



City Commission Agenda

for

September 1, 2009

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

PROCLAMATIONS

National Preparedness Month

PRESENTATIONS

Certificate of Achievement for Excellence in Financial Reporting

Award for Outstanding Achievement in Popular Annual Financial Reporting

NEIGHBORHOOD COUNCILS

1. Miscellaneous reports and announcements.

PUBLIC HEARINGS

2. Res. 9855, Vacate 30th Street Northwest. Action: Conduct public hearing and adopt or deny Res. 9855. (*Presented by: Bill Walters*)
3. Res. 9857, Vacate 4th Alley South within Block 419, Great Falls Original Townsite. Action: Conduct public hearing and adopt or deny Res. 9857. (*Presented by: Bill Walters*)
4. Res. 9860, Levy and Assess Properties for Unpaid Utility Services. Action: Conduct public hearing and adopt or deny Res. 9860. (*Presented by: Coleen Balzarini*)
5. Ord. 3043, to Revise the Description of the Boundary of the International Airport Tax Increment Financing Industrial District. Action: Conduct public hearing and adopt or deny Ord. 3043. (*Presented by: Bill Walters*)

OLD BUSINESS

6. Central Place Revitalization Urban Renewal Tax Increment District. Action: Remove from the table and approve or deny list of projects. (*Presented by: Coleen Balzarini*)
7. Amended Plat of Block 21 & Lots 1-10, Block 22, Highland Park Addition and Vacated Rights-of-Way. (*Presented by: Bill Walters*)
 - A. Resolution 9858 and 9859, Annexes said property. Action: Remove Res. 9858 and 9859 from the table and adopt or deny Resolution 9858 and Resolution 9859 and approve or disapprove the Amended Plat, Findings of Fact and Annexation Agreement.
 - B. Ordinance 3040, Assigns Zoning classification of M-1 Mixed use district and grants conditional use permit to allow a contractor yard, type

- II. Action: Remove Ord. 3040 from the table and adopt or deny Ordinance 3040.
8. Ord. 3044, Social Host Ordinance. Action: Remove Ord. 3044 from the table and adopt or deny Ord. 3044 as amended. (***Presented by: Chad Parker***)

NEW BUSINESS

9. Contract for Water Rights Procurement. Approves a Professional Services agreement with PBS&J to determine the availability of suitable water rights. Action: Approve or deny Agreement. (***Presented by: Jim Rearden***)

ORDINANCES/RESOLUTIONS

10. Ordinance 3045, Creating Title 2, Chapter 51 of the Official Codes of the City of Great Falls, Establishing a Youth Council. Action: Adopt or deny Ord. 3045. (***Presented by: Patty Cadwell***)
11. Res. 9852, Levy and Assess Properties within the Business Improvement District. Action: Adopt or deny Res. 9852. (***Presented by: Coleen Balzarini***)
12. Res. 9853, Levy and Assess Properties within the Tourism Business Improvement District. Action: Adopt or deny Res. 9853. (***Presented by: Coleen Balzarini***)
13. Res. 9861, Levy and Assess the Cost of Removal and Disposal of Nuisance Weeds in the City of Great Falls, Montana, from July 1, 2008, through June 30, 2009. Action: Adopt or deny Res. 9861. (***Presented by: Coleen Balzarini***)
14. Res. 9862, Annual Special Improvement District (SID) Revolving Fund Analysis. Action: Adopt or deny Res. 9862. (***Presented by: Coleen Balzarini***)
15. Res. 9863, Resolution relating to \$750,000 Wastewater System Revenue Bonds (DNRC Wastewater System State Revolving Loan Program), consisting of \$390,700 subordinate lien taxable Series 2009A Bond and \$359,300 Series 2009B Bond; Authorizing the issuance and fixing the terms and conditions thereof. Action: Adopt or deny Res. 9863. (***Presented by: Coleen Balzarini***)

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.*

16. Minutes, August 18, 2009, Commission meeting.
17. Total Expenditures of \$1,527,975 for the period of August 1-26, 2009, to include claims over \$5000, in the amount of \$1,259,804
18. Contracts list.
19. Grants list.
20. Set public hearing for September 15, 2009, on Res. 9865, Cost Recovery for Hazardous Sidewalk at 2226 7th Avenue North.
21. Approve Labor Agreement with the Painters Local #260.
22. Award contract for the 2009 CDBG Community Recreation Center Electrical Retrofit to Cascade Electric in the amount of \$34,350.

23. Approve the Mansfield Theater Lobby Exclusive Concessions Agreement with the Sparkettes of Montana.
24. Approve Final Payment to Shumaker Trucking and Excavating Contractors Inc. and the State Miscellaneous Tax Division in the amount of \$14,223.62 for the Third Avenue Northwest Roadway Improvements, Phase 1 – Easterly.
25. Approve Final Payment to Shumaker Trucking and Excavating Contractors Inc. and the State Miscellaneous Tax Division in the amount of \$6,173.60 for the Skyline Heights Storm Drain Improvements.
26. Approve Project list for use of House Bill 645 Funds.
27. Approve the Bay Drive Trail project for funding with Transportation Enhancement funds available through the American Recovery and Reinvestment Act of 2009 and the ARRA Project Agreement Modifications for the Bay Drive Bike/Ped Path project.
28. Approve Addendum Agreement for Pine Hill PUD

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

BOARDS & COMMISSIONS

29. 2009 Community Transportation Enhancement Program – Prioritized Projects. Action: Approve or disapprove List. (***Presented by: Bill Walters***)
30. Minor Plat Forest Glen South Business Park Addition. Action: Approve or deny Minor Plat and Findings of Fact. (***Presented by: Bill Walters***)
31. Amended Plat, Variances and Findings of Fact, all related to Lot 6, Block 3, Community Hall Addition. Action: Approve or disapprove Amended Plat, variances, and Findings of Fact. (***Presented by: Bill Walters***)
32. Miscellaneous reports and announcements.

CITY MANAGER

33. Miscellaneous reports and announcements.

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*)

34. Miscellaneous reports and announcements.

CITY COMMISSION

35. Miscellaneous reports and announcements.

MOTION TO ADJOURN



Item: Public Hearing - Resolution 9855 to Vacate 30th Street Northwest

From: Charles Sheets, Planner I

Initiated By: Paul F. Vanhorn, Owner of Abutting Private Property

Presented By: Bill Walters, Interim Planning Director

Action Requested: City Commission conduct Public Hearing and adopt Resolution 9855.

Public Hearing:

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

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (adopt/deny) Resolution 9855 subject to the applicant causing the appropriate amended plat to be prepared, executed and filed.”

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

Staff Recommendation: After meeting with the applicant on July 16, 2009, representatives of the Public Works, Community Development and Planning Departments concurred in recommending the City Commission approve the vacation of 30th Street Northwest, subject to the applicant having an Amended Plat prepared, including: a) incorporation of correction of any errors or omissions noted by staff; b) provision of a notification clause regarding soil conditions; and c) provision of easements as recommended by the City Engineer.

Background: The Planning Office is in receipt of an application from Paul F. Vanhorn, regarding the vacation of 30th Street Northwest abutting his property addressed as 2915 Central Avenue West, and legally described as the West 90 feet of Block 9, Sun River Park Addition.

The involved right-of-way of 30th Street Northwest was dedicated to the public as a part of the Sun River Park Addition filed with the County Clerk and Recorder on December 30th, 1915 and annexed to the City of Great Falls as a part of Resolution 4790, May 9, 1955. The west boundary of 30th Street Northwest is the city limits. The involved right-of-way is a dead end,

graveled, street. The applicant acquired the three parcels abutting 30th Street Northwest in the early 1990's and has been using the right-of-way as a driveway for his residence, two residential trailers and shop/storage buildings that he leases to others. Two of the three parcels are outside the City limits. The applicant will provide access and utility easements across the vacated right-of-way to serve the three abutting parcels. The applicant intends to fence and screen the properties to provide security.

For additional information, please refer to the attached Vicinity/Zoning Map and preliminary amended plat.

A water main exists in the abutting portion of Central Avenue West. The previous property owner extended water lines from 2915 Central Avenue West to the trailer units and shop/storage building. No sanitary sewer mains exist in the vicinity, so all the structures are served by septic tank/drain fields.

Concurrences: Representatives from the City's Public Works and Community Development Departments have been involved throughout the review and approval process for this request.

Fiscal Impact: Vacation of the dead end street relieves the City of any maintenance responsibility.

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

Attachments/Exhibits:

1. Vicinity/Zoning Map
2. Resolution 9855
3. Preliminary Amended Plat

Cc: Jim Rearden, Public Works Director
Dave Dobbs, City Engineer
Paul Vanhorn, 2915 Central Avenue West, Great Falls MT 59404-4046

RESOLUTION 9855

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, TO VACATE 30TH STREET NORTHWEST, ABUTTING THE WEST 90 FEET OF BLOCK 9, SUN RIVER PARK ADDITION, IN ACCORDANCE WITH THE PROVISIONS OF SECTION 7-14-4114, MONTANA CODE ANNOTATED

* * * * *

WHEREAS, the subdivision plat of Sun River Park Addition, dedicated seventy (70) foot wide right-of-way for 30th Street Northwest abutting Block 9, Sun River Park Addition; and,

WHEREAS, Paul F. Vanhorn, owns the property adjoining 30th Street Northwest and has requested said right-of-way be vacated; and,

WHEREAS, it is determined retention and eventual improvement of 30th Street Northwest serves no practical or functional purpose; and,

WHEREAS, an Amended Plat of the West 90 feet of Block 9, Sun River Park Addition & Vacated Right-of-Way, has been prepared which reflects the aggregation of the western portion of said Block 9 and the requested vacated right-of-way into a single parcel; and,

WHEREAS, the City Commission of the City of Great Falls, Montana, duly and regularly passed and adopted on the 4th day of August, 2009, Resolution 9854 entitled;

A RESOLUTION OF INTENTION BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, TO VACATE 30TH STREET NORTHWEST, ABUTTING THE WEST 90 FEET OF BLOCK 9, SUN RIVER PARK ADDITION, IN ACCORDANCE WITH THE PROVISIONS OF SECTION 7-14-4114, MONTANA CODE ANNOTATED AND DIRECTING NOTICE TO BE GIVEN AS PROVIDED BY LAW

WHEREAS, the City Clerk of said City, forthwith caused notice of said Resolution 9854 to be:

1) published in the Great Falls Tribune, the newspaper published nearest the right-of-way proposed to be vacated; and

2) posted in three public places, stating therein the time and place the City Commission shall hear all persons relative to said proposed vacation.

WHEREAS, a hearing was held by the City Commission of the City of Great Falls on the 1st day of September, 2009, at 7:00 P.M. in the Commission Chambers of the Civic Center, Great Falls, Montana, where said Commission heard all persons relative to the proposed vacation of a dedicated seventy (70) foot wide right-of-way of 30th Street Northwest abutting Block 9, Sun River Park Addition.

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

That the dedicated seventy (70) foot wide right-of-way for 30th Street Northwest abutting Block 9, Sun River Park Addition is hereby vacated; and,

BE IT FURTHER RESOLVED BY SAID CITY COMMISSION that this Resolution shall become effective thirty (30) days after its passage and approval or upon filing in the office of the Cascade County Clerk and Recorder, the Amended Plat consolidating the vacated right-of-way with the adjacent West 90 feet of Block 9, Sun River Park Addition.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on this 1st day September, 2009.

Dona R. Stebbins, Mayor

ATTEST:

Lisa Kunz, City Clerk


(CITY SEAL)


APPROVED FOR LEGAL CONTENT:




City Attorney

VICINITY/ZONING MAP



 WEST 90 FEET OF BLOCK 9, SUN RIVER PARK ADDITION PROPOSED TO BE COMBINED WITH RIGHT-OF-WAY REQUESTED TO BE VACATED

 30TH STREET NORTHWEST REQUESTED TO BE VACATED

 City Limits  R-1 Single-family suburban  PLI Public Lands and Institutional

340 170 0 340 Feet




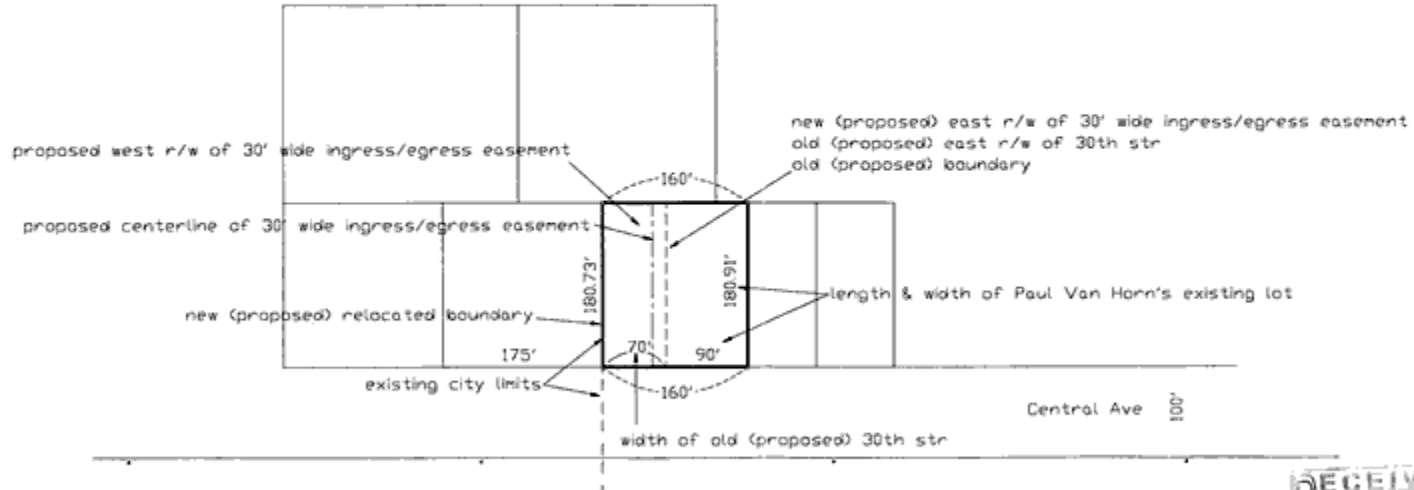
 Tracts of land outside City



EXHIBIT OF PROPOSED RELOCATION OF BOUNDARY BETWEEN PAUL VAN HORN
 AND VACATED 30TH STREET IN THE SUN RIVER PARK ADDITION, S09, T20N, R03E, BLOCK 009, W90' BLK 9





Item: Public Hearing - Resolution 9857, to Vacate 4th Alley South within Block 419, Great Falls Original Townsite

From: Charles Sheets, Planner I

Initiated By: Southern Foods Group, L.P., Owner of Abutting Private Property

Presented By: Bill Walters, Interim Planning Director

Action Requested: City Commission conduct Public Hearing, adopt Resolution 9857, and approve the Amended Plat and Findings of Fact.

Public Hearing:

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

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (adopt/deny) Resolution 9857 and (approve/deny) the Amended Plat of Lots 1-14, Block 419, Great Falls Original Townsite and Vacated 4th Alley South and the accompanying Findings of Fact subject to fulfillment of the conditions stipulated by the Planning Board.”

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

Planning Board Recommendations: During a meeting held July 14, 2009, the Planning Board passed a motion recommending the City Commission approve the vacation of 4th Alley South between 3rd and 4th Streets, the Amended Plat of Block 419, Great Falls Original Townsite and Findings of Fact, subject to the Amended Plat including: a) incorporation of correction of any errors or omissions noted by staff; b) provision of a notification clause regarding soil conditions; and c) provision of easements as recommended by the City Engineer.

Background: The Planning Office is in receipt of applications from Southern Foods Group, L.P., regarding the following:

- 1) Amended Plat of Lots 1-14, Block 419, Great Falls Original Townsite and vacated 4th Alley South, all in Section 12, Township 20 North, Range 3 East, Cascade County, Montana.
- 2) Vacate 4th Alley South between 3rd & 4th Streets South.

The Meadow Gold Dairies facility occupies the entire block bordered by 3rd & 4th Avenues South and 3rd & 4th Streets. The Dairy has loading docks that open up on the alley which is periodically blocked with truck trailers which are being loaded and unloaded. To stream-line a part of the operation, the Dairy would like to construct a concrete pad that would be elevated about 12 inches and level to place a trash compactor and trash receiver container across a portion of the existing dedicated 4th Alley South.

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

The applicant and City staff discussed the vacation of the alley at a pre-application meeting held on June 3, 2009. Staff concurred that discontinuation of said right-of-way would not be detrimental to the public interest provided a utility easement is retained for the existing sanitary sewer and other utilities currently located within the alley.

The dairy operation has been conducted on portions of Block 419 since 1916. Block 419 is zoned M-2 Mixed-use transitional district and the current industrial operation conducted upon said block is considered a legal conforming use. As such, the existing industrial use is allowed to expand or to be re-established, if damaged, provided development and appearance standards under the purview of the Design Review Board are met. The applicant presented the proposed Amended Plat and alley vacation to Neighborhood Council 7 during a meeting held June 8, 2009. The Council tabled the matter and reconsidered the request on July 13, 2009. At the time of writing this Agenda Report, no comments had been received from Council 7.

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: Action on this item will not involve any additional services on the part of the City. Eliminating a one block length of the alley will reduce the City's maintenance responsibility ever so slightly.

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

Attachments/Exhibits: Vicinity/Zoning Map, Resolution 9857, Preliminary draft of the amended plat and Findings of Fact

Cc: Jim Rearden, Public Works Director
Dave Dobbs, City Engineer
Mike Rattray, Community Development Director
Doug Bennyhoff, City Fire Marshal
Meadow Gold Dairies, Jerry Moldenhauer, Plant Manager, 312 3rd Ave S, Great Falls, MT, 59405

RESOLUTION 9857

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, TO VACATE 4TH ALLEY SOUTH WITHIN BLOCK 419, GREAT FALLS ORIGINAL TOWNSITE, IN ACCORDANCE WITH THE PROVISIONS OF SECTION 7-14-4114, MONTANA CODE ANNOTATED

* * * * *

WHEREAS, the subdivision plat of the Great Falls Original Townsite, dedicated a twenty (20) foot wide right-of-way for 4th Alley South within Block 419; and,

WHEREAS, Southern Foods Group, L.P., owns the property adjoining said right-of-way and has submitted a petition to have said 4th Alley South vacated; and,

WHEREAS, it is determined retention of 4th Alley South within Block 419 for access by the public is not needed and an easement will suffice to accommodate public and private utilities, both buried and overhead, existing in 4th Alley South within Block 419; and,

WHEREAS, an Amended Plat of Lots 1-14, Block 419, Great Falls Original Townsite & Vacated Right-of-Way, has been prepared which reflects the aggregation of said lots and requested vacated right-of-way into a single parcel; and,

WHEREAS, the City Commission of the City of Great Falls, Montana, duly and regularly passed and adopted on the 4th day of August, 2009, Resolution 9856 entitled;

A RESOLUTION OF INTENTION BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, TO VACATE 4TH ALLEY SOUTH WITHIN BLOCK 419, GREAT FALLS ORIGINAL TOWNSITE, IN ACCORDANCE WITH THE PROVISIONS OF SECTION 7-14-4114, MONTANA CODE ANNOTATED AND DIRECTING NOTICE TO BE GIVEN AS PROVIDED BY LAW

WHEREAS, the City Clerk of said City, forthwith caused notice of said Resolution 9856 to be:

1) published in the Great Falls Tribune, the newspaper published nearest the right-of-way proposed to be vacated; and

2) posted in three public places, stating therein the time and place the City Commission shall hear all persons relative to said proposed vacation.

WHEREAS, a hearing was held by the City Commission of the City of Great Falls on the 1st day of September, 2009, at 7:00 P.M. in the Commission Chambers of the Civic Center, Great Falls, Montana, where said Commission heard all persons relative to the proposed vacation of a twenty (20) foot wide right-of-way for 4th Alley South within Block 419.

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

That a twenty (20) foot wide right-of-way for 4th Alley South within Block 419, Great Falls Original Townsite is hereby vacated; and,

BE IT FURTHER RESOLVED BY SAID CITY COMMISSION that this Resolution shall become effective thirty (30) days after its passage and approval or upon filing in the office of the Cascade County Clerk and Recorder, the Amended Plat consolidating the vacated right-of-way with the adjacent Lots 1-14, Block 419, Great Falls Original Townsite.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on this 1st day September, 2009.

Dona R. Stebbins, Mayor

ATTEST:

Lisa Kunz, City Clerk

(CITY SEAL)

APPROVED FOR LEGAL CONTENT:

City Attorney

VICINITY/ZONING MAP



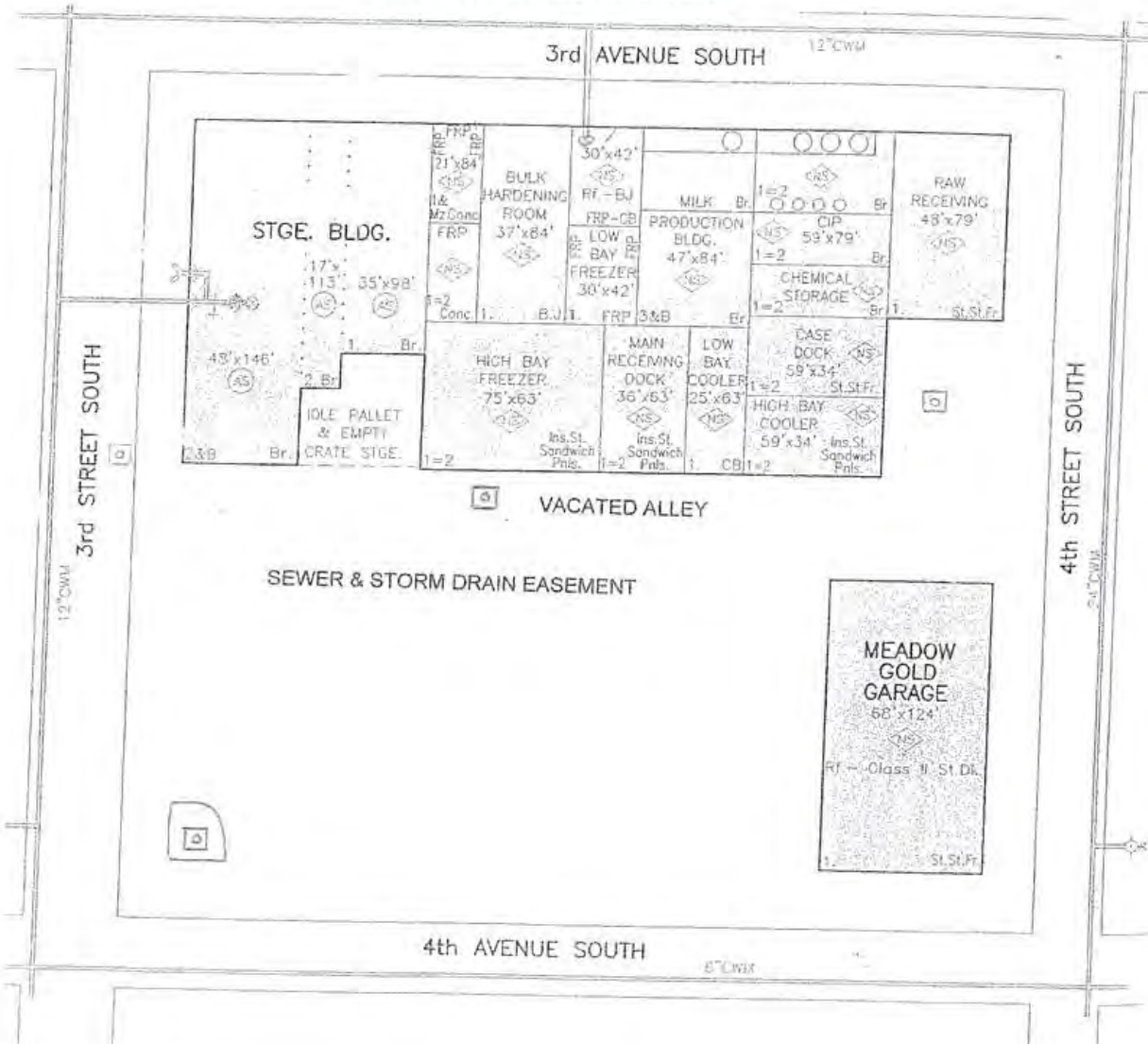
- PORTION OF 4TH ALLEY SOUTH REQUESTED TO BE VACATED
- LOTS 1-14, BLOCK 419, GREAT FALLS ORIGINAL TOWNSITE PROPOSED TO BE COMBINED WITH VACATED ALLEY AND PLATTED INTO ONE LOT.
- R-9 Mixed residential
- C-5 Central business periphery
- PLI Public Lands and Institutional
- POS Parks and Open Space
- C-4 Central business core
- M-2 Mixed-use transitional
- PARCELS

AMENDED PLAT OF BLOCK 419 GFO

LOT 1A

GREAT FALLS, MONTANA

MEADOW GOLD DAIRIES



**FINDINGS OF FACT
FOR AMENDED PLAT OF
LOTS 1 -14, BLOCK 419,
GREAT FALLS ORIGINAL TOWNSITE,
ALL IN SECTION 12, T20N, R3E
CASCADE COUNTY, MONTANA
(PREPARED IN RESPONSE TO 76-3-608(3) MCA)**

I. PRIMARY REVIEW CRITERIA

Effect on Agricultural

The subdivision site is surrounded by urban development and has not been used for agricultural purposes. The subdivision will not interfere with any irrigation system or present any interference with agricultural operations in the vicinity.

Effect on Local Services

The subdivision is within the city limits of Great Falls and is served by the Great Falls Police and Fire Departments. Response distance for emergency fire vehicles is half-a-mile. City water and sanitary sewer mains also exist in the abutting avenues and alleys.

Effect on the Natural Environment

The subdivision is not expected to adversely affect soils or the water quality or quantity of surface or ground waters. Subject property is presently zoned as M-2 Mixed-use transitional district. The purpose of the subdivision is to consolidate several individual lots and a vacated alley into one lot and to provide a utility easement.

Effect on Wildlife and Wildlife Habitat

The subdivision is within the city limits of Great Falls. The subdivision is not in an area of significant wildlife habitat and will not result in closure of public access to hunting or fishing areas, nor to public lands.

Effect on Public Health and Safety

Based on available information, the subdivision is not subject to abnormal potential natural hazards such as flooding, snow or rockslides, wildfire, nor potential man-made hazards such as high voltage power lines, high-pressure gas lines or industrial or mining activity.

II. REQUIREMENTS OF MONTANA SUBDIVISION AND PLATTING ACT, UNIFORM STANDARDS FOR MONUMENTATION, AND LOCAL SUBDIVISION REGULATIONS

The subdivision meets the requirements of the Montana Subdivision and Platting Act and the surveying requirements specified in the Uniform Standards for Monumentation, and conforms to the design standards specified in the local subdivision regulations. The subdivider and the local government have complied with the subdivision review and approval procedures set forth in the local subdivision regulations.

III. EASEMENT FOR UTILITIES

Utilities are accommodated in existing public rights-of-way abutting the Amended Plat and in the proposed easement within the Amended Plat.

IV. LEGAL AND PHYSICAL ACCESS

The larger single lot created by the Amended Plat is surrounded by existing dedicated improved public rights-of-way.



Item: Resolution 9860 to Levy and Assess Properties for Unpaid Utility Services
From: Martha Capps, Operations Supervisor
Initiated By: Annual Assessment Process
Presented By: Coleen Balzarini, Fiscal Services Director
Action Requested: City Commission conduct public hearing and adopt Resolution 9860

Public Hearing:

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

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (adopt /deny) Resolution 9860.”

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

Staff Recommendation: Staff recommends the City Commission adopt Resolution 9860 and levy and assess properties for unpaid utility services.

Background: Sections 7-12-4611 and 4612, Section 7-13-128, Section 7-13-4309, M.C.A., and City of Great Falls Municipal Codes 8.32.332 and 13.26.060 authorize the City Commission to assess lienable charges against a property to which utility services were furnished and for which payment is delinquent. Properties in the City of Great Falls which had utility services provided to them prior to June 30, 2009, but remain unpaid, are subject to the City’s right to tax the property for the amount owed. The Fiscal Services Department reviews the accounts annually and notifies property owners of the delinquent charges and the right to tax the property. The legal owners of the properties, as listed on Exhibit A of the Resolution, were last notified in a letter dated July 2, 2009 that unless these charges were paid within 30 days, they would be levied as a tax against the lot or parcel. These properties also receive the normal monthly billing statements. A final letter stating the date and time of the Public Hearing was sent to the Owners of the property with charges remaining unpaid on August 19, 2009. This tax will appear on the property tax bill received from Cascade County.

Concurrences: Public Works is responsible for the operation of the Utility System. Fiscal Services Staff are responsible for billing and collecting the revenues necessary to carry out the operations.

Fiscal Impact: Adoption of Resolution 9860 will allow the City to collect delinquent utility service charges in the amount of \$15,149.48. Any payments received prior to the charges being forward to the Cascade County Treasurer will be removed from the assessment listing.

Alternatives: The City Commission could choose to deny the adoption of Resolution 9860; however, the charges for the utility services provided to the applicable properties will remain unpaid, and the operational revenue may not meet the operational expenses of the utility systems. This would require utility service rates to be increased for all customers.

Attachments/Exhibits: Resolution 9860

RESOLUTION 9860

A RESOLUTION TO LEVY AND ASSESS PROPERTIES FOR UNPAID UTILITY SERVICES IN THE CITY OF GREAT FALLS, MONTANA.

WHEREAS:

A. The properties listed on the attached Exhibit A were issued a notice of delinquent amounts; and

B. After due notice and review, the accounts have not been paid and are outstanding to the City.

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

1. The costs of said charges are hereby assessed upon the aforementioned properties in accordance with Montana Code Annotated Sections 7-12-4611, 4612, Sections 7-13-128, and Section 7-13-4309, and City of Great Falls Municipal Code 8.32.332 and 13.26.060.

2. The description of each lot or parcel of land which is hereby levied upon and assessed, with the name of the owner, the amount of each assessment to be made, is as set out in the assessment list, attached as Exhibit A, which said list is incorporated herein and made a part of this resolution by reference;

PASSED by the Commission of the City of Great Falls, Montana, on this 1st day of September, 2009.

Dona R. Stebbins, Mayor

Attest:

Lisa Kunz, City Clerk

(SEAL OF CITY)

Approved for Legal Content: City Attorney

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

I, Lisa Kunz, City Clerk of the City of Great Falls, Montana, do hereby certify that the foregoing Resolution 9860 was placed on its final passage and passed by the Commission of the City of Great Falls, Montana, at a meeting thereof held on the 1st day of September, 2009, and approved by the Mayor of said City on the 1st day of September, 2009.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said City this 1st day of September, 2009.

Lisa Kunz, City Clerk

(SEAL OF CITY)

**RESOLUTION 9860 - EXHIBIT A
TO LEVY AND ASSESS PROPERTIES FOR UNPAID UTILITY SERVICES**

REVISED 8/19/09 w/ payments received

PROPERTY OWNER	PARCEL	LOT	BLOCK	SUB	ADD1	ADD 2	BALANCE
AZURE ROBERT L & MEDORA S	5400	10	80	GFO	719	8TH AVE N	53.81
LLOYD JACQUELINE S ETAL	25050	1	114	GF4	2200	8TH AVE N	258.41
2217 7TH AVE N FAMILY LAND TRUST	25650	10	114	GF4	2217	7TH AVE N	116.48
2217 7TH AVE N FAMILY LAND TRUST	25650	10	114	GF4	2219	7TH AVE N	145.53
COLLINS JANIS C	37850	9	128	GFO	821	7TH AVE N	33.87
FRATES LARRY E	41200	9	133	GFO	521	6TH AVE N	153.20
REAL ESTATE INVESTMENTS LLC	48650	1B	142	GF1	617	14TH ST N	94.81
PHILYAW PERRY M & SUSAN	53800	12	148	GF4	2009	6TH AVE N	360.48
FRATES LARRY	65550	2	170	GF4	2104	6TH AVE N	192.53
MCDUNN RICHARD & RAMONA	74650	8	181	GF1	1027	5TH AVE N	1,218.99
MCGEE CHAD & BROOKE	76850	5	184	GFO	716	6TH AVE N	80.43
FRATES LARRY E	78650	7	186	GFO	516	6TH ST N	86.11
FRATES LARRY E	78650	7	186	GFO	512	6TH ST N	135.27
WELLS FARGO BANK NA	79800	11	187	GFO	415	5TH AVE N	62.43
HELD SCOTT C & BRENDA L	84150	12	195	GFO	811	4TH AVE N	29.74
WELLS FARGO BANK	114550	7	240	GF1	312	11TH ST N	382.55
FRATES LARRY E	151200	1	297	GF3	113	15TH ST N	42.75
FRATES LARRY E	151200	1	297	GF3	115	15TH ST N	42.75
CENTER STAGE CORPORATION	159700	12	312	GFO	111	CENTRAL AVE	479.13
CARTER DANIEL D	195000	3	373	GFO	608	1ST AVE S	672.16
MAX MEDIA OF MONTANA LLC	195600	14	373	GFO	123	6TH ST S	97.00
FEDERAL HOME LOAN MORTGAGE CORPORATIO	205500	5	387	GF4	2016	1ST AVE S	300.42
HUBBARD MITCH	238900	5	451	GFO	416	4TH AVE S	261.35
PAUL JOHN P ETAL	239600	6	452	GFO	400	4TH ST S	441.24
HEAVYRUNNER DEWEY	241450	13	455	GFO	305	6TH AVE S	479.80
SALES COURTNEY L	251450	11	471	GFO	817	7TH AVE S	400.99
MOORE NEIL DION	256850	7	480	GFO	324	7TH AVE S	325.52
YANNONE RETA	267600	3	496	GFO	810	8TH AVE S	413.02

JENKS HILMA E ETAL	270700	2	500	GFO	404	8TH AVE S	31.02
HEPPNER RUDOLPH C	288750	10	558	GF6	711	4TH AVE SW	882.29
HOLM MICHAEL D & BONNIE F	325800	13	755	GF10	1405	7TH AVE S	243.56
HELDT RITA F	373800	5	12	BEF	2716	1ST AVE S	203.53
TAYLOR JASON & LORI	380900	14	18	BEF	219	28TH ST S	247.62
SECRETARY OF VETERANS AFFAIRS	404300	11	46	BEF	2613	9TH AVE S	37.62
HIGHTOWER WILLIAM D	429856	3	23	BEP	2708	JASPER RD	335.61
GUILL TERRY L & HELEN S	441100	3	6	BO1	1640	7TH AVE NW	256.26
KUGLIN LINDA L	478100	11	13	BOS	3713	4TH AVE N	65.35
STOUT THOMAS R & NELLIE	518400	3	46	BOS	3708	1ST AVE S	215.61
AZURE MEDORA S & ROBERT L	717000	4A		CRU	1017	1ST AVE NW	111.75
KATZENBERGER LEWIS TRUST	786200	1	11	FAV	1600	11TH AVE S	686.62
SHERMAN DAVID A & PAMELA S	934500	19	12	GR1	2931	DELMAR DR	256.91
PROFESSIONAL BROKERS OF MT INC	972782	1	3	HE4	3301	3A ST NE	1,154.85
TEN YES INCORPORATED	1082900	1	1	MNT	1600	FOX FARM RD	715.98
SCHUG JOHN H & SYLVIA A	1322400	40	2	NIA	116	RIVERVIEW C	483.30
WELLS MICHAEL W	1335900	29	8	NIA	212	22ND AVE NW	313.56
DEROSA ANTHONY M & JOLENA A	1468400	27	14	NR6	758	33B AVE NE	393.03
GRAY TAMMY J & TIMOTHY W	1527500	16	1	SOA	3245	4TH AVE S	93.56
BURNETT TIFFANY	1806300	7	13	WGF	924	5TH AVE NW	271.40
BROWER STACEY L	1859600	19	2	WW3	119	15TH AVE NW	310.04
TYLER KEN D JR & MICHELLE M	2174800	5	1	PEA	115	SHARON DR	239.62
MABERRY DAVID LOREN & BOBBIE RAE	2177500	20	2	PEA	120	SHARON DR	239.62

OUTSTANDING BALANCE 15,149.48

ALTMAN JERALD W & PAMELA A	1747000	-19	-4	VV1	1203	10TH AVE NW	92.26
SCHAUERS CHAD ETAL	243500	-7	458	GFO	624	5TH AVE S	70.38
EGELINE MICHAEL S & KELLY A	114350	-3	240	GF1	1008	4TH AVE N	258.62
DOYLE WILLIAM J	3950	-12	-74	GF1	1109	9TH AVE N	60.77

PAYMENTS RECEIVED **482.03**



Item: Public Hearing - Ordinance 3043 to Revise the Description of the Boundary of the International Airport Tax Increment Financing Industrial District

From: Bill Walters, Interim Planning Director

Initiated By: Great Falls International Airport Authority – Cynthia Schultz, Director

Presented By: Bill Walters, Interim Planning Director

Action Requested: City Commission adopt Ordinance 3043

Public Hearing:

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

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (adopt/deny) Ordinance 3043.”

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

Staff Recommendation: It is recommended the City Commission adopt Ordinance 3043.

Background: The City of Great Falls, through the adoption of Ordinance 3022 on November 5, 2008, enacted and approved the Great Falls International Airport Tax Increment Financing Industrial District, and an associated District Plan and District Boundary pursuant to Section 7-15-4299, MCA.

The Montana Department of Revenue, which is responsible for the certification of the Tax Increment Financing Industrial District (TIFID), notified the City through a written communication dated May 15, 2009, that the legal description for the Great Falls International Airport TIFID attached to Ordinance 3022 as Exhibit “B” is inaccurate.

In addressing the issue over the past several weeks, the Airport's consultant, who prepared the original description of the boundary of the Airport TIFID, worked with representatives of the Montana Department of Revenue and City staff to correct the description for the Airport TIFID as reflected by Exhibit "A" attached to Ordinance 3043.

The Montana Department of Revenue has indicated it will continue to recognize January 1, 2008, as the base year for the District provided the City expeditiously processes approval of the corrected description of the District.

Concurrences: Representatives of the Montana Department of Revenue, the consultant for the Airport Authority and City staff have participated in the revisions to the description for the Airport TIFID attached to Ordinance 3043 as Exhibit "A".

Fiscal Impact: The fiscal impacts associated with creation of the International Airport Tax Increment Financing Industrial District were previously presented and considered with adoption of Ordinance 3022 last year.

Alternatives: The City Commission could choose to deny Ordinance 3043. However, such action would force the Montana Department of Revenue to rescind its recognition of the Airport TIFID. Additionally, denying the Ordinance may also indicate the City is no longer interested in or supportive of creating the TIFID, which may negatively impact the Authority's and community's ability to facilitate the development and growth of secondary, value-adding industries at the Airport.

Attachments/Exhibits:

Ordinance 3043

Aerial Photo Exhibit

Cc: Cynthia Schultz, Great Falls International Airport Authority
Kathy Harris, Stelling Engineers, Inc.

ORDINANCE 3043

AN ORDINANCE REVISING THE DESCRIPTION
OF THE BOUNDARIES
OF THE GREAT FALLS INTERNATIONAL AIRPORT
TAX INCREMENT FINANCING INDUSTRIAL DISTRICT

* * * * *

WHEREAS, the City of Great Falls, through the adoption of Ordinance 3022 on November 5, 2008, enacted and approved the Great Falls International Airport Tax Increment Financing Industrial District, and an associated District Plan and District Boundary pursuant to Section 7-15-4299, MCA; and,

WHEREAS, the Montana Department of Revenue, who is responsible for the certification of the Tax Increment Financing Industrial District, has determined that the legal description for the Great Falls International Airport Tax Increment Financing Industrial District attached to Ordinance 3022 as Exhibit "B" is inaccurate; and,

WHEREAS, attached hereto and by this reference made a part hereof is Exhibit "A", a corrected description for the Great Falls International Airport Tax Increment Financing Industrial District ; and,

WHEREAS, notice of revising the description for the Great Falls International Airport Tax Increment Financing Industrial District was published in the Great Falls Tribune, advising that a public hearing on the revisions would be held on the 1st day of September, 2009, before final passage of said Ordinance herein.

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

Section 1. The correct description of the boundary for the Great Falls International Airport Tax Increment Financing Industrial District is attached hereto as Exhibit "A" which supersedes and replaces the description provided by Exhibit "B" attached to Ordinance 3022.

Section 2. All parts of Ordinances in conflict herewith, are hereby repealed.

Section 3. This ordinance shall be in full force and effect upon passage and adoption by the City Commission.

APPROVED by the City Commission on first reading August 4, 2009.

PASSED, APPROVED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on second reading September 1, 2009.

Dona R. Stebbins, Mayor

ATTEST:

Lisa Kunz, City Clerk

(CITY SEAL)

APPROVED FOR LEGAL CONTENT:

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 3043 in three conspicuous places within the limits of said City to-wit:

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

Lisa Kunz, City Clerk

(CITY SEAL)

EXHIBIT "A"

Legal Description of the Great Falls International Airport TIFID

Legal Description

The proposed Great Falls International Airport TIFID includes all that real property in the City of Great Falls, County of Cascade, State of Montana, which lies within the following described boundary, as of October 2008.

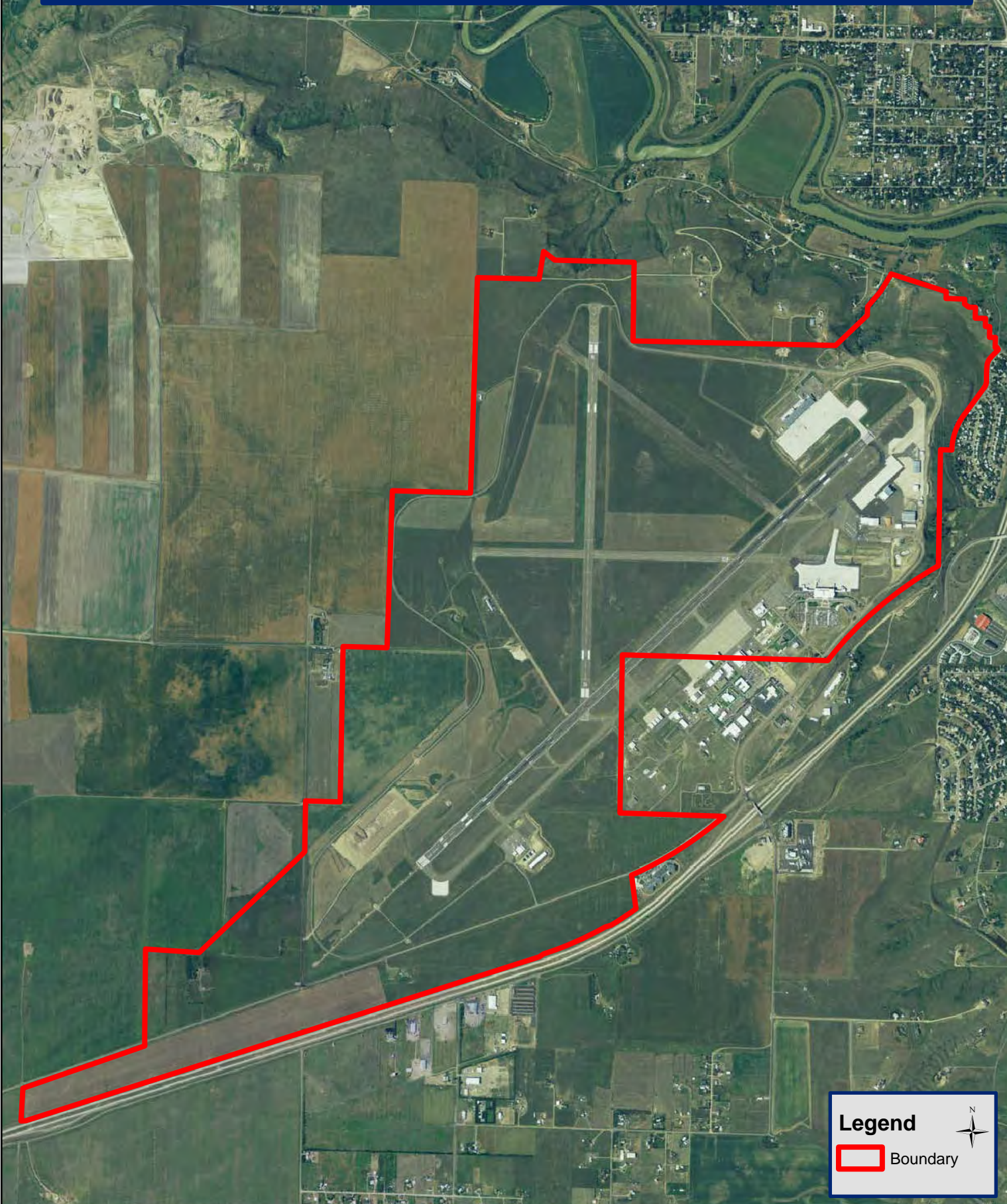
BEGINNING at the southeast corner of Section 8, Township 20 North, Range 3 East; thence along the east line of said section, North 00°20'17" West, a distance of 1313.50 feet; thence North 89°49'00" West, a distance of 205.05 feet; thence North 89°49'52" West, a distance of 1130.62 feet; thence North 53°35'22" West, a distance of 237.30 feet; thence South 07°55'24" West, a distance of 472.63 feet; thence North 89°48'47" West, a distance of 1035.78 feet; thence South 00°13'51" West, a distance of 986.89 feet to the northwest corner of the Northeast Quarter of Section 17, Township 20 North, Range 3 East; thence along the west line of said Northeast Quarter of said section, South 00°31'52" West, a distance of 2642.24 feet to the northeast corner of the East Half of the Southwest Quarter of the above said Section 17; thence along the north line of said aliquot part, North 89°49'46" West, a distance of 1328.89 feet to the northwest corner of said aliquot part; thence along the west line of said aliquot part, South 00°19'55" West, a distance of 2630.17 feet to the north line of Section 20, Township 20 North, Range 3 East; thence along the north line of said Section 20, North 89°38'19" West, a distance of 738.21 feet; thence South 00°09'43" East, a distance of 2641.70 feet to the north line of the Southwest Quarter of the above said Section 20; thence along the north line of said Southwest Quarter, North 89°22'25" West, a distance of 580.06 feet to the northwest corner of said Southwest Quarter; thence along the west line of said Southwest Quarter, South 00°18'14" East, a distance of 821.55 feet; thence South 45°01'17" West, a distance 42.19 feet; thence South 45°00'59" West, a distance of 2417.04 feet to the north line of Section 30, Township 20 North, Range 3 East; thence along the north line of said Section 30, North 87°38'03" West, a distance of 905.29 feet to the northwest corner of the Northeast Quarter of said Section 30, Township 20 North, Range 3 East; thence along the west line of said aliquot part, South 00°46'52" East, a distance of 1630.31 feet to the southerly right-of-way line of Highway Project No. FAP 218-(6); thence along said southerly right-of-way line, South 69°25'46" West, a distance of 2152.03 feet to the west line of the above said Section 30; thence along said west line of said section, South 01°09'05" West, a distance of 182.26 feet to the northwest corner of the Southwest Quarter of said Section 30, Township 20 North, Range 3 East; thence along the west line of said aliquot part, South 01°04'33" West, a distance of 360.99 feet to the northwesterly right-of-way line of Interstate 15 (Project Number I15-5 (29) 259); thence along said northwesterly right-of-way line, North 84°59'39" East, a distance of 82.19 feet; thence continuing along said northwesterly right-of-way line, North 70°58'05" East, a distance of 9112.64 feet; thence continuing along said northwesterly right-of-way line, North 54°02'36" East, a distance of 88.14 feet to the beginning of a 5580.00 foot radius curve, concave northwesterly, having a radial bearing of North 19°53'25" West; thence continuing along said northwesterly right-of-way line and along said curve, through a central angle of 10°59'56", an arc length of 1071.17 feet; thence continuing along said northwesterly right-of-way line, North 72°53'03" East, a distance of 100.64 feet to the beginning of a 5605.00 foot radius curve, concave northwesterly, having a radial bearing of North 31°53'24" West; thence continuing along said northwesterly right-of-way line, and along said curve through a central angle of 5°10'01", an arc length of 505.45 feet; thence leaving said northwesterly right-of-way of Interstate 15, North 08°28'52" West, a distance of 555.23 feet; thence North 08°02'28" West, a distance of 14.62 feet to a point on the southeasterly right-of-way line of Highway Project No. FAP 218-(5), said point being on a 5790.00 foot radius curve concave northwesterly, having a radial bearing of North 24°34'19" West; thence northeasterly along said right-

of-way line and along said curve, through a central angle of $18^{\circ}17'38''$, an arc length of 1848.69 feet to the south line of the northwest quarter of Section 21, Township 20 North, Range 3 East; thence along said south line of said aliquot part, North $89^{\circ}52'17''$ West, a distance of 1760.62 feet to the southwest corner of said aliquot part; thence along the west line of said aliquot part, North $00^{\circ}28'25''$ West, a distance of 2663.87 feet to the northwest corner of Section 21, Township 20 North, Range 3 East; thence along the north line of said Section 21, South $89^{\circ}44'23''$ East, a distance of 3461.79 feet to a point on the northwesterly right-of-way line of the now partially abandoned Highway Project No. FAP 218-(5), said point being on a 6450.48 foot radius curve, concave southeasterly, having a radial bearing of South $52^{\circ}51'19''$ East; thence northeasterly along said right-of-way line and along said curve through a central angle of $21^{\circ}52'05''$, an arc length of 2461.96 feet to the east line of Section 16, Township 20 North, Range 3 East; thence along the east line of said Section 16, North $00^{\circ}09'45''$ West, a distance of 1011.66 feet, and North $00^{\circ}07'19''$ West, a distance of 950.12 feet to the northwest corner of that area denoted as "Park" on the West Hill Subdivision, the copy of which is on file with Cascade County, Montana; thence along the north line of said "Park", South $89^{\circ}48'05''$ East, a distance of 188.49 feet to a point on the westerly right-of-way line of 4th West Hill Drive; said point being on a 1015.00 foot radius curve, concave easterly, having a radial bearing of South $89^{\circ}28'58''$ East, thence northeasterly along said westerly right-of-way and along said curve through a central angle of $35^{\circ}06'22''$, an arc length of 621.91 feet; thence continuing along said westerly right-of-way, North $35^{\circ}23'00''$ East, a distance of 578.09 feet to the beginning of a 200.00 foot radius curve, concave northwesterly, having a radial bearing of North $54^{\circ}37'56''$ West; thence continuing northerly along said westerly right-of-way and along said curve through a central angle of $35^{\circ}03'56''$, an arc length of 122.40 feet; thence continuing along said westerly right-of-way, North $00^{\circ}16'15''$ East, a distance of 234.13 feet to the beginning of a 249.63 foot radius curve, concave southeasterly, having a radial bearing of South $89^{\circ}52'12''$ East; thence continuing northeasterly along said westerly right-of-way and along said curve through a central angle of $43^{\circ}02'26''$, an arc length of 187.52 feet; thence continuing along said westerly right-of-way North $43^{\circ}10'14''$ East, a distance of 172.45 feet to the southwesterly right-of-way line of the Sun River Highway; thence northwesterly along said southwesterly right-of-way line, North $48^{\circ}34'36''$ West, a distance of 52.26 feet to the south line of Section 10, Township 20 North, Range 3 East; thence along said south line of Section 10, South $88^{\circ}15'19''$ West, a distance of 36.95 feet to the southeast corner of Lot 17, Block 14 of Sun River Addition, the copy of which is on file with Cascade County, Montana; thence along the east line of said Lot 17, North $00^{\circ}15'55''$ East, a distance of 26.32 feet; thence North $00^{\circ}15'55''$ East, a distance of 16.00 feet to the southeast corner of Lot 16 of said Block 14 of Sun River Addition; thence along the east line of Lot 16, North $00^{\circ}15'55''$ East, a distance of 120.00 feet to the northeast corner thereof; thence along the north line of Lots 16 through 13 of Block 14 of Sun River Addition; North $89^{\circ}44'05''$ West, a distance of 100.00 feet to the northwest corner of said Lot 13; thence North $00^{\circ}15'55''$ East, a distance of 60.00 feet to the southeast corner of Lot 21, Block 11 of Sun River Addition; thence along the east line of said Lot 21, North $00^{\circ}15'55''$ East, a distance of 120.00 feet to the northeast corner thereof; thence along the north line of Lots 21 through 19 of Block 11 of Sun River Addition, North $89^{\circ}44'05''$ West, a distance of 75.00 feet to the northwest corner of said Lot 19; thence North $00^{\circ}15'55''$ East, a distance of 16.00 feet to the southeast corner of Lot 9, Block 11 of Sun River Addition; thence along the east line of said Lot 9, North $00^{\circ}15'55''$ East, a distance of 120.00 feet to the northeast corner thereof; thence along the north line of Lots 9 through 3 of Block 11 of Sun River Addition, North $89^{\circ}44'05''$ West, a distance of 174.94 feet to the Northwest corner of said Lot 3; thence North $00^{\circ}09'32''$ East, a distance of 60.00 feet to the southeast corner of Lot 31, Block 8; thence along the east line of said Lot 31, North $00^{\circ}09'32''$ East, a distance of 120.03 feet to the northeast corner thereof; thence along the north line of Lots 31 and 32, Block 8 of Sun River Addition; North $89^{\circ}45'32''$ West, a distance of 50.03 feet to the northwest corner of said Lot 32; thence North $89^{\circ}47'14''$ West, a distance of 60.00 feet to the northeast corner of Lot 16 of Block 9 of Sun River Addition; thence North $57^{\circ}20'43''$ West, a distance of 29.80 feet to the southeast corner of Lot 14 of Block 9 of Sun River Addition; thence along the east

line of said Lot 14, North 00°09'43" East, a distance of 3.07 feet to a point on the southwesterly right-of-way line of Sun River Road, said point being on a 1060.00 foot radius curve, concave southwesterly, having a radial bearing of South 35°08'31" West; thence northwesterly along said southwesterly right-of-way line and along said curve through a central angle of 03°15'07", an arc length of 60.17 feet to the east line of Lot 12 of Block 9 of Sun River Addition; thence along said east line of said Lot 12, North 00°11'29" East, a distance of 83.84 feet to the northeast corner thereof; thence along the north line of Lots 12 through 1, Block 9 of Sun River Addition, North 89°50'17" West, a distance of 301.23 feet to the northwest corner of said Lot 1; thence North 89°50'17" West, a distance of 12.67 feet to the west line of Section 10, Township 20 North, Range 3 East; thence along said west line North 01°15'30" East, a distance of 120.38 feet to the centerline of a 60.00 foot wide County Road, thence along said centerline of said County Road North 64°39'39" West, a distance of 1.40 feet; thence three courses along said centerline of said County Road, North 74°26'53" West, a distance of 280.85 feet, North 73°41'28" West, a distance of 450.69 feet, and North 72°21'35" West, a distance of 245.21 feet; thence leaving said County Road centerline, South 17°20'18" West, a distance of 30.00 feet; thence South 30°43'24" West, a distance of 310.64 feet; thence South 39°10'10" West a distance of 335.21 feet to the east line of the southwest quarter of the southeast quarter of Section 9, Township 20 North, Range 3 East; thence along said east line of said aliquot part, South 00°49'30" West, a distance of 146.18 feet to the northeast corner of that parcel described in Reel 189, Document 777, records of Cascade County, Montana; thence along the northwesterly boundary of said parcel, South 45°03'17" West, a distance of 734.81 feet to the north line of Section 16, Township 20 North, Range 3 East; thence along the north line of said section, North 89°59'48" West, a distance of 793.10 feet, and North 89°59'12" West, a distance of 2612.01 feet to the **POINT OF BEGINNING**, containing 1977.814 acres of land.

Great Falls Airport Authority

Tax Increment Financial Industrial District Boundary



Legend

 Boundary





Item: Central Place Revitalization Urban Renewal Tax Increment District

From: City Staff

Initiated By: Fiscal Services, City Manager's Office, Park & Recreation, Great Falls Development Authority and Business Improvement District

Presented By: Coleen Balzarini, Fiscal Services Director

Action Requested: Remove from the table and Approve Project List

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission remove this item from the table and approve the prioritized list of projects, attached as Exhibit A, using the balance of tax increment funds remaining after final debt service payments are made from the Central Place Urban Renewal Revitalization Program.

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

Staff Recommendation: Staff recommends that the City Commission remove this item from the table and approve the project list attached as Exhibit A and authorize expenditure of remaining cash from the Central Place Urban Renewal Revitalization Tax Increment District. This district sunsets following final bond payments in August of 2009.

Background: The City of Great Falls created the Urban Renewal Central Place Revitalization District in December of 1977 with a provision to use Tax Increment Financing to reach the goals of the district. The district will sunset with the final payoff of tax increment bond debt. The taxing jurisdictions will begin to receive the full benefit of the property taxes levied within the district and the tax increment portion will no longer be segregated. Certain cash will remain following debt payoff which can be used to finish projects eligible within the tax increment urban renewal law and benefitting the district.

Significant Impacts

The cash remaining that will still come to the district from bond reserves as well as from delinquent taxes over the next two years is expected to exceed \$700,000.

Citizen Participation

Citizens may comment during City Commission consideration of the agenda item at the meeting.

Workload Impact

Planning staff, Park & Recreation staff, the B.I.D. and the GFDA would all be involved in staff responsibilities to complete the project list.

Purpose

The objectives of the Central Place Revitalization Program were:

- A. To provide for additional employment opportunities for residents through expansion of the local economy and economic development.
- B. To maintain and expand the vitality of the Central City and support its role as the focal point of urban life in Great Falls by breaking the present cycle of economic, cultural, physical and environmental decay.
- C. To upgrade property values in the area and provide opportunities for new, private investment, thereby increasing the tax base.
- D. To provide a land use plan that will encourage: the highest and best use of land, the development of Central City Hotel-Motel/Convention Center, the expansion or addition of at least one more department store, the development of additional office space, retail stores and professional centers, and the construction of new housing for people of all ages and income groups.
- E. To eliminate slums and blighting influences as well as inappropriate land uses.
- F. To provide a method and incentive for the adaptive reuse of sound, but functionally obsolete, buildings for commercial and residential use.
- G. To ensure a pleasant atmosphere for residents and visitors alike.
- H. To relieve conflicts between vehicles and pedestrians, improving access to and from the area, circulation within the area, and, most important, providing adequate convenient parking for shoppers and employees.
- I. To provide a method to take aesthetic advantage of that wide, historic, scenic and famous resource, the Missouri River, and ensure that it is again a focal point of the older Central City.

Project Work Scope

Projects recommended are included in Exhibit A and would continue to address the objectives listed above.

Evaluation and Selection Process

Staff reviewed projects that were suggested by the Great Falls Development Authority, the Business Improvement District and the Park & Recreation Department. The projects that are recommended would complete or add to improvements that were undertaken with tax increment revenue during the district's life.

Concurrences: Staff's recommendations have not been submitted to other agencies or bodies for concurrence but have been shared with the B.I.D. and GFDA.

Fiscal Impact: Beginning in November of 2009, the tax increment district will return incremental tax revenues exceeding two million dollars annually to the taxing jurisdictions.

Alternatives: The City Commission can approve any substitutions to the list recommended by staff that fit the statute for tax increment expenditures or could choose to deny all projects.

Attachments: Exhibit A Project list
Letter from BID
Letter from GFDA (Letters not available online; on file in City Clerk's Office.)

Central Place Urban Renewal District Final Tax Increment Project List

1. **\$300,000** to reimburse the Economic Revolving Loan Fund for loans made from TI funding which were written off. Staff recommends that \$300,000 be returned to the Economic Revolving Fund and then transferred to the Great Falls Development Authority to establish a Downtown Revolving Loan Fund.
2. **\$50,000** to the Business Improvement District to undertake a downtown street tree trimming, and removal/replacement effort.
3. **\$52,000** to landscape the portion of River Drive and Broadwater Bay Park adjacent to the undeveloped boat dock parking lot including relocating the entrance to the boat dock parking area away from the current Third Ave. S. intersection to minimize traffic conflicts.
4. **\$120,000** for a multi-year contract for tree trimming in the TIF district outside the B.I.D. boundaries. The Second Street Corridor as well as the one-way corridors are entry ways into our downtown and visible to many visitors. Staff recommends contracting with a private firm after formal bidding.
5. **\$38,500** to remove and repair “bad spots” in the Gibson Park Walking Path.
6. **\$50,000** to finance a new Downtown Master Plan with oversight responsibility assigned to the City Planning Department.
7. **\$167,000** for FY 2011 Water Attraction Debt Service Payment



Item: Resolution 9858 to Annex, Resolution 9859 to Vacate Right-of-Way and Ordinance 3040 to Assign City Zoning and Grant a Conditional Use Permit, all related to the Amended Plat of Block 21 & Lots 1-10, Block 22, Highland Park Addition and Vacated Rights-of-Way

From: Charles Sheets, Planner I, & Bill Walters, Interim Planning Director

Initiated By: Dale and Tracy Yurek, Property Owners

Presented By: Bill Walters, Interim Planning Director

Action Requested: City Commission adopt/approve Resolution 9858, Resolution 9859, Ordinance 3040, Amended Plat of Block 21 & Lots 1-10, Block 22, Highland Park Addition and Vacated Rights-of-Way, Findings of Fact and Annexation Agreement, all pertaining to said Amended Plat.

Suggested Motions: (Each motion to be separately considered)

1. Commissioner moves:

“I move that the City Commission remove from the table Resolutions 9858 & 9859, Ordinance 3040, the Amended Plat of Block 21 & Lots 1-10, Block 22, Highland Park Addition and Vacated Rights-of-Way, Findings of Fact and Annexation Agreement, all pertaining to said Amended Plat.”

and;

“I move that the City Commission (adopt/deny) Resolutions 9858 & 9859 and (approve/disapprove) the Amended Plat of Block 21 & Lots 1-10, Block 22, Highland Park Addition and Vacated Rights-of-Way, Findings of Fact and Annexation Agreement, all pertaining to said Amended Plat.”

and;

“I move that the City Commission (adopt/deny) Ordinance 3040.”

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

Planning Board and Zoning Commission Recommendations: At the conclusion of a combined public hearing held June 9, 2009, the Planning Board passed a motion recommending

the City Commission approve: 1) the Amended Plat of Block 21 & Lots 1-10, Block 22, Highland Park Addition and Vacated Rights-of-Way; 2) the vacation of the southerly 20 feet of 19th Avenue South, all of 20th & 21st Alleys South and 20th Avenue South within the Amended Plat; 3) the annexation of the area within the Amended Plat together with the remaining portion of abutting 19th Avenue South; and, 4) the accompanying Findings of Fact, subject to the applicant fulfilling stipulated conditions and the Zoning Commission passed a motion recommending the City Commission assign a City zoning classification of M-1 Mixed use district and grant a conditional use permit for a contractor yard, type II upon said Amended Plat, upon annexation to the City, subject to the applicants agreeing that any development of the subject property shall be substantially in accordance with the attached site plan.

Update Since August 18, 2009, City Commission Meeting: Mr. Roy Volk, who owns approximately 50 acres of undeveloped land immediately west and southwest of the Yurek property (Blocks 21 and 22 of Highland Park Addition), expressed concerns during the public hearing on the annexation of the Yurek property that the planned development thereon would result in access and storm drainage problems in conjunction with the future development of his property. City staff did meet on August 24 with Roy and Diane Volk and their engineer and Dale Yurek, Dave Williamson and their engineer to discuss the issues raised by Mr. Volk.

Notification: Mr. Volk indicated during the Hearing on August 18 that he only recently had become aware of the Yurek project on subject Blocks 21 & 22. The Commission questioned staff about the notification provided to date. Notification for the annexation, right-of-way vacation, City zoning assignment associated with development of the Yurek property has been in accordance with State statute and the City's Land Development Code. Attached is a copy of a Notice of Public Hearing published in the Great Falls Tribune on May 24, 2009, providing notification of the Planning Board/Zoning Commission public hearing on the project held June 9, 2009. On May 21, 2009, a copy of this Notice was mailed to property owners in the vicinity. (Please see attached Affidavit signed by Charles Sheets.) On June 1, 2009, the Planning Staff placed a sign on the Yurek property containing copies of the above mentioned Notice. Also attached is a copy of a Notice of Extension of Boundaries of City Limits published in the Great Falls Tribune on August 2 and 9, 2009, providing notification of the City Commission public hearing on the project held August 18, 2009.

Access: Mr. Volk during the Hearing on August 18 expressed concerns about the vacation of 20th Avenue South between Blocks 21 and 22 of Highland Park Addition. Mr. Volk contended that with vacation of the segment of 20th Avenue South, access to the east side of his property is pretty much limited to 21st Avenue South which is encumbered by an elevated knoll presumably consisting of bedrock. Mr. Volk also contended that the Yureks, in return for being able to utilize the abandoned portion of 20th Avenue South for their development, should be obligated to participate in the costs of improving the segment of 21st Avenue South along the south boundary of their land ownership. (Please refer to the attached aerial photo exhibit showing the Yurek and Volk properties and existing public road right-of-way.)

Staff over the years has long contemplated the best alternatives for east-west access between approximately 4th and 8th Streets South in the vicinity of 20th and 21st Avenues South. Early thoughts included extension of 20th Avenue South along the north side of Mr. Volk's property. This was supported in part by the existence of a City 30 inch water main contained in a 30 foot wide strip of land deeded to the City. Also, a majority of the 20th Avenue South corridor would have separate and different property owners on the north and south sides of the projected roadway. But, as staff further

reviewed the matter over the years including discussion with Mr. Volk of several conceptual plans for development of his 50 acres, the preferred access connection to the east side of his property became 21st Avenue South. A disadvantage with the 20th Avenue South option along the north boundary of Volk's property is that it dead ends at 8th Street South – it cannot be extended further east. Also, this option enters Mr. Volk's property at the northeast corner of his 50 acres which is similar to the existing 20th Avenue South entering the northwest corner of the involved 50 acres which are not necessarily ideal approaches or entrances to a major development. And implementing the extension/improvement of 20th Avenue South along the north boundary of Mr. Volk's property would involve the cooperation and participation of at least four other property owners.

Mr. Volk also voiced concern about the elevated knoll along the east boundary of his property making it more difficult and expensive to construct 21st Avenue South. It is anticipated the top of the knoll would be shaved or cut to achieve acceptable roadway grades of 5 to 10%. And it is possible the involved knoll consists of bedrock. But, this is not an uncommon dilemma encountered in development of many subdivisions around Great Falls and should not be used as a final excuse in determining desired and more functional roadway alignments.

Staff did not address or require Yureks' participation in the eventual improvement of 21st Avenue South between 8th Street South and Volk's east property line in conjunction with the annexation proposed by Resolution 9858, as the portion of the Yurek property abutting the involved segment of 21st Avenue South is not currently being annexed and will remain in the County for the interim.

In conclusion, although a number of options were discussed, it is staff's opinion that accessing the east side of Mr. Volk's property via 21st Avenue South is the preferred route for safe and efficient traffic circulation to, from, and potentially through the property. This point of access allows a direct connection to and from 13th Street South, a Minor Arterial that is designed to carry larger volumes of traffic to and from major destinations, and connecting to other area Arterials. As well, it provides a clean, 4-way intersection with 8th Street South, which can be designed as a safer intersection type than the t-intersection that 20th Avenue South would require - especially as the area develops and traffic volumes grow. Finally, 21st Avenue South provides a better potential opportunity for future through-traffic movements between Upper River Road and north-south roadways to the east.

Storm Drainage: Mr. Volk during the Hearing August 18 expressed concern about the piping of upstream storm water to be discharged on the north boundary of his property and the lack of a comprehensive storm water plan for the involved sub-basin. The easterly boundary of the involved sub-basin is essentially 9th Street South and the north boundary is essentially 17th Avenue South. The primary upstream contributor in the sub-basin is the 14 acre Fire Training Center. The historical route for runoff in the sub-basin crosses the Yurek property at about 20th Avenue South and then flows in a southwesterly direction traversing the undeveloped Volk property and the predominately developed Grandview Tracts before ultimately discharging in the Missouri River. Drainage improvements planned by the City in conjunction with the Williamson Fencing project include piping surface runoff primarily from the Fire Training Center and 8th Street South from the east side to the west side of the Yurek property. Yurek's engineer has designed an on-site storm water detention facility which meets or exceeds the requirements of the City's Storm Drainage Ordinance wherein the rate of runoff from the developed Yurek property will equal or be less than that occurring in its undeveloped state. The practical and easiest manner for developing storm drainage plans is to start at the lower end of a sub-basin and work towards the upper end. However, in this case, development is occurring at the upper end with the balance of the sub-basin being outside the City and/or undeveloped. The southerly

portion of Grandview Tracts was recently annexed to the City as part of Phase 2 of the Upper Lower River Road Water Sewer District and another section is planned to be annexed as part of Phase 3. Therefore, the City will be giving more consideration to storm drainage in the sub-basin as more annexations and development occur. Also, the City could give consideration to installing storm water detention facilities on the Fire Training Center site, particularly if it were to be further developed.

Recent discussions and negotiations with Mr. Volk probably haven't satisfied his concerns about access and drainage. But the above provides an explanation of staff's viewpoints and positions and raises an awareness of the access and drainage issues affecting the involved area.

Background: The Planning Office is in receipt of applications from Dale and Tracy Yurek, regarding the following:

- 1) Amended Plat of Block 21 & Lots 1-10, Block 22, Highland Park Addition and vacated rights-of-way, all in Section 13, Township 20 North, Range 3 East, Cascade County, Montana.
- 2) Vacation of the southerly 20 feet of 19th Avenue South, all of 20th Alley South, 21st Alley South and 20th Avenue South, between the west right-of-way of 8th Street South and the west boundary of Highland Park Addition.
- 3) Annexation of the area contained in said Amended Plat and abutting portion of 19th Avenue South.
- 4) Establish City zoning classification of M-1 Mixed use district and grant a conditional use permit to allow a contractor yard, type II upon the property requested to be annexed.

Said Amended Plat combines platted lots and rights-of-way requested to be vacated into one parcel located along the west side of 8th Street South between 19th Avenue South and 21st Alley South.

The applicants intend to develop the property for their business, Williamson Fencing & Sprinklers. The business operation has been located at 1325 Central Avenue West. The applicants intend to move to this new location and expand the business. The subject property was purchased from the City Park & Recreation Department and the applicants desire to have City water and sewer services.

For additional information, please refer to the attached Vicinity/Zoning Map, draft amended plat and site plan.

The Highland Park Addition was platted in the late 1800's with typical lots being 3,125 square feet (25' feet by 125' feet) and 80-foot wide rights-of-way. The City Land Development Code now requires lots to be a minimum of 50 feet in width and 7,500 square feet in area. Upon the request of the applicant, the City Public Works & City Planning Departments have reviewed the vicinity and agreed that the southerly 20 feet of 19th Avenue South, all of 20th & 21st Alley South and 20th Avenue South, between the west right-of-way of 8th Street South and the west subdivision boundary of Highland Park Addition are not needed for the development of the area

and could be vacated and combined with Block 21 and Lots 1-10, Block 22, Highland Park Addition to make a single parcel.

The abutting portion of 8th Street South is paved to rural standards and the abutting portion of 19th Avenue South is undeveloped. As a condition of annexation and provision of services, the applicants will agree to pay their proportionate share of the costs to improve the abutting segments of 8th Street South and 19th Avenue South to urban standards when deemed necessary by the City. As the area develops, the funds will be combined with the abutting owners' proportionate share of the cost to complete the improvements to City Standards.

A water main exists in the abutting portion of 8th Street South. The applicant will grant an easement to the City for the existing 30" water main that crosses the property in the vicinity of the proposed vacated 20th Avenue South. The nearest sanitary sewer main is available approximately 300 feet north of 17th Avenue North. The applicants intend to install a lift station and pump the effluent north to the existing sanitary sewer system. A portion of the property within the Amended Plat is an historic surface storm water drainage corridor that serves an upstream area including the Fire Training Center.

It is proposed that the Amended Plat of Block 21 & Lots 1-10, Block 22, Highland Park Addition and vacated rights-of-way, be zoned M-1 mixed use district and be granted a conditional use permit to allow a contractor yard, type II, upon annexation to the City. Subject property is located on the fringe of the City that is a mixture of public training center, semi-public social organization, single-family residence and tracts of undeveloped land.

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.

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 redeveloping areas.

Applicable policy statements include “Annexations should be logical and efficient extensions of the City’s boundaries and service areas” and “...infill development and redevelopment offer the community the highest degrees of efficiency and sustainability.”

Annexation of subject property will enhance health, safety and welfare through application of City Codes and provision of municipal services. Therefore, staff concludes the above-cited criteria are substantially met.

Section 17.16.36.040 of the Land Development Code states that the Zoning Commission’s recommendation and the City Commission’s decision to approve, conditionally approve, or deny a conditional use permit shall be based on whether the application, staff report, public hearing, Zoning Commission recommendation, or additional information demonstrates that each of the following criteria have been satisfied:

1. The conditional use is consistent with the City’s growth policy and applicable neighborhood plans, if any.
2. The establishment, maintenance, or operation of the conditional use will not be detrimental to, or endanger the public health, safety, morals, comfort or general welfare.
3. The conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.
4. The conditional use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.
5. Adequate utilities, access roads, drainage and/or necessary facilities have been or are being provided.
6. Adequate measures have been or will be taken to provide ingress and egress so as to minimize traffic congestion in the public streets.
7. The conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified by the City Commission.

Based on the information provided by the applicant and the characteristics of the redeveloping vicinity, the contractor yard, type II will not be intrusive to the neighborhood. The proposed development of the property is consistent with the growth policies of the City and would not impede the neighborhood. Staff concludes the above-cited criteria are substantially met.

Prior to the June 9 public hearing the Planning Office received written opposition to the proposed actions from Karen Kay Kinkaid Husted, abutting property owner to the north. Ms. Husted lives out of town and was unable to review the mailed notice until Monday, June 8. In accordance with State statute, staff had prepared and published the notice of public hearing on May 24, 2009, and per City policy mailed the notice to surrounding property owners on May 22, 2009. Ms. Husted’s letter was provided to the members of the Zoning Commission during the public hearing.

No citizens spoke as proponents or opponents during the hearing.

At the conclusion of a public hearing held June 9, 2009, the Zoning Commission passed a motion recommending the City Commission assign a zoning classification of M-1 Mixed use district and

granting a conditional use permit for a contractor yard, type II on the Amended Plat upon annexation to the City, subject to the applicants agreeing that any development of the subject property shall be substantially in accordance with the attached site plan and the Planning Board passed a motion recommending the City Commission approve: 1) the Amended Plat of Block 21 & Lots 1-10, Block 22, Highland Park Addition and vacated rights-of-way; 2) the vacation of the southerly 20 feet of 19th Avenue South, all of 20th & 21st Alley South and 20th Avenue South within the Amended Plat; 3) the annexation of the area within the Amended Plat together with the remaining abutting portion of 19th Avenue South; and, 4) the accompanying Findings of Fact subject to the following conditions being fulfilled by the applicant:

- 1) The Amended Plat shall incorporate easement to the City for 30-inch water main, notice of soil and/or groundwater conditions and correction of any errors or omissions noted by staff.
- 2) The final engineering drawings and specifications for the required sanitary sewer improvements to serve the Amended Plat shall be submitted to the City Public Works Department for review and approval prior to consideration of the annexation by the City Commission.
- 3) An Annexation Agreement shall be prepared containing terms and conditions for annexation of the Amended Plat.
- 4) All applicable fees owed as a condition of plat or annexation approval shall be paid upon annexation.
- 5) Applicants agree to pay their prorated share of the costs to improve the abutting segments of 19th Avenue South and 8th Street South to urban standards and potential cost of installation of a water main in 19th Avenue South when deemed necessary by the City.

At the time of writing this report, items 2), 3) and 5) have been completed by the applicant and items 1) and 4) will be completed prior to filing the amended plat.

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 revenue from the development of the property.

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

Attachments/Exhibits:

1. Vicinity/Zoning Map
2. Resolution 9858
3. Resolution 9859
4. Ordinance 3040
5. Annexation Agreement
6. Reduced copy of Amended Plat
7. Site Plan
8. Findings of Fact

9. Letter from Karen Kay Kinkaid Husted
10. Aerial Photo of Involved Area
11. Notice of Planning Board/Zoning Commission Public Hearing
12. Affidavit for mailing Notice
13. Notice of City Commission Public Hearing

Cc: Jim Rearden, Public Works Director
Dave Dobbs, City Engineer
Dale and Tracy Yurek, 1325 Central Ave W, Great Falls MT 59404
Woith Engineering, 1725 41st St S, Great Falls, MT 59405
Roy Volk, 301 Big Bend Lane, 59404

RESOLUTION 9858

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, TO EXTEND THE BOUNDARIES OF SAID CITY TO INCLUDE THE AMENDED PLAT OF BLOCK 21 & LOTS 1-10, BLOCK 22, HIGHLAND PARK ADDITION, VACATED RIGHTS-OF-WAY AND ABUTTING PORTION OF 19TH AVENUE SOUTH, ALL IN SECTION 13, TOWNSHIP 20 NORTH, RANGE 3 EAST, P.M.M., CASCADE COUNTY, MONTANA.

* * * * *

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

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

Amended Plat of Block 21 & Lots 1-10, Block 22, Highland Park Addition and Vacated Rights-of-way and abutting portion of 19th Avenue South, all in Section 13, Township 20 North, Range 3 East, P.M.M., Cascade County, Montana and containing 3.1375 acres more or less;

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

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

NOW, THEREFORE, the City Commission now finds that the herein requested annexation meets the criteria cited in Section 17.16.7.050 of the Unified Land Development Code of the City of Great Falls and that it is to the best interest of the City of Great Falls and its inhabitants to proceed with the incorporation of said territory into the City of Great Falls; and,

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

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

That the boundaries of the City of Great Falls, Montana, be and the same are hereby extended so as to embrace and include within the corporate limits of said city all of the land hereinabove described, included as: "AMENDED PLAT OF BLOCK 21 & LOTS 1-10, BLOCK 22, HIGHLAND PARK ADDITION, VACATED RIGHTS-OF-WAY AND ABUTTING PORTION OF 19TH AVENUE SOUTH, ALL IN SECTION 13, TOWNSHIP 20 NORTH, RANGE 3 EAST, P.M.M., CASCADE COUNTY, MONTANA."

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

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

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

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on this 1st day of September, 2009.

Dona R. Stebbins, Mayor

ATTEST:

Lisa Kunz, City Clerk

(CITY SEAL)

APPROVED FOR LEGAL CONTENT:

City Attorney

RESOLUTION 9859

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, TO VACATE THE SOUTH 20 FEET OF 19TH AVENUE SOUTH, ALL OF 20TH & 21ST ALLEYS SOUTH AND 20TH AVENUE SOUTH, BETWEEN THE WEST RIGHT-OF-WAY OF 8TH STREET SOUTH AND THE WEST BOUNDARY OF HIGHLAND PARK ADDITION, IN ACCORDANCE WITH THE PROVISIONS OF SECTION 7-14-4114, MONTANA CODE ANNOTATED

* * * * *

WHEREAS, the subdivision plat of Highland Park Addition, dedicated eighty (80) foot width rights-of-way for 19th and 20th Avenues South and dedicated twenty (20) foot width rights-of-way for 20th and 21st Alleys South between the west right-of-way of 8th Street South and the west boundary of Highland Park Addition; and,

WHEREAS, said rights-of-way presently contain no roadway improvements; and,

WHEREAS, it is determined reduction of 19th Avenue South to the City standard sixty (60) foot right-of-way width would provide adequate public access to adjoining parcels; and,

WHEREAS, it is determined retention and eventual improvement of 20th Avenue South, 20th Alley South and 21st Alley South between the west right-of-way of 8th Street South and the west boundary of Highland Park Addition serves no practical or functional purpose; and,

WHEREAS, Dale and Tracy Yurek, own the property adjoining said rights-of-way; and,

WHEREAS, an Amended Plat of Block 21 & Lots 1-10, Block 22, Highland Park Addition & Vacated Rights-of-Way, has been prepared which reflects the aggregation of said lots, blocks and requested vacated rights-of-way into a single parcel; and,

WHEREAS, Dale and Tracy Yurek, have petitioned the City of Great Falls to annex the area contained within the Amended Plat of Block 21 & Lots 1-10, Block 22, Highland Park Addition

& Vacated Rights-of-Way and the abutting portion of 19th Avenue South, all in Section 13, Township 20 North, Range 3 East, Cascade County, Montana; and,

WHEREAS, the City Commission of the City of Great Falls, Montana, duly and regularly passed and adopted on the 21st day of July, 2009, Resolution 9841 entitled;

A RESOLUTION OF INTENTION BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, TO VACATE THE SOUTH 20 FEET OF 19TH AVENUE SOUTH, ALL OF 20TH & 21ST ALLEYS SOUTH AND 20TH AVENUE SOUTH, BETWEEN THE WEST RIGHT-OF-WAY OF 8TH STREET SOUTH AND THE WEST BOUNDARY OF HIGHLAND PARK ADDITION, IN ACCORDANCE WITH THE PROVISIONS OF SECTION 7-14-4114, MONTANA CODE ANNOTATED AND DIRECTING NOTICE TO BE GIVEN AS PROVIDED BY LAW

WHEREAS, the City Clerk of said City, forthwith caused notice of said Resolution 9841 to be:

- 1) published in the Great Falls Tribune, the newspaper nearest the rights-of-way proposed to be vacated; and
- 2) posted in three public places, stating therein the time and place the City Commission shall hear all persons relative to said proposed vacation.

WHEREAS, a hearing was held by the City Commission of the City of Great Falls on the 18th day of August, 2009, at 7:00 P.M. in the Commission Chambers of the Civic Center, Great Falls, Montana, where said Commission heard all persons relative to the proposed vacation of the southerly 20 feet of 19th Avenue South, all of 20th & 21st Alleys South and 20th Avenue South, between the west right-of-way of 8th Street South and the west boundary of Highland Park Addition.

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

The rights-of-way comprising of the southerly 20 feet of 19th Avenue South, all of 20th & 21st Alleys South and 20th Avenue South, between the west right-of-way of 8th Street South and the west boundary of Highland Park Addition are hereby vacated.

BE IT FURTHER RESOLVED BY SAID CITY COMMISSION that this Resolution shall become effective thirty (30) days after its passage and approval or upon filing in the office of the Cascade County Clerk and Recorder, the Amended Plat consolidating the vacated rights-of-way with the adjacent Block 21 & Lots 1-10, Block 22, Highland Park Addition.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana,
on this 1st day of September, 2009.

Dona R. Stebbins, Mayor

ATTEST:

Lisa Kunz, City Clerk

(CITY SEAL)

APPROVED FOR LEGAL CONTENT:

City Attorney

ORDINANCE 3040

AN ORDINANCE ASSIGNING A ZONING CLASSIFICATION OF M-1 MIXED USE DISTRICT TO THE AMENDED PLAT OF BLOCK 21 & LOTS 1-10, BLOCK 22, HIGHLAND PARK ADDITION AND VACATED RIGHTS-OF-WAY AND GRANTING A CONDITIONAL USE PERMIT TO ALLOW A CONTRACTOR YARD, TYPE II, UPON SUBJECT PROPERTY, ALL IN SECTION 13, TOWNSHIP 20 NORTH, RANGE 3 EAST, CASCADE COUNTY, MONTANA

* * * * *

WHEREAS, Dale and Tracy Yurek, have petitioned the City of Great Falls to annex the area contained within the Amended Plat of Block 21 & Lots 1-10, Block 22, Highland Park Addition & vacated rights-of-way, all in Section 13, Township 20 North, Range 3 East, Cascade County, Montana; and,

WHEREAS, Dale and Tracy Yurek, have petitioned that the Amended Plat of Block 21 & Lots 1-10, Block 22, Highland Park Addition & vacated rights-of-way, be assigned a zoning classification of M-1 Mixed use district and granted a conditional use permit to allow a contractor yard, type II, upon annexation to the City; and,

WHEREAS, notice of assigning said zoning classification and granting a conditional use permit to Amended Plat of Block 21 & Lots 1-10, Block 22, Highland Park Addition & vacated rights-of-way, was published in the Great Falls Tribune advising that a public hearing on this zoning designation and conditional use permit would be held on the 18th day of August, 2009, 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 and said conditional use permit be granted,

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. It is determined that the herein requested conditional use permit will meet the criteria and guidelines cited in Section 17.16.36.040 of the Unified Land Development Code of the City of Great Falls.

Section 3. That the zoning classification of Amended Plat of Block 21 & Lots 1-10, Block 22, Highland Park Addition & Vacated Rights-of-Way, be designated as M-1 Mixed use district and a conditional use permit be granted to allow a contractor yard, type II upon the property requested to be annexed, subject to the conditions approved by the City Commission and by this reference made a part hereof.

Section 4. 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 Amended Plat of Block 21 & Lots 1-10, Block 22, Highland Park Addition & vacated rights-of-way, into the corporate limits of the City of Great Falls, Montana, whichever event shall occur later.

ACCEPTED by the City Commission on first reading July 21, 2009.

PASSED, APPROVED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on second reading September 1, 2009.

Dona R. Stebbins, Mayor

ATTEST:

Lisa Kunz, City Clerk

(CITY SEAL)

APPROVED FOR LEGAL CONTENT:

Acting City Attorney

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

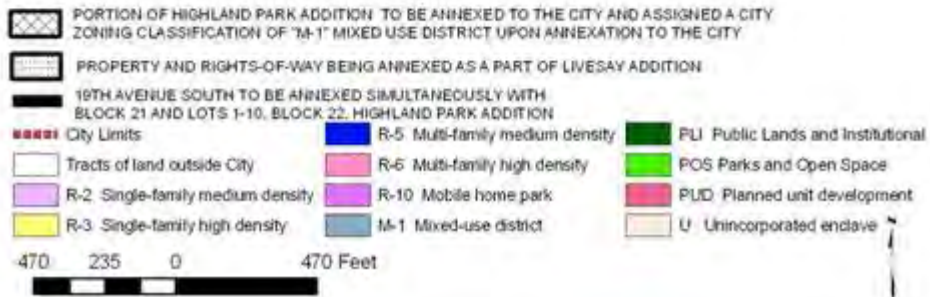
I, Lisa Kunz, City Clerk of the City of Great Falls, Montana, do certify that I did post as required by law and as prescribed and directed by the Commission, Ordinance 3040 in three conspicuous places within the limits of said City to-wit:

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

Lisa Kunz, City Clerk

(CITY SEAL)

VICINITY/ZONING MAP



**ANNEXATION AGREEMENT
FOR AMENDED PLAT OF BLOCK 21 & LOTS 1-10,
BLOCK 22, HIGHLAND PARK ADDITION
AND VACATED RIGHTS-OF-WAY,
ALL IN SECTION 13, TOWNSHIP 20 NORTH,
RANGE 3 EAST, CASCADE COUNTY, MONTANA**

1. PREFACE

The following is a binding Agreement dated this 13 day of Aug, 2009, between DALE & TRACY YUREK AND DAVID & ROCHELLE WILLIAMSON, hereinafter referred to as "Owners," and the CITY OF GREAT FALLS, MONTANA, a municipal corporation of the State of Montana, hereinafter referred to as "City," regarding the requirements for the approval of the Amended Plat of Block 21 & Lots 1-10, Block 22, Highland Park Addition and vacated rights-of-way, all in Section 13, Township 20 North, Range 3 East, Cascade County, Montana, and annexation to the corporate limits of the City of the amended plat, hereinafter referred to as "Subdivision."

2. SUPPORTING DOCUMENTS

- A. Amended Plat of Block 21 & Lots 1-10, Block 22, Highland Park Addition and vacated rights-of-way, all in Section 13, Township 20 North, Range 3 East, Cascade County, Montana, prepared by Woith Engineering, and filed of record in the Clerk and Recorder's Office of Cascade County, Montana.
- B. Final engineering drawings and specifications prepared by Woith Engineering, consisting of documents for extension of City's sanitary sewer system to serve Subdivision. Said drawings and specifications are on file in the City Engineer's office.
- C. Site plan attached hereto as Exhibit "A" illustrating building locations, setbacks, maximum building height and lot coverage.

3. 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 Subdivision, 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 Owners.

4. FEES AND CHARGES

A. Prior to annexation of Subdivision, Owners shall, in addition to the \$700.00 Zoning/Conditional Use Permit Fee, \$600.00 Amended Plat Fee, \$200.00 Right-of-way Vacation Fee and \$100.00 Annexation Application Fee, which have been paid, pay the following required fees as provided by City policy, ordinances and resolutions:

a) Agreement Fee	\$ 200.00
b) Annexation Resolution Fee	100.00
c) Storm Sewer Fee (\$250/acre x 2.811 acre)	702.75
d) Recording Fees for annexation documents (\$11 per page x 10 pages)	110.00
Total fees made payable to City of Great Falls	\$ 1,112.75

- B. Owners or their 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.
- E. Owner agrees to complete within two (2) years of the date of this Agreement, the installation of the sanitary sewer to serve Subdivision, according to plans referenced in Paragraph 2.B. above and filed in the City Engineer’s office and in accordance with standards of City.

5. FUTURE OBLIGATION FOR IMPROVING 8TH ST. S. AND 19TH AVE. S.

Owners hereby agree to waive right to protest and agree to pay for proportionate share of the costs to improve the abutting portions of 8th Street South and 19th Avenue South to City standards based upon subdivision’s frontage on said right-of-way, when deemed necessary by City. In addition, Owner further agrees to pay for 50% of the costs of an 8 inch water main in that portion of 19th Avenue South abutting Subdivision, if deemed necessary by the City.

6. SIDEWALKS

Owners hereby agree to install City sidewalk in the portions of 8th Street South and 19th Avenue South abutting Subdivision at such time said roadways are improved to City standards.

7. SOIL AND/OR GROUNDWATER CONDITIONS

Owners hereby agree to indemnify and hold the City, its employees, agents and assigns harmless for and against all damages, claims, attorney fees, judgments, demands and/or liabilities that may, arise from, be attributable to or be sustained as a result of adverse soil and/or groundwater conditions associated with Subdivision.

8. FUTURE STORM DRAINAGE FACILITIES

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

9. FUTURE SANITARY SEWER FACILITIES

Owners hereby agree to waive their right to protest any future area wide special improvement district for sanitary sewer facilities and further agree to pay for proportionate share of any future sanitary sewer improvements which service Subdivision that may be installed with or without an area wide special improvement district. The term "area wide" as used herein, means any area larger than that covered by Subdivision which is served by a gravity sanitary sewer system.

10. PUBLIC ROADWAY LIGHTING

Owners hereby agree to waive their right to protest any future special lighting district for public roadway lighting facilities that service Subdivision, and further agree 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.

11. WAIVER OF PROTEST OF ANNEXATION

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

12. WARRANTY, OWNERSHIP AND INSPECTION OF UTILITY IMPROVEMENTS

- A. After the sanitary sewer described in Paragraph 2.B. hereof has 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. Said sanitary sewer shall be guaranteed 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 sanitary sewer described in Paragraph 2.B. hereof, shall be subject to City's infrastructure inspection policy in place at the time of installation.

13. 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.

14. MAINTENANCE DISTRICTS

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

15. CITY ACCEPTANCE AND APPROVAL

In consideration of the foregoing, City hereby accepts and approves;

- A. the vacation of the southerly 20 feet of 19th Avenue South, and all of 20th Alley South, 21st Alley South and 20th Avenue South within the Subdivision;
- B. the amended plat of Subdivision;
- C. annexation of the Subdivision into the corporate limits of City;
- D. assigning a zoning classification of M-1 Mixed use district to the Subdivision, upon annexation to the City; and
- E. granting a conditional use permit to allow a contractor yard, type II within Subdivision.

16. DESIGN REVIEW BOARD

Owner hereby agrees to submit and obtain Design Review Board approval of the site plan and structures proposed to be constructed within Subdivision including landscaping, signage, yard lighting and sight-obscuring fence or other such improvements.

17. ADHERENCE TO SITE PLAN

Owner hereby agrees that development upon Lot 1A, Block 21, Highland Park Addition, shall be substantially in accordance with the Site Plan attached hereto as Exhibit "A" and by this reference made a part hereof and applicable City Codes, and the terms and conditions contained in this Agreement.

18. UNFORESEEN POTENTIALITIES

It is mutually recognized, understood and agreed by City and Owners 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.

19. BINDING EFFECT

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

parties to the Agreement, their devisees, heirs, successors and assigns, to conform to the provisions, covenants and terms of this Agreement.

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

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

Gregory T. Doyon, City Manager

ATTEST:

Lisa Kunz, City Clerk

(Seal of City)

APPROVED FOR LEGAL CONTENT:

City Attorney

OWNERS

[Redacted Signature]

DALE YUREK

[Redacted Signature]

TRACY YUREK

[Redacted Signature]

DAVID WILLIAMSON

[Redacted Signature]

ROCHELLE WILLIAMSON

State of Montana)

:ss.

County of Cascade)

On this 13 day of August, in the year Two thousand and Nine, before me, the undersigned, a Notary Public for the State of Montana, personally appeared DALE YUREK, TRACY YUREK, DAVID WILLIAMSON AND ROCHELLE WILLIAMSON, known to me to the persons whose names are subscribed to the instrument within and acknowledged to me that they executed the same.

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

[Redacted Signature]

Notary Public for the State of Montana

C. JAMES HELSETH

Notary Public for the State of Montana (Printed)

Residing at GREAT FALLS, MT

My commission Expires 10/19/08, 2010

(NOTARIAL SEAL)



AMENDED PLAT OF
**BLOCK 21 AND BLOCK 22 OF
 THE REVISED PLAT OF HIGHLAND PARK
 WITH FIRST ADDITION THERE TO**
 A SUBDIVISION LOCATED IN THE SE1/4, SECTION 13, T20N, R3E, P.M.M.,
 CASCADE COUNTY, MONTANA, INCORPORATING THEREIN THE VACATED
 PORTIONS OF 19TH AND 20TH AVENUE SOUTH AND THE ALLEYS OF
 BLOCK 21 AND BLOCK 22

FOUND IRON PIN
 1/4 SECTION 13
 SW 1/4
 SW 1/4
 SW 1/4
 SW 1/4

T.P.O.B.

ARMSTRONG
 &
 ENGLAND

EXCLUSIVE EASEMENT TO
 THE CITY OF GREAT FALLS

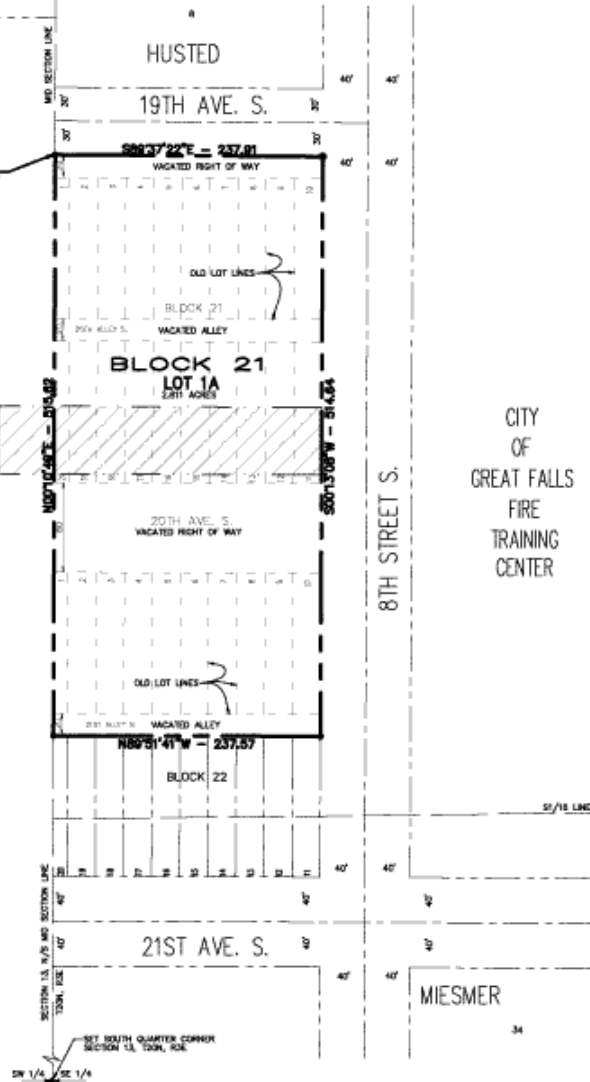
VOLK



0 50 100
 BASIS OF BEARING IS TRUE NORTH
 BASED ON GEODETIC ANGLES FROM
 SURVEY GRADE G.P.S. SYSTEM

LEGEND

- CURRENT ADDITION BOUNDARY
- - - EASEMENT LINE
- - - ABANDONED LINES
- - - CENTERLINE
- - - EXISTING PROPERTY LINE
- - - SECTION LINE
- P.O.B. POINT OF BEGINNING
- T.P.O.B. TRUE POINT OF BEGINNING
- SET IRON PIN AND CAP
- FOUND MONUMENT
- MM SET QUARTER CORNER



CITY
 OF
 GREAT FALLS
 FIRE
 TRAINING
 CENTER

8TH STREET S.

SET SOUTH QUARTER CORNER
 SECTION 13, T20N, R3E
 ON 1/4 SEC 1/4

CERTIFICATE OF SURVEY

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 amended plat, the tract of land to be known as the **AMENDED PLAT OF BLOCK 21 AND BLOCK 22 OF THE REVISED PLAT OF HIGHLAND PARK WITH FIRST ADDITION THERE TO**, a subdivision located in the SE1/4, Section 13, T20N, R3E, P.M.M., Cascade County, Montana, more fully described as follows:

Beginning at the iron pin marking the corner of Section 13, T20N, R3E, P.M.M., Cascade County, Montana; thence S87°10'41"W, 745.35 feet along the mid-section line of said Section 13 to **TRUE POINT OF BEGINNING**; thence S87°22'27"E, 227.91 feet; thence S87°13'08"W, 514.64 feet along the westerly right of way line of 8th Street South; thence N87°31'41"W, 137.37 feet; thence N87°10'41"W, 515.62 feet along the mid-section line of said Section 13 to the **TRUE POINT OF BEGINNING**; containing 2.811 acres.

The above described tract of land is to be known and designated as the **AMENDED PLAT OF BLOCK 21 AND BLOCK 22 OF THE REVISED PLAT OF HIGHLAND PARK WITH FIRST ADDITION THERE TO**, Cascade County, Montana.

SALE YERKS

TRACY YERKS

STATE OF MONTANA)
 County of Cascade)

On this _____ day of _____, 2009, before me, a Notary Public, in and for the State of Montana, personally appeared, SALE YERKS and TRACY YERKS, known to me to be the persons that executed the foregoing Certificate of Survey 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. 12885, do hereby certify that in April, 2009 I supervised the survey of the tract of land shown on the attached **AMENDED PLAT OF BLOCK 21 AND BLOCK 22 OF THE REVISED PLAT OF HIGHLAND PARK WITH FIRST ADDITION THERE TO**, 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, P.E./L.S.
 Montana Reg. No. 12885

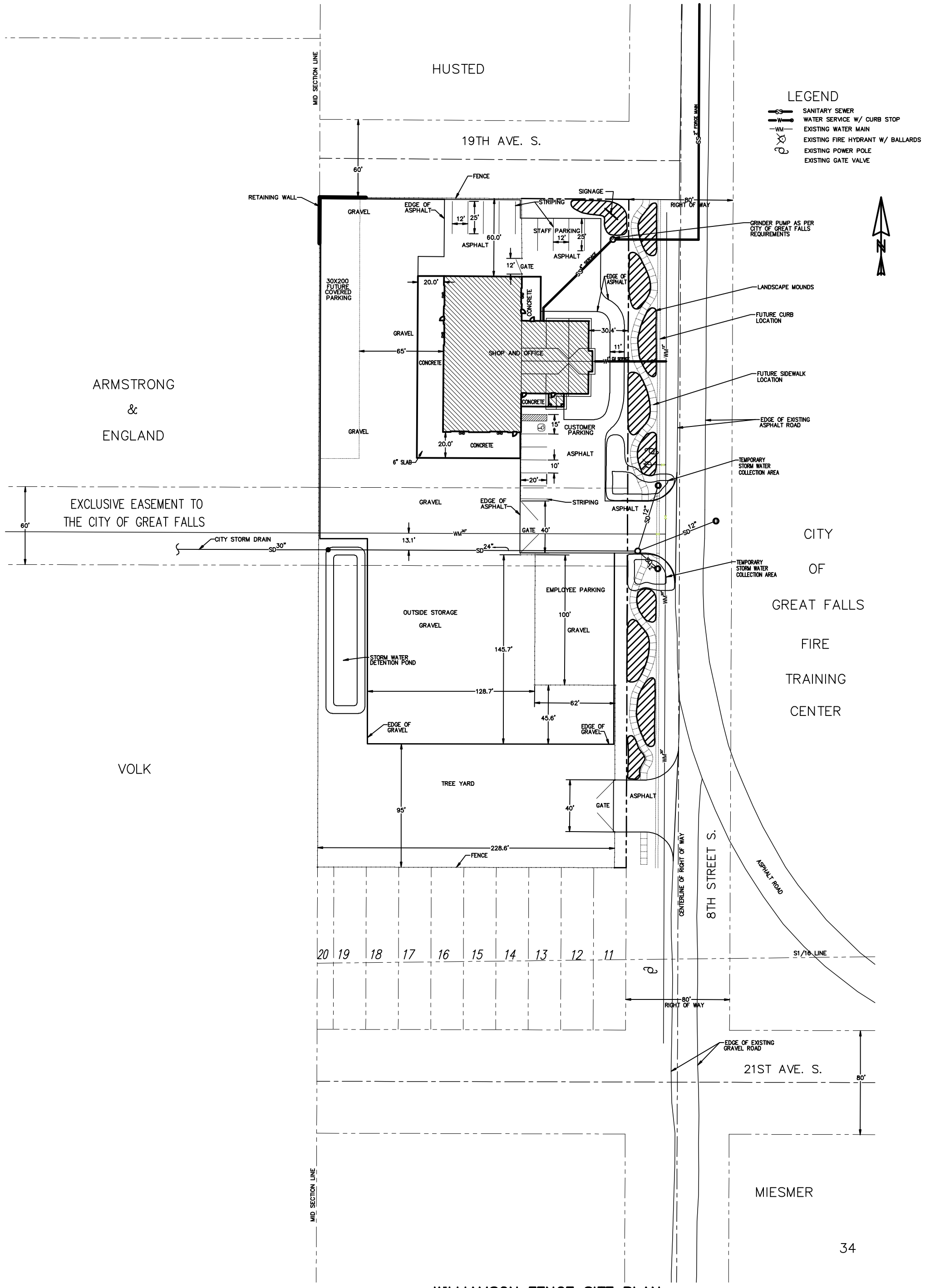
CERTIFICATE OF COUNTY TREASURER

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 **AMENDED PLAT OF BLOCK 21 AND BLOCK 22 OF THE REVISED PLAT OF HIGHLAND PARK WITH FIRST ADDITION THERE TO**, Cascade County, Montana, and find that the taxes on the same have been paid for the last five years. Dated this _____ day of _____, 2009.

JESS ANDERSON, Cascade County Treasurer

WORTH ENGINEERING, INC.
 ENGINEERS & SURVEYORS
 715 1ST AVE. S.W. GREAT FALLS, MONTANA 59405

DATE: 05/12/09
 FILE: 2009-0011
 SHEET: 11 OF 11
 DATE: 04-08



LEGEND

	SANITARY SEWER
	WATER SERVICE W/ CURB STOP
	EXISTING WATER MAIN
	EXISTING FIRE HYDRANT W/ BALLARDS
	EXISTING POWER POLE
	EXISTING GATE VALVE



WILLIAMSON FENCE SITE PLAN

**FINDINGS OF FACT
FOR AMENDED PLAT OF BLOCK 21 & LOTS 1-10,
BLOCK 22, HIGHLAND PARK ADDITION
AND VACATED RIGHTS-OF-WAY,
ALL IN SECTION 13, T20N, R3E, CASCADE COUNTY, MONTANA
(PREPARED IN RESPONSE TO 76-3-608(3)MCA)**

I. PRIMARY REVIEW CRITERIA

Effect on Agricultural

The subdivision site is bordered on two sides by urban development and has not been used for agricultural purposes for many years. The subdivision will not interfere with any irrigation system or present any interference with agricultural operations.

Effect on Local Services

The subdivision will connect to City water and sewer systems. The subdivider will pay the cost of extending the sanitary sewer system. The City should not experience any appreciable increase in maintenance and operating costs. The business locating within the subdivision will pay regular water and sewer charges. The subdivision will receive law enforcement and fire protection service from the City of Great Falls. The nearest fire station is 1.5 miles from the subdivision site. Providing these services to the light industrial uses that are planned within the subdivision is expected to be a negligible cost to the City. Increased tax revenues from improved properties will likely cover any increase in costs associated with providing City services.

Effect on the Natural Environment

The subdivision is not expected to adversely affect soils or the water quality or quantity of surface or ground waters. Surface runoff will be detained on site and any excess storm water will be discharged to follow the historic drainage path and percolate into the soil. The owners agree to waive their right to protest any area wide plan to install storm drainage facilities to the area.

Effect on Wildlife and Wildlife Habitat

The subdivision is in close proximity to urban development. The subdivision is not in an area of significant wildlife habitat and will not result in closure of public access to hunting or fishing areas, nor to public lands.

Effect on Public Health and Safety

Based on available information, the subdivision is not subject to abnormal potential natural hazards such as flooding, wildfire, snow or rockslides, nor potential man-made hazards such as high voltage power lines, high- pressure gas lines, high traffic volumes, or mining activity.

II. REQUIREMENTS OF MONTANA SUBDIVISION AND PLATTING ACT, UNIFORM STANDARDS FOR MONUMENTATION, AND LOCAL SUBDIVISION REGULATIONS

The subdivision meets the requirements of the Montana Subdivision and Platting Act and the surveying requirements specified in the Uniform Standards for Monumentation, and conforms to the design standards specified in the local subdivision regulations. The subdivider and the local government have complied with the subdivision review and approval procedures set forth in the local subdivision regulations.

III. EASEMENT FOR UTILITIES Within the subdivision, the subdivider will provide the necessary utility easements as apart of the subdivision plat. The subdivider grants those duly licensed persons providing or offering to provide telephone, electric power, natural gas, cable television, water and sewer service, or other similar service, the right to the joint use of the utility easements shown on said plat for the construction, maintenance, repair, or removal of their lines and other facilities upon advance notice to the affected landowners and consistent with requirements as may be imposed by the City of Great Falls now or in the future.

IV. LEGAL AND PHYSICAL ACCESS

Legal and physical access to the subdivision is provided by 8th Street South, dedicated right-of-way maintained by the City of Great Falls.

Karen Kay Kinkaid Husted

Educational Consultant

P. O. Box 3535 Douglas, AZ 85608
Phone/FAX 520 - 558-2546
Cell Phone 520 - 400 - 1474
karenkhusted@gmail.com

June 8, 2009

City of Great Falls Planning Department
Attn: Charles Sheets
P O Box 5021
Great Falls, Montana 59403-5021

Dear Mr. Sheets,

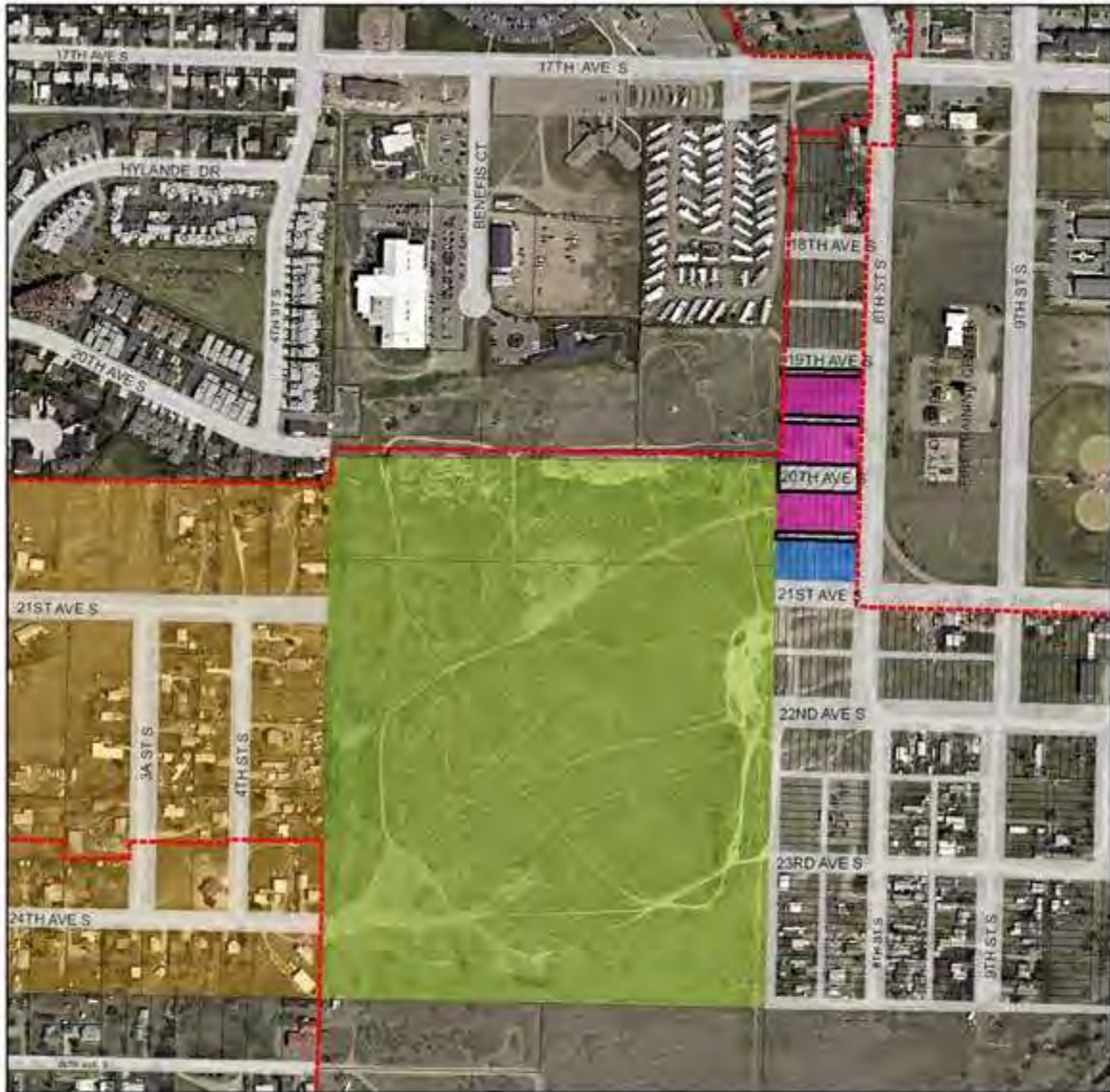
This is to inform you that I am in opposition to the applications from Dale and Tracy Yurek regarding amended Plt Blocks 21 & 22, Highland Park.

Due to the fact that I was not given prior notification of this change, I do not believe I have had time to evaluate all aspects of it and the impact that it may have to my property.

I will attempt to have a representative at the meeting on June 9, 2009. However due to late notification regarding this issue, it may not be possible.

Sincerely,


Karen Kay Kinkaid Husted



- EXISTING CITY LIMITS
- DEDICATED PUBLIC RIGHTS-OF-WAY
- WILLIAMSON FENCING (YUREK) PROPERTY PROPOSED TO BE ANNEXED BY RESOLUTION 9858
- RIGHTS-OF-WAY PROPOSED TO BE VACATED BY RESOLUTION 9859
- WILLIAMSON FENCING PROPERTY NOT PRESENTLY BEING ANNEXED
- VOLK PROPERTY
- GRANDVIEW TRACTS

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY given that the Great Falls Planning Board/Zoning Commission will hold a public hearing in the Commission Chambers, Civic Center Building, Great Falls, Montana, on June 9, 2009, at 3:00 P.M. to consider applications from Dale and Tracy Yurek, regarding the following:

- 1) Amended Plat of Block 21 & Lots 1-10, Block 22, Highland Park Addition and vacated rights-of-way, all in Section 13, T20N, R3E, Cascade County, Montana.
- 2) Vacate the southerly 20 feet of 19th Avenue South, All of 20th Alley South, 21st Alley South and 20th Avenue South, between the west right-of-way of 8th Street South and the west subdivision of Highland Park Addition.
- 3) Annexation of the area contained in said Amended Plat and abutting portion of 19th Avenue South.
- 4) Establish City zoning classification of M-1 Mixed use district and grant a conditional use permit to allow a contractor yard, type II upon the property requested to be annexed.

Said Amended Plat combines platted lots and rights-of-way requested to be vacated into one lot located along the west side of 8th Street South between 19th Avenue South and 21st Alley South.

Said Amended Plat, site plan and zoning information are on file in the Planning Office, Civic Center, #2 Park Drive South. Any interested person may appear and speak for or against and/or submit written comments regarding said rights-of-way requested to be vacated, amended plat, annexation, assignment of City zoning and conditional use permit to the Planning Board/Zoning Commission prior to or during said public hearing.

If special accommodations for disabilities are needed, please call 771-1180 Ext 438 (TDD 454-0495).

Great Falls Planning Board/Zoning Commission
/s/ Bill Walters, Interim Secretary

Publication Date: May 24, 2009

AFFIDAVIT

On May 21, 2009, I caused to be transmitted by mail to property owners as listed below, a copy of the Notice of Public Hearing to be held before the Great Falls City Zoning Commission on Tuesday, June 9, 2009, at 3:00 P.M. to consider application from Dale and Tracy Yurek, regarding the following:

- 1) Amended Plat of Block 21 & Lots 1-10, Block 22, Highland Park Addition and vacated rights-of-way, all in Section 13, T20N, R3E, Cascade County, Montana.
- 2) Vacate the southerly 20 feet of 19th Avenue South, All of 20th Alley South, 21st Alley South and 20th Avenue South, between the west right-of-way of 8th Street South and the west subdivision of Highland Park Addition.
- 3) Annexation of the area contained in said Amended Plat and abutting portion of 19th Avenue South.
- 4) Establish City zoning classification of M-1 Mixed use district and grant a conditional use permit to allow a contractor yard, type II upon the property requested to be annexed.

<u>Parcel #</u>	<u>Owner of Record</u> -----
1790500	SPEARHEAD LLC
1790550	ARMSTONG LYNETTE ETAL
1892920	CITY OF GREAT FALLS
1892925	LIVESAY ROBERT & JAN M
2071800	LIVESAY ROBERT L & JAN M
2072000	LIVESAY ROBERT & JAN M
2072100	OVESON JUDITH M
2072300	HUSTED WARREN T & KAREN KAY
2072400	KINKAID ELIZABETH & KAREN K
2073300	YUREK DALE & TRACY ETAL
2073350	YUREK DALE & TRACY ETAL
2075200	WADSWORTH SHANNON
2422300	VOLK ROY D & DIANE K



Charles Sheets 5/21/09

NOTICE OF EXTENSION OF BOUNDARIES
OF CITY LIMITS, ESTABLISHMENT OF CITY ZONING, GRANTING A
CONDITIONAL USE PERMIT AND VACATION OF RIGHTS-OF-WAY THEREIN

NOTICE IS HEREBY GIVEN that on July 21, 2009, the Great Falls City Commission adopt Resolution 9841, an expression of intent to vacate the southerly 20 feet of 19th Avenue South, all of 20th & 21st Alleys South and 20th Avenue South between the west right-of-way of 8th Street South and the west boundary of Highland Park Addition and accepted on first reading Ordinance 3040, assigning, upon annexation to the City of Great Falls, a City zoning classification of M-1 Mixed use district and granting a conditional use permit to allow a contractor yard, type II to the Amended Plat of Block 21 & Lots 1-10, Block 22, Highland Park Addition and Vacated Rights-of-Way, all in Section 13, T20N, R3E, Cascade County, Montana.

Said Amended Plat combines platted lots and vacated rights-of-way into one lot located along the west side of 8th Street South between 19th Avenue South and 21st Alley South. Williamson Fencing and Sprinklers intends to relocate to this site.

ALSO TAKE NOTICE that a public hearing on the proposed alteration of the boundaries of said City, vacation of rights-of-way and Ordinance 3040 will be held in the Commission Chambers at the Civic Center, #2 Park Drive South, Great Falls, Montana, on August 18, 2009, at 7:00 P.M. at which hearing said City Commission shall hear all persons and all things relative to said proposed annexation, rights-of-way vacation, establishment of City zoning and granting a conditional use permit.

NOTICE IS FURTHER GIVEN that the City Clerk will receive expressions of approval or disapproval, in writing, of the proposed alteration of the boundaries of said City, vacation of rights-of-way and Ordinance 3040 prior to said public hearing.

If special accommodations for disabilities are needed, please call 771-1180 Ext. 438 (TDD 454-0495).

/s/ Lisa Kunz
City Clerk

Dates of Publication: August 2 and 9, 2009



Item: Ordinance 3044; Social Host Ordinance

From: Chad G. Parker, Acting City Attorney

Initiated By: Chad G. Parker, Acting City Attorney

Presented By: Chad G. Parker, Acting City Attorney

Action Requested: City Commission to remove Ordinance 3044, Social Host Ordinance, from the table and adopt Ordinance 3044, as amended.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission remove Ordinance 3044, the Social Host Ordinance, from the table and (adopt/deny) Ordinance 3044 as amended.”

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

Staff Recommendation: It is the recommendation of the Acting City Attorney that the City Commission remove Ordinance 3044 from the table and adopt the same after having amended the ordinance for clarification purposes and to reflect the desires of the Commission and public regarding the terms of enforcement.

Background: Ordinance 3044 was tabled by the City Commission after the Public Hearing at the August 18, 2009 City Commission Meeting to allow members of the community concerned about the legal effect of the proposed ordinance to meet with the Acting City Attorney to resolve any pending issues. Further the Ordinance was tabled to allow for amendment of the penalty section to reflect the Commission's recommendations.

On August 24, 2009 representatives of the Great Falls Landlord Association met with the Acting City Attorney and suggested addition of the phrase, "[t]he term shall not include a property owner who does not have knowledge that the activity, event, gathering, or party, whether or not the activity, event, gathering, or party was permitted or allowed, would result in an underage person being in possession of or consuming an alcoholic beverage," to the definition of "Social Host" under § 9.10.020 (14). This phrase was added into the definition of "Social Host" along with the phrase, "or parent." This change has been made to assist the public in understanding the true intent and effect of the ordinance.

Other changes include minor additions to the "Definitions" section for clarification purposes and the phrase, "within the City" to the "Prohibited Acts" section to complete the previously requested amendments regarding jurisdiction.

The "Penalties" section has also been changed to remove a sentence of imprisonment for a first conviction.

Concurrences: The Police Department, City Administration, the Legal Department, the Cascade County DUI Task Force, and the EUDL Coalition support its execution.

Fiscal Impact: None.

Alternatives: Require City Law Enforcement to continue using State law §§ 45-5-622, 45-5-623, and 45-5-624 MCA as their primary tool to combat underage drinking. However, these statutory sections do not adequately address the source of incidents where the crime of minor in possession of alcohol are committed nor do they affect all age groups capable of committing the offense.

ORDINANCE 3044

**AN ORDINANCE AMENDING OCCGF TITLE 9, ADDING
CHAPTER 10, PERTAINING TO SOCIAL HOST**

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

Section 1: That OCCGF Title 9, Chapter 10, Sections 010 thru 040, be created as depicted in Exhibit A.

Section 2: This Ordinance shall be in full force and effect thirty (30) days after its passage and adoption by the City Commission.

APPROVED by the City Commission of the City of Great Falls, Montana, on first reading August 4, 2009.

PASSED, APPROVED AND ADOPTED by the City Commission of the City of Great Falls, Montana, as amended on second reading September 1, 2009.

Dona R. Stebbins, Mayor

ATTEST:

Lisa Kunz, City Clerk

(Seal of the City)

APPROVED FOR LEGAL CONTENT:

Chad Parker, Acting 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 3044 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

Ordinance 3044-Exhibit A
Chapter 10
SOCIAL HOST

Sections:

9.10.010	Purpose, Findings
9.10.020	Definitions
9.10.030	Prohibited Acts
9.10.040	Penalties

9.10.010 Purpose, Findings

Consumption of alcoholic beverages by minors at parties, or gatherings where minors consume alcoholic beverages, present numerous problems for the City of Great Falls, Montana, minors, and law enforcement. Specifically:

- Montana teens report one of the highest binge drinking (heavy episodic - defined as 5 or more drinks in one sitting) rates in the nation, 34.4 percent of Montana Youth admit to binge drinking episodes. This is the highest in the United States.
- Great Falls' teens report a higher binge drinking rate than the Montana average. In Cascade County, 38.9 percent of youth admit to binge drinking. This is one of the highest rates in the state.
- In Great Falls, the Municipal Court, the Youth Court, the Great Falls Police Department, and the Cascade County Sheriff's Office have dealt with or issued 2,066 Minor in Possession of Alcohol violations in the City of Great Falls since January 1, 2006. Due to alcohol abuse problems, in 2005 alone, 6,689 persons were admitted to alcohol treatment programs in Montana.
- The Great Falls Police Department has expended countless man-hours and countless resources on enforcement of underage drinking laws which has detracted from their ability to tend to violent crime and other necessary law enforcement activities. Recent reports state that Montana spends an average of 49.1 million dollars annually on alcohol related criminal offenses.
- Due to the severity of the problem in Cascade County, and especially the City of Great Falls, the Great Falls Police Department has written a grant for and received over \$1,000,000.00 in federal grant funds to be used solely for combating underage drinking and alcohol related crimes in the community. Despite this funding and the efforts of law enforcement and community groups, the problem of underage drinking in Great Falls continues to grow.

Alcohol abuse is also linked to numerous other health and life issues for our youth, including, but certainly not limited to, sexual assault, unprotected sexual activity, teenage pregnancy, sexually transmitted diseases, physical assault, and academic difficulties.

The Commissioners of the City of Great Falls, Montana, find and declare that the purpose of the ordinance is:

- 1) to protect public health, safety, and general welfare;
- 2) to enforce laws prohibiting the consumption of alcohol by minors;
- 3) to reduce the cost of providing police services to parties, gatherings, or events that call for a response by requiring that social hosts ensure minors are not consuming alcoholic beverages; and, under Montana Code Annotated §§ 7-1-4123 and 7-1-4124, the City of Great Falls has the legislative power, subject to the provisions of state law, to adopt, amend, and repeal ordinances and resolutions required to:
 - a) preserve the peace and order and secure freedom from dangerous and noxious activities; and,
 - b) secure and promote the general public health and welfare.

Further, Montana Code Annotated § 7-32-4302 provides, **in pertinent part**, that the City of Great Falls has the power to prevent and punish intoxication, loud noises, disorderly conduct, and acts or conduct calculated to disturb the public peace or which are offensive to public morals within its limits ~~or within 3 miles of the limits thereof.~~

9.10.020 Definitions

- (1) "Alcohol" means ethyl alcohol, also called ethanol, or the hydrated oxide of ethyl.
- (2) "Alcoholic Beverage" means a compound produced and sold for human consumption as a drink that contains more than 0.5% of alcohol by volume; the term also includes, but is not limited to, Beer, Hard Cider, Liquor, Malt Beverage, Table Wine, and Wine.
- (3) "Beer" means a malt beverage containing not more than 7% of alcohol by weight.
- (4) "Hard cider" means an alcoholic beverage that is made from the alcoholic fermentation of the juices of apples or pears and that contains not less than 0.5% alcohol by volume and not more than 6.9% alcohol by volume, including but not limited to flavored, sparkling, or carbonated cider.
- (5) "Liquor" means an alcoholic beverage except beer and table wine.
- (6) "Malt beverage" means an alcoholic beverage made by the fermentation of an infusion or decoction, or a combination of both, in potable brewing water, of malted barley with or without hops or their parts or their products and with or without other malted cereals and with or without the addition of unmalted or prepared cereals, other carbohydrates, or products prepared from carbohydrates and with or without other wholesome products suitable for human food consumption.
- (7) "Table wine" means wine that contains not more than 16% alcohol by volume and includes cider.
- (8) "Wine" means an alcoholic beverage made from or containing the normal alcoholic fermentation of the juice of sound, ripe fruit or other agricultural products without addition or abstraction, except as may occur in the usual cellar treatment of clarifying and aging, and that contains more than 0.5% but not more than 24% of alcohol by volume. Wine may be ameliorated to correct natural deficiencies, sweetened, and fortified in accordance with applicable federal regulations and the customs and practices of the industry. Other alcoholic beverages not defined in this subsection but made in the manner of wine and labeled and sold as wine in accordance with federal regulations are also wine.
- (9) "City" means:
 - (a) the area within the incorporated city boundaries of the City of Great Falls ~~and the area outside of but within three (3) miles of those boundaries.~~
- (10) "Immediate family" means a spouse, dependent child or children, or dependent parents.
- (11) "Person" means any individual, business association, partnership, corporation, or other legal entity and an individual acting or purporting to act for or on behalf of a joint-stock company, unincorporated association or society, or other corporation of any character whatsoever as defined in Montana Code Annotated §§ 45-2-101 and 27-8-104.
- (12) "Parent" means any person having legal custody of a juvenile, including a natural parent, adoptive parent, step-parent, legal guardian, person to whom a court order has given temporary or permanent legal custody.
- (13) "Premises" means any home, yard, farm, field, land, apartment, condominium, hotel or motel room, or other dwelling unit, hall or meeting room, park, pavilion, or any other place of assembly, public or private, whether occupied on a temporary or permanent basis, whether occupied as a dwelling or specifically for a party, gathering, or other social function, and whether owned, leased, rented, or used with or without permission or compensation.
- (14) "Social Host" means any person who conducts, allows, organizes, supervises, controls, permits or aids another in conducting, allowing, organizing, supervising, controlling, or permitting a party, event, or gathering of any number of individuals. The term shall include, but is not limited to the following:
 - (a) Any person or persons who own, rent, lease, or otherwise control the premises where an event, a gathering, activity, or party takes place;
 - (b) The person or persons in charge of or responsible for the premises;
 - (c) The person or persons who organized the activity, event, gathering, or party.The term shall not include a property owner or parent who does not have knowledge that the activity, event, gathering, or party, whether or not the activity, event, gathering, or party was permitted or allowed, would result in an underage person being in possession of or consuming an alcoholic beverage.
- (15) "Underage Person" means any person younger than 21 years of age.
- (16) "Emergency Responders" means law enforcement officers, firefighters, emergency medical service personnel, and any other person having emergency response duties.
- (17) "Enforcement Services or Response Costs" means the monetary cost of salaries and benefits ~~or~~ of emergency responders for the amount of time spent responding to or remaining at an event, gathering or party and administrative costs attributable to the incident; the costs for medical treatment for any injured emergency responder, and the costs of repairing any damage to emergency responder equipment or vehicles, and the cost of use of such equipment or vehicle.

9.10.030 Prohibited Acts

A person violates this chapter when, as a social host, a person knows or reasonably should have known that an underage person is in possession of, is consuming, or has consumed, an alcoholic beverage on a premises within the City and fails to take reasonable steps, including, but not limited to, notifying law enforcement to prevent the underage consumption or possession by the underage person. The social host does not have to be present or on the premises at the time the prohibited act occurs.

9.10.040 Penalties

(1) A person convicted of violating this chapter shall be guilty of a criminal misdemeanor and shall be punished as follows: ~~by imprisonment for not more than 6 months and by a fine of not less than \$250 or more than \$500, plus court costs, except that if one or more underage persons found to have been in possession of or consumed an alcoholic beverage was 16 years of age or under, the person convicted of violating this chapter shall be punished by imprisonment of not less than 5 days, which may not be served on home arrest.~~

(a) for the first offense, shall be fined not less than \$250 or more than \$500, plus court costs;

(b) for the second or subsequent offense, shall be fined \$500, plus court costs, and imprisoned for not more than 6 months, except that if one or more underage persons found to have been in possession of or consumed an alcoholic beverage was 16 years of age or under, the person convicted of violating this chapter shall be punished by imprisonment of not less than 5 days, which may not be served on home arrest.

(2) The imposition or execution of the first 2 days of any sentence of jail may not be suspended and the court may not defer imposition of sentence.

(3) Notwithstanding the penalties listed above, a person convicted of violating this chapter shall be responsible for reimbursing the cost of enforcement services or response costs to the agencies furnishing emergency responders. Any claims for restitution, including, but not limited to, those for enforcement services or response costs, must be filed with the Court within 90 days of a conviction under this chapter.

(4) A prosecution for violation of this chapter may not be deferred.



Item: Contract for Water Rights Procurement
From: Public Works Department/Water Utility
Initiated By: City Commission/Staff
Presented By: Jim Rearden, Public Works Director
Action Requested: Enter into Professional Services Agreement

Suggested Motion:

1. Commissioner moves:

“I move the City Commission approve the Professional Services Agreement with PBS&J 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: Enter into the Professional Services Agreement with the PBS&J engineering firm to determine the availability of suitable water rights and, should the City choose, assist with the procurement thereof.

Background: In the document A Water Strategy for the Future, Water Right Solutions Inc. proposed a number of alternatives to ensure a stable supply of water to meet current and future needs. One of these options was the purchase of existing high-quality water rights. With direction from the City Commission, City Staff issued a Request for Proposals and interviewed several firms that were capable of providing these services. The firm being proposed, PBS&J, was the unanimous first choice of the committee performing the interviews.

Significant Impacts

This project would determine the availability of desirable water rights and rank them. The City would be left with the choice of whether to proceed with the purchase of water rights that are identified.

Citizen Participation

The issuance of a Request for Proposals that led to this agreement was approved by the City Commission at the November 18, 2008 regular meeting. Staff provided an update and recommendation to proceed with negotiation at the July 7, 2009 Commission Work Session.

Workload Impacts

Due to the sensitive nature of this project, it is anticipated that, along with normal contract management duties by assigned staff, several meetings involving the City Manager, Department and Division Heads will be required during the course of this project.

Purpose

The purpose of this agreement is to determine the availability of existing water rights that are available for sale, reviewing and ranking those rights and, should the City choose to proceed, assisting in the purchase of water rights.

Project Work Scope

The project is broken into a series of five tasks. Task 1 will identify a list of water rights that meet certain criterion that make them targets for potential acquisition. Task 2 will attempt to contact certain of these water right holders to determine their interest in selling their water rights. Task 3 will evaluate the water rights that appear most appealing, then rank and prioritize them. Tasks 4 and 5 would provide assistance, should the City wish, with acquisition decisions and provide negotiation assistance. The work scope for Tasks 1 through 3 are detailed in the agreement. The work scope for Tasks 4 and 5 will be negotiated, if necessary, when the City's needs become clearer.

Evaluation and Selection Process

A Request for Proposals was issued in February 2009 for consulting services to review water rights for potential purchase. Five proposals were received. A team was chosen to interview the proposers and rank the firms. The team was made up of Commissioner Bronson, Greg Doyon, Coleen Balzarini and Mike Jacobson. Dave Dobbs was asked to observe, but was not able to attend all of the interviews. Subsequent to the interviews, one of the firms chose to withdraw their proposal from consideration. The firm of PBS&J was the committee's unanimous choice from the remaining firms.

Conclusion

Staff recommends that the City enter into this agreement.

Concurrences: Not Applicable.

Fiscal Impact: The agreement provides a firm cost for Task 1 and estimated costs for Tasks 2 and 3. Task 1 cost will be \$14,000. Task 2 is estimated to cost between \$8,000 and \$10,000. Task 3 is estimated to cost between \$7,000 and \$8,000. The total of these three tasks are between \$29,000 and \$32,000. Each will be billed on actual costs with a not-to-exceed ceiling. Funding will be provided by the Water Utility.

The work scope for Tasks 4 and 5 are too speculative to provide a cost estimate and would be negotiated when the City's needs became clearer.

Alternatives:

The City could choose not to enter into this agreement.

Attachments/Exhibits:

- Proposed agreement



PROFESSIONAL SERVICE AGREEMENT

THIS Agreement, made and entered into _____, by and between Post, Buckley, Schuh, & Jernigan, Inc. (PBS&J) and the Client identified herein, provides for the Professional Services described under Item 2 of this Agreement.

CLIENT: _____ City of Great Falls

ADDRESS: _____
PO Box 5021
Great Falls, MT 59403

CONTACT PERSON: _____ Mike Jacobson

PHONE NO.: _____ 406-727-1325 FAX NO.: _____ 406-727-1327

SHORT TITLE: _____ Great Falls Water Right Procurement

PROJECT NUMBER: _____ Great Falls Office File 1510
Project Manager: _____ Karl Uhlig PBSJ # 100009633

IS CLIENT FEE OWNER OF PROJECT?

YES NO N/A

(If answer is NO, please provide name/address of owner.)

NAME/ADDRESS OF OWNER: _____

DOES CLIENT HAVE OWNER'S

AUTHORITY FOR THESE SERVICES?

YES NO N/A

1. LEGAL DESCRIPTION OF PROJECT SITE:

City of Great Falls is generally located within multiple sections in T20N, R3E; T20N, R4E; and T21N, R3E in Cascade County, Montana.

2. SCOPE OF SERVICES TO BE PROVIDED BY PBS&J

(if additional pages are necessary, they are identified as Attachment A):

--See Attachment A - Scope of Work and Task List dated August 19, 2009.

--Other consulting services and/or tasks as requested by Client. (Faxed or emailed authorizations are acceptable when authorization is included in text of message.)

3. THE COMPENSATION TO BE PAID PBS&J for providing the requested services shall be

(if additional pages are necessary, they are identified as Attachment B):

Direct personnel expense plus a surcharge of _____, plus reimbursable costs.*

A Lump-Sum charge of _____, plus out-of-pocket expenses.

Unit Cost/time Charges identified in Attachment B, plus reimbursable costs.*
* See explanation under Item number 5 below.

4. IF PBS&J's SERVICES UNDER THIS AGREEMENT ARE DELAYED for reasons beyond PBS&J's control, the time of performance shall be adjusted appropriately. Except where the services provided are under a continuous service contract for more than one year, if the services under this Agreement are delayed for a period of more than one (1) year from the beginning date (as above provided), the fees shall be subject to renegotiation; any change in such fees shall apply only to the unfinished services as of the effective date of such change.

IN WITNESS WHEREOF, this Agreement is accepted on the date written above and subject to the terms and conditions above stated.

(SIGN WITH BALL POINT PEN)

CLIENT: _____ City of Great Falls, Montana

Post, Buckley, Schuh & Jernigan, Inc.

SIGNED: _____

SIGNED: _____

TYPED NAME: _____

TYPED NAME: _____ Karl Uhlig

TITLE: _____

TITLE: _____ Group Manager

DATE: _____

DATE: _____

(SEAL & ATTEST)

City of Great Falls
(Owner)

By _____
Greg Doyon

City Manager
(Title)

By _____
Lisa Kunz

City Clerk
(Title)

APPROVED FOR LEGAL CONTENT:

By _____
Chad Parker

Acting City Attorney
(Title)

5. **COMPENSATION:** Direct personnel expense shall be defined as: the cost of salaries and fringe benefit costs related to vacation, holiday, and sick leave pay; contributions for Social Security, Workers' Compensation Insurance, retirement benefits, and medical and insurance benefits; unemployment and payroll taxes; and other allowed benefits of those employees directly engaged in the performance of the requested service.

Reimbursable costs include: fees of Professional Associates (whose expertise is required to complete the project) and out-of-pocket expenses, the cost of which shall be charged at actual costs plus an administrative charge of 18%, and shall be itemized and included in the invoice.

12%

Typical out-of-pocket expenses shall include, but not be limited to, travel expenses (lodging, meals, etc.), job-related mileage at the prevailing Company rate, long distance telephone calls, courier, printing and reproduction costs, and survey supplies and materials. In the event the requested service involves the use of electronic measuring equipment, computers, plotters, and other special equipment such as boats, swamp buggies, etc., an additional direct charge shall be made for the use of this equipment.

It is understood and agreed that PBS&J's services under this Agreement are limited to those described in Item 2 hereof (and Attachment A, if applicable) and do not include participation in or control over the operation of any aspect of the project. Compensation under this Agreement does not include any amount for participating in or controlling any such operation.

6. **DOCUMENTS:** All original sketches, tracings, drawings, computations, details, design calculations, and other documents and plans that result from PBS&J's services under this Agreement are and remain the property of PBS&J as instruments of service. Where such documents are required to be filed with governmental agencies, PBS&J will furnish copies to the Client upon request. Reuse or modification by the Client is prohibited. Any unapproved use or modification shall be at Client's or others' sole risk without liability or legal exposure to PBS&J unless approved in writing by PBS&J prior to such reuse.

7. **INVOICE PROCEDURES AND PAYMENT:** PBS&J shall submit invoices to the Client for work accomplished during each calendar month. For services provided on a Lump Sum basis, the amount of each monthly invoice shall be determined on the "percentage of completion method" whereby PBS&J will estimate the percentage of the total work (provided on a Lump Sum basis) accomplished during the invoicing period. Monthly invoices shall include, separately listed, any charges for services for which time charges and/or unit costs shall apply. Such invoices shall also include, separately listed, any charges for Professional Associates and reimbursable costs. Such invoices shall be submitted by PBS&J as soon as possible after the end of the month in which the work was accomplished and shall be due and payable by the Client upon receipt. The Client agrees that the monthly invoice from PBS&J is correct, conclusive, and binding on the Client unless the Client within twenty (20) working days from the date of receipt of such invoice, notifies PBS&J in writing of alleged inaccuracies, discrepancies, errors in the invoice, or the need for additional backup.

The Client, as owner or authorized agent for the owner, hereby agrees that payment as provided herein will be made for said work within 30 days from the date the invoice for same is mailed to the Client at the address set out herein or is otherwise delivered, and, in default of such payment, hereby agrees to pay all costs of collection, including reasonable attorney's fees, regardless of whether legal action is initiated. The Client hereby acknowledges that unpaid invoices shall accrue interest at the maximum rate allowed by law after they have been outstanding for over 30 days. PBS&J reserves the right to suspend all services on the Client's project without notice if an invoice remains unpaid 45 days after date of invoice. This suspension shall remain in effect until all unpaid invoices are paid in full.

It is understood and agreed that PBS&J's services under this Agreement do not include participation, whatsoever, in any litigation. Should such services be required, a Supplemental Agreement may be negotiated between the Client and PBS&J describing the services desired and providing a basis for compensation to PBS&J.

8. **COST ESTIMATES:** Client hereby acknowledges that PBS&J cannot warrant that any cost estimates provided by PBS&J will not vary from actual costs incurred by the Client.
9. **LIMIT OF LIABILITY:** The limit of liability of PBS&J to the Client for any cause or combination of causes shall be, in total amount, limited to the fees paid under this Agreement.
10. **CONSTRUCTION SERVICES:** If, under this Agreement, professional services are provided during the construction phase of the project, PBS&J shall not be responsible for or have control over means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work; nor shall PBS&J be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents or for the Contractor's failure to comply with applicable laws, ordinances, rules or regulations.
11. **INSURANCE:** PBS&J shall at all times carry Workers' Compensation insurance as required by statute, commercial general liability insurance including bodily injury and property damage; automobile liability coverage; and professional liability coverage. Insurance certificates will be provided to the Client upon request. Client agrees to require that PBS&J be named as an additional insured on insurance coverages provided by contractors on the Project.
12. **ASSIGNMENT:** Neither the Client nor PBS&J will assign or transfer its interest in this Agreement without the written consent of the other.

13. **SUSPENSION, TERMINATION, CANCELLATION OR ABANDONMENT:** In the event the project described in Attachment A, or the services of PBS&J called for under this Agreement, is/are suspended, canceled, terminated or abandoned by the Client, PBS&J shall be given seven (7) days prior written notice of such action and shall be compensated for the professional services provided up to the date of suspension, termination, cancellation or abandonment in accordance with the provisions of this Agreement for all work performed up to the date of suspension, termination, cancellation or abandonment, including reimbursable expenses.

PBS&J may terminate this Agreement for cause by giving Client seven (7) days written notice of the cause and seven (7) days in which to cure the cause or breach. PBS&J shall be compensated for all work performed up to the date of termination.

14. **ENTIRETY OF AGREEMENT:** This writing embodies the entire Agreement and understanding between the parties hereto, and there are no other Agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing signed by both parties hereto.
15. **PERMITTING:** In cases where the scope of services requires PBS&J to submit, on behalf of the Client, a permit application and/or approval by a third party to this contract, PBS&J does not make any warranties, guarantees or representations as to the success of our effort on behalf of the Client. Payment for services rendered by PBS&J is not contingent upon the successful acquisition of these permits.
16. **WAIVER:** Any failure by PBS&J to require strict compliance with any provision of this contract shall not be construed as a waiver of such provision, and PBS&J may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.
17. **HAZARDOUS WASTE, MATERIALS OR SUBSTANCES:** Unless otherwise specifically provided in this Agreement, PBS&J shall not be responsible for or have control over the discovery, presence, handling, removal, transport or disposal of hazardous waste, materials or substances in any form on the project site.
18. **DISPUTE RESOLUTION:** If a dispute arises out of or related to this Agreement or the breach thereof, the parties will attempt to settle the matter between themselves. If no agreement can be reached the parties agree to use mediation with a mutually agreed upon mediator before resorting to a judicial forum. The cost of a third party mediator will be shared equally by the parties. In the event of litigation, the prevailing party will be entitled to reimbursement of all reasonable costs and attorneys' fees. The parties mutually agree that a similar dispute resolution clause will be contained in all other contracts executed by Client concerning or related to this contract and all subcontracts executed by PBS&J.
19. **GOVERNING LAW:** This Agreement shall be governed by and construed according to the laws of the State where the situs of the work is located.
20. **LIMITED COPYRIGHT LICENSE:** PBS&J grants Client a paid-up, non-transferable, non-exclusive license to make or have made copies of any copyrightable materials delivered under this Agreement and specifically marked by PBS&J as "Reproduction Authorized."
21. **INTELLECTUAL PROPERTY:** With the sole exception of specifically marked reproducible materials subject to the Limited Copyright License herein, all worldwide right, title and interest in and to any and all Intellectual Property conceived, invented, authored or otherwise made by or on this Agreement shall remain the sole and exclusive property of PBS&J, its successors and assigns unless licensed or assigned by PBS&J pursuant to a separate written instrument. The term "Intellectual Property" shall be construed broadly to include all forms of intellectual property including without limitation all: inventions, discoveries, designs, plans, improvements, trademarks, service marks and copyrights in drawings, computer programs, architectural works and in all other original works of authorship.

SCOPE OF WORK AND TASK LIST

The initial scope of work will include some communication between the City of Great Falls and PBS&J. Discussions between PBS&J and the City are needed to determine the direction that PBS&J takes in searching for realistic candidate water rights for purchase.

Task 1: Suitable Water Right Identification

PBS&J will:

- A. Work with the City to determine the target volume and flow rate that the City expects to need for future growth. Use the current growth projections and water usage to refine the expected future water needs as discussed in the document A WATER STRATEGY FOR THE FUTURE dated January 2008.
- B. Work with the City to determine the search criteria in terms of water right size.
 - a. Define the minimum water right flow rate and/or volume criteria (RFP suggests a volume of 500 af) that will be feasible to pursue with the understanding that multiple water rights may be needed to achieve the amount required for future growth.
 - b. Identify a range of priority dates that will be feasible to pursue. PPL of Montana has Missouri River rights with priority dates as early as 1908. Priority is a key component of a water right's reliability and should be a key search criterion for direct flow water rights. In the case of storage however, priority date is less relevant and therefore stored water can be considered regardless of priority date.
- C. Work independently using GIS to search the available DNRC water right data in an effort to identify water rights located on major rivers that meet the agreed criteria. The search will initially include the following rivers:

Mainstem Missouri above Morony Dam, including storage in upper basin
Sun River Jefferson River
Smith River Boulder River
Dearborn River Beaverhead River
Gallatin River Big Hole River
Madison River

Task 1 Deliverables

PBS&J will provide the City with a listing of potentially suitable water rights and owner names. This will provide the basis for a direct mail solicitation. The list will include owner name, source of water, diversion flow rate, priority date, and volume (if listed), approximate river miles from Great Falls, current use, and a recommendation to pursue or not pursue.

Task 1 Time to Complete

PBS&J proposes to begin work on Part A of Task 1 as soon as a signed contract is in place (estimated to be mid-August). We recommend scheduling a kick-off meeting for

the second week in September. At the time of the kick-off meeting, the parties should be prepared to agree on the amount of water the City projects it will need and the water right search criteria that PBS&J will apply when conducting its research. Part C of Task 1 can be completed within 4 weeks of final agreement on the search criteria. See the attached proposed work plan for timeline estimates.

Task 1 Cost Estimate

Costs for Task 1 will be billed on a Time and Materials basis and will not exceed \$14,000 as outlined in the attached work plan and PBS&J Fee Schedule.

Task 2: Solicitation and Tracking

PBS&J will:

- A. Work with the City to develop language for a solicitation letter and strategies for choosing recipients from the list developed in Task 1. Depending upon the number of water rights identified in Task 1, there may be advantages to breaking the list into subsets, such as the largest 10% or the geographically closest 10%, then sending letters to those water right owners first.
- B. Once the language of the solicitation letter is agreed on, send out the solicitations, track responses, field inquiries from recipients. All letters sent and responses received will be tracked in a spreadsheet listing several possible outcomes. Possible outcomes include:
 - a. Yes, interested
 - b. No, not interested
 - c. Might be interested
 - d. No response
 - e. Returned mail
- C. Conduct follow-up communications with interested respondents, non-respondents and research returned mail to determine if a new owner or address can be identified. Re-send letters if new information is obtained.

Task 2 Deliverables

PBS&J will provide a final mailing list and a proposed solicitation letter. Upon acceptance by the City of the language proposed in the letter, PBS&J will mail individual letters to the agreed final mailing list. A final report of all responses and the result of any follow-up communications will be submitted to the City.

Task 2 Time to Complete

PBS&J proposes to begin work on Part A of Task 2 as soon as the City reviews and approves the final list prepared in Task 1. PBS&J will submit the solicitation letter to the City for approval. Timing of the mailing will depend upon receipt of this approval. We highly recommend that the solicitation letter get out in the December/January time period so it is received during a time when farmers and ranchers are less busy.

Task 2 Cost Estimate

Costs for Task 2 will be billed on a Time and Materials basis and are estimated to be between \$8,000 and \$10,000 as outlined in the attached work plan and PBS&J Fee Schedule. This estimate is based upon conducting; one mailing, follow-up inquiries and a limited number of telephone discussions with potential water right sellers. If multiple mailings need to be conducted or if many respondents require follow-up telephone discussions, the cost will need to be renegotiated.

Task 3: Water Right Evaluation

PBS&J will:

- A. Based upon responses received in Task 2, PBS&J will evaluate the specific rights offered for sale that the City wishes to pursue for potential purchase. We will rank and prioritize them for further pursuit as described in the RFP submittal as follows:
 - a. Obtain copies of the complete water right files from the DNRC Records Unit for all water rights proposals received through the Water Rights Purchase RFP, including any Change Applications that may have been filed for those water rights.
 - b. Conduct an initial screening of the water right files to determine if any of water rights can be eliminated from consideration based on obvious questions about validity, size or potential to be changed to municipal use.
 - c. Conduct Due Diligence on water rights that pass the initial screening
 - i. Review the current water right abstracts for clerical accuracy
 - ii. Determine if any issue remarks exist on water rights that have been examined by the DNRC or decreed by the Montana Water Court.
 1. If there are issue remarks located on the abstracts estimate the level of effort required to remove/resolve the issues. It is more time consuming and legally complicated to make modifications to water rights that have already been included in a Water Court decree. The majority of basins above Great Falls on the Missouri and tributaries of the Missouri have already been decreed by the Water Court.
 - iii. If pre-73 water rights are proposed for sale to the City and have not been examined or decreed, review the claims according to Montana Supreme Court Rules for Water Right Claims Examination and determine if any issue remarks would be likely to be identified by the DNRC during its examination.
 - iv. In addition to the information in the water right claim file, review additional historical documentation:
 1. District Court decrees
 2. Water Resources Survey publication, photos and field notes
 3. Historic and current aerial photographs
 4. Records maintained by operators, if available
 5. Water Commissioner records, if available
 6. Topographic maps

7. Natural Resources and Conservation Service records, if available
 - v. Geographic Information Systems software (GIS) will be used to compare claimed or decreed water right places of use with historic and recent aerial photography.
- d. Make a preliminary analysis of the volume of water historically diverted and consumed under each right or set of rights.
- e. Determine if there are known water use conflicts on the source of supply for the water rights being proposed for sale. This information will be obtained through;
 - i. Our own knowledge and experience with a wide variety of water users across the state
 - ii. Contact with the DNRC Regional Office with jurisdiction of the subject water rights
 - iii. Interviews with water commissioners or other agents that work closely with water users
- f. All of this information will be synthesized to prioritize the water rights based on the level of suitability for acquisition by the City. Suitability will be measured according to three parameters;
 - i. The validity of the water right, i.e. the strength of the evidence supporting the historic beneficial use of the water
 - ii. The size of the water right, i.e. the volume of water historically used
 - iii. The reliability of the source to deliver the flow and volume described in the documentation for historic use

Task 3 Part A Deliverables

PBS&J will provide the City with a report of our findings. The report will contain a priority ranking of the water rights proposed for purchase. The report will outline our ranking methodology and will advise the City as to which, if any, rights would be suitable for acquisition.

Task 3 Part A Time to Complete

A progress meeting should be held before Task 3 begins. One main agenda item for this meeting needs to be agreement on the specific water rights to evaluate. Assuming that approximately 10 water rights will be offered for sale, it will take one month to complete the evaluation. However, this timeline will vary significantly depending upon the total number of rights identified as available in Task 2 above and the complexity of those rights.

Task 3 Part A Cost Estimate

Costs for Task 3 will be billed on a Time and Materials basis and are estimated to be between \$7,000 to \$8,000 as outlined in the attached work plan and PBS&J Fee Schedule. This cost estimate is based upon the evaluation of approximately 10 water rights offered for sale to the City. This cost estimate will vary significantly depending

upon the total number of rights identified as available in Task 2 above and the complexity of those rights.

B. Outline an Acquisition Strategy

a. Valuation

The first step in an acquisition strategy is to estimate the value for the top ranked rights identified for potential purchase. PBS&J will work with the City to determine which method of valuation would be most appropriate. Potential methods for valuation are:

- Comparative sales analysis
- Current market values for existing crops produced for irrigation rights
- Net Present Value method to project values moving forward in time

b. Potential for successfully completing the DNRC Change process

PBS&J will evaluate the potential for each water right identified for potential acquisition to successfully navigate the DNRC change process by meeting with DNRC representatives to identify the level of effort needed to show that relocation of the existing water right to the City is possible. Identify and report any potential pitfalls for particular water rights.

Task 3 Part B Deliverables

PBS&J will provide the City with a report of findings including recommendations regarding which water rights have the highest potential for successfully navigating the DNRC change process. PBS&J will present the results of Tasks 1, 2 & 3 at a City Commission Meeting.

Task 3 Part B Time to Complete

Once the City has reviewed the results of the Part A analysis and given PBS&J approval to proceed, it will take approximately 3 weeks to complete Part B of Task 3. Again, this timeline will vary significantly depending upon the total number of rights evaluated in Part A of Task 3 above and the complexity of those rights.

Task 3 Part B Cost Estimate

Costs for Task 3 will be billed on a Time and Materials basis and are estimated to be between \$4,000 and \$5,000 as outlined in the attached work plan and PBS&J Fee Schedule. This cost estimate is based upon providing a valuation for up to 10 individual water rights and investigating the success of those individual rights successfully navigating the DNRC change process. This cost will vary significantly depending upon the total number of rights evaluated in Part A of Task 3 above and the complexity of those rights.

Tasks 4 & 5: Assist with Acquisition Decisions & Provide Negotiation Assistance

PBS&J is prepared to provide assistance with these tasks as described in our original proposal however, it would be highly speculative to provide estimates of time frames and

costs associated with these tasks at this time. We recommend that the City and PBS&J develop an addendum to this contract at such time as the scope of these tasks can be more clearly defined.

The Cost Estimates for Tasks 2 & 3 are estimates at this time because the level of effort required to complete either task will depend upon how many of the water rights identified in Task 1 proceed to Tasks 2&3. A firm agreed price for each task will be negotiated and accepted by the City prior to initiating any work.

PBS&J is currently doing select engineering work for the Highwood Generating Plant project as a subcontractor to Bison Engineering. All work related to Bison is coordinated by our engineering staff located in our Bozeman office. The PBS&J water rights staff are all physically located in the Missoula office. All water right work conducted for the City of Great Falls under this contract will be coordinated and conducted by the water right staff located in the Missoula office. The Missoula water rights staff will not perform any work associated with the Highwood Generating Plant during the term of this contract with the City. There are both physical and expertise separations related to the work performed for the City related to the water right procurement project and the work performed for Bison Engineering related to the Highwood Generating Plant project.

Attachment B - PBS&J Fee Schedule

2009

ITEM	RATE	
<u>Personnel</u>		
Sr. Division Manager/ Principal Technical Professional	\$160–\$190/hour	
Sr. Group Manager/ Sr. Project Director/ Sr. Planner IV/ Sr. Scientist IV	\$145–\$160/hour	
Group Manager/ Sr. Project Manager II/ Project Director / Sr. Planner III/ Sr. Scientist III/ Sr. Engineer III	\$115–\$150/hour	
Sr. Project Manager I/ Sr. Planner II/ Sr. Scientist II / Sr. Engineer II	\$100–\$145/hour	
Project Manager /Associate Planner/ Sr. Scientist I/ Sr. Engineer I/ Sr. GIS Analyst I/ Sr. Surveyor I	\$90–\$120/hour	
Environmental Specialist / Engineer II/ Scientist II	\$80–\$95/hour	
Environmental Analyst / Engineer I/ Scientist I/ CAD Technician II/Technical Coordinator I	\$70–\$85/hour	
Program Assistant II/Technician II/ Technical Intern II	\$55–\$70/hour	
Technician I/Technical Intern I	\$50–\$60/hour	
Administrative (Office Svcs. Assistant I)	\$45–\$55/hour	
<hr/>		
ITEM	RATE	
<u>Equipment</u>		
Photoionization Detector	\$50.00/day	
Landfill-gas Meter	\$50.00/day	
LEL / O2 Meter	\$30.00/day	
Oil / Water Interface Probe	\$44.00/day	
pH, Temp., Cond. DO Meter	\$40.00/day	
Turbidimeter	\$30.00/day	
Groundwater Sampling Trailer (Grundfos Pump, Generator & Decon. Equip).	\$200.00/day	
Portable Generator & Grundfos Controller	\$150.00/day	
Portable Generator	\$50.00/day	
Hach Test Kit	\$30.00/day	
Petro Flag Samples	\$22.00/samp.	
12v Sample Pumps	\$30.00/day	
Groundwater Bailers	\$8.00/each	
Water / Soil Sampling Decontamination	\$10.00/sample	
Vinyl Tubing	\$.50/foot	
Filters	\$20.00/each	
Electric Water Level Tape	\$30.00/day	
Transducer Water Level Data Logger	\$125.00/day	
	\$300.00/wk	
	\$750.00/mo	
Flow Meter (Open Channel Meter)	\$50.00/day	
Cut Throat Flume	\$30.00/day	
10 HP Water Pump (425 gpm capacity)	\$150.00/day	
Pitot Tube Closed Channel Flow Meter	\$30.00/day	
Air Pump (low volume)	\$30.00/day	
Peristaltic Pump	\$30.00/day	
Whale Purge Pump	\$30.00/day	
Level C Protective Clothing	\$130.00/day	
Total Station Survey Equipment	\$100.00/day	
Level Line Survey Equipment	\$30.00/day	
Trimble Geoplotter III GPS Unit	\$60.00/day	
ITEM	RATE	
<u>Travel</u>		
Leica SR530 Survey Grade GPS	\$500.00/day	
Laser Level	\$40.00/day	
Magnetic Locator	\$30.00/day	
Raft	\$50.00/day	
ATV	\$100.00/day	
Truck (mileage less than 75 miles per day)	\$50.00/day	
Truck (mileage more than 75 miles per day)	\$.65/mile	
Per Diem	\$29.00/day	
Lodging	At cost	
<u>Communications</u>		
Copies (in-house black & white)	\$0.10/page	
Copies (in-house color 8.5" x 11")	\$1.50/page	
Copies (in-house color 11" x 17")	\$2.50/page	
Microfiche Prints	\$0.50/page	
CD Data Copy	\$10.00/CD	
<u>Plotting (draft/final plots *)</u>		
Size	Linework	
Raster		
A - 8.5"x11"	\$2.00	\$3.00
B - 11"x17"	\$5.00	\$7.00
C - 17"x24"	\$8.00	\$10.00
D - 24"x36"	\$10.00	\$15.00
E - 36"x48"	\$15.00	\$20.00
F - Oversize	\$15.00+	\$25.00+
* Working plots @ half cost.		
<u>Misc. Expenses & Consumable Supplies</u>		Cost+15%

Non-salary expenses that are directly attributable to the project (i.e., travel, meals, lodging, auto rentals, printing and copies, graphic materials, phone charges, equipment and specialized computer charges, etc.) and subcontractor fees include a 15% charge to cover overhead and administration.

1. This schedule is effective until December 31, 2009 and is subject to annual and/or periodic revisions thereafter, as necessary to accommodate inflationary trends, salary adjustments, and the general costs of business.
2. Invoices will be submitted by Consultant monthly. Client will notify Consultant, in writing, of any objections to an invoice within ten (10) days of the date of invoice. Otherwise, the invoice shall be deemed acceptable by the Client. Amounts indicated on invoices are due and payable immediately upon receipt. 12%
3. A late payment finance charge at a rate of 18% per annum (or the maximum amount allowed per law if lower) will be applied to any unpaid balance commencing 30 days after the date of the original invoice.
4. Fees for litigation and expert witness services will be charged at \$160.00 per hour with a 4-hour minimum per day.





Item: Ordinance 3045, Creating Title 2, Chapter 51 of the Official Codes of the City of Great Falls, Establishing a Youth Council

From: Patty Cadwell, Neighborhood Council Coordinator/Weed and Seed Director

Initiated By: Great Falls Youth Council

Presented By: Patty Cadwell, Neighborhood Council Coordinator/Weed and Seed Director

Action Requested: City Commission adopt Ordinance 3045 on final reading

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission adopt Ordinance 3045 on final reading.”

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

Staff Recommendation: It is recommended the City Commission adopt Ordinance 3045 on final reading.

Background: The Great Falls Youth Council has been in existence for 1 year with 6 active members. Its formation occurred as a result of a vision that actualized in the form of a Weed and Seed strategy. Weed and Seed personnel distributed applications to Great Falls High, CMR High, Paris Gibson Education Center and Central High. Twenty-one applications were received and there are 6 core members who plan to solicit other members in the future. These youth believe their input to the City Commission and their actions to improve youth involvement can positively influence the citizens of Great Falls.

To date, the Youth Council has conducted a survey of 500 high school students that they wish to present to the City Commission. The Youth Council also plans a video survey of residents of the Weed and Seed site. In addition, youth members plan to begin the process of establishing a Youth Center in Great Falls, a place where youth can gather for fun and learning. The Youth Council members recently attended a NeighborWorks USA Youth Leadership Institute in August through a partnership between Weed and Seed and NeighborWorks.

The Great Falls Youth Council will fall under the workload of the Neighborhood Council Coordinator. The Youth Council will meet at least monthly.

Concurrences: Members of the Weed and Seed Steering Committee; Tom Moore, Assistant Superintendent of GFPS; NeighborWorks Great Falls; and, members of the Neighborhood Councils concur that a Youth Council serving in an advisory capacity to the City Commission will benefit the citizens of Great Falls through the civic and social involvement of the youth members.

Fiscal Impact: There will be no fiscal impact to the City of Great Falls.

Alternatives: The City Commission may deny Ordinance 3045.

Attachments/Exhibits: Ordinance 3045, Exhibit A, Youth Council Mission and Bylaws.

ORDINANCE 3045

**AN ORDINANCE CREATING TITLE 2, CHAPTER 51 OF
THE OFFICIAL CODES OF THE CITY OF GREAT FALLS
ESTABLISHING A YOUTH COUNCIL**

WHEREAS, the City Commission of Great Falls has the authority to create a council pursuant to Article VII, Section 3 of the City Charter; and

WHEREAS, the City Commission of Great Falls believes that citizen participation is necessary and important in the process of governance; and

WHEREAS, the City of Great Falls promotes young people utilizing their skills and leadership to collaborate with City leaders and organizations throughout the community; and

WHEREAS, the City of Great Falls would realize a direct benefit from the formation of a Youth Council.

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

Section 1: That there is hereby enacted the creation of a Youth Council as set forth in Title 2, Chapter 51, Sections 010 thru 070 of the Official Codes of the City of Great Falls. The full text and provisions of which are set forth in Exhibit A, attached hereto and, by this reference, made a part hereof.

Section 2: This Ordinance shall be in full force and effect thirty (30) days after its passage and adoption by the City Commission.

APPROVED by the City Commission of the City of Great Falls, Montana, on first reading August 4, 2009.

PASSED, APPROVED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on second reading September 1, 2009.

Dona R. Stebbins, Mayor

ATTEST:

Lisa Kunz, City Clerk

(Seal of the City)

APPROVED FOR LEGAL CONTENT:

Chad Parker, Acting 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 3045 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

Ordinance 3045 – Exhibit A
Chapter 51
YOUTH COUNCIL

Sections:

2.51.010	Establishment	2.51.060	By-laws
2.51.020	Purpose	2.51.070	Open meetings and public records
2.51.030	Membership/Appointment/Terms		
2.51.040	Duties and Powers		
2.51.050	Organization		

2.51.010 Establishment

Pursuant to Article VII, Section 3 of the Charter for the City of Great Falls, a Youth Council is hereby established.

2.51.020 Purpose

The Great Falls Youth Council is dedicated to making the voice of the Great Falls Youth heard. Goals include bettering the community as a whole, making Great Falls safer and more enjoyable, and providing chances for youth to express themselves, become familiar with City government, and showcase their contributions. By inspiring youth and adults through their maturity, patience, open-mindedness and respect, the members of the Great Falls Youth Council will be leaders to unite the youth of the community.

2.51.030 Membership/Appointment/Terms

- A. The age range for membership in the Youth Council is 14 to 19 years of age. If a member turns 20 during an appointment to the Youth Council, the member will be allowed to complete the year with the Council.
- B. The limit on voting members is 30.
- C. Annual elections will be held in December with no limits on term appointments.
- D. Officers must attend 75% of scheduled meetings to retain voting privileges, with the exception of personal emergencies.
- E. Volunteer positions for those interested in the Youth Council after the 30 voting positions have been filled are open to all 14 to 19 year old interested parties, with the purpose of assistance in special projects.
- F. Applications to the Youth Council will be reviewed by the Officers. Applications will first go through the Neighborhood Council Coordinator for removal of personal identification information for an impartial assessment.

2.51.040 Duties and Powers

- The Youth Council will be composed of 30 voting members, with six Officers managing six key areas of the Youth Council. These six positions are as follows:

Minister of Finance (Treasurer)

- Tracks cash deposits and withdrawals
- Announces balance at each meeting
- Budgets projects in cooperation with the Neighborhood Council Coordinator

Knight or Lady of Internal Activities (Youth Council Social Coordinator)

- Organizes internal Youth Council Social Events
- Reserves and makes payment to facilities

Earl or Countess of Records (Secretary)

- Archival of official documents related to Youth Council
- Takes minutes of scheduled Youth Council business meetings
- Maintains log of activities other than scheduled business meetings
- Cooperates with other members to produce business meeting agenda
- Documents attendance

Duke or Duchess of External Projects (Youth Council Community Projects Coordinator)

- Plans community and fundraising events in cooperation with other members
- Corresponds with appropriate facilities, directors, members of the community for projects

Grand Chairperson (Chair)

- Spokesperson for Youth Council to the media and other entities
- Calls meetings to order and presides over agenda

Duke or Duchess of Advertisement (Public Relations)

- Produces promotional material for public events
- Oversees maintenance and initial formation of website
- Produces announcements and recruitment material for new applicants

2.50.050 Organization

The Youth Council will be comprised of no more than 30 voting members, and six presiding officers. Interested youth other than the 30 voting members are invited to participate in special projects on a voluntary basis. The six board members will have no more power or voting privileges than the other 24 voting members but will serve as lead organizers on projects in which the entire Youth Council has input. The Youth Council, started by the Weed and Seed Initiative through the Community Development Office, will move to management under the Neighborhood Council Coordinator in the Community Development Office after the end of the Weed and Seed grant in 2010.

2.50.060 By-Laws

- A. The Youth Council shall adopt by-laws prescribing additional duties of the council, meeting criteria and times, and such other provisions as the council may deem appropriate.
- B. A copy of the by-laws shall be on file in the office of the City Clerk.

2.50.070 Open meetings and public records

- A. All meetings of the Youth Council shall be open to the public.
- B. All records maintained by the Youth Council shall be available for public inspection.

BYLAWS
CITY OF GREAT FALLS YOUTH COUNCIL

PURPOSE/ MISSION:

The Great Falls Youth Council serves as a forum for discussion, a catalyst for action, and a center for forward thinking and progressive thought that will harbor positive change for Great Falls youth and empower the young citizens of Great Falls to serve and contribute to the vitality, diversity, and habitability of our city.

ARTICLE 1 MEMBERSHIP

Section 1:

Membership in the Great Falls Youth Council will be determined by the completion of an application during the month of October each school year until all available space on the Youth Council is filled. The application process will be made known to Great Falls public, private, parochial schools, and alternative high schools. Applications will be read and approved by the current officers on the council.

Section 2:

A Youth shall serve a renewing term lasting now longer than to the individuals twentieth birthday or the student has resined or moved from the Great Falls area.

Section 3:

Youth serving on the council must reside in the Great Falls City limits hereunto.

ARTICLE II MEETINGS

Section 1:

Great Falls Youth Council regular meetings will be held once a week on Thursday evenings at 7:30 in the evening. All special meetings will be announced well in advance.

Section 2:

A quorum will consist of three youth council members present at the given gathering or meeting.

Section 3:

All meetings are open to the public in accord with the Montana Open Meeting Law. Adults, teens, and interested community members, and site residents, are welcome to come listen to slated projects in the Seed Site.



Item: Resolution 9852 to Levy and Assess Properties within the Business Improvement District

From: Martha Capps, Operations Supervisor

Initiated By: Annual Assessment Process

Presented By: Coleen Balzarini, Fiscal Services Director

Action Requested: City Commission adopt Resolution 9852
*****REVISED*****

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (adopt /deny) Resolution 9852.”

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

Staff Recommendation: Staff recommends the City Commission adopt Resolution 9852 to levy and assess properties within the Business Improvement District (BID).

Background: The BID was created in 1989 and renewed in 1999, each for periods of ten years by petition of the property owners within the District. Its overall purpose is to utilize assessments through the BID tax assessment and direct those monies back into the district to improve and revitalize the downtown area. The current district boundaries and the assessment formula have not changed since its origination date. In July 2009, by petition of the property owners within the District, the BID was recreated for a third term of ten years.

As required by State statute 7-12-1132 M.C.A, the BID presented a proposed work plan, budget, and recommended a method of levying an assessment on the properties within the district that best ensures the assessment on each lot or parcel is equitable in proportion to the benefits to be received for fiscal year 2009/2010. This presentation was held at the City Commission Work Session on August 4, 2009. Following the public hearing on August 18, 2009, the City Commission moved to adopt the 2010 Work Plan and budget for the BID.

Concurrences: The BID partners with several organizations, such as the Downtown Great Falls Association, Storefront University, First Night Great Falls, City and the Urban Art Project to carry out the overall purpose of improving and revitalizing the downtown area. Fiscal Services

staff is responsible for assessing and collecting the revenues necessary to carry out the work plan as presented by the Business Improvement District.

Fiscal Impact: The assessment formula as presented to the property owners and recommended to the City Commission is as follows:

- a flat fee of \$200.00 for each lot or parcel,
- an assessment of \$.00165 times the phase-in market valuation as provided for by the Montana State Legislatures and
- an assessment of \$.015 times the square footage of the land area.

The assessment requested for 2009/2010 is based on the above assessment formula and will generate approximately ~~ONE HUNDRED SIXTY-SEVEN THOUSAND ONE HUNDRED FORTY-SEVEN DOLLARS (\$167,147)~~ ONE HUNDRED SEVENTY TWO THOUSAND EIGHTY-NINE DOLLARS (\$172,089) in assessment revenue. The 2009/2010 estimated assessment per lot or parcel is indicated on the assessment projection summary as Exhibit "A" incorporated and made a part of Resolution 9852.

Alternatives: The City Commission could choose to deny the adoption of Resolution 9852 to assess the property owners within the Business Improvement District. However, on August 18, 2009, the City Commission approved the Business Improvement District budget which identifies the Business Improvement District assessment as 88% of the operating revenues. Denial of Resolution 9852 will prevent the Business Improvement District from carrying out the City Commission previously approved budget.

Attachments/Exhibits: Resolution 9852

RESOLUTION 9852

A RESOLUTION LEVYING AN ASSESSMENT ON ALL PROPERTY WITHIN THE GREAT FALLS BUSINESS IMPROVEMENT DISTRICT

WHEREAS, the City Commission of the City of Great Falls, is authorized to create and administer a business improvement district as provided by 7-12-1101 through 7-12-1151 M.C.A.; and,

WHEREAS, the purpose of a Business Improvement District is to promote the health, safety, prosperity, security and the general welfare of the inhabitants thereof and the people of this state; and will be of special benefit to the property within the boundaries of the district created; and,

WHEREAS, on May 16, 1989, the City Commission approved Resolution 8279 creating a Business Improvement District in Great Falls, Montana for a duration of ten (10) years; and

WHEREAS, on June 15, 1999, the City Commission approved Resolution 9025, and on July 7, 2009 approved Resolution 9833, re-creating said Business Improvement District for a duration of ten (10) years each; and

WHEREAS, a Board of Trustees for the Business Improvement District has been appointed and said Board has developed and submitted a Work Plan and Proposed Budget to the City Commission of the City of Great Falls; and,

WHEREAS, the City Commission of the City of Great Falls, is authorized to annually assess and collect the entire cost of the district against the entire district using a method, which best ensures that the assessment on each lot or parcel is equitable in proportion to the benefits to be received as provided by 7-12-1133 M.C.A.

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

Section 1

That on August 18, 2009, the City Commission of the City of Great Falls held a public hearing on any objections to the Work Plan and Proposed Budget with the understanding that approval of the two documents would necessitate the levying of an assessment on all the property in the district.

Section 2

That the assessment formula has been presented to the property owners and recommended to the City Commission as follows:

- a flat fee of \$200.00 for each lot or parcel,

- an assessment of \$.00165 times the phase-in market valuation as provided for by the Montana State Legislatures, and an
- assessment of \$.015 times the square footage of the land area.

The assessment requested for 2009/2010 is based on the above assessment formula and will generate approximately ONE HUNDRED SEVENTY TWO THOUSAND EIGHTY-NINE DOLLARS (\$172,089) in assessment revenue.

Section 3

That, due to overwhelming support for a Business Improvement District and concurrence with the assessment formula, the City Commission of the City of Great Falls hereby approves the levying of the assessment as indicated on the assessment projection summary attached to this resolution as Exhibit A.

PASSED by the Commission of the City of Great Falls, Montana, on this 1st day of September, 2009.

Dona R. Stebbins, Mayor

Attest:

Lisa Kunz, City Clerk

(SEAL OF CITY)

Approved for Legal Content: City Attorney

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

I, Lisa Kunz, City Clerk of the City of Great Falls, Montana, do hereby certify that the foregoing Resolution 9852 was placed on its final passage and passed by the Commission of the City of Great Falls, Montana, at a meeting thereof held on the 1st day of September, 2009, and approved by the Mayor of said City on the 1st day of September, 2009.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said City this 1st day of September, 2009.

Lisa Kunz, City Clerk

(SEAL OF CITY)

RESOLUTION #9852- EXHIBIT "A"

DOWNTOWN BUSINESS IMPROVEMENT DISTRICT
 TOTAL ASSESSMENT FOR FY 2009-2010
 REVISED 09/01/2009

PARCEL NO.	PROPERTY OWNER	SUB DIV	LOT	BLOCK	TOTAL SQ.FT.	SQ.FT. COST .015	MARKET VAL. LAND	MARKET VAL. IMPS.	TOTAL MARKET VAL.	TOTAL PARCEL .00165 X VAL.	FLAT FEE	TOTAL B.I.D. ANN. ASS.	
120	193650 FERRIN WILLIAM E & MARY SUZANNE TRUST	GFO	12	370	7,500	\$112.50	32,514	129,911	\$162,425	\$268.00	\$200	580.50	
121	193700 INTERMOUNTAIN MANAGEMENT & MARKETING INC	GFO	13,14	370	15,000	\$225.00	53,384	11,041	\$64,425	\$106.30	\$200	531.30	
122	193900 NEIGHBORHOOD HOUSING SERVICES INC	GFO	5	371	7,500	\$112.50	39,650	0	\$39,650	\$65.42	\$200	377.92	
123	193950 MONTANA LAND PROTECTION LLC	GFO	6,7	371	15,000	\$225.00	72,265	98,897	\$171,162	\$282.42	\$200	707.42	
124	194100 CITY OF GREAT FALLS ETAL	GFO	8-10	371	60,000	\$900.00	175,122	0	\$175,122	\$288.95	\$200	1,388.95	
125	224650 KELMAN ZOLLIE ETAL	GFO	1-3	417	53,579	\$803.69	67,167	232,855	\$300,022	\$495.04	\$200	1,498.72	
126	617100 WILLIAMS, DONALD E TRUST ETAL	FP1	UNIT A		6,665	\$99.98	12,542	751,883	\$764,425	\$1,261.30	\$200	1,561.28	
127	617150 WARD KRAIG ALLAN	FP1	UNIT B		871	\$13.07	1,597	152,258	\$153,855	\$253.86	\$200	466.93	
128	620650 CASCADE LEASING, INC.	CAP	UNIT A		3,615	\$54.23	17,365	58,162	\$75,527	\$124.62	\$200	378.84	
129	620660 WILSON,TOM	CAP	UNIT B		4,574	\$68.61	22,005	73,704	\$95,709	\$157.92	\$200	426.53	
130	620670 QHG LLP	CAP	UNIT C		6,839	\$102.59	32,895	110,184	\$143,079	\$236.08	\$200	538.67	
131	647400 LG REALTY PARTNERSHIP	EXPRESS BLDG, UNIT A			10,336	\$155.04	76,438	258,724	\$335,162	\$553.02	\$200	908.06	
132	647402 UGRIN NEIL E ETAL	EXPRESS BLDG, UNIT B			4,386	\$65.79	37,039	141,494	\$178,533	\$294.58	\$200	560.37	
133	647404 RAILROAD SQUARE LLC	EXPRESS BLDG, UNIT C			11,903	\$178.55	83,551	182,754	\$266,305	\$439.40	\$200	817.95	
134	647406 UGRIN NEIL E ETAL	EXPRESS BLDG, UNIT D			4,699	\$70.49	37,525	141,966	\$179,491	\$296.16	\$200	566.65	
135	650100 MARTIN SCHULKE & ST JOHN	HERITAGE BANK UNIT A			10,000	\$150.00	44,508	258,975	\$303,483	\$500.75	\$200	850.75	
136	650200 MARTIN SCHULKE & ST JOHN	HERITAGE BANK UNIT A1			10,000	\$150.00	44,508	258,975	\$303,483	\$500.75	\$200	850.75	
137	650300 MARTIN SCHULKE & ST JOHN	HERITAGE BANK UNIT B			10,000	\$150.00	44,508	258,975	\$303,483	\$500.75	\$200	850.75	
138	651010 STRIEPE W MARK & KARIN L	JHC	UNIT 1A		936	\$14.04	4,957	82,544	\$87,501	\$144.38	\$200	358.42	
139	651020 MONTCARE INC	JHC	UNIT 1B		588	\$8.82	2,901	24,860	\$27,761	\$45.81	\$200	254.63	
140	651030 CONNER, DENNIS & JANIS	JHC	UNIT 1C		542	\$8.13	2,414	67,627	\$70,041	\$115.57	\$200	323.70	
141	651040 ANDERSON RANCH COMPANY	JHC	UNIT 2A		560	\$8.40	2,873	84,891	\$87,764	\$144.81	\$200	353.21	
142	651050 SUTTON, DANNIE R SR	JHC	UNIT 2B		596	\$8.94	3,254	69,089	\$72,343	\$119.37	\$200	328.31	
143	651090 GT FALLS BUSINESS IMPROVEMENT DISTRICT	JHC	UNIT 3A		1,430	\$21.45	7,574	143,899	\$151,473	\$249.93	\$200	471.38	
144	651100 OLSON KENNETH R ETAL	JHC	UNIT 4A		1,424	\$21.36	7,545	91,784	\$99,329	\$163.89	\$200	385.25	
145	651110 DISCOVERY MEADOWS INC	JHC	UNIT 5A		1,424	\$21.36	7,545	55,519	\$63,064	\$104.06	\$200	\$325.42	
146	651501 L'HEUREUX PAGE WERNER, P.C.	KAT	UNIT 1		7,601	\$114.02	37,310	239,522	\$276,832	\$456.77	\$200	770.79	
147	651502 DANSON DEVELOPMENT CO	KAT	UNIT 2		1,668	\$25.02	8,273	89,889	\$98,162	\$161.97	\$200	386.99	
148	651503 SILVERTIP LLC	KAT	UNIT 3		2,224	\$33.36	11,113	130,881	\$141,994	\$234.29	\$200	467.65	
149	651504 NEIGHBORHOOD HOUSING SERVICES INC	KAT	UNIT 4		1,112	\$16.68	0	54,604	\$54,604	\$90.10	\$200	306.78	
150	651505 NEIGHBORHOOD HOUSING SERVICES INC	KAT	UNIT 5		2,966	\$44.49	0	156,884	\$156,884	\$258.86	\$200	503.35	
151	651506 DANSON DEVELOPMENT ETAL	KAT	UNIT 6		2,966	\$44.49	0	253,128	\$253,128	\$417.66	\$200	662.15	
152	1888300 GREAT FALLS GAS CO	MK. 22H, SEC 11, T20N, R3E			89,298	\$1,339.47	333,363	1,004,735	\$1,338,098	\$2,207.86	\$200	3,747.33	
153	1888310 MCMANUS PROPERTIES	MK. 22K, SEC 11, T20N, R3E			31,363	\$470.45	121,415	374,865	\$496,280	\$818.86	\$200	1,489.31	
154	1921200 NORTHWESTERN CORP TRANSMISSION & DISTR	GF	W1/2-12&13	312	26,250	\$393.75		1,303,726	\$1,303,726	\$2,151.15	\$200	2,744.90	
155	1921700 QWEST CORPORATION	GF	14	308	30,000	\$450.00		1,554,009	\$1,554,009	\$2,564.11	\$200	3,214.11	
TOTALS						1,947,595	\$29,213.93	8,403,159	59,400,078	\$67,803,237	\$111,875.34	31,000	\$172,089.27



Item: Resolution 9853 to Levy and Assess Properties within the Tourism Business Improvement District (TBID) No. 1307

From: Martha Cappis, Operations Supervisor

Initiated By: Annual Assessment Process

Presented By: Coleen Balzarini, Fiscal Services Director

Action Requested: City Commission adopt Resolution 9853

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (adopt /deny) Resolution 9853.”

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

Staff Recommendation: Staff recommends the City Commission adopt Resolution 9853 to levy and assess properties within the Tourism Business Improvement District (TBID).

Background: The TBID was created by Resolution 9792 on December 2, 2008 for the purpose of promoting tourism, conventions, trade shows, and travel to the City of Great Falls.

The assessment for the costs of tourism promotion and operating the TBID will be placed upon all hotels with six or more rooms. For this purpose of collecting TBID assessments, hotel is defined as any structure, or any portion of any structure, which is occupied or intended or designed for occupancy by transients for dwelling, lodging, or sleeping purposes and includes any hotel, inn, motel, or other similar structure or portion thereof, within the boundaries of the district.

As required by State statute MCA 7-12-1132, the TBID presented a proposed work plan, budget, and recommended a method of levying an assessment on the properties within the district that best ensures the assessment on each lot or parcel is equitable in proportion to the benefits to be received for fiscal year 2009/2010. Following the public hearing on August 4, 2009, the City Commission moved to adopt the 2010 Work Plan and budget for the TBID.

Concurrences: Fiscal Services staff is responsible for assessing and collecting the revenues necessary to carry out the work plan as presented by the TBID.

Fiscal Impact: The assessment formula recommended to the City Commission will be a flat fee of one dollar (\$1.00) per occupied room/night as prescribed in Section 7-12-1133, subsection (c), M.C.A.

The estimated assessment collections for 2009/2010 are based on the above assessment formula and will generate approximately ONE HUNDRED SIXTY THREE THOUSAND THREE HUNDRED FIFTY-THREE DOLLARS (\$163,353) in assessment revenue. The 2009/2010 assessment per hotel is indicated on the assessment projection summary as Exhibit "A" incorporated and made a part of Resolution 9853.

Alternatives: The City Commission could choose to deny the adoption of Resolution 9853 to assess the property owners within the TBID. However, on August 4, 2009, the City Commission approved the TBID budget which identifies the TBID assessment as 100% of the operating revenues. Denial of Resolution 9853 will prevent the TBID from carrying out the City Commission previously approved budget.

Attachments/Exhibits: Resolution 9853

RESOLUTION 9853

A RESOLUTION LEVYING AN ASSESSMENT ON ALL PROPERTY WITHIN THE GREAT FALLS TOURISM BUSINESS IMPROVEMENT DISTRICT (TBID) No. 1307

WHEREAS, the City Commission of the City of Great Falls, is authorized to create and administer a business improvement district as provided by 7-12-1101 through 7-12-1151 M.C.A.; and,

WHEREAS, the City is authorized, more specifically by 7-12-1101-1144 M.C.A., to create a Tourism Business Improvement District to promote tourism, conventions, trade shows, and travel to the City of Great Falls; and,

WHEREAS, The City Commission received petitions signed by more than the minimum requirement of 60 percent of the owners of the property proposed to be included in the district, and are on file in the City Clerks' office. The City Commission conducted a public hearing to consider establishing the TBID as provided for in State Statute.

WHEREAS, on December 2, 2008, the City Commission approved Resolution 9792, creating Tourism Business Improvement District No. 1307 in Great Falls, Montana; and,

WHEREAS, a Board of Directors for the Tourism Business Improvement District has been appointed and said Board has developed and submitted a Work Plan and Proposed Budget to the City Commission of the City of Great Falls; and,

WHEREAS, the City Commission is required by 7-12-1132 (b) M.C.A. to conduct a public hearing to hear objections to the work plan and budget, and may modify as it considers necessary and appropriate; and

WHEREAS, the City Commission of the City of Great Falls is authorized to require all or any portion of the cost of funding all uses and projects for tourism promotion within Great Falls, as specified in the Great Falls TBID budget, be paid by the owners of the property embraced within the boundaries of such a district.

WHEREAS, the City Commission of the City of Great Falls, is authorized to annually assess and collect the entire cost of the district against the entire district using a method, which best ensures that the assessment on each lot or parcel is equitable in proportion to the benefits to be received as provided by 7-12-1133 M.C.A.

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

Section 1

That on August 4, 2009, the City Commission of the City of Great Falls held a public hearing on any objections to the Work Plan and Proposed Budget with the understanding that approval of the two documents would necessitate the levying of an assessment on all the property in the district;

Section 2

That the assessment formula recommended to the City Commission will be a flat fee of one dollar (\$1.00) per occupied room night as prescribed in Section 7-12-1133, subsection (c), M.C.A.

The assessment requested for 2009/2010 is based on the above assessment formula and will generate approximately ONE HUNDRED SIXTY THREE THOUSAND THREE HUNDRED FIFTY-THREE DOLLARS (\$163,353) in assessment revenue.

Section 3

That, due to overwhelming support for a Tourism Business Improvement District and concurrence with the assessment formula, the City Commission of the City of Great Falls hereby approves the levying of the assessment as indicated on the assessment summary attached to this resolution as Exhibit A.

PASSED by the Commission of the City of Great Falls, Montana, on this 1st day of September, 2009.

Dona R. Stebbins, Mayor

Attest:

Lisa Kunz, City Clerk

(SEAL OF CITY)

Approved for Legal Content: City Attorney

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

I, Lisa Kunz, City Clerk of the City of Great Falls, Montana, do hereby certify that the foregoing Resolution 9853 was placed on its final passage and passed by the Commission of the City of Great Falls, Montana, at a meeting thereof held on the 1st day of September, 2009, and approved by the Mayor of said City on the 1st day of September, 2009.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said City this 1st day of September, 2009.

(SEAL OF CITY)

Lisa Kunz, City Clerk

RESOLUTION #9853- EXHIBIT "A"

**TOURISM BUSINESS IMPROVEMENT DISTRICT
TOTAL ASSESSMENT FOR FY 2009**

PARCEL NO.	PROPERTY OWNER	TOTAL TBID ASSESSMENT
1	001734800 AIRWAY MOTEL	EXEMPT
2	000314000 ALBERTA MOTEL	\$357
3	000716000 BEST RESTING MOTEL	\$869
4	001083100 BEST WESTERN HERITAGE INN	\$18,811
5	000311500 CENTRAL MOTEL	EXEMPT
6	001894200 CRESTVIEW INN	\$83
7	001900110 CRYSTAL INN - GTF	\$9,029
8	001861800 DAYS INN OF GREAT FALLS	\$7,655
9	000526020 EXTENDED STAY AMERICA #7068	\$5,692
10	000278000 FAIRFIELD INN	\$7,262
11	000824600 GREAT FALLS COMFORT INN	\$7,434
12	000722410 GREAT FALLS INN	\$7,996
13	001897600 HAMPTON INN	\$13,436
14	000972810 HILTON GARDEN INN	\$10,864
15	000821600 HOLIDAY INN	\$17,157
16	000898070 HOLIDAY INN EXPRESS HOTEL &	\$9,257
17	000122950 IMPERIAL INN	EXEMPT
18	000526040 LA QUINTA INN & SUITES	\$10,294
19	000157350 MID TOWN MOTEL	\$2,357
20	001083400 MOTEL 6 #4238	\$7,762
21	000189075 O'HAIRE MOTOR INN	\$5,592
22	000979200 PLAZA INN	EXEMPT
23	000191500 QUALITY INN	\$4,475
24	000185550 ROYAL MOTEL	EXEMPT
25	001832800 STARLIT MOTEL	EXEMPT
26	000979300 SUPER 8 MOTEL GREAT FALLS	\$6,913
27	000334900 TOWNHOUSE INN	\$9,589
28	000162050 TRIPLE CROWN	\$469
29	001047100 WESTERN MOTEL SKI'S	EXEMPT
		\$163,353



Item: Resolution 9861 to Levy and Assess the Cost of Removal and Disposal of Nuisance Weeds in the City of Great Falls, Montana from July 1, 2008 to June 30, 2009

From: Martha Capps, Operations Supervisor

Initiated By: Annual Assessment Process

Presented By: Coleen Balzarini, Fiscal Services Director

Action Requested: City Commission adopt Resolution 9861

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (adopt /deny) Resolution 9861.”

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

Staff Recommendation: Staff recommends the City Commission adopt Resolution 9861.

Background: From May through October of each year, nuisance weed violations are reported to the Public Works Department, either by phone or through e-mail on the City Website. The complaints include uncared for weeds and grasses in alleys, boulevards, vacant lots, yards, etc within the City limits. The Nuisance Weed Program involves investigation and notification of verified weed and grass violations. The investigation process involves an on-site inspection followed by the determination of the legal ownership of the properties. Once ownership of the properties has been established, notification letters of nuisance weed violations are prepared and mailed.

In accordance with the City of Great Falls Municipal Code 8.44.040, owners are given seven business days from the date of the notification letter to comply with the weed ordinance. After the allotted time has expired, properties are once again inspected. Properties found not in compliance are documented and scheduled for cutting by the City crew. Photographs are taken before cutting to verify violations and again when the work is done.

In May 2008 thru November 2008, 2,645 notices of weed violations were mailed to individual property owners, with 91 property owners being billed for the weed cutting charges. Exhibit “A” of the Resolution lists 37 remaining property owners to be assessed for non-payment after monthly billings, in the amount of \$11,100.

Section 7-22-4101, MCA, authorizes the City Commission to levy the cost of removing nuisance weeds against the properties if payment is not made.

Concurrences: Public Works staff is responsible for the operational expenses for the Nuisance Weed Program. Fiscal Services staff is responsible for assessing and collecting the revenues necessary to carry out the operations.

Fiscal Impact: Owners whose properties are cut by the City crews are billed for actual time spent cutting at the rate of \$200.00 per hour (minimum of one hour.) Adoption of Resolution 9861 will allow the City to reimburse the cost of work each year in the Nuisance Weed Program.

Alternatives: The City Commission could choose to deny the adoption of Resolution 9861; however, the reduction in services to the community could be harmful and render land unfit for agriculture, forestry, wildlife, native plant communities and the general public.

Attachments/Exhibits: Resolution 9861

RESOLUTION 9861

A RESOLUTION LEVYING AND ASSESSING THE COST OF REMOVAL AND DISPOSAL OF NUISANCE WEEDS IN THE CITY OF GREAT FALLS, MONTANA FROM JULY 1, 2008 TO JUNE 30, 2009

WHEREAS, the City Commission of the City of Great Falls declares the properties listed on the attached Exhibit A were issued a notice of weed violation; and,

WHEREAS, the City Commission of the City of Great Falls declares after due notice and re-inspection, the weeds had not been removed and were subsequently cut by the City.

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

1. The costs of said weed removal and disposal are hereby assessed upon the aforementioned properties in accordance with City of Great Falls Municipal Code 8.44.040 and Section 7-22-4101, MCA.
2. The description of each lot or parcel of land which is hereby levied upon and assessed, with the name of the owner, the amount of each assessment to be made, is as set out in the Assessment List, attached as Exhibit A, which said list is incorporated herein and made a part of this Resolution by this reference.

PASSED by the Commission of the City of Great Falls, Montana, on this 1st day of September, 2009.

Dona R. Stebbins, Mayor

Attest:

Lisa Kunz, City Clerk

(SEAL OF CITY)

Approved for Legal Content: City Attorney

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

I, Lisa Kunz, City Clerk of the City of Great Falls, Montana, do hereby certify that the foregoing Resolution 9861 was placed on its final passage and passed by the Commission of the City of Great Falls, Montana, at a meeting thereof held on the 1st day of September, 2009, and approved by the Mayor of said City on the 1st day of September, 2009.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said City this 1st day of September, 2009.

Lisa Kunz, City Clerk

(SEAL OF CITY)

RESOLUTION #9861 - Exhibit A
TO COUNTY FOR LIEN FILING ON NUISANCE WEEDS REMOVAL - JULY 1, 2008 TO JUNE 30, 2009
 REVISED 08/28/2009 w/ payments received

	PARCEL #	LOT	BLOCK	SUB-DIV.	PARCEL ADDRESS	PARCEL OWNER	Type	TOTAL CHARGE
1	9500	11	89	GF3	1611 8th Ave N	Hayes, Bobi Jo	Weeds	600.00
2	15500	13	99	GF11	2605 8th Ave N	Saubak, David Michael	Weeds	200.00
3	18350	8	104	GF12	3125 8th Ave N	Rearick, Michael F.	Weeds	200.00
4	25650	10	114	GF4	2217 7th Ave N	2217 7th Ave N Family Land Trust	Weeds	200.00
5	41200	9	133	GFO	521 6th Ave N	Frates, Larry E.	Weeds	200.00
6	42700	4	135	GFO	714 7th Ave N	Johnson, Maggie C.	Weeds	200.00
7	48650	1B	142	GF1	617 14th St N	Real Estate Investments LLC	Weeds	200.00
8	78650	S1/2 of Lot 7	186	GFO	512 6th St N	Frates, Larry E.	Weeds	400.00
9	79800	W37 1/2' of Lot 11	187	GFO	415 5th Ave N	Wells Fargo Bank NA	Weeds	800.00
10	89700	2	204	GF3	1706 5th Ave N	Hetland, Wayne	Weeds	300.00
11	143150	9	286	GF11	2621 1st Ave N	Lessor, John R.	Weeds	200.00
12	151200	S50' of Lot 1	297	GF3	113 15th St N	Frates, Larry E.	Weeds	400.00
14	171400	2	333	GF4	2206 1st Ave N	Horton, Walter E II & Rebecca Reahanne	Weeds	400.00
15	175350	S85' of Lot 14 N1/2 of E4.85' of Lot 6 - N1/2 of Lot	337	GF11	2601 Central Ave	Howell, Lawrence L. Etal	Weeds	200.00
16	220600	7	410	GFO	826 2nd Ave S	Mullins, Daniel G.	Weeds	400.00
17	241450	13	455	GFO	305 6th Ave S	Heavyrunner, Dewey	Weeds	200.00
18	251200	5 Lot 10 & E16' of	471	GFO	820 6th Ave S	Thomas, Mark E. & Lois M	Weeds	200.00
19	251450	Lot 11	471	GFO	817 7th Ave S	Sales, Courtney L.	Weeds	200.00
20	269550	11	498	GFO	613 9th Ave S	Welling, Patricia	Weeds	200.00
21	319100	5	741	GF10	1418 4th Ave S	PAJA 1418 LLC	Weeds	200.00
22	363700	3	5	BEF	2908 Central Ave	Rhodes, Bryan L.	Weeds	200.00
23	366800	6	7	BEF	3120 Central Ave	Statewide Mortgage Loan Trust 2006 1	Weeds	200.00
24	421000	22	8	BEP	2709 Greenbriar Dr	Wells, Jimmy D. & Irene C.	Weeds	400.00
25	429856	3	23	BEP	2708 Jasper Rd	Hightower, William D	Weeds	200.00
26	792700	6	16	FAV	1820 12th Ave S	Johnson, Dorthey M.	Weeds	200.00
27	973000	3 W20' of Lot 21 & E30' of Lot 22	3	HER	4727 2nd Ave N	Frates, Larry	Weeds	1,200.00
28	1135300	5	MOR	4021 4th Ave N.	Sproles, Brian A. & Barbara J.	Weeds	150.00	
29	1234750	8	PM3	603 Willowcreek Ct	Nelson, Christine J. & Aladreth	Weeds	200.00	
30	1305100	29	3	RIT	246 Smelter Ave NW	Reed, Leonard D	Weeds	200.00
31	1375100	23	28	NR2	312 Riverview 7 W	Duncan, Roger W. & Joan E.	Weeds	400.00
32	1408200	4 W20' of Lot 15 & All of Lot 16	8	N42	612 27th Ave NE	Thoreson, Leonard Lee	Weeds	200.00
33	1527500	1	SOA	3245 4th Ave S	Gray, Tammy J. & Timothy W	Weeds	200.00	
34	1750700	26	5	VV1	1009 15th St NW	Fairbanks, Seth D.	Weeds	200.00
35	1753500	18	14	VV2	1408 9th St NW	Montana Golden Group LLC	Weeds	500.00
36	1825100	11	26	WGF	921 3rd Ave NW	Grindelnd, Wilma	Weeds	150.00
37	1851300	4	4	WHS	1024 1st West Hill Dr.	Shook, David G.	Weeds	200.00

TOTAL	OUTSTANDING BALANCE						\$10,700.00
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13	168350	S75' of Lot 14	328	GF3	1701 Central Ave	Tribeca Landing Corporation	Weeds	400.00
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TOTAL	PAYMENTS RECEIVED						\$400.00
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Item: Resolution 9862 Annual Special Improvement District (SID) Revolving Fund Analysis

From: Martha Capps, Operations Supervisor

Initiated By: State and Federal SID Revolving Fund Cash Balance Guidelines

Presented By: Coleen Balzarini, Fiscal Services Director

Action Requested: City Commission Adopt Resolution 9862

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (adopt/deny) Resolution 9862”

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

Staff Recommendation: Staff recommends the City Commission adoption of Resolution 9862, authorizing the closure of two SID Subsidiary Debt Service Funds to the Revolving Fund, and no lending or release of SID Revolving Fund dollars to any subsidiary fund or to the General Fund at this time.

Background: Each year, staff analyzes the fund balances of the SID Subsidiary Funds and the SID Revolving Fund.

The City is authorized under IRS code to maintain a “reasonable required reserve” balance in the Revolving Fund to assure the re-payment of outstanding debt. This reserve is based on the lesser amount of:

- a) 10% of original issue principal amount of bonds currently outstanding;
- b) Maximum annual principal and interest; or
- c) 125% of the average annual principal and interest of bonds currently outstanding

Closing of Subsidiary Funds: M.C.A 7-12-4229 authorizes a municipality to transfer the funds placed in the revolving fund as a result of M.C.A 7-12-4169(2) to the general fund after final payment of the district’s bonds or warrants are paid. The repayment of debt for SID 1210 and 1268 is complete, and the subsidiary funds need to be closed to the SID Revolving Fund in the total amount of \$64,394.

Minimum Reserves: M.C.A, 7-12-4222 (1) (b) provides for deposits equal to 5% of the original SID bond issue amounts to secure the SID Revolving Fund. M.C.A, 7-12-4222 (2) states the City Commission must transfer to the revolving fund monies in the district fund that are not required for payment of any bond or warrant of the district. Accordingly, the City is currently required to have a minimum balance of \$27,750 in the SID Revolving Fund.

Revolving Fund Lending Authority: M.C.A 7-12-4223 states: “Whenever any special improvement district bond . . . or any interest thereon shall be due and payable and there shall then be either no money or not sufficient money in the appropriate district fund with which to pay the same, an amount sufficient to make up the deficiency may, by order of the council be loaned by the revolving fund to such a district fund.” Accordingly, the annual analysis indicates no subsidiary fund cash deficiencies and therefore, no revolving fund loans are necessary at this time.

Revolving Fund Surplus Release Authority: M.C.A 7-12-4227 (1)states: “Whenever there is an amount in the revolving fund in excess of the amount deposited in the revolving fund under M.C.A 7-12-4169(2) and in excess of 5% of the outstanding special improvement district bonds and warrants and the council considers any part of the excess to be greater than the amount necessary for payment or redemption of maturing bonds or warrants secured thereby or interest thereon, the council may: (1) by vote of all its member at a meeting called for that purpose order the amount of excess that is greater than the amount necessary for the payment or redemption of maturing bonds or warrants secured thereby or interest thereon or any part thereof transferred to the general fund of the city or town.”

Staff recommends no release of funds at this time, leaving the revolving fund balance at \$169,972.98, as security for the \$555,000 in SID Bonds currently outstanding.

The SID Revolving Fund and the SID debt service funds retain security as follows:

1. \$43,766.43 projected ending cash balance in excess of current debt service obligations for active SID’s
2. \$169,972.98 SID Revolving Fund balance retained as additional security for outstanding bonds, which reflects 5.8 times greater debt service coverage than the minimum required on Current SID bonds outstanding.

Concurrences: Analysis has been conducted in a manner that demonstrates compliance with State Statutory and Federal IRS cash balance limits.

Fiscal Impact: The SID Revolving Fund cash balance will increase to \$169,972.98, and the SID Subsidiary Fund cash balances will be \$43,766.73.

Alternatives: The City Commission may transfer any amount up to \$142,222.98 of Revolving fund monies to the General Fund. Doing so may have a negative effect on future SID debt issuance interest rates and terms as the SID investors market may prefer a larger reserve balance as evidence of security for their investment

Attachments/Exhibits: Resolution 9862
SID Revolving Fund Analysis Summary

RESOLUTION 9862

**A RESOLUTION AUTHORIZING THE TRANSFER OF MONIES TO/FROM
THE SPECIAL IMPROVEMENT DISTRICT (SID) REVOLVING FUND.**

WHEREAS, the following SID Subsidiary Funds are completed and need to be closed to the SID Revolving Fund as shown:

1210	\$21,700
1268	\$42,694

WHEREAS, there are no outstanding loans to any SID Subsidiary Funds from the SID Revolving Fund, and

WHEREAS, monies in excess of 10% of original SID bonds issued must be transferred and monies in excess of 5% of current bonds outstanding may be transferred by vote of the City Commission from the Revolving Fund to the General Fund, it has been determined:

SID Revolving Fund projected cash balance	\$169,973
Original issue of current SID Bonds outstanding	\$1,813,000
Current SID Bonds outstanding	\$555,000
Monies in excess of 10% of original issue of current SID Bonds outstanding (\$169,973- \$181,300)	NONE
Monies in excess of 5% of current SID Bonds outstanding (\$169,973 - \$27,750)	\$142,223

Maintaining reserves at \$169,973 results in 5.8 times greater debt service coverage than the minimum required balance of \$27,750.

WHEREAS, sufficient monies exist in the Revolving Fund and the purpose of the Revolving Fund is to provide a source for necessary SID Debt Service loan payments and the City Commission has determined an amount of \$169,973 currently in the SID Revolving Fund to be an adequate reserve in the SID Revolving Fund to ensure sufficient money available for SID Bond Debt.

NOW THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS that pursuant to M.C.A 7-12-4223, 7-12-4227, and 7-12-4229,

transfers between the Revolving Fund and the SID Subsidiary Funds be made in the amounts shown above.

PASSED by the Commission of the City of Great Falls, Montana, on this 1st day of September, 2009.

Dona R. Stebbins, Mayor

Attest:

Lisa Kunz, City Clerk

(SEAL OF CITY)

Approved for Legal Content: City Attorney

**SID REVOLVING FUND
ANALYSIS SUMMARY**

ORIGINAL ISSUE VALUE OF CURRENT BONDS OUTSTANDING	1,813,000.00	
REVOLVING RESERVE @ 10% OF ORIGINAL ISSUE	<u>181,300.00</u>	
AVAILABLE FOR TRANSFER TO GENERAL FUND (PROJECTED REVOLVING FUND CASH BALANCE LESS 10% OF ORIGINAL BONDS ISSUED) (IF NEGATIVE, NO FUNDS ARE REQUIRED TO BE TRANSFERRED)		<u>(\$11,327.02)</u>
CURRENT BONDS OUTSTANDING	555,000.00	
REVOLVING RESERVE @ 5% OF CURRENT BONDS OUTSTANDING (PER 7-12-4222)	<u>27,750.00</u>	
AVAILABLE FOR TRANSFER TO GENERAL FUND (PER 7-12-4227(1), MCA) (PROJECTED REVOLVING FUND CASH BALANCE LESS 5% OF CURRENT BONDS OUTSTANDING)		<u>\$142,222.98</u>

REVOLVING FUND AND SID DEBT SERVICE FUNDS SECURITY

SID REVOLVING CASH BALANCE AUGUST 4, 2009		\$105,578.82
COMPLETED SID'S TO BE CLOSED TO THE REVOLVING FUND (PER 7-12-4222 (2), MCA):		64,394.16
ACTIVE SID'S REQUIRING LOANS FROM THE SID REVOLVING FUND (PER 7-12-4223, MCA):		0.00
ACTIVE SID'S REPAYING LOANS TO THE REVOLVING FUND (PER 7-12-4227, MCA):		<u>0.00</u>
RECOMMENDED SURPLUS RELEASE (PER 7-12-4227 AND 7-12-4229, MCA):		0.00
SID REVOLVING FUND PROJECTED CASH BALANCE AFTER CLOSURES & LOAN TRANSACTIONS: AND RECOMMENDED SURPLUS RELEASE		<u>\$169,972.98</u>
TOTAL LOANS TO SID DEBT SERVICE FUNDS TO COVER 100% OF THE OUTSTANDING SID BONDS IN THOSE SID'S WITH ANTICIPATED DEFICIENCIES		
PRIOR YEAR LOANS		\$0.00
ADD: CURRENT YEAR LOANS		0.00
LESS: CURRENT YEAR PAYBACKS		0.00
LESS: CLOSED FUND WRITEOFFS		<u>0.00</u>
TOTAL LOANS		<u>\$0.00</u>
PROJECTED ENDING CASH BALANCES IN EXCESS OF CURRENT DEBT SERVICE OBLIGATIONS FOR THE ACTIVE SID'S (EXCLUDES REVOLVING FUND LOANS)		<u>\$43,766.43</u>

PREVIOUS LOANS MADE TO NOW CLOSED SID DEBT SERVICE FUNDS AND CONSIDERED UNCOLLECTABLE.
LOAN IS WRITTEN OFF...ANY DELINQUENT ASSESSMENTS RECEIVED IN THE FUTURE ARE
DEPOSITED DIRECTLY TO THE REVOLVING FUND: \$0.00

**SID REVOLVING FUND
ANALYSIS SUMMARY WORKING PAPERS FOR RESOLUTION AND AGENDA ONL)**

SID REVOLVING CASH BALANCE JANUARY 20, 2005 \$105,578.82

SYNOPSIS ITEM NUMBER:

1. COMPLETED SID'S TO BE CLOSED TO THE REVOLVING FUND (PER 7-12-4222, MCA):

<u>SID NUMBER</u>	<u>AMOUNT</u>
1210	21,700.34
1268	42,693.82

TOTAL CLOSURES TO THE SID REVOLVING FUND 64,394.16 0.00

2. ACTIVE SID'S REPAYING LOANS TO THE REVOLVING FUND (PER 7-12-4223, MCA):

<u>SID NUMBER</u>	<u>AMOUNT</u>
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TOTAL LOANS REPAYED TO THE SID REVOLVING FUND 0.00 0.00

3. ACTIVE SID'S REQUIRING LOANS FROM THE SID REVOLVING FUND (PER 7-12-4223, MCA):

<u>SID NUMBER</u>	<u>AMOUNT</u>
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TOTAL LOANS REQUIRED FROM THE SID REVOLVING FUND \$0.00

4. RECOMMENDED SURPLUS TRANSFER TO GENERAL FUND \$0.00

SID REVOLVING FUND PROJECTED CASH BALANCE AFTER CLOSURES & LOAN TRANSACTIONS:
AND RECOMMENDED SURPLUS RELEASE \$169,972.98

NOTE: CALCULATION OF CURRENT BONDS DUE FOR BONDS HAVING AN AUGUST DUE DATE ARE A YEAR DIFFERENT THAN OTHERS



Item: Resolution 9863, Resolution relating to \$750,000 Wastewater System Revenue Bonds (DNRC Wastewater System State Revolving Loan Program), consisting of \$390,700 subordinate lien taxable Series 2009A Bond and \$359,300 Series 2009B Bond; Authorizing the issuance and fixing the terms and conditions thereof

From: Martha Capps, Operations Supervisor

Initiated By: Fiscal Services, Public Works/Wastewater Utility

Presented By: Coleen Balzarini, Fiscal Services Director

Action Requested: Adoption of Resolution 9863

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (adopt/deny) Resolution 9863”

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

Staff Recommendation: Staff recommends adoption of Resolution 9863, authorizing the issuance and fixing the terms of a \$390,700 subordinate lien taxable Series 2009A Bond and a \$359,300 Series 2009B Bond.

Background: The Public Works Department requested consideration for funding through the American Recovery and Reinvestment Act of 2009 (ARRA) to sandblast and recoat the Primary Clarifier walkways, Secondary Clarifier equipment, Gravity Thickener Equipment and the wetwell located at the Sun River Lift Station. The City was notified by the DNRC on April 17, 2009 that, should participation be accepted, ARRA would provide \$390,700 in principal forgiveness and an interest rate on the remainder of the funding at either 1.75% or 0.75% depending on whether the City qualifies for additional subsidy based on affordability. On April 29, 2009, the City Commission confirmed the acceptance of the funds and agreed to abide by the terms outlined, including the application for funding through the State Revolving Loan program

DNRC has since submitted a letter of approval for a loan to the City of Great Falls in the amount of \$750,000. Loan A will be for \$390,700 and be forgiven upon completion of the ARRA program requirements. Loan B will be for \$359,300 at 1.75% per annum, for 20 years. All issuance fees and costs will be paid out of this financing. Pending completion of the financing

process, cash balances in the Wastewater fund will provide sufficient cash to pay upfront expenses. Staff anticipates the bond closing on October 1, 2009.

Dorsey & Whitney, LLC will serve as bond counsel. In this capacity, they prepare necessary documents requiring action by the City Commission and staff, and the DNRC. They will also provide assurance that the procedures used to issue the bonds are in compliance with rules and regulations regarding the issuance of tax exempt revenue bonds, and also in compliance with existing bond ordinances of the outstanding Wastewater System Revenue Bonds of the City.

Fiscal Impact: The cost of the project will increase marginally as a result of the requirements of ARRA; however, the amount of loan forgiveness will be far in excess of the anticipated increase in project costs. The Wastewater utility rates, implemented in March 2009, are capable of supporting this debt issuance.

Alternatives: The City Commission may deny passage of the resolution and the issuance of debt.

Attachments/Exhibits: Resolution 9863-Table of Contents

Full resolution available upon request to the City Clerk, or on-line @
<http://www.greatfallsmt.net/agenda/index.htm>

CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Great Falls, Montana (the "City"), hereby certify that the attached resolution is a true copy of Resolution No. 9863 entitled: "RESOLUTION RELATING TO \$750,000 SANITARY SEWERAGE SYSTEM REVENUE BONDS (DNRC WATER POLLUTION CONTROL STATE REVOLVING LOAN PROGRAM), CONSISTING OF \$390,700 SUBORDINATE LIEN, TAXABLE SERIES 2009A BOND AND \$359,300 SERIES 2009B BOND; AUTHORIZING THE ISSUANCE AND FIXING THE TERMS AND CONDITIONS THEREOF" (the "Resolution"), on file in the original records of the City in my legal custody; that the Resolution was duly adopted by the City Commission of the City at a regular meeting on September 1, 2009, and that the meeting was duly held by the City Commission and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.

I further certify that, upon vote being taken on the Resolution at said meeting, the following Commissioners voted in favor thereof: _____
_____; voted against the same: _____
_____; abstained from voting thereon: _____; or were absent: _____.

WITNESS my hand officially this ____ day of September, 2009.

Lisa Kunz, City Clerk

SUPPLEMENTAL RESOLUTION

Relating to

\$750,000

SANITARY SEWERAGE SYSTEM REVENUE BONDS
(DNRC WATER POLLUTION CONTROL STATE REVOLVING LOAN PROGRAM)

CONSISTING OF

\$390,700 SUBORDINATE LIEN TAXABLE SERIES 2009A BOND
AND \$359,300 SERIES 2009B BOND

CITY OF GREAT FALLS, MONTANA

Adopted: September 1, 2009

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RESOLUTION NO. 9863

RESOLUTION RELATING TO \$750,000 SANITARY SEWERAGE SYSTEM REVENUE BONDS (DNRC WATER POLLUTION CONTROL STATE REVOLVING LOAN PROGRAM), CONSISTING OF \$390,700 SUBORDINATE LIEN, TAXABLE SERIES 2009A BOND AND \$359,300 SERIES 2009B BOND; AUTHORIZING THE ISSUANCE AND FIXING THE TERMS AND CONDITIONS THEREOF

WHEREAS, pursuant to the Montana Water Pollution Control State Revolving Fund Act, Montana Code Annotated, Title 75, Chapter 5, Part 11, as amended (the "State Act"), the State of Montana (the "State") has established a revolving loan program (the "Program") to be administered by the Department of Natural Resources and Conservation of the State of Montana, an agency of the State (the "DNRC"), and by the Department of Environmental Quality of the State of Montana, an agency of the State (the "DEQ"), and has provided that a water pollution control state revolving fund (the "Revolving Fund") be created within the state treasury and all federal, state and other funds for use in the Program be deposited into the Revolving Fund, including, but not limited to, all federal grants for capitalization of a state water pollution control revolving fund under the Federal Water Pollution Control Act (the "Clean Water Act"), all repayments of assistance awarded from the Revolving Fund, interest on investments made on money in the Revolving Fund and payments of principal of and interest on loans made from the Revolving Fund; and

WHEREAS, the State Act provides that funds from the Program shall be disbursed and administered for the purposes set forth in the Clean Water Act and according to rules adopted by the DEQ and the DNRC; and

WHEREAS, one-time funding has been made available to the Program under the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5 (2009) ("ARRA"), a portion of which funding may be disbursed to eligible borrowers for eligible projects, upon satisfaction of certain terms and conditions specified in ARRA, Program documents, and herein; and

WHEREAS, the City of Great Falls, Cascade County, Montana (the "Borrower") has applied to the DNRC for the 2009 Loans (as hereinafter defined) from the Revolving Fund to enable the Borrower to finance, refinance or reimburse itself for the costs of the 2009 Project (as hereinafter defined) which will carry out the purposes of the Clean Water Act and be implemented in accordance with ARRA; and

WHEREAS, the Borrower is authorized under applicable laws, ordinances and regulations to adopt this Supplemental Resolution and to issue the Series 2009 Bonds (as hereinafter defined) to evidence the 2009 Loans (as hereinafter defined) for the purposes set forth herein; and

WHEREAS, the DNRC will fund the 2009A Loan (as hereinafter defined) and the 2009B Loan (as hereinafter defined) with funds provided by the United States Environmental Protection Agency under ARRA.

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

ARTICLE I

DEFINITIONS, RULES OF CONSTRUCTION AND APPENDICES

Section 1.1 Definitions. Unless a different meaning clearly appears from the context, terms used with initial capital letters but undefined in this Supplemental Resolution shall have the meanings given them in the Original Resolution, the Indenture, or as follows:

“Accountant” or “Accountants” means an independent certified public accountant or a firm of independent certified public accountants satisfactory to the DNRC.

“Act” means Montana Code Annotated, Title 7, Chapter 7, Parts 44 and 45, as heretofore and hereafter amended or supplemented.

“Additional Bonds” means any Bonds issued pursuant to Section 6.01 of the Original Resolution.

“Administrative Expense Surcharge” means, upon the delivery of an ARRA Noncompliance Statement as provided by this Supplemental Resolution, a surcharge equal to seventy-five hundredths of one percent (0.75%) per annum on the outstanding principal amount of the 2009 Loans from the date of each advance thereof, payable by the Borrower on a Payment Date.

“ARRA” means the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5 (2009), and all regulations, rules, and interpretations issued by the EPA thereunder.

“ARRA Bonds” means, collectively, the Series 2009A Bond and the Series 2009B Bond.

“ARRA Certificate and Request” means the certificate and request substantially in the form of the attached Appendix D delivered by the DNRC to the Borrower following the final advance of principal of the 2009B Loan, to be completed, executed and delivered by the Borrower to the DNRC pursuant to Section 5.1.2 of this Supplemental Resolution.

“ARRA Forgiveness Statement” means a written statement delivered to the Borrower by the DNRC that the Borrower’s obligation to repay the principal of the Series 2009A Bond is forgiven.

“ARRA Noncompliance Statement” means a written statement delivered to the Borrower by the DNRC that the Borrower’s obligation to repay the principal of the Series 2009A Bond is not forgiven.

“ARRA Statement” means an ARRA Forgiveness Statement or an ARRA Noncompliance Statement.

“Authorized DNRC Officer” means the Director of the DNRC or his or her designee.

“Bond Counsel” means any Counsel nationally recognized as experienced in matters relating to the issuance by states or political subdivisions of tax-exempt obligations selected by the Borrower and acceptable to the DNRC.

“Bonds” means the Series 2002A Bonds, Series 2002B Bond, Series 2005 Bonds, Series 2009B Bond, and any Additional Bonds; “Bonds” does not include the Series 2009A Bond.

“Borrower” means the City of Great Falls, Montana and its permitted successors or assigns hereunder.

“Business Day” means any day which is not a Saturday or Sunday, a legal holiday in the State or a day on which banks in Montana are authorized or required by law to close.

“City” means the City and its permitted successors or assigns hereunder.

“Clean Water Act” means the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251-1387, as amended, and all regulations, rules and interpretations issued by the EPA thereunder, as it is amended or informed by ARRA.

“Closing” means the date of delivery of the Series 2009 Bonds to the DNRC.

“Collateral Documents” means any security agreement, guaranty or other document or agreement delivered to the DNRC securing the obligations of the Borrower under this Supplemental Resolution and the Series 2009 Bonds. If no Collateral Documents secure such obligations, any reference to Collateral Documents in this Supplemental Resolution shall be without effect.

“Code” means the Internal Revenue Code of 1986, as amended.

“Commission” means the City Commission of the City of Great Falls, Montana.

“Committed Amount” means the amount of the 2009 Loans committed to be lent by the DNRC to the Borrower pursuant to Section 4.1 of this Supplemental Resolution, as such amount may be reduced pursuant to Sections 3.2 and 3.4 of this Supplemental Resolution.

“Construction Account” means the account created in the Sanitary Sewerage System Fund pursuant to Section 7.02 of the Original Resolution.

“Construction Contract” means the binding contract for construction of the 2009 Project entered into between the Borrower and the construction contractor in compliance with all laws of the State, including those regarding the construction of public projects.

“Consultant” means a nationally recognized consultant or firm of consultants, or an independent engineer or firm of independent engineers, or an Accountant, which in any case is qualified and has skill and experience in the preparation of financial feasibility studies or projections for facilities similar to the System or the 2009 Project, selected by the Borrower and satisfactory to the DNRC.

“Counsel” means an attorney duly admitted to practice law before the highest court of any state and satisfactory to the DNRC.

“Debt” means, without duplication, (1) indebtedness of the Borrower for borrowed money or for the deferred purchase price of property or services; (2) the obligation of the Borrower as lessee under leases which should be recorded as capital leases under generally accepted accounting principles; and (3) obligations of the Borrower under direct or indirect guarantees in respect of, and obligations (contingent or otherwise) to purchase or otherwise acquire, or otherwise to assure a creditor against loss in respect of, indebtedness or obligations of others of the kinds referred to in clause (1) or (2) above.

“Debt Service Account” means the account created in the Sanitary Sewerage System Fund pursuant to Section 7.04 of the Original Resolution.

“DEQ” means the Department of Environmental Quality of the State of Montana, an agency of the State, or any successor to its powers, duties and obligations under the State Act or the EPA Agreements.

“DNRC” means the Department of Natural Resources and Conservation of the State of Montana, an agency of the State, and any successor to its powers, duties and obligations under the State Act.

“EPA” means the Environmental Protection Agency, an agency of the United States of America, and any successor to its functions under the Clean Water Act.

“EPA Agreements” means all capitalization grant agreements and other written agreements between the DEQ, the DNRC and the EPA concerning the Program.

“EPA Capitalization Grant” means a grant of funds to the State by the EPA under Title VI of the Clean Water Act and any grant made available by the EPA for deposit in the Revolving Fund pursuant to Section 205(m) of the Clean Water Act or pursuant to ARRA.

“Estimated Completion Date” means December 31, 2009, the date by which it is estimated by the Borrower that the 2009 Project will be substantially completed.

“Fund” means the Sanitary Sewerage System Fund established pursuant to Section 7.01 of the Original Resolution.

“Governmental Unit” means governmental unit as such term is used in Section 145(a) of the Code.

“Indenture” means the Indenture of Trust, dated as of May 1, 1998, between the Board of Examiners of the State and the Trustee, as such may be supplemented or amended from time to time in accordance with the provisions thereof, pursuant to which, among other things, the State Bonds are to be or have been issued.

“Loan Loss Reserve Surcharge” means, upon the delivery of an ARRA Noncompliance Statement as provided by this Supplemental Resolution, a surcharge equal to one percent (1.00%) per annum on the outstanding principal amount of the 2009 Loans from the date of each advance thereof, payable by the Borrower on a Payment Date.

“Loan Repayments” means periodic installments of principal and interest by Borrower in repayment of the Series 2009B Bond, and if the DNRC delivers an ARRA Noncompliance Statement, of the Series 2009A Bond, at the rates and times specified in Article V.

“Operating Account” means the account created in the Sanitary Sewerage System Fund pursuant to Section 7.03 of the Original Resolution.

“Original Resolution” means Resolution No. 9227, adopted by this Commission on May 7, 2002, as amended and supplemented by the Series 2002B Bond Resolution and the Series 2005 Bond Resolution.

“Payment Date” means, with respect to the Series 2009 Bonds, each January 1 and July 1 during the term of the Series 2009 Bonds on which a payment of interest or principal and interest is due, as determined under the Resolution. The term “Payment Date” as used in this Supplemental Resolution in respect of the Series 2009 Bonds has the same meaning as “Stated Maturity” in the Original Resolution.

“Program” means the Water Pollution Control State Revolving Fund Program established by the State Act.

“Project” means an improvement, betterment, reconstruction or extension of the System, including the 2009 Project.

“Public Entity” means a State agency, city, town, municipality, irrigation district, county water and sewer district, a soil conservation district or other public body established by State law or an Indian tribe that has a federally recognized governing body carrying out substantial governmental duties and powers over any area.

“Rebate Account” means the account created in the Sanitary Sewerage System Fund pursuant to Section 7.09 of the Original Resolution.

“Regulations” means the Treasury Department, Income Tax Regulations, as amended or any successor regulation thereto, promulgated under the Code or otherwise applicable to the Series 2009 Bonds.

“Repair and Replacement Account” means the Account created in the Sanitary Sewerage System Fund pursuant to Section 7.07 of the Original Resolution.

“Reserve Account” means the account created in the Sanitary Sewerage System Fund pursuant to Section 7.05 of the Original Resolution.

“Reserve Requirement” has the meaning given in the Original Resolution.

“Resolution” means the Original Resolution, as amended and supplemented by this Supplemental Resolution and other supplemental resolutions adopted pursuant to Article IX of the Original Resolution.

“Sanitary Sewerage System Fund” means the fund created by Section 7.01 of the Original Resolution.

“Series 2002A Bonds” means the City’s Sanitary Sewerage System Revenue Refunding Bonds, Series 2002A, issued in the original principal amount of \$6,470,000 pursuant to the Original Resolution, as then in effect.

“Series 2002B Bond” means the City’s Sanitary Sewerage System Revenue Bond (DNRC Revolving Loan Program), Series 2002B, issued in the maximum authorized principal amount of \$12,100,000 pursuant to the Original Resolution, as then in effect.

“Series 2002B Bond Resolution” means Resolution No. 9228, adopted by the City Commission of the City on May 7, 2002.

“Series 2005 Bonds” means the City’s Sanitary Sewerage System Revenue Bonds, Series 2005, issued in the original principal amount of \$5,005,000 pursuant to the Original Resolution, as then in effect.

“Series 2005 Bonds Resolution” means Resolution No. 9454, adopted by the City Commission of the City on January 18, 2005.

“Series 2009 Bonds” means, collectively, the Series 2009A Bond and the Series 2009B Bond.

“Series 2009A Bond” means the \$390,700 Subordinate Lien Sanitary Sewerage System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Taxable Series 2009A, issued to the DNRC to evidence the 2009A Loan.

“Series 2009B Bond” means the \$359,300 Sanitary Sewerage System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2009B, issued to the DNRC to evidence the 2009B Loan.

“State” means the State of Montana.

“State Bonds” means the State’s General Obligation Bonds (Water Pollution Control State Revolving Fund Program), issued or to be issued pursuant to the Indenture.

“State Act” means Montana Code Annotated, Title 75, Part 5, Chapter 11, as amended from time to time.

“Subordinate Obligations Account” means the account in the Sanitary Sewerage System Fund established pursuant to Section 7.06 of the Original Resolution and funded as described in Section 8.8 of this Supplemental Resolution.

“Supplemental Resolution” means this Resolution No. 9863 of the Borrower adopted pursuant to Article IX of the Original Resolution.

“Surplus Account” means the account created in the Sanitary Sewerage System Fund contemplated pursuant to Section 7.08 of the Original Resolution.

“Surplus Revenues” shall mean that portion of the Net Revenues in excess of the current requirements of the Operating Account, the Debt Service Account, the Reserve Account, and the Subordinate Obligations Account.

“System” means the sanitary sewerage system of the Borrower and all extensions, improvements and betterments thereof heretofore or hereafter constructed and acquired.

“Trustee” means U.S. Bank National Association, in Seattle, Washington, or any successor trustee under the Indenture.

“2009A Committed Amount” means the amount of the 2009A Loan committed to be lent by the DNRC to the Borrower pursuant to Section 4.1 of this Supplemental Resolution, as such amount may be reduced pursuant to Section 3.2 and Section 3.4 of this Supplemental Resolution.

“2009B Committed Amount” means the amount of the 2009B Loan committed to be lent by the DNRC to the Borrower pursuant to Section 4.1 of this Supplemental Resolution, as such amount may be reduced pursuant to Section 3.2 and Section 3.4 of this Supplemental Resolution.

“2009B First Advance” means the first advance of funds of the 2009 Loans, which shall be made from the proceeds of the 2009B Loan by the DNRC to the Borrower in the amount of at least \$17,966.

“2009 Loans” or “Loan” means, collectively, the 2009A Loan and 2009B Loan made to the Borrower by the DNRC pursuant to the Program in the maximum amount of the Committed Amount to provide funds to pay all or a portion of the costs of the 2009 Project and to pay costs of issuance of the Series 2009 Bonds.

“2009A Loan” means the loan made to the Borrower by the DNRC pursuant to the Program in the maximum amount of the 2009A Committed Amount to provide funds to pay a portion of the costs of the 2009 Project payable under the Program, to fund a deposit to the reserve account, and to pay costs of issuance.

“2009B Loan” means the loan made to the Borrower by the DNRC pursuant to the Program in the maximum amount of the 2009B Committed Amount to provide funds to pay a portion of the costs of the 2009 Project payable under the Program and to pay costs of issuance.

“2009 Project” means the designing and engineering of the facilities, improvements and activities financed, refinanced or the cost of which is being reimbursed to the Borrower with proceeds of the 2009 Loans, described in Appendix A hereto.

“2009 Project Readiness Date” means a date that is no later than November 1, 2009.

“Undisbursed Committed Amount” means any undisbursed Committed Amount which is not required to pay costs of the 2009 Project upon completion thereof as provided in Section 3 of this Supplemental Resolution.

Section 1.2 Other Rules of Construction. For all purposes of this Supplemental Resolution, except where the context clearly indicates otherwise:

(a) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted government accounting standards.

(b) Terms in the singular include the plural and vice versa.

(c) All references to time shall refer to Helena, Montana time, unless otherwise provided herein.

(d) All references to mail shall refer to first-class mail postage prepaid.

(e) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

(f) “Or” is not exclusive, but is intended to permit or encompass one, more or all of the alternatives conjoined.

Section 1.3 Appendices. Attached to this Supplemental Resolution and hereby made a part hereof are the following Appendices:

Appendix A: a description of the 2009 Project;

Appendix B-1: the form of the Series 2009A Bond;

Appendix B-2: the form of the Series 2009B Bond;

Appendix C: additional agreements and representations of the Borrower; and

Appendix D: ARRA Certificate and Request.

ARTICLE II

AUTHORIZATION, FINDINGS, REPRESENTATIONS AND COVENANTS

Section 2.1 Authorization and Findings.

(a) Authorization. Under the provisions of the Act, the Borrower is authorized to issue and sell its revenue bonds payable during a term not exceeding forty years from their date of issue, to provide funds for the reconstruction, improvement, betterment and extension of the System or to refund its revenue bonds issued for such purpose; provided that the bonds and the interest thereon are to be payable solely out of the net income and revenues to be derived from rates, fees and charges for the services, facilities and commodities furnished by the undertaking, and are not to create any obligation for the payment of which taxes may be levied except to pay for services provided by the undertaking to the Borrower.

(b) The System. The Borrower, pursuant to the Act and other laws of the State, has established and presently owns and operates the System.

(c) The 2009 Project. After investigation of the facts and as authorized by the Act, this Commission has determined it to be necessary and desirable and in the best interests of the Borrower to acquire and construct the 2009 Project.

(d) Outstanding Bonds. Pursuant to the Act and the Original Resolution, as then in effect, the Borrower has issued, and has outstanding, its Series 2002A Bonds, Series 2002B Bond and Series 2005 Bonds. The Series 2002A Bonds, Series 2002B Bond and Series 2005 Bonds are payable from Net Revenues of the System, and no other bonds or indebtedness are outstanding that are payable from or secured by revenues of the System.

(e) Additional Bonds. The Borrower reserved the right under Section 6.01 of the Original Resolution to issue Additional Bonds to finance the cost or estimated cost of providing any improvement, extension or rehabilitation of the System; provided that if the Additional Bonds are issued to finance a project, a certificate is to be signed by an Independent Consultant stating that on the date of issuance of such Additional Bonds Net Revenues of the System meet the requirements set forth in Section 6.01 of the Original Resolution. Based on a certificate executed or to be executed by an Independent Consultant, it is hereby determined that the Borrower is authorized to issue the Series 2009B Bond in the maximum principal amount of \$359,300 pursuant to Section 6.01 of the Original Resolution, with the Series 2009B Bond payable from and secured by the Net Revenues on a parity with the Outstanding Series 2002A Bonds, Series 2002B Bond and Series 2005 Bonds. For purposes of the foregoing certificate, principal of and interest and surcharges on the 2009A Loan are disregarded and interest on the Series 2009B Bonds is assumed to be 1.75% per annum. The Borrower acknowledges and agrees that if it fails to deliver timely an acceptable ARRA Certificate and Request as provided in Section 5.1 of this Supplemental Resolution as determined in the sole and complete discretion of the DNRC or the 2009 Project or work thereon is otherwise determined not to comply with ARRA, then principal and interest and surcharges will become due and owing on the Series 2009A Bond and the Series 2009B Bond as provided in Section 5.1 of this Supplemental Resolution, and the Borrower shall thereupon, and in any event no later than three (3) months

after delivery of an ARRA Noncompliance Statement, to the extent required by Section 8.09 of the Original Resolution, as implemented as described under Section 12.3 below, adjust its schedule of fees, rates, and charges applicable to the System to cause Net Revenues to be produced in an amount at least equal to that required by this Supplemental Resolution.

(f) The total cost of the 2009 Project and costs of issuance of the Series 2009 Bonds and funding the reserve is estimated to be \$798,618, \$750,000 of which will be paid from proceeds of the Series 2009 Bonds, and allocated as appropriate between the Series 2009A Bond and the Series 2009B Bond, and \$48,618 of which is anticipated to be paid from amounts on hand and available therefor in the Sewer System Fund. The Borrower covenants with the DNRC that from and after the 2009B First Advance it will spend the Committed Amount on costs of the 2009 Project before applying its own funds, if any, to costs of the 2009 Project.

Section 2.2 Representations. The Borrower represents as follows:

(a) Organization and Authority. The Borrower:

(1) is duly organized and validly existing as a municipal corporation of the State;

(2) has all requisite power and authority and all necessary licenses and permits required as of the date hereof to own and operate the System and to carry on its current activities with respect to the System, to adopt this Supplemental Resolution and to enter into the Collateral Documents and to issue the Series 2009 Bonds and to carry out and consummate all transactions contemplated by the Supplemental Resolution, the Series 2009 Bonds and the Collateral Documents;

(3) is a Governmental Unit and a Public Entity; and

(4) has taken all proper action to authorize the execution, delivery and performance of its obligations under this Supplemental Resolution, the Series 2009 Bonds and the Collateral Documents and the incurrence of the Debt evidenced by the Series 2009 Bonds in the maximum amount of the Committed Amount.

(b) Litigation. There is no litigation or proceeding pending, or to the knowledge of the Borrower threatened, against or affecting the Borrower in any court or before or by any governmental authority or arbitration board or tribunal that, if adversely determined, would materially and adversely affect the existence, corporate or otherwise, of the Borrower, or the ability of the Borrower to make all payments and otherwise perform its obligations under the Resolution, the Series 2009 Bonds and the Collateral Documents, or the financial condition of the Borrower, or the transactions contemplated by the Resolution, the Series 2009 Bonds and the Collateral Documents or the validity and enforceability of the Resolution, the Series 2009 Bonds and the Collateral Documents. No referendum petition has been filed with respect to any resolution or other action of the Borrower relating to the 2009 Project, the Series 2009 Bonds or any Collateral Documents and the period for filing any such petition will have expired before issuance of the Series 2009 Bonds.

(c) Borrowing Legal and Authorized. The adoption of this Supplemental Resolution, the execution and delivery of the Series 2009 Bonds and the Collateral Documents and the consummation of the transactions provided for in this Supplemental Resolution, the Series 2009 Bonds and the Collateral Documents and compliance by the Borrower with the provisions of the Resolution, the Series 2009 Bonds and the Collateral Documents:

(1) are within the powers of the Borrower and have been duly authorized by all necessary action on the part of the Borrower; and

(2) do not and will not result in any breach of any of the terms, conditions or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Borrower pursuant to any ordinance, resolution, indenture, loan agreement or other agreement or instrument (other than the Resolution and any Collateral Documents) to which the Borrower is a party or by which the Borrower or its property may be bound, nor will such action result in any violation of the provisions of any laws, ordinances, governmental rules or regulations or court or other governmental orders to which the Borrower, its properties or operations are subject.

(d) No Defaults. No event has occurred and no condition exists that, upon execution and delivery of the Series 2009 Bonds and the Collateral Documents, would constitute a default under the Resolution or the Collateral Documents. The Borrower is not in violation of any term of any agreement, bond resolution, trust indenture, charter or other instrument to which it is a party or by which it or its property may be bound which violation would materially and adversely affect the transactions contemplated hereby or the compliance by the Borrower with the terms hereof or of the Series 2009 Bonds and the Collateral Documents.

(e) Governmental Consent. The Borrower has obtained or made all permits, findings and approvals required to the date of adoption of this Supplemental Resolution by any governmental body or officer for the making and performance by the Borrower of its obligations under this Supplemental Resolution, the Series 2009 Bonds and the Collateral Documents (including any necessary water rate increase) or for the 2009 Project, the financing or refinancing thereof or the reimbursement of the Borrower for the costs thereof. No consent, approval or authorization of, or filing, registration or qualification with, any governmental authority (other than those, if any, already obtained) is required on the part of the Borrower as a condition to adopting this Supplemental Resolution, issuing the Series 2009 Bonds or entering into the Collateral Documents and the performance of the Borrower's obligations hereunder and thereunder.

(f) Binding Obligation. The Resolution, the Series 2009 Bonds and any Collateral Document to which the Borrower is a party are the valid and binding special, limited obligations and agreements of the Borrower, enforceable against the Borrower in accordance with their terms, except to the extent that the enforceability thereof may be limited by laws relating to bankruptcy, moratorium, reorganization, insolvency or similar laws affecting creditors' rights and general principles of equity.

(g) The 2009 Project. The 2009 Project consists and will consist of the facilities, improvements and activities described in Appendix A, as such Appendix A may be amended

from time to time in accordance with the provisions of Article III of this Supplemental Resolution.

(h) Full Disclosure. There is no fact that the Borrower has not specifically disclosed in writing to the DNRC that materially and adversely affects or (so far as the Borrower can now foresee), except for pending or proposed legislation or regulations that are a matter of general public information, that will materially and adversely affect the properties, operations and finances of the System, the Borrower's status as a Public Entity and Governmental Unit, its ability to own and operate the System in the manner it is currently operated or the Borrower's ability to perform its obligations under the Resolution, the Series 2009 Bonds and the Collateral Documents and to pledge any revenues or other property pledged to the payment of the Series 2009 Bonds.

(i) Compliance With Law. The Borrower:

(1) is in compliance with all laws, ordinances, governmental rules and regulations and court or other governmental orders, judgments and decrees to which it is subject and which are material to the properties, operations and finances of the System or its status as a Public Entity and Governmental Unit; and

(2) has obtained all licenses, permits, franchises or other governmental authorizations necessary to the ownership of the System and the operation thereof and agrees to obtain all such licenses, permits, franchises or other governmental authorizations as may be required in the future for the System and the operation thereof, which failure to obtain might materially and adversely affect the ability of the Borrower to conduct the operation of the System as presently conducted or the condition (financial or otherwise) of the System or the Borrower's ability to perform its obligations under the Resolution, the Series 2009 Bonds and the Collateral Documents.

Section 2.3 Covenants.

(a) Insurance. In addition to the requirements of Article VIII of the Original Resolution, the Borrower at all times shall keep and maintain with respect to the System property and casualty insurance and liability insurance with financially sound and reputable insurers, or self-insurance as authorized by State law, against such risks and in such amounts, and with such deductible provisions, as are customary in the State in the case of entities of the same size and type as the Borrower and similarly situated and shall carry and maintain, or cause to be carried and maintained, and pay or cause to be paid timely the premiums for all such insurance. Nothing herein shall be construed to prohibit or preclude the Borrower from self-insuring or participating in a self-insurance program in compliance with the provisions of Montana law. All such insurance policies shall name the DNRC as an additional insured to the extent permitted under the policy or program of insurance of the Borrower. Each policy must provide that it cannot be cancelled by the insurer without giving the Borrower and the DNRC 30 days' prior written notice. The Borrower shall give the DNRC prompt notice of each insurance policy it obtains or maintains to comply with this Section 2.3(a) and of each renewal, replacement, change in coverage or deductible under or amount of or cancellation of each such insurance policy and the amount and coverage and deductibles and carrier of each new or replacement policy. Such

notice shall specifically note any adverse change as being an adverse change. The Borrower shall deliver to the DNRC at Closing a certificate providing the information required by this Section 2.3(a).

(b) Right of Inspection and Notice of Change of Location. The DNRC, the DEQ and the EPA and their designated agents shall have the right at all reasonable times during normal business hours and upon reasonable notice to enter into and upon the property of the Borrower for the purpose of inspecting the System or any or all books and records of the Borrower relating to the System.

(c) Further Assurance. The Borrower shall execute and deliver to the DNRC all such documents and instruments and do all such other acts and things as may be necessary or required by the DNRC to enable the DNRC to exercise and enforce its rights under the Resolution, the Series 2009 Bonds and the Collateral Documents and to realize thereon, and record and file and re-record and refile all such documents and instruments, at such time or times, in such manner and at such place or places, all as may be necessary or required by the DNRC to validate, preserve and protect the position of the DNRC under the Resolution, the Series 2009 Bonds and the Collateral Documents.

(d) Maintenance of Security, if Any; Recordation of Interest.

(1) The Borrower shall, at its expense, take all necessary action to maintain and preserve the lien and security interest of the Resolution and the Collateral Documents so long as any amount is owing under the Resolution or the Series 2009 Bonds;

(2) The Borrower shall forthwith, after the execution and delivery of the Series 2009 Bonds and thereafter from time to time, cause the Resolution and any Collateral Documents granting a security interest in revenues or real or personal property and any financing statements or other notices or documents relating thereto to be filed, registered and recorded in such manner and in such places as may be required by law in order to perfect and protect fully the lien and security interest hereof and thereof and the security interest in them granted by the Resolution and, from time to time, shall perform or cause to be performed any other act required by law, including executing or causing to be executed any and all required continuation statements and shall execute or cause to be executed any further instruments that may be requested by the DNRC for such perfection and protection; and

(3) Except to the extent it is exempt therefrom, the Borrower shall pay or cause to be paid all filing, registration and recording fees incident to such filing, registration and recording, and all expenses incident to the preparation, execution and acknowledgment of the documents described in subparagraph (2), and all federal or state fees and other similar fees, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of the Series 2009 Bonds and the Collateral Documents and the documents described in subparagraph (2).

(e) Additional Agreements. The Borrower covenants to comply with all representations, covenants, conditions and agreements, if any, set forth in Appendix C hereto.

(f) Financial Information. This Section 2.3(f) supplements, and is not intended to limit, the requirements in Section 8.06 of the Original Resolution. The Borrower agrees that for each Fiscal Year it shall furnish to the DNRC and the DEQ, promptly when available, in addition to those matters specified in Section 8.06 of the Original Resolution:

(1) the preliminary budget for the System, with items for the 2009 Project shown separately; and

(2) when adopted, the final budget for the System, with items for the 2009 Project shown separately.

(g) 2009 Project Accounts. The Borrower shall maintain 2009 Project accounts in accordance with generally accepted government accounting standards, and as separate accounts, as required by Section 602(b)(9) of the Clean Water Act.

(h) Records. After reasonable notice from the EPA or the DNRC, the Borrower shall make available to the EPA or the DNRC such records as the EPA or the DNRC reasonably requires to review and determine compliance with the Clean Water Act, as provided in Section 606(e) of the Clean Water Act.

(i) Compliance with Clean Water Act and ARRA. The Borrower has complied and shall comply with all conditions and requirements of the Clean Water Act pertaining to the 2009 Loans and the 2009 Project. The Borrower understands and agrees that the 2009A Loan and the 2009B Loan are being made with funds made available to the DNRC under ARRA. The Borrower has complied and shall comply with all requirements of ARRA applicable to the 2009 Loans.

(j) Compliance with DEQ Requirements. The Borrower shall comply with plan, specification and other requirements for public Sanitary Sewerage Systems established by the DEQ, as required by Section 75-5-1113(1)(g) of the State Act.

Section 2.4 Covenants Relating to the Tax-Exempt Status of the State Bonds.

(a) The Borrower covenants and agrees that it will not use or permit to be used any of the proceeds of the Series 2009 Bonds or any other funds of the Borrower in respect of the 2009 Project or the Series 2009 Bonds, directly or indirectly, in a manner that would cause, or take any other action that would cause, any State Bond to be an “arbitrage bond” within the meaning of Section 148 of the Code or would otherwise cause the interest on the State Bonds to be included in gross income for purposes of federal income taxation.

(b) The Borrower agrees that it will not enter into, or allow any “related person” (as defined in Section 147(a)(2) of the Code) to enter into, any arrangement, formal or informal, for the purchase of the State Bonds or any other obligations of the DNRC in an amount related to the amount of the Loan or the portion of the Loan derived directly or indirectly from proceeds of the State Bonds or that would otherwise cause any State Bond to be an “arbitrage bond” within the meaning of Section 148 of the Code.

(c) The Borrower shall not use or permit the use of the 2009 Project directly or indirectly in any trade or business carried on by any Person who is not a Governmental Unit. For the purpose of this subparagraph, use as a member of the general public (within the meaning of the Regulations) shall not be taken into account and any activity carried on by a Person other than a natural person shall be treated as a trade or business.

(d) Any portion of the 2009 Project being refinanced or the cost of which is being reimbursed was acquired by and is now and shall, during the term of the Loan, be owned by the Borrower and not by any other Person. Any portion of the 2009 Project being financed shall be acquired by and shall, during the term of the Loan, be owned by the Borrower and not by any other Person. Notwithstanding the previous two sentences, the Borrower may transfer the 2009 Project or a portion thereof to another Governmental Unit which is also a Public Entity if such transfer is otherwise permitted under the Resolution and if such organization agrees with the DNRC to comply with Section 2.3(h), Section 2.3(i) and Section 2.4 of this Supplemental Resolution and if the DNRC receives an Opinion of Bond Counsel that such transfer will not violate the State Act or the Clean Water Act or adversely affect the exclusion of interest on the State Bonds from gross income or purposes of federal income taxation. In addition, except as otherwise provided in the Resolution or in any Collateral Documents, the Borrower may sell or otherwise dispose of any portion of the 2009 Project which has become obsolete or outmoded or is being replaced or for other reasons is not needed by the Borrower or beneficial to the general public or necessary to carry out the purposes of the Clean Water Act.

(e) At the Closing of the 2009 Loans, the DNRC will, if necessary to obtain the Opinion of Bond Counsel described in Section 7.05(a) of the Indenture, deliver to the Borrower instructions concerning compliance by the Borrower with the arbitrage rebate requirements of Section 148 of the Code (the "Arbitrage Rebate Instructions"). The Borrower shall comply with the Arbitrage Rebate Instructions, if any, delivered to it by the DNRC at Closing, as such Instructions may be amended or replaced by the DNRC from time to time. The Arbitrage Rebate Instructions may be amended or replaced by new Arbitrage Rebate Instructions delivered by the DNRC and accompanied by an Opinion of Bond Counsel to the effect that the use of said amended or new Arbitrage Rebate Instructions will not adversely affect the excludability of interest on the State Bonds or any Additional State Bonds (except State Bonds the interest on which the State did not intend to be excluded from gross income for federal income tax purposes) from gross income of the recipients thereof for federal income tax purposes.

(f) The Borrower agrees that during the term of the 2009 Loans it will not contract with or permit any Private Person to manage the 2009 Project or any portion thereof except according to a written management contract and upon delivery to the DNRC of an opinion of Bond Counsel to the effect that the execution and delivery of such management contract will not violate the State Act or the Clean Water Act or adversely affect the exclusion of interest on State Bonds from gross income or purposes of federal income taxation.

(g) The Borrower may not lease the 2009 Project or any portion thereof to any Person other than a Nonexempt Person which agrees in writing with the Borrower and the State not to cause any default to occur under the Resolution; provided the Borrower may lease all or any portion of the 2009 Project to a Nonexempt Person pursuant to a lease which in the Opinion of

Bond Counsel delivered to the DNRC will not cause the interest on the State Bonds to be included in gross income for purposes of federal income taxation.

(h) The Borrower shall not change the use or nature of the 2009 Project if (i) such change will violate the Clean Water Act, or (ii) so long as the State Bonds are outstanding unless, in the Opinion of Bond Counsel delivered to the DNRC, such change will not result in the inclusion in gross income of interest on the State Bonds for federal income tax purposes.

Section 2.5 Maintenance of System; Liens. The Borrower shall maintain the System, including the 2009 Project, in good condition and make all necessary renewals, replacements, additions, betterments and improvements thereto. The Borrower shall not grant or permit to exist any lien on the 2009 Project or any other property making up part of the System, other than liens securing Debt where a parity or senior lien secures the Series 2009 Bonds; provided that this Section 2.5 shall not be deemed to be violated if a mechanic's or contractor's lien is filed against any such property so long as the Borrower uses its best efforts to obtain the discharge of such lien and promptly reports to the DNRC the filing of such lien and the steps it plans to take and does take to discharge of such lien.

Section 2.6 Maintenance of Existence; Merger, Consolidation, Etc.; Disposition of Assets. The Borrower shall maintain its corporate existence, except that it may consolidate with or merge into another Governmental Unit or permit one or more Governmental Units to consolidate with or merge into it or may transfer all or substantially all of its assets to another Governmental Unit and then dissolve if the surviving, resulting or transferee entity (if other than the Borrower) (i) is a Public Entity and (ii) assumes in writing all of the obligations of the Borrower under the Resolution, the Series 2009 Bonds and the Collateral Documents, and (a) such action does not result in any default in the performance or observance of any of the terms, covenants or agreements of the Borrower under the Resolution, the Series 2009 Bonds and the Collateral Documents, (b) such action does not violate the State Act or the Clean Water Act and does not adversely affect the exclusion of interest on the Series 2009 Bonds or the State Bonds from gross income for federal income tax purposes and (c) the Borrower delivers to the DNRC on the date of such action an Opinion of Bond Counsel that such action complies with this Section 2.6.

Other than pursuant to the preceding paragraph, the Borrower shall not transfer the System or any portion thereof to any other Person, except for property which is obsolete, outmoded, worn out, is being replaced or otherwise is not needed for the operation of the System, unless the provisions of (a) and (b) of the preceding paragraph are satisfied and the Borrower delivers to the DNRC an Opinion of Bond Counsel to that effect and, in addition, the DNRC consents to such transfer.

ARTICLE III

USE OF PROCEEDS; THE 2009 PROJECT

Section 3.1 Use of Proceeds. The Borrower shall apply the proceeds of the 2009 Loans from the DNRC solely as follows:

(a) The Borrower shall apply the proceeds of the 2009 Loans solely to the financing, refinancing or reimbursement of the costs of the 2009 Project as set forth in Appendix A hereto and this Section 3.1. The 2009 Loans will be disbursed in accordance with ARTICLE IV hereof and Article VII of the Indenture. If the 2009 Project has not been completed prior to Closing, the Borrower shall, as quickly as reasonably possible, complete the 2009 Project and expend proceeds of the 2009 Loans to pay the costs of completing the 2009 Project.

(b) No portion of the proceeds of the 2009 Loans shall be used to reimburse the Borrower for costs paid prior to the date of adoption of this Supplemental Resolution of a Project the construction or acquisition of which occurred or began earlier than June 1, 1993. In addition, if any proceeds of the 2009B Loan are to be used to reimburse the Borrower for 2009 Project costs paid prior to the date of adoption of this Supplemental Resolution, the Borrower shall have complied with Section 1.150-2 of the Regulations in respect of such costs.

(c) Any Debt to be refinanced with proceeds of the Loan was incurred after June 1, 1993 for a Project the construction or acquisition of which began after June 1, 1993. No proceeds of the Loan shall be used for the purpose of refinancing an obligation the interest on which is exempt from federal income tax or excludable from gross income for purposes of federal income taxation unless the DNRC has received an Opinion of Bond Counsel, satisfactory to it, to the effect that such refinancing will not adversely affect the exclusion of interest on the State Bonds from gross income for purposes of federal income taxation.

Section 3.2 The 2009 Project. Set forth in Appendix A to this Supplemental Resolution is a description of the 2009 Project, which describes the property which has been or is to be acquired, installed, constructed or improved and the other activities, if any to be funded from the Loan (the 2009 Project may consist of more than one facility or activity), and an estimated budget relating to the 2009 Project. The 2009 Project may be changed and the description thereof in Appendix A may be amended from time to time by the Borrower but only after delivery to the DNRC of the following:

(a) A certificate of the Borrower setting forth the amendment to Appendix A and stating the reason therefor, including statements whether the amendment would cause an increase or decrease in the cost of the 2009 Project or an increase or decrease in the amount of Loan proceeds which will be required to complete the 2009 Project and providing that the change will not delay the full execution and delivery of the Construction Contract to a date that is after the 2009 Project Readiness Date;

(b) A certificate of Independent Consultant that the change to the 2009 Project in no way adversely affects or diminishes the eligibility of the 2009 Project for ARRA funding or the various attributes of the 2009 Project as that relates to ARRA;

(c) A written consent to such change in the 2009 Project by an Authorized DNRC Officer;

(d) An Opinion or Opinions of Bond Counsel stating that the 2009 Project, as constituted after such amendment, is, and was at the time the State Bonds were issued, eligible for financing under the State Act and is, and was at the time the Series 2009 Bonds was issued, eligible for

financing under the Act, such amendment will not violate the State Act or the Act and such amendment will not adversely affect the exclusion of interest on the State Bonds or the Series 2009 Bonds from gross income for purposes of federal income taxation. Such an Opinion of Bond Counsel shall not be required for amendments which do not affect the type of facility to be constructed or activity to be financed; and

(e) In the event the change to the 2009 Project has the effect of reducing the amount of the Committed Amount, the written consent of the Borrower to reallocation of the Committed Amount between the 2009A Loan and the 2009B Loan, if required by the DNRC, as described in Section 5.6 below.

The Borrower acknowledges and agrees that an increase in the principal amount of the 2009 Loans may be made only upon an application to the DEQ, the DNRC and the Trustee, in such form as the DEQ shall specify, which is approved by the DEQ and the DNRC, in their sole and absolute discretion, and adoption by the governing body of the Borrower of a resolution amendatory of or supplementary to the Resolution authorizing the additional loan and delivery of written certifications by officers of the Borrower to the DEQ, the DNRC and the Trustee to the effect that all representations and covenants contained in the resolution as it may be so amended or supplemented are true as of the date of closing of the additional loan and compliance with applicable tests for the incurrence of such Debt. No assurance can be given that any additional loan funds will be available under the Program at the time of any such application or thereafter. The Borrower acknowledges and agrees that neither the DEQ, the DNRC, the Trustee nor any of their agents, employees or representatives shall have any liability to the Borrower and have made no representations to the Borrower as to the sufficiency of the 2009 Loans to pay costs of the 2009 Project or as to the availability of additional funds under the Program to increase the principal amount of the Loan.

Section 3.3 2009 Project Representations and Covenants. The Borrower hereby represents to and covenants with the DNRC that:

(a) construction of the 2009 Project did not commence prior to February 17, 2009, and the Construction Contract relating to the 2009 Project has been fully executed and delivered;

(b) all construction of the 2009 Project has complied and will comply with all federal and state standards, including, without limitation, EPA regulations and standards and the requirements of ARRA;

(c) all future construction of the 2009 Project will be done only pursuant to fixed price construction contracts. The Borrower shall obtain a performance and payment bond from the contractor for each construction contract in the amount of 100% of the construction price and ensure that such bond is maintained until construction is completed to the Borrower's, the DNRC's and the DEQ's satisfaction;

(d) all future construction of the 2009 Project will be done in accordance with plans and specifications on file with the DNRC and the DEQ, provided that changes may be made in such plans and specifications with the written consent of an Authorized DNRC Officer and the DEQ;

(e) the iron, steel, and manufactured goods used in the 2009 Project comply with the “buy American” requirements of Section 1605 of ARRA, as those requirements are further interpreted by applicable EPA guidance;

(f) all laborers and mechanics employed by contractors and subcontractors on the 2009 Project have been and will be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the United States Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code;

(g) the 2009 Project is a project of the type permitted to be financed under the Act, the State Act and the Program and Title IV of the Clean Water Act;

(h) the Borrower will undertake the 2009 Project promptly after the Closing Date and will cause the 2009 Project to be completed as promptly as practicable with all reasonable dispatch, except only as completion may be delayed by a cause or event not reasonably within the control of the Borrower; it is estimated by the Borrower that the 2009 Project will be substantially completed by the Estimated Completion Date; and

(i) the Borrower agrees to provide information regarding jobs created and retained as a result of the 2009 Project and such other information regarding the 2009 Project, including information for the website www.montanarecovery.gov, to the DNRC and the DEQ upon the request for such information by the DNRC or the DEQ or both, and to post signage at the site of the 2009 Project that designates the 2009 Project as an ARRA funded project.

Section 3.4 Completion or Cancellation or Reduction of Costs of the 2009 Project.

(a) Upon completion of the 2009 Project, the Borrower shall deliver to the DNRC a certificate stating that the 2009 Project is complete and stating the amount, if any, of the Undisbursed Committed Amount. If Appendix A describes two or more separate projects as making up the 2009 Project, a separate completion certificate shall be delivered for each.

(b) If all or any portion of the 2009 Project is cancelled or cut back or its costs are reduced or for any other reason the Borrower will not require the full Committed Amount, the Borrower shall promptly notify the DNRC in writing of such fact and the amount of the Undisbursed Committed Amount.

(c) If there is any Undisbursed Committed Amount, the DNRC reserves the right under Section 5.6 below to reallocate the amount equal to the Committed Amount as reduced by the Undisbursed Committed Amount between the 2009A Loan and the 2009B Loan, as more particularly provided in Section 5.6.

ARTICLE IV

THE LOAN

Section 4.1 The Loan; Disbursement of Loan.

(a) The DNRC has agreed to lend to the Borrower, from time to time as the requirements of this Section 4.1 are met, an amount up to (i) \$390,700 (the “2009A Committed Amount”) and (ii) \$359,300 (the “2009B Committed Amount”) for the purposes of financing, refinancing or reimbursing the Borrower for all or a portion of the costs of the 2009 Project; provided the DNRC shall not be required to loan any proceeds of the State Bonds to the Borrower after the Estimated Completion Date. The Committed Amount may be reduced as provided in Section 3.2 and Section 3.4 of this Supplemental Resolution and subject to the operation of Section 5.6.

(b) The DNRC intends to disburse the 2009 Loans through the Trustee. In consideration of the issuance of the Series 2009 Bonds by the Borrower, the DNRC shall make, or cause the Trustee to make, a disbursement of all or a portion of the 2009 Loans upon receipt of the following documents:

(1) an Opinion of Bond Counsel as to the Series 2009A Bond and an opinion of Bond Counsel as to the validity and enforceability of the Series 2009B Bond and the security therefor and stating in effect that interest on the Series 2009B Bond is not includable in gross income of the owner thereof for purposes of federal income taxation, in form and substance satisfactory to the DNRC;

(2) the Series 2009A Bond and the Series 2009B Bond, fully executed and authenticated;

(3) a certified copy of the Original Resolution and this Supplemental Resolution;

(4) any other security instruments or documents required by the DNRC or DEQ as a condition to their approval of the 2009 Loans;

(5) if all or part of a Loan is being made to refinance a Project or reimburse the Borrower for the costs of a Project paid prior to the Closing, evidence, satisfactory to the DNRC and the Bond Counsel referred to in (1) above, (A) that the acquisition or construction of the Project was begun no earlier than June 1, 1993 or the debt was incurred no earlier than June 1, 1993, (B) of the Borrower’s title to the Project, (C) of the costs of such Project and that such costs have been paid by the Borrower and (D) if such costs were paid before adoption of this Supplemental Resolution that the Borrower has complied with Section 1.150-2 of the Regulations;

(6) the items required by the Indenture for the portion of the 2009 Loans to be disbursed at Closing; and

(7) such other certificates, documents and other information as the DNRC, the DEQ or the Bond Counsel giving the opinion referred to in subparagraph (1) may require (including any necessary arbitrage rebate instructions).

(c) In order to obtain a disbursement of a portion of the 2009 Loans to pay costs of the 2009 Project, the Borrower shall submit to the DNRC and the Trustee a signed request for disbursement on the form prescribed by the DNRC, with all attachments required by such form. The Borrower may obtain disbursements only for costs which have been legally incurred and are due and payable. All Loan disbursements will be made to the Borrower only upon proof that cost was incurred.

(d) The 2009 Loans shall be disbursed, subject to the other terms and conditions of this Supplemental Resolution, in the following order:

(1) First, at the Closing, the 2009B First Advance will be advanced from the 2009B Loan.

(2) Second, after the 2009B First Advance has been disbursed to the Borrower, the entire amount of the 2009A Loan may then be disbursed to the Borrower as and when needed. For the avoidance of doubt, any amounts of the 2009 Loans to be disbursed at Closing in excess of the 2009B First Advance will be disbursed as proceeds of the 2009A Loan to the extent of the 2009A Committed Amount.

(3) Third, after the entire principal amount of the 2009A Loan has been disbursed to the Borrower, the remaining amount of the 2009B Loan will be disbursed to the Borrower as and when needed.

(4) Fourth, only after the full amount of the 2009A Loan and 2009B Loan has been disbursed to the Borrower, the Borrower may apply to the costs of the 2009 Project, if any, any other funds available to it, including grants or other funds.

(e) The Borrower shall submit the request for the 2009B First Advance in the form required by the DNRC so that it is received by the DNRC in sufficient time for the DNRC to process the information by the date desired by the Borrower for the making of the 2009B First Advance. The Borrower shall not be entitled to, and the DNRC shall have no obligation to make, the 2009B First Advance or any subsequent advance of amounts under the 2009B Loan until such time as the Borrower shall have set aside and funded the Reserve Account in an amount then required to satisfy the Reserve Requirement.

(f) For refinancings, a disbursement schedule complying with the requirements of the Clean Water Act shall be established by the DNRC and the Borrower at Closing. The Trustee shall disburse 2009 Loan amounts directly to the holder of the debt being refinanced according to such schedule. If the Borrower should repay all or a portion of the debt to be refinanced from other sources or should otherwise not need any portion of the 2009 Loan which was to have been used to refinance such debt, it shall inform the DNRC and the Trustee of such fact pursuant to

Section 3.4(b) and a new disbursement schedule shall be drawn up by the DNRC. The DNRC shall obtain a receipt from the holder of the debt being refinanced for each disbursement made to pay or prepay a portion of such debt.

(g) If all or a portion of the 2009 Loans is made to reimburse a Borrower for Project costs paid by it prior to Closing, the Borrower shall present at Closing the items required by Section 4.1(b) relating to such costs. The Trustee shall disburse such amounts to the Borrower pursuant to a disbursement schedule complying with the requirements of the Clean Water Act established by the DNRC and the Borrower at the Closing.

(h) Notwithstanding anything else provided herein, the Trustee shall not be obligated to disburse the 2009 Loans any faster or to any greater extent than it has available EPA Capitalization Grants, Bond proceeds and other amounts available therefor in the Revolving Fund. The DNRC shall not be required to do “overmatching” pursuant to Section 5.04(b) of the Indenture, but may do so in its discretion. The Borrower acknowledges that if Project costs are incurred faster than the Borrower projected at Closing, there may be delays in making Loan disbursements for such costs because of the schedule under which EPA makes EPA Capitalization Grant money available to the DNRC. The DNRC will use its commercially reasonable efforts to obtain an acceleration of such schedule if necessary.

(i) Upon making each 2009A Loan disbursement and 2009B Loan disbursement, the Trustee shall note such disbursement on Schedule A to the Series 2009A Bond and Series 2009B Bond, respectively. A Schedule A reflecting the amount of the 2009B First Advance will first be attached to the Series 2009B Bond at Closing.

(j) The Borrower agrees that it will deposit in the Reserve Account upon receipt thereof, on the date of the 2009B First Advance and any subsequent disbursement dates, any proceeds of the 2009B Loan borrowed for the purpose of increasing the balance in the Reserve Account to the Reserve Requirement. The Borrower further acknowledges and agrees that any portions of the 2009 Loans representing capitalized interest shall be advanced only on Payment Dates and shall be transferred by the Trustee on the Payment Date directly to the Debt Service Account. The amount of any such transfer shall be a credit against the interest payments due on the Series 2009 Bonds and interest thereon shall accrue only from the date of transfer.

(k) Compliance by the Borrower with its representations, covenants and agreements contained in the Original Resolution, this Supplemental Resolution and the Collateral Documents shall be a further condition precedent to the disbursement of the Loan in whole or in part. The DNRC and the Trustee, in their sole and absolute discretion, may make one or more disbursements, in whole or in part, notwithstanding such noncompliance, and without liability to make any subsequent disbursement of the Loan.

Section 4.2 Commencement of Loan Term. The Borrower’s obligations under this Supplemental Resolution and the Collateral Documents shall commence on the date hereof unless otherwise provided in this Supplemental Resolution. However, the obligation to make payments under ARTICLE V hereof shall commence only upon the first disbursement by the Trustee of the 2009B Loan proceeds.

Section 4.3 Termination of Loan Term. The Borrower's obligations under the Resolution and the Collateral Documents in respect of the Series 2009 Bonds shall terminate upon payment in full of all amounts due under the Series 2009 Bonds and the Resolution in respect thereof; provided, however, that the covenants and obligations provided in ARTICLE VI and Section 10.3 of this Supplemental Resolution shall survive the termination of the Resolution.

Section 4.4 Loan Closing Submissions. On or prior to the Closing, the Borrower will have delivered to the DNRC and the Trustee the closing submissions required by Section 7.05 of the Indenture.

ARTICLE V

REPAYMENT OF 2009 LOANS

Section 5.1 Repayment of 2009 Loans. The Borrower shall repay the amounts lent to it pursuant to Section 4.1 hereof in accordance with this Section 5.1.

5.1.1. Interest and Surcharges. Until an ARRA Statement is delivered by the DNRC to the Borrower and so long as the Borrower's obligation to repay the principal of the 2009A Loan is forgiven as provided in Section 5.1.2 below, amounts disbursed by the DNRC under Section 4.1 hereof that are evidenced by (i) the Series 2009A Bond bear interest at the rate of zero percent (0.00%) per annum from the date of each advance; and (ii) the Series 2009B Bond bear interest at the rate of one and seventy-five hundredths percent (1.75%) per annum; provided, however, if the DNRC delivers to the Borrower an ARRA Noncompliance Statement, then all principal of the Series 2009A Bond advanced by the DNRC shall be payable and amounts disbursed by the DNRC under Section 4.1 hereof that are evidenced by the Series 2009A Bond and the Series 2009B Bond shall bear interest at the rate of two percent (2.00%) per annum and in addition the Borrower shall pay the Administrative Expense Surcharge and the Loan Loss Reserve Surcharge from the date of each advance under the Series 2009A Bond and Series 2009B Bond. If the obligation of the Borrower to repay the principal amount of the 2009A Loan is not forgiven under Section 5.1.2 below, for purposes of this Supplemental Resolution and the Program, with respect to the 2009A Loan and the 2009B Loan, the term "interest on the 2009 Loans" or "interest on the 2009A Loan" or "interest on the Series 2009B Loan" when not used in conjunction with a reference to any surcharges, shall include the Administrative Expense Surcharge and the Loan Loss Reserve Surcharge. The Borrower shall pay all Loan Repayments and surcharges in lawful money of the United States of America to the DNRC. Interest, Administrative Expense Surcharge, and Loan Loss Reserve Surcharge shall be calculated on the basis of a year of 360 days comprising 12 months of 30 days each.

5.1.2. Repayment of 2009A Loan; Principal Forgiveness.

(a) The Borrower is obligated to repay the principal of and interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge on the 2009A Loan, unless the DNRC forgives the Borrower's obligation to repay the principal of the 2009A Loan as provided in Section 5.1.2(b). Subject to the provisions of Section 5.1.2(b), the Loan Repayments and the Administrative Expense Surcharge and Loan Loss Reserve Surcharge on the 2009A Loan shall be due on each Payment Date, as follows:

- (1) interest and the Administrative Expense Surcharge and the Loan Loss Reserve Surcharge on the outstanding principal balance of the 2009A Loan shall be payable from and after the date of each advance of principal of the 2009A Loan on each Payment Date at the rate of 3.75% per annum, beginning on the first Payment Date following the date of delivery by the DNRC of an ARRA Noncompliance Statement and concluding on July 1, 2029; and
- (2) the principal of the 2009A Loan shall be repayable on each Payment Date, beginning on the Payment Date that is the first to occur following delivery by the DNRC of an ARRA Noncompliance Statement, and concluding on July 1, 2029, and the amount of each principal payment shall be calculated on the basis of a substantially level debt service at the rate of 3.75% per annum; provided that principal of the 2009A Loan is payable only in amounts that are multiples of \$1,000

(b) Notwithstanding Section 5.1.2(a), so long as the Borrower is proceeding diligently to completion of the 2009 Project through the final advance of principal of the 2009B Loan and the Borrower has executed and delivered the ARRA Certificate and Request to the DNRC in form and substance satisfactory to the DNRC and the DEQ within thirty (30) days after the date that the ARRA Certificate and Request is provided to the Borrower by the DNRC, the DNRC will, following review and approval of the ARRA Certificate and Request, deliver to the Borrower an ARRA Forgiveness Statement and the Borrower will thereafter have no obligation to repay amounts advanced under the Series 2009A Bond or interest or surcharges thereon and the Series 2009A Bond will be marked "CANCELLED" and returned by the DNRC to the Borrower. However, in the event the Borrower fails to deliver timely the ARRA Certificate and Request, or the Borrower cannot submit the ARRA Certificate and Request because it cannot make the certifications required therein, including without limitation, those related to ARRA, or the ARRA Certificate and Request is delivered in a form that deviates materially from that attached hereto as Appendix D as determined in the sole and complete discretion of the DNRC or the DEQ, or the DNRC or the DEQ determine at any time that the 2009 Project or any portion thereof or of the work relating thereto fails to comply with ARRA, then the DNRC will deliver to the Borrower an ARRA Noncompliance Statement. Upon delivery of an ARRA Noncompliance Statement by the DNRC to the Borrower, all principal advanced or to be advanced under the Series 2009A Bond, together with interest, Administrative Expense Surcharge, and Loan Loss Reserve Surcharge thereon from the date of each advance, shall be payable as provided in Section 5.1.2 (a). Notwithstanding Section 5.1.2(a), until the delivery by the DNRC to the Borrower of an ARRA Statement, the obligation of the Borrower to repay the principal advanced under Series 2009A Bond shall be deferred until the Payment Date first occurring after delivery of an ARRA Statement and, until such time, interest on amounts advanced under the Series 2009A Bond will be deemed to be at the rate of zero percent (0.00%) per annum.

(c) In addition, in the event the DNRC delivers an ARRA Noncompliance Statement (i) the Series 2009A Bond will continue in effect as a Subordinate Obligation, and (ii) the Borrower will forthwith comply with the rate covenant set forth in Section 8.09 of the Original Resolution, as implemented as described in Section 12.3 below, and, if necessary, increase the rates and

charges of the System to satisfy such rate covenant as soon as practicable and in any event no later than three (3) months after the date of delivery to the Borrower by the DNRC of an ARRA Noncompliance Statement.

5.1.3. Repayment of 2009B Loan.

(a) Subject to the provisions of Section 5.1.3(b), the Loan Repayments on the 2009B Loan from and after the 2009B First Advance and all subsequent advances of the 2009B Loan are as follows:

- (1) interest on the outstanding principal balance of the 2009B Loan shall be payable on each Payment Date, beginning on January 1, 2010 and concluding on July 1, 2029 at the rate of 1.75% per annum;
- (2) the Borrower shall have no obligation to pay any Administrative Expense Surcharge or any Loan Loss Reserve Surcharge; and
- (3) the principal of the 2009B Loan shall be repayable on each Payment Date, beginning on January 1, 2010 and concluding on July 1, 2029, and the amount of each principal payment shall be calculated on the basis of substantially level debt service at an interest rate of 1.75% per annum; provided that principal of the 2009B Loan is payable only in amounts that are multiples of \$1,000.

(b) Notwithstanding the provisions of Section 5.1.3(a), upon the delivery by the DNRC to the Borrower of an ARRA Noncompliance Statement, Loan Repayments and the Administrative Expense Surcharge and Loan Loss Reserve Surcharge on the 2009B Loan shall be due on each Payment Date from and after the delivery of such statement, as follows:

- (1) interest and the Administrative Expense Surcharge and the Loan Loss Reserve Surcharge on the outstanding principal balance of the 2009B Loan shall be payable from and after the date of the 2009B First Advance and each advance of principal of the 2009B Loan thereafter on each Payment Date following the date of delivery of an ARRA Noncompliance Certificate at the rate of 3.75% per annum, beginning on the first Payment Date to occur after the ARRA Noncompliance Certificate has been delivered and concluding on July 1, 2029; and
- (2) the principal of the 2009B Loan shall be repayable on each Payment Date, beginning on the first Payment Date to occur after the date of the delivery of an ARRA Noncompliance Certificate and concluding on July 1, 2029, and the amount of each principal payment shall be calculated on the basis of a substantially level debt service at the rate of 3.75% per annum, taking into account each Loan Repayment, if any, made pursuant to Section 5.1.3(a), and provided that principal of the 2009B Loan is payable only in amounts that are multiples of \$1,000.

(c) The adjustment to the rate of interest paid on the Series 2009B Bond resulting from the provisions of Section 5.1.3(b) will not extend the final maturity date of the Series 2009 B Bond and interest at the adjusted rate, including surcharges, shall be payable on each advance of principal of the Series 2009B Bond from the date of the advance at the rates specified in Section 5.1.3(b); provided that, the Borrower is entitled to a credit against such payments equal to an amount then paid, if any, by the Borrower under Section 5.1.3(a).

5.1.4. Details Regarding 2009 Loan Repayments. Loan Repayments and the Administrative Expense Surcharge and the Loan Loss Reserve Surcharge, if applicable, on the 2009A Loan and the 2009B Loan, shall be due on the dates specified above and on the dates and in the amounts shown in Schedule B to each of the Series 2009B Bond and, if applicable, the Series 2009A Bond, as such Schedule B shall be modified from time to time as provided in Sections 5.1.2 and 5.1.3 and below. Schedule B will first be attached to the Series 2009A Bond and the Series 2009B Bond at Closing. The portion of each such Loan Repayment consisting of principal and the portion consisting of interest shall be set forth on Schedule B to the Series 2009B Bond and the portion of each Loan Repayment consisting of principal and the portion consisting of interest and the amount of each Administrative Expense Surcharge and the amount of each Loan Loss Reserve Surcharge shall be set forth in Schedule B to the Series 2009A Bond (and the Series 2009B Bond, if appropriate). Upon each disbursement of 2009 Loan amounts to the Borrower pursuant to Section 4.1 hereof, the Trustee shall enter or cause to be entered the amount advanced on Schedule A to the applicable Series 2009A Bond and the Series 2009B Bond under “Advances” and the total amount advanced under Section 4.1, including such disbursement, under “Total Amount Advanced.”

If the advance was made to pay costs of the 2009 Project pursuant to Section 4.1(b), interest in respect of the Series 2009B Bond on such advance shall accrue from the date the advance is made at the rate of 1.75% per annum and shall be payable on each Payment Date thereafter, subject to the operation of the following sentence. If the DNRC shall have delivered an ARRA Noncompliance Statement, then the Trustee shall revise the Schedule B to the Series 2009B Bond to reflect interest and surcharges totaling 3.75% per annum in accordance with Section 5.1.3(b), and Schedule B to the Series 2009A Bond shall continue to reflect interest and surcharges on amounts advanced under the Series 2009A Bond at 3.75% per annum, as may be revised to reflect the full principal amount advanced under the Series 2009A Bond, the initial Payment Date, and the periodic total loan payment, and the Trustee shall send a copy of such schedules to the Borrower within one month after delivery by the DNRC of the ARRA Noncompliance Statement. If the DNRC delivers an ARRA Forgiveness Statement, Schedule B to the Series 2009A Bond will be disregarded and of no effect and Schedule B to the Series 2009B Bond will continue to reflect a debt service schedule with payments at 1.75% per annum, and the Trustee shall send a copy of the revised Schedule B to the Series 2009B Bond showing the full principal amount advanced under the Series 2009B Bond to the Borrower within one month after the delivery of such ARRA Forgiveness Statement.

Past-due Loan Repayments and the Administrative Expense Surcharge and the Loan Loss Reserve Surcharge shall bear interest at the rate of ten percent (10.00%) per annum, until paid.

Any payment of principal and interest as to the Series 2009B Bond and, if applicable, the Series 2009A Bond, and the Administrative Expense Surcharge and the Loan Loss Reserve Surcharge as to the Series 2009A Bond and the Series 2009B Bond, if applicable, under this Section 5.1 shall be credited against the same payment obligation under each of the Series 2009B Bond and, if applicable, the Series 2009A Bond.

Section 5.2 Additional Payments. The Borrower shall also pay, within 30 days after receipt of a bill therefor, from any legally available funds therefor, including proceeds of the Loan, if the Borrower so chooses, all reasonable expenses of the DNRC and the Trustee in connection with the 2009 Loans, the Collateral Documents and the Series 2009 Bonds, including, but not limited to:

(a) the cost of reproducing this Supplemental Resolution, the Collateral Documents and the Series 2009 Bonds;

(b) the fees and disbursements of bond counsel and other Counsel utilized by the DNRC and the Trustee in connection with the Loan, the Resolution, the Collateral Documents and the Series 2009 Bonds and the enforcement thereof; and

(c) all taxes and other governmental charges in connection with the execution and delivery of the Collateral Documents or the Series 2009 Bonds, whether or not the Series 2009 Bonds are then outstanding, including all recording and filing fees relating to the Collateral Documents and the pledge of the State's right, title and interest in and to the Series 2009 Bonds, the Collateral Documents and the Resolution under the Resolution (and with the exceptions noted therein) and all expenses, including attorneys' fees, relating to any amendments, waivers, consents or collection or enforcement proceedings pursuant to the provisions hereof or thereof.

Section 5.3 Prepayments. The Borrower may not prepay all or any part of the outstanding principal amount of the Series 2009B Bond and, if applicable, the Series 2009A Bond, unless (i) an ARRA Statement has been delivered, (ii) it obtains the prior written consent of the DNRC thereto, and (iii) no Loan Repayment or Administrative Expense Surcharge or Loan Loss Reserve Surcharge is then delinquent. Any prepayment permitted by the DNRC must be accompanied by payment of accrued interest and, if applicable, Administrative Expense Surcharge and Loan Loss Reserve Surcharge to the date of prepayment on the amount of principal prepaid. If the Series 2009 Bonds are prepaid in part pursuant to this Section 5.3, such prepayments shall be applied to principal payments in inverse order of maturity.

Section 5.4 Obligations of Borrower Unconditional. The obligations of the Borrower to make the payments required by the Resolution and the Series 2009 Bonds and to perform its other agreements contained in the Resolution, the Series 2009 Bonds and Collateral Documents shall be absolute and unconditional, except as otherwise provided herein or in such documents. The Borrower (a) shall not suspend or discontinue any payments provided for in the Resolution and the Series 2009 Bonds, (b) shall perform all its other agreements in the Resolution, the Series 2009 Bonds and the Collateral Documents and (c) shall not terminate the Resolution, the Series 2009 Bonds or the Collateral Documents for any cause, including any acts or circumstances that may constitute failure of consideration, destruction of or damage to the 2009 Project or the System, commercial frustration of purpose, any dispute with the DNRC or the EPA, any change

in the laws of the United States or of the State or any political subdivision of either or any failure of the DNRC to perform any of its agreements, whether express or implied, or any duty, liability or obligation arising from or connected with the Resolution.

Section 5.5 Limited Liability. All payments of principal of and interest on the 2009 Loans and other payment obligations of the Borrower hereunder and under the Series 2009 Bonds shall be special, limited obligations of the Borrower payable solely out of the Net Revenues and shall not, except at the option of the Borrower and as permitted by law, be payable out of any other revenues of the Borrower. The obligations of the Borrower under the Resolution and the Series 2009 Bonds shall never constitute an indebtedness of the Borrower within the meaning of any state constitutional provision or statutory or charter limitation and shall never constitute or give rise to a pecuniary liability of the Borrower or a charge against its general credit or taxing power. The taxing powers of the Borrower may not be used to pay principal of or interest on the Series 2009 Bonds, and no funds or property of the Borrower other than the Net Revenues may be required to be used to pay principal of or interest on the Series 2009 Bonds.

Section 5.6 Reallocation of 2009 Loans. The Borrower understands that the principal amounts of the 2009A Loan and the 2009B Loan have been sized based on the understanding and expectation that the 2009 Project costs at least \$750,000 and that the Borrower will request disbursement of the full amount of the 2009A Loan and 2009B Loan. Notwithstanding any provision to the contrary herein, the Borrower acknowledges and agrees that in the event there is any Undisbursed Committed Amount, then the DNRC reserves the right in its sole and complete discretion to reallocate loan amounts as between the 2009A Loan and 2009B Loan on the basis of the amounts of the 2009A Loan and the 2009B Loan that the Borrower would have been entitled to had the 2009 Loans initially equaled the Committed Amount less the Undisbursed Committed Amount. The reallocation between the 2009A Loan and 2009B Loan will reflect the same proportions of the 2009 Loans originally allocated to the 2009A Loan and 2009B Loan. Upon making such reallocation, the DNRC shall deliver to the Borrower a replacement Series 2009A Bond and a replacement Series 2009B Bond reflecting adjusted principal amounts, which bonds shall supersede and render of no effect the original bonds and be payable on the same dates as described in the original bonds, but in an adjusted amount owing on each Payment Date because of the reallocation of principal amounts. The Borrower shall execute and deliver the replacement Series 2009A Bond and the replacement Series 2009B Bond to the DNRC within thirty (30) days after delivery of such bonds to the Borrower by the DNRC. Contemporaneous with the delivery of the replacement Series 2009A Bond and the replacement Series 2009B Bond to the DNRC by the Borrower, the Borrower shall determine whether the Net Revenues of the System total at least 125% of the maximum principal of and interest payable on the Bonds outstanding in any Fiscal Year, and, if they do not, the Borrower shall increase its rates and charges to satisfy the rate covenant set forth in Section 6.7 of the Original Resolution, as implemented as described in Section 12.3 below, within three (3) months after the date of delivery of the replacement Series 2009A Bond and the replacement Series 2009B Bond to the DNRC by the Borrower.

ARTICLE VI

INDEMNIFICATION OF DNRC AND DEQ

The Borrower shall, to the extent permitted by law, indemnify and save harmless the DNRC and the DEQ and their officers, employees and agents (each an "Indemnified Party" or, collectively, the "Indemnified Parties") against and from any and all claims, damages, demands, expenses, liabilities and losses of every kind asserted by or on behalf of any Person arising out of the acts or omissions of the Borrower or its employees, officers, agents, contractors, subcontractors, or consultants in connection with or with regard or in any way relating to the condition, use, possession, conduct, management, planning, design, acquisition, construction, installation or financing of the 2009 Project. The Borrower shall also, to the extent permitted by law, indemnify and save harmless the Indemnified Parties against and from all costs, reasonable attorneys' fees, expenses and liabilities incurred in any action or proceeding brought by reason of any such claim or demand. If any proceeding is brought against an Indemnified Party by reason of such claim or demand, the Borrower shall, upon notice from an Indemnified Party, defend such proceeding on behalf of the Indemnified Party.

ARTICLE VII

ASSIGNMENT

Section 7.1 Assignment by Borrower. The Borrower may not assign its rights and obligations under the Resolution or the Series 2009 Bonds.

Section 7.2 Assignment by DNRC. The DNRC will pledge its rights under and interest in the Resolution, the Series 2009 Bonds and the Collateral Documents (except to the extent otherwise provided in the Indenture) as security for the payment of the State Bonds and may further assign such interests to the extent permitted by the Indenture, without the consent of the Borrower.

Section 7.3 State Refunding Bonds. In the event the State Bonds and Additional State Bonds are refunded by bonds which are not Additional State Bonds, all references in the Resolution to State Bonds and Additional State Bonds shall be deemed to refer to the refunding bonds and any bonds of the State on a parity with such refunding bonds (together, the "Refunding Bonds") or, in the case of a crossover refunding, to the State Bonds and Additional State Bonds and the Refunding Bonds. In the event the State Bonds are refunded by an issue of Additional State Bonds, all references in the Resolution to the State Bonds shall be deemed to refer to such Additional State Bonds or, in the case of a crossover refunding, both the State Bonds and such Additional State Bonds.

ARTICLE VIII

THE SERIES 2009 BONDS

Section 8.1 Net Revenues Available. The Borrower is authorized to charge just and equitable rates, charges and rentals for all services directly or indirectly furnished by the System,

and to pledge and appropriate to the Series 2002A Bonds, the Series 2002B Bond, the Series 2005 Bonds, the Series 2009A Bond, and the Series 2009B Bond the Net Revenues to be derived from the operation of the System, including improvements, betterments or extensions thereof hereafter constructed or acquired. The Net Revenues to be produced by such rates, charges and rentals during the term of the Series 2009 Bonds are expected to be more than sufficient to pay the principal and interest when due on the Series 2002A Bonds, the Series 2002B Bond, the Series 2005 Bonds, and the Series 2009 Bonds and to create and maintain reasonable reserves therefor and to provide an adequate allowance for replacement and depreciation, as prescribed herein. For purposes of the foregoing statement, principal of and interest on the 2009A Loan are disregarded, and interest on the Series 2009B Bond is assumed to be 1.75%. The Borrower acknowledges and agrees that if the DNRC delivers an ARRA Noncompliance Statement to the Borrower as provided in Section 5.1.2 as determined in the sole and complete discretion of the DNRC, then principal and interest and surcharges will become due and owing on the 2009A Loan evidenced by the Series 2009A Bond and the 2009B Loan evidenced by the Series 2009B Bond as provided in Section 5.1 and the Borrower shall thereupon, and no later than three (3) months after delivery of such a statement, to the extent required by Section 8.09 of the Original Resolution, as implemented as described in Section 12.3 below, adjust its schedule of fees, rates, and charges applicable to the System to cause Net Revenues and Surplus Revenues to be produced in an amount at least equal to that required by the Resolution.

Section 8.2 Issuance and Sale of the Series 2009 Bonds. The Commission has investigated the facts necessary and hereby finds, determines and declares it to be necessary and desirable for the Borrower to issue the Series 2009 Bonds to evidence the 2009 Loans. The Series 2009 Bonds are issued to the DNRC without public sale pursuant to Montana Code Annotated, Section 7-7-4433(2)(a).

Section 8.3 Terms. The Series 2009A Bond and the Series 2009B Bond shall be in the maximum principal amount equal to the original 2009A Committed Amount and 2009B Committed Amount, respectively, shall each be issued as a single, fully registered bond numbered R-1, shall be dated as of the date of delivery to the DNRC, and shall bear interest at the rates charged by the DNRC on the 2009A Loan and 2009B Loan, respectively. The principal of and interest on the Series 2009B Bond, and, if applicable, the principal of and interest on the Series 2009A Bond and any Administrative Expense Surcharge and Loan Loss Reserve Surcharge on the Series 2009A Bond and the Series 2009B Bond shall be payable on the same dates and in the same amounts on which Loan Repayments are payable. Advances of principal of the Series 2009A Bond or Series 2009B Bond shall be deemed made when advances of the 2009A Loan or 2009B Loan, respectively, are made under Section 4.1, and such advances shall be payable in accordance with Schedule B to the Series 2009B Bond and, if applicable, the Series 2009A Bond, as the case may be, as it may be revised by the DNRC from time to time in accordance with Section 5.1. The Series 2009A Bond is a Subordinate Obligation payable only from Net Revenues available in the Subordinate Obligations Account. The Series 2009B Bond is an Additional Bond.

The Borrower may prepay the Series 2009 Bonds, in whole or in part, only upon the terms and conditions under which it can prepay the 2009 Loans under Section 5.3.

Section 8.4 Negotiability, Transfer and Registration. The Series 2009 Bonds shall be fully registered as to both principal and interest, and shall be initially registered in the name of and payable to the DNRC. While so registered, principal of and interest on the Series 2009 Bonds shall be payable to the DNRC at the Office of the Department of Natural Resources and Conservation, 1625 Eleventh Avenue, Helena, Montana 59620-1601 or such other place as may be designated by the DNRC in writing and delivered to the Borrower. The Series 2009 Bonds shall be negotiable, subject to the provisions for registration and transfer contained in this Section. No transfer of the Series 2009 Bonds shall be valid unless and until (1) the holder, or his duly authorized attorney or legal representative, has executed the form of assignment appearing on the Series 2009 Bonds, and (2) the Fiscal Services Director of the Borrower (or successors, the “Registrar”), as Bond Registrar, has duly noted the transfer on the Series 2009 Bonds and recorded the transfer on the registration books of the Registrar. The Registrar may, prior to noting and recording the transfer, require appropriate proof of the transferor’s authority and the genuineness of the transferor’s signature. The Borrower shall be entitled to deem and treat the Person in whose name the Series 2009 Bonds is registered as the absolute owner of the Series 2009 Bonds for all purposes, notwithstanding any notice to the contrary, and all payments to the registered holder shall be valid and effectual to satisfy and discharge the Borrower’s liability upon such Bond to the extent of the sum or sums so paid.

Section 8.5 Execution and Delivery. The Series 2009 Bonds shall be executed on behalf of the Borrower by the manual signatures of the Mayor, City Manager, City Fiscal Services Director, and City Clerk. Any or all of such signatures may be affixed at or prior to the date of delivery of the Series 2009 Bonds. The Series 2009 Bonds shall be sealed with the corporate seal of the Borrower. In the event that any of the officers who shall have signed the Series 2009 Bonds shall cease to be officers of the Borrower before the Series 2009 Bonds are issued or delivered, their signatures shall remain binding upon the Borrower. Conversely, the Series 2009 Bonds may be signed by an authorized official who did not hold such office on the date of adoption of this Supplemental Resolution. The Series 2009 Bonds shall be delivered to the DNRC, or its attorney or legal representative.

Section 8.6 Form. The Series 2009A Bond shall be prepared in substantially the form attached as Appendix B-1 and the Series 2009B Bond shall be prepared in substantially the form attached as Appendix B-2.

Section 8.7 Construction Account. To the Construction Account shall be credited as received the portion of the proceeds of Series 2009 Bonds for costs of the 2009 Project and for costs of issuance of the Series 2009 Bonds and any other funds appropriated by the Borrower to the Construction Account for improvements to the System, and all income received from the investment of the Construction Account.

Section 8.8 Subordinate Obligations Account. Net Revenues remaining after satisfying the requirements of the Debt Service Account and the Reserve Account shall be deposited by the Borrower in the Subordinate Obligations Account, and amounts therein or to be deposited therein shall in all events be subject to the prior appropriation of Revenues and Net Revenues to the Operating Account, Debt Service Account, and Reserve Account to satisfy the requirements thereof. The Borrower shall deposit in the Subordinate Obligations Account Net Revenues in an amount sufficient to pay the Series 2009A Bond as and when due.

ARTICLE IX

SECURITY FOR THE SERIES 2009 BONDS

The Series 2009B Bond is issued as an Additional Bond under Section 6.01 of the Original Resolution and shall, with the Series 2002A Bonds, the Series 2002B Bond, the Series 2005 Bonds, and any other Additional Bonds issued under the provisions of Section 6.01 of the Original Resolution, be equally and ratably secured by the provisions of the Resolution and payable out of the Net Revenues appropriated to the Debt Service Account of the Sanitary Sewerage System Fund, without preference or priority, all as provided in the Resolution, and secured by the Reserve Account, as further provided in Section 7.05 of the Original Resolution. Upon advancement of principal of the Series 2009B Bond, the City Fiscal Services Director shall transfer from proceeds of the Series 2009B Bond such amount or amounts to the Reserve Account to cause the balance therein to equal the Reserve Requirement, treating such principal amount as outstanding. Upon the each advance of the Series 2009B Bond, the deposit to the Reserve Account shall be sufficient to cause the balance in the Reserve Account to equal the Reserve Requirement in respect of the Series 2002A Bonds, the Series 2002B Bond, the Series 2005 Bonds, and the principal of the Series 2009B Bond so advanced. The Series 2009A Bond is a Subordinate Obligation issued under Section 6.02 of the Original Resolution and payable from the Net Revenues in the Subordinate Obligations Account that are available after required credits to the Operating Account, the Debt Service Account, and the Reserve Account. No payment of principal or interest shall be made on any Subordinate Obligation, including the Series 2009A Bond, if the City is then in default in the payment of principal of or interest on any Bond or if there is a deficiency in the Operating Account or the Debt Service Account or the balance in the Reserve Account is less than the Reserve Requirement. In the event the principal of and interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge become payable under the Series 2009A Bond, the Borrower shall cause rates and charges to be increased to produce Net Revenues at least equal to the amount required under Section 8.09 of the Original Resolution, as implemented as described in Section 12.3 below, within three (3) months following delivery of an ARRA Noncompliance Statement. The Borrower shall keep, perform and observe each and every one of its covenants and undertakings set forth in the Resolution for the benefit of the registered owners from time to time of the Series 2002A Bonds, the Series 2002B Bond, the Series 2005 Bonds, and the Series 2009 Bonds.

ARTICLE X

TAX MATTERS

Section 10.1 Use of 2009 Project. The 2009 Project will be owned and operated by the Borrower and available for use by members of the general public on a substantially equal basis. The Borrower shall not enter into any lease, use or other agreement with any non-governmental person relating to the use of the 2009 Project or the System or security for the payment of the Series 2009B Bond which might cause the Series 2009B Bond to be considered a “private activity bond” or “private loan bond” within the meaning of Section 141 of the Code.

Section 10.2 General Covenant. The Borrower covenants and agrees with the owners from time to time of the Series 2009B Bond that it will not take or permit to be taken by any of

its officers, employees or agents any action which would cause the interest on the Series 2009B Bond to become includable in gross income for federal income tax purposes under the Code and the Regulations, and covenants to take any and all actions within its powers to ensure that the interest on the Series 2009B Bond will not become includable in gross income for federal income tax purposes under the Code and the Regulations.

Section 10.3 Arbitrage Certification. The Mayor, City Manager and the City Fiscal Services Director, being the officers of the Borrower charged with the responsibility for issuing the Series 2009B Bond pursuant to the Resolution, are authorized and directed to execute and deliver to the DNRC a certificate in accordance with the provisions of Section 148 of the Code, and Section 1.148-2(b) of the Regulations, stating that on the basis of facts, estimates and circumstances in existence on the date of issue and delivery of the Series 2009B Bond, it is reasonably expected that the proceeds of the Series 2009B Bond will be used in a manner that would not cause the Series 2009B Bond to be an “arbitrage bond” within the meaning of Section 148 of the Code and the Regulations.

Section 10.4 Arbitrage Rebate. The City acknowledges that the Series 2009B Bond is subject to the rebate requirements of Section 148(f) of the Code. The City covenants and agrees to retain such records, make such determinations, file such reports and documents and pay such amounts at such times as are required under said Section 148(f) and applicable Treasury Regulations to preserve the exclusion of interest on the Series 2009B Bond from gross income for federal income tax purposes, unless the Series 2009B Bond qualify for the exception from the rebate requirement under Section 148(f)(4)(B) of the Code and no “gross proceeds” of the Series 2009B Bond (other than amounts constituting a “bona fide debt service fund”) arise during or after the expenditure of the original proceeds thereof. In furtherance of the foregoing, the Financial Services Manager is hereby authorized and directed to execute a Rebate Certificate, substantially in the form to be prepared by Bond Counsel, and the City hereby covenants and agrees to observe and perform the covenants and agreements contained therein, unless amended or terminated in accordance with the provisions thereof.

Section 10.5 Information Reporting. The Borrower shall file with the Secretary of the Treasury, not later than November 15, 2009, a statement concerning the Series 2009B Bond containing the information required by Section 149(e) of the Code.

Section 10.6 “Qualified Tax-Exempt Obligations.” Pursuant to Section 265(b)(3)(B)(ii) of the Code, the Borrower hereby designates the Series 2009B Bond as a “qualified tax-exempt obligation” for purposes of Section 265(b)(3) of the Code. The Borrower has not designated any obligations in 2009 other than its \$2,000,000 Tax Increment Urban Renewal Revenue Bonds, Series 2009A (Federal Courthouse/4th Avenue NW Project), its \$900,000 Tax Increment Urban Renewal Subordinate Lien Revenue Note, Series 2009, its \$333,700 Water System Revenue Bonds (DNRC Drinking Water State Revolving Fund Program), Series 2009B, and the Series 2009B Bond under Section 265(b)(3). The Borrower hereby represents that it does not anticipate that obligations bearing interest not includable in gross income for purposes of federal income taxation under Section 103 of the Code (including refunding obligations as provided in Section 265(b)(3) of the Code and including “qualified 501(c)(3) bonds” but excluding other “private activity bonds,” as defined in Sections 141(a) and 145(a) of the Code) will be issued by or on

behalf of the Borrower and all “subordinate entities” of the Borrower in 2009 in an amount greater than \$30,000,000.

ARTICLE XI

CONTINUING DISCLOSURE

The Borrower understands and acknowledges that the DNRC is acquiring the Series 2009 Bonds under the Program pursuant to which the State issues from time to time State Bonds to provide funds therefor. The Borrower covenants and agrees that, upon written request of the DNRC from time to time, the Borrower will promptly provide to the DNRC all information that the DNRC reasonably determines to be necessary or appropriate to offer and sell State Bonds or to provide continuing disclosure in respect of State Bonds, whether under Rule 15c2-12 (17 C.F.R. § 240.15c2-12) promulgated by the Securities and Exchange Council under the Securities Exchange Act of 1934, as amended, or otherwise. Such information shall include, among other things and if so requested, financial statements of the Borrower prepared in accordance with generally accepted accounting principles promulgated by the Financial Accounting Standards Board as modified in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under Montana law, as in effect from time to time (such financial statements to relate to a Fiscal Year or any period therein for which they are customarily prepared by the Borrower, and, if for a Fiscal Year and so requested by the DNRC, subject to an audit report and opinion of an accountant or government auditor, as permitted or required by the laws of the State). The Borrower will also provide, with any information so furnished to the DNRC, a certificate of the Mayor, the City Manager and the City Fiscal Services Director of the Borrower to the effect that, to the best of their knowledge, such information does not include any untrue statement of a material fact or omit to state any material fact required to be stated therein to make the statements made, in light of the circumstances under which they are made, not misleading.

ARTICLE XII

IMPLEMENTATION

This Article XII describes the implementation of the provisions of the Original Resolution as they apply to the Series 2009 Bonds.

Section 12.1 Clean Water Act. References to the “Clean Water Act” shall include any amendments or supplements to such act as are effected by ARRA.

Section 12.2 Subordinate Obligations. The Series 2009A Bond is a Subordinate Obligation payable from the Subordinate Obligations Account as described in the Original Resolution, as supplemented by this Supplemental Resolution. Any Revenues or Net Revenues segregated to pay such Subordinate Obligations in the Fund are subject to the prior appropriation thereof to the Operating Account, the Debt Service Account or the Reserve Account if necessary to meet the requirements thereof.

Section 12.3 Rates and Charges. Section 8.09 of the Original Resolution provides, in part, as follows: “The City covenants and agrees that the rates, charges and rentals to be charged to all users shall be maintained and shall be revised, subject to any approval by the Public Service Commission or other agency of the State required under applicable law, whenever and as often as may be necessary, according to schedules such that (i) Revenues for each Fiscal Year will be at least sufficient to pay the principal of and interest on all Bonds payable from the Revenues derived in such Fiscal Year, to establish and maintain the Reserve Requirement, to pay promptly the reasonable and current Operating Expenses, to pay the principal of and interest on any Subordinate Obligations and to provide reserves for the repair and replacement of the System, and (ii) Net Revenues for each Fiscal Year commencing after June 30, 2002 will be at least equal to 125% of the maximum Principal and Interest Requirements for all future Fiscal Years during which any Bonds will be Outstanding.”

For purposes of construing the foregoing sentence, principal of and interest on the Series 2009A Bond shall initially be disregarded and interest on the Series 2009B Bond shall be 1.75% per annum. However, in the event the City’s obligation to repay the principal of the Series 2009A Bond is not forgiven as described in Section 5.1.2 of this Supplemental Resolution, the City shall forthwith, and in any event not later than three (3) months after delivery of an ARRA Noncompliance Statement, cause the rates, charges and rentals to be charged to all recipients of water services to be maintained and to be revised whenever and as often as may be necessary, according to schedules such that (i) Revenues for each Fiscal Year will be at least sufficient to pay the principal of and interest on all Bonds payable from the Revenues derived in such Fiscal Year (including, without limitation, the Series 2009B Bond with interest thereon at 3.75% per annum), to establish and maintain the Reserve Requirement, to pay promptly the reasonable and current Operating Expenses, to pay the principal of and interest on any Subordinate Obligations (including, without limitation, all Outstanding principal of the Series 2009A Bond with interest thereon at 3.75% per annum) and to provide reserves for the repair and replacement of the System, and (ii) Net Revenues for each Fiscal Year commencing after June 30, 2002 will be equal to at least 125% of the maximum Principal and Interest Requirements for all future Fiscal Years during which any Bonds will be Outstanding (including, without limitation, the Series 2009B Bond with interest thereon at 3.75% per annum). The establishment of the percentage of Net Revenues and the provision of adequate Net Revenues to pay Subordinate Obligations contained above in this paragraph have been deemed necessary in order to sell the Bonds and Subordinate Obligations upon terms most advantageous to the City. Section 8.09 is not amended hereby and continues in full force and effect.

ARTICLE XIII

MISCELLANEOUS

Section 13.1 Notices. All notices or other communications hereunder shall be sufficiently sent or given and shall be deemed sent or given when delivered or mailed by certified mail, postage prepaid, to the parties at the following addresses:

DNRC: Department of Natural Resources and Conservation
1625 Eleventh Avenue
P. O. Box 201601
Helena, Montana 59620-1601
Attn: Conservation and Resource
Development Division

Trustee: U.S. Bank National Association
c/o Corporate Trust Services
1420 Fifth Avenue, 7th Floor
Seattle, Washington 98101

Borrower: City of Great Falls
PO Box 1178
Great Falls, Montana 59103
Attn: Fiscal Services Director

Any of the above parties may, by notice in writing given to the others, designate any further or different addresses to which subsequent notices or other communications shall be sent.

Section 13.2 Binding Effect. This Supplemental Resolution shall inure to the benefit of and shall be binding upon the DNRC, the Borrower and their respective successors and assigns.

Section 13.3 Severability. If any provision of this Supplemental Resolution shall be determined to be unenforceable at any time, it shall not affect any other provision of the Resolution or the enforceability of that provision at any other time.

Section 13.4 Amendments. This Supplemental Resolution may not be effectively amended except in accordance with Article IX of the Original Resolution.

Section 13.5 Applicable Law. This Supplemental Resolution shall be governed by and construed in accordance with the internal laws of the State.

Section 13.6 Captions; References to Sections. The captions in this Supplemental Resolution are for convenience only and do not define or limit the scope or intent of any provisions or Sections of this Supplemental Resolution.

Section 13.7 No Liability of Individual Officers, Directors or Trustees. No recourse under or upon any obligation, covenant or agreement contained in this Supplemental Resolution shall be had against any director, officer or employee, as such, past, present or future, of the DNRC, the DEQ or the Trustee, either directly or through the DNRC, the DEQ or the Trustee, or against any officer, or member of the governing body or employee of the Borrower, past, present or future, as an individual so long as such individual was acting in good faith. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such officer or member of the governing body or employee of the DNRC, the Trustee or the Borrower is hereby expressly waived and released by the Borrower

and by the DNRC as a condition of and in consideration for the adoption of this Supplemental Resolution and the making of the Loan.

Section 13.8 Payments Due on Holidays. If the date for making any payment or the last date for performance of any act or the exercise of any right, as provided in this Supplemental Resolution or the Series 2009 Bonds, shall not be Business Day, such payments may be made or act performed or right exercised on the next succeeding Business Day with the same force and effect as if done on the nominal date provided in this Supplemental Resolution or the Series 2009 Bonds.

Section 13.9 Right of Others To Perform Borrower's Covenants. In the event the Borrower shall fail to make any payment or perform any act required to be performed hereunder, then and in each such case the DNRC or the provider of any Collateral Document may (but shall not be obligated to) remedy such default for the account of the Borrower and make advances for that purpose. No such performance or advance shall operate to release the Borrower from any such default and any sums so advanced by the DNRC or the provider of any Collateral Document shall be paid immediately to the party making such advance and shall bear interest at the rate of ten percent (10.00%) per annum from the date of the advance until repaid. The DNRC and the provider of any Collateral Document shall have the right to enter the 2009 Project or the facility or facilities of which the 2009 Project is a part or any other facility which is a part of the System in order to effectuate the purposes of this Section.

Section 13.10 Authentication of Transcript. The officers of the Borrower are hereby authorized and directed to furnish to the DNRC and to Bond Counsel certified copies of all proceedings relating to the issuance of the Series 2009 Bonds and such other certificates and affidavits as may be required to show the right, power and authority of the Borrower to issue the Series 2009 Bonds, and all statements contained in and shown by such instruments, including any heretofore furnished, shall constitute representations of the Borrower as to the truth of the statements of fact purported to be shown thereby.

Section 13.11 Date. This Supplemental Resolution shall take effect immediately.

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Adopted by the City Commission of the City of Great Falls, Montana, on this 1st day of September, 2009.

Dona R. Stebbins, Mayor

ATTEST:

Lisa Kunz, City Clerk

(Seal of the City)

APPROVED FOR LEGAL CONTENT:

Chad Parker, Acting City Attorney

APPENDIX A

Description of the 2009 Project

The 2009 Project generally consists of sandblasting and recoating rusted and corroded areas at the Wastewater Treatment Plant and Lift Station #15 in the City and related improvements.

Estimated 2009 Project Budget

2009 <u>Project Costs</u>	Series <u>2009A Bond</u>	Series <u>2009B Bond</u>	<u>City Funds</u>	<u>Total</u>
Preliminary Engineering	\$11,228.00	\$10,322.00		\$21,550.00
Engineering/Arch. Design	23,143.00	21,277.00		44,420.00
Construction Engr. Services	36,282.00	33,358.00		69,640.00
Construction	312,233.00	256,753.00		568,986.00
Contingency		8,296.00	\$48,618.00	56,914.00
Loan Reserves		22,108.00		22,108.00
Bond Counsel	7,814.00	7,186.00		15,000.00
TOTALS	\$390,700.00	\$359,300.00	\$48,618.00	\$798,618.00

APPENDIX B-1

[Form of the Series 2009A Bond]

UNITED STATES OF AMERICA
STATE OF MONTANA
COUNTY OF CASCADE

CITY OF GREAT FALLS

SUBORDINATE LIEN SANITARY SEWERAGE SYSTEM REVENUE BOND
(DNRC WATER POLLUTION CONTROL STATE REVOLVING LOAN PROGRAM)
TAXABLE SERIES 2009A

R-1

\$390,700

FOR VALUE RECEIVED, THE CITY OF GREAT FALLS, MONTANA (the “Borrower”), a duly organized municipal corporation and political subdivision of the State of Montana, acknowledges itself to be specially indebted and hereby promises to pay to the Department of Natural Resources and Conservation of the State of Montana (the “DNRC”), or its registered assigns, solely out of available Net Revenues available in the Subordinate Obligations Account of its Sanitary Sewerage System Fund, the principal sum equal to the sum of the amounts entered on Schedule A attached hereto under “Total Amount Advanced,” with interest on each such amount from the date such amount is advanced hereunder at the rate of two percent (2.00%) per annum on the unpaid balance until paid, together with an Administrative Expense Surcharge and Loan Loss Reserve Surcharge on the outstanding principal amount of this Bond from the date of each advance of principal at the rate of seventy-five hundredths of one percent (0.75%) and one percent (1.00%) per annum, respectively, all subject to the effect of the immediately following paragraph. Interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall be payable in semiannual installments on each January 1 and July 1 (each a “Loan Repayment Date”) commencing with the Loan Repayment Date that is the first to occur following delivery by the DNRC to the Borrower of a statement that the Borrower’s obligation to repay the principal amount of the 2009A Loan is not forgiven and ending on the July 1, 2029, all as described in the Resolution (as hereinafter defined), subject to earlier redemption. Principal shall as well be payable on such dates, as set forth in Schedule B hereto. Each installment shall be in the amount set forth opposite its due date in Schedule B hereto under “Total Loan Payment.” The portion of each such payment consisting of principal, the portion consisting of interest and the portion consisting of Administrative Expense Surcharge and the portion consisting of Loan Loss Reserve Surcharge shall be as set forth in Schedule B attached hereto. Upon each disbursement of 2009A Loan amounts to the Borrower pursuant to the Resolution described below, the DNRC shall enter (or cause to be entered) the amount advanced on Schedule A under “Advances” and the total amount advanced under the Resolution (as hereinafter defined), including such disbursement, under “Total Amount Advanced.” The DNRC shall prepare Schedule B and any revised Schedule B, or cause Schedule B and any revised Schedule B to be prepared, as provided in Section 5.1 of the supplemental resolution

authorizing this Bond, and the final Schedule B will reflect repayments under Section 5.1.4 of such supplemental resolution. Schedule B shall be calculated and recalculated on a level debt service basis assuming an interest rate of three and seventy-five hundredths percent (3.75%) per annum. Past-due payments of principal and interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall bear interest at the rate of ten percent (10.00%) per annum, until paid. Interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall be calculated on the basis of a 360-day year comprising 12 months of 30 days each. All payments under this Bond shall be made to the registered holder of this Bond, at its address as it appears on the Bond register, in lawful money of the United States of America.

NOTWITHSTANDING THE FOREGOING PROVISIONS OF THIS BOND, IN THE EVENT THAT THE BORROWER TIMELY DELIVERS AN ARRA CERTIFICATE AND REQUEST (AS DEFINED IN THE RESOLUTION) IN FORM AND SUBSTANCE SATISFACTORY TO THE DNRC AND THE DNRC IN RESPONSE THERETO SUPPLIES TO THE BORROWER AN ARRA FORGIVENESS STATEMENT, THEN THEREUPON INTEREST SHALL BE DEEMED TO ACCRUE ON THE PRINCIPAL OF THIS SERIES 2009A BOND FROM THE DATE OF EACH ADVANCE AT THE RATE OF ZERO PERCENT (0.00%) PER ANNUM AND THE BORROWER'S OBLIGATION TO REPAY PRINCIPAL ADVANCED HEREUNDER SHALL BE FORGIVEN, AND THE BORROWER SHALL HAVE NO OBLIGATION TO REPAY THE DNRC OR ITS REGISTERED ASSIGNS ANY AMOUNTS ADVANCED HEREUNDER OR INTEREST OR ANY SURCHARGE THEREON. THIS BOND SHALL THEREUPON BE MARKED "CANCELLED" AND RETURNED BY THE HOLDER TO THE BORROWER, AND THIS BOND SHALL NO LONGER CONSTITUTE AN OBLIGATION OF THE BORROWER OR OF THE SYSTEM (AS HEREINAFTER DEFINED). IN ADDITION, UNTIL THE DELIVERY OF AN ARRA STATEMENT BY THE DNRC TO THE BORROWER, THE OBLIGATION OF THE BORROWER TO REPAY THE OUTSTANDING PRINCIPAL AMOUNT HEREOF SHALL BE DEFERRED UNTIL THE LOAN REPAYMENT DATE FIRST OCCURRING AFTER DELIVERY OF AN ARRA STATEMENT AND INTEREST SHALL BE DEEMED TO ACCRUE ON THE PRINCIPAL OF THIS SERIES 2009A BOND FROM THE DATE OF EACH ADVANCE UNTIL DELIVERY OF SUCH A STATEMENT AT THE RATE OF ZERO PERCENT (0.00%) PER ANNUM.

This Bond is one of an issue of Sanitary Sewerage System Revenue Bonds of the Borrower authorized to be issued in one or more series from time to time and constitutes a series in the maximum authorized principal amount of \$390,700 (the "Series 2009A Bond"). The Series 2009A Bond is issued to finance a portion of the costs of the construction of certain improvements to the Sanitary Sewerage System of the Borrower (the "System") and to pay costs of issuance of the Series 2009A Bond. The Series 2009A Bond is issued pursuant to and in full conformity with the Constitution and laws of the State of Montana thereunto enabling, including Montana Code Annotated, Title 7, Chapter 7, Part 44 and 45, as amended, and ordinances and resolutions duly adopted by the governing body of the Borrower, including Resolution No. 9227, adopted by this Commission on May 7, 2002 (the "Original Resolution"), as amended and supplemented by Resolution Nos. 9228 and 9454, adopted May 7, 2002 and January 18, 2005, respectively, as further amended and supplemented by Resolution No. 9863, adopted September 1, 2009 (as so amended and supplemented, the "Resolution"). Terms used with initial capital

letters but not defined herein shall have the meanings given them in the Resolution. This Series 2009A Bond is issuable only as a single, fully registered bond. This Series 2009A Bond is issued as a Subordinate Obligation payable out of available Net Revenues remaining in the Subordinate Obligations Account in the Fund of the Borrower. The Borrower has issued its outstanding Sanitary Sewerage System Revenue Refunding Bonds, Series 2002A (the "Series 2002A Bonds"), its Sanitary Sewerage System Revenue Bond (DNRC Revolving Loan Program), Series 2002B (the "Series 2002B Bond"), and its Sanitary Sewerage System Revenue Bonds, Series 2005 (the "Series 2005 Bonds"), and is issuing simultaneously herewith its Sanitary Sewerage System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2009B (the "Series 2009B Bond"). The Series 2002A Bonds, the Series 2002B Bond, the Series 2005 Bonds, and the Series 2009B Bond (collectively, the "Outstanding Bonds") are parity lien bonds payable from the Debt Service Account in the Fund of the Borrower. Following the 2009B First Advance, principal amounts of this Series 2009A Bond are advanced until all of the principal of this Series 2009A Bond is advanced and then the remaining amounts of principal of the Series 2009B Bond are advanced.

Reference is made to the Resolution for a more complete statement of the terms and conditions upon which the Series 2009A Bond has been issued, the conditions upon which the Resolution may be amended, the rights, duties and obligations of the Borrower, and the rights of the owners of the Series 2009A Bond.

The Borrower may prepay the principal of the Series 2009A Bond only if (i) an ARRA Statement has been delivered, (ii) it obtains the prior written consent of the DNRC thereto, and (iii) no Loan Repayment or Administrative Expense Surcharge or Loan Loss Reserve Surcharge is then delinquent. Any prepayment permitted by the DNRC must be accompanied by payment of accrued interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge to the date of prepayment on the amount of principal prepaid. If the Series 2009A Bond is prepaid in part, such prepayments shall be applied to principal payments in inverse order of maturity.

This Series 2009A Bond, including interest and any premium for the redemption thereof, is payable solely from the Net Revenues remaining in the Subordinate Obligations Account subject to the prior lien thereon of the Debt Service Account and Reserve Account available for the payment hereof and does not constitute a debt of the Borrower within the meaning of any constitutional or statutory limitation or provision.

The Borrower may deem and treat the person in whose name this Series 2009A Bond is registered as the absolute owner hereof, whether this Series 2009A Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and the Borrower shall not be affected by any notice to the contrary. The Series 2009A Bond may be transferred as hereinafter provided.

The Borrower understands that the principal amounts of the 2009A Loan and the 2009B Loan have been sized based on the understanding and expectation that the 2009 Project costs at least \$750,000 and that the Borrower will request disbursement of the full amount of the 2009A Loan and 2009B Loan. Notwithstanding any provision to the contrary herein, the Borrower acknowledges and agrees that in the event there is any Undisbursed Committed Amount, then the DNRC reserves the right in its sole and complete discretion to reallocate loan amounts as

between the 2009A Loan and 2009B Loan on the basis of the amounts of the 2009A Loan and the 2009B Loan that the Borrower would have been entitled to had the 2009 Loans initially equaled the Committed Amount less the Undisbursed Committed Amount. The reallocation between the 2009A Loan and 2009B Loan will reflect the same proportions of the 2009 Loans originally allocated to the 2009A Loan and 2009B Loan. Upon making such reallocation, the DNRC shall deliver to the Borrower a replacement Series 2009A Bond and a replacement Series 2009B Bond reflecting adjusted principal amounts, which bonds shall supersede and render of no effect the original bonds and be payable on the same dates as described in the original bonds, but in an adjusted amount owing on each Payment Date because of the reallocation of principal amounts. The Borrower shall execute and deliver the replacement Series 2009A Bond and the replacement Series 2009B Bond to the DNRC within thirty (30) days after delivery of such bonds to the Borrower by the DNRC. Contemporaneous with the delivery of the replacement Series 2009A Bond and the replacement Series 2009B Bond to the DNRC by the Borrower, the Borrower shall determine whether the Net Revenues of the System total at least 125% of the maximum principal of and interest payable on the Bonds outstanding in any Fiscal Year, and, if they do not, the Borrower shall increase its rates and charges to satisfy the rate covenant set forth in Section 8.09 of the Resolution, as implemented as described in Section 12.3 of the supplemental bond resolution authorizing this Bond, within three (3) months after the date of delivery of the replacement Series 2009A Bond and the replacement Series 2009B Bond to the DNRC by the Borrower.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that the Borrower will forthwith construct and complete the improvements to the System hereinabove described; that it will prescribe and collect reasonable rates and charges for all services and facilities afforded by the System, including all additions thereto and replacements and improvements thereof, and has created a special Sanitary Sewerage System Fund into which the Revenues of the System will be paid, and a separate and special Subordinate Obligations Account in that Fund, into which will be paid, subject to the prior lien thereon of the Operating Account, Debt Service Account, and the Reserve Account, Net Revenues; that the rates and charges for the System will from time to time be made and kept sufficient, to provide gross income and revenues adequate to pay promptly the reasonable and current expenses of operating and maintaining the System, to produce in each Fiscal Year Net Revenues in excess of such current expenses, equal to at least 125% of the maximum amount of principal and interest payable from the Debt Service Account in any subsequent Fiscal Year and to produce in each Fiscal Year adequate remaining Net Revenues to pay the principal of and interest on Subordinate Obligations including the Series 2009A Bond, as and when due; that Additional Bonds issued on a parity with the Outstanding Bonds (such bonds, collectively, with the Outstanding Bonds, the "Bonds") and refunding Bonds may be issued and made payable from the Debt Service Account on a parity with the Outstanding Bonds, and other parity Bonds, upon certain conditions set forth in the Resolution, but no obligation will be otherwise incurred and made payable from the Net Revenues of the System, unless the lien thereof shall be expressly made subordinate to the lien of the Outstanding Bonds and Additional Bonds on such Net Revenues (such as is the case with this Series 2009A Bond); that all provisions for the security of the holder of this Series 2009A Bond set forth in the Resolution will be punctually and faithfully performed as therein stipulated; that all acts, conditions and things required by the Constitution and laws of the State of Montana and the ordinances and resolutions of the Borrower to be done, to exist, to happen and to be

performed in order to make this Series 2009A Bond a valid and binding special obligation of the Borrower according to its terms have been done, do exist, have happened and have been performed in regular and due form, time and manner as so required; and that this Series 2009A Bond and the interest hereon are payable solely out of available Net Revenues in the Subordinate Obligations Account of the Fund and do not constitute a debt of the Borrower within the meaning of any constitutional or statutory limitation or provision and the issuance of the Series 2009A Bond does not cause either the general or the special indebtedness of the Borrower to exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City of Great Falls, Montana, by its governing body, has caused this Bond to be executed by the signatures of its Mayor, City Manager, City Fiscal Services Director, and City Clerk, and has caused the official seal of the Borrower to be affixed hereto, and has caused this Bond to be dated as of the _____ day of _____, 2009.

Mayor

(SEAL)

City Manager

City Fiscal Services Director

City Clerk

REGISTRATION AND TRANSFER

This Bond shall be fully registered as to both principal and interest. No transfer of this Bond shall be valid unless and until (1) the registered holder of the Bond, or his duly authorized attorney or legal representative, executes the form of assignment appearing on this Bond, and (2) the City Fiscal Services Director as bond registrar (the "Registrar"), has duly noted the transfer on the Bond and recorded the transfer on the Registrar's registration books. The Borrower shall be entitled to deem and treat the person in whose name this Bond is registered as absolute owner thereof for all purposes, notwithstanding any notice to the contrary. Payments on account of the Bond shall be made only to the order of the registered holder thereof, and all such payments shall be valid and effectual to satisfy and discharge the Borrower's liability upon the Bond to the extent of the sum or sums so paid.

REGISTER

The ownership of the unpaid Principal Balance of this Bond and the interest accruing thereon is registered on the books of the City of Great Falls, Montana in the name of the registered holder appearing on the first page hereof or as last noted below:

<u>Date of Registration</u>	<u>Name and Address of Registered Holder</u>	<u>Signature of City Fiscal Services Director</u>
_____, 2009	<u>Department of Natural</u> <u>Resources and Conservation</u> <u>1625 Eleventh Avenue</u> <u>Helena, MT 59620</u>	_____

THE FOLLOWING ENTRIES ARE TO BE MADE ONLY BY THE BOND
REGISTRAR UPON REGISTRATION OF EACH TRANSFER

The City Clerk of the City of Great Falls, Montana, acting as Bond Registrar, has transferred, on the books of the Borrower, on the date last noted below, ownership of the principal amount of and the accrued interest on this Bond to the new registered holder noted next to such date, except for amounts of principal and interest theretofore paid.

<u>Date of Transfer</u>	<u>Name of New Registered Holder</u>	<u>Signature of Bond Registrar</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

FORM OF ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____
_____ the within Bond and does hereby
irrevocably constitute and appoint _____
attorney to transfer the Bond on the books kept for the registration thereof, with full power of
substitution in the premises.

Dated: _____

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatsoever.

SCHEDULE B

<u>Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Administrative Expense Surcharge</u>	<u>Loan Loss Reserve Surcharge</u>	<u>Total Loan Payment</u>
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APPENDIX B-2

[Form of the Series 2009B Bond]

UNITED STATES OF AMERICA
STATE OF MONTANA
COUNTY OF CASCADE

CITY OF GREAT FALLS

SANITARY SEWERAGE SYSTEM REVENUE BOND
(DNRC WATER POLLUTION CONTROL STATE REVOLVING LOAN PROGRAM)
SERIES 2009B

R-1

\$359,300

FOR VALUE RECEIVED, THE CITY OF GREAT FALLS, MONTANA (the “Borrower”), a duly organized municipal corporation and political subdivision of the State of Montana, acknowledges itself to be specially indebted and, for value received, hereby promises to pay to the Department of Natural Resources and Conservation of the State of Montana (the “DNRC”), or its registered assigns, solely from the Debt Service Account of its Sanitary Sewerage System Fund, the principal sum equal to the sum of the amounts entered on Schedule A attached hereto under “Total Amount Advanced,” with interest on each such amount from the date such amount is advanced hereunder at the rate of one and seventy-five hundredths percent (1.75%) per annum on the unpaid balance until paid, subject to the provisions of the immediately following paragraph. Interest shall be payable on each January 1 and July 1 (each a “Loan Repayment Date”) commencing January 1, 2010. Principal shall be payable on the dates set forth in Schedule B hereto. Each installment shall be in the amount set forth opposite its due date in Schedule B attached hereto under “Total Loan Payment.” The portion of each such payment consisting of principal and the portion consisting of interest shall be as set forth in Schedule B hereto. Upon each disbursement of 2009B Loan amounts to the Borrower pursuant to the Resolution described below, the DNRC shall enter (or cause to be entered) the amount advanced on Schedule A under “Advances” and the total amount advanced under the Resolution (as hereinafter defined), including such disbursement, under “Total Amount Advanced.” The DNRC shall prepare Schedule B and any revised Schedule B, or cause Schedule B and any revised Schedule B to be prepared, as provided in Section 5.1 of the supplemental resolution authorizing this Bond. Schedule B shall be calculated and recalculated on a level debt service basis assuming an interest rate of 1.75% per annum. Past-due payments of principal and interest shall bear interest at the rate of ten percent (10.00%) per annum, until paid. Interest shall be calculated on the basis of a 360-day year comprising 12 months of 30 days each. All payments under this Bond shall be made to the registered holder of this Bond, at its address as it appears on the Bond register, in lawful money of the United States of America.

NOTWITHSTANDING THE PROVISIONS OF THE FOREGOING PARAGRAPH OR ANY OTHER PROVISION TO THE CONTRARY HEREIN, IN THE

EVENT THE DNRC DELIVERS TO THE BORROWER AN ARRA NONCOMPLIANCE CERTIFICATE, THEN PRINCIPAL AMOUNTS ADVANCED HEREUNDER SHALL BEAR INTEREST FROM AND AFTER THE DATE OF EACH ADVANCE COMMENCING WITH THE 2009B FIRST ADVANCE (AS DEFINED IN THE RESOLUTION) AT A RATE OF TWO PERCENT (2.00%) PER ANNUM AND THE BORROWER SHALL PAY THE ADMINISTRATIVE EXPENSE SURCHARGE AND LOAN LOSS RESERVE SURCHARGE ON AMOUNTS ADVANCED HEREUNDER FROM AND AFTER THE 2009B FIRST ADVANCE AT THE RATES OF SEVENTY-FIVE HUNDREDTHS OF ONE PERCENT (0.75%) AND ONE PERCENT (1.00%) PER ANNUM, RESPECTIVELY, AND THE IMMEDIATELY FOLLOWING PARAGRAPH WILL THEREUPON GOVERN AND SUPERSEDE THE LOAN REPAYMENT PROVISIONS OF THE INITIAL PARAGRAPH ABOVE.

In the event of delivery of an ARRA Noncompliance Statement, interest at a rate of two percent (2.00%) per annum and an Administrative Surcharge and Loan Loss Reserve Surcharge on each advance of principal of this Bond from and after the 2009B First Advance shall be payable in semiannual installments payable on each Loan Repayment Date commencing with the Loan Repayment Date that is the first to occur following delivery by the DNRC of an ARRA Noncompliance Statement (as defined in the Resolution described below) and taking into account payments, if any, made on each Loan Repayment Date pursuant to the initial paragraph of this Bond prior to the delivery of such statement, all as described in Section 5.1 of the Resolution. Principal shall be payable on the dates set forth in Schedule B hereto. Each installment shall be in the amount set forth opposite its due date in Schedule B attached hereto under "Total Loan Payment." The portion of each such payment consisting of principal, the portion consisting of interest, the portion consisting of Administrative Expense Surcharge and the portion consisting of Loan Loss Reserve Surcharge shall be as set forth in Schedule B hereto. Amounts, if any, paid by the Borrower under the initial paragraph above will be credited against the payments owing by the Borrower under this paragraph. The DNRC shall prepare Schedule B and any revised Schedule B, or cause Schedule B and any revised Schedule B to be prepared, as provided in Section 5.1 of the Resolution, particularly Section 5.1.4 of the supplemental resolution authorizing this Bond. Schedule B under this paragraph shall be calculated and recalculated on a level debt service basis assuming an interest rate of three and seventy-five hundredths percent (3.75%) per annum. Past-due payments of principal, interest, Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall bear interest at the rate of ten percent (10.00%) per annum, until paid. Interest, Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall be calculated on the basis of a 360-day year comprising 12 months of 30 days each. All payments under this Bond shall be made to the registered holder of this Bond, at its address as it appears on the Bond register, in lawful money of the United States of America.

This Bond is one of an issue of Sanitary Sewerage System Revenue Bonds of the Borrower authorized to be issued in one or more series from time to time, and constitutes a series in the maximum authorized principal amount of \$359,300 (the "Series 2009B Bond"), issued to finance a portion of the costs of construction of certain improvements to the Sanitary Sewerage System of the Borrower (the "System"), to fund deposits to the Reserve Account, and to pay costs of issuance of the Series 2009B Bond. The Series 2009B Bond is issued pursuant to and in full conformity with the Constitution and laws of the State of Montana thereunto enabling,

including Montana Code Annotated, Title 7, Chapter 7, Part 44 and 45, as amended, and ordinances and resolutions duly adopted by the governing body of the Borrower, including Resolution No. 9227, adopted by this Commission on May 7, 2002 (the "Original Resolution"), as amended and supplemented by Resolution Nos. 9228 and 9454, adopted May 7, 2002 and January 18, 2005, respectively, as further amended and supplemented by Resolution No. 9863, adopted September 1, 2009 (as so amended and supplemented, the "Resolution"). Terms used with initial capital letters but not defined herein have the meanings given to them in the Resolution. The Series 2009B Bond is issuable only as a single, fully registered bond. The Series 2009B Bond is issued on a parity and is equally and ratably secured by the Net Revenues of the System with the Borrower's outstanding Sanitary Sewerage System Revenue Refunding Bonds, Series 2002A (the "Series 2002A Bonds"), its Sanitary Sewerage System Revenue Bond (DNRC Revolving Loan Program), Series 2002B (the "Series 2002B Bond"), and its Sanitary Sewerage System Revenue Bonds, Series 2005 (the "Series 2005 Bonds"). The Borrower is also issuing simultaneously herewith its Subordinate Lien Sanitary Sewerage System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Taxable Series 2009A (the "Series 2009A Bond"). The 2009B First Advance is advanced at Closing and upon delivery hereof. Following the 2009B First Advance, the remaining principal amounts of this Series 2009B Bond are advanced immediately after the full advance of the principal amount of the Series 2009A Bond.

Reference is made to the Resolution for a more complete statement of the terms and conditions upon which the Series 2009B Bond has been issued, the Net Revenues of the System pledged and appropriated for the payment and security thereof, the conditions upon which additional bonds may be issued under the Resolution and made payable from such Net Revenues on a parity with the Series 2002A Bonds, the Series 2002B Bond, the Series 2005 Bonds, and the Series 2009B Bond (collectively, the "Bonds") or otherwise, the conditions upon which the Resolution may be amended, the rights, duties and obligations of the Borrower, and the rights of the owners of the Series 2009B Bond.

The Borrower may prepay the principal of the Series 2009B Bond only if (i) an ARRA Statement has been delivered, (ii) it obtains the prior written consent of the DNRC thereto, and (iii) no Loan Repayment is then delinquent. Any prepayment permitted by the DNRC must be accompanied by payment of accrued interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge, if any, to the date of prepayment on the amount of principal prepaid. If the Series 2009B Bond is prepaid in part, such prepayments shall be applied to principal payments in inverse order of maturity.

The Bonds, including interest and any premium for the redemption thereof, are payable solely from the Net Revenues pledged for the payment thereof and do not constitute a debt of the Borrower within the meaning of any constitutional, statutory or charter limitation or provision.

The Borrower may deem and treat the person in whose name this Series 2009B Bond is registered as the absolute owner hereof, whether this Series 2009B Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and the Borrower shall not be affected by any notice to the contrary. The Series 2009B Bond may be transferred as hereinafter provided.

This Series 2009B Bond has been designated by the Borrower as a “qualified tax-exempt obligation” pursuant to Section 265 of the Internal Revenue Code of 1986, as amended.

The Borrower understands that the principal amounts of the 2009A Loan and the 2009B Loan have been sized based on the understanding and expectation that the 2009 Project costs at least \$750,000 and that the Borrower will request disbursement of the full amount of the 2009A Loan and 2009B Loan. Notwithstanding any provision to the contrary herein, the Borrower acknowledges and agrees that in the event there is any Undisbursed Committed Amount, then the DNRC reserves the right in its sole and complete discretion to reallocate loan amounts as between the 2009A Loan and 2009B Loan on the basis of the amounts of the 2009A Loan and the 2009B Loan that the Borrower would have been entitled to had the 2009 Loans initially equaled the Committed Amount less the Undisbursed Committed Amount. The reallocation between the 2009A Loan and 2009B Loan will reflect the same proportions of the 2009 Loans originally allocated to the 2009A Loan and 2009B Loan. Upon making such reallocation, the DNRC shall deliver to the Borrower a replacement Series 2009A Bond and a replacement Series 2009B Bond reflecting adjusted principal amounts, which bonds shall supersede and render of no effect the original bonds and be payable on the same dates as described in the original bonds, but in an adjusted amount owing on each Payment Date because of the reallocation of principal amounts. The Borrower shall execute and deliver the replacement Series 2009A Bond and the replacement Series 2009B Bond to the DNRC within thirty (30) days after delivery of such bonds to the Borrower by the DNRC. Contemporaneous with the delivery of the replacement Series 2009A Bond and the replacement Series 2009B Bond to the DNRC by the Borrower, the Borrower shall determine whether the Net Revenues of the System total at least 125% of the maximum principal of and interest payable on the Bonds outstanding in any Fiscal Year, and, if they do not, the Borrower shall increase its rates and charges to satisfy the rate covenant set forth in Section 8.09 of the Resolution, as implemented as described in Section 12.3 of the supplemental bond resolution authorizing this Bond, within three (3) months after the date of delivery of the replacement Series 2009A Bond and the replacement Series 2009B Bond to the DNRC by the Borrower.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that the Borrower has duly authorized and will forthwith undertake the improvements to the System hereinabove described, has fixed and established and will collect reasonable rates and charges for the services and facilities afforded by the System, and has created a special Sanitary Sewerage System Fund into which the revenues of the System as defined in the Original Resolution (the “Revenues”), including all additions thereto and replacements and improvements thereof, will be paid, and a separate and special Debt Service Account in that fund, into which will be paid each month, Net Revenues of the System then on hand (the Revenues remaining after the payment of Operating Expenses (as defined in the Original Resolution) of the System), an amount equal to not less than the sum of one-sixth of the interest due within the next six months and one-twelfth of the principal due within the next twelve months with respect to all outstanding Bonds payable from that account, and a Reserve Account in that fund into which shall be paid additional Net Revenues sufficient to establish and maintain a reserve therein equal to, as of the date of calculation, the Reserve Requirement (as defined in the Resolution); that the Debt Service Account and the Reserve Account will be used only to pay the principal of, premium, if any, and interest on the Bonds issued pursuant to the authority herein recited; that the rates and charges

for the System will from time to time be made and kept sufficient to (i) produce Revenues for each Fiscal Year in an amount at least sufficient to pay the principal of and interest on all Bonds payable from the Revenues derived in such Fiscal Year, to establish and maintain the Reserve Requirement, to pay promptly the reasonable and current Operating Expenses, to pay the principal of and interest on any Subordinate Obligations and to provide reserves for the repair and replacement of the System, and (ii) Net Revenues for each Fiscal Year will be equal to at least 125% of the maximum Principal and Interest Requirements for all future Fiscal Years during which any Bonds will be Outstanding; that Additional Bonds and refunding Bonds may be issued and made payable from the Debt Service Account on a parity with the Series 2002A Bonds, the Series 2002B Bond, the Series 2005 Bonds, and the Series 2009B Bond upon certain conditions set forth in the Resolution, but no obligation will be otherwise incurred and made payable from the Net Revenues unless the lien thereof shall be expressly made subordinate to the lien of the Series 2002A Bonds, the Series 2002B Bond, the Series 2005 Bonds, and the Series 2009B Bond, and other parity Bonds on such Net Revenues and such obligations are payable only from Net Revenues available in the Subordinate Obligations Account (as is the case with the Series 2009A Bond); that all provisions for the security of this Series 2009B Bond set forth in the Resolution will be punctually and faithfully performed as therein stipulated; that all acts, conditions and things required by the Constitution and laws of the State of Montana and the ordinances and resolutions of the Borrower to be done, to exist, to happen and to be performed in order to make this Series 2009B Bond a valid and binding special obligation of the Borrower according to its terms have been done, do exist, have happened and have been performed as so required; and that this Series 2009B Bond and the premium, if any, and interest hereon are payable solely from the Net Revenues of the System pledged and appropriated to the Debt Service Account and do not constitute a debt of the Borrower within the meaning of any constitutional, statutory or charter limitation or provision and the issuance of the Series 2009B Bond does not cause either the general or the special indebtedness of the Borrower to exceed any constitutional, statutory or charter limitation.

IN WITNESS WHEREOF, the City of Great Falls, Montana, by its governing body, has caused this Bond to be executed by the signatures of its Mayor, City Manager, City Fiscal Services Director, and City Clerk, and has caused the official seal of the Borrower to be affixed hereto, and has caused this Bond to be dated as of the _____ day of _____, 2009.

(SEAL)

Mayor

City Manager

City Fiscal Services Director

City Clerk

REGISTRATION AND TRANSFER

This Bond shall be fully registered as to both principal and interest. No transfer of this Bond shall be valid unless and until (1) the registered holder of the Bond, or his duly authorized attorney or legal representative, executes the form of assignment appearing on this Bond, and (2) the City Fiscal Services Director as bond registrar (the "Registrar"), has duly noted the transfer on the Bond and recorded the transfer on the Registrar's registration books. The Borrower shall be entitled to deem and treat the person in whose name this Bond is registered as absolute owner thereof for all purposes, notwithstanding any notice to the contrary. Payments on account of the Bond shall be made only to the order of the registered holder thereof, and all such payments shall be valid and effectual to satisfy and discharge the Borrower's liability upon the Bond to the extent of the sum or sums so paid.

<u>Date of Registration</u>	<u>Name and Address of Registered Holder</u>	<u>Signature of City Fiscal Services Director</u>
_____, 2009	<u>Department of Natural Resources and Conservation</u> <u>1625 Eleventh Avenue</u> Helena, MT 59620	_____

THE FOLLOWING ENTRIES ARE TO BE MADE ONLY BY THE BOND
REGISTRAR UPON REGISTRATION OF EACH TRANSFER

The City Fiscal Services Director of the City of Great Falls, Montana, acting as Bond Registrar, has transferred, on the books of the Borrower, on the date last noted below, ownership of the principal amount of and the accrued interest on this Bond to the new registered holder noted next to such date, except for amounts of principal and interest theretofore paid.

<u>Date of Transfer</u>	<u>Name of New Registered Holder</u>	<u>Signature of Bond Registrar</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

FORM OF ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____
_____ the within Bond and does hereby
irrevocably constitute and appoint _____
attorney to transfer the Bond on the books kept for the registration thereof, with full power of
substitution in the premises.

Dated: _____

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatsoever.

SCHEDULE B

<u>Date</u>	<u>Principal</u>	<u>Interest</u>	Total Loan <u>Payment</u>
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APPENDIX C

ADDITIONAL REPRESENTATIONS AND COVENANTS

None

APPENDIX D

\$750,000
Sanitary Sewerage System Revenue Bonds
(DNRC Water Pollution Control State Revolving Loan Program)
Consisting Of
\$390,700 Subordinate Lien Taxable Series 2009A Bond
And
\$359,300 Series 2009B Bond

ARRA CERTIFICATE AND REQUEST

We, _____ and _____, hereby certify that we are on the date hereof the duly qualified and acting Mayor and City Fiscal Services Director, respectively, of the City of Great Falls, Montana (the “Borrower”), and that:

1. Pursuant to Resolution No. 9227, adopted by this Commission on May 7, 2002 (the “Original Resolution”), as amended and supplemented by Resolution Nos. 9228 and 9454, adopted May 7, 2002 and January 18, 2005, respectively, as further amended and supplemented by Resolution No. 9863, adopted September 1, 2009 (the “2009 Supplemental Resolution”), entitled “Resolution Relating to \$750,000 Sanitary Sewerage System Revenue Bonds (DNRC Water Pollution Control State Revolving Loan Program), Consisting of \$390,700 Subordinate Lien Taxable Series 2009A Bond and \$359,300 Series 2009B Bond; Authorizing the Issuance and Fixing the Terms and Conditions Thereof” (as so amended and supplemented, the “Resolution”), the Borrower issued its Subordinate Lien Sanitary Sewerage System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Taxable Series 2009A, dated, as originally issued, as of _____, 2009, in the maximum aggregate principal amount of \$390,700 (the “Series 2009A Bond”) and its Sanitary Sewerage System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2009B, dated, as originally issued, as of _____, 2009, in the maximum aggregate principal amount of \$359,300 (the “Series 2009B Bond”). The Series 2009A Bond and the Series 2009B Bond are referred to herein collectively as the “ARRA Bonds.” The Borrower has reviewed the Resolution, including, without limitation, Articles II and III of the 2009 Supplemental Resolution, and the definitions relating thereto. The Borrower acknowledges and agrees that the ARRA Bonds evidence loans made to the Borrower from the DNRC from funds made available to the DNRC under the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5 (2009) (“ARRA”), and that this Certificate is being relied upon by the DNRC for ensuring compliance with ARRA requirements applicable to the Borrower, the DNRC, and the 2009 Project (as hereinafter defined). Capitalized terms used herein without definition shall have the meanings given them in the Resolution.

2. The ARRA Bonds were issued to finance all or a portion of the costs of construction and installation of various improvements to the System, generally described as the 2009 Project (the “2009 Project”) in the Resolution. Construction of the 2009 Project has complied with all federal and state standards, including, without limitation, EPA regulations and

standards and the requirements of ARRA. The 2009 Project is expected to be completed and placed in service on or about _____, 20__.

3. Costs of the 2009 Project in the amount of \$ _____ have been paid as of the date of delivery of this Certificate. The Borrower hereby waives its right to any remaining 2009A Committed Amount or 2009B Committed Amount not advanced or to be advanced upon delivery hereof, and acknowledges that the DNRC has reserved the right to reallocate amounts of the Series 2009A Bond and Series 2009B Bond and deliver a replacement Series 2009A Bond and Series 2009B Bond, which shall each be a binding obligation of the City, as described more particularly in the Resolution.

4. As of the date hereof, the Borrower has spent the following amounts in connection with the 2009 Project and costs related thereto:

Construction	\$
Loan Reserves	
Bond Counsel	
TOTAL	<hr/> \$

Of such amounts, \$750,000 were paid from advances of proceeds of the ARRA Bonds. In addition, as of the date hereof. The Borrower certifies that proceeds of the ARRA Bonds, once made available to the Borrower, were applied to costs of the 2009 Project before other funds available to the Borrower.

5. The Trustee has delivered to the Borrower a copy of Schedule B to be attached to the Series 2009A Bond and Schedule B to be attached to the Series 2009B Bond, each of which reflects the amortization of all advances made or to be made on the date hereof of proceeds of the Series 2009A Bond and the Series 2009B Bond, respectively (i.e., \$ _____ in respect of the Series 2009A Bond (the sum of the amounts of the Series 2009A Bond applied to pay costs of the 2009 Project or costs of issuance of the Series 2009 Bonds) and \$ _____ in respect of the Series 2009B Bond (the sum of the amounts of the Series 2009B Bond applied to pay costs of the 2009 Project or costs of issuance of the Series 2009 Bonds or deposited in the Reserve Account as described in paragraph 6 hereof)), as required under Section 7.08(a) of the Indenture. The Borrower hereby acknowledges and agrees that each Schedule B has been calculated in accordance with the provisions of the Resolution and the Indenture, and that each of the Series 2009A Bond and the Series 2009B Bond, with said Schedule B attached thereto, has been duly issued pursuant to the Resolution and is a valid and binding obligation of the Borrower in accordance with its terms and the terms of the Resolution; provided, however, if the DNRC delivers an ARRA Forgiveness Statement, the Borrower's obligation to repay the principal of the Series 2009A Bond and interest and surcharges thereon is thereupon forgiven, and if the DNRC delivers an ARRA Noncompliance Certificate, amounts advanced under the 2009B Loan evidenced by the Series 2009B Bond shall bear interest from and after the 2009B First Advanced at the rate of two percent (2.00%) per annum and the Borrower shall pay currently with interest the Administrative Expense Surcharge and the Loan Loss Reserve Surcharge, all as described in Section 5.1.3 of the Resolution.

6. Pursuant to the Resolution, the Borrower has established a Reserve Account in the Fund (the "Reserve Account") to secure its outstanding Sanitary Sewerage System Revenue Refunding Bonds, Series 2002A (the "Series 2002A Bonds"), its Sanitary Sewerage System Revenue Bond (DNRC Revolving Loan Program), Series 2002B (the "Series 2002B Bond"), its Sanitary Sewerage System Revenue Bonds, Series 2005 (the "Series 2005 Bonds"), and its Series 2009B Bond (collectively, the "Bonds"). The amount on deposit therein on the date hereof totals \$_____, of which \$_____, \$_____ and \$_____, secures the Series 2002A Bonds, the Series 2002B Bond, the Series 2005 Bonds, respectively, and \$_____ secures the Series 2009B Bond. The amount in the Reserve Account is equal to the lesser of: (i) 10 percent of the original principal amount of all series of parity Bonds now outstanding (i.e., \$_____), or (ii) the maximum amount of principal and interest payable on the parity Bonds in the current or any future Fiscal Year (i.e. \$_____), based on the amortization of the Series 2009B Bond in accordance with Schedule B thereto.

7. The representations of the Borrower contained in Articles II and III of the Resolution are true and complete as of the date hereof as if made on this date, except to the extent that the Borrower has specifically advised the DEQ and the DNRC otherwise in writing.

8. No default in any covenant or agreement on the part of the Borrower contained in the Resolution has occurred and is continuing.

9. The Borrower is delivering this Certificate to the DNRC, in part, to ensure compliance with ARRA. The Borrower certifies that the iron, steel, and manufactured goods used in the 2009 Project comply with the "buy American" requirements of Section 1605 of ARRA, as those requirements are further interpreted by applicable EPA guidance. The Borrower further certifies that all laborers and mechanics employed by contractors and subcontractors on the 2009 Project have been and will be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the United States Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.

10. The Borrower acknowledges and agrees that this Certificate completed by the Borrower in form satisfactory to the DNRC must be executed and delivered to the DNRC by the date that is 30 days after receipt of the form of this Certificate from the DNRC. By submitting this Certificate, the Borrower requests that the DNRC forgive the obligation of the Borrower to repay the principal of the Series 2009A Bond, together with interest and surcharges thereon. The Borrower acknowledges and agrees that (i) the forgiveness of principal of and interest and surcharges on the Series 2009A Bond by the DNRC is contingent on the timely delivery of this Certificate by the Borrower in satisfactory form as determined in the DNRC's sole and complete discretion, (ii) the DNRC has no obligation to grant such forgiveness; (iii) if the DNRC delivers to the Borrower an ARRA Noncompliance Certificate, (a) the obligation of the Borrower to repay the principal of the Series 2009A Bond plus interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge thereon shall continue in full force and effect until the principal of the Series 2009A Bond advanced and interest, Administrative Expense Surcharge, and Loan Loss Reserve Surcharge thereon are paid in full, as set forth in Schedule B delivered pursuant to paragraph 5 above, and as provided in the Series 2009A Bond and the Resolution, and (b) the Borrower shall thereupon be obligated to repay the principal of the Series 2009B Bond together with interest thereon at two percent (2.00%) per annum and to pay the

Administrative Expense Surcharge and the Loan Loss Reserve Surcharge on all amounts advanced from and after the 2009B First Advance until the principal of the Series 2009B Bond advanced and interest, Administrative Expense Surcharge, and Loan Loss Reserve Surcharge thereon are paid in full, as set forth in Schedule B delivered pursuant to Section 5.1.4 of the 2009 Supplemental Resolution; and (iv) the Borrower shall, as necessary, within the 3-month period specified in the 2009 Supplemental Resolution, adjust its rates and charges to produce Net Revenues required by the rate covenant in the Resolution.

WITNESS our hands on behalf of the Borrower and the seal of the Borrower as of this _____ day of _____, 20__.

CITY OF GREAT FALLS, MONTANA

Mayor

City Fiscal Services Director

Regular City Commission Meeting

Mayor Stebbins presiding

CALL TO ORDER: 7:00 PM

PLEDGE OF ALLEGIANCE

ROLL CALL: City Commissioners present: Dona Stebbins, Bill Bronson, John Rosenbaum, Bill Beecher and Mary Jolley. Also present were the Assistant City Manager, Acting City Attorney, Directors of Community Development, Fiscal Services, Park and Recreation, Planning and Public Works, Interim Library Director, the Fire Chief, Police Captain, and the Acting City Clerk.

PROCLAMATION: Firefighter/MDA Day

NEIGHBORHOOD COUNCILS

NC 2.

1. **Sue Ann Strickland and Dorothy Schmidt**, NC 2, commented that their council has been receiving numerous phone calls expressing concern over the adverse possibilities to landlords regarding the Social Host Ordinance. The council urged the community to understand the plight of the landlord in Great Falls.

PUBLIC HEARINGS

Res. 9858, 9859 and
Ord. 3040.
Tabled.

2A. **RESOLUTIONS 9858 AND 9859, ANNEXED AMENDED PLAT OF BLOCK 21 & LOTS 1-10, BLOCK 22, HIGHLAND PARK ADDITION AND VACATED RIGHTS-OF-WAY.**

2B. **ORDINANCE 3040, ASSIGNS CITY ZONING CLASSIFICATION OF M-1 MIXED USE DISTRICT AND GRANTS CONDITIONAL USE PERMIT TO ALLOW A CONTRACTOR YARD, TYPE II.**

Interim Planning Director Bill Walters reported that Williamson Fencing and Sprinklers has prepared plans to move their business to a site along 8th Street South immediately west of the City's Fire Training Center. Applications associated with development of the site include vacation of segments of 19th and 20th Avenues South, and 20th and 21st Alleys South covered by Resolution 9859. The application also included annexation to the City and replatting the involved property into a single 2.8 acre lot. Ordinance 3040 assigns a City zoning classification of M-1 Mixed use district to the property requested to be annexed and grants a conditional use permit for a contractor yard, type II. The Planning Board and Zoning Commission, during a combined public hearing held June 9, 2009, passed motions recommending the City Commission approve: 1) the vacation of the involved right-of-way; 2) the involved amended plat and accompanying Findings of Fact; 3) the annexation documents associated with subject

property; and, 4) assignment of a City zoning classification of M-1 Mixed-use district to the property, together with a conditional use permit for a contractor yard, type II.

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

Roy Volk, 301 Big Bend Lane, owner of 50 acres adjacent to the property Williamson Fencing purchased, spoke in opposition to Resolutions 9858 and 9859 and Ordinance 3040. Mr. Volk expressed concerns about storm drainage plans that will affect his property. He explained that he did not receive the letter that was sent in May or he would have contacted the City and Williamson Fencing earlier to resolve this issue. He expressed concern about some of the chemicals and fire retardants involved in the Fire Training Center that could enter the drainage systems, and suggested a hold harmless agreement with the City. Mr. Volk also addressed the access and water and sewer issues affecting his property. He asked that his concerns be addressed prior to Commission approval of this project.

Spencer Woith, Woith Engineering, Inc., spoke in favor of Resolutions 9858 and 9859 and Ordinance 3040. Mr. Woith reported that the storm drain will be installed on a 30-foot strip of land that was deeded to the City in 1975. The storm drain plans include retaining more water and releasing it at a slower rate than the City requires. Mr. Woith explained that the three Master Plans that Mr. Volk referred to were reviewed and none of them used 20th Avenue South. In addition, he said they considered that there were multiple accesses to the 50 acres owned by Mr. Volk. He said Williamson Fencing purchased the south parcel adjacent to 21st Ave. from the City at an auction. Since the parcel was larger than was needed, the south half was not used because it was steeper and not adjacent to a paved road.

Mayor Stebbins closed the public hearing.

Commissioner Rosenbaum asked Mr. Walters for further input. Mr. Walters responded that he just became aware of Mr. Volk's concerns this date, but met with him early in the day and with Public Works in the afternoon.

Public Works Director, Jim Rearden, reported that there will not be additional flow rate with this development. He looked at extending 21st Ave. South into Mr. Volk's 50-acre property today and believes it would fit well as an access point.

Mr. Walters explained that Staff met with Williamson Fencing in March and April. Staff supported vacating 20th Ave. South, rather than 21st Ave. South, because of the earlier plans using 21st Ave. South, and because 20th Ave. South is a dead end at 8th Street.

Mr. Walters also explained that requiring Williamson Fencing to participate

in the improvement of 21st Ave. South at this point would be an off-site improvement obligation since annexation is not currently being considered. Commissioner Jolley asked for comment since Mr. Volk said he had not received a mailing, and a letter is included to the Commissioners that states they were not notified.

Mr. Walters explained that party lives out of state and received their notice late. As of yesterday, that was the only concern expressed regarding this project, and their questions have been addressed.

Mr. Walters noted that a copy of the original notice that was sent the end of May was provided to Mr. Volk. Mr. Volk's name is included on an affidavit listing all property owners who were sent a copy of that notice.

Commissioner Beecher asked if this project assures access for Mr. Volk to his property, and if there is any additional flow from this project. Mr. Walters answered that there were several access points on the east boundary. Mr. Rearden explained that there would not be an additional flow rate.

Commissioner Bronson asked Mr. Volk if his concerns can be resolved regardless of what action the Commission takes at this meeting. Mr. Volk responded that he has drainage and access questions and asked the Commission to table this project for a couple weeks. He reported that his property only has a legal description and a notice in the newspaper isn't easy to recognize.

Commissioner Rosenbaum, Mayor Stebbins and Commissioner Bronson expressed concerns that the project is not ready for a vote by the Commission. The property owners and City Staff need time to iron out differences so City Staff can make a solid recommendation to the City Commission.

Commissioner Bronson asked Mr. Woith the impact of delaying a decision for two weeks. Mr. Woith responded that it would be a major inconvenience. However, he added that if 20th Ave. South is not vacated, the project is pretty much dead. Additionally, he reported that he made several attempts to contact Mr. Volk to let him know they were starting the project in June, and he never received a return phone call. He believes the storm drainage issue can be resolved.

Commissioner Jolley commented that she is prepared to vote to approve this project.

Commissioner Bronson consulted with Mr. Walters

Commissioner Bronson moved, seconded by Commissioner Beecher, that the City Commission table action on Resolutions 9858, 9859 and

Ordinance 3040 until the next meeting.

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

Commissioner Jolley asked if Commissioner Bronson would tell what he asked and was responded to by Planning. Commissioner Bronson responded that he asked Mr. Walters if, consistent with what was done in the past, the usual approach is just simply table action on it until a subsequent meeting.

Motion carried 4-1 (Commissioner Jolley dissenting).

**Ord. 3044.
Tabled.**

3. ORDINANCE 3044, SOCIAL HOST ORDINANCE.

Acting City Attorney Chad Parker reported that the primary source of increasing violations of the law aimed at preventing consumption of alcohol by minors are house parties and their hosts. The City's efforts to curtail the rising numbers of MIPs and the ever increasing severity of other crimes associated with house parties have been frustrated by current State laws and the failure to attach liability to those who knowingly create this problem. The Social Host Ordinance is not focused on landlords, but rather the tenant, the parent who hosts youth drinking parties, or the young adult who controls the premise and who knowingly provides alcohol or the location where alcohol is to be consumed by minors. To correct this injustice and to protect the youth of our city, Staff recommends the Great Falls City Commission pass, approve and adopt Ordinance 3044, otherwise known as the Social Host Ordinance, on second reading.

Mayor Stebbins declared the public hearing open.

Speaking in opposition to Ordinance 3044 were:

Chris Christiaens, Great Falls Landlords Association, provided a written summary of his comments.

Cody Tyler, 3701 1st Avenue South, added that he believes if parents aren't allowed to host house parties, kids will be driving drunk on the streets.

Scott Radford, associate member of the IPM and the Montana Landlords Association, residing at 4801 Diana Drive, stated he believes this ordinance is a duplication of Montana Code Annotated 45-5-622 and 45-5-623.

Robert Shanks, representing IPMs (Income Property Owners and Managers Association), 3621 8th Avenue South, provided a written summary of his comments.

Art Dickhoff, 3027 3rd Avenue North, added that a landlord does not own a

property during the time of a lease.

Robert Mehlhoff, NC2, 407 9th Street N.W., believes this ordinance holds landlords responsible for the actions of others and hopes a way can be found to increase the number of policemen and firemen to handle these kinds of problems.

Gary Sorum, President, IPM, supported the previous comments and requested Ordinance 3044 be delayed, rewritten or cancelled.

Rick Linafelter, 401 17th Street, Black Eagle, asked Mayor Stebbins to call for a show of hands in opposition to Ordinance 3044. Mayor Stebbins responded that they would wait until after the public hearing for a show of hands.

Richard Wallace, 1636 26th Avenue S.W., supported the previous comments and expressed concern about increasing incarcerations.

Speaking in support of Ordinance 3044 were:

Al Recke, Coordinator Cascade County DUI Task Force, 609 33rd Avenue N.E., commented that there has to be a direct correlation between the action and the person; unless that is provided, a parent or a landlord will not be prosecuted. Mr. Recke reported that he sees hundreds of kids each year who have received MIPs, and their parents are angry because they were served alcohol at a house party. He said this ordinance is needed to send a message to the adults in the City of Great Falls.

Brian Lockerby, Lieutenant with the Great Falls Police Department and member of the Great Falls Police Protective Association, 112 1st Street South, supported Mr. Recke's comments. He reported that the Police Department cited 498 MIPs, first offense, from January to August, 2009. The average was about 41 MIPs per month. From January to August, he noted the Police Department did 1700 bar 'walk-throughs' (plain-clothes officers) checking for people under age. They cited 5 MIPs. The remaining 493 MIPs are getting their alcohol elsewhere.

Sue Dickenson, parent/citizen, member of the DUI Task Force and legislator, residing at 620 Riverview Drive East, noted that this ordinance would offer parents incentive to quit providing alcohol or looking the other way when they know their kids are using alcohol or having parties in their home.

Art Dolman, 3016 Central Avenue, commented that the community and the citizens also have rights.

Barbara Bessette, Prevention Coordinator for Gateway Community Services, 917 2nd Avenue North, Apt. #2, reported on results for 2008

Cascade County Montana Prevention Needs Assessment done in 8th, 10th and 12th grades that asked where they got their alcohol in the past year, if they had used alcohol. The results showed that 48% of sophomores and 66% of seniors got their alcohol from “someone over the age of 21.”

Jim Whitaker, 4020 5th Avenue South, commented that as a former landlord, this ordinance is not about landlords; this ordinance is needed to give the police these tools.

Mayor Stebbins closed the public hearing.

Commissioner Bronson asked Mr. Christiaens what amendments he is proposing to Ordinance 3044.

Mr. Christiaens responded that he believes the language can be clarified and will meet with Mr. Parker next week. He agrees that underage drinking is a problem. The Landlord Association is not opposed to an ordinance, but needs to be assured that when they own property and they lease it to an individual, they do not have to defend themselves against a violation of underage drinking. He added that there should be exemptions to those individuals who are giving alcohol for medicinal purposes. He urged the Commission to defer the ordinance for at least two weeks to make the necessary changes.

Commissioner Beecher moved, seconded by Commissioner Rosenbaum, that the City Commission table Ordinance 3044 for two weeks.

Commissioner Beecher explained that he believes Ordinance 3044 will be passed; he will vote for it. However, he is concerned about the jail term for first offense, and believes the suggested language from other ordinances should be considered. He noted that the term ‘Social Host’, as defined, is clarified in this ordinance.

Commissioner Bronson agreed with Commissioner Beecher’s comments and is also willing to extend the final decision for another two weeks to honor Mr. Christiaens’ request. Commissioner Beecher commented that he believes we have a problem in this community and thinks this ordinance is one of the vehicles that can help resolve this problem.

Commissioner Jolley commented that she may support an ordinance if it looked more like the one Billings has in place because Ordinance 3044 is a criminal misdemeanor. She also noted the Montana Code 7-32-4302 language, ‘in pertinent part’, referred to in the ordinance and asked Mr. Parker if he took the criminal offense out of the Billings ordinance.

Mr. Parker responded that he drafted the basic language of the ordinance and sent it to State representatives and law enforcement officials. It was then taken, with his knowledge, and turned into an ordinance in Billings

with almost the entire language complete. However, their penalty section is different. He said he understands it is a criminal ordinance in Billings. However, in Helena it is an administrative or civil penalty and they are attempting to change it to a criminal penalty.

Commissioner Jolley requested Mr. Parker check the number of the limitation in the law he cited, 53-24-106, in the next couple weeks.

Commissioner Rosenbaum added that the community must pursue opportunities for entertainment for its young people. However, he also supports holding people responsible for their activities.

Mayor Stebbins commented that she will wholeheartedly support this ordinance if some of the concerns that have been expressed are addressed.

Motion carried 4-1 (Commissioner Jolley dissenting).

A petition against the adoption of Ordinance 3044, signed by 41 people, was also provided to the Acting City Clerk after the meeting.

Before proceeding to the Agenda Item #4, Mayor Stebbins called a brief recess.

**Business Improvement
District 2009/2010
Budget and Work Plan.
Approved.**

**4. BUSINESS IMPROVEMENT DISTRICT (B.I.D.) 2009/2010
BUDGET AND WORK PLAN.**

Alison Fried, Chair of the Business Improvement District, reported that the Budget and Work Plan for 2009/2010 is presented yearly, and this is the first year of a 10-year renewal. She noted that the seven member board plans to be more active and involved and have divided up responsibilities. The B.I.D plans to concentrate on four to five main areas in 2009/2010 and for the next three to five years.

Mayor Stebbins declared the public hearing open.

No one spoke in support of or opposition to the Business Improvement District 2009/2010 budget and work plan.

Mayor Stebbins closed the public hearing.

Commissioner Bronson moved, seconded by Commissioner Beecher, that the City Commission approve the 2009/2010 Business Improvement District Budget and Work Plan.

Mayor Stebbins asked if there was any discussion amongst the Commissioners. No one responded.

Motion carried 5-0.

OLD BUSINESS

**Department of
Homeland Security
Grant – SAFER.
Declined.**

5. DEPARTMENT OF HOMELAND SECURITY GRANT – SAFER.

Fire Chief Randy McCamley reported that, at a Special Meeting held January 28, 2009, the Great Falls City Commission voted unanimously to authorize the City Manager to proceed with the hiring of 16 additional frontline firefighters, using a \$1.7 million dollar Staffing for Adequate Fire and Emergency Rescue grant provided by the Department of Homeland Security.

The Commission determined that, in order to pay for the match portion of the grant, a voter approved public safety levy would need to be passed. On August 4, 2009, the Great Falls Fire Department safety levy was defeated by a large margin. Since the City is not going to utilize the SAFER grant, the Department of Homeland Security has requested that the City formally decline the grant to allow it to reallocate the money to another community.

Commissioner Jolley moved, seconded by Commissioner Beecher, that the City Commission authorize the City Manager to direct the Fire Chief to decline the SAFER grant.

Mayor Stebbins asked if there was any discussion amongst the Commissioners or inquiries from the public.

David Van Son, 2404 1st Ave. North, President of the Great Falls Fire Fighters International Association, Local No. 8, emphasized the importance of providing essential City services to the citizens of Great Falls. He commented that, for the past 14 years that he has been with the Great Falls Fire Department, requests for additional staffing have been declined. He expressed concern that the May 5th resolution to proceed with the mill levy request only allowed the Fire Department three months to educate voters. He was only able to speak to three neighborhood councils because the others were on break. Mr. Van Son also noted that to accept the SAFER grant for the first year, the City must fund \$412,736. The second year the City's match is \$457,606. He questioned if the ten programs that are being subsidized by the General Fund for \$2,463,842 provide essential City services. He requested the Commission consider other options prior to declining the \$1.73 million grant of federal monies to put 16 additional firefighters on the street: such as recognizing the General Fund subsidizes for the next several years; the possibility of asking the voters again in two years, if needed; and, allowing the Fire Department to educate all 23,000 voters in the City.

Commissioner Bronson commented that Mr. Van Son is correct that when Commissioner Bronson made the motion earlier in the year to accept the grant, he did not make it with any particular stipulation that a mill levy be

passed. He noted that is still his position today, and though it may pose difficulties, he is still in favor of accepting that grant.
 Motion carried 3-2 (Mayor Stebbins and Commissioner Bronson dissenting).

NEW BUSINESS

**Central Place
 Revitalization Urban
 Renewal Tax Increment
 District. Prioritized list
 of projects.
 Action delayed.**

6. CENTRAL PLACE REVITALIZATION URBAN RENEWAL TAX INCREMENT DISTRICT.

Fiscal Services Director Coleen Balzarini reported that the Downtown Urban Renewal Tax Increment District will sunset this month upon final payment of bond debt service payments. As a residual of that, cash is available that has been held in reserve for guaranteeing the ability to make those debt service payments, as well as delinquent property taxes that are designated for the Tax Increment District. She noted that this provides an opportunity to make an investment in the Downtown Urban Renewal Tax Increment District using tax increment proceeds. Staff received recommendations from the Park and Recreation Department, the Business Improvement District and the Great Falls Development Authority. Staff provided a prioritized list of recommendations for seven projects.

1. **\$300,000** to the Great Falls Development Authority to create a revolving loan fund. At one point, the City of Great Falls had over \$3,000,000 in loans to various properties in the District. With the exception of two of those loans, all had been repaid and the money re-loaned or spent on capital improvements within the District. Staff recommends that \$300,000 be transferred to the Great Falls Development Authority to re-establish a Downtown Revolving Loan Fund.
2. **\$50,000** to the Business Improvement District to undertake a downtown street tree trimming, and removal/replacement effort.
3. **\$52,000** for the Broadway Bay landscaping project. Originally there was \$100,000 in the Broadwater Business Park area that was pledged towards landscaping, and \$52,000 remains.
4. **\$120,000** for a multi-year contract for tree trimming in the TIF district, those areas that are not in the B.I.D., nor in the boulevard district.
5. **\$38,500** to remove and repair "bad spots" in the Gibson Park Walking Path. Staff also recommends applying for CTEP funding to do additional repairs in that area.
6. **\$50,000** to finance a new Downtown Master Plan.
7. **\$167,000** for FY 2011 Water Attraction Debt Service payment. As has been done in the past, Tax Increment dollars relieve the General Fund directly or the need to take a higher rate increase in the swim pool fund.

Commissioner Beecher moved, seconded by Commissioner Bronson, that the City Commission delay action on authorizing this prioritized list of projects.

Commissioner Beecher explained that he needed additional time to consider the list of projects and ask questions.

Commissioner Jolley asked Ms. Balzarini if it was possible to separate the actions of returning the \$300,000 to the Economic Revolving Loan Fund, and then transferring those funds out. Ms. Balzarini answered that could be done.

Commissioner Jolley commented that she really likes the idea of the downtown park and may be in favor of substituting that project for the Water Attraction Debt Service payment.

Motion carried 5-0.

ORDINANCES/RESOLUTIONS

**Consent Agenda.
Approved.**

CONSENT AGENDA

7. Minutes, August 4, 2009, Commission meeting. (Mayor Stebbins noted a typographical correction on page 158).
8. Total expenditures of \$3,389,297 for the period of July 24 - August 12, 2009, to include claims over \$5,000, in the amount of \$3,072.090.
9. Contracts list.
10. Set public hearing for September 15, 2009, on Resolution 9849 to levy special assessments on properties within Special Improvement Lighting District – City-Owned Residential Lighting No. 1303.
11. Set public hearing for September 15, 2009, on Resolution 9850 to levy special assessments on properties within Special Improvement Lighting District – City-Owned Residential Lighting No. 1305.
12. Set public hearing for September 15, 2009, on Resolution 9851 to levy and assess properties within Special Improvement Lighting Districts.
13. Set public hearing for September 1, 2009, on Resolution 9860 to levy and assess properties for unpaid utility services.
14. Approve Gibson Park Concessions Agreement with Tropicool Isle's Concessions.
15. Approve final payment in the amount of \$7,221.50 to Membrane Concepts, LLC and the State Miscellaneous Tax Division for the Mitchell, Jaycee and Water Tower Pools rehabilitation. **OF 1501**
16. Award contract for the Civic Center partial re-roof in the amount of \$91,758.00 to Statewide Contracting, d/b/a ABC Roofing. **OF 1525.1**
17. Award construction contract in the amount of \$178,180 to United Materials of Great Falls, Inc. for the 5th Avenue South and 13th Avenue South street reconstructions. **OF 1573.1**

18. Award construction contract in the amount of \$87,000 to Great Falls Sand and Gravel, Inc. for the 2009 CDBG Sidewalk Replacement. **OF 1565.2**
19. Award construction contract in the amount of \$116,520 to Kuglin Construction for the 2009 CDBG Handicap Ramps. **OF 1565.1**
20. Approve Change Order No. 1 and final payment in the amount of \$12,005.92 to Dick Olson Construction, Inc. and \$121.28 to the State Miscellaneous Tax Division for the Library Landscaping. **OF 1508.1**

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

Mayor Stebbins asked if there was any discussion amongst the Commissioners. No one responded.

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

Motion carried 5-0.

BOARDS & COMMISSIONS

21. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

CITY MANAGER

22. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

Assistant City Manager, Cheryl Patton, responded to comments Mr. Gessaman made regarding the 2010 proposed budget at the August 4th City Commission meeting by advising on considerations given by Staff to recommending use of reserves in various funds.

PETITIONS AND COMMUNICATIONS

23. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

Mayor Stebbins opened the meeting to Petitions and Communications.

Humane Society.

23A. Donna Zook, 2718 Carmel Drive, asked why the City dismissed the proposal by the Humane Society of Cascade County. She also noted that she came across information that the City was cashing checks made out to the Humane Society.

Fiscal Services Director Coleen Balzarini responded that when that information became known, a full investigation with the bank was done. She said the amount was minimal (probably under \$100). She said people automatically made checks out to the Humane Society. The funds were

rebated back to the Humane Society. She also noted that less than six months ago the Humane Society cashed a City check and they had to rebate it back.

Mayor Stebbins explained that the City Commission did not have a Request for Proposals when the Humane Society submitted a proposal.

Ms. Zook noted that the City of Great Falls received two proposals and asked why it was rejected. She also requested an itemized statement of how many checks came to the City that were made out to the Humane Society, and asked how the City and the bank determined which checks were okay to cash.

Ms. Balzarini responded that she would obtain Ms. Zook's phone number and provide a copy of the report that was provided to the Commission.

ECP.

23B. Larry Rezendes, 2208 1st Avenue North, commented on remarks made by Commissioner Beecher at the August 4th City Commission meeting regarding how ECP is reporting its activities. He stated that Commissioner Beecher challenged those individuals to discuss those points with the City's auditors at the JCCS firm, and that he also commented that in the initial audit meeting the previous week, ECP was again designated for special emphasis and review by the auditors. Mr. Rezendes quoted from the auditor's report that they did not conduct an audit or review, or provide an opinion on the electric utility fund. Mr. Rezendes offered to discuss the financial results of Electric City Power.

Humane Society, Written Response to Accusations that Commissioner Beecher commented on at the last meeting.

23C. Art Dolman, 3016 Central Avenue, commented on the checks to the Humane Society that were mistakenly cashed by the City. He also provided a copy of a letter he received from the City Clerk at the last meeting. He remarked that the letter was not signed, nor was it written on letterhead. He provided a copy of the letter to the Acting City Clerk.

Budget, Written Response to Accusations that Commissioner Beecher commented on at the last meeting.

23D. Ron Gessaman, 1006 36th Avenue N.E., commented on the response given by the Assistant City Manager, Cheryl Patton to his remarks on the 2010 proposed budget at the August 4th City Commission meeting. He noted that the budget reserves are being spent down, though not each year. He expressed concern that the City expenses have been larger than income for the last five consecutive years. Mr. Gessaman also disputed the letter that was provided from the City Clerk at the last meeting.

Written Response to Accusations that Commissioner Beecher commented on at the last meeting, Alive @ Five, Social Host Ordinance.

23E. Mike Witsoe, 2612 1st Avenue South, refuted a comment by Commissioner Beecher at the previous meeting that two people had made incorrect statements. He said he will report further on these issues at the next meeting. Mr. Witsoe noted that he was very well entertained by Mr. Stebbins and his group at Alive @ Five. Mr. Witsoe also expressed support for the Social Host Ordinance, with some modifications.

CITY COMMISSION

24. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

In response to a comment by Mike Witsoe, Mayor Stebbins made note that her husband did not play at Alive @ Five this year.

Mayor Stebbins thanked Commissioner Bronson for presiding at the previous meeting. She also expressed appreciation to Commissioner Bronson for establishing a precedent for taking a break during long meetings.

ADJOURNMENT

Adjourn.

There being no further business to come before the Commission, **Commissioner Bronson moved, seconded by Commissioner Beecher, that the regular meeting of August 18, 2009, be adjourned at 9:55 p.m.**

Motion carried 5-0.

Mayor Stebbins

Acting City Clerk

Minutes Approved: September 1, 2009



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

PRESENTED BY: Fiscal Services Director

ACTION REQUESTED: Approval with Consent Agenda

ITEMIZED LISTING OF ALL TRANSACTIONS GREATER THAN \$5000:

MASTER ACCOUNT CHECK RUN FOR AUGUST 13 TO AUGUST 19, 2009	528,054.42
MASTER ACCOUNT CHECK RUN FOR AUGUST 20 TO AUGUST 26, 2009	550,251.92
MUNICIPAL COURT ACCOUNT CHECK RUN FOR AUGUST 1 TO AUGUST 17, 2009	52,167.48
WIRE TRANSFERS FROM AUGUST 13 TO AUGUST 19, 2009	376,826.70
WIRE TRANSFERS FROM AUGUST 20 TO AUGUST 26, 2009	20,674.23
TOTAL: \$	<u><u>1,527,974.75</u></u>

SPECIAL REVENUE FUND

PLANNING

GREAT FALLS TRANSIT DISTRICT	2ND QTR REIMBURSEMENT	20,777.79
GREAT FALLS TRANSIT DISTRICT	3RD QTR REIMBURSEMENT	26,052.11

CTEP PROJECT

DICK OLSON CONSTRUCTION INC	FINAL PAY CONSTRUCTION OF LIBRARY LANDSCAPE	12,005.92
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STREET DISTRICT

GREAT FALLS REDI-MIX INC	ASPHALT	10,209.68
CONCRETE DOCTOR	FINAL PMT MISC CONCRETE MAINTENANCE	16,978.75

LIBRARY

OCLC INC	CATALOGING & METADATA SERVICE CONTRACT	11,232.00
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FEDERAL BLOCK GRANTS

JOE PILECKI	MATERIAL REIMBURSEMENT 206/210 9TH ST NORTH	9,653.04
GREAT FALLS BASEBALL FOUNDATION	REIMBURSE FOR ES125 SAVARIA HANDICAP LIFT AT CENTENE STADIUM	13,450.00
BOYS AND GIRLS CLUB	SCHOLARSHIPS FOR SUMMER PROGRAM	20,700.00
BR CONSTRUCTION	NEW ENTRY DOOR 316 CENTRAL AVE	6,039.16

HOME GRANTS

NEIGHBORWORKS	DRAWDOWN #9 NHS PROJECT FILE 770701	7,605.42
NEIGHBORWORKS	DRAWDOWN #1 NHS PROJECT FILE 770902	25,000.00

CAPITAL PROJECTS

MEMBRANE CONCEPTS	FINAL PAY JAYCEE & WATER TOWER POOL LINERS & INSTALLATION	7,149.28
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ENTERPRISE FUNDS

WATER

DICK ANDERSON CONSTRUCTION	PMT #7 WTP HEADHOUSE FLOOR REPLACEMENT	47,143.60
PHILLIPS CONSTRUCTION	PMT #1 WATER MAIN REPLACEMENT 3RD, 4TH, & 5TH AVE N OF1571	137,889.53
THOMAS DEAN & HOSKINS	PMT #5 PROFESSIONAL SERVICES 10TH AVE SOUTH WATER MAIN REPLACEMENT	9,359.80
JAMES TALCOTT CONSTRUCTION	PMT #3 WTP BACK WASH CLARIFIER & SCREENING SYSTEM MODIFICATIONS	15,928.77
DORSEY & WHITNEY LLP	LEGAL FEES FOR WATER SYSTEM REVENUE BONDS SERIES 2009 A AND B	10,000.00

SEWER

VEOLIA WATER NORTH AMERICA	MONTHLY WWTP OPERATION CONTRACT	230,312.08
VEOLIA WATER NORTH AMERICA	MONTHLY CONTRACTED CAPITAL IMPROVEMENTS	12,500.00

ELECTRIC

SOUTHERN	PMT OF ENERGY SUPPLY EXPENSE JUL 09 CASH ON DEPOSIT JUL 09	134,077.23 45,793.52
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PARKING

APCOA/STANDARD PARKING	SEPTEMBER 2009 COMPENSATION	23,152.17
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INTERNAL SERVICES FUND

HEALTH & BENEFITS

BLUE CROSS/BLUE SHIELD	HEALTH INS CLAIMS AUGUST 11-17, 2009	194,819.90
BLUE CROSS/BLUE SHIELD	HEALTH INS CLAIMS AUGUST 18-24, 2009	20,674.23

INFORMATION TECHNOLOGY

HEWLETT PACKARD	PROCURVE SWITCH FOR NETWORK UPGRADES	8,957.00
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CENTRAL GARAGE

MOUNTAIN VIEW CO-OP	FUEL	21,301.42
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ENGINEERING

CTA ARCHITECTS ENGINEERS	PMT #5 ENGINEERING/OPERATIONS OFFICE MODIFICATION	23,104.09
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TRUST AND AGENCY

COURT TRUST MUNICIPAL COURT

CITY OF GREAT FALLS	FINES & FORFEITURES COLLECTIONS	45,655.48
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UTILITY BILLS

MONTANA WASTE SYSTEMS	JULY 2009 CHARGES	92,282.04
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CLAIMS OVER \$5000 TOTAL: \$ 1,259,804.01

COMMUNICATION TO THE CITY COMMISSION

DATE: September 1, 2009

ITEM: CONTRACT 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	Great Falls Police Department	Great Falls School District Number I and A	08/26/2009 – 06/04/2010		The District shall pay the City quarterly installments in the amount of \$55,839.75, for a total amount of \$223,359	Attendance/School Resource Officer Agreement
B	Community Development	A.T. Klemens	09/2009	671-7161-575-9399 Project 140901	\$4,910	Interior duct work for better air return

C	Public Works/ Engineering	Montana Refining Company	09/2009	N/A	N/A	Release sanitary sewer easement that is no longer needed and has not been used for several years. This will allow the Refinery to expand their operations (T20N, R3E, S1, in COS 1552). OF 1348.1
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**CITY OF GREAT FALLS, MONTANA
COMMUNICATION TO THE CITY COMMISSION**

**AGENDA: 19
DATE: September 1, 2009**

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

PRESENTED BY: Lisa Kunz, City Clerk

ACTION REQUESTED: Ratification of Grants through the Consent Agenda

MAYOR'S SIGNATURE: _____

GRANTS

	DEPARTMENT	OTHER PARTY (PERSON OR ENTITY)	PERIOD	GRANT AMOUNT REQUESTED	CITY MATCH (INCLUDE FUND MATCH TO BE PAID OUT OF)	PURPOSE
A	Great Falls Police Department	Montana Department of Transportation State Highway Traffic Safety Bureau P.O. Box 201001 Helena, MT 59620- 1001	2009	\$18,000	N/A	Standard Agreement State Highway Traffic Safety Bureau – Great Falls LE Equipment 2009-08-08-26, grant award for purchase of 10 radar guns.

B	Great Falls Police Department	U.S. Department of Justice, Office of Community Oriented Policing Services, 1100 Vermont Ave., NW Washington, D.C. 20530	2009	\$282,000	N/A	2009 Targeted Technology grant program – grant award for Shooting Range for purchase of equipment, access road, shooting range surfacing, fencing and lighting improvements, and consultant fees for range design.
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Item: Resolution 9865, Cost Recovery for Hazardous Sidewalk, North ½ of Lot 7, Block 150 Great Falls 4th Addition (2226 7th Avenue North)

From: Engineering Division

Initiated By: Public Works Department

Presented By: Jim Rearden, Public Works Director

Action Requested: Set Public Hearing for assessing the costs incurred for the repair of dangerous sidewalk against property owner (Lavonna Ehnes / Antone Ehnes)

Suggested Motion:

1. Commissioner moves:

“I move the City Commission set the public hearing for September 15, 2009, on Resolution 9865, to assess the total charges of \$3,475.28 against the property with interest and penalties on the unpaid balance.

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

Staff Recommendation: Set the public hearing for September 15, 2009.

Background:

Significant Impacts

The City Engineering Office condemned 525 square feet of sidewalk at 2226 7th Avenue North after receiving a complaint about a tripping hazard on June 11, 2008. Great Falls Municipal Code 12.28.120 and Montana Code Annotated, sections 7-14-4109, 7-14-4110, 7-12-4169, and 7-12-4181, authorize the City to condemn sidewalks that become dangerous to public safety. These codes allow for the repair and collection of repair costs from property owners.

Citizen Participation

A letter was sent June 12, 2008 to the property owner condemning the sidewalk. A certified letter was sent on April 21, 2009. That letter came back unclaimed.

Workload Impacts

City engineering staff inspected the sidewalk, issued letters to property owner, contacted three contractors for bids to repair the sidewalk, and inspected the work done by the

contractor.

Purpose

The sidewalk was condemned due to severely heaved, cracked, and broken sidewalk that posed a danger to pedestrian traffic.

Project Work Scope

A total of 475 square feet of 4 inch and 50 square feet of 6 inch reinforced sidewalk was removed and replaced.

Evaluation and Selection Process

Three quotes were received to remove and replace the hazardous sidewalk. David Kuglin Construction, M & F Finishing and Lonestar Construction all submitted quotes with Lonestar Construction submitting the low quote of \$2,787.00.

Conclusion

City staff recommends setting the Public Hearing for assessing the costs incurred for repair of dangerous sidewalk at 2226 7th Avenue North.

Concurrences:

Not Applicable.

Fiscal Impact

The attached is a list of events and actions staff took to eliminate the hazard, and the costs incurred in making the repairs.

Alternatives:

The City Commission could vote to deny setting the Public Hearing.

Attachments/Exhibits:

1. Events and actions by staff and list of costs incurred.

RESOLUTION NO. 9865

A RESOLUTION ASSESSING THE COSTS INCURRED FOR THE REPAIR OF DANGEROUS SIDEWALK AGAINST SAID PROPERTY LOCATED AT GREAT FALLS 4th ADDITION, NORTH ½ of LOT 7, BLOCK 150, ADDRESSED AS 2226 7th AVENUE NORTH, GREAT FALLS, CASCADE COUNTY, MONTANA.

WHEREAS, the owners of the said property located at Great Falls 4th Addition, North ½ of Lot 7, Block 150, addressed as 2226 7th Avenue North, Great Falls, Montana, were issued a notice to repair hazardous sidewalk;

WHEREAS, after due notice the property owner did not repair the sidewalk;

WHEREAS, City staff hired a contractor to repair the sidewalk;

WHEREAS, contractor completed removal and replacement of dangerous sidewalk; and

WHEREAS, the City Commission set September 15, 2009 for this hearing, to show cause why the property owner should not be held liable for the costs incurred in repairing of said property in keeping with MCA 7-12-4177 and MCA 7-12-4178.

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

The amount of \$3,475.28 for costs incurred in the repair of dangerous sidewalk at Great Falls 4th Addition, North ½ of Lot 7, Block 150, also described as 2226 7th Avenue North, Great Falls, Cascade County, Montana, be assessed against the property itself, with interest and penalties on the unpaid balance. MCA 7-14-4109; 7-14-4110; 7-12-4169 and 7-12-4181; Chapter 12.28.120 of the Great Falls Municipal Code.

PASSED by the Commission of the City of Great Falls, Montana, on the 15th day of September, 2009.

Dona R. Stebbins, Mayor

ATTEST:

Lisa Kunz, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT

Chad G. Parker, Acting City Attorney

The following is a list of events and actions Staff took to eliminate the hazard:

<u>Action</u>	<u>Date</u>
• Initial complaint received by staff	June 11, 2008
• Initial inspection of property	June 11, 2008
• Photographs taken	June 12, 2008
• Initial 30-day repair notice mailed	June 12, 2008
• Talked to Tony Ehnes, who stated that repairs would be made by August 1.	July 21, 2008
• Second notice (certified) sent	April 21, 2009
• Letter came back unclaimed	May 27, 2009
• Placed a call to Tony Ehnes, left message. No return call.	May 27, 2009
• Request for bids	May 27, 2009
• Award bid to lowest bidder	June 1, 2009
• Contractor started repairs	June 3, 2009
• Concrete was vandalized, had to be removed	June 4, 2009
• Final inspection for completion of work	June 11, 2009

The following is a list of costs incurred in making the repairs:

• Removal and Replacement of 475 square feet of 4” Sidewalk and 50 square feet of 6” reinforced Sidewalk	\$ 2,787.00
• Inspector, 6 hours at \$ 45.00 per hour	\$ 270.00
• City Engineer, 2 hours at \$ 90.00 per hour	\$ 180.00
• Administrative, 3 hours at \$ 30.00 per hour	\$ 90.00
• Publishing of Legal Ad (Notice of Public Hearing)	\$ 65.00
• Driveway/Sidewalk Permit	\$ 60.00
• Recording fee, 2 of pages at \$ 7.00 each	\$ 14.00
• Certified mail	\$ 9.28
Total Costs Incurred	\$ 3,475.28

cc: Coleen Balzarini, Fiscal Services Director
Kelly Audet, Risk Manager
Judy Burg, Fiscal Services Tax/SID



Item: Labor Agreement between the City of Great Falls and the Painters Local #260
From: City Manager's Office
Initiated By: Linda Williams, Human Resources Manager
Presented By: Greg Doyon, City Manager
Action Requested: Approve Labor Agreement

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/deny) the labor agreement between the City of Great Falls and the Painters Local #260, 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 that the City Commission approve the labor agreement between the City of Great Falls and the Painters Local #260.

We are pleased to report that negotiations were respectful, constructive, and completed in only one meeting.

Background: The previous two-year labor agreement with Painters Local #260 expired June 30, 2009. The terms of the proposed agreement extend the agreement for two years, from July 1, 2009 through June 30, 2011.

The major changes from the previous agreement include:

1. Article 16, Family and Medical Leave

Article 16 outlined the Family Medical Leave Act. The detailed language was replaced with reference to the City Policy Manual and FMLA documentation.

3. Schedule A, Wages

The salary schedule was updated to reflect a 3.25% increase. The Painter chose to defer 30¢ to increase his current pension contribution, and 26¢ was added to the hourly rate.

Effective 7/1/0, the hourly rate will increase 7¢/hr. and the remainder of the negotiated increase (30¢/hr.) was deferred to pension.

4. Schedule B, Item A, IBPAT Union and Industry Pension Fund

The pension contribution amounts were updated to reflect the 30¢/hr. increase effective 7/1/09, and the additional 30¢/hr. increase effective 7/1/10.

5. Schedule B, Item A(4), Health Insurance

The language was changed to ensure compliance with the City's Section 125 Plan, and contribution rates were changed to reflect City and employee contribution amounts effective 7/1/09. Any health insurance premium increases during the term of the agreement will be shared with the City contributing 90% of the increase and the employees contributing 10% of the increase.

6. Article 25, Duration

The term of the agreement was changed to reflect the dates of the two-year agreement from 7/1/09 – 6/30/11.

Concurrences: The Painter Local #260 member voted to ratify the proposed agreement.

Fiscal Impact: The proposed contract provides for a 3.25% increase in wages effective 7/1/09, and a 1.5% increase in wages effective 7/1/10. The 3.25% effective 7/1/09 is the same as all of the other bargaining units.

The City also agreed to contribute an additional 10¢/hr. for pension contributions in the second year of the contract.

Health insurance rates did not increase 7/1/09. If there are increases in health insurance premiums during the term of the agreement, the increase will be shared with the City contributing 90% of the increase and the employees contributing 10% of the increase.

Attachments/Exhibits:

1. Proposed labor agreement between the City of Great Falls and the Painters Local #260

A G R E E M E N T

BETWEEN

CITY OF GREAT FALLS

AND

PAINTERS LOCAL #260

July 1, 2009 - June 30, 2011

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AGREEMENT

THIS AGREEMENT, made and entered into at Great Falls as of the ___ day of September, 2009, by and between the CITY OF GREAT FALLS, MONTANA, hereinafter referred to as the "CITY" and PAINTERS LOCAL #260, hereinafter referred to as the "UNION", the parties have mutually agreed as follows:

PREAMBLE

The City and Union have entered into a partnership to find ways to maintain cost effective and quality services to better serve the citizens of Great Falls.

ARTICLE 1

RECOGNITION AND PURPOSE:

The CITY recognizes the UNION signatory hereto as the exclusive representative of all of its employees who are subject to the terms of this Agreement, for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, working conditions and all other conditions of employment. The CITY recognizes that the employees covered by this Agreement are primarily maintenance and service employees.

The present recognized jurisdiction of the Painters Local #260 shall be maintained during the term of the Agreement.

ARTICLE 2

SUCCESSORS:

In order to effectuate the purpose of this Agreement, the parties agree that this Agreement shall be binding upon their successors or assigns.

ARTICLE 3

DEFINITIONS:

- A. "Employee" and "employees" shall mean employees of the CITY who are members covered by this Agreement, but excluding supervisory employees and management employees as defined by Montana Law.
- B. "Permanent employee" means an employee who is assigned to a position designated as permanent in the City's Budget.
- C. "Temporary position" means an employee assigned to a position designated as temporary in the City's Budget, created for a definite period of time but not to exceed nine (9) months. Permanent employees will not be displaced with and/or by temporary employees.
- D. "Full-time employee" means an employee who normally works forty (40) hours a week.
- E. Base Pay defined as: Employee's hourly pay rate in that category to which an employee is ordinarily assigned exclusive of longevity or any other special allowances.

ARTICLE 4

UNION SECURITY:

- 4.1 Employees who are members of the UNION on the date this Agreement is executed shall, as a condition of continuing employment, maintain their membership in the UNION. All future employees performing work within the jurisdiction of the UNION involved shall, as a condition of continuing employment become members of such UNION within thirty (30) days of the date of their employment and the UNION agrees that such employees shall have thirty-one (31) days from date of employment within which to pay UNION'S initiation fees and dues. If the employees fail to pay initiation fees or dues within thirty-one (31) days or fails to effectuate the provisions of Section 39-31-204 of the

Montana Statutes, the UNION may request in writing that the employee be discharged. The CITY agrees to discharge said employee upon written request from the UNION. CITY agrees not to discriminate against any employee for membership in the UNION or for lawful UNION activities, provided such activities do not interfere with the efficient operation of the various departments of the CITY. Employees qualifying under 39-31-204 shall pay an agency fee, equivalent to the regular initiation fee and UNION dues as provided for in the Local UNION for the purpose of administering the Agreement. CITY shall notify UNION in writing of employees hired that may be affected by this Agreement within five (5) days from the date of hire and said employee shall be notified to make contact with the UNION.

- 4.2 The CITY agrees to deduct the UNION monthly dues and initiation fee from each employee's wages upon written authorization of the employee. The deductions shall be made once each month and the total of such deductions made payable to the UNION.
- 4.3 It is understood the UNION shall have the right to use Business Agents, Shop Committees or Stewards to adjust grievances as they arise. The CITY agrees that local Business Agents for the UNION shall be given access by the CITY to members of the UNION at the places of business of the CITY during hours of operation, for the purpose of ascertaining whether the terms of this Agreement are being observed if the agent does not disrupt the normal CITY operations, except for unsafe conditions.
- 4.4 The UNION will notify the CITY in writing what representative (Business Agent, Shop Committee or Stewards) it will use in matters relating to grievances, interpretation of the Agreement or in any other matters which affect or may affect the relationship between the CITY and the UNION.
- 4.5 The UNION agrees to indemnify, defend and to hold the CITY harmless against any and all

claims, demands, suits, costs or fees, which may be sought or incurred by the CITY as a result of any action taken by the CITY under the provisions of ARTICLE 4.

- 4.6 In consideration of the "Save Harmless" clause above, the CITY agrees that the UNION shall maintain the exclusive right to defend, settle, mitigate damages, litigate and/or take whatever action is necessary or it deems proper with respect to a person who sues the CITY for action taken by the CITY under ARTICLE 4.1. If the CITY unilaterally determines that it desires attorneys to represent it in defense of such actions, it shall do so at its own cost and not at the cost of the UNION. It is further agreed that the CITY shall promptly notify the UNION of any such action when and if filed and the UNION shall, at its own option, defend such actions and/or settle under the circumstances above described.

ARTICLE 5

STRIKES AND LOCKOUTS:

- 5.1 The parties hereto pledge their efforts to reach agreement on any difficulties that arise during the life of this Agreement.
- 5.2 It is mutually agreed that there will be no strikes, lockouts or cessations of work by either party on account of labor difficulties during the life of this Agreement.
- 5.3 It is agreed that the above provision shall not apply in the event no collective bargaining settlement is reached at the termination date of this Agreement.
- 5.4 It shall not be a violation of this Agreement to refuse to cross a legal picket line.
- 5.5 The UNION and the CITY agree that "strikes" and "lockout" will not prevent the UNION or the CITY from providing emergency operation of the water and wastewater system that are essential to the health, welfare and safety of the public.
- 5.6 The UNION may "strike" the CITY on any issue that the City does not agree to settle by

binding arbitration. The CITY may "Lockout" the UNION on any issue that the UNION does not agree to settle by binding arbitration.

- 5.7 It is understood that the City is obligated under state law to award contract to the lowest responsible bidder regardless of union or nonunion affiliation. The CITY agrees that employees covered under this agreement will not be assigned to such contracted projects. The UNION agrees that awarding of such contracts will not effect the performance of duties by employees covered under this agreement.

ARTICLE 6

MANAGEMENT RIGHTS:

The CITY shall have the right to operate and manage its affairs in such areas as but not limited to:

- a. direct employees;
- b. hire, promote, transfer, assign, and retain employees;
- c. relieve employees from duties because of lack of work or funds or under conditions where continuation of such work is inefficient and nonproductive;
- d. maintain the efficiency of CITY operations;
- e. determine the methods, means job classifications, and personnel by which the CITY operations are to be conducted;
- f. take whatever actions may be necessary to carry out the missions of the CITY in situations of emergency;
- g. establish the methods of processes by which work is performed including the utilization of advancements of technology.

The foregoing enumeration of CITY management's rights shall not be deemed to exclude other functions not specifically set forth. The CITY, therefore, retains all rights not otherwise

specifically covered by this Agreement.

ARTICLE 7

EMPLOYEE RIGHT/GRIEVANCE:

7.1 Grievances or disputes which may arise, including the interpretation of this Agreement, shall be settled in the following manner:

Step 1. The employee and or Union Steward will discuss the grievance with the employee's immediate Supervisor in an attempt to resolve the grievance within fifteen (15) working days (Monday – Friday) of the knowledge and/or occurrence of the grievance. The Supervisor shall have five (5) working days (Monday – Friday) to respond to the employee and/or Steward.

Step 2. If the response from the Supervisor is not satisfactory, the employee and/or Steward shall contact the Union, and the Union shall, within ten (10) working days (Monday – Friday) of the response of the Supervisor in Step 1, reduce the grievance to writing and submit the grievance to the Division Supervisor.

The written grievance shall contain the following information:

1. The nature of the grievance and the facts on which it is based.
2. The provisions of the agreement allegedly violated if applicable.
3. The remedy requested.

The Division Supervisor and the Union shall meet within ten (10) working days (Monday – Friday) to discuss the grievance and attempt to resolve the grievance. The Division Supervisor shall have five (5) working days (Monday – Friday) from the date of the meeting to respond to the Union with his/her decision in writing.

- Step 3. If the response from the Division Supervisor is not satisfactory to the Union, the Union may within ten (10) working days (Monday – Friday) submit the grievance, in writing, to the Department Head for adjustment. The Department Head shall respond back to the Union within five (5) working days (Monday – Friday), in writing, with the City’s decision.
- Grievances regarding termination of employment shall be submitted by the Union, in writing, to the Department Head at Step 3.
- Step 4. If the response from the Department Head is not satisfactory to the Union, the Union may within ten (10) working days (Monday – Friday) submit the grievance in writing to the City Manager or his designee for adjustment. The City Manager or his designee shall respond back to the Union within ten (10) working days (Monday – Friday) in writing with the City’s decision.
- Step 5. If the grievance is not settled in Step 4, the Union and the Employer shall, within five (5) working days (Monday – Friday), agree to a date, time and place to convene a joint committee of two (2) representatives of the Union and two (2) representatives from the City to hear the grievance. The committee shall render a decision within five (5) working days (Monday – Friday) from the date of the hearing.
- Step 6. If the grievance is not settled in Step 5, either party may within ten (10) working days (Monday – Friday) submit the grievance to Alternative Dispute Resolution (Third Party Resolution) to either the Federal Mediation and Conciliation Service or the Montana Board of Personnel Appeals.
- A. The recommended decision in Alternative Dispute Resolution on any

grievance involving a monetary issue, including those related to hours and working conditions, which could have an apparent economic effect or impact of less than eight hundred dollars (\$800.00), shall be final and binding on all parties.

- B. The recommended decision in an Alternative Dispute Resolution on any grievance involving a monetary issue exceeding eight hundred dollars (\$800.00) shall not be final and binding and may be rejected by either party. If the recommended decision is acceptable to all parties, the grievance shall be deemed settled.
- C. If the City and the Union cannot agree whether a grievance has an economic effect or impact of less than eight hundred dollars (\$800.00), the party hearing the case in Alternative Dispute Resolution shall make the decision and it shall be final and binding on all parties.
- D. City shall present claims or grievances, in writing, to the Union.
- E. Alternative Dispute Resolution Authority: in any case where Alternative Dispute Resolution is utilized, the person hearing the grievance shall have no right to amend, modify, nullify, ignore, add to or subtract from, the terms and conditions of this Agreement. The person hearing the grievance shall consider and decide only the specific issue(s) submitted in writing by the City and the Union, and shall have no authority to make a decision on any other issue not so submitted. The person hearing the grievance shall be without power

to make decisions contrary to, or inconsistent with, or modify or vary in any way the application of rules, laws, regulations having the force and effect of law. The expenses of Alternative Dispute Resolution shall be borne by the two parties, equally; however, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

Step 7. If the grievance is not settled in Step 6, either party may seek further judicial determination.

7.2 WAIVER: If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step in the specific time limit, or any agreed extension thereof, it shall be considered settled on the basis of the CITY'S or UNION'S last answer. If the CITY or UNION does not answer a grievance or an appeal thereof within the specified time limits, the UNION or CITY may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the City and the UNION.

ARTICLE 8

WAGES AND PAY PERIODS

Attached hereto and made a part hereof by reference as Schedule A is a list of agreed wage schedule, classifications and rates of jobs of employees covered by and for the duration of this Agreement. Exclusive of unforeseen emergencies, all employees covered by this Agreement shall be paid at least two times each month. The CITY will make every effort to have paychecks by 4:00 p.m. on payday. The CITY proposes to change the pay periods from semi-monthly to bi-weekly, if every other unit agrees to the change.

ARTICLE 9

HOURS OF WORK AND OVERTIME

9.1 In compliance with the Fair Labor Standards Act (FLSA), the work period will consist of seven (7) consecutive 24-hour periods. Any hours worked in excess of forty (40) during the designated work period will be paid at one and one-half (1½) times the employee's regular rate of pay.

ARTICLE 10

CALL BACK

10.1 An employee called in for work at a time other than his (her) normal scheduled shift (off duty) will be compensated for those hours actually worked on a straight time basis. Any hours worked in excess of forty (40) in a work week will be paid at one and one-half (1½) times the employee's regular rate of pay.

10.2 Employees required to be on call as standby shall be credited a minimum of two (2) hours as time worked if he/she is actually called back to work. Standby assignments shall be for a fixed predetermined period of time not to exceed twenty-four (24) hours. Any hours worked in excess of forty (40) in a work week will be paid at one and one-half (1½) times the employee's regular rate of pay.

ARTICLE 11

SENIORITY

11.1 Seniority means the rights secured by permanent full-time employees by length of continuous service with the City. Seniority rights shall apply to layoffs, scheduling of vacations and transfers of employees, that is, the last employee hired shall be the first laid off. Seniority shall not be effective until a six (6) month probationary period has been successfully completed, after which seniority shall date back to the date of last hiring. Seniority shall be determined by craft and division. Recall rights are not earned until after nine (9) months continuous service.

11.2 Seniority shall be broken when an employee:

1. terminates voluntarily or retires;
2. is discharged;
3. fails to report for work after layoff within three (3) working days after being notified by mail at their last known address;
4. is laid off for seven (7) consecutive months.

11.3 Employees to be laid off shall be given ten (10) working days advance notice of layoff.

ARTICLE 12

PROBATIONARY PERIODS (FOR WORK EVALUATIONS ONLY)

12.1 All newly hired or rehired (after twelve (12) months absence) employees will serve satisfactorily a six (6) month probationary period.

12.2 All employees will serve a six (6) month probationary period in any dissimilar job in which the employee has not served a probationary period.

12.3 At any time during the probationary period, a newly hired or rehired (after twelve (12) months absence) employee may be terminated at the sole discretion of the CITY.

ARTICLE 13

HOLIDAYS:

13.1 Full-time employees shall be granted the following holidays:

- a. New Year's Day, January 1;
- b. Martin Luther King Jr. Day, 3rd Monday in January;
- c. Lincoln's and Washington's Birthday, 3rd Monday in February;
- d. Memorial Day, last Monday in May;
- e. Independence Day, July 4;
- f. Labor Day, first Monday in September;
- g. Veterans' Day, November 11;
- h. Thanksgiving, fourth Thursday and Friday in November;
- i. Christmas, December 25;
- j. Every day in which a general election is held throughout the State
(General Election Day).

13.2 Designated holidays falling on an employee's regularly scheduled day off, as provided in 2-18-603, M.C.A., shall be entitled to receive a day off with pay on the day preceding the holiday or on another day following the holiday in the same pay period. If a day off cannot be provided, the employee will receive eight (8) hours of pay at the regular rate of pay.

13.3 If the employee is required to work on the designated holiday, and is not given a day off in lieu of the holiday, he/she will be paid at one and one-half (1½) times the regular hourly rate plus holiday pay.

13.4 If the employee is required to work on the designated holiday and is given a day off in lieu of the holiday, the employee will receive pay at the regular rate for every hour

worked on the holiday.

- 13.5 An employee must be in a pay status either the last regularly scheduled working day before or the first regularly scheduled working day after a holiday is observed to be eligible to receive holiday benefits.

ARTICLE 14

VACATION:

Vacation shall be earned and accumulated as provided in the Montana Codes Annotated.

Vacation time earned but not used at the time of termination shall be paid the employee at his base pay. Vacation time shall be granted at the time requested insofar as possible, subject to the requirement of service. Vacations shall be bulletined and the most senior employee shall have the first choice as to his vacation time; also he shall be given a choice of a split vacation if he so desires.

Vacations shall be bulletined so as to start on January 1 and end on December 31 of each year. If an employee desires to take his vacation other than the period requested he must contact his immediate supervisor and arrange for same. All vacations are to be based on each employee's anniversary day of hire.

All vacations will be bulletined between November 1 and December 31. Any protest over vacation dates must be submitted, in writing, to the division head before January 1 or no adjustments will be made.

In the case of vacation schedules, seniority shall govern by division with the most senior employee given first (1st) choice of when he shall take his vacation. Employee may split vacation provided that in no event may less than one week be taken at any time nor may more than two vacation periods be scheduled in any one calendar year, except that, with the approval of the division head, an employee may schedule as many as five (5) of his days to be taken one day at a time as long as all other vacation time is taken in at least one-week segments, and no more than two periods

throughout the year. Seniority shall apply on first split only.

ARTICLE 15

SICK LEAVE

15.1 Sick leave shall be earned and accumulated as provided in the Montana Annotated.

15.2 Employee may take sick leave for the following reasons:

1. Personal illness;
2. Doctor and Dentist appointments;
3. When urgently needed to care for an employee's spouse, children, mother, father, or any other member of the household who is ill; this leave may not exceed more than three (3) days at any one time.
4. When there is a death in the immediate family, up to five (5) days sick leave may be granted. The "immediate family" shall mean: spouse, children, mother, father, brothers, sisters, grandparents and immediate family of spouse.

15.3 The Employer may require appropriate verification and/or Doctor's release for any absence which is charged to sick leave where abuse is suspected. Employer may still require a "fitness for duty" release. If such verification is requested and not provided, the request for sick leave shall be disallowed.

15.4 Employees are required to follow the following two steps in order to be eligible for payment of sick leave pay.

1. Report 30 minutes prior to shift to his (her) immediate supervisor the reason for absence.
2. If the absence is for more than one (1) day in length, the employee must keep his (her) division head informed of his (her) condition, when physically possible.

15.5 Worker's compensation benefits which are received by an employee during sick leave shall be deducted from compensation due the employee and shall be credited to the employee's sick leave.

15.6 "Leave of Absence" time shall not be deducted from normal sick leave or vacation time and shall be taken without compensation, until the employee's return to his regular job.

15.7 Death Benefits. All personnel shall receive Public Employment Retirement System death benefits which presently are as follows for the beneficiaries of members who die before retirement.

1. Lump Sum. All contributions to PERS plus interest and one (1) month's salary for each year of service up to six (6) years.

ARTICLE 16

FAMILY AND MEDICAL LEAVE:

- A. As referenced in the City Policy Manual.
- B. As referenced in FMLA documentation.

ARTICLE 17

REST BREAK:

There shall be a fifteen (15) minute break midway in the first (1st) half of a shift and midway in second (2nd) half of a shift for all employees covered under the terms of this Agreement.

ARTICLE 18

SEVERANCE PAY:

Any permanent employee who has completed his probationary period and who shall be terminated by the CITY, except for just and sufficient cause for firing, shall be given fourteen (14) calendar days notice of said termination or in lieu of said notice ten (10) working days pay computed at the employee's normal base pay rate. Employees quitting the CITY will give a minimum of fourteen (14) calendar days notice or be terminated not in good standing and will not be eligible for rehire.

ARTICLE 19

JURY DUTY

An employee who is under proper summons as a juror shall collect all fees and allowances payable as a result of the service and forward the fees to the CITY. Juror fees shall be applied against the amount due the employee from the CITY. An employee may elect to charge the juror time off as annual leave and not remit the juror fees to the CITY. The CITY may request the Court to excuse an employee summoned for jury duty if needed for proper operations of the CITY.

An employee dismissed before two (2:00) p.m. will be required to report back to work if not on annual leave.

ARTICLE 20

LEAVE OF ABSENCE:

It is understood and agreed by the parties hereto that the CITY may grant leave of absence to employees of up to six (6) months, provided, however, that such employee shall not accrue any benefits, including but not limited to, sick leave and vacation leave. The granting and extent of the leave of absence without pay is at the discretion of the CITY. Existing seniority rights will be frozen during the term of said leave. Said leave is to be granted under the terms of conditions set by the City Manager. A copy of said terms and conditions shall be on file in the Personnel Office at all times.

ARTICLE 21

HOT MEAL:

In the event an employee is required to work more than four (4) hours overtime following a regular shift and for each additional five (5) hours of overtime he shall be provided a hot meal by the CITY and given a reasonable amount of time to eat. Employee will not be paid for time utilized to eat over one-half (½) hour.

For health purposes, all employees shall be provided clean facilities prior to meals. Morning

meal limited to 4.50 and evening meal to \$7.00.

ARTICLE 22

AFFIRMATIVE ACTION POLICY:

The UNION and the CITY agree to cooperate in an Affirmative Action Program to ensure that no individuals shall be discriminated against with respect to compensation, hours or conditions or employment because of age, race, religion, sex, national origin, marital status, or public assistance status.

ARTICLE 23

SUPPLEMENTAL AGREEMENT:

22.1 During the term of this Agreement and any extensions hereof, no collective bargaining shall be had upon any matter covered by this Agreement or upon any matter which has been raised and disposed of during the course of the collective bargaining which resulted in the consummation of this Agreement, unless mutually agreed by both parties.

ARTICLE 24

SAVINGS CLAUSE:

In the event any Federal and State law or final decision of a court of competent jurisdiction ruling conflicts with any provision of the Agreement, the provision or provisions so affected shall no longer be operative or binding upon the parties, but the remaining portion of the Agreement shall continue in full force and effect. The CITY and UNION agree to meet as soon as possible for the purpose of negotiation on the provision or provisions so affected.

ARTICLE 25

DURATION:

This Agreement shall continue in full force and effect until June 30, 2011. Thereafter, the

agreement shall be considered automatically renewed for successive periods of twelve (12) months unless at least sixty (60) days prior to June 30, 2011, or sixty (60) days prior to the end of any twelve (12) months effective period either party shall serve written notice upon the other that it desires cancellation, revision or modification of any provision or provisions of this Agreement. In this event, the parties shall attempt to reach an agreement with respect to the proposed change or changes, and at least forty-five (45) days prior to the expiration of the Agreement, meetings to consider such change shall be held by the parties.

In the event the parties do not reach a written agreement by the expiration date of or in the particular year as provided herein, then this Agreement shall in all respects be deemed void and terminated.

The parties hereto by written agreement may extend said period for the purpose of reaching a new agreement.

IN WITNESS WHEREOF, THE UNION and the CITY have caused this Agreement to be executed in their names by the duly authorized representatives at Great Falls, MT, this ____ day of August, 2009.

FOR THE CITY OF GREAT FALLS

FOR PAINTERS LOCAL #260

City Manager

Painters Local #260

City Attorney
Approved for legal content

ATTEST:

City Clerk

SCHEDULE A

CITY OF GREAT FALLS

AND

PAINTERS LOCAL #260

During the term of this Agreement, the following rates will be paid:

<u>TITLE</u>	<u>EFFECTIVE</u>	
Painter	<u>7/1/09</u>	<u>7/1/10</u>
	3.25% = .56¢ 30¢/hr. deferred to pension 26¢/hr. added to hourly rate	1.5% + additional 10¢/hr. pension contribution = 37¢/hr. 30¢/hr. deferred to pension .07¢/hr. added to hourly rate
	\$15.80	\$15.87

SCHEDULE B

CITY OF GREAT FALLS,
MONTANA

AND

CITY OF GREAT FALLS
PAINTERS LOCAL #260

SPECIAL CONDITIONS

In addition to the above wages, the following Special Conditions shall be provided:

1. Special Work Schedules: It is understood and agreed that certain jobs require work schedules. In those cases, the Supervisor shall designate the work week with as much advance notice as possible.
2. P.E.R.S.: Employees shall be covered by the Montana Public Employees Retirement System as provided by State Law.
3. Union Pension & Insurance Plans: The CITY agrees to pay directly to any pension plan

designated by any of the UNIONS that are a party to this AGREEMENT an amount specified by said UNION for all hours compensated for the CITY to full-time permanent employees. The CITY further agrees to contribute amounts outlined below into the various pension and insurance plans for all full-time permanent employees. Any additional contributions specified by the UNIONS for the duration of this AGREEMENT will be deducted from employee's base pay.

A. PAINTERS:

1. (a) Commencing with the first day of July, 1987, and for the duration of this agreement, and any renewals or extension thereof, the Employer agrees to make payments to the IBPAT Union and Industry National Pension Fund for each full-time permanent employee covered by this Agreement as follows:
 - b) For each hour or portion thereof, for which a full-time permanent employee receives pay, the Employer shall make a contribution of \$2.00/hr. to the above name Pension Fund effective 7/1/09, increasing to \$2.30/hr. effective 7/1/10.
 - c) Contributions shall be paid on behalf of any full-time permanent employee starting with the employee's first day of employment.
 - d) The payments of the Pension Fund required above shall be made to the IBPAT Union and Industry National Pension Fund which was established under an Agreement and Declaration of Trust, dated April 1, 1967. The Employer hereby agrees to be bound by and to the said Agreement and Declaration of Trust, as though he had actually signed the same.
2. The Employer hereby irrevocably designates as its representative on the Board of Trustees such Trustees as are now serving, or who will in the future serve, as Employer Trustees,

together with their successors. The Employer further agrees to be bound by all actions taken by the Trustees pursuant to the said Agreement and Declaration of Trust.

3. All contributions shall be made at such time and in such manner as the Trustees required and the Trustees shall have the authority to have an independent Certified Accountant audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contribution to the Pension Fund.
4. If an Employer fails to make contributions to the Pension fund within twenty days after the date required by the Trustees, the Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement, any other provision hereof to the contrary notwithstanding. The Employer's liability for payment under this Article shall not be subject to or covered by any grievance or arbitration procedure or any "no-strike" clause which may be provided or set forth elsewhere in this Agreement, if the Union so desires.
5. The Pension Plan adopted by the Trustees of said Pension Fund shall at all times conform with the requirements of the Internal Revenue Code so as to enable the Employer at all times to treat contributions to the Pension Fund as a deduction for income tax purposes.

6. Health Insurance:

The Employer agrees to provide non-occupational health and accident insurance coverage for each insurable regular employee and insurable dependents thereof immediately following the period of exclusion provided by the terms of the master policy.

A City health insurance contribution in the amount listed below will be added to the employee's gross pay. This portion of the employee's gross pay is hereinafter referred to as the "Contribution." As part of this collective bargaining agreement, employees are required to participate in the city's health insurance plan on either a pre-tax or post-tax basis. If an employee elects to participate on a pre-tax basis, the employee shall authorize a payroll deduction from the employee's gross pay equal to the City's contribution. This deduction from the employee's gross pay will be paid into a fund maintained to provide health benefits for eligible employees.

If an employee elects to participate on a post-tax basis, the Contribution shall be taxable income to the employee and the employee shall authorize the payment of the

Contribution value, after its deemed receipt, toward the employee’s health insurance.

It is hereby acknowledged that both employee and employer retirement contributions will be required on this additional gross income, causing a decrease to the net income of the employee. It is also the intent of the employees and the City that the Contribution be excluded from the determination of the employee’s “regular rate” of compensation as that phrase is defined under 29 U.S.C. § 207(e)(4). In the event that any subsequent law, court, arbitrator, or other lawful authority determines that the inclusion of the City’s health insurance contribution in the employee’s gross pay should be included in overtime compensation calculations, then the parties agree that there will be a corresponding adjustment to the affected hourly rate, pay or benefit to carry out the intent of this provision. The intent of such adjustment will be to result in the least net financial effect on both the employee and the employer.

*The City’s contribution of the composite rate will increase with future increases to the composite rate during the term of the agreement through 6/30/2011. Any increases in premiums will be shared to maintain the City’s 90 (ninety) percent contribution of the total premium and the employee’s contribution of ten (10) percent of the total premium.

The CITY agrees to contribute the following amounts, not to exceed ninety (90) percent of the premium beginning 7/1/09, for each eligible employee covered by this Agreement into the City’s Health Insurance Plan.

Type of Coverage	7/1/09	
	City Composite Contribution	Employee
Employee	\$783	\$21
Employee & Spouse	\$783	\$80
Employee & Child(ren)	\$783	\$76
Family	\$783	\$105

- a. The City reserves the right to add to, delete from, or modify the benefit plan, with no obligation to negotiate, and retains the right to delete or modify any or all of the added benefits with no obligation to negotiate.
- b. The City shall be at liberty to make an independent selection of the insurance carrier, including the option of partially or fully self-funding with no obligation to negotiate.

IN WITNESS WHEREOF, THE UNION and the CITY have caused this Agreement to be executed in their names by the duly authorized representatives at Great Falls, MT, this ____ day of September, 2009.

FOR THE CITY OF GREAT FALLS

FOR PAINTERS LOCAL #260

City Manager

Painters Local #260

ATTEST:

City Attorney
Approved for legal content

City Clerk



Revised

Item: Contract Bid Award: 2009 CDBG Community Recreation Center
Electrical Retrofit

Initiated By: Park and Recreation Department

Prepared By: Rebecca Richards, Recreation Center Supervisor

Presented By: Marty Basta, Park and Recreation Director

Suggested Motion:

1. Commissioner moves:

"I move the City Commission award a contract in the amount of \$34,350 to Cascade Electric for the 2009 CDBG Community Recreation Center Electrical Retrofit, O.F. 1443.7, and authorize the City Manager to execute the contract."

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

Staff Recommendation:

Staff recommends the City approve the contract to Cascade Electric for the 2009 CDBG Community Recreation Center Electrical Retrofit, O.F. 1443.7.

Background:

Significant Impacts

This project will replace the aging electrical system at the Community Recreation Center and bring the panels into compliance with the National Electric Code (NEC).

Workload Impacts

Community Recreation staff applied for and received the CDBG Grant. CTA was contracted to design the project; CTA will also perform construction inspection and contract administration duties. The Community Development Department will administer the CDBG program and perform grant and other administrative duties.

Purpose

This project will replace the electrical panels and feeder lines that are original to the building

and are approximately 60 years of age; and will increase the electrical capacity of the building.

Project Work Scope

Approximately 12 panels and the main distribution panel will be replaced and will condense the existing panel system.

Evaluation and Selection Process

Four bids were received and opened for this project on August 26, 2009. The base bids ranged from \$34,350 to \$77,900 (one of the four bids was in the amount of \$98,884 but was rejected because they did not provide all of the required bid documents). Cascade Electric submitted the low bid and has executed all the necessary documents. Cascade Electric is an established and responsible contractor.

Conclusion

City staff recommends awarding the contract to Cascade Electric in the amount of ~~\$38,350~~ \$34,350.

Concurrences:

The bids were received by Lisa Kunz, City Clerk and reviewed by Brad Gilchrist, Electrical Engineer in Training (EIT) with CTA.

Fiscal Impact:

The attached bid tabulation summarizes bids that were received. This project will be funded through a Community Development Block Grant. The grant was awarded in the amount of \$101,200. The project will result in significant energy savings for the Community Recreation Center.

Alternatives:

The City Commission could vote to deny award of the contract; resulting in the CDBG funds being returned and the project being cancelled.

Attachments/Exhibits:

1. Bid tabulation is attached.



Item: Mansfield Theater Lobby Exclusive Concessions Agreement

From: Park and Recreation/Mansfield Events Center

Initiated By: Dona Hughes, Events Supervisor

Presented By: Marty Basta, Park & Recreation Director

Action Requested: Approve the Sparkettes of Montana for the Mansfield Theater Lobby Exclusive Concessions Agreement

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/deny) the Mansfield Theater Lobby Exclusive Concessions Agreement with the Sparkettes of Montana 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 that the City Commission approve the Mansfield Theater Lobby Exclusive Concessions Agreement with the Sparkettes of Montana.

Background: The City of Great Falls Park and Recreation Department/Mansfield Events Office requested proposals for a three (3) year exclusive concession agreement for the Great Falls Civic Center Mansfield Theater lobby, and Gibson Room when used as a second lobby during events. Miss Linda’s School of Dance has provided the service for the past six years; their current agreement expires August 31, 2009.

Three proposals were received; Miss Linda’s School of Dance, Retired Senior Volunteer Program (RSVP) and the Sparkettes. After review by Acting City Attorney, Chad Parker, Miss Linda’s School of Dance was determined to be ineligible due to a late submittal of the signed and notarized Affidavit of Non-Collusion and RSVP was ineligible due to the missed deadline for submittal. The Sparkettes’ proposal was the only viable proposal and met the minimum requirements set forth in the Request for Proposals.

The Sparkettes will provide adult and teen staff and purchase and sell City/County Health approved foods and beverages pre-show and at intermission. Price of items will range from \$1 to \$6 for 2009-2010 season. Review of menu, product and prices will be made annually. The

Sparkettes will pay a fee of 20% of gross sales to the Mansfield Events Center post show. Mansfield Events Center will provide a reasonable amount of tables, chairs, linens and ice as well as lobby space, storage and preparation space. Total revenue to be realized by the Mansfield Events Office is estimated at \$6,300 over the three-year period.

Staff feels concessions are part of the amenities a patron may expect when attending a performance at the Mansfield Theater. City staff also feels that there is a value to the storefront space provided to the concessionaire. The proposal is beneficial to the Mansfield Events Center as Park and Recreation continues to look towards alternate revenue sources.

Concurrences: Staff and Chairman of the Mansfield Center for the Performing Arts Advisory Board reviewed the proposal and agree that it meets the requirements of the Request for Proposals and can serve the needs for Mansfield Theater Concessions.

Fiscal Impact: \$6,300 over the three-year period

Alternatives: Reject all Proposals and repeat the Request for Proposals process, or no longer provide concessions services for events in the Mansfield Theater.

Attachments/Exhibits: Mansfield Theater Lobby Exclusive Concessions Agreement

**MANSFIELD THEATER LOBBY
EXCLUSIVE CONCESSION AGREEMENT**

THIS EXCLUSIVE CONCESSION AGREEMENT, made and entered into this ___ day of _____, 2009, by and between the City of Great Falls, Montana, a municipal corporation, hereinafter referred to as "City" and Sparkettes of Montana, hereinafter referred to as "Sparkettes".

WITNESSETH:

WHEREAS, after requesting proposals for exclusive concession agreement for the Mansfield Theater lobby and Gibson Room, when used as a second lobby, the City has accepted the proposal and qualifications of ***Sparkettes***, and,

WHEREAS, the parties hereto have reached an agreement of providing exclusive concession service rights for the Mansfield Theater lobby.

1. PURPOSE

It is the intent of the Mansfield Events Center to provide an exclusive concession operation in the Mansfield Theater lobby and Gibson Room, when used as a second lobby, for performances at the Mansfield Theater.

2. TERM OF AGREEMENT

The term of this agreement shall be for three (3) years, beginning September 1, 2009 through August 31, 2012. This agreement may be terminated with just cause prior to the expiration of the three 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. The City reserves the right to withdraw at any time from the agreement if the Concessionaire's work has proven unsatisfactory. Verbal agreements with any employee or City staff member, before, on or after execution date of this agreement, shall not affect or modify the terms of obligation contained in the agreement. Any amendment or modifications of this agreement or any provision herein shall be made in writing and executed in the same manner as this original document and shall, after execution, become a part of the agreement. Sparkettes may not assign or sublet this agreement, or any right, privilege or interest, directly or indirectly, without prior approval and written permission from the Mansfield Events Center.

3. PROPOSAL

Sparkettes agree to:

- a) Sparkettes will provide trained staff, product, change bank, signage, cleaning supplies and any other equipment as needed for lobby concessions for all Mansfield Theater activities. The Mansfield Events staff and Sparkettes may agree that concession service is not necessary for a particular event.
- b) Price of items may range from \$1 to \$6 for 2009-2010 season. Review of menu, product and prices shall be submitted annually in August to the Events Office for review.
- c) When attendance warrants and the Gibson Room serves as a second lobby, Sparkettes

will also provide concessions in the second lobby location.

- d) Sparkettes will pay a fee of 20% of gross sales to the Mansfield Events Office at the conclusion of sales on day of event. An accounting record report, cash register tape or some other record of sales detailing the gross and percentage will be provided to Events staff.
- e) Sparkettes will provide all trained staff needed, including set up, sales and clean up. At least two adults are also required for the Theater lobby and, when needed, two adults for the Gibson Room. Competent middle and high school students may be substituted for one adult in each area when deemed appropriate. Staff must wear business-casual attire. Aprons and other Sparkettes logo wear and uniforms would also be acceptable and is encouraged by the Mansfield Center for the Performing Arts Advisory Board. When appropriate, costumes consistent with the theme of the production would also be acceptable. No barefeet or open-toed shoes are allowed at any time.
- f) Sparkettes are be responsible for all clean up including wiping off tables, putting away all merchandise, removing any signage, placing all garbage in appropriate receptacles, clean up of preparation space and proper storage of all material in designated area(s).
- g) Sparkettes must abide by all City/County Health codes requirements. Merchandise must consist of items from an appropriately licensed establishment and be prepackaged. Items such as cookies, grapes and crackers may be set on plates or in other appropriate containers as long as approved by City/County Health officials and City officials and their procedures are followed (including gloves and other safe food handling procedures).
- h) Sparkettes are responsible for procuring, supplying and posting all permits and licenses necessary to offer and sell concessions. Should a Concessionaire want to sell alcoholic beverages, they agree to secure a permit and abide by all federal, state, county and municipal laws, statutes, regulations and ordinances pertaining to the sales, distribution or consumption of alcoholic beverages. For more information or questions, please contact the State of Montana, Department of Revenue, Liquor Division, Helena, Montana; phone (406) 444-6900. A City of Great Falls License Certificate is also required to sell alcohol. (City Code: sect. 5.03.430A.) For information on a City of Great Falls License call 406-455-8414.
- i) Sparkettes are responsible for all taxes annexed or levied against concession business.
- j) Sparkettes are responsible for any damage caused by volunteers and/or staff.
- k) Sparkettes agree that no display signs, menus or advertising materials of any kind shall be used or placed on the exterior of the building. Signage may be used at the designated concession sales area(s).
- l) Sparkettes agree to no use of any tape, tacks, nails, screws or hooks on any walls, woodwork, furniture, doors, ceilings or floors. The only approved method to affix material on walls is poster putty. Tacks or t-pins may be used on some cloth specialized wall coverings in the Gibson room. A damage fee may be accessed to Sparkettes for non-compliance.
- m) Sparkettes agree to display (and let the patron know verbally) venue policy signage that alerts patrons to the “No food or drink, except for bottled water, in Theater.”

- n) Decorations may be considered with prior approval by Mansfield Events staff. There is absolutely no use of any “open flame” devices, which include but are not limited to candles, lighters, lanterns or lamps.
- o) No building exit may be blocked at any time.

The City agrees to:

- a) Grant to Sparkettes the exclusive lobby concession rights to all Mansfield Theater activities.
- b) Provide a small storage and preparation space; and in the lobby areas, provide a reasonable number of tables, chairs, linens and ice. Events staff will be responsible for setting up and tearing down necessary furniture and linens.
- c) Provide a schedule of events for concession planning for the Mansfield Theater.
- d) Provide a staff person to receive the payment of percentage and provide a receipt of payment at the conclusion of sales.

4. INSURANCE REQUIREMENTS

- a) Concessionaire agrees to indemnify and hold harmless the City of Great Falls its officers, agents and employees from and against all liability, claims and demands on account of injury, loss or damage, including without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other loss of any kind whatsoever, which arise out of or are in any manner connected with the contract activities, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, negligence or other fault on the part of the Concessionaire.
- b) Concessionaire shall procure and maintain in full force and effect during the terms of this agreement, liability insurance with a reliable company including Products-Completed Operations, Personal and advertising Injury and Fire Damage with a minimum policy limit of \$1,000,000 and name the City of Great Falls additional insured on the policy to be evidenced by a certificate of insurance presented to the Mansfield Events Office on or before September 1 of each year. Product liability insurance will be excluded if concessionaire is reselling prepackaged products only.
- c) The Concessionaire must also carry Workers’ Compensation Insurance with Montana Statutory limits. The City of Great Falls provides property insurance for the Mansfield Theater at the Civic Center. The Concessionaire is responsible for insuring their product, signage and equipment.
- p) If selling alcohol, the Concessionaire must provide the Mansfield Events Center with proof of Liquor Liability Insurance coverage in the amount of \$1,000,000 and the coverage should name the City of Great Falls as an additional insured evidenced by a certificate of insurance presented to the Mansfield Events Office on or before July 1 of each year.

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.

ATTEST

CITY OF GREAT FALLS

Party of the First Part

REVIEWED FOR LEGAL CONTENT

Gregory T. Doyon, City Manager

Chad Parker, Acting City Attorney

ATTEST:

(Seal of the City)

Lisa Kunz, City Clerk

THE SPARKETTES OF MONTANA

Party of the Second Part

Tammy Morse, Executive Director

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

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

On this ____ day of _____, 2009, 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: Final Payment: Third Avenue Northwest Roadway Improvements, Phase 1 - Easterly, O. F. 1488

From: Engineering Division

Initiated By: Public Works Department

Presented By: Jim Rearden, Public Works Director

Action Requested: Approve Final Payments

Suggested Motion:

1. Commissioner moves:

"I move the City Commission approve final payments of \$14,081.38 to Shumaker Trucking and Excavating Contractors Inc. and \$142.24 to the State Miscellaneous Tax Division for the Third Avenue Northwest Roadway Improvements, Phase 1 – Easterly, O.F. 1488, and authorize the City Manager to execute the final payment documents."

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

Staff Recommendation: Approve final payments.

Background:

Significant Impacts

This project installed the first phase of improvements for water, storm drainage and roadway to serve the West Bank area.

Citizen Participation

Not applicable

Workload Impacts

NCI Engineering, Inc. (NCI) completed the project design and performed environmental inspection duties. City engineering staff provided project inspection and contract administration duties.

Purpose

This was the first phase of construction improvements providing access to the new Federal

Courthouse and West Bank Park. During this phase of construction, the utilities and roadway base were constructed from the north end of the Mitchell Development property, north to the relocated West Bank parking lot, and west across the railroad right-of-way. This work allowed Burlington Northern Sante Fe Railway Company to install the railroad track crossing surface and signals. Phase 2 of the improvements constructed the roadway from the railroad right-of-way to the connection with 3rd Street Northwest.

Project Work Scope

Street improvements included embankment fill, base course gravel, curb and gutter, sidewalks, and restoration of a gravel parking lot. Approximately 340 feet of new 8-inch water main was installed including boring and jacking under the railroad track. Asphalt pavement was replaced during the second phase of this project.

Evaluation and Selection Process

Not applicable.

Conclusion

City staff recommends approving final payments to Shumaker Trucking and Excavating and the State Miscellaneous Tax Division. The total final construction cost was \$168,781.50, which is under the original contract award amount of \$194,883.50. The two-year warranty period began on May 4, 2009 when the project was substantially complete.

Concurrences:

Not Applicable.

Fiscal Impact:

The project was funded through Tax Increment Funds.

Alternatives:

The City Commission could vote to deny approval of the final payments.

Attachments/Exhibits:

Final Payments (Not available online; on file in City Clerk's Office.)



Item: Final Payment – Skyline Heights Storm Drain Improvements,
O. F. 1282.1

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 Skyline Heights Storm Drain Improvements, O. F. 1282.1, in the amount of \$6,111.86 to Shumaker Trucking and Excavating Contractors Inc., and \$61.74 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:

Significant Impacts

Several homes in the neighborhood that were constructed at elevations lower than the street had experienced some localized flooding during intense storms. It was found that the flooding occurred due to storm water topping the curbing because of the steepness of street grades, settlement in the sidewalk, and the locations of sidewalk handicap ramps.

Citizen Participation

The neighborhood council was notified of the project in the preliminary design phase and given information to be further disseminated to local citizens.

Workload Impacts

City engineering staff designed the project and performed construction inspection and contract administration duties.

Purpose

This project was used to help alleviate localized flooding.

Project Work Scope

This project extended the storm drain system by approximately 800 lineal feet using 12-inch PVC and 15-inch and 18-inch reinforced concrete pipe. Several storm drain inlets, manholes, and valley gutters were also included with this project.

Evaluation and Selection Process

Six bids were received and opened for this project on August 20, 2008. Shumaker Trucking and Excavating Contractors Inc. submitted the low bid of \$131,831.00, and were awarded the contract by the City Commission September 2, 2008.

Conclusion

City staff has verified that Shumaker Trucking and Excavating Contractors Inc. 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.

Concurrences:

Not Applicable

Fiscal Impact:

The final cost of the project is \$123,472.00 which is \$8,359.00 less than the original amount awarded. The difference is mainly due to extra or unforeseen work not being required on this project. Because of the nature of underground utility work, unknown conditions are often discovered. This project encountered very few of these conditions. Funding for this project came from the Storm Drain Fund.

Alternatives:

The City Commission could vote to deny final payment.

Attachments/Exhibits:

1. Application for Final Payment is attached. (Not available online; on file in City Clerk's Office.)



Item: House Bill 645 Local Government Infrastructure Grant Program

From: City Staff

Initiated By: Montana Department of Commerce

Presented By: Cheryl Patton, Assistant City Manager

Action Requested: Approve Project List for use of HB 645 Funds

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission approve the list of projects for use of HB 645 funds attached as Exhibit A; and authorize the City Manager to process the “change of scope” request to the Montana Department of Commerce”.

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

Staff Recommendation: Staff recommends that the City Commission approve the project list attached as Exhibit A for submittal to the Montana Department of Commerce as a “change in scope” from the projects approved in HB 645. These funds were appropriated through the Montana Reinvestment Act for the Local Government Infrastructure Grant Program.

Background: The City of Great Falls was approved for funding in the amount of \$957,754 by HB 645 during the 2009 state legislature. The funding specified two projects: West Bank Roadway Construction and Civic Center Roof Replacement.

Significant Impacts

The “change in scope” application to the Montana Department of Commerce is necessary because the West Bank Roadway project was substantially completed prior to the date of fund availability. Therefore, a substitute list of projects must be submitted to MDOC for the City to access full funding appropriated to the City by HB 645. Projects must be included that can have the funds expended by September 2010.

Citizen Participation

Citizens may comment during City Commission consideration of the agenda item at the meeting.

Workload Impact

Since staff will be responsible to administer the contracts, report monthly on the funds expended, the contractors utilized and the jobs created/retained; workload impact will be more time consuming with the addition of four new projects replacing the single West Bank Roadway project.

Purpose

The purpose of the Local Government Infrastructure Grant Program under the Montana Reinvestment Act is the same as for the United States American Recovery and Reinvestment Act; to stimulate the economy, create jobs and reinvest in the infrastructure of Montana's cities and towns. Projects must meet the following criteria:

- (i) Designing, erecting, repairing, and remodeling public buildings or making energy efficiency improvements to public buildings;
- (ii) Designing, constructing, and repairing sewers, sewage treatment and disposal plants, waterworks, and reservoirs;
- (iii) Designing, constructing, and repairing bridges, docks, wharves, breakwaters, and piers;
- (iv) Designing, constructing, reconstructing, improving, maintaining, and repairing roads;
- (v) Acquiring, opening, or widening any street and improving the street by designing, constructing, reconstructing, and repairing pavement, gutters, sidewalks, curbs and vehicle parking strips;
- (vi) Designing, building, renovating, and equipping parks and other recreation facilities; and
- (vii) Installing street lighting.

Project Work Scope

Projects recommended are included in Exhibit A.

Evaluation and Selection Process

Staff reviewed projects that could be completed within the time designated and that met the criteria above. Projects were recommended that did not have the potential for funding through other sources such as CDBG, CTEP, etc.

Concurrences: Staff's recommendations have not been submitted to other agencies or bodies for concurrence.

Fiscal Impact: The City has the potential to receive \$957,754 from the State of Montana for projects that fit the criteria.

Alternatives: The City Commission can approve any substitutions to the list recommended by staff that fit the criteria listed above.

Attachments/Exhibits:

Exhibit A

EXHIBIT A

House Bill 645 Local Government Infrastructure Grant

Project List

(i)	Civic Center Partial Re-roof	\$160, 000
(ii)	Police Dept Re-roof	180,000
(iii)	Civic Center Theater Air Conditioning	275,000
(iv)	Convention Center Air Conditioning	195,000
(v)	Broadwater Bay Boat Dock Parking	147,000

Costs are estimates. Projects are recommended to be funded in the priority order shown. Funding available to the City of Great Falls is \$957, 754.00



Item: American Recovery and Reinvestment Act (ARRA) – CTEP Projects

From: Andrew Finch, Senior Transportation Planner

Initiated By: Planning Department

Presented By: Bill Walters, Interim Planning Director

Action Requested: City Commission approve the Bay Drive Trail projects for American Recovery and Reinvestment Act funding and approve an Agreement Modification for the Bay Drive Bike/Ped Path project

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/deny) the Bay Drive Trail projects for funding with Transportation Enhancement funds available through the American Recovery and Reinvestment Act of 2009, and the ARRA Project Agreement Modifications for the Bay Drive Bike/Ped Path project.”

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

Staff Recommendation: That the Commission concur in staff’s recommendation for selection of the Bay Drive Trail projects for use of ARRA enhancement funds, replacing previously approved enhancement projects along the Sun River and 3rd Avenue NW.

Background: The American Recovery and Reinvestment Act of 2009 (ARRA) includes a requirement that 3% of surface transportation funds provided to states through the Act be spent on Transportation Enhancement activities. For Montana, this equates to approximately \$6 million for eligible projects. In Montana, enhancement projects are typically developed through the Community Transportation Enhancement Program (CTEP), although that is not a strict requirement for ARRA funds.

Through the assistance of our local legislators, most especially Rep. Mehlhoff and Sen. Schmidt, Great Falls secured a State commitment of \$1,000,000 in ARRA funds for local enhancement projects, and this commitment has been approved by the Montana Transportation Commission.

On April 7, 2009, the Commission approved two new transportation enhancement projects for funding with ARRA funds, made available through the Montana Department of Transportation. Subsequently, the Montana Department of Transportation and Federal Highway Administration met with staff and requested the funds instead be spent on projects that were more “shovel ready,” and identified the two current Bay Drive Trail CTEP projects as candidates. A July 1, 2009 memorandum (Attachment 1), a copy of which the Commission received, outlined the intent to change local ARRA-funded projects.

The Bay Drive Bike/Ped Path project would receive approximately \$256,000 in ARRA funding, while the Bay Drive Bike/Ped Path Phase II project would receive approximately \$744,000.

Concurrences: ARRA funding for the two Bay Drive Trail projects is supported by the Trails Working Group and Recreational Trails, Inc.

Fiscal Impact: There would be no fiscal impact to the City, other than staff time to guide development of the projects. The projects would continue to be developed as CTEP projects through administration by the City Planning Department, with input from the Trails Working Group.

ARRA projects are 100% funded, with no local match requirement. In addition, it is anticipated that approximately \$675,000 in previously committed CTEP allocations would be freed for other projects.

Alternatives: The City Commission could alternatively:

- 1) deny approval of the use of ARRA funds for the Bay Drive Bike/Ped Path project and deny approval of the ARRA Project Agreement Modifications; and/or,
- 2) deny approval of the use of ARRA funds for the Bay Drive Bike/Ped Path Phase II project.

Attachments: 1) July 1, 2009 Andrew Finch memorandum
2) Bay Drive Projects location map

ARRA PROJECT AGREEMENT MODIFICATIONS

The State of Montana, acting by and through its Department of Transportation, hereinafter called the "State", and the City of Great Falls, hereinafter the called the "City", entered into a Project Agreement in 2003 (attached) that provided for the design and construction of a hard-surfaced bicycle and pedestrian path. This project known as Control Number 5050, BAY DRIVE BIKE/PED PATH-GTF, is to be funded through the Community Transportation Enhancement Program (CTEP), and the American Recovery and Reinvestment Act (ARRA) of 2009.

Subsequent to the original Project Agreement, ARRA funding has become available for this project. To reflect changes in the project's costs, funding sources, and to better define the State's and City's oversight and management responsibilities needed to develop and construct this locally administered project, the State and City agree to modify the original 2003 Project Agreement as set forth below.

Under WITNESSETH, the first and fifth paragraphs are replaced by the following:

THAT, WHEREAS, the City proposes to develop and construct a Community Transportation Enhancement Program (CTEP) / American Recovery and Reinvestment Act (ARRA) funded project, Control Number 5050, titled BAY DRIVE BIKE/PED PATH-GTF; and,

WHEREAS, the estimated cost of the project's development and construction totals \$304,500; and,

After NOW, THEREFORE, ...

Sections 4, 5, 8, 9, 12, 13 and 17, will be modified to read:

4. The initial federal-aid program to be requested for the development and construction of this project, by federal-aid account, is as follows:

Federal-Aid Program (CTEP/ARRA Funds) Account by Project Phase

[9102] Preliminary Engineering (CTEP) (including environmental documentation)	\$	48,500
[9202] Right-of-Way/Easement Acquisition	\$	-0-
[9302] Incidental Construction (utility relocation involvement)	\$	-0-
[9402] Construction Engineering (ARRA) (including contract administration and inspections)	\$	20,000
[9502] Construction (ARRA)	\$	236,000
Total	\$	<u>304,500</u>

City of Great Falls	Project	ARRA Funds	CTEP Funds	City Match
TOTAL	\$ 304,500	\$ 256,000	\$ 41,991	\$ 6,509

5. The City will solicit for competitive bids and award a contract to construct the project. The solicitation for the construction contract must be by competitive bid. The City will administer any construction contract and provide the supervision, inspection and documentation required to satisfactory complete the project. The City will conduct a mandatory pre-construction meeting to be attended by all involved parties, including, but not limited to, representatives of the City, State, FHWA, consultants, subconsultants, contractors, and all subcontractors. The preconstruction conference will include discussion of ARRA-related requirements as well as viewing a fraud training video to be furnished by the State. The State will perform a final project review to ensure substantial compliance with project plans, specifications, and estimates.

8. The City will be responsible for providing all required ARRA employment reporting. The City will submit electronically the most current ARRA employment and wage reporting form provided by the State's CTEP office for all City employees and any consultant, subconsultant, contractor, and subcontractor it may employ in the project's development and construction. The report for each calendar month must be submitted to the State's CTEP Office by the 7th day of the following month, or the last working day before the 7th if the 7th falls on a holiday or weekend. A project employee is any City employee, consultant, subconsultant, contractor or subcontractor working on the project, including supervisors, that will be paid with ARRA funds. Material suppliers are not considered project employees for reporting requirements.

9. The City will allow inspection of all work and project related records by the personnel or agents of the State, FHWA, and the Office of the Inspector General (OIG). Project related records include, but are not limited to: consultant and contractor contracts; construction advertising, bidding, and award documentation; payroll/payment records; Civil Rights documentation; and construction inspection reports, materials testing reports, and materials certifications, including Buy America certifications for iron and steel products incorporated into the project per the construction contract specifications.

12. The City will be responsible for \$6,509 and the federal participation will be \$297,991 of the estimated total project cost of \$304,500. The City will be responsible for 100% of the project costs exceeding the proposed \$304,500 required to complete the work described above.

13. The City will submit a claim once each month detailing items and quantities of acceptable work completed during the previous month as reported on the ARRA

employment reporting documents described above in Item 8 to the State's CTEP Office for Project costs that are incurred. The request will be accompanied by documentation substantiating the amount requested.

17. Because ARRA funds are tied to obligation and spending requirements, the Preliminary Engineering phase of the project must be complete and ready for bid advertisement by January 15th, 2010. The Construction and Construction Engineering phases must be substantially complete by December 31st, 2010.

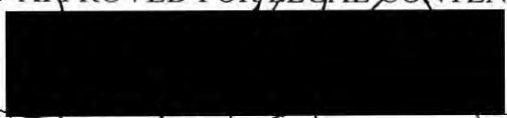
All other terms of the original agreement will remain in full force.

IN WITNESS WHEREOF, the Department's authorized representative has signed on behalf of the State of Montana, and the City Manager of the City of Great Falls, has signed and affixed hereto the seal of the City.

STATE OF MONTANA, DEPARTMENT OF TRANSPORTATION

By _____, 2009

APPROVED FOR LEGAL CONTENT


MDT Legal Counsel

GREAT FALLS CITY COMMISSION

Date approved by the Great Falls City Commission: _____

CITY OF GREAT FALLS

Gregory T. Doyon, City Manager

Memorandum (via e-mail)



Planning Department

To: Greg Doyon, City Manager
Cc: Jim Rearden, Dave Dobbs, Bill Walters, Marty Basta
From: Andrew Finch, Senior Planner
Date: July 1, 2009
Re: ARRA Funded Transportation Enhancement Projects

Due to increased federal emphasis on expeditious expenditure of ARRA (American Reinvestment and Recovery Act) dollars, the Montana Department of Transportation and Federal Highway Transportation met with the City of Great Falls officials on June 16, 2009, to discuss methods to expedite expenditure of ARRA dollars currently allocated to local transportation enhancement projects.

It was the consensus of the meeting that Great Falls staff would analyze two existing enhancement projects (Bay Drive Trail Phase I and Bay Drive Trail Phase II) to see if these projects could go to construction sooner than the Sun River Trail and 3rd Avenue NW Streetscape projects, which has previously been identified as the best candidates for ARRA funding. Also, both the State and Federal Highway Administration changed their policy on project programming, which would accommodate existing projects for ARRA funding, rather than requiring them to be new projects. This, too, will allow for more expeditious spending of the funds, which is a major goal of the Recovery Act.

The Planning Department reviewed the status of the two Bay Drive Trail projects and determined that they could go to construction late this year, or at least could be let for bid by February 2010. Therefore, staff has proceeded to work with the Montana Department of Transportation to begin the process to shift funding for the two projects from CTEP to ARRA.

It is worth noting that MDT committed to aiding Great Falls in any way to ensure these projects are constructed before the February deadline, and also offered to "make good" the commitment to provide Great Falls with \$1 million in project dollars. In other words, Great Falls would not lose any funds by shifting projects, although the source of additional funds may be non-ARRA dollars.

This action will also:

- 1) Free local CTEP dollars for other projects. The City should discuss at a future date whether these dollars should be shifted to the Sun River Trail and 3rd Ave NW projects.
- 2) Remove matching requirements for both Bay Drive projects. These projects were to be matched by RTI (Recreational Trails, Inc.) and will have these matching dollars freed to expend on further area trail improvements.



Item: Addendum Agreement for Pine Hill PUD
From: Bill Walters, Interim Planning Director
Initiated By: Nancy Clough, Property Owner/Developer
Presented By: Bill Walters, Interim Planning Director
Action Requested: City Commission approve Addendum Agreement for Pine Hill PUD

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/deny) the Addendum Agreement for Pine Hill PUD.”

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

Staff Recommendation: Representatives of the Public Works and Planning Departments recommend the City Commission approve the Addendum Agreement for the Pine Hill Planned Unit Development (PUD).

Background: The City Commission during a meeting held September 4, 2007, approved the Annexation Agreement related to the Pine Hill PUD consisting of 13 proposed single family dwelling units located along the west side of Huckleberry Drive immediately south of Bel-View Palisade Addition. Said Agreement obligates the Owner to complete the installation of public infrastructure to serve said PUD within two years of the date of the above mentioned Annexation Agreement or September 4, 2009.

Nancy Clough, developer of Pine Hill PUD, has requested the deadline for installation of public infrastructure in the Pine Hill PUD be extended. City staff review of the request found no adverse effects should result by granting a twenty four (24) month extension.

Concurrences: Public Works and Planning Department staffs have reviewed and concur in approving the requested extension.

Fiscal Impact: Approval of the Addendum Agreement is not expected to have any financial impact to the City.

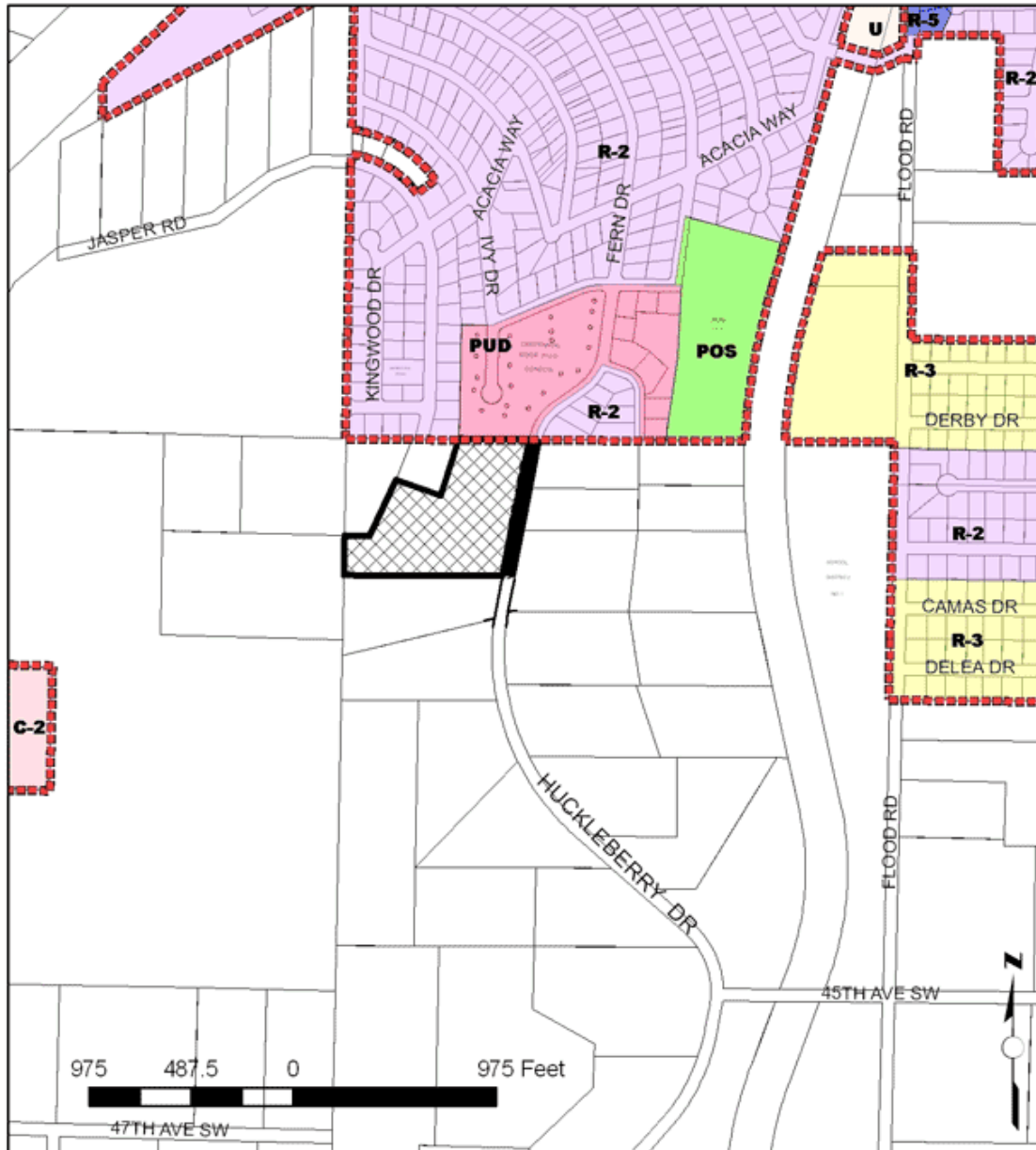
Alternatives: The City Commission could disapprove the Addendum Agreement, but that would create a noncompliant situation for the developer.












Attachments/Exhibits:

1. Vicinity/Zoning Map
2. Addendum Agreement for Pine Hill PUD

Cc: Jim Rearden, Public Works Director
Dave Dobbs, City Engineer
Nancy Clough, 3700 Huckleberry Drive, 59404

VICINITY/ZONING MAP



-  PINE HILL ADDITION, APPROVED BY THE COMMISSION FOR ANNEXATION AND ASSIGNED A CITY ZONING CLASSIFICATION OF "PUD" PLANNED UNIT DEVELOPMENT ON SEPTEMBER 4, 2007
-  PORTION OF HUCKLEBERRY DR ANNEXED SIMULTANEOUSLY WITH PINE HILL ADDITION
-  City Limits
-  R-5 Multi-family medium density
-  PUD Planned unit development
-  R-2 Single-family medium density
-  C-2 General commercial
-  U Unincorporated enclave
-  R-3 Single-family high density
-  POS Parks and Open Space
-  Tracts of land outside City

ADDENDUM AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2009, by and between NANCY T. CLOUGH, 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".

WITNESSETH;

WHEREAS, on the 4th day of September, 2007, Owner and City entered into an Annexation Agreement for Pine Hill Minor Subdivision and Planned Unit Development in the SW1/4 of Section 22, Township 20 North, Range 3 East, Cascade County, Montana; and,

WHEREAS, Paragraph 5. of said Agreement obligates Owner to complete the installation of public infrastructure to serve said subdivision within two years of the date of the above mentioned Annexation Agreement or September 4, 2009; and,

WHEREAS, Owner has petitioned City to extend the deadline for installation of remaining public infrastructure in Pine Hill Minor Subdivision, for twenty four (24) months or until September 4, 2011;

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED as follows:

1. That Paragraph 5. of the Annexation Agreement for Pine Hill Subdivision, dated September 4, 2007, is hereby amended to read as follows:

PUBLIC IMPROVEMENTS

Owner hereby agrees to complete by September 4, 2011, the installation of the sanitary sewer, storm sewer and water improvements, street paving, conduit for wiring for potential future public roadway lighting facilities, and curb and gutter to serve Subdivision, according to plans referenced in the Paragraph 2.B. above and filed in the City Engineer's office and in accordance with standards of City.

2. That all other terms and conditions contained in said Annexation Agreement dated September 4, 2007, excepting Paragraph 5., remain in full force and effect.

3. The provisions, covenants and terms of this Agreement shall be placed of record in the records of Cascade County, Montana, shall run with the land and shall be binding upon all devisees, heirs, successors and assigns of the signators affixed hereto.

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 the City)

APPROVED FOR LEGAL CONTENT:

City Attorney

OWNER

By: _____
Nancy T. Clough

STATE OF MONTANA)

:ss.
County of _____)

On this ____ day of _____, 2009, before me, the undersigned, a Notary Public for the State of Montana, appeared NANCY T. CLOUGH, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that She executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year hereinabove first written.

Notary Public for the State of Montana

Notary Public (Printed or Typed)
Residing at _____, Montana
My Commission expires: _____

(NOTARIAL SEAL)



Item: 2009 Community Transportation Enhancement Program - Prioritized Projects

From: Sherry Marshall, Transportation Planner I

Initiated By: Great Falls Planning Advisory Board

Presented By: Bill Walters, Interim Planning Director

Action Requested: Approve prioritized list of 2009 CTEP Projects

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission approve the prioritized list of 2009 Community Transportation Enhancement Program projects, as recommended by the Planning Board.”

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

Planning Board Recommendation: On August 11, 2009, the Planning Board recommended the Commission approve the attached prioritized list of 2009 Community Transportation Enhancement Program projects.

Background: In May of this year, the Great Falls Planning Board solicited proposals from organizations, City Departments and others with a possible interest in the Program. Proposals were solicited through direct e-mailings, as well as paid advertisements in the Great Falls Tribune. Review of the applications began shortly after the June 30 submittal deadline. The proposal review and prioritization process involved a special Planning Board meeting to hear presentations from the applicants, as well as time spent by Board members reviewing each of the proposals and individually completing an evaluation sheet. As a result of the review process, the Planning Board recommends the attached list of projects (Exhibit 1) for consideration by the City Commission.

Of the eight proposals received, three were recommended for receipt of 2009 CTEP allocations. A fourth project is recommended for funding contingent upon additional CTEP funds becoming available. The remaining four projects cannot be funded this year because of the limited CTEP funds available. Applicants whose projects do not receive funding this year will be encouraged to submit applications for future CTEP allocations.

The three projects being recommended for approval are listed below, in order of preference.

1. **GIBSON PARK LIGHTING** – This proposal was submitted by the Great Falls Park and Recreation Department. It includes installation of approximately thirty period style light poles and necessary electrical services along the pedestrian walkway in Gibson Park. CTEP funds requested: \$103,896
2. **BIKE ROUTE SIGNAGE** – This proposal was submitted by Recreational Trails, Inc. (RTI). The project includes appropriate site identification, prioritization and installation of approximately 101 signs along on-street bike routes as identified in the 2009 Great Falls Transportation Plan. CTEP funds requested: \$20,659
3. **1ST AVENUE SOUTH STREETSCAPE** – This proposal was submitted by the Great Falls Business Improvement District (BID). It includes improvements to the south side of 1st Avenue South between 2nd and 3rd Streets South. Plans include construction of 500 feet of ADA-compliant concrete sidewalk and curb, two bulb-out corners, four ramps, six boulevard trees, three period street lights, one bicycle rack, one decorative planting boulder, and two garbage receptacles. CTEP funds requested: \$206,047

The project that is recommended for approval contingent upon additional CTEP funds becoming available is:

1. **20TH STREET SOUTH SIDEWALK** – This proposal was submitted by the University of Great Falls, and includes constructing 1,085 ft of ADA-compliant sidewalk, curb, and ramps on the east side of 20th Street South from 11th Avenue South to 15th Avenue South. CTEP funds requested: \$64,528.00

The four projects that are not recommended for funding this year are:

1. **RIVERVIEW PATH LANDSCAPING** – This application was submitted by Great Falls Public Works. The project includes landscaping along both sides of a new bike/pedestrian trail. The project would enhance the north side of Smelter Avenue between Division Road and Riverview B. Landscaping would include irrigation, trees, shrubs, grass, and xeriscaped areas. CTEP funds requested: \$121,683
2. **23RD STREET SOUTH SIDEWALK II** – This application was submitted by the Great Falls Housing Authority. The project includes construction of 400 feet of concrete sidewalk and ADA compliant ramps along the east side of 23rd Street South between 15th and 16th Avenues South. CTEP funds requested: 34,547
3. **RAILROAD HISTORY EXHIBIT** – This application was submitted by the Montana Museum of Railroad History. The project includes construction of a caboose exhibit including fencing, ADA-compliant walkway, viewing area, patio seating, and landscaping. CTEP funds requested: \$32,035
4. **POLICE DEPARTMENT REHAB II** – This application was submitted by the Great Falls Police Department. The project includes design and installation of an

alternative treatment to the current 2,350 square feet of cinder block window covering, located on the exterior of the police department building. CTEP funds requested: \$76,234

If approved by the City Commission, the projects recommended to be funded will be sent to the Montana Department of Transportation (MDT) for final approval. The Planning staff would then work closely with both MDT and the applicants to develop and implement the projects.

Concurrences: Representatives from the City Planning Department and the Great Falls Planning Advisory Board have reviewed and recommended the proposed projects and CTEP allocations as listed in Exhibit 1.

Financial Impact: Of the \$332,478 available to the City this year, funding of the recommended projects would commit \$330,602 with the remaining \$1,876 of unallocated funds placed in the CTEP reserve account. The anticipated financial impacts of individual projects are as follows:

1. Required match for the Gibson Park Lighting project would be provided by the Peoples Park and Recreation Foundation/Park Trust, with the City providing necessary repairs and maintenance through a fund established by the Peoples Park and Recreation Foundation.
2. The Bike Route Signage project would be matched by Recreational Trails, Inc. with the City accepting the newly installed signs into City inventory, providing maintenance for signs placed on City rights-of-way.
3. Required match for the 1st Avenue South Streetscape would be provided by the Business Improvement District (BID). The BID, along with adjacent property owners, would provide general maintenance of the streetscape. Sidewalk maintenance would be provided by the City as prescribe by State law and the City of Great Falls Municipal Code. Street light maintenance would be provided by the City through the special lighting district and boulevard trees would be maintained by the City Forester, with funding from the BID.
4. The fourth project, if funded would be maintained by the City and adjacent property owner as prescribed by State law and the City of Great Falls Municipal Code.

Alternatives: The City Commission could vote to distribute the CTEP funds differently than the Planning Advisory Board recommends. Another alternative would be to allocate none of the 2009 CTEP funds, placing them instead into the CTEP reserve account.

Attachments/Exhibits:

1. 2009 Prioritized List of CTEP Projects (Exhibit 1)

2009 PRIORITIZED LIST OF CTEP PROJECTS - CITY OF GREAT FALLS					\$332,478
PROJECT DESCRIPTION	RANK	PROJECT \$	Other Funds	MATCH \$	available for allocation
					CTEP \$
GIBSON PARK LIGHTING Installation of period lighting along pedestrian path in Gibson Park	1	\$120,000	\$0	\$16,104	\$103,896
BIKE ROUTE SIGNAGE Installation of signs identifying on-street bike routes as identified in the 2009 Great Falls Transportation Plan	2	\$23,861	\$0	\$3,202	\$20,659
1ST AVE S STREETScape Construction of sidewalk/streetscape on the south side of 1st Avenue South between 2nd and 3rd Streets South	3	\$237,984	\$0	\$31,937	\$206,047
20TH ST S SIDEWALK* Construction of a sidewalk on the east side 20th Street South between 11th and 15th Avenues South	4	\$0	\$0	\$0	\$0
RIVERVIEW PATH LANDSCAPING Landscaping adjacent to new trail along the north side of Smelter Avenue between Division Road and Riverview B	5	\$0	\$0	\$0	\$0
23RD ST S SIDEWALK Construction of a sidewalk/ramps along the east side 23rd Street South between 15th and 16th Avenues South	6	\$0	\$0	\$0	\$0
RAILROAD HISTORY EXHIBIT Development of a Caboose Exhibit for the Montana Museum of Railroad History located at Montana ExpoPark	7	\$0	\$0	\$0	\$0
POLICE DEPARTMENT REHAB - II Restoration work for the exterior of the Great Falls Police Department building	8	\$0	\$0	\$0	\$0
TOTALS:		\$381,845	\$0	\$51,244	\$330,601
2009 FUNDS TO BE LEFT UNALLOCATED:					\$1,877

* Project to be funded if CTEP funds become available



Item: Minor Plat Forest Glen South Business Park Addition
From: Charles Sheets, Planner I
Initiated By: Forest Glen L.L.C., Property Owner/Developer
Presented By: Bill Walters, Interim Planning Director
Action Requested: City Commission approve the Minor Plat and Findings of Fact.

Suggested Motions:

1. Commissioner moves:

“I move that the City Commission (approve/deny) the Minor Plat of Forest Glen South Business Park Addition and the Findings of Fact.”

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

Planning Board Recommendation: The Planning Board has recommended the City Commission approve the Minor Plat Forest Glen South Business Park Addition and accompanying Findings of Fact, subject to the following conditions: 1) incorporation of correction of any errors or omissions noted by staff on the Minor Plat; 2) provision of a notification clause regarding soil conditions; 3) provision of easements as recommended by the City Engineer; and 4) restriction allowing only one additional approach from 26th Street South to the Minor Plat of Forest Glen South Business Park Addition.

Background: The Planning Office is in receipt of an application from Forest Glen L.L.C., regarding the subdivision of Lot 1A, Block 1, Forest Glen South Addition. Subject Lot 1A is vacant land between Forest Glen South Condominiums and the west boundary of 26th Street South. The applicant originally intended to develop the property and lease space to businesses. The applicant now intends to subdivide Lot 1A into 5 parcels and dedicate Bobcat Way as a public street.

For additional information, please refer to the attached Vicinity/Zoning Map, reduced draft copy of the Minor Plat and proposed site plan of Lot 1, Block 2, Forest Glen South Business Park Addition.

Access to the parcels within said Minor Plat will continue to be provided from 26th Street South by way of the dedication of Bobcat Way. The developer has agreed to chip seal Bobcat Way

before turning it over to the City for maintenance. Developers will be required to meet City sidewalk requirements. Easements will be provided for additional utilities to run north & south from Bobcat Way and servicing the individual parcels.

A water main was installed previously and service lines stubbed to the proposed property lines. A sanitary sewer main is being extended from the Forest Glen South Condominiums to serve Lots 1 – 3, Block 2. Storm water drainage ponds in Sand Hills Park were installed as a part of the development that has occurred to date. As the remaining five lots are developed, a storm water plan will be reviewed by the City.

Said Lot 1A is zoned M-1 Mixed use district. This district is intended to accommodate a balance and harmonious mixture of commercial, residential and institutional uses. Projected land uses within the subdivision will be primarily light commercial and medical related.

The developers of each lot in the subdivision will be required to adhere to all standard review and recommendations for development of buildings, parking and landscaping as required by the City.

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

Fiscal Impact: Approval of the Minor Plat involves the City assuming maintenance responsibility for Bobcat Way. However, the roadway was recently constructed to City standards and if it is chip sealed, it should not require any significant maintenance for an extended period of time.

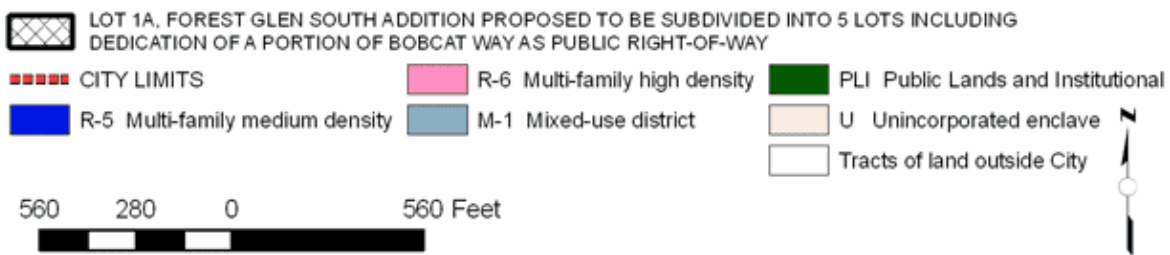
Alternatives: If there are justifiable reasons to do so, the City Commission could deny the requested action to the extent allowed in City Code and State Statute.

Attachments/Exhibits:

1. Vicinity/Zoning map
2. Minor Plat
3. Site Plan for Lot 1, Block 2, of Minor Plat
4. Findings of Fact

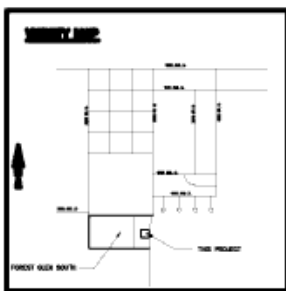
Cc: Jim Rearden, Public Works Director
Dave Dobbs, City Engineer
Forest Glen L.L.C., P.O. Box K, Black Eagle, MT 59414
Woith Engineering, 1725 41st St S, Great Falls MT 59405

VICINITY/ZONING MAP



MINOR PLAT OF FOREST GLEN SOUTH BUSINESS PARK

AN ADDITION TO THE CITY OF GREAT FALLS
A SUBDIVISION LOCATED IN THE SE 1/4, SECTION 18, SW 1/4, SECTION 17,
T 20N, R 4E, P.M., MT, CASCADE COUNTY, MONTANA,
INCORPORATING THEREIN THE VACATED PORTION OF 26TH STREET SOUTH

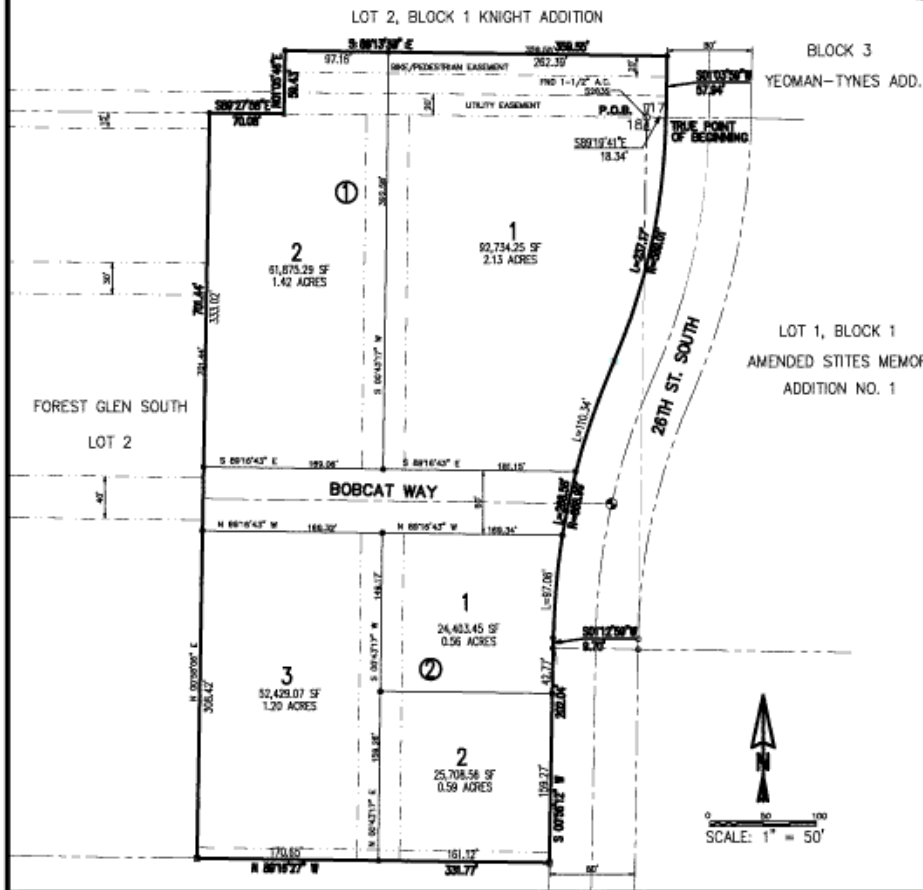


BASIS OF BEARING

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

AREAS

STREET 267,637.99 SF = 0.47 ACRES
LOTS 267,166.62 SF = 0.96 ACRES
TOTAL AREA 277,798.01 SF = 6.30 ACRES



CERTIFICATE OF SURVEY

We, the undersigned property owners, do hereby certify that we have caused to be arranged and plotted into lots, blocks, streets and avenues as shown by the attached amended plat, the tract of land to be known as the AMENDED PLAT OF FOREST GLEN SOUTH BUSINESS PARK to the City of Great Falls, a subdivision in the SE 1/4, Section 18, T20N, R4E, P.M., Cascade County, Montana, more fully described as follows:

Beginning at the west quarter corner of said Section 18; thence S 89°19'42" E along the east-west subdivision line of said Section 18, a distance of 143.34 feet to the western edge of the City of Great Falls; thence the TRUE POINT OF BEGINNING; thence southerly along aforementioned right of way as a horizontal curve to the right having a radius of 380.21 feet, a distance of 237.16 feet; thence southerly along said right of way as a horizontal curve to the left having a radius of 468.49 feet, a distance of 347.07 feet; thence S 27°12'19" W along said right of way a distance of 4.76 feet; thence S 89°19'12" W along said right of way a distance of 238.24 feet to the south-west corner of Lot 14 of above mentioned subdivision; thence S 89°19'12" W a distance of 221.77 feet to the south-west corner of said Lot 14; thence S 1°02'30" W a distance of 730.44 feet to the south-west corner of said Lot 14; thence S 89°27'59" E a distance of 75.08 feet along the northern boundary of Lot 14; thence S 89°19'12" W a distance of 39.45 feet to the eastern boundary of Lot 2, Block 1 of the right addition to Great Falls; thence S 89°17'07" W a distance of 206.22 feet to the western edge of the City of Great Falls; thence S 89°17'07" W along said right of way a distance of 37.41 feet to the TRUE POINT OF BEGINNING, containing 4.38 acres.

The above described tract of land is to be known and designated as the AMENDED PLAT OF FOREST GLEN SOUTH BUSINESS PARK, in the City of Great Falls, Cascade County, Montana.

FORREY, INC.

FORREY, INC.

CITY OF GREAT FALLS

CITY OF GREAT FALLS

On this _____ day of _____, 2010, before me, a Notary Public, to and for the State of Montana, personally appeared _____ AMENDED, known to me to be the person that executed the foregoing Certificate of Subdivision and acknowledged to me that he executed the same.

CITY OF GREAT FALLS
Notary Public, State of Montana
Residing at Great Falls, Montana
By _____

CERTIFICATE OF MONUMENTS

I, MALE E. SCHNEPP, Professional Engineer and Land Surveyor, Montana Reg. No. 22662, do hereby certify that in July, 2009, I performed the survey of the tract of land shown on the attached AMENDED PLAT OF FOREST GLEN SOUTH BUSINESS PARK, in the City of Great Falls, Cascade County, Montana, as described in the Certificate of Subdivision, and that the survey was made in accordance with the provisions of Title 76, Chapter 4, Part 4, MCA.

MALE E. SCHNEPP, TITLE
Montana Reg. No. 22662

CERTIFICATE OF GREAT FALLS PLANNING BOARD

We, the undersigned, Great Falls Planning Board, do hereby certify that the AMENDED PLAT OF FOREST GLEN SOUTH BUSINESS PARK, in the City of Great Falls, Cascade County, Montana, has been submitted to Great Falls Planning Board for the submission by them and was found by them to conform to law and was approved at a meeting held on the _____ day of _____, 2010.

JOSH WARDEN, President, Great Falls Planning Board
BILL WALTON, Secretary, Great Falls Planning Board

CERTIFICATE OF PUBLIC WORKS DIRECTOR

I, JIM BEARDSLEY, Public Service Director for the City of Great Falls, Montana, do hereby certify that I have examined the accompanying AMENDED PLAT OF FOREST GLEN SOUTH BUSINESS PARK, in 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 stated adjacent land, so that no discontinuance will result and I do hereby approve the same on this _____ day of _____, 2010.

JIM BEARDSLEY, Public Service Director, City of Great Falls

CERTIFICATE OF CITY MANAGER

I, BRADLEY T. BOYDA, City Manager of the City of Great Falls, Cascade County, Montana, do hereby certify that the AMENDED PLAT OF FOREST GLEN SOUTH BUSINESS PARK, in 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.

BRADLEY T. BOYDA, City Manager, City of Great Falls, Montana

CERTIFICATE OF AVAILABILITY OF AERIAL PHOTOGRAPHY

I, BRADLEY T. BOYDA, 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 aerial photography for the survey of water and other natural resources is available for the above described property, namely, the location of the City of Great Falls, Cascade County, Montana, and that the certificate is made pursuant to Section 76-6-124, MCA, thereby satisfying the Clerk and Recorder of Cascade County, Montana to record the accompanying plat. Dated this _____ day of _____, 2010.

BRADLEY T. BOYDA, City Manager, City of Great Falls, Montana

CERTIFICATE CONCERNING WITH PARK OR PLAYGROUND

I, BRADLEY T. BOYDA, 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 no park or playground is required within the plat area of the AMENDED PLAT OF FOREST GLEN SOUTH BUSINESS PARK, in the City of Great Falls, Cascade County, Montana, in accordance with Section 76-6-421, MCA. Dated this _____ day of _____, 2010.

BRADLEY T. BOYDA, City Manager, City of Great Falls, Montana

CERTIFICATE OF COUNTY TREASURER

I, JIM ANDERSON, County Treasurer of Cascade County, Montana, do hereby certify that I have examined the records covering the area included in the accompanying AMENDED PLAT OF FOREST GLEN SOUTH BUSINESS PARK, in the City of Great Falls, Cascade County, Montana, and that the taxes on the same have been paid for the last three years. Dated this _____ day of _____, 2010.

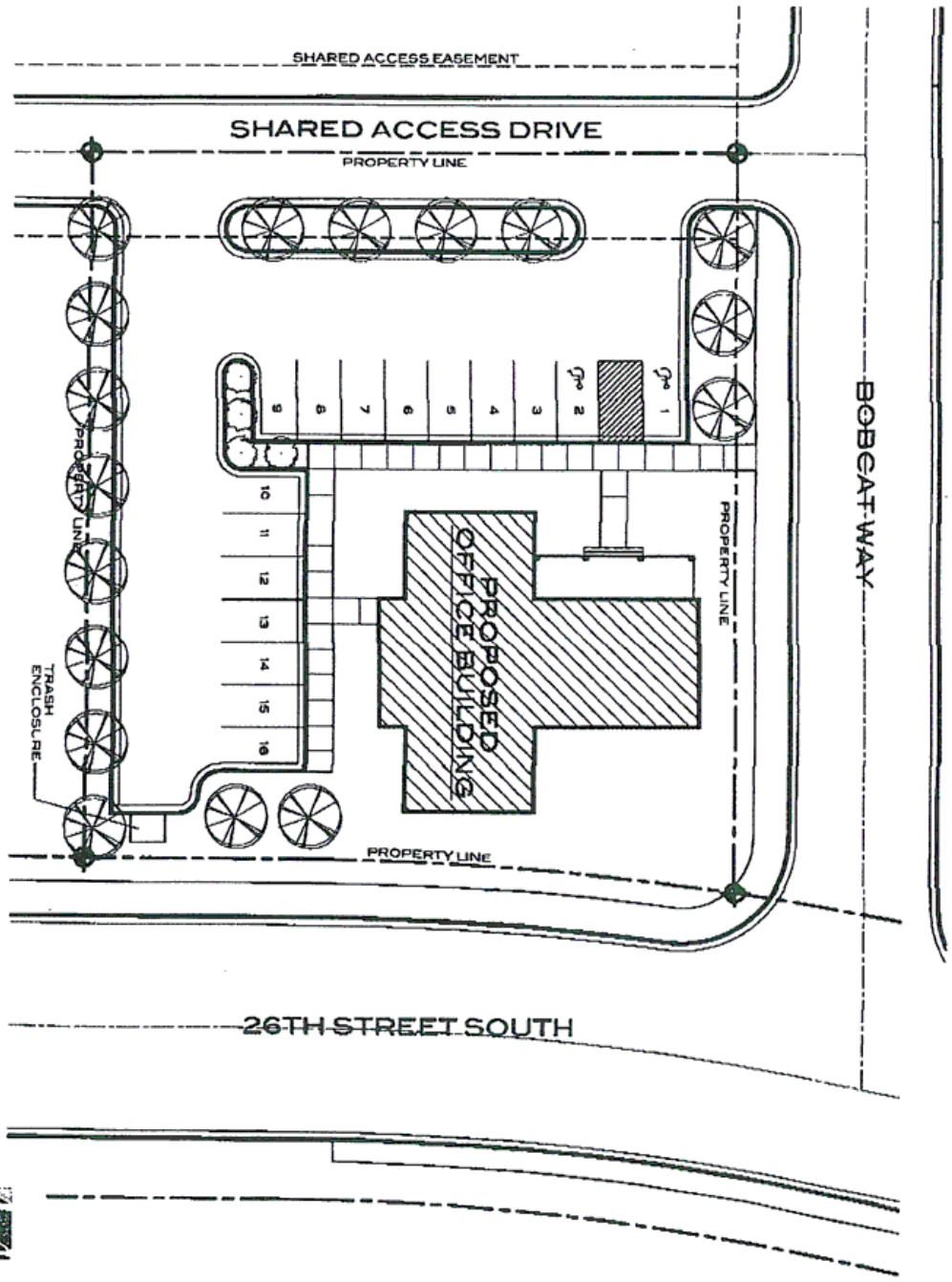
JIM ANDERSON, Cascade County Treasurer



LEGEND

- CURRENT ADDITION BOUNDARY
- CURRENT ADDITION LOT LINES
- CENTERLINE
- - - EXISTING PROPERTY LINE
- RECORD MEASUREMENT
- STREET MONUMENT
- () POINT OF BEGINNING
- SQUARE FEET
- SET IRON PIN AND CAP
- FOUND 3/8" REBAR
- FOUND YPC 60135
- FOUND YPC 60138
- FOUND YPC 60139A
- ① BLOCK NUMBER
- 1 LOT NUMBER





WALKER OFFICE BUILDING

PRELIMINARY SITE PLAN
SCALE: 1" = 30'-0"



**FINDINGS OF FACT
FOR MINOR PLAT FOREST GLEN SOUTH
BUSINESS PARK ADDITION,
SE¼ OF SECTION 18, T20N, R4E
CASCADE COUNTY, MONTANA
(PREPARED IN RESPONSE TO 76-3-608(3) MCA)**

I. PRIMARY REVIEW CRITERIA

Effect on Agricultural

The subdivision site is within the City Limits surrounded by urban development and is not used for agricultural purposes. The subdivision will not interfere with any irrigation system or present any interference with agricultural operations in the vicinity.

Effect on Local Services

The subdivision is within the City Limits of Great Falls and is served by City water and sewer systems. The subdivision receives law enforcement and fire protection services from the City of Great Falls. Response distance for emergency fire vehicles is two miles. The subdivision is bordered on the east side by a paved City maintained roadway which is connected to Bobcat Way, an improved roadway within the subdivision being dedicated as public right-of-way.

Effect on the Natural Environment

The subdivision is not expected to adversely affect soils or the water quality or quantity of surface or ground waters. A storm water detention facility is planned for the northeast corner of the subdivision to serve all the lots within the subdivision and to be maintained by a property owners association.

Effect on Wildlife and Wildlife Habitat

The subdivision is located within the City Limits surrounded by existing development and is not in an area of significant wildlife habitat. The subdivision will not result in closure of public access to hunting or fishing areas, nor to public lands.

Effect on Public Health and Safety

Based on available information, the subdivision does not appear to be subject to abnormal potential natural hazards such as flooding, wildfire, snow or rock slides, high winds, nor potential man-made hazards such as high voltage power lines, high pressure gas lines, nearby industrial or mining activity or high traffic volumes.

II. REQUIREMENTS OF MONTANA SUBDIVISION AND PLATTING ACT, UNIFORM STANDARDS FOR MONUMENTATION, AND LOCAL SUBDIVISION REGULATIONS

The subdivision meets the requirements of the Montana Subdivision and Platting Act and the surveying requirements specified in the Uniform Standards for Monumentation, and conforms to the design standards specified in the local subdivision regulations. The subdivider and the local government have complied with the subdivision review and approval procedures set forth in the local subdivision regulations.

III. EASEMENT FOR UTILITIES

Utilities are or will be accommodated in the existing public roadways bordering the east side of the subdivision and within proposed right-of-way and utility easements to be provided on the final minor plat.

IV. LEGAL AND PHYSICAL ACCESS

Legal and physical access to the subdivision is provided by the abutting 26th Street South which is a paved dedicated public roadway maintained by the City and Bobcat Way, a fully improved roadway being dedicated as right-of-way as part of the minor plat. The lots within the subdivision are also interconnected through access easements off of the dedicated Bobcat Way.



Item: Amended Plat, Variances and Findings of Fact, all related to Lot 6, Block 3, Community Hall Addition

From: Charles Sheets, Planner I

Initiated By: Fred W. and K. Joan Maeder, Property Owner

Presented By: Bill Walters, Interim Planning Director

Action Requested: City Commission approve the Amended Plat, Variances and Findings of Fact

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/disapprove) the following: 1) the Amended Plat of Lot 6, Block 3, Community Hall Addition; 2) variances allowing a lot width of 64.10 feet and a depth to width ratio of 3.66 to 1 for proposed Lot 6B; and 3) Findings of Fact.”

2. Mayor calls for a second, inquires from the public and calls the motion and vote.

Planning Board Recommendation: The Planning Board, during a meeting held August 11, 2009, passed a motion recommending the City Commission approve: 1) the Amended Plat of Lot 6, Block 3, Community Hall Addition; 2) variances allowing a lot width of 64.10 feet and a depth to width ratio of 3.66 to 1 for proposed Lot 6B and 3) the accompanying Findings of Fact subject to fulfillment of the following conditions; 1) correction of any errors or omissions on the Amended Plat that may be noted by staff; 2) provision of a notification clause to lot purchasers regarding soil conditions; and 3) preparation of a certificate of title by a title company for each lot, to be filed with the Amended Plat.

Background: Fred and Joan Maeder have submitted an application to subdivide Lot 6, Block 3, Community Hall Addition into two parcels. Said Lot 6 is 40,000 square feet and is occupied by a single-family residence, addressed as 2025 2nd Avenue Southwest. The residence is on the westerly 100 feet of Lot 6 (proposed Lot 6A) and the owners intend to sell the easterly 64.10 feet (proposed Lot 6B).

For additional information, please refer to the attached Vicinity/Zoning Map and reduced copy of drawing portion of proposed Amended Plat.

The Amended Plat fronts upon 2nd Avenue Southwest which is a public right-of-way that is paved and maintained by the City to a rural standard. The public roadways serving the suburban residential neighborhood contain no curb, gutter or sidewalk. The property is on the protected side of the Sun River Levee.

City water and sanitary sewer mains are available in 2nd Avenue Southwest to serve the proposed parcel. Any new construction upon proposed Lot 6B would be required to pay City utility tapping and connection fees. The residence on proposed Lot 6A is connected to City water and sanitary sewer.

Subject parcel is presently zoned R-1 Single-family suburban district, wherein the minimum parcel size is 15,000 square feet, the minimum lot width is 90 feet and the maximum depth to width ratio is 3 to 1. The Lots within the proposed Amended Plat meet the size requirement, but variances will be necessary to accommodate the lot width of 64.10 feet for Lot 6B and the depth to width ratio of 3.66 to 1. The Land Development Code provides a dimensional variance shall only be granted when the evidence shows a finding can be made that each of the following conditions exists:

1. The variance is not contrary to the public interest.
2. A literal enforcement would result in unnecessary hardship, owing to conditions unique to the property.
3. The spirit of the Land Development Code would be observed and substantial justice done by granting the variance.

As the existing development on Lot 6 restricts the subdivision options and the configuration of proposed Lot 6B will not be out of character with the majority of the existing parcels in the neighborhood, staff concludes the above cited conditions are substantially met.

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

Fiscal Impact: The City should not experience any additional fiscal impact as a result of approving the requested action.

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

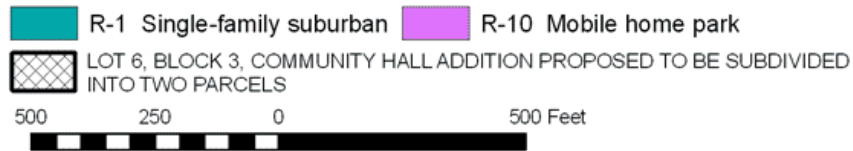
Attachments/Exhibits: Vicinity/Zoning Map, Reduced copy of Amended Plat and Findings of Fact

Cc: Jim Rearden, Public Works Director
Dave Dobbs, City Engineer
Fred and Joan Maeder, P.O. Box 2707, Great Falls, MT 59403-2707

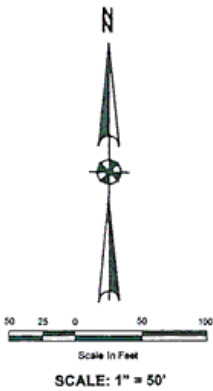
VICINITY/ZONING MAP



ZONING

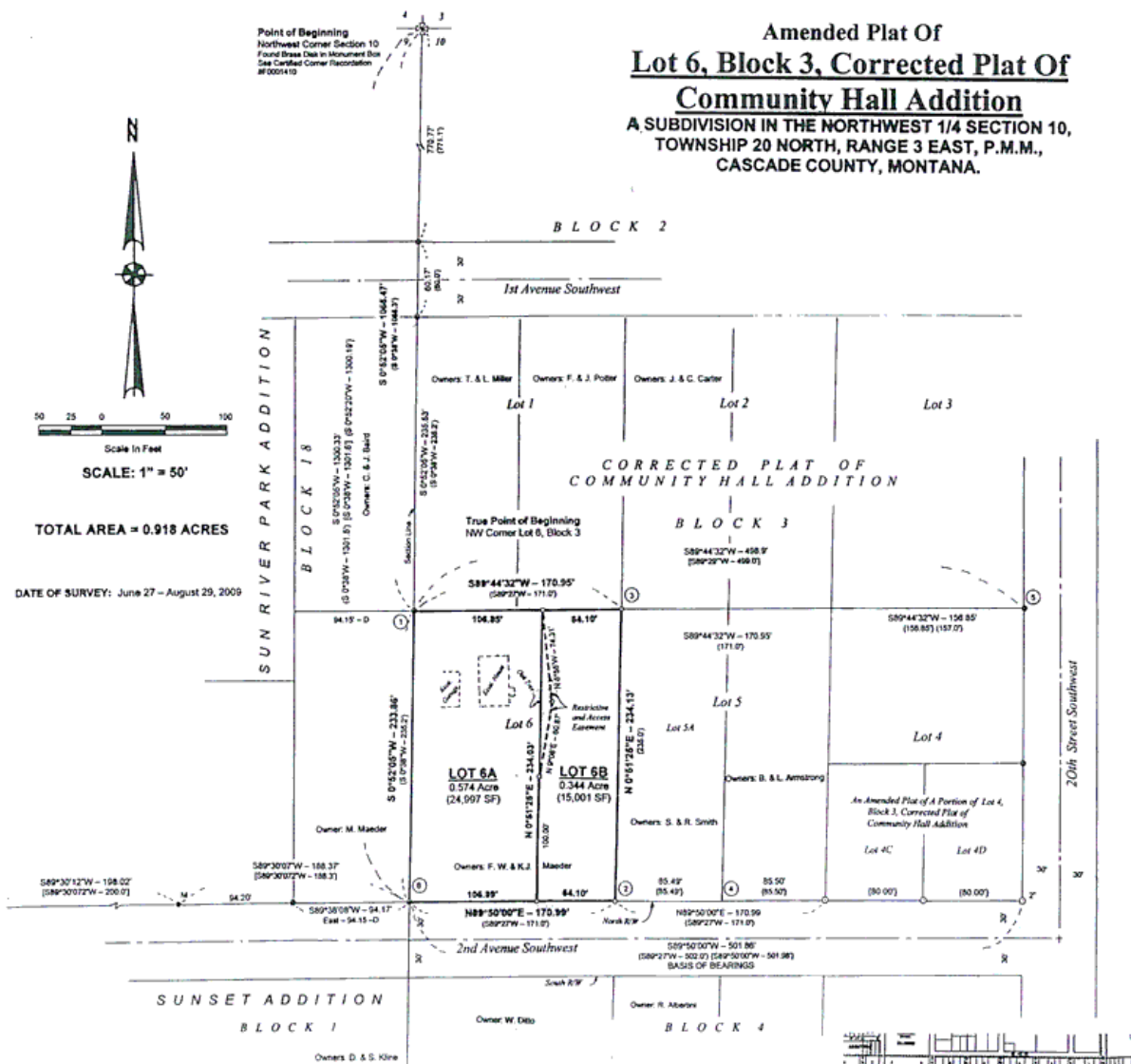


**Amended Plat Of
Lot 6, Block 3, Corrected Plat Of
Community Hall Addition**
A SUBDIVISION IN THE NORTHWEST 1/4 SECTION 10,
TOWNSHIP 20 NORTH, RANGE 3 EAST, P.M.M.,
CASCADE COUNTY, MONTANA.



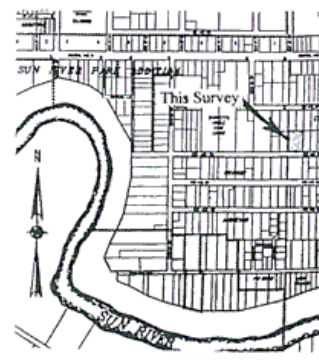
TOTAL AREA = 0.918 ACRES

DATE OF SURVEY: June 27 - August 29, 2009



- NOTES:**
1. FOUND 1-1/2" IRON PIPE S89°44'32"W - 0.17 FEET FROM CORNER LOCATION
 2. FOUND 5/8" IRON PIN WITH YPC "MONTANA 23765" - S29°55'W - 1.14 FEET FROM SET MONUMENT AT CORNER LOCATION
 3. FOUND 5/8" IRON PIN WITH NO CAP S35°12'E, 0.35 FEET FROM SET MONUMENT AT CORNER LOCATION
 4. FOUND 5/8" IRON PIN WITH YPC "MONTANA 23765" - S22°58'W - 0.88 FEET FROM CORNER LOCATION
 5. FOUND 3/4" IRON PIPE N89°44'32"E - 0.16 FEET FROM CORNER LOCATION PER AN AMENDED PLAT OF A PORTION OF LOT 4, BLOCK 3, CORRECTED PLAT OF COMMUNITY HALL ADDITION
 6. FOUND 5/8" IRON PIN WITH YPC "MONTANA 23765" - S 9°14'W - 0.99 FEET FROM FOUND 1-1/2" IRON PIPE MONUMENT AT CORNER LOCATION
 7. IT WAS NOT THE INTENT OF THIS SURVEY TO LOCATE OR SHOW ALL EASEMENTS WHICH MAY AFFECT THE SUBJECT PROPERTY.

- LEGEND**
- Set 5/8" Iron Pin With YPC "MONTANA 45436"
 - Found 1/2" Iron Pin With Orange Plastic Cap "96225"
 - Found 5/8" Iron Pin With YPC "20965"
 - Found 3/4" Iron Pipe
 - Found 1-1/2" Iron Pipe
 - Found Aluminum Cap "BARB LS11870" - 1.114" Unless Otherwise Noted
 - 1 Record Plat Corrected Plat of Community Hall Addition to Great Falls
 - 1 Record Plat Sun River Park Addition to Great Falls plat
 - 1 Record Plat An Amended Plat of A Portion of Lot 4, Block 3, Corrected Plat of Community Hall Addition
 - 2 Record Plat Deed
 - 2 See Note 2
 - YPC Yellow Plastic Cap



**FINDINGS OF FACT
FOR AMENDED PLAT OF LOT 6, BLOCK 3,
COMMUNITY HALL ADDITION, LOCATED IN NW¼ SECTION 10,
TOWNSHIP 20 NORTH, RANGE 3 EAST, GREAT FALLS
CASCADE COUNTY, MONTANA
(PREPARED IN RESPONSE TO 76-3-608(3)MCA)**

I. PRIMARY REVIEW CRITERIA

Effect on Agricultural

The subdivision site is in a suburban residential neighborhood and is not used for agricultural purposes. The subdivision will not interfere with any irrigation system or present any interference with agricultural operations.

Effect on Local Services

The subdivision is in the City Limits of the City of Great Falls and is served by the Great Falls Police and Fire Departments. Response distance for emergency fire vehicles is 2.25 miles. City water and sanitary sewer mains exist in the abutting portion of 2nd Avenue SW. Access to subject property is provided by the abutting 2nd Avenue SW which is maintained as a paved rural roadway by the City.

Effect on the Natural Environment

The subdivision is not expected to adversely affect soils or the water quality or quantity of surface or ground waters. Subject property is presently occupied by a single-family residence. The purpose of the subdivision is to create a second parcel that would accommodate a new dwelling unit.

Effect on Wildlife and Wildlife Habitat

The subdivision is surrounded by urban development. The subdivision is not in an area of significant wildlife habitat and will not result in closure of public access to hunting or fishing areas, nor to public lands.

Effect on Public Health and Safety

The subdivision is protected from flooding of the Sun River by the levees of the West Great Falls Flood Control District. Based on available information, the subdivision is not subject to other abnormal potential natural hazards such as wildfire, snow or rock slides, nor potential man-made hazards such as high voltage power lines, high pressure gas lines, high traffic volumes, or mining activity.

II. REQUIREMENTS OF MONTANA SUBDIVISION AND PLATTING ACT, UNIFORM STANDARDS FOR MONUMENTATION, AND LOCAL SUBDIVISION REGULATIONS

The subdivision meets the requirements of the Montana Subdivision and Platting Act and the surveying requirements specified in the Uniform Standards for Monumentation, and with the approval of two variances; 1) the minimum lot width and 2) the depth to width ratio, the subdivision will conform to the design standards specified in the local subdivision regulations. The subdivider and the local government have complied with the review and approval procedures set forth in the local subdivision regulations.

III. EASEMENT FOR UTILITIES

Utilities are and can be accommodated in the existing abutting public right-of-way for 2nd Avenue SW.

IV. LEGAL AND PHYSICAL ACCESS

Legal and physical access to the subdivision is provided by the abutting 2nd Avenue SW which is a dedicated roadway, maintained by the City of Great Falls.