A one-time design review fee **as may be set by City Commission resolution** of ~~twenty five (25) dollars~~ for each bench design must be paid prior to permit issuance. (See Exhibit 60-15.)
  - D. Bench signs in the Central Business Core District are limited to a total of fifty-six (56) and must be approved by the Community Development Department for compatibility with the streetscape program. A one-time design review fee **as may be set by City Commission resolution** of ~~twenty five (25) dollars~~ for each bench sign design must be paid prior to permit issuance.
  - E. Transit shelter signs are limited to a maximum of 50% of the square footage of walls exposed to vehicular traffic.
  - F. Bench/transit shelter sign permits are issued only to holders of insurance equal to that required for a sign contractor Class B license.
  - G. The permit fee for occupancy of public space by the bench/transit shelter sign is established by a resolution of the City Commission. The annual fee per sign is payable one year in advance and is due prior to permit issuance. The permit fee may be renewed annually by the permit holder by January 15th for the current year. Fees may be pro-rated for periods less than one year.
  - H. The location of each bench/transit shelter sign must be approved by the Director of Community Development or designee. The bench may not be located closer than three (3) feet to a fire hydrant. A minimum of five (5) feet of sidewalk width must be left unobstructed. (See Exhibit 60-15)
  - I. The owner, leaseholder of private property or authorized agent located nearest to the public property upon which the bench/transit shelter sign is proposed must approve the location by signing the permit application prior to permit issuance. The approval may be withdrawn at any time by contacting the Community Development Department.
  - J. Bench/transit shelter signs are not permitted in districts of the City zoned residential unless the property has received an approved Conditional Use for offices, hospitals, medical clinics or colleges.
  - K. Bench/**transit shelter** signs are permitted in the PLI district only with approval of the appropriate City department head or adjacent property owner if not a City-owned parcel.
  - L. Bench/transit shelter signs placed in City parks by the Park and Recreation Department are exempt from the provisions of this section.
  - M. The bench/transit shelter sign permit may be revoked at any time for lack of adequate maintenance or safety, after which the bench sign will be removed by the owner within seven days. If not removed, the City may remove the sign which becomes City property. The sign owner may reclaim the sign **within ten (10) working days of removal** by paying removal costs ~~plus a recovery fee, as may be set by City Commission resolution.~~ **After such time, the sign may be destroyed.**
  - N. Bench/transit shelter signs are limited to one bench or shelter per City block face not to exceed one bench or shelter per adjoining premise.

**Article 6**  
**DESIGN/CONSTRUCTION REQUIREMENTS**

**Sections:**

17.60.6.01	Electrical signs		
0			
17.60.6.02	Winds and seismic forces		
0			

17.60.6.030	Material requirements		
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**17.60.6.010 Electrical signs**

All sign structures to which electrical components are attached must be erected, repaired and maintained in accordance with the specifications outlined in Chapter 6, Article 600, of the current adopted edition of the National Electrical Code.

A. Illumination. Signs may be illuminated subject to the following restrictions:

1. Incandescent lamps may not exceed forty watt level, unless protected by a sun screen.
2. Reflector lamps must have sun screens except for indirect flood lighting.
3. Signs that cast beams or rays of light directly onto any portion of public streets or avenues, or that create glare, or impair the vision of the driver of any motor vehicle, or otherwise interfere with operation of a motor vehicle are prohibited.
4. Transformers may not exceed sixty (60) milliamperes on exposed tubing and animated portions.

**17.60.6.020 Wind and seismic forces**

Signs and sign structures must be designed and constructed to resist wind and seismic forces as specified in the current adopted edition of the International Building Code.

**17.60.6.030 Material requirements**

Sign structure and construction material must conform to the specifications of the current adopted edition of the International Building Code for quality and grade.

- A. Restrictions and combustible materials. All structural members must comply with the specifications of the current adopted edition of the International Building Code.
- B. Nonstructural trim. Nonstructural trim may be wood, metal, approved plastics or any combination thereof.
- C. Fastenings. Fastenings must conform to the Engineering Regulations of the current adopted edition of the International Building Code.

**Article 7  
PERMIT, INSPECTIONS AND LICENSES**

**Sections:**

17.60.7.010	Permit required	17.60.7.060	Sign certificate required
17.60.7.020	Sign permit – application	17.60.7.070	License
17.60.7.030	Owner-erected sign permit	17.60.7.080	Insurance and bond
17.60.7.040	Fees and payment	17.60.7.090	Maintenance and repair
17.60.7.050	Inspection	17.60.7.100	Abandoned/moribund signs

**17.60.7.010 Permit required**

No sign may be erected, re-erected, constructed, altered or refaced until a sign permit has been issued by the Director of Community Development or an authorized representative. For exemptions to this section, see Section 17.60.2.020 of this Code.

**17.60.7.020 Sign permit-application**

- A. The Community Development Department takes applications for sign permits.
- B. Each application must contain the location by street address of the proposed sign structure as well as the name and address of the sign owner and sign contractor or erector.
- C. The Director of Community Development or designee may require submittal documents prepared and designed by a structural engineer licensed by the State when in his/her opinion such information is necessary to insure compliance with the Building Code for the following:
  1. Freestanding signs
  2. Billboard signs
  3. Awning signs
  4. Projecting signs
- D. A sign permit shall be issued only to a licensed sign contractor except as provided in Section 17.60.7.030.
- E. Posting requirements. It is the responsibility of the sign erector/contractor or owner of the sign to attach to the sign, in a manner visible from the ground, the owner's name and/or the name of the sign erector company, the date of installation and the permit number.

**17.60.7.030 Owner-erected sign permit**

Business-owner-erected signs may not be electrical. A business owner must obtain a permit for an owner-erected sign for the following unless the sign is exempt under section 17.60.2.020:

- A. A freestanding sign no larger than twelve (12) square feet and no taller than six (6) feet above grade
- B. A wall sign that does not project over public right-of-way and is no larger than twelve (12) square feet
- C. A temporary sign of non-rigid material or a sandwich board sign.

**17.60.7.040 Fees and payment**

Sign Permit fees are established by City Commission resolution. If a sign requires re-inspection to verify compliance with this Code, a re-inspection fee will be assessed.

**17.60.7.050 Inspection**

- A. All signs requiring a permit are subject to the inspection of the Director of Community Development or designee. Signs erected without the required inspection will be taken down until the required inspection is complete at the cost of the sign installer.
- B. All signs containing electrical wiring are subject to the provisions of the current adopted edition of the National Electrical Code.
- C. All electrical signs, including neon signage and neon tubing, must be inspected while they are on the ground prior to installation for compliance with Article 600 of the National Electric Code.
- D. All electric signs must be inspected during sign face replacement or sign face redecoration. Inspections will be performed on site and in place with the sign face removed. All electric signs must meet current specifications in chapter 6, Article 600 before sign faces are reinstalled.
- E. All signs may be reinspected at the discretion of the Director of Community Development or designee when in his/her opinion inspection is required to ensure compliance with this Code.

**17.60.7.060 Sign certificate required**

- A. Any person engaged in the installation or repair of electrical signs, including outline and accent lighting commonly known as neon must have an individual sign electrician/journeyman's certificate, or be currently licensed as a master or journeyman electrician by the State of Montana and the City of Great Falls.
- B. A sign erector certificate is required for persons doing work with non-electrical signs requiring permit except under section 17.60.7.030.
- C. Examination. Director of Community Development, or designee, will arrange for examination of

the applicant's knowledge of sign installation, erection and/or wiring.

1. A person desiring a sign electrician/journeyman's certificate must request, in writing, a qualification examination from the department.
    - a. Written requests must include proof of two (2) years experience prior to application and include the application fee.
    - b. Successful applicants must receive a score of 75% on the examination.
    - c. Unsuccessful applicants will be required to wait 90 days before applying for re-examination.
  2. Examination is required for each initial application. Examination is not required for license renewal unless more than 30 days have passed since the expiration.
  3. The Director of Community Development will authorize issuance of the appropriate certificate upon the applicant's successful completion of the examination.
- D. Certificate fees for sign electrician/journeyman, sign erector and examination fees are established by City Commission resolution.
- E. All certificates or special licenses expire on December 31st of the year in which the certificate or special license is issued, unless otherwise specified.
- F. Renewals may be obtained on or before the expiration date.

#### **17.60.7.070 License**

A person or a firm engaged in the business of installing, altering, maintaining or repairing signs in the City of Great Falls must adhere to the following requirements regarding sign contractor licensing:

- A. Sign contractor's Class A license. A sign contractor's Class A license is required for the fabrication, installation, repair, alteration and/or modification of electrical wires, apparatus, raceways, conduit or any other portion of electrical signs. An applicant for a Class A Contractor's license must show evidence that he/she, or at least one member of the firm or corporation, holds a current sign electrician/journeyman certificate issued by the City of Great Falls.
- B. Sign contractor's Class B license. A sign contractor's Class B license is required for the installation, erection and/or maintenance of non-illuminated signs. The applicant must employ an individual with a current sign erector's certificate issued by the City of Great Falls.
- C. License fees are established by City Commission resolution.
- D. Certificates and/or special licenses expire on December 31st of the year in which they are issued, unless otherwise specified. Renewal licenses may be obtained on or before the expiration date.

#### **17.60.7.080 Insurance and bond**

- A. Sign contractor's Class A license. Prior to receiving a Sign contractor's Class A license, an applicant must file a current commercial general liability insurance policy or written certificate issued by an insurance carrier authorized to do business in the State with the Community Development Department.
- B. Sign contractor's Class B license. An applicant for a Sign contractor's Class B license must file with the Community Development Department a commercial general liability insurance policy or written certificate with limits established by City Commission resolution and issued by an insurance carrier authorized to do business in the State.
- C. Insurance must be kept in full force as a condition of licensure. In the event of insurance cancellation, the sign contractor's license automatically terminates.
- D. Payment is required of a license bond in an amount established by City Commission resolution.

#### **17.60.7.090 Maintenance and repair**

All signs, together with all types of supports including steel poles and structures, braces, guy wires, anchors, sign faces, sign cabinets, wood surfaces, plastic or sheet metal decorative trims and fasteners must be properly repaired and maintained.

- A. All painted surfaces must be free of rust, worn, loose and peeling paint.
- B. If the Director of Community Development finds that any sign is not maintained in good repair and

- has not deteriorated more than 50% of its replacement value, he/she shall notify the owner and order him to repair the sign within a specified time allowing at least 10 calendar days.
- C. If the Director of Community Development finds that the sign has deteriorated more than 50% of its replacement value, or is not repaired within the time specified in the repair notice, the official will notify the owner of the sign and the owner of the real property on which said sign is located to remove the sign from the property within a specified time
  - D. Upon receipt of proper notification, sign removal is the responsibility of the sign owner or the property owner.
  - E. Failure by the sign owner to comply with a removal/repair notice will result in removal of the sign by the direction of the Building Official. Removal costs will be assessed against the property.

**17.60.7.100 Abandoned/moribund signs**

A sign that no longer advertises a bona fide business, product or service must be removed within one hundred and eighty (180) days. If the sign structure is conforming the structure may remain with a blank face unless the face advertises the premise for sale or lease. If the sign structure is nonconforming the structure must be made conforming or be removed.

Responsibility for removal lies with the owner of the sign or the owner, agent, or person upon whose premises the sign is located. If the sign owner or agent fails to remove the sign, the Director of Community Development or designee is authorized to remove the sign and assess the costs against the property.

**Article 8  
ENFORCEMENT**

**Sections:**

17.60.8.010	Enforcement		
17.60.8.020	Violations and penalties		
17.60.8.030	Removal of signs by the City		
17.60.8.040	Appeal		

**17.60.8.010 Enforcement**

- A. The Director of Community Development or designee is authorized and directed to enforce all the provisions of this Code.
- B. Right-of-entry is defined by the current adopted edition of the International Building Code.

**17.60.8.020 Violations and penalties**

It is unlawful for anyone to place, construct, enlarge, alter, move or convert any sign or sign structure in the City, or cause or permit the same to be done, contrary to or in violation of the provisions of this chapter. Anyone convicted of violating the provisions of this chapter is guilty of a misdemeanor. Penalty for first conviction is a minimum fine of fifty (50) dollars; penalty for the second conviction is a minimum fine of one hundred and fifty (150) dollars. Subsequent convictions will incur a fine of three hundred and fifty (350) dollars but not more than five hundred dollars (500) dollars, or imprisonment for not more than six (6) months, or both. Each day an offense continues constitutes a separate offense.

**17.60.8.030 Removal of signs by the City**

The Director of Community Development will remove signs and sign structures that endanger the public. Examples of such signs and sign structures include abandoned, dangerous, and defective signs, as well as those for which permits have not been procured. The director will prepare a notice that describes the location, specifies the violation involved and states that if the sign is not removed or the violation is not corrected within ten (10) days, the sign will be removed in accordance with the provisions of this section.

All notices mailed by the City will be sent by regular mail and service of notice shall be deemed complete when the notice has been placed in the mail. Notification time periods in this section commence on the date notices are postmarked. A notice will be mailed to the owner of the property upon which the sign is located. When known, the owner of the sign and the occupant of the property will receive a written notice in the mail.

Temporary signs are specifically excluded from the ten (10) day notice requirement. Violators of the sections of this Code that pertain to temporary signs may be cited if noncomplying signs are still displayed twenty-four (24) hours after verbal notice to remove has been given.

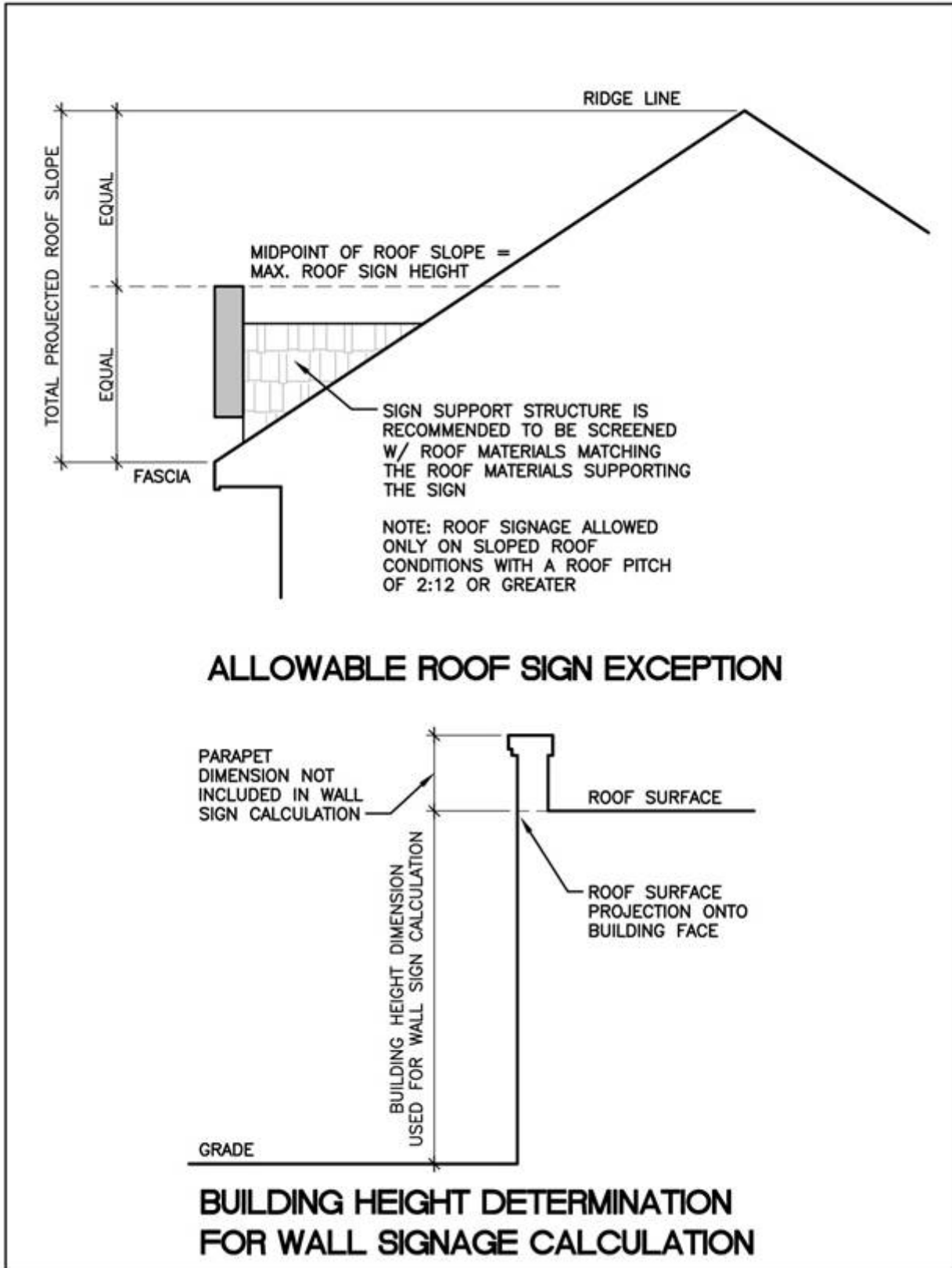
The City may, without notice, cause immediate removal of a dangerous or defective sign or a temporary sign placed in the public right-of-way if the owner is not easily identified. Any sign removed by the City, may be claimed by the owner within ~~seven (7)~~ **ten (10) working** days by paying **removal costs as may be set by City Commission resolution.** ~~a pick-up fee of fifty (50) dollars.~~ **After such time, the sign may be destroyed.**

For purposes of removal, the term “signs” means sign faces and structures.

**17.60.8.040 Appeal**

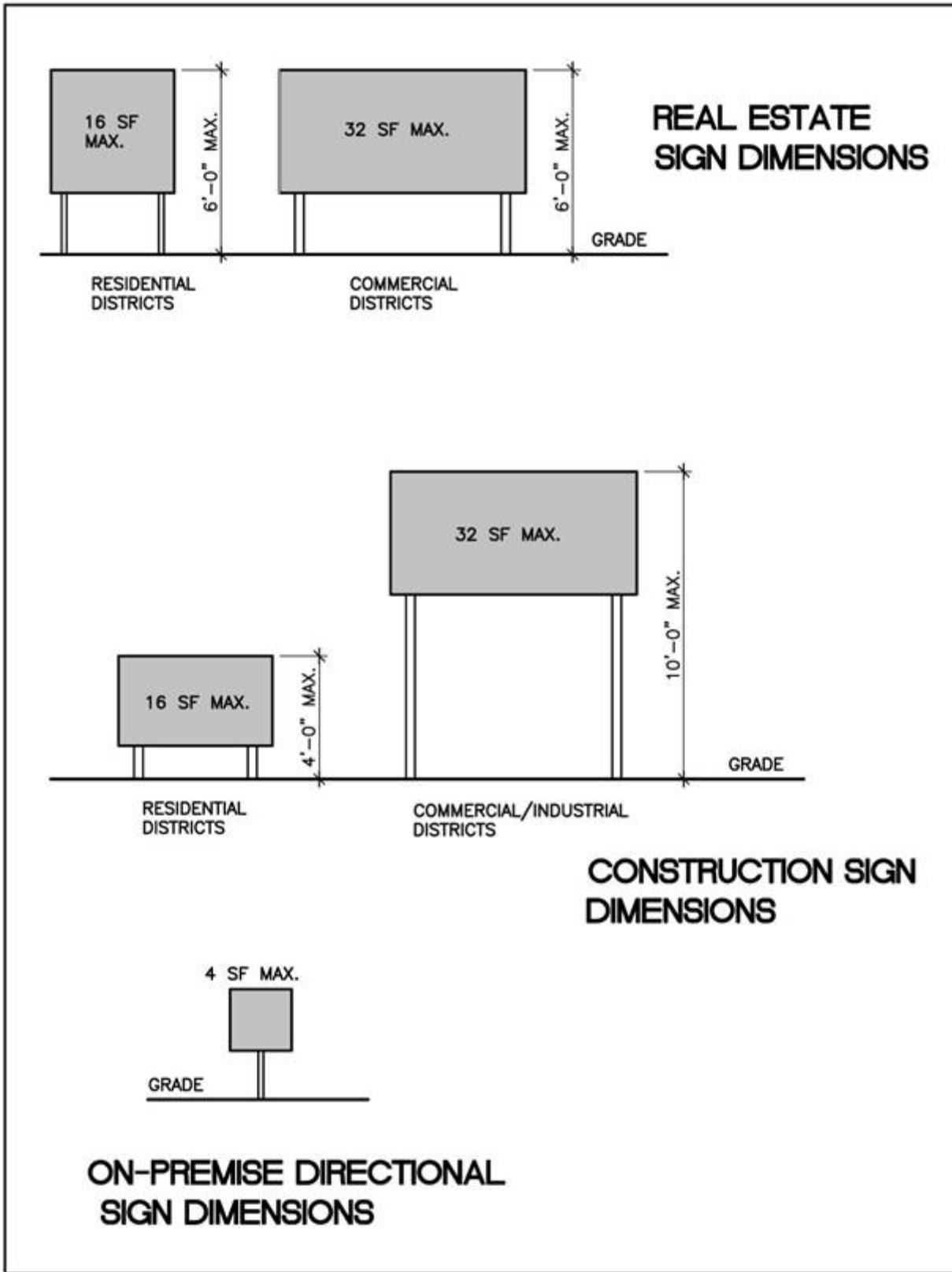
Any person or persons, jointly or separately, aggrieved by any decision, order, or action of the Director of Community Development or a duly authorized representative as a result of the enforcement of this Code, may appeal to the Board of Adjustment as provided for in Article ~~4~~ **34**, Chapter 16 of this Title.

# Exhibit 60-1

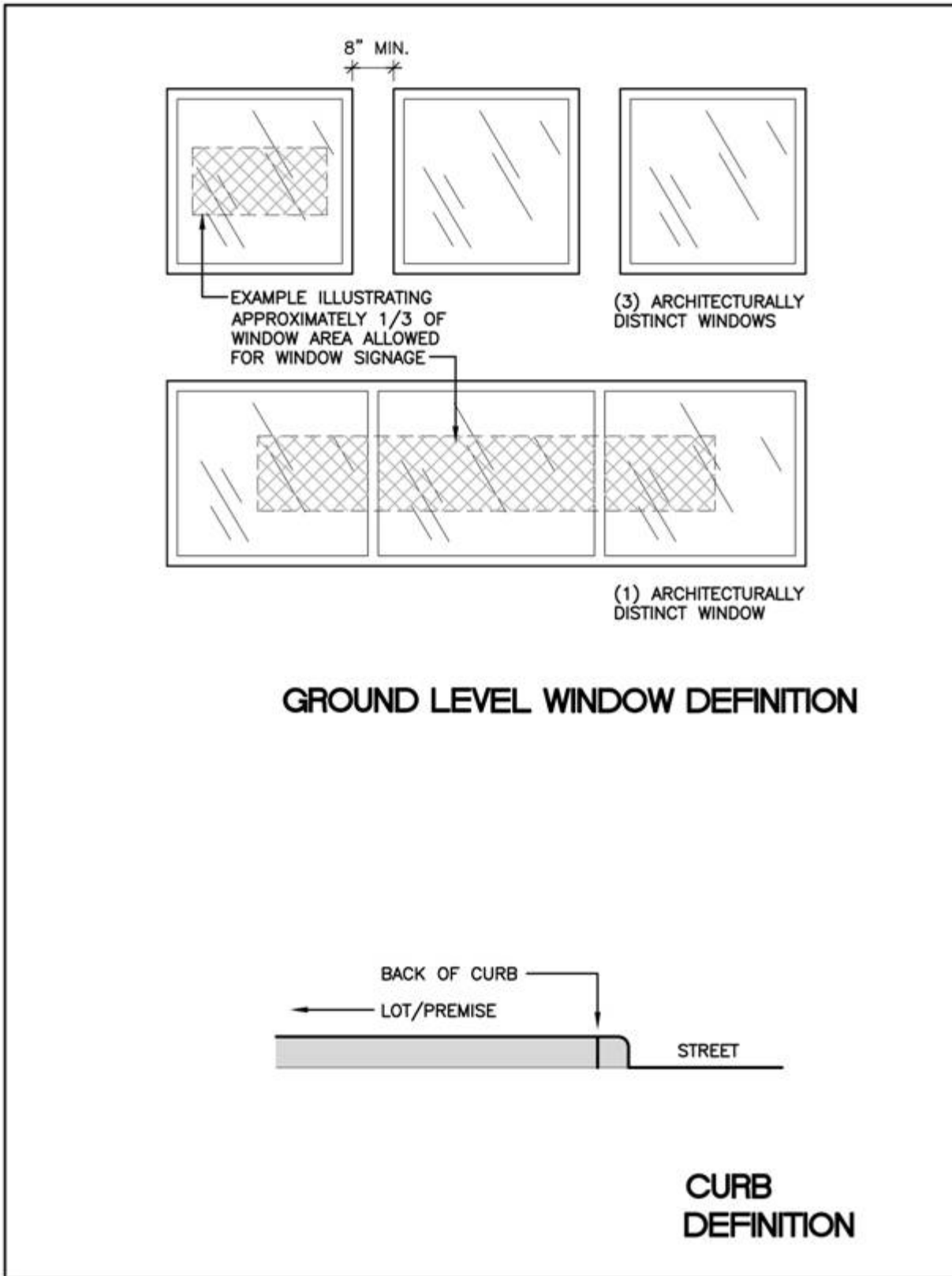




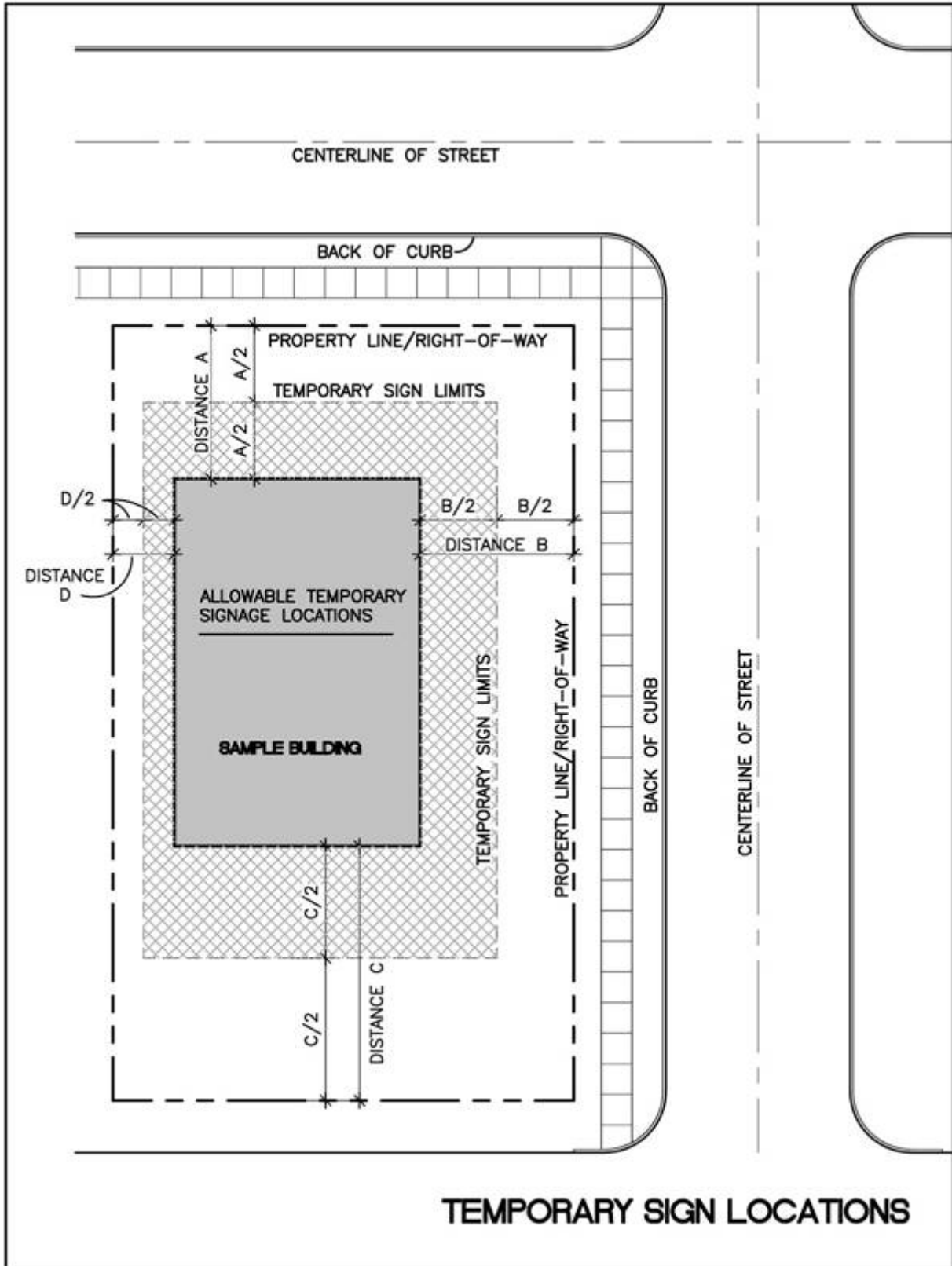
# Exhibit 60-2



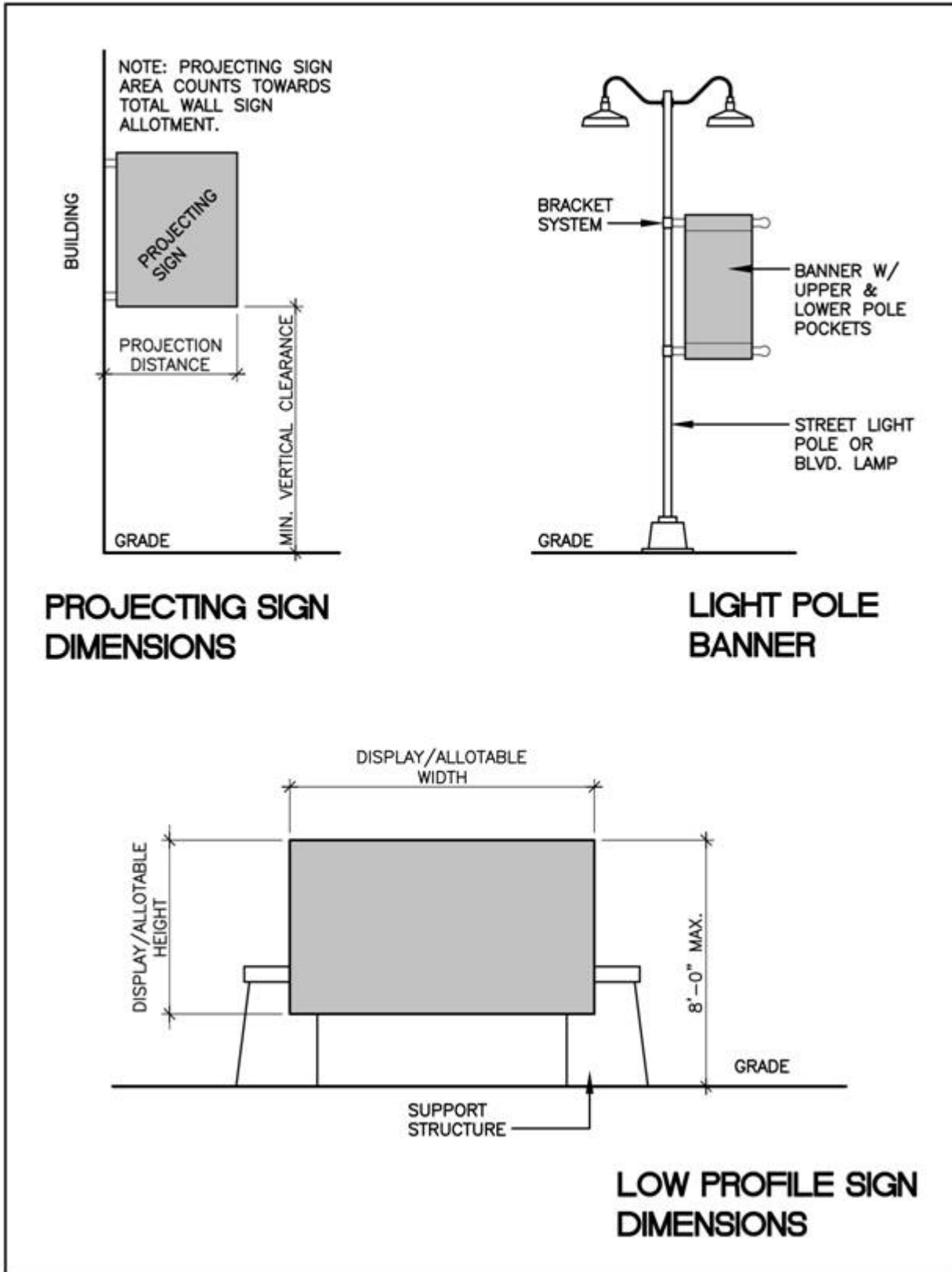
# Exhibit 60-3



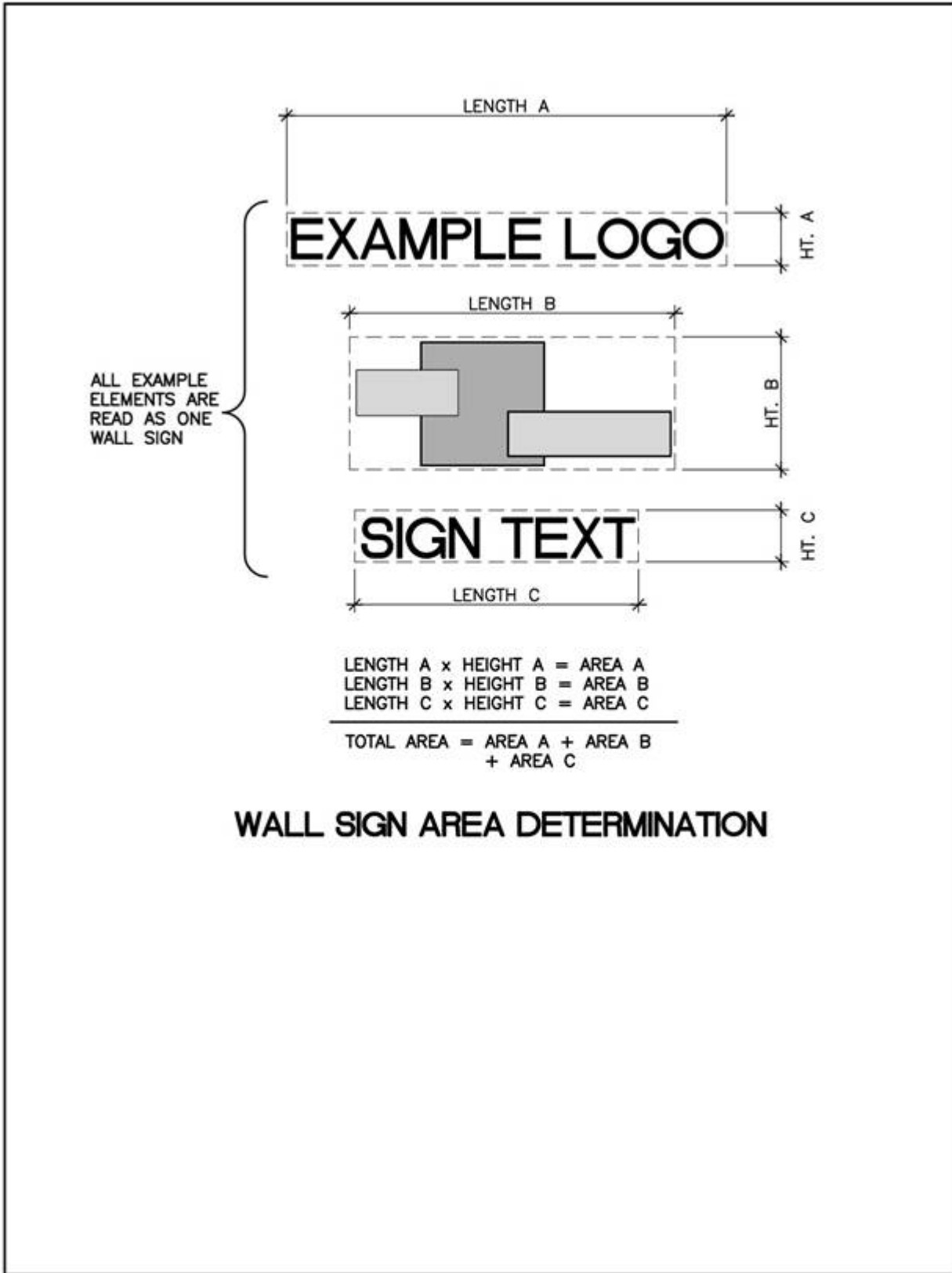
# Exhibit 60-4



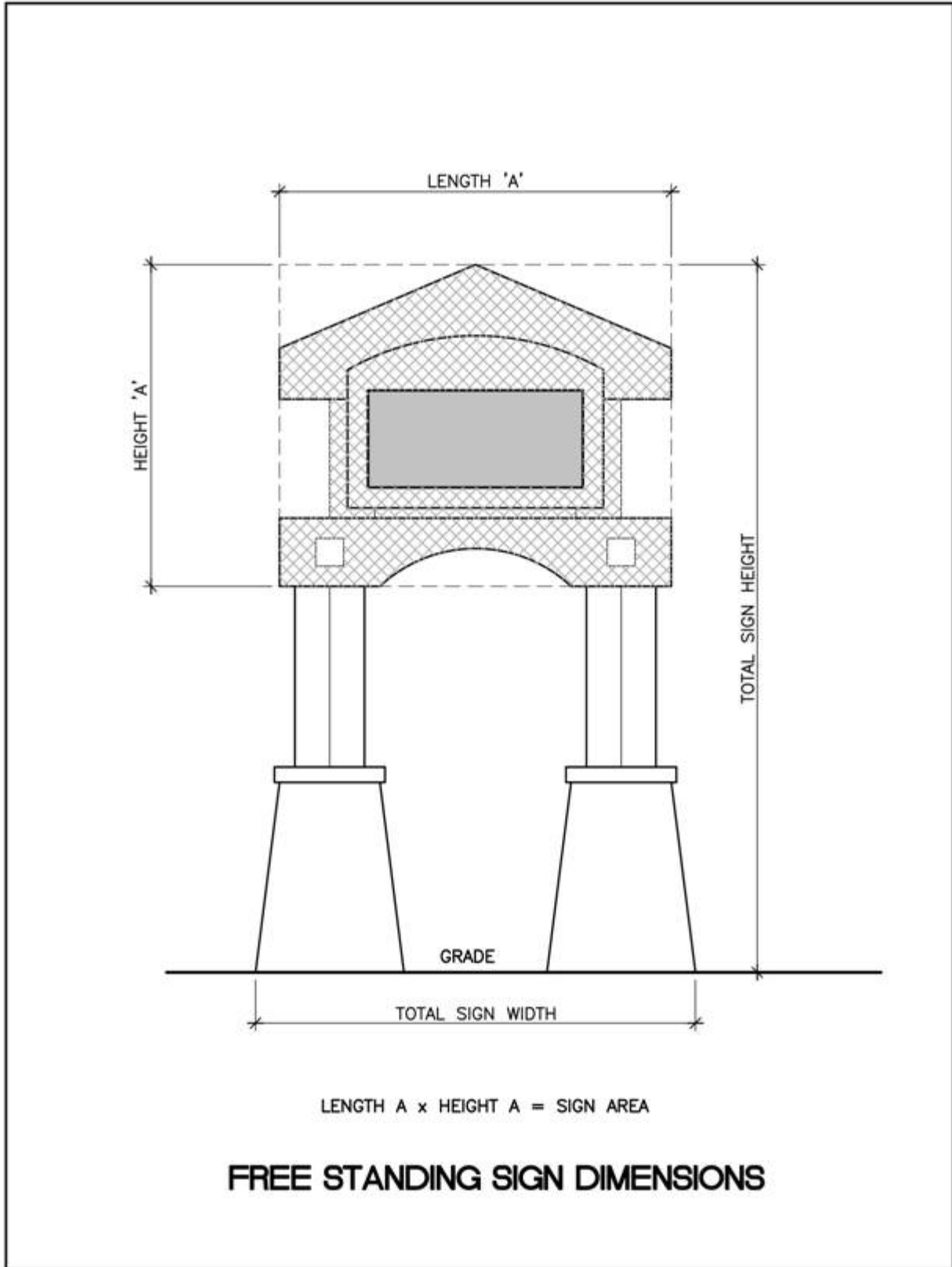
# Exhibit 60-5



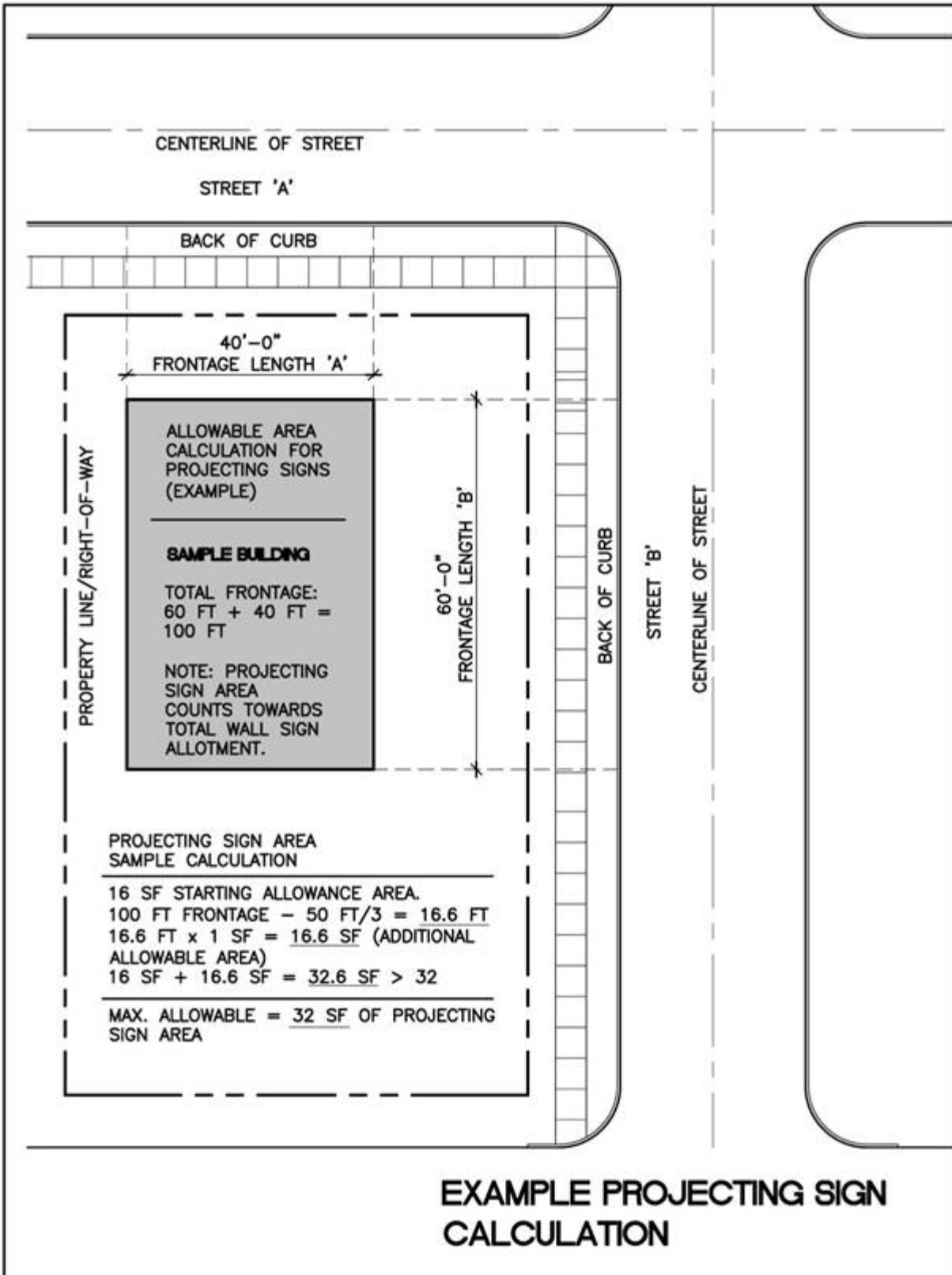
# Exhibit 60-7



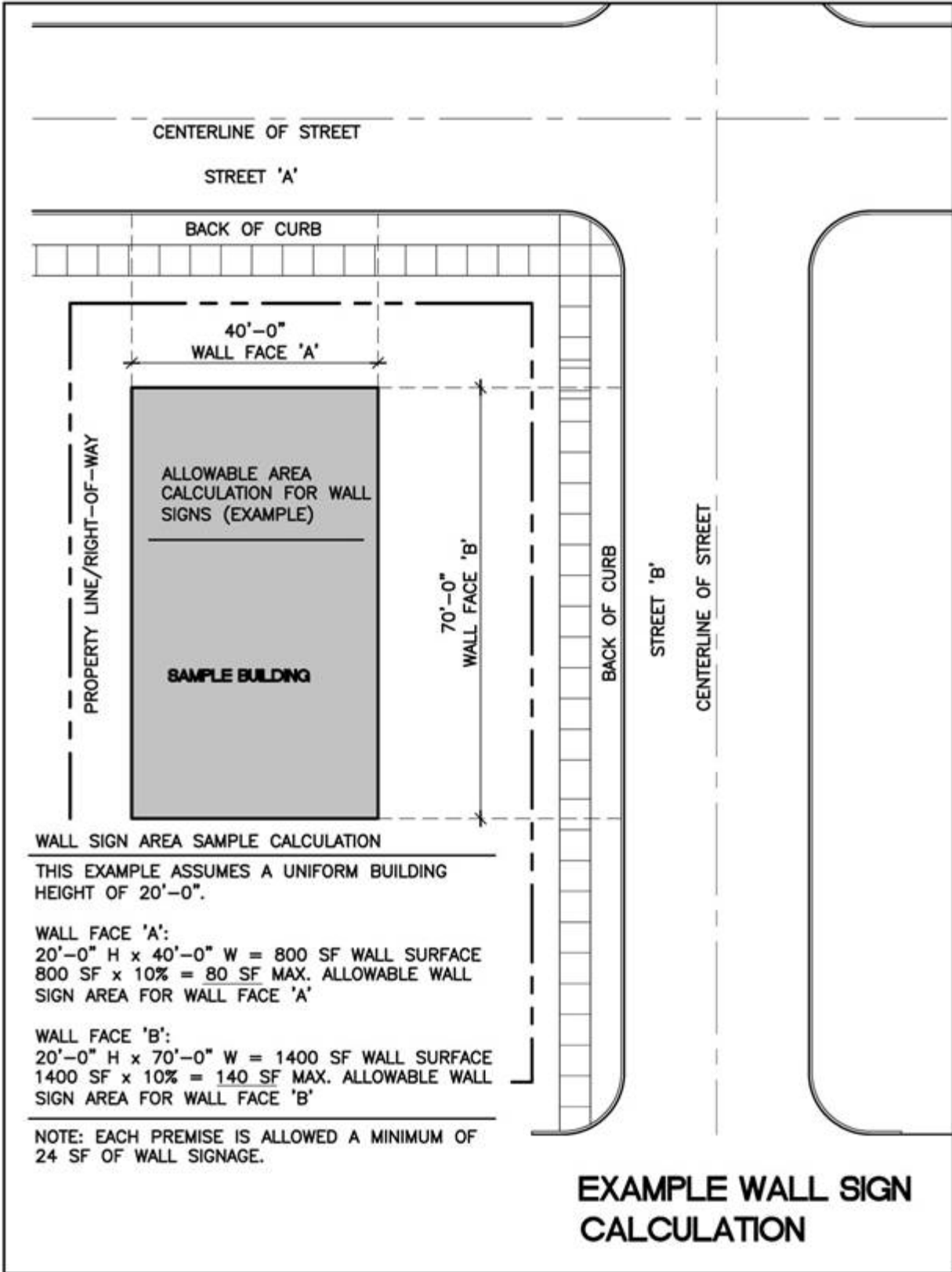
# Exhibit 60-8



# Exhibit 60-9

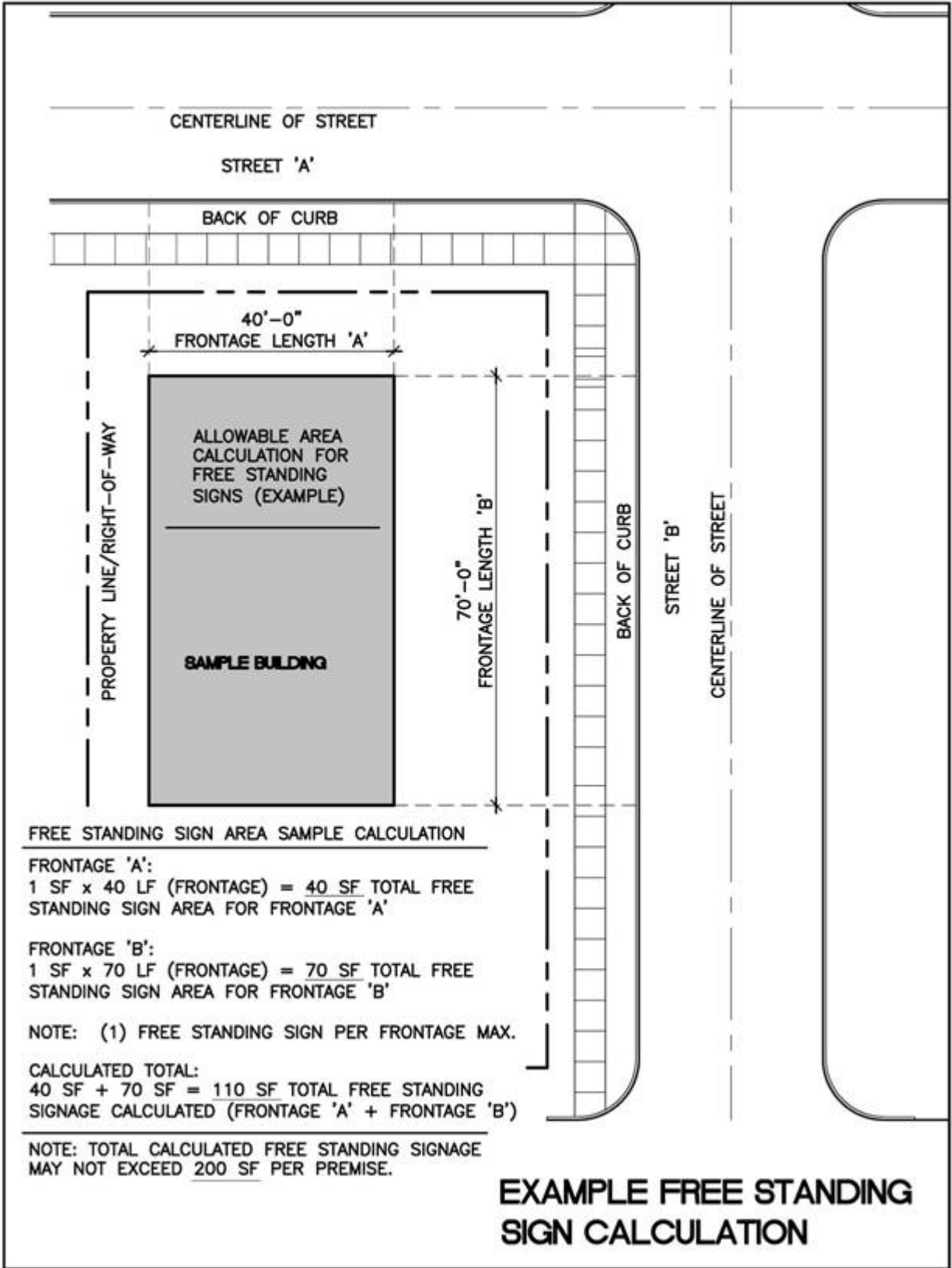


# Exhibit 60-10

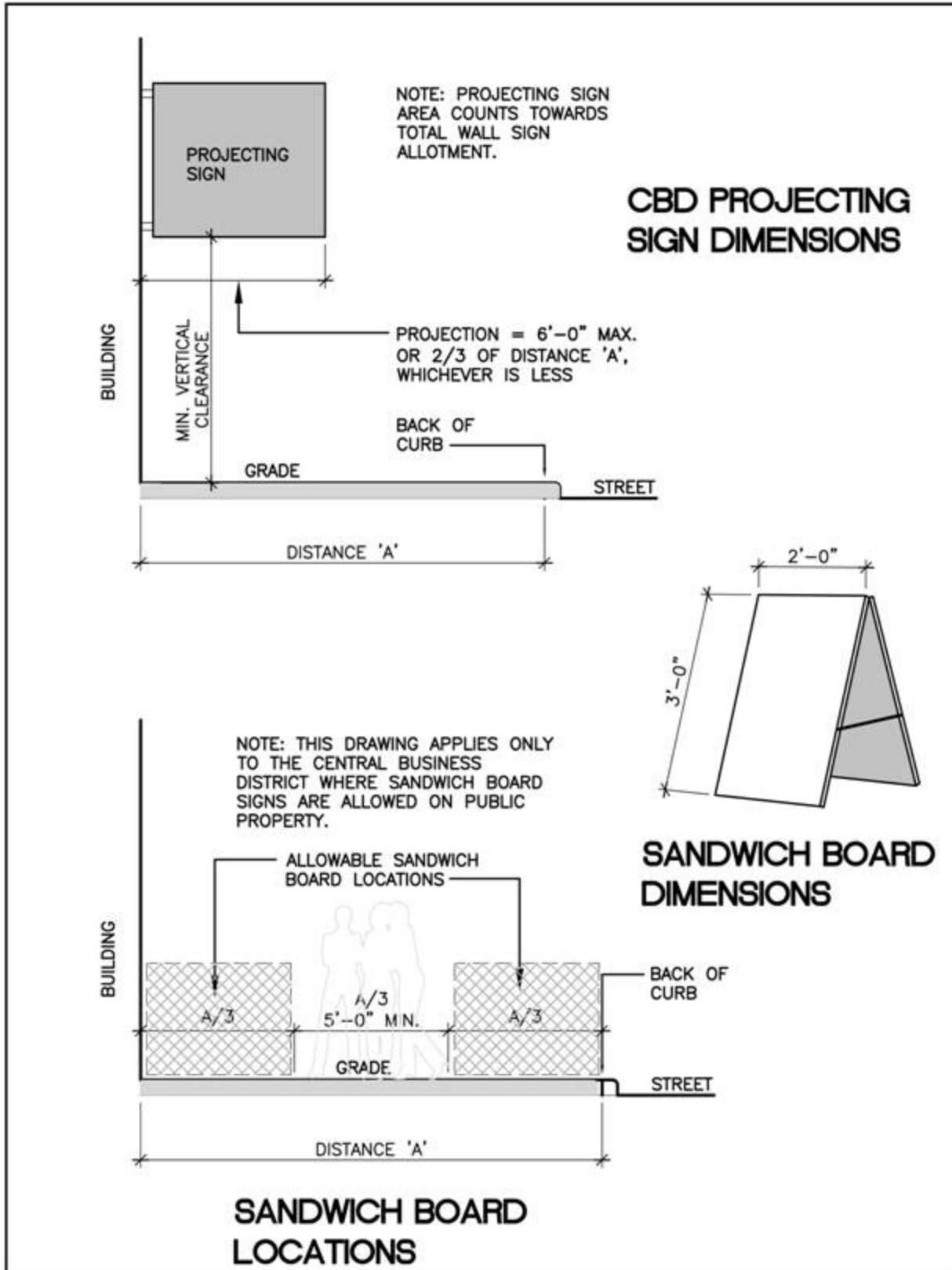




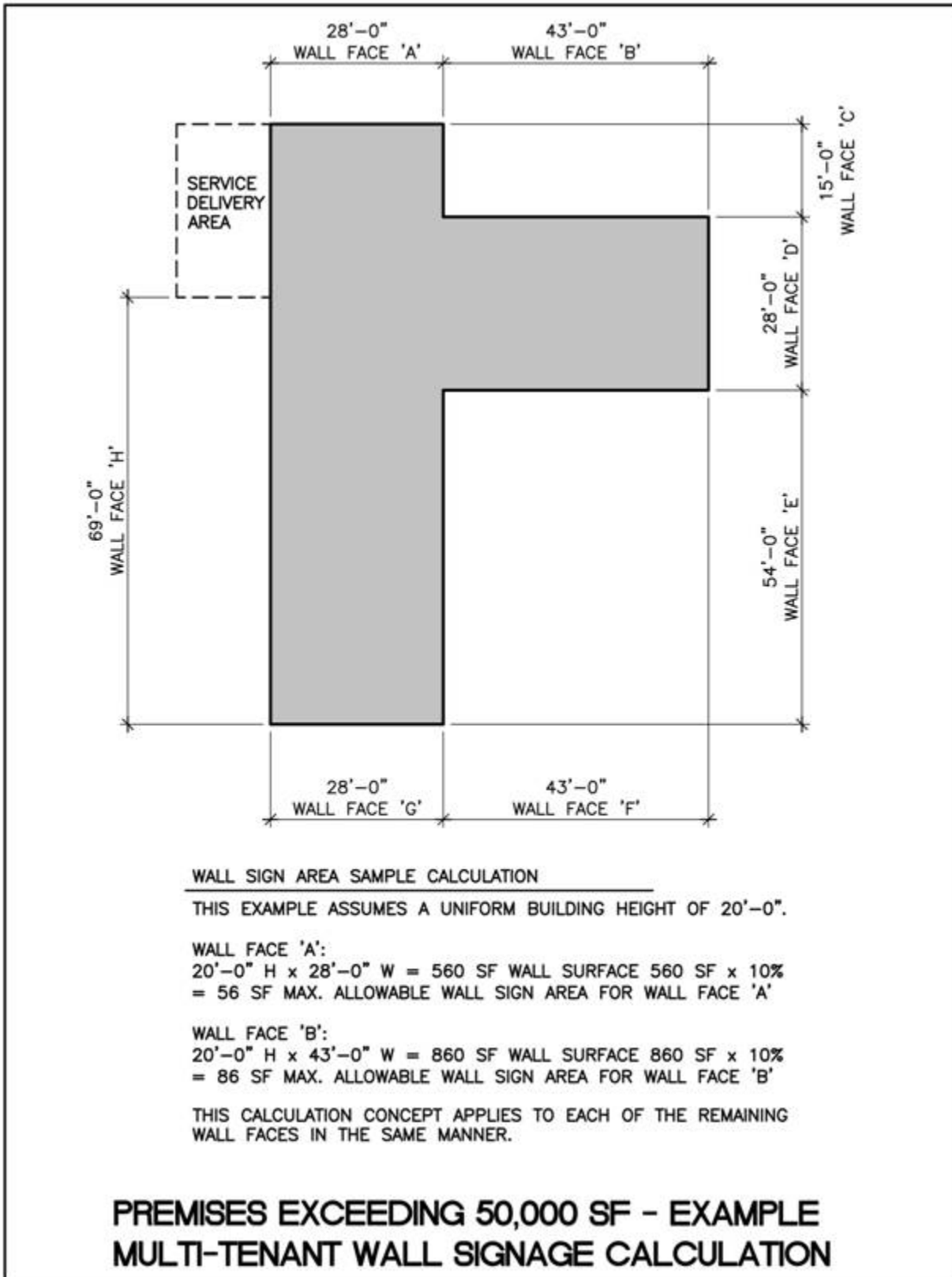
# Exhibit 60-11



# Exhibit 60-12



# Exhibit 60-13



**AGENDA REPORT**

**DATE:** December 19, 2006

**ITEM** RESOLUTION 9623, A RESOLUTION SUPPORTING THE FEDERAL RECOGNITION OF THE LITTLE SHELL TRIBE OF CHIPPEWA INDIANS OF MONTANA

**INITIATED BY** THE LITTLE SHELL TRIBE

**ACTION REQUESTED** ADOPT RESOLUTION 9623

**PRESENTED BY** PEGGY BOURNE, CITY CLERK

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**RECOMMENDATION**

Staff recommends the City Commission adopt Resolution 9623 on final reading.

**MOTION**

“I move the City Commission adopt Resolution 9623.”

**SYNOPSIS**

In 1984 the Little Shell Tribe of Chippewa Indians of Montana petitioned the Department of the Interior, Bureau of Indian Affairs, Office of Federal Acknowledgements (OFA) for federal recognition, and has made several supplementary submissions to the OFA since then. On July 14, 2000, the OFA issued its favorable Proposed Findings to acknowledge the Tribe and requested additional information from the Tribe and the Little Shell Tribe responded to the OFA’s comments and requests and awaits the OFA’s review and analysis of the documentation.

Federal recognition is expected to bring benefits and services to the Little Shell people, including health care and child welfare services.

In an effort to demonstrate community support for this formal recognition, leadership of the Little Shell requested local governments to adopt resolutions of support and forward them to the appropriate federal agency. In 2001, the State Legislature adopted a House Joint Resolution showing support. In 2004 and again in 2005 Cascade County adopted resolutions supporting the Little Shell recognition. In October 2006, Governor Schweitzer signed a declaration supporting recognition of the tribe.

Resolution 9623 is submitted to honor the request of the Little Shell Tribe of Chippewa Indians for the City Commission to support the Tribe’s efforts to obtain recognition by the federal government.

## RESOLUTION 9623

### A RESOLUTION SUPPORTING FEDERALLY RECOGNIZING THE LITTLE SHELL TRIBE OF CHIPPEWA INDIANS OF MONTANA

**WHEREAS**, in 1984 the Little Shell Tribe of Chippewa Indians of Montana petitioned the Department of the Interior, Bureau of Indian Affairs, Office of Federal Acknowledgements (OFA) for federal recognition, and has made several supplementary submissions to the OFA since then; and

**WHEREAS**, on July 14, 2000, the OFA issued its favorable Proposed Findings to acknowledge the Tribe and requested additional information from the Tribe; and

**WHEREAS**, the Little Shell Tribe responded to the OFA's comments and requests and awaits the OFA's review and analysis of the documentation; and

**WHEREAS**, federal recognition is expected to bring long-awaited benefits and services to the Little Shell people, including health care and child welfare services.

**NOW THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF GREAT FALLS, MONTANA** that the City Commission supports the efforts of the Little Shell Tribe of Chippewa Indians in obtaining recognition by the United States Department of the Interior so that tribal members may begin to participate in the services available to federally recognized Indian Tribes. The City Clerk is hereby directed to forward copies of this resolution to the Secretary of the Department of the Interior and the Little Shell Tribal Council.

**PASSED** by the Commission of the City of Great Falls, Montana, on this 19th day of December, 2006.

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Dona R. Stebbins, Mayor

ATTEST:

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Peggy J. Bourne, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

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David V. Gliko, City Attorney

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

I, PEGGY J. BOURNE, City Clerk of the City of Great Falls, Montana, do hereby certify that the foregoing Resolution 9623 was placed on its final passage and adoption, and was passed and adopted by the City Commission of said City at a Regular Meeting thereof held on the 19<sup>th</sup> day of December, 2006, and approved by the Mayor of said City, on the 19th day of December, 2006.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said City, this 19<sup>th</sup> day of December, 2006.

---

Peggy J. Bourne, City Clerk

(SEAL OF CITY)

CITY OF GREAT FALLS, MONTANA

AGENDA # 8

AGENDA REPORT

DATE December 19, 2006

ITEM Resolution 9629 Community Recreation Center Office Space Fees

INITIATED BY Park & Recreation Department

ACTION REQUESTED Approve Resolution 9629

PREPARED BY: Patty Rearden, Deputy Park & Recreation Director

PRESENTED BY: James Sullivan, Park & Recreation Director

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**RECOMMENDATION:**

Staff recommends the City Commission approve Resolution 9629 Community Recreation Center Office Space Fees.

**MOTION:**

“I move the City Commission approve Resolution 9629 Community Recreation Center Office Space Fees.”

**SYNOPSIS:**

The City Commission is asked to consider the proposed Resolution 9629 on Community Recreation Center Office fees. Office space on the 2<sup>nd</sup> floor of the Community Recreation Center would be set at \$7/square foot.

**BACKGROUND:**

The second floor of the Community Recreation Center has been leased by Big Brothers and Sisters since December of 1999. On November 13, 2006, staff received written notice that they would be terminating their lease in 30 days per the termination agreement in the lease. Upon approval of Resolution #9629, staff will advertise the space for rent. The space encompasses 1,084 square feet. Staff proposes entering into a Use Permit with a tenant for \$625 per month for a period of three years; length of Use Permit could be determined as needed. The office space is not handicapped accessible, but staff will be applying for a CDBG grant to install a LULA Lift (Limited Use Limited Access Lift) which would service the 2<sup>nd</sup> floor and basement of the Community Recreation Center, improving the accessibility for many uses in the building.

**RESOLUTION 9629**

**A RESOLUTION TO ESTABLISH COMMUNITY RECREATION CENTER OFFICE SPACE FEES**

**BE IT RESOLVED** by the City Commission of the City of Great Falls, Cascade County, Montana; that the fee structure for Community Recreation Center Office Space is established in Resolution 9629.

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

The fees for the Community Recreation Center Office Space, 2<sup>nd</sup> Floor, will be as follows:

\$7.00 per square foot

**PASSED** by the City Commission of the City of Great Falls, Montana, this 19th day of December, 2006.

\_\_\_\_\_  
Peggy J. Bourne, City Clerk

\_\_\_\_\_  
Dona R. Stebbins, Mayor

\_\_\_\_\_  
David V. Gliko, City Attorney

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

I, Peggy J. Bourne, City Clerk of the City of Great Falls, Montana, do hereby certify that the foregoing Resolution 9629, was passed and adopted by the City Commission of said City at a Regular Meeting thereof held on the 19<sup>th</sup> day of December, 2006, and approved by the Mayor of said City, on the 19<sup>th</sup> day of December, 2006.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the Seal of said City, this 19<sup>th</sup> day of December, 2006.

(Seal of City)

\_\_\_\_\_  
Peggy J. Bourne, City Clerk



Regular City Commission Meeting

Mayor Stebbins presiding

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

**PLEDGE OF ALLEGIANCE**

**ROLL CALL:** City Commissioners present: Dona Stebbins, Bill Beecher, Sandy Hinz, Diane Jovick-Kuntz and John Rosenbaum. Also present were the City Manager, Assistant City Manager, City Attorney, Directors of Community Development, Planning, Library, Public Works, Park and Recreation, Fiscal Services, Police Chief, Fire Chief, the City Clerk and the Assistant to the City Clerk.

**NEIGHBORHOOD COUNCILS**

- ACTION report.** 1. **Karen Grove, NC 8**, reported that the group working on the ACTION project had a successful presence at the Christmas Stroll held Saturday, December 2, 2006.

**PUBLIC HEARINGS**

- CDBG and HOME Grant needs public hearing.** 2. **CDBG AND HOME GRANT/CONSOLIDATED PLAN COMMUNITY NEEDS PUBLIC HEARING.**

The purpose of this Consolidated Plan community needs public hearing was to allow citizens, especially lower income citizens, an opportunity to advise the City Commission of the community's issues. The comments heard at this public hearing will be considered when allocating the 2007/2008 Community Development Block Grant and HOME Grant funds.

Mayor Stebbins declared the public hearing open. Those addressing the City Commission were as follows:

**Don McGiboney**, 405 24<sup>th</sup> Avenue NE, requested the City Commission allocate 15 percent of the CDBG funds for public service projects. He explained that those funds could be used to provide important materials associated with the Neighborhood Watch program.

**Sheila Rice**, 509 1<sup>st</sup> Avenue South, Executive Director for Neighborhood Housing Services, emphasized the impact CDBG and HOME funds have made in Great Falls by assisting with home ownership and improving blighted neighborhoods.

There being no one further to address the Commission, Mayor Stebbins declared the public hearing closed.

**OLD BUSINESS**

**NEW BUSINESS****ORDINANCES/RESOLUTIONS**

**Ord. 2957, Sign Code revisions. Accepted on first read.**

**3. ORDINANCE 2957, SIGN CODE REVISIONS.**

Community Development Director Mike Rattray reported that Ordinance 2957 would amend the Official Codes of the City of Great Falls (OCCGF) Title 17, Chapter 60 pertaining to signs. The proposed revisions address minor housecleaning items; provide additional clarification; and add a provision to address signage if a premise was subsequently subdivided.

Specific changes included:

- Signs for home occupations, family day cares, adult group homes and other approved home uses would not require sign permits, provided size and location standards were met.
- All references to specific dollar amounts for fees and costs were deleted and instead payment of fees and costs would be as set by Commission resolution.
- To be consistent with the narrative description in the Code, Exhibit 60-6 was revised to note that one free-standing pole sign would be allowed per premise frontage for premises exceeding 50,000 square feet in area.
- Reference was made to the appropriate section of the Code that addresses signs for home occupations, family day cares and the like.
- Clarification was provided that on-premise signs were authorized for approved commercial uses in residential zoning districts, neighborhood commercial zoning districts, and central business periphery zoning districts.
- A new provision was added to address signage if a premise was subsequently subdivided.
- If a sign permit was revoked and the sign was not removed, the City may remove the sign and the sign owner may then reclaim the sign within ten working days. After that time, the sign may be destroyed. The requirement that the owner pay a \$50 fee to reclaim the sign was removed.

**Commissioner Hinz moved, seconded by Commissioner Rosenbaum, that the City Commission accept Ordinance 2957 on first reading and set December 19, 2006, as the date to consider adoption of Ordinance 2957.**

Motion carried 5-0.

**Res. 9626, Great Falls West Bank Urban Renewal District – Blight**

**4. RESOLUTION 9626, DECLARING A BLIGHTED AREA EXISTS WITHIN THE CITY OF GREAT FALLS, MONTANA AND THAT THE REDEVELOPMENT OF THAT AREA IS NECESSARY IN THE INTEREST OF PUBLIC HEALTH, SAFETY, AND WELFARE OF**

**Designation.  
Adopted.**

**THE RESIDENTS OF GREAT FALLS AND TO DETERMINE THE BOUNDARIES OF THAT AREA.**

Planning Director Ben Rangel reported that Resolution 9626 establishes the boundaries of the proposed West Bank Urban Renewal District, identifies the area as a proposed urban renewal district and establishes that the area is “blighted” per Montana Statute.

Specifically, the “blighted” conditions in the district include:

1. Physical deterioration of buildings and properties. Many of the structures in the defined area are in poor repair and properties are poorly maintained. Building permit information indicates that the majority of existing structures have not been substantially improved for at least twenty years.
2. Inappropriate or mixed uses of land or buildings. The presence of existing heavy industrial uses within the defined area is incompatible with retail, commercial, residential and parkland development. This land use conflict has proven to be a disincentive to the improvement of properties within the area by private enterprise.
3. Defective street layout. Much of the area is without streets, sidewalks, curbs or gutters resulting in poor traffic circulation and storm drainage problems.
4. Unsanitary and unsafe conditions. Portions of the defined area are included in the list of priority sites maintained by the Montana Department of Environmental Quality under the Comprehensive Environmental Cleanup and Responsibility Act (CECRA) and are designated a Brownfield site as defined by the U.S. Environmental Protection Agency. Contamination on the site is associated with historic industrial activity and has affected both the soil and groundwater and threatens to contaminate the Missouri River.

In conjunction with several area property owners, the City was interested in the revitalization and redevelopment of an area located near the west bank of the Missouri River, generally north and south of Central Avenue West. Initial steps had already been taken by various entities to address contamination in the area with an assessment of environmental conditions and with the development of a conceptual master plan, under the U.S. Environmental Protection Agency Brownfields Program.

In order to give the City an additional funding tool in this redevelopment effort, staff proposed to establish an urban renewal district and plan under Montana’s urban renewal authority, including a tax increment financing provision.

**Commissioner Rosenbaum moved, seconded by Commissioner Beecher, that the City Commission adopt Resolution 9626.**

Motion carried 5-0.

**Res. 9627, Relating to Swimming Pool General Obligations Bonds, Reimbursement Resolution. Adopted.**

**5. RESOLUTION 9627, RELATING TO FINANCING THE CONSTRUCTION OF CERTAIN SWIMMING POOL IMPROVEMENTS AT MITCHELL, JAYCEE AND WATER TOWER POOLS ESTABLISHING COMPLIANCE WITH REIMBURSEMENT BOND REGULATIONS (OF 1484).**

Finance Director Coleen Balzarini requested the City Commission adopt Resolution 9627, which establishes compliance with reimbursement bond regulations under the Internal Revenue Code. She reminded the City Commission that on November 7, 2006, Great Falls voters authorized the issuance and sale of general obligation bonds in the amount of up to \$2,270,000 to finance improvements and upgrades to swimming pools in Great Falls, including rehabilitating and designing, constructing and equipping improvements to the Mitchell Pool, the Jaycee Pool and its restrooms and locker rooms, the Water Tower Pool and its restrooms, locker rooms, and related amenities, and to pay the cost of the issuance of the Bonds. The term of the debt may not exceed 10 years and the Commission will set an interest rate for a competitive sale.

**Commissioner Jovick-Kuntz moved, seconded by Commissioner Hinz, that the City Commission adopt Resolution 9627.**

Motion carried 5-0.

**Consent Agenda. Approved as printed.**

**CONSENT AGENDA**

6. Minutes, November 21, 2006, Commission meeting.
7. Total Expenditures of \$1,401,687 for the period of November 15-29, 2006, to include claims over \$5000, in the amount of \$1,208,484.
8. Contracts list.
9. Set public hearing for December 19, 2006, on Resolution 9624, Nuisance Abatement at 510 11<sup>th</sup> Street South.
10. Set public hearing for December 19, 2006, on Resolution 9628, Land Development Principles and Guidelines for East End Development.
11. Change Order 1 in the amount of \$3,007.31 and final payment to Dick Olson Construction, Inc., for \$15,008.70 and the State Miscellaneous Tax Division for \$151.61 for the Renovation of the Women's First Floor Restroom in the Civic Center. (OF 1481.1).
12. Contract for Employee Group Health Insurance Third Party Claims Administration and Specific Stop-Loss Coverage with Blue Cross and Blue Shield of Montana.

**Commissioner Hinz moved, seconded by Commissioners Beecher and Rosenbaum, that the City Commission approve the Consent Agenda as presented.**

Motion carried 5-0.

### **BOARDS & COMMISSIONS**

**Mansfield Center  
for the Performing  
Arts Advisory  
Board, reappointed  
Tryon and  
Faechner.**

**13. REAPPOINTMENTS, MANSFIELD CENTER FOR THE PERFORMING ARTS ADVISORY BOARD.**

Rick Tryon and Al Faechner were appointed to the Mansfield Center for the Performing Arts Advisory Board in 2004. Both Mr. Tryon and Mr. Faechner were interested in and eligible for another term. Mr. Kampfer was originally appointed in 2001 and due to a clerical error has only served five years. He was eligible to serve six years; therefore, it was recommended that he be appointed to a one-year term.

**Commissioner Jovick-Kuntz moved, seconded by Commissioner Beecher, that the City Commission reappoint Rick Tryon and Al Faechner to the Mansfield Center for the Performing Arts Advisory Board for three-year terms through December 31, 2009, and reappoint Robert Kampfer to a one-year term through December 31, 2007.**

Motion carried 5-0.

**Planning Board.  
Reappointed  
Harding, Roberts  
and Kinder.**

**14. REAPPOINTMENTS AND APPOINTMENT TO THE PLANNING BOARD.**

John Harding, William Roberts and Ron Kinder were appointed to the Great Falls Planning Advisory Board on July 1, 2005. Mr. Harding, Mr. Roberts and Mr. Kinder were interested in and eligible for reappointment. Mark Gunderson resigned his position on the Board; therefore, it was necessary to appoint a replacement.

**Commissioner Hinz moved, seconded by Commissioner Rosenbaum, that the City Commission reappoint John Harding, William Roberts and Ron Kinder to three-year terms through December 31, 2009.**

Motion carried 5-0.

**Commissioner Hinz moved that the City Commission postpone appointing someone to fill the remainder of a three-year term through December 31, 2007, to the Great Falls Planning Advisory Board and direct staff to re-advertise the opening.**

Motion carried 5-0.

**Transit Board.  
Appointed  
Eastman.**

**15. APPOINTMENT, TRANSIT BOARD.**

James Bellessa was appointed to the Great Falls Transit District Board for

a four-year term in 1998 and reappointed for another four-year term in 2002. Mr. Bellessa's term expired on November 30, 2006. Mr. Bellessa was not eligible for reappointment; therefore, it was necessary to appoint one new member.

**Commissioner Beecher moved, seconded by Commissioners Hinz and Jovick-Kuntz, that the City Commission appoint Paul Eastwood to the Great Falls Transit District Board for a four-year term beginning on December 5, 2006, and expiring on November 30, 2010.**

Motion carried 5-0.

### **PETITIONS AND COMMUNICATIONS**

**Request for documents.**

**19. Neil Taylor**, 3417 4<sup>th</sup> Avenue South, requested a report authorized to be done by the City Commission on November 4, 2003 related to a feasibility study for the Highwood Generating Station.

Fiscal Service Director Coleen Balzarini explained that request was also made at the Electric City Board meeting and she would provide a copy of the material that was available.

**Adjourn.**

### **ADJOURNMENT**

There being no further business to come before the Commission, the regular meeting of December 5, 2006, adjourned at 7:23 p.m.

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Mayor Dona R. Stebbins

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Peggy Bourne, City Clerk

ITEM: \$5000 Report  
 Budget or Contract Claims in Excess of \$5000

PRESENTED BY: City Controller

ACTION REQUESTED: Approval With Consent Agenda

APPROVAL: \_\_\_\_\_

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

MASTER ACCOUNT CHECK RUN FOR DECEMBER 6, 2006	1,114,525.91
MASTER ACCOUNT CHECK RUN FOR DECEMBER 13, 2006	515,321.46
MUNICIPAL COURT ACCOUNT CHECK RUN FOR 11/16 THRU 12/12/06	65,630.60
WIRE TRANSFERS FROM NOV 29, 2006	149,216.57
WIRE TRANSFERS FROM DEC 1, 2006 THRU DEC 13, 2006	310,669.10
<b>TOTAL: \$</b>	<b><u>2,155,363.64</u></b>

**SPECIAL REVENUE FUND**

**TAX INCREMENT**

MT DEPT OF REVENUE	REFUND WIRE ERROR	234,483.00
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**LIGHTING DISTRICT**

NORTHWESTERN ENERGY	OCTOBER CHARGES SLDA	7,523.59
NORTHWESTERN ENERGY	OCTOBER CHARGES SLDR	54,133.26

**POLICE SPECIAL**

FALLS COMMUNICATIONS	MDT'S FOR CASCADE SHERRIFF'S	5,000.64
NEW WORLD SYSTEMS	COMPUTER SYSTEMS	20,000.00

**STREET DISTRICT**

SHUMAKER TRUCKING & EXCAVATING	PMT#1 FOR MEDICAL TECH PARK	13,891.18
GREAT FALLS INTERNATIONAL AIRPORT	1ST 1/2 ASSESSMENTS FOR PARCELS	12,795.04

**FEDERAL BLOCK GRANTS**

DICK OLSON CONSTRUCTION	PMT#2 BATH REMODEL, PARK MANOR	6,088.93
LAPKE CONSTRUCTION	PMT #1 CDBG SIDEWALK REPLACE	34,967.31
GREAT WESTERN PARK & PLAYGROUND	PLAY STRUCTURE NOAHS PARK	19,992.16

**CAPITAL PROJECTS**

**GENERAL CAPITAL**

CENTRAL FLOOR COVERING	FLOORING FOR COMMUNITY REC CTR	13,935.75
GREAT WESTERN PARK & PLAYGROUND	PLAY STRUCTURE, N KIWANIS PARK	19,900.41

**ENTERPRISE FUNDS**

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**WATER**

NORTHWESTERN ENERGY	OCTOBER CHARGES	5,626.66
SHUMAKER TRUCKING & EXCAVATING	PMT#1 FOR MEDICAL TECH PARK	7,124.29
THATCHER CO	T-FLOC 1410, SODIUM METABISULFITE	6,313.55
PHILLIPS CONSTRUCTION	PMT#1 2ND AVE SW, OF1391.1	92,533.11

**SEWER**

SHUMAKER TRUCKING & EXCAVATING	PMT#1 FOR MEDICAL TECH PARK	76,587.74
DAVID KUGLIN	PMT#2 MAFB SEWER UPSIZING	81,823.50
STANLEY CONSULTANTS INC	PMT#13 WWTP OF1404	54,204.59
SMITH POWER PRODUCTS	PMT#5 WWTP EQUIPMENT	113,261.59
SMITH POWER PRODUCTS	PMT#6 WWTP EQUIPMENT	151,015.45
DAVID KUGLIN	PMT#3 MAFB OUTFALL SEWER	18,487.75

**STORM DRAIN**

SHUMAKER TRUCKING & EXCAVATING	PMT#1 FOR MEDICAL TECH PARK	150,668.29
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**CIVIC CENTER**

GREAT FALLS SYMPHONY	TICKET PROCEEDS FOR 11/18/06	5,807.65
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**INTERNAL SERVICES FUND**

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**HEALTH INSURANCE**

BLUE CROSS/BLUE SHIELD	ADMIN & REINS FEES	38,217.88
BLUE CROSS/BLUE SHIELD	GROUP & HMO CLAIMS 11/22-11/28/06	149,216.57
BLUE CROSS/BLUE SHIELD	GROUP & HMO CLAIMS 11/29-11/30/06	168,326.27
BLUE CROSS/BLUE SHIELD	GROUP & HMO CLAIMS 12/1-12/5/06	90,882.59
BLUE CROSS/BLUE SHIELD	GROUP & HMO CLAIMS 12/6-12/12/06	48,371.45

**CENTRAL INSURANCE**

MONTANA MUNICIPAL INS AUTH	GEN LIABILITY DED NOV 2006	10,953.35
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**FISCAL SERVICES**

JUNKERMIER CLARK CAMPANELLA	AUDIT OF CAFR STMT	5,000.00
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**CENTRAL GARAGE**

MIDLAND IMPLEMENT CO	LARGE ROTARY MOWER	57,152.00
GREAT FALLS SCHOOL DISTRICT	CITY AUCTION PROCEEDS 8/19/06	7,278.65
MOUNTAINVIEW COOP	UNLEADED/ DIESEL FUEL	27,596.10
CASCADE COUNTY CLERK & REC	PROCEEDS CITY AUCTION 8/19/06	13,532.84
L N CURTIS & SONS	MAKO BREATHING AIR MODULE	27,965.00

**FACILITIES MAINTENANCE**

**PARK & RECREATION ADMINISTRATION**

CONTRACT FLOORING	NEW CARPET PARK & REC	12,195.00
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<b>MUNICIPAL COURT</b>		
CITY OF GREAT FALLS	FINES AND FORFEITURES	44,313.60

**CLAIMS OVER \$5000 TOTAL:** \$ 1,907,166.74

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**CITY OF GREAT FALLS, MONTANA  
COMMUNICATION TO THE CITY COMMISSION**

**AGENDA: 11  
DATE: December 19, 2006**

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

**PRESENTED BY:** Peggy J. Bourne, City Clerk

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

**MAYOR'S SIGNATURE:** \_\_\_\_\_

**CONTRACT LIST**

	<b>DEPARTMENT</b>	<b>OTHER PARTY (PERSON OR ENTITY)</b>	<b>PERIOD</b>	<b>FUND</b>	<b>AMOUNT</b>	<b>PURPOSE</b>
<b>A</b>	Park & Recreation	McLee's	December 2006	411-6471-565-9399	\$15,245.00	Electric City Water Park Bathhouse Roof Replacement (O.F.1502)
<b>B</b>	Public Works	Montana Department of Environmental Quality	June 30, 2005 through June 30, 2007	Not Applicable	Not Applicable	Increase consideration from maximum \$3,000.00 to \$6,000.00. (O.F.1419)
<b>C</b>	Public Works	Brown and Caldwell 2697 Cole Blvd, Ste 200 Golden Colorado 80401	Current	513-3164-531-3599	\$20,000	Industrial Pretreatment Services in accordance with 11/29/06 Proposal. (O.F. 1348.7)
<b>D</b>	Public Works	Montana Department of Transportation (MDT)	12/2006 through 2012	No funding Required	None	Authorization for the City of Great Falls to develop and administer MDT transportation projects. (O.F.1321)

**CITY OF GREAT FALLS, MONTANA**  
**AGENDA REPORT**

**AGENDA#** 12  
**DATE** December 19, 2006

**ITEM:** ENGAGE RW BECK AS INDEPENDENT ENGINEER TO REVIEW HIGHWOOD GENERATING STATION PROJECT ASSUMPTIONS OF CAPITAL COST, FUEL SUPPLY, TIMING OF CONSTRUCTION, AND OTHER MATTERS AS THEY MAY RELATE TO THE CITY OF GREAT FALLS' SHARE OF THE PROJECT

**INITIATED BY:** ELECTRIC CITY POWER, INC, and CITY STAFF

**ACTION REQUESTED:** APPROVE INDEPENDENT ENGINEER ENGAGEMENT

**PRESENTED BY:** COLEEN BALZARINI, FISCAL SERVICES DIRECTOR

**RECOMMENDATION:** The ECPI Board and City Staff recommend the City Commission approve the following motion:

**MOTION:**

I move the City Commission approve engaging RW Beck as independent engineers to review the Highwood Generating Station project assumptions inclusive of capital costs, fuel supply, timing of construction, and other matters as they may relate to the City's share of the project for an estimated cost of \$78,000 inclusive of professional fees and direct expenses, and authorize the City Manager to execute the contract.

**SYNOPSIS:**

Requests for independent engineering proposals were sent out to five nationally qualified firms: (R.W. Beck, Black & Veatch, Burns & Roe, HDR, and Sargent & Lundy). All five firms responded and phone interviews were conducted with the two top ranked firms based on their written proposals. The phone interviews were attended by City Staff, Financial Advisor, Bond Counsel, and Underwriter. Based on the written responses and follow-up interviews it is recommended the City Commission engage RW Beck as independent engineers to review the economic and technological feasibility and the reasonableness of price and cost projections developed by the SME project engineers.

The estimated cost of Phase I is \$78,000 inclusive of professional fees and direct expenses. Phase I is anticipated to be complete by February 1, 2007. At the conclusion of Phase I, the Independent Engineer will provide the City with a written Summary Report, stating its conclusions and recommending a course of action to the City. If Phase I results in a decision to move forward as an owner of the Project, Phase II will commence immediately. Phase II will provide supporting work for marketing and contracting efforts with electric customers. Fees for Phase II will be determined at a later date. All costs are eligible for reimbursement at the time final financing is arranged.

**BACKGROUND:**

In November, 2006, City representatives of the HGS project (Staff, Financial Advisor, Bond Counsel and Underwriter) met with SME representatives on matters pertaining to the Highwood Generating Project. One of the items arising from that meeting was a recommendation from the Financial Advisor and Underwriter to solicit proposals for the services of an Independent Engineering and Feasibility Study/Review for the Highwood Generating Station Project.

This recommendation was supported by the ECPI Board at their December 4, 2006 meeting. It should be noted, this type of independent review is typical and is routinely required by investors in a project of this size, and especially when there are multiple financing sources and multiple owners involved in the project. SME representatives and consultants are aware of the independent consultant recommendation and are prepared to assist in the process to complete Phase I analysis.

City of Great Falls, Montana  
**Phase 1 Due Diligence -  
Power Plant Investment**

December 2006



December 8, 2006

Coleen Balzarini  
City Finance Director  
City of Great Falls, Montana

Alan Dashen  
Dashen & Associates

John Schopfer  
Bear, Stearns & Company, Inc.



*Via Email*

**Subject: Proposal for Highwood Generation Station Review**

Dear Ms. Balzarini, Mr. Dashen, and Mr. Schopfer:

We recognize that this is an important step in the development of the power supply program for the City of Great Falls. We understand the City desires to bring economic cost-based power to its own facilities and others in the community. The final work effort of this review will benefit the City in its decision making process and the needs of its finance team in securing the funds necessary to underwrite participation in the Highwood Generation Station project.

We have focused on three elements of the engagement, including:

- Providing the City with a higher confidence level regarding costs and time schedule for the Highwood Generation Station project
- Staging the effort to deal with key issues quickly; reviewing the items with the highest risk impact and least control by the City first. This approach will allow the City to minimize the effort should an early “show stopper” be disclosed
- Providing an independent analysis; as you would expect, we have no conflicts of interest regarding this project, and will inform the City and its finance team of any potential pitfalls or apparent opportunities discovered in our review

We can promise a timely, responsive, and comprehensive review because we have a senior team that is current on all issues facing this project. Every member of this team is experienced in due diligence efforts to support financing activities. We stand ready to mobilize our team. Please contact me at (206) 695-4405 with any questions regarding our proposal.

Sincerely,

Handwritten signature of Angelo Muzzin in black ink.

Angelo Muzzin  
Principal and Senior Director  
Project Manager

Handwritten signature of Ronald J. Moe in black ink.

Ronald J. Moe  
Principal and National Director  
Project Advisor





## Understanding

Through our past activities for the City, as well as other municipalities in Montana, we are familiar with the City's desire to establish a generation resource base separate from the current default provider. Acquisition of a portion of the Highwood power project can be a significant part of meeting the City's goal.

In order for the City to proceed, we understand the need for an independent review of the power plant cost, time schedule, and other aspects of the arrangement with Southern Montana Electric Generation and Transmission Corporation (SMEC). The following describes our approach to the "Phase One" activities in the City's request.

## Approach

Based on our conversations with the City and its advisors, we are proposing an approach that provides the necessary comprehensive review, while also completing Phase One in a rapid and prioritized manner.

The order and priority of the reviews performed, as shown on the flow diagram on the following page, is designed to look first at the elements of the proposed project with the most associated risk and the elements that are not in the City's control, such as capital cost and design and environmental issues.

After these priority elements are assessed, we will proceed with the next level of the items that are primarily in the control of the plant operator, such as fuel, operations and maintenance, and transmission. The last part of the review focuses on the power arrangement between SMEC and the City, market issues, and the City's power sales agreements. Our review will include examination of key assumptions and conclusions in studies undertaken by SMEC and Stanley Consultants regarding:

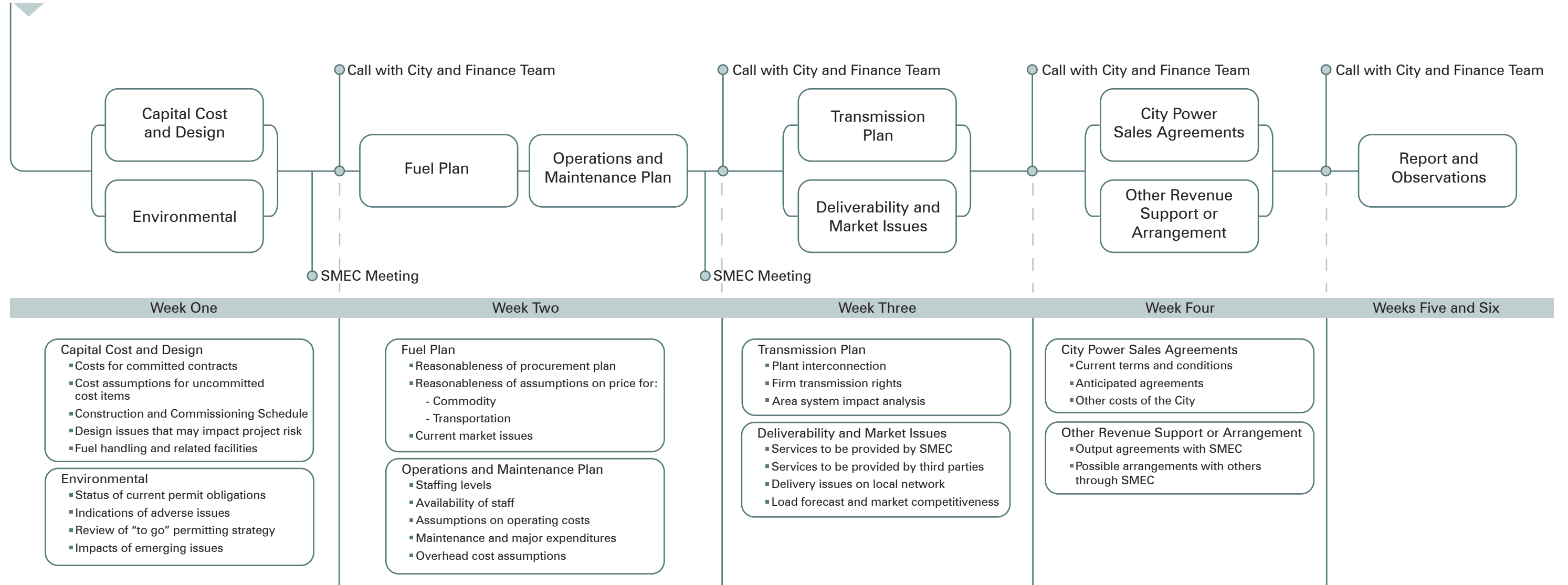
- Estimates of loads to be served by City
- Shaping and exchange of the City's entitlement that is beyond its needs
- Strategies for the disposition of project excess power and how those will match the participants load growth plans

If, early in Phase One, an issue arises that needs to be disclosed, it will be shared with the City and its finance team as soon as possible. Our approach identifies any "show stopper" early in the processes.



# Review of City's Investment in the Highwood Generating Station

Initial Documentation Delivery





Given the tight timeframe requirements and the importance of the review at this stage of project commitment, our approach incorporates two features necessary to achieve a successful outcome, including:

- **Early meeting with SMEC focuses project needs and facilitates quick review.** We anticipate a rapid mobilization of our engineering and environmental team. To facilitate the quick review on their part, we anticipate two early meetings to be held with SMEC's project manager and other staff; representatives from Stanley Consultants may also be appropriate. The goal is to rapidly understand the project background and have immediate discussion on project issues.
- **Weekly conference calls facilitate open and frequent communication.** We propose weekly conference calls with representatives of the City and its finance team to review any issues that week and discuss any areas that may be of concern. The weekly calls are anticipated to start at the end of the second week of the project. Should a major issue be identified early in the review, this will provide an opportunity to shift or adjust the work effort of the review team.

### Prioritized Review Process Identifies Show Stopper Early

The flow diagram on the previous page presents the key review elements anticipated during this assignment. We understand that as you review our proposal, you may have insight that will direct a different priority of activities or that may identify an issue or area that you may want greater comfort.

We are experienced in successfully completing project reviews, combining the need to be insightful, while at the same time being responsive to the specific time requirements.

**Early meeting with SMEC focuses project needs and facilitates quick review.** To access data, and at the same time allow for questions of a technical nature to be researched and resolved, we will send two teams on-site for meetings with the SMEC project manager and Stanley Consultants (if available).

- The first meeting will focus on issues and questions related to capital costs, schedule, and environmental issues.
- The second meeting will focus on operations and maintenance costs and the project's fuel plan. We believe discussions regarding the transmission issues and ancillary support issues should be able to be explored with the current project documentation and via phone conversations. The same holds true on market issues. However, should the early reviews indicate otherwise, the scope of the meeting will be expanded.

**Weekly conference calls facilitate open and frequent communication.** As mentioned above, we will report our preliminary findings to the City and its finance team on a weekly basis. Our project manager is responsible for organizing the weekly phone calls so those key findings are presented as soon as possible. For a given phone call, the lead consultants for current issues will participate on the call. In addition, we expect the weekly phone calls will allow for feedback by the City and its advisors regarding additional concerns or issues that may arise. After each phone call, a brief email will be circulated to the entire team outlining key activities and any issues or concerns.

**Incorporating market price forecasting allows for timely review of project economics.** Our firm maintains its own forecasts of power and gas prices for all of the trading regions in North America. The forecasts go beyond the 2011 timeframe outlined in the request. This ongoing market analysis effort will be used as the basis for our look at the market competitiveness of the plant. This level of in-house expertise will allow for a timely review of the SMEC's project economics.

## Assignment Team

In order to meet the City's needs, we have assembled a project team that includes specific experience in:

- Reviewing circulating fluidized bed coal projects
- Understanding power market and economic issues in the Pacific Northwest and specifically Montana and the Northwestern Corporation
- Transmission expertise that has undertaken power plant due diligence in Montana
- Expertise in fuel and fuel related issues
- Managing reviews and disclosure assignments

Our team of senior experts will bring rapid and focused response to key issues. The following biographical sketches of key team members provide a summary of the background, expertise, and experience of our team members.

### Assignment Team Availability

We do not anticipate any conflicts with the availability of our key staff to complete this assignment within the specified timeframe. Should an extenuating circumstance occur, and a key individual is excluded from participating in this assignment, our firm has the depth of expertise in all review areas and will make another senior expert available for this assignment.

### Team Members

#### Angelo Muzzin – Project Manager and Power Sales Agreements

Mr. Muzzin has 29 years of experience in the electric utility industry. With respect to client assignments, he has participated or had a leadership role in the following:

- Senior Management reviews of trading and power marketing operations that have resulted in significant changes in strategic approach
- Market studies, under his direction, throughout the U.S. for the purposes of generation and transmission investments and due diligence in the acquisition or financing of assets
- Valuation of assets or corporations that may be subject to divestiture or acquisition given the significant changes in the power marketplace
- Facilitation of tactical and strategic planning activities for management teams, boards, and governmental policy makers

Mr. Muzzin has been involved in a number of assignments in the Pacific Northwest, including the City of Portland's offer to buy Portland General Electric from Enron, support of the financing of the Coyote Springs 2 power plant, and independent review of the restart of the WNP-1 nuclear plant.

He has also led Consulting Engineers Reports supporting the financing of some coal facilities in Texas. Earlier in his career, he was part of a team that drafted and negotiated the joint ownership and operating agreements for the Campbell 3 coal plant in Michigan.

Mr. Muzzin has a B.S. in Electrical Engineering and a B.S. in Engineering Science from the University of Michigan, as well as a M.B.A. from Eastern Michigan University.

### Ron Moe – Project Advisor

Mr. Moe is an economist and statistician with 20 years of experience in electric utility consulting. He specializes in development of strategies pertaining to electric generation and economic analysis of wholesale power markets. Mr. Moe assisted in bidding to purchase the electric and gas utility business of Montana Power Company. He oversaw the due diligence effort; supervised development of revenue, expense, and capital expenditures forecasts; and developed and implemented the financial model for calculating the bid price. Mr. Moe also provided oversight to the prior consulting activities undertaken for the City.

In addition, Mr. Moe assisted in the evaluation of the feasibility of purchasing the assets of Northwestern Corporation, which was in bankruptcy. The assets comprised the electric and gas transmission and distribution utility that Northwestern purchased several years ago from Montana Power Company. His team also identified potential risks the cities might face if they succeeded in acquiring the assets.

Mr. Moe has a B.A. and M.A. in Economics from the University of Washington.

### Rick Reiff, P.E. – Power Plant Cost and Schedule and Operations and Maintenance

Mr. Reiff, with over 29 years in the power industry, provides services associated with the technical feasibility of power generating facility financing. This includes the review of design/engineering documents, EPC contracts, performance assumptions, and operating costs. He is experienced with both power and non-power projects financed through commercial lending or bond financing here in the U.S. and overseas. He manages all activities associated with independent engineering reviews, which include coordinating the design review, monitoring construction, reviewing payment requisitions, overseeing start-up and performance testing, and reviewing operating results and project budgets.

He has a wide range of experience in the design, construction, start-up, performance testing, and operation of coal-fired, waste-to-energy, biomass, and combined-cycle power plants. His coal-fired experience includes projects that use circulating fluid bed (CFB) and bubbling bed technologies and projects that burn Powder River Basin Coal, brown coal, lignite, and waste coal fuels. He has provided technical services on coal-fired projects located in Australia, Indonesia, and throughout the U.S.

Mr. Reiff is a registered professional engineer and has a B.S. in Mechanical Engineering from Kansas State University.

### John Schmalz – Power Plant Cost Estimation

Mr. Schmalz has over 20 years of experience in cost estimations, work breakdown structure development, critical path scheduling/analysis, earned value and cost reporting, forecast/trend analysis, and development of project financial pro forma for fixed price, incentive fee, and fixed fee projects. His projects have included flue gas desulphurization, various coal retrofit projects, simple and combined cycle, geothermal, hydro, industrial, and federal. In addition, he has knowledge in development and operations of engineering and construction management systems (earned value versus costs).

Mr. Schmalz provides services as a principal cost and planning engineer for selected projects. His responsibilities include developing independent third-party reviews of projects costs and schedules for financial institutions, performing ongoing schedule and cost reviews, certifying construction draws for lenders, reviewing contract documents, preparing change orders, and analyzing the impact of change orders regarding construction costs and schedules as necessary.

Mr. Schmalz has a B.S. in Economics from Colorado State University.

### Dr. Evis Couppis, Ph.D, P.E. – Environmental

Dr. Couppis has more than 30 years of experience performing a wide variety of environmental services, including organizing and managing teams of experts to analyze and interpret environmental matters associated with power production and transmission, industrial facilities, and governmental regulations. As the environmental lead on projects, he identifies required permits and approvals, reviews environmental analyses, assesses pollution control technologies' ability to meet permit conditions, conducts site assessments, identifies potential hazardous waste contamination, and performs compliance assessments and audits of various facilities to assess their compliance with regulatory requirements.

Dr. Couppis has considerable experience performing environmental studies associated with the permitting and licensing of power generation and transmission facilities throughout the U.S., the Caribbean, and the Pacific Rim. His experience with power generation includes coal- and oil-fired power plants ranging in size up to 3,000 MW, baseload and peaking combustion turbines, diesel engines, biomass-fired and municipal solid waste resource recovery facilities, hydroelectric stations, and refinery coke-fired plants. His transmission facilities experience covers voltages ranging from distribution voltage levels to 345 kV.

Dr. Couppis is a registered professional engineer, has a B.S., M.S. and Ph.D. in Chemical Engineering, all from the University of Pittsburgh.

### Jennifer Tripp, P.E. – Transmission

Ms. Tripp focuses on technical transmission studies; transmission reliability technical and policy issues; financial due diligence for transmission facilities acquisitions and related to transmission impacts on resource delivery; internal and external training on transmission issues; Security Constrained Economic Dispatch and LMP modeling; transmission congestion associated with zonal market price evaluations; and policy, market and compliance issues.

Her utility background includes generation, system operations, and substation design. The operations experience included real-time security analysis studies, short-term production costing and economic dispatch analyses, power quality, and transmission wheeling administration.

Ms. Tripp is a registered professional engineer and has a B.S. in Electrical Engineering from the University of Cincinnati.

### Dr. Youssef Hegazy, Ph.D – Pacific Northwest Power Markets and Price Forecasts

Dr. Hegazy, with 25 years of experience, specializes in market assessment and pricing activities, as well as analytical activities related to power supply. Dr. Hegazy's professional experience includes pricing and regulatory policy analysis, power system planning, market analysis, integrated resource planning and demand side management, generation and transmission asset evaluation, and competitive bidding evaluation. Dr. Hegazy has been involved in several recent Montana assignments, including the load forecast effort undertaken on behalf of the City.

Dr. Hegazy managed the development of R. W. Beck market price forecasts model for the Pacific Northwest energy market. The price assessment provided clients with a valuable understanding of the Pacific Northwest energy market, including its interdependence with surrounding market areas, its relationship with federal hydroelectric power, and its historical and current market structure.

Dr. Hegazy has a B.S. in Nuclear Engineering from University of Alexandria, Egypt, a M.S. in Energy Management and Policy from the University of Pennsylvania, and a Ph.D. in Energy Economics from Ohio State University.

## Dr. Perry Bissell, Ph.D – Fuel Plan and Transportation

Dr. Perry Bissell joined John T. Boyd Company in December 2003, and provides his expertise in U.S. and international coal market forecasts and coal price projections, coal contract negotiations, supply and reserve availability studies, transportation issues, and valuations. He has over 25 years of industry experience working with both sides of the coal industry. Most recently, he was director of Market Development and Analysis with CONSOL Energy, where his work spanned the areas of strategic planning, acquisition valuations, coal market pricing, and business development of coal-fired power plants and synfuels projects.

Dr. Bissell is currently assisting several clients in assessing potential coal supply strategies for proposed power plants in the southeast and the southwest as well as a coal to syngas project in the midwest. Previously, he was a key participant in the development of a proposed minemouth coal-fired power plant project in Montana.

Prior to CONSOL, Dr. Bissell worked in coal and energy consulting with Resource Dynamics Corporation, and in strategic planning in the fuels department of Potomac Electric Power Company.

Dr. Bissell has a B.S. and Ph.D. in Mineral Economics from the Pennsylvania State University.

## Michael Gaines – Offering Documents Preparation, Phase Two

Mr. Gaines has over 32 years of experience specializing in financial and economic feasibility studies for electric generating facilities, construction cost and scheduling, financial computer modeling, power system and resource planning, contract reviews, and financial consulting from a power supply perspective for public utilities. He has been involved with the preparation of more than 100 Consulting Engineer's Reports, totaling over \$20 billion. He has also been responsible for preparation of numerous reports and certificates as required by client bond resolutions and ordinances. Mr. Gaines continues to be the Consulting Engineer of Record for the existing two 900-MW units at the IPP site, which he has been involved with since 1980.

Mr. Gaines is a registered professional engineer and has a B.S. in Electrical Engineering and M.S. in Nuclear Engineering from the University of Washington.

## Qualifications of the Firm

Our firm has been involved in providing independent reviews of power projects and acquisitions for over 60 years. Our reviews have been used in the due diligence review of power projects or corporate financing of over \$150 billion. These assignments include both capital markets offerings and commercial bank syndications. Our independence is the cornerstone of our effectiveness.

More specifically, our qualifications include Independent Engineering reviews and Owner's Engineering Advisory services on a number of projects. Our recent coal plant assignments include:

Recent Coal Plant Reviews			
Project	Client	Estimated In-Service Date	Comments
Plum Point, Arkansas	Municipal Energy Agency of Mississippi, Joint Municipal Electric Utility Commission	2010	Owner's Engineering for PC subcritical boiler; 658 MW
Trimble County 2, Kentucky	Illinois Municipal Electric Agency	2010	Independent Engineering for PC; 750 MW

Recent Coal Plant Reviews			
Project	Client	Estimated In-Service Date	Comments
Prairie State Energy Units 1 & 2, Illinois	Illinois Municipal Electric Agency, Kentucky Municipal Power Agency	2009 - 2010	Owner's Advisory Services for PC subcritical boiler; 1500 MW
Big Stone 2, South Dakota	Central Minnesota Municipal Power Agency, Southern Minnesota Municipal Power Agency, Missouri River Energy Services	2012	Independent technical consulting services and EIS assistance for PC supercritical boilers; 630 MW
Oak Grove, Units 1 & 2, Texas	Golden Spread and Southern Texas Electric Cooperative	Summer 2009 and Winter 2010	Technical services for client offtake participation for PC lignite; 1634 net MW
Nebraska City 2, Nebraska	Omaha Public Power District, Central Minnesota Municipal Power Agency	2009	Independent review of EPC contract/project for the Board for PC; 660 MW
Springerville 3, Eastern Arizona	GE Structured Finance	2006 (online)	Independent Engineering for PC; 415 net MW
TS Power Plant Project, Nevada	Newmont Mining	2008	EPC capital cost/contract review for PC subcritical boiler; 220 MW
Intermountain Power Unit 3, South Central Utah	Utah Associated Municipal Power Systems, Los Angeles Department of Water and Power, and Intermountain Power Agency	2013	Initial feasibility study, technical support to steering committee, generated marketing brochure explaining technical aspects of facility

The following is a list of CFB projects our firm has completed. In most cases, our activities have included the independent review of cost and schedule issues:

Circulating Fluidized Bed Projects	
Project	Client
Red Hills Generating Facility	Chase Manhattan Bank, N.A.
Port of Stockton District Energy Facility	Security Pacific Merchant Bank
Texas-New Mexico Power Project, Unit Nos. 1 and 2	Chase Manhattan Bank, N.A.
Rumford Cogeneration Project	Morgan Guaranty Trust Company
Piney Creek Power Project	Swiss Bank Corporation
Morgantown Cogeneration Project	Swiss Bank Corporation
Sunnyside Cogeneration Project	Swiss Bank Corporation
Ebensburg Cogeneration Project	Swiss Bank Corporation
Westwood Generating Project	Fuji Bank, Ltd.
Rosebud Project	Montana One Partners
Scrubgrass Power Project	National Westminster Bank

Circulating Fluidized Bed Projects	
Project	Client
Grant Town Generation Project	National Westminster Bank
St. Nicholas Cogeneration Project	Bank of New England
Northampton Energy Project	ABN-AMRO Bank N.V.
Mesquite Lake Biomass Burning Project	California Pollution Control Financing Authority
Chinese Station Facility	National Westminster Bank
Colmac Energy Project	Swiss Bank Corporation
Brooklyn Energy Project	Mutual Life Assurance Company of Canada
North Branch Power Project	N.B. Partners, Ltd.
Colstrip/Rosebud Power Project	Credit Suisse
Mesquite Lake Resource Recovery Project	State of California Pollution Control Financing Authority
Cambria Project	Energy Investment Fund
Colver Power Project	Adam Brothers Contingency, Ltd.
Arvah B. Hopkins Station	City of Tallahassee, Florida
Billings Cogeneration Project	Adam Brothers Contingency, Ltd.
Jonesboro and West Enfield	Bank of New York
AES-SIMS Bayou Cogeneration Facility	AES Sims-Bayou, Inc.
Stockton Cogeneration Project	Morgan Stanley & Company, Inc.
Mount Poso Cogeneration Project	Mount Poso Cogeneration Company
Gilberton Cogeneration Project	Mellon Bank, N.A.
Mount Carmel Cogeneration Project	Mellon Bank, N.A.
Sayerville Cogeneration Project	North Jersey Energy Associates

\*Many of the commercial banks listed in this table were the lead bank of a syndication group.

In addition, the firm has a well-established economics and market analysis practice that is active in the Pacific Northwest marketplace. Some representative examples include:

Recent Economic, Power Market, Feasibility Studies, and Due Diligence Projects		
Project	Client	Comments
Acquisition Evaluation of Northwestern Power Company	Montana Public Power, Inc.	Reviews of Northwestern's assets and a current understanding of the Montana market
Review of Power Acquisition Process	Avista Corporation	Independent review of Avista's acquisition of 300 MWs of capacity



### Recent Economic, Power Market, Feasibility Studies, and Due Diligence Projects

Project	Client	Comments
Coyote Spring Financing	Avista Power, LLC	Regional economic analysis of the Coyote Spring #2 project
Review of Thermal Resources	Benton County PUD	Market analysis of the PUD's thermal plants including impacts of hydro conditions, gas pricing, and market volatility
Hardin Power Project	Centennial Power	Forecast of cost of power and competitive market assessment
Restart of WNP-1	Energy Northwest	Evaluated regional power market economics and their impact on the decision to restart the construction of WNP-1 nuclear plant
Acquisition of Portland General Electric	City of Portland, Oregon	Supported valuation and negotiations with Enron for Portland General Electric, as well as preliminary due diligence efforts
Review of Energy Risk Management Approach	Seattle City Light	Presentation to City Council regarding energy risk management issues at Seattle City Light
PPL's Acquisition of Montana Power's Generation Assets	Bank Syndicate	Due diligence review supporting the financing of the acquisition
Consulting Engineer of Record	Various Northwest Utilities	Periodic reviews undertaken to satisfy Bond Covenant requirements
Goldendale Fuel Market Analysis	Calpine Corporation	Due diligence of the fuel plan for the power plant
Default Supply Impact Analysis	City of Great Falls, Montana	Impact of key policy issues
Load Estimation and Forecasting	City of Great Falls, Montana	Forecast of electric loads in the City's area

The firm maintains a nationally recognized team that is engaged in due diligence activities surrounding transmission issues. The activities include examination of the physical transmission facilities, new power plant impact studies and related negotiations, and firm transmission evaluations. Some representative recent assignments include:

### Recent Transmission Due Diligence Projects

Project	Client	Comments
Judith Gap Project	Invenergy	Transmission fatal flaw analysis for a Montana wind project
Hardin Power Project	Centennial Power	Transmission impact analysis of the plant
Thunder Basin Project	STEAG	Transmission fatal flaw analysis
SeaWest Wind Project	SeaWest	Wind project transmission assessment

In addition to the above, the firm has experience in consulting on the formation of new jointly owned power entities and arrangements for clients throughout the U.S. The assignments have included formation of jointly owned power organizations, assistance in power supply programs and procurement, integrated resource plans, and negotiations of arrangements related to the above.



## Fee Estimate

The following table provides an estimate of our professional fees and direct expenses associated with this assignment. In providing this budget, we have assumed that there will be two, possibly three, on-site visits required. This budget assumes the following on-site meetings will occur:

- Initial project meeting with the City, finance team, and our project manager
- Two meetings with SMEC and/or Stanley Consultants with two of our key specialists at each meeting
- Optimally, a meeting toward the end of the assignment with the City, the finance team, our project manager, and one key specialist for a capstone review of our work effort.

The fee estimate is provided based on the work items outlined in our Approach description.

Fee Estimate				
Assignment Task	Professional Hours	Professional Fees	Expenses	Total Fees
Project Management	3.0	\$934	\$320	\$1254
Capital Cost and Design	34.0	\$8,614	\$1,370	\$9,984
Environmental Plan	26.0	\$8,272	\$130	\$8,402
Fuel Plan	34.0	\$8315	\$610	\$8,925
Operations and Maintenance Plan	34.0	\$8,614	\$820	\$9,434
Transmission Plan	26.0	\$7,418	\$70	\$7,488
Deliverability and Market Issues	32.0	\$8,175	\$100	\$8,275
City Power Sales Agreements	20.0	\$5,464	\$80	\$5,544
Other Revenue Support Issues	12.0	\$3,522	\$60	\$3,582
Final Report	54.0	\$14,917	\$200	\$15,117

**Total Fee Estimate for Phase One: \$78,000**

It should be noted that our budget for Phase One is based on activities being primarily carried out by senior members of our staff. In Phase Two, the staffing will be an appropriate mix of senior and mid-level staff members for carrying the various efforts. In addition, we anticipate that the Phase One activities will be carried out in a fashion so as to minimize the efforts in Phase Two, and allow for continuity in the work effort.

AGENDA REPORT

DATE December 19, 2006

ITEM 2007/2008 Community Development Block Grant Policies and Funding Priorities

INITIATED BY Community Development Staff

ACTION REQUESTED Approve Motion

PREPARED & PRESENTED BY Chris Imhoff, CDBG Administrator

REVIEWED & APPROVED BY Mike Rattray, Community Development Director

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**RECOMMENDATION:**

Staff recommends the City Commission reaffirm the Community Development Block Grant (CDBG) Policies and approve the 2007-2008 CDBG Funding Priorities.

**MOTION:**

I move to reaffirm the CDBG Policies, and approve the 2007-2008 Community Development Block Grant Funding Priorities.

**SYNOPSIS:**

The CDBG policies, adopted in previous years and amended in December 2005 by the City Commission, are attached for the Commission's review. Staff is asking acceptance of these policies for use in the 2007-2008 CDBG allocation process.

Based on testimony given at the Community Needs Public Hearing held by the City Commission on December 5, 2006, staff is recommending the attached priorities for the 2007 program year. There are no changes in the recommended funding priorities from the 2006 program year. The recommendations include 45% of the grant allocated to Public Facility Improvements/Handicap Accessibility, 20% allocated to Housing, 15% allocated to Public Services, and 20% allocated to Administration.

**BACKGROUND:**

The majority of the current CDBG policies were adopted by the City Commission during the block grant allocation process in 1994. The policies were amended in 1998, and have been reaffirmed annually.

The City Commission conducted a Community Issues and Needs Public Hearing on December 5, 2007. Based on the input from that hearing, and the objectives of the Community Development Block Grant Program, funding priorities have been prepared. This year's recommendation to fund the Public Facility Improvements/Handicap Accessibility allocation could support projects that provide handicap accessibility in public facilities and/or general public facility improvement projects. The Administration priority includes funding administrative costs for the CDBG and HOME grant programs and fair

housing activities. Funding priorities will lay out the base for the Annual Plan required by HUD as part of the Consolidated Plan. Projects will be considered that fall into the guidelines established by these funding priorities.

Attachments: CDBG Policies

2007-2008 CDBG Funding Priorities

Community Needs Public Hearing Minutes

Community Development Block Grant  
2007/2008 Funding Priorities

We are expecting the budget to be approximately the same as the 2006-2007 allocation of \$980,000. The budget amount will not be announced until after the new Congress convenes.

<u>CDBG Priorities</u>	<u>Funding Percentage</u>	<u>06/07 Entitlement</u>
<b>Public Facility Improvements/ Handicap Accessibility</b> (Includes Infrastructure, Park Facilities, Historic Preservation)	45%	(45%) \$441,000.00
<b>Affordable Housing</b> (Includes Rehab Services)	20%	(20%) \$196,000.00
<b>Public Service Activities</b> (maximum) (Benefiting low/moderate income persons)	15%	(15%) \$147,000.00
<b>Administration</b> (maximum) (Includes Grant Administration & Fair Housing)	20%	(20%) \$196,000.00
 Total Allocation	 100%	 \$980,000.00

**City of Great Falls**  
**Community Development Block Grant**  
**City Commission Policies**  
**December 19, 2006**

1. City Commission will determine the allocation of all CDBG projects.
2. The City Commission will conduct a Community Needs public hearing to allow citizens (especially low/moderate income persons) and city staff the opportunity to express their opinion as to the needs of the community that should be addressed with block grant funding.
3. The City Commission will determine priorities and allocate funding percentages to priority categories following the Community Needs public hearing.
4. The Community Development Department will make recommendations to the City Commission for any grant proposal applications not reviewed by the Community Development Council.
5. The Community Development Council will review and make funding recommendations for grant proposal applications, as directed by the City Commission.
6. The Community Development Council will review, prioritize, and make funding recommendations to the City Commission for all public service grant applications based on solicitation for proposals in an amount to be approximately 15% of the grant entitlement amount. The minimum grant request will be for \$5,000.
7. The City Commission will not fund proposals from agencies/departments whose last fiscal year or older CDBG funded projects will not be 75% complete by March 31st of the current year, unless a special public purpose exists for waiving the policy.
8. Private non-profit agencies will not be funded for staff salaries, benefits, office consumables, and rent payments for agency office space or utility costs.
9. City Commission will fund activities to further fair housing as a part of block grant

administration.

10. Projects that leverage and/or match the CDBG funds will be given priority consideration for funding.
11. Handicap accessible projects that serve the largest number of the public will be given priority consideration for funding.

Previous version 12-20-2005

CITY COMMISSION PUBLIC MEETING  
December 5, 2006

A public meeting was held as part of the regular City Commission meeting on December 5, 2006, at 7 p.m. in the Commission Chambers at the Civic Center. The meeting was held to provide an opportunity for citizens to advise the Commission on what the needs are of low income people in the community and how CDBG and HOME grant funds could be used to address those issues and eliminate community needs.

The following listing is a summary of the comments involving current community needs which were expressed in the meeting.

**Don McGibboney, Homeland Defense Volunteer Coordinator for RSVP.**

Mr. McGibboney requested the City Commission allocate the full 15% of CDBG funds to public service activities. In his position he trains citizens living in low income areas to communicate with each other and the police department through the Neighborhood Watch program. This program could not have been developed without CDBG funds. Mr. McGibboney reported Great Falls has more than 1,000 citizens who are age 60 or older who are extremely low income (earn less than \$10,000 annually) and he asked the City Commission to support project applications that serve low income elderly people.

**Sheila Rice, Neighborhood Housing Services, Inc.**

Ms. Rice spoke to the importance of using CDBG and HOME money to fund home ownership and affordable housing within the City of Great Falls. She described the historical background of NHS, in particular the collective effort it has been, and noted that without CDBG and HOME funds NHS would not have been able to achieve the accomplishments they have. Through this partnership, the City's help has enabled NHS to assist more than 1,000 families to become homeowners. In the past year alone a total of 114 families have become homeowners. Ms. Rice noted NHS is having its busiest year ever and described some of the projects they are currently undertaking. She explained how in addition to assisting individual people, affordable housing is a factor in economic development. Ms. Rice thanked the City Commission for the assistance they have provided in the area of affordable housing and requested they continue to emphasize the importance of affordable housing.

\* \* \* \* \*

Attached are public comments which were received via letter, email, and/or telephone.

**From:** RSVP Director [mailto:volunteerpower@yahoo.com]  
**Sent:** Tuesday, December 05, 2006 8:03 AM  
**To:** Melanie Lattin  
**Subject:** CDBG comments

Hello Melanie,

I am in Reno at a conference and unable to attend the public hearing tonight.

I would ask that the Commission please allocate the full 15% to public service activities and would ask that they strongly consider proposals that support those age 60 and older who are extremely low-income.

Thank you to you for collecting the written comments and thank you to the City Commission for considering them.

Have a great week!

Audrey Finlayson

Audrey Finlayson  
RSVP Director  
Environmental Leadership Program Fellowship Class 2006-2007  
Retired Senior Volunteer Program  
Mailing Address PO Box 2486 Great Falls, MT 59403-2486  
Phone 406-454-6994

*Achievement "Unless you try something beyond what you have already mastered, you will never grow."*



**ITEM:** PROFESSIONAL SERVICES AGREEMENT: REHABILITATION OF THE MITCHELL WATER TOWER AND JAYCEE POOLS, O. F. 1501

**INITIATED BY:** PARK & RECREATION DEPARTMENT

**ACTION REQUESTED:** APPROVE AGREEMENT

**PREPARED BY:** PATTY REARDEN, DEPUTY PARK & RECREATION DIRECTOR

**PRESENTED BY:** JAMES SULLIVAN, PARK & RECREATION DIRECTOR

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**RECOMMENDATION:** Approve the attached agreement between the City of Great Falls and Interstate Engineering, Inc., in the amount of \$217,500 for the Rehabilitation of the Mitchell, Water Tower and Jaycee Pools, O. F. 1501.

**MOTION:** “I move the City Commission approve the attached professional services agreement with Interstate Engineering, Inc., in the amount of \$217,500 for the Rehabilitation of the Mitchell, Water Tower and Jaycee Pools, O.F. 1501, and authorize the City Manager to execute the agreement.”

**SYNOPSIS:** This agreement will provide professional services for Phase I and II for the Mitchell, Water Tower and Jaycee Pools’ project. Phase I includes preparation of the preliminary survey, permit applications, design, construction document preparation and bid opening for a total cost of \$96,500. Phase II includes construction administration, on-site project representative, testing, and project close-out. Costs for Phase II will be calculated at hourly billing rates with a maximum of \$121,000. The project is scheduled to begin design on December 20, 2006, bids will be awarded in April 2007, and construction will begin in June 2007, with final completion by July 1, 2008

**BACKGROUND:**

The community swimming pools were built and/or renovated in the 1960s. Due to the fact that the pools systems and infrastructures have deteriorated over time, the City was faced with significant capital and maintenance issues that included the following:

Mitchell Pool: Complete rehabilitation needed which included a gutter system, pool floor and wall rehabilitation, filtration/recirculation system, concrete deck, electrical/mechanical systems, filter room, pool heater, and backwash balance tank system. The improvements would bring the Mitchell Pool up to the current codes and decrease the chemical, natural gas and electrical costs.

Water Tower and Jaycee Pools: Both pools have deteriorated gutter systems with broken grate tiles, plaster spalling of the pool tank walls, heaving concrete decks, outdated and inefficient pool heaters, re-circulating pumps and systems were at the end of their useful life, restrooms

were not ADA accessible, and the dressing rooms needed to be renovated. Improvements to each facility will include new filtration/recirculation system, chemical feed rehabilitation, new concrete deck and fencing, pool floor and wall rehabilitation, deck equipment, electrical work and bathhouse rehabilitation.

The "rehabilitation project" was estimated to cost just under \$2.3 million. General Obligation Bond financing in the entire amount for a ten-year term was placed on the November 7, 2006 ballot. The General Obligation Bond passed with 15,158 voting to approve the bonds and 5,648 voting against approval. At the December 5, 2006 City Commission Meeting, the Commission approved Resolution #9627 to establish compliance with reimbursement bond regulations under the Internal Revenue Code. Approval of the professional services contract is the next step in the process. City Engineering and Park & Recreation staff will provide services wherever possible to control costs in Phase II of the contract.

Attachments: Professional Services Agreement (2 originals)

**AGREEMENT TO FURNISH ENGINEERING SERVICES**

to

**CITY OF GREAT FALLS, MONTANA**

for

**REHABILITATION OF THE MITCHELL OUTDOOR POOL AND  
THE WATER TOWER AND JAYCEE NEIGHBORHOOD POOLS  
O.F. 1501**

This Contract is subject to arbitration pursuant to the  
Uniform Arbitration Act, MCA Title 27, Chapter 5.

For the consideration hereinafter set forth, **INTERSTATE ENGINEERING, INC.** (hereinafter referred to as the Engineer) agrees to provide engineering and related services as described herein to **CITY OF GREAT FALLS, MONTANA** (hereinafter referred to as the Owner or the City) for a project generally described as follows (hereinafter the Project):

The renovation of the Mitchell Pool and the two Neighborhood Pools as outlined in the Aquatic Complex Review dated June 2005 consisting primarily of new pool tank lining systems, new filtration and recirculation piping, minor bathhouse renovations and new deck equipment.

**ARTICLE 1. SCOPE OF SERVICES**

The Engineer agrees to provide engineering and related services for the Owner's Project. Anticipated services include preliminary engineering and alternative analysis, engineering surveys, and design; bid assistance, construction contract administration, funding assistance and administration, and engineering services during construction.

The services to be provided, and the compensation for such services, shall be as mutually agreed to. Attachment 1, which by this reference is made a part of this Contract, outlines the initial scope of services undertaken, subject to future Amendments. Each specific service provided by the Engineer is listed. Future Amendments will be executed by both parties. Unless otherwise indicated in future Amendments, execution of an Amendment by the Owner shall constitute notice to and authorization for the Engineer to proceed with the services enumerated in the Amendment.

**ARTICLE 2. BASIS OF COMPENSATION**

**A. COMPENSATION**

As a consideration for providing the services covered under this Agreement, the Owner shall pay the Engineer a lump sum fee or the Engineer's current hourly rate schedule, whichever is appropriate, as described in Attachment 1 or future amendments.

**B. BUDGET**

The budget for the Scope of Services as established in each Amendment shall be negotiated by the parties at the time each service is authorized.

**C. CHANGE OF SCOPE**

The Scope of Services and its related budget for each service shall be limited to the scope and budget so contained therein. Changes in the indicated Scope of Services shall be subject to renegotiation and shall be implemented by a formal amendment to this agreement.

**D. BASIS OF COSTS**

The budgets listed in Attachment 1 are based on hourly rates and expenses estimated for completing the work in the time frames indicated in the Attachment. Should the services scheduled be delayed because of circumstances beyond the control of the Engineer, the basis of payment will be renegotiated to provide for additional costs of service.

**E. ADDITIONAL SERVICES**

Additional services not specified in Article 1, but subsequently requested by the Owner, shall be included in an appropriate Amendment and shall be written for the additional services.

**F. ALTERNATIVE DESIGNS**

If the Owner directs that competitive bids be taken for construction of alternative designs where this involves the preparation of designs, drawings, and specifications for alternative facilities not previously agreed to, the compensation to the Engineer shall be on the basis of an additional payment to be mutually negotiated at the time the Owner directs that alternative designs, drawings, and specifications be prepared.

**G. LITIGATION ASSISTANCE**

Engineer will not be obligated to provide expert witness or other litigation support related to its services, unless expressly agreed in writing. In the event Engineer is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a proceeding to which it is not a party, Owner shall reimburse Engineer for its costs and compensate Engineer at its then standard rates for the time it incurs in gathering information and documents and attending depositions, hearings, and the like.

### **ARTICLE 3. PAYMENT FOR SERVICES**

Payment to the Engineer, as prescribed in Article 2, shall be made as follows:

#### **A. PAYMENT FOR SERVICES**

Payment is due within 30 days after receipt of billing of the amount due for each service rendered.

#### **B. INTEREST**

If payment of the amounts due or any portion thereof is not made as prescribed above, interest on the unpaid balance will accrue at the rate of one percent (1%) per month and become due and payable at the time said overdue payments are made, unless delay in payment is due to improper, contested, or inadequate billing procedures followed by the Engineer. In the event of disputed or contested billing, only that portion so contested shall be withheld, and the undisputed portion shall be paid in accordance with the payment provision outlined herein.

### **ARTICLE 4. OBLIGATIONS OF THE ENGINEER**

#### **A. AUTHORIZATION TO PROCEED**

The Engineer will not begin work on any of the services listed in Article 1 until the Owner directs him to proceed. Authorization to proceed on work elements under this Agreement as to scope, cost, and time for completion shall be in the form of an Amendment as previously described.

#### **B. EXISTING SITE CONDITIONS**

The Engineer shall make reasonable inquiry and investigation to determine existing site conditions. Provided, however, Engineer does not guarantee or warrant existing site conditions and shall not be required to execute any document by which Engineer warrants or guarantees such conditions.

#### **C. ROLE OF THE ENGINEER ON-SITE**

If the Scope of Services provide for the Engineer to conduct on-site inspection, Engineer shall provide competent, trained personnel to provide such inspection. Engineer shall provide such inspection in a reasonably competent manner, with a duty to the Owner to reasonably require the contractors to construct the project in accordance with the project plans, with materials conforming to the project specifications, and in compliance with all Contract Documents and applicable laws and regulations. If the Scope of Services provides only for part-time inspection, the Engineer's duty hereunder will be based on what was observed or observable during the periods or the processes for which the Scope of Services provided for inspection.

The Engineer shall promptly notify the Contractor and Owner in writing of any work items observed which do not conform to the Contract Documents, and, if necessary or advisable to assure the quality of the project, immediately inform the Owner of the situation and require that the Contractor bring the work into conformity with the Contract Documents.

The duty of the Engineer hereunder, shall not relieve any contractor from its duty to construct the project in accordance with the project plans, with materials conforming to the project specifications, and in compliance with all applicable laws and regulations, and shall not create any duty of the Engineer to the contractors, the duty of inspection being a duty owed by the Engineer solely to the Owner.

Unless the Scope of Services specifically so provide, the Engineer shall not be responsible for assuring compliance by the contractors with safety precautions and programs incident to the contractors' work in progress.

Engineer shall not be responsible for any decision made on interpretations or clarifications of the Contract Documents given by Owner without consultation and advice of the Engineer.

#### D. SELECTION OF ON-SITE REPRESENTATIVE

The Owner reserves the right to review and approve the qualifications of the Engineer's on-site representative personnel. The Owner may request to interview the Engineer's on-site representative personnel prior to giving final approval.

#### E. ON-SITE REPRESENTATIVE

The Engineer's on-site representative personnel will make all reasonable efforts to guard the Owner against defects and deficiencies in the work of the contractors and to determine if the provisions of the Contract Documents are being fulfilled. The on-site representative will:

1. Perform material testing requirements at the interval specified in the Contract Documents.
2. Verify that the material and/or equipment being installed match the approved submittals.
3. Verify that the installation of equipment and/or materials appears to meet the requirements as shown in the Contract Documents.
4. Be present for, record events, and collect data during start-up of equipment and/or systems.
5. Interpret material testing results and reports from independent testing laboratories and/or manufacturer's reports.

6. Give prompt written notice to the Contractor and City of defective work, or work which does not conform to the Contract Documents.
7. Provide frequent written project status reports detailing the six items listed above, work schedules, and any concerns pertinent to the project.

#### F. OPINIONS OF PROBABLE CONSTRUCTION COSTS

Engineer's opinion of probable construction cost provided for herein are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional engineer generally familiar with the construction industry. It is the goal of the Engineer to provide accurate cost estimates based on past or similar projects and the Engineer's knowledge of construction. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner wishes greater assurance as to probable construction cost, Owner shall employ an independent cost estimator.

#### G. CONSTRUCTION PROGRESS PAYMENTS

The Engineer's recommendations to Owner for periodic construction progress payments shall be based upon Engineer's reasonable determination, based upon knowledge, information, selective sampling, and observation that the work has progressed to the point that such payment is required under the Contract Documents and that the work for which payment is recommended is in substantial compliance with the Contract Documents. Recommendation for partial payment will be made based on the Engineer's measured quantities and visual examination of the work. Such recommendations, however, shall not be deemed to represent that continuous, exhaustive, or detailed examinations or reviews of the work have been made by the Engineer to ascertain that the Contractor has completed the work in exact accordance with the Contract Documents nor that the final work will be acceptable in all respects. Recommendation of such payment does not infer that the Engineer has made an examination to ascertain how or for what purpose any construction Contractor has used the moneys paid on account of the Contract Price or that title to any of the work, materials, or equipment has passed to Owner free and clear of liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

#### H. STANDARD OF CARE

The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of Engineer's profession practicing under similar conditions at the same time and in the State of Montana. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.

## I. RECORD DRAWINGS

Record drawings will be prepared, in part, on the basis of information compiled and furnished by others and are not intended to represent all detail. The exact location or type of various components will be located by GPS or similar method. The Engineer will not be responsible for any errors or omissions that have been incorporated into the record drawings through the negligence or faulty information of others.

## J. CONFIDENTIAL INFORMATION

Although Engineer generally will not disclose without Owner's consent information provided by Owner or developed by Engineer in the course of its services and designated by Owner as confidential, Engineer shall not be liable for disclosing such information if it in good faith believes such disclosure is required by law or is necessary to protect the safety, health, property or welfare of the public. Engineer shall notify Owner of any such disclosure.

## K. CONFLICT OF INTEREST.

The Engineer covenants that it presently has no interest and will not acquire any interest, direct or indirect, in the project which would conflict in any manner or degree with the performance of its services hereunder. The Engineer further covenants that, in performing this Contract, it will employ no person who has any such interest.

## L. LIAISON.

The City's designated liaison with the Engineer is James Sullivan. The Engineer's designated liaison with the City is Brian Milne, P.E.

## M. REPORTS AND INFORMATION.

The Engineer will maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the City or its authorized representative, and will be retained for five years after the expiration of this Contract unless permission to destroy them is granted by the City.

## N. ACCESS TO RECORDS.

It is expressly understood that the Engineer's records relating to this Contract will be available during normal business hours for inspection by the City, by the agency or financial institution providing funding for the project, and, when required by law, the federal Office of the Inspector General, or Montana Legislative Auditor.



O. PRECONSTRUCTION CONFERENCE.

After the construction contract(s) for the project contemplated by this Contract have been awarded, but before the start of construction, a conference will be held for the purpose of familiarizing the successful bidder with the federal and State requirements which apply to projects funded in whole or in part through any governmental agency. Additionally, discussions will take place on such matters as project supervision, coordination with city or county officials, on-site inspections, progress schedules and reports, payrolls, payments to contractors, contract change orders, insurance, safety and other items pertinent to the project. The Engineer may be responsible for conducting this conference.

P. INDEPENDENT CONTRACTOR.

It is understood by the parties hereto that the Engineer is an independent contractor and as such neither it nor its employees, if any, are employees of the City for purposes of tax, retirement system, or social security (FICA) withholding. It is further understood that pursuant to §39-71-401, MCA, the Engineer has obtained, and will maintain at its expense for the duration of this Contract, coverage in a workers' compensation plan for its principals and employees for the services to be performed hereunder.

**ARTICLE 5. OBLIGATIONS OF THE OWNER**

A. AUTHORIZATION TO PROCEED

Authorize the Engineer to proceed prior to the Engineer starting work on any of the services listed in Article 1 by executing this Agreement and future Amendments.

B. OWNER'S REPRESENTATIVE

Designate a person to act as Owner's representative with respect to the services to be performed or furnished by Engineer under this Agreement. Such person will have complete authority to transmit instructions, receive information, interpret and define Owner's policies and decisions with respect to Engineer's services for this Project.

C. PROJECT REQUIREMENTS

Provide all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications.

D. OWNER-FURNISHED DATA

Provide to the Engineer all technical data in the Owner's possession, including previous reports, maps, surveys, borings, and all other information required by the Engineer and relating to the Engineer's work on the project. Such information shall include, but not be limited to, the Owner's

requirements for the project, any design criteria or constraints, and copies of design and construction details or standards that Owner requires to be included. Engineer may rely upon the accuracy, timeliness, and completeness of the information provided by the Owner in performing Engineer's services to the Owner.

E. ACCESS TO FACILITIES AND PROPERTY

Make its system facilities and properties available and accessible for inspection by the Engineer and provide labor and safety equipment as required by the Engineer and as authorized by Owner.

F. ADVERTISEMENTS, PERMITS, AND ACCESS

Pay all costs and be responsible for publishing advertisements for bids and for obtaining permits and licenses that may be required by local, state, or federal authorities and shall secure the necessary land, easements, and rights-of-way, and shall provide access as necessary for the Engineer to perform his services on public or private property as required, unless as otherwise specified herein.

G. TIMELY REVIEW

The Owner shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Engineer, obtain advice of an attorney, insurance counselor, accountant, auditor, and other consultants as Owner deems appropriate for such examination and render in writing decisions pertaining thereto in a timely manner so as to not delay the services of Engineer.

H. PROMPT NOTICE

The Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of any development that affects the scope or timing of Engineer's services or any defect in the work of the Engineer or Contractors.

**ARTICLE 6. GENERAL LEGAL PROVISIONS**

A. FORCE MAJEURE

Engineer shall not be responsible for any delay or failure of performance caused by fire or other casualty, labor dispute, government or military action, transportation delay, inclement weather, Act of God, act or omission of Owner or its contractors, failure of Owner or any government authority to timely review or to approve the services or to grant permits or approvals, or any other cause beyond Engineer's reasonable control, and Engineer's compensation shall be equitably adjusted to compensate it for any additional costs it incurs due to any such delay.

## B. INDEMNIFICATION

The Engineer waives any and all claims and recourse against the City, including the right of contribution for loss and damage to persons or property arising from, growing out of, or in any way connected with or incident to the Engineer's performance of this contract except for liability arising out of concurrent or sole negligence of the City or its officers, agents or employees. Further, the Engineer will indemnify, hold harmless, and defend the City against any and all claims, demands, damages, costs, expenses or liability arising out of the Engineer's performance of this Contract except for liability arising out of the concurrent or sole negligence of the City or its officers, agents or employees.

## C. NON DISCRIMINATION PROVISION

The Engineer hereby declares that 1) all hiring is done on the basis or merit and qualifications and 2) that there is no discrimination by the persons performing this contract on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.

## D. LEVEL OF ENGINEERING EFFORT

The Owner and Engineer recognize that established compensation schedules and cost guidelines, plus previous experience and estimates of work efforts, were used in negotiating the basis of compensation in this Agreement. The Owner and Engineer further recognize that it is cost-prohibitive to the Owner to expect or require an absence of construction Contract Change Orders because of Contract Document ambiguities, inconsistencies, and/or discrepancies on a project of this type. Said guidelines and estimates and resulting basis of compensation, therefore, reflect a generally recognized level of engineering effort and professional competence that represent a balance between additional project costs directly attributable to said Change Orders and the necessary additional engineering changes to minimize or eliminate said Change Orders.

## E. TERMINATION

(a) Termination for convenience of Owner.

This Agreement may be terminated by the Owner for its convenience by giving 30 days written notice to the Engineer.

(b) Termination due to loss of funding.

This Contract will terminate, in whole or in part, at the discretion of the City in the event that the grant funding for the project is reduced or terminated so as to prevent the City from paying the Engineer with grant funds. In this event, the City will give the Engineer advance written notice which sets forth the effective date of the termination and explain that the termination is due to a loss or reduction of the grant.

(c) Termination for cause.

(i) If the City determines that the Engineer has failed to comply with the terms and conditions of the Contract, it may terminate this Contract in whole or in part at any time before the date of completion. If the Engineer fails to comply with any of the terms and conditions of this Contract, the City may give notice, in writing, to the Engineer of any or all deficiencies claimed. The notice will be sufficient for all purposes if it describes the default in general terms. If all defaults are not cured and corrected within a reasonable period to be specified in the notice, City may, with no further notice, declare this Contract to be terminated. The Engineer will thereafter be entitled to receive payment for those services reasonably performed to the date of termination less the amount of reasonable damages suffered by the City by reason of the Engineer's failure to comply with this Contract.

(ii) notwithstanding the above, the Engineer is not relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by the Engineer, and the City may withhold any payments to the Engineer for the purpose of setoff until such time as the exact amount of damages due the City from the Engineer are determined.

In the event of termination, the Engineer shall be paid in full for all work previously authorized and performed up to the termination date.

#### F. CONDITIONAL AGREEMENT.

It is expressly understood by the parties hereto that this Contract is dependent and conditioned upon the receipt by the City of grant funds from governmental agencies and that in the event that said funds are not provided, the City incurs no responsibilities or liabilities under this Contract.

#### G. SUSPENSION, DELAY, OR INTERRUPTION OF WORK

The Owner may suspend, delay, or interrupt the work of the Engineer on the project for the convenience of the Owner or for reasons beyond the control of the Owner or Engineer.

In the event of such suspension, delay, or interruption, an adjustment in compensation due the Engineer shall be made for all increases in cost of the Engineer's performance under this Agreement, including personnel relocation and/or replacement costs, and all other identifiable labor and expense costs.

#### H. SEVERABILITY

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

## I. VENUE

In the event of litigation concerning this Agreement, venue shall be in the Eighth Judicial District in and for the County of Cascade, Montana, and this Agreement shall be governed by the laws of the State of Montana both as to interpretation and performance.

## **ARTICLE 7. GENERAL PROVISIONS**

### A. ACCESS TO DOCUMENTS

It is expressly understood that the Engineer's records relating to this Agreement will be available during normal business hours for inspection by the Owner, or authorized representative of the above.

### B. OWNERSHIP AND PUBLICATION OF MATERIALS.

All reports, information, data, and other materials prepared by the Engineer pursuant to this Contract are to be the property of the City and the agency or agencies providing grant funding for the project, which have exclusive and unrestricted authority to release, publish or otherwise use, in whole or part, information relating thereto. Any reuse without written verification or adaptation by the Engineer for the specific purpose intended will be at the Owner's sole risk and without liability or legal exposure to the Engineer. No material produced in whole or part under this Contract shall be subject to copyright or patent in the United States or in any other country without the prior written permission of the City and the agency or agencies providing grant funding for the project.

### C. ELECTRONIC TRANSFER OF DOCUMENTS

The Engineer will furnish to the Owner, upon request, drawings in electronic media (disk) format. Copies of documents that may be relied upon by Owner are limited to the printed copies also known as hard copies that are signed and sealed by the Engineer. Plot files in electronic media format of text, data, graphics, or of other types that are furnished by the Engineer to the Owner, are only for the convenience of the Owner and others. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60-days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. Engineer shall not be responsible to maintain documents stored in electronic media format after acceptance by the Owner.

When transferring documents in electronic media format, Engineer makes no representation as to long term compatibility, usability, or readability of documents resulting from the use of software

application packages, operating systems, or computer hardware differing from those used by Engineer at the beginning of this project.

#### D. DISPUTE RESOLUTION

Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("disputes"), to mediation by an independent party agreed to by the Owner and Engineer prior to either of them initiating against the other a demand for arbitration.

All disputes between Owner and Engineer not resolved by mediation will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This agreement to arbitrate and any other agreement or consent to arbitrate entered into in accordance herewith will be specifically enforceable under the prevailing law of any court having jurisdiction.

Notice of the demand for arbitration must be filed in writing with the other party to the Agreement and with the American Arbitration Association. The demand must be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event may the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

#### E. LEGAL FEES.

In the event either party incurs legal expenses to enforce the terms and conditions of this Contract, the prevailing party is entitled to recover reasonable attorney's fees and other costs and expenses, whether the same are incurred with or without suit or by alternative dispute resolution processes.

**ARTICLE 8. DESCRIPTION AND SIGNATURES**

**A. AGREEMENT DESCRIPTION; PROHIBITION OF ASSIGNMENT OR SUBCONTRACTING.**

This Agreement (consisting of pages 1 to 13 inclusive; including Attachment 1, pages 1 to 3, inclusive; including Attachment 2, pages 1 to 2, inclusive; and Attachment 3 (1page) constitute the entire Agreement between the Owner and the Engineer and supersedes all prior written or oral understandings. No statements, promises, or inducements made by either party, or agents of either party, which are not contained in this written Contract, are valid or binding. This Contract may not be enlarged, modified or altered except upon written agreement signed by both parties hereto. The Engineer may not subcontract or assign its rights (including the right to compensation) or duties arising hereunder without the prior written consent of the City. Any subcontract or assignee will be bound by the terms and conditions of this contract.

**DATED** this \_\_\_\_ day of \_\_\_\_\_, 2006.

**OWNER**  
CITY OF GREAT FALLS

**ENGINEER**  
INTERSTATE ENGINEERING, INC.

\_\_\_\_\_  
City Manager – John Lawton

\_\_\_\_\_  
Brian Milne, P.E., President

\_\_\_\_\_  
ATTEST: City Clerk, Peggy Bourne

\_\_\_\_\_  
APPROVED AS TO FORM:  
(City Attorney – David Gilko)

**AGREEMENT TO FURNISH ENGINEERING SERVICES**

to

**CITY OF GREAT FALLS, MONTANA**

for

**REHABILITATION OF THE MITCHELL OUTDOOR POOL AND  
THE WATER TOWER AND JAYCEE NEIGHBORHOOD POOL  
O.F. 1501**

**ATTACHMENT ONE**

**PHASE I: PREPARE PRELIMINARY SURVEY, PERMIT APPLICATIONS, DESIGN,  
CONSTRUCTION DOCUMENT PREPARATION AND CONDUCT BID OPENING**

**PHASE II: CONSTRUCTION ADMINISTRATION, ON-SITE PROJECT  
REPRESENTATIVE, TESTING AND PROJECT CLOSE-OUT**

This Attachment provides for professional engineering services to be performed by **INTERSTATE ENGINEERING, INC.** (hereinafter the Engineer), for the **CITY OF GREAT FALLS, MONTANA** (hereinafter the Owner), in accordance with Article 1 of the Agreement to Furnish Engineering Services to **GREAT FALLS**, dated \_\_\_\_\_ (hereinafter the Agreement).

**ARTICLE 1. SCOPE OF SERVICES**

The Engineer agrees to furnish the following professional engineering services in connection with completing the aquatics complex renovations for the City of Great Falls. The tasks for each phase are found on Attachment 2.

- A. **PHASE I: PREPARE PRELIMINARY SURVEY, PERMIT APPLICATIONS, DESIGN, CONSTRUCTION DOCUMENT PREPARATION AND CONDUCT BID OPENING**
  - a. The Engineer will review current project components for compliance with the Department of Environmental Quality (DEQ) regulation. Interstate Engineering, Inc. will start the design of the proposed improvements and make recommendations to DEQ and the City regarding the recommended design alternatives and project schedule.
  - b. The Engineer will perform field surveys, which will be used as the basis of the mapping required for design and the preparation of the plans.
  - c. The Engineer will prepare a layout of the proposed swimming pool improvements that will be constructed including incidental construction items. These layouts will be reviewed with the City and will include updated cost estimates.
  - d. The Engineer will prepare final contract documents (i.e. plans and specifications) for the construction of the proposed improvements. These documents will be reviewed with the City for concurrence along with the DEQ and all funding agencies office for project approval.



- e. The Engineer will prepare the advertisement, prepare and distribute the Invitation for Bids. Owner will place advertisement.
  - f. The Engineer will provide bidders and material suppliers with plans and specifications for their use during the bidding period. Interstate Engineering, Inc. will answer contractor and material supplier questions and issue any addenda, which may be necessary during the bidding period.
  - g. The Engineer will attend the bid opening and in conjunction with the City and their attorney, review all bids received for compliance with the bidding requirements.
  - h. The Engineer will evaluate all bids received, prepare bid tabulation and make a recommendation for award of the construction contract to the lowest responsible bidder.
  - i. The Engineer will prepare construction contract documents in conformance with the applicable funding agencies requirements. This will include the review of the contractor's bonds and insurance. Following the preparation and review of the contract documents, the documents will be submitted to the City's attorney for final review and then to the Commission for approval.
- B. PHASE II: CONSTRUCTION ADMINISTRATION, ON-SITE PROJECT REPRESENTATIVE, TESTING AND PROJECT CLOSE-OUT**
- a. The Engineer will hold a preconstruction conference to review funding agency requirements, project schedule, owner-engineer-contractor responsibilities, and construction payment request procedures.
  - b. The Engineer will provide field staking and fulltime construction observation services as necessary during construction. Construction observation will be provided on a daily basis during the installation of all underground improvements and as required during key times for construction of above ground improvements. Our field representative will maintain a daily inspection record documenting project quantities, contractor work force and contractor equipment. We will provide copies to the Owner on a regular basis. The purpose of these on-site observations is to provide the owner with a great deal of confidence that the project has been constructed in accordance with the plans and specifications.
  - c. The Engineer will conduct weekly progress meetings with the Contractor and the Owner regarding project progress, necessary street closures, field staking requirements, material testing requirements, etc.
  - d. The Project Manager for Interstate Engineering, Inc. will visit the job site on a regular basis to review the construction activities. The Project Manager will attend City Commission meetings as necessary to discuss project status and answer questions.
  - e. The Engineer will review and prepare the Contractor's monthly request for payment and submit the request to the City for approval and processing.
  - f. The Engineer will serve as the Owners designated labor standards officer to assure compliance with the wage rate and labor requirements for the project.
  - g. The Engineer will assist the Owner with closeout activities including final inspections, lien waivers, project certifications, warranties, etc.
  - h. The Engineer will coordinate the two-year field review and final observation certification.

- i. The Engineer will prepare record drawings for the Owner and the Montana Department of Environmental Quality. Interstate Engineering, Inc. will prepare operation and maintenance manuals necessary for the new improvements.
- j. The Engineer will be available following the completion of construction activities to answer questions the Owner may have regarding the improvements or their operation.

**ARTICLE 2. SCHEDULING**

Phase I (Design) is anticipated to be completed so a bid opening can be scheduled no later than April 4, 2007. Phase II (Construction Administration) is anticipated to be completed including project close-out by July 1, 2008.

**ARTICLE 3. COMPENSATION**

Compensation for the services listed under Article 1, Scope of Services, shall be a lump sum not to exceed (SEE BELOW). Each specific service provided by the Engineer is listed and the maximum amount that the City will pay for each of these services is shown below. The amount to be paid will be calculated according to the hourly billing rates for various personnel as shown in Attachment 3. The Engineer may submit monthly requests accompanied by an itemized invoice describing the services furnished, the number of hours worked to accomplish each item, the amount being billed for each item, a description of any other eligible expenses incurred during the billing period, and the total amount being billed.

PHASE I:	LUMP SUM	\$ <u>96,500.00</u>
PHASE II:	NOT TO EXCEED	\$ <u>121,000.00</u>

**Attachment 2**  
**Project Scope and Schedule**  
**Great Falls, MT**  
**November 2006**

Basic Design\Bidding Services

- ★ Prepare technical specifications for Mitchell Pool to address:
  - Outline site demolition items and prepare a demolition plan.
  - Remove the existing concrete gutter and install a new stainless steel gutter system. This gutter system will be used for both return and supply water.
  - Remove the perimeter concrete deck and replace with new concrete deck with an average width of 20 feet.
  - Install two new main drains and raise the floor of the diving bay about 2 feet. A new concrete floor will be poured to encase the new main drains.
  - Replace the vacuum D.E. filter with a new vacuum sand filter.
  - Install new PVC return and supply water lines from the new main drains and new gutter system to the new filter system.
  - Plug the existing floor inlets in the pool tank and install new PVC liner system. The liner system will have racing lane lines installed.
  - Cut a new inlet sump for the water slides that is flush with the sidewalls of the pool.
  - Add a small addition in the location of the existing D.E. filter sump and chemical feed room to house the new chemical feed equipment, new vacuum sand filter and new pool heater.
  - Install a backwash balance tank to mitigate the low pumping capacity of the existing lift station.
- ★ Prepare technical specifications for Neighborhood Pools to address:
  - The concrete gutter will be demolished and replaced with a new stainless steel gutter system.
  - The concrete decks and chain link fence will be removed, expanded and replaced.
  - A new PVC liner will be installed into each pool tank.
  - A new pressure sand filter system will be installed that includes a new chemical feed system.
  - The pool heaters will be replaced.
  - The bathhouses will have minor rehabilitation done, primarily replacing doors, change out fixtures, HA accessibility, etc.
  - A lift system will be designed at both pools.
- ★ Prepare bidding documents.
- ★ Analyze the bids and make award recommendations.
- ★ Prepare the construction contracts.

**These items will be completed for a lump sum of \$96,500.00**

Construction Administration

- ★ Conduct a preconstruction conference.
- ★ Provide on-site visits as necessary.
- ★ Train city staff on key items to note during construction.
- ★ Provide bi-weekly updates.
- ★ Perform a final inspection.
- ★ Prepare periodic and final pay estimates.
- ★ Complete project close-out documents.
- ★ Final construction inspection and follow-up with warranty inspection.

**The cost for these services will be billed at our hourly rates as shown in Attachment 3 not to exceed \$121,000.00.**

**Project Schedule**

Complete Contracts and Start Design	December 19, 2006
Complete Draft Plans and Specifications for all Three Complexes and Submit to City Staff and DEQ for Review	March 9, 2007
Advertise for Bids	March 18, 2007 March 25, 2007
Bid Opening	April 4, 2007
Bid Award	April 17, 2007
Begin Construction on Neighborhood Pool (Water Tower)	June 1, 2007
Begin Construction on Mitchell Pool	September 4, 2007
Begin Construction on Neighborhood Pool (Jaycee)	September 1, 2007
Complete Neighborhood Pool (Water Tower)	November 1, 2007
Complete Mitchell Pool	July 1, 2008
Complete Neighborhood Pool (Jaycee)	July 1, 2008

**ATTACHMENT #3  
SCHEDULE OF RATES**

1. Engineers

(A)	Staff Engineer	\$ 70.00 per hour
(B)	Project Engineer	\$ 87.00 per hour
(C)	Senior Project Engineer	\$120.00 per hour
(D)	Senior Traffic Engineer	\$140.00 per hour
(E)	Principal Engineer	\$155.00 per hour

2. Surveyors

(A)	Senior Land Surveyor	\$115.00 per hour
(B)	Land Surveyor	\$ 85.00 per hour
(C)	GPS Surveyor	\$122.00 per hour
(D)	Party Chief	\$ 70.00 per hour
(E)	Field Assistant	\$ 37.00 per hour
(F)	Recordation Per Monument	\$ 25.00 per monument
(G)	Plat Certification	\$ 25.00 per certification
(H)	All Terrain Vehicle	\$ 50.00 per day

3. Technicians

(A)	Senior Technician	\$ 85.00 per hour
(B)	Technician	\$ 57.00 per hour
(C)	Field Assistant	\$ 37.00 per hour

4. Draftspersons - Clerical - Computer

(A)	Senior Draftsperson	\$ 90.00 per hour
(B)	Draftsperson	\$ 57.00 per hour
(C)	Computer Specialist	\$ 83.00 per hour
(D)	Clerical	\$ 38.00 per hour

5. Chargeable Expenses

(A)	Subsistence at actual cost	
	Automobiles	\$ 0.50 per mile
	2 Wheel Drive Survey Vehicles	\$ 0.55 per mile
	4 Wheel Drive Survey Vehicles	\$ 0.60 per mile
	Aircraft	Actual Cost
(B)	Long distance, telephone, telegraph and any but ordinary first-class postage at actual cost.	
(C)	Cost of surveying materials, filing fee, drafting materials and other materials required for the job at actual cost plus 25%.	
(D)	Printing	
	1. 8½" x 11"	\$ 0.15 per page
	2. 11" x 17"	\$ 0.25 per page
	3. Blueline (24" x 36")	\$ 2.50 per sheet
	4. Mylar (24" x 36")	Cost Plus 10%
(E)	Subconsultant Services at Actual	Cost Plus 10%
(F)	Any and all sales and use tax, TERO or other special fees, which apply to this contract.	

AGENDA REPORT

DATE December 19, 2006

ITEM Community Recreation Center Concession/Cafe Use Permit

INITIATED BY Park & Recreation Department

ACTION REQUESTED Approve Concession/Cafe Use Permit

PREPARED AND PRESENTED BY James Sullivan, Park & Recreation Director

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**RECOMMENDATION:**

Staff recommends the City Commission approve the Concession/Cafe Use Permit at the Community Recreation Center to Cian Enterprises, Inc.

**MOTION:**

“I move the City Commission approve the Concession/Cafe agreement to Cian Enterprises, Inc.”

**SYNOPSIS:**

The proposed Use Permit is for seven (7) years with the following schedule of rental:

- January 2007 – December 2007: \$1200/month and 5.5% of gross inside sales/catering and 1% of outside catering
- January 2008 – December 2008: \$1250/month and 5.5% of gross inside sales/catering and 1% of outside catering
- January 2009 – December 2009: \$1300/month and 5.5% of gross inside sales/catering and 2% of outside catering
- January 2010 – December 2010: \$1350/month and 5.5% of gross inside sales/catering and 2% of outside catering
- January 2011 – December 2011: \$1400/month and 5.5% of gross inside sales/catering and 2% of outside catering
- January 2012 – December 2012: \$1450/month and 5.5% of gross inside sales/catering and 2% of outside catering
- January 2013 – December 2013: \$1500/month and 5.5% of gross inside sales/catering and 2% of outside catering

**BACKGROUND:**

The City Commission approved a lease for concessions at the Community Recreation Center in 1997 with Good Eats Concessions and Catering; that agreement was to expire in 2007. Good Eats’ owners made a decision to retire and sold the business to Cian Enterprises, Inc. The City would like to continue the concessions and café services at the Community Recreation Center with Cian Enterprises. Cian Enterprises will offer the same services as provided by Good Eats Concessions, but also plan to expand menu options and hours. Good Eats’ lease will be terminated effective December 31, 2006 and the Use Permit for Cian Enterprises will begin January 1, 2007 for a period of seven years.

The Park and Recreation Advisory Board approved/disapproved the lease at its December 11, 2006 Board Meeting.

**COMMUNITY RECREATION CENTER CONCESSION/CAFE AGREEMENT**

**THIS CONCESSION/CAFE AGREEMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2006, by and between the City of Great Falls, Montana, a municipal corporation, hereinafter referred to as "City," and Cian Enterprises, Inc., c/o John Williams, 113 2<sup>nd</sup> Street NW, Great Falls, Montana 59404, Phone 727-0335, hereinafter referred to as "*Concessionaire*".

**WITNESSETH:**

**WHEREAS**, after due consideration of written proposals for the operation of the Recreation Center Concession/Cafe, the City has accepted the proposal and qualifications of the *Concessionaire*; and,

**WHEREAS**, the parties hereto have reached an understanding concerning the operation of said concessions do hereby agree and covenant as follows:

**1. PURPOSE**

It is the intent of the contract to provide an exclusive privilege for a food and beverage concession and catering operation at the Recreation Center. All food stuff and commodities sold by *Concessionaire* shall be of the best quality, all service shall be prompt and courteous, all personnel shall be clean and presentable and the facility, including all equipment, shall be kept in accordance with required health standards.

**2. TERM OF LEASE**

The term of this lease shall be for seven (7) years beginning January 2007. This lease may be terminated with just cause prior to the expiration of this term by either party giving written notice not less than sixty (60) days prior to the annual anniversary date of this lease.

**3. RENTAL**

The concession area consists of café, kitchen, and shared use of the large meeting room (see attached Exhibit).

In consideration therefore, the *Concessionaire* shall pay the City a rental based on the following schedule:

January 2007 – December 2007: \$1200/month and 5.5% of gross inside sales/catering and 1% of outside catering  
January 2008 – December 2008: \$1250/month and 5.5% of gross inside sales/catering and 1% of outside catering  
January 2009 – December 2009: \$1300/month and 5.5% of gross inside sales/catering and 2% of outside catering  
January 2010 – December 2010: \$1350/month and 5.5% of gross inside sales/catering and 2% of outside catering  
January 2011 – December 2011: \$1400/month and 5.5% of gross inside sales/catering and 2% of outside catering  
January 2012 – December 2012: \$1450/month and 5.5% of gross inside sales/catering and 2% of outside catering  
January 2013 – December 2013: \$1500/month and 5.5% of gross inside sales/catering and 2% of outside catering

Gross revenue will include all sales associated with the concession operation, including off premise catering if the food is prepared at the Recreation Center.

Payments shall be made monthly, based on a flat rate and a percentage of gross sales, on or before the fifteenth (15<sup>th</sup>) day of each month for the preceding month. On or before the 15<sup>th</sup> of each month, the *Concessionaire* will provide, to the City, an accounting record report, including daily reports with cash register tape, for the previous month's business. Such required reports must be submitted in a complete, neat and timely manner.

*Concessionaire* shall be responsible for providing and maintaining cash registers capable of keeping required information accumulated by cash register transactions. *Concessionaire* shall record all food and beverage sales, including any related catering or special events in such cash registers containing a tape which records and identifies the date of the sale and the amount of each transaction.

On or before April 15<sup>th</sup> of each year, the *Concessionaire* will provide to the City's Park and Recreation Director a financial report, including all gross receipts for the year's operation. The financial report will be certified by a public accountant. Any additional rental owed, based on the above schedule, will be paid in full on or before April 15 of each year.

**4. INSPECTION AND USE OF THE SITE**

- a) The Park and Recreation Director, hereafter referred to as "Director" or his representative shall at all times have inspection access to the Concession/Cafe Area or any other areas used by *Concessionaire*;
- b) The *Concessionaire* shall make no alterations, changes or revamping, moving or remodeling of the premises, without prior written permit signed by the Director, and in addition thereto, shall obtain all permits required for such work under city ordinance. Any such alterations or additions shall be the sole responsibility of the *Concessionaire* in the concession area, inclusive of any and all financial, material, or labor considerations, and will become the property of the City upon termination of this lease;
- c) The City shall furnish all water, electricity, gas for operation of the concession;
- d) All storage of material and equipment shall be within premises described;
- e) *Concessionaire* will be responsible for all damage to property, public or private that may be caused by this operation in the performance of this agreement.

**5. MAINTENANCE**

The *Concessionaire* shall conduct ordinary day to day maintenance and minor repairs necessary to keep the concession/café area in acceptable condition. The City will be responsible for major repairs, including but not limited to water, sewer, electrical, plumbing, heating, cooling and City owned equipment.

**6. CLEAN UP**

The *Concessionaire* shall keep the counter, tabletop, chairs, walls, fixtures, cooking areas, and floors cleaned in accordance with the requirements of the City/County Health Department and ordinances and regulations of the State of Montana. All Health Department reports shall be immediately transmitted to the Park and Recreation Director for review. *Concessionaire* shall furnish all cleaning supplies and materials needed to maintain the concession premises in the above described manner.

**7. EQUIPMENT INVENTORY**

An inventory of city-owned equipment will be made jointly by the *Concessionaire* and the City. A listing of that beginning equipment and fixture inventory will be made an attachment to this agreement. *Concessionaire* is responsible for providing all the necessary kitchen equipment.

**8. PAYMENTS**

The *Concessionaire* shall pay when due all bills, debts, and obligations incurred by the concession operations and will not permit the same to become delinquent or in any way impair the rights of the City under this agreement.

**9. PERMITS AND LICENSES**

The *Concessionaire* shall procure, supply, and post all permits and licenses necessary to be procured for carrying on of the concession. The *Concessionaire* shall pay all taxes annexed or levied against his business or merchandise.

**10. HOURS AND BUILDING SECURITY**

a) The *Concessionaire* shall open daily for the accommodations of Recreation Center patrons, special events, and other users of the Recreation Center. Daily operating hours will be from 8:00am - 4:00pm Monday through Friday. The *Concessionaire* agrees to open the concession, upon request by the City, for special functions or events at the Center, if it is mutually agreed that it will be financially profitable. The *Concessionaire* will be allowed to use discretion regarding closing during periods of non activity.

**11. SIGNS**

No display signs, menus, or advertising materials of any kind shall be used or placed on the exterior of the building except with prior approval of the Park and Recreation Director.

**12. ASSIGNMENT**

The *Concessionaire* shall not assign or sublet this lease, or any right, privilege of interest thereunder,



directly or indirectly, without prior written permission of the City.

**13. VERBAL AGREEMENTS**

Verbal agreements with any officer, agent or employees of the City either before or after execution date of this agreement shall not affect or modify the terms or obligations contained in this agreement.

**14. INDEMNITY AND INSURANCE**

a) The *Concessionaire* shall indemnify and save the City harmless from and against any loss, damage, or liability occasioned by, growing out of, or arising or resulting from any default hereunder, or any tortious or negligent act on the part of the *Concessionaire* or it's agents or employees; and for *Concessionaire* or it's agents or employees; and for such purpose the *Concessionaire* shall procure and maintain in full force and effect during the terms of this agreement, liability insurance, including product liability, in a reliable company or companies with a minimum policy limit of \$1,000,000 single limit per occurrence; \$2,000,000 aggregate property damage each occurrence; and naming the City of Great Falls as an additional insured party on the policy to be evidenced by a certificate of insurance presented to the Park and Recreation Director on or before September 1st of each year.

b) The *Concessionaire* will be required to carry sufficient Worker's Compensation insurance to cover employees.

c) The City shall maintain fire and extended coverage insurance on the building and City-owned equipment but not on other contents of the building. *Concessionaire* may purchase insurance of such amounts and types as desired to protect its equipment and inventory.

d) *Concessionaire* and its employees will operate as an independent contractor and are not considered to be the City of Great Falls employees. *Concessionaire* shall comply with all local, state and Federal laws and regulations pertaining to non discrimination and equal opportunity in the area of employment, subcontracting and use of City facilities.

**15. ALCOHOLIC BEVERAGES**

The *Concessionaire* shall not permit any alcoholic beverages to be sold or consumed on the premises during the term of this agreement, unless prior approval is received from the City and all required permit and insurance requirements are met.

**16. DELIVERY AFTER TERMINATION**

The *Concessionaire* will deliver the concession area, and all city-owned equipment to the City at the termination of this agreement in good condition and state of repair as when received except for ordinary wear and tear or damage caused by an Act of God.

**17. MUTUAL COVENANTS**

It is mutually agreed by and between the City and *Concessionaire*:

a) If *Concessionaire* shall pay the rental as herein provided and shall keep, observe, and perform all of the other covenants of this lease by *Concessionaire* to be kept, performed and observed, *Concessionaire* shall, and may, peaceably and quietly, have, hold and enjoy the said premises for the term aforesaid; and

b) The concession is located in the Community Recreation Center, which is owned and held by the City of Great Falls for the use and benefit of the general public, and that should the City determine that said premises are needed for any other purpose whatsoever, to be used by the general public or for the public good, the City shall have the right and privilege of canceling and terminating this lease upon giving the *Concessionaire*

sixty (60) days notice in writing of its intention to cancel and terminate this lease; and

c) This lease and all the covenants and provisions herein contained, shall inure to the benefit of and be binding upon the successors and assigns any right, title or interest whatsoever; and

d) If *Concessionaire* shall at any time be in default in the payment of rent herein reserved, or in the performance of any of the covenants or provisions of this lease, and *Concessionaire* shall fail to remedy such default within fifteen (15) days after written notice thereof from the City, it shall be lawful for the City to enter upon the premises, and again, repossess and enjoy the same as if this lease had not been made, and thereupon this lease and everything herein contained on the part of the City to be done and performed shall cease and terminate, without prejudice, however, to the right of the City to recover from *Concessionaire* all rent due up to the time of such entry; in the case of any such default and entry by the City, the City may relet said premises for remainder of said term for the highest rent obtainable and may recover from *Concessionaire* any deficiency between the amount so obtained and the rent herein reserved.

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be executed by the persons duly authorized thereto the day and year first hereinabove written.

CITY OF GREAT FALLS

\_\_\_\_\_  
John W. Lawton, City Manager

ATTEST:

\_\_\_\_\_  
Peggy J. Bourne, City Clerk

\_\_\_\_\_  
Cian Enterprises, Inc.

\_\_\_\_\_  
Cian Enterprises, Inc.

APPROVED FOR LEGAL CONTENT:

\_\_\_\_\_  
David V. Gliko, City Attorney

(SEAL OF CITY)

CITY OF GREAT FALLS, MONTANA

AGENDA # 16

AGENDA REPORT

DATE December 19, 2006

ITEM Final Payment to Forde Nursery – North Entry Landscaping Phase II CTEP Project, O.F. 1306.4

INITIATED BY Park & Recreation Department

ACTION REQUESTED Authorize Final Payment to Forde Nursery

PREPARED BY Sherry Marshall, Planner I

APPROVED AND PRESENTED BY Benjamin Rangel, Planning Director

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**RECOMMENDATION:**

It is recommended the City Commission authorize final payment to Forde Nursery for Phase II, North Entry Landscape CTEP Project.

**MOTION:**

“I move the City Commission authorize final payment of \$1,990.25 to Forde Nursery and \$18.60 to the State Miscellaneous Tax Division for the North Entry Landscaping-Phase II Project.”

**PROJECT TITLE:** NORTH ENTRY LANDSCAPING-GTF

**CONTRACT AMOUNT:** \$39,702.00

**BACKGROUND:**

This entryway improvement/beautification project was divided into two phases to allow for the most efficient use of funds. Phase I was completed in spring 2005. Phase II, the installation of 178 trees along a portion of 15<sup>th</sup> St. NE, and along the Old Havre Highway, is now complete.

Project design was performed by the Great Falls architectural firm of L’Heureux Page Werner. Construction of the project was awarded to Forde Nursery on February 7, 2006. Construction oversight was performed by Jon Thompson, Natural Resources Manager. The City Planning Department performed project administration.

To date, Forde Nursery has been paid \$35,193.15, with a final payment request for \$2008.85. The remaining contract balance of \$2,500.00 was not needed to complete the project and will not be used. Therefore, the total amount paid to Forde under this contract will be \$37,202.00.

Attachment: Final Contractor Claim (Not available online; on file in City Clerk’s Office)

cc: Jon Thompson, Natural Resources Manager

AGENDA REPORT

DATE December 19, 2006

ITEM: FINAL PAYMENT – 1<sup>ST</sup> AND 2<sup>ND</sup> AVENUES NORTH WATER MAIN REPLACEMENT, O. F. 1450

INITIATED BY: PUBLIC WORKS DEPARTMENT/ENGINEERING DIVISION

ACTION REQUESTED: APPROVE FINAL PAY REQUEST

PRESENTED BY: JIM REARDEN, PUBLIC WORKS DIRECTOR

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**RECOMMENDATION:** Staff recommends Final Payment to Ed Boland Construction and the State Miscellaneous Tax Fund for the 1<sup>st</sup> and 2<sup>nd</sup> Avenues North Water Main Replacement, O. F. 1450.

**MOTION:** "I move the City Commission approve Final Payment for the 1<sup>st</sup> and 2<sup>nd</sup> Avenues North Water Main Replacement, O. F. 1450, in the amount of \$61,280.29 to Ed Boland Construction, and \$618.99 to the State Miscellaneous Tax Fund and authorize the City Manager to make the payments."

**SYNOPSIS:** The City Commission awarded a contract on May 16, 2006 in the amount of \$824,100.00 to Ed Boland Construction. A change order on November 8, 2006 increased the amount by \$95,765.00 bringing the total contract amount to \$919,865.00.

City staff has verified that Ed Boland Construction has completed all work and punch list items in accordance with the plans and contract. The City can accept the project and execute the Final Payment. The final project cost is \$839,365.50, which is \$80,499.50 under the total amount awarded. The lack of additional 6-inch and 8-inch water main replacement work, additional gravel and asphalt work, and very little miscellaneous work contributed to the lower than expected final contract amount.

**BACKGROUND:** The project was initiated by the Utilities Division to replace the deteriorating water mains in the area which over the years had become some of the most failure prone mains in the City. This water main replacement project was funded through the City's Water Capital Improvement Plan. During the course of the project it was determined a change order was needed to replace an additional 425 lineal feet of 16-inch water main. A total of 5,477 lineal feet of 6-inch and 8-inch water main was replaced, along with 545 lineal feet of 16-inch water main, 11 fire hydrants, and 75 water services.

The replaced water mains are located in 1<sup>st</sup> Avenue North from 19<sup>th</sup> to 21<sup>st</sup> Street North; 2<sup>nd</sup> Avenue North from 15<sup>th</sup> to 23<sup>rd</sup> Street North; 18<sup>th</sup> Street from 1<sup>st</sup> to 2<sup>nd</sup> Avenue North; 9<sup>th</sup> Street from 1<sup>st</sup> to 2<sup>nd</sup> Avenue North; and per Change Order Number One 23<sup>rd</sup> Street North from 3<sup>rd</sup> Avenue North to

2<sup>nd</sup> Alley North.

City staff designed the project, performed contract management, and construction inspection. The two year warranty period started on November 6, 2006.

Attachments: Final Pay Request (Not available online; on file in City Clerk's Office)

AGENDA REPORT

DATE December 19, 2006

**ITEM:** FINAL PAYMENT – NORTHEAST REGIONAL STORMWATER RETENTION POND EXTENSION - O.F. 1058.2

**INITIATED BY:** PUBLIC WORKS DEPARTMENT/ENGINEERING DIVISION

**ACTION REQUESTED:** APPROVE FINAL PAY REQUEST

**PRESENTED BY:** JIM REARDEN, PUBLIC WORKS DIRECTOR

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**RECOMMENDATION:** Staff recommends the approval of Final Payment to Wickens Construction, Inc. and the State Miscellaneous Tax Division for Northeast Regional Stormwater Retention Pond Extension - O.F. 1058.2.

**MOTION:** "I move the City Commission approve Final Payment of \$122,175.00 to Wickens Construction, Inc. and the State Miscellaneous Tax Division for Northeast Regional Stormwater Retention Pond Extension - O.F. 1058.2, and authorize the City Manager to execute the necessary documents and make the payments."

**SYNOPSIS:** Five bids were received on August 23, 2006. Wickens Construction submitted the low bid and was awarded a contract for \$122,650.00.

Wickens Construction has completed the contract work in accordance with the plans and specifications. Construction began on October 9, 2006 and was substantially complete within the allotted contract time. The two-year project warranty period began on the date of substantial completion, November 22, 2006.

The final project cost is \$475.00 under the contract amount. Storm drain funding allocated for the project is available for final payment.

**BACKGROUND:** Continuing development along the northern edge of the City (Skyline Park and West Ridge Additions) has resulted in increased storm water runoff to the NE Regional Stormwater Retention Pond. In view of the continuing development and anticipation of future expansion of the existing pond, the City purchased additional land adjacent to the existing pond site in 1999. In 2004, a project was completed that included installation of a pump to utilize water from the pond for irrigation of the adjacent Little League ball fields. This improvement provided additional storage capacity in the pond and reduced the usage and cost of domestic treated water for irrigation. In June of 2005, near record rainfall filled the pond to capacity. As

a result, this project was programmed into the City's 2006 Storm Drain Capital Improvements budget to expand the storage capacity of the pond.

This project, which involved increasing the pond storage volume by excavating earth from the additional land the City purchased, was initially bid and programmed for construction in the spring and summer of 2006. However, a 25-year storm in late spring of 2006 caused excessive runoff resulting in water ponding on the site of the planned new improvements. The project bid date needed to be rescheduled for later in the summer to allow the pond to be lowered to provide better access to the site prior to bidding and construction.

The project work scope involved approximately 25,000 cubic yards of excavation, and haul and disposal of the excavated materials to embankment areas. Approximately 7,500 cubic yards of excavation was hauled to the proposed site of the new Cascade County Humane Society facility to fill a low area currently being used as storm water detention pond. That pond is no longer needed and will be abandoned. Islands were designed into the new pond area to improve habitat for waterfowl that frequent the area.

The project has increased the storage capacity of the pond by approximately 125 percent. It is anticipated that the increased storage volume along with utilization of irrigation pumping will provide adequate storage capacity during moderately above average rainfall years. A study is currently underway to assess the adequacy and needs of storm drainage in this area, including the NE Regional Stormwater Retention Pond.

City engineering staff completed the engineering design, prepared the plans and specifications, and handled construction management and construction inspection.

Attachments: Final Pay Request (Not available online; on file in City Clerk's Office)

AGENDA REPORT

DATE December 19, 2006

**ITEM:** ENGINEERING SERVICES CONTRACT: SUNNYSIDE/EAST PRESSURE ZONE PUMP STATION AND ELEVATED WATER TANK AND WATER MAIN RIVER CROSSINGS, O.F. 1494.2.

**INITIATED BY:** PUBLIC WORKS DEPARTMENT / ENGINEERING DIVISION

**ACTION REQUESTED:** APPROVE ENGINEERING CONTRACT

**PRESENTED BY:** JIM REARDEN, PUBLIC WORKS DIRECTOR

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**RECOMMENDATION:** Approve Engineering Contract between the City of Great Falls and Thomas, Dean, & Hoskins, Inc (TDH) for engineering services to be performed for the Sunnyside/East Pressure Zone Pump Station and Elevated Water Tank and Water Main River Crossings, O.F. 1494.2.

**MOTION:** “I move the City Commission approve the engineering Contract between the City of Great Falls and Thomas, Dean, Hoskins, Inc. for engineering services for the Sunnyside/East Pressure Zone Pump Station and Elevated Water Tank and Water Main River Crossings, O.F. 1494.2 for a fee not to exceed \$42,500, and authorize the City Manager to execute the agreements.”

**SYNOPSIS:** City Staff has negotiated a professional engineering services contract (attached) with TDH to evaluate potential sites for a pump station and elevated water tank in the East Pressure Zone, and three potential river crossing sites for water mains.

This engineering services contract will build upon recommendations and computer modeling generated in the new Water Master Plan, which recommended various pump stations, elevated tanks, and river crossings. Upon the completion of this engineering contract, the City will be in a position to move forward with detailed design and construction.

**BACKGROUND:** The East Pressure Zone will be expanded to include the Sunnyside area in the near future. To help support this expansion and to provide backup to the 33<sup>rd</sup> Street pump station, the Water Master Plan recommended adding a new pump station in the area of 21<sup>st</sup> Avenue South and 13<sup>th</sup> Street. Along with this improvement, an elevated water tank was recommended to provide additional emergency storage and to strengthen the distribution system south of 10<sup>th</sup> Avenue South. Ella Avenue Tank is the only water storage in the East Pressure Zone. This tank is relatively small and its water level changes rapidly with significant demand from Malmstrom Air Force Base and other users. The River crossings were recommended in the Master Plan to provide backup to the existing three River crossings that provide water to parts of the city north and west of the Missouri River. If any of these existing crossings fail and must be taken out of service for repairs, the distribution system would most likely lack the capacity to meet demand.



This contract will evaluate potential sites for the pump station, elevated tank, and river crossings; generate construction cost estimates; and prepare a report summarizing findings and recommendations for the three items. Staff can then prepare designs to begin construction from these recommendations. Construction is currently scheduled for 2007 for needed main extensions in the Sunnyside area. The other projects will follow as designs are completed and funding becomes available.

**Attachments: Engineering Services Contract** (Not available online; on file in City Clerk's Office)

File: 1494.2EngAR

AGENDA REPORT

DATE December 19, 2006

ITEM Appointments, Park & Recreation Board

INITIATED BY City Commission

ACTION REQUESTED Appoint Two New Members and Reappoint Two Members

PRESENTED BY City Commission

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**RECOMMENDATION:** It is recommended that the City Commission appoint two new members and reappoint two members to the Park and Recreation Board.

**MOTION:** I move the City Commission appoint to the Park and Recreation Board \_\_\_\_\_ and \_\_\_\_\_ for three-year terms, beginning January 1, 2007, and expiring December 31, 2009; and reappoint Doug Hickey and David Simmons for three-year terms expiring December 31, 2009.

**SYNOPSIS:** The terms of Leslie Postlethwait and Wyman Taylor expire on December 31, 2006. Ms. Postlethwait has served on the board since 1998 and is not eligible for reappointment. Mr. Taylor was appointed in 1999 and also is not eligible for reappointment. Therefore, it is necessary to appoint two new members to fill their positions. The terms of Doug Hickey and David Simmons expire on December 31, 2006. Both Mr. Hickey and Mr. Simmons are eligible for and interested in reappointment.

**BACKGROUND:** The Park and Recreation Board consists of seven members who act in an advisory capacity to the City Commission and the City Manager on all matters related to the Park and Recreation program in the City of Great Falls. Per City Ordinance, members must reside within the City.

Continuing members serving on this board are:

- Ruthann Knudson
- John Trovatten
- Bryan Thies

Citizens interested in this board are:

- Tim Austin
- Rod Lukasik
- William Ramsey Sr.
- Ryan Schrenk
- Barb Tamietti
- Kelly Timmer

AGENDA REPORT

DATE December 19, 2006

ITEM Appointments, City-County Health Board

INITIATED BY City Commission

ACTION REQUESTED Appoint One Member and Reappoint One Member

PRESENTED BY City Commission

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**RECOMMENDATION:** It is recommended that the City Commission reappoint Lyle Meeks to the City-County Health Board for a three-year term through December 31, 2009, and appoint one new member for a three-year term through December 31, 2009.

**MOTION:** I move the City Commission appoint \_\_\_\_\_ and reappoint Lyle Meeks to the City-County Health Board for three-year terms, expiring December 31, 2009.

**SYNOPSIS:** Iva "Boots" Wiseman has served on the City-County Health Board since 1999. Ms. Wiseman is not eligible for reappointment. Therefore; it is necessary to appoint one member to the Board. Lyle Meeks has served on the Board since 2004. Mr. Meeks is interested in and eligible for reappointment. The City-County Health Department is also in support of his reappointment.

**BACKGROUND:** The Board consists of seven members, two appointed by the City Commission with members serving a three-year term. The City-County Health Board is concerned with the operation and management of the City-County Health Department.

Citizens interested in serving on this board:

- Raymond J. Hoffman
- Randy L. Kuiper
- Dennis B. Lott
- Tracy Zinne