



City Commission Agenda

for

June 2, 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

NEIGHBORHOOD COUNCILS

1. Miscellaneous reports and announcements.

PUBLIC HEARINGS

2. Sale of City Property, Lot 3H of Amended Plat of Lot 3, Medical Tech Park. Approves sale of land to Premier Care Pediatrics in the amount of \$195,683. Action: Conduct public hearing and approve or deny sale of land. *(Presented by: Mike Rattray)*
3. Northview Addition, Phase 4, located along a segment of 37th Avenue Northeast immediately east of 9th Street Northeast. *(Presented by: Bill Walters)*
 - A. Res. 9828, Annexes property. Action: Conduct joint public hearing and adopt or deny Res. 9828 and approve or disapprove the Final Plat and Annexation Agreement.
 - B. Ord. 3037, Assigns City zoning classification of PUD Planned unit development district. Action: Conduct joint public hearing and adopt or deny Ord. 3037.

OLD BUSINESS

NEW BUSINESS

ORDINANCES/RESOLUTIONS

4. Res. 9832, Resolution of Intent to Recreate the Business Improvement District. Action: Adopt or deny Res. 9832 and set public hearing for July 7, 2009. *(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.*

5. Minutes, May 19, 2009, Commission meeting.
6. Total Expenditures of \$761,074 for the period of May 13-27, 2009, to include claims over \$5000, in the amount of \$511,887.
7. Contracts list.
8. Lien Release list.

9. Set public hearing for June 16, 2009, to consider approval of the Great Falls Soccer Park lease agreement.
10. Approve Mutual Aid and Assistance Agreement for Water and Wastewater Utilities.
11. Award construction contract to Coleman Construction, Inc. in the amount of \$44,500 for the Agri-Business Park Sewer Lift Station #30 Generator Slab and Drainage Improvements.
12. Approve Change Order No. 1 to Planned and Engineered Construction, Inc. in the amount of \$16,980 for the Sanitary Sewer Trenchless Rehabilitation, Phase 13.
13. Approve Change Order No. 2 to Dick Anderson Construction, Inc. in the amount of \$57,832.50 for the Water Treatment Plant Headhouse Floor Replacement.
14. Approve Change Order No. 2 in the amount of \$1560.80 to Kuglin Construction and Final Payment in the amount of \$2,475 to Kuglin Construction and \$25 to the State Miscellaneous Tax Division for the 2008 CDBG Handicap Ramps project.

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

BOARDS & COMMISSIONS

15. Reappointment, Police Commission. Reappoints Martin Sinclair to the Police Commission for a three-year term beginning July 1, 2009, through June 30, 2012.
16. Reappointment, Business Improvement District. Reappoints Hayley Lenington-Leray to the Business Improvement District for a four-year term through June 30, 2013.
17. Miscellaneous reports and announcements.

CITY MANAGER

18. 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*)

19. Miscellaneous reports and announcements.

CITY COMMISSION

20. Miscellaneous reports and announcements.

MOTION TO ADJOURN



Item: Sale of City Property, Lot 3H of Amended Plat of Lot 3, Medical Tech Park

From: Mike Rattray, Community Development Director

Initiated By: Community Development Department

Presented By: Mike Rattray, Community Development Director

Action Requested: Conduct Public Hearing and Approve Sale of Land

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 the City Commission (approve/deny) the sale of Lot 3H of the Amended Plat of Lot 3, Medical Tech Park to Premier Care Pediatrics in the amount of \$195,683.00.”

2. Mayor calls for a second, discussion, and calls for the vote. (Requires four-fifths vote of Commission)
-

Staff Recommendation: After conducting the public hearing, staff recommends the City Commission approve the sale of City land to Premier Care Pediatrics in the amount of \$195,683.00.

Background: In 2004, in conjunction with development of the Centene project, the City of Great Falls purchased an additional ten acres for the purpose of creating a subdivision that would provide office development sites that would be in harmony with the institutional type of development currently taking place in this part of the community. On July 18, 2006, the City Commission approved the final plat of the ten acre site, which created eight lots of approximately 1.1 acre in size. Staff obtained an appraisal that established the fair market value of the land at a minimum of \$4.00 per square foot with a range up to \$4.50 per square foot. The City sold the first lot on September 5, 2006, for \$4.00 per square foot for the purpose of constructing a new Social Security building. The City sold the second lot on July 1, 2008, for \$4.25 per square foot for construction of a Homeland Security building.

Staff was recently contacted by a local doctor who was interested in a site for a new office building and has requested that staff offer Lot 3H for sale. A public notice for a bid opening was placed in the newspaper on May 10, 2009, for a bid opening to be conducted on May 20, 2009. The minimum bid price was established at \$4.25 per square foot.

Significant Impacts: Sale of the parcel and construction of new office building will expand the tax base.

Citizen Participation: In addition to the public notice for the bid opening, a public notice of the public hearing to be conducted by the City Commission was placed in the newspaper on May 17, 2009. Only one bid was received.

Workload Impacts N/A

Purpose N/A

Project Work Scope N/A

Evaluation and Selection Process N/A

Conclusion: The City created the Medical Tech Park subdivision for the specific purpose of offering lots for sale for the development of professional offices so this sale is consistent with achievement of that goal.

Proceeds of the sale will go toward the debt incurred to develop the property, i.e. sewer, water, pavement, etc.

Concurrences: N/A

Fiscal Impact: At the minimum bid price of \$4.25 per square foot, the lot sale will result in a sale price of at least \$195,683.

Alternatives: The City Commission can approve or deny the sale of the land.

Attachments/Exhibits: Notice To All Bidders
Public Notice

NOTICE TO ALL BIDDERS

SALE OF CITY-OWNED PROPERTY

NOTICE IS HEREBY GIVEN that the City of Great Falls, Montana, will receive sealed bids at the City Clerk's Office, Room 202, Civic Center Building, #2 Park Drive, Great Falls, Montana, until 3:00 p.m., May 20, 2009, at which place and time they will be publicly opened, read and considered, together with all bidding for the sale and development of the City-owned land more particularly described as follows:

Lot 3H, Amended Plat of Lot 3, Medical Tech Park Subdivision, Great Falls, MT

Each and every bid shall be accompanied by a cashier's check, drawn on a responsible bank, payable to the City of Great Falls, for an amount which will be not less than ten percent (10%) of the aggregate of the enclosed bid. Minimum bid for the land shall not be less than the appraised value as indicated below:

The minimum bid price shall be \$4.25 per square foot or \$195,683

The bids shall be marked on the outside: "Bid on City-owned land to be opened May 20, 2009.

Map exhibits of the land to be sold are on file in the Community Development Department of the City of Great Falls. Potential bidders are encouraged to contact Mike Rattray, Community Development Director, for additional information prior to submitting a bid.

The City Commission of the City of Great Falls reserves the right to reject any or all bids and accept any bid should it be deemed in the public interest to do so.

BY ORDER OF THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA.

Lisa Kunz, City Clerk

PUBLICATION DATE: May 10, 2009

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that the City Commission of the City of Great Falls, Montana, will conduct a public hearing in the Commission Chambers, Civic Center Building, at 7:00 p.m. on June 2, 2009, for the purpose of considering the sale of a parcel of City-owned land described below.

Lot 3H of Amended Plat of Lot 3, Medical Tech Park, Great Falls, MT

Map exhibits delineating the parcel for sale are available for review in the Community Development Department at the Civic Center. Any person who wants to provide comment may do so at the public hearing or may provide written comment by mailing said comments to: City Clerk, City of Great Falls, P.O. Box 5021, Great Falls, MT 59403.

Lisa Kunz
City Clerk

PUBLICATION DATE: May 17, 2009



Item: Public Hearing – Resolution 9828 to Annex and Ordinance 3037 to Assign City Zoning to Northview Addition, Phase 4

From: Charles Sheets, Planner I

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

Presented By: Bill Walters, Interim Planning Director

Action Requested: City Commission adopt/approve Resolution 9828, Ordinance 3037, the Final Plat and Annexation Agreement all pertaining to Northview Addition, Phase 4.

Public Hearing:

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

Suggested Motions: (Each motion to be separately considered)

1. Commissioner moves:

“I move that the City Commission (adopt/deny) Resolution 9828 and (approve/disapprove) the Final Plat and Annexation Agreement all pertaining to Northview Addition, Phase 4.”

and;

“I move that the City Commission (adopt/deny) Ordinance 3037.”

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

Planning Board and Zoning Commission Recommendations: The Planning Board has recommended the City Commission approve the annexation and the Final Plat of Northview Addition, Phase 4. The Zoning Commission has recommended to the City Commission that Northview Addition, Phase 4 be zoned PUD Planned unit development district, upon annexation to the City.

Background: At the conclusion of a public hearing held January 9, 2007 the Planning Board conditionally approved the preliminary plat of Northview Addition, Phases 2-7 and the Zoning Commission approved assigning a zoning classification of PUD Planned unit development

district to each phase upon annexation to the City. During a meeting held February 6, 2007, the City Commission conditionally approved the Preliminary Plat of Northview Addition Phases 2-7, as recommended by the Planning Board.

To date, the applicant has completed development of the first three phases of Northview Addition. The applicant now requests approval of the final plat of Phase 4 and the modified site plan that deviates from the previously approved preliminary plat and site plan. The subdivision is located along a segment of 37th Avenue Northeast immediately east of 9th Street Northeast.

Within the area covered by Phase 4, the previously approved preliminary plat and site plan provided for 5 conventional single-family residential lots along the north side of 37th Avenue Northeast and 6 condominium units along the south side of 37th Avenue Northeast. With the market for condominium units being more attractive than that for conventional units, the applicant proposes to replace the 5 conventional residential lots along the north side of 37th Avenue Northeast with a single lot to contain 6 residential condominium units.

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

Access to subject property will be by 9th Street Northeast. It is anticipated 37th Avenue Northeast will eventually be accessible via an extension of 12th Street Northeast, as future phases and other properties in the vicinity are subdivided and developed.

The roadway within the subdivision will be improved to City standards with paving, curb and gutter.

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

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

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

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

It is proposed that the PUD Planned unit development district site plan submitted with the preliminary plat be modified to allow construction of 6 condominiums on each side of 37th Avenue Northeast, instead of the 5 single-family lots on the north side of the Avenue and 6 condominiums on the south side of the Avenue.

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

- a) is designed in accordance with the growth policy (comprehensive plan);
- b) is designed to lessen congestion in the streets;

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

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

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

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

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

At the conclusion of a public hearing held March 24, 2009, the Zoning Commission passed a motion recommending the City Commission assign a zoning classification of PUD Planned unit development to Northview Addition, Phase 4, and the Planning Board passed a motion recommending the City Commission approve the Final Plat of Northview Addition, Phase 4, and annexation of the property contained therein, subject to fulfillment of the following conditions by the applicant:

- 1) The Final Plat of Northview Addition, Phase 4, shall incorporate correction of any errors or omissions noted by staff including provision of a notification clause to purchasers regarding soil conditions.
- 2) The final engineering drawings, specifications and cost estimates for public improvements in 37th Avenue Northeast shall be submitted to the City Public Works Department for review and approval prior to consideration of the annexation by the City Commission.
- 3) An Annexation Agreement shall be prepared containing terms and conditions for annexation of the area within the Final Plat, including agreement by applicant to:
 - a) install, within two years of the date of annexation the public improvements referenced in Paragraph 2) above;
 - b) to indemnify and hold City harmless for any damages that may be sustained as a result of adverse soil and/or groundwater conditions;
 - c) to adhere to the attached PUD Site Plan in conjunction with the development of Phase 4.
- 4) All applicable fees owed as a condition of annexation or plat approval shall be paid.

- 5) A financial surety in the amount of \$ 2,123.00 (i.e. personal check or certificate of deposit) shall be established in the name of the applicant and City for Phase 4's proportionate share of the cost of roadway and 8-inch water main in the segment of 12th Street Northeast to cross Mark 14E1, Section 36, Township 21 North, Range 3 East.

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

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

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

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

Attachments/Exhibits:

1. Resolution 9828
2. Ordinance 3037 with attached Exhibit "A"
3. Vicinity/Zoning map
4. Final Plat
5. Annexation Agreement (This attachment not available online; on file in City Clerk's Office.)

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

RESOLUTION 9828

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, TO EXTEND THE BOUNDARIES OF SAID CITY TO INCLUDE NORTHVIEW ADDITION, PHASE 4, IN SE¼ SECTION 25, TOWNSHIP 21 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:

Northview Addition, Phase 4, in SE¼ Section 25, Township 21 North, Range 3 East, P.M.M., Cascade County, Montana and containing 2.675 acres.

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: "NORTHVIEW ADDITION, PHASE 4, IN SE¼ SECTION 25, TOWNSHIP 21 NORTH, RANGE 3 EAST, P.M.M., CASCADE COUNTY, MONTANA."

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

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 2nd day of June, 2009.

Dona R. Stebbins, Mayor

ATTEST:

Lisa Kunz, City Clerk

(CITY SEAL)

APPROVED FOR LEGAL CONTENT:

David V. Gliko, City Attorney

ORDINANCE 3037

AN ORDINANCE ASSIGNING A ZONING CLASSIFICATION OF PUD PLANNED UNIT DEVELOPMENT DISTRICT TO NORTHVIEW ADDITION, PHASE 4, IN THE SE¼ SECTION 25, TOWNSHIP 21 NORTH, RANGE 3 EAST, P.M.M., CASCADE COUNTY, MONTANA

* * * * *

WHEREAS, Jim Workman Construction Co., has petitioned the City of Great Falls to annex Northview Addition, Phase 4, located in the SE¼ of Section 25, Township 21 North, Range 3 East, P.M.M., Cascade County, Montana; and,

WHEREAS, Jim Workman Construction Co., has petitioned Northview Addition, Phase 4, be assigned a zoning classification of PUD Planned unit development district, upon annexation to the City; and,

WHEREAS, notice of assigning said zoning classifications to Northview Addition, Phase 4, was published in the Great Falls Tribune advising that a public hearing on this zoning designation would be held on the 2nd day of June, 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,

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

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

Section 2. That the zoning classification of Northview Addition, Phase 4, be designated as PUD Planned unit development district, subject to the building envelopes and setbacks attached hereto as Exhibit "A" and by this reference made a part hereof.

Section 3. This ordinance shall be in full force and effect thirty (30) days after its passage and adoption by the City Commission or upon filing in the office of the Cascade County Clerk and Recorder the resolution annexing Northview Addition, Phase 4, into the corporate limits of the City of Great Falls, Montana, whichever event shall occur later.

APPROVED by the City Commission on first reading May 5, 2009.

PASSED, APPROVED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on second reading June 2, 2009.

Dona R. Stebbins, Mayor

ATTEST:

Lisa Kunz, City Clerk

(CITY SEAL)

APPROVED FOR LEGAL CONTENT:

David V. Gliko, 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 3037 in three conspicuous places within the limits of said City to-wit:

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

Lisa Kunz, City Clerk

(CITY SEAL)

P.U.D. SITE PLAN NORTHVIEW ADDITION PHASE 4

EXHIBIT "A"

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



SCALE: 1" = 50'

EXISTING CONDOMINIUMS

10.00'
UTILITY
EASEMENT

10.00'
UTILITY
EASEMENT

20' UNDERGROUND
TELEPHONE EASEMENT

NORTH RIVERVIEW
TERRACE SECTION 6

NORTHVIEW
PHASE 1

9TH ST. NE.

DIMENSIONS TYPICAL OF 3
CONDOMINIUMS ON THE NORTH
SIDE OF 37TH AVENUE NE

NORTHVIEW PHASE 2

FUTURE
DEVELOPMENT

37TH AVE NE

BOULEVARD SIDEWALK

SET BACK LINES

DIMENSIONS TYPICAL OF 3
CONDOMINIUMS ON THE SOUTH
SIDE OF 37TH AVENUE NE

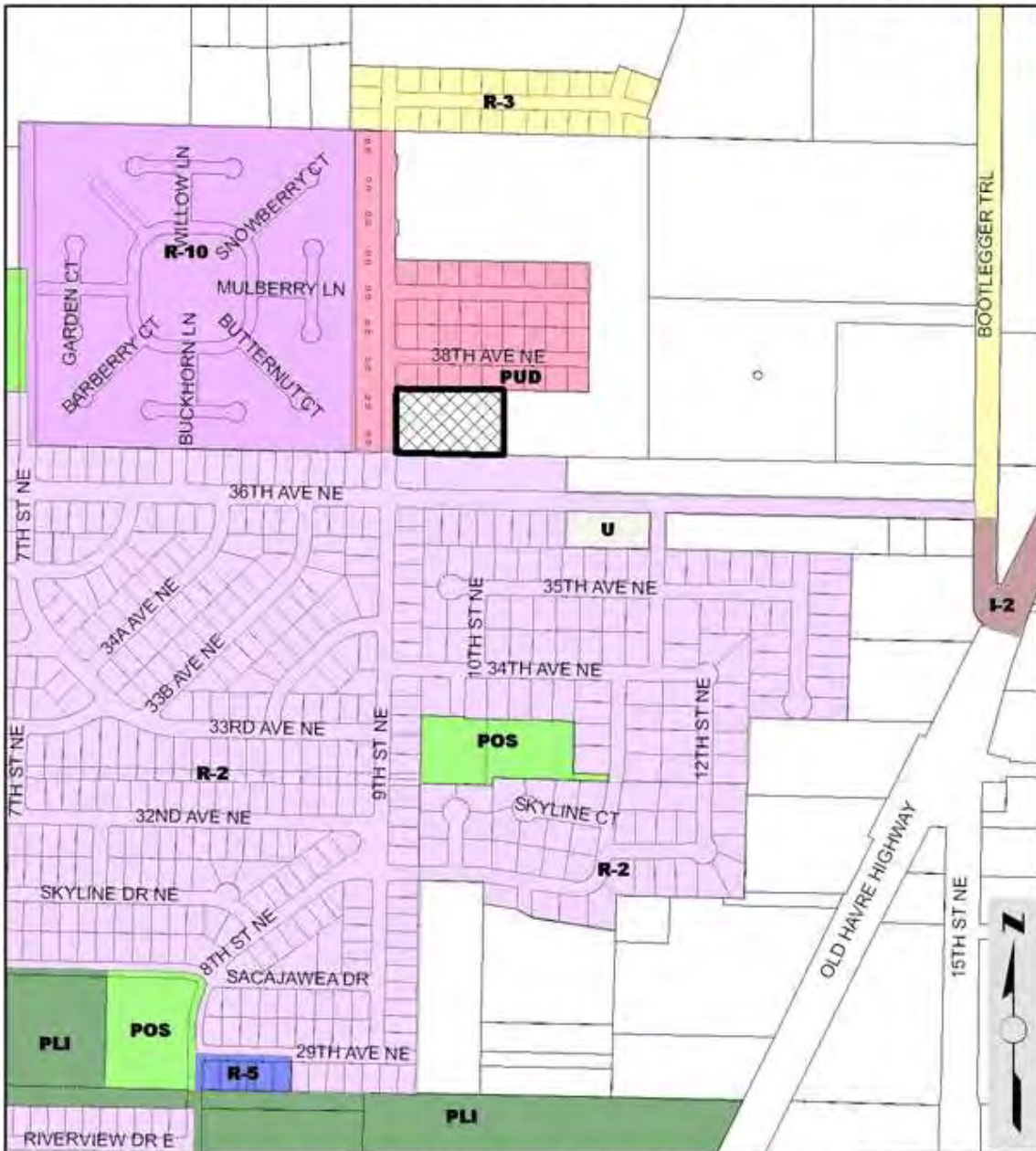
10.00'
UTILITY
EASEMENT

① BLOCK NUMBER

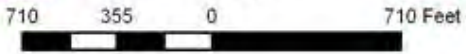
⑨ LOT NUMBER

CHURCH ADDITION

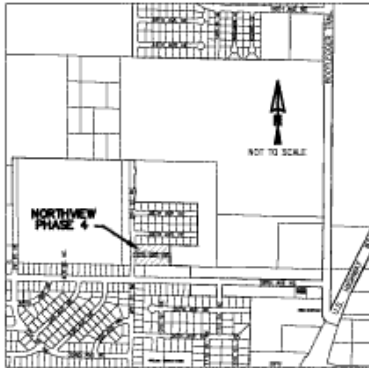
VICINITY/ZONING MAP



- PROPOSED NORTHVIEW ADDITION PHASE 4 TO BE ANNEXED TO THE CITY AND ASSIGNED A CITY ZONING CLASSIFICATION OF "PUD" PLANNED UNIT DEVELOPMENT DISTRICT UPON ANNEXATION TO THE CITY
- R-2 Single-family medium density
- R-3 Single-family high density
- R-5 Multi-family medium density
- R-10 Mobile home park
- C-1 Neighborhood commercial
- PLI Public Lands and Institutional
- POS Parks and Open Space
- PUD Planned unit development
- I-2 Heavy industrial
- U Unincorporated enclave
- Tracts of land outside City



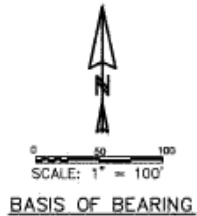
PLAT OF
NORTHVIEW ADDITION – PHASE 4
 TO THE CITY OF GREAT FALLS
 A SUBDIVISION IN THE SE 1/4, SECTION 25, T21N, R3E.,
 P.M. MT, CASCADE COUNTY, MONTANA



VICINITY MAP

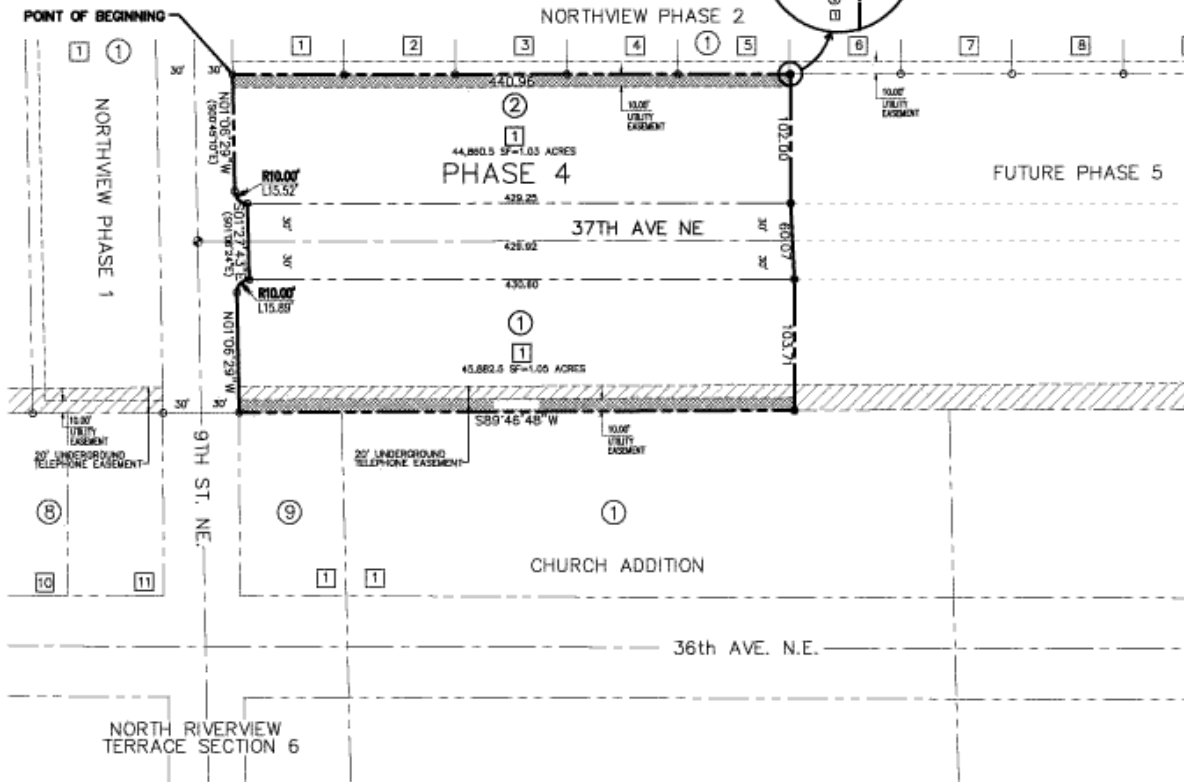
LEGEND

- SET 5/8" x 24" IRON PIN AND CAP
- FOUND IRON PIN AND CAP
- ⊙ STREET MONUMENT
- ① BLOCK NUMBER
- ① LOT NUMBER
- sf SQUARE FEET
- (0°00'00") RECORD BEARING
- ADDITION BOUNDARY
- NEW PROPERTY LINES
- EXISTING PROPERTY LINES
- EXISTING SECTION LINE
- STREET CENTER LINES
- FUTURE DEVELOPMENT
- UTILITY EASEMENTS



PHASE 4 AREAS

LOTS	90,743.0 SF	= 2.083 ACRES
STREETS	25,785.5 SF	= 0.592 ACRES
TOTAL	116,528.5 SF	= 2.675 ACRES





Item: Resolution 9832 Intention to Re-create a Business Improvement District within the City of Great Falls and set a public hearing for July 7, 2009

From: Martha Capps, Operations Supervisor

Initiated By: Business Improvement District Board of Directors

Presented By: Coleen Balzarini, Fiscal Services Director

Action Requested: Adopt Resolution 9832 and set a public hearing for July 7, 2009

1. Commissioner moves:

“I move that the City Commission (adopt/deny) Resolution 9832 and set a public hearing for July 7, 2009”

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

Staff Recommendation: Staff recommends the City Commission adopt Resolution 9832 and set a public hearing for July 7, 2009.

Background: Montana Code Annotated 7-12-1101 through 7-12-1151 provides statutory authority to the City Commission to create and appoint a board to administer a Business Improvement District (BID). Adoption of Resolution 9832 establishes the boundaries of the District (which have not changed since the initial creation of the District) and sets the public hearing for the Resolution of Re-Creation to be held on July 7, 2009.

The BID in the City of Great Falls was originally created in May 1989 and re-created July 1999. Section 7-12-1141, MCA specifies that a BID shall not be for a period longer than ten (10) years unless the duration of the district is extended in compliance with the provisions for the creation of the district.

The City of Great Falls has been presented with petitions signed by 72% of the owners which exceeds the statutorily required 60%, of the area of the property to be included in a Business Improvement District. Attached for reference is a detailed spreadsheet, by parcel number of the petition responses.

The exterior boundaries of the district are shown on the map attached as Exhibit “A” and as described on Exhibit “B” of the Resolution.

The Great Falls City Commission has determined that this purpose promotes the health, safety, prosperity, security and general welfare of the inhabitants of the City of Great Falls and the

proposed district, the people of the State of Montana, and provides special benefit to the property located within the boundaries of said district.

Also attached to this agenda is the BID Ten Year Report 2009 detailing the assessments, operations and the positive impact the district has had in the downtown area through its beautification and improvement efforts. If re-created, the Board will be presenting the BID work plan and budget to the City Commission on July 21, 2009.

Concurrences: Representatives from Fiscal Services have been assisting the Business Improvement District Board of Directors on the re-creation process.

Fiscal Impact: No direct fiscal impacts to the City are anticipated as a result of re-creating the district. All costs are assessed against the properties within the boundaries of the district.

Alternatives: The City Commission could choose to not adopt Resolution 9832 and not set a public hearing.

Attachments/Exhibits: Petition Response Spreadsheet
BID Ten Year Report 2009
Resolution 9832 w/ Exhibits "A" & "B"

Cc: Business Improvement District Board of Directors

Resolution 9832

A RESOLUTION OF INTENTION TO RE-CREATE A BUSINESS IMPROVEMENT DISTRICT WITHIN THE CITY OF GREAT FALLS, MONTANA

WHEREAS, pursuant to 7-12-1101, et seq., MCA, the City of Great Falls is authorized to create and appoint a board to administer a Business Improvement District; and,

WHEREAS, the Business Improvement District in the City of Great Falls was originally created in May 1989 and re-created July 1999; and

WHEREAS, Section 7-12-1141, MCA specifies that a Business Improvement District shall not be for a period longer than ten (10) years unless the duration of the district is extended in compliance with the provisions for the creation of the district; and

WHEREAS, in accordance with 7-12-1111 (1) MCA, the City of Great Falls has been presented with petitions signed, and on file with the City Clerk, by 72% of the owners which exceeds the statutorily required 60%, of the area of the property to be included in a Business Improvement District. The exterior boundaries of which are shown on the map attached as Exhibit "A" and as described on Exhibit "B" and which by this reference is made a part hereof; and,

WHEREAS, in accordance with 7-12-1102 MCA, the Great Falls City Commission has determined that this purpose promotes the health, safety, prosperity, security and general welfare of the inhabitants of the City of Great Falls and the proposed district, the people of the State of Montana, and provides special benefit to the property located within the boundaries of said district.

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

Section 1. That the Great Falls City Commission intends to re-create and re-establish a Business Improvement District pursuant to Section 7-12-1101, et seq., MCA, for the purposes and with the powers provided for in State Statutes.

Section 2. Said Business Improvement District would have boundaries as shown on the

attached Exhibit "A" and as described on the attached Exhibit "B" which, by this reference, is made a part thereof, provided, however, that all property owned by the United States Federal Government pursuant to federal prohibition on state or local entities imposing assessments on federal government) is specifically excluded from the Business Improvement District and is exempt from its assessments.

Section 3. The City Clerk is hereby authorized and directed to publish or cause to be published a copy of a notice of the passage of this resolution in the Great Falls Tribune a newspaper of general circulation in Cascade County on June 5, 2009 and June 12, 2009, in the form and manner prescribed by law, and to mail or cause to be mailed a copy of said notice to every person, firm, corporation, or the agent of such person, firm, or corporation having real property within the District listed in his or her name upon the last completed assessment roll for state, county, and school district taxes, at his or her last-known address, on or before the same day such notice is first published.

Section 4. Any owner of property liable to be assessed may make written protest against the re-creation of the district to be assessed. The protest must be in writing and must be delivered to the City Clerk, not later than 5:00 p.m. of the last day, within 15 days after the date of the first publication of the notice of the resolution of intention. The date and hours of receipt of the protest shall be endorsed thereon.

Section 5. A public hearing shall be held prior to action taken in regards to a Resolution of Creation, at 7:00 p.m. on July 7, 2009, in the City Commission Chambers, Civic Center #2 Park Drive S, Great Falls, Montana.

Section 6. In accordance with 7-12-1114 MCA, the Great Falls City Commission will proceed to hear and pass upon all protests at their regular meeting of July 7, 2009. Its decision shall be final and conclusive. The City Commission may adjourn the hearing from time to time. A protestant shall have the right to withdraw a protest at any time before final action thereon by the City Commission. No further action shall be taken upon the proposed district for 1 year if a written protest against the passage of the proposed resolution is filed by:

- (a) owners of property within the proposed district having a taxable valuation, when aggregated, representing not less than 50% of the total taxable valuation of property within the district;
- (b) not less than 50% of the owners of property within the district; or
- (c) owners of property within the proposed district having projected assessments, when aggregated, representing not less than 50% of the total projected assessments for property within the district.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, June 2, 2009.

Dona R. Stebbins, Mayor

ATTEST:

Lisa Kunz, City Clerk

(Seal of the City)

APPROVED FOR LEGAL CONTENT:

David V. Gliko, City Attorney

City of Great Falls Business Improvement District

Point of Beginning

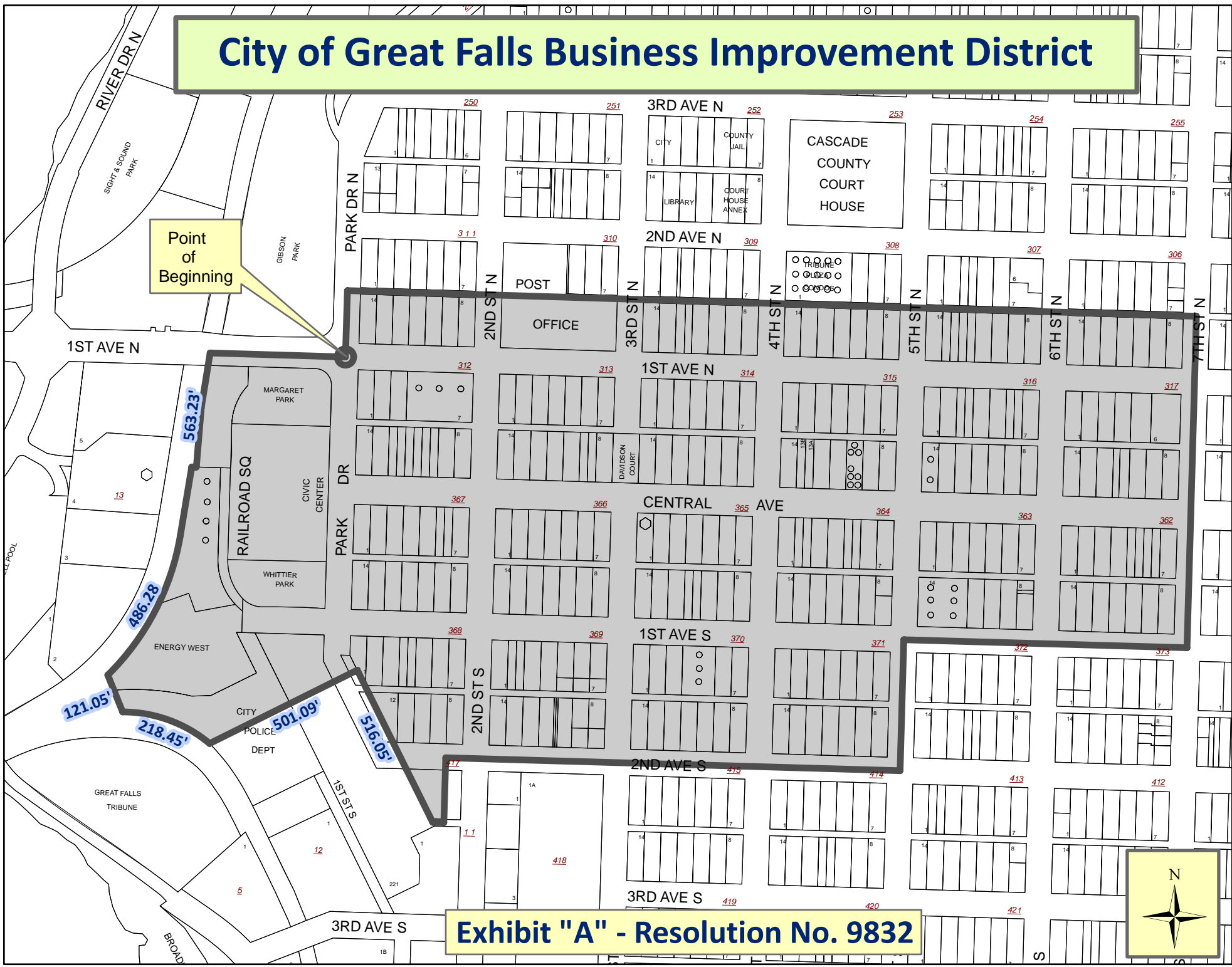


Exhibit "A" - Resolution No. 9832

City of Great Falls
Business Improvement District
Exhibit "B" Resolution No. 9832

Boundary Description

Created by City of Great Falls Mapping Department
(This is not a survey....Generated from Exhibit A of Resolution)

Point of Beginning; Beginning at the intersection of the centerline of Park Dr N and centerline of 1st Ave N;

Thence north to the intersection of the centerline of Park Dr N and the extended centerline of 2nd alley north in Block 311;
Thence east along centerline of 2nd alley north to the intersection of the centerline of 7th St N;
Thence south along centerline of 7th St S to the centerline intersection of 1st Ave S;
Thence west along centerline of 1st Ave S to the centerline intersection of 5th St S;
Thence South along centerline of 5th St S to the centerline intersection of 2nd Ave S;
Thence west along centerline of 2nd Ave S to the extended west boundary line of lot 3, Block 417;
Thence south along the west boundary line of lot 3, Block 417 to the intersection of the centerline of 3rd alley south;
Thence west to the intersection of the extended west boundary of lot 1, Block 417;
Thence northwesterly approximately 516.05 ft. to a point on the west boundary line of lot 1, Block 368;
Thence southwesterly approximately 501.09 ft. to the right of way boundary line of the BNSF Railway;
Thence approximately 218.45 ft. along a curve to the left being the right of way boundary line of the BNSF Railway;
Thence northwesterly approximately 121.05 ft. along the right of way boundary line of the BNSF Railway;
Thence along a curve to the left approximately 486.28 ft. being the right of way boundary of the BNSF Railway;
Thence northerly approximately 563.23 ft along the right of way boundary of the BNSF Railway to the intersection of the centerline of 1st Ave N;
Thence east along the centerline of 1st Ave N to the point of beginning.

Res 9832 Agenda Attachment.xls

5/29/2009

Parcel Number	Property Address	Parcel Number	Total Sq. Ft.	Footprint %	Y OR N	YES Ballot Rec'd
1	156750 625 1ST AVE N	156750	15,000	0.798%	Y	0.798%
2	156950 605 1ST AVE N	156950	37,500	1.995%	N	0.00%
3	157400 527 1ST AVE N	157400	7,500	0.399%	N	0.00%
4	157450 517 1ST AVE N	157450	15,000	0.798%	Y	0.798%
5	157500 515 1ST AVE N	157500	7,500	0.399%	Y	0.399%
6	157550 511 1ST AVE N	157550	3,750	0.199%	Y	0.199%
7	157600 509 1ST AVE N	157600	3,750	0.199%	Y	0.199%
8	157650 507 1ST AVE N	157650	3,750	0.199%	Y	0.199%
9	157700 503 1ST AVE N	157700	11,250	0.598%	Y	0.598%
10	157800 425 1ST AVE N	157800	22,500	1.197%	Y	1.197%
11	157810 415 1ST AVE N	157810	7,500	0.399%		
12	158100 104 4TH ST N	158100	7,500	0.399%	N	0.00%
13	158150 321 1ST AVE N	158150	7,500	0.399%	N	0.00%
14	158250 309 1ST AVE N	158250	4,200	0.223%		
15	158300 301 1ST AVE N	158300	15,000	0.798%		
16	158950 119 1ST AVE N	158950	15,000	0.798%	N	0.00%
17	159150 101 1ST AVE N	159150	37,546	1.997%		
18	159225 100 1ST AVE N	159225	22,500	1.197%	Y	1.197%
19	159450 127 CENTRAL AVE	159450	7,500	0.399%		
20	159500 123 CENTRAL AVE	159500	11,250	0.598%		
21	159550 117 CENTRAL AVE	159550	3,750	0.199%	N	0.00%
22	159600 115 CENTRAL AVE	159600	3,750	0.199%	N	0.00%
23	159650 113 CENTRAL AVE	159650	3,750	0.199%	N	0.00%
24	159700 111 CENTRAL AVE	159700	3,750	0.199%		
25	159725 0 NO ADDRESS ASSIGNED	159725	11,239	0.598%	Y	0.598%
26	159735 101 CENTRAL AVE	159735	7,500	0.399%	Y	0.399%
27	159800 20 3RD ST N	159800	52,490	2.792%	N	0.00%
28	159850 8 3RD ST N	159850	67,500	3.590%	Y	3.590%
29	160200 21 3RD ST N	160200	15,000	0.798%	Y	0.798%
30	160250 308 1ST AVE N	160250	7,500	0.399%	Y	0.399%
31	160300 312 1ST AVE N	160300	15,000	0.798%	Y	0.798%
32	160450 18 4TH ST N	160450	15,000	0.798%		
33	160500 321 CENTRAL AVE	160500	15,000	0.798%	Y	0.798%
34	160550 317 CENTRAL AVE	160550	7,500	0.399%	Y	0.399%
35	160600 313 CENTRAL AVE	160600	7,500	0.399%	Y	0.399%
36	160650 309 CENTRAL AVE	160650	7,500	0.399%	Y	0.399%
37	160900 426 1ST AVE N	160900	15,000	0.798%	Y	0.798%
38	160950 2 5TH ST N APT. 101	160950	15,000	0.798%	Y	0.798%
39	161050 415 CENTRAL AVE	161050	7,500	0.399%	Y	0.399%
40	161100 411 CENTRAL AVE	161100	7,500	0.399%	Y	0.399%
41	161150 407 CENTRAL AVE	161150	3,750	0.199%	N	0.00%
42	161200 405 CENTRAL AVE	161200	3,750	0.199%	Y	0.199%
43	161250 403 CENTRAL AVE	161250	7,500	0.399%	Y	0.399%
44	161300 13 5TH ST N	161300	15,000	0.798%	Y	0.798%
45	161450 508 1ST AVE N	161450	3,750	0.199%	N	0.00%
46	161600 510 1ST AVE N	161600	22,500	1.197%	Y	1.197%
47	161650 526 1ST AVE N	161650	11,250	0.598%	Y	0.598%
48	161700 525 CENTRAL AVE	161700	22,500	1.197%		
49	161750 513 CENTRAL AVE	161750	7,500	0.399%	Y	0.399%
50	161800 511 CENTRAL AVE	161800	15,000	0.798%	N	0.00%
51	162050 621 CENTRAL AVE	162050	15,000	0.798%	N	0.00%

Res 9832 Agenda Attachment.xls

5/29/2009

Parcel Number	Property Address	Parcel Number	Total Sq. Ft.	Footprint %	Y OR N	YES Ballot Rec'd
52	162100 617 CENTRAL AVE	162100	7,500	0.399%		
53	162150 615 CENTRAL AVE	162150	4,500	0.239%	Y	0.239%
54	162200 613 CENTRAL AVE	162200	3,000	0.160%	Y	0.160%
55	162250 609 CENTRAL AVE	162250	7,500	0.399%	Y	0.399%
56	162300 3 6TH ST N	162300	15,000	0.798%	Y	0.798%
57	189100 600 CENTRAL AVE	189100	45,000	2.393%	Y	2.393%
58	189150 608 CENTRAL AVE	189150	7,500	0.399%		
59	189200 612 CENTRAL AVE	189200	7,500	0.399%	Y	0.399%
60	189250 618 CENTRAL AVE	189250	3,750	0.199%	Y	0.199%
61	189300 616 CENTRAL AVE	189300	3,750	0.199%	Y	0.199%
62	189350 622 CENTRAL AVE	189350	3,750	0.199%	Y	0.199%
63	189400 620 CENTRAL AVE	189400	3,750	0.199%	Y	0.199%
64	189450 626 CENTRAL AVE	189450	7,500	0.399%	Y	0.399%
65	189500 26 7TH ST S	189500	15,000	0.798%	N	0.00%
66	189550 621 1ST AVE S	189550	7,500	0.399%	N	0.00%
67	189700 500 CENTRAL AVE	189700	15,000	0.798%	Y	0.798%
68	189750 508 CENTRAL AVE	189750	7,500	0.399%	Y	0.399%
69	189800 514 CENTRAL AVE	189800	7,500	0.399%	N	0.00%
70	189850 518 CENTRAL AVE	189850	7,500	0.399%	Y	0.399%
71	189900 6 6TH ST S	189900	15,000	0.798%	Y	0.798%
72	189950 12 6TH ST S APT. A	189950	1,499	0.080%	Y	0.080%
73	190000 14 6TH ST S	190000	566	0.030%	Y	0.030%
74	190050 16 6TH ST S	190050	5,535	0.294%	Y	0.294%
75	190150 523 1ST AVE S	190150	7,500	0.399%	Y	0.399%
76	190200 519 1ST AVE S	190200	7,500	0.399%	Y	0.399%
77	190250 513 1ST AVE S	190250	7,500	0.399%	N	0.00%
78	190350 400 CENTRAL AVE	190350	67,500	3.590%		
79	190450 412 CENTRAL AVE	190450	7,500	0.399%	Y	0.399%
80	190500 416 CENTRAL AVE	190500	3,750	0.199%	Y	0.199%
81	190550 420 CENTRAL AVE	190550	11,250	0.598%	Y	0.598%
82	190600 426 CENTRAL AVE	190600	7,500	0.399%	Y	0.399%
83	190650 14 5TH ST S	190650	3,750	0.199%	Y	0.199%
84	190700 24 5TH ST S	190700	3,750	0.199%	Y	0.199%
85	190800 300 CENTRAL AVE	190800	22,500	1.197%	Y	1.197%
86	190950 300 CENTRAL AVE	190950	0	0.000%	Y	0.000%
87	191050 316 CENTRAL AVE	191050	15,000	0.798%	Y	0.798%
88	191100 322 CENTRAL AVE	191100	7,500	0.399%	Y	0.399%
89	191150 324 CENTRAL AVE	191150	7,500	0.399%	Y	0.399%
90	191300 0 NO ADDRESS ASSIGNED	191300	15,000	0.798%	Y	0.798%
91	191400 202 CENTRAL AVE	191400	15,000	0.798%	Y	0.798%
92	191450 208 CENTRAL AVE	191450	7,500	0.399%	N	0.00%
93	191500 220 CENTRAL AVE	191500	30,000	1.596%	Y	1.596%
94	191550 215 1ST AVE S	191550	52,500	2.792%	Y	2.792%
95	191600 100 CENTRAL AVE	191600	22,500	1.197%	Y	1.197%
96	191700 114 CENTRAL AVE	191700	18,750	0.997%		
97	191750 122 CENTRAL AVE	191750	11,250	0.598%		
98	191950 117 1ST AVE S	191950	15,000	0.798%	Y	0.798%
99	192100 106 1ST AVE S	192100	15,333	0.816%	Y	0.816%
100	192150 112 1ST AVE S	192150	11,250	0.598%	Y	0.598%
101	192200 114 1ST AVE S	192200	11,250	0.598%	Y	0.598%
102	192300 124 1ST AVE S APT. 17	192300	15,000	0.798%		

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5/29/2009

Parcel Number	Property Address	Parcel Number	Total Sq. Ft.	Footprint %	Y OR N	YES Ballot Rec'd
103	192350 110 2ND ST S	192350	7,500	0.399%	Y	0.399%
104	192400 123 2ND AVE S	192400	7,500	0.399%	Y	0.399%
105	192450 115 2ND AVE S	192450	7,500	0.399%	Y	0.399%
106	192500 117 PARK DR S	192500	20,016	1.065%	Y	1.065%
107	192550 200 1ST AVE S	192550	15,000	0.798%		
108	192650 208 1ST AVE S	192650	7,500	0.399%		
109	192700 212 1ST AVE S	192700	23,760	1.264%		
110	192850 110 3RD ST S	192850	6,229	0.331%		
111	192950 114 3RD ST S	192950	9,017	0.480%	Y	0.480%
112	193050 219 2ND AVE S	193050	12,600	0.670%	Y	0.670%
113	193100 0 NO ADDRESS ASSIGNED	193100	1,800	0.096%	Y	0.096%
114	193150 215 2ND AVE S	193150	14,100	0.750%	Y	0.750%
115	193200 201 2ND AVE S	193200	15,000	0.798%	Y	0.798%
116	193250 300 1ST AVE S	193250	7,500	0.399%	Y	0.399%
117	193300 306 1ST AVE S	193300	7,500	0.399%		
118	193350 308 1ST AVE S	193350	7,500	0.399%	Y	0.399%
119	193450 326 1ST AVE S APT. 1	193450	15,000	0.798%	Y	0.798%
120	193550 317 2ND AVE S	193550	15,000	0.798%	N	0.00%
121	193650 311 2ND AVE S	193650	7,500	0.399%	Y	0.399%
122	193700 301 2ND AVE S	193700	15,000	0.798%	Y	0.798%
123	193900 416 1ST AVE S	193900	7,500	0.399%	Y	0.399%
124	193950 108 5TH ST S	193950	15,000	0.798%	Y	0.798%
125	194100 115 4TH ST S	194100	22,500	1.197%	Y	1.197%
126	224650 206 2ND ST S	224650	53,579	2.850%	Y	2.850%
127	617100 501 CENTRAL AVE	617100	6,665	0.355%	Y	0.355%
128	617150 501 CENTRAL AVE APT. 400	617150	871	0.046%	Y	0.046%
129	620650 312 1ST AVE S	620650	3,615	0.192%		
130	620660 316 1ST AVE S	620660	4,574	0.243%	N	0.00%
131	620670 318 1ST AVE S APT. B	620670	6,839	0.364%	Y	0.364%
132	647400 2 RAILROAD SQ APT. A	647400	10,336	0.550%	Y	0.550%
133	647402 2 RAILROAD SQ APT. B	647402	4,386	0.233%	Y	0.233%
134	647404 2 RAILROAD SQ APT. C	647404	11,903	0.633%	Y	0.633%
135	647406 2 RAILROAD SQ APT. D	647406	4,699	0.250%	Y	0.250%
136	650100 120 1ST AVE N APT. A	650100	10,000	0.532%	Y	0.532%
137	650200 120 1ST AVE N APT. A1	650200	10,000	0.532%	Y	0.532%
138	650300 120 1ST AVE N APT. B	650300	10,000	0.532%	Y	0.532%
139	651010 417 CENTRAL AVE APT. 1A	651010	936	0.050%	Y	0.050%
140	651020 417 CENTRAL AVE APT. 1B	651020	588	0.031%	Y	0.031%
141	651030 419 CENTRAL AVE APT. 1C	651030	542	0.029%	Y	0.029%
142	651040 417 CENTRAL AVE APT. 2A	651040	560	0.030%	N	0.00%
143	651050 417 CENTRAL AVE APT. 2B	651050	596	0.032%	Y	0.032%
144	651090 417 CENTRAL AVE APT. 301	651090	1,430	0.076%	Y	0.076%
145	651100 417 CENTRAL AVE APT. 4A	651100	1,424	0.076%	Y	0.076%
146	651110 417 CENTRAL AVE APT. 5A	651110	1,424	0.076%	Y	0.076%
147	651501 15 5TH ST S APT. 1	651501	7,601	0.404%	Y	0.404%
148	651502 17 5TH ST S APT. 2	651502	1,668	0.089%	Y	0.089%
149	651503 501 1ST AVE S APT. 3	651503	2,224	0.118%	Y	0.118%
150	651504 505 1ST AVE S APT. 4	651504	1,112	0.059%	Y	0.059%
151	651505 509 1ST AVE S APT. 5	651505	2,966	0.158%	Y	0.158%
152	651506 509 1ST AVE S APT. 6	651506	2,966	0.158%	Y	0.158%
153	1888300 1 1ST AVE S	1888300	89,298	4.750%	Y	4.750%

Parcel Number	Property Address	Parcel Number	Total Sq. Ft.	Footprint %	Y OR N	YES Ballot Rec'd
154	1888310 100 PARK DR S	1888310	31,363	1.668%	Y	1.668%
155	1921200 Centrally Assessed Property	1921200	26,250	1.396%	Y	1.396%
156	1921700 Centrally Assessed Property	1921700	30,000	1.596%	Y	1.596%
TOTAL		TOTAL	1,880,095	100.00%		71.98%

IF NOT THE BID, THAN WHO?

This report is an outline of the BID's financial obligations for the past ten years. This is just a glimpse of the areas the BID supports. The main task assigned to the BID is to provide grant funding within the district to property owners for facade, new & existing businesses, and residential improvements.

Your affirmative vote and contribution will provide ongoing efforts in all of these areas as well as other areas of economic development. Currently there is no plan to replace the manpower and funding dedicated towards these efforts. The renewal of the BID is dependent upon your vote. Without it, the downtown area may falter. The real question if the BID is not renewed through this tax assessment program is, where will the money come from to support these projects in the future? Please consider the entire program, what it does for the overall appearance and the ongoing vision for future development of the downtown area when considering your vote.



BID

GREAT FALLS BUSINESS IMPROVEMENT DISTRICT
Ten-Year Report - 2009

GREAT FALLS BUSINESS IMPROVEMENT DISTRICT

13 Fifth Street North Great Falls, Montana 59401 406-727-5430 www.greatfallsbid.com

BUSINESS IMPROVEMENT DISTRICT

A Business Improvement District (BID) is a quasi-governmental organization that has been designated to raise funds to enhance the management of a particular area.

In 1979, organizational leaders in Great Falls introduced the idea of creating a BID to the property owners of Downtown Great Falls. This year marks the third renewal of the Great Falls BID.

The BID petitions property owners to approve or deny an additional tax assessment that is directed back to the BID for improvements within the district.

The renewal of the BID requires more than 60% of property owners within the district to approve the tax plan in order to continue for an additional ten year period.

The BID is operated by an all volunteer Board of Directors who are property owners or their designated representatives from within the district; with additional administrative support within their office setting. All Board members are approved by the City Commissioners and serve a four-year term with an option to renew for one additional four-year term.

The purpose of this report is to inform you, the property owners, where your tax assessment dollars have been invested over the past ten years and how "your" Great Falls Business Improvement District operates.

The BID has proven itself to be a vital part of the downtown area, providing for improvement and beautification, and our hope is to continue serving Great Falls through the next decade.

THE TAX ASSESSMENT FORMULA

Per Montana State Statute 7-12-1133:

The tax assessment for the Great Falls BID has remained the same since its original creation in 1979. The assessment is separated into three parts. The amounts are different for each parcel in the district based on square footage, current market value of property plus a flat fee. The assessment is paid on an annual basis when your property tax payment is made to the City of Great Falls.

Example: A property that has a total square footage of 3750 on one parcel of land.

BIDS = \$56.25

BIDF = \$200.00

BIDT = \$194.70

(value is \$118,000 based on current market findings)

Annual BID tax = \$450.95

The total tax dollars are directed into the BID for improvements.

TEN-YEAR REPORT OF GRANT ACTIVITY

Facade, New & Existing Business Activity and Residential Grant Programs

Our grant programs were established to financially assist both property owners and businesses in the areas of permanent improvements to the Facade (exterior), New & Existing Business Activity (interior) and the Residential development of downtown buildings. In the past ten years the BID has made substantial contributions through these grant programs to assist in property beautification efforts within the District.

The largest portion of funding from the tax assessments collected are utilized to fund these grant programs each year.

Facade Grants (exterior)

Total amount facade grants funded over the past 10 years = \$107,218.00

New & Existing Business Activity (interior)

Total amount business grants funded over the past 10 years = \$405,368.00

Residential Development

Total amount residential grants funded over the past 10 years = \$20,140.00

Business Internet Connection Grants

= \$5,205.00

If you would like a detailed listing of the recipients of these grants, please call the BID office at 727-5430 or ask your BID Board of Director.

SPECIAL LIGHTING DISTRICT

Once your property tax payment has been received by the City Finance Office, a portion of the total amount is immediately taken

All costs have been paid through the BID's operation fund and then reported to the City Finance office for reimbursement.

Beginning in 2009 the City will take over responsibility for maintenance within the lighting district and the BID will be removed from the process.

Ten year lighting expenditure = \$25,000.00

BOULEVARD TREE PROGRAM

Tree Maintenance

The BID is also responsible for maintaining the boulevard trees within the District. This program started along with the Period Lighting and the Streetscape Project back in the early 1990's. These tax dollars come directly out of the Operations fund the BID maintains.

When the program first began, the trees did not require as much funding to maintain. As the trees aged the need for care has increased. In the past two years, the BID has budgeted \$10,000 for tree maintenance and partnered with the Forestry Department of the City of Great Falls to assist in maintaining, replacing, and pruning the trees as needed.

The Forestry Department has also assisted in hanging and taking down holiday lights on the trees each year. These costs have also increased as the trees have continued to grow in size.

Ten year tree expenditure = \$66,000.00

BEAUTIFICATION PROJECTS

The BID has made the following beautification efforts:

Purchase and maintenance of the flowers in the hanging baskets.

Purchase and maintenance of the stone trash receptacles.

Cleaning program for sidewalk maintenance.

Installation of bike racks – this project utilized a CTEP Grant that matched the BID investment.

Streetscape improvements to sidewalks, streets and parking done in conjunction with other organizations.

Art banners that decorate our light poles.

MARKETING/ EVENT SPONSORSHIP

In 2003, the BID agreed to support the Downtown Great Falls Association (DGFA) with a financial contribution to assist with the marketing of downtown businesses. The BID has contributed \$20,000 annually to the DGFA for five years.



The BID has contributed to events held downtown. Some of these events have included the Storefront University, First Night Great Falls, the Urban Art Project, holiday decorations and the downtown sound system. These dollars have been invested in various areas of sponsorship, marketing and hard costs for organization of these events.

Ten year marketing expenditure = \$253,000.00

THE JOHNSON HOTEL

In 2001, the BID applied for and received a 15-year federal grant in the amount of \$496,000.00 from the Economic Development Administration (EDA). This grant was utilized to renovate the third floor of the Johnson Hotel resulting in a new business incubator and tech center. The BID partnered with the University of Great Falls and MSU College of Technology in an effort to assist in the management and creation of new business.

In addition, the BID partnered with iConnect and VisionNet to create the Tech Center which provides additional opportunities for new business startups as well as opportunities for ongoing training for established businesses.

The 3rd floor of the Johnson Hotel generates income annually for the BID through its leases with iConnect, VisionNet, MSU-COT, and United Way.

Approximate annual average income = \$4,000.00



BIDS (BID Square Footage rate)
\$.015 times the square footage of the building only
BIDF (BID Flat Rate)
\$200 per parcel or lot
BIDT (BID taxable rate)
\$.00165 times the phase in value of the property



and put into the Special Lighting District. This fund is set aside for all maintenance costs for the Period Lighting downtown.

The fund is operated through the City Finance office and not included in the BID's operation fund. Over the past ten years, the BID has been responsible for monitoring the lighting system.



Beautification = \$13,535.00
Bike Racks = \$2,142.00
Cleaning program = \$20,275.00
Streetscape Improvements = \$100,000.00
Ten year beautification expenditure = \$136,000.00

We are committed to keeping you updated with our current grant criteria, availability of downtown property for sale and lease, meeting notes, status of ongoing projects, and quarterly newsletters. Our goal is to keep you informed as to where your tax dollar contributions are being invested in downtown Great Falls.

Regular City Commission Meeting

Mayor Stebbins presiding

CALL TO ORDER: 7:00 PM

PLEDGE OF ALLEGIANCE

ROLL CALL: City Commissioners present: Dona R. Stebbins, Bill Bronson, John Rosenbaum, Bill Beecher and Mary Jolley. Also present were the Assistant City Manager, City Attorney, Directors of Community Development, Fiscal Services, Library, Park and Recreation, Planning, Public Works, the Fire Chief, Police Chief, and the City Clerk.

PROCLAMATION: Mayor Stebbins read a Proclamation for Hats-On-For Cancer Day. CMR students Jayme, Tana and Seth requested business support by allowing employees to wear a hat to work on May 26 in exchange for a donation to the Relay for Life team in support of cancer research. Money envelopes will be distributed around town prior to May 26.

NEIGHBORHOOD COUNCILS

1. There were no miscellaneous reports or announcements from neighborhood council representatives.

PUBLIC HEARING

**Sale of City property.
Approved.**

2. SALE OF CITY PROPERTY, LOT 3G OF AMENDED PLAT OF LOT 3, MEDICAL TECH PARK.

Community Development Director Mike Rattray reported that on May 6, 2009, the City conducted a bid opening for the purpose of selling Lot 3 of Medical Tech Park. One bid was received in the amount of \$195,684 from Premier Care Pediatrics. Staff recommends the City Commission approve this sale.

Mayor Stebbins declared the public hearing open.

No one spoke in favor of or opposition to the sale of City property.

Mayor Stebbins closed the public hearing.

Commissioner Jolley moved, seconded by Commissioner Beecher, that the City Commission approve the sale of Lot 3G of the Amended Plat of Lot 3, Medical Tech Park, to Premier Care Pediatrics in the amount of \$195,684.

Mayor Stebbins asked if there was any discussion amongst the Commissioners. No one responded.

Motion carried 5-0.

OLD BUSINESS

Res. 9829, as amended.
Adopted.

3. RESOLUTION 9829, AS AMENDED, CIVIC CENTER ROOM RATES.

Park and Recreation Director Marty Basta reported that Resolution 9829 is to establish fees for the Mansfield Center for the Performing Arts at the Civic Center. Fees for the Mansfield Convention Center, Missouri Room, Gibson Room and Commission Chamber were last increased in 2002. Fees for the Ryan and Rainbow Rooms have been in place since 1997. Fees for the Mansfield Theater were last increased in 2006. The room rental fees have not kept pace with operating cost increases, thus requiring increased general fund tax dollar support. Tax dollar support for FY10 is estimated to be \$215,000. Following the public hearing on May 5, 2009, action on Resolution 9829 was postponed. Resolution 9829 has since been amended such that box office services are required for all events contracted by non-residents of Great Falls. The 5% gross ticket sales box office fee has also been included. The Mansfield Center for Performing Arts Advisory Board recommends the City Commission approve the proposed fee increases.

Commissioner Bronson moved, seconded by Commissioner Rosenbaum, that the City Commission adopt Resolution 9829, as amended, with further amendments as follows:

Box Office Services:

Required for all events contracted by non-residents of Great Falls. Non-residents are prohibited from sub-contracting through residents or other local groups for ticketing services. The City will have exclusive rights to all electronic ticketing for all events held in the Civic Center regardless of whether the event sponsor is a resident or non-resident.

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

Commissioner Bronson explained that non-residents would be prohibited from sub-contracting through a Great Falls resident or another Great Falls group for ticketing services. His concern was that if that recommendation was not included in the text of the Resolution, the City could run into problems with the interpretation. The second part of his proposed amendment makes it clear that the exclusive rights apply regardless of whether the event sponsor is a resident or non-resident.

There was a consensus at the last meeting to make a distinction between for-profit and non-profit groups. To bring the language more into compliance with what is an appropriate legal standard, City Attorney Gliko advised that it was better to make a distinction between a resident and non-resident as opposed to a for-profit or non-profit group.

Mayor Stebbins asked if there was any further discussion amongst the Commissioners or any inquiries from the public. No one responded.

Motion carried 5-0.

NEW BUSINESS

Revised Fire Protection and Emergency Services Fee Schedule. Approved, subject to conditions. OF 1472.2.

4. REVISED FIRE PROTECTION AND EMERGENCY SERVICES FEE SCHEDULE BETWEEN SOUTHERN MONTANA ELECTRIC G&T AND CITY OF GREAT FALLS FIRE RESCUE.

Fire Chief Randy McCamley reported that this item would revise the current fee schedule. He reminded the Commissioners that the City Commission approved a Fire Services Agreement with SME last June. In August, the Commission approved the fee schedule. Since the project got underway for a couple of months, and then SME changing course in the design and scope of the plant, he had been asked to reconsider the fire protection and EMS fee schedule that has been in place. Chief McCamley recommended that the City Commission approve the adjusted fee schedule during the hiatus of construction to \$3,000 per month for fire and EMS protection, plus the cost of a response should there be any type of fire or EMS response to the site.

Commissioner Beecher moved, seconded by Commissioner Rosenbaum, that the City Commission approve the Revised Fire Protection Emergency Services Fee Schedule for Highwood Generation Station effective February 1, 2009.

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

With regard to the agenda report, Commissioner Jolley inquired about the "additional \$23,583" referenced on page 2. Commissioner Jolley thought it would be more appropriate to get something other than an email from Mr. Gregori. She read Mr. Gregori's email regarding a fee waiver. Since the Commission wasn't informed about this until last month, Commissioner Jolley doesn't believe the City should refund money before that date. She thought it would be more appropriate to table this matter until more information was received.

Fiscal Services Director Coleen Balzarini responded that the City billed and Southern had paid the full amount for February. Because nothing has been going on at the site, Southern asked that the City Commission consider a retroactive reduction in that fee. With regard to the email from Mr. Gregori, Ms. Balzarini reported that he asked her who to speak or write to. She felt that was adequate knowing that at the April work session he had mentioned that he would be asking for a reduction.

Commissioner Jolley asked Chief McCamley if the City had figured in the \$283,000 per year when considering the public safety mill levy. Chief McCamley responded that he did propose the \$283,000 in the budget as new revenue. He never counted on the \$283,000 toward hiring the additional 16 firefighters. The City will still have to come up with the matching portion of the SAFER grant over the five years and beyond.

Commissioner Bronson asked how Chief McCamley came up with the \$3,000 per month figure. Chief McCamley responded that this agreement is unique for the Fire Department. He looked at the project and what is currently going on at the site. He figured 10-15% of the original contracted fee as a retainer fee during the construction hiatus. In addition, any responses to the site would be based on an hourly fee for personnel, equipment and supplies.

Mayor Stebbins commented that it was her understanding when construction on the generating facility resumes that the City would revert to the original contract. Chief McCamley responded that was his understanding and intention. He reminded the Commission that the original agreement states it would be reviewed as needed or annually to determine if the fees were in line with the services provided.

Commissioner Beecher stated that he wants his motion to stand. He believes this is a reasonable request. There are no services being provided at this time. This would be considered with any type of relationship the City might have if an operation went into a profile where the City's coverage was not required. He believes this item should be looked at in that light and not an anti-SME situation.

Commissioner Rosenbaum commented that he also wants his second to his motion to stand. He believes Mr. Gregori's email is clear, to the point, and is a reasonable request. Montanans doing business with Montanans, and taking people's personal agendas out of the equation, is how the City would want to be treated as a customer.

Commissioner Jolley commented that she is not against coal or gas plants. She is against the way SME's business has been presented to the City.

Commissioner Bronson commented that if this is to be retroactive, he assumes a reimbursement will be due SME should the City approve this item tonight. Ms. Balzarini responded that SME has not requested a reimbursement. She anticipates the money will be on account with the City until it is used up, unless the agreement is canceled in its entirety.

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

Kathy Gessaman, 1006 36th Avenue NE, thanked Commissioner Jolley for asking questions, and especially for asking how long this delay was

supposed to be. On April 21st Mr. Gregori led everyone to believe it would just be for a couple of months. If that was the case, she asked why the City would need to void a contract. Her understanding of the initial contract was that SME anticipated slow periods in the construction when the Fire Department wouldn't be needed. But, the Fire Department would need this money to build up to meet the needs of a distant plant. From the information she received from the City, she believes the City was counting on the contract money to meet the SAFER grant match for the 16 extra firemen. Ms. Gessaman does not believe \$3,000 per month is sufficient.

Ed McKnight, 906 3rd Avenue North, discussed Montanans doing business with Montanans and how to treat customers. He believes in reciprocating with the type of business person he is dealing with. He stated that he has made numerous complaints about Tim Gregori and disagrees with comments he has made. Mr. McKnight doesn't believe Tim Gregori would reciprocate if the City asked to get out his contract.

Neil Taylor, 3417 4th Avenue South, believes that if the City tried to get out of the wholesale power contract with SME it would result in litigation. He suggested if the City was going to accommodate Mr. Gregori by approving this agreement, the City should add the proviso in the agreement that Mr. Gregori has to accommodate the City in the event ECP goes out of service.

Ron Gessaman, 1006 36th Avenue NE, commented that he would appreciate the City Commissioners paying attention when he talks. Mr. Gessaman stated that, according to the agreement, in order to facilitate development of the facility, SME must be assured that fire protection and emergency services will commence at the time of commencement of construction. Now, Tim Gregori asks by email how to change the contract. Mr. Gessaman noted that the contract clearly says any notice to the City required in this agreement shall be accomplished in writing by first class mail and faxed to the City Manager and Fire Chief. The contract also says that fees shall be reviewed and approved by the City Commission annually, not when Mr. Gregori wants them reviewed. He noted that there is a dispute between the DNRC and DEQ about when construction commenced. He stated that there were pictures in the *Tribune* of people working at the site on October 15th. He asked why the City did not receive money for the months of October and November. If construction stopped in January, he asked why it took Tim Gregori three months to ask for relief. Mr. Gessaman referred to January and May agenda reports that referenced the projected Fire Department revenues that took into account the contract money when discussing and considering the SAFER grant. He doesn't believe Tim Gregori or SME are being fair to the City, Great Falls Fire Rescue or to the taxpayers of Great Falls.

Commissioner Bronson explained that, contrary to prior comments, based on changed circumstances contracts are renegotiated all the time. Commissioner Bronson prefers the fee agreement be approved subject to the

conditions that any amounts paid to date are not going to be reimbursed, and that the agreement will be renegotiated upon notice of commencement of any construction at the Highwood Generating Station. He asked Commissioners Beecher and Rosenbaum if they would agree to those amendments.

Commissioner Beecher responded that he believes the amendments are reasonable and supports those amendments. Commissioner Rosenbaum concurred.

Commissioner Jolley asked if Commissioner Bronson would add who the contract was with, Southern, formerly known as SME, or the SME that is now building the plant. Commissioner Bronson responded Southern Montana Electric Generation and Transmission Cooperative.

Ms. Balzarini clarified that the original contract the City Commission approved is still in place. At the City Commission's request, a separate fee schedule was prepared. What the City Commission is acting on tonight is a change in the fee schedule, not a change in the contract.

Amended Motion carried 4-1 (Commissioner Jolley dissenting).

ORDINANCES/RESOLUTIONS

**Consent Agenda.
Approved.**

CONSENT AGENDA

5. Minutes, May 5, 2009, Commission meeting.
6. Total expenditures of \$2,062,010 for the period of April 25-May 9, 2009, to include claims over \$5,000, in the amount of \$1,848,633.
7. Contracts list.
8. Lien Release list.
9. Set public hearing for June 16, 2009, on Res. 9836 for Conditional Use Permit to allow a Day Care Center on Lot 1A, Block 3, Sunrise Court Addition, addressed as 5115 3rd Avenue South.
10. Set public hearing for June 2, 2009, to consider sale of Lot 3H of the Amended Plat of Lot 3, Medical Tech Park.
11. Approve the use of \$11,571 in additional CTEP funds and award bid for the 5th Street South Streetscape to Liggett Construction in the amount of \$163,520. **OF 1508.**
12. Accept bid from Thatcher Company for the liquid aluminum sulfate in the amount of \$318.33 per dry ton for FY 2009/2010.
13. Accept bid from Hawkins Water Treatment Group for anhydrous ammonia in the amount of \$1.49 per pound for FY 2009/2010.
14. Accept bid from Thatcher Company for the liquid chlorine in the amount of \$530.77 per ton for FY 2009/2010.

Commissioner Rosenbaum moved, seconded by Commissioners Beecher and Bronson, that the City Commission approve the Consent

Agenda as presented.

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

Ron Gessaman, 1006 36th Avenue NE, noted the purchase of ¼ ton pickups on Item 6. Mr. Gessaman opined that ¼ ton pickups would have been sufficient instead of the ¾ ton pickups that were purchased a few meetings ago for another department.

Motion carried 5-0.

BOARDS & COMMISSIONS**15. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.****CITY MANAGER****16. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.****PETITIONS AND COMMUNICATIONS****17. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

Mayor Stebbins opened the meeting to Petitions and Communications.

Children's Museum.

17A. Kathy Gessaman, 1006 36th Avenue NE, discussed a May 8 *Tribune* article and her attendance at the Children's Museum opening of "Green City." Pacific Steel and Recycling donated the funds for the new space and paid for the admissions for the open house that day. She also discussed the recycled art that was donated.

ECP.

17B. Ed McKnight, 906 3rd Avenue North, asked Commissioner Rosenbaum what he thought of Commissioner Bronson's statement that the reason the City was so far in the hole was not because of anything done wrong by ECP in setting rates below cost, but because it was the legislature's fault. Mr. McKnight requested to examine what Commissioner Rosenbaum was writing. Mr. Rosenbaum responded that he would comment during the appropriate time of the meeting.

Taxes, pine beetles.

17C. John Hubbard, 615 7th Avenue South, commented that he has asked several times why there was an original townsite and boulevard tax and has not received an answer. He also inquired what the City would do about the City trees and pine beetles. Mr. Hubbard discussed his asthma and his friend killed in a motorcycle wreck.

Power outage, election.

17D. Ron Gessaman, 1006 36th Avenue NE, discussed the recent power outage. He was discouraged with the Great Falls Police Department for not helping to control traffic where the signal lights were out. Mr. Gessaman

suggested that the City pass an ordinance for emergency backup power for patients that require respirators. He also discussed the upcoming elections and asked if the members of the City Commission up for reelection would share now what their plans are for the upcoming election.

CITY COMMISSION

18. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

In response to Mr. McKnight, Commissioner Rosenbaum read what he had written down during the meeting. Also in response to Mr. McKnight, he stated that he does not understand what the relationship was to Mr. Bronson's statements. Instead of spending time pursuing the negative side of things, he suggested that Mr. McKnight spend more productive time fixing things.

Commissioner Jolley stated that residents have watched dollars being spent without an explanation. According to the adopted budget, the City invested in a 250 megawatt coal plant. She stated that she was not against coal development, but she is against the elected body just saying that it is not a coal plant now.

In response to Mr. Gessaman, Commissioner Beecher commented that it has been clearly stated in the *Tribune* that he was not going to run again. In response to Mr. McKnight's statement about buying power for more than what NorthWestern charges, Commissioner Beecher explained that there was an analysis done by the Fiscal Services Department that shows the actual power used versus the actual power billed. The City was not paying more. A profit was made the first quarter of this year. He is confident that will continue. It has been his experience that the information that has been made public seems to be ignored because it doesn't say what some of the recipients want to hear.

Mayor Stebbins reported that she volunteered at the neuter/spay clinic at the Fairgrounds. There were over 200 volunteers that neutered/spayed 443 cats. Another clinic will be held in the fall for dogs. Mayor Stebbins also discussed supporting the fundraising efforts for Paris Gibson Square because the Square has a very active after school program for children that focus on arts.

ADJOURNMENT

Adjourn.

There being no further business to come before the Commission, **Commissioner Jolley moved, seconded by Commissioners Beecher and Bronson that the regular meeting of May 19, 2009, be adjourned at 8:11p.m.**

Motion carried 5-0.

Mayor Stebbins

City Clerk

Minutes Approved: June 2, 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 MAY 13 TO MAY 20, 2009	313,596.54
MASTER ACCOUNT CHECK RUN FOR MAY 21 TO MAY 27, 2009	265,965.37
MUNICIPAL COURT ACCOUNT CHECK RUN FOR MAY 11 TO MAY 15, 2009	58,189.85
MUNICIPAL COURT ACCOUNT CHECK RUN FOR MAY 16 TO MAY 26, 2009	2,600.00
WIRE TRANSFERS FROM MAY 14 TO MAY 18, 2009	6,268.27
WIRE TRANSFERS FROM MAY 19 TO MAY 27, 2009	114,453.91
TOTAL: \$	<u>761,073.94</u>

SPECIAL REVENUE FUND

CTEP PROJECT

DICK OLSON CONSTRUCTION INC	PMT #4 CONSTRUCTION OF LIBRARY LANDSCAPE	33,257.41
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LIGHTING DISTRICT

CARTEGRAPH SYSTEMS INC	CARTEGRAPH SOFTWARE MAINTENANCE (SPLIT AMONG FUNDS)	757.00
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STREET DISTRICT

DAVID W KUGLIN	PMT 3 CDBG ADA HANDICAP RAMPS (SPLIT AMONG FUNDS)	5,578.65
CARTEGRAPH SYSTEMS INC	CARTEGRAPH SOFTWARE MAINTENANCE (SPLIT AMONG FUNDS)	3,114.00
FLINT TRADING INC	PAVEMENT PAINT AND CONCRETE SEALER	10,277.74

LIBRARY

EBSCO	SUBSCRIPTION RENEWALS (SPLIT AMONG FUNDS)	6,775.23
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LIBRARY FOUNDATION

EBSCO	SUBSCRIPTION RENEWALS (SPLIT AMONG FUNDS)	103.04
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SPECIAL REVENUE FUND (CONTINUED)

NATURAL RESOURCES

WILBUR-ELLIS COMPANY	VERBENONE POUCHES FOR PINE BEETLE PROBLEM - 12 CASES 100/CASE	9,920.00
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FEDERAL BLOCK GRANTS

DAVID W KUGLIN	PMT 3 CDBG ADA HANDICAP RAMPS (SPLIT AMONG FUNDS)	8,120.30
CS CONSTRUCTION	WHEATLEY-1409 6TH AVE N	7,100.00

WEST BANK URBAN RENEWAL

UNITED MATERIALS	PMT 1 4TH AVE NW IMPROVEMENTS PH 2	32,358.61
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ENTERPRISE FUNDS

WATER

THOMAS DEAN & HOSKINS	PMT 2 10TH AVE S WATER MAIN REPLACE- MENT DESIGN & COORDINATION	8,067.05
DICK ANDERSON CONSTRUCTION	PMT 5 WTP HEADHOUSE FLOOR REPLACED	43,206.52
CARTEGRAPH SYSTEMS INC	CARTEGRAPH SOFTWARE MAINTENANCE (SPLIT AMONG FUNDS)	2,930.50

SEWER

CARTEGRAPH SYSTEMS INC	CARTEGRAPH SOFTWARE MAINTENANCE (SPLIT AMONG FUNDS)	1,673.50
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SAFETY SERVICES

QWEST	MAY 2009 911 CHARGES	5,709.56
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PARKING

APCOA/STANDARD PARKING	JUNE 2009 COMPENSATION	23,152.17
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RECREATION

AA SPORTS LTD	TIMING COSTS FOR RUNNERS, BIBS/PINS, ETC. FOR ICE BREAKER RACE	12,162.44
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CIVIC CENTER EVENTS

INDEPENDENT CONCERT PRODUCT	09139 ECHOES OF IRELAND TICKET PAYOUT	6,268.27
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INTERNAL SERVICES FUND

HEALTH & BENEFITS

BLUE CROSS/BLUE SHIELD	HEALTH INS CLAIMS MAY 19-MAY 25, 2009	113,520.81
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CENTRAL GARAGE

MOUNTAIN VIEW CO-OP	FUEL	16,781.47
MOUNTAIN VIEW CO-OP	FUEL	11,486.30

INTERNAL SERVICES FUND (CONTINUED)

ENGINEERING

CTA ARCHITECTS ENGINEERS	PMT 2 OF1455.3 ENGINEERING & OPERATION OFFICE MODIFICATION	5,643.52
BISON MOTOR CO INC	1-2009 F150 FORD PICK-UP	17,853.34

PUBLIC WORKS ADMINISTRATION

CARTEGRAPH SYSTEMS INC	CARTEGRAPH SOFTWARE MAINTENANCE (SPLIT AMONG FUNDS)	675.00
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TRUST AND AGENCY

COURT TRUST MUNICIPAL COURT

CITY OF GREAT FALLS	FINES & FORFEITURES COLLECTIONS	51,840.85
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UTILITY BILLS

MONTANA WASTE SYSTEMS	APRIL 2009 PAYMENT	73,553.28
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CLAIMS OVER \$5000 TOTAL: \$ 511,886.56

CITY OF GREAT FALLS, MONTANA

AGENDA: 7

COMMUNICATION TO THE CITY COMMISSION

DATE: June 2, 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	Public Works Engineering	United Electric	05/2009 – 12/2009	Special Improvement Assessment	\$18,516	Water Tower Park Addition SLD 1305
B	Police Department	Stelling Engineer	Summer 2009	Appropriation through Congress	\$21,454	GFPD Shooting Range Improvements OF 1365.1

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

**AGENDA: 8
DATE: June 2, 2009**

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

PRESENTED BY: Lisa Kunz, City Clerk

ACTION REQUESTED: Ratification of Lien Releases through the Consent Agenda

MAYOR’S SIGNATURE: _____

LIEN RELEASES

	DEPARTMENT	OTHER PARTY (PERSON OR ENTITY)	PERIOD	FUND	AMOUNT	PURPOSE
A	Fiscal Services	Property Owner – Ken D. Jr. and Michelle M. Tyler	Current	513-3165-532-3599	\$155.32	Partial Release of Resolution #9765 to Levy and Assess Properties for Unpaid Sewer, Fire, Hydrant, Storm Drain and Sanitation charges at 115 Sharon Drive. Parcel #2174800. Lot 5, Blk 1, Pearson Addition.



Item: Lease Agreement: Great Falls Soccer Complex
From: Park & Recreation Department
Prepared By: Marty Basta, Park & Recreation Director
Presented By: Marty Basta, Park & Recreation Director
Action Requested: Set Public Hearing for Great Falls Soccer Park Lease Agreement

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission set a public hearing for June 16, 2009, to consider the approval of the Great Falls Soccer Park lease agreement.”

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

Staff Recommendation: Staff recommends the City Commission set a public hearing for June 16, 2009, to consider the approval of the Great Falls Soccer Park lease agreement.

Background: On November 4, 2003 the voters approved a \$2,500,000 General Obligation Bond for the construction of a soccer complex. On June 1, 2004 the City entered into a lease agreement with the Great Falls School District for 30 acres of property for an annual cost of One Dollar (\$1.00) per year for 25 years for the use of a soccer park complex. Terms of the lease included the City’s right to assign the lease or sub-lease the subject premises.

It was anticipated at the time that the soccer complex would require approximately 60+ acres to accommodate the construction of 10 soccer fields. On September 2, 2003, the City Commission approved the purchase of 34.61 acres of land located at the SW corner of the intersection of 10th Avenue North and 57th Street North. This property acquisition purchase combined with the School District Lease provided the necessary property for the soccer complex.

The proposed Soccer Park Lease agreement is between the City of Great Falls and the Great Falls Soccer Foundation for establishing and operating a soccer park. The initial term of the soccer park complex lease is for 25 years at a cost to the Soccer Foundation of One Dollar (\$1.00) per year for 25 years. As a condition of the lease agreement the Great Falls Soccer Foundation will be responsible for maintenance and upkeep of all property and buildings, and be responsible for all associated costs.

Concurrences: The soccer park Foundation approved the Soccer Park Lease agreement at their Wednesday May 27, 2009 Board meeting.

The School District has also given its consent to the City of Great Falls as written in the 2004 Lease Agreement to sub-lease the Soccer Park Complex to the Great Falls Soccer Foundation.

Fiscal Impact: The City of Great Falls will receive One Dollar (\$1.00) per year for the 25 year term of the agreement.

Alternatives: To not approve the lease agreement with the Great Falls Soccer Foundation for establishing and operating a soccer park.

Attachments/Exhibits:

1. 2004 lease agreement: City of Great Falls and the Great Falls School District
2. Proposed lease agreement: City of Great Falls and the Great Falls Soccer Foundation
(Attachments/Exhibits not available online; on file in City Clerk's Office.)



Item: Mutual Aid Agreement for Water and Wastewater Utilities
From: Public Works Department/Water Utility
Initiated By: Public Works Department/Water Utility
Presented By: Jim Rearden, Public Works Director
Action Requested: Enter into Mutual Aid Agreement

Suggested Motion:

1. Commissioner moves:

“I move the City Commission approve the Mutual Aid and Assistance Agreement for Water and Wastewater Utilities and authorize the City Manager to execute the agreement.”

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

Staff Recommendation: Enter into the Mutual Aid Agreement

Background:

The proposed agreement is part of a national effort funded by the Environmental Protection Agency and coordinated by the American Waterworks Association to establish mutual aid agreements in every state between water agencies, both public and private. Water/Wastewater Agency Response Networks, or WARNs, are volunteer-based, utility-to-utility networks that prepare for disasters, then help member-utilities respond and recover by getting specialized utility resources – personnel and equipment – when and where they’re needed. WARNs compliment existing state and local emergency management programs and work within the National Incident Management System structure for intrastate aid. Interstate aid is facilitated by the nationally adopted Emergency Management Assistance Compact in coordination with the Federal Emergency Response Agency’s National Response Framework. There are forty states that currently have active WARNs. Montana’s WARN is not yet active.

Significant Impacts

The proposed agreement will facilitate emergency response for the City’s water and wastewater utilities. It also provides the ability for the City to respond to other utilities upon request. Under the agreement, the City does not have an obligation to respond and has the ability to recall resources that have been dispatched to assist other utilities without liability. Should the City choose to respond, it will maintain control of its resources and can require reimbursement. There is no cost to participate in Montana’s WARN.

Citizen Participation

Not Applicable.

Workload Impacts

The City would be required to assign an Authorized agent to request assistance and respond to other's requests as well as provide and maintain a list of resources the City has available. This person or a designee would be required to attend an annual meeting held in Montana.

Purpose

To enable the City to provide and accept mutual aid under the Water/Wastewater Agency Response Network model.

Project Work Scope

Not applicable.

Evaluation and Selection Process

Not applicable.

Conclusion

Staff recommends that the City enter into this mutual aid agreement.

Concurrences:

The City Attorney has reviewed the proposed agreement and has no objections.

Fiscal Impact:

There is no cost to participate in this agreement. A City representative will be expected to participate in one annual meeting held somewhere in Montana.

Alternatives:

The City could choose not to participate in this mutual aid agreement.

Attachments/Exhibits:

- Mutual Aid and Assistance Agreement for Intrastate Water/Wastewater Agency Response Network for the State of Montana (MTWARN)

1 **Mutual Aid and Assistance Agreement for Intrastate**
2 **Water/Wastewater Agency Response Network for the State**
3 **Of Montana (MTWARN)**

4
5 **AGREEMENT**
6

7 This Agreement is made and entered into by public and private Water and Wastewater Utilities
8 that have, by executing this Agreement, manifested their intent to participate in an Intrastate
9 Program for Mutual Aid and Assistance.

10
11 Statutory Authority – This Agreement is authorized under State law including but not limited to
12 Title 7, Chapter 11, Part 1 of Montana Code Annotated which allows utilities to cooperate with
13 other utilities and Title 10, Chapter 3, Part 9 of Montana Code Annotated which establishes an
14 intrastate mutual aid system.

15
16 **ARTICLE I.**
17 **PURPOSE**
18

19 Recognizing that emergencies may require aid or assistance in the form of personnel,
20 equipment, and supplies from outside the area of impact, the signatory utilities hereby establish
21 an Intrastate Program for Mutual Aid and Assistance. Through the Mutual Aid and Assistance
22 Program, Members coordinate response activities and share resources during emergencies.
23 This Agreement sets forth the procedures and standards for the administration of the Intrastate
24 Mutual Aid and Assistance Program.

25
26 **ARTICLE II.**
27 **DEFINITIONS**
28

- 29 A. Authorized Official – An employee or officer of a Member utility that is authorized to:
30 1. Request assistance;
31 2. Offer assistance;
32 3. Refuse to offer assistance or
33 4. Withdraw assistance under this agreement.
34
- 35 B. Emergency – A natural or human caused event or circumstance causing, or imminently
36 threatening to cause, loss of life, injury to person or property, threats to public health and
37 safety, human suffering or financial loss, and includes, but is not limited to, fire, explosion,
38 flood, severe weather, drought, earthquake, volcanic activity, spills or releases of oil or
39 hazardous material, contamination, utility or transportation emergencies, disease, blight,
40 infestation, civil disturbance, riot, intentional acts, sabotage and war that is, or could
41 reasonably be beyond the capability of the services, personnel, equipment, and facilities of a
42 Mutual Aid and Assistance Program Member to fully manage and mitigate internally.
43
- 44 C. Members – Members of MTWARN shall be as defined below:
45 1. Utility Member – Any Water or Wastewater Utility be it a municipal corporation, quasi-
46 municipal corporation, department or agency of a municipal corporation, department or
47 agency of a quasi-municipal corporation, service district, political subdivision or private
48 utility company that manifests intent to participate in the Mutual Aid and Assistance
49 Program by executing this Agreement. Utility Members may be Public, Private or Tribal
50 entities.
51

- 1 2. Associate Member – An organization, municipal corporation, quasi-municipal
2 corporation, agency, or private group that is not a water or wastewater system, but
3 provides services to the water and wastewater industry be it advise, service, donation
4 grant, or support to the MTWARN efforts that do not officially sign this agreement.
5 Organizations wishing to become Associate Members shall petition to the Chairman and
6 be approved by majority vote of the Committee.
7
- 8 3. Requesting Member – A Member who requests aid or assistance under the Mutual Aid
9 and Assistance Program.
10
- 11 4. Responding Member – A Member that responds to a request for aid or assistance under
12 the Mutual Aid and Assistance Program.
13
- 14 5. Non-Responding Member - A Member or Associate Member that does not provide aid or
15 assistance during a Period of Assistance under the Mutual Aid and Assistance Program.
16
- 17 D. Confidential Information - Any document considered under State law to be eligible for
18 confidential status, shared with any signatory of this Agreement that is marked confidential,
19 including but not limited to any map, report, notes, papers, opinion, or e-mail which relates
20 to the system vulnerabilities of a Member or Associate Member. It is recognized by
21 signatories of this agreement that State law does not generally allow these types of
22 documents to be considered confidential if they are owned by a public agency. See
23 “Sensitive information”.
24
- 25 E. Period of Assistance – A specified period of time when a Responding Member assists a
26 Requesting Member. The period commences when personnel, equipment, or supplies
27 depart from Responding Member’s facility and ends when the resources return to their
28 facility (portal to portal). All protections identified in the agreement apply during this period.
29 The specified Period of Assistance may occur during response to or recovery from an
30 emergency, as previously defined.
31
- 32 F. National Incident Management System (NIMS): A national, standardized approach to
33 incident management and response that sets uniform processes and procedures for
34 emergency response operations.
35
- 36 G. Sensitive Information – Any document not considered under State law to be eligible for
37 confidential status, shared with any signatory of this Agreeemnt that is marked sensitive,
38 including but not limited to any map, report, notes, papers, opinion, or e-mail which relates
39 to the system vulnerabilities of a Member or Associate Member.
40

41 **ARTICLE III.**
42 **ADMINISTRATION**
43

44 The Mutual Aid and Assistance Program shall be administered through a Statewide Committee.
45 The Committee, under the leadership of an elected Chairperson, shall meet at least annually to
46 address Mutual Aid and Assistance Program issues. The Committee shall also meet at least
47 annually to review emergency preparedness and response procedures. In addition to
48 representing the interests of the Members, the Committee may include representatives from MT
49 Department of Environmental Quality, Montana Section American Water Works Association,
50 Montana Rural Water Systems, Montana Water Environment Association, Midwest Assistance
51 Program, Montana Association of Water and Sewer Systems and similar organizations as

1 outlined in the MTWARN Bylaws. Under the leadership of the Chair, the Committee members
2 shall plan and coordinate emergency planning and response activities for the Mutual Aid and
3 Assistance Program.

4
5 **ARTICLE IV.**
6 **PROCEDURES**

7
8 In coordination with emergency management and public health system of the state, the
9 Committee shall develop operational and planning procedures for the Mutual Aid and
10 Assistance Program. These procedures shall be reviewed at least annually and updated as
11 needed.

12
13 **ARTICLE V.**
14 **REQUESTS FOR ASSISTANCE**

15
16 A. Member Responsibility: Members shall identify an Authorized Official and alternates;
17 provide contact information including 24-hour access and maintain resource information that
18 may be available from the utility for mutual aid and assistance response. Such contact
19 information shall be updated annually or when changes occur and provided to the
20 Committee.

21
22 In the event of an Emergency, a Member's Authorized Official may request mutual aid and
23 assistance from a participating Member. Requests for assistance can be made orally or in
24 writing. When made orally, the request for personnel, equipment, and supplies shall be
25 prepared in writing as soon as practicable. Requests for assistance shall be directed to the
26 Authorized Official of the participating Member. Specific protocols for requesting aid shall
27 be provided in the required procedures (Article IV).

28
29 B. Response to a Request for Assistance – Members are not obligated to respond to a request.
30 After a Member receives a request for assistance, the Authorized Official evaluates whether
31 to respond, whether resources are available to respond, or if other circumstances would
32 hinder response. Following the evaluation, the Authorized Official shall inform, as soon as
33 possible, the Requesting Member whether it will respond. If the Member is willing and able
34 to provide assistance, the Member shall inform the Requesting Member about the type of
35 available resources and the approximate arrival time of such assistance.

36
37 C. Discretion of Responding Member's Authorized Official – Execution of this Agreement does
38 not create any duty to respond to a request for assistance. When a Member receives a
39 request for assistance, the Authorized Official shall have sole and absolute discretion as to
40 whether to respond, or the availability of resources to be used in such response. An
41 Authorized Member's decisions on the availability of resources shall be final and under no
42 circumstances constitute grounds for any claim of any nature against a Member.

43
44 **ARTICLE VI.**
45 **RESPONDING MEMBER PERSONNEL**

46
47 A. National Incident Management System - When providing assistance under this Agreement,
48 the Requesting Member and Responding Member shall be organized and shall function
49 under the National Incident Management System.

50

- 1 B. Control - While employees so provided may be under the supervision of the Responding
2 Member, the Responding Member's employees come under the direction and control of the
3 Requesting Member, consistent with the NIMS Incident Command System to address the
4 needs identified by the Requesting Member. The Requesting Member's Authorized Official
5 shall coordinate response activities with the designated supervisor(s) of the Responding
6 Member(s). The Responding Member's designated supervisor(s) must keep accurate
7 records of work performed by personnel during the specified Period of Assistance.
8
- 9 C. Food and Shelter – Whenever practical, Responding Member personnel must be self
10 sufficient for up to 72 hours. When possible, the Requesting Member shall supply
11 reasonable food and shelter for Responding Member personnel. If the Requesting Member
12 is unable to provide food and shelter for Responding personnel, the Responding Member's
13 designated supervisor is authorized to secure the resources necessary to meet the needs of
14 its personnel. Except as provided below, the cost for such resources must not exceed the
15 State per diem rates for that area. To the extent Food and Shelter costs exceed the State
16 per diem rates for the area, the Responding Member must demonstrate that the additional
17 costs were reasonable and necessary under the circumstances. Unless otherwise agreed
18 to in writing, the Requesting Member remains responsible for reimbursing the Responding
19 Member for all reasonable and necessary costs associated with providing food and shelter,
20 if such resources are not provided.
21
- 22 D. Communication – The Requesting Member shall provide Responding Member personnel
23 with radio equipment as available, or radio frequency information to program existing radio,
24 in order to facilitate communications with local responders and utility personnel.
25
- 26 E. Status - Unless otherwise provided by law, the Responding Member's officers and
27 employees retain the same privileges, immunities, rights, duties and benefits as provided in
28 their respective jurisdictions.
29
- 30 F. Licenses and Permits – To the extent permitted by law, Responding Member personnel that
31 hold licenses, certificates, or permits evidencing professional, mechanical, or other skills
32 shall be allowed to carry out activities and tasks relevant and related to their respective
33 credentials during the specified Period of Assistance.
34
- 35 G. Right to Withdraw - The Responding Member's Authorized Official retains the right to
36 withdraw some or all of its resources at any time for any reason in the Responding
37 Member's sole and absolute discretion and exercise of such right shall under no
38 circumstances constitute grounds for any claim against a Responding Member or its
39 Authorized Official. Notice of intention to withdraw must be communicated to the
40 Requesting Member's Authorized Official as soon as is practicable under the circumstances.
41

42 **ARTICLE VII.**
43 **COST- REIMBURSEMENT**
44

45 The Requesting Member shall reimburse the Responding Member for each of the following
46 categories of costs incurred during the specified Period of Assistance as agreed in whole or in
47 part by both parties; provided, that any Responding Member may assume in whole or in part
48 such loss, damage, expense, or other cost, or may loan such equipment or donate such
49 services to the Requesting Member without charge or cost.
50
51

- 1 A. Personnel – The Responding Member shall be reimbursed by the Requesting Member for
2 personnel costs incurred for work performed during the specified Period of Assistance.
3 Responding Member personnel costs shall be calculated according to the terms provided in
4 their employment contracts or other conditions of employment. The Responding Member’s
5 designated supervisor(s) must keep accurate records of work performed by personnel
6 during the specified Period of Assistance. Requesting Member reimbursement to the
7 Responding Member must consider all personnel costs, including salaries or hourly wages,
8 costs for fringe benefits, and indirect costs.
9
- 10 B. Equipment – The Requesting Member shall reimburse the Responding Member for the use
11 of equipment during the specified Period of Assistance, including, but not limited to,
12 reasonable rental rates, all fuel, lubrication, maintenance, transportation, and
13 loading/unloading of loaned equipment. All equipment shall be returned to the Responding
14 Member in good working order as soon as is practicable and reasonable under the
15 circumstances. At a minimum, rates for equipment use must be based on the Federal
16 Emergency Management Agency’s (FEMA) Schedule of Equipment Rates. If a Responding
17 Member uses rates different from those in the FEMA Schedule of Equipment Rates, the
18 Responding Member must provide such rates orally or in writing to the Requesting Member
19 prior to supplying the equipment. Mutual agreement on which rates are used must be
20 reached in writing prior to dispatch of the equipment. Reimbursement for equipment not
21 referenced on the FEMA Schedule of Equipment Rates must be developed based on actual
22 recovery of costs. If Responding Member must lease a piece of equipment while its
23 equipment is being repaired, Requesting Member shall reimburse Responding Member for
24 such rental costs.
25
- 26 C. Materials and Supplies – The Requesting Member must reimburse the Responding Member
27 in kind or at actual replacement cost, plus handling charges, for use of expendable or non-
28 returnable supplies. The Responding Member must not charge direct fees or rental charges
29 to the Requesting Member for other supplies and reusable items that are returned to the
30 Responding Member in a clean, damage-free condition. Reusable supplies that are
31 returned to the Responding Member with damage must be treated as expendable supplies
32 for purposes of cost reimbursement.
33
- 34 D. Payment Period – The Responding Member must provide an itemized bill to the Requesting
35 Member for all expenses incurred by the Responding Member while providing assistance
36 under this Agreement. The Responding Member must send the itemized bill not later than
37 (90) ninety days following the end of the Period of Assistance. The Responding Member
38 may request additional periods of time within which to submit the itemized bill, and
39 Requesting Member shall not unreasonably withhold consent to such request. The
40 Requesting Member must pay the bill in full on or before the forty-fifth (45th) day following
41 the billing date. The Requesting Member may request additional periods of time within
42 which to pay the itemized bill, and Responding Member shall not unreasonably withhold
43 consent to such request, provided, however, that all payment shall occur not later than one-
44 year after the date a final itemized bill is submitted to the Requesting Member.
45
- 46 E. Records - Each Responding Member and its duly authorized representatives shall have
47 access to a Requesting Member’s books, documents, notes, reports, papers and records
48 which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of
49 a cost bill or making a financial, maintenance or regulatory audit. Each Requesting Member
50 and its duly authorized representatives shall have access to a Responding Member’s books,
51 documents, notes, reports, papers and records which are directly pertinent to this

1 Agreement for the purposes of reviewing the accuracy of a cost bill or making a financial,
2 maintenance or regulatory audit. Such records shall be maintained for at least three (3)
3 years or longer where required by law.
4

5 **ARTICLE VIII.**
6 **DISPUTES**
7

8 If any controversy or claim arises out of, or relates to, the execution of the Agreement, including,
9 but not limited to, alleged breach of the Agreement, the disputing Members shall first attempt to
10 resolve the dispute by negotiation, followed by mediation and finally shall be settled by
11 arbitration in accordance with the Rules of the American Arbitration Association. Any court of
12 competent jurisdiction may enter the judgment rendered by the arbitrators as final judgment that
13 is binding on the parties.
14

15 **ARTICLE IX.**
16 **REQUESTING MEMBER'S DUTY TO INDEMNIFY**
17

- 18 A. For Public Entities: Immunity from liability under this agreement shall be as set forth in Title
19 10, Chapter 3, Parts 1 and 9 of Montana Code Annotated.
20
- 21 B. For Private Entities: The Requesting Member shall assume the defense of, fully indemnify
22 and hold harmless, the Responding Member, its officers and employees, from all claims,
23 loss, damage, injury and liability of every kind, nature and description, directly or indirectly
24 arising from Responding Member's work, inaction and/or withdrawal of work or resources
25 during a specified Period of Assistance. The scope of the Requesting Member's duty to
26 indemnify includes, but is not limited to, suits arising from, or related to, negligent or wrongful
27 or withheld use of equipment or supplies on loan to the Requesting Member, or faulty
28 workmanship or other negligent acts, errors or omissions by Responding Member or the
29 Responding Member personnel. The Requesting Member's duty to indemnify is subject to,
30 and shall be applied consistent with, the conditions set forth in Article X.
31
- 32 C. For Tribal Entities: A federally recognized Indian tribe located within the boundaries of the
33 state may participate in this agreement as allowed in Title 10, Chapter 3, Part 9 of Montana
34 Code Annotated. In this case, immunity from liability under this agreement shall be as set
35 forth in Title 10, Chapter 3, Parts 1 and 9 of Montana Code Annotated.
36

37 **ARTICLE X.**
38 **SIGNATORY INDEMNIFICATION**
39

- 40
- 41 A. For Public Entities: This Article shall not apply.
42
- 43 B. For Private Entities: In the event of a liability, claim, demand, action, or proceeding of
44 whatever kind or nature arising out of a specified Period of Assistance, the Members who
45 receive assistance shall have a duty to defend, indemnify, save and hold harmless all Non-
46 Responding Members, their officers, agents and employees from any liability, claim,
47 demand, action, or proceeding of whatever kind or nature, including legal fees, arising out of
48 a Period of Assistance to the extent provided by law.
49
- 50 C. For Tribal Entities: Signatory indemnification shall be in accordance with the laws of the
51 State of Montana.

1
2
3 **ARTICLE XI.**
4 **WORKER'S COMPENSATION CLAIMS**

5 The Responding Member is responsible for providing worker's compensation benefits and
6 administering worker's compensation for its employees. The Requesting Member is responsible
7 for providing worker's compensation benefits and administering worker's compensation for its
8 employees.

9
10 **ARTICLE XII.**
11 **NOTICE**

12
13 A Member who becomes aware of a claim or suit that in any way, directly or indirectly,
14 contingently or otherwise, affects or might affect other Members of this Agreement shall provide
15 prompt and timely notice to the Members who may be affected by the suit or claim. Each
16 Member reserves the right to participate in the defense of such claims or suits as necessary to
17 protect its own interests.

18
19 **ARTICLE XIII.**
20 **INSURANCE**

21
22 Members of this Agreement shall maintain an insurance policy or maintain a self insurance
23 program that covers activities that it may undertake by virtue of membership in the Mutual Aid
24 and Assistance Program.

25
26 **ARTICLE XIV.**
27 **SENSITIVE AND CONFIDENTIAL INFORMATION**

28
29 To the extent provided by law, any Member or Associate Member shall maintain in the strictest
30 confidence and shall take all reasonable steps necessary to prevent the disclosure of any
31 Confidential Information or Sensitive Information disclosed under this Agreement. If any
32 Member, Associate Member, third party or other entity requests or demands, by subpoena or
33 otherwise, that a Member or Associate Member disclose any Confidential Information disclosed
34 under this Agreement, the Member or Associate Member shall immediately notify the owner of
35 the Confidential Information and shall take all reasonable steps necessary to prevent the
36 disclosure of any Confidential Information by asserting all applicable rights and privileges with
37 respect to such information and shall cooperate fully in any judicial or administrative proceeding
38 relating thereto. Confidential Information and Sensitive Information shall not be copied or
39 distributed without permission of the owner and the original shall be returned to the owner and
40 copies returned or destroyed after they are no longer needed to provide assistance.

41
42 **ARTICLE XV.**
43 **EFFECTIVE DATE**

44
45 This Agreement shall be effective after the Water and Wastewater Utility's authorized
46 representative executes the Agreement and the Committee Chair receives the Agreement. The
47 Committee Chair shall maintain a master list of all members of the Mutual Aid and Assistance
48 Program.

1 **ARTICLE XVI.**
2 **WITHDRAWAL**
3

4 A Member may withdraw from this Agreement by providing written notice of its intent to
5 withdraw to the Committee Chair. Withdrawal takes effect 60 days after the appropriate officials
6 receive notice. Withdrawal from this Agreement shall in no way affect a Requesting Member's
7 duty to reimburse a Responding Member for cost incurred during a Period of Assistance or a
8 Requesting Member's duty to indemnify a Responding Member as herein provided, which duties
9 shall survive such withdrawal.
10

11 **ARTICLE XVII.**
12 **MODIFICATION**
13

14 No provision of this Agreement may be modified, altered or rescinded by individual parties to the
15 Agreement. Modifications to this Agreement may be due to programmatic operational changes
16 to support the agreement, legislative action, creation of an interstate aid and assistance
17 agreement, or other developments. Modifications require a simple majority vote of Members.
18 The Committee Chair must provide written notice to all Members of approved modifications to
19 this Agreement. Approved modifications take effect 60 days after the date upon which notice is
20 sent to the Members.
21

22 **ARTICLE XVIII.**
23 **SEVERABILITY**
24

25 The parties agree that if any term or provision of this Agreement is declared by a court of
26 competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms
27 and provisions shall not be affected, and the rights and obligations of the parties shall be
28 construed and enforced as if the Agreement did not contain the particular term or provision held
29 to be invalid.
30

31 **ARTICLE XIX.**
32 **PRIOR AGREEMENTS**
33

34 This Agreement supersedes all prior Agreements between Members to the extent that such
35 prior Agreements are inconsistent with this Agreement.
36

37 **ARTICLE XX.**
38 **PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES**
39

40 This Agreement is for the sole benefit of the Members and no person or entity must have any
41 rights under this Agreement as a third party beneficiary. Assignments of benefits and
42 delegations of duties created by this Agreement are prohibited and must be without effect.
43

44 **ARTICLE XXI.**
45 **INTRASTATE AND INTERSTATE MUTUAL AID AND ASSISTANCE PROGRAMS**
46

47 To the extent practicable, Members of this Agreement shall participate in Mutual Aid and
48 Assistance activities conducted under the State of Montana Intrastate Mutual Aid System and
49 the Interstate Emergency Management Assistance Compact (EMAC). Members may voluntarily
50 agree to participate in an interstate Mutual Aid and Assistance Program for water and
51 wastewater utilities through this Agreement if such a Program were established.

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Now, therefore, in consideration of the covenants and obligations set forth in this Agreement, the Water and Wastewater Utility listed here manifests its intent to be a Member of the Intrastate Mutual Aid and Assistance Program for Water and Wastewater Utilities by executing this Agreement on this _____ day of _____ 20__.

Water/Wastewater Utility: _____

By: _____

By: _____

Title: _____

Title _____

Please Print Name

Please Print Name

Approved as to form and legality

By: _____
Attorney for Utility

Please Print Name

Accepted by MTWARN

By: _____

Title: Chairperson _____

Date: _____



Item: Construction Contract Award: Agri-Business Park Sewer Lift Station #30 Generator Slab & Drainage Improvements, O. F. 1348.8

From: Engineering Division

Initiated By: Public Works Department

Presented By: Jim Rearden, Public Works Director

Action Requested: Consider Bids and Award Construction Contract

Suggested Motion:

1. Commissioner moves:

“I move the City Commission award a contract in the amount of \$44,500.00 to Coleman Construction, Inc. for the Agri-Business Park Sewer Lift Station #30 Generator Slab & Drainage Improvements, O. F. 1348.8, and authorize the City Manager to execute the agreements.”

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

Staff Recommendation: Approve construction contract award.

Background:

Significant Impacts

This project involves leveling a concrete slab located under the Lift Station #30 generator that has settled and begun to crack. Site grading will also be done to improve the overall drainage of the area and divert runoff away from the lift station facility into a drainage culvert.

Citizen Participation

Not Applicable

Workload Impacts

Big Sky Civil & Environmental, Inc. (BSC&E) completed the project design and will perform construction inspection and contract administration duties. City engineering staff will assist with project administration duties.

Purpose

The Lift Station #30 generator slab has settled and caused the generator to become out of level. This has caused problems with normal operations and if the settling continues will cause the generator to be inoperable until it is brought back to a level grade. Micropiles will be drilled to bedrock and then used to support a jacking system to raise the slab. Once level, a concrete slurry will be pumped into all the voids under the slab. The site grading improvements will keep water from saturating the soils around the slab and causing the soils to become unstable.

Project Work Scope

The project will install micropiles and repair the concrete slab under the Lift Station #30 Generator. The slab will be brought back to level and reinforcing will be installed to prevent future settling and cracking. This work will be accomplished while keeping the lift station operational. Site grading will also be completed to improve the overall drainage of the area. These drainage improvements are being done with the cooperation of the adjoining property owner, Malteurop.

Evaluation and Selection Process

2 bids were received and opened for this project on May 20, 2009. The bids ranged from \$44,500.00 to \$54,088.00. The engineer's estimate was \$49,212.00. Coleman Construction, Inc. submitted the low bid and all the necessary bid documents.

Conclusion

BSC&E recommends and City staff concurs in awarding the construction contract to Coleman Construction, Inc. in the amount of \$44,500.00

Concurrences:

Not Applicable.

Fiscal Impact

The attached bid tabulation summarizes bids that were received. This project will be funded through Sewer Capital Funds.

Alternatives:

The City Commission could vote to deny award of the construction contract.

Attachments/Exhibits:

1. Bid tabulation is attached. (Not available online; on file in City Clerk's Office.)



Item: Change Order No. 1 - Sanitary Sewer Trenchless Rehabilitation,
Phase 13, O. F. 1566

From: Engineering Division

Initiated By: Public Works Department

Presented By: Jim Rearden, Public Works Director

Action Requested: Approve Change Order No. 1

Suggested Motion:

1. Commissioner moves:

“I move the City Commission approve Change Order No. 1 in the amount of \$16,980.00 for the Sanitary Sewer Trenchless Rehabilitation, Phase 13, O. F. 1566 to Planned and Engineered Construction, Inc. and authorize the City Manager to execute the agreements.”

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

Staff Recommendation: Approve Change Order No. 1.

Background:

Significant Impacts

This change order involves adding an additional 430 feet of 9-inch CIPP lining. This work includes cleaning and videoing the pipe before installation and then lining the pipe and reinstating all service laterals located on that section of the main.

Citizen Participation

Not Applicable

Workload Impacts

The City’s Public Works Department Utility Division completed preliminary sewer main inspections that were used to identify and prioritize which mains needed rehabilitation. City engineering staff designed the project and are performing construction inspection and contract administration duties.

Purpose

The mains are made of vitrified clay and are past their expected useful lifespan. The mains have begun to crack and in some cases pieces of pipe have broken away, causing holes to form in the sewers. This causes an environmental concern and also maintenance problems in keeping the lines flowing and in proper working order. The additional sewer main being lined with this change order had recently collapsed, requiring an emergency dig out to repair it. The depth of the main is twenty three feet deep which is very costly, time consuming and dangerous to excavate in the constrictive work area allowed by the alley. Lining this sewer will eliminate future collapses and emergency dig outs being required due to the poor condition of the clay pipe. This sewer main is located on the 1800 block of 3rd Alley North.

This project is using the trenchless technology installation method of installing Cured-In-Place-Pipe (CIPP) liner into existing pipes. Trenchless technology was chosen for this project for several reasons, including lower cost, ease of installation, greatly reduced surface disruption, and elimination of utility conflicts. Once lined, these sewer mains will have an additional estimated useful lifespan of fifty years.

Project Work Scope

This project will rehabilitate approximately 4,900 linear feet of 8-inch and 9-inch diameter mains that are located in eleven locations spread around the City.

Evaluation and Selection Process

Two bids were received and opened for this project on March 18, 2009. The bids were \$160,901.00 and \$185,940.00. Due to irregularities in the submission of the low bid by Insituform, it had to be rejected. The City Commission awarded the contract to Planned and Engineered Construction, Inc. April 7, 2009 for the amount of \$185,940.00. Change Order No. 1 will increase the total contract value to \$202,920.00.

Conclusion

City staff recommends approving Change Order No. 1 to Planned and Engineered Construction, Inc. in the amount of \$16,980.00.

Concurrences: Not Applicable

Fiscal Impact: The additional funding will come from Sewer Capital Funds.

Alternatives: The City Commission could vote to deny Change Order No. 1

Attachments/Exhibits:

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



Item: Change Order No. 2 – Water Treatment Plant Headhouse Floor Replacement, O. F. 1332.6

From: Engineering Division

Initiated By: Public Works Department

Presented By: Jim Rearden, Public Works Director

Action Requested: Approve Change Order No. 2

Suggested Motion:

1. Commissioner moves:

"I move the City Commission approve Change Order No. 2 in the amount of \$57,832.50 for the Water Treatment Plant Headhouse Floor Replacement, O. F. 1332.6, to Dick Anderson Construction, Inc. and authorize the City Manager to execute the agreements."

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

Staff Recommendation: Approve Change Order No. 2.

Background:

Significant Impacts

This change order includes two separate items. The first item involves cleaning and resurfacing one of the three alum tanks in the headhouse floor and reinstalling a rubber liner into it. During construction it was found that the rubber liner had developed a leak and that some corrosion has taken place in the tank itself. This corrosion will be ground off and a coal tar epoxy coating will be applied to reseal the tank. The cost of this item is \$4,067.00. The second item involves adding column reinforcing to the twenty four columns located on the basement and first floor of the headhouse building. During construction, columns on the first floor showed signs of cracking and spalling. It was determined that the columns were composed of the same poor quality concrete that made up the original headhouse floor. Our consultant, TDH, has proposed installing steel wraps around each one of the columns to restore their structural integrity. The cost of this work is \$53,765.50.

Citizen Participation

Not applicable

Workload Impacts

Thomas, Dean & Hoskins, Inc. (TDH) completed the project design and is performing construction inspection and contract administration duties. City engineering and water treatment plant staff are assisting with project administration duties.

Purpose

This is one of a series of projects to construct operational improvements at the Water Plant. During a previous construction project, the concrete floor in the Water Plant's headhouse was found to be in very poor condition. An initial attempt to chip away the deteriorated surface and then install a new concrete surface found that the entire depth of the floor was structurally unsound. The headhouse contains one of the plant's three alum tanks used for water treatment and various electrical equipment needed for plant operations. Under an engineering contract, TDH evaluated the floor and determined that total replacement would be the best option. Once replaced, the area would be usable again for storage plus resolve future safety and structural problems. Along with the new floor, a secondary containment system was installed. This containment system will protect against any chemical leaks or spills from the four alum tanks located on the upper floor of the headhouse. This containment is a Montana Department of Environmental Quality (DEQ) requirement.

Project Work Scope

Approximately 1600 square feet of existing 8-inch thick reinforced concrete flooring was demolished along with the supporting beams, and a new 8-inch floor with support beams was poured back. All this work was completed while keeping Water Plant operations up and running. Work was completed in the winter months because of lower water demands during that period of time. The secondary containment system involved installing a water proof curb around all three alum chemical tanks in the headhouse and connecting to a drain that feeds to a new overflow tank located outside of the headhouse. Substantial completion has been reached on the original project scope. The remaining change order work will not affect operations at the water plant.

Evaluation and Selection Process

Two bids were received and opened for this project on October 22, 2008. Dick Anderson Construction submitted the low bid of \$544,450 and the City Commission awarded the contract November 4, 2008. Change Order No. 1 was approved April 21, 2009 for the amount of \$5,000.00 which involved coating the underside of the new floor with an epoxy based paint. This change order will increase the total contract value to \$607,282.50.

Conclusion

City staff recommends approving Change Order No. 2 to Dick Anderson Construction, Inc. for the amount of \$57,832.50.

Concurrences:

Our consultant on the project, Thomas, Dean & Hoskins, concurs with acceptance of Change Order No. 2.

Fiscal Impact:

The additional funding will come from the Water Capital Funds.

Alternatives:

The City Commission could vote to deny Change Order No. 2.

Attachments/Exhibits:

1. Change Order No. 2 is attached. (Not available online; on file in City Clerk's Office.)



Item: Change Order No. 2 and Final Payment – 2008 CDBG (Community Development Block Grant) Handicap Ramps, O. F. 1537.1

From: Engineering Division

Initiated By: Public Works Department

Presented By: Jim Rearden, Public Works Director

Action Requested: Approve Change Order No. 2 and Final Pay Request

Suggested Motion:

1. Commissioner moves:

"I move the City Commission approve Change Order No. 2 in the amount of \$1,560.80 and Final Payment for the 2008 CDBG Handicap Ramps, O. F. 1537.1, in the amount of \$2,475.00 to Kuglin Construction and \$25.00 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 Change Order No. 2 and Final Payment Request.

Background:

Significant Impacts

This change order involves additional curb and gutter, sidewalk, and handicap ramps installed on Central Avenue and 36th Street. During the course of the project less asphalt replacement was required enabling that funding to go toward constructing additional handicap ramp corners and maximizing the benefits of the CDBG grant.

Citizen Participation

Not applicable

Workload Impacts

City engineering staff applied for and was awarded the CDBG grant, designed the project, and performed construction inspection and contract administration duties. The Community Development Department is administering the CDBG program and is performing grant and other administrative duties.

Purpose

This project constructed Americans with Disabilities Act (ADA) approved handicap ramps at various intersections throughout the city. This allows better access for pedestrians and promotes walking in the City. This is the 8th phase of what is hoped to be an ongoing series of CDBG funded projects to install handicap ramps on a citywide basis. These projects are related to a program to repair hazardous sidewalks.

Project Work Scope

Approximately 740 linear feet of new curb and gutter, 4,400 square feet of new sidewalk for handicap ramps, 530 square feet of 6 inch reinforced concrete, 256 square feet of truncated domes, and 2,700 square feet of new sod was installed on this project. Eight existing horseshoe style drainage inlets were replaced with new curb style inlets during this project as well.

Evaluation and Selection Process

Three bids were received and opened for this project on September 10, 2008. Kuglin Construction submitted the low bid of \$100,650 and the City Commission awarded the contract on September 16, 2008. Change Order No. 1 was approved January 20, 2009 in the amount of \$14,382.80. This change order involved work added due to a water main break that required constructing a new handicap ramp. Change Order No. 2 will increase the final contract value to \$116,593.60.

Conclusion

City staff recommends approving Change Order No. 2 to Kuglin Construction in the amount of \$1,560.80 and making the Final Payments. City staff has verified that Kuglin Construction has completed all work and punch-list items in accordance with the plans and contract.

Concurrences:

Not Applicable.

Fiscal Impact:

The additional funding of \$1,560.80 will come from the CDBG grant.

Alternatives:

The City Commission could vote to deny Change Order No. 2 and Final Payment.

Attachments/Exhibits:

1. Change Order No. 2 and Application for Final Pay is attached.
(Not available online; on file in the City Clerk's Office.)



Item: Reappointment to the Police Commission
From: City Manager's Office
Initiated By: City Commission
Presented By: City Commission
Action Requested: Reappoint Martin Sinclair to the Police Commission

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission reappoint Martin Sinclair to the Police Commission for a three-year term beginning July 1, 2009, through June 30, 2012.”

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

Staff Recommendation: It is recommended that the City Commission reappoint Martin Sinclair to the Police Commission for a three-year term beginning July 1, 2009, through June 30, 2012.

Background: Martin Sinclair was appointed to the Police Commission on April 17, 2007, for a two-year term. Mr. Sinclair is eligible for and interested in reappointment.

Purpose

The Police Commission reviews all Police Department applicants for police officer positions and hears disciplinary appeals for the Police Department. The Commission is composed of three members appointed by the City Commission.

Evaluation and Selection Process

There was no advertisement done for this position since Mr. Sinclair is eligible for and interested in reappointment. Members must reside within the City.

Continuing members of this board are:

Thomas Meeks
Joseph Tropila

Concurrences: Not applicable.

Fiscal Impact: Not applicable.

Alternatives: Seek other applicants.

Attachments/Exhibits: None.



Item: Reappointment to the Business Improvement District

From: City Manager's Office

Initiated By: City Commission

Presented By: City Commission

Action Requested: Reappoint one member to the Business Improvement District

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission reappoint Hayley Lenington-Leray to a four-year term through June 30, 2013, to the Business Improvement District.”

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

Staff Recommendation: It is recommended that the City Commission reappoint Hayley Lenington-Leray to the Business Improvement District for a four-year term through June 30, 2013.

Background: Hayley Lenington-Leray was appointed to the Business Improvement District on October 6, 2008, to fill the remainder of a four-year term. She is interested in and eligible for reappointment.

Purpose

The Business Improvement District consists of seven members appointed by the City Commission. Members must be owners of property within the boundaries of the Business Improvement District or their personal representative, agent, or guardian (MCA§7-12-1121). The B.I.D. oversees the functions, operations, management and administration as necessary to carry out the purposes and objectives of the Business Improvement District.

Continuing members of this board are:

Steve Alley
Julie Duffy
Allison Fried
Patrick Laabs
Anthony Longin
Stacey Schaefer

Concurrences: Not applicable.

Fiscal Impact: Not applicable.

Alternatives: Seek alternative citizen interest.

Attachments/Exhibits: None.