



# City Commission Agenda

for

## April 5, 2011

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*Please Note: The City Commission agenda format allows citizens to speak on each issue prior to Commission action. We encourage your participation. Please keep your remarks concise and to the topic under consideration.*

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

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**PROCLAMATION**

Arbor Day

Montana Indian Education Days

**NEIGHBORHOOD COUNCILS**

1. Miscellaneous reports and announcements from Neighborhood Councils.

**BOARDS & COMMISSIONS**

2. Introduction of new members
  - A. Sean Johnson, Advisory Commission on International Relationships
  - B. David Nelson, Golf Advisory Board
3. Recognition of outgoing members
  - A. Fid Fitterer, Golf Advisory Board
  - B. Thomas Babinecz, Golf Advisory Board
4. Miscellaneous reports and announcements from Boards & Commissions.

**PUBLIC HEARINGS**

5. Victory Christian Center. (*Presented by: Mike Haynes*)
  - A. Res. 9918, to Annex said property. Action: Conduct joint public hearing and adopt or deny Res. 9918.
  - B. Ord. 3072, Assign Zoning classification of R-3 Single-family high density to Victory Christian Center Tracts. Action: Conduct joint public hearing and adopt or deny Ord. 3072.
  - C. Res. 9920, to grant a Conditional Use Permit for a Worship Facility on Tract 1 of Victory Christian Center Tracts. Action: Conduct joint public hearing and adopt or deny Res. 9920.
6. Final Plat of Northview Addition, Phase 5. (*Presented by: Mike Haynes*)
  - A. Res. 9915, Annexes property. Action: Conduct joint public hearing and adopt or deny Res. 9915.
  - B. Ord. 3070, Assigns zoning classification of PUD Planned unit development district. Action: Conduct joint public hearing and adopt or deny Ord. 3070.
7. Final Plat of Northview Addition, Phase 6. (*Presented by: Mike Haynes*)
  - A. Res. 9919, to Annex said property. Action: Conduct joint public hearing and adopt or deny Res. 9919.

- B. Ord. 3073, to assign zoning classification of PUD Planned unit development district. Action: Conduct joint public hearing and adopt or deny Ord. 3073.
- 8. Castle Pines Addition, Phase IX. (***Presented by: Mike Haynes***)
  - A. Res. 9916, Annexes a portion of said property. Action: Conduct joint public hearing and adopt or deny Res. 9916.
  - B. Res. 9917, Annexes a portion of said property. Action: Conduct joint public hearing and adopt or deny Res. 9917.
  - C. Ord. 3071, Assigns zoning classification of R-3 Single-family high density. Action: Conduct joint public hearing and adopt or deny Ord. 3071.
- 9. Ord. 3068, Revisions to Title 17, Chapter 20 of the Official Code of the City of Great Falls by adding Section 175 Titled, Community Gardens. Action: Conduct public hearing and adopt or deny Ord. 3068. (***Presented by: Mike Haynes***)
- 10. Urban Chickens. (***Presented by: Mike Haynes***)
  - A. Ord. 3066, Amending Title 17 to Permit Urban Chickens as an Accessory Use in Certain Residential Zoning Districts. Action: Conduct joint public hearing and adopt or deny Ord. 3066.
  - B. Ord. 3067, to define Urban Chickens. Action: Conduct joint public hearing and adopt or deny Ord. 3067.
  - C. Ord. 3069, Amending Title 6 to establish regulations for keeping Chickens. Action: Conduct joint public hearing and adopt or deny Ord. 3069.

#### **OLD BUSINESS**

- 11. Great Falls Animal Shelter Management and Operation Request for Proposals. Action: Authorize the City Manager to begin negotiations for the operation and management of the Great Falls Animal Shelter with either the Animal Welfare Cooperative or the Animal Pet Association. (***Presented by: Greg Doyon***)

#### **NEW BUSINESS**

#### **ORDINANCES/RESOLUTIONS**

- 12. Ord. 3074, Rezones Lots 1A1 and 1B2, Mount Olivet Addition, Section 17, Township 20 North, Range 4 East, P.M.M. (The Grandview at Benefis). Action: Accept Ord. 3074 on first reading and set public hearing for May 3, 2011. (***Presented by: Mike Haynes***)

**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.*

- 13. Minutes, March 15, 2011, Commission meeting.
- 14. Total Expenditures of \$3,864,881 for the period of March 10-30, 2011, to include claims over \$5000, in the amount of \$3,509,356.
- 15. Contracts list.
- 16. Grant list.
- 17. Approve Consultant Services Agreement Addendum 2 with Thomas, Dean and Hoskins, Inc. in the amount of \$23,969 for additional construction oversight and related design on the Bay Drive Bike/Ped Path Phase II project.

18. Approve Construction Contract Award to Western Municipal Construction, Inc. in the amount of \$560,210 for the Valeria Way Storm Main Replacement, Phase I.
19. Approve Final Payment to James Talcott Construction, Inc. and the State Miscellaneous Tax Division in the amount of \$15,185 for the Lift Station #15 Bar Screen Replacement.

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

**PETITIONS AND COMMUNICATIONS** *(Public comment on any matter that is not on the agenda of the meeting and that is within the jurisdiction of the City Commission. Please keep your remarks to a maximum of 5 minutes. When at the podium, state your name and address for the record.)*

20. Miscellaneous reports and announcements.

**CITY MANAGER**

21. Miscellaneous reports and announcements from the City Manager.

**CITY COMMISSION**

22. Miscellaneous reports and announcements from the City Commission.

**MOTION TO ADJOURN**



**Item:** Public Hearing – Resolution 9918 to Annex, Ordinance 3072 to Assign City Zoning, Annexation Agreement, the Minor Plat of Victory Christian Center Tracts and Resolution 9920 to grant a Conditional Use Permit for a Worship Facility on Tract 1 of Victory Christian Center Tracts

**From:** Jana Cooper, RLA, Planner II, Planning and Community Development

**Initiated By:** Harold Poulsen, Property Owner and Developer

**Presented By:** Mike Haynes, AICP, Director of Planning and Community Development

**Action Requested:** City Commission adopt Resolution 9918, Ordinance 3072, the Annexation Agreement, the Minor Plat and Resolution 9920 all pertaining to Victory Christian Center Tracts

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**Public Hearing:**

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

**Suggested Motions:** (Each motion to be separately considered)

1. Commissioner moves:

“I move that the City Commission (adopt/deny) Resolution 9918 and (approve/disapprove) the Minor Plat and Annexation Agreement all pertaining to Victory Christian Center Tracts.”

and;

“I move that the City Commission (adopt/deny) Ordinance 3072.”

and;

“I move that the City Commission (adopt/deny) Resolution 9920.”

2. Mayor calls for a second, discussion, and calls for the vote after each motion.
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**Recommendation:** At the conclusion of a Public Hearing held February 22, 2011, the Zoning Commission passed a motion recommending the City Commission assign a City zoning of R-3 Single-family high density to Victory Christian Center Tracts and a motion recommending the City Commission approve a Conditional Use Permit for a Worship Facility on Tract 1 of said Minor Plat. The Planning Advisory Board passed a motion recommending the City Commission approve the Minor Plat of Victory Christian Center Tracts and annexation, including the annexation agreement.

Ordinance 3072 to assign City zoning and Resolution 9920 to grant a Conditional Use Permit for a Worship Facility for Victory Christian Center Tracts were accepted by the City Commission on first reading on March 15, 2011. Notice of Public Hearing held before the City Commission for the annexation, establishment of City zoning, final plat and Conditional Use Permit for Victory Christian Center Tracts was published in the Great Falls Tribune on March 20, 2011.

**Background:** The developer is requesting approval for the annexation, assigned zoning, Conditional Use Permit and Minor Plat of Victory Christian Center Tracts. The Worship Facility will be a phased development, all developed on Tract 1, immediately adjacent to 13th Street South. The requested Conditional Use Permit approval will incorporate all of the proposed phases of the project. All phases will be subject to Design Review Board, Building Division and Fire Department approvals before building permits will be issued.

The developer is requesting annexation of ±13.59 acres into the City of Great Falls. The subject property was originally part of the area covered in the Castle Pines Master Plan. The plan called for approximately 70 single-family lots contained within the area comprised of the proposed Victory Christian Center Tracts, but due to a change in ownership the proposed uses on the site have changed.

For additional information, please refer to the attached Vicinity/Zoning Map, reduced copy of the Minor Plat and Resolution 9915 with attachment for the Phasing Plan for the Worship Facility.

Subject to approval of the Minor Plat and Annexation of Victory Christian Center Tracts, the property owner is, upon annexation, requesting “R-3” Single-family high density residential zoning. The R-3 zoning district is consistent with the surrounding zoning districts and land use for the adjacent neighborhoods. Incorporated properties to the north are zoned R-3, and unincorporated properties adjoining the site have a Cascade County zoning designation of Urban Residential with a residential density comparable to the City’s R-3 zoning district density.

Subject to approval of the rezoning, the developer is requesting a Conditional Use Permit for a Worship Facility on Tract 1 of the subject property. It is anticipated that the planned worship facility will promote a strong and stable neighborhood and therefore be compatible with neighboring uses.

Upon annexation and rezoning, the developer has requested a minor subdivision of the subject property. The developer proposes to subdivide the property into two tracts including one tract of 10.014 acres, in which the proposed Worship Facility is located and a second tract of 3.46 acres, which has no development proposed at this time. The developer will also dedicate 0.123 acres adjacent to 13th Street South as public right-of-way. The Conditional Use Permit will be limited

to Tract 1, the western tract (10.014 acres). The subdivision adheres to the requirements of the proposed R-3 zoning district

Phase 1: The proposed size for Phase 1 of the Worship Facility is 22,651 square feet with seating for 371 people. The proposed service times include weekends and Wednesday nights. The proposed uses for Phase 1 include:

- Sanctuary, approximately 3,349 sq. ft.;
- Fellowship (foyer), approximately 2,957 sq. ft.;
- Offices and conference rooms, approximately 8-10 rooms;
- Multi-purpose gym with associated uses including: a stage, a storage area and two teen areas;
- Kitchen/storage, restroom facilities, and;
- School, including: infant area, 3-month to 1-year area, crawlers area, preschool area, K-3rd grade area and 4th–6th grade area

Phase 2: The developer did not provide information on the proposed uses and size for Phase 2 of the development. The developer will be required to submit plans to the Design Review Board for approval of Phase 2 before building permits will be issued.

Phase 3: The proposed size for the Phase 3 addition to the Worship Facility is 36,856 square feet with seating for approximately 1000-1500 people. The proposed uses for Phase 3 include:

- Sanctuary/Theater, approximately 11,267 sq. ft.;
- Foyer, approximately 7,895 sq. ft.;
- Bookstore, approximately 406 sq. ft.;
- Backstage Area; approximately 2,948 sq. ft.; and
- Restroom Facilities

The developer met with Neighborhood Council 6 and gave a presentation on the project on November 4, 2009. The following is the feedback that has been received from this Council:

- Concern regarding increased traffic from future developments would put additional strain on the lack of paved streets in the Sunnyside area and would add nothing to improving them.
- Concern regarding increased traffic on 13<sup>th</sup> Street South, which does not have curbs and gutters.
- Concern regarding future development of the area and if there would be water pressure issues with expanded demands on already heavily used system.

At the Planning Board meeting, held February 22, 2011, Robin Baker, 1518 11<sup>th</sup> Avenue South, spoke as a representative of Neighborhood Council 6, she noted that Neighborhood Council 6 was a proponent of the development, but had some concerns regarding traffic impacts in the area and when 13<sup>th</sup> Street South would be developed to City standards. She also expressed their concern that the site plan had been altered. The Neighborhood Council has not held a vote for the site phasing plan that is currently been proposed.

Victory Christian Center Tracts is adjacent to 13th Street South and 29th Avenue South. The construction of 13th Street South will be covered by the existing escrow fund that has been developed as previous phases of Castle Pines Addition have been developed. The extension of

29th Street South to the northern edge of Tract 1, as a part of Castle Pines Addition Phase IX, is moving forward concurrent with this annexation request.

Victory Christian Center shall be required to develop and pay for the extension of 16th Street South from the northern property boundary of Tract 2 to the southern property boundary of Tract 2, in alignment with 16th Street South to the north and south of the development. This will occur as development proceeds to the south of the property and as required by the City of Great Falls Planning & Community Development and Public Works Departments.

Roadways within the subdivision will be improved to the City standards with paving, curb and gutter. No public roadways are proposed within the subdivision.

City Code requires “A traffic impact analysis shall be prepared when the peak hour traffic of the proposed development at build-out exceeds 300 trip ends. When the peak hour traffic is between 200-299 trip ends, the City may require a traffic impact analysis when circumstances warrant such review.” According to our staff transportation planners, Phase I would generate 238 Average Vehicle Trip Ends at the peak hour on a Sunday. Subsequent phases would generate up to 927 Average Vehicle Trip Ends at peak hour on a Sunday. At this time staff is not requiring a traffic impact analysis for Phase I, given the location of the site on a Minor Arterial with ample capacity to accommodate further traffic and with very little traffic through the neighborhoods. Subsequent phases that add seats may require a traffic impact analysis.

As part of Victory Christian Center, the applicant is required to extend the City water (12”) and sewer (8”) mains from the nearest suitable location on 13th Street South to the southern most property boundary when deemed necessary by the City of Great Falls Public Works Department. Easements will be provided within the plat for the accommodation of private utilities.

Victory Christian Center shall be required to develop and pay for the extension of the utilities in 16th Street South from the northern property boundary to the southern property boundary in alignment with 16th Street South to the north and south of the development. This will occur as development proceeds to the south of the property and as deemed necessary and required by the City of Great Falls Planning & Community Development and Public Works Departments.

The Master Plan Agreement that accompanied Castle Pines Addition, Phase I and included the subject parcel, indicates the developer of Phase I and the City participate jointly in the construction of a surface drainage control facility (south of the Multi-Sports Complex) and storm drain piping in 13th Street South to serve the area being developed as Castle Pines. City storm drainage shall be extended south to 29th Avenue South as a part of Castle Pines Addition, Phase IX. The developer of Victory Christian Center Tracts shall be required to extend the storm drain as required by the Public Works Department.

The developer is required to provide a storm water management plan in compliance with the City of Great Falls Storm Design Manual and City standards. The plan will be reviewed and approved by the Public Works Department prior to final approval of the development.

According to the Master Plan Agreement, the developer of Castle Pines Phase I paid the City \$12,261 in lieu of dedicating parkland for the area covered by the original master plan for Castle

Pines Subdivision. Victory Christian Center is included within that original master plan area, and therefore the parkland dedication requirement has been met.

The Fire Department provided a memo dated March 9, 2011, attached, stating some public safety concerns regarding emergency service response times to the proposed development.

The property within the Minor Plat is the final portion of the area within the Master Plan of Castle Pines Addition, approved in 1995. As such this property will participate in the "Off-Site Improvement Trust Fund." The fund was established in conjunction with Castle Pines Phase I wherein as each lot is sold, a monetary amount is deposited in the trust fund to assist in the eventual improvement of 13<sup>th</sup> Street South and 24<sup>th</sup> Avenue South, including water main installation and providing a secondary water source to the Castle Pines area. The developer has paid his proportionate share of the fees associated with this fund.

Section 76-2-304 Montana Code Annotated lists criteria and guidelines, which must be considered in conjunction with establishing municipal zoning on land:

- a) is designed in accordance with the growth policy (comprehensive plan);
- b) is designed to lessen congestion in the streets;
- c) will secure safety from fire, panic or other dangers;
- d) will promote health and the general welfare;
- e) will provide adequate light and air;
- f) will prevent overcrowding of land;
- g) will avoid undue concentration of population;
- h) will facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirements;
- i) gives reasonable consideration to the character of the district;
- j) gives reasonable consideration to the peculiar suitability of the property for particular uses;
- k) will conserve the value of buildings; and
- l) will encourage the most appropriate use of land throughout the municipality.

Subject property is located on the fringe of the City, which has been attracting moderately priced single-family dwelling units. The development of worship facilities within these neighborhoods provides for the good growth and development of the neighborhood. The subdivision is a natural projection of urban growth.

Goals of the land use element of the Great Falls Growth Policy include:

- To support and encourage efficient, sustainable development and redevelopment throughout the community.
- To support and encourage a compatible mix of land uses in newly developing areas.

Applicable policy statements include "residential land uses should be planned and located so that they do not result in adverse impacts upon one another" and "annexations should be logical and efficient extensions of the City's boundaries and service areas." Staff concludes the twelve criteria stated above are substantially met.

At the conclusion of a Public Hearing held February 22, 2011, the Zoning Commission passed a motion recommending the City Commission assign a zoning classification of R-3 Single-family high density to the Minor Plat of Victory Christian Center Tracts, and a motion recommending the City Commission approve a Conditional Use Permit for a worship facility on Tract 1. At the same



Public Hearing the Planning Board passed a motion recommending the City Commission approve the Minor Plat of Victory Christian Center Tracts, and annexation of the property contained therein, subject to fulfillment of the following conditions by the applicant:

1. The Minor Plat of Victory Christian Center shall incorporate correction of any errors or omissions noted by staff.
2. The final engineering drawings and specifications for the required public improvements to serve the subject site shall be submitted to the City Public Works Department for review and approval prior to approval of the Minor Plat. The final engineering drawings and specifications shall include but not be limited to the following:
  - A. Street Improvements: Extension of 16th Street South to southern property boundary when deemed necessary by the City Public Works Department.
  - B. Parking Improvements: Shall meet City Code for all phases of the project.
  - C. Traffic Impact Study: Shall be required as deemed necessary by the Planning and Community Development Department as subsequent phases develop.
  - D. Utilities: Construction of City water (12") and sewer (8") main extensions as deemed necessary by the Public Works department in 13th Street South and 16th Street South.
  - E. Storm Drain: Storm Drain shall be required to be extended as required by the Public Works Department.
3. A Stormwater Management Plan shall be developed to City standards and shall be submitted to the City Public Works Department for review and approval prior to final approval of the Minor Plat by the City Commission.
4. An Annexation Agreement shall be prepared containing the terms and conditions for annexation of Victory Christian Center including agreement by applicant to:
  - A. install within two years of the date of annexation, the public improvements reference in Condition 2 above;
  - B. adhere to the Agreement dated November 7, 1995, pertaining to the Off-Site Improvement Trust Fund; and,
  - C. Indemnify the City for any damages attributable to adverse soil or groundwater conditions.
5. All applicable fees owed as a condition of plat or annexation approval shall be paid upon final platting and annexation of Victory Christian Center, including:
  - A. annexation resolution fee;
  - B. annexation agreement fee;
  - C. Minor Plat fee;
  - D. storm sewer fee; and
  - E. recording fees for annexation documents.
6. Final build-out of the project shall be in substantial compliance with the final approved site plan documents, drawings and renderings dated 10/22/2010.

At the time of writing this report, Items 4 and 5 have been completed by the applicant and Item 1, 2, 3 and 6 will be completed prior to filing the final subdivision plat.

**Concurrences:** Representatives from the City's Public Works, Park and Recreation and Fire Departments have been involved throughout the review and approval process for this project.

**Fiscal Impact:** The worship facility will be on Tract 1 of the proposed subdivision and will be exempt from property taxation, the remaining parcel, Tract 2, would be subject to taxation because it is not being used for a place of worship or education. Providing services is expected to be a negligible cost to the City.

**Alternatives:** If there are justifiable reasons to do so, the City Commission could deny the requested action to the extent allowed in City Code and State Statute.

**Attachments/Exhibits:**

- Vicinity/Zoning Map
- Resolution 9918 with attachment
- Ordinance 3072 with attachment
- Resolution 9920 with attachment
- Annexation Agreement
- Copy of the Fire Chief's Memo

Cc: Jim Rearden, Public Works Director  
Dave Dobbs, City Engineer  
Harold Poulsen, P.O. Box 1376, Great Falls, MT 59403  
Woth Engineering, 1725 41<sup>st</sup> St S, Great Falls, MT 59405  
Gary Hart, Victory Church, 3220 11<sup>th</sup> Ave. South, Great Falls, MT 59405

RESOLUTION 9918

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, TO EXTEND THE BOUNDARIES OF SAID CITY TO INCLUDE VICTORY CHRISTIAN CENTER TRACTS, IN G.L.O. LOT 2, SECTION 19, TOWNSHIP 20 NORTH, RANGE 4 EAST, P.M.M., CASCADE COUNTY, MONTANA MORE PARTICULARLY DESCRIBED HEREIN BELOW; ALL AS SHOWN ON THE MAP ATTACHED HERETO MARKED ATTACHMENT "A" AND BY THIS REFERENCE MADE A PART HEREOF.

\* \* \* \* \*

WHEREAS, the City of Great Falls is a city incorporated under the laws of the State of Montana, and having a population of more than ten thousand (10,000) is a city of the first class; and,

WHEREAS, there is contiguous to said City, but without the boundaries thereof, certain tracts or parcels of land situated in the County of Cascade, State of Montana, and described as follows:

Victory Christian Center Tracts, located in G.L.O. lot 2, Section 19, Township 20 North, Range 4 East, p.m.m., Cascade County, Montana, and containing 13.59 acres,

all as shown on the map attached hereto marked Attachment "A" and by this reference made a part hereof and according to the final plat of Victory Christian Center Tracts; and,

WHEREAS, Section 7-2-4601, Montana Code Annotated, provides that whenever the owners of real property contiguous to any incorporated city of the first class petition to have said property made a part of the municipal corporation, such lands may be embraced within the corporate limits thereof and the boundaries of such city of the first class extended so as to include the same; and,

WHEREAS, the owner of the hereinabove described property has submitted a petition to have said property annexed to the City of Great Falls.

NOW, THEREFORE, the City Commission now finds that it is to the best interest of the City of Great Falls and its inhabitants to proceed with the incorporation of said territory into the City of Great Falls; and,

WHEREAS, all of the proceedings herein have been conducted in strict compliance with and in conformity to the law and constitution of the State of Montana, and all conditions, acts, and things required to be done precedent to and in the passage and adoption of this resolution have been properly and legally done, and performed;

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

That the boundaries of the City of Great Falls, Montana, be and the same are hereby extended so as to embrace and include within the corporate limits of said city all of the land hereinabove described, included as: "VICTORY CHRISTIAN CENTER TRACTS, LOCATED IN G.L.O. LOT 2, SECTION 19, TOWNSHIP 20 NORTH, RANGE 4 EAST, P.M.M., CASCADE COUNTY, MONTANA."

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

That the Cascade County Clerk and Recorder is hereby authorized and directed to change the appropriate district boundaries of the City of Great Falls, Montana, to include said tract of land; and,

That this Resolution shall become effective from and after the date of the filing of said document in the office of the Cascade County Clerk and Recorder.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on this 5<sup>th</sup> day of April, 2011.

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Michael J. Winters, Mayor

ATTEST:

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Lisa Kunz, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

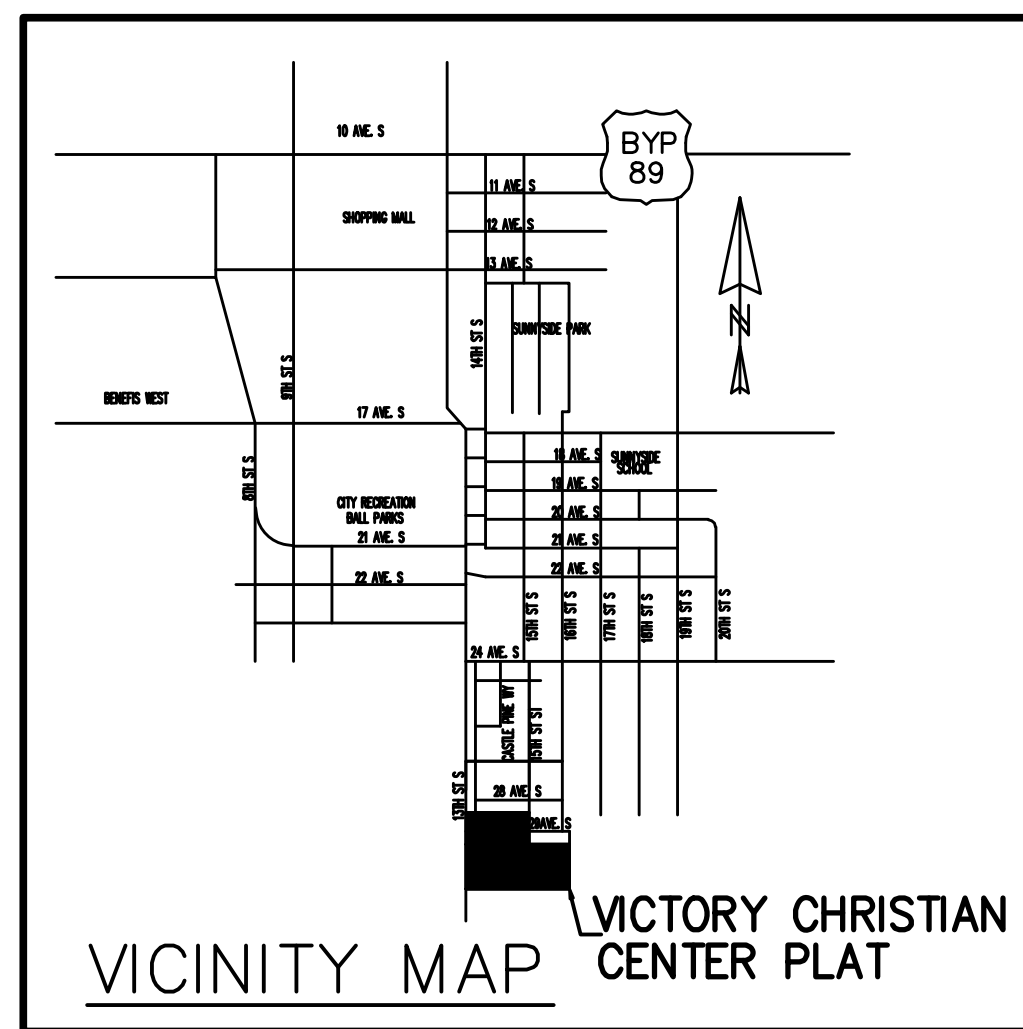
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James W. Santoro, City Attorney

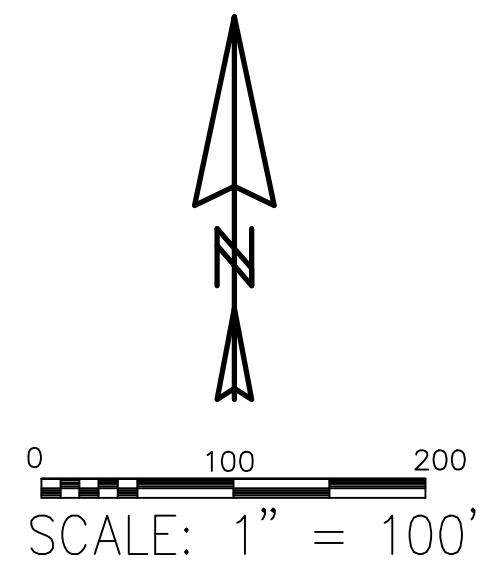
# MINOR PLAT OF VICTORY CHRISTIAN CENTER TRACTS

A SUBDIVISION LOCATED IN G.L.O. LOT 2 OF SECTION 19, T20N, R4E, P.M.M., CASCADE COUNTY, MONTANA

Attachment A



- LEGEND**
- CURRENT ADDITION BOUNDARY
  - CURRENT ADDITION LOT LINES
  - CENTERLINE
  - EXISTING PROPERTY LINE
  - EASEMENT
  - PLATTED SUBDIVISION (NOT CONSTRUCTED)
  - FUTURE DEVELOPMENT
  - STREET MONUMENT
  - P.O.B. POINT OF BEGINNING
  - FOUND PROPERTY CORNER
  - FOUND IRON PIN AND CAP MARKED - 5206ES
  - SET 5/8"x24" IRON PIN AND CAP MARKED - 5206ES

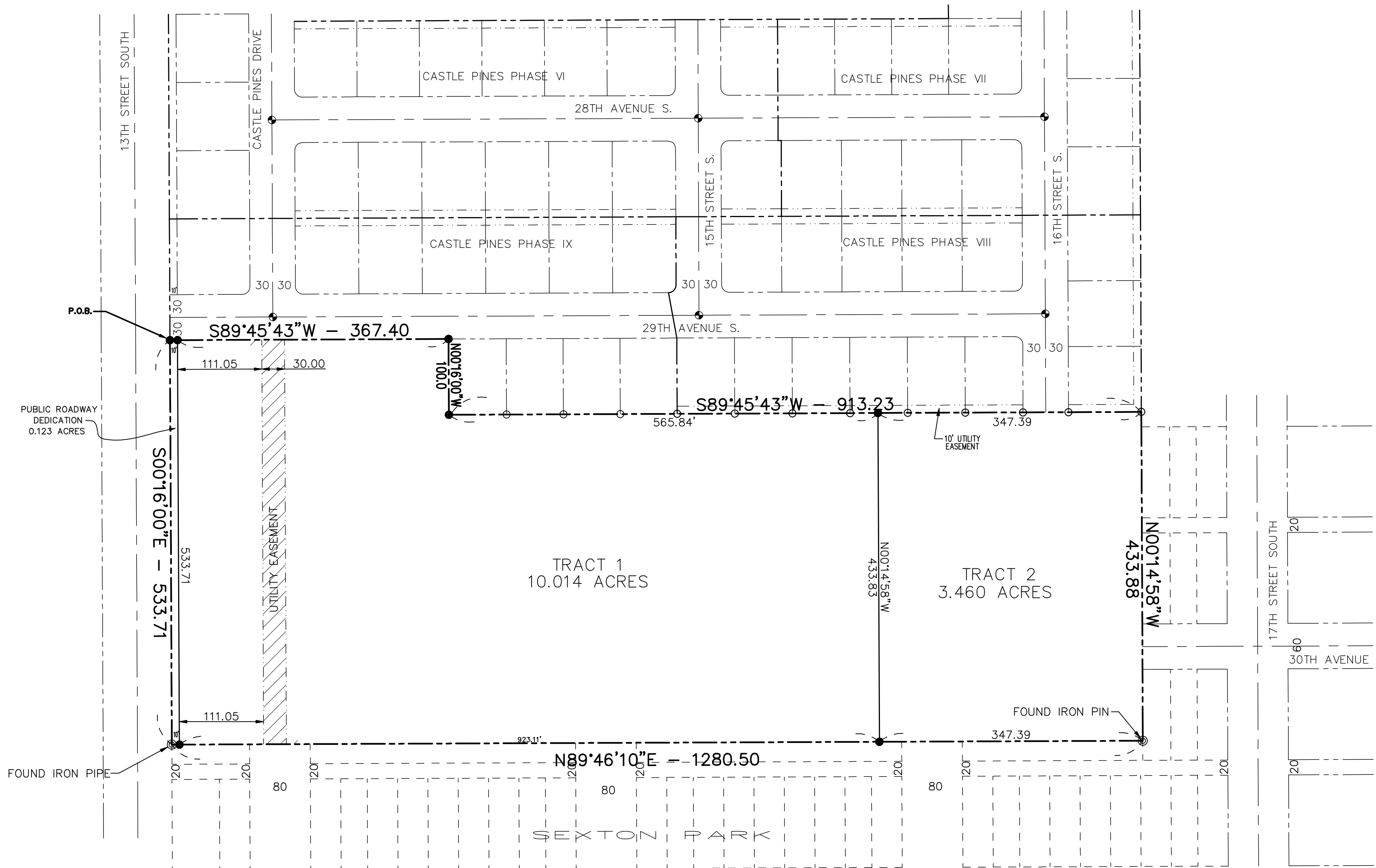


**BASIS OF BEARING**

BASIS OF BEARING IS TRUE NORTH BASED ON GEODETIC INVERSES USING SURVEY GRADE G.P.S. SYSTEM.

**AREA**

TOTAL AREA - 13.597 ACRES



**CERTIFICATE OF SURVEY**

I, the undersigned property owner, do hereby certify that I have caused to be surveyed and platted into tracts as shown by the attached plat, the parcel of land to be known as the MINOR PLAT OF VICTORY CHRISTIAN CENTER TRACTS, a subdivision located in G.L.O. Lot 2 of Section 19, T20N, R4E, P.M.M., Cascade County, Montana, more fully described as follows:

Beginning at the southwest corner of Castle Pines Phase IX an addition to the City of Great Falls, Montana as filed in the office of the Clerk and Recorder of Cascade County Montana; thence S00°16'00"E, 533.71 feet; thence N89°46'10"E, 1280.50 feet; thence N00°14'58"W, 433.88 feet; thence S89°45'43"W, 913.23 feet; thence N00°16'00"W, 100.00 feet; thence S89°45'43" W, 367.40 feet to the POINT OF BEGINNING, containing 13.597 acres.

The above described parcel of land is to be known and designated as the MINOR PLAT OF VICTORY CHRISTIAN CENTER TRACTS, a subdivision in Cascade County, Montana.

I, further certify that this division of land is exempt from the Department of Environmental Quality and Sanitation Review as follows:  
 Tract 1 under 76-4-125(2)(d), MCA, divisions located within jurisdictional areas that have adopted growth policies pursuant to chapter 1 or within first-class or second-class municipalities for which the governing body certifies pursuant to 76-4-127, that adequate storm water drainage and adequate municipal facilities will be provided.  
 Tract 2 and Tract 3 under 76-4-125(2)(c), MCA, divisions made for purposes other than the construction of water supply or sewage and solid waste disposal facilities as the department specifies by rule.

HAROLD POULSEN

STATE OF MONTANA )  
 ) SS  
 County of Cascade )

On this \_\_\_ day of \_\_\_\_\_, 2010, before me, a Notary Public, in and for the State of Montana, personally appeared, HAROLD POULSEN, known to me to be the person who executed the foregoing Certificate of Survey and he acknowledged to me that he executed the same.

SEAL

NOTARY PUBLIC, State of Montana  
 Residing at Great Falls, Montana  
 My Commission Expires

Print Notary Public name

**CERTIFICATE OF SURVEYOR**

I, DALE E. SCHAEFFER, Professional Engineer and Land Surveyor, Montana Reg. No. 5206ES, do hereby certify that in May, 2010, I supervised the survey of the tracts of land shown on the attached MINOR PLAT OF VICTORY CHRISTIAN CENTER TRACTS, to the City of Great Falls, Cascade County, Montana, as described in the Certificate of Survey, and that the survey was made in accordance with the provisions of Title 76, Chapter 3, Part 4, MCA.

SEAL

DALE E. SCHAEFFER, PE&LS  
 Montana Reg. No. 5206ES

**CERTIFICATE OF GREAT FALLS PLANNING BOARD**

We, the undersigned, JOHN HARDING, President of the said Great Falls Planning Board, Great Falls, Cascade County, Montana, and MIKE HAYNES, Secretary of the Great Falls Planning Board, do hereby certify and attest that the accompanying MINOR PLAT OF VICTORY CHRISTIAN CENTER TRACTS, an addition to the City of Great Falls, Cascade County, Montana, has been submitted to the said Great Falls Planning Board for examination by them and was found by them to conform to law and was approved at a meeting held on the \_\_\_ day of \_\_\_\_\_, 2010.

ATTEST:

JOHN HARDING, President, Great Falls Planning Board

MIKE HAYNES, Secretary of the Great Falls Planning Board

**CERTIFICATE OF PUBLIC SERVICE DIRECTOR**

I, JIM REARDEN, Public Service Director for the City of Great Falls, Montana, do hereby certify that I have examined the accompanying MINOR PLAT OF VICTORY CHRISTIAN CENTER TRACTS, an addition to the City of Great Falls, Cascade County, Montana, and the survey that it represents, and I find the same conforms to the regulations governing the platting of land and to presently platted adjacent land, as near as circumstances will permit and I do hereby approve the same on this \_\_\_ day of \_\_\_\_\_, 20\_\_.

JIM REARDEN, Public Service Director, City of Great Falls, Montana

**CERTIFICATE OF CITY COMMISSION**

I, GREGORY T. DOYON, City Manager of the City of Great Falls, Cascade County, Montana, do hereby certify that this MINOR PLAT OF VICTORY CHRISTIAN CENTER TRACTS, an addition to the City of Great Falls, Cascade County, Montana, was duly examined and approved by the Commission of the City of Great Falls at its regular meeting held on the \_\_\_ day of \_\_\_\_\_, 20\_\_.

GREGORY T. DOYON, City Manager, City of Great Falls, Montana

**CERTIFICATE OF AVAILABILITY OF MUNICIPAL SERVICES**

I, GREGORY T. DOYON, City Manager of the City of Great Falls, Cascade County, Montana, do hereby certify that the City Commission of the City of Great Falls, Montana, found that adequate municipal facilities for the supply of water and disposal of sewage and solid waste are available to the above described property, namely, the facilities of the City of Great Falls, Cascade County, Montana, and that this certificate is made pursuant to Section 76-4-124, MCA, thereby permitting the Clerk and Recorder of Cascade County, Montana to record the accompanying plat. Dated this \_\_\_ day of \_\_\_\_\_, 20\_\_.

GREGORY T. DOYON, City Manager, City of Great Falls, Montana

**CERTIFICATE DISPENSING WITH PARK OR PLAYGROUND**

I, GREGORY T. DOYON, City Manager of the City of Great Falls, Cascade County, Montana, do hereby certify that the City Commission of the City of Great Falls, Montana, found that a cash donation has been made to the park fund in lieu of land for park or playground within the platted area of the MINOR PLAT OF VICTORY CHRISTIAN CENTER TRACTS, an addition to the City of Great Falls, Cascade County, Montana, in accordance with Section 76-3-621, MCA. Dated this \_\_\_ day of \_\_\_\_\_, 20\_\_.

GREGORY T. DOYON, City Manager, City of Great Falls, Montana

**CERTIFICATE OF COUNTY TREASURER**

I, \_\_\_\_\_, County Treasurer of Cascade County, Montana, do hereby certify that I have examined the records covering the areas included in the accompanying MINOR PLAT OF VICTORY CHRISTIAN CENTER TRACTS, to the City of Great Falls, Cascade County, Montana, and find that the taxes on the same have been paid for the last five years. Dated this \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_, Cascade County Treasurer

ORDINANCE 3072

AN ORDINANCE ASSIGNING A ZONING CLASSIFICATION OF R-3 SINGLE-FAMILY HIGH DENSITY DISTRICT TO THE MINOR PLAT OF VICTORY CHRISTIAN CENTER TRACTS, IN G.L.O. LOT 2, SECTION 19, TOWNSHIP 20 NORTH, RANGE 4 EAST, P.M.M., CASCADE COUNTY, MONTANA, TO TRACT 1 OF SAID MINOR, ALL AS SHOWN ON THE SITE PLAN ATTACHED HERETO MARKED EXHIBIT "A" AND BY THIS REFERENCE MADE A PART HEREOF

\* \* \* \* \*

WHEREAS, Harold Poulsen is the owner of record of the property being platted as the Minor Plat of Victory Christian Center Tracts, in G.L.O. Lot 2, Section 19, Township 20 North, Range 4 East, P.M.M., Cascade County, Montana; and,

WHEREAS, Harold Poulsen, has petitioned said Minor Plat of Victory Christian Center Tracts, be assigned a City zoning classification of R-3 Single-family high density district with a conditional use permit allowing a worship facility and the phased construction of the worship facility expansion, upon Tract 1 and upon annexation to City; and,

WHEREAS, Harold Poulsen, has agreed that any development of the subject property shall be substantially in accordance with the site plan attached, as Exhibit "A" and by this reference made a part hereof and the Annexation Agreement of the Minor Plat of Victory Christian Center Tracts; and,

WHEREAS, notice of assigning a zoning classification of R-3 Single-family high density district with a conditional use permit allowing a worship facility and the planned expansion, to said Minor Plat of Victory Christian Center Tracts, was published in the Great Falls Tribune advising that a public hearing on this zoning designation would be held on the 5<sup>th</sup> day of April, 2011, before final passage of said Ordinance herein; and,

WHEREAS, following said public hearing, it was found and recommended that the said zoning designation be made and, NOW THEREFORE,

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

Section 1. It is determined that the herein described zoning designation will meet the criteria and guidelines cited in Section 76-2-304 Montana Code Annotated, and Sections 17.16.36.040 and 17.16.40.030 of the Unified Land Development Code of the City of Great Falls.

Section 2. That the zoning of the Minor Plat of Victory Christian Center Tracts, in G.L.O. Lot 2, Section 19, Township 20 North, Range 4 East, P.M.M., Cascade County, Montana, be designated as R-3 Single-family high density district classification allowing a worship facility and the planned expansion.

Section 3. This ordinance shall be in full force and effect either thirty (30) days after its passage and adoption by the City Commission or upon filing in the office of the Cascade County Clerk and Recorder the resolution annexing the Minor Plat of Victory Christian Center Tracts, in G.L.O. Lot 2, Section 19, Township 20 North, Range 4 East, P.M.M., Cascade County, Montana, into the corporate limits of the City of Great Falls, Montana, whichever event shall occur later.

APPROVED by the City Commission on first reading March 15, 2011.

PASSED, APPROVED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on second reading April 5, 2011.

\_\_\_\_\_  
Michael J. Winters, Mayor

ATTEST:

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

(CITY SEAL)

APPROVED FOR LEGAL CONTENT:

\_\_\_\_\_  
James W. Santoro, City Attorney



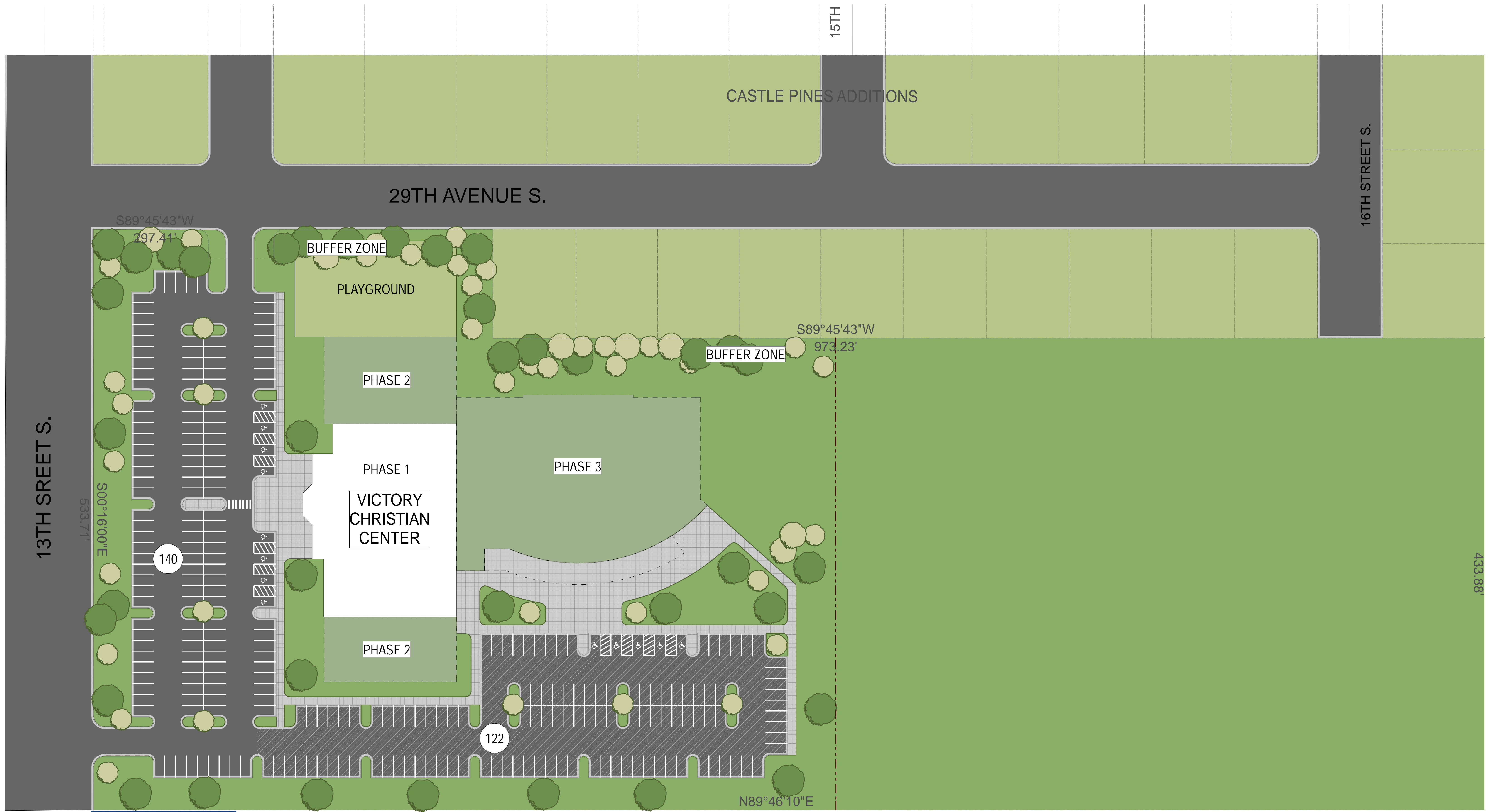
State of Montana     )  
County of Cascade   : ss  
City of Great Falls   )

I, Lisa Kunz, City Clerk of the City of Great Falls, Montana, do certify that I did post as required by law and as prescribed and directed by the Commission, Ordinance 3072 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

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

(CITY SEAL)



140	Parking Stalls - Phase 1
122	Parking Stalls - Phase 2
262	Parking Stalls - Total

±7.5 acres

RESOLUTION 9920

A RESOLUTION APPROVING A CONDITIONAL USE PERMIT TO ALLOW A WORSHIP FACILITY ON TRACT 1, IN G.L.O. LOT 2, SECTION 19, TOWNSHIP 20 NORTH, RANGE 4 EAST, P.M.M., CASCADE COUNTY, MONTANA, LOCATED EAST OF 13<sup>TH</sup> STREET SOUTH AND SOUTH OF 29<sup>TH</sup> AVENUE SOUTH

\* \* \* \* \*

WHEREAS, Harold Poulsen is the owner of record of the property being platted as the Minor Plat of Victory Christian Center Tract 1, in G.L.O. Lot 2, Section 19, Township 20 North, Range 4 East, P.M.M., Cascade County, Montana; and,

WHEREAS, Harold Poulsen has petitioned said Minor Plat of Victory Christian Center Tract 1 be assigned a City zoning classification of R-3 Single-family high density district; and,

WHEREAS, a worship facility is permitted upon processing and approval of a conditional use application; and

WHEREAS, Harold Poulsen, on behalf of Victory Christian Church, has applied for a conditional use permit to allow a ±59,500 square foot commercial structure on said Tract 1, in G.L.O. Lot 2, Section 19, Township 20 North, Range 4 East, P.M.M., Cascade County, Montana, to serve as a worship facility; and

WHEREAS, the Great Falls Zoning Commission conducted a public hearing on February 22, 2011, to consider said conditional use permit application and at the conclusion of said hearing, passed a motion recommending a conditional use permit be granted to allow a worship facility on Tract 1 in G.L.O. Lot 2, Section 19, Township 20 North, Range 4 East, P.M.M., Cascade County, Montana.

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

That the Conditional Use Permit to allow a worship facility and planned expansion on Tract 1, in G.L.O. Lot 2, Section 19, Township 20 North, Range 4 East, P.M.M., Cascade County, Montana, is hereby approved; and,

BE IT FURTHER REOLVED BY SAID CITY COMMISSION that, pursuant to Title 17, Section 16, Article 36 of the Unified Land Development Code, (1) the development of the subject property shall be substantially in accordance with the site plan attached as Attachment "A" and, by this reference; made a part hereof; (2) the Conditional Use Permit shall be considered a covenant that runs with the land and shall be binding on all subsequent property owners; and, (3)the Conditional Use Permit shall expire one year after the date of issuance unless substantial work has commenced under the permit and continues in good faith to completion.

BE IT FURTHER RESOLVED BY SAID CITY COMMISSION that this resolution shall become effective immediately upon its passage and approval by the City Commission.

PASSED AND APPROVED by the City Commission of the City of Great Falls, Montana, on this 5<sup>th</sup> day of April, 2011.

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Michael J. Winters, Mayor

ATTEST:

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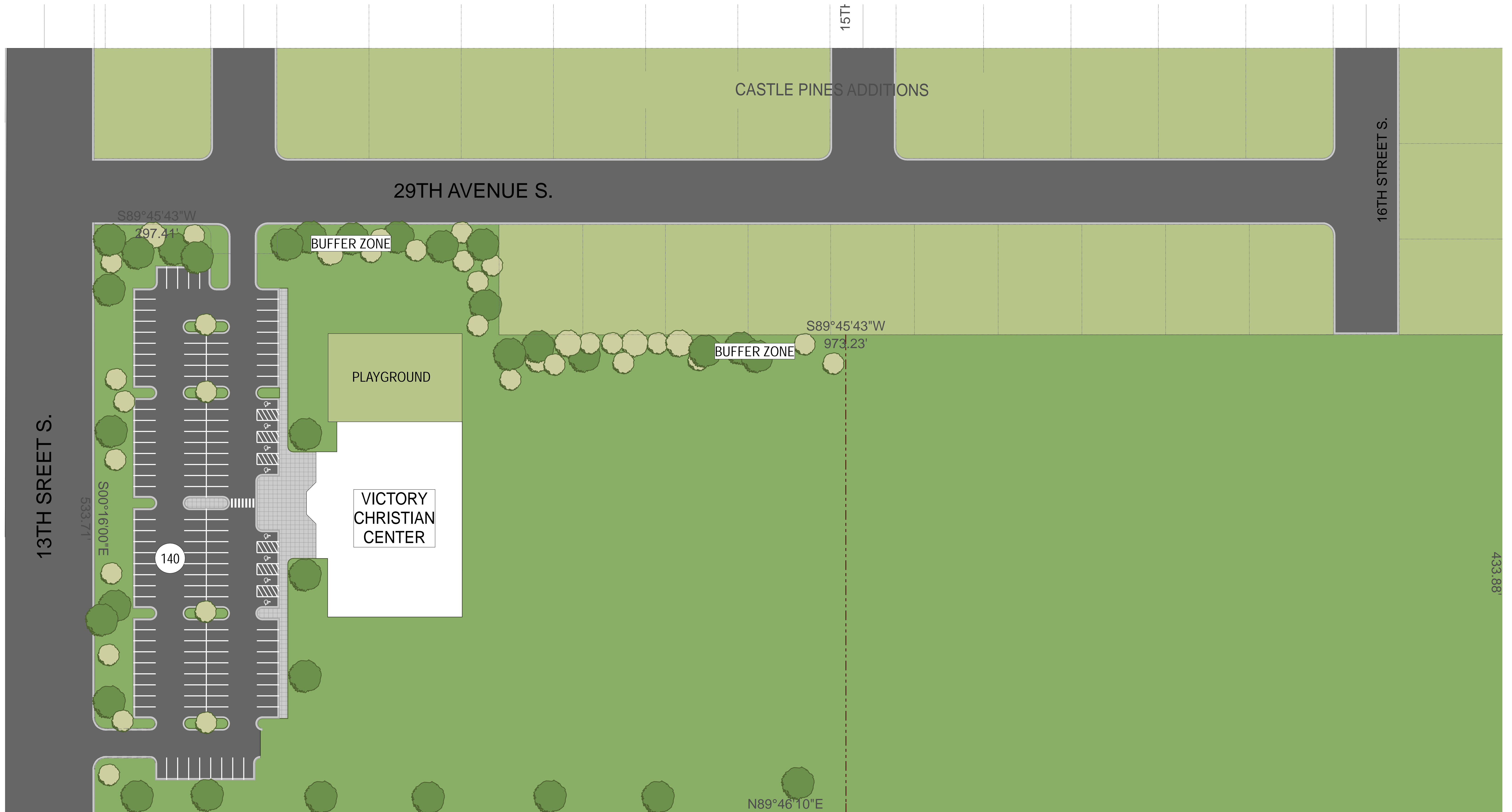
Lisa Kunz, City Clerk

(CITY SEAL)

APPROVED FOR LEGAL CONTENT:

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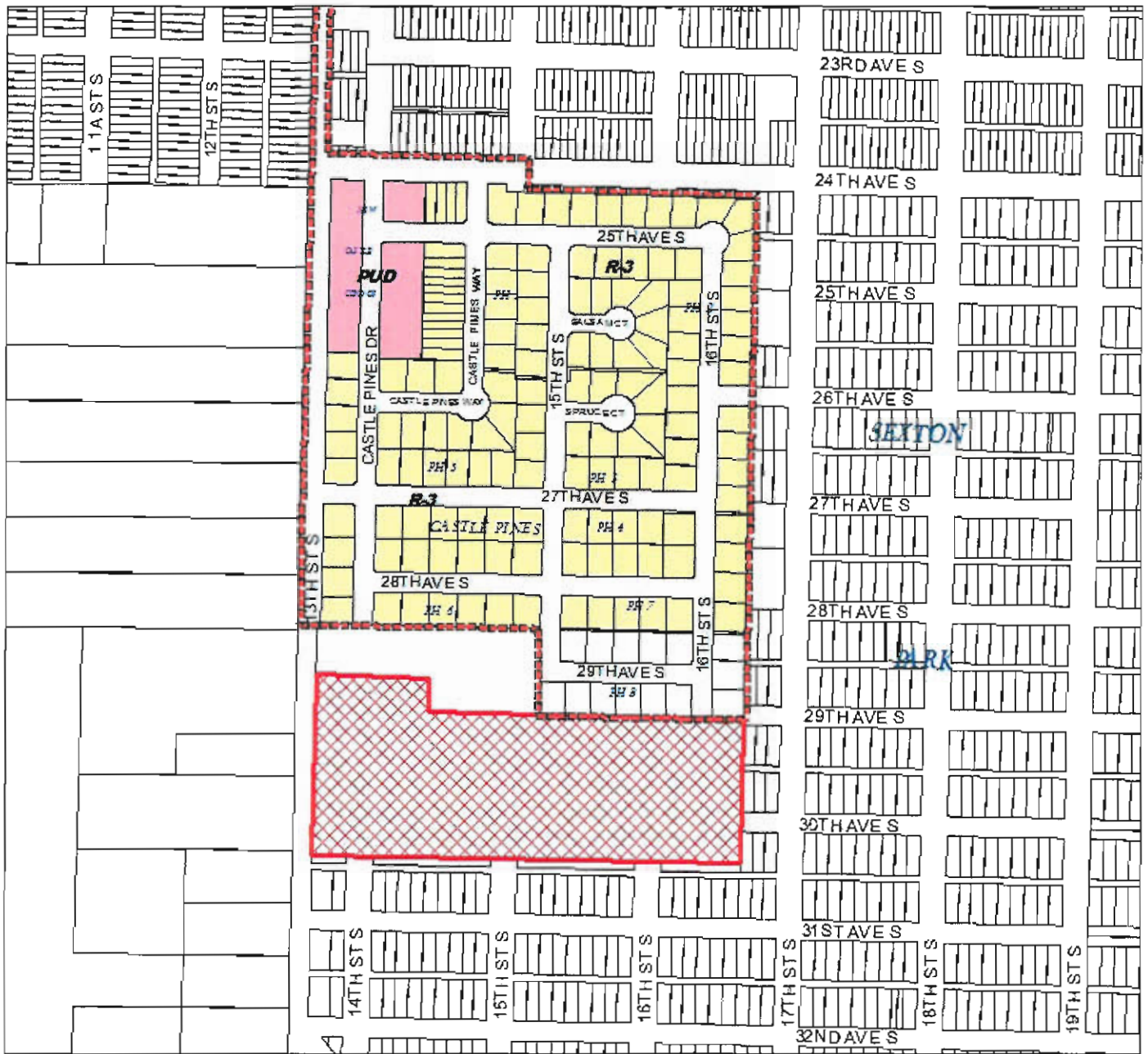
James W. Santoro, City Attorney



140	Parking Stalls - Phase 1
122	Parking Stalls - Phase 2
262	Parking Stalls - Total

±7.5 acres

# VICINITY/ZONING MAP



 Victory Christian Center	 I-1 Light industrial	 R-10 Mobile home park
<b>Zoning</b>	 I-2 Heavy industrial	 R-2 Single-family medium density
 AI Airport Industrial	 M-1 Mixed-use district	 R-3 Single-family high density
 C-1 Neighborhood commercial	 M-2 Mixed-use transitional	 R-5 Multi-family medium density
 C-2 General commercial	 PLI Public lands institutional	 R-6 Multi-family high density
 C-3 Highway commercial	 POS Park Open Space	 R-9 Mixed residential
 C-4 Central business core	 PUD Planned unit development	 Unincorporated
 C-5 Central business periphery	 R-1 Single-family suburban	

**ANNEXATION AGREEMENT  
FOR  
MINOR PLAT OF VICTORY CHRISTIAN CENTER TRACTS  
IN GOVERNMENT LOT 2 OF SECTION 19,  
TOWNSHIP 20 NORTH, RANGE 4 EAST,  
CASCADE COUNTY, MONTANA**

1. PREFACE

The following is a binding Agreement dated this \_\_\_\_\_ day of \_\_\_\_\_, 2011, between HAROLD POULSEN, hereinafter referred to as “Owner,” and the CITY OF GREAT FALLS, MONTANA, a municipal corporation of the State of Montana, hereinafter referred to as “City,” regarding the requirements for filing the Final Plat and the annexation to the corporate limits of City, of Minor Plat of Victory Christian Center Tracts, in Government Lot 2 of Section 19, Township 20 North, Range 4 East, Cascade County, Montana, hereinafter referred to as “Subdivision.”

2. PREVIOUS AGREEMENTS

- A. Master Plan Agreement dated November 7, 1995, between Lone Tree, Inc., a Montana statutory close corporation, and the City of Great Falls, filed in the office of the Clerk and Recorder of Cascade County on Reel 285, Document 613.
- B. Off-Site Improvements Trust Fund Agreement, dated November 7, 1995, between Lone Tree, Inc., a Montana statutory close corporation, and the City of Great Falls, filed in the office of the Clerk and Recorder of Cascade County on Reel 285, Document 615.
- C. Economic Development Agreement, dated November 7, 1995, between Lone Tree, Inc., a Montana statutory close corporation, and the City of Great Falls, filed in the office of the Clerk and Recorder of Cascade County on Reel 285, Document 617.

3. PRIOR ACTIONS

None

4. SUPPORTING DOCUMENTS

- A. A final plat of Subdivision prepared by Woith Engineering and filed of record in the Clerk and Recorder’s Office of Cascade County, Montana.

- B. Final engineering drawings and specifications prepared by Woith Engineering consisting of documents for sanitary sewer mains, water mains, drainage improvements, paving, sidewalk, curb and gutter. Said drawings and specifications are on file in the City Engineer's office.
- C. Loan commitment letter dated June, 2008, by Stockman Bank of Great Falls, to indicate the capability of Owner to pay for the public improvements referenced in Paragraph 4.B. hereinabove. A copy of the same is filed in the office of the Great Falls City Planning Board.

5. AMENDMENTS

Minor changes to engineering documents and such revisions to the engineering drawings as are deemed appropriate and necessary by City's Engineer and City's Public Works Department and which do not materially affect the hereinabove mentioned final plat, can be made as follows:

- A. The proposed revision will be submitted to City's Public Works Department for review and, if approved, the City Engineer or Public Works Director will sign and adequately annotate the change.
- B. The annotated revision becomes a part of this Agreement upon City's Public Works Department approval.
- C. Changes during construction shall be made by change order approved by City's Public Works Department.
- D. "As Built" reproducible drawings shall be supplied to City's Engineer upon completion of the construction.
- E. All amendments to this Agreement, except as allowable above in this section, shall be in writing and approved by City and Owner.

6. FEES AND CHARGES

- A. Prior to annexation of Subdivision, Owner shall pay the Annexation Application Fee of \$100.00, Minor Plat Fee of \$600.00, Zoning Application Fee of \$700.00, Annexation Agreement Fee of \$200.00, Annexation Resolution Fee of \$200.00, Storm Sewer Fee of \$3,399.25, and Recording Fee of \$ 99.00. All required fees have been paid by the Owner.
- B. Owner or its successors or assigns shall reimburse City for its expenses incurred in testing and acceptance of public utilities to serve Subdivision at the rates charged by City for said work at the time performed.
- C. Water tapping, water connection, sewer service tapping, and sewer connection fees will be assessed at the time of installation.
- D. The absence of any fee from this agreement lawfully charged by the City in connection with construction activity associated with Subdivision shall not constitute a waiver by the City.

7. PUBLIC IMPROVEMENTS

Owner agrees to complete within two (2) years of the date of this Agreement, the installation of the sanitary sewer and water improvements, drainage improvements, street paving and curb and gutter to serve Subdivision, according to plans referenced in Paragraph 4.B. above and filed in the City Engineer's Office and in accordance with



standards of City. These improvements include the drainage improvements required within 13<sup>th</sup> Street South from the intersection of 27<sup>th</sup> Avenue South to the extent required by the City and provide inlets at 29<sup>th</sup> Avenue South as required by the City Engineer's Office.

8. REQUIRED OVER-SIZING OF IMPROVEMENTS

- A. Additionally, to accommodate the long term growth plan that City foresees, Owner agrees to install required over-sizing (water main) improvement, instead of the standard City required improvements in the portion of 13<sup>th</sup> Street South abutting Subdivision. City agrees to reimburse the Owner for the over-sizing cost of improvements installed in 13<sup>th</sup> Street South within (30) days of its acceptance of the installations and appropriate billing, including provisions of adequate information and documentation supporting said costs.
- B. Additionally, to accommodate the installation of said water main, Owner agrees to repair the paved section within 13<sup>th</sup> Street South as directed by the City Public Works Department. City agrees to reimburse the Owner for the paved section repair installed in 13<sup>th</sup> Street South within (30) days of its acceptance of the installations and appropriate billing, including provisions of adequate information and documentation supporting said costs.

9. WATER MAIN REIMBURSEMENTS

- A. City shall be entitled to reimbursement for abutting properties on the west side of 13<sup>th</sup> Street South proportionate share of the costs to install the water main abutting said improvement referenced in paragraph 4.B. hereinabove.
- B. Owner shall provide City with its actual cost of the installation of the hereinabove mentioned water main within twelve (12) months after approval and acceptance thereof by City.

10. FUTURE PUBLIC INFRASTRUCTURE EASEMENTS AND INSTALLATION

Owner hereby agrees to provide easements and dedicated rights-of-way as required and install required sanitary sewer, water mains, drainage improvements, street paving, curb and gutter along that portion of 16<sup>th</sup> Street South within the eastern Tract 2 of the Subdivision when deemed necessary by the City based upon additional incorporated development in the vicinity utilizing said infrastructure and roadway for access. Owner further agrees to pay its proportionate share of the cost of any future public utility main and/or roadway improvement that may be installed in the dedicated road right-of-way and/or easement dedicated within Subdivision or that may be installed adjacent to Subdivision.

11. RESTRICTIONS ON BUILDING PERMITS AND OCCUPANCY

Building permits for lots in Subdivision shall not be issued until the contracts for installation of the public improvements have been executed. Owner acknowledges that City will not permit the occupancy of any structure in Subdivision until street improvement and water and sanitary sewer mains within Subdivision have been installed, tested and accepted by City, which acceptance will not be unreasonably withheld by City.

12. INDEMNIFICATION FOR SOIL CONDITIONS

Owner hereby agrees to indemnify and hold the City, its employees, agents and assigns harmless for and against all claims, attorney fees, judgments, demands and/or liability of every kind and nature, arising out of, or attributable to soil conditions and/or groundwater associated with the herein described property.

13. FUTURE STORM DRAINAGE FACILITIES

Owner hereby agrees to waive right to protest any future area wide special improvement district for storm drainage facilities and further agrees to pay for proportionate share of any future storm drainage improvements which service Subdivision that may be installed with or without an area wide special improvement district. The term "area wide" as used herein, means any area larger than that covered by Subdivision which is a contributor to the drainage sub-basin of which Subdivision is a part.

14. PUBLIC ROADWAY LIGHTING

Owner hereby agrees to waive its right to protest any future special lighting district for public roadway lighting facilities that service Subdivision, and further agrees to pay for proportionate share of the costs associated with roadway lighting which service Subdivision that may be installed with or without a special lighting district.

15. SIDEWALKS

It is hereby agreed that the following exception to the strict adherence of Subdivision requirements will be permitted: sidewalks serving and abutting any lot in Subdivision shall be installed as a condition of final occupancy by the then lot owner within six (6) months (allowing for unfavorable weather conditions only) of occupancy. It is understood that the above provision regarding sidewalks shall not preclude City from exercising its authority provided by Chapter 12.28, Municipal Code of the City of Great Falls pertaining to sidewalks.

16. ADHERENCE TO OFF-SITE IMPROVEMENTS TRUST FUND AGREEMENT

To assist in the eventual expenses in improving 13<sup>th</sup> Street South and 24<sup>th</sup> Avenue South in the vicinity of Minor Plat of Victory Christian Center Tracts, including water main installation and providing a secondary water source to the Castle Pines development area, a trust fund was created in conjunction with Castle Pines Addition, Phase I. Owner has deposited the proportionate share of said fees as agreed with by the developer and the City Public Works Director and City Engineer in a letter dated December 15, 2010. A copy of the same is filed in the City Engineers Office and the Great Falls City Planning & Community Development. Said monetary amount was determined by agreement between the developer and City, based on the original provisions contained in said Off-Site Improvements Trust Fund Agreement, dated November 7, 1995.

17. WAIVER OF PROTEST OF ANNEXATION

Owner does hereby waive any and all statutory procedure notice on right of protest to annexation of Subdivision, as provided for by State law.

18. WARRANTY, OWNERSHIP AND INSPECTION OF UTILITY AND STREET IMPROVEMENTS

- A. After the public utilities and street improvements described in Paragraph 4.B. hereof have been installed and accepted by City, the same shall be in all respects treated, owned and maintained as though the same had been constructed and installed by City. However, to the extent installed by Owner, Owner or its contractor shall guarantee said improvements against defective work and materials for a period of two (2) years from date of acceptance of the completed improvements by City.
- B. Installation of the public utilities and street improvements described in Paragraph 7. hereof, shall be subject to City's infrastructure inspection policy in place at the time of installation.

19. ANNEXATION PREREQUISITES

Subdivision is contiguous to City; is not included within the boundary of any other incorporated municipality; and is not a part of any fire district existing or organized under any of the provisions of Chapter 33, Title 7, of the Montana Code Annotated. Subdivision, upon annexation to City, will be provided fire protection services by City comparable to that provided incorporated properties.

20. MAINTENANCE DISTRICTS

Owner waives its right to protest the lawful creation by City of maintenance districts for any proper purpose including, but not limited to, fire hydrant and street maintenance and shall pay the proportionate share of the costs associated with said maintenance districts as they may be applied to Subdivision.

21. CITY ACCEPTANCE AND ZONING

In consideration of the foregoing, City hereby accepts and approves the final plat of Subdivision and will approve the property contained within the boundaries of Subdivision for incorporation by annexation into the corporate limits of the City of Great Falls, Montana, as R-3 Single-family high density district zoning classification and a conditional use permit for Tract 1 of said plat for construction of a worship facility. It is hereby understood that the preceding language regarding zoning of lots in Subdivision does not preclude City from reclassifying lots if an area wide reclassification is undertaken, in which event City agrees to reclassify said lots as a conforming use.

22. BINDING EFFECT

The provisions covenants and terms of this Agreement shall run with the land and bind the present owners, their devisees, heirs, successors, and assigns; and any and all parties claiming by, through, or under them, shall be taken to agree and covenant with each of the parties to the Agreement, their devisees, heirs, successors and assigns, to conform to the provisions, covenants and terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal the day, month and year first hereinabove written.

**CITY OF GREAT FALLS**  
A Municipal Corporation of the State of Montana

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Gregory T. Doyon, City Manager

ATTEST:

---

Lisa Kunz, City Clerk

(Seal of the City)

APPROVED FOR LEGAL CONTENT:

---

James W. Santoro, City Attorney

OWNER

By: \_\_\_\_\_  
Harold Poulsen

State of Montana )  
                                          :SS.  
County of Cascade)

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year Two Thousand and Eleven, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Harold Poulsen, known to me to be the person whose name is subscribed to the instrument within and acknowledged to me that he executed the same.

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

\_\_\_\_\_  
Notary Public for the State of Montana

\_\_\_\_\_  
Notary Public for the State of Montana (Printed)  
Residing at \_\_\_\_\_  
My commission Expires \_\_\_\_\_, 20\_\_\_\_\_

(NOTARIAL SEAL)



# G R E A T F A L L S F I R E R E S C U E

105 9th Street South  
Great Falls, MT 59401

Phone: 406-727-8070  
Fax: 406-454-2454

March 9, 2011

To: Planning Director Mike Haynes

From: Fire Chief Randall McCamley

Re: Development Ordinance 3072

Thank you for the opportunity of reviewing the proposed development identified in Ordinance 3072. While the Fire Department is generally in support of economic development projects, we feel it's important to go on the record with our public safety concerns. Based on the location of this project in relation to current fire station distribution, it is important the project developers and prospective occupants have a clear understanding of the fire department service delivery. Due to the distance of the proposed development to the closest city fire station, we have determined the travel time to be approximately 5 minutes or greater. This emergency response travel time is calculated by using a generally accepted emergency response time formula and historical response time data when available.

*The National Fire Protection Agency (NFPA) 1710 5.2.4.1.1 "The fire department's fire suppression resources shall be deployed to provide for the arrival of an engine company within 240-second travel time to 90 percent of the incidents as established in Chapter 4."*

Based on the travel distances and the corresponding travel time, the fire department is concerned with meeting the community's emergency performance outcomes.

Respectfully submitted,

Fire Chief Randall McCamley



**Item:** Public Hearing – Resolution 9915 to Annex, Ordinance 3070 to Assign City Zoning, Annexation Agreement and the Final Plat of Northview Addition, Phase 5

**From:** Charles Sheets, Development Review Coordinator

**Initiated By:** Jim Workman Construction Co., Property Owner and Developer

**Presented By:** Mike Haynes, AICP, Director of Planning and Community Development

**Action Requested:** City Commission adopt Resolution 9915, Ordinance 3070, the Final Plat and Annexation Agreement all pertaining to Northview Addition, Phase 5

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**Public Hearing:**

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

**Suggested Motions:** (Each motion to be separately considered)

1. Commissioner moves:

“I move that the City Commission (adopt/deny) Resolution 9915 and (approve/disapprove) the Final Plat and Annexation Agreement all pertaining to Northview Addition, Phase 5.”

and;

“I move that the City Commission (adopt/deny) Ordinance 3070.”

2. Mayor calls for a second, discussion, and calls for the vote after each motion.
- 

**Recommendation:** At the conclusion of a meeting held on May 25, 2010 the Zoning Commission recommended a motion to the City Commission that Northview Addition, Phase 5 be zoned PUD Planned unit development district, upon annexation to the City. The Planning Advisory Board recommended a motion to the City Commission to approve the annexation and the Final Plat of Northview Addition, Phase 5.

Ordinance 3070 to assign City zoning for Northview Addition Phase 5 was accepted by the City Commission on first reading on March 1, 2011. Notice of Public Hearing held before the City Commission for the annexation, establishment of City zoning, and final plat for Northview Addition Phase 5 was published in the Great Falls Tribune on March 20, 2011.

**Background:** At the conclusion of a public hearing held January 9, 2007, the Planning Advisory Board conditionally approved the preliminary plat of Northview Addition, Phases 2-7 and the Zoning Commission approved a motion assigning a zoning classification of PUD Planned unit development district to each phase upon annexation to the City. During a meeting held February 6, 2007, the City Commission conditionally approved the Preliminary Plat of Northview Addition Phases 2-7, as recommended by the Planning Advisory Board. No citizens spoke as proponents or opponents during the hearing.

To date, the applicant has completed development of the first four phases of Northview Addition. The applicant now requests approval of the final plat of Phase 5 and the modified site plan that deviates from the previously approved preliminary plat and site plan. The subdivision is located along a segment of 37<sup>th</sup> Avenue Northeast including the intersection with 12<sup>th</sup> Street Northeast.

Within the area covered by Phase 5, the previously approved preliminary plat and site plan provided for 5 conventional single-family residential lots along the north side of 37<sup>th</sup> Avenue Northeast and 6 condominium units along the south side of 37<sup>th</sup> Avenue Northeast. With the market for condominium units being more attractive than that for conventional units, the applicant proposes to replace the five conventional residential lots along the north side of 37<sup>th</sup> Avenue Northeast with a single lot to contain six residential condominium units.

For additional information, please refer to the attached: Vicinity/Zoning Map, Resolution 9915 with attachment and Ordinance 3070 with attachment.

Access to subject property will via by 9<sup>th</sup> Street Northeast. The intersection of 37<sup>th</sup> Avenue Northeast and 12<sup>th</sup> Street Northeast and will eventually be accessible via an extension of 12<sup>th</sup> Street Northeast, as future phases and other properties in the vicinity are subdivided and developed.

The developer will construct the roadway within the subdivision to City standards with paving, curb, gutter and sidewalks.

City water and sewer mains will be installed. Easements will be provided within the plat for the installation of private utilities.

Based on land contours, the area generally slopes to the north. The City Engineer is in the process of creating a regional storm water detention pond to serve this and future development in the area.

The developer will fulfill the subdivision's park obligation by paying a fee in lieu of dedicating park land, which is acceptable to the Park and Recreation Department.

Annexation of subject property will enhance health, safety and welfare through application of City Codes and provision of municipal services.



The developer is proposing the PUD Planned unit development district site plan submitted with the preliminary plat be modified to allow construction of six condominiums on each side of 37<sup>th</sup> Avenue Northeast, in place of the five single-family lots on the north side and six condominiums on the south side of the Avenue.

Section 76-2-304 Montana Code Annotated lists criteria and guidelines, which must be considered in conjunction with establishing municipal zoning on land:

- a) is designed in accordance with the growth policy (comprehensive plan);
- b) is designed to lessen congestion in the streets;
- c) will secure safety from fire, panic or other dangers;
- d) will promote health and the general welfare;
- e) will provide adequate light and air;
- f) will prevent overcrowding of land;
- g) will avoid undue concentration of population;
- h) will facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirements;
- i) gives reasonable consideration to the character of the district;
- j) gives reasonable consideration to the peculiar suitability of the property for particular uses;
- k) will conserve the value of buildings; and
- l) will encourage the most appropriate use of land throughout the municipality.

The proposed single story duplex condominiums would provide an additional ownership option and a good mix with other residences being built in the area.

Goals of the land use element of the Great Falls Growth Policy include:

- To support and encourage efficient, sustainable development and redevelopment throughout the community.
- To support and encourage a compatible mix of land uses in newly developing areas.

Applicable policy statements include “residential land uses should be planned and located so that they do not result in adverse impacts upon one another” and “Annexations should be logical and efficient extensions of the City’s boundaries and service areas.” Therefore, staff concludes the above-cited criteria are substantially met.

At the conclusion of a public hearing held May 25, 2010, the Planning Advisory Board passed a motion recommending the City Commission approve the Final Plat of Northview Addition, Phase 5, and annexation of the property contained therein, subject to fulfillment of the following conditions by the applicant:

- 1) The Final Plat of Northview Addition, Phase 5, shall incorporate correction of any errors or omissions noted by staff including provision of a notification clause to purchasers regarding soil conditions.
- 2) The final engineering drawings, specifications and cost estimates for public improvements in 37<sup>th</sup> Avenue Northeast shall be submitted to the City Public Works Department for review and approval prior to consideration of the annexation by the City Commission.
- 3) An Annexation Agreement shall be prepared containing terms and conditions for annexation of the area within the Final Plat, including agreement by applicant to:

- a) install, within two years of the date of annexation the public improvements referenced in Paragraph 2 above;
  - b) to indemnify and hold City harmless for any damages that may be sustained as a result of adverse soil and/or groundwater conditions, and;
  - c) to adhere to the attached PUD Site Plan in conjunction with the development of Phase 5.
- 4) All applicable fees owed as a condition of annexation or plat approval shall be paid.
  - 5) A financial surety in the amount of \$ 2,314.28 (i.e. personal check or certificate of deposit) shall be established in the name of the applicant and City for Phase 5's proportionate share of the cost of the roadway and 8-inch water main in the segment of 12<sup>th</sup> Street Northeast to cross Mark 14E1, Section 36, Township 21 North, Range 3 East.

At the time of writing this report, Items 2, 3, 4 and 5 have been completed by the applicant and Item 1 will be completed prior to filing the final subdivision plat.

**Concurrences:** Representatives from the City's Public Works, Community Development, Parks and Recreation and Fire Departments have been involved throughout the review and approval process for this project.

**Fiscal Impact:** Providing services is expected to be a negligible cost to the City. Any increased costs likely will be covered by increased tax revenues from improved properties.

**Alternatives:** If there are justifiable reasons to do so, the City Commission could deny the requested action to the extent allowed in City Code and State Statute.

**Attachments/Exhibits:**

Vicinity/Zoning Map  
Resolution 9915 with attachment  
Ordinance 3070 with attachment  
Annexation Agreement

Cc: Jim Rearden, Public Works Director,  
Dave Dobbs, City Engineer  
Jim Workman Construction Co., 1024 36<sup>th</sup> Avenue Northeast, Great Falls, MT 59404  
Woith Engineering, 1725 41<sup>st</sup> St S, Great Falls, MT, 59405

RESOLUTION 9915

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, TO EXTEND THE BOUNDARIES OF SAID CITY TO INCLUDE NORTHVIEW ADDITION PHASE 5, LOCATED IN THE SE1/4 OF SECTION 25, TOWNSHIP 21 NORTH, RANGE 3 EAST, P.M.M., CASCADE COUNTY, MONTANA, MORE PARTICULARLY DESCRIBED HEREINBELOW; ALL AS SHOWN ON THE MAP ATTACHED HERETO MARKED ATTACHMENT "A" AND BY THIS REFERENCE MADE A PART HEREOF.

\* \* \* \* \*

WHEREAS, the City of Great Falls is a city incorporated under the laws of the State of Montana, and having a population of more than ten thousand (10,000) is a city of the first class; and,

WHEREAS, there is contiguous to said City, but without the boundaries thereof, certain tracts or parcels of land situated in the County of Cascade, State of Montana, and described as follows:

Northview Addition Phase 5, located in the SE1/4 of Section 25, Township 21 North, Range 3 East, Cascade County, Montana, and containing 3.276 acres,

all as shown on the map attached hereto marked Attachment "A" and by this reference made a part hereof and according to the final plat of Northview Addition Phase 5; and,

WHEREAS, Section 7-2-4601, Montana Code Annotated, provides that whenever the owners of real property contiguous to any incorporated city of the first class petition to have said property made a part of the municipal corporation, such lands may be embraced within the corporate limits thereof and the boundaries of such city of the first class extended so as to include the same; and,

WHEREAS, the owner of the hereinabove described property has submitted a petition to have said property annexed to the City of Great Falls.

NOW, THEREFORE, the City Commission now finds that it is to the best interest of the City of Great Falls and its inhabitants to proceed with the incorporation of said territory into the City of Great Falls; and,

WHEREAS, all of the proceedings herein have been conducted in strict compliance with and in conformity to the law and constitution of the State of Montana, and all conditions, acts, and things required to be done precedent to and in the passage and adoption of this resolution have been properly and legally done, and performed;

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

That the boundaries of the City of Great Falls, Montana, be and the same are hereby extended so as to embrace and include within the corporate limits of said city all of the land hereinabove described, included as: "NORTHVIEW ADDITION PHASE 5, LOCATED IN THE SE1/4 OF SECTION 25, TOWNSHIP 21 NORTH, RANGE 3 EAST, P.M.M., CASCADE COUNTY, MONTANA."

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

That the Cascade County Clerk and Recorder is hereby authorized and directed to change the appropriate district boundaries of the City of Great Falls, Montana, to include said tract of land; and,

That this Resolution shall become effective from and after the date of the filing of said document in the office of the Cascade County Clerk and Recorder.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on this 5<sup>th</sup> day of April, 2011.

\_\_\_\_\_  
Michael J. Winters, Mayor

ATTEST:

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

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

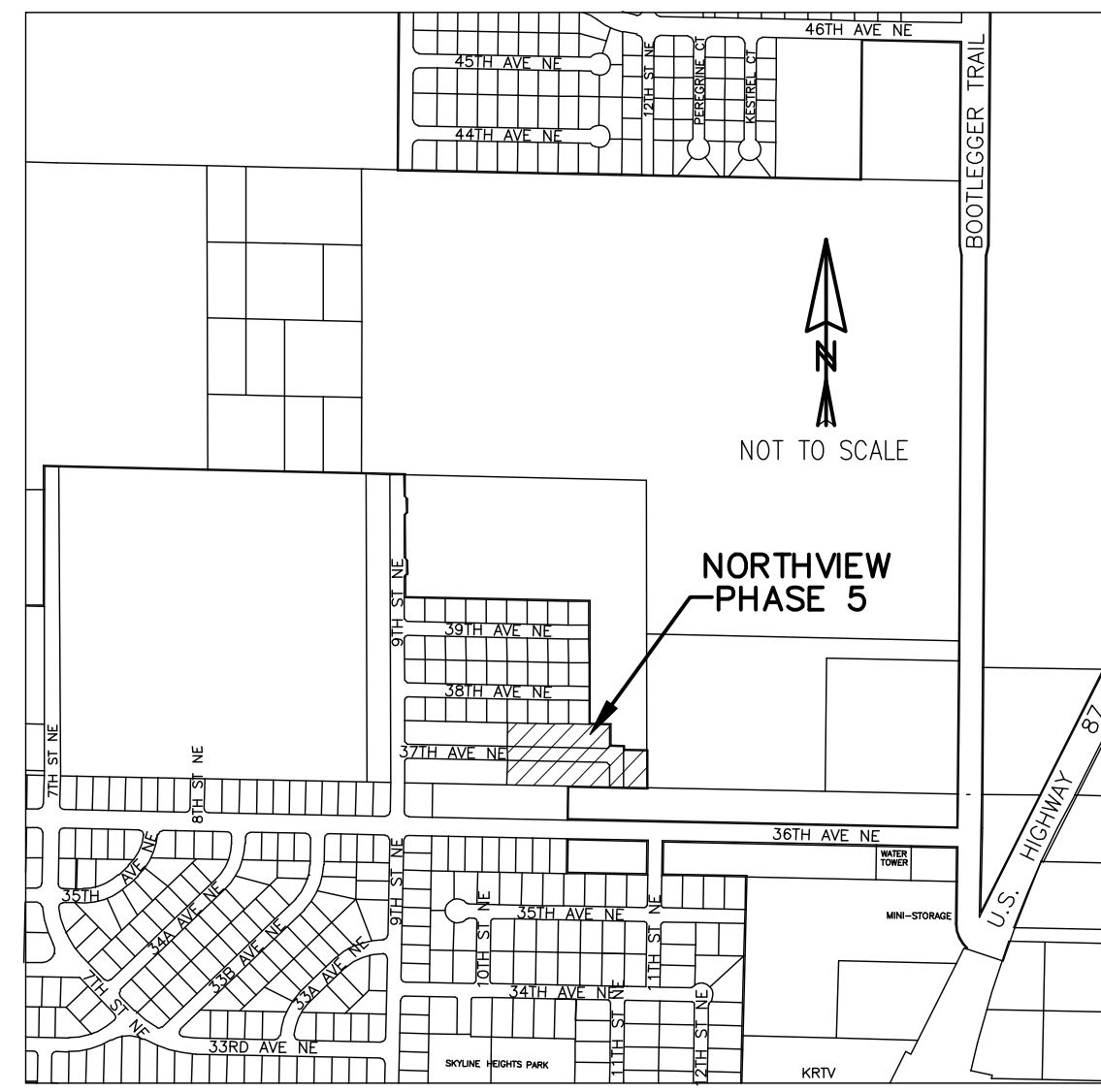
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James W. Santoro, City Attorney

# PLAT OF NORTHVIEW ADDITION — PHASE 5

TO THE CITY OF GREAT FALLS  
A SUBDIVISION IN THE SE 1/4, SECTION 25, T21N, R3E.,  
P.M. MT, CASCADE COUNTY, MONTANA

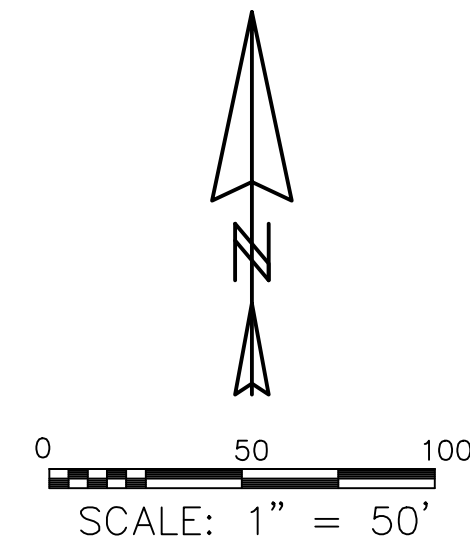
Attachment A



VICINITY MAP

### LEGEND

- SET 5/8" x 24" IRON PIN AND CAP
- FOUND IRON PIN AND CAP
- ⊕ STREET MONUMENT
- ① BLOCK NUMBER
- ① LOT NUMBER
- SF SQUARE FEET
- POB POINT OF BEGINNING
- ADDITION BOUNDARY
- NEW PROPERTY LINES
- EXISTING PROPERTY LINES
- EXISTING SECTION LINE
- STREET CENTER LINES
- FUTURE DEVELOPMENT
- UTILITY EASEMENTS

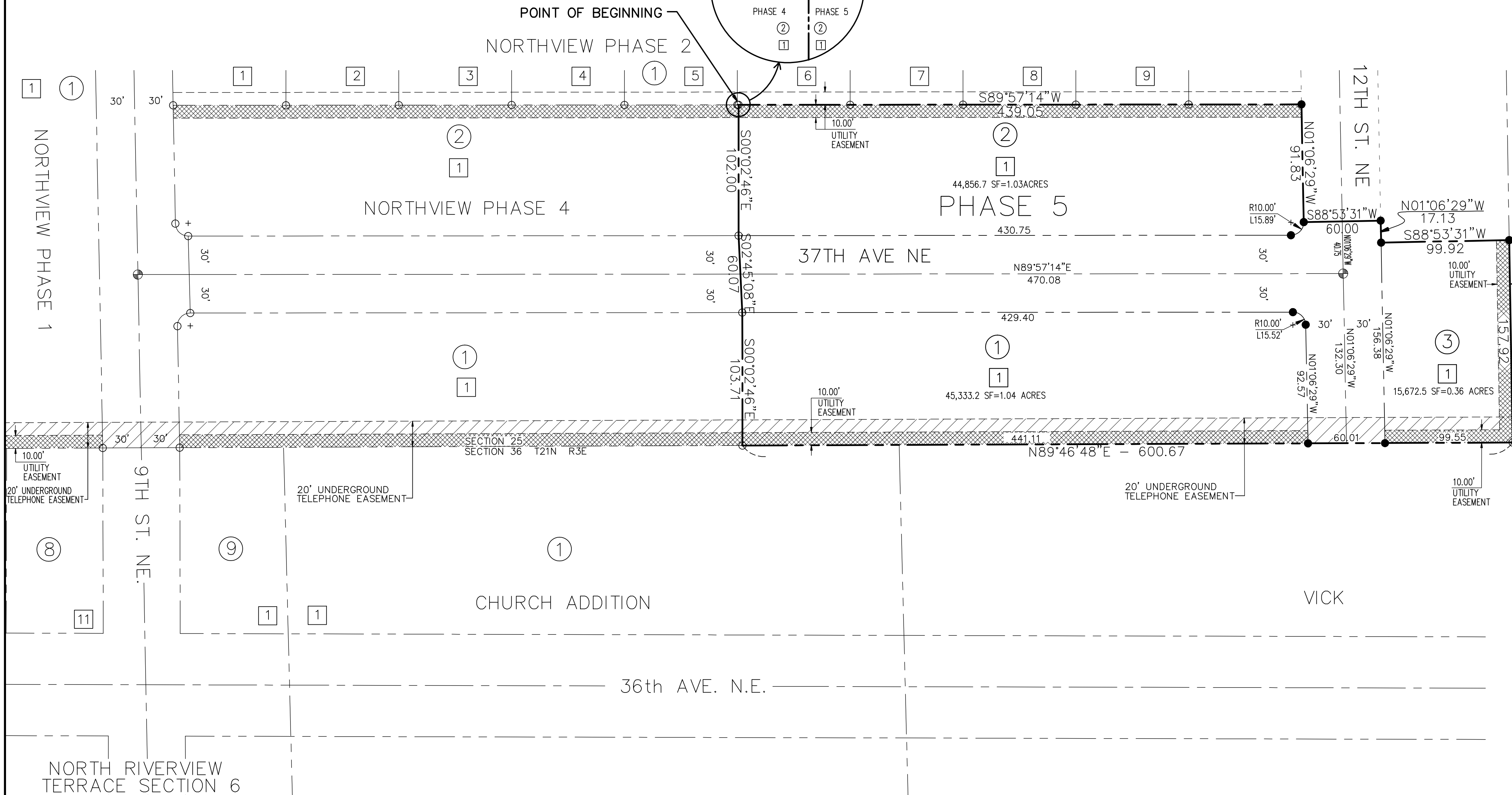
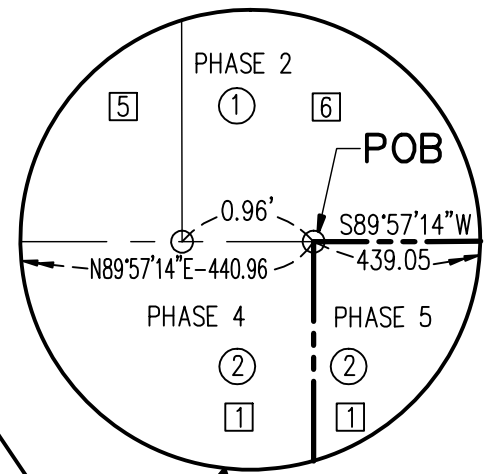


### BASIS OF BEARING

BASIS OF BEARING IS TRUE NORTH  
BASED ON GEODETIC INVERSES USING  
SURVEY GRADE G.P.S. SYSTEM.

### PHASE 5 AREAS

LOTS	105,862.41	SF = 2.430 ACRES
STREETS	36,830.35	SF = 0.846 ACRES
TOTAL	142,692.76	SF = 3.276 ACRES



### CERTIFICATE OF DEDICATION

We, the undersigned property owners, do hereby certify that we have caused to be surveyed and platted into lots, blocks, streets and avenues as shown by the attached plat, the tract of land to be known as the PLAT OF NORTHVIEW ADDITION - PHASE 5 to the City of Great Falls, a subdivision in the SE1/4, Section 25, T21N, R3E, P.M. MT, Cascade County, Montana, more fully described as follows:

Beginning at the northeast corner of Northview Addition Phase 4 to the City of Great Falls, Montana as filed in the office of the Clerk and Recorder of Cascade County Montana; thence 500°02'46"E, 102.00 feet; thence S02°45'08"E, 60.07 feet; thence S00°02'46"E, 103.71 feet; the first three courses being along the easterly boundary of said Northview Addition Phase 4; thence N89°46'48"E, 600.67 feet along the southerly boundary of Section 25, T21N, R3E, P.M. MT; thence N00°58'04"W, 157.92 feet; thence S88°53'31"W, 99.92 feet; thence N01°06'29"W, 17.13 feet along the easterly right of way of 12th Avenue Northeast; thence S88°53'31"W, 60.00 feet; thence N01°06'29"W, 91.83 feet along the westerly right of way of 12th Avenue Northeast; thence S89°57'14"W, 439.05 feet along the southerly boundary of Northview Addition Phase 2 to the City of Great Falls, Montana and thus to the POINT OF BEGINNING; containing 3.276 acres.

The above described tract of land is to be known and designated as the PLAT OF NORTHVIEW ADDITION - PHASE 5 to the City of Great Falls, Cascade County, Montana, and the land included in all streets and avenues shown on said plat are hereby granted and donated to the use of the public forever.

JIM WORKMAN CONSTRUCTION CO.

JIM WORKMAN, PRESIDENT

KATHLEEN WORKMAN, SEC. / TREAS.

STATE OF MONTANA )

County of Cascade )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2010, before me, a Notary Public, in and for the State of Montana, personally appeared JIM WORKMAN & KATHLEEN WORKMAN, known to me to be the President and Sec./ Treas. respectively of the corporation above and are the persons who executed the foregoing Certificate of Dedication and they acknowledged to me that they executed the same.

SEAL

NOTARY PUBLIC, State of Montana  
Residing at Great Falls, Montana  
My Commission Expires \_\_\_\_\_

Print Notary Public Name

CERTIFICATE OF SURVEYOR

I, DALE E. SCHAEFFER, Professional Engineer and Land Surveyor, Montana Reg. No. 5206ES, do hereby certify that in May, 2010 I supervised the survey of the tract of land shown on the attached PLAT OF NORTHVIEW ADDITION - PHASE 5 to the City of Great Falls, Cascade County, Montana, as described in the Certificate of Dedication, and that the survey was made in accordance with the provisions of Title 76, Chapter 3, Part 4, MCA.

SEAL

DALE E. SCHAEFFER, PEELS  
Montana Reg. No. 5206ES

CERTIFICATE OF GREAT FALLS PLANNING BOARD

We, the undersigned, JOHN HARDING, President of the said Great Falls Planning Board, Great Falls, Cascade County, Montana, and MIKE HAYNES, Secretary of the Great Falls Planning Board, do hereby certify and attest that the accompanying PLAT OF NORTHVIEW ADDITION - PHASE 5 to the City of Great Falls, Cascade County, Montana, has been submitted to the said Great Falls Planning Board for examination by them and was found by them to conform to law and was approved at a meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2010.

ATTEST:

JOHN HARDING, President, Great Falls Planning Board

MIKE HAYNES, Secretary of the Great Falls Planning Board

CERTIFICATE OF PUBLIC SERVICE DIRECTOR

I, JIM REARDEN, Public Service Director for the City of Great Falls, Montana, do hereby certify that I have examined the accompanying PLAT OF NORTHVIEW ADDITION - PHASE 5 to the City of Great Falls, Cascade County, Montana, and the survey that it represents, and I find the same conforms to the regulations governing the platting of land and to presently platted adjacent land, as near as circumstances will permit and I do hereby approve the same on this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

JIM REARDEN, Public Service Director, City of Great Falls

CERTIFICATE OF CITY COMMISSION

I, GREGORY T. DOYON, City Manager of the City of Great Falls, Cascade County, Montana, do hereby certify that this PLAT OF NORTHVIEW ADDITION - PHASE 5 to the City of Great Falls, Cascade County, Montana, was duly examined and approved by the Commission of the City of Great Falls at its regular meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2010.

GREGORY T. DOYON, City Manager, City of Great Falls, Montana

CERTIFICATE OF AVAILABILITY OF MUNICIPAL SERVICES

I, GREGORY T. DOYON, City Manager of the City of Great Falls, Cascade County, Montana, do hereby certify that the City Commission of the City of Great Falls, Montana, found that adequate municipal facilities for the supply of water and disposal of sewage and solid waste are available to the above described property, namely, the facilities of the City of Great Falls, Cascade County, Montana, and that this certificate is made pursuant to Section 76-4-124, MCA, thereby permitting the Clerk and Recorder of Cascade County, Montana to record the accompanying plat. Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

GREGORY T. DOYON, City Manager, City of Great Falls, Montana

CERTIFICATE ACCEPTING A CASH DONATION IN LIEU OF PARK DEDICATION

I, GREGORY T. DOYON, City Manager of the City of Great Falls, Cascade County, Montana, do hereby certify that the City Commission of the City of Great Falls, Montana, made the following order at a regular meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2010, to-wit: "The City Commission found no necessity due to the size and location of the proposed residential subdivision for the setting aside or dedication of any park or playground within the platted area of the PLAT OF NORTHVIEW ADDITION - PHASE 5 to the City of Great Falls, Cascade County, Montana. It is hereby ordered by the Commission of the City of Great Falls, Cascade County, Montana, that a cash donation in the sum of \$\_\_\_\_\_ be accepted for the park fund in lieu of the land that would have been dedicated if a dedication were made, in accordance with Section 76-3-607(2), MCA. Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2010."

GREGORY T. DOYON, City Manager, City of Great Falls, Montana

CERTIFICATE OF COUNTY TREASURER

I, JESS ANDERSON, County Treasurer of Cascade County, Montana, do hereby certify that I have examined the records covering the areas included in the accompanying PLAT OF NORTHVIEW ADDITION - PHASE 5 to the City of Great Falls, Cascade County, Montana, and find that the taxes on the same have been paid for the last five years. Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

JESS ANDERSON, Cascade County Treasurer

ORDINANCE 3070

AN ORDINANCE ASSIGNING A ZONING CLASSIFICATION OF PUD PLANNED UNIT DEVELOPMENT DISTRICT TO NORTHVIEW ADDITION, PHASE 5, IN THE SE¼ SECTION 25, TOWNSHIP 21 NORTH, RANGE 3 EAST, P.M.M., CASCADE COUNTY, MONTANA

\* \* \* \* \*

WHEREAS, Jim Workman Construction Co., has petitioned the City of Great Falls to annex Northview Addition, Phase 5, located in the SE¼ of Section 25, Township 21 North, Range 3 East, P.M.M., Cascade County, Montana; and,

WHEREAS, Jim Workman Construction Co., has petitioned Northview Addition, Phase 5, be assigned a zoning classification of PUD Planned unit development district, upon annexation to the City; and,

WHEREAS, notice of assigning said zoning classifications to Northview Addition, Phase 5, was published in the Great Falls Tribune advising that a public hearing on this zoning designation would be held on the 5<sup>th</sup> day of April, 2011, before final passage of said Ordinance herein; and,

WHEREAS, following said public hearing, it was found and decided that the said zoning designation be made,

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

Section 1. It is determined that the herein requested zoning designation will meet the criteria and guidelines cited in Section 76-2-304 Montana Code Annotated, and Section 17.16.40.030 of the Unified Land Development Code of the City of Great Falls.

Section 2. That the zoning classification of Northview Addition, Phase 5, be designated as PUD Planned unit development district, subject to the building envelopes and setbacks attached hereto as Exhibit "A" and by this reference made a part hereof.

Section 3. This ordinance shall be in full force and effect thirty (30) days after its passage and adoption by the City Commission or upon filing in the office of the Cascade County Clerk and Recorder the resolution annexing Northview Addition, Phase 5, into the corporate limits of the City of Great Falls, Montana, whichever event shall occur later.

APPROVED by the City Commission on first reading March 1, 2011.

PASSED, APPROVED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on second reading April 5, 2011.

---

Michael J. Winters, Mayor

ATTEST:

---

Lisa Kunz, City Clerk

(CITY SEAL)

APPROVED FOR LEGAL CONTENT:

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James W. Santoro, City Attorney

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

I, Lisa Kunz, City Clerk of the City of Great Falls, Montana, do certify that I did post as required by law and as prescribed and directed by the Commission, Ordinance 3070 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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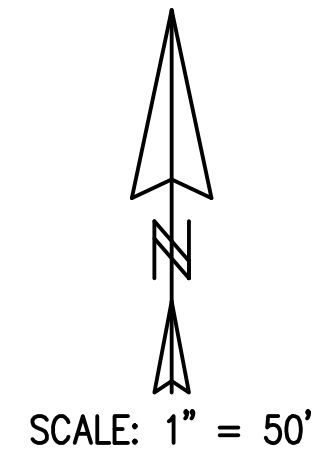
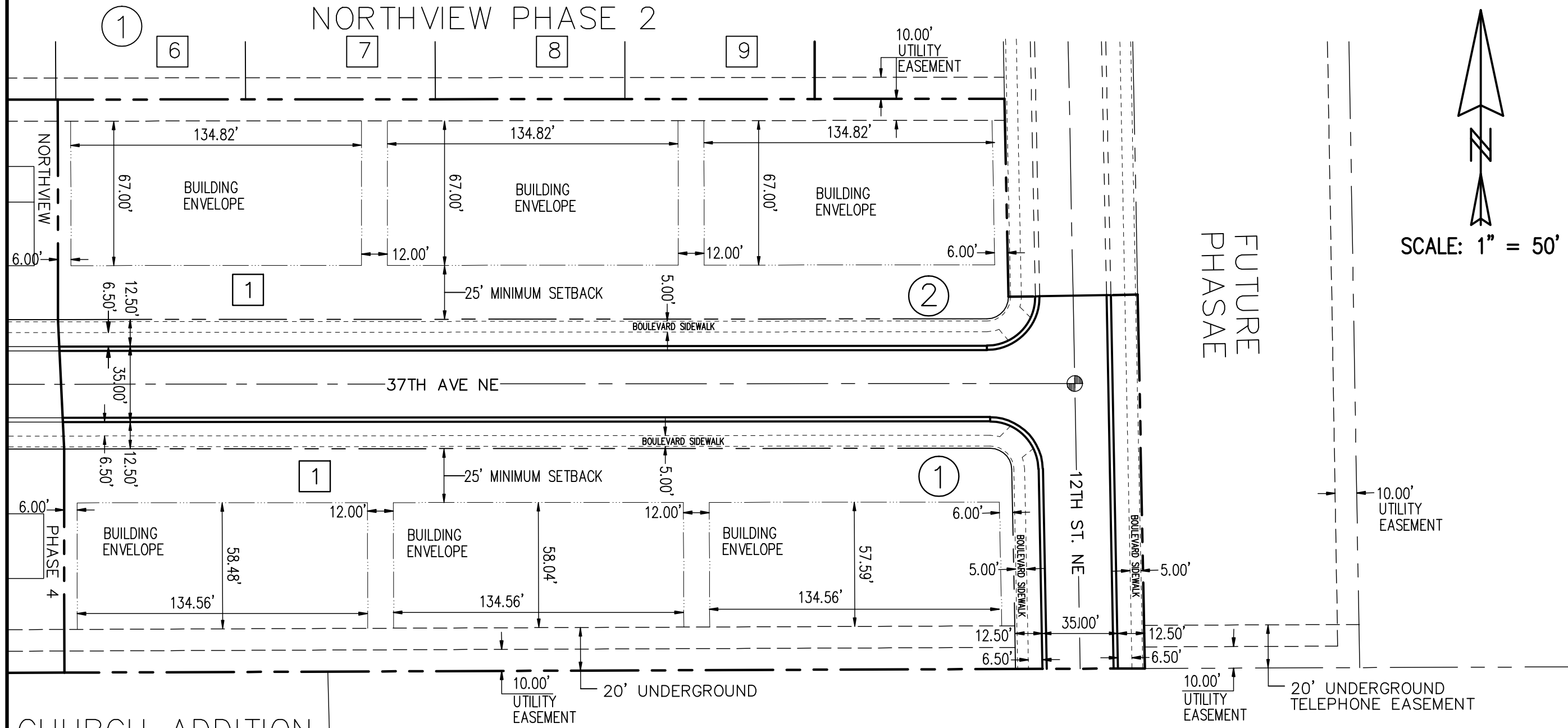
Lisa Kunz, City Clerk

(CITY SEAL)



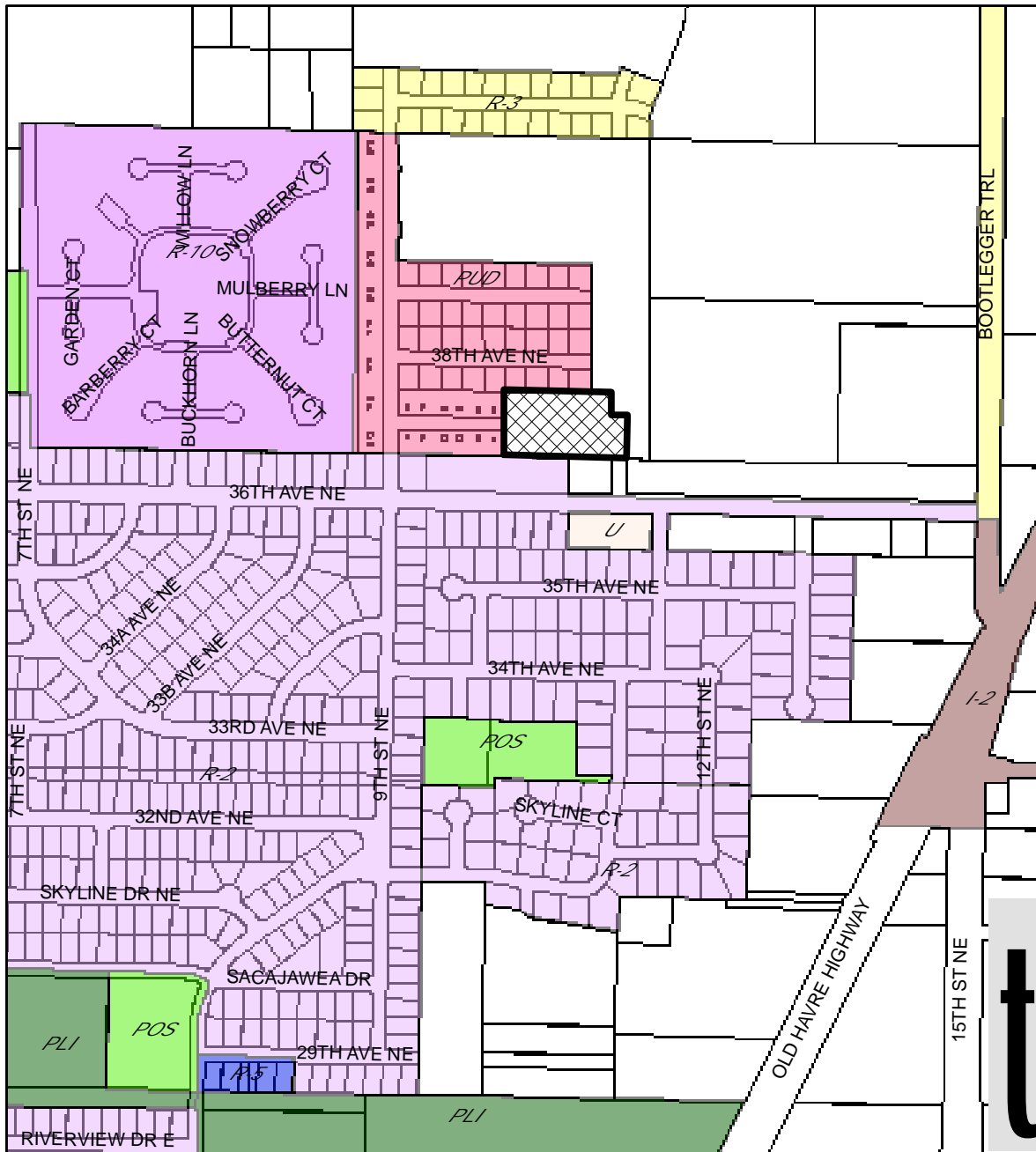
# P.U.D. SITE PLAN NORTHVIEW ADDITION PHASE 5













NOTE:  
BUILDING HEIGHTS SHALL BE RESTRICTED TO A MAXIMUM OF 35'.

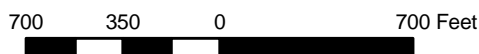


- ① BLOCK NUMBER
- 9 LOT NUMBER

# VICINITY ZONING MAP



-  PROPOSED NORTHVIEW ADDITION PHASE 5 TO BE ANNEXED TO THE CITY AND ASSIGNED A CITY ZONING CLASSIFICATION OF "PUD" PLANNED UNIT DEVELOPMENT DISTRICT UPON ANNEXATION TO THE CITY
-  R-2 Single-family medium density
  -  R-3 Single-family high density
  -  R-5 Multi-family medium density
  -  R-10 Mobile home park
  -  C-1 Neighborhood commercial
  -  PLI Public Lands and Institutional
  -  POS Parks and Open Space
  -  PUD Planned unit development
  -  I-2 Heavy industrial
  -  U Unincorporated enclave
  -  Tracts of land outside City





**ANNEXATION AGREEMENT  
FOR  
NORTHVIEW ADDITION, PHASE 5  
IN SECTION 25,  
TOWNSHIP 21 NORTH, RANGE 3 EAST,  
CASCADE COUNTY, MONTANA**

1. PREFACE

The following is a binding Agreement dated this \_\_\_\_\_ day of \_\_\_\_\_, 2011, between JIM WORKMAN CONSTRUCTION CO., hereinafter referred to as “Owner,” and the CITY OF GREAT FALLS, MONTANA, a municipal corporation of the State of Montana, hereinafter referred to as “City,” regarding the requirements for annexation to the corporate limits of City, of NORTHVIEW ADDITION, PHASE 5, in Section 25, Township 21 North, Range 3 East, Cascade County, Montana, hereinafter referred to as “Subdivision.”

2. PRIOR ACTIONS

- A. The Preliminary Plat of Northview Addition, Phases 2-7, prepared by Woith Engineering, was conditionally approved by City on February 6, 2007.
- B. City Commission approved the agreement dated February 2, 2010, providing for the extension of the approval of the Preliminary Plat of Northview Addition Phases 2-7 until February 6, 2015.

3. SUPPORTING DOCUMENTS

- A. Final Plat of Northview Addition, Phase 5, prepared by Woith Engineering, and filed of record in the Clerk and Recorder’s Office of Cascade County, Montana.
- B. Final engineering drawings, specifications and cost estimates prepared by Woith Engineering, consisting of documents for sanitary sewer mains, water mains, storm drainage improvements, paving, conduit for wiring for potential future public roadway lighting facilities, curb and gutter. Said drawings and specifications are on file in the City Engineer’s office.
- C. Legal documents, including articles of incorporation, bylaws and covenants, establishing and outlining responsibilities of the Condominium Association, shall be filed in the Clerk and Recorder’s Office of Cascade County, Montana.

4. AMENDMENTS

Minor changes to engineering documents and such revisions to the engineering drawings as are deemed appropriate and necessary by City's Engineer and City's Public Works Department and which do not materially affect the hereinabove mentioned final plat, can be made as follows:

- A. The proposed revision will be submitted to City's Public Works Department for review and, if approved, the City Engineer or Public Works Director will sign and adequately annotate the change.
- B. The annotated revision becomes a part of this Agreement upon City's Public Works Department approval.
- C. Changes during construction shall be made by change order approved by City's Public Works Department.
- D. "As Built" reproducible drawings shall be supplied to City's Engineer upon completion of the construction.
- E. All amendments to this Agreement, except as allowable above in this section, shall be in writing and approved by City and Owner.

5. UNFORESEEN POTENTIALITIES

It is mutually recognized, understood and agreed by City and Owner that subsequent to the time this agreement was entered into, events may occur and actions may be taken which were unforeseen by either party or both parties hereto. In this perspective, it is, therefore, agreed that the parties may by mutual subsequent agreement modify the terms, conditions and covenants of this Agreement.

6. FEES AND CHARGES

- A. Prior to annexation of Subdivision, Owner shall pay, in addition to the \$300.00 fee for final plat, \$100.00 fee for Annexation Application, \$200.00 fee for Annexation Agreement, and \$100.00 fee for Resolution, which have been paid, pay the following fees as provided by City policy and resolution;

a. Storm Sewer Fee (\$250/acre x 2.916 acres)	\$	729.00
b. Park Fee in Lieu of Land Dedication	\$	1,366.20
c. Proportionate share of cost for Future Regional Storm Water Detention Pond	\$	12,665.88
d. Recording fees for Agreement and <u>Resolution (\$11 per page x 11 pages)</u>	\$	<u>121.00</u>
Total fees made payable to City of Great Falls	\$	15,582.08

- B. Owner or its successors or assigns shall reimburse City for its expenses incurred in testing and acceptance of public utilities to serve Subdivision at the rates charged by City for said work at the time performed.
- C. Water tapping, water connection, sewer service tapping, and sewer connection fees will be assessed at the time of installation.
- D. The absence of any fee from this agreement lawfully charged by the City in connection with construction activity associated with Subdivision shall not constitute a waiver by the City.

7. OFF-SITE IMPROVEMENTS

Owner shall pay the full cost of the equivalent eight-inch (8") water main and standard City roadway section to be installed in the extension of 12<sup>th</sup> Street Northeast to 36<sup>th</sup> Avenue Northeast, across Tract 3, Certificate of Survey #4706, Section 36, Township 21 North, Range 3 East. Subdivision proportionate share of the cost of said public improvement is estimated at \$2,314.28. At such time the actual cost of the above referenced roadway and remaining water main is definitely determined, an amount equal to said costs shall be transferred from the above referenced account to City. Upon said transfer, any remaining balance in the above referenced account shall be released to Owner.

8. PUBLIC IMPROVEMENTS

Owner agrees to complete within two (2) years of the date of this Agreement, the installation of the sanitary sewer and water main improvements, street paving, conduit for public roadway lighting facilities, curb, gutter, pavement and traffic control and signage to serve Subdivision, according to plans referenced in Paragraph 3.B above and filed in the City Engineer's office and in accordance with standards of City.

9. RESTRICTIONS ON BUILDING PERMITS AND OCCUPANCY

Building permits for lots in Subdivision shall not be issued until the contracts for installation of the public improvements have been executed. Owner acknowledges that City will not permit the occupancy of any residential structure in Subdivision until street improvements and water and sanitary sewer mains within Subdivision have been installed, tested and accepted by City, which acceptance will not be unreasonably withheld by City.

10. DESIGN REVIEW BOARD

Owner hereby agrees that development within Subdivision shall be in accordance with the site and structure plans, including landscaping and fencing or other such improvements, approved by the Design Review Board on January 22, 2007.

11. MAINTENANCE DISTRICTS

Owner hereby agrees to waive its right to protest the lawful creation by City of maintenance districts for any proper purpose including, but not limited to, fire hydrant and street maintenance and shall pay the proportionate share of the costs associated with said maintenance districts as they may be applied to lots in Subdivision.

12. FUTURE STORM DRAINAGE FACILITIES

Owner hereby agrees to waive its right to protest any future area wide special improvement district for storm drainage facilities and further agrees to pay for proportionate share of any future storm drainage improvements that service Subdivision that may be installed with or without an area wide special improvement district. The term “area wide” as used herein, means any area larger than that covered by Subdivision, which is a contributor to the drainage sub-basin of which Subdivision is a part.

13. PUBLIC ROADWAY LIGHTING

Owner hereby agrees to waive its right to protest any future special lighting district for public roadway lighting facilities that service Subdivision, and further agrees to pay for proportionate share of the costs associated with roadway lighting which service Subdivision that may be installed with or without a special lighting district.

14. SIDEWALKS

It is hereby agreed that the following exception to the strict adherence of Subdivision requirements will be permitted: sidewalks serving and abutting any lot in Subdivision shall be installed as a condition of final occupancy by the then lot owner within six (6) months (allowing for unfavorable weather conditions only) of occupancy. It is understood that the above provision regarding sidewalks shall not preclude City from exercising its authority provided by Chapter 12.28, Municipal Code of the City of Great Falls pertaining to sidewalks.

15. WAIVER OF PROTEST OF ANNEXATION

Owner hereby agrees to waive any and all statutory procedure notice on right of protest to annexation of Subdivision, as provided for by State law.

16. WARRANTY, OWNERSHIP AND INSPECTION OF UTILITY AND STREET IMPROVEMENTS

- A. After the public utilities, drainage and street improvements described in Paragraph 3.B. hereof have been installed and accepted by City, the same shall be in all respects treated, owned and maintained as though the same had been constructed and installed by City. However, to the extent installed by Owner, Owner or its contractor shall guarantee said improvements against defective work and materials for a period of two (2) years from date of acceptance of the completed improvements by City.
- B. Installation of the public utilities and street improvements described in Paragraph 3.B hereof, shall be subject to City’s infrastructure inspection policy in place at the time of installation.

17. ANNEXATION PREREQUISITES

Subdivision is contiguous to City; is not included within the boundary of any other incorporated municipality; and is not a part of any fire district existing or organized under any of the provisions of Chapter 33, Title 7, of the Montana Code Annotated. Subdivision, upon annexation to City, will be provided fire protection services by City comparable to that provided incorporated properties.

18. CITY ACCEPTANCE AND ZONING

In consideration of the foregoing, City hereby accepts and approves the final plat of Subdivision and will approve the property contained within the boundaries of Subdivision for incorporation by annexation into the corporate limits of the City of Great Falls, Montana, with an assigned zoning classification of PUD Planned unit development district. It is hereby understood that this does not preclude City from reclassifying Subdivision if an area wide reclassification is undertaken, in which event City agrees to reclassify said Subdivision as a conforming use.

19. ADHERENCE TO SITE PLAN

Owner hereby agrees that development upon lots within Subdivision shall be substantially in accordance with the Site Plan attached to the zoning Ordinance 3070 approved in conjunction with said Subdivision and applicable City Codes, and the terms and conditions contained in this Agreement.

20. BINDING EFFECT

The provisions, covenants and terms of this Agreement shall run with the land and bind the present owners, their devisees, heirs, successors, and assigns; and any and all parties claiming by, through, or under them, shall be taken to agree and covenant with each of the parties to the Agreement, their devisees, heirs, successors and assigns, to conform to the provisions, covenants and terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal the day, month and year first hereinabove written.

THE CITY OF GREAT FALLS, MONTANA  
A Municipal Corporation of the State of Montana

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

ATTEST:

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

(Seal of City)

APPROVED FOR LEGAL CONTENT:

\_\_\_\_\_  
James W. Santoro, City Attorney



JIM WORKMAN CONSTRUCTION CO.  
A Corporation of the State of Montana

\_\_\_\_\_  
Jim Workman, President

\_\_\_\_\_  
Kathleen Workman, Sec. - Treasurer

State of Montana )

:ss.

County of Cascade)

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year Two thousand and Eleven, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Jim and Kathleen Workman, known to me to be the persons whose names are subscribed to the instrument within and acknowledged to me that they executed the same.

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

\_\_\_\_\_  
Notary Public for the State of Montana

(NOTARIAL SEAL)

\_\_\_\_\_  
Notary Public for the State of Montana (Printed)  
Residing at \_\_\_\_\_  
My commission Expires \_\_\_\_\_, 20\_\_\_\_



**Item:** Public Hearing – Resolution 9919 to Annex, Ordinance 3073 to Assign City Zoning, Annexation Agreement and the Final Plat of Northview Addition, Phase 6

**From:** Jana Cooper, RLA, Planner II, Planning and Community Development

**Initiated By:** Jim Workman Construction Co., Property Owner and Developer

**Presented By:** Mike Haynes, AICP, Director of Planning and Community Development

**Action Requested:** City Commission adopt Resolution 9919, Ordinance 3073, the Final Plat and Annexation Agreement all pertaining to Northview Addition, Phase 6

---

**Public Hearing:**

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

**Suggested Motions:** (Each motion to be separately considered)

1. Commissioner moves:

“I move that the City Commission (adopt/deny) Resolution 9919 and (approve/disapprove) the Final Plat and Annexation Agreement all pertaining to Northview Addition, Phase 6.”

and;

“I move that the City Commission (adopt/deny) Ordinance 3073.”

2. Mayor calls for a second, discussion, and calls for the vote after each motion.
- 

**Recommendation:** At the conclusion of a meeting held on February 22, 2011 the Zoning Commission recommended a motion to the City Commission that Northview Addition, Phase 6 be zoned PUD Planned unit development district, upon annexation to the City. The Planning Advisory Board recommended a motion to the City Commission to approve the annexation and the Final Plat of Northview Addition, Phase 6.

Ordinance 3073 to assign City zoning for Northview Addition Phase 6 was accepted by the City Commission on first reading on March 15, 2011. Notice of Public Hearing held before the City

Commission for the annexation, establishment of City zoning, and final plat for Northview Addition Phase 6 was published in the Great Falls Tribune on March 20, 2011.

**Background:** At the conclusion of a public hearing held January 9, 2007, the Planning Board conditionally approved the preliminary plat of Northview Addition, Phases 2-7 and the Zoning Commission approved assigning a zoning classification of PUD Planned unit development district to each phase upon annexation to the City. During a meeting held February 6, 2007, the City Commission conditionally approved the Preliminary Plat of Northview Addition Phases 2-7, as recommended by the Planning Board.

At the conclusion of a meeting held February 22, 2011, the Planning Advisory Board passed a motion recommending the City Commission approve the Final Plat of Northview Addition, Phase 6 and annexation of the property contained therein.

At the meeting one resident, Richard Calsetta, 56 32<sup>nd</sup> Ave NE, spoke about his concern in the Skyline area of increased development without more access points into and out of the area. He also noted there is a concern about the amount of stormwater drainage in the area, along with the sewer system being maxed out.

To date, the applicant has completed development of the first four phases of Northview Addition and is in the process of finalizing a fifth phase. The applicant now requests approval of the final plat of Phase 6. The subdivision is located along the westerly segment of 40<sup>th</sup> Avenue Northeast and creates six single-family residential lots.

For additional information, please refer to the attached exhibits: Vicinity/Zoning Map, Resolution 9919 with attachment and Ordinance 3073 with attachment.

Access to subject property is via 9<sup>th</sup> Street Northeast. The portion of 40<sup>th</sup> Avenue Northeast contained within the plat will eventually connect to a north/south segment of 12<sup>th</sup> Street Northeast and will eventually be accessible from 36<sup>th</sup> Avenue Northeast and provide a second access to Northview Addition, as future phases and other properties in the vicinity are subdivided and developed.

The roadway within the subdivision will be improved to City standards with paving, curb and gutter. Sidewalks serving and abutting any lot in Northview Addition, Phase 6 shall be installed as a condition of final occupancy by the then lot owner within six (6) months (allowing for unfavorable weather conditions only) of occupancy.

City water and sewer mains will be installed by the developer. Easements will be provided within the plat for the installation of private utilities and access to utility mains that will terminate outside of Phase 6 on the remainder of Northview Addition not yet annexed.

Based on land contours, the area generally slopes to the north. The applicant is obligated to pay a proportionate share of the regional storm water detention pond to serve this and future development in the area. This commitment is memorialized in the attached annexation agreement.

The developer has fulfilled the subdivision's park obligation by paying a fee in lieu of dedicating park land, which is acceptable to the Park and Recreation Department.

Annexation of subject property will enhance health, safety and welfare through application of City Codes and provision of municipal services.

The Fire Department provided a memo dated March 9, 2011, attached, stating some public safety concerns regarding emergency service response times to the proposed development.

Section 76-2-304 Montana Code Annotated lists criteria and guidelines, which must be considered in conjunction with establishing municipal zoning on land:

- a) is designed in accordance with the growth policy (comprehensive plan);
- b) is designed to lessen congestion in the streets;
- c) will secure safety from fire, panic or other dangers;
- d) will promote health and the general welfare;
- e) will provide adequate light and air;
- f) will prevent overcrowding of land;
- g) will avoid undue concentration of population;
- h) will facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirements;
- i) gives reasonable consideration to the character of the district;
- j) gives reasonable consideration to the peculiar suitability of the property for particular uses;
- k) will conserve the value of buildings; and
- l) will encourage the most appropriate use of land throughout the municipality.

The proposed single-family residences will match the existing residential neighborhood.

Goals of the land use element of the Great Falls Growth Policy include:

- To support and encourage efficient, sustainable development and redevelopment throughout the community.
- To support and encourage a compatible mix of land uses in newly developing areas.

Applicable policy statements include "residential land uses should be planned and located so that they do not result in adverse impacts upon one another" and "annexations should be logical and efficient extensions of the City's boundaries and service areas." Staff concludes the above-cited criteria are substantially met.

At the conclusion of a meeting held February 22, 2011, the Planning Advisory Board passed a motion recommending the City Commission approve the Final Plat of Northview Addition, Phase 6, and annexation including the annexation agreement of the property contained therein, subject to fulfillment of the following conditions by the applicant:

- 1) The Final Plat of Northview Addition, Phase 6, shall incorporate correction of any errors or omissions noted by staff including provision of a notification clause to purchasers regarding soil conditions.
- 2) The final engineering drawings, specifications and cost estimates for public improvements in 40<sup>th</sup> Avenue Northeast shall be submitted to the City Public Works Department for review and approval prior to consideration of the annexation by the City Commission.

- 3) An Annexation Agreement shall be prepared containing terms and conditions for annexation of the area within the Final Plat, including agreement by applicant to:
  - a) install, within two years of the date of annexation the public improvements referenced in Paragraph 2 above;
  - b) to indemnify and hold City harmless for any damages that may be sustained as a result of adverse soil and/or groundwater conditions, and;
  - c) to adhere to the attached PUD Site Plan in conjunction with the development of Phase 6.
- 4) All applicable fees owed as a condition of annexation or plat approval shall be paid.
- 5) A financial surety in the amount of \$ 1,261.90 (i.e. personal check or certificate of deposit) shall be established in the name of the applicant and City for Phase 6's proportionate share of the cost of roadway and 8-inch water main in the segment of 12<sup>th</sup> Street Northeast to cross Mark 14E1, Section 36, Township 21 North, Range 3 East.

At the time of writing this report, Items 3, 4 and 5 have been completed by the applicant and Item 1 and 2 will be completed prior to filing the final subdivision plat.

**Concurrences:** Representatives from the City's Public Works, Community Development, Park and Recreation and Fire Departments have been involved throughout the review and approval process for this project. The Fire Chief has submitted a memo with comments about the project, attached.

**Fiscal Impact:** Providing services is expected to be a negligible cost to the City. Any increased costs likely will be covered by increased tax revenues from improved properties.

**Alternatives:** If there are justifiable reasons to do so, the City Commission could deny the requested action to the extent allowed in City Code and State Statute.

**Attachments/Exhibits:**

- Vicinity/Zoning Map
- Resolution 9919 with attachment
- Ordinance 3073 with attachment
- Annexation Agreement
- Copy of the Fire Chief's Memo

Cc: Jim Rearden, Public Works Director,  
Dave Dobbs, City Engineer  
Jim Workman Construction Co., 1024 36<sup>th</sup> Avenue Northeast, Great Falls, MT 59404  
Woth Engineering, 1725 41<sup>st</sup> St S, Great Falls, MT, 59405

RESOLUTION 9919

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, TO EXTEND THE BOUNDARIES OF SAID CITY TO INCLUDE NORTHVIEW ADDITION PHASE 6, LOCATED IN THE SE1/4 OF SECTION 25, TOWNSHIP 21 NORTH, RANGE 3 EAST, P.M.M., CASCADE COUNTY, MONTANA, MORE PARTICULARLY DESCRIBED HEREINBELOW; ALL AS SHOWN ON THE MAP ATTACHED HERETO MARKED ATTACHMENT "A" AND BY THIS REFERENCE MADE A PART HEREOF.

\* \* \* \* \*

WHEREAS, the City of Great Falls is a city incorporated under the laws of the State of Montana, and having a population of more than ten thousand (10,000) is a city of the first class; and,

WHEREAS, there is contiguous to said City, but without the boundaries thereof, certain tracts or parcels of land situated in the County of Cascade, State of Montana, and described as follows:

Northview Addition Phase 6, located in the SE1/4 of Section 25, Township 21 North, Range 3 East, Cascade County, Montana, and containing 1.59 acres,

all as shown on the map attached hereto marked Attachment "A" and by this reference made a part hereof and according to the final plat of Northview Addition Phase 6; and,

WHEREAS, Section 7-2-4601, Montana Code Annotated, provides that whenever the owners of real property contiguous to any incorporated city of the first class petition to have said property made a part of the municipal corporation, such lands may be embraced within the corporate limits thereof and the boundaries of such city of the first class extended so as to include the same; and,

WHEREAS, the owner of the hereinabove described property has submitted a petition to have said property annexed to the City of Great Falls.

NOW, THEREFORE, the City Commission now finds that it is to the best interest of the City of Great Falls and its inhabitants to proceed with the incorporation of said territory into the City of Great Falls; and,

WHEREAS, all of the proceedings herein have been conducted in strict compliance with and in conformity to the law and constitution of the State of Montana, and all conditions, acts, and things required to be done precedent to and in the passage and adoption of this resolution have been properly and legally done, and performed;

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

That the boundaries of the City of Great Falls, Montana, be and the same are hereby extended so as to embrace and include within the corporate limits of said city all of the land hereinabove described, included as: "NORTHVIEW ADDITION PHASE 6, LOCATED IN THE SE1/4 OF SECTION 25, TOWNSHIP 21 NORTH, RANGE 3 EAST, P.M.M., CASCADE COUNTY, MONTANA."

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

That the Cascade County Clerk and Recorder is hereby authorized and directed to change the appropriate district boundaries of the City of Great Falls, Montana, to include said tract of land; and,

That this Resolution shall become effective from and after the date of the filing of said document in the office of the Cascade County Clerk and Recorder.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on this 5<sup>th</sup> day of April, 2011.

---

Michael J. Winters, Mayor

ATTEST:

---

Lisa Kunz, City Clerk

(SEAL OF CITY)

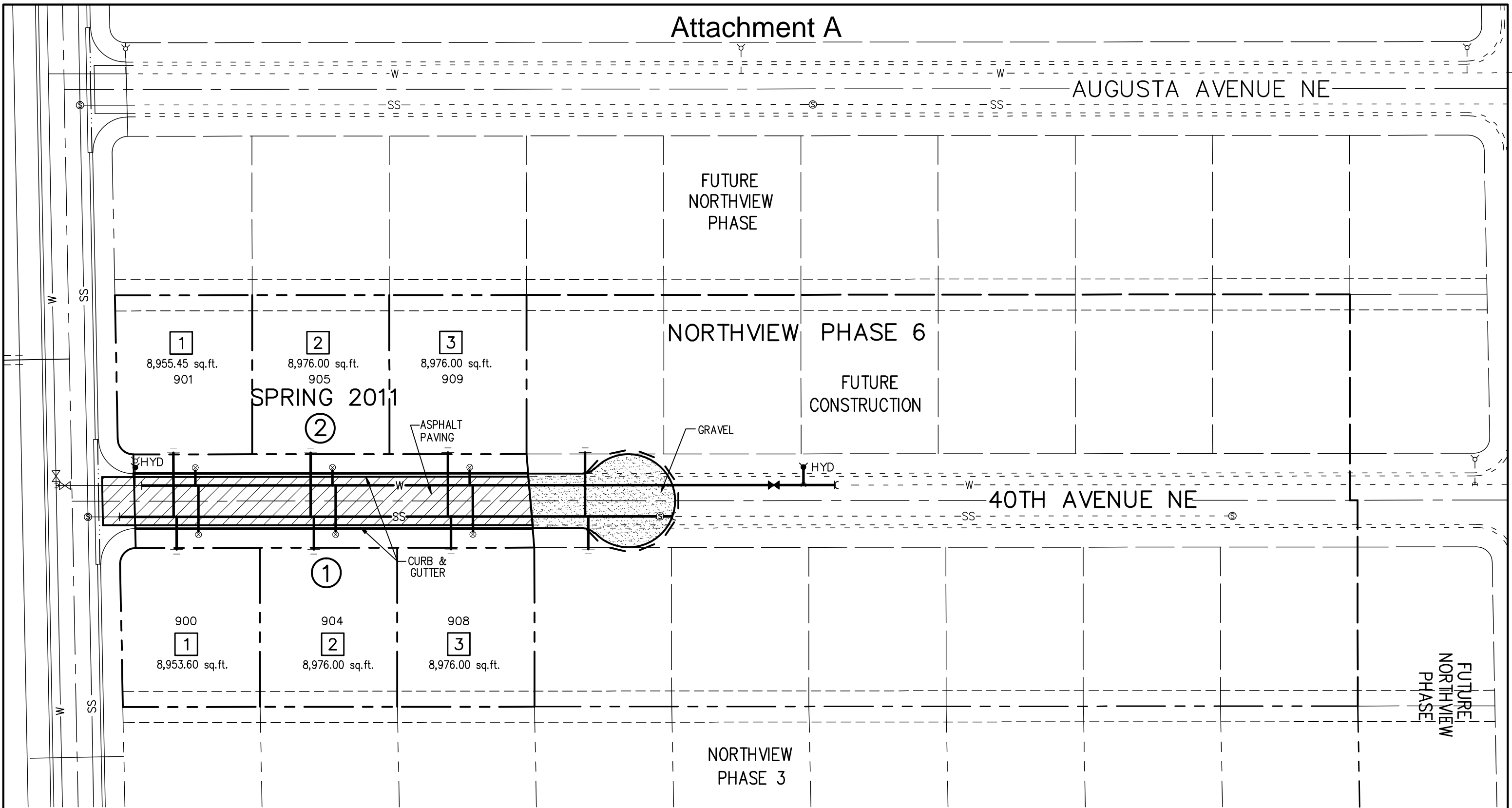
APPROVED FOR LEGAL CONTENT:

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James W. Santoro, City Attorney



# Attachment A



### AREAS

LOTS	53813 SF	= 1.24 ACRES
STRS	15240 SF	= 0.35 ACRES
ALL	69053 SF	= 1.59 ACRES

NORTHVIEW 6



SCALE: 1' = 60'

**WOITH ENGINEERING, INC.**  
**ENGINEERS & SURVEYORS**

P.O. BOX 7326, GREAT FALLS, MONTANA 59406

ORDINANCE 3073

AN ORDINANCE ASSIGNING A ZONING CLASSIFICATION OF PUD PLANNED UNIT DEVELOPMENT DISTRICT, TO NORTHVIEW ADDITION, PHASE 6, IN THE SE¼ SECTION 25, TOWNSHIP 21 NORTH, RANGE 3 EAST, P.M.M., CASCADE COUNTY, MONTANA

\* \* \* \* \*

WHEREAS, Jim Workman Construction Co., has petitioned the City of Great Falls to annex Northview Addition, Phase 6, located in the SE¼ of Section 25, Township 21 North, Range 3 East, P.M.M., Cascade County, Montana; and,

WHEREAS, Jim Workman Construction Co., has petitioned Northview Addition, Phase 6, be assigned a zoning classification of PUD Planned unit development district, upon annexation to the City; and,

WHEREAS, notice of assigning said zoning classifications to Northview Addition, Phase 6, was published in the Great Falls Tribune advising that a public hearing on this zoning designation would be held on the 5<sup>th</sup> day of April, 2011, before final passage of said Ordinance herein; and,

WHEREAS, following said public hearing, it was found and decided that the said zoning designation be made,

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

Section 1. It is determined that the herein requested zoning designation will meet the criteria and guidelines cited in Section 76-2-304 Montana Code Annotated, and Section 17.16.40.030 of the Unified Land Development Code of the City of Great Falls.

Section 2. That the zoning classification of Northview Addition, Phase 6, be designated as PUD Planned unit development district, subject to the building envelopes and setbacks attached hereto as Exhibit "A" and by this reference made a part hereof.

Section 3. This ordinance shall be in full force and effect thirty (30) days after its passage and adoption by the City Commission or upon filing in the office of the Cascade County Clerk and Recorder the resolution annexing Northview Addition, Phase 6, into the corporate limits of the City of Great Falls, Montana, whichever event shall occur later.

APPROVED by the City Commission on first reading March 15, 2011.

PASSED, APPROVED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on second reading April 5, 2011.

---

Michael J. Winters, Mayor

ATTEST:

---

Lisa Kunz, City Clerk

(CITY SEAL)

APPROVED FOR LEGAL CONTENT:

---

James W. Santoro, City Attorney

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

I, Lisa Kunz, City Clerk of the City of Great Falls, Montana, do certify that I did post as required by law and as prescribed and directed by the Commission, Ordinance 3073 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

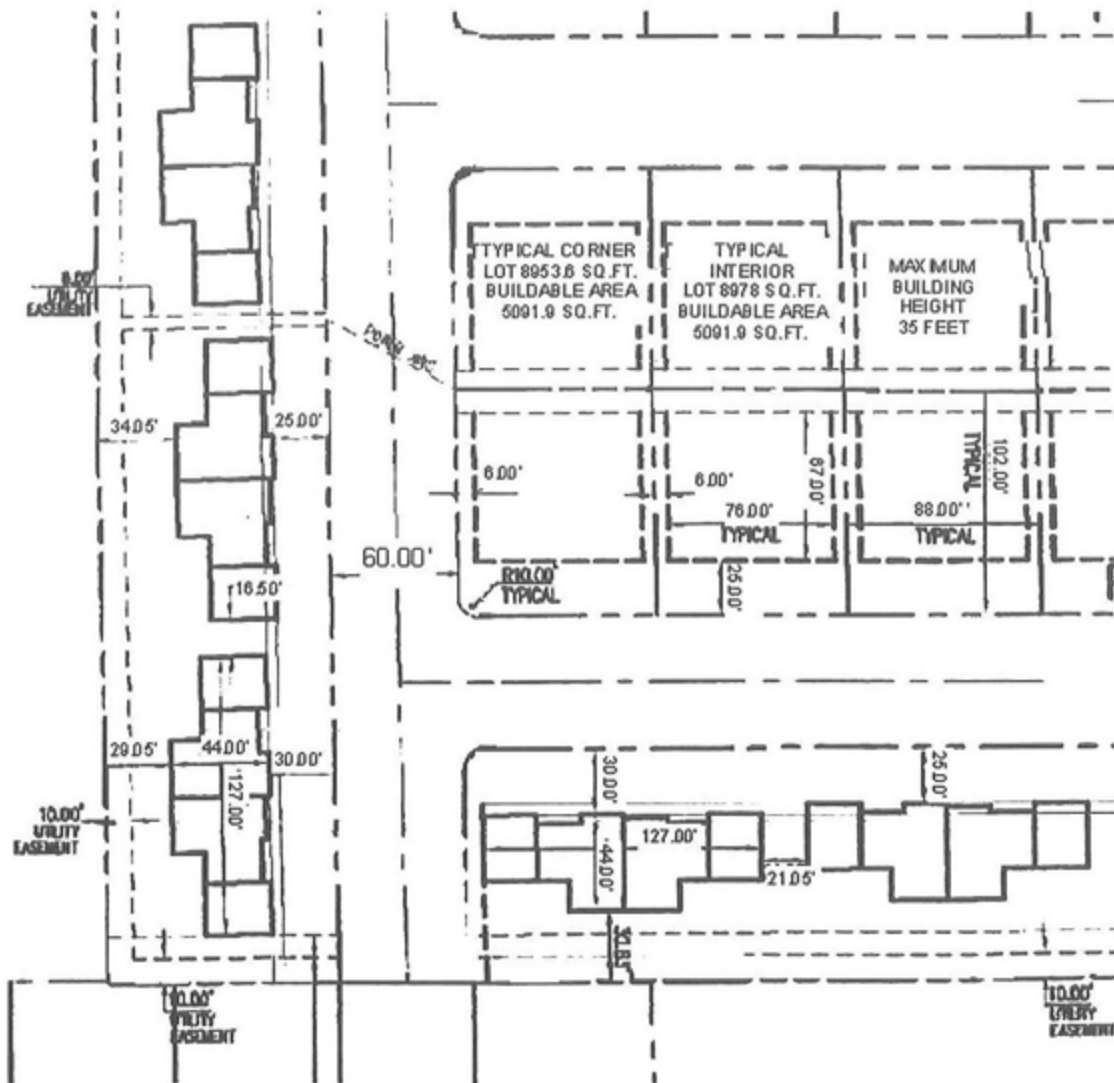
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Lisa Kunz, City Clerk

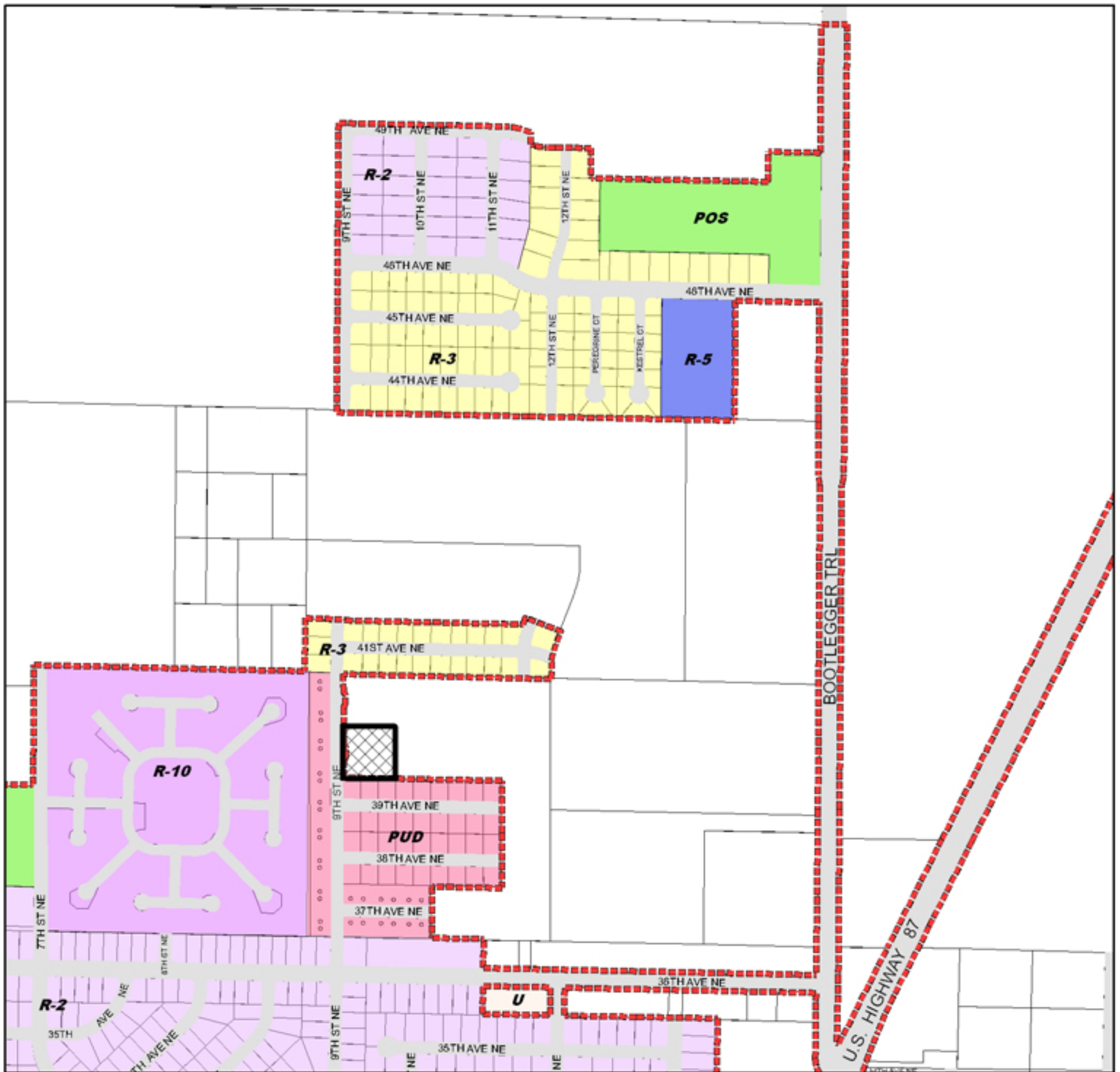
(CITY SEAL)


# Attachment A










## NORTHVIEW ADDITION PLANNED UNIT DEVELOPMENT BUILDING ENVELOPES, SETBACKS AND HEIGHT

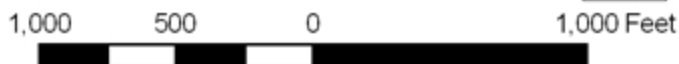


# VICINITY/ZONING MAP



 PROPOSED NORTHVIEW ADDITION PHASE 6 TO BE ANNEXED TO THE CITY AND ASSIGNED A CITY ZONING CLASSIFICATION OF "PUD" PLANNED UNIT DEVELOPMENT UPON ANNEXATION TO THE CITY

- |                                                                                                                     |                                                                                                                  |
|---------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|
|  City Limits                      |  R-10 Mobile home park        |
|  R-2 Single-family medium density |  POS Parks and Open Space     |
|  R-3 Single-family high density   |  PUD Planned unit development |
|  R-5 Multi-family medium density  |  U Unincorporated enclave     |
|                                                                                                                     |  Tracts of land outside City  |



**ANNEXATION AGREEMENT  
FOR  
NORTHVIEW ADDITION, PHASE 6  
IN SECTION 25,  
TOWNSHIP 21 NORTH, RANGE 3 EAST,  
CASCADE COUNTY, MONTANA**

1. PREFACE

The following is a binding Agreement dated this \_\_\_\_\_ day of \_\_\_\_\_, 2011, between JIM WORKMAN CONSTRUCTION CO., hereinafter referred to as “Owner,” and the CITY OF GREAT FALLS, MONTANA, a municipal corporation of the State of Montana, hereinafter referred to as “City,” regarding the requirements for annexation to the corporate limits of City, of NORTHVIEW ADDITION, PHASE 6, in Section 25, Township 21 North, Range 3 East, Cascade County, Montana, hereinafter referred to as “Subdivision.”

2. PRIOR ACTIONS

- A. The Preliminary Plat of Northview Addition, Phases 2-7, prepared by Woith Engineering, was conditionally approved by City on February 6, 2007.
- B. City Commission approved the agreement dated February 2, 2010, providing for the extension of the approval of the Preliminary Plat of Northview Addition Phases 2-7 until February 6, 2015.

3. SUPPORTING DOCUMENTS

- A. Final Plat of Northview Addition, Phase 6, prepared by Woith Engineering, and filed of record in the Clerk and Recorder’s Office of Cascade County, Montana.
- B. Final engineering drawings, specifications and cost estimates prepared by Woith Engineering, consisting of documents for sanitary sewer mains, water mains, storm drainage improvements, paving, conduit for wiring for potential future public roadway lighting facilities, curb and gutter. Said drawings and specifications are on file in the City Engineer’s office.
- C. Final offsite temporary easement documents prepared by Woith Engineering, granting easement to the City of Great Falls perpetual right-of-way easement for construction, access, and maintenance of temporary roadway and for the water and sewer mains located on the remaining portion of property legally described as Mark 5B, Section 25, Township 25 North, Range 3 East, Cascade County.

D. Legal documents, including articles of incorporation, bylaws and covenants, establishing and outlining responsibilities of the Homeowner's Association, shall be filed in the Clerk and Recorder's Office of Cascade County, Montana.

4. AMENDMENTS

Minor changes to engineering documents and such revisions to the engineering drawings as are deemed appropriate and necessary by City's Engineer and City's Public Works Department and which do not materially affect the hereinabove mentioned final plat, can be made as follows:

- A. The proposed revision will be submitted to City's Public Works Department for review and, if approved, the City Engineer or Public Works Director will sign and adequately annotate the change.
- B. The annotated revision becomes a part of this Agreement upon City's Public Works Department approval.
- C. Changes during construction shall be made by change order approved by City's Public Works Department.
- D. "As Built" reproducible drawings shall be supplied to City's Engineer upon completion of the construction.
- E. All amendments to this Agreement, except as allowable above in this section, shall be in writing and approved by City and Owner.

5. UNFORESEEN POTENTIALITIES

It is mutually recognized, understood and agreed by City and Owner that subsequent to the time this agreement was entered into, events may occur and actions may be taken which were unforeseen by either party or both parties hereto. In this perspective, it is, therefore, agreed that the parties may by mutual subsequent agreement modify the terms, conditions and covenants of this Agreement.

6. FEES AND CHARGES

A. Prior to annexation of Subdivision, Owner shall pay, in addition to the \$300.00 fee for final plat, \$100.00 fee for Annexation Application, \$200.00 fee for Annexation Agreement, and \$100.00 fee for Resolution, which have been paid, pay the following fees as provided by City policy and resolution;

a. Storm Sewer Fee (\$250/acre x 1.59 acres)	\$	397.50
b. Park Fee in Lieu of Land Dedication	\$	815.10
c. Proportionate share of cost for Future Regional Storm Water Detention Pond	\$	6,906.29
d. Recording fees for Agreement and <u>Resolution (\$11 per page x 11 pages)</u>	\$	121.00
Total fees made payable to City of Great Falls	\$	8,939.89

B. Owner or its successors or assigns shall reimburse City for its expenses incurred in testing and acceptance of public utilities to serve Subdivision at the rates charged by City for said work at the time performed.

C. Water tapping, water connection, sewer service tapping, and sewer connection fees will be assessed at the time of installation.

D. The absence of any fee from this agreement lawfully charged by the City in connection with construction activity associated with Subdivision shall not constitute a waiver by the City.

7. OFF-SITE IMPROVEMENTS

Owner shall pay the full cost of the equivalent eight-inch (8") water main and standard City roadway section to be installed in the extension of 12<sup>th</sup> Street Northeast to 36<sup>th</sup> Avenue Northeast, across Tract 3, Certificate of Survey #4706, Section 36, Township 21 North, Range 3 East. Subdivision proportionate share of the cost of said public improvement is estimated at \$1,261.9. At such time the actual cost of the above referenced roadway and remaining water main is definitely determined, an amount equal to said costs shall be transferred from the above referenced account to City. Upon said transfer, any remaining balance in the above referenced account shall be released to Owner.

8. PUBLIC IMPROVEMENTS

Owner agrees to complete within two (2) years of the date of this Agreement, the installation of the sanitary sewer and water main improvements, street paving, conduit for public roadway lighting facilities, curb, gutter, pavement and traffic control and signage to serve Subdivision, according to plans referenced in Paragraph 3.B above and filed in the City Engineer's office and in accordance with standards of City.

9. RESTRICTIONS ON BUILDING PERMITS AND OCCUPANCY

Building permits for lots in Subdivision shall not be issued until the contracts for installation of the public improvements have been executed. Owner acknowledges that City will not permit the occupancy of any residential structure in Subdivision until street improvements and water and sanitary sewer mains within Subdivision have been installed, tested and accepted by City, which acceptance will not be unreasonably withheld by City.

10. MAINTENANCE DISTRICTS

Owner hereby agrees to waive its right to protest the lawful creation by City of maintenance districts for any proper purpose including, but not limited to, fire hydrant and street maintenance and shall pay the proportionate share of the costs associated with said maintenance districts as they may be applied to lots in Subdivision.

11. FUTURE STORM DRAINAGE FACILITIES

Owner hereby agrees to waive its right to protest any future area wide special improvement district for storm drainage facilities and further agrees to pay for proportionate share of any future storm drainage improvements that service Subdivision that may be installed with or without an area wide special improvement district. The term "area wide" as used herein, means any area larger than that covered by Subdivision, which is a contributor to the drainage sub-basin of which Subdivision is a part.

12. PUBLIC ROADWAY LIGHTING

Owner hereby agrees to waive its right to protest any future special lighting district for public roadway lighting facilities that service Subdivision, and further agrees to pay for



proportionate share of the costs associated with roadway lighting which service Subdivision that may be installed with or without a special lighting district.

13. SIDEWALKS

It is hereby agreed that the following exception to the strict adherence of Subdivision requirements will be permitted: sidewalks serving and abutting any lot in Subdivision shall be installed as a condition of final occupancy by the then lot owner within six (6) months (allowing for unfavorable weather conditions only) of occupancy. It is understood that the above provision regarding sidewalks shall not preclude City from exercising its authority provided by Chapter 12.28, Municipal Code of the City of Great Falls pertaining to sidewalks.

14. WAIVER OF PROTEST OF ANNEXATION

Owner hereby agrees to waive any and all statutory procedure notice on right of protest to annexation of Subdivision, as provided for by State law.

15. WARRANTY, OWNERSHIP AND INSPECTION OF UTILITY AND STREET IMPROVEMENTS

A. After the public utilities, drainage and street improvements described in Paragraph 3.B. hereof have been installed and accepted by City, the same shall be in all respects treated, owned and maintained as though the same had been constructed and installed by City. However, to the extent installed by Owner, Owner or its contractor shall guarantee said improvements against defective work and materials for a period of two (2) years from date of acceptance of the completed improvements by City.

B. Installation of the public utilities and street improvements described in Paragraph 3.B hereof, shall be subject to City's infrastructure inspection policy in place at the time of installation.

16. ANNEXATION PREREQUISITES

Subdivision is contiguous to City; is not included within the boundary of any other incorporated municipality; and is not a part of any fire district existing or organized under any of the provisions of Chapter 33, Title 7, of the Montana Code Annotated. Subdivision, upon annexation to City, will be provided fire protection services by City comparable to that provided incorporated properties.

17. CITY ACCEPTANCE AND ZONING

In consideration of the foregoing, City hereby accepts and approves the final plat of Subdivision and will approve the property contained within the boundaries of Subdivision for incorporation by annexation into the corporate limits of the City of Great Falls, Montana, with an assigned zoning classification of PUD Planned unit development district. It is hereby understood that this does not preclude City from reclassifying Subdivision if an area wide reclassification is undertaken, in which event City agrees to reclassify said Subdivision as a conforming use.

18. ADHERENCE TO SITE PLAN

Owner hereby agrees that development upon lots within Subdivision shall be substantially in accordance with the Site Plan attached to the zoning Ordinance approved in conjunction with said Subdivision and applicable City Codes, and the terms and conditions contained in this Agreement.

19. BINDING EFFECT

The provisions, covenants and terms of this Agreement shall run with the land and bind the present owners, their devisees, heirs, successors, and assigns; and any and all parties claiming by, through, or under them, shall be taken to agree and covenant with each of the parties to the Agreement, their devisees, heirs, successors and assigns, to conform to the provisions, covenants and terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal the day, month and year first hereinabove written.

THE CITY OF GREAT FALLS, MONTANA  
A Municipal Corporation of the State of Montana

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

ATTEST:

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

(Seal of City)

APPROVED FOR LEGAL CONTENT:

\_\_\_\_\_  
James W. Santoro, City Attorney

JIM WORKMAN CONSTRUCTION CO.  
A Corporation of the State of Montana

\_\_\_\_\_  
Jim Workman, President

\_\_\_\_\_  
Kathleen Workman, Sec. - Treasurer

State of Montana )

:ss.

County of Cascade)

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year Two Thousand and Eleven, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Jim and Kathleen Workman, known to me to be the persons whose names are subscribed to the instrument within and acknowledged to me that they executed the same.

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

\_\_\_\_\_  
Notary Public for the State of Montana

(NOTARIAL SEAL)

\_\_\_\_\_  
Notary Public for the State of Montana (Printed)  
Residing at \_\_\_\_\_  
My commission Expires \_\_\_\_\_, 20 \_\_\_\_\_



# GREAT FALLS FIRE RESCUE

105 9th Street South  
Great Falls, MT 59401

Phone: 406-727-8070  
Fax: 406-454-2454

March 9, 2011

To: Planning Director Mike Haynes

From: Fire Chief Randall McCamley

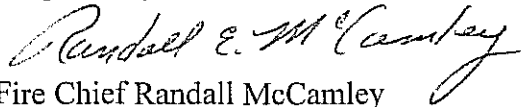
Re: Development Ordinance 3073

Thank you for the opportunity of reviewing the proposed development identified in Ordinance 3073. While the Fire Department is generally in support of economic development projects, we feel it's important to go on the record with our public safety concerns. Based on the location of this project in relation to current fire station distribution, it is important the project developers and prospective occupants have a clear understanding of the fire department service delivery. Due to the distance of the proposed development to the closest city fire station, we have determined the travel time to be approximately 5 minutes 45 seconds or greater. This emergency response travel time is calculated by using a generally accepted emergency response time formula and historical response time data when available.

*The National Fire Protection Agency (NFPA) 1710 5.2.4.1.1 "The fire department's fire suppression resources shall be deployed to provide for the arrival of an engine company within 240-second travel time to 90 percent of the incidents as established in Chapter 4."*

Based on the travel distances and the corresponding travel time, the fire department is concerned with meeting the community's emergency performance outcomes.

Respectfully submitted,

  
Fire Chief Randall McCamley



**Item:** Public Hearing – Resolutions 9916 and 9917 to Annex, Ordinance 3071 to Assign City Zoning, Annexation Agreement and the Final Plat Castle Pines Addition, Phase IX

**From:** Jana Cooper, RLA, Planner II, Planning and Community Development

**Initiated By:** Harold Poulsen, Property Owner and Developer

**Presented By:** Mike Haynes, AICP, Director of Planning and Community Development

**Action Requested:** City Commission adopt Resolutions 9916 and 9917, Ordinance 3071, and approve the Final Plat and Annexation Agreement all pertaining to Castle Pines Addition, Phase IX

---

**Public Hearing:**

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

**Suggested Motions:** (Each motion to be separately considered)

1. Commissioner moves:

“I move that the City Commission (adopt/deny) Resolution 9916.”  
and;

“I move that the City Commission (adopt/deny) Resolution 9917.”

and;

“I move that the City Commission (approve/disapprove) the Final Plat and Annexation Agreement all pertaining to Castle Pines Addition, Phase IX.”

and;

“I move that the City Commission (adopt/deny) Ordinance 3071.”

2. Mayor calls for a second, discussion, and calls for the vote after each motion.
-

**Recommendation:** At the conclusion of a meeting held February 22, 2011, the Zoning Commission passed a motion recommending the City Commission assign a zoning classification of R-3 Single-family high density to Castle Pines Addition Phase IX, and the Planning Board passed a motion recommending the City Commission approve with conditions the Final Plat of Castle Pines Addition Phase IX, and annexation including the annexation agreement of the property contained therein.

Ordinance 3071 for assigning City zoning of Castle Pines Addition Phase IX was accepted by the City Commission on first reading on March 15, 2011. Notice of Public Hearing held before the City Commission for the annexation, establishment of City zoning, and final plat of Castle Pines Addition Phase IX was published in the Great Falls Tribune on March 20, 2011.

**Background:** The City Commission during a meeting held September 15, 2009, conditionally approved the Preliminary Plat of Castle Pines Addition, Phases VIII – IX. The developer now requests approval of the Final Plat, annexation and establishing zoning for Phase IX of the Preliminary Plat. The subdivision is between 13<sup>th</sup> and 15<sup>th</sup> Streets South along 29<sup>th</sup> Avenue South and consists of 11 single-family residential lots ranging in size from 7,500 to 9,559 square feet.

For additional information, please refer to the attached Vicinity/Zoning Map and reduced copy of the Final Plat.

Similar to Castle Pines Addition, Phases III, V, VI, VII and VIII, the developer is working with NeighborWorks, which intends to acquire 10 lots in the subdivision to accommodate construction of “self-help” program homes. The remaining lot will be sold by the developer to others to build a single-family residence. The lot not involved with the “self-help” program will be annexed simultaneously with the filing of the final plat, Resolution 9916, and the “self-help” program homes will not be annexed until after the homes are constructed, Resolution 9917.

Phase IX of Castle Pines shall extend 29th Avenue South to the west and connect to 13th Street South. Castle Pines Drive and 15th Street South will also be extended south to 29th Avenue South. Roadways within the subdivision will be improved to the City standards with paving, curb and gutter. Sidewalks will be installed as a part of the building permit for the single-family residences.

City water and sewer mains will be installed. Easements will be provided within the plat for the installation of private utilities. Based on land contours, the area generally slopes to the northwest. The Master Plan Agreement which accompanied Castle Pines Addition Phase I indicates the developer of Phase I and the City participated jointly in the construction of a surface drainage control facility (south of the Multi-Sports Complex) and storm drain piping in 13th Street South to serve the area being developed as Castle Pines. City storm drainage has been extended south, with inlets in 27<sup>th</sup> Avenue South and the City Engineers are requiring the developer extend the storm drainage pipe and install inlets on 29<sup>th</sup> Avenue South.

According to the Master Plan Agreement, the developer of Castle Pines Phase I paid to the City \$12,261 in lieu of dedicating park land for the area covered by the original master plan for Castle Pines Subdivision. Castle Pines Addition Phase IX is included within that original master plan area.

An Off-Site Improvement Trust Fund was established in conjunction with Castle Pines Phase I wherein as each lot is sold, a monetary amount is deposited in the trust fund to assist in the eventual improvement of 13<sup>th</sup> Street South and 24<sup>th</sup> Avenue South, including water main installation and providing a secondary water source to the Castle Pines area.

Subject property borders Castle Pines Addition Phases VI and VIII, which are already developed into single-family residential subdivisions. Castle Pines Addition Phase IX generally adheres to a conceptual plan that was prepared in 1995 for the area, in conjunction with a master plan for Castle Pines Addition.

Annexation of subject property will enhance health, safety and welfare through application of City Codes and provision of municipal services.

The Fire Department provided a memo dated March 9, 2011, attached hereto, expressing public safety concerns regarding emergency service response times to the proposed development.

It is anticipated the planned single-family residential use of the property will be compatible with neighboring uses.

Section 76-2-304 Montana Code Annotated lists criteria and guidelines, which must be considered in conjunction with establishing municipal zoning on land:

- a) is designed in accordance with the growth policy (comprehensive plan);
- b) is designed to lessen congestion in the streets;
- c) will secure safety from fire, panic or other dangers;
- d) will promote health and the general welfare;
- e) will provide adequate light and air;
- f) will prevent overcrowding of land;
- g) will avoid undue concentration of population;
- h) will facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirements;
- i) gives reasonable consideration to the character of the district;
- j) gives reasonable consideration to the peculiar suitability of the property for particular uses;
- k) will conserve the value of buildings; and
- l) will encourage the most appropriate use of land throughout the municipality.

The property is located on the fringe of the City, which has been attracting moderately priced single-family dwelling units. The subdivision is a natural projection of urban growth.

Goals of the land use element of the Great Falls Growth Policy include:

- To support and encourage efficient, sustainable development and redevelopment throughout the community.
- To support and encourage a compatible mix of land uses in newly developing areas.

Applicable policy statements include “residential land uses should be planned and located so that they do not result in adverse impacts upon one another,” and “annexations should be logical and efficient extensions of the City’s boundaries and service areas.” Staff concludes the twelve criteria stated above are substantially met.

At the conclusion of a public hearing held August 25, 2009, the Zoning Commission passed a motion recommending the City Commission assign a zoning classification of R-3 Single-family high density district to Castle Pines Addition, Phases VIII - IX, upon annexation to the City. No citizens spoke as proponents or opponents during the hearing.

At the conclusion of a meeting held February 22, 2011, the Zoning Commission again passed a motion recommending the City Commission assign a zoning classification of R-3 Single-family High Density to Castle Pines Addition Phase IX, and the Planning Board passed a motion recommending the City Commission approve the Final Plat of Castle Pines Addition Phase IX, and annexation including the annexation agreement of the property contained therein, subject to fulfillment of the following conditions by the applicant:

- 1) The Final Plat of Castle Pines Addition, Phase IX shall incorporate correction of any errors or omissions noted by staff.
- 2) The final engineering drawings and specifications for the required public improvements to serve Castle Pines Addition Phase IX shall be submitted to the City Public Works Department for review and approval prior to consideration of the final plat.
- 3) Annexation Agreement shall be prepared containing terms and conditions for annexation of Castle Pines Additions Phase IX including agreement by application to:
  - a) Install within two years of the date of annexation, the public improvements reference in Paragraph two above;
  - b) Adhere to the Agreement dated November 7, 1995, pertaining to the Off-Site Improvement Trust Fund; and,
  - c) Indemnify the City for any damages attributable to adverse soil or groundwater conditions.
- 4) All applicable fees owed as a condition of plat or annexation approval shall be paid upon final platting and annexation of Castle Pines Addition Phase IX, including:
  - a) annexation resolution fee
  - b) annexation agreement fee
  - c) final plat fee
  - d) storm sewer fee
  - e) recording fees for annexation documents

At the time of writing this report, Items 3 and 4 have been completed by the applicant and Item 1 and 2 will be completed prior to filing the final subdivision plat.

**Concurrences:** Representatives from the City's Public Works, Park and Recreation and Fire Departments have been involved throughout the review and approval process for this project.

**Fiscal Impact:** Providing services is expected to be a negligible cost to the City. Any increased costs likely will be covered by increased tax revenues from improved properties.



**Alternatives:** If there are justifiable reasons to do so, the City Commission could deny the requested action to the extent allowed in City Code and State Statute.

**Attachments/Exhibits:**

- Resolution 9916 with attachment
- Resolution 9917 with attachment
- Ordinance 3071
- Vicinity/Zoning Map
- Reduced copy Final Plat
- Annexation Agreement
- Fire Chief's Memo

Cc: Jim Rearden, Public Works Director  
Dave Dobbs, City Engineer  
Harold Poulsen, P.O. Box 1376, Great Falls, MT 59403  
Woth Engineering, 1725 41<sup>st</sup> St S, Great Falls, MT 59405  
Al Henry, NeighborWorks, 509 1<sup>st</sup> Ave S, Great Falls, MT 59405

RESOLUTION 9916

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, TO EXTEND THE BOUNDARIES OF SAID CITY TO INCLUDE CASTLE PINES ADDITION, PHASE IX, AND A SEGMENT OF 13<sup>TH</sup> STREET SOUTH, **EXCEPT FOR LOTS 1 – 6, BLOCK 2, AND LOTS 1 – 4, BLOCK 3**, IN G.L.O. LOT 1, SECTION 19, TOWNSHIP 20 NORTH, RANGE 4 EAST, P.M.M., CASCADE COUNTY, MONTANA, MORE PARTICULARLY DESCRIBED HEREINBELOW; ALL AS SHOWN ON THE MAP ATTACHED HERETO MARKED ATTACHMENT “A” AND BY THIS REFERENCE MADE A PART HEREOF.

\* \* \* \* \*

WHEREAS, the City of Great Falls is a city incorporated under the laws of the State of Montana, and having a population of more than ten thousand (10,000) is a city of the first class; and,

WHEREAS, there is contiguous to said City, but without the boundaries thereof, certain tracts or parcels of land situated in the County of Cascade, State of Montana, and described as follows:

Castle Pines Addition, Phase IX, **except for Lots 1 – 6, Block 2 and Lots 1 – 4, Block 3, Castle Pines Addition, Phase IX**, in G.L.O. Lot 1, Section 19, Township 20 North, Range 4 East, P.M.M., Cascade County, Montana and containing –1.294 acres;

and,

A segment of 13<sup>th</sup> Street South, in the vicinity of 29<sup>th</sup> Avenue South, in G.L.O. Lot 1, Section 19, Township 20 North, Range 4 East, and Northeast ¼ Section 24, Township 20 North, Range 3 East P.M.M. Cascade County, Montana, described as follows:

Commencing at the Southwest corner of Castle Pines Addition, Phase VI, being the true point of beginning;

Thence South along easterly right-of-way line of 13<sup>th</sup> Street South, a distance of 853.71 feet to a point which is on the easterly right-of-way line of 13<sup>th</sup> Street South;

Thence West a distance of 60 feet to a point on the westerly right-of-way line of 13<sup>th</sup> Street South;

Thence North a distance of 853.71 feet along the westerly right-of-way line of 13<sup>th</sup> Street South and parallel with and 30 feet westerly of the east section line of Section 24, Township 20 North, Range 3 East, to a point on the westerly right-of-way line of 13<sup>th</sup> Street South;

Thence East a distance of 60 feet to the point of beginning and containing 1.76 acres more or less;

containing in all 3.054 acres more or less as shown on the attached as Attachment "A" and by this reference made a part hereof, and according to the final plat of Castle Pines Addition, Phase IX.

WHEREAS, Section 7-2-4601, Montana Code Annotated, provides that whenever the owners of real property contiguous to any incorporated city of the first class petition to have said property made a part of the municipal corporation, such lands may be embraced within the corporate limits thereof and the boundaries of such city of the first class extended so as to include the same; and,

WHEREAS, the owner of the hereinabove described property has submitted a petition to have said property annexed to the City of Great Falls.

NOW, THEREFORE, the City Commission now finds that it is to the best interest of the City of Great Falls and its inhabitants to proceed with the incorporation of said territory into the City of Great Falls; and,

WHEREAS, all of the proceedings herein have been conducted in strict compliance with and in conformity to the law and constitution of the State of Montana, and all conditions, acts, and things required to be done precedent to and in the passage and adoption of this resolution have been properly and legally done, and performed;

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

That the boundaries of the City of Great Falls, Montana, be and the same are hereby extended so as to embrace and include within the corporate limits of said city all of the land hereinabove described, included as: "CASTLE PINES ADDITION, PHASE IX, AND A SEGMENT OF 13<sup>TH</sup> STREET SOUTH, **EXCEPT FOR LOTS 1 – 6, BLOCK 2, AND LOTS 1 – 4, BLOCK 3**, IN G.L.O. LOT 1, SECTION 19, TOWNSHIP 20 NORTH, RANGE 4 EAST, P.M.M., CASCADE COUNTY, MONTANA."

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

That the Cascade County Clerk and Recorder is hereby authorized and directed to change the appropriate district boundaries of the City of Great Falls, Montana, to include said tract of land; and,

That this Resolution shall become effective from and after the date of the filing of said document in the office of the Cascade County Clerk and Recorder.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on this 5<sup>th</sup> day of April, 2011.

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Michael J. Winters, Mayor

ATTEST:

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Lisa Kunz, City Clerk

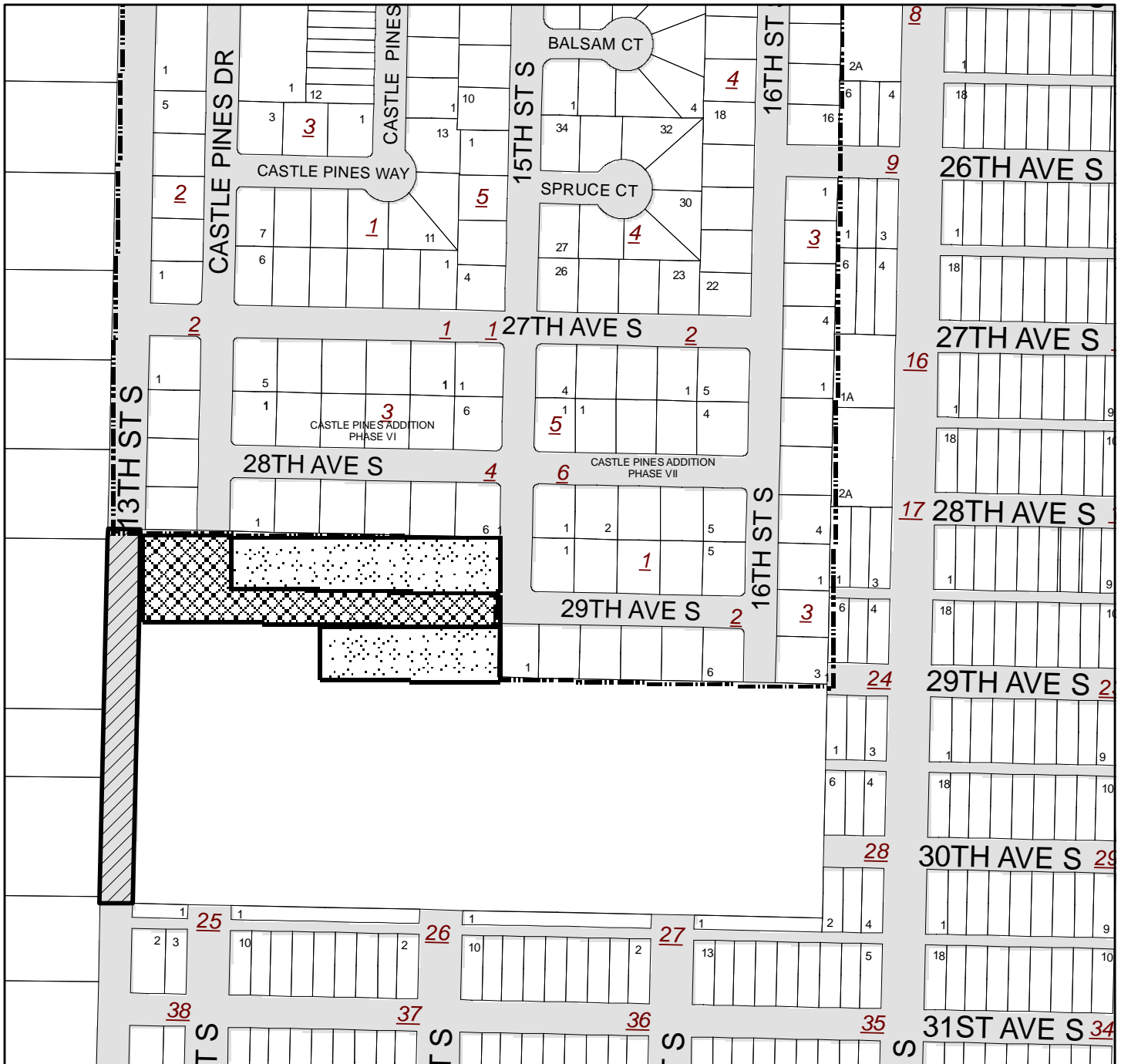
(SEAL OF CITY)





APPROVED FOR LEGAL CONTENT:

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James W. Santoro, City Attorney

# RESOLUTION 9916 ATTACHMENT "A"



-  PROPERTY DESCRIBED IN RESOLUTION 9916
-  SEGMENT OF 13TH STREET SOUTH DESCRIBED IN RESOLUTION 9916
-  PROPERTY DESCRIBED IN RESOLUTION 9917
-  CITY LIMITS



RESOLUTION 9917

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, TO EXTEND THE BOUNDARIES OF SAID CITY TO INCLUDE **LOTS 1 – 6, BLOCK 2 AND LOTS 1 – 4, BLOCK 3, CASTLE PINES ADDITION, PHASE IX**, IN G.L.O. LOT 1, SECTION 19, TOWNSHIP 20 NORTH, RANGE 4 EAST, P.M.M., CASCADE COUNTY, MONTANA, MORE PARTICULARLY DESCRIBED HEREIN BELOW; ALL AS SHOWN ON THE MAP ATTACHED HERETO MARKED ATTACHMENT “A” AND BY THIS REFERENCE MADE A PART HEREOF.

\* \* \* \* \*

WHEREAS, the City of Great Falls is a city incorporated under the laws of the State of Montana, and having a population of more than ten thousand (10,000) is a city of the first class; and,

WHEREAS, there is contiguous to said City, but without the boundaries thereof, certain tracts or parcels of land situated in the County of Cascade, State of Montana, and described as follows:

**Lots 1 – 6, Block 2 and Lots 1 – 4, Block 3, Castle Pines Addition, Phase IX**, in G.L.O. Lot 1, Section 19, Township 20 North, Range 4 East, P.M.M., Cascade County, Montana, and containing 1.843 acres,

all as shown on the map attached hereto marked Attachment “A” and by this reference made a part hereof and according to the final plat of Castle Pines Addition, Phase IX; and,

WHEREAS, Section 7-2-4601, Montana Code Annotated, provides that whenever the owners of real property contiguous to any incorporated city of the first class petition to have said property made a part of the municipal corporation, such lands may be embraced within the corporate limits thereof and the boundaries of such city of the first class extended so as to include the same; and,

WHEREAS, the owner of the hereinabove described property has submitted a petition to have said property annexed to the City of Great Falls.

NOW, THEREFORE, the City Commission now finds that it is to the best interest of the City of Great Falls and its inhabitants to proceed with the incorporation of said territory into the City of Great Falls; and,

WHEREAS, all of the proceedings herein have been conducted in strict compliance with and in conformity to the law and constitution of the State of Montana, and all conditions, acts, and things required to be done precedent to and in the passage and adoption of this resolution have been properly and legally done, and performed;

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

That the boundaries of the City of Great Falls, Montana, be and the same are hereby extended so as to embrace and include within the corporate limits of said city all of the land hereinabove described, included as: **“LOTS 1 – 6, BLOCK 2 AND LOTS 1 – 4, BLOCK 3, CASTLE PINES ADDITION, PHASE IX, IN G.L.O. LOT 1, SECTION 19, TOWNSHIP 20 NORTH, RANGE 4 EAST, P.M.M., CASCADE COUNTY, MONTANA.”**

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

That the Cascade County Clerk and Recorder is hereby authorized and directed to change the appropriate district boundaries of the City of Great Falls, Montana, to include said tract of land; and,

That this Resolution shall become effective from and after the date of the filing of said document in the office of the Cascade County Clerk and Recorder.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on this 5<sup>th</sup> day of April, 2011.

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Michael J. Winters, Mayor

ATTEST:

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Lisa Kunz, City Clerk

(SEAL OF CITY)

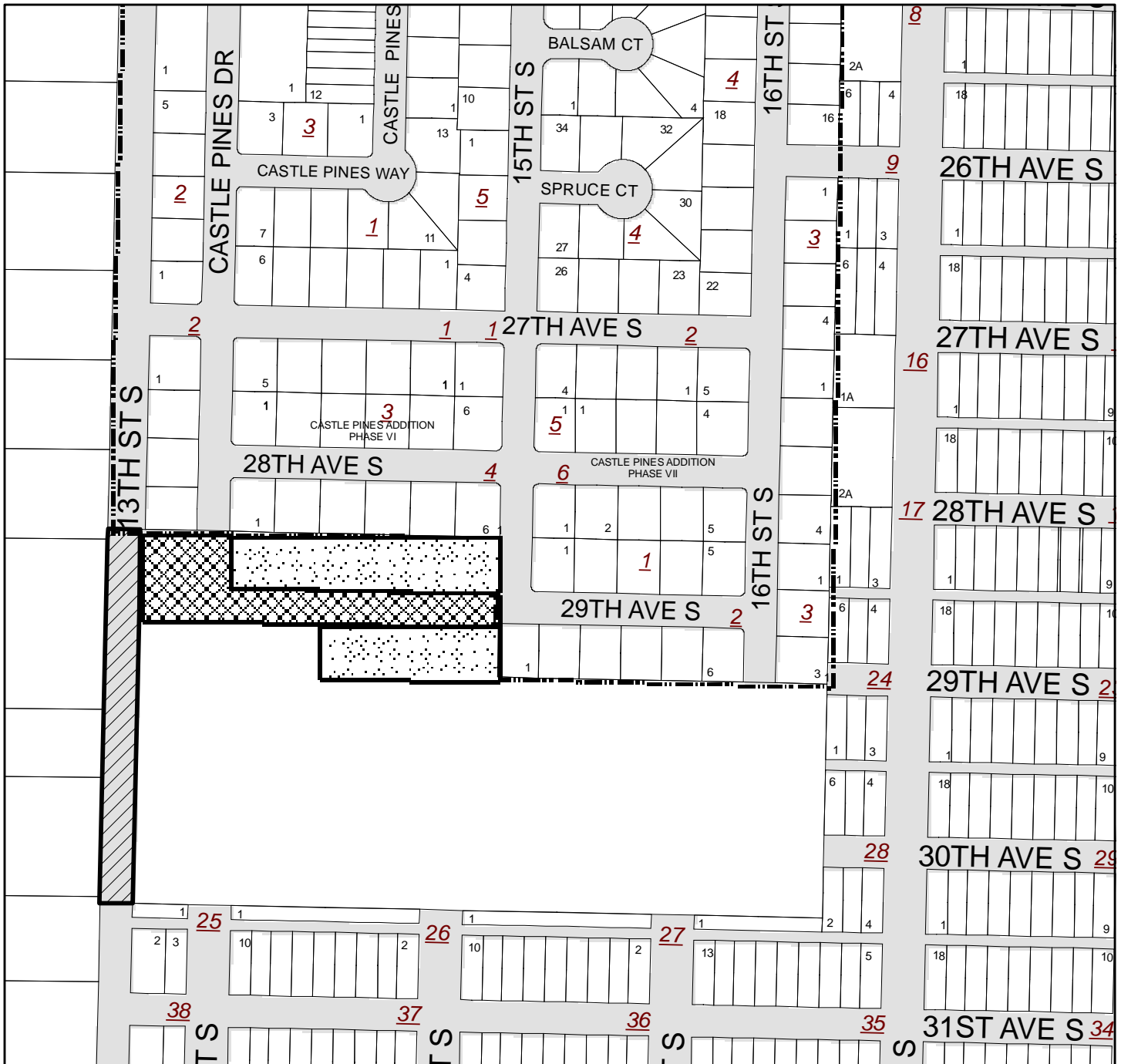
APPROVED FOR LEGAL CONTENT:





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James W. Santoro, City Attorney



# RESOLUTION 9917 ATTACHMENT "A"



-  PROPERTY DESCRIBED IN RESOLUTION 9916
-  SEGMENT OF 13TH STREET SOUTH DESCRIBED IN RESOLUTION 9916
-  PROPERTY DESCRIBED IN RESOLUTION 9917
-  CITY LIMITS



ORDINANCE 3071

AN ORDINANCE ASSIGNING A ZONING CLASSIFICATION OF R-3 SINGLE-FAMILY HIGH DENSITY DISTRICT TO CASTLE PINES ADDITION, PHASE IX, IN GOVERNMENT LOT 1, SECTION 19, TOWNSHIP 20 NORTH, RANGE 4 EAST, P.M.M., CASCADE COUNTY, MONTANA

\* \* \* \* \*

WHEREAS, Harold Poulsen is the owner of record of the property being platted as Castle Pines Addition, Phase IX in Government Lot 1, Section 19, Township 20 North, Range 4 East, P.M.M., Cascade County, Montana; and,

WHEREAS, Harold Poulsen has petitioned the City of Great Falls to annex Castle Pines Addition, Phase IX; and,

WHEREAS, Harold Poulsen has petitioned said Castle Pines Addition, Phase IX be assigned a City zoning classification of R-3 Single-family high density district, upon annexation to City; and,

WHEREAS, notice of assigning a zoning classification of R-3 Single-family high density district, to Castle Pines Addition, Phase IX was published in the Great Falls Tribune advising that a public hearing on this zoning designation would be held on the 5<sup>th</sup> day of April, 2011, before final passage of said Ordinance herein; and,

WHEREAS, following said public hearing, it was found and recommended that the said zoning designation be made.

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

Section 1. It is determined that the herein requested zoning designation will meet the criteria and guidelines cited in Section 76-2-304 Montana Code Annotated, and Section 17.16.40.030 of the Unified Land Development Code of the City of Great Falls.

Section 2. That the zoning of Castle Pines Addition, Phase IX be designated as R-3 Single-family high density district classification.

Section 3. This ordinance shall be in full force and effect thirty (30) days after its passage and adoption by the City Commission or upon filing in the office of the Cascade County Clerk and Recorder the resolutions annexing Castle Pines Addition, Phase IX into the corporate limits of the City of Great Falls, Montana, whichever event shall occur later.

APPROVED by the City Commission on first reading March 15, 2011.

PASSED, APPROVED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on second reading April 5, 2011.

\_\_\_\_\_  
Michael J. Winters, Mayor

ATTEST:

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

(CITY SEAL)

APPROVED FOR LEGAL CONTENT:

\_\_\_\_\_  
James W. Santoro, City Attorney

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

I, Lisa Kunz, City Clerk of the City of Great Falls, Montana, do certify that I did post as required by law and as prescribed and directed by the Commission, Ordinance 3071 in three conspicuous places within the limits of said City to-wit:

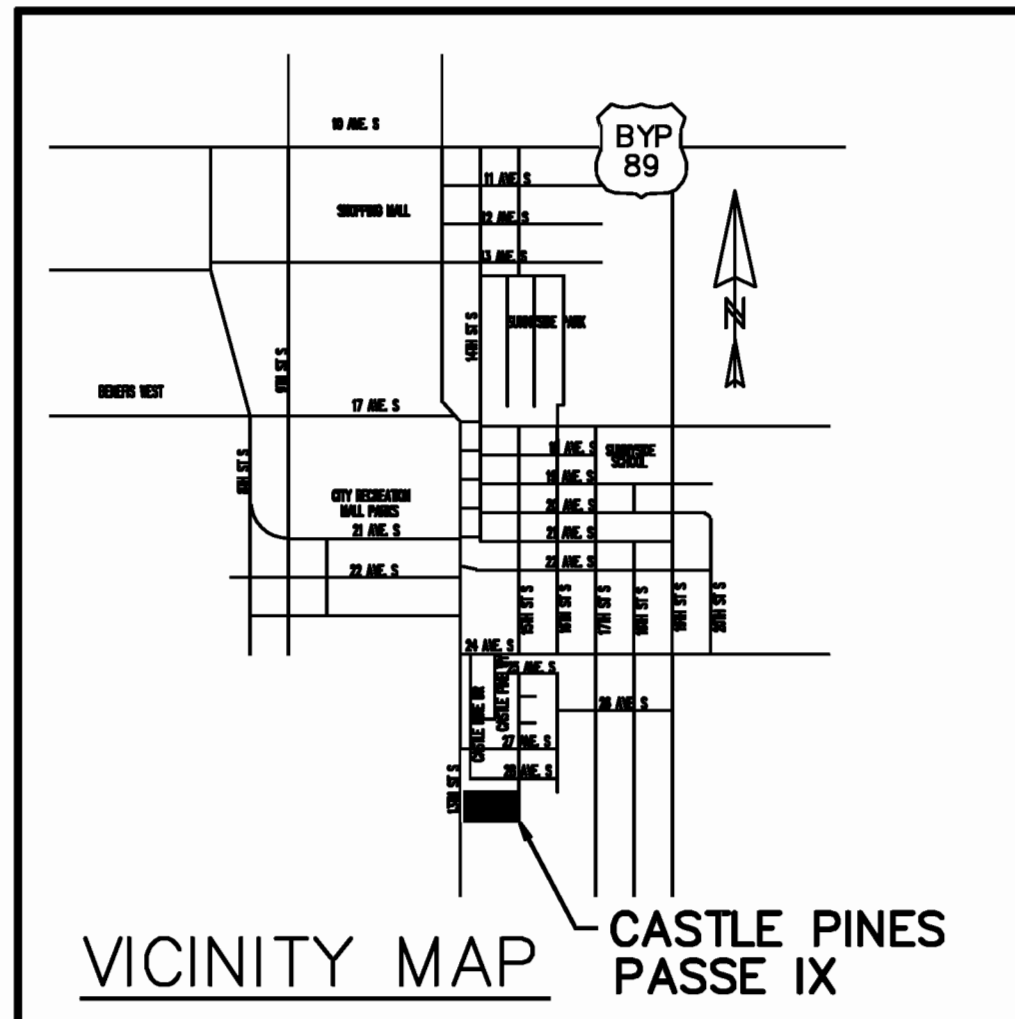
On the Bulletin Board, first floor, Civic Center Building;  
On the Bulletin Board, first floor, Cascade County Court House;  
On the Bulletin Board, Great Falls Public Library

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

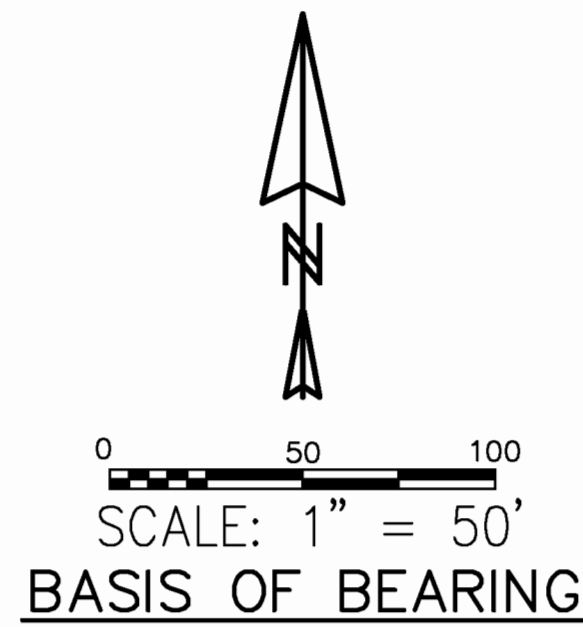
(CITY SEAL)

# PLAT OF CASTLE PINES PHASE IX

AN ADDITION TO THE CITY OF GREAT FALLS  
A SUBDIVISION LOCATED IN G.L.O. LOT 1 OF SECTION 19,  
T20N, R4E, P.M.M., CASCADE COUNTY, MONTANA



- LEGEND**
- CURRENT ADDITION BOUNDARY
  - CURRENT ADDITION LOT LINES
  - - - CENTERLINE
  - - - EXISTING PROPERTY LINE
  - - - UTILITY EASEMENT
  - ⊙ STREET MONUMENT
  - P.O.B. POINT OF BEGINNING
  - SF SQUARE FEET
  - FOUND IRON PIN
- ALL PROPERTY LINE CURVES ARE 10' IN RADIUS UNLESS OTHERWISE DIMENSIONED



**AREAS**

STREETS -	46,828 SF = 1.075 ACRES
LOTS -	89,819 SF = 2.062 ACRES
TOTAL AREA -	136,647 SF = 3.137 ACRES

5/8"x24" IRON PIN AND CAP SET  
AT ALL NEW PROPERTY CORNERS

**CERTIFICATE OF DEDICATION**

I, the undersigned property owner, do hereby certify that I have caused to be surveyed and platted into lots, blocks, streets and avenues as shown by the attached plat, the tract of land to be known as the PLAT OF CASTLE PINES PHASE IX an addition to the City of Great Falls, a subdivision in G.L.O. Lot 1 of Section 19, T20N, R4E, P.M.M., Cascade County, Montana, more fully described as follows:

Beginning at the southwest corner of Castle Pines Phase VI an addition to the City of Great Falls, Montana as filed in the office of the Clerk and Recorder of Cascade County Montana; thence S00°16'00"E, 160.00 feet; thence N89°45'43"E, 367.40 feet; thence S00°16'00"E, 100.00 feet; thence N89°45'43"E, 301.00 feet; thence N00°16'00"W, 100.00 feet; thence N10°17'46"W, 60.94 feet; thence northeasterly 15.70 feet along a circular curve to the left with a radius of 10.00 feet; thence N00°12'29"W, 90.01 feet; S89°45'43"W, 667.88 feet; to the POINT OF BEGINNING, containing 3.137 acres.

The above described tract of land is to be known and designated as the PLAT OF CASTLE PINES PHASE IX an addition to the City of Great Falls, Cascade County, Montana, and the land included in all streets, avenues shown on said plat are hereby granted and donated to the use of the public forever.

HAROLD POULSEN

STATE OF MONTANA )  
                                  : SS  
County of Cascade )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public, in and for the State of Montana, personally appeared, HAROLD POULSEN, known to me to be the person who executed the foregoing Certificate of Dedication and he acknowledged to me that he executed the same.

SEAL

NOTARY PUBLIC, State of Montana  
Residing at Great Falls, Montana  
My Commission Expires \_\_\_\_\_

Print Notary Public Name

**CERTIFICATE OF SURVEYOR**

I, DALE E. SCHAEFFER, Professional Engineer and Land Surveyor, Montana Reg. No. 5206ES, do hereby certify that in May, 2010, I supervised the survey of the tract of land shown on the attached PLAT OF CASTLE PINES PHASE IX an addition to the City of Great Falls, Cascade County, Montana, as described in the Certificate of Dedication, and that the survey was made in accordance with the provisions of Title 76, Chapter 3, Part 4, MCA.

SEAL



**CERTIFICATE OF GREAT FALLS PLANNING BOARD**

We, the undersigned, JOHN HARDING, President of the said Great Falls Planning Board, Great Falls, Cascade County, Montana, and MIKE HAYNES, Secretary of the Great Falls Planning Board, do hereby certify and attest that the accompanying PLAT OF CASTLE PINES PHASE IX an addition to the City of Great Falls, Cascade County, Montana, has been submitted to the said Great Falls Planning Board for examination by them and was found by them to conform to law and was approved at a meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

JOHN HARDING, President, Great Falls Planning Board

MIKE HAYNES, Secretary of the Great Falls Planning Board

**CERTIFICATE OF PUBLIC SERVICE DIRECTOR**

I, JIM REARDEN, Public Service Director for the City of Great Falls, Montana, do hereby certify that I have examined the accompanying PLAT OF CASTLE PINES PHASE IX an addition to the City of Great Falls, Cascade County, Montana, and the survey that it represents, and I find the same conforms to the regulations governing the platting of land and to presently platted adjacent land, as near as circumstances will permit and I do hereby approve the same on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

JIM REARDEN, Public Service Director, City of Great Falls, Montana

**CERTIFICATE OF CITY COMMISSION**

I, GREGORY T. DOYON, City Manager of the City of Great Falls, Cascade County, Montana, do hereby certify that this PLAT OF CASTLE PINES PHASE IX an addition to the City of Great Falls, Cascade County, Montana, was duly examined and approved by the Commission of the City of Great Falls at its regular meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

GREGORY T. DOYON, City Manager, City of Great Falls, Montana

**CERTIFICATE OF AVAILABILITY OF MUNICIPAL SERVICES**

I, GREGORY T. DOYON, City Manager of the City of Great Falls, Cascade County, Montana, do hereby certify that the City Commission of the City of Great Falls, Montana, found that adequate municipal facilities for the supply of water and disposal of sewage and solid waste are available to the above described property, namely, the facilities of the City of Great Falls, Cascade County, Montana, and that this certificate is made pursuant to Section 76-4-124, MCA, thereby permitting the Clerk and Recorder of Cascade County, Montana to record the accompanying plat. Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

GREGORY T. DOYON, City Manager, City of Great Falls, Montana

**CERTIFICATE DISPENSING WITH PARK OR PLAYGROUND**

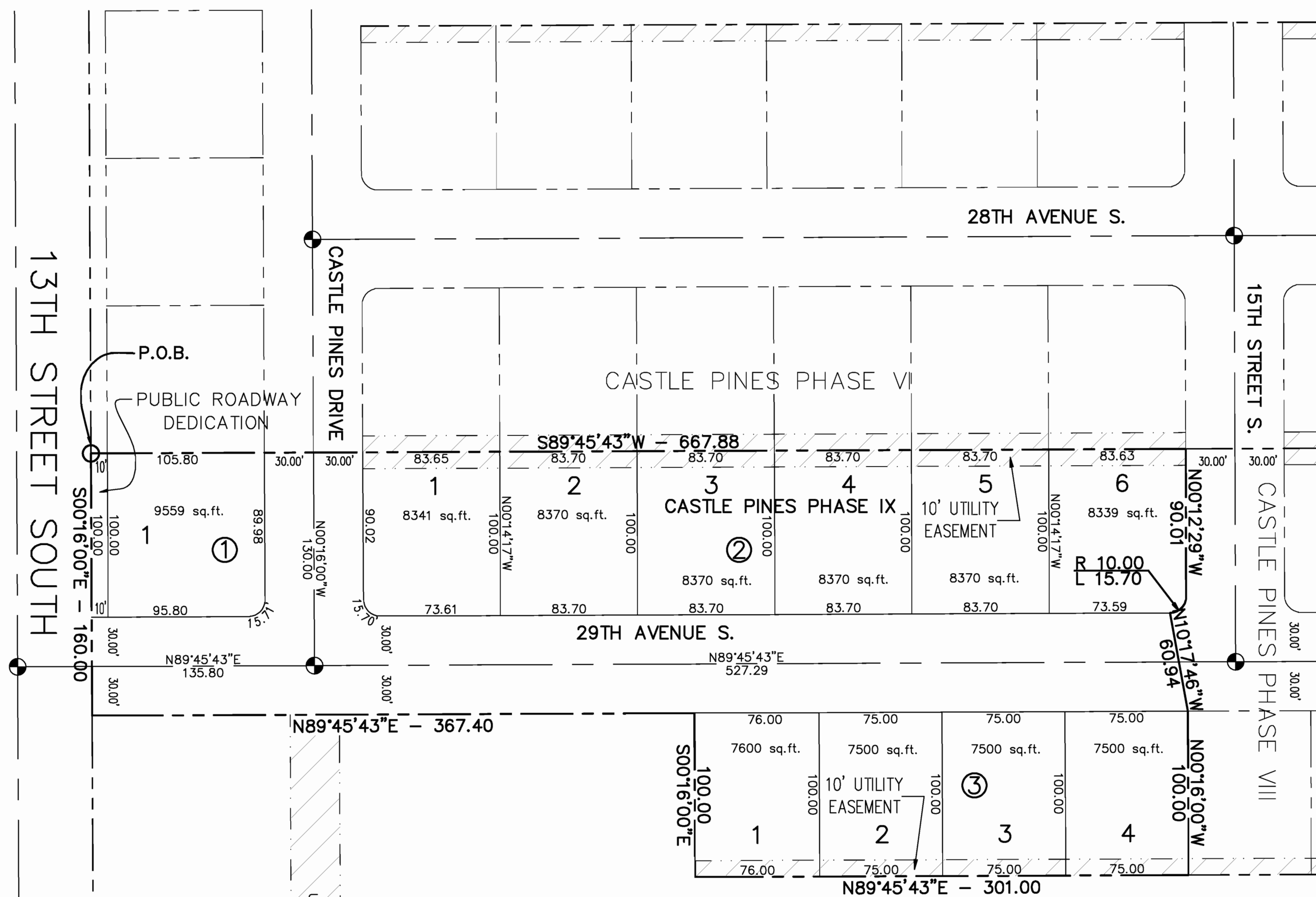
I, GREGORY T. DOYON, City Manager of the City of Great Falls, Cascade County, Montana, do hereby certify that the City Commission of the City of Great Falls, Montana, found that a cash donation has been made to the park fund in lieu of land for park or playground within the platted area of the PLAT OF CASTLE PINES PHASE IX an addition to the City of Great Falls, Cascade County, Montana, in accordance with Section 76-3-621, MCA. Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

GREGORY T. DOYON, City Manager, City of Great Falls, Montana

**CERTIFICATE OF COUNTY TREASURER**

I, \_\_\_\_\_, County Treasurer of Cascade County, Montana, do hereby certify that I have examined the records covering the areas included in the accompanying PLAT OF CASTLE PINES PHASE IX an addition to the City of Great Falls, Cascade County, Montana, and find that the taxes on the same have been paid for the last five years. Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.























\_\_\_\_\_  
\_\_\_\_\_, Cascade County Treasurer



VICTORY CHRISTIAN CENTER TRACTS

# VICINITY/ZONING MAP



-  Proposed Castle Pines Addition Phase IX to be annexed into the City and assigned a City zoning classification of "R-3" Single-Family High Density Residential upon annexation to the City.
-  Proposed annexation of 13th Street South adjacent to Castle Pines Phase IX and Victory Christian Additions to be annexed simultaneously with Castle Pines Phase IX.
-  City Limits
- Zoning**
- |                                                                                                                    |                                                                                                                    |                                                                                                                       |
|--------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|
|  AI Airport Industrial          |  M-1 Mixed-use district         |  R-10 Mobile home park            |
|  C-1 Neighborhood commercial    |  M-2 Mixed-use transitional     |  R-2 Single-family medium density |
|  C-2 General commercial         |  PLI Public lands institutional |  R-3 Single-family high density   |
|  C-3 Highway commercial         |  POS Park Open Space            |  R-5 Multi-family medium density  |
|  C-4 Central business core      |  PUD Planned unit development   |  R-6 Multi-family high density    |
|  C-5 Central business periphery |  R-1 Single-family suburban     |  R-9 Mixed residential            |
|                                                                                                                    |                                                                                                                    |  Unincorporated                   |

**ANNEXATION AGREEMENT  
FOR  
CASTLE PINES ADDITION, PHASE IX  
IN GOVERNMENT LOT 1 OF SECTION 19,  
TOWNSHIP 20 NORTH, RANGE 4 EAST,  
CASCADE COUNTY, MONTANA**

1. PREFACE

The following is a binding Agreement dated this \_\_\_\_\_ day of \_\_\_\_\_, 2011, between HAROLD POULSEN, hereinafter referred to as “Owner,” and the CITY OF GREAT FALLS, MONTANA, a municipal corporation of the State of Montana, hereinafter referred to as “City,” regarding the requirements for filing the Final Plat and the annexation to the corporate limits of City, of CASTLE PINES ADDITION, PHASE IX, in Government Lot 1 of Section 19, Township 20 North, Range 4 East, Cascade County, Montana, hereinafter referred to as “Subdivision.”

2. PREVIOUS AGREEMENTS

- A. Master Plan Agreement dated November 7, 1995, between Lone Tree, Inc., a Montana statutory close corporation, and the City of Great Falls, filed in the office of the Clerk and Recorder of Cascade County on Reel 285, Document 613.
- B. Off-Site Improvements Trust Fund Agreement, dated November 7, 1995, between Lone Tree, Inc., a Montana statutory close corporation, and the City of Great Falls, filed in the office of the Clerk and Recorder of Cascade County on Reel 285, Document 615.
- C. Economic Development Agreement, dated November 7, 1995, between Lone Tree, Inc., a Montana statutory close corporation, and the City of Great Falls, filed in the office of the Clerk and Recorder of Cascade County on Reel 285, Document 617.

3. PRIOR ACTIONS

The Preliminary Plat of Subdivision, prepared by Woith Engineering, was conditionally approved by City Commission on September 15, 2009.

4. SUPPORTING DOCUMENTS

- A. A final plat of Subdivision prepared by Woith Engineering and filed of record in the Clerk and Recorder's Office of Cascade County, Montana.
- B. Final engineering drawings and specifications prepared by Woith Engineering consisting of documents for sanitary sewer mains, water mains, drainage improvements, paving, sidewalk, curb and gutter. Said drawings and specifications are on file in the City Engineer's office.
- C. Loan commitment letter dated June, 2008, by Stockman Bank of Great Falls, to indicate the capability of Owner to pay for the public improvements referenced in Paragraph 4.B. hereinabove. A copy of the same is filed in the office of the Great Falls City Planning Board.

5. AMENDMENTS

Minor changes to engineering documents and such revisions to the engineering drawings as are deemed appropriate and necessary by City's Engineer and City's Public Works Department and which do not materially affect the hereinabove mentioned final plat, can be made as follows:

- A. The proposed revision will be submitted to City's Public Works Department for review and, if approved, the City Engineer or Public Works Director will sign and adequately annotate the change.
- B. The annotated revision becomes a part of this Agreement upon City's Public Works Department approval.
- C. Changes during construction shall be made by change order approved by City's Public Works Department.
- D. "As Built" reproducible drawings shall be supplied to City's Engineer upon completion of the construction.
- E. All amendments to this Agreement, except as allowable above in this section, shall be in writing and approved by City and Owner.

6. FEES AND CHARGES

- A. Prior to annexation of Subdivision, Owner shall pay the Annexation Application Fee of \$100.00, Preliminary Plat Fee of \$800.00, Zoning Application Fee of \$700.00, Annexation Agreement Fee of \$200.00, Final Plat Fee of \$300.00, Annexation Resolutions Fee of \$200.00, Storm Sewer Fee of \$784.25, and Recording Fee of \$99.00. All required fees have been paid by the Owner.
- B. Owner or its successors or assigns shall reimburse City for its expenses incurred in testing and acceptance of public utilities to serve Subdivision at the rates charged by City for said work at the time performed.
- C. Water tapping, water connection, sewer service tapping, and sewer connection fees will be assessed at the time of installation.
- D. The absence of any fee from this agreement lawfully charged by the City in connection with construction activity associated with Subdivision shall not constitute a waiver by the City.

7. PUBLIC IMPROVEMENTS

Owner agrees to complete within two (2) years of the date of this Agreement, the installation of the sanitary sewer and water improvements, drainage improvements, street paving and curb and gutter to serve Subdivision, according to plans referenced in Paragraph 4.B. above and filed in the City Engineer's Office and in accordance with standards of City. These improvements include the drainage improvements required within 13<sup>th</sup> Street South from the intersection of 27<sup>th</sup> Avenue South to the extent required by the City and provide inlets at 29<sup>th</sup> Avenue South as required by the City Engineer's Office.

8. REQUIRED OVER-SIZING OF IMPROVEMENTS

A. Additionally, to accommodate the long term growth plan that City foresees, Owner agrees to install required over-sizing (water main) improvement, instead of the standard City required improvements in the portion of 13<sup>th</sup> Street South abutting Subdivision. City agrees to reimburse the Owner for the over-sizing cost of improvements installed in 13<sup>th</sup> Street South within (30) days of its acceptance of the installations and appropriate billing, including provisions of adequate information and documentation supporting said costs.

B. Additionally, to accommodate the installation of said water main, Owner agrees to repair the paved section within 13<sup>th</sup> Street South as directed by the City Public Works Department. City agrees to reimburse the Owner for the paved section repair installed in 13<sup>th</sup> Street South within (30) days of its acceptance of the installations and appropriate billing, including provisions of adequate information and documentation supporting said costs.

9. WATER MAIN REIMBURSEMENTS

A. City shall be entitled to reimbursement for abutting properties on the west side of 13<sup>th</sup> Street South proportionate share of the costs to install the water main abutting said improvement referenced in paragraph 4.B. hereinabove.

B. Owner shall provide City with its actual cost of the installation of the hereinabove mentioned water main within twelve (12) months after approval and acceptance thereof by City.

10. RESTRICTIONS ON BUILDING PERMITS AND OCCUPANCY

Building permits for lots in Subdivision shall not be issued until the contracts for installation of the public improvements have been executed. Owner acknowledges that City will not permit the occupancy of any residential structure in Subdivision until street improvement and water and sanitary sewer mains within Subdivision have been installed, tested and accepted by City, which acceptance will not be unreasonably withheld by City.

11. INDEMNIFICATION FOR SOIL CONDITIONS

Owner hereby agrees to indemnify and hold the City, its employees, agents and assigns harmless for and against all claims, attorney fees, judgments, demands and/or liability of every kind and nature, arising out of, or attributable to soil conditions and/or groundwater associated with the herein described property.



12. FUTURE STORM DRAINAGE FACILITIES

Owner hereby agrees to waive right to protest any future area wide special improvement district for storm drainage facilities and further agrees to pay for proportionate share of any future storm drainage improvements which service Subdivision that may be installed with or without an area wide special improvement district. The term “area wide” as used herein, means any area larger than that covered by Subdivision which is a contributor to the drainage sub-basin of which Subdivision is a part.

13. PUBLIC ROADWAY LIGHTING

Owner hereby agrees to waive its right to protest any future special lighting district for public roadway lighting facilities that service Subdivision, and further agrees to pay for proportionate share of the costs associated with roadway lighting which service Subdivision that may be installed with or without a special lighting district.

14. SIDEWALKS

It is hereby agreed that the following exception to the strict adherence of Subdivision requirements will be permitted: sidewalks serving and abutting any lot in Subdivision shall be installed as a condition of final occupancy by the then lot owner within six (6) months (allowing for unfavorable weather conditions only) of occupancy. It is understood that the above provision regarding sidewalks shall not preclude City from exercising its authority provided by Chapter 12.28, Municipal Code of the City of Great Falls pertaining to sidewalks.

15. ADHERENCE TO OFF-SITE IMPROVEMENTS TRUST FUND AGREEMENT

To assist in the eventual expenses in improving 13<sup>th</sup> Street South and 24<sup>th</sup> Avenue South in the vicinity of Castle Pines Addition Phase IX, including water main installation and providing a secondary water source to the Castle Pines development area, a trust fund was created in conjunction with Castle Pines Addition, Phase I. Owner has deposited the proportionate share of said fees as agreed with by the developer and the City Public Works Director and City Engineer in a letter dated December 15, 2010. A copy of the same is filed in the City Engineers Office and the Great Falls City Planning & Community Development. Said monetary amount was determined by agreement between the developer and City, based on the original provisions contained in said Off-Site Improvements Trust Fund Agreement, dated November 7, 1995.

16. WAIVER OF PROTEST OF ANNEXATION

Owner does hereby waive any and all statutory procedure notice on right of protest to annexation of Subdivision, as provided for by State law.

17. WARRANTY, OWNERSHIP AND INSPECTION OF UTILITY AND STREET IMPROVEMENTS

A. After the public utilities and street improvements described in Paragraph 4.B. hereof have been installed and accepted by City, the same shall be in all respects treated, owned and maintained as though the same had been constructed and installed by City. However, to the extent installed by Owner, Owner or its contractor shall guarantee

said improvements against defective work and materials for a period of two (2) years from date of acceptance of the completed improvements by City.

- B. Installation of the public utilities and street improvements described in Paragraph 7. hereof, shall be subject to City's infrastructure inspection policy in place at the time of installation.

18. ANNEXATION PREREQUISITES

Subdivision is contiguous to City; is not included within the boundary of any other incorporated municipality; and is not a part of any fire district existing or organized under any of the provisions of Chapter 33, Title 7, of the Montana Code Annotated. Subdivision, upon annexation to City, will be provided fire protection services by City comparable to that provided incorporated properties.

19. MAINTENANCE DISTRICTS

Owner waives its right to protest the lawful creation by City of maintenance districts for any proper purpose including, but not limited to, fire hydrant and street maintenance and shall pay the proportionate share of the costs associated with said maintenance districts as they may be applied to Subdivision.

20. CITY ACCEPTANCE AND ZONING

In consideration of the foregoing, City hereby accepts and approves the final plat of Subdivision and will approve the property contained within the boundaries of Subdivision for incorporation by annexation into the corporate limits of the City of Great Falls, Montana, as R-3 Single-family high density district zoning classification. It is hereby understood that the preceding language regarding zoning of lots in Subdivision does not preclude City from reclassifying lots if an area wide reclassification is undertaken, in which event City agrees to reclassify said lots as a conforming use.

21. BINDING EFFECT

The provisions covenants and terms of this Agreement shall run with the land and bind the present owners, their devisees, heirs, successors, and assigns; and any and all parties claiming by, through, or under them, shall be taken to agree and covenant with each of the parties to the Agreement, their devisees, heirs, successors and assigns, to conform to the provisions, covenants and terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal the day, month and year first hereinabove written.

**CITY OF GREAT FALLS**  
A Municipal Corporation of the State of Montana

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Gregory T. Doyon, City Manager

ATTEST:

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Lisa Kunz, City Clerk

(Seal of the City)

APPROVED FOR LEGAL CONTENT:

---

James W. Santoro, City Attorney

OWNER

By: \_\_\_\_\_  
Harold Poulsen

State of Montana )  
                                          :SS.  
County of Cascade)

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year Two thousand and Eleven, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Harold Poulsen, known to me to be the person whose name is subscribed to the instrument within and acknowledged to me that he executed the same.

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

\_\_\_\_\_  
Notary Public for the State of Montana

\_\_\_\_\_  
Notary Public for the State of Montana (Printed)  
Residing at \_\_\_\_\_  
My commission Expires \_\_\_\_\_, 20\_\_\_\_\_

(NOTARIAL SEAL)



# GREAT FALLS FIRE RESCUE

105 9th Street South  
Great Falls, MT 59401

Phone: 406-727-8070  
Fax: 406-454-2454

March 9, 2011

To: Planning Director Mike Haynes

From: Fire Chief Randall McCamley

Re: Development Ordinance 3071

Thank you for the opportunity of reviewing the proposed development identified in Ordinance 3071. While the Fire Department is generally in support of economic development projects, we feel it's important to go on the record with our public safety concerns. Based on the location of this project in relation to current fire station distribution, it is important the project developers and prospective occupants have a clear understanding of the fire department service delivery. Due to the distance of the proposed development to the closest city fire station, we have determined the travel time to be approximately 5 minutes or greater. This emergency response travel time is calculated by using a generally accepted emergency response time formula and historical response time data when available.

*The National Fire Protection Agency (NFPA) 1710 5.2.4.1.1 "The fire department's fire suppression resources shall be deployed to provide for the arrival of an engine company within 240-second travel time to 90 percent of the incidents as established in Chapter 4."*

Based on the travel distances and the corresponding travel time, the fire department is concerned with meeting the community's emergency performance outcomes.

Respectfully submitted,

Fire Chief Randall McCamley



**Item:** Public Hearing –Ordinance 3068 revisions to Title 17, Chapter 20 of the Official Code of the City of Great Falls, by adding Section 175 Titled “Community Gardens”

**From:** Mike Haynes, AICP, Planning and Community Development Director

**Initiated By:** Planning and Community Development Department

**Presented By:** Mike Haynes, AICP, Planning and Community Development Director

**Action Requested:** City Commission adopt Ordinance 3068

---

**Public Hearing:**

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

**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (adopt/deny) Ordinance 3068.”

2. Mayor calls for a second, discussion and calls the vote.
- 

**Recommendation:** At the conclusion of a public hearing held February 22, 2011, the Planning Advisory Board, acting as the Zoning Commission, passed a motion recommending the City Commission **approve** the Amendment to Exhibit 20-1, Title 17, Chapter 20 Principal Uses by District and Title 17, Chapter 20, Article 6 Special Standards for Principal Uses. The amendment would allow Community Gardens as a permitted principal use in all residential zoning districts (R-1, R-2, R-3, R-5, R-6, R-9 and R-10), the M-1 and M-2 mixed use, and the PLI, POS and AI zoning districts. The proposed amendments would also expand where community gardens would be allowed as a principal use with approval conditional use approval to include all commercial zoning districts (C-1, C-2, C-3, C-4 and C-5).

Ordinance 3068 to amend Title 17 Chapter 20 of the Official Code of the City of Great Falls was accepted by the City Commission on first reading on March 15, 2011. Notice of Public Hearing for April 5<sup>th</sup>, 2011 to be held before the City Commission for the code amendment was published in the Great Falls Tribune on March 20, 2011.

**Background:** In recent years, community-based groups, organizations and associations have established and maintained community gardens in cities and towns throughout Montana and around the country. In addition to providing fresh vegetables, fruits and flowers, community gardens contribute to positive social interaction and community engagement, environmental awareness and neighborhood pride.

This proposed amendment is a result of discussions that ensued during the request by Pea Pods for a waiver of the \$700 application fee for a Conditional Use Permit to operate a community garden at 901 3<sup>rd</sup> Avenue North in 2010. At that time there appeared to be a general consensus that community gardens were desirable in the City of Great Falls and they should become a permitted principal use.

The Planning and Community Development Department, in coordination with Commissioner Bronson, examined the issue and proposed liberalizing the regulations governing community gardens. Specifically, it was recommended to replace the Conditional Use Permit process with an administrative review for properties in residential zoning districts. In addition, it was recommended that property owners in commercial zoning districts be allowed to request conditional use approval to have community gardens where they are now prohibited. Nothing in the existing code or the proposed code amendments are intended to limit market gardens in the R-1 zoning district or gardens in other residential zoning districts as accessory uses to private residences.

#### Existing Land Development Code (Title 17)

A community garden, as defined in Section 17.8.120 City Code, is

“An outdoor area that is used to grow vegetables, fruits, flowers and the like by a group of unrelated individuals who primarily use what is grown for their personal use. The community garden can be divided into individual plots of land for the exclusive use of the person assigned each plot, or the entire garden may be a cooperative effort of any number of people, or a combination thereof.”

Community gardens are currently permitted as a principal use by right in the R-1, M-1, M-2, PLI, POS and AI zoning districts, and as a principal use with a Conditional Use Permit in the R-2, R-3, R-5, R-6, R-9, R-10, I-1, and I-2 zoning districts. Groups, organizations, or associations wishing to establish a community garden in a zoning district where the use requires conditional use approval, must apply for, pay for, and be granted a conditional use permit by the City Commission prior to the establishment of a community garden. Community gardens are now prohibited in the C-1, C-2, C-3, C-4 and C-5 zoning districts.

#### Proposed Amendments to Title 17, Chapter 20

Under the proposed amendments, community gardens will be a permitted principal use in all residential (R-1, R-2, R-3, R-5, R-6, R-9, and R-10) zoning districts, as well as the M-1, M-2, PLI, POS and GFIA zoning districts. Community gardens will require conditional use approval in those districts where community gardens may or may not be desirable or appropriate; that is all commercial (C-1, C-2, C-3, C-4, and C-5) and industrial (I-1 and I-2) zoning districts.

Additionally, amendments are proposed to Article 6 Special Standards for Principal Uses to

provide flexibility and consistency in the establishment of community gardens. Proposed special standards will require groups, organizations, or associations wishing to establish a community garden to provide the Planning and Community Development Department with the following information:

- A dimensioned site plan identifying the specific location and dimensions of the community garden and plots, all structures and accessory areas including storage sheds, waste management, fences, access, parking, composting area, etc;
- Contact information for the designated garden coordinator;
- A set of operating standards addressing, at a minimum, tax status of the group, governance structure of the garden, hours of operation, water supply, maintenance and security requirements; and
- A user agreement between the group and the property owner signed by the garden coordinator and the property owner.

All documents submitted, including but not limited to the documents listed above must be reviewed by the Planning and Community Development Department prior to the establishment of a community garden. The department will issue a letter of approval with any additional conditions or clarifications necessary to protect neighbors. The department would keep the aforementioned documents on file and the community garden group would be responsible for providing revised documents as necessary.

Note that the proposed amendments serve to expand the zoning districts in which community gardens are permitted by right and also expand the districts in which community gardens may be allowed with conditional use approval.

With regard to community gardens in residential districts, the amendments have clear benefits for organizers. By making community gardens a permitted use (subject to submittal requirements and staff approval) it expedites the ability of a group of citizens to create a community garden and it alleviates the financial obligations of the Conditional Use process from the organizers of the gardens.

At the same time, elimination of the public hearing process would deny neighbors an opportunity to express opposition to establishment of a community garden, and eliminates the City Commission's right to deny a Conditional Use Permit and the City's right to close down a community garden if it does not adhere to conditions of permit approval. Of course, responsible organizers can insure community gardens are a benefit to the neighborhood and community.

**Concurrences:** Commissioner Bronson and representatives from relevant city departments have been involved throughout the review process.

**Fiscal Impact:** The financial impact caused by adopting Ordinance 3068 would be negligible. For each community garden established in a residential district the department would give up the \$700 application fee for a Conditional Use Permit but in return would not have the costs associated with organizing public hearings, generating staff reports and running public notice ads



in the Tribune. Instead the department would conduct an administrative review of the required documents at no cost to the applicant and little cost to the department.

**Alternatives:** The City Commission could deny Ordinance.

**Attachments/Exhibits:**

Ordinance 3068 with attachments

Cc: Patty Cadwell, Neighborhood and Youth Council Coordinator

**ORDINANCE 3068**

**AN ORDINANCE AMENDING TITLE 17, CHAPTER 20 OF THE OFFICIAL CODE OF THE CITY OF GREAT FALLS (OCCGF), BY ADDING SECTION 175 TITLED “COMMUNITY GARDENS”**

\* \* \* \* \*

WHEREAS, it is the intent of the City Commission of the City of Great Falls to provide for and protect the health, safety and welfare of the citizens of Great Falls, promote residential harmony and ensure the well-being of proper maintenance of community gardens through effective regulation; and,

WHEREAS, the City Commission of the City of Great Falls acknowledges that having community gardens within an established neighborhood helps promotes community pride; and,

WHEREAS, it is the intent of the City Commission of the City of Great Falls to provide and maintain, for the citizens of Great Falls, opportunities for the healthy consumption of locally produced foods and products; and,

WHEREAS, the City Commission of the City of Great Falls, acknowledges that the act of food production within a community garden may improve the quality of life of its residents; and,

WHEREAS, there will be flexibility and consistency in the establishment of community gardens; and,

WHEREAS, the City Commission of the City of Great Falls establishes special standards that will require groups, organizations, or associations wishing to establish a community garden to provide the Planning and Community Development Department; a dimensioned site plan, contact information for the designated garden coordinator, a set of operating standards and a user agreement; and,

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

- Section 1. That Title 17, Chapter 20, of the Official Code of the City of Great Falls (OCCGF), be amended by adding Section 175, titled “Community Gardens” as depicted in Exhibit “A” attached hereto; and,
- Section 2. That the table of contents of Exhibit 20-1 of Title 17, Chapter 20, be amended as depicted in Exhibit “B” attached hereto, which removes any language indicated by a strike-out and adds any language which is bolded; and,
- Section 2. This ordinance shall be in full force and effect thirty (30) days after second reading and final adoption by the City Commission.

APPROVED by the City Commission on first reading March 15, 2011.

PASSED, APPROVED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on second reading April 5, 2011.

\_\_\_\_\_  
Michael J. Winters, Mayor

ATTEST:

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

(Seal of the City)

APPROVED FOR LEGAL CONTENT:

\_\_\_\_\_  
James W. Santoro, City Attorney

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

I, Lisa Kunz, City Clerk of the City of Great Falls, Montana, do hereby certify that I did post, as required by law and as prescribed and directed by the City Commission, Ordinance 3068 in three 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

(Seal of the City)

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

**Article 6**  
**SPECIAL STANDARDS FOR PRINCIPAL USES**

**Sections:**

17.20.6.005	Agricultural, horticulture, nursery	17.20.6.170	Cemetery
17.20.6.010	Mobile home park	<b>17.20.6.175</b>	<b>Community Gardens</b>
17.20.6.020	Residence, zero lot line	17.20.6.180	Worship facility
17.20.6.040	Residence, multi-family	17.20.6.200	Educational facility (K-12)
17.20.6.050	Townhouse	17.20.6.210	Composting facility
17.20.6.060	Residence, manufactured/factory-built	17.20.6.220	Recycling center
17.20.6.070	Campground or recreational vehicle park	17.20.6.230	Solid waste transfer station
17.20.6.080	Tavern	17.20.6.240	Amateur radio station
17.20.6.090	Commercial kennel	17.20.6.250	Telecommunications facility
17.20.6.100	Sexually-oriented business	17.20.6.260	Heli-pad
17.20.6.110	Veterinary clinic, small animal	17.20.6.270	Contractor yard, type I
17.20.6.120	Vehicle repair	17.20.6.280	Contractor yard, type II
17.20.6.130	Mini-storage facility	17.20.6.290	Junk yard
17.20.6.140	Casino, type I	17.20.6.300	Light manufacturing and assembly
17.20.6.150	Casino, type II	17.20.6.310	Motor vehicle graveyard
17.20.6.160	Animal shelter	17.20.6.320	Motor vehicle wrecking facility

**17.20.6.175 Community Gardens**

**Prior to establishment or operation of a new community garden, the group proposing to establish the garden must submit the following documentation to, and receive written approval to proceed from, the Planning and Community Development Department:**

- A. Dimensioned Site Plan.** A site plan that includes the location and layout of garden plots and the location of any proposed structures or fences.
- B. Garden Coordinator.** The name, telephone number and email address of the garden coordinator responsible for coordinating and managing the community garden.
- C. Operating standards.** Operating rules addressing, at a minimum, the tax and governance structure of the community garden, hours of operation, maintenance responsibilities and security measures.
- D. User Agreement.** A user agreement signed by the garden coordinator and the property owner.

**The Planning and Community Development Department may require additional conditions be met for the protection of the community. The aforementioned information shall be kept on file in the Department. The group shall be responsible for providing the Department revised documents reflecting any significant or pertinent changes to operation or management of the garden. The Department shall investigate any citizen complaints and enforce established standards if necessary.**

Exhibit B

Title 17, Chapter 20

	R-1	R-2	R-3	R-5	R-6	R-9	R-10	C-1	C-2	C-3	C-4	C-5	M-1	M-2	PLI	POS	AI	I-1	I-2	Special Standards
<b>Community Services / Uses</b>																				
Administrative governmental center	-	-	-	-	-	-	-	P	P	P	P	P	P	P	P	C	P	-	-	
Animal shelter	-	-	-	-	-	-	-	-	C	C	-	-	C	C	C	-	P	P	-	17.20.6.160
Cemetery	C	C	C	C	C	C	C	-	-	-	-	-	-	-	P	P	P	-	-	17.20.6.170
Civic use facility	C	C	C	C	C	C	C	-	P	-	P	P	P	P	P	C	-	-	-	
Community center	C	C	C	C	C	C	C	C	P	-	P	P	P	P	P	C	-	-	-	
Community cultural facility	C	C	C	C	C	C	C	P	P	-	P	P	P	P	P	C	-	-	-	
Community garden	P	CP	CP	CP	CP	CP	CP	-C	-C	-C	-C	-C	P	P	P	P	P	C	C	17.20.6.175
Public safety facility	C	C	C	C	C	C	C	C	P	C	P	P	P	P	P	-	P	P	-	
Worship facility	C	C	C	C	C	C	C	P	-	-	C	P	P	P	-	-	P	-	-	17.20.6.180

- The use is not permitted in the district

C The use is allowed through the conditional use process

P The use is permitted in the district by right, consistent with the development standards contained in Article 6 of this chapter, as appropriate



**Item:** Public Hearing – Ordinance 3066 Amending Title 17 to Permit “Urban Chickens” as an Accessory Use in Certain Residential Zoning Districts, Ordinance 3067 to define Urban Chickens, and Ordinance 3069 Amending Title 6 to establish regulations for keeping Chickens, all pertaining to the Official Code of the City of Great Falls

**From:** Mike Haynes, AICP, Planning and Community Development Director

**Initiated By:** Planning and Community Development Department

**Presented By:** Mike Haynes, AICP, Planning and Community Development Director

**Action Requested:** City Commission adopt/deny Ordinance 3066, Ordinance 3067 and Ordinance 3069

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**Public Hearing:**

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

**Suggested Motions:** (Each motion to be separately considered)

1. Commissioner moves:

“I move that the City Commission (adopt/deny) Ordinance 3066.”

and;

“I move that the City Commission (adopt/deny) Ordinance 3067.”

and;

“I move that the City Commission (adopt/deny) Ordinance 3069.”

2. Mayor calls for a second, discussion and calls the vote on each motion separately.
-

**Recommendation:** At the conclusion of a public hearing held February 22, 2011, the Planning Advisory Board, acting as the Zoning Commission, passed a motion by a vote of 4 to 3 recommending the City Commission **deny** Ordinance 3066 - Amendment to Title 17, Chapter 20, Exhibit 20-2 Accessory Uses by District and Title 17, Chapter 20, Article 7, Special Standards for Accessory Uses. These amendments, if adopted, would allow Urban Chickens as a permitted accessory use in the R-2, R-3, R-5, R-6 and R-9 residential zoning districts subject to meeting special standards in Sec.17.20.7.110 Urban Chickens, City Code. Sec. 17.20.7.110 in turn refers to specific regulations in Title 6, Chapter 12 Urban Chickens (in companion Ordinance 3069). Ordinance 3067 clearly defines Urban Chickens in order to provide clarity to the amendments contained in Ordinances 3066 and 3069.

Staff made no recommendation to the Planning Advisory Board, instead asking the Board to recommend approval of Ordinance 3066 if they determined Urban Chickens should be allowed in residential zoning districts outside the R-1 (Single-family suburban) zoning district or recommend denial of Ordinance 3066 if they determined Urban Chickens should not be allowed.

Twenty-five citizens spoke as proponents of Urban Chickens, five spoke in opposition and two provided general comment.

Ordinances 3066, 3067 and 3069 to amend the Official Code of the City of Great Falls were accepted by the City Commission on first reading on March 15, 2011. Notice of Public Hearing for April 5<sup>th</sup>, 2011 to be held before the City Commission for the code amendments was published in the Great Falls Tribune on March 20, 2011.

**Background:** Cities throughout the U.S. now allow Urban Chickens to be kept in residential neighborhoods. Most of these communities have adopted strict regulations in an effort to allow residents to keep a limited number of chickens while seeking to ensure minimal impact on the neighbors. This trend follows a growing interest in production of green, sustainable, organic and locally-grown foods. There are now hundreds of cities in the U.S. that permit Urban Chickens including Missoula and Bozeman.

The primary benefit of keeping chickens is for a supply of fresh, chemical-free, home-grown eggs. Adult hens (18-20 weeks) generally lay one egg per day. According to Urban Chicken proponents there are added benefits from the generation of nitrogen-rich chicken waste for compost and chemical-free pest-control due to a chicken's appetite for insects.

Opponents claim chickens smell, are noisy, and attract pests and predators. They also point to the issue of enforcement. Of course, the regulations that cities apply to Urban Chickens are intended to avoid the conditions that draw such complaints, but some violations and complaints are inevitable.

**Existing Code:** Title 6, Chapter 8 Animals was amended by Ordinance 2933 on January 16, 2007, based upon recommendations of the Blue Ribbon Committee for Animal Control Issues. Those amendments focused primarily on domestic pets, pet registration, leash laws, exposure to rabies, impoundment procedures and duties of Animal Control. No amendments were made at that time relative to chickens.

The definition of “livestock” in Section 6.08.005 is:

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

Poultry is not currently specifically defined in the City Code. Poultry is defined by Random House Dictionary as domesticated fowl raised chiefly for meat, eggs or feathers. Fowl may include ducks, geese, turkeys and chickens. Based on these definitions chickens are considered a livestock animal, therefore they may only be kept in the R-1 Residential Suburban Zoning District per City Code Subsection 6.8.1140B that states (underline added for emphasis):

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.

Per City Code chickens may now only be kept subject to the provisions of City Code Subsection 6.8.1140B in the R-1 Suburban Residential zoning district which comprises large lot homes generally located along the Sun River and some recently-annexed properties on Lower River Road.

**Proposed Draft Ordinances:** In the spring/summer of 2010 the City Manager, at the request of the City Commission, directed the Planning and Community Development Department to draft an Urban Chicken Ordinance for consideration. In late 2010, the City Commission directed Staff to present the Ordinance to the Planning Advisory Board for their recommendation to the City Commission. In preparation for the drafting of the Ordinance, the Planning and Community Development Department coordinated with Animal Control, researched the pros and cons of Urban Chickens and reviewed ordinances adopted by other communities. Should the City Commission determine that keeping Urban Chickens be allowed in residential zoning districts other than R-1 within the City of Great Falls, the Planning and Community Development Department recommends the attached draft Ordinances be adopted.

The proposed amendments would not affect the right of large-lot property owners in the R-1 zoning district to conduct agriculture, horticulture and nursery operations on their property as well as keep chickens and other livestock subject to the requirements of City Code Subsection 6.8.1140B.

In addition, it would allow property owners in other residential zoning districts the right to keep a limited number of female chickens, subject to strict regulation, if the properties upon which the chickens shall be kept are of sufficient size and adequate configuration to accommodate a chicken coop (consisting of a chicken house and a secure outdoor enclosure) and meet the minimum setback requirements of a coop from property lines and neighboring homes.



Specifically, the draft Ordinances comprise:

Amendment to Title 17 Land Development Code, to add “Urban Chickens” to the list of Accessory Uses in Exhibit 20-2 Accessory Uses By District. Urban Chickens will be a permitted accessory use in the R-2, R-3, R-5, R-6, and R-9 residential zoning districts subject to meeting the special standards in 17.20.7.110. The special standards in 17.20.7.110 refer to the proposed regulations in Title 6, Chapter 12 Urban Chickens. Finally, there is an amendment to the definition of “livestock” and the addition of a definition of “urban chickens” to create consistency throughout the various titles within the City Code. A quick summary of the regulations in Title 6 Chapter 12 is provided below:

1. No more than 6 female chickens may be kept, and no roosters over the age of 3 months may be kept.
2. A covered, predator proof chicken coop (consisting of a chicken house and secure outdoor enclosure) must be provided and kept in sanitary condition.
3. Chickens must be kept in their coop from sunset to sunrise and must be confined to the owner’s yard during daylight hours.
4. Coops must be set back at least 15 feet from any property line and 30 feet from any neighboring house.
5. Chicken keepers must be licensed and inspected by Animal Control, and the license must be renewed annually.
6. Violations may result in impoundment of the chickens, revocation of licenses, or in the case of animal abuse or neglect, court action.

The City Commission, with ample input from the community, will have an opportunity to weigh input from proponents and opponents of Urban Chickens and determine if an amendment to City Code to allow chickens in residential zoning districts outside the R-1 residential suburban district will, on balance, be beneficial or detrimental to the community.

Throughout this process City staff has received numerous emails, letters and calls in support of, and in opposition to, Urban Chickens. City staff has also received packets of information in support of, and in opposition to, Urban Chickens including various reports, articles and editorials on the benefits of Urban Chickens, the experiences of other communities that allow Urban Chickens, health risks associated with raising chickens, avian diseases, etc. All those documents are on file and available for review in Room 112, Civic Center.

**Concurrences:** Representatives from the City’s Police Department and Animal Control have been involved throughout the review process for this project. The Police Department has concerns regarding the regulation of Urban Chickens and has noted that there are no current facilities at the Animal Shelter to keep chickens should they get loose and be impounded. Also, the cost of inspections, licensing and enforcement is a concern for Animal Control.

**Fiscal Impact:** Allowing Urban Chickens will place an additional burden on Animal Control, who will be responsible for regulating Urban Chickens.

Based on initial input, to accommodate chickens within the shelter three coops will need to be constructed or purchased in addition to feed, straw, grit and other material/supplies needed to house and feed the chickens that may be taken in to the shelter in a safe and humane

environment. The cost for basic housing of the chickens will be approximately \$1300, monthly maintenance for 6 chickens would be \$60, plus the cost of personnel time needed to tend the chickens.

If the City Commission ultimately adopts the Ordinances to allow Urban Chickens, prior to the effective date of the Ordinances the Police Department will bring forward a Resolution to propose fees for inspection, licensing and enforcement.

**Alternatives:** The City Commission could deny Ordinance 3066, Ordinance 3067 and Ordinance 3069.

**Exhibits:**

Ordinance 3066 with attachment

Ordinance 3067 with attachment

Ordinance 3069 with attachment

Cc: Corky Grove, Police Chief  
Patty Cadwell, Neighborhood and Youth Council Coordinator

ORDINANCE 3066

AN ORDINANCE AMENDING  
TITLE 17 CHAPTER 20  
OF THE OFFICIAL CODE OF THE CITY OF GREAT FALLS,  
REGULATING THE KEEPING OF CHICKENS  
WITHIN THE CORPORATE LIMITS  
OF THE CITY OF GREAT FALLS, MONTANA

\* \* \* \* \*

WHEREAS, it is the intent of the City Commission of the City of Great Falls to provide for and protect the health, safety and welfare of the citizens of Great Falls, promote residential harmony and ensure the well-being of properly maintained domestic chickens through effective regulation; and,

WHEREAS, the City Commission of the City of Great Falls acknowledges that having chickens within an urban environment has the potential to affect the interests of others; and,

WHEREAS, certain minimum standards for keeping chickens is necessary to protect the health, welfare and quality of life of both the animals and citizens of Great Falls; and,

WHEREAS, it is the intent of the City Commission of the City of Great Falls to provide and maintain, for the citizens of Great Falls, opportunities for the healthy consumption of locally produced foods and products; and,

WHEREAS, the City Commission of the City of Great Falls, acknowledges that the act of food production on one's own property may improve the quality of life of its residents; and,

WHEREAS, the City Commission of the City of Great Falls acknowledges that the husbandry of an appropriate number of domestic female chickens may provide a sustainable and cost-effective food source.

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

Section 1. That Exhibit 20-2 of the Official Code of the City of Great Falls (OCCGF) Title 17, Chapter 20 Land Development Code be amended as depicted in Exhibit A which adds the Keeping of Chickens as an accessory land use in the City of Great Falls.

APPROVED by the City Commission on first reading \_\_\_\_\_, 2011.

PASSED, APPROVED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on second reading \_\_\_\_\_, 2011.

\_\_\_\_\_  
Michael J. Winters, Mayor

ATTEST:

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

(CITY SEAL)

APPROVED FOR LEGAL CONTENT:

\_\_\_\_\_  
James W. Santoro, City Attorney

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

I, Lisa Kunz, City Clerk of the City of Great Falls, Montana, do certify that I did post as required by law and as prescribed and directed by the Commission, Ordinance 30\_\_ 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

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

(CITY SEAL)

Exhibit A:

**Exhibit 20-2. Accessory uses by district**

Use	R-1	R-2	R-3	R-5	R-6	R-9	R-10	C-1	C-2	C-3	C-4	C-5	M-1	M-2	PLI	POS	AI	I-1	I-2	Specific Standards
Agriculture, livestock	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	-	-	17.20.7.010
ATM, exterior	-	-	-	-	-	-	-	P	P	P	P	P	P	P	P	P	-	P	P	17.20.7.020
Bed and breakfast	C	C	C	C	C	C	-	C	-	-	-	P	P	P	P	-	-	-	-	17.20.7.030
Fences	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	17.20.7.040
Gaming, accessory	-	-	-	-	-	-	-	-	P	P	P	-	-	P	-	-	P	P	P	17.20.7.050
Garage, private	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	-	P	P	17.20.7.060
Home occupation	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	-	-	P	17.20.7.070
Private stable/barn	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	17.20.7.080
Residence, accessory	-	-	-	-	-	-	-	P	P	P	P	P	P	P	P	-	-	P	P	17.20.7.085
Roadside farmer's market	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	17.20.7.090
Storage containers	-	-	-	-	-	-	-	-	P	P	-	-	-	-	-	-	P	P	P	17.20.7.100
<b>Urban Chickens</b>	<b>P</b>	<b>P</b>	<b>P</b>	<b>P</b>	<b>P</b>	<b>P</b>	<b>P</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>17.20.7.110*</b>

- The use is not permitted in the district

C The use is allowed in the district through the conditional use process

P The use is permitted in the district by right, consistent with the development standards contained in Article 7 of this chapter, as appropriate

\* **Specific Standards do not apply to the R-1 zoning district as Agriculture, livestock is a permitted land use**

Article 7

SPECIAL STANDARDS FOR ACCESSORY USES

**Sections:**

17.20.7.010	Agriculture, livestock	17.20.7.070	Home occupation
17.20.7.020	Automated teller machine, exterior	17.20.7.080	Private stable
17.20.7.030	Bed and breakfast	17.20.7.085	Residence, accessory
17.20.7.040	Fences	17.20.7.090	Roadside farmer's market
17.20.7.050	Gaming, accessory	17.20.7.100	Storage container
17.20.7.060	Garage, private	<b>17.20.7.110</b>	<b>Urban Chickens</b>

**17.20.7.110 Urban Chickens**

- A. **The keeping of chickens shall be permitted only as an accessory land use to a single family detached residence, within a fenced yard which prohibits said chickens from leaving the yard.**
- B. **Any party(s) keeping chickens as an accessory land use in the R-2, R-3, R-5, R-6, and R-9 zoning districts must meet all of the provisions of Title 6 Chapter 12 OCCGF.**
- C. **The provisions of Title 6 Chapter 12 OCCGF shall not apply to the R-1 zoning district, as Agriculture, livestock uses are permitted in this district.**

**ORDINANCE 3067**

**AN ORDINANCE OF THE CITY OF GREAT FALLS AMENDING TITLE 6,  
CHAPTER 8, SECTION 005 OF THE OFFICIAL CODE OF  
THE CITY OF GREAT FALLS**

**WHEREAS**, Title 6, Chapter 8, Section 005 sets forth definitions pertaining to animals; and

**WHEREAS**, the word “livestock” is defined therein and includes the word “poultry;” and

**WHEREAS**, for consistency and clarity within the City Code the definition of “livestock” should be amended; and

**WHEREAS**, the Title 17, Chapter 20, Article 7, Land Development Code, references the definition of “livestock” and “urban chicken;” and

**WHEREAS**, for the purpose of curing any ambiguity, it is appropriate to amend the definition of “livestock” and also define the word “urban chicken” therein.

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

Section 1. That Title 6, Chapter 8, Section 005, of the Official Code of the City of Great Falls (OCCGF) be amended as set forth in Exhibit “A,” which removes any language indicated by a strike-out and adds any language which is bolded, and that is attached hereto and, by this reference, made a part hereof.

Section 2. EFFECTIVE DATE. This ordinance shall be effective 30 days after second reading and final adoption.

APPROVED by the City Commission of the City of Great Falls, Montana, on first reading March 15, 2011.

PASSED, APPROVED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on second reading April 5, 2011.

---

Michael J. Winters, Mayor

ATTEST:

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

(Seal of the City)

APPROVED FOR LEGAL CONTENT:

\_\_\_\_\_  
James W. Santoro, City Attorney

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

I, Lisa Kunz, City Clerk of the City of Great Falls, Montana, do hereby certify that I did post, as required by law and as prescribed and directed by the City Commission, Ordinance 3067 in three 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

(Seal of the City)

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

**Chapter 8  
ANIMALS**

**Sections:**

- 6.8.005 Definitions
- 6.8.010 Conflict of laws
- 6.8.020 Canine unit exception
- 6.8.030 Vaccination required
- 6.8.040 Dog and cat registration
- 6.8.050 Pet registration, agents, reimbursement
- 6.8.060 Tag-collar
- 6.8.070 Number of dogs/cats
- 6.8.080 Multiple animal permit/multiple animal hobby breeder permit
- 6.8.090 Commercial kennel
- 6.8.100 Removal of excrement
- 6.8.100 Rabies—exposure
- 6.8.120 Rabies—emergency control
- 6.8.130 Contagious disease
- 6.8.140 Animals running at-large
- 6.8.150 Nuisance animal
- 6.8.160 Dangerous animal
- 6.8.170 Impounded animals—redemption—disposition
- 6.8.180 Adoption of animals
- 6.8.190 Surrender/crematory fee – dogs and cats
- 6.8.200 Cruelty to animals
- 6.8.210 Provoking animals
- 6.8.220 Abandonment
- 6.8.230 Duty of driver upon striking a pet animal
- 6.8.240 Wild animals
- 6.8.250 Wild animals—license certificate
- 6.8.260 Steel jaw traps or snares
- 6.8.270 Animal control officer—duties
- 6.8.280 Animal control officer—investigative authority
- 6.8.290 Animal control officer—interference prohibited
- 6.8.300 Copies of regulations
- 6.8.310 Violation—order 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 (**except urban chickens**), 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.

**"Urban Chickens" means the keeping of six or fewer female chickens or male chickens under the age of three months.**

"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

ORDINANCE 3069

AN ORDINANCE AMENDING  
TITLE 6, ANIMALS  
OF THE OFFICIAL CODE OF THE CITY OF GREAT FALLS,  
REGULATING URBAN CHICKENS  
WITHIN THE CORPORATE LIMITS  
OF THE CITY OF GREAT FALLS, MONTANA

\* \* \* \* \*

WHEREAS, it is the intent of the City Commission of the City of Great Falls to provide for and protect the health, safety and welfare of the citizens of Great Falls, promote residential harmony and ensure the well-being of properly maintained domestic chickens through effective regulation; and,

WHEREAS, the City Commission of the City of Great Falls acknowledges that having chickens within an urban environment has the potential to affect the interests of others; and,

WHEREAS, certain minimum standards for keeping urban chickens is necessary to protect the health, welfare and quality of life of both the animals and citizens of Great Falls; and,

WHEREAS, it is the intent of the City Commission of the City of Great Falls to provide and maintain, for the citizens of Great Falls, opportunities for the healthy consumption of locally produced foods and products; and,

WHEREAS, the City Commission of the City of Great Falls, acknowledges that the act of food production on one’s own property may improve the quality of life of its residents; and,

WHEREAS, the City Commission of the City of Great Falls acknowledges that the husbandry of an appropriate number of domestic female chickens may provide a sustainable and cost-effective food source.

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

Section 1. That the table of contents of Title 6 of the Official Code of the City of Great Falls (OCCGF) be amended to add the titled chapter reading as depicted in Attachment “A” and that Title 6 Chapter 12 OCCGF shall read as depicted in Attachment “A.”

APPROVED by the City Commission on first reading March 15, 2011.

PASSED, APPROVED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on second reading \_\_\_\_\_, 2011.

\_\_\_\_\_  
Michael J. Winters, Mayor

ATTEST:

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

(CITY SEAL)

APPROVED FOR LEGAL CONTENT:

\_\_\_\_\_  
James W. Santoro, City Attorney

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

I, Lisa Kunz, City Clerk of the City of Great Falls, Montana, do certify that I did post as required by law and as prescribed and directed by the Commission, Ordinance 30\_\_ 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

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

(CITY SEAL)

Attachment A:

**6.12. Urban chickens (Gallus Gallus Domesticus)**

**Chapter 12  
CHICKENS**

**Sections:**

- 6.12.010**      **Applicability**
- 6.12.020**      **Maintaining unlawful**
- 6.12.030**      **License required**
- 6.12.040**      **Number of Chickens**
- 6.12.050**      **Identification required**
- 6.12.060**      **Shelter requirement**
- 6.12.070**      **Distance requirement**
- 6.12.080**      **Chickens at large**
- 6.12.090**      **Supply of feed and water**
- 6.12.100**      **Sanitation**
- 6.12.110**      **Penalties and violations**

**6.12.010      Applicability**

The provisions of this chapter shall not apply to the R-1 residential zoning district where Agriculture, livestock is a permitted accessory use that allows for the raising of chickens with limited provisions and regulations.

**6.12.020      Maintaining unlawful**

It is unlawful for any party to keep chickens (Gallus Gallus Domesticus) without first obtaining an Urban Chickens license from the City of Great Falls. An annual fee shall be assessed on licensing as established by City Commission resolution. (Ord. 2705, 1997; Ord. 2394 (part), 1985).

**6.12.030      License required**

- A.** Prior to the keeping of any chickens, a party seeking to keep chickens shall obtain an Urban Chicken license from the City of Great Falls. Only one license shall be issued per household. An Urban Chicken license is specific to the license holder and the location of the license. Each licensed party shall be provided with a specific license number.
- B.** An Urban Chicken license shall not be issued to any party not meeting all of the requirements of this chapter. The following provisions shall apply to Urban Chickens licenses:
  - 1.** **Inspection.** The property shall be inspected by an Animal Control Officer; such inspection shall include the chicken house and secure enclosure, and setback of said structure from property lines and adjacent dwelling units.
  - 2.** **Recommendation.** Following the inspection, the Animal Control Officer will recommend to the licensing authority either approval or disapproval of the application.
  - 3.** **Fee.** An annual Urban Chicken license fee shall be established by resolution of the City Commission.
  - 4.** **Renewals.** All Urban Chicken licenses shall expire one year from the date of issuance unless

revoked prior to that date. An Urban Chicken license must be renewed within sixty days of the expiration date of the license, or the license will be treated as a new application. An Urban Chicken license renewal fee shall be established by resolution of the City Commission.

5. **License Revocation.** An Animal Control Officer will investigate all complaints concerning licensing or improperly operated chicken keeping and may recommend revocation of the license if it is deemed necessary. The license holder will be given at least five days written notice of such recommendation during which time the license holder 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).

**6.12.040**            **Number of chickens**

- A. No more than six (6) female domestic chickens (hens) shall be kept on any property.
- B. No male domestic chicken (rooster) over the age of three (3) months shall be kept on any property.

**6.12.050**            **Identification required**

- A. Licensees shall be required to place and keep leg or wing bands on all chickens, clearly displaying the licensee's license number, as a means of identification and proof of licensing.

**6.12.060**            **Shelter requirement**

Chickens shall be provided with a chicken coop consisting of two adjacent and connected parts:

- A. A covered, secure, predator proof outdoor chicken enclosure, that is of sufficient size to admit free movement of the chickens; and
- B. A covered, predator-proof chicken house that is thoroughly ventilated, of sufficient size to admit free movement of the chickens, and designed and built to be easily accessed, cleaned and maintained by the licensed chicken keeper. The chicken house must be adjacent to and provide unrestricted access to the outdoor secure enclosure.

**6.12.070**            **Distance requirement**

A chicken coop, including the chicken house and secure enclosure, shall be located no less than 30 feet from any dwelling occupied by a person or persons other than the party licensed to keep the chickens, as measured from the exterior wall of the chicken coop to the closest exterior wall of the adjacent dwelling. In no case shall the chicken coop be located closer than 15 feet to any property line as measured from the nearest exterior wall of the chicken coop to such property line.

**6.12.080**            **Chickens at large**

- A. Chickens shall be kept within the chicken coop on the property of the licensed chicken keeper from sunset to sunrise.
- B. Chickens shall be contained within the boundaries of the licensee's property at all times.

**6.12.090**            **Supply of feed and water**

- A. Chickens shall have continuous access to adequate feed and water.
- B. Stored feed must be kept in a rodent and predator-proof container.

**6.12.100 Sanitation**

Chicken coops must be kept in a neat and sanitary condition at all times, and must be cleaned on a regular basis so as to prevent offensive odors and/or the spread of disease.

**6.12.110 Penalties and Violations**

- A. Any violation of this chapter shall be punishable pursuant to Section 1.4.070 of this Code. No jail sentence shall be imposed.
- B. In addition to any penalties specified in this Chapter, the Court in its discretion may Order any of the following conditions;
  - 1. The Court may order relinquishment of a chicken(s) deemed to be a public safety risk and/or a repetitive nuisance that has not been abated or a chicken(s) that is a victim of cruelty, neglect or abandonment to the Animal Shelter for disposition.
  - 2. Upon finding of chicken cruelty or neglect (including provoking, poisoning, abandonment of a chicken), the court may order no chicken ownership for a determinate period.
  - 3. Violations of this Chapter may result in immediate impoundment of the chicken(s).
  - 4. Violation of any provision of this chapter may result in revocation of any license(s).
  - 5. A person found guilty of a violation of this section is guilty of a misdemeanor punishable by a maximum fine of \$500

ATTEST:

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

(CITY SEAL)

APPROVED FOR LEGAL CONTENT:

\_\_\_\_\_  
James W. Santoro, City Attorney

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

I, Lisa Kunz, City Clerk of the City of Great Falls, Montana, do certify that I did post as required by law and as prescribed and directed by the Commission, Ordinance 30\_\_ 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

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

(CITY SEAL)





**Item:** Great Falls Animal Shelter – Provide Staff Direction on the Request for Proposals

**From:** Greg Doyon – City Manager

**Initiated By:** City Commission

**Presented By:** Greg Doyon – City Manager

**Action Requested:** City Commission to consider action on proposals to operate the Great Falls Animal Shelter.

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**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (authorize/not authorize) the City Manager to begin negotiations for the operation and management of the Great Falls Animal Shelter with the (Animal Welfare Cooperative) or the (Animal Pet Association).”

2. Mayor calls for a second, discussion, inquiries from the public, and calls the vote

---

**Background:** At its October 5, 2010, meeting, the City Commission directed staff to issue a request for proposals (RFP) to operate the animal shelter and animal control operations. The purpose of the RFP was to consider proposals for shelter management and animal control operations through the use of a third party provider.

The Commission expressed concerns about the City’s handling of shelter operations. Specifically, the Commission was concerned about operating costs, building maintenance (physical plant), fees, community relations, staff turnover and the amount of euthanasia occurring at the facility. There was a hope that retaining an outside group to operate the shelter would be more efficient, cost effective and better for certain types of programming.

The City issued its first RFP on October 18, 2010, and no responses were received. Feedback from both the Commission and the public was that the RFP was too onerous. A second, scaled-back RFP was issued on January 17, 2011. The City received responses from the Animal Welfare Reform Cooperative (ARC) and the American pet Association (APA).

The RFP asked for information relating to their organization’s management and operational plan, experience, use of volunteers, euthanasia philosophy, goals and long range objectives, financial needs, process improvements, references, and humane guidelines. Both proposers were asked to

make a presentation to the Commission and answer questions at a Work Session March 15, 2011, and respond in writing to questions prepared by staff based on their proposals.

The second RFP did not include the option of providing Animal Control Services. The City, under the direction of the Police Department, will continue to perform those functions.

If the Commission directs staff to begin negotiations, the process may take a month to six weeks and may involve additional Commission direction/intervention. It is important to note that sub-contracting does not take the City out of the animal shelter business entirely. While it does shift the responsibility to a third-party provider, the public will still expect the City to address any concerns arising from shelter operations.

As staff begins the negotiation process, there are important things to include and take into account. The City will be required to negotiate a conflict resolution process into the agreement regarding policy and funding. By having an outside provider, the City will lose a certain amount of control over certain aspects of the shelter. These policy differences could equate to cost increases for the City. The City should also cap any contracted amount by the rate of inflation used by the City calculating its own property tax cap. Finally, the subcontractor must perform to the satisfaction of the community as stated in the agreement.

**Fiscal Impact:** Both providers have asked to enter into a contract with the City and are asking for funding from the City which will impact the City's General Fund. The APA has asked the City for \$321,516 a year in funding, and has stated as a long-range goal that they hope to reduce that amount each year through fundraising efforts.

ARC is requesting an annual contract amount of \$333,200 from the City of Great Falls. In addition, they are requesting that the City pay for their monthly utilities; which would include gas, electricity, water, sewer, and garbage which is an estimated additional \$24,000 a year.

**Alternatives:** This evening the Commission is being asked to provide staff with direction on the two proposals. Options include:

1. Direct staff to begin negotiations with either the ARC or APA.
2. Direct the City to continue operating the animal shelter.

**Attachments/Exhibits:**

1. Request for Proposal
2. Proposal from the Animal Pet Association
3. Response to Questions from the Animal Pet Association
4. Proposal from the Animal Welfare Cooperative (ARC)
5. Presentation handout from ARC
6. Response to Questions from ARC
7. Staff Comparison of the two proposals
8. Budget analysis Animal Shelter operations

# Request for Proposals Operation of the Great Falls Animal Shelter

*Proposals should be postmarked or hand delivered in a sealed envelope  
by 5 p.m. on Friday, February 11<sup>th</sup>, 2011*

Mailing Address:  
City of Great Falls  
Lisa Kunz, City Clerk  
PO Box 5021  
Great Falls, MT 59403-5021

Physical Address:  
City of Great Falls  
#2 Park Drive South, Room 204  
City Clerk's Office  
Great Falls, MT 59403

*Questions regarding this RFP should be submitted no later than  
Friday, January 28<sup>th</sup>, 2010 and should be addressed to:*

Jennifer Reichelt, Deputy City Manager at [jreichelt@greatfallsmt.net](mailto:jreichelt@greatfallsmt.net)  
Phone – 406-455-8417 (office) or 406-788-9172 (cell) or Fax – 406-727-0005

## RFP TIMELINE

Legal Advertising	January 16 <sup>th</sup> & February 6 <sup>th</sup>
RFP Available to the Public	January 17 <sup>th</sup>
<b>Proposals are due by 5 p.m.</b>	<b>Friday, February 11<sup>th</sup></b>
Evaluation of Responses	February 14 <sup>th</sup> – 18 <sup>th</sup>
Contract developed/negotiated	During the month of March
City Commission Action	During the month of April
Official Change of Management	Summer 2011

## INITIAL EVALUATION & SELECTION PROCESS

Proposals received will undergo an initial review to determine:

- Compliance with instructions stated in the RFP
- Compliance with proposal submittal date

Evaluation of the proposals may include, but is not limited to, the following criteria:

- Experience level
- References
- Capacity to assume animal shelter operations
- Ability to meet requirements
- Total cost competitiveness
- Availability (timetable) for providing goods and/or services
- Breadth of services available
- Organization's financial stability
- Ongoing support
- Process improvements
- Training
- Price
- Compliance with appropriate City of Great Falls policies, procedures and city codes as well as applicable state and county regulations and codes (i.e. MCA)

## **INSURANCE REQUIREMENTS**

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

- ***Workers’ Compensation Insurance*** – The Proposer shall comply with all requirements and conditions of the State of Montana Workers’ Compensation Laws; also with all rules, regulations and decisions made during duration of this Agreement.
  - The Proposer shall carry Workers’ Compensation Insurance for all of his employees employed at the site of the project; the Proposer shall require his subcontractors similarly to provide Workers’ Compensation Insurance unless such employees are covered by the protection afforded by the Proposer. When appropriate, an Exempt Form should be provided. Employer’s Liability shall carry the statutory limit of Workers’ Compensation Insurance.
- ***Comprehensive General Liability*** – Said coverage shall have limits of not less than \$750,000 per claim, \$1,500,000 per occurrence, combined single limit for bodily injury and property damage.
  - The Contractor shall name, as an additional insured, the City of Great Falls. The contractor shall furnish to the City of Great Falls, **prior to beginning work under the agreement**, a certificate of insurance including a copy of the Additional Insured Endorsement as evidence that the required coverage is in effect.
  - Should contractor fail to provide such certificate(s) or make other arrangements as required by this Agreement, the City of Great Falls may cancel the Agreement.
- ***Property Coverage*** – The proposer certifies that it/they can comply with providing all risk property insurance, including contents coverage covering the buildings for their full replacement value.

## **INDEMNIFICATION**

Proposer agrees to indemnify, hold harmless and defend the City of Great Falls, its officers, directors, agents, servants and employees (“indemnities”) from and against any and all liabilities, damages, actions, costs, losses, claims and expenses (including attorney’s fees), on account of personal injury, death or damage to or loss of property or profits arising out of or resulting, in whole or in part, from any act, omission, negligence, fault or violation of law or ordinance of permission of contractor.

Such indemnification by Proposer shall apply unless such damage or injury results solely from the negligence, gross negligence or willful misconduct of the City of Great Falls.

## **PROPOSAL MODIFICATIONS**

Proposals shall be made on the forms provided herein; they shall not contain any recapitulation of the work to be done. Modifications, additions or changes to the terms and conditions of this request for

proposals may be cause for rejection of the proposal. Proposals submitted on other forms may be rejected. No oral, telephone, or telegraphic proposals or modifications will be considered.

### **PREVAILING WAGES**

The proposer and any of their subcontractors doing work on this project will be required to obtain registration with the Montana Department of Labor and Industry (DLI). Forms for registration are available from the Department of Labor and Industry, P.O. Box 8011, 1805 Prospect, Helena, Montana 59604-8011. Information on registration can be obtained by calling 1-406-444-7734. Proposers are not required to have registered with the DLI prior to bidding on this project, but must have registered prior to execution of the Contract Agreement. State of Montana Prevailing Wage Rates for Non-Construction Services are in effect for this contract (see attachment C). The CONTRACTOR must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin and the CONTRACTOR shall provide that at least 50% of the workers of each contractor working on the project will be bona fide Montana residents in compliance with 18-2-403 (1) and 18-2-409, MCA.

### **SIGNATURE**

All proposals shall be typewritten or prepared in ink and must be signed in longhand by the proposer or proposer's agent or designee, with his/her usual signature. A proposal submitted by a partnership must be signed with the partnership name to be followed by the signature and designation of the partner signing. Proposals by corporations must be signed with the legal name of the corporation, followed by the name and signature of an authorized agent or officer of the corporation. Proposals submitted by a proprietorship must be signed by the owner-and the name of each person signing shall be typed or printed legibly below the signature.

### **SCOPE OF WORK**

The current Animal Shelter Facility is located at 1010 25<sup>th</sup> Avenue N.E., Great Falls, Montana. The City is seeking an operator who has the capacity to provide for the operations of the facility. The organization operating the Animal Shelter will be responsible for refuge all animals brought to the shelter by any animal control officer or member of the public surrendering his or her own animal. The operator shall also be responsible for locating the owners of stray animals by checking microchips and using animal shelter records and holding animals for a minimum of 72 hours. If the owner has surrendered the animal or cannot be found, the operator will find a suitable home for any animal considered to be adoptable; and to euthanize humanely and lawfully those neither claimed nor adopted. If the successful operator chooses to operate a "no-kill" shelter, they will be responsible for implementing a thorough management, care and adoption plan for all animals that come into the care of the facility.

A copy of the City's file of existing licenses will be given to the successful proposer at the start of the contract; it will be up to the proposer to maintain records in the future. The proposer will also work closely with the entity providing Animal Control Services.

During the term of the contract the operator shall be entitled to use the shelter building located at 1010 25th Avenue N. E., Great Falls. Montana. In addition to the building, the successful proposer(s) will have access to the current shelter inventory, equipment, fixtures and furniture located at the Great Falls Animal Shelter.

The City will be responsible for maintaining and keeping the shelter building and all of its structural elements in good condition and repair. The operator will maintain and make all necessary repairs to furniture, fixtures, equipment, vehicles and signage. If the proposer desires to construct at its own

expense, any additional improvements the operator shall obtain the approval of the City prior to the construction of any improvements. Except for reasonable wear and tear, the operator agrees to return the building to the City at the end of the contract period in its current condition. Any additions or modifications the operator makes that are connected to the building become a part of the building and belong to the City at the end of the contract period.

A portion of the funds collected by the operator for adoption, impounds, licenses, or donations shall be retained by the operator in partial consideration for the services being provided to the City of Great Falls as determined during contract negotiations. All animal-related fines and penalties assessed by Municipal Court and other animal-related funds derived from other court revenue will be retained by the City of Great Falls. The operator will issue receipts and maintain a cash receipt record for all funds received. A mutually agreeable system of accounting will be established to provide the necessary accounting controls for the protection of the parties to this agreement.

## **REQUEST FOR PROPOSAL**

*Please include the following in your response:*

1. **Contact Information** – The name and address of the principal member/officer of the firm/board or organization responsible for the contract/RFP.
2. **Management & Operational Plan** – Include a detailed Management and Operational Plan for how your organization plans to operate and manage the Great Falls Animal Shelter.
3. **Experience** – Indicate your organization’s previous experience with animals, animal volunteer programs, animal rescue programs or animal shelters.
4. **Volunteers** – Include a description of your organization’s plans to operate, develop or coordinate a volunteer program for the Animal Shelter. Why are volunteer programs important to animal shelters?
5. **No-Kill/Low Kill Shelter** – If your organization plans to operate the shelter as a “no-kill” or “low-Kill” shelter include a description of how you will successfully reach this goal (recognizing the ongoing and long-term maintenance, care, financial and resource needs). If this item does not apply to your organization please proceed to the next question.
6. **Goals & Long Range Objectives** – What are your organization’s goals and long range objectives for the Animal Shelter?
7. **Financial Needs** – What does your organization foresee as the financial needs of the Animal Shelter? Submit a proposed business plan, budget and list of fees for your organization if you were to take on the operation and management of the shelter.
8. **Process Improvements** – What type of process improvements would your organization implement in order to improve service, increase adoption rates or change the Shelter’s image?
9. **References** – Include at least 5 references that can verify or speak to your organization’s experience or commitment to animal(s), shelters and your financial capacity.
10. **Humane Guidelines** – Demonstrate your understanding of local, state and federal laws and guidelines relating to animal care. Will your organization follow, or does it already follow guidelines developed by nationally recognized humane organizations when it operates the shelter? Examples of organizations with national standards and guidelines for shelter standards and animal care include – Humane Society of the United States, the American Society for the Prevention of Cruelty to Animals, the American Humane Association and the UC-Davis Koret Shelter Medicine Program, etc.



RECEIVED

FEB 22 2011

CITY CLERK

2/15/11

City of Great Falls  
Lisa Kunz  
PO Box 5021  
Great Falls, MT 59403-5021

Lisa,

I am enclosing the requested documents for the bid to operate the Animal Shelter in the City of Great Falls.

Please find enclosed the Shelter Operations Proposal and Business Plan.

Please feel free to contact me if you have any questions. I look forward to working with the City of Great Falls.

Best Regards,

A handwritten signature in blue ink that reads "Marcie Sapp".

Marcie Sapp  
Humane Services Director  
800-272-7387 x27  
msapp@apapets.org



Humane Services SE  
PO Box 430650  
Big Pine, FL 33043

PHONE (800) 272-7387  
FAX (877) 272-7387  
E-MAIL msapp@apapets.org  
WEB SITE <http://www.apapets.org>



## **Shelter Operations**

*A PROPOSAL TO:  
City of Great Falls*

02/14/11

Prepared by  
Marcie Sapp  
Humane Services Director  
800-272-7387 x27





## **Shelter Operations**

*A PROPOSAL TO:  
City of Great Falls*

02/14/11

**American Pet Association  
Division: APA Society for the  
Protection of Companion Animals  
2801 Wade Hampton Blvd  
Taylors, SC 29687-2781**

**Contact: Marcie Sapp  
800-272-7387 x27**

## APA SPCA

The APA SPCA (Society for the Protection of Companion Animals) was formed in 2011 in order to be able to increase our devotion to helping humane societies and supporting adoptions

Over the past 20 years the APA Staff has been able to learn from hundreds of agencies in all parts of the US and see what works and what does not. We have seen many very kind and loving people with great intentions who were terrible business people, and great business people with no compassion.

APA SPCA is able to blend the traits necessary to not only run a shelter successfully, but to make a big difference in any community.

**Professionalism with Compassion**



Marcie Sapp in 1996 at the Humane Society of Fremont County. This photo was taken to show our staff the "View from their eyes"

## Experience

### Since 1991

The American Pet Association was founded in 1991 for the purpose of bettering the lives of companion animals, and their owners. As the organization grew it became clear that the local Humane Society was the building block for positive pet relations. A majority of the nation's pets are purchased at shelters and many pet owners interact with the Local Humane Society throughout their pet owning lives.

In the past 20 years we have worked with hundreds of humane agencies in every area of operations from daily ongoing relationships to one time assistance. We have designed Databases, Dry Erase Kennel Cards, Employee ID Badges, arranged discounts for pet foods, set up fundraising programs, provided employee hiring and firing policies, volunteer programs, write up procedures for employee reprimands, employee mediation, and much more.

In the past few years we have seen many cases where our second party help is not enough. In many cases it was quite obvious that it would be in the best interest of the humane agency, the pets in its care and the community if the APA would be able to come in and take over shelter operations.

In late 2010 the APA began preparations for staff and resources to be able to take over shelter operations. As of January 2011 we were prepared to begin our first facility.

We have chosen Great Falls, MT as the pilot for this new program. The APA SPCA will receive the full support of the APA while utilizing as much of the local resources and staff as possible.

### APA SPCA

The APA SPCA has been properly structured to go into any community and accept the responsibilities of Shelter Management.

The requirements as of this time are;

- There must be an existing facility.
- The community must be in need of better shelter management.
- The shelter must be able to be staffed locally (at least 75%).
- The relationship with the local government must be able to be a positive one.
- Funding for the basic services must be provided.
- There must be leash laws, or be open to passing leash laws.

**American Pet Association  
Society for the Protection of  
Companion Animals**



## Giving a Second Chance to a Forgotten Friend

### Our most important work

The compassion is the easy part. You can't look into these faces and not feel for them. But it takes special skills beyond compassion to find them a home, and to be sure that is a home in which they will be humanely treated.



## **Management and Operational Plan**

### **Professionalism in the New Economy**

The primary problem we have seen with humane agencies nationwide is the inability to balance compassion with professionalism. Many people with the best intentions are not able to meet the challenges of the many aspects of the business. There is a wide misconception that a nonprofit is not a business, but something easier. The opposite is true.

The APA SPCA separates its Management and Operational plan into 6 divisions.

#### **Hiring and Pay Scale**

A humane agency staff member needs to have equal parts of compassion and professionalism. Too much of either results in an innocently harmful employee. In addition, a competitive pay and regular pay raises are necessary in order to keep the staff motivated and competitive.

#### **Management**

Humane Agencies tend to become close knit families making management difficult. Our managers are trained to maintain their professionalism, limit personal interaction and keep the work environment enjoyable, efficient and productive.

A unique write up system utilizes a point system that is considered during annual reviews which can result in increased, or decreased pay. This system has been used at the APA for 11 years and is extremely effective.

Part of our management system includes maintaining a very positive working environment. This includes proper hiring, to be sure they will fit in with the current staff, and addressing negative influences immediately.

Upper level management support is available for all shelter managers up to personal assistance from our Executive Director.

#### **Cost Effectiveness**

The APA is able to internally handle all computer, network, internet, web presence, phone system, security, accounting and purchasing needs. Our extensive experience with these areas allows APA SPCA Shelters to have operational costs reduced to pennies on the dollar.

#### **Animal Care**

A higher level of animal care results in not only more adoptions but more permanent adoptions. Many animals in a humane society lose their social skills and develop behavioral problems. By scheduling proper care and interactions, these skills can be kept sharp or increased making them a more desirable adoption. In addition, by mandating interaction, the staff has a closer knowledge and bond with the animal and is able to better "sell" the adoption.

#### **Fundraising**

Fundraising can be critical in raising additional funds necessary for successful operation. The APA has extensive fundraising experience and numerous unique and successful fundraising programs, customized for each unique economy and culture. In addition, the APA will donate to any APA SPCA shelter up to \$100,000 in Guardian Membership for fundraising use. (The APA never profits from fundraising assistance or any relationship with a humane agency.)

#### **Education and Public Awareness Programs**

School programs, advertisements, community activities and fundraisers can all be used to bring awareness to the shelters challenges and gain community support.

2801 Wade Hampton Blvd | **ph** 800-APA-PETS | **fx** 877-APA-PETS

[www.apapets.org](http://www.apapets.org) | [msapp@apapets.org](mailto:msapp@apapets.org)

## **Volunteers**

### **Unique to each area**

The primary functions of any humane agency should be able to be carried out by paid staff. This is necessary to ensure proper daily operations. Volunteers will not be relied upon for daily operations.

### **The value of volunteers**

A properly established volunteer program offers two main benefits

- 1) Extra services for the pets in our care. Volunteers can provide comforting services for the pets housed at the shelter. Walking, exercising and "day out" programs are VERY beneficial not only of the happiness and health of the pets but to their social skills and increased adoptability.
- 2) Community involvement. By offering a fun and rewarding volunteer program we help to establish a closer bond with our community and that offers many benefits, including increased adoptions.

## **Low Kill / No Kill Shelter**

### **An obvious goal**

It will be the goal of every APA SPCA to operate a no kill or at least low kill shelter. This is, however, greatly dependant on the community.

Efforts to make Great Falls a No Kill Shelter will include;

- 1) Community education. School programs, advertisements, community activities and fundraisers can all be used to bring awareness to the shelters challenges and gain community support.
- 2) Proper humane care of the pets in the shelter, combined with socialization with staff and volunteers can help make all pets not only adoptable, but desirable.
- 3) Networking. By networking with other shelters and rescue groups we can increase pet placement.
- 4) Senior pet programs. By providing Senior Pet Programs we can increase adoptions of senior pets.

### **Staff Compassion**

It is necessary to manage the hiring and ongoing support in order to maintain staff compassion. The APA is uniquely qualified to provide this management.

## **Goals and Long Range Objectives**

### **Great Falls, MT**

As the APA SPCA is a new division of the APA, it is our goal to make the Great Falls, MT Shelter the model for humane shelters nationally.

#### **Realistic Goals**

The APA is well aware of what works and what does not.

- 1) To use local work force, properly trained and supported by the APA Management team.
- 2) To house the animals, and treat them with humane and compassionate care.
- 3) To reduce euthanasia by 90% the first year.
- 4) To establish a fundraising program to reduce the dependency of funding by local government. Our conservative first year goal is to reduce our City Funding by 10%. Ultimately we would like to see a decrease in City Funding of 40%.
- 5) Community Education & Involvement. By offering a fun and rewarding volunteer program we help to establish a closer bond with our community and that offers many benefits, including increased adoptions.
- 6) Education and Public Awareness Programs. We will offer School programs, advertisements, community activities and fundraisers to bring awareness to the shelters challenges and gain community support.
- 7) To support local leash laws and licensing through education programs.
- 8) Promote Responsible Pet Ownership not only to new adoptees, but the pet owning community as well.

## **Improvements**

### **Able to handle any needs**

It is obvious the adoption rate needs to increase and the euthanasia rate needs to decrease, but we will not know the real needs of the shelter until we have firsthand experience. We are however able to handle any needs due to the broad reaching experiences and capabilities of the APA. This includes but is not limited to;

- 1) Fundraising
- 2) Computer systems
- 3) Networks
- 4) Databases
- 5) Phone Systems
- 6) Fleet Vehicles
- 7) Containment systems
- 8) Building appearance and cleanliness
- 9) Staff training and customer service level
- 10) Animal care and treatment
- 11) Community relations
- 12) Shelter and rescue networking
- 13) Record Keeping

## **References**

### **20 years of a spotless reputation**

We are unable to provide references for the APA SPCA as this is a new division of the APA and Great Falls will be the first shelter that we will be solely responsible for. We have not offered these services before this time and have turned down offers to take over shelters in the past as we did not have the proper division structured or staff allocated.

Marcie Sapp, who has been with the APA since 1993, has been chosen to head up the Great Falls project. She has been authorized to stay at the shelter as long as necessary and to provide ongoing management personally for no less than 5 years.

In addition, our Executive Director, Richard Werner, will be personally involved on a limited basis to insure successful operation.

A letter of reference and support for Marcie Sapp is attached.

## **Humane Guidelines**

### **Extensive Experience**

The APA has had the pleasure of working with hundreds of humane agencies over the past 20 years. We have seen what works and what does not, however it has been clear that each community offers different challenges that need to be addressed uniquely.

For your reference we do agree with the HSUS Guidelines for Shelter Policies as follows.

#### **Purpose**

An animal shelter should be a safe haven for all animals in need, and should function as the nucleus of a community's animal care and control program. It should teach humane principles in the community and protect animals from cruelty and suffering. Its staff should provide quality care for all animals in its charge, making every effort to provide a safe, comfortable, and healthy environment. The shelter should also be accessible to the public and serve as a resource to the community.

#### **General Policies**

If your shelter is a municipal animal care and control facility, the commissioners in charge must fully acquaint themselves with the community's animal problems and should consistently allocate adequate funding and resources for a humane and effective animal care and control program. A comprehensive animal control ordinance should be in place and adequately enforced.

If your shelter is a private facility (or a private facility with a government contract to perform animal care and control functions), all members of the board of directors must have a basic understanding of animal care and control issues. Board members should commit time and effort to help develop policies and plans that will help the animals, support the staff, and serve the community. Board members should remember that they are responsible to the dues-paying membership and should report the shelter's activities to the membership at regular intervals.

The policies below are minimum standards for any animal shelter. While a shelter is limited to its available resources, it should follow these policies closely if it is to be an asset to the animals and the community it serves:

Accept every animal, or partner with another local shelter or facility that does.

Accept surrendered animals without charging a mandatory fee.

Maintain a clean, comfortable, safe, and healthy environment for each animal.

If applicable, hold stray animals for a minimum of five operating days, including Saturdays.

Screen prospective adopters using established adoption standards.

Use sodium pentobarbital administered by well-trained, compassionate individuals when euthanasia is necessary.

Spay or neuter all animals at the time of adoption, or require adopters to get their animals sterilized soon after placement and follow up to ensure compliance.



### Customer Service

Shelter staff should strive to maintain a positive attitude and an inviting atmosphere to encourage the public to bring in stray and unwanted animals. If there are too many obstacles to surrendering animals, people are more likely to abandon them. Signs directing the public to your shelter's location should be clearly posted.

### Daily Operations

Every shelter, no matter how small, should have written operational policies and standards. Written standard operating procedures (SOPs) will protect your organization from liability, and will provide stability and consistency to ensure that daily operations run smoothly. It is a binding obligation of shelter administrators to evaluate current procedures frequently.

### Hours of Operation

Your shelter should be open to the public a minimum of five days per week for claiming or adopting animals, including at least one weekend day. It should be open until at least 7 p.m. at least one evening a week. It is also important to have at least one day a week when the shelter is closed to the public. The hours of operation should be clearly posted outside the shelter and made known throughout the community.

Shelters that offer emergency services in their community should be able to receive and assist sick or injured animals twenty-four hours a day.

### Animal Care and Housing

Your shelter should provide the most comfortable, stress-free environment possible for the animals in your care. Animals should have access to clean, fresh water at all times (unless fasting for anesthesia) and be fed according to HSUS recommendations or those of a consulting veterinarian. Food and water bowls should be properly disinfected every day.

Cages and kennels should be commercially manufactured, in good condition, cleaned and disinfected daily, and free of sharp or broken edges. Dogs and cats must be housed separately, and the housing should reflect their different needs.

For more information on shelter operations, please see HSUS Guidelines for the Operation of an Animal Shelter.

### Adoptions

Your shelter should strive to place animals in loving, responsible, and permanent homes. Animals should be sterilized prior to adoption in order to prevent more unwanted litters and to reduce the hormonally-based instinct to roam. You should have a comprehensive and firm set of adoption selection criteria to assist your staff in making decisions about individual animals' adoptability and screening adopters. Adoption programs should contain some follow-up component, so that you can keep track of the animals you've placed into the community and measure your effectiveness.

### Euthanasia

Shelters must demonstrate a respect for quality of life and provide the most humane death possible for animals who are suffering or otherwise not suitable for adoption. In order to be humane, a euthanasia method must result in painless, rapid unconsciousness followed by cardiac or respiratory arrest and, ultimately, death. The HSUS recommends an overdose injection of sodium pentobarbital, prepared specifically for the euthanasia of companion animals. This method, when properly performed, has been found to be the most humane, safest, least stressful, and most professional choice.

Only staff who have been properly trained in animal handling and euthanasia should perform it. Shelters also must follow federal and state guidelines regarding euthanasia methods and administration.

It is imperative that shelters who administer euthanasia consider it a critical duty and therefore provide adequate support to the staff who perform this difficult task. Euthanasia programs should be given the same attention and resources as any other shelter program.

For more information on euthanasia, please see HSUS Statement on Euthanasia Methods for Dogs and Cats.

#### Record Keeping

Complete and accurate records are essential for the responsible, efficient, and legal operation of your animal shelter. A record should be prepared for every animal entering your shelter, giving a full description of the animal and any information about the animal's background that is available. These records should be numbered and filed so that all staff can easily retrieve them. An animal should have the same record or tag number throughout his or her stay at the shelter, and each animal must be clearly identified with a temporary collar and tag.

Accurate record keeping is also necessary for an effective lost-and-found program as well as for tracking animal control calls, cruelty complaints, and the care and disposition of the animals in the shelter's care. Several computer software programs for shelter management are available. Contact The HSUS's Animal Sheltering Issues staff for more information.

#### Programs

Shelter activities should be based on the best interests of the animals and the community. The role of staff members is to provide humane care of the animals and to carry out the shelter's programs effectively. Staff members should provide commissioners or board members with information or assistance that will promote the development of responsible animal care and control programs.

#### Spay/Neuter Efforts

It is imperative that shelters have a mandatory spay/neuter program for all adopted animals, preferably one that incorporates both sterilization at adoption and pediatric spay/neuter. Shelters should make it a top priority to ensure that the animals they place for adoption do not contribute to companion animal overpopulation.

It is equally as important that shelters strive to connect the residents of their community with low-cost sterilization services, if the shelter is unable to provide it directly.

#### Cruelty Investigation

Every community should have trained personnel to investigate animal cruelty issues and enforce animal protection laws. All calls and complaints must be handled in a professional, courteous, and timely manner. Personnel should be able to respond twenty-four hours a day in cases of emergency. If a shelter doesn't have an investigator, it should refer callers to the appropriate law enforcement agency in the area.

#### Humane Education

Your shelter should make every effort to provide humane education for local residents, especially children. From sponsoring community-wide awareness campaigns to sending shelter staff into classrooms for presentations, your shelter can embrace a variety of strategies to teach responsible pet ownership and instill a humane ethic in all members of the community.

## Volunteers

Volunteers can be an invaluable asset to your shelter's programs and its animals. However, don't expect volunteers to fill most staffing needs. All volunteers must be properly trained and supervised in much the same manner as is staff.

## Management

It is a binding obligation of shelter administrators to evaluate current procedures frequently; ensure that animals are properly cared for; and verify that employees are competent, compassionate, and properly trained.

## Personnel

Shelter employees should be regarded as the skilled professionals that they are and should be paid on that basis. All job positions and descriptions should include salaries and benefits that will attract competent people with good judgment who care about treating animals humanely. Written policies and procedures for employees are essential, not only for the orientation and training of new employees, but also to ensure continuity and efficiency within the shelter.

A comprehensive policies and procedures manual, explaining shelter policies and general job duties, should be made available to every staff member. The following is a suggested outline:

History, mission, purposes, and general policies (including euthanasia policies and other policies related to animals)

Organizational structure, job descriptions for all positions, policies for benefits and leave

Role of the board or other governing body

Procedures for office, kennel, and field services; security and safety procedures

Resources, including state and local animal laws and a list of other animal care and control agencies in the community

Training

Shelter staff must be trained so they can effectively perform the following functions:

Provide humane care for shelter animals.

Protect the animals from disease and injury.

Solve or refer all types of community animal problems to the proper person or agency.

Deal with the public courteously, professionally, and effectively.

Every animal care organization should engage in rigorous training for new staff and continuing education for veterans. Shelter employees should be encouraged to attend out-of-house training sessions and be given opportunities to do so. An effort should be made to address problems associated with employee stress, including adoption—and euthanasia—related anxiety.

## Compliance

### Ethics in action

The APA SPCA will comply with all local and national laws and ordinances as well as all licenses and insurances required by the City of Great Falls or State of Montana.

## Financial Needs

### Estimated Budget

A genuine concern for the APA SPCA is to operate the shelter at the least possible burden to the City of Great Falls. Our goal will be to keep costs low while looking to increase funding through fundraising and other means.

Based on current projections and assessments we require the following:

#### Monthly Expenses

Personal Services	\$21,376
Supplies and Materials	\$7223
Purchased Services	\$4634
Travel & Other	\$300
Fixed Charges	\$417
Other	
Insurance	\$500
Vehicle & Eqpt	\$350
Other Svc Chgs	\$993
Cremations	\$2000

\$37,793

Monthly Income (Fees and fundraising that would stay at the shelter. All others go to Animal Control)

Adoptions	\$3000
Cremation Fees	\$2500
Animal Donations	\$500
Fundraising	\$5000

\$11,000

Amount requested from City \$26,793

Estimated savings to the city of \$9,799/month

The above budgeted amount would be paid to APA SPCA on the first of each month beginning on the contract start date. In addition, the APA SPCA would require a transitional fee of \$8,200.00 thirty days prior to the contract start date. This fee will cover the transitional costs of being set up in Great Falls 15-30 days prior to the contact start date, interviewing and hiring of staff, legal fees, as well as other costs to the APA. We would need full access to the shelter during this period, however would not interfere with its operations.

**IN ADDITION**

The APA SPCA will begin aggressive, community friendly fundraising activities upon contract start date. Our goal is to not only better the services offered, but to reduce our dependency on the City of Great Falls for funding.

We have already built into our budget a base of \$5000/mo for fundraising. We expect over time this will be greatly increased.

**The APA SPCA will reduce the agreed contact amount by an amount equivalent to 25% of any fundraising obtained over the base \$5000/mo budgeted for fundraising.**

Our goals would be to reduce the funding required by the City of Great Falls by 40% in three years. This will be greatly dependent on the cooperation of the citizens of Great Falls.

In closing:

The APA has long strived to begin the APA SPCA division and believes Great Falls is the perfect place to do so. Through a great deal of research we believe the people of the community will be greatly supportive and the government will be positive and respectful to deal with. We look forward to making Great Falls, MT a national model for a productive, humane and successful Humane Society. We welcome all questions, input and ideas during this contract consideration period as well as ongoing during the life of the contract.

Signed on 2/14/11



---

Marcie Sapp – APA SPCA Director



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800-272-7387

[www.APAPets.org](http://www.APAPets.org)  
[www.MyAPAOnline.org](http://www.MyAPAOnline.org)



2/15/11

Re: Marcie Sapp, Humane Services Director

To Whom It May Concern;

Marcie Sapp has been with the American Pet Association since 1993. She was initially hired as a Member Services Representative and was promoted to Member Services Director in 1995. From 1995-2000 Marcie worked with Humane Services in addition to her duties in Member Services.

In 2000 she was promoted to Humane Services Director but has also been very active with our APA Approval Department helping to establish many of our high ethics and standards in that department.

Although a hard and very professional worker, her most outstanding and immediately recognizable trait is her ability to establish a friendly and professional relationship with co-workers. In my personal observations I have never seen her offer anything less than a high professional standard, even in stressful situations.

She has the full cooperation and admiration of the APA Staff and is well known for being a problem solver and getting any job done.

Please feel free to contact me at [jraines@apapets.org](mailto:jraines@apapets.org) or the number above if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads 'Jason T Raines'.

Jason T Raines  
Chief Operations Officer  
American Pet Association  
Taylors, SC Office



## **Business Plan**

*APA SPCA for:  
City of Great Falls*

02/14/11

Prepared by  
Jennifer Hughes  
Humane Services Department  
Contact: Marcie Sapp  
800-272-7387 x27



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# APA SPCA

## Business Plan for Great Falls, MT

### January 2011

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### **Purpose of this Plan**

This plan serves to provide the framework for the APA SPCA to become a highly-regarded, financially stable organization serving the needs of the residents of Great Falls, MT. A quality, functioning shelter is a pillar in any community's animal welfare efforts and adds value to the quality of life in the community. It is a joint venture between the humane society and the municipality it serves.

### **Mission Statement**

The APA SPCA is dedicated to the prevention of cruelty and abuse to animals, birds and wildlife and also strongly dedicated to promoting responsible pet ownership. We will strive to maintain a place of safety for healthy adoptable animals; a temporary home for the homeless; a haven for the mistreated, neglected or abused animals of Great Falls, MT. Euthanasia will not be our population control, but rather an act of kindness to end an animal's suffering or to ensure public safety and welfare. It is our pledge to nourish the relationship between companion animals and humans through education, media exposure and readily available information and assistance.

### **History and Current Situation**

APA SPCA was founded by the American Pet Association in 2011. APA SPCA is a non-profit, non-stock corporation which is not a branch of city, town, or county government, but rather works in cooperation with local government units. APA SPCA is governed by a board of directors who serve a five year term. APA SPCA is committed to preventing the suffering and cruelty of companion animals, and will strive to



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instill in any community an ethic of empathy, care and appreciation for all living things.

APA SPCA shelters strive to be open to the public six days a week, Tuesday through Friday from 12pm to 7pm for animal viewing and stray intake and weekends from 10am or 12am -4pm. APA SPCA will operate a multi-purpose facility providing care to stray animals and those surrendered by their owners; we will also isolate bite cases and rabid animal suspects as required by law. Injured or sick animals will be provided with immediate veterinary care. Stray animals will be housed for seven days (or longer if required by state law) to allow owners adequate time to reclaim them. All animals will be vaccinated, wormed and treated for parasites to prevent transmission of diseases to the other animals at the shelter. Animals not reclaimed will be available for adoption after the seven day hold.

We believe all animals must be spayed or neutered (either before or shortly after adoption) and vaccinated against rabies. We will strive to develop relationships with local vets to provide free health exams and a surgery discount. Animals leaving the shelter will be sent with an adoption pouch specific to the type of animal they have chosen.

We will strive to present adoptable animals through various media outlets. We will also work in cooperation with other shelters and Breed Rescue organizations to find good homes for all the animals we receive. Our ultimate goal is to find loving homes for the animals we serve while keeping those animals healthy.



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**Estimated Budget**

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Based on current projections and assessments we require the following:

**Monthly Expenses**

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**Key Factors - Increasing Revenue**

**Municipal Contract**

Currently APA SPCA is seeking a contact with the City of Great Falls, MT to provide certain Animal Shelter services. This contract must have at a minimum an achievable break even threshold. To achieve that level, the available services must not only be well defined by contract, but understood by all parties involved. The City, along with shelter personnel and volunteers must be fully educated as to the terms and services the APA SPCA can and is obligated to provide.

**Adoptions**

The APA SPCA is driven to maximize quality adoptions. It would be impossible to permanently house all the small animals the APA SPCA would receive in any one year, much less in an ongoing situation. Adoptions are the key and all actions in this plan are designed to promote that philosophy.

**Fundraising**

A coordinated annual fundraising effort is an essential piece of the APA SPCA business plan.

A comprehensive year round approach will be adopted; the APA SPCA will concentrate its efforts on the following major annual fundraisers.

<u>Event</u>	<u>\$\$ Goal</u>
Business Collection Boxes	\$30,000.00
Donated APA Membership Sales	\$30,000.00

We have 22 other fundraising programs that can be used based on community attitude & cooperation.



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### **Animal Sponsorship**

An adoptable animal sponsorship program seeks individuals or companies to pledge a set amount (for example, \$15.00 per cat or \$25.00 per dog) each month toward their care. In turn this sponsor is kept abreast of the status of this animal until its adoption. After that animal's adoption, all sponsors receive an appeal to move their sponsorship to another animal in our care. Establishment of this program will give a steady subscription type income to the shelter, an essential cash flow mechanism.

We also bring the sponsored pet to the business when staff time permits to help facilitate the adoption.

### **Donation Boxes**

APA SPCA hopes to have active donation boxes in at least 50 businesses, this effort will be accomplished by working closely with local businesses in Great Falls, MT. The APA has a very successful way of managing the boxes to make them up to ten times more successful than standard collection boxes.

As stated, we have 22 other fundraising programs that can be used based on community attitude & cooperation. We believe in very ethical, non aggressive fundraising that utilizes education not scare or shock tactics.



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### **Key Factors – Driving Down Costs**

#### **Working with Local Veterinarians**

A fair and honest relationship with numerous local Veterinarians will help to spread the burden and rewards of the assistance they provide.

#### **Keeping Payroll Expenses in Check**

Payroll expenses will be monitored and managed each payroll period. Staff retention is a major issue in any organization, and we need to make sure we're making every attempt to recruit and retain high-quality dedicated staff.

#### **Obtaining Donated/Inexpensive Supplies**

Every effort needs to be made to secure supplies, including food, through donations and inexpensive sources. We are looking at alternative ways to purchase medical supplies. This may include internet sources and/or buying in larger or smaller quantities. We will continue to brainstorm ways to procure donations of supplies.

#### **Spay/Neuter Policy Procedure**

We will consider alternatives to altering all animals prior to their adoption. Possible options include:

- Pre-pay certificates for spay/neuters for adopted animals
- Pre-adoption deposit, refundable after animal is adopted



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## **SWOT Analysis**

### **Strengths**

1. Full APA Support in the areas of staff training, technical support for phone and computer systems, web site design and hosting, most, if not all, at no charge to the society.
2. Standard animal care procedures in place.
3. Immediate upgrades will gain public support.
4. Fundraising track record.
5. Support of the City of Great Falls.

### **Weaknesses**

1. Unknown public support
2. Unknown Staff

### **Opportunities**

1. Improved facility
2. More public outreach and education
3. Spay and neuter assistance
4. Fundraising program establishment
5. Sponsorship program creation
6. Volunteer program creation
7. Proactive PR Campaign - We must be positive "Front Page News" in our education and community service efforts. The benefits must be visible to all residents of the city including those who do not share our vision or our passion.



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### **Threats**

1. Donated Supplies
2. Veterinary services- pricing and availability
5. Lack of cooperation of community



## Responses to Questions for the American Pet Association

1. Share with us your organizational plans for the American Pet Association here in Great Falls. What is your interest in Montana and the Great Falls Animal Shelter?

*The APA is a national organization with no particular focus on any one part of the nation. Of 14 shelters nationwide that were currently looking for new management, Great Falls was chosen to be our primary focus for the launch of the APA SPCA. We feel Great Falls is an exemplary city in American lifestyle and American attitude towards pets.*

*In addition we feel the shelter offers challenges that can easily be encountered in any shelter anywhere in America. However, our primary interest was that Great Falls had the greatest need for major improvements to their operations.*

2. We understand that this will be a pilot program for you, can you explain to use what the pilot program would entail and would you be establishing them in other communities? Would the APA have staff on-site during the pilot program?

*We will not be involved with any other shelters until we consider our mission at the Great Falls shelter a success, estimated at six months to one year. There will be between one and three APA staff members at the shelter initially. During the operation of the Great Falls shelter we will be keeping extensive records on all procedures so that future shelter operations may benefit.*

3. What other local organizations do you plan to have partnerships with, such as the Animal Foundation or the Humane Society?

*We will work with any ethical, professional organization that will benefit the mission of the Great Falls shelter.*

4. Share with us your organization's staffing plan for the shelter. What formal training, certifications or experience does your staff have now or plan on receiving?

*We will not have a final plan for staffing until we are able to interview the current staff. We will certainly have a vet tech, certified and experienced kennel techs, and we will fill in the holes with whoever is necessary. We will make sure that we the staff is certified and licensed accordingly.*


5. The proposal states that "managers are trained to maintain their professionalism, limit personal interaction and keep the work environment enjoyable." Can you explain to us what "limit personal interaction" means?

*A lot of people use their work environment as a social outlet, which can be fine but not for management. Management needs to be a role model & inspiration for staff and will maintain a set of standards of professionalism. We do not believe it is professional for a manager or director to have personal relationships with their staff. We do support activities like buying the staff lunch, hosting company holiday parties and other team building activities.*

6. The proposal mentions fundraising efforts a number of times and the goal of raising \$5,000 a month in donations/fundraising efforts. Can you share with us some of your successful fundraising programs and what you'd like to implement here in Great Falls?

*First I would like to say our budget is set up so we can provide the basic services required with no additional funding, our worst case scenario.*

*Our two most solid Fundraising Programs revolve around physical items:*

	<p><i>1) On the Go pet Books— donated 100% to us by the APA, we sell them to raise funds.</i></p>
	<p><i>2) Our director has committed to donating 100% of the net proceeds of 10,000 APA Guardian Memberships – this represents a potential income of \$62,000+ for the shelter.</i></p>

*We have literally dozens of other programs that have been successful such as active change collection boxes, a very unique garage sale program, animal sponsorship program, etc.*

7. Explain some of your organization's successful education and public awareness programs.

*Well, let's first distinguish between the American Pet Association and the APA SPCA. The American Pet Association has done a lot of different programs over the years but the programs don't necessarily relate to what the APA SPCA would be doing. Our plan is to implement programs through the schools to promote responsible pet ownership, to dissuade fear of animals, discourage breeding, encourage spaying and neutering & to promote humane treatment of all animals.*

*Also, we plan to offer training assistance at the shelter and fear of animals counseling.*

*We will also implement the principles of the APA's Community Pet Plan which teaches non pet owners what they should reasonably expect and pet owners proper conduct around others.*

*Numerous people are working on numerous programs – we will fill you in as they are developed – there is definitely no shortage of ideas or our capabilities.*

8. Has your organization had a chance to visit our shelter? If not what type of research have you done regarding our facility and when do you plan on visiting the facility?

*We recently had an affiliate visit the facility and give us a report. We understand there are some challenges that need to be met and we expected that. We do plan to do cosmetic renovations immediately up taking over the shelter.*

9. The proposal says that "funding for the basic services must be provided." Please elaborate on what this means."

*The Proposal we submitted is the request for funding for basic services.*

10. In the budget portion of your proposal it states that all other revenues/fees will go to Animal Control (the City), this would include impoundment fees and licensing fees. Is this accurate?

*Yes, that is our intention.*

11. How will your organization measure the success of your no kill/low-kill program?

*First let me say that most agencies that are operating under a no kill policy say that that policy only applies to adoptable animals, and that leaves room for judgment on what is and is not an adoptable animal.*

*Also many groups are very hung up on being no kill which is irresponsible and amateurish. It is not possible to simply say you will be no kill. The volume of incoming animals, adoption rate of the community, level of responsibility of the community, spay/neuter & breeding rate of the community, housing ability of the shelter, capacity of foster homes and productivity of rescue groups make a very complicated formula which is not controllable by one good intentioned person.*

*As far as we are concerned, when we are euthanizing as few pets as humanly possible in the Great Falls community, we will be successful. We hope that number will be zero but, being realistic, as close to zero as possible.*

12. Will your organization be contracting with a local veterinarian?

*Yes, absolutely. If for some reason we are not able to reach an agreeable arrangement with a local vet then we would bring in one of our own.*

13. Who will maintain the license to administer euthanasia?

*The APA SPCA will maintain the license to administer euthanasia.*

14. Is your organization willing to provide the City with an independent annual audit?

*Of course. Full transparency*

15. What type of complaint resolution process will you be using at the shelter and how will that be communicated with the City?

*All complaints will be recorded & staff will be trained to handle minor complaints. More serious complaints will be handled by the Director. Any complaints serious enough to effect the operation or reputation of the shelter or of the city of Great Falls will be immediately reported to the City.*

*The complaint log book it will be available for inspection by the City any time.*

*We will institute numerous policies to ensure outstanding customer service & professionalism, including name tags, feedback cards and Director follow up with adoptees.*

*Of all pet related humane organizations in the nation, The American Pet Association has*

*the lowest number of complaints, by far. APA SPCA will have the same ethics, professionalism and standards as the APA.*

---

Any other questions may directed to Marcie Sapp 800-272-7387 x27 or [msapp@apapets.org](mailto:msapp@apapets.org)

February 18, 2011

Dear Ms. Kunz:

Enclosed please find the Proposal to Operate the Great Falls Animal Shelter submitted today by the Animal Welfare Reform Cooperative (ARC). Included with the Proposal are nine letters of reference and the Humane Society of the United States's *Policy and Guidelines* for shelter operation.

Please note that the working title of ARC was ECAS (Electric City Animal Supports).

We thank you, Ms. Reichelt, Mr. Doyon, Mayor Winters, and the City Commissioners for your consideration.

On behalf of ARC:

A handwritten signature in black ink, appearing to read "Linda Meyer". The signature is written in a cursive style with a long horizontal stroke at the end.



**Proposal to Operate the Great Falls Animal Shelter  
Submitted by the Animal Welfare Reform Cooperative (“ARC”)**

Hand-delivered to the office of the City Clerk on Friday, February 18, 2011

**1. Contact information-**

Nora Norum, M. D.  
1410 Country Home Lane  
Great Falls, MT 59405  
(406) 799-8787

**2. Management and Operational Plan-** The Animal Welfare Reform Cooperative (“ARC”) would manage and operate the animal shelter as follows:

- a. ***Facilities*** - during the term of any contract ARC will be entitled to use the shelter building located at 1010 25<sup>th</sup> Avenue N. E., Great Falls, Montana. However, if a new shelter is built the same terms and conditions apply subject to an agreement between the parties as to the compensation ARC shall receive for operating the new shelter. The City will be responsible for all building maintenance and repairs, including, but not limited to repairs to HVAC system, plumbing and water system, electrical systems both in the building and the crematorium. The City will also be responsible for normal maintenance of grounds, including but not limited to repairs or replacement of fencing, sidewalks, kennels and parking area as well as any necessary mowing and weed control. The parties acknowledge that the shelter building is an aged facility that may require substantial sums to repair if it is to remain in operable condition. Improvements and/or alteration shall be made at the City’s expense. The City will pay all utilities, including but not limited to water, garbage, electricity and natural gas service.
- b. ***Fees and Accounting*** All funds collected by ARC for adoptions, impounds, or donations shall be retained by ARC in partial consideration of the performance of services hereunder. ARC will issue receipts and maintain a cash receipt record for all funds received. A mutually agreeable system of accounting and fiscal



review of funds received pursuant to any contract will be established to provide the necessary accounting controls for the protection of the parties to this agreement.

- c. **Permitted Use:** ARC agrees that the shelter shall be used for animal control operations for the City of Great Falls, Cascade County, Malmstrom Air Force Base, or other entities, as long as those entities are financially contributing to the operation proportionately either by contract or a base set fee based on a specific formula derived from the cost of maintaining the shelter.
- d. **Shelter Hours:** ARC agrees that the shelter or shelter representative will be able to be contacted 24 hours a day, seven days a week on an emergency response basis. ARC agrees that the shelter will be open to the public as follows: on Sundays, Mondays, Fridays, and Saturdays from noon to 5 p.m.; on Tuesdays and Thursdays from noon to 7 p.m.; and closed Wednesdays. The shelter will be open for two to four hours for adoptions on most holidays. Emergency response shall be available on all holidays.
- e. **Delivery of Animals:** ARC agrees to provide a procedure whereby animals may be delivered to the shelter on a 24 hour basis by law enforcement officers. ARC agrees to have employees available on an emergency basis at all times. ARC is reluctant to allow the public to deliver animals to the kennels outside the shelter because such a procedure leaves animals outdoors overnight, reduces ARC's ability to gather information about animals that are turned in, provides the potential for animals to escape, provides the potential for animals to be released, and may encourage abandonment. For those reasons, ARC has not provided for delivery of animals by the public when the shelter is not open and does not believe it is a good idea to begin doing so.
- f. **Adoption:** ARC will make every attempt to ensure that every non-vicious, healthy animal is (1) adopted by the public; (2) released without fee to a known 501(c)3

nonprofit animal rescue group; or (3) placed in a volunteer foster home until a permanent home can be found. ARC will routinely hold offsite adoptions at suitable locations, such as a local chain pet store. ARC will promote adoptions of different animals at different times of the year. For example, cat adoptions will be promoted during the time of the year when there is a very high number of kittens. All monies received from adoptions will be retained by ARC and a monthly total will be reported to the City.

- g. **Acceptance and Care of Animals:** ARC will have an open-admission policy. It will provide the best possible care and treatment to all animals. ARC will create an Emergency Medical Account, which will be funded initially by one donor, to help pay for any treatable ill or injured animal. Adequate housing and food shall be provided and the shelter shall not be overpopulated.
  
- h. **Disposal of Unclaimed Animals:** ARC will not kill any unclaimed animal that is non-vicious and healthy. ARC will not kill any unclaimed ill or injured animal that it reasonably believes will recover with veterinary treatment. ARC will not kill any unclaimed animal unless the animal is determined by ARC staff and at least one veterinarian to be (1) irremediably suffering or (2) vicious with a poor prognosis for rehabilitation. Any other unclaimed animal shall be held for minimum of 96 hours then evaluated for adoption, rescue placement, or foster home placement.

ARC will not sell animals for the purposes of medical research or other activities which may harm them or be considered inhumane. ARC will maintain animals beyond the 96 hour minimum for the completion of any judicial process or to the extent required by law.

- i. **Euthanasia:** In the rare cases when euthanasia is required for irremediably sick or injured animals, or for animals determined to be vicious with a poor prognosis for rehabilitation, ARC will provide humane euthanasia and disposal of animals in accordance with all Federal and State Regulations. Euthanasia will be by lethal

injection unless a more humane method is reasonably available and will cremate animals so long as its crematory is in operation.

- j. **Insurance** ARC agrees to obtain at its own expense, and to keep in full force and effect during the term of this agreement the following insurance coverages:

***Worker's Compensation Insurance*** ARC will carry Workers' Compensation Insurance for all employees employed at the Animal Shelter, and will require proof of Workers' Compensation coverage by any subcontractor hired by ARC unless said subcontractors' employees are covered by ARC's Workers' Compensation Insurance. All coverage will be set at the statutory limit of Workers' Compensation Insurance. ARC will at all times comply with all rules, regulations, and decisions of the State Auditor's Office, statutory requirements, and applicable court decisions, subject to its right to appeal such determinations. ARC will provide a copy of Workers' Compensation Insurance coverage to the City of Great Falls upon request.

***Comprehensive General Liability Insurance*** ARC will carry Comprehensive General Liability Insurance with a minimum level of coverage of \$750,000 per claim and \$1,500,000 per occurrence, combined single limit for bodily injury and property damage. ARC agrees to provide proof of insurance coverage to the City of Great Falls prior to commencement of operations.

***Property Insurance*** ARC will obtain all risk insurance covering the Animal Shelter building, building contents, and real property on which the building is located for full replacement value. Said insurance will cover all periods during which ARC operates the Animal Shelter under a written contract with the City of Great Falls.

- k. **Indemnification** ARC will indemnify, hold harmless, and defend the City of Great Falls, its officers, directors, agents, and employees from and against any and all liabilities, damages, actions, costs, losses, claims and expenses, on account

of personal injury, death, or damage to or loss of property or profits arising out of or resulting, in whole or in part, from any act, omission, negligence, fault, or violation of law or ordinance by ARC, its employees, agents, and subcontractors. However, ARC will not indemnify the City of Great Falls if the damage, injury, death, and/or damage to or loss of property or profits be the result of negligence, gross negligence, or willful misconduct by the City of Great Falls.

**Prevailing Wages** ARC will obtain registration with the Montana Department of Labor and Industry prior to commencement of operations. ARC agrees that prevailing wage rates as determined by the Montana Department of Labor shall apply to all non-exempt employees during the term of operations if specific job classifications are found within the document. ARC will not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin or age. ARC will comply with requirement that a minimum of 50% of contracted workers will be bona fide Montana residents in compliance with 18-2-403 (1) and 18-2-409, MCA.

3. **Experience** – ARC’s previous experience with animals, animal shelters, animal rescue programs, or animal volunteer programs.

Great Falls is home to many animal welfare organizations including the Animal Foundation of Great Falls (“AFGF”), AFGF’s Spay of the Falls, the Humane Society of Cascade County (“HSCC”), Aurora’s Mysticatz, and the Pet Paw-see. While they have focused on different aspects of animal welfare, the vision of all these groups and individual volunteers is the same: They care deeply about the welfare of companion animals in our community. ARC is a collaboration of dedicated animal welfare volunteers from these groups; therefore, ARC has a wealth of experience to offer. Our members have all dedicated significant time and/or money to animal welfare and have significant experience working with animals

We have vast experience at our disposal in managing the shelter operation. In addition to ARC members, many individuals have stepped forward with advice and support. For example, we have the benefit of advice and counsel from Sue Dendy, Kathy Kennedy and Robbie Korte. Sue was the kennel manager for six years. She earned a reputation in the community for knowing every aspect of the shelter operation. Kathy Kennedy has also agreed to provide assistance. Kathy worked in the shelter for five years. She was an Animal Control Officer for four years, interim director of the shelter for 6 months and Director of Operations for the shelter for six months. Robbie Korte is an accomplished business woman. In addition, she has hands-on experience working with the finances of the Great Falls Animal Shelter. ARC member Nora Norum, in addition to all of her other rescue and animal welfare activities, volunteered at the shelter for several years. Other HSCC board members are committed to our success and are offering assistance. Similarly, we have the assistance of many other active members of the animal welfare community.

ARC also brings extensive experience with animal rescue and adoption to the City of Great Falls. For example, Nora Norum was instrumental in the care and placement of dogs that were confiscated and removed from inhumane conditions by the Cascade County Sheriff's Office. Approximately 138 dogs were seized by law enforcement in 2005 and 40 German Shepherd dogs seized by law enforcement in 2007. These are just two examples of the many rescues in which Nora and other ARC members assisted.

With respect to working with animal program volunteers, ARC has a wealth of experience. For example, ARC member Lisa Hudecek has served as the volunteer coordinator for the cat section of the community spay and neuter clinics that take place twice a year.

Approximately 100 volunteers assisted at each clinic. Lisa recruited, coordinated, managed and trained all of these volunteers. Lisa has also done a great deal of educational work with school age children.

These examples are illustrative of the wealth of experience ARC brings to the shelter operation. With the knowledge of our members and supporters in the areas of animal care, rescue, adoption, and shelter operation, ARC has the experience necessary to successfully operate the Great Falls Animal Shelter.

4. **Volunteers.** ARC's plan to operate, develop or coordinate volunteer programs for the animal shelter.
  - a. ***Volunteer Coordinator*** ARC will hire a volunteer coordinator. The coordinator will work with existing animal welfare groups to mobilize their pool of volunteers, who have a demonstrated commitment to animal welfare. The volunteer coordinator will also recruit volunteers by arranging for public service announcements and other advertising. The coordinator will work with the Great Falls Pre-Release Center to continue placement of court-ordered community service workers.
  - b. ***Volunteer Activities*** Volunteers are the backbone of a shelter, providing functions that a staff simply cannot because of time constraints. Volunteers will assist with dog walking, supervised dog play times, bathing and grooming of both dogs and cats. This provides human bonding and socialization opportunities for the animals. Volunteers also make it possible to do off-site adoptions and arrange for foster care. Volunteers are invaluable in assessing animal temperaments which allows for better matching.
  
5. **No Kill Policy** - ARC intends to operate the Great Falls Animal Shelter as a no-kill facility. ***The No Kill Model ("NKM")*** ARC will implement is an internationally recognized equation that has been statistically proven to be effective. Other communities, both inside and outside the United States have successfully implemented this protocol. There is a misconception that a no kill shelter is expensive and will require a great deal of additional shelter space and other resources. The NKM has disproved this notion. Shelters that have implemented these protocols have not required additional funding. The research on no kill shelters supports ARC's contention that the ongoing and long-term maintenance, care, and financial resource needs of the Great Falls Animal Shelter will not be dramatically affected by implementation of the NKM. The NKM that ARC will

implement includes the following elements.

- a. **Feral Cat Trap Neuter Release (TNR) Program.** In this program feral cats are trapped, neutered, and released back to their outdoor colony. Over time the feral cat population gradually decreases, and over time this is more cost-effective than impounding and killing animals. The Pet Paw-see has implemented a very successful TNR program. ARC will expand the TNR program to currently unserved locations.
  
- b. **High Volume, Low Cost Spay/Neuter.** Preventing litters means fewer unwanted animals. Spay of the Falls/AFGF has done this for several years. ARC will assess community needs and develop any necessary spay/neuter program. Additionally, ARC is committed to ensuring that every shelter animal is spayed or neutered prior to adoption.
  
- c. **Rescue Groups.** Many excellent rescue groups exist that will provide adoption services for specific breeds or special needs animals. An adoption or transfer to a rescue group frees up scarce cage and kennel space in the animal shelter, reduces shelter expenses, and improves the animal's hopes for adoption. ARC believes animals should generally be transferred to rescue groups that are willing to assist.  
  
**Foster Care.** Foster homes are a low- or no-cost way of increasing the shelter's capacity. Sick, injured, or behaviorally-challenged animals who may not be otherwise be adoptable can often be socialized and cared for in a home environment. ARC will recruit, train, and welcome foster volunteers, including our military personnel.
  
- d. **Comprehensive Adoption Programs.** ARC will actively promote adoption programs by being responsive to community needs and by providing effective marketing. Increasing public access hours for working people, offsite adoptions, and adoption incentives are among the things that will make it easier for community members to adopt animals. Increasing the number of homes available

replaces killing with adoptions. Research shows that shelters can adopt their way out of killing.

- e. **Pet Retention**. While some surrenders of animals to shelters are unavoidable, others can be prevented. ARC will actively seek to match people with the appropriate animal. In addition, ARC will help adopters work to solve behavior problems. ARC will develop innovative strategies for keeping people and their companion animals together. ARC's goal is to ensure that citizens see their shelter as a place to turn to for advice and assistance.

**Medical and Behavior Programs**. ARC will provide comprehensive vaccination, handling, cleaning, socialization, and care policies to improve animal well-being increase animal adoptability. Further, ARC will provide rehabilitative efforts for animals who come into the shelter sick, injured, unweaned, or traumatized. ARC will raise funds for medical care for extraordinary circumstances.

- f. **Public Relations/Community Involvement**. ARC will increase adoptions, maximize donations, recruit volunteers, and partner with community agencies to increasing the animal shelter's public exposure. ARC will actively pursue excellent public relations and marketing.
- g. **Volunteers** As discussed above, ARC will develop an active volunteer program. There is never enough staff, never enough money to hire more staff, and always more needs than paid human resources. That is where volunteers make the difference between success and failure and, for the animals, life and death. There is no lack of compassionate volunteers in our community, and ARC will recruit them for short- and long-term projects.
- h. **Proactive Redemptions**. ARC will actively seek to return lost animals to their homes. Lost animal reclaim is one of the most overlooked areas for reducing killing in traditional animal shelters. One strategy ARC will employ is training



volunteers as “pet detectives” to help reunite lost pets with owners.

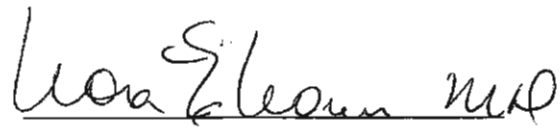
- i. ***Transport Program.*** ARC will take advantage of the nationwide network of people who transport animals to new homes. Generally, transport is provided at the volunteer’s expense. For example, On the Road Again coordinates transport from shelters and rescues to new homes.
- j. ***Compassionate Director.*** ARC will hire a hardworking, compassionate animal shelter director who is not content to continue killing while shelters around the country are proving year after year that the NKM works.

6. **Goals and Long Range Objectives** – ARC plans on utilizing the above-mentioned steps to transform the shelter into a No Kill operation.

7. **Financial Plan** PLEASE SEE LAST PAGE :  
“FINANCIAL NEEDS ”

8. **Process Improvements** –The No Kill program that has been so successful in other communities across the country and in Canada will bring increased adoption rates and improved shelter image. Community surveys will be conducted to assess the city’s image of the shelter and answer such issues as why the community doesn’t look to the shelter for pet adoptions, why people fail to come reclaim their lost animals, and both positive and negative images of the shelter. Shelter hours will be extended to accommodate the usual work schedule, Sunday hours will be implemented, and there will be extended evening hours. One donor has offered to underwrite the cost of an on-site consultation by the Humane Network, an NKM shelter advisory group. Grievance policies will be put in place for public, private and personnel complaints.

**9. Humane Guidelines** ARC is deeply committed to the well-being of animals. Various nationally recognized humane organizations, including the ASPCA, the Humane Society of the United States and the UC-Davis Koret Shelter Medicine Program have promulgated standards for the humane treatment of animals. These guidelines and standards provide an excellent baseline for humane treatment. ARC will adhere to these standards as appropriate as well as the higher standard imposed by the NKM.

A handwritten signature in black ink that reads "Nora Norum M.D." The signature is written in a cursive style and is underlined.

Nora Norum, M.D.

Designated representative of ARC

## Financial Needs

City will pay **\$368,660** to AwRC the first year.

Second and third years the city will pay **\$368,660** plus COL.

AwRC and the City will divide the following with **50%** to AwRC and **50%** to the City:

License fees  
Cascade County/MAFB contract  
Cremation fees

The City will retain 100% of animal control fines and revenue from Animal Control.

AwRC will retain 100% of donations, impoundment fees and adoption fees.

### **AwRC Operating Budget**

#### **Revenues**





Licenses (50%)	<b>\$21,000</b>
Impoundment fees (100%)	\$20,000
Adoption fees (100%)	\$15,000
Cremation fees (50%)	<b>\$18,000</b>
MAFB fees (50%)	<b>\$1,400</b>
Cascade County fees (50%)	<b>\$630</b>
Contract with City	<b>\$368,660</b>
<b>TOTAL REVENUE</b>	<b>\$444,690</b>

#### **Expenditures**

Personnel Services	<b>\$279,690</b>
Operations Director	\$55,000
Kennel technicians (4)	\$83,200
Office assistants (2)	\$44,720
Kennel/grounds keeper	\$19,760
Supplies/materials	\$55,000
Purchased Services	\$35,000
Travel/training	\$10,000
Insurance	\$5,000
Equipment/furniture	\$15,000
Website	\$1,000
Misc	\$4,000
Guardian Angel fund	\$30,000
Marketing/promotion	\$10,000
<b>TOTAL EXPENDITURES</b>	<b>\$444,690</b>

## POLICIES and GUIDELINES

 [e-mail this page](#)

 **SHARE**   

### HSUS Guidelines for the Operation of an Animal Shelter

#### I. PLANNING YOUR FACILITY

##### A. Housing

1. Stress reduction and disease control are your goals when determining how to separate animals.
2. Separate animals as follows:
  - a. dogs from cats
  - b. sick or injured animals from healthy animals
  - c. puppies and kittens from adult animals (unless the puppies and kittens are nursing)
  - d. males from females (especially those in season)
  - e. aggressive animals from all others
  - f. nursing mothers and their young from all others
3. Animals who are stressed or recuperating from injuries or illness must have a quiet place to rest during their recovery period. If kept awake, stressed, or forced to be on guard because of close proximity to barking dogs, their recovery period may be lengthened or otherwise compromised.

##### B. Floors

1. Floors should slope toward drains to prevent the accumulation of water in the runs.
2. Floors should be made of concrete that has been sealed (making it nonporous) or some other nonporous material that can be disinfected.

##### C. Walls

1. Walls between kennels should be at least 4 feet high and should prevent water and waste material from flowing from kennel to kennel.
2. For walls between kennels, use one of the following materials:
  - a. cinder block, sealed and painted with epoxy to make it nonporous
  - b. metal embedded in a concrete base
  - c. a fiberglass kennel unit, including floor, sides, and gate
  - d. tile or glass block
3. Chain-link fencing or wire mesh should extend at least 2 feet above kennel walls. Runs should be covered with fence fabric or wire mesh to contain dogs who might jump or climb fences or who are in season, are aggressive, or are quarantined.

##### D. Drainage

1. The shelter must have drainage and plumbing adequate to handle the heavy load of daily cleaning.
2. Drainage for each run should prevent cross-contamination of other runs by urine or feces.

##### E. Heating and Cooling

1. Heating elements embedded in kennel floors are ideal. The temperature at floor level for infant, sick, or injured animals should be at least 75°F; for healthy adult animals, 65-70°F.
2. Heating, cooling, and humidity-control systems should be used for the comfort of the animals, the staff, and the

visiting public.

3. A means of circulating the air must be in operation in all kennel areas. Ideally, the air in the building should be exchanged with outside air eight to twelve times per hour.

#### F. Security

1. Install a security system to protect the building. Some examples are perimeter fencing, an alarm system, or at a minimum, deadbolt locks for all outside runs in combination with outside lighting.
2. Secure all controlled drugs in a manner that, at a minimum, meets both federal and state laws and regulations.
3. Install a fire-alarm system and institute an emergency plan to prepare your staff for a potential evacuation of animals from the shelter.

#### G. Dogs

1. Dogs confined in either cages or kennels should have room to move about normally.
2. Stainless-steel or custom-made individual cages for indoor holding should follow these minimum size guidelines:
  - a. large dogs (more than 50 pounds): at least 4 feet by 6 feet, or 24 square feet
  - b. medium-sized dogs (36-50 pounds): at least 4 feet by 5 feet, or 20 square feet
  - c. small dogs (10-35 pounds): at least 3 feet by 4 feet, or 12 square feet
3. Dogs confined in cages should be exercised in runs at least 4 feet by 10 feet twice daily or walked on a leash for at least 20 minutes twice daily.
4. Kennels with runs, whether fully enclosed or indoor/outdoor, should follow these minimum size guidelines:
  - a. kennels—4 feet by 6 feet
  - b. runs—4 feet by 8 feet
5. Ideally, each dog should have his or her own kennel. Animals who share kennels must be evaluated for compatibility and monitored closely. Each should have ample room to stand, lie down, turn around, and sit normally. This requires a minimum area of 4 feet by 4 feet for each dog. A shared 5-foot by 10-foot kennel should hold no more than two large, two medium, or three small dogs.
6. Enclosures should be equipped as follows:
  - a. Potable water must be available at all times. Water containers should be cleaned and disinfected regularly (and always before a new animal is put into the cage or run). Water containers should be mounted so that animals cannot tip them over or urinate in them.
  - b. If self-feeders are used, they should be cleaned daily and disinfected regularly (particularly before a new animal is put into the cage or run). In addition, they must be mounted so that dogs cannot urinate or defecate in them. Food should be clean and dry at all times.
  - c. If kennel floors are not heated, provide resting boards or beds. Even with heated floors, beds should be provided for nursing mothers, injured animals, sick animals, and animals being held for an unusually long time (for example, in cruelty cases). Cardboard boxes and other enclosures or platforms that can be disposed of, changed, or easily disinfected may be used, and blankets or towels that can be disinfected may be used for bedding.

#### H. Cats

1. Individual cages should be made of stainless steel, fiberglass, or other impervious material and should follow these guidelines:
  - a. Provide an area of at least 9 square feet (usually 3 feet by 3 feet) for each cat.
  - b. Supply each cage with a cat litter pan.
  - c. Ensure that each cat has constant access to water and dry food.
  - d. House no more than one cat in a cage, except for nursing mothers, young litters of kittens, or pairs of adult cats who have been admitted to the shelter from the same household.
2. If colony cages are used to house cats, follow the guidelines listed below.
  - a. Cats whose vaccination history is unknown should be evaluated for health and behavior, vaccinated, and isolated for at least 24 hours for observation before being placed in cat-colony cage rooms.
  - b. Separate unsterilized males from females.
  - c. Separate nursing mothers from all others.
  - d. Separate young kittens from adult cats (except for their mothers).
  - e. House no more than fifteen adult cats or twenty kittens in a 10-by-15-foot room.
  - f. Include one 12-inch by 18-inch cat litter pan for every three cats or five kittens.
  - g. Have water and dry food available at all times (when giving fresh food, use one dish per cat).
  - h. Equip colony rooms with shelves or resting boxes; provide cages with open doors for animals who prefer to be isolated.

#### I. Human Traffic Control

1. Provide adequate space for staff to work comfortably and for equipment and records to be stored properly.
2. Make the receiving area large enough for the public to bring, reclaim, or adopt animals comfortably and to keep the animals separated from one another. Ideally, incoming animals should be received in an area separate from the adoption area. The traffic flow pattern should be designed so that animals can be moved quickly, safely, and easily from one place to another.
3. Keep newly arrived animals in a receiving room separate from the rest of the shelter population until they have been evaluated for health and temperament. To maintain high standards of safety for the staff and public and to decrease the possibility of the spread of disease, newly arrived animals should be routed to the appropriate holding area as soon as possible: move dangerous dogs to an area away from public access, sick animals to an isolation area, and injured animals to a veterinarian.
4. The euthanasia room and dead-animal storage area should be easily accessible from the kennel area; however, this area should be away from public view. Animal control vehicles should have access to the back of the kennel area for bringing in animals and removing dead animals.
5. The facility should be accessible to disabled persons. The HSUS recommends that all shelters comply with the federal Americans with Disabilities Act (ADA), regardless of whether they are mandated to do so under the law.

#### II. CARING FOR THE ANIMALS

##### A. Diet and Feeding

All shelter animals, regardless of their term of residence, should receive a good-quality, balanced diet that is appropriate for their life stage. Select a food produced by a company that guarantees complete and balanced nutrition. To meet animals' needs, The HSUS recommends the following:

1. The shelter should have a sufficient number of adequately

sized stainless steel food and water bowls to accommodate all animals. Feed puppies and kittens who are six to twelve weeks of age three times a day. Feed puppies and kittens who are twelve weeks to twelve months of age twice a day, and adults at least once a day.

2. Dry food can be made palatable to the greatest number of dogs as follows: Mix one-half can of wet food with one pound of dry dog food for each adult dog, add enough warm water to mix well, mix, and feed. If animals are fed between 1 p.m. and 3 p.m., their stools can be removed before closing and the dogs will be in clean runs overnight. Dry puppy food must be moistened for young pups.
3. Dry puppy chow and adult dog food may be left in self-feeders.
4. Feed dogs and puppies enough food to meet their nutritional needs (based on such factors as body weight and label instructions). Check food bowls after approximately 20 minutes. If an animal has eaten all her food, place an additional small amount of food in the run or cage.
5. Feed cats and kittens dry or canned cat food. Do not feed dog food to cats (or vice versa).
6. Generic pet foods are not recommended. Often, the nutrients in generic pet foods are not readily available for digestion and absorption by an animal. Recent tests have shown that puppies and kittens who were fed generic pet foods had a greater incidence of illness, improper growth, and other physical abnormalities and required one-and-one-third times as much food per pound of weight gained. Use only products that are made by major national pet-food companies and are 100 percent nutritionally complete.
7. Store all food in air-tight plastic containers to prevent spoilage and to avoid attracting rodents and insects.

#### B. Disease Control

Follow these guidelines to minimize disease:

1. Evaluate all animals shortly after they come in to the shelter and observe them during their entire stay. Here are some common signs of illness in dogs and cats that may warrant veterinary care:
  - a. Eyes are watery, appear swollen, or show discharge.
  - b. Ears appear red or inflamed, show discharge, or have a foul odor.
  - c. Nose shows discharge (mucous, blood, or pus), or is crusty, congested, or blocked.
  - d. Gums are swollen or inflamed, teeth are loose or brown, or mouth has a foul odor.
  - e. Animal is sneezing, coughing, or wheezing.
  - f. Animal has fleas or ticks, skin shows swelling or lesions, animal limps, or animal is thin or obese.
  - g. Animal has wounds or abscesses, or body temperature is abnormal.
2. Have a trained and experienced staff member, a veterinary technician, or a veterinarian available to check animals and to provide care. Instruct every staff member to note and record all symptoms of possible illness and to bring them to a supervisor's attention.

#### C. Cleaning

1. All kennels, cages, and runs must be cleaned daily with hot water and a broad-spectrum disinfectant proven to be effective against various bacteria and viruses common in a shelter environment (including distemper and parvovirus). Each enclosure should be cleaned, scrubbed, and disinfected BEFORE a new animal enters. As an alternative, chlorine bleach (mixed with water in a 1:32 dilution) can be used.
2. Mix disinfectants according to specific manufacturer instructions. After application, allow the disinfectant to

- remain in contact with the surface for the length of time recommended by the manufacturer before rinsing.
3. Do not expose animals to water or disinfectant. During cleaning, place all animals in separate holding areas or in carriers; animals should never be left in the cage or kennel. Make sure enclosures are completely dry before animals are returned to them.
  4. Clean the kennels and cages from floor to ceiling, and scrub cage doors and similar surfaces manually. It is false economy—and a potential source of infection—to clean the walls of a run only to the height of the dog inhabiting the run. If any one section of the shelter is left unsanitized, disease can be easily transmitted.
  5. The recommended daily cleaning routine is as follows:
    - a. Remove the animal from the run or cage and place him in a separate holding area or carrier, then remove bedding, toys, and all food and water containers.
    - b. Remove all solid waste such as feces and hair. Do not hose solid waste into the drainage system; rinse away only urine with water.
    - c. Wash enclosures using a high pressure sprayer, steam-cleaning machine, or long-handled, stiff-bristled scrub brush.
    - d. Using a scrub brush and a solution of detergent/disinfectant, scrub all surfaces within the enclosure including the floor, sides, resting board, top, and gate, according to specific manufacturer instructions.
    - e. Allow the solution to stand for at least 20 minutes (or the length of time recommended by the manufacturer).
    - f. Thoroughly rinse all surfaces with a steady stream of water (preferably hot).
    - g. Dry the run or cage as completely as possible using a squeegee or rag. If possible, ventilate the area prior to returning animals to it.
    - h. Clean and disinfect beds, toys, food dishes, and water bowls.
    - i. Clean and disinfect cat litter boxes.
    - j. Clean and disinfect the holding area or carrier after each animal has been removed.
    - k. Clean and disinfect the euthanasia room.
    - l. Clean and disinfect other areas used by animals.
    - m. Clean all areas used by the staff and public. Because bacteria can accumulate and lead to disease and odor problems, be sure to regularly clean and disinfect other areas, including the aisles, walls, and ceilings.

#### D. Euthanasia

The HSUS is committed to recommending only those methods of euthanasia that are painless and rapid and—to the fullest extent possible—that minimize fear and apprehension in the animal.

1. Euthanasia should be performed by the best-qualified and most-compassionate staff members, because no method is any better than the people who administer it. The facility should do the following:
  - a. Provide training for staff and regularly review and evaluate staff proficiency and attitude; and
  - b. Demonstrate awareness of the extreme stress of the task on those who perform it and make provisions to decrease this stress by all possible means.
2. Euthanasia guidelines are as follows:
  - a. The HSUS recommends the injection of sodium pentobarbital, prepared specifically for use as a euthanasia product, as the preferred agent for the euthanasia of companion animals. This method, when properly performed, has been found to be the most humane, safest, least stressful, and most professional choice by The HSUS, American



- Humane Association, National Animal Control Association, and American Veterinary Medical Association. The use of sodium pentobarbital is carefully controlled by federal and state laws and regulations.
- b. Carbon monoxide (CO), when in the form of compressed cylinder gas and delivered in a properly manufactured and equipped chamber, is a conditionally acceptable method of euthanasia for some animals. It is unacceptable to use CO for the euthanasia of dogs and cats who are under four months of age, or who are old, sick, or injured.
  - c. Carbon dioxide (CO<sub>2</sub>) is not acceptable for routine use in animal care and control facilities for euthanasia. However, a commercially manufactured chamber using compressed CO<sub>2</sub> may be acceptable for certain wildlife species.
  - d. The methods that The HSUS considers inhumane, disapproves of, and campaigns against include decompression, nitrous oxide, drowning, decapitation, cervical dislocation, pithing, exsanguination, electrocution, gunshot (excluding properly performed field euthanasia), air embolism, nitrogen flushing, strychnine, chloral hydrate, caffeine, nicotine, magnesium sulphate, potassium chloride, succinylcholine chloride (Succostrin, U-Tha-Sol, Anectine, Quelicin Chloride, Scoline Chloride), and any combination of pentobarbital with a neuromuscular blocking agent.
3. Animals should be checked carefully.
    - a. Animals who have been euthanized should be checked to make certain that their vital signs—breathing, heartbeat, and eye reflex—have stopped or that rigor mortis has set in.
    - b. Dead animals may be disposed of by incineration, burial in a landfill, or another method approved by the community.

### III. RECORD KEEPING AND MOTOR VEHICLES

#### A. Record Keeping

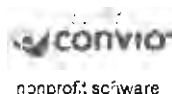
1. Paperwork should be prepared for every animal who enters the shelter. Paperwork should include the animal's description and any available information about his background. The records also should include notes on any veterinary or other special care the animal has received and a record of the animal's final disposition.
2. Each record should be numbered and filed so that shelter staff can easily retrieve the information and easily identify animals for adoption, reclamation, or euthanasia.
3. A cage card should accompany each animal throughout her stay at the shelter. The cage card should include the animal's record number, description, and other relevant information such as behavioral characteristics, and observations about health and temperament. Each animal should wear a collar or a collar-tag combination which includes the record number.
4. All animals should be counted at the start and at the end of each day, with the numbers recorded by species in a permanent journal. Each day, these totals should be balanced against the card records. A daily log should be kept to record animals received, adopted, euthanized, or returned to owner. In the records, animals should be classified according to species, sex, and age. (For example, separate adults from those under four months of age.)
5. Receipts for all fees (such as donations, impoundment fees, and adoption fees) should be kept by number and recorded daily, to be balanced against weekly bank deposits. (An inexpensive cash register that can be locked is a good investment.) Daily balances (including incoming and outgoing transactions) should be maintained.

**B. Motor Vehicles**

1. Each shelter should have an adequate number of vehicles for picking up animals, depending on the size of the community.
2. The vehicle(s) should provide the animals with safety, security, protection from the elements, adequate ventilation, and temperature control. Each animal must have a separate enclosure. Special enclosures should be available for sick or injured animals; these animals require special care and handling as well. There should be a separate compartment for dead animals if a separate vehicle is not available.
3. The vehicles serve as the agency's "field representation" and therefore should be a) clean and well-marked with the agency's name and phone number; b) operated safely at all times; and c) driven courteously.
4. Vehicles should be designed to make it as easy and humane as possible for animals to be loaded and unloaded.
5. Vehicles should be equipped with at least the following animal rescue equipment: dog and cat control poles; a net; leashes; a ladder; wire or fiberglass cages; portable cat carriers; a halter; head-and-tie ropes and slings for livestock; a stretcher; a tool kit; an axe; a shovel; a hammer; a crowbar; a flashlight; dog and cat food; muzzles; humane dog and cat traps; and first aid kits for both people and animals.
6. Vehicle drivers should be trained and prepared to give emergency care to injured or ill animals. Euthanasia should not be administered in the field unless an animal is suffering to such a degree that she is in need of immediate relief by euthanasia. In these cases, the vehicle driver should call a veterinarian to the scene when necessary. The HSUS considers killing by gunshot to be inhumane, except when it is performed properly as a method of field euthanasia in an emergency situation where safe, humane transport of the animal is not possible. A complete report to document the need for euthanasia should be prepared. As part of their job training, drivers should be guided by shelter policies, including guidelines from a veterinarian on how to make field euthanasia decisions.

*The Humane Society of the United States (HSUS) was founded in 1954 to promote the humane treatment of animals and to foster respect, understanding, and compassion for all creatures. Today its message of care and protection embraces not only the animal kingdom but also Earth and its environment. To achieve its goals, The HSUS works through legal, educational, legislative, and investigative means. The HSUS's efforts in the United States are facilitated by its nine regional offices; its worldwide outreach is supported by its global humane family of organizations.*

*The HSUS is not an umbrella organization for local humane societies, animal shelters, or other animal care and control agencies, nor does it have any legal or contractual relationships with such organizations. The HSUS publishes guidelines and recommendations for these organizations. For more information on shelter policies and procedures, please contact The HSUS's Animal Sheltering Issues staff.*



February 12, 2011

Mayor Michael Winters  
Commissioner Bill Bronson  
Commissioner Fred Burow  
Commissioner Mary Jolley  
Commissioner Robert Jones  
City Manager Greg Doyan

It is an honor and pleasure to write this letter of recommendation for AwRK on their proposal to the City of Great Falls to assume operations at the animal shelter. The individuals associated with AwRK are committed to the goal of operating the shelter as a no kill facility with 100% customer satisfaction. AwRK will operate the shelter as a model that all shelters in the state and region would be proud to emulate. Their commitment to the health, safety and welfare of animals will always be their trademark and I can assure you they will operate the shelter utilizing the best possible practices.

The current shelter has served the community for the past three and a half years with some success as well as some challenges. The percentage of euthanized animals remains a serious concern to many in the community. The philosophy and commitment of the individuals with AwRK will go a very long way to alleviating the number of animals killed each year and at the same time allow the community to have a sense of comfort knowing everything possible is being done to find homes for impounded animals. This in turn, I believe, will enable more community members to become active volunteers at the shelter. The success of AwRK will be shared with those who dedicate their time to work directly with animals and assist in the operation of the shelter. In the end the city will see a greater level of support by the community for the shelter and a better environment for our four legged friends.

I encourage your careful consideration of the proposal from AwRK. Please provide them the opportunity to make a positive difference in the lives of animals. Please allow AwRK the opportunity to make the Great Falls Animal Shelter the best in the state; a shelter that epitomizes the best of our city.

Sincerely,

A handwritten signature in black ink, appearing to read "Jan Cahill", written in a cursive style.

Jan Cahill  
746 33<sup>rd</sup> B Ave NE  
Great Falls, MT 59404  
899-1988  
macds@live.com

**Linda Metzger**

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**From:** "Nora" <norasbark1@bresnan.net>  
**To:** "Linda Metzger" <legm7481@live.com>  
**Sent:** Thursday, February 17, 2011 5:51 PM  
**Subject:** Fw: No Kill Animal Shelter

----- Original Message -----

**From:** Jan Cahill  
**To:** Nora  
**Sent:** Thursday, February 17, 2011 4:50 PM  
**Subject:** Fw: No Kill Animal Shelter

Nora

I think Mr. Halvorson sent this email to serve as a letter for the RFP.

Jan

**From:** kgpr radio  
**Sent:** Thursday, February 17, 2011 3:47 PM  
**To:** macds@live.com  
**Subject:** No Kill Animal Shelter

To Whom it may concern: My name is Tom Halverson. I have lived in Great Falls for 18 years. Before the city took over the animal shelter, I had volunteered to walk dogs. Over the years I have also adopted three dogs from the shelter. I also use to work for a local magazine called the Autochaser, and would visit the shelter and take pictures and gather bios in hope of getting the dogs adopted. A good friend of mine ( Jack Lagozo) currently walks the dogs every Saturday (almost) he has told me that on one occasion, staff at the shelter had told him that "volunteers are a pain in the ass." Currently the dogs do not get bathed down there. Jack has in the past brought dogs down to Bath Your Own Dog to give them baths ( he pays with his own money) in hopes of making them more attractive for adoption,( or at the least give them their last bath before their death) Current management has stopped this practice. They told jack that an officer would have to accompany Jack and they do not have the man power. ( Why the change in policy?) I also work for a radio station and in the past, the shelter would come in and try to adopt animals out over the air-waves. Under the present management they have stopped this process. I don't believe there is any outreach programs being implemented. Is there a community advisory board at the shelter? I was just there February 2<sup>nd</sup>, 2011 looking at a dog named "Bubba" in kennel # 16. The dog stunk and was oily and had been taken in on December 28<sup>th</sup>, 2010. After some initial confusion at the front desk to weather the dog was neutered or not and was a \$15 adopt out fee as opposed to \$80 ( I would think after having the dog a month they would know this.) When it was determined the dog was neutered, I was informed that it would cost me a \$15 refundable rabies vaccination. (Only \$15 to adopt a senior dog that maybe has a few years left in his life) I told them that I needed to think about it for a couple of days and would get back to them. In the meantime I was speaking with a friend who informed me that his friend had just lost his dog and may be looking for another. I told him about "Bubba" and he went down there Friday, February 4<sup>th</sup> and the shelter personal told him that Bubba was not neutered and it would cost him \$80 to adopt. Well needless to say the guy was surprised ( and so was I) and did not adopt the dog. That might have cost that dog his life. The staff seems friendly but overworked. Unfortunately it appears the current management is more interested in putting the dogs down each Thursday instead of out-reaching into the community. I'm sure it's more efficient, but maybe not what the "Shelter" stands for ( mission statement) I have noticed since the city took over that the place is a little cleaner, but you can go down there on any given day and tell that the kennels are not full. ( I realize you can't save them all but I question the

effort) One suspected practice although not proven) is they like to "clear out" ( euthanize) one side/row of the cages because it is easier to clean the kennels. (I had heard this theory from a volunteer at the shelter) Through my job profession the shelter has been invited to interview and I was told that they would only answer certain pre-screened questions. (Why the secrecy?) I had also offered to interview a past employee who declined because they were fearful of reprisal. They hardly ever use the kennels out-side to just let the dogs out once in a while. I would welcome new management and would personally like to be involved on an oversight committee if one were present or created. I just don't believe there is enough effort in getting the dogs adopted. In my opinion it is a Kill Shelter. It is a much more economically sound policy to run the shelter in this manner then to actually try to work with the community and attempt to have those dogs adopted. The only out-reach I here is public service announcements on public radio and its not the shelter implementing this . Of course you can visit their web-site also. It appears that they just rely on walk-ins and when you consider the delapatated condition of the building, how do you expect to adopt most of those animals out. I encourage the city to look/for at new management, the current system is not working. Your more than welcome to contact me if needed.. paraphrasing Gandhi. a communities morals and ethics can be best judged by the way they treat their animals ( I can't remember the exact quote but you get the point) thank you for your time and effort,

Sincerely,  
Tom Halverson

**Linda Metzger**

---

**From:** "Nora" <norasbark1@bresnan.net>  
**To:** "Linda Metzger" <legm7481@live.com>  
**Sent:** Thursday, February 17, 2011 4:21 AM  
**Subject:** Fw: Great Falls Animal shelter

----- Original Message -----

From: "Jan Cahill" <macds@live.com>  
To: "Nora" <norasbark1@bresnan.net>  
Sent: Wednesday, February 16, 2011 10:00 PM  
Subject: Fw: Great Falls Animal shelter

>

>

> -----

> From: "Barbara Purdy" <tobycat48@bresnan.net>  
> Sent: Monday, February 14, 2011 7:53 PM  
> To: <macds@live.com>  
> Subject: Great Falls Animal shelter

>

>> Dear Jan:

>>

>> I am writing this letter in support of AWRK to operate the Great falls  
>> Animal Shelter. The current shelter is in need of an administration that  
>> will create a welcoming and compassionate environment not only for  
>> people, but for the animals in their care.

>>

>> I propose that the following be implemented: a board of directors that  
>> will closely oversee the creation of the following: a strong core  
>> volunteer group that will socialize, walk, groom, foster or otherwise  
>> present these animals in a positive way to the public and hire personnel  
>> who will not only welcome the public but encourage and educate.

>>

>>

>>

>> Sincerely,

>>

>> Barbara B. Purdy  
>> 2208 13 St. SW  
>> Great Falls, MT

>>

>>

>>

Anita Wilke  
RezQ Dogs  
PO Box 83  
Dodson, MT 59524  
February 16, 2011

To Whom It May Concern:

My name is Anita Wilke. I am one of the co-founders of RezQ Dogs, an animal rescue organization in north central Montana. We strive to be a No Kill organization and our annual euthanasia rate is less than one percent. I have had the pleasure and honor to work with members of Animal Welfare Reform Cooperative since October of 2009.

AwRC was instrumental in helping our organization in dealing with a number of dogs we were able to rescue from a puppy mill/hoarder situation in October of 2009. AwRC provided extensive veterinary care for a number of these dogs, housed them and eventually found them new homes. Since then, we have worked together closely. AwRC also organized successful animal adoption fairs we participated in during which numerous animals were adopted.

During my interactions with AwRC, its members were extremely professional and competent. I have no doubt that AwRC has the resources, knowledge, expertise, and compassion to successfully run the Great Falls Animal Shelter as a No Kill operation.

Please feel free to contact me at 406-383-4473 or at [rezqdogs@gmail.com](mailto:rezqdogs@gmail.com) if you have any additional questions.

Sincerely,

Anita Wilke  
RezQ Dogs

**To whom it may concern,**

**I am writing you this letter in support of AwRC. I realize the group itself is relatively new, however I have worked on several occasions with its members and firmly believe this group of people has the competency and resources needed to successfully manage a shelter in a No-Kill fashion. AwRC is a group of highly motivated individuals who have always gone "above and beyond" for the welfare of companion animals. It is my belief that AwRC has the ability to run a facility in a manner that will make that facility a positive example to the rest of our state.**

**Thank you for your consideration,**

**René Brown**

**PAWS of Chinook, Pres.**



Linda Metzger  
32 Windy Ridge Lane  
Great Falls, MT 59404

Mailing Address: P.O. Box 7415, Great Falls, MT 59406

February 17, 2011

Re: Great Falls Animal Shelter

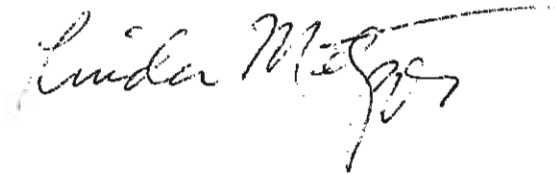
Dear Mr. Doyon, Mayor Winters, and Great Falls City Commissioners:

Here is the WIN-WIN-WIN solution for the City of Great Falls, for compassionate citizens, but most importantly, for the companion animals of our community: The awarding of the contract for administration of our animal shelter to the Animal Welfare Reform Cooperative ("ARC").

ARC is new, but those who comprise it are seasoned, dedicated animal rescuers and volunteers. ARC will be shepherded into its new role by people experienced in running this shelter, advised all along the way by legal and financial counsel, and guided by a tried-and-true animal sheltering blueprint.

If you haven't already done so, please log on to [www.PetitionOnline.com/826437](http://www.PetitionOnline.com/826437) and see the many signatures and comments of people who want our shelter improved. The Animal Welfare Reform Cooperative will achieve that improvement. The City and its residents will have an opportunity to experience genuine pride in accomplishing what's never before been done at our shelter: saving 90% or more pets' lives via the No Kill Equation.

Thank you.

A handwritten signature in cursive script that reads "Linda Metzger". The signature is written in black ink and is positioned below the typed text "Thank you."

Dear Commissioners:

I am writing because I strongly support the Electric City Animal Supports (ECAS) taking over the animal shelter. The way the existing shelter conducts business now is an absolute disgrace. When other shelters in the state are working hard to adopt out all healthy animals, the shelter in Great Falls has increased the number of animals it kills. Their euthanasia rate since the present director has taken over is appalling. This director and her staff have alienated the public, discouraged volunteers, refuse to work with legitimate rescue groups, and have done nothing in our community to encourage responsible pet ownership. There have been numerous spay neuter clinics over the last several years and the current shelter director and staff are noticeably absent. This shows their lack of concern for pet overpopulation in this community. A city shelter should be an active part of the community, not just a place to warehouse and kill animals. It is obvious that the director and staff are not interested in helping the unfortunate animals that come under their care. We desperately need a group that cares about animals to run the shelter as well as work to promote proper pet ownership in Great Falls and Cascade County. To reject a feasible proposal such as the one ECAS has prepared would be unconscionable. It is apparent that the City of Great Falls does not have an interest in running the shelter. I urge you to seriously consider their proposal and pass on the job to the ECAS, a group that wants to help animals. Let us make Great Falls and Cascade County a humane place for homeless animals.

Respectfully,



Debi Pace

Cc: City Manager Mr. Doyon

Mayor Winters

1-15-11

Dear City Commissioners,

Great Falls has been in dire need of a no kill animal shelter for many years. This is a perfect opportunity to give it a chance. It breaks my heart that so many animals are put to death each week. Please consider handing over the Great Falls Animal Shelter to Electric City Animal Supports (ECAS). I will help them in any way I can.

Very Sincerely,

Nancy Logozzo

1000 LOGOZZO  
100 4TH AVE N  
GREAT FALLS MT  
59401



HUMANIE SOCIETY OF CASCADE COUNTY  
1807 3rd St NW  
GREAT FALLS MT  
59404

Closed 2-16 10:37



To Whom It May Concern:

The Great Falls has been given a chance to allow the Humane Society of Cascade County and Electric City Animal Supports (ECAS) to take over its operations. Far too many animals are not getting adopted and are losing their lives as a result. I am strongly in favor of this action. I'm sure the many animal lovers in this community support it as well.

Sincerely,

Luella Ward

Lu Ward  
7405 Lower River RD 146  
Great Falls MT 59405



To  
Humane Society  
of Cascade County  
1807 3rd St W.  
Great Falls, MT  
59404

## CITY COUNCIL PRESENTATION

March 15, 2011

### ANIMAL WELFARE REFORM COOPERATIVE

Animal Welfare Reform Cooperative, Inc. (ARC) is a group of volunteers who have been working in animal welfare for years in this community; rescue, foster and adoption. We have worked with each other and other community members on many projects, worked with other rescue groups. We have volunteered at the shelter, with the Pet Paw-See and the Spay of the Falls. We formed this new organization because we believe it is time to bring the No Kill solution to Great Falls, and that this is the best method for management of the Great Falls Animal Shelter. No Kill is a comprehensive program of proven steps that brings save rates in shelters up to 90% in communities where it is in place. No savable animals are euthanized. Communities like Tompkins County, NY, which is very similar demographically to Great Falls, has boasted a 90% save rate every year for the past ten years. Ivies City, Utah has seen save rates as high as 98%, and the Humane Society of Western Montana in Missoula just announced a 98% save rate for 2010. These are only a few of the communities who are practicing the No Kill solution.

How do we make the No Kill promise a reality in Great Falls? We use local people and local resources to solve local problems. The Spay of the Falls has greater than 200 volunteers at each of their clinics. The people are out there, ready to work. It is a misperception that it costs more to run a No Kill shelter than a euthanasia-based one. The resources are here.

There are ten basic components to this program:

- 1.) Trap/ Neuter/ Release is the only proven method to control feral cat colonies. Feral cats are simply wild cats. Euthanizing these colonies does not work because more cats will move in. Once a colony is established it will not allow new cats in. Live traps will be available for community members who choose to take this project on for their neighborhood. Trained volunteers will be available to assist community members with instructions as well as safety guidelines. At least one volunteer will be assigned to a colony until the entire colony has been spayed/ neutered. The Pet Paw-See has already accomplished a complete spay/neuter of a colony in a trailer court in Great Falls. That population is now under control, and no animals were euthanized. The Spay of the Falls has offered their services to us at their twice yearly clinics.

- 2.) Large volume/low cost spay and neuter programs ensure the decrease of future shelter populations. The Spay of the Falls has done tremendous work in this area. They have had twice-yearly clinics since 2006 and have spayed and neutered around 4000 animals. ARC will provide low-income assistance spays and neuters on shelter animals. We will spay/neuter trapped ferals instead of euthanizing them. ARC will assure every animal that leaves the shelter is already spayed or neutered or on its way to the vet of the new owner's choice. An anonymous donor has started a spay/neuter fund for this purpose.
- 3.) Collaboration with rescue groups helps free up kennel space. The Pet Paw-See and Aurora's Mysticatz are model rescue groups in our area. They have indicated that they will assist when we assume operation. We are all quite familiar with how to find rescue groups. They will be evaluated either in person or by contacting nearby shelters before relying on them. Any legitimate rescue group who wishes to assume ownership of one of our animals will be welcomed. Animals can be transferred using the On The Road Again transport system run by Tina Gauthier in Cut Bank. Rescue groups will be charged a minimal adoption fee, if any. Animals will be spayed or neutered before transfer to a rescue.
- 4.) Foster homes help free up shelter space. We will begin early recruiting for foster homes so that on the first day of our operation, animals that need to be out of the shelter will have homes immediately available to them. But just as importantly, it gives us a place to help nurture kittens who need to be cared for outside of a shelter. Newborn kittens and puppies especially need different handling than can be provided in the shelter. Animals that are sick or injured can be hospitalized in foster homes and rehabilitated. Dogs with behavioral problems can be placed in appropriate foster homes with professional trainers to assist. Animals that we perceive have been in the shelter too long can be transferred to foster homes. These homes will first be interviewed by those from our organization who have experience to determine if the foster home is adequate. We will also ask Animal Control to visit these homes to determine if they qualify for multiple animal permits. We expect to also recruit foster homes from the county; they will also be interviewed by an ARC board member or the volunteer coordinator.
- 5.) Shelters can adopt their way out of killing. Statistics show that only 15% of dogs and less than 10% of cats are adopted out of shelters; there is much room for improvement. With the help of volunteers, we plan to make our hours more conducive to adoptions, by being open on Sundays and some extended evening hours. We will also be open for several hours on holidays as those are opportunities for special promotions. We will have on-going promotions to encourage adoptions of usually difficult to adopt animals, for example black dogs and cats.

Off-site adoptions are a great way to advertise and entice people to visit. The Pet Paw-See already has off-site adoption programs in place with experienced volunteers. Their founder has said that they are ready to assist when we assume operations. A private individual is obtaining a van to donate for mobile and off-site adoptions.

Currently the shelter does not participate on the Montana Pets on the Net website; this website showcases every shelter and rescue in the state. I have contacted the person who manages this and she will put the Great Falls Animal Shelter back on as soon as we are running the shelter. One of our founding members is a professional photographer and she, as well as others, will begin obtaining attractive pictures of our animals to be put on the website.

The Great Falls Tribune said they would continue the monthly, Sunday Adopt-a-Pet page. KFBB has committed to continuing the Sunday evening, Pet of the Week coverage. We hope to use other local TV and radio stations to advertise pets and on-going events.

Offering the opportunity to citizens and businesses to sponsor a kennel, crate, or individual animal, can help offset the cost of daily care, but also increases awareness of looking to the shelter for a new pet. All animals will be listed on Petfinder.com, which is the program used at the local PetCo store, where shoppers often look for adoptable animals.

We plan on creating a shelter with a positive environment for both humans and animals. Every adoption will be an event because another animal's life will have been saved. We want the shelter to be a place people want to go and can feel good about choosing just the one pet they want, knowing they are leaving the rest for assured adoption.

ARC has plans for an initial amnesty period, where owners can redeem their animal at no cost and take it home. We would like to waive adoption fees for the first several days, for eligible adopters who meet the screening criteria. We hope to ask local vets if they will give very low cost spays and neuters for those first days.

These are some of the plans in place to immediately save as many lives as possible. Our goal is to run the shelter at less than full capacity by highly motivational adoptions and promotions. We feel we need to have a leeway for any sudden influx of animals.

- 6.) Pet retention, helping people keep their pets, is one of the greatest ways to limit the shelter population. There are two ways to do this:
- For any animal that is brought to the shelter by the Animal Control Officer or a community member bringing in a stray, a volunteer Pet Detective will be sent out to search for the owner. Flyers will be posted and the neighborhood canvassed. All animals will be posted to the web site as quickly as possible so people looking for their animal might find it there. The goal is that any owner coming to reclaim their pet does not leave without it. If they cannot afford the impound fee, they will work with the office staff. Impound fees can be waived or reduced when deemed appropriate, or a billing system set up to help the person pay extended fees. Volunteering for the shelter for a period of time is also a way an owner can help pay his debt. In the end, the pet belongs at home.
  - ARC wants people to look to the shelter as a place for help. We are planning a Pet Helpline. If people are having a problem with their pet, they can call and will be

connected with the right person to help solve the problem. This way people will not reach the end of their patience, and feel their only option is to bring the animal to the shelter.

- 7.) Medical problems will be assessed and treated by a veterinarian. Being sick is not a reason to be euthanized. Dr. Gilligan has committed to continuing on as the shelter vet. Under his discretion, if an animal is too injured or too ill to be humanely treated, then merciful euthanasia is acceptable. Otherwise animals will be treated for illnesses and injuries. A special fund has already been established by an unnamed donor for extraordinary medical problems. This fund will be a place that donors can earmark money so they know that their money is going to treat savable animals, and helping make them available for adoption. We feel that people are more likely to donate money when they can control where their funds are allocated. The issue of dealing with behavioral problems is being addressed. Some of these animals will need to go to foster homes to be worked with and rehabilitated until they are ready for adoption into their permanent home.
- 8.) This is the community's shelter and we will treat it as such, we are merely in charge of its care. We are there to serve this community. One of the hallmarks of a No Kill shelter is the transparency of operations. Budget and the animal census are public information. People will come to see us at a safe haven for temporarily homeless animals. We believe the community is ready for this change and the enthusiasm we have witnessed so far supports that. Not only will we treat the public with the utmost care and consideration, but we want the employees to enjoy coming to work. We know from our own experience that if we can create a great work environment, the employees can perform their job of saving lives better.
- 9.) I've mentioned volunteers many times, ARC plans to begin recruitment of volunteers as early as possible. Volunteers are the backbone of a No Kill shelter; they are needed in all aspects of shelter work. A volunteer coordinator will train these volunteers both in their activities but also in safety practices. We will adhere to industry standards as defined by OSHA guidelines. We see that the community is full of people who would love to volunteer at a shelter that is dedicated to the good work of saving lives. Helena's volunteer coordinator has offered to come assist us in beginning our volunteer programs; she is in charge of a large program of over 200 people at the Lewis and Clark Humane Society. Part of this program is plenty of animal enrichment, which requires a large amount of man power. Dogs need to be exercised off-leash several times daily and engage in multi-dog play groups. Animals need to be bathed and groomed to increase their chances of adoption. Creative play needs to be provided. We want animals in our shelter to experience a good time while they are with us. There cannot possibly be enough staff to do this. Our staff will be there to supervise and assist volunteers. We will maintain an actual schedule of volunteers so we know there will be a steady stream to accomplish the tasks of providing a superior temporary living environment for the shelter animals.



- 10.) The most important piece to this program is the Shelter Director. In all communities where No Kill is working, the only common denominator for success has been a director committed to this program. It is not required that this individual have previous shelter managing experience, as the No Kill Model is an advanced method of sheltering animals not founded in current techniques. Although basic HSUS standards of care are adhered to, as has been previously described, the No Kill Model goes beyond this. There will be high demands on this person; we expect that hours will be long especially in the beginning. There will be holiday hours. We believe that a good director leads by doing. This person, working with the founding members of this working board, will implement all of the aforementioned components. The Director will have the full support of this board. We want to create a congenial and comfortable relationship with the Director, so that they can do the job and have readily available assistance from the board at all times.

## SHELTER OPERATIONS

We can make this program work; it must remain on-going and viable. A sound fiscal approach is necessary to support this program long-term. One of our founding members has a background in accounting and Tom Cave has agreed to provide ARC with professional accounting services. We are a non-profit corporation, with our tax exempt status pending. Standard practices for fiscal responsibility for non-profits will be observed.

ARC will operate the animal shelter in accordance with guidelines in the Request for Proposal regarding insurance. We will purchase Workers' Compensation, general liability, and property insurance.

Thanks to volunteers, we will be able to extend our hours of operation. We will be open Friday, Saturday, Sunday, and Monday, from 12:00pm to 5:00pm, and on Tuesday and Thursday from 12:00pm to 7:00pm, and closed on Wednesday.

We will make arrangements for law enforcement personnel to be able to deliver animals to the shelter 24 hours a day. Someone from the shelter will be available 24 hours a day by cell phone. This will most commonly be the Director.

Animals will be held 96 hours before they become available for adoption, giving owners more time to find their pet.

We anticipate needing one Shelter Director who will be an exempt employee, four kennel technicians, and two office staff personnel. Another employee will assist as needed in the kennel area and with the grounds upkeep. We will also be hiring a Volunteer Coordinator, who will be an independent contractor, on a part time basis initially.

## FUNDRAISING

Adoptions and impound fees do not make money. The budget is sufficient to operate the shelter. But fund raising and donations are needed to fuel the animal enrichment programs and advance adoption programs. We have received a private donation of \$5,000 for the spay/neuter fund, and another \$5,000 for extraordinary medical needs. Creating specific funds allows people to determine where their donation should go. We will be seeking individuals who have those special skills for fundraising. A membership drive and mailings are additional ways to bring in donations. Volunteers will be welcomed to spearhead and assist in these activities. We will request donated items as the need arises. Reduced cost on materials to enlarge the fenced dog areas, and build an outdoor cat area (animal enrichment projects) would also be requested. We have contacted Hills Science Diet and will continue to take advantage of their food program.

ARC has a professional and successful grant writer who has volunteered her services. We also plan to look into the possibility of using the Thorndike bequest money for animal enrichment programs.

The No Kill Model has worked in many other communities nationwide regardless of demographic details. It can work in Great Falls. ARC will be the leader in the comprehensive implementation of these programs and services. We believe it is the best resolution to the continuing management of the Great Falls Animal Shelter.

## Animal Welfare Reform Cooperative

### Board Members

Nora Norum M.D. is a family practice physician at the City County Health Department. She has been involved in animal welfare for the last 7 years in Great Falls; foster home for dogs, adoption fairs, assisted in spay/neuter clinics, volunteered at the shelter and volunteered with the Pet Paw-See.

Lisa Hudecek has been a flight respiratory therapist with Benefis Healthcare for 21 years. She has lived in Great Falls since 1987. She has worked with the Spay of the Falls, and been the team leader for the cat spay/neuter since the clinics inception. Lisa is also involved with the Pet Paw-See as a foster home and school educator.

Rowdy Gillen was born and raised in Great Falls. He has a degree in diesel mechanics from UTI in Phoenix, AZ, currently working at I-State Truck Center. Rowdy runs a local non-profit rescue, Aurora's Mysticatz, with his wife. He has volunteered previously with the Pet Paw-see, helped at Adoption Fairs, and is the leading cat wrangler in his field.

Crystal Gillen was born and raised in Great Falls, has a background in accounting, is a Certified Medical Coder, and will receive her degree in Computer Graphic Design in April. Crystal has been in animal rescue for over 25 years, and has fostered for both the Pet Paw-see and the Great Falls Animal Shelter previously. She currently runs Aurora's Mysticatz with her husband.

Animal Welfare Reform Cooperative  
Adjusted Annual Budget

**REVENUE**

Licenses	22,500.00
Impoundment Fees	27,000.00
Adoption Fees	52,000.00
Cremation Fees	12,500.00
MAFB	630.00
Cascade County Fees	1,250.00
Contract with City of Great Falls	333,200.00
<b>Total Revenues</b>	<b>\$ 449,080.00</b>

**EXPENDITURES**

**Personnel Services**

Operations Director	55,000.00
Volunteer Coordinator	12,000.00
Kennel Technicians (4)	83,200.00
Office Assistants (2)	44,720.00
Kennel/Grounds Keeper	19,760.00
Payroll Taxes	22,300.00
Workers' Compensation	11,000.00
Benefit Package	38,400.00
<b>Total Personnel Services</b>	<b>286,380.00</b>

**Other Expenditures**

Supplies/Materials	66,000.00
Purchased Services	43,000.00
Travel/Training	2,000.00
Insurance	4,000.00
Small Office Fees	2,500.00
Equipment/Furniture	4,000.00
Accounting Fees	5,000.00
Website	1,200.00
Guardian Angel Fund	30,000.00
Marketing/Promotion	5,000.00
<b>Total Other Expenditures</b>	<b>162,700.00</b>

<b>Total Expenditures</b>	<b>\$ 449,080.00</b>
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## **Questions for the Animal Welfare Reform Cooperative, Inc.**

1. Share with us your organizational plans for the Animal Welfare Reform Cooperative. We understand that you are a relatively new organization, are you currently or do you plan to be a recognized 501-C-3 organization?

ARC was formed in early February 2011. We've just recently welcomed our fifth board member, Joe Loncki, CFO of the Catholic Diocese of Montana, who will share his extensive business experience with us. We plan to have at least seven board members. If awarded the contract to run the shelter, we will hire an executive director and seven other employees. Our organization is a non-profit corporation with the State of Montana (Incorporation Date: March 2, 2011), Tax ID#: 27-5197743, and our 501(c)(3) application is in process.

2. What other local organizations does your organization plan to have partnerships with, such as the Animal Foundation or the Humane Society?

ARC members and supporters have worked cooperatively with several local and regional animal welfare organizations including: *Spay of the Falls*, the *Humane Society of Cascade County*, the *Pet Paw-see*, *Aurora's Mysticatz*, *On the Road Again* of Cut Bank, *RezQ Dogs* of Dodson, *PAWS* of Chinook, and *Help for Homeless Pets* in Billings. We're confident we can continue these productive relationships. In addition, we'll utilize the informational resources of the No Kill Advocacy Center in Oakland, California.

3. The proposal makes reference to maintenance repairs. Can you please clarify for us what type of repairs you are expecting or may be requesting?

Last year, when the City announced it would not partner with the Animal Foundation, and again when the Thorndike gift was announced, Commissioner Burow was quoted in the Great Falls Tribune as saying there were problems with the existing shelter's structure that needed repair. To the best of our knowledge, some or all of these problems are still in need of remedy.

4. The RFP makes reference to the City paying your utility bills, is there a reason for this? Normally tenants are responsible for their own utility payments, where landlords are responsible for maintaining the building and structural elements.

The City is aware of "pass-through" costs. If ARC pays utilities, it would have to request an increase in the amount of payment from the City. It would save time and be more cost-effective to not have the City pay ARC, only to be followed then by ARC having to repay the City.

5. Is your organization willing to provide the City with an independent annual audit?

Yes

6. The proposal talks about adoption and discusses animals being adopted by the public as well as placed with 501-C-3 rescue groups or in foster homes.

- Who will make the determination that these are legitimate or safe places for the animals?

Experienced volunteers will interview and assess all potential rescues and foster homes for appropriate placement of pets. In the city, we'll ask Animal Control to visit and determine if the home qualifies for a multiple-animal permit; outside the city limits, we will assess the home setting and verify with the sheriff's office that there are no public nuisance or animal cruelty complaints against the party.

- Who takes on the liability if the animals or the new owner is injured or hurt while in the care of a rescue group or foster home?

A rescue group assumes ownership of the animal, which would include any liability situations. Foster home volunteers will be covered by ARC's liability insurance. All will be required to sign a standard Hold Harmless Agreement.

7. The proposal states that the shelter shall not be overpopulated – how will your organization ensure that this doesn't happen when you have an open-admission policy and a no-kill/low-kill program?

Please revisit ARC's written presentation, given by Nora Norum during the March 15<sup>th</sup> Work Session; particularly paragraphs 2 through 5.

8. Who will maintain the license to administer euthanasia?

Timothy Gilligan, D.V.M.

9. Does your organization plan to insure volunteers, since they will be bathing and grooming dogs and cats and those activities are at a higher risk for injury?

Yes, volunteers will be covered by workers' compensation insurance, as well as general liability insurance. All will be required to sign a standard Hold Harmless Agreement.

10. Share with us your organization's staffing plan for the shelter. What formal training, certifications or experience does your staff have now or plan on receiving?

ARC will encourage current shelter staff to apply for positions, and hopes to hire several current staff members. Two board members have attended Webinars sponsored by the No Kill Advocacy Center. One board member attended the national No Kill Conference in Washington, DC last year; this year two will attend the national conference. ARC will work to raise funds sufficient to send at least one employee to each annual No Kill Conference. At a minimum, we will follow the City's current policy on training and certification.

11. Let's discuss your budget:

- There appears to be an error of \$77,010 in the expenditure section, can you clarify?

Yes, we neglected to include line items for payroll taxes and the employee benefits package. Our budget has been reviewed and the necessary adjustments have been made. A revised proposed budget has been submitted, partly based on information from the current shelter budget. We regret the initial oversight.

- The proposal mentions wanting to hire a volunteer coordinator but it isn't included in the budget at this time. At what point in the future will this position be added?

In our corrected budget, we have included \$12,000 for a part-time volunteer coordinator which would be a contracted employee. They would be hired before ARC assumes shelter administration. If we're permitted to use approximately 4% of the Thorndike bequest each year, that will cover this expenditure while allowing the bequest to retain enough earnings to continue to grow the principal.

- Fundraising and donation revenues are not included in the budget. Are there plans to develop and implement these types of activities?

Please refer to page 6 of our written presentation. We have not included fundraising and donation revenue in the basic budget at this time because we are a new organization. As our work becomes familiar to the community, we anticipate a donation stream that will allow ARC to become less dependent on city funding in the future.

12. How will your organization measure the success of the no-kill/low-kill program?

ARC will keep detailed records of the disposition of every animal taken in by the shelter. The No Kill Program can save up to 90% of shelter animals.

13. What is your organization's plan for placing animals in foster homes?

- How will your organization deal with homes with multiple animals, placing animals in homes outside the City's jurisdiction?

Please see response to Question #6.

- Will the animals be spayed and neutered before they leave the shelter and placed in foster care?

Yes

14. Will your organization be contracting with a local veterinarian?

Yes. Dr. Timothy Gilligan

15. What type of complaint resolution process will your organization be using at the shelter and how will that be communicated with the City?

- Complaints about animals outside the shelter (nuisance barking, dog at large, etc.) will be referred to an Animal Control Officer if within city limits. If outside city limits, the complainant will be referred to the sheriff's office.

- The shelter director will be the contact person for complaints concerning shelter staff or other shelter problems, and if warranted, will write an internal memorandum.

- Complaints concerning the shelter director will be handled by the board.

- ARC will provide a summary of complaints and their resolutions to the city commission either upon request or at regular intervals.



## **Animal Welfare Cooperative (ARC)**

- **Management & Operational Plan.**
  - Will have a working board
  - Currently a group of volunteers, seeking 501-C3 status
  - Proposing to have a shelter director and a part-time volunteer coordinator
  - 4 kennel technicians, 2 office assistants and a kennel/groundskeeper
  - ARC will encourage current shelter staff to apply for positions and hopes to hire several current staff members.
- **Experience**
  - No previous experience operating a shelter
  - Key players do have experience with animal rescue and adoption
  - Key players have strength in coordinating volunteer programs
  - Passionate about animals and No-Kill programs/philosophy
  - No previous experience with facility management
- **Volunteers**
  - Strong background in volunteer coordination
  - Strong ties to volunteer programs in the community
  - ARC states that “Volunteers are the backbone of a No-Kill shelter” and are needed in all aspects of shelter work
  - Desire to have a strong volunteer program at the Shelter to help with the operations
  - ARC will hire a part-time volunteer coordinator to coordinate and train all volunteers
  - Regional partnerships – Spay of the Falls, Pet Paw-See, Humane Society of Cascade County
- **No-Kill/Low Kill Shelter**
  - Will implement the No-Kill Model
  - While the partnerships and programs they are proposing are well intended, a the part-time board, may need to focus priorities and efforts on the logistics of running the shelter, versus implementing programs like the feral cat trap neuter release program, low cost spay/neuter program, rescue groups, foster care, adoption programs, medical and behavior programs, etc...
- **Goals & Long Range Objectives**
  - The proposal only focuses on the goal and objective of implementing the “No-Kill-Model” at Great Falls Animal Shelter.
  - No other long range goals are stated
- **Financial Needs**
  - Requesting a contract of \$333,200 with the City of Great Falls
  - Adoption Fees changed quite a bit from the original budget and the revised budget
    - From \$15,000 to \$52,000
  - Total Annual Expenditures of \$449,080
  - They are also requesting the City pay for monthly utilities; the gas and electricity average between \$1,400 to \$1,800 a month if you would include water, sewer, and garbage in this total, you would need to add another \$125 a month. This would add at least an additional \$24,000 on to the contract.
  - They are also requesting to use the Thorndike bequest money for animal enrichment programs.

- **Process Improvements**
  - Extend hours of operation; Friday, Saturday, Sunday and Monday from 12 p.m. – 5 p.m. and on Tuesday and Thursday from 12 p.m. to 7 pm. And closed on Wednesday.
  - Animals will be held 96 hours before they become available for adoptions, giving owners more time find their pet.
  - Proposing a grievance policy (no details provided).
  - ARC states that complaints concerning the director will be handled by the board and that ARC will provide a summary of complaints and their resolution to the City Commission either upon request or at regular intervals.
  
- **References**
  - Included letters of support from a number of local residents
  
- **Humane Guidelines**
  - Listed a number of guidelines that they would follow including those set forth by HSUS and UC Davis-Koret.

## **Animal Pet Association (APA)**

- **Management & Operational Plan**
  - Marcie Sapp has been authorized to stay at the shelter as long as necessary to provide ongoing management for no less than 5 years
  - APA's executive director, Richard Werner will be personally involved on a limited basis to insure a successful operation
  - During their presentation they indicated at least three APA staff members would be involved in the on-site operations.
  - Will have a vet tech, certified and experienced kennel techs.
  - They will interview current shelter staff to fill positions.
  - Will work with any ethical, professional organization that will benefit the mission of the Great Falls shelter.
- **Experience**
  - APA was founded in 1991 for the purpose of bettering the lives of companion animals and their owners. They work with hundreds of humane agencies in every area of operations from daily ongoing relationships to one time assistance – databases, dry erase kennel cards, employee id badges, arranged discounts for pet foods, fundraising programs, procedures for employees, etc.
  - APA founded the Society for the Protection of Companion Animals (SPCA) in 2011, the Great Falls Shelter will be the first shelter operation for the organization. No previous shelter operation experience.
  - They are a non-profit, non-stock corporation that works in cooperation with local governments.
  - Governed by a board of directors who serve five years terms
- **Volunteers**
  - The primary functions of the shelter will be completed by paid staff, volunteers would not be used for daily operations
  - Their volunteer program would focus in two areas:
    - Extra services for pet care including walking, exercising and day-out programs (socializing of animals)
    - Community involvement (way to get community members involved in the shelter)
- **No-Kill/Low Kill Shelter**
  - The goal of the APA/SPCA is to operate a no kill or low kill shelter through:
    - Community education – school programs, community involvement
    - Proper humane care of the pets
    - Networking and pet placement
    - Senior pet programs
- **Goals & Long Range Objectives**
  - To make the Great Falls Animal Shelter the model for humane shelters nationally.
  - To use local work force - properly trained and supported by the APA management team.
  - To house the animals and treat them with humane and compassionate care.
  - To reduce euthanasia by 90% the first year.
  - To establish a fundraising program to reduce the depending of funding by local government
    - (1<sup>st</sup> year reduce by 10%, ultimately reduce city funding by 40%)
  - Community Education and Involvement – offer and fun and rewarding volunteer program

- Education and Public Awareness Programs – school programs, advertisement, community activity and fundraisers
- Support local leash laws
- Promote Responsible Pet Ownership
- **Financial Needs**
  - Requesting from the City \$321,516 a year
  - Fundraising is a high priority for the APA, they set a goal of raising \$5,000 a month through fundraising efforts – claim to have extensive fundraising experience
  - APA will donate to any APA SPCA shelter up to \$100,000 in Guardian Membership for fundraising use.
  - Their goal is to operate the shelter at the least possible burden to the City of Great Falls; keep costs low while looking to increase funding through fundraising and other means
  - The APA is able to internally handle all computer, network, internet, web presence, phone system, security, accounting and purchasing needs.
- **Process Improvements**
  - Increase adoption rates, reduce euthanasia
  - APA is able to provide:
    - Fundraising, computer systems, networks, databases, phone systems, fleet vehicles, containment systems, building appearance and cleanliness, staff training and customer service level, animal care and treatment, community relations, shelter and rescue networking, record keeping
  - All complaints will be recorded and staff will be trained to handle minor complaints, more serious issues will be handled by the director. Serious issues will be immediately reported to the City. The complaint log book will be available for inspection by the City at any time.
  - APA will institute procedures to ensure outstanding customer service and professionalism – name tags, feedback cards and follow up with adoptees.
- **References**
  - APA has over 20 years of experience
  - Included a letter of reference for Marcie Sapp from the Chief Operating Officer of the APA
- **Humane Guidelines**
  - They follow the HSUS Guidelines for Shelter Policies - included in their general operational plan for the shelter– customer service, daily operations, hours of operation, animal care and housing, adoptions, euthanasia, record keeping, programs, spay/neuter efforts, cruelty investigation, humane education, volunteers and personnel.

**Animal Control Revenues and Expenditures versus Proposal**

	Fiscal Year 2008 Actuals	Fiscal Year 2009 Actuals	Fiscal Year 2010 Actuals	FY 2011 Amended	Animal Welfare Reform Cooperative Proposal	American Pet Proposal
<b>Animal Shelter Revenues</b>						
Animal licenses	\$47,245	\$47,302	\$44,384	\$43,000	\$22,500	
Animal impoundment fees	\$28,546	\$43,206	\$34,797	\$40,000	\$27,000	
Adoption fees	\$24,819	\$28,282	\$27,225	\$30,000	\$52,000	\$36,000
Cremation fees	\$19,241	\$41,733	\$38,893	\$36,000	\$12,500	\$30,000
Animal control contract - Cascade County	\$655	\$3,050	\$990	\$2,840	\$1,250	
Animal control contract - MAFB	\$500	\$1,253	\$0	\$1,260	\$630	
Guardian angels	\$5,463	\$3,050	\$2,760	\$3,000		
Animal donations	\$5,306	\$9,965	\$10,190	\$5,500		\$66,000
Animal control - misc	\$24,863	\$22,062	\$22,095	\$700		
Animal control fines	\$9,145	\$15,431	\$9,830	\$10,000		
Contract with City of Great Falls					\$333,200	\$321,516
<b>Total operating revenue</b>	<b>\$165,782</b>	<b>\$215,335</b>	<b>\$191,164</b>	<b>\$172,300</b>	<b>\$449,080</b>	<b>\$453,516</b>
<b>Animal Shelter Expenditures</b>						
Personal services	\$253,856	\$384,507	\$405,808	\$476,494	\$286,380	\$256,512
Supplies & materials	\$63,566	\$45,464	\$62,062	\$61,678	\$66,000	\$86,676
Purchased services	\$95,943	\$60,024	\$38,133	\$55,610	\$43,000	\$55,608
Travel & other	\$6,879	\$1,025	\$2,033	\$12,000	\$2,000	\$3,600
Fixed charges	\$3,333	\$2,828	\$2,454	\$5,000		\$5,004
Other	\$1,539	\$941	\$37	\$0	\$47,700	\$24,000
Central insurance	\$0	\$12,297	\$12,859	\$12,231	\$4,000	\$6,000
Vehicle & equip maint	\$7,177	\$7,239	\$9,699	\$11,000		\$4,200
Other internal service charges	\$0	\$0	\$14,602	\$11,911		\$11,916
<b>Total operating expenditures</b>	<b>\$432,293</b>	<b>\$514,323</b>	<b>\$547,687</b>	<b>\$645,924</b>	<b>\$449,080</b>	<b>\$453,516</b>
Capital outlay (\$18,000 veh/\$22,000 crem)	\$0	\$0	\$0	\$80,000		
<b>Total expenditures</b>	<b>\$432,293</b>	<b>\$514,323</b>	<b>\$547,687</b>	<b>\$725,924</b>	<b>\$449,080</b>	<b>\$453,516</b>
<b>Total revenues over (under) expenditures</b>	<b>(\$266,511)</b>	<b>(\$298,988)</b>	<b>(\$356,523)</b>	<b>(\$553,624)</b>	<b>\$0</b>	<b>\$0</b>

\$30,000 carryover

The Fiscal Year 2007 subsidy to the Humane Society was \$115,000.  
On Average Expenditures are 50% Animal Control/ 50% Shelter.

Direct Cost to City	\$333,200	\$321,516
Utilities	\$24,000	
<b>Total Direct Cost to City</b>	<b>\$357,200</b>	<b>\$321,516</b>
<b>Revenue City Would Keep (to offset cost):</b>		
Fines	-\$10,000	-\$10,000
Licenses	-\$22,192	-\$44,387
Cascade County/ MAFB Cremation	-\$2,050 -\$18,000	
<b>Total Estimated Cost to City for Animal Shelter</b>	<b>\$304,958</b>	<b>\$267,129</b>
<b>Cost to City for ACO</b>		
ACO Personal Budget	\$201,967	\$201,967
Vehicle & Gas	\$11,000	\$11,000
Central Ins	\$4,364	\$4,364
Other IS	\$4,440	\$4,440
Training	\$4,363	\$4,363
Miscellaneous Supplies	\$4,000	\$4,000
<b>Total estimated ACO Cost</b>	<b>\$230,134</b>	<b>\$230,134</b>
<b>Total Animal Control Costs</b>	<b>\$535,092</b>	<b>\$497,263</b>

	Fiscal Year 2008 Actuals	Fiscal Year 2009 Actuals	Fiscal Year 2010 Actuals	FY 2011 Amended
<b>Full Time Equivalent's (employees authorized):</b>				
Operations Manager	1.0	1.0	1.00	1.00
Kennel Tech	5.0	5.0	4.00	4.50
Animal Control Officer	4.5	3.5	4.00	4.00
Clerk	1.0	1.0	1.00	1.50
Admin Assistant	1.0	1.0	0.00	0.00
	<b>12.5</b>	<b>11.5</b>	<b>10.00</b>	<b>11.00</b>



**Item:** Ordinance 3074 to rezone Lots 1A1 and 1B2, Mount Olivet Addition, Section 17, Township 20 North, Range 4 East, P.M.M., Cascade County, Montana known as The Grandview at Benefis

**From:** Jana Cooper, RLA, Planner II, Planning and Community Development

**Initiated By:** Benefis Health System, Property Owner and Developer

**Presented By:** Mike Haynes, AICP, Director of Planning and Community Development

**Action Requested:** City Commission accept Ordinance 3074 on first reading and set a public hearing for May 3, 2011, to consider adoption of Ordinance 3074

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**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (accept/deny) Ordinance 3074 on first reading and set a public hearing for May 3, 2011.”

2. Mayor calls for a second, discussion, inquiries from the public, and calls the vote.

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**Zoning Commission Recommendation:** At the conclusion of a public hearing held on February 22, 2011, the Zoning Commission passed a motion recommending the City Commission rezone Lots 1A1 and 1B2, Mount Olivet Addition to PUD Planned unit development district to The Grandview at Benefis subject to fulfillment of the conditions of the staff report.

Staff recommended the Zoning Commission approve the rezoning of the property from PLI – Public lands institution to PUD – Planned unit development. One citizen spoke as an opponent of The Grandview at Benefis, no one spoke as proponents and three provided general comment.

**Background:** The ±42.9 acre subject property is generally located at 18th Avenue South & 29th Street South. The developer is requesting approval of a rezoning of the subject property from PLI - Public lands and institutional to PUD - Planned unit development. The proposed PUD is broken down into three zones that consist of a variety of uses for a Continuing Care Retirement Community. These uses will offer several levels of health care on one campus including the following accommodations:

Independent Living Community: residents who live on their own and do not need personal assistance.

- Up to 160 apartments. The apartment buildings will be three stories above grade with structured parking on a level below grade.
- Up to 36 independent living detached homes ranging from 1,250 to 1,660 square feet plus attached two-car garages.

Assisted Living Community: for people who require help with the activities of daily living.

- Up to 96 studio or one-bedroom apartments in multi-unit apartment buildings.

Special Care (memory impaired):

- Up to 16 units, attached or free standing households.

Skilled Nursing Households:

- Up to 48 beds, skilled nursing households surrounding a central atrium or are free standing.

Adult Day Care:

- Adult day care is a planned program of activities designed to promote well-being through social and health related services. The adult day care center is proposed in Zone 2 of the PUD.

The intent of the proposed PUD is to provide housing and related facilities to serve the needs of people age fifty-five (55) years and older. The PUD divides the site into three zones in order to establish varying densities and mix of housing types that will meet the needs of the residents.

The proposed uses and development standards for each zone are broken down as follows:

**Zone One:** Zone One is comprised of approximately 12.8 acres and is generally located in the northwest corner of the site. The primary uses include Nursing Care, Special Care (memory support) and Assisted Living. The standards for zone one include:

- Maximum Dwelling Units per Acre: 14 units per acre
- Minimum Property Setback: 80 feet
- Minimum Internal Building Setback: 20 feet
- Maximum Building Coverage: 35 percent
- Off Street Parking Requirements: 1 space per 5 nursing beds and 1 space per employee per shift.
- Maximum Building Height: 45 feet

**Zone Two:** Zone Two is comprised of approximately 16.7 acres and is generally located in the center of the site. The primary uses include Multi-family Apartment Building and Community Commons Building. The standards for zone two include:

- Maximum Dwelling Units per Acre: 12 units per acre
- Minimum Property Setback: 150 feet
- Minimum Internal Building Setback: 15 feet
- Maximum Building Coverage: 20 percent
- Off Street Parking Requirements: 1.25 spaces per apartment 1 space per 200 square feet of net assembly, dining and activity space and 1 space per employee per shift.
- Maximum Building Height: 56 feet for the Apartment building and 45 feet for the Community Commons building.

**Zone Three:** Zone Three is comprised of approximately 13.4 acres and is generally located in the south of the site. The primary uses include detached one-story single family homes. The standards for zone three include:

- Maximum Dwelling Units per Acre: 3 units per acre
- Minimum Property Setback: 60 feet
- Minimum Internal Building Setback: 20 feet
- Maximum Building Coverage: 25 percent
- Off Street Parking Requirements: 2 car garage per each detached dwelling unit and a driveway large enough to park 2 cars without blocking sidewalks.
- Maximum Building Height: 28 feet

The Grandview at Benefis is adjacent to 29th Street South and 18th Avenue South both streets are paved and have curb and gutter. The developer will be required to provide engineering drawings that complete and bring these roads into compliance with City Standards.

The internal streets of the proposed PUD are planned to be privately owned and maintained. The streets are 28' wide back of curb to back of curb; allowing one driving lane in each direction and parking on one side of the road. The drive lanes in areas with perpendicular parking are proposed to be 24' wide.

In order to provide for effective east-west movements through the area, as well as to serve the residents, employees and visitors to the project for the proposed PUD, it will be necessary to construct an east-west roadway through the area. In the original Medical District Master Plan 18<sup>th</sup> Avenue South was proposed as an east-west connection, the developer has declined to provide an eastern extension of 18th Avenue South through the subject property. Therefore the developer and/or property owner will be required to enter into an agreement with the City of Great Falls to acquire, design and construct the easterly extension of 15th Avenue South from its current end east of 29th Street South to 14th Avenue South at 32nd Street South, as shown on the Minor Plat titled, "First Addition to Great Falls Clinic Addition." This connection was also proposed in the original Medical District Master Plan, see attached portion of the plan.

The existing City water main (12-inch) shall be relocated as necessary, extended to the south of property and built to City standards. The City sewer main (8-inch) shall be extended to the south of property and built to City standards. The proposed PUD indicates multiple retention/detention basins to be provided on site. Detention Pond overflow will ultimately be piped to the existing 26th Street South storm drain. Any new storm drains that are constructed in existing public right-of-way will be publicly owned. New storm drains and laterals that are constructed within the boundaries of the PUD will be owned and maintained by the property owner.

The developer is required to meet all City code requirements for Landscape, Signage and Lighting for the proposed project; all will be subject to review by the Design Review Board.

Neighborhood Council Input: Grandview at Benefis gave two presentations to Neighborhood Council 5 and one to Neighborhood Council 6. The following is the feedback that has been received from these Councils:



- Employee/visitor on-street parking on or near 14<sup>th</sup> Avenue and 25<sup>th</sup>/26<sup>th</sup> Streets is congesting those streets
- One access in and out of Grandview would be problematic in the case of an emergency—from a citizen who is a member of the Citizens Emergency Response Training
- Increased traffic in the medical area has also increased use of streets in the Council 6 area which has some gravel roads and limited east/west through streets. Also the development will increase travel on County road 24<sup>th</sup> Avenue South, which is a substandard road.
- The potential closing of 11<sup>th</sup> Avenue South from 26<sup>th</sup> to 28<sup>th</sup> Streets would further inhibit east/west travel and would confuse emergency room access.
- Some residents are counting on the east/west connection that would be created on 15<sup>th</sup> Avenue South, which does not exist currently.
- Several 32rd Street residents have expressed concerns with dust/erosion controls during construction and storm drainage issues on the east side of the development adjacent to Mountainview Addition residences.

Rezoning of subject property will enhance health, safety and welfare through application of City Codes and provision of municipal services.

Section 76-2-304 Montana Code Annotated lists criteria and guidelines, which must be considered in conjunction with establishing municipal zoning on land:

- a) is designed in accordance with the growth policy (comprehensive plan);
- b) is designed to lessen congestion in the streets;
- c) will secure safety from fire, panic or other dangers;
- d) will promote health and the general welfare;
- e) will provide adequate light and air;
- f) will prevent overcrowding of land;
- g) will avoid undue concentration of population;
- h) will facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirements;
- i) gives reasonable consideration to the character of the district;
- j) gives reasonable consideration to the peculiar suitability of the property for particular uses;
- k) will conserve the value of buildings; and
- l) will encourage the most appropriate use of land throughout the municipality.

The proposed PUD is compatible with the 2005 Growth Policy, as it advances specific Goals, Policies, and Action Strategies contained within the related plan elements, and is also in line with the general themes and principles found in the document. Plan elements related to the proposed PUD include Land Use, Housing, Economic Development and Transportation. Specifically, the proposed PUD provides a variety of housing types, provides an environment that allows the elderly to remain independent, and finally the proposed PUD expands the medical industry in Great Falls, an industry identified for future growth.

The proposed PUD is compatible with the vision of the Medical District Master Plan and many of the Goals, Objectives, and Implementation initiatives contained within the Plan. Specifically, the proposed PUD improves vacant land within the district, provides a variety of housing types and establishes a mix of uses.

Applicable policy statements include “residential land uses should be planned and located so that they do not result in adverse impacts upon one another.” Therefore, staff concludes the above-cited criteria are substantially met.

**Concurrences:** Representatives from the City’s Public Works, Community Development, and Fire Departments have been involved throughout the review and approval process for this project.

**Fiscal Impact:** Providing services is expected to be an increased cost to the City. At this time the project is proposed as a tax exempt project.

**Alternatives:** The City Commission could deny acceptance of Ordinance 3074 on first reading and not set the public hearing.

**Attachments/Exhibits:**

- Vicinity/Zoning Map
- Ordinance 3074
- Reduced copy PUD Site Plan
- Medical District Master Plan

Cc: Jim Rearden, Public Works Director  
Dave Dobbs, City Engineer  
Patty Cadwell, Neighborhood Council Coordinator  
John Juras, TD&H Engineering, 1200 25<sup>th</sup> Street South, Great Falls, MT 59405  
Dave McGill, SFCS Inc., 305 South Jefferson Street, Roanoke, Virginia 24011-2003  
Dawn Willey, Benefis Health System, 2621 15<sup>th</sup> Ave. South Great Falls, MT 59405

ORDINANCE 3074

AN ORDINANCE ASSIGNING A ZONING CLASSIFICATION OF PUD PLANNED UNIT DEVELOPMENT DISTRICT TO LOTS 1A1 AND 1B2, MOUNT OLIVET ADDITION, SECTION 17, TOWNSHIP 20 NORTH, RANGE 4 EAST, P.M.M., CASCADE COUNTY, MONTANA, TO BE KNOWN AS THE GRANDVIEW AT BENEFIS

\* \* \* \* \*

WHEREAS, Lots 1A1 and 1B2, Mount Olivet Addition, Section 17, Township 20 North, Range 4 East, P.M.M., Cascade County, Montana, was annexed to the City of Great Falls on May 15, 2007; and,

WHEREAS, at the time of annexation, the City of Great Falls assigned a zoning classification of PLI Public land and institutional district classification to said Lots 1A1 and 1B2, Mount Olivet Addition; and,

WHEREAS, Benefis Health System., has petitioned the City of Great Falls to rezone said Lots 1A1 and 1B2, Mount Olivet Addition, to PUD Planned unit development district classification; and,

WHEREAS, notice of assigning said zoning classification to said Lots 1A1 and 1B2, Mount Olivet Addition, was published in the Great Falls Tribune advising that a public hearing on this zoning designation would be held on the 3<sup>rd</sup> day of May, 2011, before final passage of said Ordinance herein; and,

WHEREAS, following said public hearing, it was found and decided that the said rezoning designation be made.

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

Section 1. It is determined that the herein requested zoning designation will meet the criteria and guidelines cited in Section 76-2-304 Montana Code Annotated, and Section 17.16.40.030 of the Unified Land Development Code of the City of Great Falls.

Section 2. That the zoning classification of said Lots 1A1 and 1B2, Mount Olivet Addition, be designated as PUD Planned unit development district, subject to the PUD submittal dated February 9, 2011, kept at the Planning and Community Development Department of the City of Great Falls and by this reference made a part hereof.

Section 3. This ordinance shall be in full force and effect thirty (30) days after its passage and adoption by the City Commission or upon filing in the office of the Cascade County Clerk and Recorder the amended plat of the Amended Plat of Lot 1A1 and 1B2, Mount Olivet Addition, Section 17, Township 20 North, Range 4 East, P.M.M., Cascade County, Montana, whichever event shall occur later.

APPROVED by the City Commission on first reading April 5, 2011.

PASSED, APPROVED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on second reading May 3, 2011.

\_\_\_\_\_  
Michael J. Winters, Mayor

ATTEST:

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

(CITY SEAL)

APPROVED FOR LEGAL CONTENT:

\_\_\_\_\_  
James W. Santoro, City Attorney

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

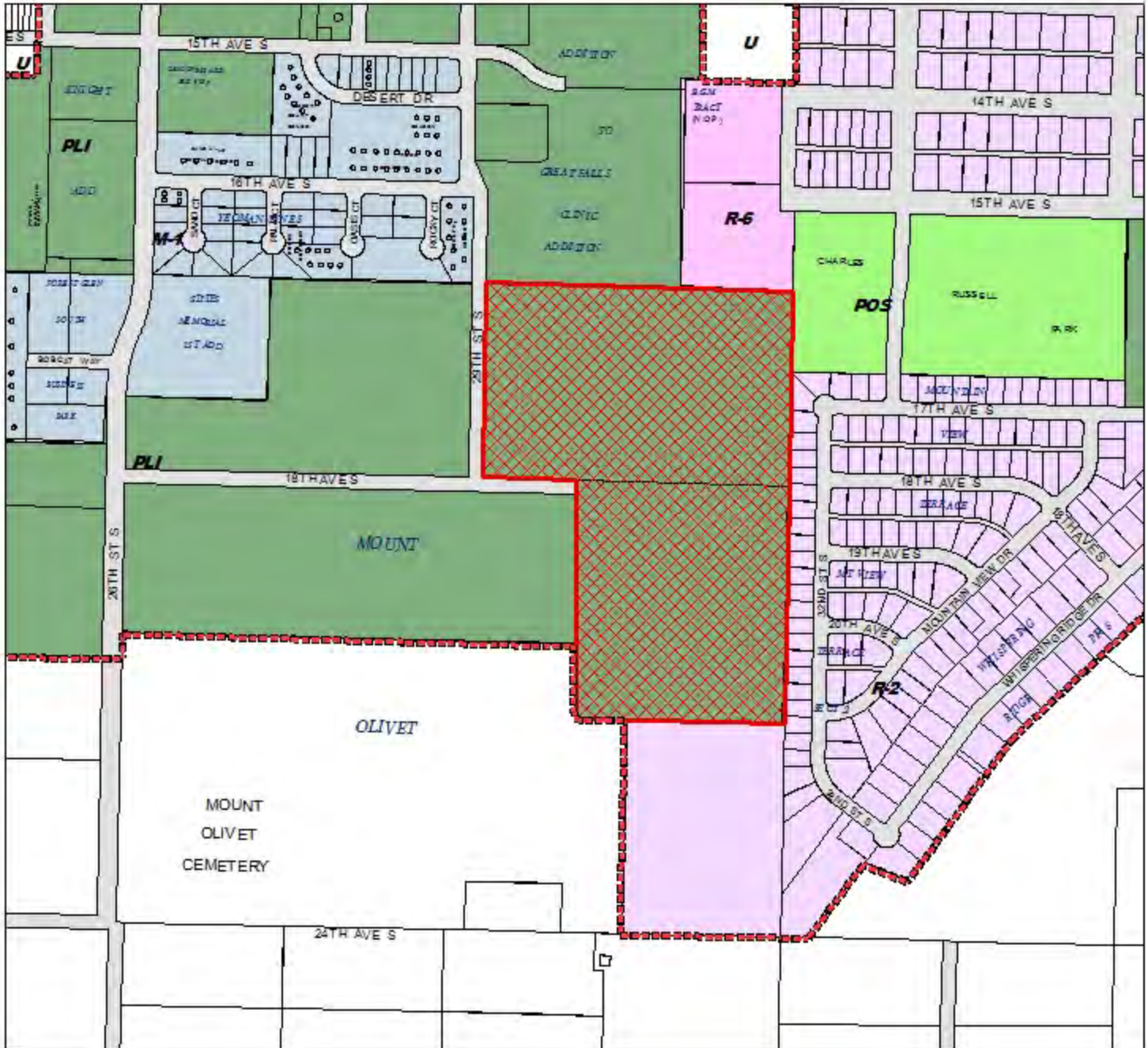
I, Lisa Kunz, City Clerk of the City of Great Falls, Montana, do certify that I did post as required by law and as prescribed and directed by the City Commission, Ordinance 3074 in three conspicuous places within the limits of said City to-wit:

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

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

(CITY SEAL)

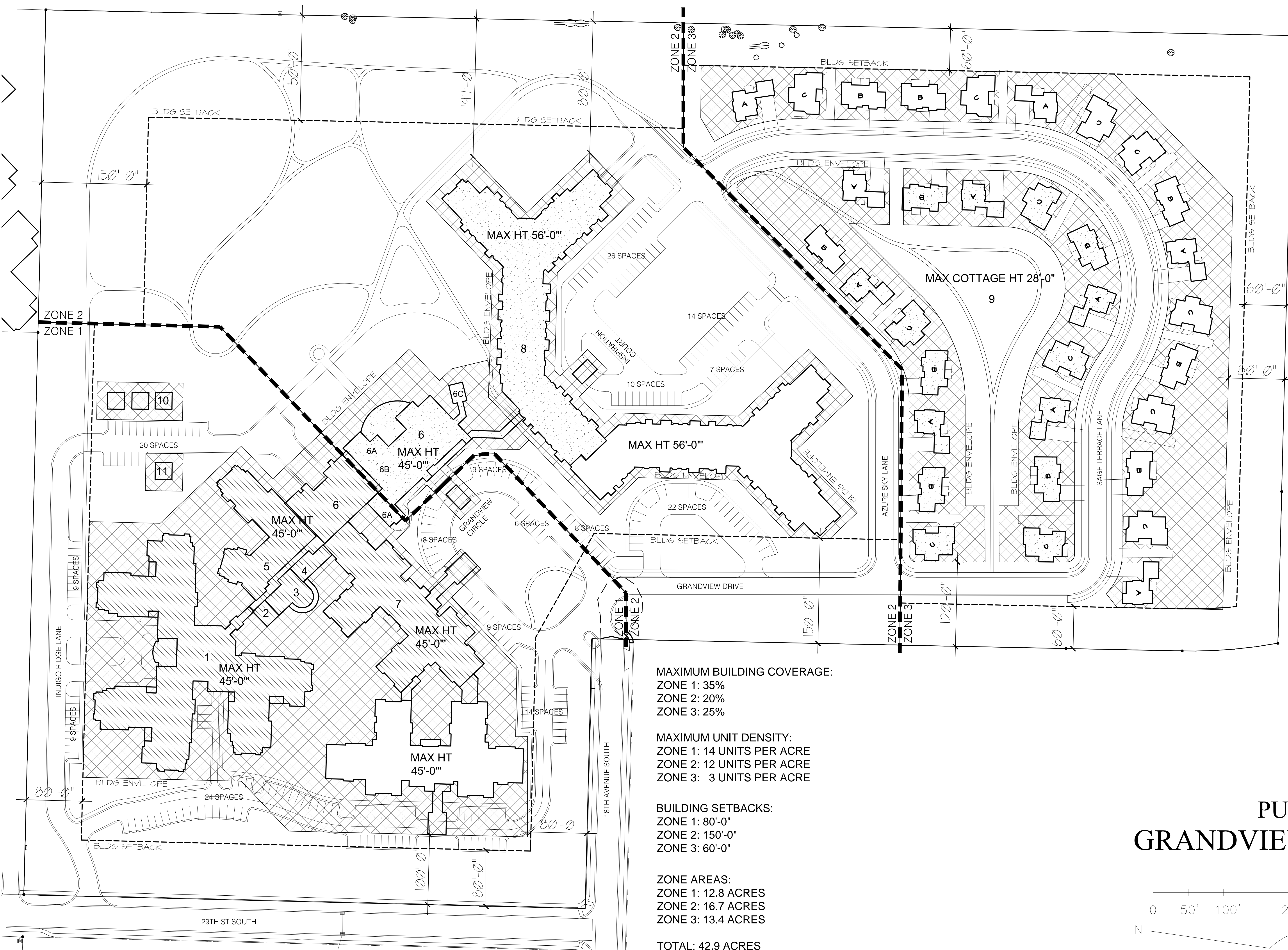
# VICINITY/ZONING MAP



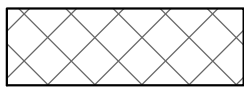


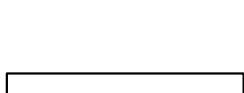
 Grandview at Benefits

## Zoning

- |                                                                                                                   |                                                                                                                    |                                                                                                                        |
|-------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------|
|  A1 Airport Industrial          |  M-1 Mixed-use district         |  R-10 Mobile home park            |
|  C-1 Neighborhood commercial    |  M-2 Mixed-use transitional     |  R-2 Single-family medium density |
|  C-2 General commercial         |  PLI Public lands institutional |  R-3 Single-family high density   |
|  C-3 Highway commercial         |  POS Park Open Space            |  R-5 Multi-family medium density  |
|  C-4 Central business core      |  PUD Planned unit development   |  R-6 Multi-family high density    |
|  C-5 Central business periphery |  R-1 Single-family suburban     |  Unincorporated                   |



- BUILDING USES**
1. HEALTH CARE
  2. HEALTH CARE CLINIC
  3. THERAPY
  4. ADMIN
  5. MEMORY SUPPORT
  6. COMMONS
    - A. RESTAURANT
    - B. TAVERN
    - C. WORSHIP FACILITY
  7. ASSISTED LIVING
  8. INDEPENDENT LIVING
  9. COTTAGES
  10. WAREHOUSE
  11. VEHICLE REPAIR

-  BUILDING ENVELOPE
-  PHASE 1
-  PHASE 2
-  FUTURE PHASE

**NOTES:**  
 1. BUILDING FOOTPRINTS ARE CONCEPTUAL & SUBJECT TO CHANGE

**MAXIMUM BUILDING COVERAGE:**  
 ZONE 1: 35%  
 ZONE 2: 20%  
 ZONE 3: 25%

**MAXIMUM UNIT DENSITY:**  
 ZONE 1: 14 UNITS PER ACRE  
 ZONE 2: 12 UNITS PER ACRE  
 ZONE 3: 3 UNITS PER ACRE

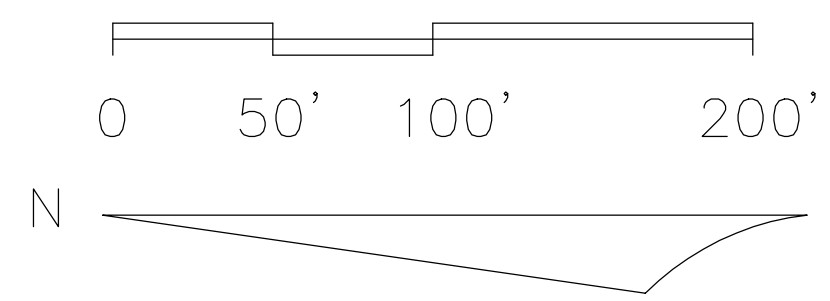
**BUILDING SETBACKS:**  
 ZONE 1: 80'-0"  
 ZONE 2: 150'-0"  
 ZONE 3: 60'-0"

**ZONE AREAS:**  
 ZONE 1: 12.8 ACRES  
 ZONE 2: 16.7 ACRES  
 ZONE 3: 13.4 ACRES

**TOTAL: 42.9 ACRES**

# PUD DENSITY PLAN GRANDVIEW AT BENEFIS

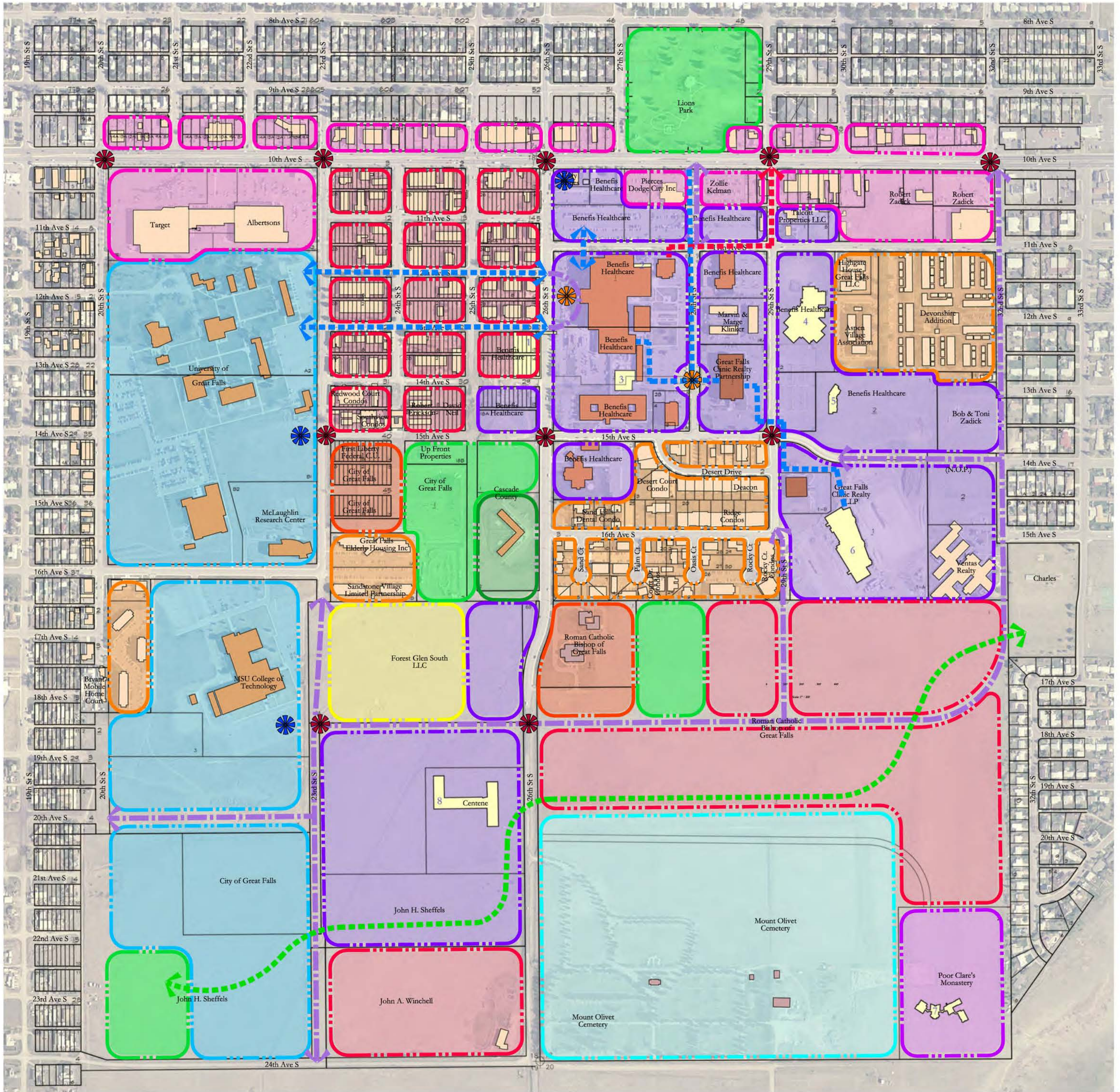
02/08/11  
 COMM. NO. 9111.03



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# FRAMEWORK MASTER PLAN

## EXISTING AND PROPOSED LAND USES

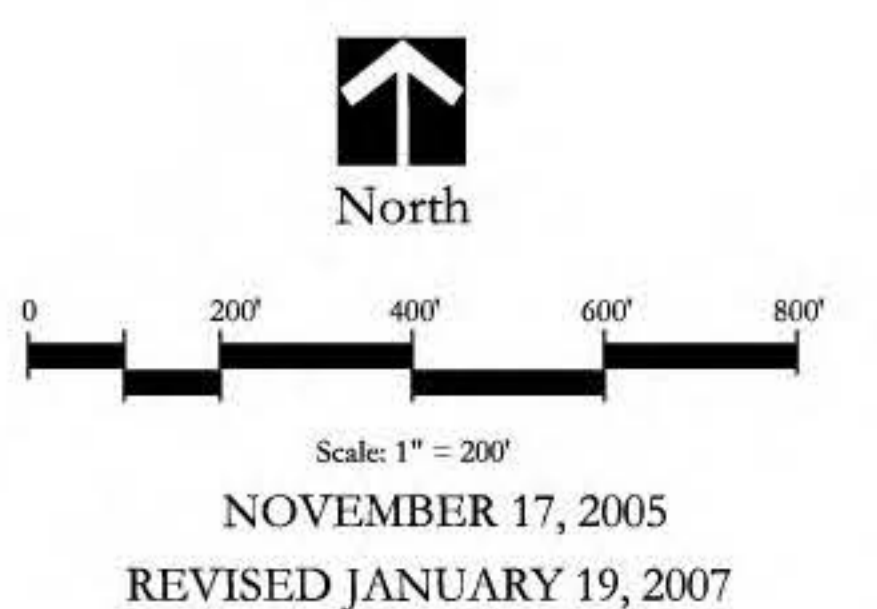


### Legend

- |                       |                           |                                |                                          |
|-----------------------|---------------------------|--------------------------------|------------------------------------------|
| Assisted Living       | Institutional             | Technology & Education         | Proposed Street Extension or Improvement |
| Cemetery              | Medical                   | Proposed Bus Route             | Public Plaza or Community Space          |
| Roman Catholic Church | Multi-Family Residential  | Proposed Trail                 | Architectural or Sculptural Focal Point  |
| Commercial            | Single Family Residential | Proposed Bike Route            | Proposed Signature Intersection          |
| Mixed Use             | Park                      | Proposed Emergency Route       | Entrance to Building or Parking Lot      |
|                       |                           | Proposed Pedestrian Connection |                                          |

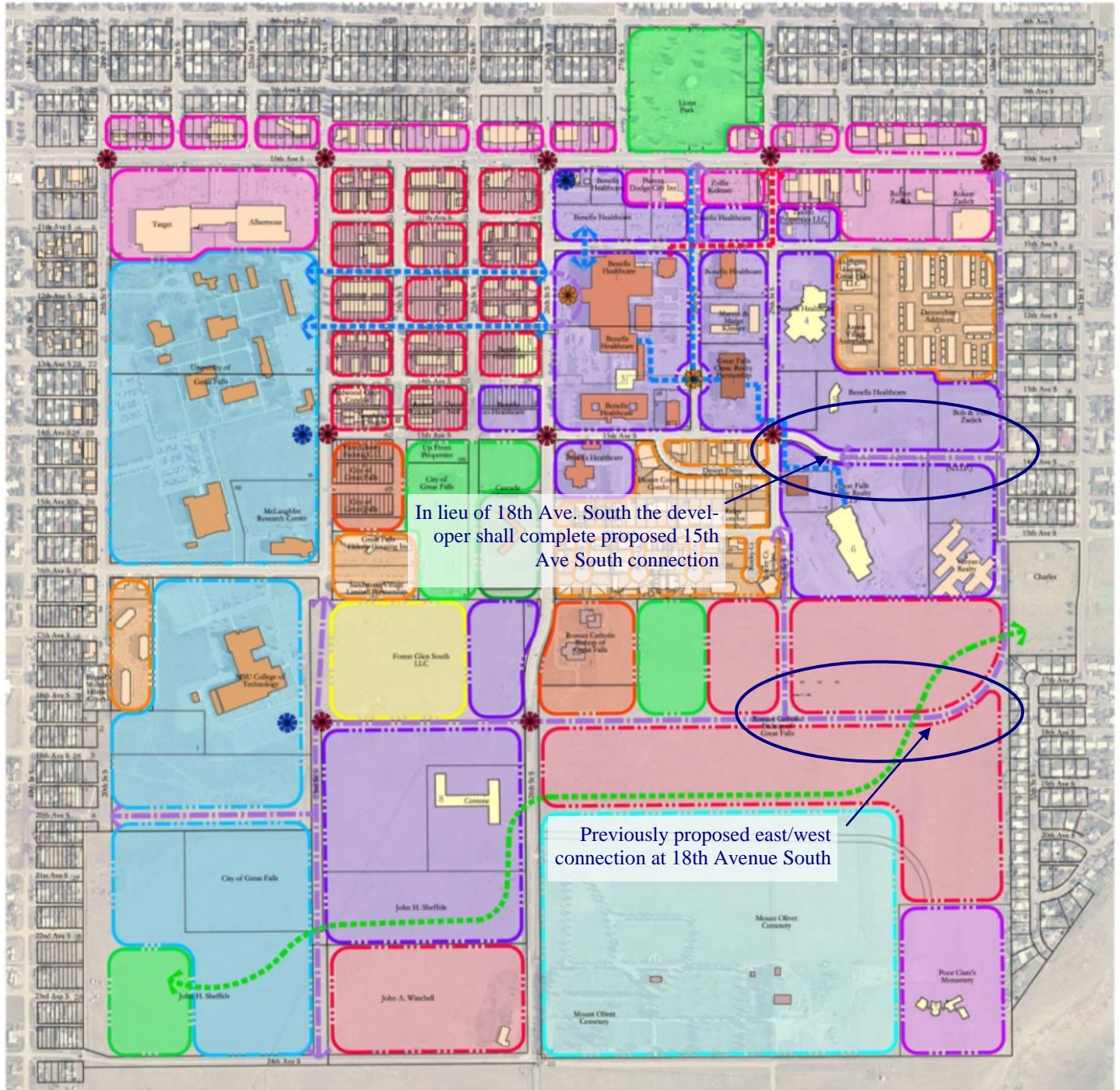


## Great Falls Medical District • Master Plan • Great Falls, Montana



NOVEMBER 17, 2005  
REVISED JANUARY 19, 2007

# Exhibit D: Medical District Master Plan



## Legend

- |                       |                           |                                |                                          |
|-----------------------|---------------------------|--------------------------------|------------------------------------------|
| Assisted Living       | Institutional             | Technology & Education         | Proposed Street Extension or Improvement |
| Cemetery              | Medical                   | Proposed Bus Route             | Public Plaza or Community Space          |
| Roman Catholic Church | Multi-Family Residential  | Proposed Trail                 | Architectural or Sculptural Focal Point  |
| Commercial            | Single Family Residential | Proposed Bike Route            | Proposed Signature Intersection          |
| Mixed Use             | Park                      | Proposed Emergency Route       | Entrance to Building or Parking Lot      |
|                       |                           | Proposed Pedestrian Connection |                                          |



## Great Falls Medical District • Master Plan • Great Falls, Montana





**EXHIBIT E**  
**DEVELOPER AGREEMENT**  
**FOR**  
**GRANDVIEW AT BENEFIS PUD**  
**IN SECTION 17,**  
**TOWNSHIP 20 NORTH, RANGE 4 EAST,**  
**CASCADE COUNTY, MONTANA**

1. PREFACE

The following is a binding Agreement dated this \_\_\_\_\_ day of \_\_\_\_\_, 2011, between BENEFIS HEALTH SYSTEM hereinafter referred to as “Owner,” and the CITY OF GREAT FALLS, MONTANA, a municipal corporation of the State of Montana, hereinafter referred to as “City,” regarding the conditions of approval for assigning PUD zoning to the ±42.9-acre GRANDVIEW AT BENEFIS project, comprised of Lot 1A1 and Lot 1B2 Mount Olivet Addition, Section 17, Township 20 North, Range 4 East, Cascade County, Montana, hereinafter referred to as the “Project”.

2. PRIOR AND CURRENT ACTIONS

- A. The Planning Advisory Board, acting as the Zoning Commission, recommended the City Commission approve a rezoning of the Project from PLI (Public Lands and Institutional) to PUD (Planned Unit Development) subject to fourteen (14) conditions of approval on February 22, 2011.
- B. City Commission will hold a public hearing to approve or deny the rezoning to PUD on May 3, 2011.

3. SUPPORTING DOCUMENTS

- A. Amended Plat of Lot 1A1 and Lot 1B2, Mount Olivet Addition, prepared by Thomas Dean & Hoskins (TD&H), and filed of record in the Clerk and Recorder’s Office of Cascade County, Montana.
- B. Final engineering drawings, specifications and cost estimates prepared by TD&H Engineers, consisting of documents for sanitary sewer mains, water mains, storm drainage improvements, paving, sidewalks and curb and gutter, including final engineering drawings, specifications and cost estimates for the extension of 15<sup>th</sup> Avenue South from its current terminus east of 29<sup>th</sup> Street South, easterly to the western existing boundary of 32<sup>nd</sup> Street South. Said drawings and specifications are on file in the City Engineer’s office.

- C. Subdivision Plat of First Addition to Great Falls Clinic Addition.
- D. Amended Plat of Blocks 1 and 3, First Addition to Great Falls Clinic Addition.
- E. Subdivision Plat of B.G.M. Tracts.

4. AMENDMENTS

Minor changes to engineering plans and specifications may be made as are deemed appropriate and necessary by City's Engineer and City's Public Works Department and which do not materially affect the Project, may be made as follows:

- A. The proposed revision will be submitted to City's Public Works Department for review and, if approved, the City Engineer or Public Works Director will sign and adequately annotate the change.
- B. The annotated revision becomes a part of this Agreement upon City's Public Works Department approval.
- C. Changes during construction shall be made by change order approved by City's Public Works Department.
- D. "As Built" reproducible drawings shall be supplied to City's Engineer upon completion of the construction.
- E. All amendments to this Agreement, except as allowable above in this section, shall be in writing and approved by City and Owner.

5. UNFORESEEN POTENTIALITIES

It is mutually recognized, understood and agreed by City and Owner that subsequent to the time this agreement was entered into, events may occur and actions may be taken that were unforeseen by either party or both parties hereto. It is therefore agreed that the parties may by mutual subsequent agreement modify the terms, conditions and covenants of this Agreement.

6. FEES AND CHARGES

- A. Owner has paid fees totaling \$700.00 for the processing the rezoning application for the Project.
- B. Owner or its successors or assigns shall reimburse City for its expenses incurred in testing and acceptance of public utilities to serve Project at the rates charged by City for said work at the time performed.
- C. Water tapping, water connection, sewer service tapping, and sewer connection fees will be assessed at the time of installation.
- D. The absence of any fee from this agreement lawfully charged by the City in connection with construction activity associated with Project shall not constitute a waiver by the City.

7. ERRORS AND OMISSIONS

The Amended Plat of Mount Olivet Addition containing Grandview at Benefis shall incorporate corrections of any errors or omissions noted by staff.

8. MEDICAL DISTRICT MASTER PLAN

The Medical District Master Plan anticipated that 18<sup>th</sup> Avenue South would be extended east (through the Project) to connect with 32<sup>nd</sup> Street South and that 15<sup>th</sup> Avenue South, north of the Project, would be extended east to connect with 32<sup>nd</sup> Street South. These roadway

connections were determined needed to maintain adequate traffic flow within and through the Medical District. Owner agrees, in lieu of the 18<sup>th</sup> Avenue South connection through the Project, to construct or fund construction of the more critical 15<sup>th</sup> Avenue South roadway connection between its current terminus east of 29<sup>th</sup> Street South, ±890 feet easterly to 32<sup>nd</sup> Street South, in cooperation with City, subject to the terms of this agreement.

9. DEDICATION AND CONSTRUCTION OF 15<sup>th</sup> AVE SOUTH THROUGH FIRST ADDITION TO GREAT FALLS CLINIC ADDITION (±490 LINEAR FEET)

- A. Owner agrees to dedicate required public right-of-way ±490 linear feet across the southernmost 42 feet of Lot 1, Block 2, First Addition to Great Falls Clinic Addition hereinafter referred to as “Right-of-Way A” pursuant to the existing Annexation Agreement for Lot 1, Block 2, First Addition to Great Falls Clinic Addition, dated March 15, 2005. City agrees to obtain ±490 feet of required right-of-way dedication along the northernmost 18 feet of Lot 1A, Block 1, First Addition to Great Falls Clinic Addition hereinafter referred to as “Right-of-Way B” pursuant to the existing Annexation and Improvement Agreement for First Addition to Great Falls Clinic Addition, Amended Plat of Blocks 1 and 3, date March 2, 2004. (See Attachment A to this Agreement for depiction of rights-of-way and property/roadway dimensions)
- B. Owner agrees to pay for and have prepared Amended Plats for Lot 1, Block 2 and Lot 1A, Block 1, First Addition to Great Falls Clinic Addition, dedicating the rights-of-way described in 9.A above.
- C. Owner agrees to complete within two (2) years of the date of this Agreement or before any Certificate of Occupancy is issued by the City for any phase of the Project (whichever is sooner) the installation of the required improvements to the above described segment of 15<sup>th</sup> Avenue South including water main, fire hydrant, sanitary sewer main and storm sewer main improvements, conduit for public roadway lighting facilities, curb, gutter, pavement, sidewalk, traffic control and signage. Furthermore, Owner shall be entitled from the owners of Right-of-Way B, to 50% of the costs of said improvements (water main, fire hydrant, sanitary sewer main and storm sewer main improvements, conduit for public roadway lighting facilities, curb, gutter, pavement, sidewalk, traffic control and signage) abutting said property referenced hereinabove pursuant to the existing Annexation and Improvement Agreement for First Addition to Great Falls Clinic Addition, Amended Plat of Blocks 1 and 3, date March 2, 2004.
- D. Owner shall provide City with its actual cost of the installation of the above described improvements (water main, fire hydrant, sanitary sewer main and storm sewer main improvements, conduit for public roadway lighting facilities, curb, gutter, pavement, sidewalk, traffic control and signage) upon completion of those improvements and acceptance thereof by City. City shall then request reimbursement from the owners of Right-of-Way B for 50% of that cost. In the event of Owner’s failure to provide City with said cost data, City shall not be obliged to undertake collection of the reimbursement provided for herein, and the responsibility for collection thereof shall be that of Owner, its heirs, successors and assigns. Failure of Owner to provide City with said cost data for reimbursement as herein required shall in no way alter the obligation of any other party to make reimbursement as provided for herein, said failure affecting only City’s obligation to assist in collection thereof.

10. NEGOTIATE, DEDICATE AND CONSTRUCT 15<sup>th</sup> AVE SOUTH THROUGH B.G.M. TRACTS (±400 LINEAR FEET)

- A. City agrees to negotiate with the property owner of Block 2, B.G.M. Tracts to obtain dedication of 15<sup>th</sup> Avenue South along the northernmost 60 feet of said tract, easterly from the terminus of 15<sup>th</sup> Avenue South to the connection at the western boundary of 32<sup>nd</sup> Street South, consisting of ±400 feet hereinafter referred to as “Right-of-Way C.”
- B. Should the City acquire Right-of-Way C prior to construction of the improvements in Rights-of-Way A and B, the Owner agrees to the concurrent installation of improvements on Right-of-Way C (Block 2, B.G.M. Tracts) including water main, fire hydrant, sanitary sewer main and storm sewer main improvements, conduit for public roadway lighting facilities, curb, gutter, pavement, sidewalk, traffic control and signage.
- C. Should the City not acquire Right-of-Way C described above prior to construction of Rights-of-Way A and B, Owner shall escrow with the City the estimated cost to design and install the improvements for Right-of-Way C. The City will install the improvements when Right-of-Way C is secured in public ownership. The City’s engineering office estimates the cost of these improvements to be \$190,000.00. Owner hereby agrees to provide a certificate of deposit in the name of Owner and City, in the amount of \$190,000.00. At such time as the actual cost of the above referenced improvements are definitely determined, an amount equal to said costs shall be transferred from the above referenced account to City. Upon said transfer, any remaining balance in the above referenced account shall be released to Owner.
- D. The Owner shall be entitled to reimbursement for 50% of the costs of improvements for water main, fire hydrant, sanitary sewer main and storm sewer main improvements, conduit for public roadway lighting facilities, curb, gutter, pavement sidewalk, traffic control and signage, from the owners of Mark 21A, Section 17, Township 20 North, Range 4 East, Cascade County Montana, abutting said property (±400 linear feet) at such time said Mark 21A is annexed into the City.
- E. Owner shall provide City with actual cost of the installation of the above described improvements (water main, fire hydrant, sanitary sewer main and storm sewer main improvements, conduit for public roadway lighting facilities, curb, gutter, pavement, sidewalk, traffic control and signage) upon completion of those improvements and acceptance thereof by City. Upon annexation of Mark 21A (Zadick Property) City shall obtain reimbursement from those owners for 50% of that cost and transfer to Owner. In the event of Owner’s failure to provide City with said cost data, City shall not be obliged to undertake collection of the reimbursement provided for herein, and the responsibility for collection thereof shall be that of Owner, its heirs, successors and assigns. Failure of Owner to provide City with said cost data for reimbursement as herein required shall in no way alter the obligation of any other party to make reimbursement as provided for herein, said failure affecting only City’s obligation to assist in collection thereof.

11. FUTURE EASEMENTS AND DEDICATION OF 30<sup>th</sup> STREET SOUTH

Owner hereby agrees to provide existing and future easements and dedicated rights-of-way as required and install required sanitary sewer, water mains, drainage improvements, street

paving, sidewalk and curb and gutter along that portion of 30<sup>th</sup> Street South within the western boundary of the Project when deemed necessary by City based upon additional incorporated development in the vicinity utilizing said infrastructure and roadway for access.

12. FUTURE STREET IMPROVEMENTS OF 30<sup>th</sup> STREET SOUTH

- A. Owner shall pay the full cost of the equivalent twelve-inch (12") water main and eight-inch (8") sewer main to be installed in the extension of 30<sup>th</sup> Street South to the property boundary. At such time the actual cost of the above referenced improvements and remaining water main is definitely determined, an amount equal to said costs shall be paid to the City.
- B. Owner hereby agrees to pay proportionate share of future street improvements to 30<sup>th</sup> Street South including paving, sidewalks and curb and gutter and further agrees to pay proportionate share of any future storm drainage improvements within 30<sup>th</sup> Street South, at such time as City deems necessary.
- C. Additionally, to accommodate the long term growth plan that City foresees, Owner agrees to install required over-sizing (water main) improvement, instead of the standard City required improvements in the portion of 30<sup>th</sup> Street South abutting Project. City agrees to reimburse Owner for 50% of the over-sizing cost of improvements installed in 30<sup>th</sup> Street South within (30) days of its acceptance of the installations and appropriate billing, including provisions of adequate information and documentation supporting said costs.
- D. Owner shall prepare all plans and specifications for improvements under this section in accordance with standards of the City, and with the review and approval of the City Engineer and the City Public Works Department.

13. PUBLIC IMPROVEMENTS

Owner agrees to complete within two (2) years of the date of this Agreement, the installation of the sanitary sewer and water improvements, drainage improvements, street paving, sidewalks and curb and gutter to serve Project, according to plans referenced in Paragraph 3.B. above and filed in the City Engineer's Office and in accordance with standards of City. When deemed appropriate and necessary by The City Engineer and City Public Works Department, the completion date of said public improvements may be extended as approved by the City. The proposed revision will be submitted to City Engineer and City Public Works Department for review and, if approved, the City Engineer or Public Works Director will sign and adequately annotate the change.

- A. Owner hereby agrees to prepare and provide final engineering drawings and specification for the 16 foot wide off-street emergency access route that shall be approved by the City Engineer's Office.
- B. Owner hereby agrees to prepare and provide final engineering drawings and specification for the on-site utilities that shall be approved by the City Engineer's Office.
- C. Owner hereby agrees to provide and obtain final engineering drawings and specification for the eastern terminus of 18<sup>th</sup> Avenue South and mini-round-a-bout or similar traffic device.

14. SOIL AND/OR GROUNDWATER CONDITIONS

Owner hereby agrees to indemnify and hold the City, its employees, agents and assigns harmless for and against all damages, claims, attorney fees, judgments, demands and/or liabilities that may, arise from, be attributable to or be sustained as a result of adverse soil and/or groundwater conditions associated with Project.

Owner hereby agrees to provide a geotechnical investigation and report prepared by a Professional Engineer (and indemnifying the City) with recommended building foundation design, which shall be submitted to the Planning and Community Development Department for review and approval.

15. RESTRICTIONS ON BUILDING PERMITS AND OCCUPANCY

Building permits shall not be issued until the contracts for installation of the public improvements have been executed. Owner acknowledges that City will not permit the occupancy of any residential structure until street improvements and water and sanitary sewer mains have been installed, tested and accepted by City, which acceptance will not be unreasonably withheld by City.

16. DESIGN REVIEW BOARD

Owner hereby agrees that development shall be in general accordance with the building elevations, site plan, landscape plan, signage and lighting plans within the PUD Submittal dated February 9, 2011. Further, the owner hereby agrees to submit all proposed drawings including architectural, landscape, signage and lighting plans as required for review and approval by the Design Review board prior to the issuance of building permits.

17. MAINTENANCE DISTRICTS

Owner hereby agrees to waive its right to protest the lawful creation by City of maintenance districts for any proper purpose including, but not limited to, fire hydrant and street maintenance and shall pay the proportionate share of the costs associated with said maintenance districts as they may be applied to lots in Project.

18. FUTURE STORM DRAINAGE FACILITIES

Owner hereby agrees to waive its right to protest any future area wide special improvement district for storm drainage facilities and further agrees to pay for proportionate share of any future storm drainage improvements that service Project that may be installed with or without an area wide special improvement district. The term "area wide" as used herein, means any area larger than that covered by Project, which is a contributor to the drainage sub-basin of which Project is a part.

Owner hereby agrees to provide a Grading Plan, State Stormwater Discharges Associated with Construction Activities Permit, and Stormwater Management Plan, which shall be developed to City standards and shall be submitted to the City Engineers Office.

19. PUBLIC ROADWAY LIGHTING

Owner hereby agrees to waive its right to protest any future special lighting district for public roadway lighting facilities that service Project, and further agrees to pay for

proportionate share of the costs associated with roadway lighting which service Project that may be installed with or without a special lighting district.

20. SIDEWALKS

It is hereby agreed that the following exception to the strict adherence of Project requirements will be permitted: sidewalks serving and abutting any lot in Project shall be installed as a condition of final occupancy by the then lot owner within six (6) months (allowing for unfavorable weather conditions only) of occupancy. It is understood that the above provision regarding sidewalks shall not preclude City from exercising its authority provided by Chapter 12.28, Municipal Code of the City of Great Falls pertaining to sidewalks.

- A. Owner hereby agrees to provide a sidewalk and boulevard extension adjacent to 29<sup>th</sup> Street South for the entire length of the property that will be constructed to City standards and maintained according to City Code.
- B. Owner hereby agrees to provide a 20 foot easement to the City and construct and maintain a 10 foot bike/pedestrian access route from Charles Russell Park to 29<sup>th</sup> Street South.

21. WARRANTY, OWNERSHIP AND INSPECTION OF UTILITY AND STREET IMPROVEMENTS

- A. After the public utilities, drainage and street improvements described in Paragraph 3.B. hereof have been installed and accepted by City, the same shall be in all respects treated, owned and maintained as though the same had been constructed and installed by City. However, to the extent installed by Owner, Owner or its contractor shall guarantee said improvements against defective work and materials for a period of two (2) years from date of acceptance of the completed improvements by City.
- B. Installation of the public utilities and street improvements described in this agreement hereof, shall be subject to City's infrastructure inspection policy in place at the time of installation.

22. CITY ACCEPTANCE AND ZONING

In consideration of the foregoing, City hereby accepts and approves the amended plat and zoning of PUD Planned Unit Development

23. ADHERENCE TO SITE PLAN

Owner hereby agrees that development upon Lot 1A1 and Lot 1B2 Mount Olivet Addition, Section 17, Township 20 North, Range 4 East, Cascade County, Montana shall be substantially in accordance with the PUD document dated February 9, 2011 kept at the Planning and Community Development Department of the City of Great Falls and by this reference made a part hereof and applicable City Codes, and the terms and conditions contained in this Agreement.

24. BINDING EFFECT

The provisions, covenants and terms of this Agreement shall run with the land and bind the present owners, their devisees, heirs, successors, and assigns; and any and all parties

claiming by, through, or under them, shall be taken to agree and covenant with each of the parties to the Agreement, their devisees, heirs, successors and assigns, to conform to the provisions, covenants and terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal the day, month and year first hereinabove written.

THE CITY OF GREAT FALLS, MONTANA  
A Municipal Corporation of the State of Montana

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

ATTEST:

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

(Seal of City)

APPROVED FOR LEGAL CONTENT:

\_\_\_\_\_  
James W. Santoro, City Attorney



BENEFIS HEALTH SYSTEMS

\_\_\_\_\_  
Terry Olinger, Chief Human Resources & System  
Services Officer

State of Montana )

:ss.

County of Cascade)

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year Two thousand and Eleven, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Terry Olinger, known to me to the persons whose names are subscribed to the instrument within and acknowledged to me that they executed the same.

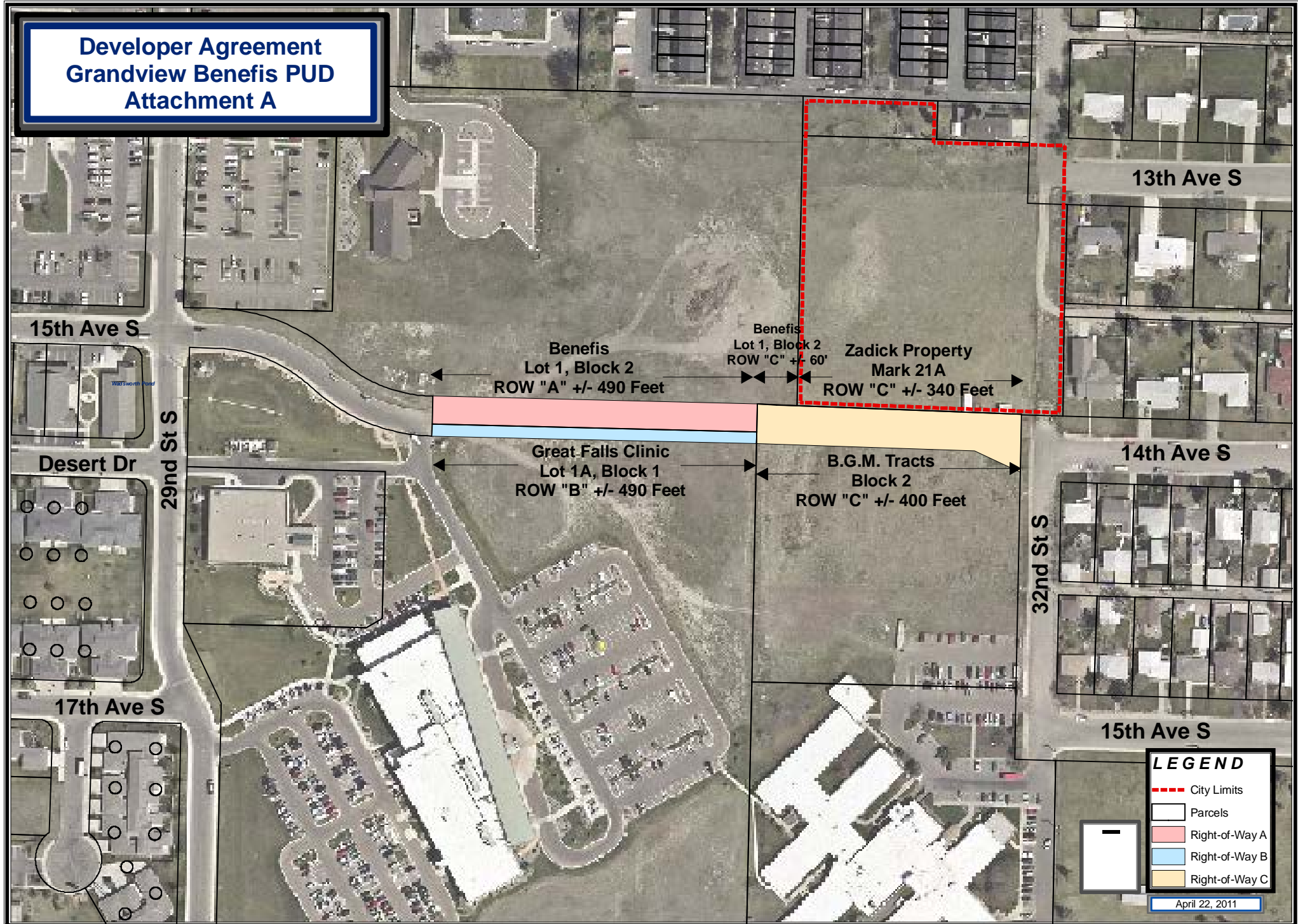
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

\_\_\_\_\_  
Notary Public for the State of Montana

(NOTARIAL SEAL)

\_\_\_\_\_  
Notary Public for the State of Montana (Printed)  
Residing at \_\_\_\_\_  
My commission Expires \_\_\_\_\_, 20\_\_\_\_

**Developer Agreement  
Grandview Benefis PUD  
Attachment A**



Regular City Commission Meeting

Mayor Winters presiding

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

**PLEDGE OF ALLEGIANCE – Boy Scout Troop 26**

**MOMENT OF SILENCE**

**ROLL CALL:** City Commissioners present: Michael Winters, Bill Bronson, Fred Burow, Mary Jolley and Bob Jones. Also present were the City Manager, City Attorney, Directors of Fiscal Services, Park and Recreation, Planning and Community Development, Public Works, Executive Director of the Housing Authority, Assistant Fire Chief, Police Chief and the City Clerk.

**PROCLAMATION:** Mayor Winters read a proclamation for Made In Montana Week.

**\*\* Action Minutes of the Great Falls City Commission. Please refer to the audio recording of this meeting for additional detail. \*\***

### **NEIGHBORHOOD COUNCILS**

- 1. SWEARING IN CEREMONY, BONNIE M. HAMAN, NEIGHBORHOOD COUNCIL 6.**
- 2. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

**Dorothy Schmidt**, Chair NC 2, thanked the community for its support and donations received for West Bank Park.

### **BOARDS & COMMISSIONS**

- 3. APPOINTMENTS, ADVISORY COMMISSION ON INTERNATIONAL RELATIONSHIPS.**

**Commissioner Burow** moved, seconded by **Commissioner Bronson**, that the City Commission reappoint **Christina Barksy** and appoint **Sean Johnson** to the Advisory Commission on International Relationships for three-year terms through **March 31, 2014**.

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

Motion carried 5-0.

- 4. APPOINTMENTS, GOLF ADVISORY BOARD.**

**Commissioner Jolley** moved, seconded by **Commissioner Jones**, that the City Commission reappoint **Steve Villeaux** as the Non-League member for a three-year term through **March 31, 2014**, and appoint **Kevin O’Connell** as the Men’s Golf Association member, and **William David Nelson** as the Malmstrom Golf Association member to the Golf Advisory Board for three-year terms beginning **April 1, 2011**, through **March 31, 2014**.

Mayor Winters asked if there was any discussion amongst the Commissioners or inquiries from the

public. Hearing none, Mayor Winters called for the vote.

Motion carried 5-0.

5. **REAPPOINTMENTS, PARKING ADVISORY COMMISSION.**

**Commissioner Bronson moved, seconded by Commissioner Jolley, that the City Commission reappoint Darren Brown and Phil Kiser to the Parking Advisory Commission for three-year terms through April 30, 2014, and direct staff to re-open applications for the remaining position on the commission for a period of 30 days.**

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

Motion carried 5-0.

6. **REAPPOINTMENTS, DESIGN REVIEW BOARD.**

**Commissioner Jones moved, seconded by Commissioner Jolley, that the City Commission reappoint Jule Stuver, as an architect member, and Bruce Forde to the Design Review Board for three-year terms through March 31, 2014.**

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

Motion carried 5-0.

7. **MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

There were no miscellaneous reports and announcements from members of boards and commissions.

**PUBLIC HEARINGS**

8. **RESOLUTION 9914, ESTABLISHING WATER, SEWER AND STORM DRAIN UTILITY SERVICE RATES EFFECTIVE APRIL 1, 2011.**

Public Works Director Jim Rearden reviewed PowerPoint slides. He explained that rates are determined by setting a five year capital improvement program for each utility. A five year cash flow is then established to fund operations and maintenance. The water rates are driven by the age of the system; the wastewater rates are driven by regulatory requirements. Mr. Rearden reported that the proposed rate increases will result in an approximate \$2.43 per month increase for the average residential user with the proposed 5% fee increase for water, and 7.5% fee increase for sewer. With the proposed fee increase, Great Falls still has the lowest rates of the seven largest cities within the state. The new rates are proposed to take effect on April 1.

Mayor Winters declared the public hearing open.

Speaking in opposition to Resolution 9914 were:

**Cyndi Baker**, 500 Montana Avenue NW, requested that the Commission consider the working poor, single parents, Taxed Enough Already, and retired seniors that have not received Social Security raises.

**John Hubbard**, 615 7<sup>th</sup> Avenue South, commented that good government does not raise taxes during a recession.

Written letters in opposition to Resolution 9914 were received from: **James Clark**, 3404 1<sup>st</sup> Avenue North, **Charles Platis**, 214 11<sup>th</sup> Street SW, **June McFerrin**, 1401 Park Garden Road, and **Gerald Boerner**, 3011 2<sup>nd</sup> Avenue South.

Speaking in support of Resolution 9914 was **Brett Doney**, Great Falls Development Authority, residing at 3048 Delmar Drive, who expressed that it is more expensive to not invest in this infrastructure. Gradual increases to improve the system are better for residents and businesses.

A written letter in support of Resolution 9914 was received from **David A. Campbell**, 515 Central Avenue.

**Commissioner Jones moved, seconded by Commissioner Jolley, that the City Commission adopt Resolution 9914, establishing water, sewer and storm drain utility service rates to include increases of 5%, 7.5% and 0% respectively to become effective April 1, 2011.**

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

Commissioner Burow expressed opposition to an increase to the water rate.

Commissioner Jones noted that an important use of this money goes towards the maintenance that is critical to the water system and water supply to the public.

Commissioner Jolley pointed out that some of the increases are necessary due to federal mandates. There is not extra money in the general fund to cover shortfalls in the water fund.

Mayor Winters commented that he does not support rate increases at this time.

Commissioner Bronson commented that, to provide safe water and sewer systems to this community, he was in support of annual, modest rate increases.

Motion carried 3-2 (Mayor Winters and Commissioner Burow dissenting).

## **9. WEST BANK MASTER PLAN.**

Park and Recreation Director Marty Basta reported that the City Commission passed Ordinance 2967 establishing the Great Falls West Bank Urban Renewal Plan including a Tax Increment Financing provision. West Bank Park is included in the Renewal Plan and Tax Increment District. The final West Bank Park Master Plan was presented to the City Commission at a work session on January 18, 2011, by staff and CTA Architects. Some of the elements recommended in the Master

Plan include an amphitheatre, improved trails, improved site amenities, a natural playground for children, a non-motorized boat launch, and a beach volleyball court for young adults. Phase One of the Plan would provide for the basic park infrastructure including roadways, parking, signage, irrigation and landscaping. Some of the other amenities would be provided in subsequent phases.

Mayor Winters declared the public hearing open.

No one spoke in opposition to or in support of the West Bank Park Master Plan.

Mayor Winters declared the public hearing closed.

**Commissioner Bronson moved, seconded by Commissioner Jones, that the City Commission adopt the West Bank Park Master Plan.**

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

Commissioner Jolley reported that she received one call expressing concern that there weren't enough amenities for the elderly.

Commissioner Bronson commented that the only way he sees this succeeding is further community support in terms of time, resources and financing.

Mayor Winters commended Park and Recreation staff. He believes the character of a community is reflected in its park system.

Motion carried 5-0.

### **OLD BUSINESS**

#### **10. CDBG AND HOME PROGRAM PROPOSED USE OF FUNDS.**

Planning and Community Development Director Mike Haynes reported that this item relates to the recommendations from the Community Development Council (the CDC) on the proposed use of funds for the 2011/2012 CDBG and HOME programs, for inclusion into the Annual Action Plan.

The City does not know what federal dollars will ultimately be received, but the CDC did provide two funding recommendations; one based on the funds received last year and one based on a 20% cut in funding. Some administrative adjustments will have to be made when the final funding is known which could be a significantly greater cut than 20%. In order to meet the HUD requirements for allocating CDBG and HOME funds, Mr. Haynes recommended not deviating from the current timeline.

**Commissioner Jones moved, seconded by Commissioner Jolley, that the City Commission accept the proposed use of funds for the 2011/2012 Community Development Block Grant Program and HOME Program for inclusion in the Annual Action Plan and set the public hearing for April 19, 2011.**

Mayor Winters asked if there was any discussion amongst the Commissioners or inquiries from the public.

Hearing none, Mayor Winters called for the vote.

Motion carried 5-0.

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

**11. URBAN CHICKENS.**

- A. ORDINANCE 3066, AMENDING TITLE 17 TO PERMIT “URBAN CHICKENS” AS AN ACCESSORY USE IN CERTAIN RESIDENTIAL ZONING DISTRICTS.**
- B. ORDINANCE 3067, AMENDING TITLE 6, CHAPTER 8, SECTION 005 TO DEFINE “URBAN CHICKENS.”**
- C. ORDINANCE 3069, AMENDING TITLE 6 TO ESTABLISH REGULATIONS FOR KEEPING CHICKENS.**

Planning and Community Development Director Mike Haynes reported that this is first reading of Ordinances 3066, 3067 and 3069 pertaining to Urban Chickens. Ordinance 3066 relates to proposed amendments to Title 17, Zoning Code, that would allow Urban Chickens to be kept as an accessory use in the R-2, R-3, R-5, R-6 and R-9 zoning districts subject to special standards. At the meeting held February 22, 2011, the Planning Advisory Board, acting as the Zoning Commission, recommended that the City Commission not adopt Ordinance 3066.

Ordinances 3067 and 3069 are companion Ordinances that would amend Title 6, Animals, and are therefore outside the purview and not subject to Planning Board action. Ordinance 3067 comprises an amendment to the definition of livestock to exclude Urban Chickens and a new definition for Urban Chickens. Ordinance 3069 comprises a new Chapter 12, Chickens, that would establish specific requirements for licensing, limit on maximum number of chickens kept, setback requirements for coops, and standards for keeping of chickens pertaining to fencing, shelter, sanitation, food and water.

If the Commission ultimately adopts these Ordinances, the Police Department will bring a Resolution to set fees for inspections, licensing and violations to the Commission before the Ordinances take effect.

**Commissioner Burow moved, seconded by Commissioner Jones, that the City Commission deny Ordinance 3066.**

Commissioner Burow expressed his belief that current ordinances are sufficient regarding chickens in rural areas; allowing chickens to be kept throughout the City will create issues.

Commissioner Jones noted that this has been a controversial ordinance. He met and discussed this matter with both sides of the issue. He doesn't believe the areas chickens are allowed within the City limits should be expanded at this time.

Commissioner Bronson commented he had serious reservations about these proposals. If the

Planning Board makes a recommendation, that matter should be vetted before the City Commission at a public hearing. He would like the opportunity to hear from members of the public on both sides of the issue at a public hearing. He concluded that he has been debating in his own mind an alternative to the proposal that went before the Planning Board/Zoning Commission, but has not yet had time to put his thoughts to paper and discuss it with the Planning Department.

Commissioner Jolley commented that she also wants to hear comments from the public.

Mayor Winters noted the amount of time spent on this issue. He expressed his belief that this matter should have been resolved between the neighbors.

Mayor Winters asked if there were any inquires from the public.

Hearing none, Mayor Winters called for the vote.

Motion failed 2-3 (Mayor Winters and Commissioners Bronson and Jolley dissenting).

**Commissioner Bronson moved, seconded by Commissioner Jolley, that the City Commission accept Ordinance 3066 on first reading and set the public hearing for April 5, 2011.**

Mayor Winters asked if there was any discussion amongst the Commissioners or inquiries from the public.

Hearing none, Mayor Winters called for the vote.

Motion carried 4-1 (Commissioner Burow dissenting).

**Commissioner Jones moved, seconded by Commissioner Jolley, that the City Commission accept Ordinance 3067 on first reading and set the public hearing for April 5, 2011.**

Mayor Winters asked if there was any discussion amongst the Commissioners or inquiries from the public.

Hearing none, Mayor Winters called for the vote.

Motion carried 4-1 (Commissioner Burow dissenting).

**Commissioner Jolley moved, seconded by Commissioner Jones, that the City Commission accept Ordinance 3069 on first reading and set the public hearing for April 5, 2011.**

Mayor Winters asked if there was any discussion amongst the Commissioners or inquiries from the public.

Hearing none, Mayor Winters called for the vote.

Motion carried 4-1 (Commissioner Burow dissenting).



12. **ORDINANCE 3068, AMENDING TITLE 17, CHAPTER 20 OF THE OFFICIAL CODE OF THE CITY OF GREAT FALLS BY ADDING SECTION 175 TITLED "COMMUNITY GARDENS."**

Planning and Community Development Director Mike Haynes reported that this is first reading of Ordinance 3068 pertaining to community gardens. Proposed Ordinance 3068 liberalizes where community gardens may be established and allows community gardens to be established in residential neighborhoods without a Conditional Use Permit (CUP). Instead, the garden organizers would provide a dimensioned site plan and a user agreement between the property owner and the community garden group.

Mr. Haynes noted that removing the requirement for conditional use approval does eliminate the public hearing process and with it opportunity for neighbors to oppose a community garden, opportunity for the Commission to deny or impose additional conditions with a CUP, and the opportunity to revoke a CUP if conditions are not being met.

**Commissioner Bronson moved, seconded by Commissioner Burow, that the City Commission accept Ordinance 3068 on first reading and set a public hearing for April 5, 2011.**

Mayor Winters asked if there was any discussion amongst the Commissioners or inquiries from the public.

Hearing none, Mayor Winters called for the vote.

Motion carried 5-0.

13. **TRACT 1 OF VICTORY CHRISTIAN CENTER TRACTS.**

A. **ORDINANCE 3072, ASSIGN CITY ZONING OF R-3 SINGLE FAMILY HIGH DENSITY DISTRICT.**

B. **RESOLUTION 9920, ESTABLISH A CONDITIONAL USE PERMIT FOR A WORSHIP FACILITY ON TRACT 1 OF VICTORY CHRISTIAN CENTER TRACTS.**

Planning and Community Development Director Mike Haynes reported that this item relates to the proposed new Victory Christian Center to be built at 13<sup>th</sup> Street South and 29<sup>th</sup> Avenue South just south of the Castle Pines residential subdivision.

On February 22, 2011, the Planning Advisory Board/Zoning Commission recommended annexing the ±13.59 acre subject property into the City, assigning R-3 (Single-family high density) zoning to the property consistent with Castle Pines subdivision to the north, approving a Conditional Use Permit (CUP) to allow a Worship Facility in the R-3 zoning district and approving a minor subdivision of one lot into two lots.

**Commissioner Burow moved, seconded by Commissioner Bronson, that the City Commission accept Ordinance 3072 on first reading and set a public hearing for April 5, 2011.**

Mayor Winters asked if there was any discussion amongst the Commissioners or inquiries from the public.

Hearing none, Mayor Winters called for the vote.

Motion carried 5-0.

**Commissioner Bronson moved, seconded by Commissioner Burow, that the City Commission set a public hearing for April 5, 2011, on Resolution 9920.**

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

Commissioner Jolley inquired about the Sunnyside water pressure.

Public Works Director Jim Rearden responded that a 12 inch water main was extended from the Sunnyside area to the Castle Pines area. There is adequate water pressure to serve that area.

Mayor Winters asked if there were any inquires from the public.

Hearing none, Mayor Winters called for the vote.

Motion carried 5-0.

**14. ORDINANCE 3073, ASSIGN CITY ZONING TO NORTHVIEW ADDITION, PHASE 6.**

Planning and Community Development Director Mike Haynes reported that this item relates to the proposed Northview Addition Subdivision Phase 6 that will comprise six, single-family, residential lots located along the westerly segment of 40<sup>th</sup> Avenue NE.

On February 22, 2011, the Planning Advisory Board/Zoning Commission recommended annexing the ±1.59 acre subject property into the City and assigning PUD (Planned Unit Development) zoning to the property consistent with previous phases of the Northview Addition Subdivision.

While the Northview Addition will ultimately feature a grid-pattern street network that will provide easy and convenient ingress and egress to the subdivision, the slow absorption rate of homes in the subdivision precludes constructing the street network in advance and instead requires that the streets are constructed as the project develops.

**Commissioner Jones moved, seconded by Commissioner Bronson, that the City Commission accept Ordinance 3073 on first reading and set a public hearing for April 5, 2011.**

Mayor Winters asked if there was any discussion amongst the Commissioners or inquiries from the public.

Hearing none, Mayor Winters called for the vote.

Motion carried 5-0.

**15. ORDINANCE 3071, ASSIGN CITY ZONING TO CASTLE PINES ADDITION, PHASE IX.**

Planning and Community Development Director Mike Haynes reported that this item relates to the proposed Castle Pines Subdivision Phase 9 that will comprise 11 single-family lots fronting the

extended 29<sup>th</sup> Avenue South and Castle Pines Drive.

On February 22, 2011, the Planning Advisory Board/Zoning Commission recommended annexing the ±3.137 acre subject property into the City and assigning R-3 (Single-family high density) zoning to the property consistent with previous phases of the Castle Pines Subdivision.

Of the 11 lots, 10 lots will be acquired by NeighborWorks to accommodate construction of 10 homes in the “self-help” program with the remaining lot to be sold to a separate buyer.

**Commissioner Bronson moved, seconded by Commissioner Jones, that the City Commission accept Ordinance 3071 on first reading and set a public hearing for April 5, 2011.**

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

Commissioner Burow inquired about Fire Department response times, and whether any thought was given to a location for a future fire station.

Mr. Haynes responded that is an ongoing discussion with the Fire Department as the City expands. They have only had preliminary discussions regarding where a new fire station might potentially be located.

Assistant Fire Chief Steve Hester explained the national standard for response times. Great Falls Fire Rescue response times are outside the national standard for outlying areas. He noted the difference in property protection level as well.

City Manager Greg Doyon added that the City of Great Falls has grown incrementally over a longer period of time. Eventually, it all adds up. Staff will be discussing this in terms of how to incorporate impact of essential services into expanded development. At some point, there will be criteria the Commission will look at in order to make an estimation of whether they can effectively cover those new properties.

Mayor Winters asked if there were any inquires from the public.

Hearing none, Mayor Winters called for the vote.

Motion carried 5-0.

### **CONSENT AGENDA**

16. Minutes, March 1, 2011, Commission meeting.
17. Total Expenditures of \$1,352,083 for the period of February 23 through March 9, 2011, to include claims over \$5,000, in the amount of \$1,182,390.
18. Contracts list.
19. Grant list.
20. Award construction contract to Tamietti Construction Co. in the amount of \$55,897 for the Historic 10<sup>th</sup> Street Bridge Coatings, Phase II. **OF 979.6**

**Commissioner Jolley moved, seconded by Commissioner Bronson, that the City Commission approve the Consent Agenda as presented.**

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

**Cyndi Baker**, 500 Montana Avenue NW, inquired if stimulus money was used in Item 20.

City Manager Greg Doyon explained that Preservation Cascade applied for and received grant funding from the Department of Commerce.

Commissioner Burow added that the City is a pass-through entity for the money for the 10<sup>th</sup> Street Bridge.

**Cheryl Reichert**, 51 Prospect Drive, commented that she a member of the Preservation Cascade Board. She emphasized that Preservation Cascade has keep its promise in that no local tax dollars have been spent on the bridge. The funds were received by Preservation Cascade through a competitive grant that was specifically designated for historic projects around the State of Montana.

There being no one else to address the Commission, Mayor Winters called for the vote.

Motion carried 5-0.

## **PETITIONS AND COMMUNICATIONS**

### **21. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

Mayor Winters opened the meeting to Petitions and Communications.

- A. Scott Bielen**, 3609 7<sup>th</sup> Avenue North, commented that he is owner of the Beer Baron. He reported that there has been an issue with him trying to put a mobile food business on property he owns on 2<sup>nd</sup> Avenue North. In December, 2009, there was nothing in City Code that prevented him from putting this project together. He has since been told by the Community Development Department that their interpretation of City Code does not allow him to operate a mobile food business in a C-5 zoning district. Mr. Bielen believes his proposed business has been miscategorized. He discussed the investment he has in the property and trailer. Mr. Bielen expressed frustration that his phone calls to the Community Development Department haven't been returned. He pointed out that the Commission has the authority to amend a City Code. Mr. Bielen concluded by comparing the Community Development Department not allowing his business downtown, but allowed a sexually oriented business to be located downtown against City Code.

Mayor Winters informed Mr. Bielen that the Commission would revisit this matter.

In response to Commissioner Burow, Mr. Bielen explained that he would have to move his trailer every night to re-supply the water, and drain the gray water pursuant to City Code.

In response to Commissioner Jolley, Mr. Bielen advised that the property at issue is located at 213-

215 2<sup>nd</sup> Avenue North.

- B. **Micky Kelleher**, 3805 Countryside Village, complained of potholes and cars being damaged. Ms. Kelleher also expressed concern about the Pin & Cue abandoned building.

Mayor Winters responded that potholes of extreme danger should be reported to the City Manager who would relate the information to the appropriate department, and that the Pin & Cue is a privately owned building.

- C. **Mike Witsoe**, 510 11<sup>th</sup> Street South, reminded everyone about upcoming events: art week, gun show and St. Patrick’s Day.
- D. **John Hubbard**, 615 7<sup>th</sup> Avenue South, discussed the tragedy in Japan, the need for mud flaps on trucks, and the dangers of using a cell phone while driving. He discussed being referred to the County Attorney’s Office regarding his request for an accountability law. Mr. Hubbard further discussed an incident with federal marshals that occurred in his neighborhood several weeks ago.

**CITY MANAGER**

**22. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

City Manager Greg Doyon reported that severe pot holes should be reported to the Public Works Department. Regarding the water and sewer rates, he reported that there is a low income rate which is 90% of the regular rate. Mr. Doyon welcomed the new Building Official, Craig Raymond.

**CITY COMMISSION**

**23. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

Mayor Winters thanked the Boy Scouts and the public in attendance.

**ADJOURNMENT**

There being no further business to come before the regular Commission meeting, **Commissioner Bronson moved, seconded by Commissioner Jones, that the regular meeting of March 15, 2011, be adjourned at 8:29 p.m.**

Motion carried 5-0.

\_\_\_\_\_  
Mayor Winters

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





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

**PRESENTED BY:** Fiscal Services Director

**ACTION REQUESTED:** Approval with Consent Agenda

**LISTING OF ALL ACCOUNTS PAYABLE CHECKS ISSUED AVAILABLE ONLINE AT**  
[www.greatfallsmt.net/people\\_offices/fiscal/checkregister.php](http://www.greatfallsmt.net/people_offices/fiscal/checkregister.php)

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

ACCOUNTS PAYABLE CHECK RUNS FROM MARCH 10 - 30, 2011	2,399,521.13
MUNICIPAL COURT ACCOUNT CHECK RUN FOR MARCH 1 - 10, 2011	65,561.44
MUNICIPAL COURT ACCOUNT CHECK RUN FOR MARCH 11 - 15, 2011	17,004.00
MUNICIPAL COURT ACCOUNT CHECK RUN FOR MARCH 16 - 23, 2011	2,526.00
WIRE TRANSFERS FROM MARCH 10 - 16, 2011	858,565.36
WIRE TRANSFERS FROM MARCH 17 - 23, 2011	83,170.65
WIRE TRANSFERS FROM MARCH 24 - 30, 2011	438,532.33
<b>TOTAL: \$</b>	<b>3,864,880.91</b>

**GENERAL FUND**

**LEGAL**

MOULTON BELLINGHAM PC	CITY LEGAL MATTERS JANUARY 3 - 31, 2011	8,850.00
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**POLICE**

DIAMONDBACK TACTICAL LLP	HRU EQUIPMENT	10,427.70
MATTHEWS INTERNATIONAL	ANIMAL SHELTER INCINERATOR REPAIRS	5,849.91

**SPECIAL REVENUE FUND**

**CSTEP PROJECT**

HESSLER ARCHITECTS	PROGRESS PMT 1 CIVIC CENTER EXTERIOR CONDITION ASSESSMENT CSTEP OF1525	23,634.00
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**SUPPORT & INNOVATION**

GREAT FALLS BID	FEBRUARY 2011 TAX DISTRIBUTION	5,068.27
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**911 SPECIAL REVENUE**

WRIGHT-LINE LLC	DISPATCH CONSOLE FOR MALMSTROM	6,898.58
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**STREET DISTRICT**

SLETTEN CONSTRUCTION COMPANY	PMT 7 OF1455.3 ENGINEERING & OPERAT. OFFICE MODIFICATION (SPLIT AMONG FUNDS)	44,550.00
WESTERN SYSTEMS INC	SIEMENS TRAFFIC CONTROLLER	49,860.00
SMITH EQUIPMENT COMPANY	500 SY PAVING FABRIC	22,000.00

KNIFE RIVER

U.P.M. ASPHALT

8,969.80



**SPECIAL REVENUE FUND (CONT.)****FEDERAL BLOCK GRANTS**

NEIGHBORWORKS GREAT FALLS	ADMINISTRATIVE COSTS: 1516 9TH AVE S, 3025 2ND AVE S, AND 510 4TH AVE S	6,509.13
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**ENTERPRISE FUNDS****WATER**

FIRST INTERSTATE BANK	UTILITIES ADJUSTMENT REFUND	6,961.26
KONECRANES INC	CHLORINE ROOM HOIST INSPECTION & REPAIR	5,340.21

**SEWER**

VEOLIA WATER NORTH AMERICA	FEBRUARY WWTP OPERATION CONTRACT	246,806.34
VEOLIA WATER NORTH AMERICA	FEBRUARY CONTRACTED CAPITAL IMPROVEMENTS	12,500.00
VEOLIA WATER NORTH AMERICA	MARCH WWTP OPERATION CONTRACT	246,806.34
VEOLIA WATER NORTH AMERICA	MARCH CONTRACTED CAPITAL IMPROVEMENTS	12,500.00
JAMES TALCOTT CONSTRUCTION	PMT 2 OF1374.6 LIFT STATION #15 IMPROVEMENTS	68,109.51
NCI ENGINEERING COMPANY	OF1374.5 LIFT STATION AND WTP REHAB PROJECT	24,006.26
MT DEPT OF ENVIRONMENTAL QUALITY	WWTP MT0021920 ANNUAL PERMIT FEE	11,344.00

**STORM DRAIN**

THOMAS DEAN & HOSKINS INC	OF1617 NW GREAT FALLS STORM DRAIN STUDY	13,475.00
MT DEPT OF TRANSPORTATION	STORM DRAIN 2ND AVE N 15TH - 37TH CITY PORTION	33,788.00
MT DEPT OF TRANSPORTATION	STORM DRAIN 1ST AVE N 25TH - 38TH CITY PORTION	8,978.00

**ELECTRIC**

SOUTHERN	PMT OF ENERGY SUPPLY EXPENSE FEB 11	650,000.00
SOUTHERN	PMT OF ENERGY SUPPLY EXPENSE FEB 11	283,829.20

**PARKING**

APCOA/STANDARD PARKING	APRIL 2011 COMPENSATION	25,339.82
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**GOLF COURSES**

MIDLAND IMPLEMENT COMPANY INC	WORK CART W/ DEDICATED SPRAYER	27,208.00
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**CIVIC CENTER EVENTS**

GREAT FALLS SYMPHONY ASSOC	PRELIMINARY RIVERDANCE CASH OUT	105,771.67
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**INTERNAL SERVICES FUND****HEALTH & BENEFITS**

BLUE CROSS/BLUE SHIELD	HEALTH INS CLAIMS MARCH 8 - 14, 2011	156,422.67
BLUE CROSS/BLUE SHIELD	ADMIN, REINS, AND COBRA MARCH 2011	52,142.69
BLUE CROSS/BLUE SHIELD	HEALTH INS CLAIMS MARCH 15 - 21, 2011	83,170.65
BLUE CROSS/BLUE SHIELD	HEALTH INS CLAIMS MARCH 22 - 28, 2011	154,703.13

**INSURANCE & SAFETY**

MONTANA MUNICIPAL INTERLOCAL	FEBRUARY 2011 GENERAL LIABILITY	16,801.32
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**INTERNAL SERVICES FUND (CONT.)****CENTRAL GARAGE**

MOUNTAIN VIEW CO-OP	FUEL	24,431.84
MOUNTAIN VIEW CO-OP	FUEL	22,696.41

**ENGINEERING**

SLETTEN CONSTRUCTION COMPANY	PMT 7 OF1455.3 ENGINEERING & OPERAT. OFFICE MODIFICATION ICAP LOAN (SPLIT AMONG FUNDS)	80,269.14
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**CC FACILITY SERVICES**

A T KLEMENS INC	PMT 6 HVAC SYSTEM IN MANSFIELD THEATER	18,236.79
MEALEY CONSTRUCTION INC	FINAL PMT MANSFIELD THEATER DRESSING ROOM AND GREEN ROOM REMODEL	8,482.08
LIGGETT CONSTRUCTION	CIVIC CENTER SNOW REMOVAL 1/4/11 TO 2/8/2011	7,120.00

**TRUST AND AGENCY****COURT TRUST MUNICIPAL COURT**

CITY OF GREAT FALLS	FINES & FORFEITURES COLLECTIONS	73,655.44
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**PAYROLL CLEARING**

STATE TREASURER	MONTANA TAXES	34,794.00
ICMA RETIREMENT TRUST	EMPLOYEE CONTRIBUTIONS	11,675.97
FIREFIGHTER RETIREMENT	FIREFIGHTER RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	43,705.07
STATEWIDE POLICE RESERVE FUND	POLICE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	54,396.75
PUBLIC EMPLOYEE RETIREMENT	PUBLIC EMPLOYEE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	89,847.75
POLICE SAVINGS & LOAN	EMPLOYEE CONTRIBUTIONS	11,459.00
1ST INTERSTATE BANK	FEDERAL TAXES, FICA & MEDICARE	156,816.64
AFLAC	EMPLOYEE CONTRIBUTIONS	12,110.67
MT MUNICIPAL INTERLOCAL AUTHORITY	WORKERS COMP EMPLOYER CONTRIBUTIONS	198,493.16
UNEMPLOYMENT INSURANCE DIVISION	UNEMPLOYMENT	22,599.36

**UTILITY BILLS**

MONTANA WASTE SYSTEMS INC	FEBRUARY 2011 CHARGES	49,515.72
ENERGY WEST RESOURCES INC	FEBRUARY 2011 CHARGES	49,116.83
QWEST	FEBRUARY 2011 911 CHARGES	5,827.45
NORTHWESTERN ENERGY	JANUARY 2011 CHARGES	13,649.07
QWEST	MARCH 2011 911 CHARGES	5,832.02
NORTHWESTERN ENERGY	MARCH 2011 SLD CHARGES	76,003.84

**CLAIMS OVER \$5000 TOTAL:**\$ 3,509,356.46

# City of Great Falls

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Account#	Check#	VendorName	Vendor#	Invoice#	Amount
5735-64-646-42520	213551	UDDER DISTRIBUTING INC	13044	I11-001222	\$ 59.91
					-----
					Fund(5735) Total\$59.91
2210-64-621-43590	213116	METALS TESTING SERVICES INC	13534	I11-000573	\$ 1,950.00
2210-64-621-43590	213175	THOMAS DEAN & HOSKINS INC	119	I11-000785	\$ 1,034.00
2210-64-621-43590	213330	OLYMPUS TECHNICAL SERVICES INC	13518	I11-001313	\$ 554.50
					-----
					Fund(2210) Total\$3,538.50
2438-10-051-43420	213490	NORTHWESTERN ENERGY	82	I11-001470	\$ 79.76
					-----
					Fund(2438) Total\$79.76
2436-10-051-43420	213490	NORTHWESTERN ENERGY	82	I11-001470	\$ 91.40
					-----
					Fund(2436) Total\$91.40
2434-10-051-43420	213490	NORTHWESTERN ENERGY	82	I11-001470	\$ 14.55
					-----
					Fund(2434) Total\$14.55
2432-10-051-43420	213490	NORTHWESTERN ENERGY	82	I11-001470	\$ 77.64
					-----
					Fund(2432) Total\$77.64
2251-71-711-42190	213113	MASTERCARD PROCESSING CENTER	8270	I11-000242	\$ 388.71
2251-71-711-42190	213142	PICKWICK'S OFFICE WORKS INC	367	I11-000468	\$ 24.18
2251-71-711-43630	213172	SUPERIOR BUSINESS EQUIPMENT CO INC	6345	I11-000470	\$ 17.99
2251-18-711-43310	213280	GREAT FALLS TRIBUNE	77	I11-001120	\$ 146.20
2251-18-711-43310	213280	GREAT FALLS TRIBUNE	77	I11-001120	\$ 149.40
2251-18-711-43310	213280	GREAT FALLS TRIBUNE	77	I11-001120	\$ 99.80
2251-18-711-43310	213280	GREAT FALLS TRIBUNE	77	I11-001120	\$ 103.00
2251-18-711-43920	213280	GREAT FALLS TRIBUNE	77	I11-001138	\$ 202.32
2251-71-711-42190	213467	MASTERCARD PROCESSING CENTER	8270	I11-001597	\$ 199.95
					-----
					Fund(2251) Total\$1,331.55
4001-14-199-43590	213280	GREAT FALLS TRIBUNE	77	I11-001131	\$ 128.60
4001-31-511-49310	213280	GREAT FALLS TRIBUNE	77	I11-001131	\$ 398.98
					-----
					Fund(4001) Total\$527.58
2405-10-051-43420	213550	NORTHWESTERN ENERGY	82	I11-001656	\$ 844.93
					-----
					Fund(2405) Total\$844.93

# City of Great Falls

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Account#	Check#	VendorName	Vendor#	Invoice#	Amount
2404-10-051-43420	213550	NORTHWESTERN ENERGY	82	I11-001656	\$ 77.03
				-----	
				Fund(2404) Total	\$77.03
2403-10-051-43420	213550	NORTHWESTERN ENERGY	82	I11-001656	\$ 249.63
				-----	
				Fund(2403) Total	\$249.63
2402-10-051-43420	213550	NORTHWESTERN ENERGY	82	I11-001656	\$ 160.20
				-----	
				Fund(2402) Total	\$160.20
6065-15-211-43630	213066	DAVIS BUSINESS MACHINES	293	I11-000794	\$ 37.68
6065-15-261-43630	213066	DAVIS BUSINESS MACHINES	293	I11-000794	\$ 37.68
6065-15-262-43630	213066	DAVIS BUSINESS MACHINES	293	I11-000794	\$ 15.07
6065-15-263-43630	213066	DAVIS BUSINESS MACHINES	293	I11-000794	\$ 15.07
6065-15-264-43630	213066	DAVIS BUSINESS MACHINES	293	I11-000794	\$ 30.14
6065-15-264-43110	213099	INNOVATIVE POSTAL SERVICE INC	7796	I11-000602	\$ 18.91
6065-15-264-43210	213099	INNOVATIVE POSTAL SERVICE INC	7796	I11-000602	\$ 11.14
6065-15-264-43110	213099	INNOVATIVE POSTAL SERVICE INC	7796	I11-000638	\$ 14.90
6065-15-264-43210	213099	INNOVATIVE POSTAL SERVICE INC	7796	I11-000638	\$ 4.50
6065-15-268-43110	213099	INNOVATIVE POSTAL SERVICE INC	7796	I11-000639	\$ 96.76
6065-15-268-43110	213099	INNOVATIVE POSTAL SERVICE INC	7796	I11-000640	\$ 222.76
6065-15-268-43110	213099	INNOVATIVE POSTAL SERVICE INC	7796	I11-000641	\$ 71.10
6065-15-268-43110	213099	INNOVATIVE POSTAL SERVICE INC	7796	I11-000642	\$ 87.76
6065-15-268-43110	213099	INNOVATIVE POSTAL SERVICE INC	7796	I11-000643	\$ 57.33
6065-15-264-43110	213099	INNOVATIVE POSTAL SERVICE INC	7796	I11-000796	\$ 7.26
6065-15-264-43210	213099	INNOVATIVE POSTAL SERVICE INC	7796	I11-000796	\$ 2.09
6065-15-264-43110	213099	INNOVATIVE POSTAL SERVICE INC	7796	I11-000800	\$ 2,266.86
6065-15-264-43210	213099	INNOVATIVE POSTAL SERVICE INC	7796	I11-000800	\$ 756.91
6065-15-211-43690	213125	MOUNTAIN CHIME TELEPHONE INC	1065	I11-000570	\$ 106.25
6065-15-211-42190	213142	PICKWICK'S OFFICE WORKS INC	367	I11-000566	\$ 40.47
6065-15-261-42190	213142	PICKWICK'S OFFICE WORKS INC	367	I11-000566	\$ 67.36
6065-15-262-42190	213142	PICKWICK'S OFFICE WORKS INC	367	I11-000566	\$ 13.59
6065-15-263-42190	213142	PICKWICK'S OFFICE WORKS INC	367	I11-000566	\$ 26.89
6065-15-264-42190	213142	PICKWICK'S OFFICE WORKS INC	367	I11-000566	\$ 121.13

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<b>Account#</b>	<b>Check#</b>	<b>VendorName</b>	<b>Vendor#</b>	<b>Invoice#</b>	<b>Amount</b>
6065-15-211-43590	213148	REBECCA L JOHNS	13529	I11-000802	\$ 2,500.00
6065-15-264-42110	213240	CASCADE COUNTY PRINT SHOP	8479	I11-000968	\$ 25.00
6065-15-211-43530	213249	D & B	12645	I11-001236	\$ 449.00
6065-15-264-43110	213288	INNOVATIVE POSTAL SERVICE INC	7796	I11-000974	\$ 1,756.25
6065-15-264-43210	213288	INNOVATIVE POSTAL SERVICE INC	7796	I11-000974	\$ 587.74
6065-15-264-43110	213288	INNOVATIVE POSTAL SERVICE INC	7796	I11-000976	\$ 5.73
6065-15-264-43210	213288	INNOVATIVE POSTAL SERVICE INC	7796	I11-000976	\$ 1.62
6065-15-264-43110	213288	INNOVATIVE POSTAL SERVICE INC	7796	I11-000979	\$ 14.52
6065-15-264-43210	213288	INNOVATIVE POSTAL SERVICE INC	7796	I11-000979	\$ 4.41
6065-15-264-43110	213288	INNOVATIVE POSTAL SERVICE INC	7796	I11-000981	\$ 239.94
6065-15-264-43210	213288	INNOVATIVE POSTAL SERVICE INC	7796	I11-000981	\$ 30.70
6065-15-268-43110	213288	INNOVATIVE POSTAL SERVICE INC	7796	I11-000986	\$ 67.09
6065-15-268-43110	213288	INNOVATIVE POSTAL SERVICE INC	7796	I11-000987	\$ 100.55
6065-15-268-43110	213288	INNOVATIVE POSTAL SERVICE INC	7796	I11-000988	\$ 140.00
6065-15-268-43110	213288	INNOVATIVE POSTAL SERVICE INC	7796	I11-000991	\$ 112.59
6065-15-268-43110	213288	INNOVATIVE POSTAL SERVICE INC	7796	I11-000993	\$ 91.19
6065-15-261-43320	213305	MASTERCARD PROCESSING CENTER	8270	I11-001241	\$ 26.50
6065-15-261-43790	213305	MASTERCARD PROCESSING CENTER	8270	I11-001277	\$ 410.00
6065-15-261-43790	213305	MASTERCARD PROCESSING CENTER	8270	I11-001277	\$ 476.80
6065-15-264-42190	213306	MAVERICK INTERNATIONAL	12874	I11-001234	\$ 96.65
6065-15-261-42190	213335	PICKWICK'S OFFICE WORKS INC	367	I11-000984	\$ 12.86
6065-15-211-42120	213425	CRESCENT ELECTRIC SUPPLY CO	405	I11-001330	\$ 57.31
6065-15-261-42120	213425	CRESCENT ELECTRIC SUPPLY CO	405	I11-001330	\$ 95.38
6065-15-262-42120	213425	CRESCENT ELECTRIC SUPPLY CO	405	I11-001330	\$ 19.24
6065-15-263-42120	213425	CRESCENT ELECTRIC SUPPLY CO	405	I11-001330	\$ 57.31
6065-15-264-42120	213425	CRESCENT ELECTRIC SUPPLY CO	405	I11-001330	\$ 171.51
6065-15-268-43110	213452	INNOVATIVE POSTAL SERVICE INC	7796	I11-001515	\$ 97.76
6065-15-268-43110	213452	INNOVATIVE POSTAL SERVICE INC	7796	I11-001516	\$ 45.20
6065-15-268-43110	213452	INNOVATIVE POSTAL SERVICE INC	7796	I11-001517	\$ 167.83
6065-15-268-43110	213452	INNOVATIVE POSTAL SERVICE INC	7796	I11-001518	\$ 41.55

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6065-15-268-43110	213452	INNOVATIVE POSTAL SERVICE INC	7796	I11-001519	\$ 96.58
6065-15-264-43110	213452	INNOVATIVE POSTAL SERVICE INC	7796	I11-001520	\$ 17.95
6065-15-264-43210	213452	INNOVATIVE POSTAL SERVICE INC	7796	I11-001520	\$ 5.21
6065-15-263-43790	213549	MASTERCARD PROCESSING CENTER	8270	I11-001707	\$ 608.80
6065-15-263-43790	213549	MASTERCARD PROCESSING CENTER	8270	I11-001707	\$ 735.00
-----					
				Fund(6065) Total	\$13,495.38
2956-18-712-49310	213275	GPD PC	8824	I11-000903	\$ 1,317.50
2956-18-712-49310	213447	HESSLER ARCHITECTS	13538	I11-001350	\$ 23,634.00
-----					
				Fund(2956) Total	\$24,951.50
6060-21-151-43410	213340	QWEST	81	I11-000933	\$ 677.45
6060-21-151-43410	213340	QWEST	81	I11-001061	\$ 250.26
6060-21-151-43410	213500	QWEST COMMUNICATIONS COMPANY LLC	9903	I11-001538	\$ 500.38
-----					
				Fund(6060) Total	\$1,428.09
2440-10-051-43420	213490	NORTHWESTERN ENERGY	82	I11-001470	\$ 17.24
-----					
				Fund(2440) Total	\$17.24
5740-64-693-43975	213133	NATIONAL LAUNDRY	388	I11-000670	\$ 118.13
5740-00-000-21400	213187	WALLEYES UNLIMITED	10174	I11-000671	\$ 90.25
5740-64-692-43340	213280	GREAT FALLS TRIBUNE	77	I11-001312	\$ 319.00
5740-64-691-42290	213292	JOHNSON MADISON LUMBER INC	9	I11-001196	\$ 41.26
5740-00-000-21400	213350	S.A.G.E.	12731	I11-001203	\$ 420.80
5740-64-691-42190	213357	STAPLES ADVANTAGE	13227	I11-001171	\$ 102.66
5740-64-691-42190	213357	STAPLES ADVANTAGE	13227	I11-001175	\$ 360.95
5740-64-691-43640	213360	SUNSHINE PRODUCTIONS LTD	2495	I11-001160	\$ 82.50
5740-64-691-43640	213369	TRIANGLE PIANO SERVICE	5189	I11-001157	\$ 135.00
5740-64-691-43590	213377	VISIONONE INC	11426	I11-001208	\$ 945.50
5740-64-691-43590	213377	VISIONONE INC	11426	I11-001208	\$ 59.95
5740-00-000-21400	213385	GREAT FALLS SYMPHONY ASSOC INC	299	I11-001562	\$ 95,000.00
5740-64-691-42290	213476	MORNING LIGHT COFFEE	4021	I11-001523	\$ 68.50
5740-00-000-21480	213517	Studio 706	12731	I11-001525	\$ 107.00

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5740-64-693-43590	213529	TRIANGLE PIANO SERVICE	5189	I11-001522	\$ 90.00
5740-00-000-21480	213538	WALLACE MARINE LLC	10405	I11-001521	\$ 533.00
5740-00-000-21400	213548	GREAT FALLS SYMPHONY ASSOC INC	299	I11-001563	\$ 10,771.67
					-----
					Fund(5740) Total\$109,246.17
2855-21-391-43790	213113	MASTERCARD PROCESSING CENTER	8270	I11-000506	\$ 55.99
2855-21-391-43590	213185	VERIZON WIRELESS	10858	I11-000408	\$ 357.07
2855-21-318-43415	213185	VERIZON WIRELESS	10858	I11-000528	\$ 74.63
2855-21-391-43790	213427	DAVIDSON TRAVEL INC	4813	I11-001406	\$ 540.50
2855-21-391-43790	213427	DAVIDSON TRAVEL INC	4813	I11-001408	\$ 580.50
2855-21-318-43415	213536	VERIZON WIRELESS	10858	I11-001510	\$ 12.99
					-----
					Fund(2855) Total\$1,621.68
2409-10-051-43420	213550	NORTHWESTERN ENERGY	82	I11-001656	\$ 10.24
					-----
					Fund(2409) Total\$10.24
2850-21-313-42120	213194	WRIGHT-LINE LLC	13508	I11-000530	\$ 6,898.58
2850-21-313-43410	213499	QWEST	81	I11-001365	\$ 632.22
					-----
					Fund(2850) Total\$7,530.80
2408-10-051-43420	213550	NORTHWESTERN ENERGY	82	I11-001656	\$ 231.39
					-----
					Fund(2408) Total\$231.39
2407-10-051-43420	213550	NORTHWESTERN ENERGY	82	I11-001656	\$ 286.55
					-----
					Fund(2407) Total\$286.55
2406-10-051-43420	213550	NORTHWESTERN ENERGY	82	I11-001656	\$ 4.31
					-----
					Fund(2406) Total\$4.31
2220-61-611-43320	213035	BARNES & NOBLE BOOKSELLERS INC	5643	I11-000544	\$ 636.24
2220-61-611-43320	213046	BRODART COMPANY	92	I11-000538	\$ 117.84
2220-61-611-43320	213046	BRODART COMPANY	92	I11-000539	\$ 32.32
2220-61-611-43320	213046	BRODART COMPANY	92	I11-000541	\$ 36.19
2220-61-611-43320	213046	BRODART COMPANY	92	I11-000542	\$ 48.31
2220-61-611-43320	213046	BRODART COMPANY	92	I11-000543	\$ 16.94
2220-61-611-43320	213046	BRODART COMPANY	92	I11-000755	\$ 219.45
2220-61-611-43320	213046	BRODART COMPANY	92	I11-000763	\$ 24.65



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2220-61-611-43320	213046	BRODART COMPANY	92	I11-000768	\$ 27.16
2220-61-611-43320	213046	BRODART COMPANY	92	I11-000769	\$ 37.93
2220-61-611-43590	213061	CONSULTEE TURF	5454	I11-000730	\$ 209.60
2220-61-611-43630	213066	DAVIS BUSINESS MACHINES	293	I11-000571	\$ 217.00
2220-61-611-43430	213074	ENERGY WEST RESOURCES INC	83	I11-000707	\$ 3,781.71
2220-61-611-43210	213094	HF GROUP LLC (THE)	9895	I11-000547	\$ 595.24
2220-61-611-42390	213112	MASCO JANITORIAL SUPPLY	198	I11-000568	\$ 36.60
2220-61-611-42390	213112	MASCO JANITORIAL SUPPLY	198	I11-000569	\$ -10.00
2220-61-611-42190	213113	MASTERCARD PROCESSING CENTER	8270	I11-000728	\$ 56.02
2220-61-611-43790	213113	MASTERCARD PROCESSING CENTER	8270	I11-000728	\$ 38.46
2220-61-611-42190	213113	MASTERCARD PROCESSING CENTER	8270	I11-000728	\$ 88.35
2220-61-611-43320	213113	MASTERCARD PROCESSING CENTER	8270	I11-000728	\$ 58.79
2220-61-611-42140	213113	MASTERCARD PROCESSING CENTER	8270	I11-000728	\$ 46.90
2220-61-611-42190	213113	MASTERCARD PROCESSING CENTER	8270	I11-000728	\$ 99.88
2220-61-611-42390	213133	NATIONAL LAUNDRY	388	I11-000567	\$ 15.26
2220-61-611-43420	213137	NORTHWESTERN ENERGY	82	I11-000502	\$ 728.71
2220-61-611-42190	213146	PROPERTY & SUPPLY BUREAU ST OF MT	621	I11-000598	\$ 60.71
2220-61-611-43410	213147	QWEST	81	I11-000600	\$ 150.48
2220-61-611-43320	213159	SHELBY PROMOTER	6081	I11-000545	\$ 45.00
2220-61-611-43412	213164	SOFTWORX INC	5124	I11-000599	\$ 188.00
2220-61-611-43590	213178	Tom Earl Enterprises	12127	I11-000536	\$ 870.00
2220-61-611-43320	213214	AMAZON.COM	10702	I11-001063	\$ 207.85
2220-61-611-43320	213214	AMAZON.COM	10702	I11-001066	\$ 19.95
2220-61-611-43320	213217	AUDIOGO	5795	I11-001069	\$ 112.26
2220-61-611-43320	213232	BRODART COMPANY	92	I11-000881	\$ 46.08
2220-61-611-43320	213232	BRODART COMPANY	92	I11-001111	\$ 32.00
2220-61-611-43320	213232	BRODART COMPANY	92	I11-001112	\$ 13.15
2220-61-611-43320	213232	BRODART COMPANY	92	I11-001113	\$ 20.89
2220-61-611-43320	213232	BRODART COMPANY	92	I11-001116	\$ 83.20
2220-61-611-43320	213232	BRODART COMPANY	92	I11-001117	\$ 18.85

# City of Great Falls

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<b>Account#</b>	<b>Check#</b>	<b>VendorName</b>	<b>Vendor#</b>	<b>Invoice#</b>	<b>Amount</b>
2220-61-611-43320	213232	BRODART COMPANY	92	I11-001118	\$ 86.58
2220-61-611-43320	213232	BRODART COMPANY	92	I11-001323	\$ 14.70
2220-61-611-43320	213232	BRODART COMPANY	92	I11-001324	\$ 19.10
2220-61-611-43320	213232	BRODART COMPANY	92	I11-001328	\$ 61.66
2220-61-611-45920	213237	CARL CLARK	12978	I11-001276	\$ 34.95
2220-61-611-42120	213254	DELL MARKETING LP	12222	I11-001251	\$ 105.97
2220-61-611-43620	213261	ENTERPRISE ELECTRIC INC	2370	I11-001248	\$ 1,787.00
2220-61-611-43420	213329	NORTHWESTERN ENERGY	82	I11-001292	\$ 41.46
2220-61-611-42120	213356	SIRSI DYNIX	10146	I11-001273	\$ 391.50
2220-61-611-42390	213361	TC GLASS DISTRIBUTOR INC	34	I11-001247	\$ 65.32
2220-61-611-43526	213370	UNIQUE MANAGEMENT SERVICES INC	8996	I11-001250	\$ 196.90
2220-61-611-43110	213373	US POSTAL SERVICE POSTAGE BY PHONE	116	I11-001244	\$ 2,000.00
2220-61-611-43320	213392	AMAZON.COM	10702	I11-001067	\$ 134.07
2220-61-611-42390	213395	AMSAN	47	I11-001341	\$ 96.32
2220-61-611-43320	213409	BRODART COMPANY	92	I11-001459	\$ 49.91
2220-61-611-43320	213409	BRODART COMPANY	92	I11-001461	\$ 47.60
2220-61-611-43320	213409	BRODART COMPANY	92	I11-001463	\$ 16.65
2220-61-611-43320	213409	BRODART COMPANY	92	I11-001463	\$ 44.13
2220-61-611-43320	213409	BRODART COMPANY	92	I11-001468	\$ 85.81
2220-61-611-43320	213409	BRODART COMPANY	92	I11-001469	\$ 17.15
2220-61-611-43320	213409	BRODART COMPANY	92	I11-001564	\$ 12.59
2220-61-611-43320	213409	BRODART COMPANY	92	I11-001565	\$ 81.13
2220-61-611-43320	213409	BRODART COMPANY	92	I11-001566	\$ 13.63
2220-61-611-43320	213409	BRODART COMPANY	92	I11-001567	\$ 17.01
2220-61-611-43320	213409	BRODART COMPANY	92	I11-001567	\$ 31.44
2220-61-611-43320	213409	BRODART COMPANY	92	I11-001569	\$ 20.90
2220-61-611-42390	213425	CRESCENT ELECTRIC SUPPLY CO	405	I11-001340	\$ 34.95
2220-61-611-43320	213436	GALE GROUP	2250	I11-001455	\$ 158.22
2220-61-611-43320	213436	GALE GROUP	2250	I11-001457	\$ 19.47
2220-61-611-42390	213466	MASCO JANITORIAL SUPPLY	198	I11-001339	\$ 224.84

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2220-61-611-43420	213550	NORTHWESTERN ENERGY	82	111-001635	\$ 33.25
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2221-61-613-43320	213035	BARNES & NOBLE BOOKSELLERS INC	5643	111-000546	\$ 38.15
					Fund(2220) Total\$14,972.18
2221-61-613-43320	213035	BARNES & NOBLE BOOKSELLERS INC	5643	111-000546	\$ 76.67
2221-61-613-43320	213035	BARNES & NOBLE BOOKSELLERS INC	5643	111-000815	\$ 118.32
2221-61-613-43320	213035	BARNES & NOBLE BOOKSELLERS INC	5643	111-000815	\$ 48.00
2221-61-613-43320	213035	BARNES & NOBLE BOOKSELLERS INC	5643	111-000815	\$ 14.39
2221-61-613-43320	213035	BARNES & NOBLE BOOKSELLERS INC	5643	111-000817	\$ 24.72
2221-61-613-43320	213035	BARNES & NOBLE BOOKSELLERS INC	5643	111-000817	\$ 123.00
2221-61-613-43320	213046	BRODART COMPANY	92	111-000004	\$ 18.85
2221-61-613-43320	213046	BRODART COMPANY	92	111-000025	\$ 34.41
2221-61-613-43320	213046	BRODART COMPANY	92	111-000537	\$ 30.44
2221-61-613-43320	213046	BRODART COMPANY	92	111-000538	\$ 133.88
2221-61-613-43320	213046	BRODART COMPANY	92	111-000539	\$ 112.21
2221-61-613-43320	213046	BRODART COMPANY	92	111-000540	\$ 390.60
2221-61-613-43320	213046	BRODART COMPANY	92	111-000542	\$ 116.98
2221-61-613-43320	213046	BRODART COMPANY	92	111-000543	\$ 93.47
2221-61-613-43320	213046	BRODART COMPANY	92	111-000753	\$ 273.58
2221-61-613-43320	213046	BRODART COMPANY	92	111-000760	\$ 40.65
2221-61-613-43320	213046	BRODART COMPANY	92	111-000763	\$ 35.62
2221-61-613-43320	213046	BRODART COMPANY	92	111-000764	\$ 45.85
2221-61-613-43320	213046	BRODART COMPANY	92	111-000765	\$ -25.00
2221-61-613-43320	213046	BRODART COMPANY	92	111-000770	\$ 251.20
2221-61-613-43320	213058	CMR HIGH SCHOOL	8127	111-000771	\$ 55.00
2221-61-613-43945	213090	Hal Herring	12978	111-000535	\$ 50.00
2221-61-613-43945	213105	KGPR	12978	111-000518	\$ 50.00
2221-61-613-43945	213149	RECORDED BOOKS LLC	10204	111-000513	\$ 33.00
2221-61-613-43320	213214	AMAZON.COM	10702	111-001065	\$ 52.52
2221-61-613-43320	213215	Arcadia Publishing	12978	111-001068	\$ 75.37
2221-61-613-43320	213232	BRODART COMPANY	92	111-000878	\$ 32.92

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2221-61-613-43320	213232	BRODART COMPANY	92	I11-000879	\$ 21.30
2221-61-613-43320	213232	BRODART COMPANY	92	I11-000880	\$ 49.24
2221-61-613-43320	213232	BRODART COMPANY	92	I11-000882	\$ 34.39
2221-61-613-43320	213232	BRODART COMPANY	92	I11-001111	\$ 62.40
2221-61-613-43320	213232	BRODART COMPANY	92	I11-001114	\$ 462.36
2221-61-613-43320	213232	BRODART COMPANY	92	I11-001116	\$ 300.24
2221-61-613-43320	213232	BRODART COMPANY	92	I11-001118	\$ 90.44
2221-61-613-43320	213232	BRODART COMPANY	92	I11-001321	\$ 57.06
2221-61-613-43320	213232	BRODART COMPANY	92	I11-001322	\$ 73.01
2221-61-613-43320	213232	BRODART COMPANY	92	I11-001325	\$ 59.58
2221-61-613-43320	213232	BRODART COMPANY	92	I11-001326	\$ 15.26
2221-61-613-43320	213232	BRODART COMPANY	92	I11-001327	\$ 18.16
2221-61-613-43320	213232	BRODART COMPANY	92	I11-001328	\$ 31.70
2221-61-613-43320	213232	BRODART COMPANY	92	I11-001328	\$ 98.25
2221-61-613-43320	213232	BRODART COMPANY	92	I11-001329	\$ 189.23
2221-61-613-43945	213238	CAROL BRADLEY	12978	I11-001286	\$ 150.00
2221-61-613-43320	213241	CENGAGE LEARNING	12902	I11-001320	\$ 27.79
2221-61-613-43320	213242	CENTER POINT PUBLISHING	8335	I11-001319	\$ 42.73
2221-61-613-43945	213294	KEN ROBISON	12978	I11-001304	\$ 50.00
2221-61-613-43945	213337	POWDERHORN INDUSTRIES INC	9624	I11-001307	\$ 265.03
2221-61-613-43945	213348	RUTH MCLAUGHLIN	12978	I11-001300	\$ 150.00
2221-61-613-43945	213386	2 J'S NATURAL FOODS INC	4456	I11-001343	\$ 43.77
2221-61-613-43320	213392	AMAZON.COM	10702	I11-001067	\$ 10.17
2221-61-613-43320	213399	BAKER & TAYLOR INC	4335	I11-001456	\$ 80.23
2221-61-613-43320	213409	BRODART COMPANY	92	I11-001460	\$ 30.44
2221-61-613-43320	213409	BRODART COMPANY	92	I11-001462	\$ 23.39
2221-61-613-43320	213409	BRODART COMPANY	92	I11-001463	\$ 157.47
2221-61-613-43320	213409	BRODART COMPANY	92	I11-001464	\$ 201.30
2221-61-613-43320	213409	BRODART COMPANY	92	I11-001465	\$ 19.88
2221-61-613-43320	213409	BRODART COMPANY	92	I11-001465	\$ 41.80

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2221-61-613-43320	213409	BRODART COMPANY	92	I11-001466	\$ 27.08
2221-61-613-43320	213409	BRODART COMPANY	92	I11-001467	\$ 48.06
2221-61-613-43320	213409	BRODART COMPANY	92	I11-001565	\$ 292.33
2221-61-613-43320	213409	BRODART COMPANY	92	I11-001566	\$ 104.62
2221-61-613-43320	213409	BRODART COMPANY	92	I11-001567	\$ 305.83
2221-61-613-43320	213409	BRODART COMPANY	92	I11-001568	\$ 69.56
2221-61-613-43320	213436	GALE GROUP	2250	I11-001455	\$ 39.74
2221-61-613-43320	213436	GALE GROUP	2250	I11-001458	\$ 44.99
2221-61-613-43945	213444	GUSTAFSON, WYLIE	13540	I11-001294	\$ 750.00
2221-61-613-43320	213451	Infobase Publishing	12978	I11-001570	\$ 66.93
2221-61-613-43945	213546	ZARZYSKI, PAUL	13541	I11-001282	\$ 750.00
				-----	
				Fund(2221) Total	\$7,700.56
2420-10-051-43420	213550	NORTHWESTERN ENERGY	82	I11-001650	\$ 1,127.07
				-----	
				Fund(2420) Total	\$1,127.07
5410-31-588-43430	213074	ENERGY WEST RESOURCES INC	83	I11-000707	\$ 400.66
5410-31-585-43630	213100	J & V RESTAURANT & FIRE SUPPLY	6109	I11-000553	\$ 106.00
5410-31-584-43445	213123	MONTANA WASTE SYSTEMS INC	8467	I11-000806	\$ 17,410.13
5410-31-585-43445	213123	MONTANA WASTE SYSTEMS INC	8467	I11-000806	\$ 28,896.64
5410-31-588-43445	213123	MONTANA WASTE SYSTEMS INC	8467	I11-000806	\$ 3,181.29
5410-31-585-43630	213133	NATIONAL LAUNDRY	388	I11-000635	\$ 9.29
5410-31-584-43630	213133	NATIONAL LAUNDRY	388	I11-000635	\$ 9.30
5410-31-585-43620	213136	NORTHWEST PIPE FITTINGS INC	142	I11-000673	\$ 3.02
5410-31-584-43620	213136	NORTHWEST PIPE FITTINGS INC	142	I11-000673	\$ 3.02
5410-31-585-43620	213136	NORTHWEST PIPE FITTINGS INC	142	I11-000705	\$ 16.76
5410-31-584-43620	213136	NORTHWEST PIPE FITTINGS INC	142	I11-000705	\$ 16.76
5410-31-588-43420	213137	NORTHWESTERN ENERGY	82	I11-000502	\$ 145.80
5410-31-585-42190	213142	PICKWICK'S OFFICE WORKS INC	367	I11-000605	\$ 51.67
5410-31-584-42190	213142	PICKWICK'S OFFICE WORKS INC	367	I11-000605	\$ 51.68
5410-31-585-42190	213142	PICKWICK'S OFFICE WORKS INC	367	I11-000606	\$ 1.67
5410-31-584-42190	213142	PICKWICK'S OFFICE WORKS INC	367	I11-000606	\$ 1.66

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5410-31-585-42190	213142	PICKWICK'S OFFICE WORKS INC	367	I11-000608	\$ 47.16
5410-31-584-42190	213142	PICKWICK'S OFFICE WORKS INC	367	I11-000608	\$ 47.17
5410-31-585-42190	213142	PICKWICK'S OFFICE WORKS INC	367	I11-000609	\$ 1.43
5410-31-584-42190	213142	PICKWICK'S OFFICE WORKS INC	367	I11-000609	\$ 1.42
5410-31-585-42190	213142	PICKWICK'S OFFICE WORKS INC	367	I11-000610	\$ 1.62
5410-31-584-42190	213142	PICKWICK'S OFFICE WORKS INC	367	I11-000610	\$ 1.63
5410-31-585-42190	213142	PICKWICK'S OFFICE WORKS INC	367	I11-000611	\$ 10.62
5410-31-584-42190	213142	PICKWICK'S OFFICE WORKS INC	367	I11-000611	\$ 10.63
5410-31-588-43410	213147	QWEST	81	I11-000636	\$ 33.94
5410-31-585-43410	213147	QWEST	81	I11-000636	\$ 33.94
5410-31-584-43410	213147	QWEST	81	I11-000636	\$ 33.94
5410-31-585-43630	213158	SERVICEMASTER ALL PURPOSE CLEANING	2730	I11-000482	\$ 187.00
5410-31-584-43630	213158	SERVICEMASTER ALL PURPOSE CLEANING	2730	I11-000482	\$ 187.00
5410-31-585-43620	213171	STROBELS RENTALS INC	32	I11-000612	\$ 3.13
5410-31-584-43620	213171	STROBELS RENTALS INC	32	I11-000612	\$ 3.12
5410-31-584-43415	213185	VERIZON WIRELESS	10858	I11-000501	\$ 13.58
5410-31-585-43415	213185	VERIZON WIRELESS	10858	I11-000501	\$ 13.59
5410-31-588-43415	213185	VERIZON WIRELESS	10858	I11-000501	\$ 25.61
5410-31-584-43410	213189	WCS TELECOM	11222	I11-000558	\$ 3.06
5410-31-585-43410	213189	WCS TELECOM	11222	I11-000558	\$ 3.07
5410-31-588-43410	213189	WCS TELECOM	11222	I11-000558	\$ 0.68
5410-31-585-42290	213226	BIG SKY FIRE/AFFIRMED MEDICAL	2129	I11-000891	\$ 2.61
5410-31-584-42290	213226	BIG SKY FIRE/AFFIRMED MEDICAL	2129	I11-000891	\$ 2.61
5410-31-584-42290	213226	BIG SKY FIRE/AFFIRMED MEDICAL	2129	I11-000897	\$ 9.47
5410-31-585-42290	213278	GREAT FALLS PAPER & SUPPLY CO	549	I11-000613	\$ 5.14
5410-31-581-42290	213278	GREAT FALLS PAPER & SUPPLY CO	549	I11-000613	\$ 5.13
5410-31-585-42290	213278	GREAT FALLS PAPER & SUPPLY CO	549	I11-000617	\$ 5.91
5410-31-584-42290	213278	GREAT FALLS PAPER & SUPPLY CO	549	I11-000617	\$ 5.90
5410-31-584-42190	213282	HOLTZ INDUSTRIES INC	10770	I11-000899	\$ 751.90

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5410-31-588-43420	213329	NORTHWESTERN ENERGY	82	I11-001292	\$ 14.18
5410-31-585-42190	213335	PICKWICK'S OFFICE WORKS INC	367	I11-000702	\$ 8.42
5410-31-584-42190	213335	PICKWICK'S OFFICE WORKS INC	367	I11-000702	\$ 8.42
5410-31-585-42190	213335	PICKWICK'S OFFICE WORKS INC	367	I11-000873	\$ 21.17
5410-31-584-42190	213335	PICKWICK'S OFFICE WORKS INC	367	I11-000873	\$ 21.18
5410-31-588-43410	213340	QWEST	81	I11-001154	\$ 43.22
5410-31-585-43590	213411	BUG DOCTOR	10435	I11-001577	\$ 11.25
5410-31-584-43590	213411	BUG DOCTOR	10435	I11-001577	\$ 11.25
5410-31-585-42290	213441	GREAT FALLS PAPER & SUPPLY CO	549	I11-001674	\$ 18.56
5410-31-584-42290	213441	GREAT FALLS PAPER & SUPPLY CO	549	I11-001674	\$ 18.55
5410-31-585-43630	213486	NATIONAL LAUNDRY	388	I11-001274	\$ 9.29
5410-31-584-43630	213486	NATIONAL LAUNDRY	388	I11-001274	\$ 9.30
5410-31-585-42190	213495	PICKWICK'S OFFICE WORKS INC	367	I11-001673	\$ 42.14
5410-31-584-42190	213495	PICKWICK'S OFFICE WORKS INC	367	I11-001673	\$ 42.15
5410-31-584-43410	213499	QWEST	81	I11-001379	\$ 6.07
5410-31-585-43410	213499	QWEST	81	I11-001379	\$ 6.07
5410-31-588-43410	213499	QWEST	81	I11-001379	\$ 1.35
					-----
				Fund(5410) Total	\$52,049.93
2890-24-411-42260	213301	LAB SAFETY SUPPLY	639	I11-000967	\$ 650.67
2890-24-411-42190	213305	MASTERCARD PROCESSING CENTER	8270	I11-001059	\$ 1,658.00
2890-24-411-42260	213324	NEW PIG CORPORATION	7690	I11-001038	\$ 97.51
2890-24-411-42260	213367	TRI AIR TESTING INC	12357	I11-001013	\$ 426.00
2890-24-411-42190	213372	UNIVERSAL ATHLETIC SERVICES INC	70	I11-000278	\$ 105.11
					-----
				Fund(2890) Total	\$2,937.29
2414-10-051-43420	213550	NORTHWESTERN ENERGY	82	I11-001656	\$ 793.74
					-----
				Fund(2414) Total	\$793.74
2940-71-742-43590	213050	CASCADE COUNTY CLERK & RECORDER	130	I11-000496	\$ 7.00
2940-71-742-47330	213083	FUSION ARCHITECTURE & DESIGN PC	12988	I11-000714	\$ 3,075.00
2940-71-742-43590	213084	GARAGE DOOR SPECIALIST	13532	I11-000772	\$ 700.00
2940-71-742-43590	213087	GREAT FALLS LUMBER	3486	I11-000708	\$ 60.09

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2940-71-742-47330	213091	HANDS PROGRAM	6454	I11-000754	\$ 4,689.31
2940-71-742-43590	213109	LIGGETT CONSTRUCTION	3764	I11-000957	\$ 3,500.00
2940-71-742-43590	213139	OTHER GUYS WOOD FLOORS INC (THE)	11020	I11-000696	\$ 1,575.00
2940-71-742-43590	213153	S & H ALUMINUM PRODUCTS INC	3725	I11-000741	\$ 4,075.00
2940-71-741-43630	213172	SUPERIOR BUSINESS EQUIPMENT CO INC	6345	I11-000470	\$ 17.99
2940-71-742-43590	213182	UNITED ELECTRIC LLC	12906	I11-000603	\$ 792.20
2940-71-741-43415	213185	VERIZON WIRELESS	10858	I11-000789	\$ 22.60
2940-71-742-47330	213195	YOUNG PARENTS EDUCATION CENTER INC	2123	I11-000750	\$ 2,284.18
2940-71-742-47330	213264	FAMILY CONNECTIONS	11103	I11-000965	\$ 1,019.48
2940-71-741-42290	213274	GOOD EATS CAFE & CATERING LLC	6590	I11-000994	\$ 180.00
2940-71-742-43590	213371	UNITED ELECTRIC LLC	12906	I11-000774	\$ 742.72
2940-71-742-47330	213435	FUSION ARCHITECTURE & DESIGN PC	12988	I11-001415	\$ 820.00
2940-71-741-43210	213442	GREAT FALLS TRIBUNE	77	I11-001431	\$ 660.00
2940-71-743-47330	213487	NEIGHBORWORKS GREAT FALLS	530	I11-000999	\$ 256.05
2940-71-743-47330	213487	NEIGHBORWORKS GREAT FALLS	530	I11-000999	\$ 2,770.52
2940-71-743-47330	213487	NEIGHBORWORKS GREAT FALLS	530	I11-000999	\$ 3,482.56
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2413-10-051-43420	213550	NORTHWESTERN ENERGY	82	Fund(2940) Total I11-001656	\$30,729.70 \$ 256.37
				-----	
2416-10-051-43420	213490	NORTHWESTERN ENERGY	82	Fund(2413) Total I11-001470	\$256.37 \$ 33.31
2416-10-051-43420	213550	NORTHWESTERN ENERGY	82	I11-001624	\$ 8,104.62
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2415-10-051-43420	213550	NORTHWESTERN ENERGY	82	Fund(2416) Total I11-001656	\$8,137.93 \$ 70.90
				-----	
2410-10-051-43420	213550	NORTHWESTERN ENERGY	82	Fund(2415) Total I11-001656	\$70.90 \$ 20.47
				-----	
6055-14-181-42190	213142	PICKWICK'S OFFICE WORKS INC	367	Fund(2410) Total I11-000791	\$20.47 \$ 7.99
6055-14-181-45320	213252	DAVIS BUSINESS MACHINES	293	I11-001058	\$ 55.76
6055-14-181-43340	213280	GREAT FALLS TRIBUNE	77	I11-001138	\$ 421.40



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Account#	Check#	VendorName	Vendor#	Invoice#	Amount
6055-14-181-42190	213335	PICKWICK'S OFFICE WORKS INC	367	I11-000963	\$ 6.64
6055-14-181-42190	213495	PICKWICK'S OFFICE WORKS INC	367	I11-001351	\$ 11.98
					-----
					Fund(6055) Total\$503.77
2412-31-536-42390	213060	CONSOLIDATED ELECTRICAL DIST INC	52	I11-000589	\$ 13.50
2412-10-051-43420	213550	NORTHWESTERN ENERGY	82	I11-001656	\$ 655.06
					-----
					Fund(2412) Total\$668.56
2411-10-051-43420	213550	NORTHWESTERN ENERGY	82	I11-001656	\$ 212.42
					-----
					Fund(2411) Total\$212.42
6052-15-267-34198	0	CITY OF GREAT FALLS HEALTH	5319	I11-001097	\$ -194,687.50
6052-00-000-10100	0	CITY OF GREAT FALLS HEALTH	5319	I11-001097	\$ 194,687.50
6052-15-267-45130	213151	REYNOLDS ALEECE	13519	I11-000790	\$ 120.00
6052-15-267-43690	213380	WEIGHT WATCHERS NORTH AMERICA	13388	I11-001210	\$ 288.00
6052-15-267-45130	213504	REYNOLDS ALEECE	13519	I11-001260	\$ 120.00
					-----
					Fund(6052) Total\$528.00
6050-15-266-43630	213066	DAVIS BUSINESS MACHINES	293	I11-000794	\$ 15.07
6050-15-266-45125	213121	MONTANA MUNICIPAL INTERLOCAL AUTHOR	316	I11-000427	\$ 16,801.32
6050-15-266-42190	213142	PICKWICK'S OFFICE WORKS INC	367	I11-000566	\$ 13.59
					-----
					Fund(6050) Total\$16,829.98
2430-10-051-43420	213490	NORTHWESTERN ENERGY	82	I11-001470	\$ 14.54
					-----
					Fund(2430) Total\$14.54
5315-31-575-43590	213092	HDR ENGINEERING INC	10970	I11-000132	\$ 425.65
5315-31-575-49320	213124	MORRISON-MAIERLE INC	511	I11-000666	\$ 314.09
5315-31-575-49320	213175	THOMAS DEAN & HOSKINS INC	119	I11-000668	\$ 13,475.00
5315-31-575-49310	213480	MT DEPT OF ENVIRONMENTAL QUALITY WA	6873	I11-001471	\$ 472.50
5315-31-575-49330	213483	MT DEPT OF TRANSPORTATION/HELENA	5528	I11-001346	\$ 8,978.00
5315-31-575-49330	213483	MT DEPT OF TRANSPORTATION/HELENA	5528	I11-001375	\$ 33,788.00
					-----
					Fund(5315) Total\$57,453.24
2510-64-634-42290	213150	RESPOND SYSTEMS	7214	I11-000349	\$ 51.74
2510-64-635-43415	213185	VERIZON WIRELESS	10858	I11-000637	\$ 22.60

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Account#	Check#	VendorName	Vendor#	Invoice#	Amount
2510-64-634-43415	213185	VERIZON WIRELESS	10858	I11-000637	\$ 22.60
2510-64-634-42390	213188	WAYNE MANUFACTURING CO LC	13525	I11-000516	\$ 1,166.91
2510-64-635-43560	213246	COMMUNITY HEALTH CARE CENTER	7277	I11-001271	\$ 66.00
2510-64-634-43320	213305	MASTERCARD PROCESSING CENTER	8270	I11-001299	\$ 22.52
2510-64-634-43420	213329	NORTHWESTERN ENERGY	82	I11-001292	\$ 9.93
2510-64-634-43590	213347	ROCKY MOUNTAIN TREE CARE SPECIALIST	11995	I11-000925	\$ 737.50
2510-64-634-43590	213347	ROCKY MOUNTAIN TREE CARE SPECIALIST	11995	I11-000927	\$ 737.50
2510-64-634-43590	213347	ROCKY MOUNTAIN TREE CARE SPECIALIST	11995	I11-000928	\$ 1,475.00
2510-64-635-43590	213366	TREE MAN (THE)	6862	I11-001278	\$ 896.00
2510-64-634-42390	213537	VERMEER ROCKY MOUNTAIN INC	2612	I11-001424	\$ 18.95
					-----
2418-10-051-43420	213550	NORTHWESTERN ENERGY	82	Fund(2510) Total I11-001631	\$5,227.25 \$ 3,335.13
					-----
2417-10-051-43420	213550	NORTHWESTERN ENERGY	82	Fund(2418) Total I11-001656	\$3,335.13 \$ 1,308.65
					-----
1000-21-391-43590	213029	ADVANCED MULTIMEDIA SOLUTIONS INC	13247	Fund(2417) Total I11-000507	\$1,308.65 \$ 49.95
1000-00-000-21422	213031	Alison Carrell	12707	I11-000527	\$ 100.00
1000-21-341-42290	213032	ANIMAL CARE EQUIPMENT & SERVICES IN	13001	I11-000615	\$ 548.55
1000-00-000-21421	213033	ANIMAL MEDICAL CLINIC	506	I11-000514	\$ 45.00
1000-00-000-21421	213037	BELT VALLEY ANIMAL HOSPITAL	9976	I11-000526	\$ 15.00
1000-15-282-43520	213039	BEST INTERPRETING SERVICES	11698	I11-000775	\$ 40.00
1000-21-391-43590	213045	BRESNAN COMMUNICATIONS LLC (SALES)	12873	I11-000511	\$ 452.00
1000-21-311-43410	213049	CARR SHERYL	1302	I11-000505	\$ 54.37
1000-21-311-43210	213051	CASCADE COUNTY PRINT SHOP	8479	I11-000565	\$ 1,200.00
1000-00-000-21400	213054	CHAJALAH MADONNA TANNEL	3702	I11-000767	\$ 100.00
1000-21-314-42290	213055	CHIEF SUPPLY INC	8140	I11-000504	\$ 131.62
1000-21-315-42220	213055	CHIEF SUPPLY INC	8140	I11-000504	\$ 22.17
1000-00-000-21421	213059	Conrad Veterinary Hospital Inc	12707	I11-000633	\$ 15.00

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<b>Account#</b>	<b>Check#</b>	<b>VendorName</b>	<b>Vendor#</b>	<b>Invoice#</b>	<b>Amount</b>
1000-00-000-21421	213067	Debra Ball Giop	12707	I11-000628	\$ 15.00
1000-00-000-21422	213067	Debra Ball Giop	12707	I11-000628	\$ 200.00
1000-00-000-21421	213068	Denise Johnson	12707	I11-000517	\$ 15.00
1000-21-312-42290	213072	DOUBLE G ENGRAVING & AWARDS	5178	I11-000407	\$ 15.50
1000-21-311-43430	213074	ENERGY WEST RESOURCES INC	83	I11-000707	\$ 882.98
1000-21-341-43430	213074	ENERGY WEST RESOURCES INC	83	I11-000707	\$ 1,888.13
1000-24-411-43430	213074	ENERGY WEST RESOURCES INC	83	I11-000707	\$ 5,336.11
1000-64-621-43430	213074	ENERGY WEST RESOURCES INC	83	I11-000707	\$ 2,638.41
1000-64-622-43430	213074	ENERGY WEST RESOURCES INC	83	I11-000707	\$ 180.53
1000-64-633-43430	213074	ENERGY WEST RESOURCES INC	83	I11-000707	\$ 2,243.42
1000-00-000-21421	213075	EVERGREEN VETERINARY CLINIC	12964	I11-000630	\$ 30.00
1000-64-622-43710	213076	EVERSON VICKI	12002	I11-000572	\$ 15.30
1000-15-285-43521	213088	GREAT FALLS PRE-RELEASE SERVICES IN	4851	I11-000776	\$ 1,872.83
1000-00-000-21422	213093	Heather Anderson	12707	I11-000520	\$ 200.00
1000-21-341-42290	213095	HILLS PET NUTRITION SALES INC	12934	I11-000480	\$ 70.00
1000-21-341-42290	213095	HILLS PET NUTRITION SALES INC	12934	I11-000481	\$ 70.00
1000-21-341-42290	213095	HILLS PET NUTRITION SALES INC	12934	I11-000483	\$ 70.00
1000-21-341-42290	213095	HILLS PET NUTRITION SALES INC	12934	I11-000484	\$ 70.00
1000-64-633-42410	213102	JOHNSON MADISON LUMBER INC	9	I11-000644	\$ 16.45
1000-00-000-21421	213103	K-HEART VETERINARY SERVICE	11045	I11-000631	\$ 15.00
1000-21-315-42390	213104	K-MART	10	I11-000623	\$ 23.18
1000-00-000-21421	213108	Lewistown Veterinary Service	12707	I11-000632	\$ 45.00
1000-00-000-21400	213111	MARY ANN HOLT	3702	I11-000773	\$ 900.00
1000-14-111-43790	213113	MASTERCARD PROCESSING CENTER	8270	I11-000421	\$ 725.20
1000-21-312-43590	213114	MDHHS MT DEAF & HARD OF HEARING SER	8916	I11-000625	\$ 60.00
1000-15-283-43790	213122	MONTANA SUPREME COURT	2119	I11-000778	\$ 300.00
1000-64-633-43445	213123	MONTANA WASTE SYSTEMS INC	8467	I11-000806	\$ 27.66
1000-15-281-43526	213129	MUNICIPAL SERVICES BUREAU	9283	I11-000777	\$ 343.62
1000-00-000-21400	213130	MYSTIC RHYTHMS TATTOO	3702	I11-000679	\$ 500.00

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<b>Account#</b>	<b>Check#</b>	<b>VendorName</b>	<b>Vendor#</b>	<b>Invoice#</b>	<b>Amount</b>
1000-64-633-42240	213133	NATIONAL LAUNDRY	388	I11-000509	\$ 6.06
1000-64-633-42240	213133	NATIONAL LAUNDRY	388	I11-000515	\$ 22.74
1000-64-633-42240	213133	NATIONAL LAUNDRY	388	I11-000525	\$ 9.33
1000-21-314-43620	213133	NATIONAL LAUNDRY	388	I11-000634	\$ 129.34
1000-21-311-43420	213137	NORTHWESTERN ENERGY	82	I11-000502	\$ 589.87
1000-24-411-43420	213137	NORTHWESTERN ENERGY	82	I11-000502	\$ 674.61
1000-64-621-43420	213137	NORTHWESTERN ENERGY	82	I11-000502	\$ 359.26
1000-64-633-43420	213137	NORTHWESTERN ENERGY	82	I11-000502	\$ 111.69
1000-64-633-43420	213137	NORTHWESTERN ENERGY	82	I11-000818	\$ 169.27
1000-24-411-42120	213141	PCS MOBILE	13327	I11-000694	\$ 361.00
1000-11-091-42190	213142	PICKWICK'S OFFICE WORKS INC	367	I11-000495	\$ 11.24
1000-64-633-42290	213142	PICKWICK'S OFFICE WORKS INC	367	I11-000497	\$ 25.00
1000-11-091-42190	213142	PICKWICK'S OFFICE WORKS INC	367	I11-000498	\$ 12.99
1000-21-315-42120	213142	PICKWICK'S OFFICE WORKS INC	367	I11-000620	\$ 279.00
1000-14-171-42190	213142	PICKWICK'S OFFICE WORKS INC	367	I11-000732	\$ 400.95
1000-14-171-42190	213142	PICKWICK'S OFFICE WORKS INC	367	I11-000733	\$ 11.52
1000-14-171-42190	213142	PICKWICK'S OFFICE WORKS INC	367	I11-000734	\$ 232.88
1000-14-171-42190	213142	PICKWICK'S OFFICE WORKS INC	367	I11-000736	\$ 3.58
1000-14-171-42190	213142	PICKWICK'S OFFICE WORKS INC	367	I11-000738	\$ 360.97
1000-14-171-42190	213142	PICKWICK'S OFFICE WORKS INC	367	I11-000739	\$ 11.76
1000-64-621-43410	213147	QWEST	81	I11-000574	\$ 222.20
1000-64-622-43410	213147	QWEST	81	I11-000727	\$ 148.77
1000-15-282-43410	213147	QWEST	81	I11-000766	\$ 49.78
1000-64-633-42290	213150	RESPOND SYSTEMS	7214	I11-000531	\$ 29.26
1000-00-000-12400	213155	SCOTT NOAH	12040	I11-000491	\$ 56.00
1000-00-000-12400	213161	SLAUGHTER JESSE	10762	I11-000492	\$ 28.00
1000-21-315-43590	213166	SORENSEN FORENSICS	13153	I11-000616	\$ 2,493.82
1000-21-312-43560	213166	SORENSEN FORENSICS	13153	I11-000616	\$ 461.18
1000-14-171-43350	213167	STATE BAR OF MONTANA	1356	I11-000716	\$ 385.00
1000-14-171-43350	213167	STATE BAR OF MONTANA	1356	I11-000717	\$ 385.00

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<b>Account#</b>	<b>Check#</b>	<b>VendorName</b>	<b>Vendor#</b>	<b>Invoice#</b>	<b>Amount</b>
1000-14-171-43350	213167	STATE BAR OF MONTANA	1356	I11-000726	\$ 385.00
1000-00-000-21421	213168	Stephanie Kunkel	12707	I11-000522	\$ 15.00
1000-21-341-43590	213168	Stephanie Kunkel	12707	I11-000522	\$ 15.00
1000-14-112-43630	213172	SUPERIOR BUSINESS EQUIPMENT CO INC	6345	I11-000470	\$ 17.98
1000-00-000-21421	213181	Tyler Meinhardt	12707	I11-000629	\$ 15.00
1000-00-000-21422	213181	Tyler Meinhardt	12707	I11-000629	\$ 100.00
1000-64-633-43415	213185	VERIZON WIRELESS	10858	I11-000588	\$ 125.19
1000-64-633-43415	213185	VERIZON WIRELESS	10858	I11-000590	\$ 125.19
1000-64-633-43415	213185	VERIZON WIRELESS	10858	I11-000595	\$ 125.19
1000-64-621-43415	213185	VERIZON WIRELESS	10858	I11-000637	\$ 201.81
1000-64-621-43415	213185	VERIZON WIRELESS	10858	I11-000637	\$ -75.00
1000-14-171-43410	213185	VERIZON WIRELESS	10858	I11-000715	\$ 153.69
1000-21-341-43590	213191	WESTSIDE ANIMAL CLINIC	3378	I11-000626	\$ 9.00
1000-00-000-21421	213192	WESTSIDE ANIMAL CLINIC	3378	I11-000627	\$ 15.00
1000-24-411-43620	213209	A T KLEMENS INC	84	I11-000959	\$ 860.75
1000-24-411-43620	213209	A T KLEMENS INC	84	I11-000960	\$ 540.78
1000-24-411-43620	213209	A T KLEMENS INC	84	I11-001023	\$ 424.96
1000-24-411-43620	213209	A T KLEMENS INC	84	I11-001025	\$ 257.07
1000-21-341-43620	213209	A T KLEMENS INC	84	I11-001043	\$ 1,323.00
1000-24-411-42390	213210	A TO Z LOCK & KEY	1849	I11-000910	\$ 12.50
1000-24-411-42330	213211	ACE HARDWARE	4876	I11-000990	\$ 22.45
1000-64-633-42290	213211	ACE HARDWARE	4876	I11-001314	\$ 9.99
1000-21-391-43590	213212	ADVANCED MULTIMEDIA SOLUTIONS INC	13247	I11-000508	\$ 15.00
1000-21-391-43590	213212	ADVANCED MULTIMEDIA SOLUTIONS INC	13247	I11-000508	\$ 49.95
1000-00-000-21421	213216	ASSOCIATED VETERINARY SERVICES	162	I11-001199	\$ 15.00
1000-14-192-42120	213218	AV CAPTURE ALL INC	13517	I11-000998	\$ 199.00
1000-21-341-43590	213222	BEST FRIENDS ANIMAL HOSPITAL PC	9117	I11-000842	\$ 32.00
1000-21-341-43590	213222	BEST FRIENDS ANIMAL HOSPITAL PC	9117	I11-000842	\$ 23.00
1000-21-341-43590	213222	BEST FRIENDS ANIMAL HOSPITAL PC	9117	I11-000842	\$ 37.00
1000-21-341-43590	213222	BEST FRIENDS ANIMAL HOSPITAL PC	9117	I11-000842	\$ 45.00

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Account#	Check#	VendorName	Vendor#	Invoice#	Amount
1000-21-341-43590	213222	BEST FRIENDS ANIMAL HOSPITAL PC	9117	I11-000842	\$ 26.00
1000-21-341-43590	213222	BEST FRIENDS ANIMAL HOSPITAL PC	9117	I11-000842	\$ 17.00
1000-00-000-21421	213225	BIG SKY ANIMAL MEDICAL CENTER	12915	I11-001037	\$ 45.00
1000-24-411-42260	213226	BIG SKY FIRE/AFFIRMED MEDICAL	2129	I11-000920	\$ 1,477.00
1000-24-411-42220	213226	BIG SKY FIRE/AFFIRMED MEDICAL	2129	I11-000922	\$ 27.25
1000-24-411-43640	213228	BIG TEE	13177	I11-001015	\$ 580.45
1000-21-314-42290	213229	BLUMENTHAL UNIFORMS & EQUIP	9347	I11-000828	\$ 206.00
1000-24-411-42220	213230	BOUND TREE MEDICAL LLC	10455	I11-000934	\$ 300.89
1000-24-411-42220	213230	BOUND TREE MEDICAL LLC	10455	I11-000936	\$ 95.52
1000-14-111-42290	213231	BOYD COFFEE COMPANY	3264	I11-000931	\$ 159.55
1000-64-633-43590	213233	BUG DOCTOR	10435	I11-001228	\$ 36.00
1000-64-621-43590	213233	BUG DOCTOR	10435	I11-001228	\$ 42.00
1000-21-315-42120	213234	CAD ZONE INC (THE)	13537	I11-001204	\$ 709.00
1000-24-411-43620	213235	CALVERTS OVERHEAD DOOR SERVICE	11134	I11-001014	\$ 210.00
1000-21-341-43590	213236	CAREER QUEST	13466	I11-000836	\$ 549.40
1000-21-341-43590	213236	CAREER QUEST	13466	I11-001209	\$ 686.75
1000-14-192-42190	213240	CASCADE COUNTY PRINT SHOP	8479	I11-000968	\$ 3.00
1000-64-633-42330	213243	CENTRAL LOCK & KEY PLUS SAFE INC	3805	I11-001149	\$ 50.50
1000-00-000-21421	213247	COUNTRY HAVEN VETERINARY CLINIC PC	12966	I11-000844	\$ 30.00
1000-00-000-21422	213250	Dana Rossmiller	12707	I11-000853	\$ 200.00
1000-24-411-43720	213251	DAVIDSON TRAVEL INC	4813	I11-000971	\$ 986.80
1000-21-341-42190	213252	DAVIS BUSINESS MACHINES	293	I11-000912	\$ 42.58
1000-11-091-45320	213252	DAVIS BUSINESS MACHINES	293	I11-001058	\$ 300.00
1000-14-111-45320	213252	DAVIS BUSINESS MACHINES	293	I11-001058	\$ 150.00
1000-14-114-45320	213252	DAVIS BUSINESS MACHINES	293	I11-001058	\$ 150.00
1000-15-281-43630	213252	DAVIS BUSINESS MACHINES	293	I11-001145	\$ 98.00
1000-21-311-45320	213253	DE LAGE LANDEN FINANCIAL SERVICES I	13323	I11-000838	\$ 589.00
1000-21-321-42250	213255	DIAMONDBACK TACTICAL LLP	13464	I11-000906	\$ 2,474.70
1000-21-321-42250	213255	DIAMONDBACK TACTICAL LLP	13464	I11-000906	\$ 3,705.00

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Account#	Check#	VendorName	Vendor#	Invoice#	Amount
1000-21-321-42250	213255	DIAMONDBACK TACTICAL LLP	13464	I11-000906	\$ 572.70
1000-21-321-42250	213255	DIAMONDBACK TACTICAL LLP	13464	I11-000906	\$ 960.00
1000-21-321-42250	213255	DIAMONDBACK TACTICAL LLP	13464	I11-000906	\$ 1,349.70
1000-21-321-42250	213255	DIAMONDBACK TACTICAL LLP	13464	I11-000906	\$ 90.00
1000-21-321-42250	213255	DIAMONDBACK TACTICAL LLP	13464	I11-000906	\$ 89.28
1000-21-321-42250	213255	DIAMONDBACK TACTICAL LLP	13464	I11-000906	\$ 81.18
1000-21-321-42250	213255	DIAMONDBACK TACTICAL LLP	13464	I11-000906	\$ 59.16
1000-21-321-42250	213255	DIAMONDBACK TACTICAL LLP	13464	I11-000906	\$ 94.38
1000-21-321-42250	213255	DIAMONDBACK TACTICAL LLP	13464	I11-000906	\$ 123.96
1000-21-321-42250	213255	DIAMONDBACK TACTICAL LLP	13464	I11-000906	\$ 59.34
1000-21-321-42250	213255	DIAMONDBACK TACTICAL LLP	13464	I11-000906	\$ 71.40
1000-21-321-42250	213255	DIAMONDBACK TACTICAL LLP	13464	I11-000906	\$ 59.40
1000-21-321-42250	213255	DIAMONDBACK TACTICAL LLP	13464	I11-000906	\$ 270.00
1000-21-321-42250	213255	DIAMONDBACK TACTICAL LLP	13464	I11-000906	\$ 157.50
1000-21-321-42250	213255	DIAMONDBACK TACTICAL LLP	13464	I11-000906	\$ 210.00
1000-21-341-43590	213258	ECOLAB PEST ELIMINATION	4334	I11-001054	\$ 47.00
1000-21-341-43590	213258	ECOLAB PEST ELIMINATION	4334	I11-001055	\$ 47.00
1000-21-314-43630	213258	ECOLAB PEST ELIMINATION	4334	I11-001056	\$ 96.00
1000-21-326-43350	213262	EQUIFAX INFORMATION SERVICES LLC	3949	I11-000193	\$ 20.00
1000-64-622-42290	213263	EVERSON VICKI	12002	I11-001217	\$ 15.98
1000-64-622-42290	213263	EVERSON VICKI	12002	I11-001217	\$ 120.82
1000-21-324-43790	213266	FBI COMMAND COLLEGE	13535	I11-000917	\$ 800.00
1000-64-633-42350	213268	FLEET SUPPLY COMPANY	64	I11-001315	\$ 13.70
1000-00-000-21421	213271	Gabriel Sibley	12707	I11-000849	\$ 15.00
1000-24-411-43640	213272	GENERAL DISTRIBUTING CO	65	I11-001017	\$ 34.72
1000-21-324-43790	213273	GLACKEN & ASSOCIATES	9689	I11-001216	\$ 530.00
1000-21-341-43210	213280	GREAT FALLS TRIBUNE	77	I11-001131	\$ 147.31
1000-00-000-21411	213281	HARRIS, MARVIN S	6928	I11-001107	\$ 86.28
1000-14-111-43350	213285	ICMA INT'L CITY/COUNTY MANGEMENT AS	781	I11-001005	\$ 1,500.00

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<b>Account#</b>	<b>Check#</b>	<b>VendorName</b>	<b>Vendor#</b>	<b>Invoice#</b>	<b>Amount</b>
1000-24-411-43640	213289	ISG INFRASYS	13536	I11-001060	\$ 4,519.00
1000-00-000-21422	213290	Jeanette Bird	12707	I11-001201	\$ 100.00
1000-00-000-21422	213291	Jesus Delaossa	12707	I11-000850	\$ 100.00
1000-24-412-42330	213292	JOHNSON MADISON LUMBER INC	9	I11-001018	\$ 234.36
1000-24-412-42330	213292	JOHNSON MADISON LUMBER INC	9	I11-001019	\$ 17.75
1000-64-633-42350	213292	JOHNSON MADISON LUMBER INC	9	I11-001227	\$ 32.64
1000-64-633-42350	213292	JOHNSON MADISON LUMBER INC	9	I11-001229	\$ 489.60
1000-64-633-42350	213292	JOHNSON MADISON LUMBER INC	9	I11-001242	\$ 195.84
1000-64-633-42350	213292	JOHNSON MADISON LUMBER INC	9	I11-001245	\$ 478.44
1000-64-633-42350	213292	JOHNSON MADISON LUMBER INC	9	I11-001245	\$ 3.90
1000-21-341-42290	213293	KELCO SUPPLY CO INC LLC	12935	I11-001046	\$ 191.26
1000-64-622-43590	213295	KENCO ENTERPRISES INC	7497	I11-001306	\$ 24.00
1000-00-000-21411	213296	KLUNDT, KELSEY K & MICHELLE M	6928	I11-001108	\$ 95.26
1000-00-000-12400	213299	KRENIK RAY	12115	I11-001053	\$ 90.00
1000-24-411-42330	213300	L N CURTIS & SONS	6093	I11-000961	\$ 220.00
1000-24-411-42260	213300	L N CURTIS & SONS	6093	I11-000962	\$ 410.57
1000-24-411-42330	213300	L N CURTIS & SONS	6093	I11-000964	\$ 840.00
1000-21-311-42290	213304	MASCO JANITORIAL SUPPLY	198	I11-001045	\$ 39.99
1000-21-314-42230	213304	MASCO JANITORIAL SUPPLY	198	I11-001045	\$ 367.36
1000-64-633-42230	213304	MASCO JANITORIAL SUPPLY	198	I11-001152	\$ 38.53
1000-64-633-42230	213304	MASCO JANITORIAL SUPPLY	198	I11-001253	\$ 8.24
1000-21-325-43790	213305	MASTERCARD PROCESSING CENTER	8270	I11-000825	\$ 24.90
1000-21-325-43790	213305	MASTERCARD PROCESSING CENTER	8270	I11-000825	\$ 21.50
1000-64-633-42410	213305	MASTERCARD PROCESSING CENTER	8270	I11-000918	\$ 244.98
1000-21-341-42110	213305	MASTERCARD PROCESSING CENTER	8270	I11-001057	\$ 244.31
1000-21-341-42290	213305	MASTERCARD PROCESSING CENTER	8270	I11-001057	\$ 25.94
1000-21-341-42230	213305	MASTERCARD PROCESSING CENTER	8270	I11-001057	\$ 64.95
1000-21-341-42290	213305	MASTERCARD PROCESSING CENTER	8270	I11-001057	\$ 272.84
1000-21-341-42190	213305	MASTERCARD PROCESSING CENTER	8270	I11-001057	\$ 4.98
1000-21-341-42230	213305	MASTERCARD PROCESSING CENTER	8270	I11-001057	\$ 403.80



# City of Great Falls

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<b>Account#</b>	<b>Check#</b>	<b>VendorName</b>	<b>Vendor#</b>	<b>Invoice#</b>	<b>Amount</b>
1000-21-341-42290	213305	MASTERCARD PROCESSING CENTER	8270	I11-001057	\$ 191.12
1000-21-341-42230	213305	MASTERCARD PROCESSING CENTER	8270	I11-001057	\$ 35.92
1000-21-341-42290	213305	MASTERCARD PROCESSING CENTER	8270	I11-001057	\$ 43.95
1000-21-341-42290	213305	MASTERCARD PROCESSING CENTER	8270	I11-001057	\$ 3.50
1000-21-341-42290	213305	MASTERCARD PROCESSING CENTER	8270	I11-001057	\$ 90.00
1000-21-341-42190	213305	MASTERCARD PROCESSING CENTER	8270	I11-001057	\$ 63.82
1000-21-341-42230	213305	MASTERCARD PROCESSING CENTER	8270	I11-001057	\$ 61.65
1000-21-341-42230	213305	MASTERCARD PROCESSING CENTER	8270	I11-001057	\$ 73.98
1000-21-341-42290	213305	MASTERCARD PROCESSING CENTER	8270	I11-001057	\$ 40.59
1000-21-341-42290	213305	MASTERCARD PROCESSING CENTER	8270	I11-001057	\$ -15.00
1000-21-326-43350	213308	MONTANA ASSOC OF CHIEFS OF POLICE	3716	I11-000834	\$ 85.00
1000-24-412-42330	213310	MONTANA BROOM & BRUSH COMPANY	7828	I11-001021	\$ 281.70
1000-64-622-42520	213311	MONTANA FLAG AND POLE CO	12702	I11-000966	\$ 94.00
1000-14-171-43520	213314	MOULTON BELLINGHAM PC	13512	I11-000424	\$ 8,850.00
1000-00-000-21411	213321	MURPHY REAL ESTATE LLC ETAL	6928	I11-001109	\$ 1,017.37
1000-21-314-42390	213328	NORTHWEST PIPE FITTINGS INC	142	I11-000829	\$ 6.48
1000-21-314-42330	213328	NORTHWEST PIPE FITTINGS INC	142	I11-000830	\$ 199.08
1000-21-314-43620	213328	NORTHWEST PIPE FITTINGS INC	142	I11-001044	\$ 364.56
1000-64-621-43420	213329	NORTHWESTERN ENERGY	82	I11-001292	\$ 2.02
1000-64-633-43420	213329	NORTHWESTERN ENERGY	82	I11-001292	\$ 347.80
1000-64-633-42290	213332	PACIFIC STEEL	22	I11-001148	\$ 1,132.15
1000-64-633-42290	213332	PACIFIC STEEL	22	I11-001148	\$ 134.48
1000-21-315-43750	213333	PETTY CASH/ GROVE CLOYD	12335	I11-000840	\$ 8.19
1000-21-315-43750	213333	PETTY CASH/ GROVE CLOYD	12335	I11-000840	\$ 10.00
1000-21-311-42290	213333	PETTY CASH/ GROVE CLOYD	12335	I11-000840	\$ 24.85
1000-21-311-42290	213333	PETTY CASH/ GROVE CLOYD	12335	I11-000840	\$ 9.23
1000-14-171-42190	213335	PICKWICK'S OFFICE WORKS INC	367	I11-000729	\$ 198.99
1000-21-311-42190	213335	PICKWICK'S OFFICE WORKS INC	367	I11-000854	\$ 154.71
1000-21-311-42190	213335	PICKWICK'S OFFICE WORKS INC	367	I11-000856	\$ 9.98
1000-24-411-42130	213335	PICKWICK'S OFFICE WORKS INC	367	I11-000913	\$ 26.24

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<b>Account#</b>	<b>Check#</b>	<b>VendorName</b>	<b>Vendor#</b>	<b>Invoice#</b>	<b>Amount</b>
1000-24-411-42130	213335	PICKWICK'S OFFICE WORKS INC	367	I11-000914	\$ 20.13
1000-14-111-42190	213335	PICKWICK'S OFFICE WORKS INC	367	I11-000930	\$ 28.50
1000-14-111-42190	213335	PICKWICK'S OFFICE WORKS INC	367	I11-000963	\$ 10.91
1000-14-114-42190	213335	PICKWICK'S OFFICE WORKS INC	367	I11-000963	\$ 6.64
1000-14-114-42190	213335	PICKWICK'S OFFICE WORKS INC	367	I11-001010	\$ 68.77
1000-21-311-42190	213335	PICKWICK'S OFFICE WORKS INC	367	I11-001041	\$ 214.78
1000-21-315-42220	213335	PICKWICK'S OFFICE WORKS INC	367	I11-001041	\$ 231.00
1000-21-315-42290	213335	PICKWICK'S OFFICE WORKS INC	367	I11-001041	\$ 33.70
1000-21-341-42190	213335	PICKWICK'S OFFICE WORKS INC	367	I11-001050	\$ 19.58
1000-15-281-42190	213335	PICKWICK'S OFFICE WORKS INC	367	I11-001146	\$ 146.79
1000-15-281-42190	213335	PICKWICK'S OFFICE WORKS INC	367	I11-001147	\$ 14.58
1000-21-311-42190	213335	PICKWICK'S OFFICE WORKS INC	367	I11-001213	\$ 46.24
1000-21-311-42190	213335	PICKWICK'S OFFICE WORKS INC	367	I11-001214	\$ 16.98
1000-21-314-42290	213335	PICKWICK'S OFFICE WORKS INC	367	I11-001214	\$ 110.99
1000-21-315-42290	213335	PICKWICK'S OFFICE WORKS INC	367	I11-001214	\$ 295.98
1000-24-411-42220	213336	PLAZA UNITED PHARMACY	7938	I11-001016	\$ 388.72
1000-24-411-42220	213339	PROSPERIE KYLE	9879	I11-000908	\$ 713.94
1000-21-341-43412	213340	QWEST	81	I11-000945	\$ 322.01
1000-24-411-43410	213340	QWEST	81	I11-001027	\$ 274.55
1000-24-412-43410	213340	QWEST	81	I11-001029	\$ 54.52
1000-24-412-43410	213340	QWEST	81	I11-001030	\$ 54.52
1000-24-411-43410	213340	QWEST	81	I11-001032	\$ 55.30
1000-24-411-43410	213340	QWEST	81	I11-001034	\$ 61.95
1000-15-282-43410	213340	QWEST	81	I11-001130	\$ 44.44
1000-00-000-21422	213344	Regina Trumble	12707	I11-000845	\$ 400.00
1000-21-341-34410	213345	Rick Cozad	12707	I11-001040	\$ 65.00
1000-24-411-42230	213349	RYANS CASH & CARRY	191	I11-000911	\$ 34.67
1000-00-000-21422	213352	Sandy Ramstead	12707	I11-000847	\$ 400.00
1000-00-000-12400	213353	SHANKS TIMOTHY	1144	I11-001237	\$ 389.00
1000-21-341-43110	213354	SHIP-IT	137	I11-001212	\$ 28.97

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<b>Account#</b>	<b>Check#</b>	<b>VendorName</b>	<b>Vendor#</b>	<b>Invoice#</b>	<b>Amount</b>
1000-24-461-42120	213359	SULLIVANS COMPUTERS & ELECTRONICS	39	I11-000997	\$ 28.00
1000-00-000-21411	213362	TD LAND DEVELOPMENT LLC	6928	I11-001110	\$ 410.58
1000-21-341-42290	213363	The Mailbox Works	12707	I11-001049	\$ 349.00
1000-15-282-43410	213376	VISION NET INC	11369	I11-001137	\$ 249.00
1000-24-411-43410	213379	WCS TELECOM	11222	I11-001026	\$ 42.27
1000-00-000-12400	213381	WILLIAMS LINDA	2926	I11-001235	\$ 347.99
1000-11-091-43790	213382	WINTERS MICHAEL J	13369	I11-001225	\$ 203.16
1000-24-412-42220	213383	ZOLL MEDICAL CORP	10314	I11-001020	\$ 72.00
1000-64-633-42330	213388	ACE HARDWARE	4876	I11-001451	\$ 6.99
1000-64-633-43590	213389	ALARM SERVICE INC	177	I11-001532	\$ 50.00
1000-00-000-21421	213390	Alexis Cosner	12707	I11-001357	\$ 15.00
1000-00-000-21422	213390	Alexis Cosner	12707	I11-001357	\$ 200.00
1000-00-000-21421	213391	Alyson Mountan	12707	I11-001358	\$ 15.00
1000-64-633-42290	213401	BIG R STORES (CSWW INC)	40	I11-001377	\$ 4.34
1000-64-633-42290	213401	BIG R STORES (CSWW INC)	40	I11-001448	\$ 40.69
1000-21-341-43590	213402	BIG SKY ANIMAL MEDICAL CENTER	12915	I11-001255	\$ 168.78
1000-00-000-12400	213410	BROOKS LARRY	6644	I11-001574	\$ 42.00
1000-21-323-42250	213412	BVAC INC	12985	I11-001497	\$ 2,263.00
1000-21-314-43640	213414	CAPITAL COMMUNICATIONS	13091	I11-001499	\$ 29.50
1000-21-314-43640	213414	CAPITAL COMMUNICATIONS	13091	I11-001501	\$ 109.50
1000-21-341-43590	213415	CAREER QUEST	13466	I11-001401	\$ 680.60
1000-00-000-12400	213416	CARTER GWEN	6248	I11-001578	\$ 56.00
1000-21-311-43210	213417	CASCADE COUNTY PRINT SHOP	8479	I11-001397	\$ 460.00
1000-64-621-42190	213421	CONSOLIDATED ELECTRICAL DIST INC	52	I11-001404	\$ 29.41
1000-64-621-42190	213421	CONSOLIDATED ELECTRICAL DIST INC	52	I11-001427	\$ 14.46
1000-00-000-12400	213422	COWHICK, CHRISTINA	13542	I11-001582	\$ 35.00
1000-64-621-42190	213425	CRESCENT ELECTRIC SUPPLY CO	405	I11-001505	\$ 32.37
1000-00-000-21421	213426	Curtiss Alberda	12707	I11-001256	\$ 15.00
1000-00-000-21421	213431	Ed Murphy	12707	I11-001394	\$ 15.00
1000-00-000-21422	213431	Ed Murphy	12707	I11-001394	\$ 200.00

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<b>Account#</b>	<b>Check#</b>	<b>VendorName</b>	<b>Vendor#</b>	<b>Invoice#</b>	<b>Amount</b>
1000-64-633-42290	213433	FASTENAL COMPANY	7664	I11-001378	\$ 2.87
1000-64-633-42290	213433	FASTENAL COMPANY	7664	I11-001441	\$ 95.10
1000-64-633-42290	213434	FLEET SUPPLY COMPANY	64	I11-001444	\$ 5.98
1000-64-621-45320	213437	GE CAPITAL	11431	I11-001551	\$ 993.54
1000-64-633-42290	213438	GENERAL DISTRIBUTING CO	65	I11-001480	\$ 69.16
1000-21-312-42290	213453	INTOXIMETERS INC	4552	I11-001531	\$ 189.00
1000-00-000-21421	213456	K-HEART VETERINARY SERVICE	11045	I11-001396	\$ 15.00
1000-00-000-12400	213457	KEGEL SARA	12259	I11-001579	\$ 77.00
1000-00-000-21421	213459	Kerrie Mountan	12707	I11-001359	\$ 15.00
1000-00-000-21422	213459	Kerrie Mountan	12707	I11-001359	\$ 200.00
1000-64-633-42290	213462	LAWSON PRODUCTS INC	6589	I11-001476	\$ 23.88
1000-64-633-42230	213462	LAWSON PRODUCTS INC	6589	I11-001476	\$ 12.65
1000-64-633-42230	213466	MASCO JANITORIAL SUPPLY	198	I11-001450	\$ 27.98
1000-21-391-43590	213467	MASTERCARD PROCESSING CENTER	8270	I11-001410	\$ 14.96
1000-21-391-43590	213467	MASTERCARD PROCESSING CENTER	8270	I11-001410	\$ 72.60
1000-21-341-43810	213467	MASTERCARD PROCESSING CENTER	8270	I11-001412	\$ 255.00
1000-21-341-43810	213467	MASTERCARD PROCESSING CENTER	8270	I11-001412	\$ 510.00
1000-21-341-43810	213467	MASTERCARD PROCESSING CENTER	8270	I11-001412	\$ 540.00
1000-21-314-42230	213467	MASTERCARD PROCESSING CENTER	8270	I11-001507	\$ 193.70
1000-21-391-43590	213467	MASTERCARD PROCESSING CENTER	8270	I11-001507	\$ 98.50
1000-21-314-42290	213467	MASTERCARD PROCESSING CENTER	8270	I11-001509	\$ 44.98
1000-21-314-42290	213467	MASTERCARD PROCESSING CENTER	8270	I11-001534	\$ 39.95
1000-21-314-42290	213467	MASTERCARD PROCESSING CENTER	8270	I11-001534	\$ 219.00
1000-21-341-49220	213468	MATTHEWS INTERNATIONAL	13418	I11-001503	\$ 5,849.91
1000-64-633-42290	213469	MID-AMERICAN RESEARCH CHEMICAL CORP	8366	I11-001473	\$ 183.00
1000-64-633-42290	213469	MID-AMERICAN RESEARCH CHEMICAL CORP	8366	I11-001473	\$ 34.62
1000-00-000-12400	213475	MORA, KATHY	13543	I11-001583	\$ 42.00
1000-64-633-42290	213485	NATIONAL COATINGS & SUPPLIES	13264	I11-001482	\$ 15.06
1000-64-633-42240	213486	NATIONAL LAUNDRY	388	I11-001393	\$ 7.43

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Account#	Check#	VendorName	Vendor#	Invoice#	Amount
1000-64-633-42240	213486	NATIONAL LAUNDRY	388	I11-001402	\$ 10.96
1000-64-633-42240	213486	NATIONAL LAUNDRY	388	I11-001409	\$ 8.12
1000-64-633-42290	213489	NORTHWEST PIPE FITTINGS INC	142	I11-001411	\$ 50.56
1000-64-633-42350	213489	NORTHWEST PIPE FITTINGS INC	142	I11-001413	\$ 16.20
1000-21-314-42390	213489	NORTHWEST PIPE FITTINGS INC	142	I11-001504	\$ 199.08
1000-21-311-42190	213495	PICKWICK'S OFFICE WORKS INC	367	I11-001254	\$ 379.90
1000-21-311-42190	213495	PICKWICK'S OFFICE WORKS INC	367	I11-001478	\$ 59.84
1000-21-312-42190	213495	PICKWICK'S OFFICE WORKS INC	367	I11-001478	\$ 219.00
1000-21-314-42290	213495	PICKWICK'S OFFICE WORKS INC	367	I11-001496	\$ 109.44
1000-21-315-42290	213495	PICKWICK'S OFFICE WORKS INC	367	I11-001529	\$ 50.37
1000-64-633-42290	213497	PROBUILD	25	I11-001368	\$ 60.60
1000-64-633-42290	213497	PROBUILD	25	I11-001439	\$ 20.48
1000-64-633-43412	213499	QWEST	81	I11-001416	\$ 35.60
1000-00-000-12400	213503	REID LARRY	13379	I11-001576	\$ 98.00
1000-00-000-21422	213505	Roxanne Tilzey	12707	I11-001257	\$ 200.00
1000-21-326-43790	213511	SLAVIK BRYAN	5653	I11-001506	\$ 14.00
1000-64-633-42350	213516	STROBELS RENTALS INC	32	I11-001436	\$ 115.00
1000-21-311-43210	213539	WARDEN PAPER CO	1922	I11-001399	\$ 9.02
1000-64-621-43410	213541	WCS TELECOM	11222	I11-001511	\$ 48.41
1000-21-311-43420	213550	NORTHWESTERN ENERGY	82	I11-001635	\$ 8.19
1000-64-633-43420	213550	NORTHWESTERN ENERGY	82	I11-001635	\$ 411.01
				-----	
				Fund(1000) Total	\$102,410.50
6010-31-513-42320	213027	ACE HARDWARE	4876	I11-000870	\$ 7.48
6010-31-513-42290	213040	BEST OIL DISTRIBUTING	8163	I11-000863	\$ 412.50
6010-31-513-42320	213043	BIG SKY HYDRAULICS & MACHINING INC	11168	I11-000689	\$ 73.39
6010-00-000-15110	213043	BIG SKY HYDRAULICS & MACHINING INC	11168	I11-000724	\$ 310.46
6010-31-513-42320	213043	BIG SKY HYDRAULICS & MACHINING INC	11168	I11-000848	\$ 115.27
6010-31-513-42320	213043	BIG SKY HYDRAULICS & MACHINING INC	11168	I11-000851	\$ 31.66
6010-31-513-43640	213048	CARNAHAN TOWING & REPAIR INC	3263	I11-000867	\$ 242.50
6010-00-000-15110	213057	CITY MOTOR CO INC	267	I11-000582	\$ 94.20

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<b>Account#</b>	<b>Check#</b>	<b>VendorName</b>	<b>Vendor#</b>	<b>Invoice#</b>	<b>Amount</b>
6010-31-513-42320	213057	CITY MOTOR CO INC	267	I11-000837	\$ 142.22
6010-31-513-42320	213057	CITY MOTOR CO INC	267	I11-000839	\$ 54.08
6010-31-513-42320	213070	DIRECT AUTOMOTIVE DISTRIBUTING	13156	I11-000560	\$ 76.38
6010-00-000-15110	213070	DIRECT AUTOMOTIVE DISTRIBUTING	13156	I11-000587	\$ 64.87
6010-31-513-42320	213070	DIRECT AUTOMOTIVE DISTRIBUTING	13156	I11-000690	\$ 87.91
6010-00-000-15110	213070	DIRECT AUTOMOTIVE DISTRIBUTING	13156	I11-000725	\$ 92.64
6010-31-513-42320	213070	DIRECT AUTOMOTIVE DISTRIBUTING	13156	I11-000860	\$ 46.99
6010-31-513-42320	213077	FASTENAL COMPANY	7664	I11-000869	\$ 6.96
6010-31-513-42320	213080	FLEET SUPPLY COMPANY	64	I11-000862	\$ 17.50
6010-31-513-42290	213085	GENERAL DISTRIBUTING CO	65	I11-000561	\$ 16.24
6010-31-513-42320	213097	HUGHES FIRE EQUIPMENT INC	6714	I11-000649	\$ 24.71
6010-31-513-42320	213097	HUGHES FIRE EQUIPMENT INC	6714	I11-000650	\$ -129.31
6010-00-000-15110	213097	HUGHES FIRE EQUIPMENT INC	6714	I11-000721	\$ 300.32
6010-00-000-15110	213097	HUGHES FIRE EQUIPMENT INC	6714	I11-000722	\$ 749.12
6010-31-513-42320	213097	HUGHES FIRE EQUIPMENT INC	6714	I11-000864	\$ 3,015.21
6010-31-513-42320	213097	HUGHES FIRE EQUIPMENT INC	6714	I11-000865	\$ 138.63
6010-31-513-42320	213097	HUGHES FIRE EQUIPMENT INC	6714	I11-000866	\$ 560.03
6010-00-000-15110	213098	I STATE TRUCK CENTER INC	11353	I11-000585	\$ 88.32
6010-00-000-15110	213098	I STATE TRUCK CENTER INC	11353	I11-000585	\$ 109.10
6010-31-513-42320	213098	I STATE TRUCK CENTER INC	11353	I11-000692	\$ 39.95
6010-00-000-15110	213098	I STATE TRUCK CENTER INC	11353	I11-000888	\$ 9.08
6010-00-000-15110	213107	KOIS BROTHERS EQUIPMENT CO	643	I11-000583	\$ 154.60
6010-31-513-42320	213107	KOIS BROTHERS EQUIPMENT CO	643	I11-000695	\$ 134.97
6010-31-513-42320	213107	KOIS BROTHERS EQUIPMENT CO	643	I11-000697	\$ 385.35
6010-31-513-42320	213107	KOIS BROTHERS EQUIPMENT CO	643	I11-000699	\$ 192.05
6010-00-000-15110	213107	KOIS BROTHERS EQUIPMENT CO	643	I11-000719	\$ 1,956.74
6010-31-513-42320	213107	KOIS BROTHERS EQUIPMENT CO	643	I11-000859	\$ 134.97
6010-00-000-15110	213107	KOIS BROTHERS EQUIPMENT CO	643	I11-000885	\$ 113.67
6010-00-000-15110	213107	KOIS BROTHERS EQUIPMENT CO	643	I11-000886	\$ 279.72
6010-31-513-42290	213110	LITHIA OF GREAT FALLS INC	11378	I11-000687	\$ 11.04

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<b>Account#</b>	<b>Check#</b>	<b>VendorName</b>	<b>Vendor#</b>	<b>Invoice#</b>	<b>Amount</b>
6010-31-513-42320	213117	MIDLAND IMPLEMENT COMPANY INC	106	I11-000563	\$ 95.03
6010-00-000-15120	213126	MOUNTAIN VIEW CO-OP	972	I11-000584	\$ 19,672.80
6010-00-000-15120	213126	MOUNTAIN VIEW CO-OP	972	I11-000584	\$ 4,759.04
6010-00-000-15110	213131	NAPA AUTO PARTS OF GREAT FALLS	68	I11-000575	\$ -12.28
6010-00-000-15110	213131	NAPA AUTO PARTS OF GREAT FALLS	68	I11-000575	\$ -0.64
6010-00-000-15110	213131	NAPA AUTO PARTS OF GREAT FALLS	68	I11-000579	\$ 712.15
6010-00-000-15110	213131	NAPA AUTO PARTS OF GREAT FALLS	68	I11-000579	\$ 68.94
6010-31-513-42290	213131	NAPA AUTO PARTS OF GREAT FALLS	68	I11-000688	\$ 4.38
6010-31-513-42320	213131	NAPA AUTO PARTS OF GREAT FALLS	68	I11-000831	\$ 11.26
6010-31-513-42320	213131	NAPA AUTO PARTS OF GREAT FALLS	68	I11-000832	\$ 7.52
6010-31-513-42320	213131	NAPA AUTO PARTS OF GREAT FALLS	68	I11-000833	\$ 7.52
6010-31-513-42320	213131	NAPA AUTO PARTS OF GREAT FALLS	68	I11-000835	\$ 15.20
6010-00-000-15110	213131	NAPA AUTO PARTS OF GREAT FALLS	68	I11-000883	\$ 232.62
6010-31-513-42320	213132	NATIONAL COATINGS & SUPPLIES	13264	I11-000841	\$ 26.52
6010-31-513-45390	213133	NATIONAL LAUNDRY	388	I11-000676	\$ 74.48
6010-31-513-45390	213133	NATIONAL LAUNDRY	388	I11-000677	\$ 20.51
6010-31-513-43620	213136	NORTHWEST PIPE FITTINGS INC	142	I11-000673	\$ 6.04
6010-31-513-43620	213136	NORTHWEST PIPE FITTINGS INC	142	I11-000705	\$ 33.51
6010-31-513-42320	213138	OREILLY AUTO PARTS	12052	I11-000554	\$ 5.99
6010-00-000-15110	213138	OREILLY AUTO PARTS	12052	I11-000577	\$ 373.98
6010-31-513-42320	213138	OREILLY AUTO PARTS	12052	I11-000680	\$ 62.46
6010-31-513-42320	213140	PACIFIC STEEL	22	I11-000701	\$ 20.87
6010-31-513-42320	213140	PACIFIC STEEL	22	I11-000843	\$ 30.02
6010-31-513-42190	213142	PICKWICK'S OFFICE WORKS INC	367	I11-000552	\$ 60.22
6010-31-513-42190	213142	PICKWICK'S OFFICE WORKS INC	367	I11-000605	\$ 3.98
6010-31-513-42190	213142	PICKWICK'S OFFICE WORKS INC	367	I11-000606	\$ 3.34
6010-31-513-42190	213142	PICKWICK'S OFFICE WORKS INC	367	I11-000608	\$ 94.33
6010-31-513-42190	213142	PICKWICK'S OFFICE WORKS INC	367	I11-000609	\$ 2.85
6010-31-513-42190	213142	PICKWICK'S OFFICE WORKS INC	367	I11-000610	\$ 3.24
6010-31-513-42190	213142	PICKWICK'S OFFICE WORKS INC	367	I11-000611	\$ 21.24

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6010-31-513-42320	213143	POWER EQUIPMENT SYSTEMS INC	7991	I11-000861	\$ 166.71
6010-31-513-43410	213147	QWEST	81	I11-000636	\$ 101.82
6010-31-513-42320	213152	ROCKY MOUNTAIN TRUCK SERVICE INC	9846	I11-000555	\$ 38.85
6010-31-513-42320	213152	ROCKY MOUNTAIN TRUCK SERVICE INC	9846	I11-000557	\$ 74.96
6010-31-513-42320	213152	ROCKY MOUNTAIN TRUCK SERVICE INC	9846	I11-000559	\$ -66.96
6010-31-513-43630	213158	SERVICEMASTER ALL PURPOSE CLEANING	2730	I11-000482	\$ 306.00
6010-00-000-15110	213160	SIX ROBBLEES INC	21	I11-000578	\$ 92.58
6010-31-513-42320	213163	SMITH EQUIPMENT CO	2317	I11-000868	\$ 184.05
6010-00-000-15110	213165	SOLID WASTE SYSTEMS INC	6969	I11-000576	\$ 470.98
6010-00-000-15110	213165	SOLID WASTE SYSTEMS INC	6969	I11-000723	\$ 610.68
6010-31-513-42320	213169	STEVE'S SPORT CENTER	3944	I11-000827	\$ 213.79
6010-31-513-43620	213171	STROBELS RENTALS INC	32	I11-000612	\$ 6.25
6010-31-513-42320	213173	SUPERIOR TIRE INC	10829	I11-000852	\$ 179.25
6010-31-513-42320	213173	SUPERIOR TIRE INC	10829	I11-000855	\$ 47.50
6010-31-513-42320	213173	SUPERIOR TIRE INC	10829	I11-000857	\$ 357.24
6010-31-513-42320	213173	SUPERIOR TIRE INC	10829	I11-000858	\$ 352.50
6010-31-513-42320	213176	TITAN MACHINERY INC	75	I11-000871	\$ 101.38
6010-00-000-15110	213177	TNT SPRINGS INC / TNT TRUCK PARTS	12089	I11-000586	\$ 178.81
6010-00-000-15110	213177	TNT SPRINGS INC / TNT TRUCK PARTS	12089	I11-000889	\$ 31.73
6010-31-513-42320	213180	TRACTOR & EQUIPMENT CO	69	I11-000067	\$ 41.04
6010-00-000-15110	213180	TRACTOR & EQUIPMENT CO	69	I11-000580	\$ 145.40
6010-31-513-42320	213180	TRACTOR & EQUIPMENT CO	69	I11-000846	\$ 199.72
6010-00-000-15110	213183	VALLEY MOTOR SUPPLY CO INC	71	I11-000581	\$ 80.91
6010-31-513-42290	213183	VALLEY MOTOR SUPPLY CO INC	71	I11-000682	\$ 13.92
6010-31-513-42290	213183	VALLEY MOTOR SUPPLY CO INC	71	I11-000684	\$ 4.47
6010-31-513-42320	213183	VALLEY MOTOR SUPPLY CO INC	71	I11-000685	\$ 23.96
6010-31-513-42290	213183	VALLEY MOTOR SUPPLY CO INC	71	I11-000685	\$ 13.92
6010-00-000-15110	213183	VALLEY MOTOR SUPPLY CO INC	71	I11-000718	\$ 180.75
6010-00-000-15110	213183	VALLEY MOTOR SUPPLY CO INC	71	I11-000884	\$ 71.91



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6010-31-513-43415	213185	VERIZON WIRELESS	10858	I11-000501	\$ 82.24
6010-31-513-43410	213189	WCS TELECOM	11222	I11-000558	\$ 6.63
6010-31-513-42320	213193	WHELEN ENGINEERING COMPANY INC	3858	I11-000562	\$ 51.60
6010-00-000-15110	213193	WHELEN ENGINEERING COMPANY INC	3858	I11-000709	\$ 573.60
6010-00-000-15110	213193	WHELEN ENGINEERING COMPANY INC	3858	I11-000710	\$ 537.60
6010-00-000-15110	213193	WHELEN ENGINEERING COMPANY INC	3858	I11-000720	\$ 248.40
6010-00-000-15110	213193	WHELEN ENGINEERING COMPANY INC	3858	I11-000887	\$ 250.80
6010-31-513-42320	213219	B & B INDUSTRIAL MACHINE	5051	I11-000892	\$ 30.00
6010-00-000-15110	213223	BEST OIL DISTRIBUTING	8163	I11-001185	\$ 2,228.47
6010-31-513-42290	213224	BIG R STORES (CSWW INC)	40	I11-000895	\$ 54.46
6010-31-513-42290	213226	BIG SKY FIRE/AFFIRMED MEDICAL	2129	I11-000891	\$ 5.21
6010-31-513-42320	213227	BIG SKY HYDRAULICS & MACHINING INC	11168	I11-000894	\$ 20.85
6010-31-513-42320	213227	BIG SKY HYDRAULICS & MACHINING INC	11168	I11-000985	\$ 78.51
6010-31-513-42320	213227	BIG SKY HYDRAULICS & MACHINING INC	11168	I11-000989	\$ 29.03
6010-31-513-42320	213256	DIRECT AUTOMOTIVE DISTRIBUTING	13156	I11-000995	\$ -11.00
6010-31-513-42320	213256	DIRECT AUTOMOTIVE DISTRIBUTING	13156	I11-000996	\$ 108.48
6010-00-000-15110	213256	DIRECT AUTOMOTIVE DISTRIBUTING	13156	I11-001190	\$ 373.92
6010-31-513-43640	213267	FLAWLESS AUTO BODY	5232	I11-000877	\$ 150.00
6010-16-513-42120	213276	GRAFIX SHOPPE	7217	I11-000876	\$ 1,867.55
6010-31-513-42290	213278	GREAT FALLS PAPER & SUPPLY CO	549	I11-000613	\$ 10.27
6010-31-513-42290	213278	GREAT FALLS PAPER & SUPPLY CO	549	I11-000617	\$ 11.81
6010-31-513-43210	213280	GREAT FALLS TRIBUNE	77	I11-001131	\$ 109.40
6010-31-513-42320	213284	I STATE TRUCK CENTER INC	11353	I11-000893	\$ 85.33
6010-31-513-42320	213284	I STATE TRUCK CENTER INC	11353	I11-001002	\$ 3.62
6010-00-000-15110	213284	I STATE TRUCK CENTER INC	11353	I11-001186	\$ 96.00
6010-00-000-15110	213297	KOIS BROTHERS EQUIPMENT CO	643	I11-001182	\$ 54.85
6010-31-513-43790	213305	MASTERCARD PROCESSING CENTER	8270	I11-001035	\$ 126.00
6010-31-513-42320	213307	MIDLAND IMPLEMENT COMPANY INC	106	I11-001003	\$ 215.02
6010-31-513-42320	213307	MIDLAND IMPLEMENT COMPANY INC	106	I11-001004	\$ 62.02
6010-31-513-42320	213307	MIDLAND IMPLEMENT COMPANY INC	106	I11-001006	\$ 6.96

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Account#	Check#	VendorName	Vendor#	Invoice#	Amount
6010-00-000-15120	213315	MOUNTAIN VIEW CO-OP	972	I11-001183	\$ 22,696.41
6010-31-513-42320	213322	NAPA AUTO PARTS OF GREAT FALLS	68	I11-000975	\$ 7.95
6010-31-513-42290	213322	NAPA AUTO PARTS OF GREAT FALLS	68	I11-000978	\$ 7.20
6010-31-513-42290	213322	NAPA AUTO PARTS OF GREAT FALLS	68	I11-000980	\$ 8.22
6010-31-513-42320	213322	NAPA AUTO PARTS OF GREAT FALLS	68	I11-000982	\$ 5.66
6010-31-513-42320	213322	NAPA AUTO PARTS OF GREAT FALLS	68	I11-000983	\$ 25.65
6010-00-000-15110	213322	NAPA AUTO PARTS OF GREAT FALLS	68	I11-001176	\$ 256.19
6010-00-000-15110	213322	NAPA AUTO PARTS OF GREAT FALLS	68	I11-001177	\$ 16.79
6010-00-000-15110	213322	NAPA AUTO PARTS OF GREAT FALLS	68	I11-001178	\$ 21.24
6010-00-000-15110	213322	NAPA AUTO PARTS OF GREAT FALLS	68	I11-001179	\$ 157.09
6010-31-513-45390	213323	NATIONAL LAUNDRY	388	I11-001011	\$ 74.56
6010-31-513-45390	213323	NATIONAL LAUNDRY	388	I11-001012	\$ 84.77
6010-31-513-43640	213327	NORTHWEST DYNAMICS INSPECTION SERVI	8384	I11-001062	\$ 1,537.00
6010-31-513-42320	213328	NORTHWEST PIPE FITTINGS INC	142	I11-001007	\$ 55.58
6010-31-513-42290	213331	OREILLY AUTO PARTS	12052	I11-000969	\$ 119.94
6010-00-000-15110	213331	OREILLY AUTO PARTS	12052	I11-001187	\$ 12.58
6010-00-000-15110	213331	OREILLY AUTO PARTS	12052	I11-001188	\$ 25.16
6010-00-000-15110	213331	OREILLY AUTO PARTS	12052	I11-001189	\$ 34.98
6010-31-513-42190	213335	PICKWICK'S OFFICE WORKS INC	367	I11-000702	\$ 16.83
6010-31-513-42190	213335	PICKWICK'S OFFICE WORKS INC	367	I11-000873	\$ 42.35
6010-31-513-43410	213340	QWEST	81	I11-001024	\$ 43.22
6010-31-513-42320	213351	SAFELITE FULFILLMENT INC	8371	I11-001008	\$ 180.00
6010-00-000-15110	213358	STEVE'S SPORT CENTER	3944	I11-001184	\$ 28.45
6010-31-513-42320	213364	TNT SPRINGS INC / TNT TRUCK PARTS	12089	I11-000564	\$ 298.94
6010-00-000-15110	213365	TRACTOR & EQUIPMENT CO	69	I11-001180	\$ 627.78
6010-31-513-42320	213368	TRI STATE TRUCK & EQUIPMENT INC	266	I11-001009	\$ 14.04
6010-31-513-42290	213374	VALLEY MOTOR SUPPLY CO INC	71	I11-000973	\$ 8.50
6010-31-513-42290	213374	VALLEY MOTOR SUPPLY CO INC	71	I11-000992	\$ 40.13
6010-00-000-15110	213374	VALLEY MOTOR SUPPLY CO INC	71	I11-001181	\$ 102.12

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6010-31-513-42320	213375	VENDERS REPAIR SHOP	10722	I11-000970	\$ 24.00
6010-31-513-42290	213388	ACE HARDWARE	4876	I11-001685	\$ 22.68
6010-31-513-42320	213398	AUTO ADDITIONS INC	13380	I11-001686	\$ 94.49
6010-31-513-42320	213400	BEARING SALES INC	37	I11-001356	\$ 16.00
6010-31-513-42320	213404	BIG SKY HYDRAULICS & MACHINING INC	11168	I11-001361	\$ 55.29
6010-31-513-43640	213404	BIG SKY HYDRAULICS & MACHINING INC	11168	I11-001363	\$ 52.20
6010-31-513-42320	213404	BIG SKY HYDRAULICS & MACHINING INC	11168	I11-001364	\$ 5.22
6010-31-513-42320	213404	BIG SKY HYDRAULICS & MACHINING INC	11168	I11-001366	\$ 623.24
6010-31-513-42320	213404	BIG SKY HYDRAULICS & MACHINING INC	11168	I11-001553	\$ 5.43
6010-31-513-42320	213404	BIG SKY HYDRAULICS & MACHINING INC	11168	I11-001632	\$ 17.02
6010-31-513-42320	213405	BISON MOTOR CO INC	42	I11-001367	\$ 56.05
6010-31-513-42290	213407	BREEN OIL COMPANY	10408	I11-001543	\$ 23.70
6010-31-513-43630	213411	BUG DOCTOR	10435	I11-001577	\$ 22.50
6010-31-513-42410	213419	CITY MOTOR CO INC	267	I11-001591	\$ 619.76
6010-31-513-42320	213419	CITY MOTOR CO INC	267	I11-001679	\$ 3.62
6010-31-513-42320	213419	CITY MOTOR CO INC	267	I11-001680	\$ 65.80
6010-31-513-43620	213425	CRESCENT ELECTRIC SUPPLY CO	405	I11-001605	\$ 31.50
6010-31-513-42320	213428	DIRECT AUTOMOTIVE DISTRIBUTING	13156	I11-001369	\$ 76.38
6010-31-513-42320	213428	DIRECT AUTOMOTIVE DISTRIBUTING	13156	I11-001370	\$ 155.99
6010-31-513-42320	213428	DIRECT AUTOMOTIVE DISTRIBUTING	13156	I11-001554	\$ 27.99
6010-31-513-42320	213428	DIRECT AUTOMOTIVE DISTRIBUTING	13156	I11-001594	\$ 51.29
6010-31-513-42320	213428	DIRECT AUTOMOTIVE DISTRIBUTING	13156	I11-001596	\$ 126.96
6010-31-513-42320	213428	DIRECT AUTOMOTIVE DISTRIBUTING	13156	I11-001598	\$ 81.01
6010-31-513-42320	213428	DIRECT AUTOMOTIVE DISTRIBUTING	13156	I11-001599	\$ 217.75
6010-31-513-42320	213428	DIRECT AUTOMOTIVE DISTRIBUTING	13156	I11-001601	\$ 41.99
6010-31-513-42320	213428	DIRECT AUTOMOTIVE DISTRIBUTING	13156	I11-001602	\$ 82.21
6010-31-513-42320	213428	DIRECT AUTOMOTIVE DISTRIBUTING	13156	I11-001603	\$ 29.49
6010-31-513-42320	213428	DIRECT AUTOMOTIVE DISTRIBUTING	13156	I11-001604	\$ -41.00
6010-31-513-43690	213430	DULTMEIER SALES LLC	8943	I11-001571	\$ 653.22
6010-31-513-42320	213433	FASTENAL COMPANY	7664	I11-001687	\$ 19.26

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6010-31-513-42320	213434	FLEET SUPPLY COMPANY	64	I11-001371	\$ 33.60
6010-31-513-42290	213434	FLEET SUPPLY COMPANY	64	I11-001552	\$ 20.68
6010-31-513-42320	213434	FLEET SUPPLY COMPANY	64	I11-001609	\$ 8.80
6010-31-513-42320	213434	FLEET SUPPLY COMPANY	64	I11-001688	\$ 8.80
6010-31-513-42290	213438	GENERAL DISTRIBUTING CO	65	I11-001689	\$ 122.78
6010-31-513-42290	213438	GENERAL DISTRIBUTING CO	65	I11-001690	\$ 146.50
6010-31-513-42290	213438	GENERAL DISTRIBUTING CO	65	I11-001691	\$ 26.74
6010-31-513-42290	213438	GENERAL DISTRIBUTING CO	65	I11-001692	\$ 36.87
6010-31-513-42290	213438	GENERAL DISTRIBUTING CO	65	I11-001693	\$ 123.74
6010-31-513-42320	213439	GRAFIX SHOPPE	7217	I11-001573	\$ 125.71
6010-31-513-42290	213441	GREAT FALLS PAPER & SUPPLY CO	549	I11-001674	\$ 37.11
6010-31-513-42320	213448	HUGHES FIRE EQUIPMENT INC	6714	I11-001694	\$ 154.30
6010-31-513-42320	213449	I STATE TRUCK CENTER INC	11353	I11-001372	\$ 70.32
6010-31-513-42320	213449	I STATE TRUCK CENTER INC	11353	I11-001555	\$ 256.68
6010-31-513-42320	213449	I STATE TRUCK CENTER INC	11353	I11-001556	\$ 67.45
6010-31-513-42320	213460	KOIS BROTHERS EQUIPMENT CO	643	I11-001610	\$ 73.03
6010-31-513-42320	213460	KOIS BROTHERS EQUIPMENT CO	643	I11-001611	\$ 134.97
6010-31-513-42290	213464	LITHIA OF GREAT FALLS INC	11378	I11-001550	\$ 7.36
6010-31-513-43790	213467	MASTERCARD PROCESSING CENTER	8270	I11-000901	\$ 54.00
6010-31-513-42320	213467	MASTERCARD PROCESSING CENTER	8270	I11-001677	\$ 46.10
6010-31-513-42320	213470	MIDLAND IMPLEMENT COMPANY INC	106	I11-001695	\$ 239.80
6010-31-513-42320	213470	MIDLAND IMPLEMENT COMPANY INC	106	I11-001696	\$ 1,403.55
6010-31-513-43640	213472	MILLER AUTO INTERIOR INC	11	I11-001360	\$ 183.00
6010-31-513-42320	213478	MOTOR POWER GREAT FALLS INC	9731	I11-001606	\$ 59.48
6010-31-513-42320	213478	MOTOR POWER GREAT FALLS INC	9731	I11-001698	\$ 29.25
6010-31-513-42320	213484	NAPA AUTO PARTS OF GREAT FALLS	68	I11-001347	\$ 41.60
6010-31-513-42320	213484	NAPA AUTO PARTS OF GREAT FALLS	68	I11-001349	\$ 4.88
6010-31-513-42320	213484	NAPA AUTO PARTS OF GREAT FALLS	68	I11-001352	\$ 10.89
6010-31-513-42320	213484	NAPA AUTO PARTS OF GREAT FALLS	68	I11-001353	\$ 25.65
6010-31-513-42320	213484	NAPA AUTO PARTS OF GREAT FALLS	68	I11-001354	\$ 84.69

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6010-31-513-42320	213484	NAPA AUTO PARTS OF GREAT FALLS	68	I11-001546	\$ 26.77
6010-31-513-42320	213484	NAPA AUTO PARTS OF GREAT FALLS	68	I11-001547	\$ 32.07
6010-31-513-42320	213484	NAPA AUTO PARTS OF GREAT FALLS	68	I11-001548	\$ 18.05
6010-31-513-42320	213484	NAPA AUTO PARTS OF GREAT FALLS	68	I11-001549	\$ 8.25
6010-31-513-42320	213484	NAPA AUTO PARTS OF GREAT FALLS	68	I11-001587	\$ 97.49
6010-31-513-42320	213484	NAPA AUTO PARTS OF GREAT FALLS	68	I11-001588	\$ 4.60
6010-31-513-42320	213484	NAPA AUTO PARTS OF GREAT FALLS	68	I11-001589	\$ -97.49
6010-31-513-42320	213484	NAPA AUTO PARTS OF GREAT FALLS	68	I11-001590	\$ 17.48
6010-31-513-42320	213484	NAPA AUTO PARTS OF GREAT FALLS	68	I11-001681	\$ 17.48
6010-31-513-42320	213484	NAPA AUTO PARTS OF GREAT FALLS	68	I11-001682	\$ 66.93
6010-31-513-42320	213484	NAPA AUTO PARTS OF GREAT FALLS	68	I11-001683	\$ -116.09
6010-31-513-42320	213484	NAPA AUTO PARTS OF GREAT FALLS	68	I11-001684	\$ 83.68
6010-31-513-45390	213486	NATIONAL LAUNDRY	388	I11-001539	\$ 74.48
6010-31-513-45390	213486	NATIONAL LAUNDRY	388	I11-001541	\$ 17.07
6010-31-513-42320	213491	OREILLY AUTO PARTS	12052	I11-001342	\$ 15.98
6010-31-513-42320	213491	OREILLY AUTO PARTS	12052	I11-001344	\$ 157.42
6010-31-513-42320	213491	OREILLY AUTO PARTS	12052	I11-001584	\$ 158.09
6010-31-513-42320	213491	OREILLY AUTO PARTS	12052	I11-001585	\$ 2.65
6010-31-513-42320	213491	OREILLY AUTO PARTS	12052	I11-001586	\$ 25.25
6010-31-513-42320	213494	PACIFIC STEEL	22	I11-001629	\$ 171.90
6010-31-513-42190	213495	PICKWICK'S OFFICE WORKS INC	367	I11-001673	\$ 2.93
6010-31-513-43410	213499	QWEST	81	I11-001379	\$ 13.49
6010-31-513-42320	213506	SAFELITE FULFILLMENT INC	8371	I11-001640	\$ 180.00
6010-31-513-42320	213506	SAFELITE FULFILLMENT INC	8371	I11-001643	\$ 220.00
6010-31-513-42320	213512	SMITH EQUIPMENT CO	2317	I11-001623	\$ 12.50
6010-31-513-42410	213513	SNAP ON TOOLS GISKAAS	12095	I11-001572	\$ 10.00
6010-31-513-43640	213520	SUPERIOR TIRE INC	10829	I11-001373	\$ 24.50
6010-31-513-42320	213520	SUPERIOR TIRE INC	10829	I11-001373	\$ 35.00
6010-31-513-42320	213520	SUPERIOR TIRE INC	10829	I11-001699	\$ 97.50
6010-31-513-42320	213520	SUPERIOR TIRE INC	10829	I11-001700	\$ 26.00

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Account#	Check#	VendorName	Vendor#	Invoice#	Amount
6010-31-513-42320	213521	TAYLOR BROTHERS INC	180	I11-001701	\$ 69.15
6010-31-513-42320	213522	TC GLASS DISTRIBUTOR INC	34	I11-001374	\$ 24.00
6010-31-513-42320	213524	TITAN MACHINERY INC	75	I11-001613	\$ 68.20
6010-31-513-42320	213524	TITAN MACHINERY INC	75	I11-001614	\$ 58.34
6010-31-513-42320	213525	TNT SPRINGS INC / TNT TRUCK PARTS	12089	I11-001608	\$ 183.20
6010-31-513-42410	213527	TOOL BOX INC	2886	I11-001355	\$ 12.88
6010-31-513-42320	213528	TRACTOR & EQUIPMENT CO	69	I11-001702	\$ 111.23
6010-31-513-42320	213528	TRACTOR & EQUIPMENT CO	69	I11-001703	\$ 50.17
6010-31-513-42320	213528	TRACTOR & EQUIPMENT CO	69	I11-001704	\$ -35.63
6010-31-513-42320	213530	TURFCARE AND SPECIALTY PRODUCTS INC	10418	I11-001645	\$ 82.65
6010-31-513-42320	213534	VALLEY MOTOR SUPPLY CO INC	71	I11-001678	\$ 8.78
6010-31-513-42320	213544	WHELEN ENGINEERING COMPANY INC	3858	I11-001705	\$ 171.00
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2419-10-051-43420	213490	NORTHWESTERN ENERGY	82	I11-001470	\$ 191.88
2419-10-051-43420	213550	NORTHWESTERN ENERGY	82	I11-001661	\$ 58,189.73
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6080-71-761-49310	213025	A T KLEMENS INC	84	I11-000430	\$ 18,236.79
6080-71-761-43620	213053	CENTRAL FLOOR COVERING INC	132	I11-000075	\$ 453.35
6080-71-761-42290	213063	CRESCENT ELECTRIC SUPPLY CO	405	I11-000192	\$ 28.55
6080-71-761-42290	213063	CRESCENT ELECTRIC SUPPLY CO	405	I11-000194	\$ 14.86
6080-71-761-42290	213063	CRESCENT ELECTRIC SUPPLY CO	405	I11-000784	\$ 61.02
6080-71-761-43430	213074	ENERGY WEST RESOURCES INC	83	I11-000707	\$ 7,405.96
6080-71-761-42290	213086	GLACIER STATE ELECTRIC SUPPLY	67	I11-000196	\$ 10.60
6080-71-761-42290	213086	GLACIER STATE ELECTRIC SUPPLY	67	I11-000197	\$ 23.26
6080-71-761-42350	213102	JOHNSON MADISON LUMBER INC	9	I11-000203	\$ 517.90
6080-71-761-42350	213102	JOHNSON MADISON LUMBER INC	9	I11-000204	\$ 77.00
6080-71-761-43630	213109	LIGGETT CONSTRUCTION	3764	I11-000205	\$ 7,120.00
6080-71-761-43630	213109	LIGGETT CONSTRUCTION	3764	I11-000206	\$ 4,990.00
6080-71-761-42230	213112	MASCO JANITORIAL SUPPLY	198	I11-000240	\$ 114.48

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<b>Account#</b>	<b>Check#</b>	<b>VendorName</b>	<b>Vendor#</b>	<b>Invoice#</b>	<b>Amount</b>
6080-71-761-42230	213112	MASCO JANITORIAL SUPPLY	198	I11-000241	\$ 42.54
6080-71-761-49310	213115	MEALEY CONSTRUCTION INC	2230	I11-000951	\$ 8,482.08
6080-71-761-42230	213120	MONTANA BROOM & BRUSH COMPANY	7828	I11-000452	\$ 13.36
6080-71-761-42290	213120	MONTANA BROOM & BRUSH COMPANY	7828	I11-000454	\$ 778.28
6080-71-761-42230	213120	MONTANA BROOM & BRUSH COMPANY	7828	I11-000461	\$ 57.00
6080-71-761-49310	213127	MT DEPT OF REVENUE 1% WITHHOLDING	136	I11-000436	\$ 184.21
6080-71-761-42350	213136	NORTHWEST PIPE FITTINGS INC	142	I11-000463	\$ 185.33
6080-71-761-42350	213136	NORTHWEST PIPE FITTINGS INC	142	I11-000466	\$ 28.69
6080-71-761-43420	213137	NORTHWESTERN ENERGY	82	I11-000502	\$ 1,395.92
6080-71-761-43420	213137	NORTHWESTERN ENERGY	82	I11-000818	\$ 103.53
6080-71-761-43415	213185	VERIZON WIRELESS	10858	I11-000789	\$ 22.64
6080-71-761-42350	213211	ACE HARDWARE	4876	I11-000924	\$ 39.46
6080-71-761-42350	213211	ACE HARDWARE	4876	I11-001135	\$ 17.99
6080-71-761-43410	213270	FSH COMMUNICATIONS	12068	I11-000905	\$ 65.00
6080-71-761-43630	213303	LIGGETT CONSTRUCTION	3764	I11-000977	\$ 4,940.00
6080-71-761-42290	213304	MASCO JANITORIAL SUPPLY	198	I11-000900	\$ 12.30
6080-71-761-43590	213309	MONTANA BOILER OPERATOR/ENG PROGRAM	12523	I11-000923	\$ 35.00
6080-71-761-49310	213318	MT DEPT OF REVENUE 1% WITHHOLDING	136	I11-000952	\$ 85.68
6080-71-761-43420	213329	NORTHWESTERN ENERGY	82	I11-001292	\$ 10.24
6080-71-761-42290	213343	Rasco Janitorial Supply	12726	I11-000904	\$ 55.98
6080-71-761-42350	213388	ACE HARDWARE	4876	I11-001487	\$ 17.99
6080-71-761-42290	213425	CRESCENT ELECTRIC SUPPLY CO	405	I11-001224	\$ 14.01
6080-71-761-42290	213425	CRESCENT ELECTRIC SUPPLY CO	405	I11-001617	\$ 60.00
6080-71-761-43620	213432	ENTERPRISE ELECTRIC INC	2370	I11-001540	\$ 94.50
6080-71-761-42350	213466	MASCO JANITORIAL SUPPLY	198	I11-001428	\$ 52.25
6080-71-761-42350	213466	MASCO JANITORIAL SUPPLY	198	I11-001429	\$ 30.15
6080-71-761-42350	213466	MASCO JANITORIAL SUPPLY	198	I11-001481	\$ 5.30
6080-71-761-42230	213466	MASCO JANITORIAL SUPPLY	198	I11-001483	\$ -143.84
6080-71-761-42230	213466	MASCO JANITORIAL SUPPLY	198	I11-001484	\$ 125.55

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Account#	Check#	VendorName	Vendor#	Invoice#	Amount
6080-71-761-43620	213489	NORTHWEST PIPE FITTINGS INC	142	I11-001233	\$ 64.75
6080-71-761-43620	213489	NORTHWEST PIPE FITTINGS INC	142	I11-001607	\$ 448.93
6080-71-761-42350	213502	REFRIGERATION SUPPLIES DISTRIBUTOR	10777	I11-001486	\$ 17.48
6080-71-761-43420	213550	NORTHWESTERN ENERGY	82	I11-001635	\$ 80.73
					-----
					Fund(6080) Total\$56,476.80
5310-10-031-46310	0	U S BANK NATIONAL ASSOCIATION	13539	I11-001697	\$ 300.00
5310-31-565-42290	213040	BEST OIL DISTRIBUTING	8163	I11-000792	\$ 183.75
5310-31-565-43580	213073	ENERGY LABORATORIES INC	813	I11-000804	\$ 102.00
5310-31-564-49320	213101	JAMES TALCOTT CONSTRUCTION INC	2836	I11-000703	\$ 68,109.51
5310-31-565-49320	213124	MORRISON-MAIERLE INC	511	I11-000666	\$ 0.00
5310-31-565-49310	213127	MT DEPT OF REVENUE 1% WITHHOLDING	136	I11-000597	\$ 367.35
5310-31-564-49320	213127	MT DEPT OF REVENUE 1% WITHHOLDING	136	I11-000704	\$ 687.97
5310-31-564-49320	213134	NCI ENGINEERING COMPANY	12508	I11-000762	\$ 0.00
5310-31-595-49310	213134	NCI ENGINEERING COMPANY	12508	I11-000762	\$ 0.00
5310-31-594-49320	213134	NCI ENGINEERING COMPANY	12508	I11-000762	\$ 24,006.26
5310-31-565-42120	213142	PICKWICK'S OFFICE WORKS INC	367	I11-000805	\$ 85.44
5310-31-565-43630	213158	SERVICEMASTER ALL PURPOSE CLEANING	2730	I11-000482	\$ 212.75
5310-31-564-43590	213184	VEOLIA WATER NORTH AMERICA	11147	I11-000144	\$ 10,949.25
5310-31-564-43590	213184	VEOLIA WATER NORTH AMERICA	11147	I11-000144	\$ 235,857.09
5310-31-564-49410	213184	VEOLIA WATER NORTH AMERICA	11147	I11-000144	\$ 12,500.00
5310-31-565-43415	213185	VERIZON WIRELESS	10858	I11-000501	\$ 125.82
5310-31-565-43410	213189	WCS TELECOM	11222	I11-000558	\$ 6.62
5310-31-564-45420	213317	MT DEPT OF ENVIRONMENTAL QUALITY	6565	I11-001128	\$ 11,344.00
5310-31-564-45420	213317	MT DEPT OF ENVIRONMENTAL QUALITY	6565	I11-001129	\$ 900.00
5310-31-565-43620	213387	A T KLEMENS INC	84	I11-001380	\$ 300.00
5310-31-565-43690	213411	BUG DOCTOR	10435	I11-001577	\$ 90.00
5310-31-565-43620	213413	CALVERTS OVERHEAD DOOR SERVICE	11134	I11-001268	\$ 139.50
5310-31-565-43590	213418	CASCADE COUNTY SHERIFF/CORONER	7795	I11-001283	\$ 142.02
5310-31-565-49310	213480	MT DEPT OF ENVIRONMENTAL QUALITY WA	6873	I11-001471	\$ 362.50



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5310-31-565-43410	213499	QWEST	81	I11-001379	\$ 92.22
5310-31-564-43590	213535	VEOLIA WATER NORTH AMERICA	11147	I11-001502	\$ 10,949.25
5310-31-564-43590	213535	VEOLIA WATER NORTH AMERICA	11147	I11-001502	\$ 235,857.09
5310-31-564-49410	213535	VEOLIA WATER NORTH AMERICA	11147	I11-001502	\$ 12,500.00
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Fund(5310) Total					\$626,170.39
5710-32-195-43790	213305	MASTERCARD PROCESSING CENTER	8270	I11-001238	\$ 250.17
5710-32-195-43790	213305	MASTERCARD PROCESSING CENTER	8270	I11-001238	\$ 44.12
5710-32-195-43790	213305	MASTERCARD PROCESSING CENTER	8270	I11-001238	\$ 24.50
5710-32-195-43790	213305	MASTERCARD PROCESSING CENTER	8270	I11-001238	\$ 87.11
5710-32-195-43790	213429	DOYON GREGORY T	12958	I11-001513	\$ 224.40
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Fund(5710) Total					\$630.30
5711-64-673-42350	213027	ACE HARDWARE	4876	I11-000665	\$ 5.20
5711-64-673-42350	213041	BIG R STORES (CSWW INC)	40	I11-000490	\$ 19.99
5711-64-671-43430	213074	ENERGY WEST RESOURCES INC	83	I11-000707	\$ 370.17
5711-64-673-43430	213074	ENERGY WEST RESOURCES INC	83	I11-000707	\$ 4,070.67
5711-64-675-43430	213074	ENERGY WEST RESOURCES INC	83	I11-000707	\$ 180.00
5711-64-673-42350	213112	MASCO JANITORIAL SUPPLY	198	I11-000735	\$ 118.26
5711-64-673-43420	213137	NORTHWESTERN ENERGY	82	I11-000502	\$ 385.02
5711-64-675-43420	213137	NORTHWESTERN ENERGY	82	I11-000818	\$ 7.10
5711-64-673-43415	213185	VERIZON WIRELESS	10858	I11-000637	\$ 27.79
5711-64-671-43610	213233	BUG DOCTOR	10435	I11-001228	\$ 42.00
5711-64-673-42330	213257	DOORS & HARDWARE UNLIMITED INC	6731	I11-001309	\$ 1,196.00
5711-64-671-43420	213329	NORTHWESTERN ENERGY	82	I11-001292	\$ 38.43
5711-64-671-43410	213340	QWEST	81	I11-001047	\$ 27.34
5711-64-675-43410	213340	QWEST	81	I11-001048	\$ 27.34
5711-64-673-43410	213340	QWEST	81	I11-001310	\$ 50.24
5711-64-673-42290	213393	AMERICAN CANOE ASSOCIATION	6893	I11-001527	\$ 89.20
5711-64-673-42290	213393	AMERICAN CANOE ASSOCIATION	6893	I11-001527	\$ 10.50
5711-64-671-42350	213394	AMERICAN LOCKER SECURITY SYSTEMS	9636	I11-001388	\$ 244.46

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Account#	Check#	VendorName	Vendor#	Invoice#	Amount
5711-64-673-42350	213466	MASCO JANITORIAL SUPPLY	198	I11-001477	\$ 106.85
5711-64-675-43410	213499	QWEST	81	I11-001425	\$ 27.34
5711-64-671-42290	213509	SHIP-IT	137	I11-001479	\$ 16.64
5711-64-671-42520	213551	UDDER DISTRIBUTING INC	13044	I11-000655	\$ 328.66
5711-64-671-42520	213551	UDDER DISTRIBUTING INC	13044	I11-000656	\$ 286.46
5711-64-671-42520	213551	UDDER DISTRIBUTING INC	13044	I11-000657	\$ -833.78
5711-64-671-42520	213551	UDDER DISTRIBUTING INC	13044	I11-000658	\$ 108.24
5711-64-671-42520	213551	UDDER DISTRIBUTING INC	13044	I11-000659	\$ 98.40
5711-64-671-42520	213551	UDDER DISTRIBUTING INC	13044	I11-000660	\$ 109.20
5711-64-671-42520	213551	UDDER DISTRIBUTING INC	13044	I11-000661	\$ 71.40
5711-64-671-42520	213551	UDDER DISTRIBUTING INC	13044	I11-000662	\$ -168.58
5711-64-671-42520	213551	UDDER DISTRIBUTING INC	13044	I11-000663	\$ -127.25
5711-64-671-42520	213551	UDDER DISTRIBUTING INC	13044	I11-000664	\$ 67.34
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5210-00-000-21430	0	CURTIS, ROGER K & DAWN L	1679	I11-000758	\$ 0.50
					Fund(5711) Total\$7,000.63
5210-00-000-21430	0	ROGERS, CHARLES	1679	I11-000759	\$ 0.06
5210-31-555-43410	213034	AVAYA INC	6776	I11-000737	\$ 183.63
5210-31-555-42410	213036	BATTERIES PLUS OF GREAT FALLS INC	13522	I11-000474	\$ 60.00
5210-31-555-43690	213038	BENTLEY SYSTEMS INC	11592	I11-000742	\$ 240.00
5210-31-556-42290	213041	BIG R STORES (CSWW INC)	40	I11-000793	\$ 6.99
5210-31-555-42290	213042	BIG SKY FIRE/AFFIRMED MEDICAL	2129	I11-000740	\$ 32.80
5210-31-556-43620	213047	CALVERTS OVERHEAD DOOR SERVICE	11134	I11-000795	\$ 105.00
5210-31-555-42290	213060	CONSOLIDATED ELECTRICAL DIST INC	52	I11-000698	\$ 2.20
5210-31-555-42330	213063	CRESCENT ELECTRIC SUPPLY CO	405	I11-000746	\$ 15.18
5210-31-555-42290	213063	CRESCENT ELECTRIC SUPPLY CO	405	I11-000747	\$ 89.27
5210-31-556-42290	213063	CRESCENT ELECTRIC SUPPLY CO	405	I11-000797	\$ 12.50
5210-31-556-42370	213065	DANA KEPNER COMPANY INC BILLINGS	4982	I11-000533	\$ 81.81
5210-31-556-42370	213065	DANA KEPNER COMPANY INC BILLINGS	4982	I11-000534	\$ 340.00
5210-00-000-21430	213071	DOERR, MARK M R	1679	I11-000711	\$ 27.71
5210-31-555-43430	213074	ENERGY WEST RESOURCES INC	83	I11-000707	\$ 9,735.84

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5210-31-555-42330	213077	FASTENAL COMPANY	7664	I11-000748	\$ 42.03
5210-31-555-42330	213077	FASTENAL COMPANY	7664	I11-000810	\$ 17.57
5210-00-000-21430	213079	FIRST INTERSTATE BANK	1679	I11-000713	\$ 6,961.26
5210-00-000-21430	213082	FORBES, DALE	1679	I11-000756	\$ 120.00
5210-31-556-42290	213085	GENERAL DISTRIBUTING CO	65	I11-000798	\$ 40.60
5210-31-555-42290	213085	GENERAL DISTRIBUTING CO	65	I11-000811	\$ 38.86
5210-31-555-42290	213086	GLACIER STATE ELECTRIC SUPPLY	67	I11-000813	\$ 61.22
5210-00-000-21430	213089	GUILD MORTGAGE COMPANY	1679	I11-000712	\$ 7.26
5210-31-556-42350	213102	JOHNSON MADISON LUMBER INC	9	I11-000801	\$ 11.66
5210-31-555-42290	213104	K-MART	10	I11-000816	\$ 8.99
5210-31-555-42350	213113	MASTERCARD PROCESSING CENTER	8270	I11-000693	\$ 181.77
5210-31-556-42360	213128	MT WATERWORKS	13421	I11-000532	\$ 942.18
5210-31-555-42330	213136	NORTHWEST PIPE FITTINGS INC	142	I11-000475	\$ 36.24
5210-31-556-42350	213136	NORTHWEST PIPE FITTINGS INC	142	I11-000803	\$ 56.10
5210-31-555-43420	213137	NORTHWESTERN ENERGY	82	I11-000502	\$ 6,862.45
5210-31-555-43420	213137	NORTHWESTERN ENERGY	82	I11-000818	\$ 46.41
5210-31-556-43630	213158	SERVICEMASTER ALL PURPOSE CLEANING	2730	I11-000482	\$ 362.25
5210-31-555-42220	213174	THATCHER COMPANY OF MONTANA	2003	I11-000357	\$ 3,378.69
5210-31-555-42410	213179	TOOL BOX INC	2886	I11-000365	\$ 2.25
5210-31-555-43415	213185	VERIZON WIRELESS	10858	I11-000501	\$ 137.41
5210-31-556-43415	213185	VERIZON WIRELESS	10858	I11-000501	\$ 78.49
5210-00-000-21430	213186	VICTOR, KYLE J	1679	I11-000757	\$ 24.17
5210-31-556-43410	213189	WCS TELECOM	11222	I11-000558	\$ 6.63
5210-31-555-42290	213220	BATTERIES PLUS OF GREAT FALLS INC	13522	I11-001123	\$ 95.99
5210-31-555-42290	213221	BEARING SALES INC	37	I11-001122	\$ 32.28
5210-31-555-42380	213244	CLEARWATER TECHNOLOGIES INC	8017	I11-000743	\$ 219.30
5210-31-555-42380	213244	CLEARWATER TECHNOLOGIES INC	8017	I11-001132	\$ -46.20
5210-31-555-42380	213244	CLEARWATER TECHNOLOGIES INC	8017	I11-001133	\$ 53.04
5210-31-555-42380	213244	CLEARWATER TECHNOLOGIES INC	8017	I11-001136	\$ 859.80

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5210-31-556-42360	213259	EMPIRE WEST INC	13527	I11-000556	\$ 198.40
5210-31-553-43590	213260	ENERGY LABORATORIES INC	813	I11-001139	\$ 210.00
5210-31-553-43590	213260	ENERGY LABORATORIES INC	813	I11-001141	\$ 172.00
5210-31-553-43590	213260	ENERGY LABORATORIES INC	813	I11-001143	\$ 82.00
5210-31-553-43590	213260	ENERGY LABORATORIES INC	813	I11-001144	\$ 82.00
5210-31-553-43590	213260	ENERGY LABORATORIES INC	813	I11-001155	\$ 82.00
5210-31-553-43590	213260	ENERGY LABORATORIES INC	813	I11-001156	\$ 82.00
5210-31-553-43590	213260	ENERGY LABORATORIES INC	813	I11-001158	\$ 172.00
5210-31-553-43590	213260	ENERGY LABORATORIES INC	813	I11-001159	\$ 82.00
5210-31-553-43590	213260	ENERGY LABORATORIES INC	813	I11-001161	\$ 612.00
5210-31-553-43590	213260	ENERGY LABORATORIES INC	813	I11-001163	\$ 82.00
5210-31-553-43590	213260	ENERGY LABORATORIES INC	813	I11-001164	\$ 172.00
5210-31-553-43590	213260	ENERGY LABORATORIES INC	813	I11-001165	\$ 82.00
5210-31-553-43590	213260	ENERGY LABORATORIES INC	813	I11-001166	\$ 82.00
5210-31-553-43590	213260	ENERGY LABORATORIES INC	813	I11-001167	\$ 1,212.00
5210-31-553-43590	213260	ENERGY LABORATORIES INC	813	I11-001168	\$ 82.00
5210-31-553-43590	213260	ENERGY LABORATORIES INC	813	I11-001169	\$ 82.00
5210-31-553-43590	213260	ENERGY LABORATORIES INC	813	I11-001170	\$ 172.00
5210-31-553-43590	213260	ENERGY LABORATORIES INC	813	I11-001172	\$ 82.00
5210-31-553-43590	213260	ENERGY LABORATORIES INC	813	I11-001173	\$ 82.00
5210-31-553-43590	213260	ENERGY LABORATORIES INC	813	I11-001174	\$ 82.00
5210-31-553-43590	213260	ENERGY LABORATORIES INC	813	I11-001193	\$ 82.00
5210-31-553-43590	213260	ENERGY LABORATORIES INC	813	I11-001194	\$ 82.00
5210-31-553-43590	213260	ENERGY LABORATORIES INC	813	I11-001195	\$ 82.00
5210-31-553-43590	213260	ENERGY LABORATORIES INC	813	I11-001197	\$ 364.50
5210-31-553-43590	213260	ENERGY LABORATORIES INC	813	I11-001198	\$ 202.00
5210-31-553-43590	213260	ENERGY LABORATORIES INC	813	I11-001200	\$ 82.00
5210-31-553-43590	213260	ENERGY LABORATORIES INC	813	I11-001202	\$ 82.00
5210-31-553-43590	213260	ENERGY LABORATORIES INC	813	I11-001205	\$ 912.00
5210-31-553-43590	213260	ENERGY LABORATORIES INC	813	I11-001206	\$ 132.00

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<b>Account#</b>	<b>Check#</b>	<b>VendorName</b>	<b>Vendor#</b>	<b>Invoice#</b>	<b>Amount</b>
5210-31-553-43590	213260	ENERGY LABORATORIES INC	813	I11-001207	\$ 82.00
5210-31-553-43590	213260	ENERGY LABORATORIES INC	813	I11-001211	\$ 82.00
5210-31-553-43590	213260	ENERGY LABORATORIES INC	813	I11-001215	\$ 87.00
5210-31-553-43590	213260	ENERGY LABORATORIES INC	813	I11-001219	\$ 82.00
5210-31-553-43590	213260	ENERGY LABORATORIES INC	813	I11-001221	\$ 82.00
5210-31-555-42290	213265	FASTENERS INC	62	I11-001124	\$ 126.63
5210-31-555-42380	213269	FLEXI-LINER	4048	I11-000601	\$ 4,115.27
5210-31-555-43590	213286	INDUSTRIAL AUTOMATION CONSULTING IN	6837	I11-001121	\$ 157.50
5210-31-556-42290	213287	INDUSTRIAL TOWEL & COVER SUPPLY CO	104	I11-000799	\$ 30.05
5210-00-000-21430	213302	LASSEY, STEPHEN D	1679	I11-001192	\$ 71.08
5210-31-555-42290	213305	MASTERCARD PROCESSING CENTER	8270	I11-000812	\$ 173.50
5210-31-555-45420	213317	MT DEPT OF ENVIRONMENTAL QUALITY	6565	I11-001127	\$ 3,000.00
5210-00-000-21430	213320	MUNROE, MARK	1679	I11-001191	\$ 63.10
5210-31-555-42290	213323	NATIONAL LAUNDRY	388	I11-000819	\$ 121.11
5210-31-555-42330	213328	NORTHWEST PIPE FITTINGS INC	142	I11-001125	\$ 615.10
5210-31-555-42330	213328	NORTHWEST PIPE FITTINGS INC	142	I11-001126	\$ -600.00
5210-31-555-43420	213329	NORTHWESTERN ENERGY	82	I11-001292	\$ 74.65
5210-31-556-43620	213387	A T KLEMENS INC	84	I11-001380	\$ 300.00
5210-31-555-42290	213388	ACE HARDWARE	4876	I11-001296	\$ 14.99
5210-31-556-42410	213388	ACE HARDWARE	4876	I11-001301	\$ 29.99
5210-31-555-42290	213397	APPLIED INDUSTRIAL TECHNOLOGIES INC	9196	I11-001258	\$ 31.19
5210-31-555-42290	213397	APPLIED INDUSTRIAL TECHNOLOGIES INC	9196	I11-001259	\$ 48.72
5210-31-555-42290	213400	BEARING SALES INC	37	I11-001261	\$ -30.40
5210-31-555-42290	213400	BEARING SALES INC	37	I11-001264	\$ 30.40
5210-31-556-42290	213403	BIG SKY FIRE/AFFIRMED MEDICAL	2129	I11-001297	\$ 46.25
5210-31-555-43690	213411	BUG DOCTOR	10435	I11-001577	\$ 50.00
5210-31-556-43620	213413	CALVERTS OVERHEAD DOOR SERVICE	11134	I11-001268	\$ 139.50
5210-31-555-42330	213421	CONSOLIDATED ELECTRICAL DIST INC	52	I11-001265	\$ 8.39
5210-31-555-42290	213421	CONSOLIDATED ELECTRICAL DIST INC	52	I11-001267	\$ 11.99

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<b>Account#</b>	<b>Check#</b>	<b>VendorName</b>	<b>Vendor#</b>	<b>Invoice#</b>	<b>Amount</b>
5210-31-555-42290	213425	CRESCENT ELECTRIC SUPPLY CO	405	I11-001270	\$ 31.92
5210-31-555-42330	213425	CRESCENT ELECTRIC SUPPLY CO	405	I11-001272	\$ 17.96
5210-31-556-42290	213433	FASTENAL COMPANY	7664	I11-001291	\$ 3.53
5210-31-555-42390	213434	FLEET SUPPLY COMPANY	64	I11-001284	\$ 19.30
5210-31-555-42220	213446	HAWKINS INC WATER	6715	I11-001302	\$ 896.00
5210-31-555-42290	213450	INDUSTRIAL TOWEL & COVER SUPPLY CO	104	I11-001311	\$ 26.92
5210-31-555-43690	213461	KONECRANES INC	11642	I11-001438	\$ 5,340.21
5210-31-553-42290	213467	MASTERCARD PROCESSING CENTER	8270	I11-001308	\$ 68.74
5210-31-555-42290	213471	MIDWAY RENTAL AND POWER EQUIPMENT I	13370	I11-001442	\$ 45.00
5210-31-555-42410	213477	MOSCH ELECTRIC MOTORS INC	118	I11-001443	\$ 146.00
5210-31-555-42330	213477	MOSCH ELECTRIC MOTORS INC	118	I11-001446	\$ 83.40
5210-31-555-43790	213479	MSAWWA/MWEA CONFERENCE	605	I11-001437	\$ 250.00
5210-31-553-43355	213481	MT DEPT OF PUBLIC HEALTH & HUMAN	6874	I11-001280	\$ 200.00
5210-31-556-42360	213489	NORTHWEST PIPE FITTINGS INC	142	I11-001288	\$ 67.48
5210-31-556-42360	213489	NORTHWEST PIPE FITTINGS INC	142	I11-001290	\$ 118.40
5210-31-555-42330	213489	NORTHWEST PIPE FITTINGS INC	142	I11-001447	\$ 8.76
5210-31-555-42330	213489	NORTHWEST PIPE FITTINGS INC	142	I11-001512	\$ -615.10
5210-31-556-42120	213495	PICKWICK'S OFFICE WORKS INC	367	I11-001295	\$ 144.99
5210-31-555-42190	213495	PICKWICK'S OFFICE WORKS INC	367	I11-001449	\$ 88.06
5210-31-555-42190	213495	PICKWICK'S OFFICE WORKS INC	367	I11-001488	\$ -4.26
5210-31-555-42190	213495	PICKWICK'S OFFICE WORKS INC	367	I11-001489	\$ 17.99
5210-31-556-43410	213499	QWEST	81	I11-001379	\$ 92.23
5210-31-555-43410	213499	QWEST	81	I11-001490	\$ 181.10
5210-31-555-42380	213509	SHIP-IT	137	I11-001134	\$ 17.90
5210-31-555-42290	213512	SMITH EQUIPMENT CO	2317	I11-001491	\$ 13.00
5210-31-555-42290	213512	SMITH EQUIPMENT CO	2317	I11-001492	\$ 789.12
5210-31-555-42290	213514	STEEL ETC	9522	I11-001493	\$ 13.20
5210-31-555-42290	213518	SULLIVANS COMPUTERS & ELECTRONICS	39	I11-001494	\$ 7.50
5210-31-555-42330	213518	SULLIVANS COMPUTERS & ELECTRONICS	39	I11-001495	\$ 22.32

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Account#	Check#	VendorName	Vendor#	Invoice#	Amount
5210-31-555-42220	213523	THATCHER COMPANY OF MONTANA	2003	I11-001665	\$ 4,245.45
5210-31-555-42290	213526	TOLAN DISTRIBUTING INC	1872	I11-001498	\$ 457.90
5210-31-555-42290	213526	TOLAN DISTRIBUTING INC	1872	I11-001500	\$ 748.95
5210-31-555-42290	213526	TOLAN DISTRIBUTING INC	1872	I11-001500	\$ 748.95
5210-31-555-42290	213526	TOLAN DISTRIBUTING INC	1872	I11-001500	\$ 748.95
5210-31-555-42290	213527	TOOL BOX INC	2886	I11-001432	\$ 19.50
5210-31-555-42410	213527	TOOL BOX INC	2886	I11-001435	\$ 16.91
5210-31-555-43310	213533	USPS GF	7340	I11-001305	\$ 4,180.71
5210-31-555-43590	213540	WATER RIGHT SOLUTIONS INC	10279	I11-001508	\$ 2,259.03
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2320-71-761-43430	213074	ENERGY WEST RESOURCES INC	83	I11-000707	\$ 449.12
					Fund(5210) Total\$68,141.12
2320-71-761-43420	213550	NORTHWESTERN ENERGY	82	I11-001635	\$ 561.96
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5010-64-654-42330	213027	ACE HARDWARE	4876	I11-000780	\$ 147.92
					Fund(2320) Total\$1,011.08
5010-00-000-15121	213028	ADAMS GOLF LTD	13255	I11-000761	\$ 426.31
5010-64-652-42290	213041	BIG R STORES (CSWW INC)	40	I11-000749	\$ 52.67
5010-64-652-42290	213041	BIG R STORES (CSWW INC)	40	I11-000751	\$ 786.81
5010-64-654-42330	213041	BIG R STORES (CSWW INC)	40	I11-000752	\$ 88.72
5010-64-654-42410	213041	BIG R STORES (CSWW INC)	40	I11-000752	\$ 45.99
5010-64-654-42290	213041	BIG R STORES (CSWW INC)	40	I11-000779	\$ 165.79
5010-64-651-43430	213074	ENERGY WEST RESOURCES INC	83	I11-000707	\$ 100.67
5010-64-652-43430	213074	ENERGY WEST RESOURCES INC	83	I11-000707	\$ 130.93
5010-64-653-43430	213074	ENERGY WEST RESOURCES INC	83	I11-000707	\$ 422.29
5010-16-513-49410	213117	MIDLAND IMPLEMENT COMPANY INC	106	I11-000281	\$ 126.72
5010-16-513-49410	213117	MIDLAND IMPLEMENT COMPANY INC	106	I11-000293	\$ 27,208.00
5010-16-513-49410	213117	MIDLAND IMPLEMENT COMPANY INC	106	I11-000294	\$ 869.50
5010-16-513-49410	213117	MIDLAND IMPLEMENT COMPANY INC	106	I11-000295	\$ 21.78
5010-16-513-49410	213117	MIDLAND IMPLEMENT COMPANY INC	106	I11-000296	\$ -2,500.00
5010-64-654-42330	213117	MIDLAND IMPLEMENT COMPANY INC	106	I11-000343	\$ 435.25
5010-64-652-42330	213126	MOUNTAIN VIEW CO-OP	972	I11-000783	\$ 15.90

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5010-64-652-42330	213144	POWER PRO EQUIPMENT CO	8197	I11-000781	\$ 6.65
5010-64-652-42330	213144	POWER PRO EQUIPMENT CO	8197	I11-000782	\$ 66.30
5010-64-651-42330	213170	STRAY MOOSE PRODUCTIONS	11547	I11-000744	\$ 28.24
5010-64-651-42330	213170	STRAY MOOSE PRODUCTIONS	11547	I11-000744	\$ 276.96
5010-64-651-42330	213170	STRAY MOOSE PRODUCTIONS	11547	I11-000744	\$ 376.50
5010-64-653-42330	213170	STRAY MOOSE PRODUCTIONS	11547	I11-000744	\$ 255.68
5010-64-653-42330	213170	STRAY MOOSE PRODUCTIONS	11547	I11-000744	\$ 894.40
5010-64-652-43415	213185	VERIZON WIRELESS	10858	I11-000637	\$ 45.20
5010-64-654-43415	213185	VERIZON WIRELESS	10858	I11-000637	\$ 46.34
5010-64-653-43415	213185	VERIZON WIRELESS	10858	I11-000637	\$ 36.39
5010-64-653-43415	213185	VERIZON WIRELESS	10858	I11-000637	\$ -9.65
5010-64-651-43415	213185	VERIZON WIRELESS	10858	I11-000637	\$ 36.39
5010-64-651-43415	213185	VERIZON WIRELESS	10858	I11-000637	\$ -9.64
5010-64-653-43415	213185	VERIZON WIRELESS	10858	I11-000637	\$ 32.09
5010-64-652-43620	213233	BUG DOCTOR	10435	I11-001228	\$ 50.00
5010-64-651-43620	213233	BUG DOCTOR	10435	I11-001228	\$ 35.00
5010-00-000-15121	213245	CLEVELAND GOLF	13020	I11-001249	\$ 274.50
5010-00-000-15121	213245	CLEVELAND GOLF	13020	I11-001252	\$ 1,534.70
5010-00-000-15121	213245	CLEVELAND GOLF	13020	I11-001262	\$ 134.70
5010-64-651-42330	213268	FLEET SUPPLY COMPANY	64	I11-001151	\$ 28.28
5010-00-000-15121	213326	NIKE USA INC	12676	I11-000653	\$ -518.00
5010-00-000-15121	213326	NIKE USA INC	12676	I11-000654	\$ -156.00
5010-00-000-15121	213326	NIKE USA INC	12676	I11-000921	\$ 78.00
5010-00-000-15121	213326	NIKE USA INC	12676	I11-000953	\$ 99.00
5010-00-000-15121	213326	NIKE USA INC	12676	I11-000954	\$ 97.81
5010-00-000-15121	213326	NIKE USA INC	12676	I11-000955	\$ 453.60
5010-00-000-15121	213326	NIKE USA INC	12676	I11-001239	\$ 461.62
5010-00-000-15121	213326	NIKE USA INC	12676	I11-001240	\$ 698.78
5010-00-000-15121	213326	NIKE USA INC	12676	I11-001243	\$ 110.00
5010-64-654-43420	213329	NORTHWESTERN ENERGY	82	I11-001292	\$ 9.67



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5010-64-652-43415	213334	PETTY CASH/STEIN CINDY	6172	I11-000788	\$ 44.75
5010-64-652-42330	213342	R & R PRODUCTS INC	732	I11-000146	\$ 212.95
5010-64-653-42350	213384	A T KLEMENS INC	84	I11-001345	\$ 4,163.94
5010-64-653-42350	213388	ACE HARDWARE	4876	I11-001542	\$ 4.99
5010-64-651-43510	213389	ALARM SERVICE INC	177	I11-001536	\$ 50.00
5010-00-000-15121	213420	CLEVELAND GOLF	13020	I11-001386	\$ 115.86
5010-64-651-43810	213423	CRAMER CAOQUETTE CONNIE REIMBURSEMEN	150	I11-000972	\$ 31.85
5010-64-653-43810	213423	CRAMER CAOQUETTE CONNIE REIMBURSEMEN	150	I11-000972	\$ 31.84
5010-64-653-42350	213482	MT DEPT OF REVENUE 1% WITHHOLDING	136	I11-001348	\$ 42.06
5010-64-651-43410	213499	QWEST	81	I11-001544	\$ 192.86
5010-64-653-43410	213499	QWEST	81	I11-001545	\$ 222.47
5010-00-000-15121	213519	SUN MOUNTAIN	11790	I11-001400	\$ 3,081.48
5010-64-652-43420	213550	NORTHWESTERN ENERGY	82	I11-001635	\$ 7.10
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2525-10-211-47850	213277	GREAT FALLS BUSINESS	502	Fund(5010) Total I11-000956	\$42,220.91 \$ 5,068.27
2525-10-061-47850	213279	GREAT FALLS TOURISM BUSINESS IMPROV	13342	I11-000958	\$ 999.85
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2398-71-727-42290	213113	MASTERCARD PROCESSING CENTER	8270	Fund(2525) Total I11-000242	\$6,068.12 \$ 75.00
2398-71-727-43630	213172	SUPERIOR BUSINESS EQUIPMENT CO INC	6345	I11-000470	\$ 17.99
2398-71-727-42290	213467	MASTERCARD PROCESSING CENTER	8270	I11-001597	\$ 155.49
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2520-31-536-42290	213027	ACE HARDWARE	4876	Fund(2398) Total I11-000821	\$248.48 \$ 13.99
2520-31-536-42420	213030	ADVANCED TRAFFIC PRODUCTS INC	6008	I11-000824	\$ 1,881.25
2520-31-531-42290	213041	BIG R STORES (CSWW INC)	40	I11-000607	\$ 16.14
2520-31-536-42420	213060	CONSOLIDATED ELECTRICAL DIST INC	52	I11-000589	\$ 21.30
2520-31-531-42390	213069	DICKMAN EXCAVATION	870	I11-000614	\$ 1,276.63
2520-31-531-42390	213069	DICKMAN EXCAVATION	870	I11-000618	\$ 1,677.38
2520-31-531-42390	213069	DICKMAN EXCAVATION	870	I11-000619	\$ 1,766.63

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2520-31-531-42390	213069	DICKMAN EXCAVATION	870	I11-000621	\$ 2,332.89
2520-31-531-42390	213069	DICKMAN EXCAVATION	870	I11-000622	\$ 1,057.88
2520-31-531-42390	213069	DICKMAN EXCAVATION	870	I11-000624	\$ 2,360.40
2520-31-536-42290	213080	FLEET SUPPLY COMPANY	64	I11-000822	\$ 17.15
2520-31-531-49320	213081	FONTANA, LOUIS	13530	I11-000667	\$ 1,650.00
2520-31-531-42390	213106	KNIFE RIVER	13116	I11-000645	\$ 8,969.80
2520-31-531-42290	213118	MODERN MACHINERY CO INC	1618	I11-000604	\$ 163.00
2520-31-531-49310	213127	MT DEPT OF REVENUE 1% WITHHOLDING	136	I11-000494	\$ 51.07
2520-31-531-49220	213127	MT DEPT OF REVENUE 1% WITHHOLDING	136	I11-000596	\$ 450.00
2520-31-531-43630	213133	NATIONAL LAUNDRY	388	I11-000635	\$ 18.60
2520-31-536-42420	213135	NEWMAN SIGNS INC	2968	I11-000500	\$ 697.80
2520-31-536-43620	213136	NORTHWEST PIPE FITTINGS INC	142	I11-000673	\$ 3.02
2520-31-531-43620	213136	NORTHWEST PIPE FITTINGS INC	142	I11-000673	\$ 3.02
2520-31-536-43620	213136	NORTHWEST PIPE FITTINGS INC	142	I11-000705	\$ 16.76
2520-31-531-43620	213136	NORTHWEST PIPE FITTINGS INC	142	I11-000705	\$ 16.76
2520-31-536-43420	213137	NORTHWESTERN ENERGY	82	I11-000818	\$ 30.21
2520-31-536-42190	213142	PICKWICK'S OFFICE WORKS INC	367	I11-000605	\$ 1.99
2520-31-531-42190	213142	PICKWICK'S OFFICE WORKS INC	367	I11-000605	\$ 1.99
2520-31-536-42190	213142	PICKWICK'S OFFICE WORKS INC	367	I11-000606	\$ 1.66
2520-31-531-42190	213142	PICKWICK'S OFFICE WORKS INC	367	I11-000606	\$ 1.67
2520-31-536-42190	213142	PICKWICK'S OFFICE WORKS INC	367	I11-000608	\$ 47.16
2520-31-531-42190	213142	PICKWICK'S OFFICE WORKS INC	367	I11-000608	\$ 47.17
2520-31-536-42190	213142	PICKWICK'S OFFICE WORKS INC	367	I11-000609	\$ 1.42
2520-31-531-42190	213142	PICKWICK'S OFFICE WORKS INC	367	I11-000609	\$ 1.43
2520-31-536-42190	213142	PICKWICK'S OFFICE WORKS INC	367	I11-000610	\$ 1.62
2520-31-531-42190	213142	PICKWICK'S OFFICE WORKS INC	367	I11-000610	\$ 1.63
2520-31-536-42190	213142	PICKWICK'S OFFICE WORKS INC	367	I11-000611	\$ 10.62
2520-31-531-42190	213142	PICKWICK'S OFFICE WORKS INC	367	I11-000611	\$ 10.63
2520-31-531-42290	213145	PROBUILD	25	I11-000807	\$ 6.98
2520-31-531-43410	213147	QWEST	81	I11-000636	\$ 101.82

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2520-31-536-43630	213158	SERVICEMASTER ALL PURPOSE CLEANING	2730	I11-000482	\$ 68.00
2520-31-531-43630	213158	SERVICEMASTER ALL PURPOSE CLEANING	2730	I11-000482	\$ 374.00
2520-31-531-49220	213162	SLETTEN CONSTRUCTION COMPANY	149	I11-000594	\$ 44,550.00
2520-31-531-42390	213163	SMITH EQUIPMENT CO	2317	I11-000101	\$ 22,000.00
2520-31-536-43620	213171	STROBELS RENTALS INC	32	I11-000612	\$ 3.12
2520-31-531-43620	213171	STROBELS RENTALS INC	32	I11-000612	\$ 3.13
2520-31-531-43415	213185	VERIZON WIRELESS	10858	I11-000501	\$ 192.54
2520-31-536-43415	213185	VERIZON WIRELESS	10858	I11-000501	\$ 125.50
2520-31-531-43410	213189	WCS TELECOM	11222	I11-000558	\$ 7.92
2520-31-536-43410	213189	WCS TELECOM	11222	I11-000558	\$ 21.18
2520-31-536-49410	213190	WESTERN SYSTEMS INC	12526	I11-000593	\$ 44,100.00
2520-31-536-49410	213190	WESTERN SYSTEMS INC	12526	I11-000593	\$ 4,500.00
2520-31-536-49410	213190	WESTERN SYSTEMS INC	12526	I11-000593	\$ 1,260.00
2520-31-536-49410	213190	WESTERN SYSTEMS INC	12526	I11-000593	\$ 0.00
2520-31-536-42290	213226	BIG SKY FIRE/AFFIRMED MEDICAL	2129	I11-000891	\$ 2.61
2520-31-531-42290	213226	BIG SKY FIRE/AFFIRMED MEDICAL	2129	I11-000891	\$ 2.60
2520-31-531-42290	213226	BIG SKY FIRE/AFFIRMED MEDICAL	2129	I11-000897	\$ 9.48
2520-31-531-42190	213240	CASCADE COUNTY PRINT SHOP	8479	I11-000875	\$ 125.00
2520-31-536-42290	213278	GREAT FALLS PAPER & SUPPLY CO	549	I11-000613	\$ 5.13
2520-31-531-42290	213278	GREAT FALLS PAPER & SUPPLY CO	549	I11-000613	\$ 5.14
2520-31-536-42290	213278	GREAT FALLS PAPER & SUPPLY CO	549	I11-000617	\$ 5.90
2520-31-531-42290	213278	GREAT FALLS PAPER & SUPPLY CO	549	I11-000617	\$ 5.91
2520-31-531-43735	213283	HOWARDS PIZZA INC	7269	I11-000890	\$ 10.50
2520-31-531-43890	213313	Montana Operating Engineers & AGC Trng Program	12649	I11-000823	\$ 50.00
2520-31-536-42410	213328	NORTHWEST PIPE FITTINGS INC	142	I11-001230	\$ 10.86
2520-31-536-43420	213329	NORTHWESTERN ENERGY	82	I11-001292	\$ 342.23
2520-31-536-42190	213335	PICKWICK'S OFFICE WORKS INC	367	I11-000702	\$ 8.42
2520-31-531-42190	213335	PICKWICK'S OFFICE WORKS INC	367	I11-000702	\$ 22.92

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<b>Account#</b>	<b>Check#</b>	<b>VendorName</b>	<b>Vendor#</b>	<b>Invoice#</b>	<b>Amount</b>
2520-31-536-42190	213335	PICKWICK'S OFFICE WORKS INC	367	I11-000873	\$ 21.17
2520-31-531-42190	213335	PICKWICK'S OFFICE WORKS INC	367	I11-000873	\$ 21.18
2520-31-536-42410	213338	POWER PRO EQUIPMENT CO	8197	I11-001142	\$ 251.65
2520-31-531-43410	213340	QWEST	81	I11-001153	\$ 56.72
2520-31-531-42190	213378	WARDEN PAPER CO	1922	I11-000874	\$ 61.58
2520-31-531-42290	213401	BIG R STORES (CSWW INC)	40	I11-001333	\$ 37.96
2520-31-531-42290	213401	BIG R STORES (CSWW INC)	40	I11-001336	\$ 90.77
2520-31-531-43690	213411	BUG DOCTOR	10435	I11-001577	\$ 11.25
2520-31-536-43590	213411	BUG DOCTOR	10435	I11-001577	\$ 11.25
2520-31-531-42390	213424	CRAPO LTD	8694	I11-001287	\$ 4,215.86
2520-31-531-42290	213434	FLEET SUPPLY COMPANY	64	I11-001285	\$ 12.93
2520-31-536-42290	213441	GREAT FALLS PAPER & SUPPLY CO	549	I11-001674	\$ 18.55
2520-31-531-42290	213441	GREAT FALLS PAPER & SUPPLY CO	549	I11-001674	\$ 18.56
2520-31-536-42290	213450	INDUSTRIAL TOWEL & COVER SUPPLY CO	104	I11-001279	\$ 12.19
2520-31-531-43630	213486	NATIONAL LAUNDRY	388	I11-001274	\$ 18.60
2520-31-536-42420	213488	NORMONT EQUIPMENT CO	15	I11-001289	\$ 203.80
2520-31-531-42290	213494	PACIFIC STEEL	22	I11-001281	\$ 50.18
2520-31-536-42190	213495	PICKWICK'S OFFICE WORKS INC	367	I11-001673	\$ 1.46
2520-31-531-42190	213495	PICKWICK'S OFFICE WORKS INC	367	I11-001673	\$ 1.47
2520-31-531-43410	213499	QWEST	81	I11-001379	\$ 13.51
2520-31-536-43410	213499	QWEST	81	I11-001675	\$ 46.22
2520-31-536-42410	213527	TOOL BOX INC	2886	I11-001115	\$ 23.10
2520-31-536-42410	213527	TOOL BOX INC	2886	I11-001620	\$ 12.95
2520-31-531-42390	213532	UNITED MATERIALS OF GREAT FALLS INC	121	I11-001338	\$ 49.87
2520-31-531-42390	213532	UNITED MATERIALS OF GREAT FALLS INC	121	I11-001625	\$ 52.49
2520-31-536-42420	213542	WESTERN SIGN	2645	I11-001676	\$ 60.00
2520-31-536-49410	213543	WESTERN SYSTEMS INC	12526	I11-001600	\$ 0.00
2520-31-536-49410	213543	WESTERN SYSTEMS INC	12526	I11-001600	\$ 0.00
2520-31-536-49410	213543	WESTERN SYSTEMS INC	12526	I11-001600	\$ 0.00
2520-31-536-49410	213543	WESTERN SYSTEMS INC	12526	I11-001600	\$ 1,350.00

# City of Great Falls

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Account#	Check#	VendorName	Vendor#	Invoice#	Amount
2520-31-531-43420	213550	NORTHWESTERN ENERGY	82	I11-001635	\$ 399.74
2520-31-531-43420	213550	NORTHWESTERN ENERGY	82	I11-001656	\$ 65.40
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2442-10-051-43420	213490	NORTHWESTERN ENERGY	82	I11-001470	\$ 27.75
					Fund(2520) Total\$149,731.97
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6070-31-521-49310	213025	A T KLEMENS INC	84	I11-000814	\$ 150.00
					Fund(2442) Total\$27.75
6070-31-521-42190	213026	A TO Z LOCK & KEY	1849	I11-000745	\$ 20.25
6070-31-521-42190	213027	ACE HARDWARE	4876	I11-000548	\$ 32.45
6070-31-521-42290	213044	BLENDS COPY SHOP INC	43	I11-000675	\$ 21.05
6070-31-521-49310	213064	CTA ARCHITECTS ENGINEERS GF	8610	I11-000529	\$ 771.90
6070-31-521-42120	213113	MASTERCARD PROCESSING CENTER	8270	I11-000809	\$ 138.99
6070-31-521-49310	213119	MODERNE CABINET SHOP	112	I11-000820	\$ 540.00
6070-31-521-49310	213125	MOUNTAIN CHIME TELEPHONE INC	1065	I11-000678	\$ 291.25
6070-31-521-49310	213125	MOUNTAIN CHIME TELEPHONE INC	1065	I11-000681	\$ 267.40
6070-31-521-49310	213127	MT DEPT OF REVENUE 1% WITHHOLDING	136	I11-000596	\$ 810.80
6070-31-521-43630	213136	NORTHWEST PIPE FITTINGS INC	142	I11-000673	\$ 6.04
6070-31-521-43630	213136	NORTHWEST PIPE FITTINGS INC	142	I11-000705	\$ 33.51
6070-31-521-42190	213142	PICKWICK'S OFFICE WORKS INC	367	I11-000551	\$ 3,048.00
6070-31-521-42190	213142	PICKWICK'S OFFICE WORKS INC	367	I11-000611	\$ 21.25
6070-31-521-42190	213142	PICKWICK'S OFFICE WORKS INC	367	I11-000672	\$ 5.47
6070-31-521-42190	213142	PICKWICK'S OFFICE WORKS INC	367	I11-000674	\$ 12.98
6070-31-521-42190	213156	SELBYS ESSCO	707	I11-000706	\$ 3,325.50
6070-31-521-43630	213158	SERVICEMASTER ALL PURPOSE CLEANING	2730	I11-000482	\$ 578.00
6070-31-521-49310	213162	SLETTEN CONSTRUCTION COMPANY	149	I11-000594	\$ 80,269.14
6070-31-521-43630	213171	STROBELS RENTALS INC	32	I11-000612	\$ 6.25
6070-31-521-43415	213185	VERIZON WIRELESS	10858	I11-000501	\$ 249.36
6070-31-521-43410	213189	WCS TELECOM	11222	I11-000558	\$ 0.00
6070-31-521-43410	213189	WCS TELECOM	11222	I11-000558	\$ 19.74
6070-31-521-42290	213226	BIG SKY FIRE/AFFIRMED MEDICAL	2129	I11-000891	\$ 5.21

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Account#	Check#	VendorName	Vendor#	Invoice#	Amount
6070-31-521-42190	213248	CULLIGAN WATER CONDITIONING	2193	I11-000550	\$ 43.50
6070-31-521-42290	213278	GREAT FALLS PAPER & SUPPLY CO	549	I11-000613	\$ 10.26
6070-31-521-42290	213278	GREAT FALLS PAPER & SUPPLY CO	549	I11-000617	\$ 11.81
6070-31-521-42290	213323	NATIONAL LAUNDRY	388	I11-001011	\$ 12.75
6070-31-521-42190	213335	PICKWICK'S OFFICE WORKS INC	367	I11-000702	\$ 11.25
6070-31-521-42190	213335	PICKWICK'S OFFICE WORKS INC	367	I11-000808	\$ 30.49
6070-31-521-42190	213388	ACE HARDWARE	4876	I11-001535	\$ 6.32
6070-31-521-42190	213406	BLENDS COPY SHOP INC	43	I11-001332	\$ 17.45
6070-31-521-49310	213408	BRENNAN HEATING & COOLING	2511	I11-001298	\$ 1,450.00
6070-31-521-43590	213411	BUG DOCTOR	10435	I11-001577	\$ 22.50
6070-31-521-42290	213441	GREAT FALLS PAPER & SUPPLY CO	549	I11-001674	\$ 37.11
6070-31-521-42190	213489	NORTHWEST PIPE FITTINGS INC	142	I11-001334	\$ 2.30
6070-31-521-42190	213495	PICKWICK'S OFFICE WORKS INC	367	I11-001331	\$ 11.04
6070-31-521-43930	213498	QAL TEK ASSOCIATES	10118	I11-001533	\$ 731.80
6070-31-521-43930	213498	QAL TEK ASSOCIATES	10118	I11-001557	\$ 499.00
6070-31-521-43930	213498	QAL TEK ASSOCIATES	10118	I11-001558	\$ 324.00
6070-31-521-43930	213498	QAL TEK ASSOCIATES	10118	I11-001560	\$ 25.00
					-----
				Fund(6070) Total	\$93,871.12
2394-71-728-42290	213113	MASTERCARD PROCESSING CENTER	8270	I11-000242	\$ 188.71
2394-71-728-42290	213142	PICKWICK'S OFFICE WORKS INC	367	I11-000469	\$ 16.42
2394-71-728-43630	213172	SUPERIOR BUSINESS EQUIPMENT CO INC	6345	I11-000470	\$ 17.99
2394-71-728-43415	213185	VERIZON WIRELESS	10858	I11-000787	\$ 209.59
2394-71-728-43415	213185	VERIZON WIRELESS	10858	I11-000789	\$ 351.26
2394-71-728-42290	213240	CASCADE COUNTY PRINT SHOP	8479	I11-000916	\$ 8.00
2394-71-728-43790	213305	MASTERCARD PROCESSING CENTER	8270	I11-001223	\$ 60.00
2394-71-728-43390	213312	MONTANA INTERACTIVE LLC	12485	I11-000915	\$ 106.50
2394-71-728-42290	213467	MASTERCARD PROCESSING CENTER	8270	I11-001226	\$ 22.14
2394-71-728-42290	213467	MASTERCARD PROCESSING CENTER	8270	I11-001316	\$ 30.97
2394-71-728-42290	213467	MASTERCARD PROCESSING CENTER	8270	I11-001317	\$ 10.98
2394-71-728-42290	213467	MASTERCARD PROCESSING CENTER	8270	I11-001318	\$ 6.59

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Account#	Check#	VendorName	Vendor#	Invoice#	Amount
2394-71-728-43390	213467	MASTERCARD PROCESSING CENTER	8270	I11-001595	\$ 179.50
2394-71-728-42290	213467	MASTERCARD PROCESSING CENTER	8270	I11-001597	\$ 182.07
2394-71-728-43390	213473	Montana Electrical Joint Apprenticeship Tr Council	12726	I11-001592	\$ 248.00
2394-71-728-43390	213474	Montana Electrical Joint Apprenticeship Tr Council	12726	I11-001593	\$ 62.00
					-----
6075-31-511-43430	213074	ENERGY WEST RESOURCES INC	83	I11-000707	\$ 7,391.05
					Fund(2394) Total\$1,700.72
6075-31-511-43420	213137	NORTHWESTERN ENERGY	82	I11-000502	\$ 1,073.68
6075-31-511-42190	213138	OREILLY AUTO PARTS	12052	I11-000669	\$ 24.99
6075-31-511-43590	213157	SELSTAD'S LAWNRANGER SPRAY SERVICE	932	I11-000591	\$ 1,170.04
6075-31-511-43415	213185	VERIZON WIRELESS	10858	I11-000501	\$ 77.52
6075-31-511-43410	213189	WCS TELECOM	11222	I11-000558	\$ 21.26
6075-31-511-42190	213403	BIG SKY FIRE/AFFIRMED MEDICAL	2129	I11-001297	\$ 106.75
6075-31-511-43590	213458	KENCO ENTERPRISES INC	7497	I11-001381	\$ 29.00
6075-31-511-43590	213458	KENCO ENTERPRISES INC	7497	I11-001382	\$ 29.00
6075-31-511-43590	213458	KENCO ENTERPRISES INC	7497	I11-001383	\$ 29.00
6075-31-511-43410	213499	QWEST	81	I11-001263	\$ 43.22
6075-31-511-43410	213499	QWEST	81	I11-001379	\$ 128.53
6075-31-511-43790	213501	REARDEN JIM	380	I11-001514	\$ 105.80
6075-31-511-43420	213550	NORTHWESTERN ENERGY	82	I11-001635	\$ 370.32
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5720-21-313-43430	213074	ENERGY WEST RESOURCES INC	83	I11-000707	\$ 220.75
					Fund(6075) Total\$10,600.16
5720-21-313-43790	213096	HOLLAND, KRISTIAN	13524	I11-000493	\$ 42.00
5720-21-313-43420	213137	NORTHWESTERN ENERGY	82	I11-000502	\$ 147.47
5720-21-313-43417	213147	QWEST	81	I11-000200	\$ 5,827.45
5720-21-313-43790	213251	DAVIDSON TRAVEL INC	4813	I11-001218	\$ 486.80
5720-21-313-43790	213251	DAVIDSON TRAVEL INC	4813	I11-001220	\$ 486.80
5720-21-313-43590	213316	MT DEPT OF ADMINISTRATION INFO	6100	I11-000826	\$ 177.00
5720-21-313-43810	213325	NEW WORLD SYSTEMS CORPORATION	7183	I11-001051	\$ 1,526.42

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Account#	Check#	VendorName	Vendor#	Invoice#	Amount
5720-21-313-43810	213325	NEW WORLD SYSTEMS CORPORATION	7183	I11-001052	\$ 1,526.42
5720-21-313-42190	213335	PICKWICK'S OFFICE WORKS INC	367	I11-001041	\$ 49.99
5720-21-313-43417	213340	QWEST	81	I11-000919	\$ 292.47
5720-21-313-43417	213340	QWEST	81	I11-000932	\$ 91.30
5720-21-313-43417	213340	QWEST	81	I11-000935	\$ 94.95
5720-21-313-43417	213340	QWEST	81	I11-000937	\$ 45.66
5720-21-313-43417	213340	QWEST	81	I11-000938	\$ 119.32
5720-21-313-43417	213340	QWEST	81	I11-000939	\$ 119.32
5720-21-313-43417	213340	QWEST	81	I11-000940	\$ 119.32
5720-21-313-43417	213340	QWEST	81	I11-000941	\$ 119.32
5720-21-313-43417	213340	QWEST	81	I11-000943	\$ 45.66
5720-21-313-43417	213340	QWEST	81	I11-000944	\$ 45.66
5720-21-313-43417	213340	QWEST	81	I11-000946	\$ 28.60
5720-21-313-43417	213340	QWEST	81	I11-000948	\$ 155.65
5720-21-313-42290	213495	PICKWICK'S OFFICE WORKS INC	367	I11-001530	\$ 59.30
5720-21-313-43417	213499	QWEST	81	I11-001362	\$ 5,832.02
5720-21-313-43417	213499	QWEST	81	I11-001414	\$ 43.22
5720-21-313-43417	213499	QWEST	81	I11-001417	\$ 86.44
5720-21-313-43417	213499	QWEST	81	I11-001418	\$ 31.60
5720-21-313-43417	213499	QWEST	81	I11-001419	\$ 51.91
5720-21-313-43420	213550	NORTHWESTERN ENERGY	82	I11-001635	\$ 2.05
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				Fund(5720) Total	\$17,874.87
5725-71-725-42190	213113	MASTERCARD PROCESSING CENTER	8270	I11-000242	\$ 75.00
5725-71-725-43420	213137	NORTHWESTERN ENERGY	82	I11-000502	\$ 637.46
5725-71-725-43630	213172	SUPERIOR BUSINESS EQUIPMENT CO INC	6345	I11-000470	\$ 17.99
5725-71-725-42290	213278	GREAT FALLS PAPER & SUPPLY CO	549	I11-000872	\$ 121.30
5725-71-725-43590	213298	KONE INC	8920	I11-001150	\$ 658.02
5725-71-725-43590	213303	LIGGETT CONSTRUCTION	3764	I11-000926	\$ 4,290.00
5725-71-725-42290	213315	MOUNTAIN VIEW CO-OP	972	I11-000902	\$ 53.85
5725-71-725-43590	213319	MT MOTOR VEHICLE DIVISION	12397	I11-000907	\$ 41.20



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Account#	Check#	VendorName	Vendor#	Invoice#	Amount
5725-71-725-43420	213329	NORTHWESTERN ENERGY	82	I11-001292	\$ 106.31
5725-71-725-43410	213340	QWEST	81	I11-000898	\$ 47.53
5725-71-725-43590	213396	APCOA/STANDARD PARKING	374	I11-001266	\$ 25,339.82
5725-71-725-43210	213452	INNOVATIVE POSTAL SERVICE INC	7796	I11-001303	\$ 232.65
5725-71-725-42190	213467	MASTERCARD PROCESSING CENTER	8270	I11-001597	\$ 155.50
5725-71-725-43410	213499	QWEST	81	I11-001615	\$ 47.53
5725-71-725-43420	213550	NORTHWESTERN ENERGY	82	I11-001635	\$ 31.17
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5730-64-662-43590	213056	CHILDS WORLD (A)	13533	Fund(5725) Total I11-000786	\$31,855.33 \$ 1,200.00
5730-64-642-47420	213062	CORPORATE IMAGES INC	12509	I11-000896	\$ 39.93
5730-64-662-43430	213074	ENERGY WEST RESOURCES INC	83	I11-000707	\$ 1,287.43
5730-64-662-42330	213078	FERGUSON ENTERPRISES INC #3201	8915	I11-000700	\$ 23.95
5730-64-662-43420	213137	NORTHWESTERN ENERGY	82	I11-000502	\$ 537.13
5730-64-662-42190	213154	SAMS CLUB	4909	I11-000503	\$ 43.07
5730-64-662-42290	213154	SAMS CLUB	4909	I11-000503	\$ 29.96
5730-64-662-43415	213185	VERIZON WIRELESS	10858	I11-000637	\$ 46.12
5730-64-662-43590	213213	ALARM SERVICE INC	177	I11-001119	\$ 190.00
5730-64-662-43590	213233	BUG DOCTOR	10435	I11-001228	\$ 30.00
5730-64-662-42230	213304	MASCO JANITORIAL SUPPLY	198	I11-000949	\$ 128.69
5730-64-662-42230	213304	MASCO JANITORIAL SUPPLY	198	I11-001269	\$ 12.12
5730-64-662-42290	213305	MASTERCARD PROCESSING CENTER	8270	I11-001022	\$ 100.00
5730-64-662-42230	213323	NATIONAL LAUNDRY	388	I11-000947	\$ 29.74
5730-64-662-42350	213328	NORTHWEST PIPE FITTINGS INC	142	I11-000929	\$ 8.63
5730-64-661-43420	213329	NORTHWESTERN ENERGY	82	I11-001292	\$ 2.86
5730-64-662-42290	213334	PETTY CASH/STEIN CINDY	6172	I11-000788	\$ 153.92
5730-64-662-43410	213340	QWEST	81	I11-000950	\$ 129.36
5730-64-662-42190	213378	WARDEN PAPER CO	1922	I11-000942	\$ 109.50
5730-64-662-43590	213389	ALARM SERVICE INC	177	I11-001528	\$ 50.00
5730-64-661-43590	213440	GRASSMAN BLAINE ALAN	13498	I11-001423	\$ 23.00
5730-64-661-43590	213445	HALL DAVID R	13501	I11-001421	\$ 63.00

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Account#	Check#	VendorName	Vendor#	Invoice#	Amount
5730-64-661-43590	213454	JANIKULA STEFFEN	11351	I11-001407	\$ 198.00
5730-64-661-43590	213455	JORDAN RYAN	8234	I11-001395	\$ 918.00
5730-64-661-43590	213463	LEHMAN MARK A	10567	I11-001422	\$ 220.00
5730-64-661-43590	213465	MADDOX KEN	2570	I11-001391	\$ 540.00
5730-64-662-42330	213467	MASTERCARD PROCESSING CENTER	8270	I11-001440	\$ 21.96
5730-64-662-42290	213467	MASTERCARD PROCESSING CENTER	8270	I11-001445	\$ 51.96
5730-64-662-42190	213467	MASTERCARD PROCESSING CENTER	8270	I11-001452	\$ 64.96
5730-64-662-42230	213469	MID-AMERICAN RESEARCH CHEMICAL CORP	8366	I11-001473	\$ 82.00
5730-64-662-42230	213486	NATIONAL LAUNDRY	388	I11-001385	\$ 126.91
5730-64-662-42230	213486	NATIONAL LAUNDRY	388	I11-001387	\$ 18.35
5730-64-662-43620	213489	NORTHWEST PIPE FITTINGS INC	142	I11-001384	\$ 11.67
5730-64-661-43590	213492	ORSUA RAYMOND	13357	I11-001398	\$ 484.00
5730-64-661-43590	213493	OSTERMAN CRAIG	10111	I11-001420	\$ 240.00
5730-64-662-42190	213495	PICKWICK'S OFFICE WORKS INC	367	I11-001454	\$ 62.44
5730-64-661-43590	213496	PORTER GERALD	8223	I11-001389	\$ 357.00
5730-64-662-42350	213507	SAMS CLUB	4909	I11-001453	\$ 99.64
5730-64-662-42230	213507	SAMS CLUB	4909	I11-001453	\$ 55.90
5730-64-661-43590	213508	SCHROEDER SHAWN	12059	I11-001392	\$ 500.00
5730-64-662-42290	213510	SHOPKO PROPERTIES LLC	30	I11-001559	\$ 23.98
5730-64-662-42290	213510	SHOPKO PROPERTIES LLC	30	I11-001561	\$ 130.58
5730-64-661-43590	213515	STERLING WILLIAM	13168	I11-001390	\$ 506.00
5730-64-661-43590	213545	WHITAKER JOE	9258	I11-001405	\$ 210.00
5730-64-662-43420	213550	NORTHWESTERN ENERGY	82	I11-001635	\$ 28.73
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7910-00-000-20902	0	1ST INTERSTATE BANK	5320	I11-001098	\$ 79,245.04
7910-00-000-20905	0	1ST INTERSTATE BANK	5320	I11-001099	\$ 77,571.60
7910-00-000-20943	0	BENEVOLENT FUND	4301	I11-001096	\$ 930.00
7910-00-000-20908	0	FIREFIGHTER RETIREMENT SYS	4271	I11-001091	\$ 43,705.07
7910-00-000-20944	0	ICMA RETIREMENT TRUST-457	4245	I11-001075	\$ 11,675.97
7910-00-000-20952	0	MT DEPT OF LABOR & INDUSTRY	4246	I11-000228	\$ 3,638.75
				Fund(5730) Total	\$9,190.49

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Account#	Check#	VendorName	Vendor#	Invoice#	Amount
		UNEMPLO			
7910-00-000-20952	0	MT DEPT OF LABOR & INDUSTRY UNEMPLO	4246	I11-000253	\$ 3,944.86
7910-00-000-20952	0	MT DEPT OF LABOR & INDUSTRY UNEMPLO	4246	I11-000254	\$ 3,799.51
7910-00-000-20952	0	MT DEPT OF LABOR & INDUSTRY UNEMPLO	4246	I11-000255	\$ 3,779.27
7910-00-000-20952	0	MT DEPT OF LABOR & INDUSTRY UNEMPLO	4246	I11-000256	\$ 3,689.07
7910-00-000-20952	0	MT DEPT OF LABOR & INDUSTRY UNEMPLO	4246	I11-001076	\$ 3,747.90
7910-00-000-20945	0	NATIONWIDE RETIREMENT SOLUTIONS	13276	I11-001106	\$ 3,168.47
7910-00-000-20907	0	PUBLIC EMPLOYEE RETIREMENT SYS	4273	I11-001093	\$ 89,847.75
7910-00-000-20906	0	STATEWIDE POLICE RESERVE FUND	4272	I11-001092	\$ 54,396.75
7910-00-000-10100	0	CITY OF GREAT FALLS HEALTH	5319	I11-001097	\$ -194,687.50
7910-00-000-20947	0	CITY OF GREAT FALLS HEALTH	5319	I11-001097	\$ 194,687.50
7910-00-000-20953	213197	AFLAC	6735	I11-001100	\$ 4,828.58
7910-00-000-20955	213197	AFLAC	6735	I11-001101	\$ 5,762.58
7910-00-000-20958	213197	AFLAC	6735	I11-001102	\$ 375.34
7910-00-000-20959	213197	AFLAC	6735	I11-001103	\$ 1,144.17
7910-00-000-20941	213198	IAFF LOCAL #8 INT'L ASSOC FIRE FIG	4299	I11-001094	\$ 1,830.00
7910-00-000-20933	213199	LIUNA LOCAL 1686	4242	I11-001073	\$ 2,245.50
7910-00-000-20939	213200	MONTANA PUBLIC EMPLOYEES ASSOC	4261	I11-001087	\$ 1,564.00
7910-00-000-20908	213201	MONTANA STATE FIREMAN'S ASSOC	4252	I11-000209	\$ 1,484.37
7910-00-000-20908	213201	MONTANA STATE FIREMAN'S ASSOC	4252	I11-001081	\$ 1,489.59
7910-00-000-20946	213202	MT MUNICIPAL INTERLOCAL AUTHORITY W	4238	I11-000226	\$ 31,348.23
7910-00-000-20946	213202	MT MUNICIPAL INTERLOCAL AUTHORITY W	4238	I11-000248	\$ 35,154.90
7910-00-000-20946	213202	MT MUNICIPAL INTERLOCAL AUTHORITY W	4238	I11-000249	\$ 33,361.52
7910-00-000-20946	213202	MT MUNICIPAL INTERLOCAL AUTHORITY W	4238	I11-000250	\$ 33,079.76
7910-00-000-20946	213202	MT MUNICIPAL INTERLOCAL AUTHORITY W	4238	I11-000251	\$ 32,535.91

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Account#	Check#	VendorName	Vendor#	Invoice#	Amount
7910-00-000-20946	213202	MT MUNICIPAL INTERLOCAL AUTHORITY W	4238	I11-001071	\$ 33,012.84
7910-00-000-20904	213203	MT STATE TREASURER PAYROLL	4244	I11-001074	\$ 34,794.00
7910-00-000-20936	213204	OPERATING ENGINEERS LOCAL 400	4250	I11-000231	\$ 1,179.12
7910-00-000-20936	213204	OPERATING ENGINEERS LOCAL 400	4250	I11-001079	\$ 1,179.48
7910-00-000-20940	213205	PACIFIC NORTHWEST REGIONAL	4263	I11-001088	\$ 45.80
7910-00-000-20942	213206	POLICE SAVINGS & LOAN	4300	I11-001095	\$ 11,459.00
7910-00-000-20922	213207	UNITED FUND	4264	I11-001089	\$ 469.44
7910-00-000-20938	213208	INT'L BROTHERHOOD TEAMSTERS LOCAL 2	4259	I11-001086	\$ 1,252.00
					-----
					Fund(7910) Total\$652,736.14
6030-15-214-42120	213052	CDW GOVERNMENT INC	8296	I11-000683	\$ 858.00
6030-15-212-43330	213113	MASTERCARD PROCESSING CENTER	8270	I11-000686	\$ 126.91
6030-15-213-42190	213142	PICKWICK'S OFFICE WORKS INC	367	I11-000691	\$ 137.84
6030-15-212-43690	213210	A TO Z LOCK & KEY	1849	I11-001028	\$ 1,652.00
6030-15-214-42120	213305	MASTERCARD PROCESSING CENTER	8270	I11-001033	\$ 49.99
6030-15-212-43412	213340	QWEST	81	I11-001031	\$ 1,154.25
6030-15-212-43412	213340	QWEST	81	I11-001039	\$ 1,589.16
6030-15-212-43412	213341	QWEST COMMUNICATIONS COMPANY LLC	9903	I11-001036	\$ 1,434.00
6030-15-212-43630	213346	RJS SOFTWARE SYSTEMS INC	13378	I11-001042	\$ 1,259.37
6030-15-212-43330	213443	GREAT FALLS TRIBUNE -SUBSCRIPTIONS	13273	I11-001474	\$ 170.16
6030-15-212-42120	213467	MASTERCARD PROCESSING CENTER	8270	I11-001475	\$ 16.99
6030-15-212-43410	213499	QWEST	81	I11-001472	\$ 43.22
					-----
					Fund(6030) Total\$8,491.89
					-----
					Grand Total\$2,399,521.13

**CITY OF GREAT FALLS, MONTANA**

**AGENDA: 15**

**COMMUNICATION TO THE CITY COMMISSION**

**DATE: April 5, 2011**

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

**PRESENTED BY:** Lucy Hallett, Acting City Clerk

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

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

**CONTRACTS LIST**

	<b>DEPARTMENT</b>	<b>OTHER PARTY (PERSON OR ENTITY)</b>	<b>PERIOD</b>	<b>FUND</b>	<b>AMOUNT</b>	<b>PURPOSE</b>
<b>A</b>	Planning and Community Development	Lacy & Ebeling Engineering, Inc.	2011	CTEP	\$1,375 (CTEP \$1,190.48; City \$184.52)	Consultant Services Agreement Addendum 1 – additional work for re-design and re-bid of Police Department Rehab Project. <b>OF 1567</b>

<b>B</b>	Public Works – Engineering	Montana Department of Transportation	10/2010 – 12/2012	N/A	None	STPHS 60-2(65)95 Construction Agreement for State Maintained Route – 10 <sup>th</sup> Avenue South and Fox Farm Road intersection improvements. <b>OF 1614</b>
<b>C</b>	Public Works – Engineering	Montana Department of Transportation	10/2010 – 12/2012	N/A	None	NH 60-2(82)95 Construction Agreement for State Maintained Route – 10 <sup>th</sup> Avenue South (US 89) and 2 <sup>nd</sup> Street South/River Drive – Great Falls, intersection improvements. <b>OF 1614</b>
<b>D</b>	Public Works – Engineering	Montana Department of Transportation	10-2010 – 12/2012	N/A	None	NH 101-1(9)1, Construction Agreement State Maintained Route – 3 <sup>rd</sup> Street NW and NW Bypass – Great Falls, Signal Upgrade. <b>OF 1614</b>
<b>E</b>	Planning and Community Development	Boettcher Painting	03/2011	6080-71-761-43620	\$575	Contractor Agreement for removing wall paper, washing walls, patching existing holes, painting ceiling and walls and medicine cabinet in the Civic Center women’s restroom (2 <sup>nd</sup> floor by Human Resources)
<b>F</b>	Great Falls Police Department	Montana Expo Park Mercantile Building	04/11/2011 – 04/28/2011	1000-21-341-49220	\$2,650	Lease Agreement – temporary housing for Animal Shelter animals during the time the contractor is sealing Animal Shelter concrete floors.
<b>G</b>	Park and Recreation	Birdtail Electric Co.	03/31/2011 – 04/04/2011	5010-64-652-49410 Project #651001	\$4,999	Contractor Agreement to perform electrical work – pump project at Anaconda Hills Golf Course.

<b>H</b>	Public Works	Best Oil Distributing	03/2011 – 03/2014	Central Garage	\$13,428	Agreement for Lubricant Purchase – three year extension of agreement ratified March 4, 2008, Item 7A
<b>I</b>	Park and Recreation	Pacific Elastomers Co.	04/2011 – 05/2011	563-5471-562- 3659	\$41,450 total (\$20,725 paid)	Contractor Agreement for Flow Rider repairs and partial replacement (Replaces contract ratified at the September 7, 2010 City Commission meeting, Agenda Item 13G)
<b>J</b>	Public Works	Arcadia U.S., Inc. (Red Oak Consulting)	2011	5310-31-565- 49310	\$16,880	Professional Services Agreement – Industrial Wastewater Rate Study. <b>OF 1627</b>

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

**AGENDA: 16  
DATE: April 5, 2011**

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

**PRESENTED BY:** Lucy Hallett, Acting City Clerk

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

**MAYOR’S SIGNATURE:** \_\_\_\_\_

**GRANTS**

	<b>DEPARTMENT</b>	<b>OTHER PARTY (PERSON OR ENTITY)</b>	<b>PERIOD</b>	<b>GRANT AMOUNT REQUESTED</b>	<b>CITY MATCH (INCLUDE FUND MATCH TO BE PAID OUT OF)</b>	<b>PURPOSE</b>
<b>A</b>	Planning and Community Development	Montana Historic Preservation Office, Montana Historical Society, 1410 8 <sup>th</sup> Ave., P.O. Box 201202, Helena, MT 59620-1202	05/01/2011 – 09/31/2011	\$4,400	Matching Funds and In- Kind Services from CVB, McMillan Photography, Carol Bradley, and Ellen Sievert.	Certified Local Government Special Projects Grant Application to produce a Northside Residential Historic District walking tour brochure that will provide history of Great Falls’ “mansion” district.





**Item:** Consultant Services Agreement Addendum 2 – Bay Drive Trail Ph II

**From:** Andrew Finch, Senior Planner, Planning & Community Development

**Initiated By:** Planning & Community Development Department

**Presented By:** Mike Haynes, Planning & Community Development Director

**Action Requested:** Approve Consultant Services Agreement Addendum 2 with Thomas Dean and Hoskins, Inc.

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**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission approve Addendum 2 to the Consultant Services Agreement with Thomas, Dean and Hoskins, Inc. in the amount of \$23,969 for additional construction oversight and related design on the Bay Drive Bike/Ped Path Phase II project, and authorize the City Manager to execute the necessary documents.”

2. Mayor calls for a second, discussion, inquiries from the public, and calls the vote.

---

**Staff Recommendation:** Approve Consultant Services Agreement Addendum 2.

**Background:** During the course of construction of the second phase of the Bay Drive Trail, running from just north of the Electric Co-op Building along Bay Drive northward to West Bank Park just north of the Missouri River Courthouse, additional surveying, trail design, support wall design, and administrative oversight has been required. In addition, delays due to high water in 2010 and additional construction work has extended the construction time and required additional construction oversight, inspection and record-keeping.

Significant Impacts

There are no significant impacts to the City of Great Falls due to approval and authorization of this Addendum.

Workload Impacts

City Planning and Community Development personnel would continue administration of the project, as well as oversight of the consultant.

Purpose

The Bay Drive Bike/Ped Path II, (i.e., Bay Drive Trail Phase II) is a half-mile long paved, ADA-accessible, shared-use path for pedestrians, bicyclists and other non-motorized users. It is an extension of River’s Edge Trail that helps connect the southwest neighborhoods with the Trail.

This segment also represents a significant public investment that connects the redeveloping northern section of the West Bank Urban Renewal District with the currently static southern section.

Further, this public investment is anticipated to spur redevelopment activity south of Central Avenue West by providing a visual improvement to a blighted area and by providing a safe connection across Central Avenue West. This safe connection will: connect West Bank Park with BN Park; connect underutilized properties on the south with the Missouri River Courthouse; and, connecting properties on the south with other amenities/destinations on the north, such as the new Staybridge Hotel and West Bank Park.

#### Project Work Scope

The consultant will Provide additional Construction Engineering services for construction period extension and additional change ordered work - including project management, construction inspection, construction administration, construction materials testing, and surveying.

The longer performance period resulted from additional work, unusually long periods of high water levels on the Missouri River, and inclement weather. Additional work was also required for a variety of unanticipated coordination, redesign, expansion of the work, and agency compliance activities.

#### Evaluation and Selection Process

The proposed Addendum is a negotiated addition to a pre-existing agreement that has gone through a selection process in compliance with applicable Federal, State and Local regulations. The Agreement was approved on October 2, 2007 in the amount of \$64,111, and Consultant Services Agreement Addendum No. 1 on December 23, 2009 for an additional amount of \$21,075. The design/oversight work will amount to \$109,155 or 13.5% percent of the \$803,277 construction contract, which is in the range of consultant percentages for similar projects.

#### Conclusion

Additional project construction has necessitated additional professional services. Full utilization of the American Recovery and Reinvestment Act funds has also necessitated a more rigorous oversight process by the City. The Addendum is necessary to comply with Federal regulations and requirements, as well as to construct a safe and well-designed trail.

**Concurrences:** Representatives from the Montana Department of Transportation, the Federal Highway Administration and the Trails Working Group.

**Fiscal Impact:** The additional contract amount would be \$23,969. Of this amount, the CTEP portion is \$20,752 and Recreational Trails, Inc. would provide the required matching amount of \$3,217.

**Alternatives:** The City Commission could vote to not approve the Consultant Services Agreement Addendum No. 2 with Thomas, Dean and Hoskins.

**Attachments/Exhibits:** Consultant Services Agreement No. 2

Cc: Marty Basta, Park & Recreation Director

## CONSULTANT SERVICES AGREEMENT ADDENDUM NO. 1

This Agreement Addendum is entered into on \_\_\_\_\_ 2011, by and between the *City of Great Falls, Montana*, herein referred to as the "City" and *Lacy & Ebeling Engineering, Inc.*, from now on referred to as the "Consultant", whose principal office is located at 10 12<sup>th</sup> Street South, Great Falls, Montana, 59401, herein referred to as the "Consultant", Witnesseth:

WHEREAS, the Montana Department of Transportation has awarded the City enhancement funds under the Montana Community Transportation Enhancement Program (CTEP) for purposes of implementing an historic preservation project titled, "*STPE 5299(82), POLICE DEPT REHAB – GREAT FALLS, CONTROL NO. 6789, O.F. 1567,*" located at 112 1<sup>st</sup> Street South, Great Falls, Montana; and,

WHEREAS, the City and Consultant entered into a Consultant Services Agreement on April 20, 2010, herein referred to as "Agreement", for certain specific services of an engineering nature related to the design and development of the POLICE DEPARTMENT REHAB CTEP project; and,

WHEREAS, the City and the Consultant desire to enter into an agreement addendum to authorize additional work and associated fees. This Consultant Services Agreement Addendum No. 1 is allowed under and fulfills the requirements set forth in ARTICLE IV, MISCELLANEOUS PROVISIONS, SECTION 5 – CHANGES OF WORK in the Agreement. The additional work generally includes extended inspection services due to an extension of the time of construction and additional approved work, as well as unanticipated services to ensure Federal agency compliance approval.

NOW, THEREFORE, the parties hereto do mutually agree that the Agreement executed by the City and the Consultant remains current and valid, with the exception of the modifications shown below.

ARTICLE III, PAYMENT, SECTION 2-DEFINITIONS, A. Payment of Services, is modified as follows with removed clauses stricken-through, added clauses bolded:

2. The Consultant will be paid a lump sum fixed fee not to exceed ~~five thousand eight hundred~~ **seven thousand, one hundred seventy-five** dollars and no cents (~~\$5,800~~**7,175**) – PROFIT/FIXED FEE ONLY.
3. The total payment to the Consultant for the work covered under this Agreement will not exceed the lump sum amount of ~~five thousand eight hundred~~ **seven thousand, one hundred seventy-five** dollars and no cents (~~\$5,800.00~~**7,175**), as specified in the consultant's cost proposal, attached as Exhibit "D", which by reference, is hereby made a part of this Agreement.

ARTICLE III, PAYMENT, SECTION 2-DEFINITIONS, C. Consultant's Cost Proposal, is modified as follows:

C. Consultant's Cost Proposal

The attached Consultant's Cost Proposal, Exhibit "D" **and Exhibit "D" Addendum 1 Additional Cost Proposal**, by this reference ~~is~~ **are** made a part of this Agreement. If ~~thi~~**these** documents conflicts with the Agreement, the Agreement will govern.

The parties further agree that EXHIBIT "D" Addendum 1, ADDITIONAL COST PROPOSAL is hereby attached to and made a part of the Agreement, and supplements EXHIBIT "D"; and,

EXHIBIT "E" Addendum 1 DESCRIPTION OF ADDITIONAL WORK, is hereby attached to and made a part of the Agreement, and supplements EXHIBIT "E."

IN WITNESS THEREOF, the parties hereto have executed this Agreement the day and year first above written.

LACY & EBELING ENGINEERING, INC.

CITY OF GREAT FALLS

\_\_\_\_\_  
Linda V. Geranios, P.E., President

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

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

(OFFICIAL SEAL)

APPROVED FOR LEGAL CONTENT

\_\_\_\_\_  
James W. Santoro, City Attorney

EXHIBIT "D" Addendum 1  
ADDITIONAL COST PROPOSAL

PRELIMINARY ENGINEERING (PE)

Lump Sum Additional PE: \$1,375

EXHIBIT "E" Addendum 1  
DESCRIPTION OF ADDITIONAL WORK

Provide additional Preliminary Engineering services for design, including redesign to accommodate change in design approach requested by the City of Great Falls, and preparation of documents for re-bid and time associated with rebid process.

## CONSULTANT SERVICES AGREEMENT ADDENDUM NO. 2

This Agreement Addendum is entered into on \_\_\_\_\_ 2011, by and between the *City of Great Falls, Montana*, herein referred to as the "City" and *Thomas, Dean and Hoskins, Inc.*, whose address is *1200 25<sup>th</sup> Street South Great Falls, Montana, 59405*, herein referred to as the "Consultant", Witnesseth:

WHEREAS, the Montana Department of Transportation has awarded the City enhancement funds under the Montana Community Transportation Enhancement Program (CTEP) for purposes of implementing a bicycle/pedestrian path project titled, "Bay Drive Bike/Ped Path II-GTF"; STPE No. 5299(66); Control No. 5555; Office File No. 1126.9; and,

WHEREAS, the City and Consultant entered into a Consultant Services Agreement on October 2, 2007, and Consultant Services Agreement Addendum No. 1 on December 23, 2009, herein collectively referred to as "Agreement", for certain specific services of an engineering nature related to the design and development of the Bay Drive Bike/Ped Path II-GTF CTEP project; and,

WHEREAS, the City and the Consultant desire to enter into an agreement addendum to authorize additional work and associated fees. This Consultant Services Agreement Addendum No. 2 is allowed under and fulfills the requirements set forth in ARTICLE IV, MISCELLANEOUS PROVISIONS, SECTION 5 – CHANGES OF WORK in the Agreement. The additional work generally includes extended inspection services due to an extension of the time of construction and additional approved work, as well as unanticipated services to ensure Federal agency compliance approval.

NOW, THEREFORE, the parties hereto do mutually agree that the Agreement executed by the City and the Consultant remains current and valid, with the exception of the modifications shown below.

ARTICLE III, PAYMENT, SECTION 2-DEFINITIONS, D. Payment of Services, is modified as follows with removed clauses stricken-through, added clauses bolded:

3. The Consultant will be paid a lump sum fixed fee not to exceed ~~Eight Thousand, One Hundred Eighty-Nine dollars and zero cents (\$8,189)~~ **Ten Thousand, Six Hundred and Sixty-Six dollars and zero cents (\$10,666)**.
4. The total payment to the Consultant (including the lump sum fixed fee) for the work covered under this Agreement will not exceed ~~Eighty-Five Thousand, One Hundred Eighty-Six dollars and zero cents (\$85,186)~~ **One Hundred and Nine Thousand, One Hundred Fifty Five dollars and zero cents (109,155)**, as specified in the consultant's cost proposal, attached as Exhibit "E", which by reference, is hereby made a part of this Agreement.

ARTICLE III, PAYMENT, SECTION 2-DEFINITIONS, F. Consultant's Cost Proposal, is modified as follows:

F. Consultant's Cost Proposal

The attached Consultant's Cost Proposal Exhibit "E", Exhibit "E" Addendum 1 Additional Cost Proposal, **and Exhibit "E" Addendum 2 Additional Cost Proposal**, by this reference ~~is~~ **are** made a part of this Agreement. If ~~this~~ **these** documents conflicts with the Agreement, the Agreement will govern.

The parties further agree that EXHIBIT "D" Addendum 2 DESCRIPTION OF ADDITIONAL WORK, is hereby attached to and made a part of the Agreement, and supplements EXHIBIT "D" and EXHIBIT "D" Addendum 1; and,

EXHIBIT "E" Addendum 2, ADDITIONAL COST PROPOSAL is hereby attached to and made a part of the Agreement, and supplements EXHIBIT "E" and Exhibit "E" Addendum 1.

IN WITNESS THEREOF, the parties hereto have executed this Agreement the day and year first above written.

THOMAS, DEAN AND HOSKINS, INC.

CITY OF GREAT FALLS

\_\_\_\_\_  
John Juras, Project Engineer

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

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

(OFFICIAL SEAL)

APPROVED FOR LEGAL CONTENT

\_\_\_\_\_  
James W. Santoro, City Attorney



EXHIBIT "D" Addendum 2  
DESCRIPTION OF ADDITIONAL WORK

Provide additional Construction Engineering services for construction period extension and additional change ordered work. Including project management, construction inspection, construction administration, construction materials testing, and surveying.

The longer performance period resulted from additional work, unusually long periods of high water levels on the Missouri River, and inclement weather. Additional work was also required for a variety of unanticipated coordination, redesign, expansion of the work, and agency compliance activities.

EXHIBIT "E" Addendum 2  
ADDITIONAL COST PROPOSAL

<b>PROJECT:</b> Bay Drive Bike/Ped Path, Phase II - GTF Addendum 2	<b>DATE:</b> 1/17/11
<b>CONSULTANT:</b> TD&H	<b>EST. PREPARED BY:</b> JPJ

ADDED CONSTRUCTION PHASE ACTIVITIES									
Activity	Tasks	Total Hours	Principal	Senior Engineer	Construction Insp.	Design Engineer	CADD Tech.	Survey Crew	Clerc.
1	Construction Engineering for extended project performace period	310		110	200				
<b>SUBTOTAL (HOURS)</b>		<b>310</b>	<b>0</b>	<b>110</b>	<b>200</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

ADDED CONSTRUCTION PHASE COST SUMMARY									
<b>PROJECT:</b> BAY DRIVE BIKE/PED PATH I- GTF					<b>DATE:</b>				
<b>CONTROL NO:</b>			<b>EST. PREPARED BY:</b> JPJ			<b>WORK:</b> DESIGN			
		Hours	Rate						Extension
Principal		0	44.71						0.00
Senior Engineer		110	30.87						3,395.70
Construction Inspector		200	18.23						3,646.00
Laboratory Technician		20	18.40						368.00
CADD		8	17.70						141.60
Survey Crew		8	41.55						332.40
Clerical		12	14.25						171.00
<b>TOTAL HOURS</b>		<b>358</b>							
				<b>LABOR SUBTOTAL</b>				<b>\$8,055</b>	
<b>GENERAL OVERHEAD @</b>		<b>1.563</b>			<b>OVERHEAD SUBTOTAL</b>		<b>\$12,589</b>		
								<b>\$20,644</b>	
DIRECT NONLABOR									
Miscellaneous (Blueline prints, mylars, multilith paper, telephone, postage, misc. equipment rental, maps, photos, survey mtls., display boards, etc.) (LUMP SUM)									
Computer		10	Per Hour						0.00
Copies	500	EA	0.1	Per Each					50.00
Mileage	80	Miles	0.6	Per Mile					48.00
Construction Materials Testing	1	LS	750	Per LS					750.00
									0.00
									0.00
									0.00
				<b>TOTAL DIRECT NONLABOR</b>				<b>\$848</b>	
RECAPITULATION									
Total Labor/ Overhead								20,644	
Total Direct NonLabor								848	
Profit								12%	2477
<b>TOTAL ESTIMATED COST</b>								<b>\$23,969</b>	



Agenda # 18  
Commission Meeting Date:  
April 5, 2011

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

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**Item:** Construction Contract Award: Valeria Way Storm Main Replacement, Phase I, O.F. 1463.0

**From:** Engineering Division

**Initiated By:** Public Works Department

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

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

---

**Suggested Motion:**

1. Commissioner moves:

“I move the City Commission award a contract in the amount of \$560,210.00 to Western Municipal Construction, Inc. for the Valeria Way Storm Main Replacement, Phase I, O. F. 1463.0, and authorize the City Manager to execute the agreements.”

2. Mayor calls for a second, discussion, inquiries from the public, and calls for the vote.

---

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

**Background:**

Significant Impacts

This project will relocate the existing Valeria Way storm main that currently runs diagonally from 19<sup>th</sup> Street North to 22<sup>nd</sup> Street North between 1<sup>st</sup> Avenue North and 3<sup>rd</sup> Avenue North. The new main will be relocated into the streets and avenues.

Workload Impacts

City engineering staff designed the project, and will perform construction inspection and contract administration duties.

Purpose

The existing Valeria Way Storm Main was installed in the 1920's and runs under several house foundations in the area, making any potential repairs needed on this main extremely difficult and poses a potential risk of house settlements in the future. The storm water master plan recommends the relocation of this main to the streets. The relocation of the Valeria Storm Main located north of Central Avenue will be broken into two phases with this being the first. Storm main south of Central Avenue will also have to be relocated in future projects.

### Project Work Scope

Approximately 340 linear feet of new 48-inch storm main, 1,610 linear feet of 30-inch storm main, six 8 foot diameter manholes, three 6 foot diameter manholes and 2,700 square yards of 3 and 6-inch asphalt paving will be installed on this project. This project is being completed ahead of a MDT project to overlay 1<sup>st</sup> and 2<sup>nd</sup> Avenue North.

### Evaluation and Selection Process

Four bids were received and opened for this project on March 16, 2011. The bids ranged from \$560,210.00 to \$705,722.00. Western Municipal Construction, Inc. submitted the low bid and executed all the necessary bid documents.

### Conclusion

City staff recommends awarding the construction contract to Western Municipal Construction, Inc. in the amount of \$560,210.00

### **Fiscal Impact:**

The attached bid tabulation summarizes bids that were received. This project will be funded from the storm sewer fund.

### **Alternatives:**

The City Commission could vote to deny award of the construction contract.

### **Attachments/Exhibits:**

1. Bid tabulation is attached.





Agenda # 19  
Commission Meeting Date:  
April 5, 2011

**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

---

**Item:** Final Payment – Lift Station #15, Bar Screen Replacement, O. F. 1374.6  
**From:** Engineering Division  
**Initiated By:** Public Works Department  
**Presented By:** Jim Rearden, Public Works Director  
**Action Requested:** Approve Final Pay Request

---

**Suggested Motion:**

1. Commissioner moves:

“I move the City Commission approve Final Payment for Lift Station #15, Bar Screen Replacement, O. F. 1374.6 in the amount of \$15,033.15 to James Talcott Construction, Inc., and \$151.85 to the State Miscellaneous Tax Fund and authorize the City Manager to make the payments.”

2. Mayor calls for a second, discussion, inquiries from the public, and calls for the vote.

---

**Staff Recommendation:** Approve final payment request.

**Background:**

Original Bid Opening Date: Five bids were received and opened for this project on February 17, 2010.

Bid Amount: James Talcott Construction, Inc. submitted the low bid of \$256,200.00.

Commission Award Date: The City Commission awarded the contract to James Talcott on March 2, 2010.

Final Payment: The final project cost is \$256,200.00 which is the amount that was awarded and approved.

Project Work Scope

Lift Station #15 is located just off of 6<sup>th</sup> Street SW, adjacent to the Sun River. This station handles approximately 1.9 million gallons of sewage per day. The existing bar screen at Lift Station #15 was non-operational and would have required significant upgrades and repairs to be put back in service. Replacement of this bar screen was the most cost effective option.

The new bar screen will remove large items that could become lodged in the sewage pumps at Lift Station #15, causing maintenance issues and costly repair. An attached washer compacter unit will process the material collected by the bar screen and deposit it into a waste container that will be emptied as necessary.

Conclusion

City staff, along with the concurrence of our consultant NCI, has verified that James Talcott 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 project was completed within the contract time. The two year warranty period started at the time of substantial completion which was March 11, 2011. The delay between the award date and substantial completion was due to the long lead time required in procuring the bar screen equipment.

**Fiscal Impact:**

This project was funded through Sewer Capital Funds.

**Alternatives:**

The City Commission could vote to deny Final Pay

**Attachments/Exhibits:**

1. Application for Final Payment is attached. (Not available online; on file in City Clerk's Office.)