

City of Missoula
Parks and Conservation Committee Agenda

Date: October 9, 2019, 1:00 PM - 1:15 PM

Location: City Council Chambers

140 W. Pine Street, Missoula , MT

Members: Stacie Anderson, Julie Armstrong, Mirtha Becerra, Michelle Cares, John DiBari, Heather Harp, Jordan Hess, Gwen Jones, Julie Merritt, Jesse Ramos, Bryan von Lossberg, Heidi West

If anyone attending this meeting needs special assistance, please provide 48 hours advance notice by calling the City Clerk Office at 406-552-6079.

Pages

1. ADMINISTRATIVE BUSINESS

1.1 Roll Call

1.2 Approval of the Minutes from September 25, 2019

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2. PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA

3. COMMITTEE BUSINESS

3.1 Professional Services Agreement with L.F. Sloane Consulting Group, Inc. for Missoula City Cemetery Strategic Plan Project

Ron Regan

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Recommended motion:

Approve and authorize the Mayor to sign a professional services agreement with L.F. Sloane Consulting Group, Inc. for the Missoula City Cemetery Strategic Plan Project for an amount not to exceed \$25,500.

4. ADJOURNMENT

Missoula City Council Parks and Conservation Committee Minutes

September 25, 2019

8:35 AM

City Council Chambers

140 W. Pine Street, Missoula , MT

Members present: Stacie Anderson, Michelle Cares, John DiBari, Heather Harp, Jordan Hess, Gwen Jones, Julie Merritt, Jesse Ramos, Bryan von Lossberg, Heidi West

Members absent: Julie Armstrong, Mirtha Becerra

Others present: Donna Gaukler, Corena Maurer, Morgan Valliant, Grant Carlton, Laval Means, Dennis Bowman

1. ADMINISTRATIVE BUSINESS

1.1 Roll Call

1.2 Approval of the Minutes from September 18, 2019

The minutes were approved as posted.

2. PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA

None.

3. COMMITTEE BUSINESS

3.1 Resolution to adopt the 2019 Open Space Plan, an issue plan of the Growth Policy

Ms. Gaukler introduced Grant Carlton, a new Parks & Recreation employee in Open Space Acquisitions.

Ms. Gaukler gave some background on the Open Space Plan and Growth Policy.

Ms. Gaukler reviewed public input, importance, goals and area for the Open Space Plan.

Ms. Gaukler discussed the plan highlights.

Ms. Gaukler reviewed the public process that happened for the plan.

The Growth Policy goals were presented by Ms. Gaukler.

Ms. Harp asked for more detail about equity in the plan highlights.

Ms. Harp asked how many acres have been bought for open space land that could have been used for development.

Ms. Merritt asked about the Rattlesnake Lakes and how open space bond money might be spent regarding them.

Ms. Jones stated there is much discussion about the Lakes.

Ms. Merritt states that the right thing to do is to remove the dams at the Rattlesnake Lakes.

Mr. von Lossberg asked about the date for the public hearing.

Ms. Means discussed the dates for the Downtown Master Plan.

Moved by: Stacie Anderson

Set a joint public hearing with the City Council and Missoula County Commissioners for October 21, 2019, to consider a resolution of intent to adopt the 2019 Missoula Urban Area Open Space Plan as an Issue plan of the 2035 Missoula City Growth Policy

AYES: (10): Stacie Anderson, Michelle Cares, John DiBari, Heather Harp, Jordan Hess, Gwen Jones, Julie Merritt, Jesse Ramos, Bryan von Lossberg, and Heidi West

ABSENT: (2): Julie Armstrong, and Mirtha Becerra

Vote results: Approved (10 to 0)

3.2 Update MMC 12.56 Open Space Conservation Ordinance

Ms. Gaukler discussed the background of the Open Space Conservation Ordinance.

Ms. Gaukler discussed each change and addition that is proposed to the Open Space Conservation Ordinance.

The Open Space Conservation Ordinance will be updated every time a bond is passed.

Ms. Merritt asked for clarification on the changes to the majority vote and why there is difficulty in attaining it the way the Ordinance is currently written.

Mr. DiBari asked to make it more explicit that the committee will review acquisitions.

Mr. DiBari asked what the Missoula County Planning Authority is. Mr. DiBari requested that we state what exactly this agency is.

Ms. Merritt asked why 3 members were appointed by the Mayor.

Mr. von Lossberg stated the Mayor is able to do more targeted recruitment for the committee.

Mr. DiBari asked if we need to be more precise with our language.

Ms. Harp asked when we started using cash in lieu and park impact fees.

Moved by: Heather Harp

Set a public hearing for Monday, October 21, 2019 for consideration of updates to and adoption of an ordinance amending Chapter 12.56 entitled "Open Space".

AYES: (10): Stacie Anderson, Michelle Cares, John DiBari, Heather Harp, Jordan Hess, Gwen Jones, Julie Merritt, Jesse Ramos, Bryan von Lossberg, and Heidi West

ABSENT: (2): Julie Armstrong, and Mirtha Becerra

Vote results: Approved (10 to 0)

3.3 2018 Open Space Bond Presentation and Discussion – Initial Capital Projects

Mr. Valliant discussed open space bond spending parameter.

Mr. Valliant shared the results from the 2018 survey that determined what county residents wanted to see in their Open Space. The most popular answer was for natural areas and wildlife habitat. The majority supported improving and renewing existing space.

Mr. Valliant spoke about the Clark Fork River sustainable access and restoration project.

Mr. DiBari asked if the \$180,000 is for on the ground work.

Mr. Valliant presented an estimate for the project.

Ms. West asked about sediment presence in our water and how it relates to heavy use.

Ms. Harp asked about the specific boundaries of the project.

Ms. Harp asked if this project would have been feasible with Mountain Water.

Mr. Valliant discussed the Missoula Conservation Lands Trail head Improvement Project.

Mr. Valliant presented the Open Space Reforestation Project.

Ms. Merritt asked for a list of the specific areas of the project.

Mr. Valliant spoke about our need for updated, accurate maps of city trails and trail heads.

Ms. Jones asked if the Waterworks trail will be wheelchair accessible.

Ms. West asked what the blue boxes were on the map. Mr. Valliant identified them as possible future site additions.

NA

4. ADJOURNMENT

The meeting was adjourned at 10:32 am.

Submitted by: Corena Maurer

City of Missoula Parks & Recreation

Administrative Assistant



City of Missoula, Montana
Item to be Referred to City Council Committee

Committee: Parks and Conservation

Item: Professional Services Agreement with L.F. Sloane Consulting Group, Inc. for Missoula City Cemetery Strategic Plan Project

Date: October 2, 2019

Sponsor(s): Ron Regan

Prepared by: Lori Hart

Ward(s) Affected:

<input type="checkbox"/> Ward 1	<input type="checkbox"/> Ward 4
<input type="checkbox"/> Ward 2	<input type="checkbox"/> Ward 5
<input type="checkbox"/> Ward 3	<input type="checkbox"/> Ward 6
<input checked="" type="checkbox"/> All Wards	<input type="checkbox"/> N/A

Action Required:

Approve and authorize the Mayor to sign a professional services agreement with L.F. Sloane Consulting Group, Inc. for the Missoula City Cemetery Strategic Plan Project.

Recommended Motion(s):

I move the City Council: Approve and authorize the Mayor to sign a professional services agreement with L.F. Sloane Consulting Group, Inc. for the Missoula City Cemetery Strategic Plan Project for an amount not to exceed \$25,500.

Timeline:

Referral to committee:	October 7, 2019
Committee discussion:	October 9, 2019
Council action (or sets hearing):	N/A
Public Hearing:	N/A
Deadline:	N/A

Background and Alternatives Explored:

For this project, the consultant will prepare a long-range Strategic Plan that meets the current and future needs of the Missoula City Cemetery and honors its history, uses, and public services. Specifically, the Strategic Plan will consider land and service needs and maintenance requirements and will include financial recommendations.

The RFP Selection Committee completed the request for proposal process and selected L.F. Sloane Consulting Group, Inc. as the most qualified consultant for the project.

Financial Implications:

Included in City Cemetery's FY 2020 budget.

Links to external websites:

PROFESSIONAL SERVICES AGREEMENT

FY20 Missoula City Cemetery Strategic Plan

This Agreement is made and entered into October 21, 2019, between the **CITY OF MISSOULA, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, 435 Ryman St., Missoula, MT 59802-4297, referred to here as “City,” and **L.F. Sloane Consulting Group, Inc.**, 40 Folmsbee Drive, Albany, NY 12204, referred to here as “Consultant.”

In consideration of the mutual covenants and agreements contained here, the receipt and sufficiency of the same being acknowledged, the parties agree as follows:

- 1. Purpose:** City agrees to hire Consultant as an independent contractor to perform services for City described in the Scope of Services, attached as Exhibit A, and by reference made a part of this agreement.
- 2. Effective Date:** This agreement is effective on the date of its execution.
- 3. Scope of Work/Task Deadlines:** Consultant will perform the work and provide the services in accordance with the requirements of Exhibit A.
- 4. Payment:** City agrees to pay Consultant an amount not to exceed **Twenty-Five Thousand, Five Hundred Dollars (\$25,500.00)** for services performed pursuant to the Scope of Services. Any alteration or deviation from the described work that involves extra costs will be performed by Consultant after written request by the City and will become an extra charge over and above the agreement amount. The parties must agree in writing upon any extra charges.
- 5. Independent Contractor Status:** The parties agree that Consultant, is an independent contractor for purposes of this agreement and the parties agree that Consultant is and shall be an independent contractor when performing services pursuant to this agreement. Consultant is not subject to the terms and provisions of the City’s personnel policies handbook and may not be considered a City employee for workers’ compensation or any other purpose. Consultant is not authorized to represent the City or otherwise bind the City in any dealings between Consultant and any third parties.

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

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

6. Indemnity and Insurance: For other than professional services rendered, to the fullest extent permitted by law, Consultant agrees to defend, indemnify, and hold the City harmless against claims, demands, suits, damages, losses, and expenses connected therewith that may be asserted or claimed against, recovered from or suffered by the City by reason of any injury or loss, including but not limited to, personal injury, including bodily injury or death, property damage, occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of Consultant or Consultant's agents or employees.

For the professional services rendered, to the fullest extent permitted by law, Consultant agrees to indemnify and hold the City harmless against claims, demands, suits, damages, losses, and expenses, including reasonable defense attorney fees, to the extent caused by the negligence or willful misconduct of the Consultant or Consultant's agents or employees.

For this purpose, Consultant shall provide City with proof of Consultant's liability insurance issued by a reliable company or companies for personal injury and property damage in amounts not less than as follows:

- Workers' Compensation—statutory
- Employers' Liability—\$1,000,000 per occurrence; \$2,000,000 annual aggregate
- Commercial General Liability—\$1,000,000 per occurrence; \$2,000,000 annual aggregate
- Automobile Liability—\$1,000,000 property damage/bodily injury; \$2,000,000 annual aggregate
- Professional Liability—\$1,000,000 per claim; \$2,000,000 annual aggregate

City shall be included or named as an additional or named insured on the Commercial General and Automobile Liability policies. The insurance must be in a form suitable to City.

7. Professional Service: Consultant agrees that all services and work performed under this agreement will be accomplished in a professional manner.

8. Compliance with Laws: Consultant agrees to comply with all federal, state and local laws, ordinances, rules and regulations. Consultant agrees to purchase a City business license.

9. Nondiscrimination and Affirmative Action: Consultant agrees and shall comply with the following Non-Discrimination and Affirmative Action policies:

NON-DISCRIMINATION. All hiring shall be on the basis of merit and qualification and there shall be no discrimination in employment on the basis of race, ancestry, color, physical or mental disability, religion, national origin, sex, age, marital or familial status, creed, ex-offender status, physical condition, political belief, public assistance status, sexual orientation, or gender identity/expression, except where these criteria are reasonable bona fide occupational qualifications.

AFFIRMATIVE ACTION POLICY. Contractors, subcontractors, sub grantees, and other firms doing business with the City of Missoula must be in compliance with the City of

Missoula's Affirmative Action Plan, and Title 49 Montana Codes Annotated, entitled "Human Rights" or forfeit the right to continue such business dealings.

The City's Affirmative Action Policy Statement is:

The Mayor of the City of Missoula or the Mayor's designee may adopt an affirmative action plan to provide all persons equal opportunity for employment without regard to race, ancestry, color, handicap, religion, creed, national origin, sex, age, sexual orientation, gender identity or expression, or marital status. In keeping with this commitment, we are assigning to all department heads and their staff the responsibility to actively facilitate equal employment opportunity for all present employees, applicants, and trainees. This responsibility shall include assurance that employment decisions are based on furthering the principle of equal employment opportunity by imposing only valid requirements for employment and assuring that all human resource actions are administered on the basis of job necessity.

Specific responsibility for developing, implementing, monitoring and reporting are assigned to the City Personnel staff under the supervision and direction of the Chief Administrative Officer and the Mayor.

It is the policy of the City of Missoula to eliminate any practice or procedure that discriminates illegally or has an adverse impact on an "affected" class. Equal opportunity shall be provided for all City employees during their terms of employment. All applicants for City employment shall be employed on the basis of their qualifications and abilities.

The City of Missoula, where practical, shall utilize minority owned enterprises and shall ensure that subcontractors and vendors comply with this policy. Failure of subcontractors and vendors to comply with this policy statement shall jeopardize initial, continued, or renewed funds.

Our commitment is intended to promote equal opportunity in all employment practices and provide a positive program of affirmative action for the City of Missoula, its employees, program participants, trainees and applicants.

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

11. Modification and Assignability: This document contains the entire agreement between the parties and no statements, promises or inducements made by either party or agents of either party, which are not contained in this written agreement, may be considered valid or binding. This agreement may not be enlarged, modified or altered except by written amendment signed by

both parties hereto. The Consultant may not subcontract or assign Consultant's rights, including the right to compensation or duties arising under this agreement, without the prior written consent of City. Any subcontractor or assignee will be bound by all of the terms and conditions of this agreement.

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

13. Liaison: City's designated liaison with Consultant is Ron Regan and Consultant's designated liaison with City is Lawrence Sloane.

14. Applicability: This agreement and any extensions of it shall be governed and construed in accordance with the laws of the State of Montana.

WITNESS, the parties here have executed this instrument the day and year first above written.

CONSULTANT:
L.F. Sloane Consulting Group, Inc.

MAYOR:
City of Missoula, Montana

John Engen

ATTEST:

APPROVED AS TO FORM AND CONTENT:

Martha L. Rehbein, CMC, City Clerk

Jim Nugent, City Attorney

(SEAL)

Scope of Work

Task 1: Cemetery Assessment and Operations Review

This review begins with a request for appropriate documents and a detailed review of the current standards before we are on-site. Once on-site we will meet with all operations and maintenance staff to understand how each facet of the operation is completed.

1. Kickoff meeting to confirm work plan, communication protocols, and schedule
2. Review with City staff all relevant available data, reports, maps, existing cemetery data base, and other data to inform the consultant team about the cemetery history, procedures, local regulations, and operations
3. Site visit with City staff (and Technical Advisory Committee) to tour cemetery and identify current issues to be addressed
4. Evaluate cemetery operations, policies, and procedures
5. Conduct interviews with City staff, cemetery volunteers, and other cemetery stakeholders

Task 2: Physical Site Evaluation

On-site we would spend significant time accessing the physical site; studying the available mix of burial options as well as a review of structural elements, trees and landscaping, fencing, access and signage.

We would plan to work within the framework of larger master/strategic plans as we reviewed any undeveloped areas to determine their best use in the short and long term. This would begin with a basic capacity study and then an analysis of demographics and cemetery trends to see the site's true needs. Once that is established, we would work with the larger stakeholder community to assess options at the site.

1. Detailed site inspection reviewing both burial areas and physical elements which include but are not limited to structural elements, trees and landscaping, fencing, access and signage
2. Study the demographics to develop a capacity study for the site
3. Developing a list of future capital needs, including major repairs and opportunities to limit future capital maintenance
4. Review unused land and meet with stakeholders to determine best uses

Task 3: Financial Review

We would study the financials of the cemetery for multiple years. We would carefully review the revenue side and compare it against other similar cemetery operations to determine a baseline for our recommendations. We would also look at each expense category to see where savings could be identified. Finally, we would look at any current funds that are set aside for the preservation of the cemetery or for future projects.

1. Evaluate 3-5 years of financial statements, ideally these would include profit and loss statements as well as budgets
2. Review the current retail price list and compare to other local cemeteries

Tacks 4: Public Engagement

As part of the each of the tasks above we would meet with key stakeholders to better understand aspects of the operation. Once that is complete, we would work with City staff to determine how is best to engage the public for this project. We hope to be able to host at least on larger discussion that would include some of our initial recommendations.

1. Work with City staff to identify and contact a cross-section of members of the public who are interested in the cemetery
2. Host a discussion in which we present recommendations to receive valuable public feedback

Task 5: Cemetery Strategic Plan

Our report will be written in a way to ensure that we deliver to the City a clear action plan that is both practical and forward looking. While the review of current conditions will play a large role in the report, we will ensure that our report is innovative and works to serve as a new baseline for the coming years.

1. Prepare all findings and recommendations into a Draft Strategic Plan
2. Meeting or conference call to review City comments on the draft plan
3. Based on comments, make revisions and prepare Final Cemetery Strategic Plan
4. Present our findings and recommendations to the City Council