



City Commission Agenda

for

March 1, 2011

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

NEIGHBORHOOD COUNCILS

1. Miscellaneous reports and announcements.

BOARDS & COMMISSIONS

2. Miscellaneous reports and announcements

PUBLIC HEARINGS

OLD BUSINESS

3. Addendum for Municipal Golf Course Concessions Contract. Action: Rescind two-year Addendum with Michelle Kazda, K & M, Inc., approved on February 15, 2011, and approve or deny a one-year Addendum with Michelle Kazda, K & M, Inc., to provide concessions services at Eagle Falls Golf Club and Anaconda Hills Golf Course. **(Presented by: Marty Basta)**
4. Community Based Policing Agreement. Action: Rescind Agreement approved on January 4, 2011, and approve or deny the revised Community Based Policing Agreement. **(Presented by: Corky Grove)**

NEW BUSINESS

5. Inter-Local Agreement between City of Bozeman, City of Helena, City of Great Falls, and Missoula Rural Fire District for the Purpose of Purchasing Hazardous Materials Regional Response Vehicles. Action: Approve or deny Agreement. **(Presented by: Randy McCamley)**
6. Commence volunteer rate increases with ECP customers. Action: Authorize or not authorize the City Manager to commence discussions with ECP customers regarding voluntary rate increases. **(Presented by: Greg Doyon)**

ORDINANCES/RESOLUTIONS

7. Ord. 3063, Amending International Property Maintenance Code Pertaining to Title 15, Chapter 5. Action: Adopt or deny Ord. 3063. **(Presented by: Mike Haynes)**

8. Ord. 3070, Assign City Zoning of PUD Planned unit development district to Northview Addition, Phase 5. Action: Accept Ord. 3070 on first reading and set public hearing for April 5, 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.*

9. Minutes, February 15, 2011, Commission meeting.
10. Total Expenditures of \$2,029,322 for the period of February 9-23, 2011, to include claims over \$5000, in the amount of \$1,824,984.
11. Contracts list.
12. Lien release list.
13. Set public for March 15, 2011, to consider adoption of the West Bank Park Master Plan.
14. Approve Award of Agreement for Park and Recreation Exclusive Beverage Rights to Pepsi Cola Bottling Company.
15. Award contract to Central Plumbing and Heating for the Boys and Girls Club of Cascade County HVAC Renovation in the amount of \$72,866.
16. Approve final payment in the amount of 5,106.95 to United Materials of Great Falls, Inc., and the State Miscellaneous Tax Division for the 11th Street SW Mill and Overlay.
17. Approve Change Order No. 1 in the amount of \$27, 582.10 and final payment in the amount of \$36,367.65 to David W. Kuglin Construction and \$367.35 to the State Miscellaneous Tax Division for the 35th Street South Sanitary Sewer Upsizing.
18. Approve bid award for one new 2011 backhoe/loader to Titan Machinery of Great Falls in the amount of \$65,942, including trade-in.

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.)*

19. Miscellaneous reports and announcements.

CITY MANAGER

20. Miscellaneous reports and announcements.

CITY COMMISSION

21. Miscellaneous reports and announcements.

MOTION TO ADJOURN



Item: Addendum for Municipal Golf Course Concessions Contract

Initiated By: Park & Recreation Department

Prepared By: Patty Rearden, Deputy Park and Recreation Director
James Santoro, City Attorney
Lisa Kunz, City Clerk

Presented By: Marty Basta, Park & Recreation Director

Action Requested: Rescind Two Year Addendum to the Municipal Golf Course Concessions Contract Approved February 15, 2011; and Approve One Year Addendum to the Municipal Golf Course Concessions Contract

First Motion:

1. Commissioner moves:

“I move that the City Commission rescind approval of the two year Addendum for the Municipal Golf Course Concessions Contract with Michelle Kazda, K&M, Inc., approved on February 15, 2011, to provide concessions services at Eagle Falls Golf Club and Anaconda Hills Golf Course.”

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

Second Motion:

3. Commissioner moves:

“I move that the City Commission (approve/deny) the one year Addendum for Municipal Golf Course Concessions Contract with Michelle Kazda, K&M, Inc. to provide concessions services at Eagle Falls Golf Club and Anaconda Hills Golf Course during the 2011 Golf Season, and approve the City Manager to execute the Addendum.”

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

Staff Recommendation:

Staff recommends that the City Commission rescind the two year Addendum for Municipal Golf Course Concessions Contract with Michelle Kazda, K&M, Inc. which was approved by the City Commission on February 15, 2011. Staff further recommends approval of the one year Addendum for the Municipal Golf Course Concessions Contract with Michelle Kazda, K&M,

Inc. to provide concessions services at Eagle Falls Golf Club and Anaconda Hills Golf Course for the 2011 Golf Season, and approve the City Manager to execute the Addendum.

Background:

Requests for proposals for concession services were advertised in the Great Falls Tribune and mailed to twenty-eight (28) prospective bidders. Bids were opened on January 10, 2005, with only one bidder responding. The contract was awarded to Michelle Kazda, K & M, Inc. by the City Commission on February 1, 2005 for three golf seasons, 2005-2007. K & M was granted a one year extension for the 2008 season. On November 5, 2008 the City Commission approved an Addendum granting an additional two year extension of the Golf Course Concessions contract from 2008 thru the 2010 season.

On February 15, 2011, staff recommended and the City Commission approved a two year Addendum for the Municipal Golf Course Concessions Contract with Michelle Kazda, K&M, Inc. to provide concessions services at Eagle Falls Golf Club and Anaconda Hills Golf Course. However, § 18-4-313, MCA, limits the number of years contracts may be extended to seven years. The two year addendum would extend the contract for a period of eight years. Therefore, it is necessary to rescind the two-year addendum approved February 15, 2011, and approve a one year Addendum. Golf courses are scheduled to open, weather permitting, on March 15, 2011. The one year Addendum would cover the 2011 Golf Season scheduled for March 15 to October 31, 2011; dates could vary slightly based on weather conditions. K&M continues to provide quality concession services to the golf courses and staff recommends a one year extension of the contract through the 2011 golf season.

Requests for Proposals will be solicited for concessions services for the 2012 golf season.

Concurrences: The Golf Advisory Board has reviewed the original two year addendum for the Golf Course Concessions Contract and recommended approval by the City Commission.

Fiscal Impact:

The City will receive \$41,100.00 or 12% of gross sales, whichever is greater in 2011

Alternatives:

If the Addendum is not approved, the City would have to rebid the concessions contract or make a significant investment in equipment to take over operation and management of the concessions at both golf courses.

Attachments/Exhibits:

1. Addendum for Municipal Golf Course Concessions Contract

**MUNICIPAL GOLF COURSE CONCESSIONS
CONTRACT ADDENDUM**

THIS ADDENDUM, made and entered into this _____ day of _____ 2011, by and between the City of Great Falls, Montana, a municipal corporation, hereinafter referred to as "City", and Michelle Kazda, d/b/a K & M, Inc., hereinafter referred to as "Concessionaire".

WHEREAS, an original contract was awarded to Michelle Kazda, K & M, Inc. by the City Commission on February 1, 2005 for three golf seasons, 2005-2007. Subsequently, K & M was granted a one year extension for the 2008 season on October 2, 2007; and on November 5, 2008 the City Commission approved an Addendum granting an additional two year extension of the Golf Course Concessions contract for the 2008 through 2010 seasons. Section 18-4-313, MCA, limits the number of years contracts may be extended to seven years;

WHEREAS, the Concessionaire has provided excellent service to the golfing public for many years; and;

WHEREAS, a one (1) year extension is mutually beneficial;

NOW, THEREFORE, the parties mutually agree as follows:

1. The City, at its sole discretion, grants a one (1) year extension of the golf course concession contract agreement. In consideration therefore the Concessionaire shall pay the City the following rental:

2011 season: 12% of gross sales or \$41,100.00, whichever is greater.

2. All other conditions and covenants of the contract agreement will not be affected by this addendum.

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

CITY OF GREAT FALLS

REVIEWED FOR LEGAL CONTENT

Gregory T. Doyon, City Manager

James W. Santoro, City Attorney

ATTEST:

(Seal of the City)

Lisa Kunz, City Clerk

K & M, Inc.

Michelle Kazda

STATE OF MONTANA)
County of Cascade : ss.
City of Great Falls)

On this ____ day of _____, 2011, before me, a Notary Public in and for the State of Montana, personally appeared Michelle Kazda, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same.

IN WITNESS THEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(NOTARIAL SEAL)

Notary Public for the State of Montana
Printed Name: _____
Residing at Great Falls, Montana
My Commission Expires: _____



Item: Community Based Policing Agreement

From: Great Falls Police Department

Initiated By: Captain Tim Shanks, Support Services Bureau

Presented By: Chief Cloyd Grove

Action Requested: Rescind Community Based Policing Agreement approved January 4, 2011; and, Approve Community Based Policing Agreement (as revised February 3, 2011)

First Motion:

1. Commissioner moves:

“I move that the City Commission rescind the Community Based Policing Agreement approved January 4, 2011, Agenda Item 11.”

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

Second Motion:

3. Commissioner moves:

“I move that the City Commission (approve/deny) the Community Based Policing Agreement revised February 3, 2011.”

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

Staff Recommendation:

Staff recommends that the City Commission approve the Community Based Policing Agreement between the Great Falls Police Department and Great Falls Housing Authority, as revised February 3, 2011.

Background:

The Great Falls Police Department and the Great Falls Housing Authority have had an annual Community Based Policing Agreement in place since the late 1980's. The Great Falls Housing Authority funds one dedicated officer for the purpose of enforcement and investigations in the

Great Falls Housing Authority projects. This officer also facilitates the Parkdale Youth Activity Center (PYAC) at the main housing complex.

This officer handles calls during his designated shift. Before or after shift calls are still answered by the Patrol Officers. With the Housing Authority officer on site(s), it does alleviate a substantial number of calls that patrol would have to respond to and resolve. Historically, call loads were high until the Housing Authority officer was established.

The Great Falls Housing Authority provides office space at the main complex for the officer.

Concurrences:

The Community Based Policing Agreement has to be approved by the Housing Authority Board as well as the City Commission authorization to sign the agreement.

The Community Based Policing Agreement went before the City Commission at the January 4th, 2011 Commission meeting and was approved. Once approved by the City Commission, it went before the Housing Authority Board and did not get approved as written. There were several concerns which are listed.

Section one

...“If the assigned officer or a temporary replacement is not available to the GFHA for longer than two weeks the GFHA payment will be waived for the period of time that an officer was not available”....

Language change: strike out ‘two weeks’ and insert *40 hours in each six month agreement period.*

Section two.

The Great Falls Housing Authority shall pay the City \$72,199.00 which would include the Officers salary and insurance. Payment shall be made on a monthly basis in the amount of \$6,016.58.

Language and cost change: strike \$72,199 and insert *\$36,099.50*. Strike ‘insurance’ and insert *benefits*.

The Housing Authority Board felt since the agreement was for six months that the salary and benefits should indicate for six months. They were concerned about having to pay full salary and benefits by July 1, 2011. They also wanted ‘insurance’ to read benefits.

Section five.

This Agreement shall commence January 1, 2011 and end June 30, 2011 with an automatic six month renewal based on the GFPPA negotiated contract wage with the City of Great Falls.

Added Language: *The GFHA agrees to pay the salary and benefits increase, if any, retroactive to July 1, 2011 based on the GFPPA negotiated contract wage.*

The Housing Authority Board has approved the language change.

Fiscal Impact:

The GFHA pays the salary and benefits for the housing officer. The police department provides a marked patrol vehicle for the officer. The police department compensates the officer for over time when necessary.

Alternatives:

Discontinue the officer's presence in the Housing Authority projects and reassign.

Attachments/Exhibits:

1. Copy of the original Community Based Contract. (Not available online)
2. Copy of the revised Community Based Contract.

**GREAT FALLS POLICE DEPARTMENT
AND
GREAT FALLS HOUSING AUTHORITY
COMMUNITY BASED POLICING AGREEMENT**

This contract is entered into this 1st day of March, 2011, by and between the City of Great Falls, hereinafter referred to as "City," and the Great Falls Housing Authority.

In receipt of the mutual covenants and agreements herein contained, the parties agree as follows:

1. The City shall provide personnel and other resources in a Community Policing role at the Great Falls Housing Authority projects. One dedicated officer, excluding contractual time/training time off, shall be provided for the purpose of enforcement and investigations in the Great Falls Housing Authority projects. If the assigned officer or a temporary replacement is not available to the GFHA for longer than 40 hours in each six month agreement period, the GFHA payment will be waived for the period of time that an officer was not available. Payment will resume when an officer becomes available to the GFHA.
2. The Great Falls Housing Authority shall pay the City \$36,099.50 which would include the Officers salary and benefits. Payment shall be made on a monthly basis in the amount of \$6,016.58.
3. The City shall keep detailed records regarding the date and time of contacts exclusive of investigating records. The Great Falls Housing Authority may inspect these records at all reasonable times and these records shall be available for photocopying at no additional fee.
4. Indemnification – The City assumes full responsibility for the officer's performance. The City shall indemnify the Great Falls Housing Authority against, and hold the Housing Authority harmless from, any liability costs, damages, claims or causes of action which may arise as a result of performance by the City of its responsibilities under the terms of this agreement; provided, however, that the City, its Officers and employees shall not assume any liability for acts of the Great Falls Housing Authority, or any of its Officers or agents.
5. **This Agreement shall commence January 1, 2011 and end June 30, 2011 with an automatic six month renewal based on the GFPPA negotiated contract wage with the City of Great Falls. The GFHA agrees to pay the salary and benefits increase, if any, retroactive to July 1, 2011 based on the GFPPA negotiated contract wage.**

In Witness Whereof, the parties hereto have caused this agreement to be executed the day and year first herein above written.

CITY OF GREAT FALLS

GREAT FALLS HOUSING AUTHORITY

Gregory T. Doyon, City Manager

Kevin Hager, Executive Director

ATTEST:

Cloyd Grove, Chief of Police

Lisa Kunz, City Clerk

(Seal of the City)

APPROVED FOR LEGAL CONTENT:

James W. Santoro, City Attorney



Item: Interlocal Agreement with the Missoula Rural Fire District, City of Helena, City of Great Falls and City of Bozeman for the purpose of purchasing Hazardous Materials Regional Response Vehicles

From: Great Falls Fire Rescue

Initiated By: Stephen A. Hester, Assistant Fire Chief

Presented By: Randall E. McCamley, Fire Chief

Action Requested: Approve Inter-local Agreement

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/reject) the Inter-local Agreement with the Missoula Rural Fire District, City of Helena, City of Great Falls and the City of Bozeman for the purpose of purchasing Hazardous Materials Regional Response Vehicles and (authorize / not authorize) the City Manager to execute the Agreement.”

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

Staff Recommendation:

It is recommended the City Commission approve the Inter-local Agreement.

Background:

The City of Great Falls Fire Department along with five other Cities by mutual agreement have provided the State of Montana with Hazardous Materials Emergency Response. The state has assisted the Cities with the purchase and up-keep of equipment and has provided training to maintain this response capability. In 2003, Great Falls took possession of close to \$500,000 of equipment and a large cargo trailer, which carries most of the State HazMat equipment. The only means of moving the trailer was the City’s sole water tender which the department uses for structure fires in areas that lack fire hydrants.

For several years, all regional teams have communicated the need for a vehicle that would store more equipment and that would have the ability to tow the State HazMat Trailer. For Great Falls, the new vehicle shall improve and extend the department’s ability to provide a State HazMat emergency response without decreasing the services provided in its jurisdiction.

The Cities of Bozeman, Great Falls, and Helena and the Missoula Rural Fire District, as Montana State Regional Teams, hereafter referred to as the “Cities,” have received a \$600,000 Department of Homeland Security grant for the purpose of purchasing (4) four HazMat Regional Response vehicles that meet the terms and purpose of the Homeland Security Grant. This grant was coordinated with the Montana Department of Military Affairs - Emergency Services Division, hereafter referred to as “Division,” and is the granting authority.

Because of the Department of Homeland Security’s grant guidelines, there can be only one recipient of the grant money. The City of Helena agreed to these responsibilities since they are the capital city and in close proximity to State Government. The Inter-local Agreement allows for the City of Helena to automatically transfer ownership of these vehicles to the other Cities.

Concurrences:

Fleet Management – Tom Hugg was provided a copy of the vehicle specifications

The City Attorney has worked with Great Falls Fire Rescue and other Cities to draft this Inter-local Agreement.

Fiscal Impact:

There is no financial obligation by signing the Interlocal agreement. The cost of the vehicle is 100% funded by the DHS grant and no matching funding is required. The City will be responsible for fuel, service and maintenance of the vehicle.

When the City of Great Falls is requested to respond to a state HazMat call as a regional emergency response team, the costs are reimbursed by the State of Montana.

Alternatives:

Deny the Inter-local Agreement which would result in the City not receiving this vehicle

Attachments/Exhibits:

Inter-local Agreement

**INTERLOCAL AGREEMENT BETWEEN CITY OF BOZEMAN, CITY OF HELENA,
CITY OF GREAT FALLS, AND MISSOULA RURAL FIRE DISTRICT FOR THE
PURPOSE OF PURCHASING HAZARDOUS MATERIALS REGIONAL RESPONSE
VEHICLES**

This Interlocal Agreement (Agreement) is made and entered into on this ____ day of March, 2011, by and between the City of Bozeman, City of Helena, City of Great Falls, and Missoula Rural Fire District, herein referred to collectively as the “Cities” and individually as “receiving city/district.” The State of Montana, Department of Military Affairs, Disaster, and Emergency Services Division, hereinafter referred to as “Division,” is the granting authority.

Whereas, this Agreement is made pursuant to the Interlocal Cooperation Act, Title 7, Chpt. 11, Part 1, MCA; and

Whereas, the Cities have received a Homeland Security grant in the amount of \$600,000 to be used for the purpose of purchasing four (4) Hazardous Materials Regional Response Vehicles; and

Whereas, the terms of the Homeland Security grant require that there be one official recipient of the grant funds, and it furthermore being most expedient and efficient for only one receiving city/district to receive, administer, and distribute the grant funds; and

Whereas, the purpose of this Agreement is for the parties to cooperate on a basis of mutual advantage by agreeing the Division will, for the benefit of all parties, distribute the grant funds in the amount of \$600,000 to the City of Helena for the purpose of purchasing four (4) Hazardous Materials Regional Response Vehicles in accordance with the terms and purpose of the Homeland Security grant.

NOW THEREFORE, based on the foregoing recitals, the parties agree as follows:

1. Each city or district is responsible for the ownership, liabilities, warranty issues, and maintenance of its respective vehicle upon delivery and acceptance by the city or district. No party to this agreement shall bear the risk of loss for any vehicle other than the vehicle it receives.
2. The City of Helena will process the vehicle grant and purchase the vehicles on behalf of itself and the other parties.
3. Each party is responsible for working with the builder of the vehicles and will take title from the builder.
4. The City of Helena has no responsibility for the vehicles after the vehicles are delivered by the builder and accepted by each party to this Agreement.
5. The funding source for this grant is the Homeland Security Grant Program – 2010.

6. The CFDA number is 97.067.
7. The ORG number is 10HLTHZMT.
8. The amount of the grant to the City of Helena is \$600,000.
9. The grant performance period is September 30, 2010, to September 31, 2012.
10. All grant activities must be completed by December 31, 2012. This Agreement expires upon successful closeout of the grant activities and delivery of all vehicles to the parties.
11. There shall be no joint board or legal entity created. All grant administration is to be conducted by the City of Helena.
12. Nothing herein allows for acquiring or holding of any joint real or personal property.
13. Each party is responsible for filing an executed copy of this Agreement with the County Clerk and Recorder in each party's county. The City of Helena will file a copy of the executed and recorded Agreement with the Montana Secretary of State.

Dated this ____ day of March, 2011.

CITY OF BOZEMAN

CITY OF HELENA

Jeffery K. Krauss, Mayor

Ronald J. Alles, City Manager

Attest: _____
Stacy Ulmen, CMC, City Clerk

Attest: _____
Debbie Havens, City Clerk

Approved as to form:

Approved as to form:

Greg Sullivan, City Attorney

David L. Nielsen, City Attorney

CITY OF GREAT FALLS

MISSOULA RURAL FIRE DISTRICT

Gregory T. Doyon, City Manager

Bill Colwell, Fire Chief

Attest: _____
Lisa Kunz, City Clerk

Attest: _____
District Clerk

Approved as to form:

Approved as to form:

James W. Santoro, City Attorney

Fire District Attorney



Item: Ordinance 3063, Amending International Property Maintenance Code Pertaining to Title 15, Chapter 5

From: Planning and Community Development Department

Initiated By: Mike Haynes, Director of Planning and Community Development

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

Action Requested: Adopt Ordinance 3063

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (adopt/deny) Ordinance 3063 pertaining to adoption of the 2009 International Property Maintenance Code.”

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

Staff Recommendation: Staff recommends that the City Commission adopt Ordinance 3063 pertaining to Amendment of Title 15, Chapter 5, to adopt the 2009 edition of the International Property Maintenance Code.

Background: On January 18, 2011, the City Commission accepted Ordinance 3063 on first reading and set a Public Hearing for February 1, 2011. On February 1, 2011, the City Commission opened the public hearing, took testimony, closed the public hearing and scheduled final action on Ordinance 3063 until March 1, 2011. City staff will meet with Mr. Tryon and other interested parties to address questions on the code on February 24, 2011.

The International Property Maintenance Code (IPMC) governs the condition and maintenance of all existing properties, buildings and structures to insure they are safe, sanitary and fit for occupation and use. The City of Great Falls Building Safety Division is proposing to adopt the new 2009 IPMC, which replaces the 2003 edition.

City Commissions in the past have questioned the necessity of the City holding public hearings to adopt new edition building codes adopted by the State, given that the State mandates adoption by local governments. The State agreed that it was a redundant process and now allows local governments to adopt the latest codes by administrative action.

The 2009 International Building Code, the 2009 International Existing Building Code, the 2009 Uniform Plumbing Code, the 2009 International Mechanical Code, the 2009 International Fuel Gas Code, the 2008 National Electrical Code and the 2009 International Energy Conservation Code were adopted by administrative action in 2010.

However, the IPMC, established by the International Code Council (ICC) is not adopted by the State of Montana. It was necessary for the City to hold a public hearing and adopt Ordinance 3063 in order to adopt the new edition IPMC, so that the specific edition (2009) may be referenced and exceptions to certain IPMC subsections be maintained where those provisions duplicate existing City Codes, are not applicable or where terms are inaccurate.

Changes to the new edition International Property Maintenance Code are generally to expand upon and clarify the administration of codes and further define and clarify regulations:

- Clarifies that in a specific case where different sections of the code specify different requirements the most restrictive shall govern;
- Provides an exception to a code provision that would violate the conditions of the listing of an appliance or equipment;
- Provides that provisions shall not be deemed to nullify any provisions of local, state or federal law;
- Allows the *code official* to appoint a deputy and delegate;
- Clarifies the *code official* shall not be liable for costs in a legal action and his/her actions in the lawful discharge of duties shall be provided legal defense;
- Clarifies that the *code official* shall be authorized to render interpretations of the code;
- Clarifies that the owner or owner's representative may request modifications when there are practical difficulties complying with code;
- Requires that reused materials and equipment be in good condition, tested if necessary, and approved by the *code official*;
- Requires that signs, tags and seals posted by the *code official* shall not be tampered with or removed;
- Expands upon conditions or defects that shall constitute a dangerous structure or premise;
- Allows the *code official* to authorize disconnection of utility services where necessary to eliminate an immediate hazard to life or safety;
- Requires that a property owner abate an unsafe building and the *code official* file a report on an unsafe condition;
- Clarifies the *code official's* role in timing of repair, boarding up or demolition of unsafe buildings;
- Adds rules for issuance of stop work orders;
- Adds and revises definitions;
- Expands upon conditions or defects that shall constitute an unsafe building exterior;
- Expands upon conditions or defects that shall constitute an unsafe building interior;
- Establishes conditions under which the components of a structure and equipment within a structure are unsafe;
- Expands upon requirements for handrails and guardrails;
- Adds pest elimination requirements for multiple occupancy buildings;
- Clarifies that clothes dryers must exhaust outside a building;
- Addresses safe sanitary conditions and public access to public restrooms;
- Establishes conditions for and exceptions to the abatement of electrical systems that have been exposed to water;
- Establishes regulation for inspection and testing of elevators, escalators and dumbwaiters; and

- Establishes regulation for inspection, testing and maintenance of fire sprinkler systems.

Regardless of whether building codes are adopted administratively or by ordinance, the Building Safety Division is proactive in terms of advising the development community when new codes will be adopted and become effective, and to discuss changes reflected in the new codes. This is achieved via the Building Safety Division's quarterly newsletter, our website, in handouts at the permit counter, etc.

Concurrences: N/A

Fiscal Impact: Adopting the 2009 International Property Maintenance Code will update standards for condition and maintenance of properties in the city and allow for code enforcement action where warranted. This has benefit to the City in terms of maintaining properties and property values within the City of Great Falls.

Alternatives: The City Commission may or may not adopt Ordinance 3063.

Attachments/Exhibits: Ordinance 3063
New Code Section 15.5.010
Public Notice

ORDINANCE 3063

AN ORDINANCE AMENDING THE OFFICIAL CODE OF THE CITY OF GREAT FALLS (OCCGF), TITLE 15 CHAPTER 5, PERTAINING TO THE INTERNATIONAL PROPERTY MAINTENANCE CODE

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

- Section 1. That Title 15, Chapter 5, Section 010 of the Official Code of the City of Great Falls (OCCGF) pertaining to the International Property Maintenance Code be amended as depicted in Exhibit "A" 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 January 18, 2011.

PASSED, APPROVED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on second reading March 1, 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 3063 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 5
INTERNATIONAL PROPERTY MAINTENANCE CODE

Section:

15.5.010 Adoption

15.5.010 Adoption

The International Property Maintenance Code, 2003 2009 Edition, is adopted and incorporated by reference with the following amendments: Copies of the code are on file in the office of the City Clerk and are available for inspection. Copies may be obtained from the International Code Council, 4051 West Flossmoor Road, Country Club Hills, IL 60478 or their web site www.iccsafe.org.

- A. Subsection 101.1 Title. These regulations shall be known as the International Property Maintenance Code of The City of Great Falls, hereinafter referred to as “this code.”
- B. Subsection 102.3 Application of other codes. Amended to read as follows: Strike the title “International Zoning Code” and insert “City of Great Falls’ zoning ordinance.”
- C. Subsection 103.5 Fees. Strike the words “indicated in the following schedule” and replace with “set by City Commission resolution.”
- D. Subsection 110.4 Salvage Materials. Deleted.
- E. Subsection 201.3 Terms defined in other codes. Shall read as follows: “Where terms are not defined in this code and are defined in the International Building Code, Uniform Fire Code, Uniform Plumbing Code, International Mechanical Code, International Existing Building Code or the 2008 National Electrical Code, such terms shall have the meanings ascribed to them as in those codes”.
- F. Subsection 302.4 Weeds. ~~Shall read as follows: “All premises and exterior property shall be maintained free from weeds or plant growth in excess of eight (8”) inches. All noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.” Second paragraph is deleted. Deleted. Deleted.~~
- G. Subsection 302.8 Motor Vehicles. Deleted.
- H. Subsection 304.14 Insect Screens. Specify time period of May 1st to October 1st.
- I. Subsection 505.1 General. Strike reference to the “International Plumbing Code” and replace with “Uniform Plumbing Code.”
- J. Subsection 602.2 Residential occupancies. Shall read as follows: Dwellings shall be provided with heating facilities capable of maintaining a room temperature of 68°F (20°C) in all habitable rooms, bathrooms and toilet rooms. Cooking appliances shall not be used to provide space heating to meet the requirements of this section.
- K. Subsection 602.3 Heat supply. Every owner and operator of any building who rents, leases or lets one or more dwelling unit, rooming unit, dormitory or guestroom on terms, either expressed or implied, to furnish heat to the occupants thereof shall supply heat to maintain a temperature of not less than 68°F (20°C) in all habitable rooms, bathrooms, and toilet rooms. Exception #1 is deleted. (Ord. 3063, 2011; Ord. 2874, 2004; Ord. 2864, 2003; Ord. 2748, 1998; Ord. 2710 Exh. A), 1996; Ord. 2651 (Exh. B), 1993; Ord. 2627 §1(Exh B) 1992; Ord. 2538 §2(Exh. B), 1989).

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that the City Commission of the City of Great Falls will conduct a Public Hearing on February 1, 2011, at 7:00 P.M. in the Commission Chambers, Civic Center Building, to consider adoption of Ordinance 3063 pertaining to International Property Maintenance Code.

Any person or party interested in providing public comment may do so at the Public Hearing or may provide written comment prior to the hearing by addressing said comments to the City Clerk, City of Great Falls, P.O. Box 5021, Great Falls, MT 59403.

PUBLICATION DATE: January 23, 2011

/s/Lisa Kunz

Planning & Community Development Department
City of Great Falls
PO Box 5021
Great Falls, MT 59403



Item: Ordinance 3070 to Assign City Zoning to 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 accept Ordinance 3070 on first reading and set a public hearing for April 5, 2011, to consider adoption of Ordinance 3070.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (accept/deny) Ordinance 3070 on first reading and set a public hearing for April 5, 2011.”

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

Zoning Commission Recommendation: At the conclusion of a public hearing held May 25, 2010, the Zoning Commission passed a motion recommending the City Commission assign a City zoning classification of PUD Planned unit development district to Northview Addition, Phase 5, upon annexation to the City and approve the modified site plan that deviates from the previously approved site plan.

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.

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 37th Avenue Northeast including the intersection with 12th 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 37th Avenue

Northeast and 6 condominium units along the south side of 37th Avenue Northeast. With the market for condominium units being more attractive than that for conventional units, the applicant proposes to replace the 5 conventional residential lots along the north side of 37th Avenue Northeast with a single lot to contain 6 residential condominium units.

For additional information, please refer to: Vicinity/Zoning Map; a reduced copy of the draft lot and street layout; and a reduced copy of the PUD Site Plan.

Access to subject property will via by 9th Street Northeast. The intersection of 37th Avenue Northeast and 12th Street Northeast and will eventually be accessible via an extension of 12th Street Northeast, 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.

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.

It is proposed that the PUD Planned unit development district site plan submitted with the preliminary plat be modified to allow construction of 6 condominiums on each side of 37th Avenue Northeast, instead of the 5 single-family lots on the north side of the Avenue and 6 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 Zoning Commission passed a motion recommending the City Commission assign a zoning classification of PUD Planned unit development district, to Northview Addition, Phase 5, upon annexation to the City and approve the modified site plan that deviates from the previously approved site plan. No citizens spoke as proponents or opponents during the hearing.

It is anticipated the City Commission, following the public hearing on April 5, 2011, will consider the annexation resolution, an annexation agreement and final plat for Northview Addition, Phase 5, simultaneously with Ordinance 3070.

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 a negligible cost to the City. Any increased costs likely will be covered by increased tax revenues from improved properties.

Alternatives: The City Commission could deny acceptance of Ordinance 3070 on first reading and not set the public hearing. However, such action would deny the applicant due process and consideration of a public hearing, as provided for in City Code and State Statute.

Attachments/Exhibits:

1. Vicinity/Zoning Map
2. Ordinance 3070
3. Reduced copy PUD Site Plan
4. Reduced copy of proposed lot layout

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

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 5th 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:

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:

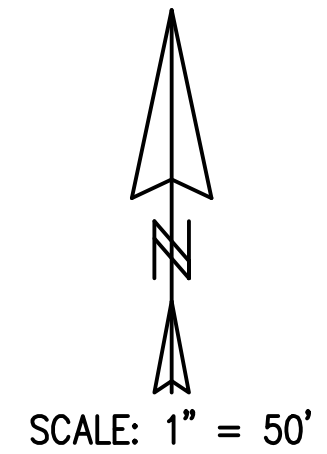
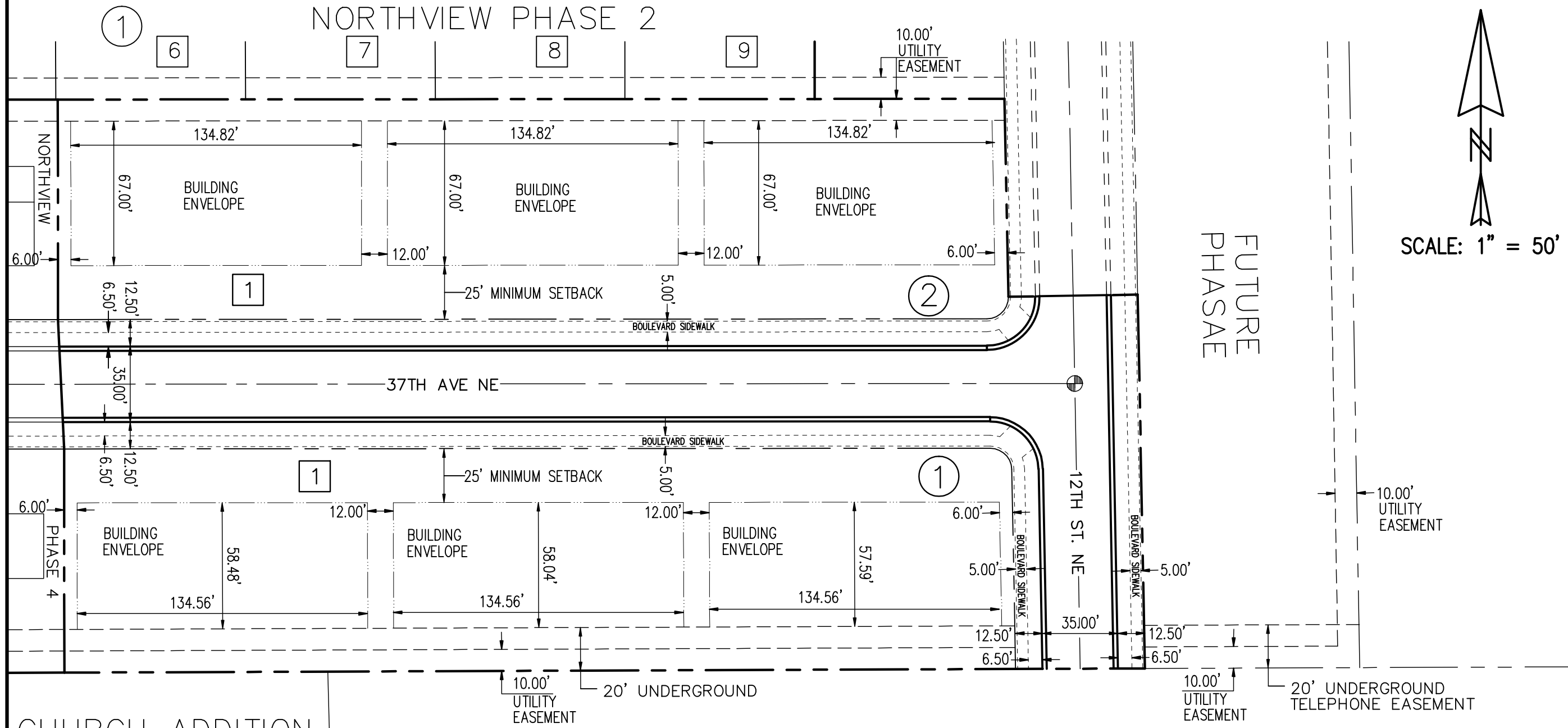
On the Bulletin Board, first floor, Civic Center Building;
On the Bulletin Board, first floor, Cascade County Court House;
On the Bulletin Board, Great Falls Public Library

Lisa Kunz, City Clerk

(CITY SEAL)

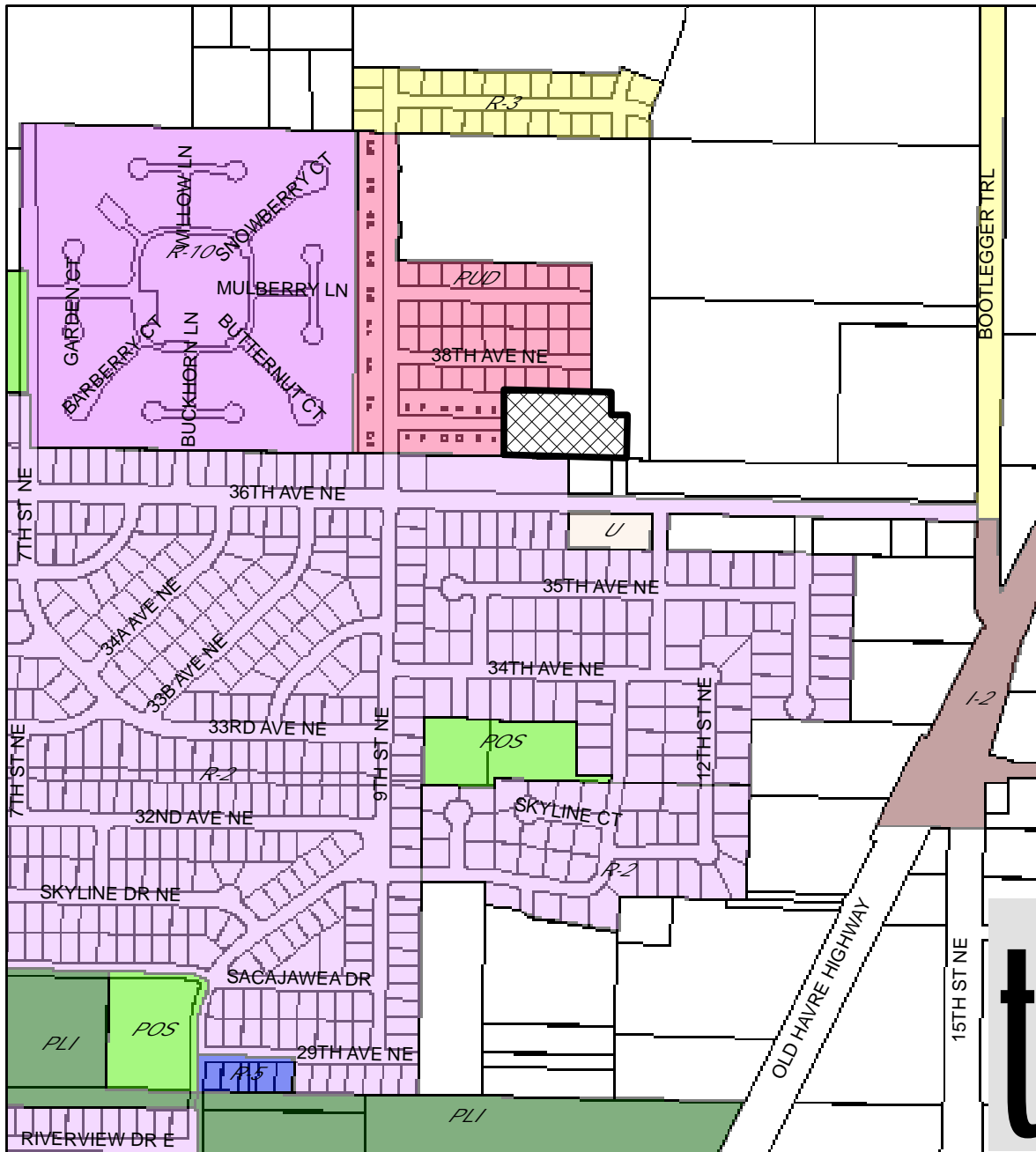
P.U.D. SITE PLAN NORTHVIEW ADDITION PHASE 5

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

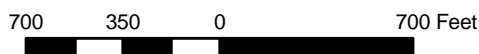


- ① BLOCK NUMBER
- 9 LOT NUMBER

VICINITY ZONING MAP



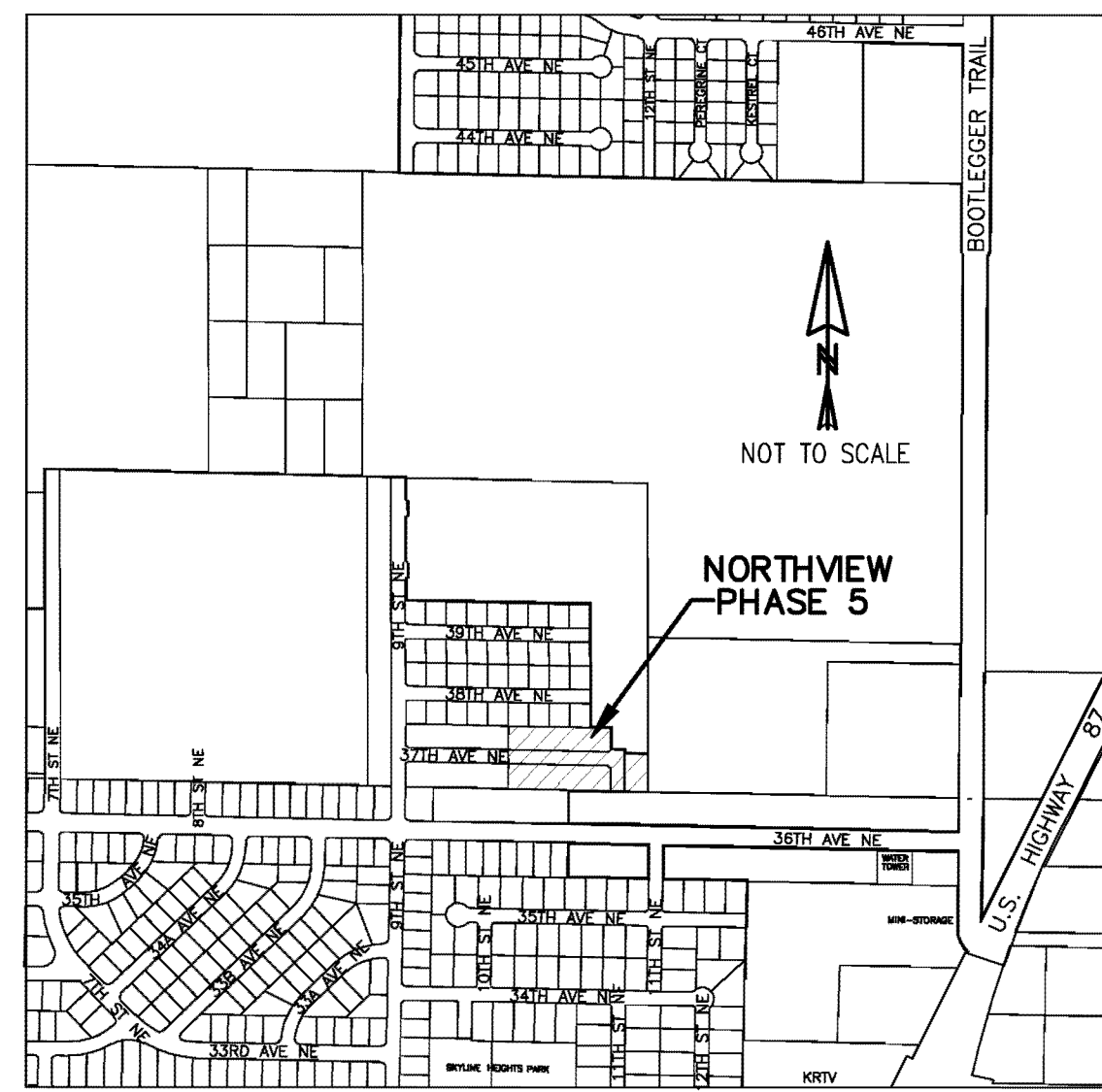
- PROPOSED NORTHVIEW ADDITION PHASE 5 TO BE ANNEXED TO THE CITY AND ASSIGNED A CITY ZONING CLASSIFICATION OF "PUD" PLANNED UNIT DEVELOPMENT DISTRICT UPON ANNEXATION TO THE CITY
- R-2 Single-family medium density
- C-1 Neighborhood commercial
- I-2 Heavy industrial
- R-3 Single-family high density
- PLI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



PLAT OF NORTHVIEW ADDITION — PHASE 5

TO THE CITY OF GREAT FALLS

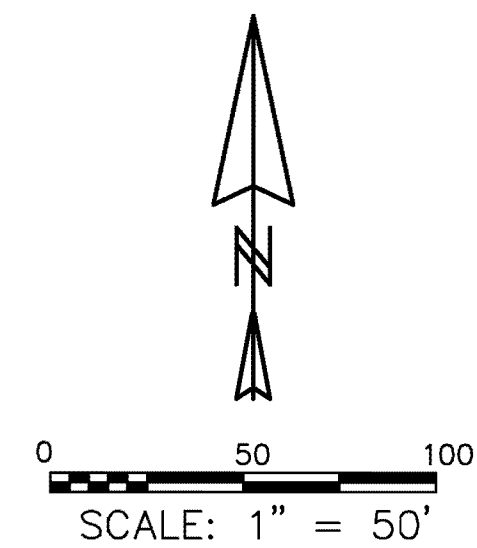
A SUBDIVISION IN THE SE 1/4, SECTION 25, T21N, R3E., P.M. MT, CASCADE COUNTY, MONTANA



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

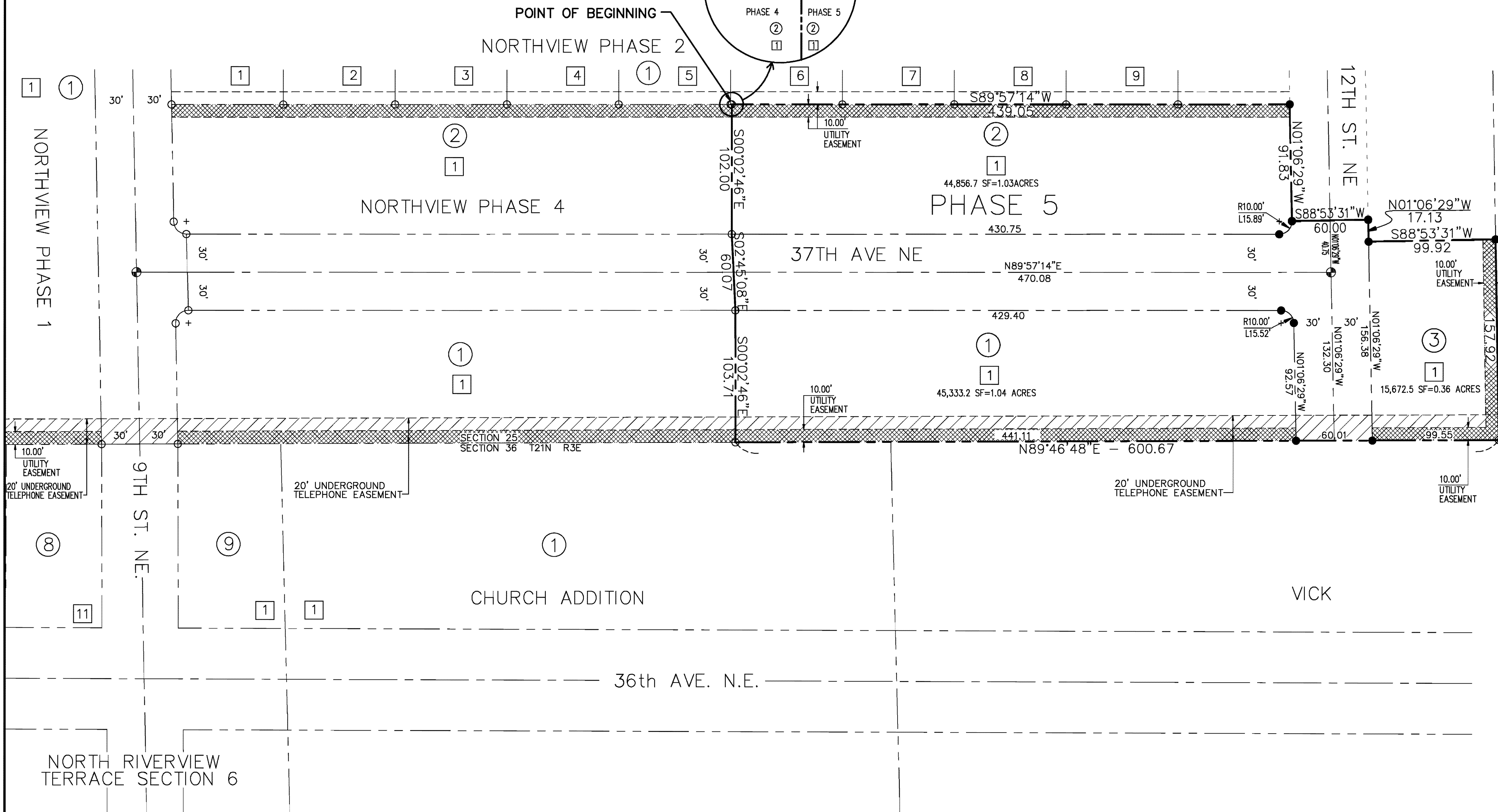
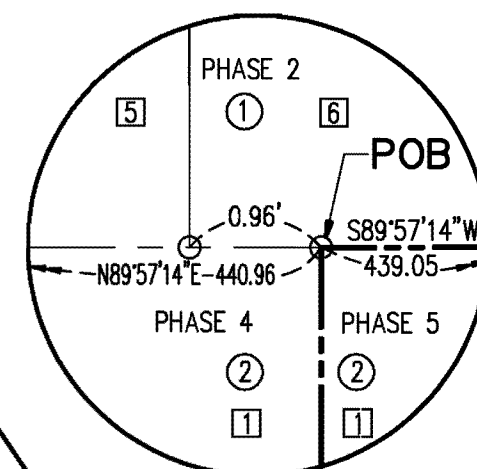


BASIS OF BEARING

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 SE 1/4, 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 S00°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°57'14"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, PERLS
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 is 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 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

**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 12th Street Northeast to 36th 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____

Regular City Commission Meeting

Mayor Winters presiding

CALL TO ORDER: 7:00 PM

PLEDGE OF ALLEGIANCE

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, Deputy City Manager, City Attorney, Directors of Fiscal Services, Planning and Community Development, Public Works, Deputy Director of Park and Recreation, Executive Director of the Housing Authority, Fire Chief, Police Chief and the City Clerk.

**** 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 JUDY ANN TANKINK, NEIGHBORHOOD COUNCIL #4.**
2. **MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

George Littlefield, NC 4, thanked the City and County Commissions and staff for installing the 35 mph speed limit signage on 10th Avenue North.

BOARDS & COMMISSIONS

3. **AMENDED PLAT OF TRACT 3, OF THIRD AMENDED PLAT OF LOT A, REPLAT OF LINCOLN HEIGHTS, SECTION 18, TOWNSHIP 20 NORTH, RANGE 3 EAST (ALBERTSON'S STORE #2037).**

Planning and Community Development Director Mike Haynes reported that this is a request by New Albertson's Inc. to subdivide its property at 10th Avenue South and 23rd Street South – addressed as 2250 10th Avenue South – into two lots. Proposed Lot 3-A encompasses the existing grocery store and most of the parking lot. Proposed Lot 3-B, in the northeast corner of the site, encompasses the fuel center and some associated parking spaces. The subdivision application is driven by the company's federal tax planning strategy and would accrue tax benefit for the applicant. The proposed subdivision will not affect existing uses on the site and proposed Lots 3-A and 3-B meet all standards of the C-2 zoning district in which the property is located including lot size, setbacks, parking and landscaping.

At its January 11, 2011, meeting, the Planning Advisory Board recommended approval of the amended plat.

Commissioner Jones moved, seconded by Commissioner Bronson, that the City Commission approve the Amended Plat of Tract 3, of Third Amended Plat of Lot A, Replat of Lincoln Heights, Section 18, Township 20 North, Range 3 East, Cascade County, Montana, and accept

the Findings of Fact.

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

Commissioner Burow inquired about dividing lots from the alley to the street. Mr. Haynes referred to the lots in the staff report and noted that there are no traffic circulation issues.

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

Motion carried 5-0.

4. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

There were no miscellaneous reports or announcements from representatives of Boards and Commissions.

PUBLIC HEARINGS**5. RESOLUTION 9912, CONDITIONAL USE PERMIT FOR AN INDOOR SPORTS AND RECREATION LAND USE (INDOOR ARCHERY RANGE) AT THE PROPERTY ADDRESSED AS 1205 3RD STREET NORTHWEST.**

Planning and Community Development Director Mike Haynes reported that Resolution 9912 pertains to a proposed conditional use permit to allow an indoor archery range to operate in the M-2 Mixed-Use Transitional zoning district at 1205 3rd Street Northwest. The existing building on Daryl Rogers' property is home to Rogers Jewelers and Outlaw Embroidery that occupy about 3,000 square feet of the building. The indoor archery range would occupy the remaining 3,812 square feet of the building that is currently vacant.

While the total combined parking requirement for the three businesses would technically exceed the 40 paved parking spaces on site, staff has determined the parking to be adequate based on shared use and the different times of the day each business will generate traffic.

The Planning Advisory Board recommended approval of the Conditional Use Permit at its January 11, 2011, meeting.

Mayor Winters declared the public hearing open.

No one spoke in support of or opposition to Resolution 9912.

Mayor Winters closed the public hearing.

Commissioner Bronson moved, seconded by Commissioner Jones, that the City Commission adopt Resolution 9912.

Mayor Winters asked if there was any discussion amongst the Commissioners. Hearing none, Mayor Winters called for the vote.

Motion carried 5-0.

OLD BUSINESS

NEW BUSINESS

6. **RESOLUTION 9914, ESTABLISHING WATER, SEWER AND STORM DRAIN UTILITY SERVICE RATES EFFECTIVE APRIL 1, 2011.**

Public Works Director Jim Rearden reported that the requested action is to set a public hearing for March 15, 2011. Public notices will be published and mailed. The new rates are proposed to take effect on April 1. 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.

Commissioner Jolley moved, seconded by Commissioner Burow, that the City Commission set a public hearing on March 15, 2011, for Resolution 9914 to establish water, sewer, and storm drain utility service rates effective April 1, 2011.

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, commented it was her understanding from the work session that these fee increases would be set for the next five years.

Mr. Rearden responded that staff prepares a five year projection for a capital improvement plan. Approval of Resolution 9914 sets the rates for one year only.

There being no one else to address the Commission, Mayor Winters called for the vote.

Motion carried 5-0.

ORDINANCES/RESOLUTIONS

7. **RESOLUTION 9910, AMENDING RESOLUTION NO. 9484 ESTABLISHING A POLICY CONCERNING APPOINTMENTS TO BOARDS AND COMMISSIONS.**

Deputy City Manager Jennifer Reichelt reported that Resolution 9910 will update the current policy regarding boards and commissions. Proposed changes include eligibility for reappointment, establishing citizens inability to serve simultaneously on more than one board or commission unless otherwise approved, and allowing the City Manager to approve an internal recruitment/appointment procedure.

Commissioner Burow moved, seconded by Commissioner Bronson, that the City Commission adopt Resolution 9910.

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, expressed concern about citizens not being able to serve on more than one board and appointments made by the City Manager. She also inquired what the City Manager's internal appointment procedure would be.

Ms. Reichelt responded that the City Manager's Office would review the individual circumstances and make a recommendation to the City Commission.

Commissioner Jolley clarified that the City Manager does not make appointments to boards. He will prepare a policy for City employees to serve on boards at his discretion. The City Commission makes the appointments.

In response to Commissioner Burow, Ms. Reichelt explained that in order to serve on more than one board, a recommendation would have to come before the City Commission for approval.

Ron Gessaman, 1006 36th Avenue NE, commented that he does not see the sense in passing Resolution 9910, that Resolution 9484 accomplished the same thing, and that neither resolution addressed automatic reappointments without giving others the opportunity to apply.

There being no one else to address the Commission, Mayor Winters called for the vote.

Motion carried 5-0.

CONSENT AGENDA

8. Minutes, February 1, 2011, Commission meeting.
9. Total Expenditures of \$1,866,862 for the period of January 27 through February, 2011, to include claims over \$5,000, in the amount of \$1,641,732.
10. Grant list.
11. Approve cancellation of outstanding and unpaid checks that remain outstanding for a period of one year or longer.
12. Approve Engineering Contract with NCI Engineering Co. for engineering services for the Lift Station #10, #12, and #25 Can Replacements and Miscellaneous Improvements in an amount not to exceed \$175,580. **OF 1457.5**
13. Approve final payments to Coleman Construction, Inc. and the State Miscellaneous Tax Division for the Agri-Business Park Sewer Lift Station #30 Generator Slab & Drainage Improvements in the amount of \$2,225. **OF 1348.8**
14. Approve a two-year addendum for the Municipal Golf Course Concessions Contract with Michelle Kazda, K & M, Inc.
15. Approve bid award for three new 2011 single axle flatbed trucks to Bison Ford of Great Falls in the amount of \$187,542.

Commissioner Jolley moved, seconded by Commissioner Jones, 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.

Ron Gessaman, 1006 36th Avenue NE, pointed out that he is still waiting for an answer to the question he raised during petitions and communications in Item 8, and that payment 15 of 24 was made to Dorsey and Whitney in Item 9. Regarding Item 12, Mr. Gessaman expressed his opposition to NCI or Neil Consultants based on prior engineering services for lift stations, and that this contract should have went out for bids. Mr. Gessaman also reviewed the work history of the lift station in Item 13 since awarded in 2005.

After discussion, Mr. Rearden commented that he would research Mr. Gessaman's comments regarding Item 13 and respond later. But, he reported that City staff feels comfortable with NCI being awarded this work.

With regard to Item 14, Mr. Gessaman commented that he was opposed to granting contract extensions when substantial sums of money are involved without bidding.

Commissioner Jolley agreed with Mr. Gessaman's comment about bidding, but noted she was glad the concessions were run by someone other than the City.

Commissioner Burow suggested a friendly amendment to the main motion that Item 12 be pulled from the agenda and action postponed.

Commissioner Jolley moved, seconded by Commissioner Jones, to approve the Consent Agenda as written, with the exception of Item 12 for separate discussion and vote.

Mayor Winters asked if there were any further inquiries from the public.

Mike Witsoe, 2612 1st Avenue South, concurred with pulling Item 12, suggested postponing Item 14, and inquired if dealerships from out of state submitted bids for Item 15.

Mr. Rearden responded that six bids were received from dealerships within the state.

John Hubbard, 615 7th Avenue South, inquired what checks were being canceled in Item 11. Fiscal Services Director Melissa Kinzler responded vendor checks and two payroll checks that have been outstanding for longer than a year. If someone came forward with proof of identification, the check would be reissued.

There being no one else to address the Commission, Mayor Winters called for the vote regarding approving the Consent Agenda, except for Item 12.

Motion carried 5-0.

Commissioner Burow moved to postpone action on Item 12 until the next Commission meeting.

Motion failed for lack of a second.

Commissioner Jolley moved, seconded by Commissioner Bronson, to approve Consent Agenda Item 12.

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

Commissioner Burow commented that there was no use having public comment if the Commission wasn't going to follow up with their concerns.

Mayor Winters reiterated that Mr. Rearden would look into it and get back to the Commission.

Commissioner Jones noted that he was fine with having the Public Works Director research the issues and report back to the Commission.

Commissioner Burow commented that the Commission is not gaining anything by having it researched and brought back if the contract has already been approved.

Mayor Winters asked if there were any inquiries from the public.

Ron Gessaman, 1006 36th Avenue NE, thanked Commissioner Burow.

There being no one else to address the Commission, Mayor Winters called for the vote.

Motion carried 3-2 (Mayor Winters and Commissioner Burow dissenting).

PETITIONS AND COMMUNICATIONS

16. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

Mayor Winters opened the meeting to Petitions and Communications.

- A. Fallon Watts**, 2125 7th Avenue North, commented that she was recently pulled over for speeding on 10th Avenue North between 38th and 57th Streets. Ms. Watts doesn't believe she was given adequate notice of the reduced speed limit change to 35 mph.

Mayor Winters noted that he had addressed the concerns she expressed to him with appropriate City staff.

City Manager Greg Doyon explained that the speed limit change was the result of this Commission responding to a complaint for well over a year. He also reported that attempts were made to notify the public of the speed limit change.

Ms. Watts inquired why no additional signage was provided after her contact with the City.

Mr. Rearden responded that signs were replaced on the existing poles. Additional flagging or other notice of a speed change could be provided.

- B. John Watts**, 2125 7th Avenue North, suggested it was negligent on the part of the City for not putting a radar controlled sign up warning the public of the reduced speed limit change on 10th Avenue North. He reported that he asked Malmstrom Air Force Base to file a complaint against the City because he believes it was a speed trap. Mr. Watts complimented Kevin Manthey of City 7, and expressed disappointment with the change to ceiling cameras.

City Attorney James Santoro clarified that there were no speed traps; enforcing the law is for public safety. Mr. Doyon added that the Public Affairs Office at Malmstrom Air Force Base was notified about the speed limit change.

- C. Ron Gessaman**, 1006 36th Avenue NE, suggested the City Flag be displayed on the wall for a couple of meetings. He discussed an airline magazine ad depicting Detroit, Michigan, entryway signage wherein every military group was represented on the sign. Mr. Gessaman inquired who would be attending the Southern meeting on Friday. He also inquired how much money ECP lost the month of December.
- D. Fallon Watts**, 2125 7th Avenue North, again discussed the reduced speed limit and commented that when changes are made there needs to be a better plan to support the community.
- E. John Hubbard**, 615 7th Avenue South, commented that he has a hard time giving respect to a Commission that keeps raising taxes. He discussed the recession, raising taxes, and accountability. Mayor Winters reminded him to discuss matters this Commission had control over.
- F. Mike Witsoe**, 2612 1st Avenue South, made note of the new ceiling cameras. Mr. Witsoe also discussed two items contained in the last City Manager's Weekly Review, a letter regarding closed captioning and an Order from the Water Court.

CITY MANAGER

17. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

Mr. Doyon reported that he would be attending the Southern meeting on Friday as the trustee, along with Mayor Winters and Commissioner Jones. He reviewed items on the Southern meeting agenda and advised that, unless directed otherwise, he would be voting no on the power supply agreement under Item V, and if asked, will be voting no to guaranteeing a line of credit under Item VI. He further reported that the City Attorney has requested Southern's long term contracts so that the City could better understand what its requirements were under the contracts. Mr. Doyon commented that, as the Commission knows, he did retain the services of Jim Williams of Basin Creek Power, a well known energy consultant in the State of Montana. He explained that the reason he asked at the last ECP meeting if could hire a consultant was because Southern raised its rates 4.5% in December. His goal is to somehow stop the losses at the level they are occurring. ECP customers are also asking for information about the City's direction with regard to what will occur after June 30. Mr. Doyon concluded that he hoped to schedule a special ECP Board meeting to go over Mr. Williams' findings.

CITY COMMISSION

18. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

There were no miscellaneous reports and announcements from the City Commissioners.

ADJOURNMENT

There being no further business to come before the regular Commission meeting, **Commissioner Bronson moved, seconded by Commissioner Jolley, that the regular meeting of February 15, 2011, be adjourned at 8:26 p.m.**

Motion carried 5-0.

Mayor Winters

City Clerk

Minutes Approved: March 1, 2011



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

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 FEBRUARY 10 - 23, 2011	848,063.77
MUNICIPAL COURT ACCOUNT CHECK RUN FOR FEBRUARY 9 - 15, 2011	106,540.32
MUNICIPAL COURT ACCOUNT CHECK RUN FOR FEBRUARY 16 - 22, 2011	2,015.00
WIRE TRANSFERS FROM FEBRUARY 10 - 16, 2011	1,021,157.32
WIRE TRANSFERS FROM FEBRUARY 17 - 23, 2011	<u>51,545.87</u>
TOTAL: \$	<u><u>2,029,322.28</u></u>

GENERAL FUND

OTHER ADMIN

EVCO SOUND AND ELECTRONICS	CITY COUNCIL AUDIO, CAMERA, AND VIDEO SYSTEM UPGRADE	20,370.00
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SPECIAL REVENUE FUND

SUPPORT & INNOVATION

GREAT FALLS BUSINESS	JAN 2011 TAX DISTRIBUTION	9,611.40
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PARK & RECREATION SPECIAL REVENUE

OLYMPUS TECHNICAL SERVICES INC	CENTENE LIGHT COLLAPSE CLEAN UP	7,248.50
OLYMPUS TECHNICAL SERVICES INC	CENTENE LIGHT COLLAPSE DISPOSAL AND ADMINISTRATIVE CHARGES	5,893.46

FEDERAL BLOCK GRANTS

DICK OLSON CONSTRUCTION INC	MATERIALS & LABOR FOR HANDICAP ACCESSIBLE BATHROOM EAGLE FALLS GOLF COURSE CLUBHOUSE	7,425.00
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ENTERPRISE FUNDS

WATER

MT DEPT OF TRANSPORTATION	10TH AVE SOUTH RECONSTRUCTION	15,077.50
K & N ELECTRIC MOTORS INC	DISASSEMBLE, CLEAN, & INSPECT	5,234.84
	PUMP #1 HIGH SERVICE MOTOR	
STELLING ENGINEERS INC	DESIGN & PLANS FOR MT EGG ANNEX.	9,167.09
	WATER MAIN (SPLIT AMONG FUNDS)	

SEWER

STELLING ENGINEERS INC	DESIGN & PLANS FOR MT EGG ANNEX.	9,167.09
	SEWER LINE (SPLIT AMONG FUNDS)	

STORM DRAIN

THOMAS, DEAN & HOSKINS	PMT #2 FOR NW GREAT FALLS STORM	11,550.00
	DRAINAGE STUDY & IMPROVEMENT	

ELECTRIC

SOUTHERN	PMT OF ENERGY SUPPLY EXPENSE JAN 11	650,000.00
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PARKING

APCOA/STANDARD PARKING	MARCH 2011 COMPENSATION	25,339.82
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RECREATION

CORPORATE IMAGES INC	ICE BREAKER T-SHIRTS	13,723.56
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INTERNAL SERVICES FUND

HEALTH & BENEFITS

BLUE CROSS/BLUE SHIELD	HEALTH INS CLAIMS FEB 8 - 14, 2011	303,182.45
BLUE CROSS/BLUE SHIELD	ADMIN, REINS, AND COBRA FEB 2011	52,054.51
BLUE CROSS/BLUE SHIELD	HEALTH INS CLAIMS FEB 15 - 21, 2011	51,545.87

CENTRAL GARAGE

MOUNTAIN VIEW CO-OP	FUEL	25,963.21
SUPERIOR TIRE INC	24 - 11R22.5 HANKOOK DM04 16PR TIRES	6,292.80

CC FACILITY SERVICES

A T KLEMENS INC	5TH PMT HVAC SYSTEM FOR MANSFIELD	33,417.45
	THEATER	

TRUST AND AGENCY

COURT TRUST MUNICIPAL COURT

CITY OF GREAT FALLS FINES & FORFEITURES COLLECTIONS 104,046.32

PAYROLL CLEARING

STATE TREASURER	MONTANA TAXES	34,025.44
ICMA RETIREMENT TRUST	EMPLOYEE CONTRIBUTIONS	11,673.92
FIREFIGHTER RETIREMENT	FIREFIGHTER RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	43,778.71
STATEWIDE POLICE RESERVE FUND	POLICE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	54,182.52
PUBLIC EMPLOYEE RETIREMENT	PUBLIC EMPLOYEE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	88,198.21
POLICE SAVINGS & LOAN	EMPLOYEE CONTRIBUTIONS	11,579.00
1ST INTERSTATE BANK	FEDERAL TAXES, FICA & MEDICARE	152,450.69
AFLAC	EMPLOYEE CONTRIBUTIONS	11,706.99

UTILITY BILLS

MONTANA WASTE SYSTEMS JANUARY 2011 CHARGES 51,077.33

CLAIMS OVER \$5000 TOTAL: \$ 1,824,983.68

Selection Criteria:

From Date : 02/10/2011

To Date : 02/23/2011

or

From Period :

To Period :

Bank Code : 01

Page Break by Fund: Y

Include Vendor No.: Y

Print Recap Only .: N

CHECK DATE	CHECK NUMBER	VENDOR#	NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
02/16/2011	212379	77	GREAT FALLS TRIBUNE	PRINTING & PUBLISHING	100-1111-511.32-99		2/2011	171.30
				PRINTING & PUBLISHING	100-1414-511.32-51		2/2011	50.20
							Total	221.50
02/16/2011	212380	81	QWEST	COMMUNICATION SERVICES	100-2141-522.31-99		2/2011	302.03
				PHONE BILL FOR FAX 727806	100-1361-512.31-31		2/2011	44.44
							Total	346.47
02/16/2011	212381	82	NORTHWESTERN ENERGY	January 2011 charges	100-6433-562.34-12		2/2011	7.10
				January 2011 charges	100-6433-562.34-12		2/2011	7.31
				January 2011 charges	100-6433-562.34-12		2/2011	7.10
				January 2011 charges	100-6433-562.34-12		2/2011	7.10
				January 2011 charges	100-6433-562.34-12		2/2011	7.12
				December 2010 charges	100-6411-561.34-12		2/2011	20.61
				January 2011 charges	100-6433-562.34-12		2/2011	7.18
				January 2011 charges	100-6433-562.34-12		2/2011	7.12
				January 2011 charges	100-6433-562.34-12		2/2011	14.92
				January 2011 charges	100-6433-562.34-12		2/2011	7.12
				January 2011 charges	100-6433-562.34-12		2/2011	46.42
				January 2011 charges	100-6433-562.34-12		2/2011	7.12
				January 2011 charges	100-6433-562.34-12		2/2011	7.20
				January 2011 charges	100-6433-562.34-12		2/2011	7.10
				January 2011 charges	100-6433-562.34-12		2/2011	7.10
				January 2011 charges	100-6433-562.34-12		2/2011	7.12
				January 2011 charges	100-6433-562.34-12		2/2011	10.85
				January 2011 charges	100-6433-562.34-12		2/2011	7.10
							Total	199.79
02/16/2011	212383	87	SKYLINE VETERINARY CLIN	RABIES CERT # 82412	100-0000-268.90-01		2/2011	15.00
							Total	15.00
02/16/2011	212391	142	NORTHWEST PIPE FITTINGS	REPAIR & MAINT SERVICES	100-1493-511.36-99		2/2011	86.69
							Total	86.69
02/16/2011	212393	173	ALLEGRA PRINT & IMAGING	PROFESSIONAL SERVICES	100-1111-511.35-99		2/2011	39.44
				50 WARNING NOTICES	100-2141-522.21-11		2/2011	17.14
							Total	56.58
02/16/2011	212394	198	MASCO JANITORIAL SUPPLY	OPERATING SUPPLIES	100-2111-522.22-99		2/2011	39.99
							Total	39.99
02/16/2011	212397	289	S & C AUTO INC	EVIDENCE TOWING EXPENSE	100-2114-522.35-99		2/2011	225.00
							Total	225.00
02/16/2011	212400	367	PICKWICK'S OFFICE WORKS	PROFESSIONAL SERVICES	100-1495-511.35-99		2/2011	119.00
				OFFICE SUPPLIES	100-2111-522.21-99		2/2011	265.82
				OPERATING SUPPLIES	100-2112-522.22-99		2/2011	82.82
				OPERATING SUPPLIES	100-2115-522.22-93		2/2011	165.64
				OPERATING SUPPLIES	100-2115-522.22-99		2/2011	82.82
				OFFICE SUPPLIES	100-2125-522.21-99		2/2011	2.77
				OFFICE SUPPLIES	100-1471-511.21-99		2/2011	331.12
							Total	1,049.99

CITY OF GREAT FALLS, MONTANA

AGENDA: 11

COMMUNICATION TO THE CITY COMMISSION

DATE: March 1, 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: Lisa Kunz, City Clerk

ACTION REQUESTED: Ratification of Contracts through the Consent Agenda

MAYOR'S SIGNATURE: _____

CONTRACT LIST

	DEPARTMENT	OTHER PARTY (PERSON OR ENTITY)	PERIOD	FUND	AMOUNT	PURPOSE
A	City Manager	Jim Williams Basin Creek Power Services, LLC	02/08/2011 – 02/28/2011		\$100/hour – not to exceed \$10,000	Professional Services Agreement for analysis of electric utility rates and power supply agreements OF 1472

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

**AGENDA: 12
DATE: March 1, 2011**

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

PRESENTED BY: Lisa Kunz, City Clerk

ACTION REQUESTED: Ratification of Lien Releases through the Consent Agenda

MAYOR’S SIGNATURE: _____

LIEN RELEASES

	DEPARTMENT	OTHER PARTY (PERSON OR ENTITY)	PERIOD	FUND	AMOUNT	PURPOSE
A	Fiscal Services	Daniel D. Carter	Current	513-3165-532-3599	\$642.46	Partial Release of Resolution #9765 to Levy and Assess Unpaid Utility Services located at 608 1 st Avenue South, Lot 3, Block 373, GFO. Parcel #195000

B	Fiscal Services	Daniel D. Carter	Current	513-3165-532-3599	\$672.16	Partial Release of Resolution #9860 to Levy and Assess Unpaid Utility Services located at 608 1 st Avenue South, Lot 3, Block 373, GFO. Parcel #195000
C	Fiscal Services	Leta A. Murray (formerly Larry E. Frates)	Current	513-3165-532-3599	\$72.30	Partial Release of Resolution #9895 to Levy and Assess Properties - Unpaid Utility Services, Lot 9, Blk. 33, GFO. Parcel No. 41200
D	Fiscal Services	Secretary of HUD (formerly Donna M. Wendt)	Current	513-3165-532-3599	302.54	Partial Release of Resolution #9895 to Levy and Assess Properties - Unpaid Utility Services, NE $\frac{1}{4}$ of, NW $\frac{1}{4}$ of Lot 4, Blk. 553, GF 6 th Addition. Parcel No. 284550
E	Fiscal Services	Greg S. and Adria M. Strable (formerly John Dowson, Jr.)	Current	513-3165-532-3599	\$26.55	Partial Release of Resolution #9895 to Levy and Assess Properties - Unpaid Utility Services, Lot 8, Blk. 12, Eagles Crossing, Phase II. Parcel No. 740650
F	Fiscal Services	Leta M. Murray (formerly Larry E. Frates)	Current	237-3131-532-3599	\$400	Partial Release of Resolution #9896 for Assessing the Cost of Removal and Disposal of Nuisance Weeds, Lot 9, Blk. 133, GFO. Parcel No. 41200

G	Fiscal Services	Jeromey A. Howard	Current	237-3131-532-3599	\$200	Partial Release of Resolution #9896 for Assessing the Cost of Removal and Disposal of Nuisance Weeds, Lot 9, Blk. 181, GF 1 st Addition. Parcel No. 74700
H	Fiscal Services	William D. Hightower	Current	237-3131-532-3599	\$400	Partial Release of Resolution #9896 for Assessing the Cost of Removal and Disposal of Nuisance Weeds, Lot 3, Blk. 23, Bel View Palisades. Parcel No. 429856
I	Fiscal Services	Justin Hendricks	Current	237-3131-532-3599	\$200	Partial Release of Resolution #9762 for Assessing the Cost of Removal and Disposal of Nuisance Weeds, Lot 2, Blk. 225, GF 11 th Addition. Parcel No. 103200
J	Fiscal Services	Gary A. and Gloria J. Dotseth	Current	513-3165-532-3599	\$284.66	Partial Release of Resolution #9765 to Levy and Assess Unpaid Utility Services located at 2718 2 nd Avenue North, Lot 5, Blk. 285, GF 12 th Addition. Parcel No. 142250

K	Fiscal Services	Jane Brown	Current	513-3165-532-3599	\$174.95	Partial Release of Resolution #9765 to Levy and Assess Unpaid Utility Services located at 1017 2 nd Avenue South, W ½ Lot 10, Blk. 377, GF 1 st Addition. Parcel No. 198250
L	Fiscal Services	Federal National Mortgage Association (formerly Kyle R. & Natalie Lajoie)	Current	513-3165-532-3599	\$723.57	Partial Release of Resolution #9895 to Levy and Assess Unpaid Utility Services located at 1712 8 th Avenue North, Lot 4, Blk. 119, GF 3 rd Addition. Parcel No. 29400
M	Fiscal Services	Federal National Mortgage Association (formerly Kyle R. & Natalie Lajoie)	Current	237-3131-532-3599	\$200	Partial Release of Resolution #9896 for Assessing the Cost of Removal and Disposal of Nuisance Weeds, Lot 4, Blk. 119, GF 3 rd Addition. Parcel No. 29400
N	Fiscal Services	Patricia Welling	Current	237-3131-532-3599	\$200	Partial Release of Resolution #9861 for Assessing the Cost of Removal and Disposal of Nuisance Weeds, Lot 11, Blk. 498, GFO. Parcel No. 269550



Item: West Bank Master Plan

Initiated By: Park & Recreation Department

Prepared & Presented By: Marty Basta, Park and Recreation Director

Action Requested: Set Public Hearing to Consider Adoption of the West Bank Park Master Plan

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission set a public hearing to Consider Adoption of the West Bank Park Master Plan for March 15, 2011.”

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

Staff Recommendation: Staff recommends that the City Commission set a public hearing to Consider Adoption of the West Bank Park Master Plan for March 15, 2011.

Background: On December 2, 2002 the City Commission approved a contract with Landmark Landscape Architects to design improvements for West Bank Park. During the environmental assessment process of the design improvements, it was discovered that propane storage tanks in the vicinity of West Bank Park would require mitigation prior to any construction expenditures in the Park. Housing and Urban Development (HUD) was a source of funding for the project. HUD regulations prohibit expenditures of Federal funds on projects located within the blast area of hazardous substances. Mitigation measures ranging from burying to relocating the tanks were estimated to cost from \$200,000 to \$300,000 at that time. It was agreed to by the City’s project team to forgo the mitigation measures due to the available budgeted funds and the desire to use funds on public improvements rather than for mitigation. It was agreed the construction funds proposed for the West Bank Park improvements would be diverted to improvements at Elk’s Riverside Park. The initial master planning work for West Bank Park would be the only HUD grant funds expended for West Bank Park.

On March 20, 2007 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 West Bank Urban Renewal Plan states “The Missouri River and the associated West Bank Park are the defining features of the West Bank Urban Renewal District. Not only do these resources make the area more attractive for investment and overall community renewal, but they are intrinsic to the quality of

life in the City of Great Falls and the surrounding region. They offer scenic and recreational opportunities for both residents and visitors to Great Falls.”

The guiding principles to the Plan are:

- The plan for the West Bank Urban Renewal District should foster economic development and job creation.
- The improvement of the overall environmental quality of the West Bank Urban Renewal District is critical.
- Protection and enhancement of the West Bank Park and the Missouri River, which form the eastern boundary of the District, are key in the redevelopment of the West Bank Urban Renewal District.

The West Bank Urban Renewal Plan lists seven goals; goal number 4 is directly related to West Bank Park:

Goal #4

Maintain and improve West Bank Park within the West Bank Urban Renewal District

Strategies:

- Prepare and implement a park improvement plan that addresses:
 - Pedestrian and vehicular access
 - Vegetation and habitat
 - Trail & pedestrian use within the park
 - Connections to the River’s Edge Trail system
 - Maintenance
 - Implementation of tools and resources
- Work with adjacent property owners and developers to address Park access, visual integration with adjoining developers/uses, and maintenance.

The Parks and Recreation Department advertized regionally for proposals from qualified consultants to update the West Bank Park Master Plan. Much of the work conducted in the 2002 plan is still valid and will be applied to the Plan update.

Seven consulting firms from around the region submitted proposals. Proposals were opened on December 11, 2009 and reviewed by a selection committee made up of City staff and a Park Advisory Board member. Submittals were independently scored and, of the seven submittals, CTA Architects was the unanimous choice of the selection committee. Contract negotiations were conducted between CTA and City staff based on services requested by the City for the Master Plan update. Services provided by CTA include:

1. Base Information/Data Collection
2. Key Informant Interviews
3. Conduct a Survey
4. Town Hall Meeting
5. Steering Committee Meeting
6. Design Charette
7. Draft Master Plan
8. Present Draft and Revise as Necessary
9. Present Master Plan at a Public Meeting
10. Fundraising

The West Bank Park Master Plan process began in June of 2010. The focus throughout the process has been to encourage public participation through programming meetings, survey's, and design charrettes.

On January 18, 2011 the final draft of the West Bank Park Master Plan was presented to the City Commission at a work session 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.

Concurrences: On Monday February 14, 2011 the Park and Recreation Advisory Board voted unanimously to recommend that the City Commission adopt the West Bank Park Master Plan.

Fiscal Impact: If the City Commission adopts the West Bank Park Master Plan, staff will work with CTA Architects to pursue funding for the proposed park improvements. Potential funding sources identified within the Plan include State, Federal and private grants.

Alternatives: The City Commission could deny the adoption proposed West Bank Park Master Plan.



Item: Park and Recreation Exclusive Beverage Agreement

From: Park & Recreation Department

Prepared By: Patty Rearden, Deputy Park & Recreation Director

Presented By: Marty Basta, Park & Recreation Director

Action Requested: Approve Award of Agreement for Exclusive Beverage Rights

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission award/reject the Park and Recreation Exclusive Beverage Agreement to Pepsi Cola Bottling Company of Great Falls and authorize the City Manager to execute the agreement.”

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

Staff Recommendation:

Staff recommends the City Commission approve contract award to Pepsi Cola Bottling Company of Great Falls for Exclusive Beverage Rights at all Park and Recreation facilities.

Background:

The City of Great Falls Park and Recreation Department requested proposals for a five (5) year exclusive beverage agreement at Park and Recreation facilities, including the concessions at the Electric City Water Park and vending privileges at all Park and Recreation facilities. Current locations of vending machines include the Electric City Water Park, Morony Natatorium Pool, Jaycee Pool, Water Tower Pool, Community Recreation Center, Gibson Park, Riverside Railyard and Broadwater Bay. Also included in the agreement is the support from Pepsi for the Ice Breaker Road Race, providing post race lunches for 3,000-3,500 participants.

Proposals were submitted by Pepsi Cola Bottling Company of Great Falls and Coca Cola Bottling of Montana. A committee consisting of the Deputy Park and Recreation Director, the Parks Superintendent, the Aquatics Supervisor and a member of the Park and Recreation Advisory Board met on Tuesday, February 8 at 3:00 p.m. The proposals were opened and rated individually by the Committee and total scores were tallied. It was the recommendation of the Committee to award the exclusive beverage agreement to the Pepsi Cola Bottling Company of Great Falls.

Pepsi's proposal included the best financial package in addition to an excellent promotional package benefiting the operations of Park and Recreation. The Request for Proposals (RFP) was divided into three separate areas, with the areas rated separately and an overall score for all three areas. The three areas included: 1) all aquatics facilities, 2) Ice Breaker Road Race, and 3) vending machines at all other Park and Recreation Facilities. A summary of the Pepsi Cola Bottling Company proposal is attached. Total value of the proposal is estimated at \$247,650 over five years. Park and Recreation continues to look towards alternate revenue sources and expense reductions to keep citizens' admission costs affordable.

Concurrences: The Park and Recreation Advisory Board voted unanimously to recommend that the City Commission approve the proposed agreement with Pepsi Cola Bottling of Great Falls at their February 14, 2011 Meeting

Fiscal Impact:

The estimated value of the proposal over the five year period is \$247,650.

Alternatives:

The alternative would be to deny award of the agreement and not take advantage of an exclusive beverage arrangement.

Attachments: Proposal Summary
Proposal Tabulation

Park and Recreation Exclusive Beverage Rights Proposal Summary

Electric City Water Park

Annual Cash Payment

2011	\$4,100
2012	\$4,200
2013	\$4,300
2014	\$4,400
2015	\$4,500

Payment due May 1st of each year.

Other Considerations (Proposal Approach)

Beverage Cup Proposal:

1. Water Park Logo on 160,000 cups
 - a. Included \$1.00 off coupon in past years – Park & Rec discretion
 - b. Circulated throughout the Golden Triangle for 12 weeks (June-August)
 - c. Value: \$4,800-\$9,600 (based on industry standard of 3-6 cents per impression)

Summer of FunShine Proposal:

1. Summer long sweepstakes program
 - a. Includes radio and/or TV advertising
 - b. In conjunction with other summer activities such as Voyagers and Montana State Fair
 - c. Prizes/promotions (Summer long remotes at ECWP in the past, average 6)
 - d. Estimated value of \$20,000

Aquatics Amenities (\$1,250 annually plus umbrellas)

1. \$500 per year for purchase of aquatic amenities such as tubes, balls, boards, and lounge chairs
2. Six (6) new patio umbrellas per year
3. \$750 per year for employee t-shirts

Equipment Provided:

1. Post mix fountain equipment
2. Frozen beverage machines
3. Coolers for bottled product
4. Ice machine
5. Event trailers and portable fountain units provided for any special events, sales promotions or radio remotes.
Provide banners to advertise such events
6. Provide additional equipment as needed

Signs

1. Will provide uniform signage for the Electric City Water Park, Natatorium, Jaycee and Water Tower Pools (estimated first year cost of \$2,500-3,500)

2. Will provide updates and maintenance as needed. Will budget \$250 per year for sign repair upkeep and new signage.

Service:

1. Service
 - a. Local number for service calls
 - b. Service provided locally. 7 days a week, 24 hours per day
 - c. Cell numbers of managers and salesman provided

Products and Prices

1. List of products and prices provided; prices to be reviewed annually

Beverage Vending Machines

25%, paid quarterly

Currently located:

- Electric City Water Park (3)
- Morony Natatorium (2)
- Jaycee Pool (1)
- Water Tower Pool (1)

Ice Breaker Road Race

Lunch Provided for Ice Breaker

1. 3,000-3,500 lunches provided
 - a. Sandwich with meat and cheese, fruit, chips, drink
 - i. Vegetarian lunches also provided.
 - b. Prepared and distributed by Pepsi staff

Vending Proposal

1. 25%, paid quarterly
2. Equipment provided, serviced and maintained.
3. Respond to issues within 24 hours
4. Will insure that as new products are introduced to the market, the items will be available in the vending machines.

Currently located:

- Community Recreation Center (3)
- Gibson Park (2)
- Riverside Railyard (2)
- Broadwater Bay (1)

Park and Recreation Exclusive Beverage Rights
(Received February 7, 2011, by 5:00 p.m.)
Total Scores

TOTAL OVERALL:	Pepsi	Coke
1. Minimum Requirements (Meets minimum requirements)	<u>325</u>	<u>285</u>
2. Proposal Approach (Additional proposal characteristics)	<u>410</u>	<u>320</u>
3. Financial Considerations (Financial aspects to proposal)	<u>460</u>	<u>300</u>
Total	<u>1,195</u>	<u>905</u>

Main Proposal (Aquatics Facilities):	Pepsi	Coke
4. Minimum Requirements (Meets minimum requirements)	<u>100</u>	<u>95</u>
5. Proposal Approach (Additional proposal characteristics)	<u>140</u>	<u>70</u>
6. Financial Considerations	<u>160</u>	<u>80</u>
Total	<u>400</u>	<u>245</u>

Park and Recreation Exclusive Beverage Rights
(Continued)

Ice Breaker Road Race Proposal:	Pepsi	Coke
1. Minimum Requirements (Meets minimum requirements)	<u>100</u>	<u>100</u>
2. Proposal Approach (Additional proposal characteristics)	<u>140</u>	<u>140</u>
3. Financial Considerations	<u>160</u>	<u>160</u>
Total	<u>400</u>	<u>400</u>

Beverage Vending Proposal:	Pepsi	Coke
1. Minimum Requirements (Meets minimum requirements)	<u>100</u>	<u>95</u>
2. Proposal Approach (Additional proposal characteristics)	<u>135</u>	<u>110</u>
3. Financial Considerations	<u>160</u>	<u>65</u>
Total	<u>395</u>	<u>270</u>

PARK AND RECREATION EXCLUSIVE BEVERAGE AGREEMENT

THIS EXCLUSIVE BEVERAGE AGREEMENT, made and entered into this ___ day of _____ 2011, by and between the City of Great Falls, Montana, a municipal corporation, hereinafter referred to as "City", and Pepsi Cola Bottling Company of Great Falls hereinafter referred to as "Pepsi".

WITNESSETH:

WHEREAS, after requesting proposals for an exclusive beverage agreement for all Park and Recreation facilities including all aquatics facilities, the City has accepted the proposal and qualifications of *Pepsi*, and,

WHEREAS, the parties hereto have reached an agreement of providing exclusive beverage distribution rights for all City of Great Falls Park and Recreation facilities.

1. PURPOSE

It is the intent of the City to provide an exclusive beverage operation at the Electric City Water, and Natatorium, Jaycee and Water Tower Pools; as well as vending rights for all Park and Recreation facilities; and benefits to the Ice Breaker Road Race.

2. TERM OF AGREEMENT

The term of this agreement shall be for five (5) years, beginning May 1, 2011 through April 30, 2015. This agreement may be terminated with just cause prior to the expiration of the five year term by either party giving written notice not less than ninety (90) days prior to the annual anniversary date of this lease. Further, the City retains the right to terminate this contract after the completion of any season for any reason that is deemed necessary by the City with written notice.

3. AQUATICS PROPOSAL

Pepsi agrees to:

a) Pepsi agrees to provide cash support of the Electric City Water Park in the following amounts:

2011	\$4,100
2012	\$4,200
2013	\$4,300
2014	\$4,400
2015	\$4,500

Payment is due May 1st of each year.

b) Pepsi agrees to provide uniform signage as specified for the Electric City Water Park, Natatorium, Jaycee and Water Tower Pools for installation in 2011, at an estimated value of \$2,500-\$3,500, with touch up or replacements as needed in years two through five.

c) Pepsi agrees to provide six umbrellas per year.

d) Pepsi agrees to provide Park and Recreation identified t-shirts each year for use by aquatics employees at an estimated value of \$750 per year.

e) Pepsi will annually create a "summer season" beverage cup to promote the Electric City Water Park. The cups (estimated 160,000 cups) will be used throughout the Golden Triangle market area for 12 weeks, beginning in June and ending in late August.

f) Pepsi will work with local radio and/or television stations to put together a summer long sweepstakes. Pepsi will work with the City as well as other venues to provide prizes and execute the program.

g) Pepsi agrees to pay the City 25% of gross revenue from all vending machines, to be paid quarterly.

City agrees to:

a) The City shall cause the products purchased from Pepsi to be exclusively available at the facilities, including all concessions and vending machine locations. No competitive products shall be made available in the facilities.

b) The City shall cause all menu boards and concession dispensing beverages on the premises of the facility to carry advertising panels provided by Pepsi mentioning products that are clearly visible to the purchasing public.

c) The City shall grant to Pepsi the exclusive concession rights to all City aquatic activities and require all outside parties serving premix fountain products to use Pepsi Cola trademark cups, products and carbon dioxide supplied only from Pepsi.

d) The City shall grant to Pepsi the exclusive vending rights at the facilities. City agrees that Pepsi shall have the right to place and keep on location, vending machines in mutually agreed upon locations at the swimming pools. 2011 machines/locations include:

- Electric City Water Park (3)
- Morony Natatorium (2)
- Jaycee Pool (1)
- Water Tower Pool (1)

4. EQUIPMENT AND PRICING

Pepsi will provide vending machines needed at the Aquatic Facilities (Electric City Water Park, Natatorium, Water Tower and Jaycee Pools).

Pepsi will provide the post mix fountain equipment and frozen beverage machines for the concessions at the Electric City Water Park. Pepsi will also provide visa coolers for bottled products. Pepsi will continually monitor sales, and work with the Park and Recreation Department to determine any additional equipment needs.

Package	Price
5 gallon post mix	\$57.40
3 gallon post mix	\$35.61
3 gallon frozen slushy beverages	\$54.45
20 pound CO2 tank	\$20
5 gallon premix tanks for special events	\$20

Bottled	Quantities	Price
20 oz. CSD	24	\$24
20 oz AquaVista Water	24	\$18
Ocean Spray Juice	12	\$15
Lipton Tea	12	\$15
SoBe Life Water and Juice	12	\$15
Gatorade, 20 oz.	24	\$24
Hogwash, 20 oz.	12	\$12
Rockstar/Amp, 16 oz.	24	\$40
Can/ CSD, 12 oz.	24	\$9

Cups		
16 oz. cups	1,000	\$65
24 oz. cups	1,000	\$71
32 oz. cups	480	\$58
44 oz. cups	480	\$60
Lids		
16-22 oz. lids	2,000	\$51
32 oz. lids	960	\$44
44 oz. lids	960	\$44
Other		
9 inch straws	1,200	\$15
32 oz hard plastic cups	52	\$48

Pepsi reserves the right to review prices annually on the anniversary date of the contract and adjust the prices taking account of the same level of discounting from Pepsi's wholesale prices then in effect. Price increases will reflect only the cost increases of materials and labor for Pepsi.

Pepsi agrees to pay a vending machine commission of 25% of gross sales each year, to be paid quarterly.

5. ICE BREAKER PROPOSAL

Pepsi will provide lunch for the Ice Breaker Road Race each year:

- a. 3,000-3,500 lunches provided
 1. Sandwich with meat and cheese, fruit, chips, drink
 - i. A few vegetarian lunches also provided.
 2. Prepared and distributed by Pepsi staff

City will provide the following sponsorship benefits:

- Sponsor banner at Convention Center during registration Saturday and Sunday, and during awards ceremony and lunch on Sunday.
- Sponsor banner (20'6" x 3') listing Ice Breaker Sponsors at finish line.
- Sponsor logo printed on 3,600 Ice Breaker long sleeved t-shirts.
- Sponsor logo printed on 3,500 Ice Breaker medals for race participants.
- Sponsor logo printed on 10,000 full color Ice Breaker brochures.
- Sponsor logo printed in all newspaper ads.
- Sponsor logo printed on Ice Breaker Billboards (2).
- Sponsor logo printed on Ice Breaker Roadside Signs (6).
- Sponsor logo printed on Ice Breaker Posters.
- Sponsor logo on Ice Breaker web site.
- Booth space at the Convention Center on Saturday, April 16 during registration.
- Special recognition of Sponsor in all Ice Breaker press releases.
- Special recognition of Sponsor in TV and radio promotions and interviews.
- Special recognition of Sponsor at all Ice Breaker related events including announcements at the kickoff of each race and at the finish line of each race, and special recognition at the Awards Ceremony in the Convention Center following the race.

- Reduced cost on race registration for Sponsor's employees.
- City of Great Falls/Park and Recreation reserves the right to modify sponsor benefits with written notification.

6. VENDING PROPOSAL

a) The City shall grant to Pepsi the exclusive vending rights at all Park and Recreation facilities. Current locations (in addition to aquatics facilities) include:

- Community Recreation Center (3)
- Gibson Park (2)
- Riverside Railyard (2)
- Broadwater Bay (1)

b) Pepsi agrees to pay City 25% of gross revenue from all vending machines, to be paid quarterly.

c) Pepsi will provide, service and maintain all equipment; and will respond to issues within 24 hours.

d) Pepsi will insure that as new products are introduced to the market, the items will be available in the vending machines.

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

CITY OF GREAT FALLS

PEPSI-COLA BOTTLING COMPANY
OF GREAT FALLS

Gregory T. Doyon, City Manager

Wayne Thares, General Manager

ATTEST:

(Seal of the City of Great Falls)

Lisa Kunz, City Clerk

APPROVED FOR LEGAL CONTENT:

James W. Santoro, City Attorney

STATE OF MONTANA)
County of Cascade : ss.

City of Great Falls)

On this ____ day of _____, 2011, before me, a Notary Public in and for the State of Montana, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same.

IN WITNESS THEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(NOTARIAL SEAL)

Notary Public for the State of Montana
Printed Name: _____
Residing at Great Falls, Montana
My Commission Expires: _____



Item: Boys and Girls Club of Cascade County HVAC Renovation, O.F. 1620

From: Park & Recreation Department

Prepared By: Patty Rearden, Deputy Park & Recreation Director

Presented By: Marty Basta, Park & Recreation Director

Action Requested: Award Contract to Central Plumbing & Heating for the Boys and Girls Club of Cascade County HVAC Renovation

Suggested Motion:

1. Commissioner moves:

“I move the City Commission (award/reject) a contract to Central Plumbing & Heating for the Boys and Girls Club of Cascade County HVAC Renovation in the amount of \$72,866, and authorize the City Manager to execute the contract.”

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

Staff Recommendation:

Staff recommends the City Commission approve contract award in the amount of \$72,866 to Central Plumbing & Heating for the Boys and Girls Club of Cascade County HVAC Renovation. O.F. 1620,

Background:

The Boys and Girls Club of Cascade County applied for and received a 2010/2011 CDBG grant in the amount of \$82,673 for the renovation of the heating, ventilation and air conditioning (HVAC) system located at the Westside Community Center, 600 1st Avenue S.W. The Westside Community Center is owned by the City of Great Falls and is administered by the Park and Recreation Department. L’Heureux Page Werner Architects Engineers designed the renovation project. The proposed HVAC system would have replaced an old boiler/hot water system, which is inefficient and in poor condition, with a rooftop HVAC system. The proposed project did not include air conditioning, but had the capability of providing air conditioning in the future improvements.

L’Heureux Page Werner was paid \$6,113.09 for design and bid specifications for the project, leaving a balance of \$76,559.91. The original bid opening was held on January 19, at 3:00 p.m. Five businesses submitted bids; the lowest bid was provided by Tri-County Mechanical and

Electrical in the amount of \$109,819. There was a \$33,259.09 short fall in CDBG grant money to fully fund the project.

The City Commission rejected the bids on February 1, 2011, and the project was rebid with a base bid and three additive alternates. The bid opening was held on February 14 at 3:00 p.m. Five bids were received. There is enough funding available to award the base bid only. Central Plumbing & Heating was the low bid. The base bid includes three rooftop units that service the office and two activity rooms. The unfunded additive alternates are as follows: Additive Alternate No. 1 includes one rooftop unit to heat the stage and computer room area; Additive Alternate No. 2 includes two rooftop units to heat the gym; Additive Alternate No. 3 would install a unit heater in the basement to heat just that area.

Awarding the base bid only will require separation of the existing boiler heating system; the steam pipes running to the office and two activity rooms will be capped. The remainder of the building will continue to be heated by the boiler.

Fiscal Impact:

\$6,113.09 has been spent out of City of Great Falls' 2010/2011 CDBG funds for design and bid specifications for the project, leaving a balance of \$76,559.91 in the project to award the contract. L'Heureux Page Werner provided professional services to rebid the project at no additional cost to the City.

Alternatives:

The only alternative would be to identify more funding for the project; the Boys and Girls Club of Cascade County is unable to accomplish the fundraising needed to proceed with the full project at this time.

Attachment: Bid Tabulation

COMBINED BID TABULATION

Project: Boys & Girls Club of Cascade County – HVAC Renovation

LPW No.: 10-003-001

Bid Date: 02/14/11



Addenda: None

CONTRACTOR	B & B Heating & Air Conditioning 415 Vaughn Rd. Great Falls, MT 59404	AT Klemens 814 12 th Street North Great Falls, MT 59401	Brennen Heating & Cooling 815 21 st Street NW Great Falls, MT 59404	Palagi Plumbing 1127 Wire Mill Road Black Eagle, MT 59414
MT License Number	4703	1891	8415	No Bid
Bid Security	10%	10%	10%	
BASE BID	\$72,951	\$73,360	\$75,850	
Additive Alternate No. 1	\$14,821	\$14,824	\$15,560	
Additive Alternate No. 2	\$25,746	\$25,463	\$27,320	
Additive Alternate No. 3	\$2,750	\$2,582	\$3,970	

COMBINED BID TABULATION

Project: Boys & Girls Club of Cascade County – HVAC Renovation
 LPW No.: 10-003-001

Bid Date: 02/14/11

Addenda: None



CONTRACTOR	Central Plumbing & Heating 3701 River Drive North Great Falls, MT 59405			
MT License Number	4443A			
Bid Security	10%			
BASE BID	\$72,866			
Additive Alternate No. 1	\$14,044			
Additive Alternate No. 2	\$22,630			
Additive Alternate No. 3	\$2,608			



Agenda # 16
Commission Meeting Date:
March 1, 2011

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Final Payment – 11th Street SW Mill and Overlay, O. F. 1573.7
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 the 11th Street SW Mill and Overlay, O. F. 1573.7 in the amount of \$5,055.88 to United Materials of Great Falls, Inc., and \$51.07 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: One bid was received and opened for this project on June 2, 2010.

Bid Amount: United Materials of Great Falls, Inc. submitted the low bid of \$102,870.00.

Commission Award Date: The City Commission awarded the contract to United Materials on June 15, 2010.

Final Payment: The final project cost is \$102,139.00 which is \$731.00 less than the amount that was awarded and approved. This difference was due to less adjusting of utility manholes and water valve boxes than originally planned in order to match the new street grade.

Project Work Scope

Approximately 5,950 square yards of asphalt pavement was milled and overlaid. This work included milling down the existing asphalt two inches and then placing reinforcing

fabric and a two inch thick asphalt overlay back. Several manholes and valve boxes were also adjusted to meet asphalt grade. These manholes and valve boxes had been too low or too high, causing uneven paving surfaces.

Conclusion

City staff has verified that United Materials 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 August 16, 2010. The delay between substantial completion and final pay was due to the final pay application only recently being submitted by the contractor.

Fiscal Impact:

This project was funded through Street Maintenance 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.)



Item: Change Order No. 1 and Final Payment: 35th Street South Sanitary Sewer Upsizing, O. F. 1420

From: Engineering Division

Initiated By: Public Works Department

Presented By: Jim Rearden, Public Works Director

Action Requested: Approve Change Order No. 1 and Final Payment

Suggested Motion:

1. Commissioner moves:

"I move the City Commission approve Change Order No. 1 for \$27,582.10 and final payments of \$36,367.65 to David W. Kuglin Construction (Kuglin) and \$367.35 to the State Miscellaneous Tax Division for the 35th Street South Sanitary Sewer Upsizing, O. F. 1420, and authorize the City Manager to execute the necessary documents and make the payments."

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

Staff Recommendation: Approve Change Order No. 1 and Final Payment.

Background:

Original Bid Opening Date: Five bids were received and opened for this project on July 7, 2010.

Bid Amount: Kuglin submitted the low bid of \$184,670.00.

Commission Award Date: The City Commission awarded the contract to Kuglin on July 20, 2010.

Change Order: A change in the project scope requested by the City added work and requires a change order in the amount of \$27,582.10, bringing the total project amount to \$212,252.10.

Final Payment: The final project cost is \$212,252.10, which includes this change order.

Project Work Scope

The original sanitary sewer in 35th Street South was installed as a part of the Special Improvement District for the Charles Russell Addition in 1955. The main was installed at depths of up to 22 feet in order to serve the subdivision. This is a fairly deep main, and construction was difficult since most of the excavation was in very hard rock.

Over the last few years, a series of sewage backups into homes occurred in this neighborhood. Insurance claims were filed, costing the City and its insurance carrier over \$90,000. It was likely that future claims would have been settled through the legal process rather than by insurance.

Investigations of the problem revealed deterioration in the trunk sewer main pipe and manhole bases in 35th Street South. The specific problems were cracking and sags in the main, as well as eroded inverts in the manhole bases. These problems are the result of natural deterioration that occurs over time with the types of materials used, although flaws in the original construction were also involved. Unfortunately, some of these defects precluded the use of trenchless rehabilitation methods, which would have been less expensive and much faster. It must also be pointed out that the deterioration and depth of the mains made camera inspection difficult and not completely effective.

The project was designed to increase the size and slope of the sewer main in 35th Street South from 15th to 13th Alleys South. These improvements increased the flow capacity of the pipe while eliminating current problems and reducing future maintenance issues. About 30 feet of main in 14th Alley South was also slated for replacement in order to remove a sag that was contributing to the backups. However, the camera inspection revealed that this main was made of PVC, meaning that it had been replaced fairly recently. It appeared that the problem of the sag was just at the manhole, and could be taken care of when the manhole was replaced. Thus, this work was removed from the project prior to bidding.

When construction started, unforeseen conditions immediately became apparent. At the first manhole, a large area had previously been backfilled with washed rock. This loose material slid into the excavation, resulting in a massive hole. Several pipes that were not shown on any of the old plans became exposed and had to be taken care of. When the excavation reached 14th Alley South it was found that in addition to the sag at the manhole, the remainder of the newer PVC main extending into the alley had also sunk. With the pipe exposed and the excavation partly opened, it was decided to also replace this piece of pipe rather than rebid the work and risk more sewage backups. Besides the added pipe replacement, elevations of the new pipes running into the new manholes had to be adjusted.

The excavation at 14th Alley South also revealed that the pavement in the street had been cut and patched repeatedly. Some of this was done over the years for utility work, although storm drainage problems had also caused damage. In order to remedy pavement defects in this immediate area and other lesser problems along the remainder of the project area, the street division requested that some additional pavement be removed and replaced. Fortunately, the unit cost of this work under the contract was quite reasonable.

The additional work resulted in the following changes to the contract price:

- Asphalt pavement replacement, 335 square yards: \$7,370.00
- 8 inch sewer main replacement, 33 linear feet: \$3,234.00
- Manhole #1 elevation adjustments: \$ 548.00

- Manhole #2 elevation adjustments: \$9,118.10
 - Manhole #3 backfill unknown pipes: \$7,312.00
- Total Changes: \$27,582.10

In summary, this project replaced 840 lineal feet of existing 8-inch vitrified clay sewer main with new 12-inch PVC sewer main and replaced 33 lineal feet of 8-inch sewer lateral main. Two existing manholes were removed and replaced, one existing manhole was refurbished, two sewer services were reconnected to the new main, the pavement was replaced, and the site restored to original condition. The biggest challenges on this project were working in rock at depths ranging from 12 to 23 feet and bypass pumping the existing sewage flows.

Conclusion

City staff recommends approving this change order with Kuglin in the amount of \$27,582.10. This change order increases the contract amount from \$184,670.00 to \$212,252.10. The two year warranty period started at the time of substantial completion which was October 8, 2010.

Fiscal Impact:

Replacement of this main will reduce maintenance man hours and resources needed to clean and re-establish good flow in the deteriorated sewer main. It should also reduce or eliminate the chance of sewer backups with resulting insurance claims.

The Master Sewer Projects Fund was used to fund this project, with the exception of the additional pavement replacement which will be paid by the Street Fund.

Attachments/Exhibits:

Change Order No. 1 and Final Payments (Not available online; on file in the City Clerk's Office.)



Item: One New 2011 Backhoe/Loader
From: Tom Hugg, Vehicle Maintenance Supervisor
Initiated By: Public Works Department
Presented By: Jim Rearden, Public Works Director
Action Requested: Award Bid

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/reject) the bid award for one new 2011 backhoe/loader to Titan Machinery of Great Falls for \$65,942.00, including trade-in”

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

Staff Recommendation: Staff recommends that the City Commission award the bid for one new 2011 backhoe/loader to Titan Machinery of Great Falls for \$65,942.00, including trade-in.

Background:

Purpose

This unit will be used in the Park & Recreation Division for maintenance.

Evaluation and Selection Process

The specifications were advertised two times in the Great Falls Tribune, placed on the City of Great Falls website, and mailed to five prospective bidders. The bids were opened on February 16, 2011, with four bidders responding, one no bid and one with an alternate bid. All bidders were in-state.

The low bid submitted by Tractor & Equipment was incomplete with nine specifications left unmarked. The next lowest bid by Titan Machinery (2nd bid) had two areas in the specifications that were not acceptable, the bucket capacity and the digging force.

Staff recommends accepting the trade-in offer by Titan Machinery of \$18,825 for the City's 1994 Caterpillar 910F loader with 6300 hours.

Conclusion

The bid by Titan Machinery meets all specifications as written for the backhoe/loader.

Fiscal Impact: Funds for its purchase were provided in the FY 2011 Central Garage Budget. This purchase is within the budgeted amount of \$93,140.

Alternatives: Reject the bids for one new 2011 backhoe/loader.

Attachments/Exhibits: Bid List, Bid Tab.

**BACKHOE LOADER
BID LIST**

Modern Machinery
P.O. Box 16660
Missoula, MT 59808

Titan Machinery
1215 38th St. N.
Great Falls MT 59405

Tri State Truck & Equipment
5024 Tri – Hill Frontage Road
Great Falls, MT 59404

Tractor & Equipment
P.O. Box 2147
Great Falls, MT 59403

RDO Equipment
4900 Tri – Hill Frontage Road
Great Falls, MT 59404

