



# City Commission Agenda

for

## October 6, 2008

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

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

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**ANNOUNCEMENTS**

Great Falls Voyagers Championship Announcement – Jim Keough and Vinney Purpura

**NEIGHBORHOOD COUNCILS**

1. Miscellaneous reports and announcements.

**PUBLIC HEARINGS**

2. Ord. 3015, Rezone Parcel Mark No. P1, Section 5, T20N, R4E (City-owned parcel previously used as compost site on 38<sup>th</sup> Street North.) Rezones property from POS Parks and open space district to M-2 Mixed-use transitional district. Action: Reconvene public hearing and adopt or deny Ord. 3015. **(Presented by: Ben Rangel)**
3. Amended Plat, Findings of Fact, and Annexation Agreement of Lots 1-4, Block 2, and Lots 1-14 & 20-28, Block 3, Finlay's Supplement to Prospect Park Addition and abutting Rights-of-Way. **(Presented by: Ben Rangel)**
  - A. Res. 9775, Annexes southerly 45 feet of Lots 1-4, Block 2, and Lots 1-14, Block 3 and all of Lots 20-28, Block 3, Finlay's Supplement to Prospect Park Addition. Action: Conduct joint public hearing and adopt or deny Res. 9775 and approve the Amended Plat, Findings of Fact and Annexation Agreement.
  - B. Ord. 3018, Assigns zoning classification of R-3 Single-family high density district to the unincorporated portion of said Amended Plat. Action: Conduct joint public hearing and adopt or deny Ord. 3018.
4. Foxwood Estates Subdivision, located south of Park Garden Road between Park Garden Estates and Park Garden Lane. **(Presented by: Ben Rangel)**
  - A. Res. 9773, Annexes said property. Action: Conduct joint public hearing and adopt or deny Res. 9773 and approve the final subdivision plat and Annexation Agreement.
  - B. Ord. 3016, Assigns zoning classification of R-1 Single-family suburban district. Action: Conduct joint public hearing and adopt or deny ord. 3016.

5. Res. 9779, Parking Meter Rate and Meter Violation Fine Increases. Establishes parking meter rates and fine violations. Action: Conduct public hearing and adopt or deny Res. 9779. **(Presented by: Mike Rattray)**

## **OLD BUSINESS**

## **NEW BUSINESS**

6. Emergency Medical Services Performance Contract with Great Falls Emergency Services. Action: Approve or deny Performance Contract. **(Presented by: Randy McCamley)**
7. Loan Forgiveness, Great Falls Development Authority. Approve request of Great Falls Development to forgive outstanding loan balance of \$245,425.99. Action: Approve or deny forgiveness. **(Presented by: Brett Doney)**

## **ORDINANCES/RESOLUTIONS**

8. Ord. 3017, Assign zoning to the South 75 feet of Lots 17-21, Block 17, University Addition and Portions of 15<sup>th</sup> Street SW and 17<sup>th</sup> Avenue SW, addressed as 1505 17<sup>th</sup> Avenue Southwest and portions of 15<sup>th</sup> Street Southwest and 17<sup>th</sup> Avenue Southwest. Assigns zoning classification of R-3 Single-family high density district to said property. Action: Accept Ord. 3017 on first reading and set a public hearing for November 5, 2008. **(Presented by: Ben Rangel)**
9. Ord. 3019, Assign zoning to the Amended Plat of Tract 3, Block 14 and Block 15, Belview Palisade Addition. Assigns zoning classification of R-3 Single-family high density district and granting a conditional use permit for a worship facility on said property. Action: Accept Ord. 3019 on first reading and set public hearing for November 5, 2008. **(Presented by: Ben Rangel)**
10. Ord. 3021, Rezone Incorporated Portion and Assign City Zoning to Unincorporated Portion of Parcel No. 2 in Beebe Tract 35. Establishes zoning of C-2 General commercial district on said property. Action: Accept Ord. 3021 on first reading and set public hearing for November 5, 2008. **(Presented by: Ben Rangel)**
11. Ord. 3022, Create Great Falls International Airport Tax Increment Financing Industrial District. Action: Accept Ord. 3022 on first reading and set public hearing for November 5, 2008. **(Presented by: Ben Rangel)**
12. Res. 9780, Rescinding Amended Resolution 9749. Rescinds Resolution 9749 which created an Animal Ordinance/Shelter Operations Advisory Committee. Action: Adopt or deny Res 9780. **(Presented by: Cheryl Patton)**
13. Res. 9782, Re-Establishing Insurance and Bond Requirements Required by Contractors. Action: Adopt or deny Res. 9782 and Repeal Res. 9295. **(Presented by: Jim Rearden)**

**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.*

14. Minutes, September 16, 2008, Commission meeting.
  15. Total Expenditures of \$2,741,767 for the period of September 8-October 1, 2008, to include claims over \$5000, in the amount of \$2,358,458.
  16. Contracts list.
  17. Grant list.
  18. Set public hearing for October 21, 2008, on Res. 9783 for consideration of naming the Dog Park.
  19. Award Construction Contract for the West Bank Park Storm Drain Outfall Improvements to Phillips Construction LLC in the amount of \$430,520.
  20. Award contract for roof Repair of Fire Station 2 and Fire Training Center to McLees Incorporated in the amount of \$85,753.
  21. Approve Interlocal Agreement-MOU with Cascade County Sheriff's Office directing the FY 08 Justice Assistance Grant Funds to the Cascade County Sheriff's Office.
  22. Approve Labor Agreement with the International Association of Fire Fighters, Local 8.
  23. Postpone bid award for Animal Shelter Medical Director Contract.
- Action: Approve Consent Agenda or remove items for further discussion and approve remaining items.

#### **BOARDS & COMMISSIONS**

24. Appointment, City-County Health Board. Appoint one member to the City-County Health Board to fill the remainder of a three-year term through December 31, 2009.
25. Appointments, Business Improvement District. Appoint two members to four-year terms through June 30, 2012, and appoint one member to fill the remainder of a four-year term through June 30, 2009.
26. Amended Plat, Findings of Fact and Development Agreement, related to a portion of Lot 1, Block 19, Sun River Park Addition.  
Action: Approve or deny amended Plat, Findings of Fact and Development Agreement. **(Presented by: Ben Rangel)**
27. Miscellaneous reports and announcements.

#### **CITY MANAGER**

28. Designate Acting City Manager for October 8-10, 2008.
29. 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)*

30. Miscellaneous reports and announcements.

#### **CITY COMMISSION**

31. Miscellaneous reports and announcements.

#### **MOTION TO ADJOURN**



**Item:** Continued Public Hearing - Ordinance 3015 to rezone Parcel Mark No.P1, Section 5, T20N, R4E (City-owned parcel previously used as compost site)

**From:** Bill Walters, Senior Planner

**Initiated By:** City Administration

**Presented By:** Benjamin Rangel, Planning Director

**Action Requested:** City Commission adopt Ordinance 3015

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**Public Hearing:**

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

**Suggested Motion:** (Alternative motions for Commission consideration.)

1. Commissioner moves:
    - a) "I move that the City Commission (adopt/deny) Ordinance 3015."
    - or
    - b) "I move that the City Commission deny Ordinance 3015 with the understanding such action does not preclude repetition and reconsideration of the rezoning at such time a specific use for subject property is proposed or identified."
  2. Mayor calls for a second, discussion, and calls for the vote.
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**Recommendations:**

The City Zoning Commission, at the conclusion of a public hearing held July 22, 2008, passed a motion on a 4 to 2 vote recommending the City Commission rezone Parcel Mark No. P1, Section 5, T20N, R4E, from POS Parks and open space district to M-2 Mixed-use transitional district.

Neighborhood Councils 4 and 8 considered the rezoning during meetings held August 28, 2008, and September 18, 2008, respectively, and each passed a motion recommending the zoning for Parcel Mark No. P1 remain POS Parks and open space district.

**Background:** The City is the owner of a 10.64 acre tract of land legally described as Parcel Mark No. P1, Section 5, Township 20 North, Range 4 East, Cascade County, Montana. Subject



parcel is located at the southwest corner of the intersection of 38<sup>th</sup> Street North and River Drive. Interest has been expressed in having the parcel rezoned from POS Parks and open space district to M-2 Mixed-use transitional district to make the property more marketable for development. The M-2 Mixed-use transitional district allows commercial, residential, and institutional uses and public spaces. The zoning district does not permit light or heavy industrial uses.

Please refer to the attached Vicinity/Zoning Map.

The City purchased the parcel from a subsidiary of Montana Power Company in 1992. The Park and Recreation Department used it for several years as a compost site until the operation was relocated a few years ago. The Department is not aware of any provision requiring the parcel to be retained or maintained for park or recreational uses. Additionally, the parcel was purchased using economic revolving funds with the purpose of land banking it for future possible economic development, provided any future use would be compatible with the adjoining golf course and other recreational uses in the area. No City Department has indicated a need for the parcel, either short or long term.

City water and sanitary sewer mains exist in the abutting portion of 38<sup>th</sup> Street North. Vehicular access is currently provided by via 38<sup>th</sup> Street North.

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

- a) is designed in accordance with the 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.

Parcel Mark No. P1 is bordered on the north and east sides by industrial related facilities and on the south and west sides by outdoor recreational facilities (golf course and baseballs fields).

Two primary goals of the economic development element of the City of Great Falls *Growth Policy* are:

- ◆ Attract new businesses.
- ◆ Encourage businesses and industries that will utilize existing infrastructure.

Two primary goals of the land use element of the *Growth Policy* are:

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

The *Growth Policy* also encourages compatible infill and redevelopment which offer the community the highest degrees of efficiency and sustainability. Land use changes should be compatible with the type, scale, and physical character of the neighborhood.

In addition, development upon Parcel Mark No. P1 will be subject to the review and approval of the City's Design Review Board, which considers such features as building architecture, exterior materials, colors, façade design and elevations, outdoor lighting and landscaping.

Considering the remaining procedural steps to insure quality of the built environment, staff concludes all of the above cited criteria are or can substantially be met.

As no City Department has indicated a need for subject property, either short or long term, it appears to be ideally suited for private development involving both commercial or light manufacturing and assembly use(s). Rezoning the property to M-2 Mixed-use transitional district is a step towards accommodating and facilitating the above stated goals, as well as the purpose for which the parcel was initially purchased.

Two citizens spoke during the Public Hearing before the Zoning Commission on July 22, 2008. They were Mr. Brett Doney of the Great Falls Development Authority who spoke in favor of the rezoning and Ms. Mary Gettel, 3419 Fairway Drive, who spoke in opposition to the rezoning. Ms. Gettel thought the rezoning would be an encroachment allowing industrial type uses closer to the recreational and residential uses west of 38<sup>th</sup> Street North. The Minutes of the Zoning Commission Hearing held July 22 are attached.

**Concurrences:** Other City Departments including Public Works, Community Development, Park and Recreation and Fire have been consulted regarding the rezoning.

**Fiscal Impact:** Approval of the rezoning could eventually result in private development of the property which will enhance the tax base.

**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:**

Ordinance 3015

Vicinity/Zoning Map

Minutes of the Zoning Commission Hearing held July 22, 2008

Cc: Jim Rearden, Public Works Director  
Dave Dobbs, City Engineer  
Mike Rattray, Community Development Director  
Marty Basta, Park and Recreation Director  
Neighborhood Council 8, Karen Grove, Chair, 1816 1<sup>st</sup> Avenue North  
Neighborhood Council 4, Sandra Guynn, Chair, P O Box 7047  
Brett Doney, GF Development Authority

ORDINANCE 3015

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION ON PARCEL MARK NO. P1, SECTION 5, TOWNSHIP 20 NORTH, RANGE 4 EAST, CASCADE COUNTY, MONTANA, LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF 38<sup>TH</sup> STREET NORTH AND RIVER DRIVE, FROM POS PARKS AND OPEN SPACE DISTRICT TO M-2 MIXED-USE TRANSITIONAL DISTRICT

\* \* \* \* \*

WHEREAS, on the 6<sup>th</sup> day of September, 2005, the City Commission of the City of Great Falls, Montana, adopted a certain Ordinance designated as Ordinance 2923 entitled: "AN ORDINANCE ADOPTING TITLE 17 OF THE OFFICIAL CODE OF THE CITY OF GREAT FALLS, MONTANA, PERTAINING TO LAND DEVELOPMENT CODES AND REPEALING ANY AND ALL PREVIOUS ORDINANCES OR INTERIM ORDINANCES,"; and,

WHEREAS, said Ordinance 2923 became effective the 6<sup>th</sup> day of October, 2005; and,

WHEREAS, said Ordinance 2923 has placed the following described property situated in the City of Great Falls, Cascade County, Montana, in a POS PARKS AND OPEN SPACE DISTRICT, as defined therein:

Parcel Mark No. P1, Section 5, Township 20 North, Range 4 East, Cascade County, Montana, located at the southwest corner of the intersection of 38<sup>th</sup> Street North and River Drive.

WHEREAS, notice of rezoning the above-mentioned property from the existing POS PARKS AND OPEN SPACE DISTRICT to a M-2 MIXED-USE TRANSITIONAL DISTRICT was published in the Great Falls Tribune, advising that a public hearing on this proposed change in zoning would be held on the 16th day of September, 2008, before final passage of said Ordinance herein; and,

WHEREAS, pursuant to said Ordinance 2923, a hearing was duly held after notice thereof was first duly given according to said Ordinance 2923, for the purpose of considering changing said zoning designation on said property to a M-2 MIXED-USE TRANSITIONAL DISTRICT; and,

WHEREAS, following said public hearing, it was found and recommended that the said zone change 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 zone change 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 designation on the property hereinabove described be changed from a POS PARKS AND OPEN SPACE DISTRICT to a M-2 MIXED-USE TRANSITIONAL DISTRICT.

Section 3. All Ordinances and parts of Ordinances in conflict herewith, are hereby repealed.

Section 4. This ordinance shall be in full force and effect thirty (30) days after its passage and adoption by the City Commission.

PASSED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, this 6th day of October, 2008.

\_\_\_\_\_  
Dona R. Stebbins, Mayor

ATTEST:

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

(SEAL OF CITY)

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 hereby certify that the foregoing Ordinance 3015 was placed on its final passage and passed by the City Commission of the City of Great Falls, Montana at a meeting thereof held on the 6th day of October, 2008.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said City on this 6th day of October, 2008.

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

(SEAL OF CITY)

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

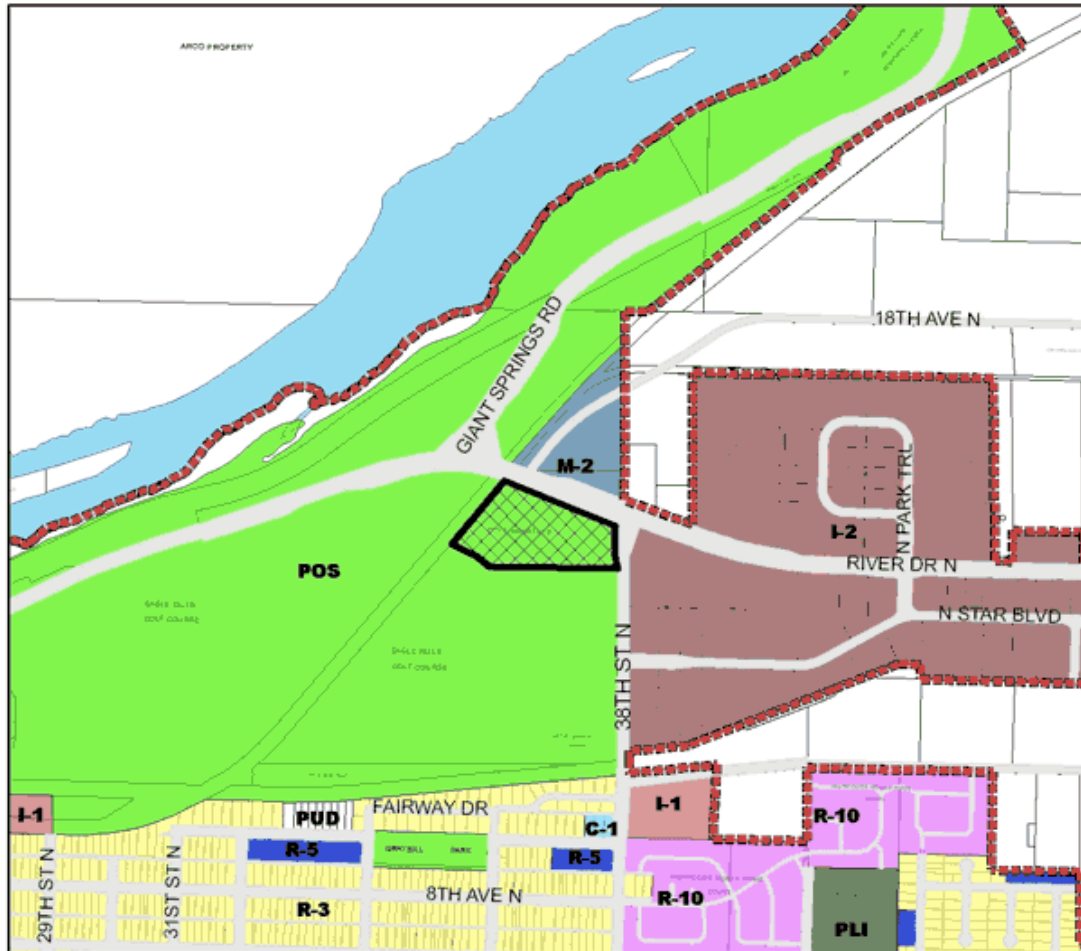
Lisa Kunz, being first duly sworn, deposes and says: That on the 6th day of October, 2008, and prior thereto, she was the City Clerk of the City of Great Falls, Montana; that as said City Clerk she did publish and post as required by law and as prescribed and directed by the Commission, Ordinance 3015 of the City of Great Falls, in three conspicuous places within the limits of said City to-wit:


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












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Lisa Kunz, City Clerk

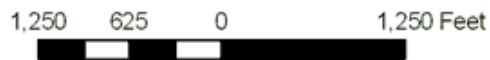
(SEAL OF CITY)

# VICINITY/ZONING MAP



 MARK P1, SECTION 5, TOWNSHIP 20 NORTH, RANGE 4 EAST, PROPOSED TO BE REZONED FROM "POS" PARKS AND OPEN SPACE DISTRICT TO "M-2" MIXED-USE TRANSITIONAL DISTRICT

- |   |  |   |
|---|--|---|
|  City Limits                     |  C-1 Neighborhood commercial        |  I-1 Light industrial        |
|  R-3 Single-family high density  |  M-2 Mixed-use transitional         |  I-2 Heavy industrial        |
|  R-5 Multi-family medium density |  PLI Public Lands and Institutional |  Tracts of land outside City |
|  R-10 Mobile home park           |  POS Parks and Open Space           |   |



# **GREAT FALLS ZONING COMMISSION**

## **MINUTES OF THE PUBLIC HEARING REZONING MARK NO. P1, SECTION 5, T20N, R4E July 22, 2008**

### **CALL TO ORDER**

The public hearing was called to order at 3:06 p.m. in the Commission Chambers of the Civic Center by Chairman John Harding.

### **ROLL CALL & ATTENDANCE**

Planning Board/Zoning Commission Members present:

Mr. Art Bundtrock  
Ms. Dana Duffy  
Mr. John Harding  
Mr. Terry Hilgendorf  
Mr. Joe Schaffer  
Mr. Wyman Taylor

Planning Board/Zoning Commission Members absent:

Mr. Ron Kinder  
Dr. Greg Madson  
Mr. Bill Roberts

Planning Staff Members present:

Ms. Sherry Marshall, Transportation Planner I  
Ms. Deb McNeese, Administrative Assistant  
Mr. Ben Rangel, Planning Director  
Mr. Charlie Sheets, Planner I  
Mr. Bill Walters, Senior Planner

Others present:

Mr. Dave Dobbs, City Engineer

A copy of the attendance list, as signed by those present, is attached and incorporated by reference.

## **EXPLANATION OF HEARING PROCEDURES**

Mr. Harding advised that agendas are available on the table at the back of the room and the agenda will be followed. He requested that everyone present sign the attendance list, which was also on the table. There will be an opportunity for proponents and opponents to speak. Mr. Harding asked those intending to speak to come to the rostrum, state their name, address and whom they represent. He requested remarks be on the subject before the Board at this hearing and be limited to a reasonable length of time to allow everyone equal opportunity to speak. The Chairman reserves the right to determine reasonable time. The hearing is recorded on tape as an aid in preparing minutes. He asked that cell phones and electronic devices be turned off.

## **READING OF PUBLIC NOTICE**

As there was no response to Mr. Harding's question on whether anyone present wished to have the public notice read, the public notice was not read.

## **PLANNING STAFF REPORT & RECOMMENDATION**

After reviewing the staff report and recommendation, Mr. Walters offered to respond to any questions from the Board.

Mr. Harding asked if the City planned to sell this property to a private developer, and if the M-2 zoning would allow condominium or multi-family uses.

Mr. Walters answered that having the appropriate zoning already in place would make the property more marketable to a private developer and that residential uses were permitted in an M-2 Mixed-use transitional district.

## **PROponents OPPORTUNITY TO SPEAK**

Mr. Brett Doney, 3048 Delmar Drive, with the Great Falls Development Authority (GFDA), stated that the GFDA initiated this rezoning. He believes that if this premium property is properly zoned, it will attract a quality development. Because outside developers consider the need to rezone a significant risk, he encouraged the Board to approve this request.

## **OPponents OPPORTUNITY TO SPEAK**

Ms. Mary Gettel, 3419 Fairway Drive, asked Mr. Walters how the property was zoned prior to being purchased by the City. Mr. Walters believed it was originally zoned suburban residential and was changed to POS Parks and open spaces when the entire City was rezoned in 2005. Ms. Gettel sees this action as an encroachment of the industrial park and is opposed to the rezoning. She feels the property was originally purchased by the City for future recreational and public use and should not be changed to private use.

### **OTHER PUBLIC COMMENT**

There was no other public comment.

### **ZONING COMMISSION DISCUSSION & ACTION**

Mr. Hilgendorf stated he has always been in favor of development, but he is not convinced this is the correct zoning for the property. He echoed Ms. Gettel's views of encroachment across 38<sup>th</sup> Street North by the industrial park, and fears it might progress into the baseball fields. He did not see the logic in putting a light industrial use next to spaces children use, and would like a more transitional zoning district assigned. He opposed this request.

Mr. Schaffer disagreed. He stated he believes a strong economy builds a strong community and feels relatively safe with the rules and regulations already in place which oversee all projects. He is a strong proponent for this type of movement, if it helps Great Falls to diversify and strengthen the economy.

Ms. Duffy stated that Great Falls needs to protect the river. Mr. Bundtrock asked Ms. Duffy how the river could be protected, when there are already industrial uses to the east of this property along with a railroad line. He did not see how development of this property could obstruct the river, and viewed its development as an extension of North Park.

Mr. Harding said the M-2 Mixed-use transitional zoning district was created specifically for this type of area, wherein an industrial use abuts potential open space or residential areas. He noted no one complained when this property was purchased and used for compost for the last 10 years. This zone classification would control the industrial encroachment, and soften the transition for other land uses.

Mr. Taylor thought 38<sup>th</sup> Street North should be the barrier line for commercial and industrial uses. He did not want any heavy industrial on the subject property, and asked if there was any control in the type of project that could be placed in the M-2 zoning district.

Mr. Rangel stated that M-2 allows for a mixture of commercial, residential and institutional uses, and standards must be met for each type. Parking, landscaping and other code requirements are overseen by the Design Review Board. Mr. Rangel noted that the conclusion section of the staff report indicates this area is ideally suited for private development involving commercial or light manufacturing and assembly, which should not be confused with industrial uses.

There followed further discussion of the structure and authority of the Design Review Board.

**MOTION:** That the Zoning Commission recommend to the City Commission that Parcel Mark No. P1 in Section 5, T20N, R4E, be rezoned from POS Parks and open space district to M-2 Mixed-use transitional district.



Minutes of the July 22, 2008  
Public Hearing  
Rezoning Parcel Mark No. P1, Section 5, T20N, R4E  
Page 4  
Made by: Mr. Schaffer  
Second: Mr. Bundtrock

Mr. Harding remarked that, as there is already industrial activity across 38<sup>th</sup> Street North, heavy traffic on River Drive North, and an active rail line that will become more active as North Park grows, M-2 zoning would be the best choice.

Vote: The motion passed on a vote of 4-2

Roll Call Vote: Yes: Mr. Bundtrock, Mr. Harding, Mr. Schaffer & Mr. Taylor  
No: Ms. Duffy & Mr. Hilgendorf

Mr. Walters said staff will forward this recommendation to the City Commission. He anticipated the first reading in front of the City Commission would occur at the first meeting in August.

### **ADJOURNMENT**

The hearing adjourned at 3:36 p.m.

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CHAIRMAN

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SECRETARY



**Item:** Public Hearing – Resolution 9775 to Annex and Ordinance 3018 to Assign City Zoning to the unincorporated portion of The Amended Plat of Lots 1-4, Block 2, and Lots 1-14 & 20-28, Block 3, Finlay’s Supplement to Prospect Park Addition and abutting Rights-of-Way

**From:** Charles Sheets, Planner I

**Initiated By:** NeighborWorks Great Falls, Property Owner and Developer

**Presented By:** Benjamin Rangel, Planning Director

**Action Requested:** City Commission adopt Resolution 9775 and Ordinance 3018.

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**Public Hearing:**

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

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

1. Commissioner moves:

“I move that the City Commission (adopt/deny) Resolution 9775 and approve the Amended Plat, Findings of Fact and Annexation Agreement, all related to the unincorporated portion of The Amended Plat of Lots 1-4, Block 2, and Lots 1-14 & 20-28, Block 3, Finlay’s Supplement to Prospect Park Addition and abutting Rights-of-Way.”

and;

“I move that the City Commission (adopt/deny) Ordinance 3018.”

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

**Planning Board and Zoning Commission Recommendations:** The Planning Board has recommended the City Commission approve the annexation, amended plat, findings of fact, and annexation agreement, all related to the unincorporated portion of The Amended Plat of Lots 1-4, Block 2, and Lots 1-14 & 20-28, Block 3, Finlay’s Supplement to Prospect Park Addition and abutting rights-of-way. The Zoning Commission has recommended the City Commission assign

a zoning classification of R-3 Single-family high density district on the unincorporated portion of the Amended Plat, upon annexation to the City.

**Background:** The Planning Office is in receipt of applications from NeighborWorks Great Falls regarding the following:

- 1) Amended Plat of Lots 1-4, Block 2, and Lots 1-14 & 20-28, Block 3, Finlay's Supplement to Prospect Park Addition, located in S½SW¼ Section 18, T20N, R4E, P.M. MT., Cascade County, Montana.
- 2) Annexation of the southerly 45 feet of Lots 1-4, Block 2 and Lots 1-14, Block 3 and all of Lots 20-28, Block 3, Finlay's Supplement to Prospect Park Addition, located in S½SW¼ Section 18, T20N, R4E, P.M. MT., Cascade County, Montana and abutting rights-of-way.
- 3) Assign a zoning classification of R-3 Single-family high density district to the unincorporated portion of said Amended Plat, upon annexation.

The purpose of the Amended Plat is to combine 27 lots into 13 parcels. All of the existing lots are twenty-five feet wide. Many of the lots are split by the City limit line. The unincorporated portion of these lots will be zoned to match the incorporated portion of the lots.

For additional information, please refer to Exhibit "A" attached to Resolution 9775 and reduced drawing portion of the Amended Plat.

NeighborWorks Great Falls purchased the property within the Amended Plat in anticipation of placing 5 homes being relocated from the future CVS Pharmacy site along 9<sup>th</sup> Avenue South between 20<sup>th</sup> and 21<sup>st</sup> Streets South. NeighborWorks intends to rehabilitate the homes for low to moderately-low income first time home buyers.

Prospect Park Addition and Finlay's Supplement to Prospect Park Addition were originally subdivided in the late 1800's. The lots within the subdivision are platted at less than 7500 square feet, which is the minimum lot size required by the Unified Land Development Code. Because the applicants own multiple lots and intend to relocate the homes across lot lines, they are required to have an amended plat prepared to aggregate their respective lots to eliminate this situation. However, most of the combined lots still will not meet the minimum lot size. As such, they will still be nonconforming in size.

Roadways serving the involved area are graveled. The applicant will install curbs and gutters in the roadways abutting subject lots. The applicant will also waive their rights to protest the creation of any special improvement district and agree to pay their proportionate share of the costs to install additional utilities, (street lighting and storm drainage) and street improvements as a part of any area wide special improvement districts or when deemed necessary by the City. Sidewalks will be required as a part of the building permit and will be installed before the occupancy of the residence.

City water mains presently exist in the abutting portions of 20<sup>th</sup> & 21<sup>st</sup> Avenues South. Reimbursement is owed the City for the existing water main in 21<sup>st</sup> Avenue South. The applicant will be responsible for extending the City sewer main in 21<sup>st</sup> Alley South from 17<sup>th</sup> Street South to the east boundary of the area being annexed. Private utilities such as electric, gas, telephone and cable TV will be run in the existing public rights-of-way as well.

Surface drainage from the subject lots and the surrounding area generally flows southwesterly along the existing gravel streets to the City storm water detention facility south of the Multi-sports Complex and then discharges into a natural drainage to the south.

Subject property is a part of a subdivision located on the fringe of the City. The area is evolving from rural suburban development to being more characteristic of standard urban development. The subdivision is a natural projection of urban growth.

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

The applicant has requested the subject property be zoned R-3 Single-family high density district, upon annexation to the City.

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.

It is anticipated the planned single-family use of the property will be compatible with neighboring uses. In that the proposed zoning classification for the unincorporated portion of the lots in the Amended Plat will be in conformance with the adjoining lots presently within the City, whose zoning assignment was previously evaluated and approved in conjunction with adoption of the Land Development Code, staff concludes that the above stated criteria are substantially met.

At the conclusion of a public hearing held December 11, 2007, the Zoning Commission passed a motion recommending the City Commission assign a zoning classification of R-3 Single-family high density district on the unincorporated portion of said Amended Plat. The Planning Board recommended the City Commission approve said Amended Plat, the accompanying Findings of Fact and annex the unincorporated portion of said plat and the abutting rights-of-way, subject to fulfillment of the following conditions by the applicant:

- 1) The said Amended Plat shall incorporate correction of any errors or omissions noted by staff and include a notification clause to lot purchasers regarding soil conditions.
- 2) The final engineering drawings, specifications and construction estimates for the required public improvements to serve said Amended Plat shall be submitted to the City Public

Works Department for review and approval prior to consideration of the annexation by the City Commission.

- 3) An Annexation Agreement shall be prepared containing terms and conditions for annexation of the unincorporated portion of said Amended Plat, including agreement by applicant:
- a) to install, within two years of the date of annexation of the subdivision, the public improvements referenced in Condition 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 waive right to protest and agree to pay proportionate share of the costs to pave abutting streets and avenues; and,
  - d) a provision that the applicant shall be entitled to reimbursement for one-half of the cost of the sewer main from the owners of the abutting lots to the south upon annexation of same to City.

- 4) All applicable fees owed as a condition of plat or annexation approval shall be paid upon final platting and annexation, including:
- |  |             |
|--|-------------|
| a) Storm Sewer Fee (\$250/acre x 2.824 gross acres)                          | \$706.00    |
| b Reimbursement for water main in 21 <sup>st</sup> Ave S                     | \$10,063.89 |
| f) Recording fees for Agreement and Resolution<br>(\$11 per page x 11 pages) | \$121.00    |
| Total  | \$10,890.89 |

At the time of writing this report items 2) and 3) have been completed by the applicant and items 1) and 4) will be completed and fees collected prior to filing the final 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 single-family lots 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 9775
- 2. Ordinance 3018
- 3. Reduced copy of drawing portion of the amended plat
- 4. Annexation Agreement (Not available online; on file in City Clerk’s Office.)
- 5. Findings of Fact

Cc: Jim Rearden, Public Works Director  
Dave Dobbs, City Engineer  
NeighborWorks Great Falls, Al Henry, 509 1<sup>st</sup> Ave S, Great Falls MT 59405  
Woith Engineering, 1725 41<sup>st</sup> St S, Great Falls MT 59405

**FINDINGS OF FACT FOR  
AMENDED PLAT OF LOTS 1-4, BLOCK 2, AND LOTS 1-14 & 20-28,  
BLOCK 3, FINLAY'S SUPPLEMENT TO PROSPECT PARK ADDITION,  
ALL LOCATED IN S½ SECTION 18, TOWNSHIP 20 NORTH,  
RANGE 4 EAST, CASCADE COUNTY, MONTANA  
(PREPARED IN RESPONSE TO 76-3-608(3)MCA)**

**I. PRIMARY REVIEW CRITERIA**

**Effect on Agricultural**

The subdivided lots involved in the amended plat are not currently being utilized for agricultural purposes. The aggregation of the lots proposed in the amended plat will not interfere with any irrigation system or present any interference with agricultural operations. The land use that does exist in the vicinity is suburban type single-family residential.

**Effect on Local Services**

The purpose of the amended plat is to aggregate the unimproved lots together to increase the buildable area of the lots. The subdivision will connect to City water and sewer systems. The cost of extending the utility systems will be paid by the developer. The City should not experience an appreciable increase in maintenance and operating costs. The occupants of eventual homes within the subdivision will pay regular water and sewer charges.

The subdivision will receive law enforcement and fire protection services from the City of Great Falls. The nearest fire station is two miles from the subdivision site. Providing these services to the single-family lots 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.

Public streets exist in the subdivision to serve the proposed residential lots. The streets are graveled and will be maintained as such until an area wide improvement district is created to improve the roads in the district. The maintenance of the graveled roadways will be a burden for the City until they are improved to City standards. The developer will have responsibility to install curb, gutter and sidewalks in the roadways within the subdivision.

**Effect on the Natural Environment**

The amended plat is not expected to adversely affect soils or the water quality or quantity of surface or ground waters. Surface drainage from the involved site is directed to the existing rights-of-way abutting the subdivision, a graveled roadway maintained by the City.

**Effect on Wildlife and Wildlife Habitat**

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

**Effect on Public Health and Safety**

Based on available information, the amended plat is not subject to abnormal potential natural hazards such as flooding, snow or rockslides, wildfire, nor potential man-made hazards such as, nearby industrial or mining activity, or high traffic volumes.

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

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

**III. EASEMENT FOR UTILITIES**

No permanent easements will be necessary to extend utilities to the subdivision.

**IV. LEGAL AND PHYSICAL ACCESS**

The abutting portion of 17<sup>th</sup> Street South, 18<sup>th</sup> Street South, 20<sup>th</sup> Avenue South, 21<sup>st</sup> Alley South and 21<sup>st</sup> Avenue South, all dedicated rights-of-way that are graveled and/or will be maintained by the City, provide both legal and physical access to the area contained within the amended plat.

RESOLUTION 9775

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, TO EXTEND THE BOUNDARIES OF SAID CITY TO INCLUDE THE UNINCORPORATED PORTION OF THE AMENDED PLAT OF LOTS 1-4, BLOCK 2, AND LOTS 1-14 & 20-28, BLOCK 3, FINLAY'S SUPPLEMENT TO PROSPECT PARK ADDITION, AND ABUTTING RIGHTS-OF-WAY, IN THE S½SW¼ SECTION 18, TOWNSHIP 20 NORTH, RANGE 4 EAST, P.M.M., CASCADE COUNTY, MONTANA, MORE PARTICULARLY DESCRIBED HEREINBELOW.

\* \* \* \* \*

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, certain tracts or parcels of land situated in the County of Cascade, State of Montana, and described as follows:

the unincorporated portion of the Amended Plat of Lots 1-4, Block 2, and Lots 1-14 & 20-28, Block 3, Finlay's Supplement to Prospect Park Addition, located in S½SW¼ Section 18, Township 20 North, Range 4 East, P.M.M., Cascade County, Montana, and containing 1.93 acres more or less,

and;

Segments of public rights-of-way platted as a part of Finlay's Supplement to Prospect Park Addition, located in the S½SW¼ of Section 18, Township 20 North, Range 4 East, P.M.M. Cascade County, Montana, described as follows:

A segment of 17<sup>th</sup> Street South right-of-way from the south boundary of Prospect Park Addition to Great Falls and the mid-section line of the S½SW¼ of Sec. 18, T20N, R4E, P.M.M. to the north right-of-way boundary of 22<sup>nd</sup> Alley South;

a segment of 18<sup>th</sup> Street South right-of-way from the south boundary of Prospect Park Addition to Great Falls and the mid-section line of the S½SW¼ of Sec. 18, T20N, R4E, to the south boundary of 21<sup>st</sup> Alley South;

a segment of 21<sup>st</sup> Alley South right-of-way abutting Lots 1 - 4, Block 2 and all of Block 3, Finlay's Supplement to Prospect Park; and

a segment of 21<sup>st</sup> Avenue South right-of-way abutting Lots 20 - 28, Block 3, Finlay's Supplement to Prospect Park; and containing 1.514 acres, more or less

containing in all 3.44 acres more or less,

all as shown on the map attached hereto marked Exhibit "A" and by this reference made a part hereof; and,

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

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

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

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

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

That the boundaries of the City of Great Falls, Montana, be and the same are hereby extended so as to embrace and include within the corporate limits of said City all



of the land hereinabove described, included as: "THE UNINCORPORATED PORTION OF THE AMENDED PLAT OF LOTS 1-4, BLOCK 2, AND LOTS 1-14 & 20-28, BLOCK 3, FINLAY'S SUPPLEMENT TO PROSPECT PARK ADDITION AND ABUTTING RIGHTS-OF-WAY, IN THE S½SW¼ SECTION 18, TOWNSHIP 20 NORTH, RANGE 4 EAST, P.M.M., CASCADE COUNTY, MONTANA."

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

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

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

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on this 6<sup>th</sup> day of October, 2008.

---

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 hereby certify that the foregoing Resolution 9775 was placed on its final passage by the Commission of the City of Great Falls, Montana, at a meeting thereof held on the 6<sup>th</sup> day of October, 2008, wherein it was approved by said Commission.

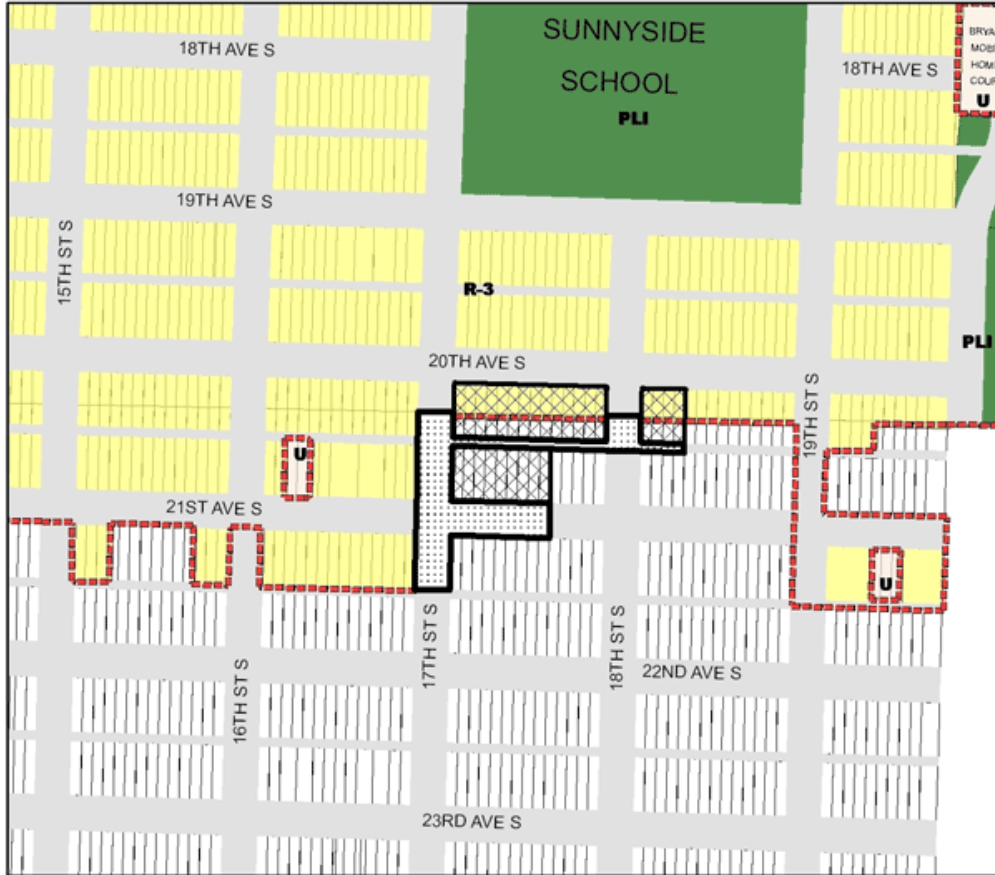
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said City this 6<sup>th</sup> day of October, 2008.

---

Lisa Kuntz, City Clerk

(CITY SEAL)

# EXHIBIT "A" VICINITY/ZONING MAP



- AMENDED PLAT OF LOTS 1-4, BLOCK 2, AND LOTS 1-14 & 20-28, BLOCK 3, FINLAY'S SUPPLEMENT TO PROSPECT PARK. UNINCORPORATED PORTION PROPOSED TO BE ANNEXED TO THE CITY AND ASSIGNED A CITY ZONING CLASSIFICATION OF "R-3" SINGLE-FAMILY HIGH DENSITY DISTRICT
  - PORTIONS OF 17TH & 18TH STREETS SOUTH, 21ST ALLEY SOUTH AND 21ST AVENUE SOUTH PROPOSED TO BE ANNEXED SIMULTANEOUSLY WITH SAID LOTS TO THE CITY
  - City Limits
  - PLI Public Lands and Institutional
  - Tracts of land outside City
  - R-3 Single-family high density
  - U Unincorporated enclave
- 360    180    0    360 Feet
-

ORDINANCE 3018

AN ORDINANCE ASSIGNING A ZONING CLASSIFICATION OF R-3 SINGLE-FAMILY HIGH DENSITY DISTRICT TO THE UNINCORPORATED PORTION OF THE AMENDED PLAT OF LOTS 1-4, BLOCK 2, AND LOTS 1-14 & 20-28, BLOCK 3, FINLAY'S SUPPLEMENT TO PROSPECT PARK ADDITION, IN THE SOUTH ½ OF SECTION 18, TOWNSHIP 20 NORTH, RANGE 4 EAST, P.M.M., CASCADE COUNTY, MONTANA

\* \* \* \* \*

WHEREAS, NeighborWorks of Great Falls is the owner of record of the property within the Amended Plat of Lots 1-4, Block 2, and Lots 1-14 & 20-28, Block 3, Finlay's Supplement to Prospect Park Addition; and,

WHEREAS, NeighborWorks of Great Falls has petitioned the City of Great Falls to annex the unincorporated portion of the Amended Plat of Lots 1-4, Block 2, and Lots 1-14 & 20-28, Block 3, Finlay's Supplement to Prospect Park Addition; and,

WHEREAS, NeighborWorks of Great Falls has petitioned said unincorporated portion of the Amended Plat of Lots 1-4, Block 2, and Lots 1-14 & 20-28, Block 3, Finlay's Supplement to Prospect Park Addition, be assigned a City zoning classification of R-3 Single-family high density district, upon annexation to City; and,

WHEREAS, notice of assigning a zoning classification of R-3 Single-family high density district, to the unincorporated portion of the Amended Plat of Lots 1-4, Block 2, and Lots 1-14 & 20-28, Block 3, Finlay's Supplement to Prospect Park Addition, was published in the Great Falls Tribune advising that a public hearing on this zoning designation would be held on the 6<sup>th</sup> day of October, 2008, before final passage of said Ordinance herein; and,

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

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

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

Section 2. That the zoning of the unincorporated portion of the Amended Plat of Lots 1-4, Block 2, and Lots 1-14 & 20-28, Block 3, Finlay's Supplement to Prospect Park Addition be designated as R-3 Single-family high density district classification.

Section 3. This ordinance shall be in full force and effect thirty (30) days after its passage and adoption by the City Commission or upon filing in the office of the Cascade County Clerk and Recorder the resolution annexing the unincorporated portion of the Amended Plat of Lots 1-4, Block 2, and Lots 1-14 & 20-28, Block 3, Finlay's Supplement to Prospect Park Addition into the corporate limits of the City of Great Falls, Montana, whichever event shall occur later.

PASSED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, this 6<sup>th</sup> day of October, 2008.

\_\_\_\_\_  
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 hereby certify that the foregoing Ordinance 3018 was placed on its final passage and passed by the Commission of the City of Great Falls, Montana, at a meeting thereof held on the 6<sup>th</sup> day of October, 2008.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said City this 6<sup>th</sup> day of October, 2008.

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

(CITY SEAL)

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

I, Lisa Kunz, being first duly sworn, deposes and says: That on the 6<sup>th</sup> day of October, 2008 and prior thereto, I was the City Clerk of the City of Great Falls, Montana; that as said City Clerk, I did publish and post as required by law and as prescribed and directed by the Commission, Ordinance 3018 of the City of Great Falls, in three conspicuous places within the limits of said City to-wit:

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

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Lisa Kunz, City Clerk


(CITY SEAL)


# VICINITY/ZONING MAP



 AMENDED PLAT OF LOTS 1-4, BLOCK 2, AND LOTS 1-14 & 20-28, BLOCK 3, FINLAY'S SUPPLEMENT TO PROSPECT PARK. UNINCORPORATED PORTION PROPOSED TO BE ANNEXED TO THE CITY AND ASSIGNED A CITY ZONING CLASSIFICATION OF "R-3" SINGLE-FAMILY HIGH DENSITY DISTRICT

 PORTIONS OF 17TH & 18TH STREETS SOUTH, 21ST ALLEY SOUTH AND 21ST AVENUE SOUTH PROPOSED TO BE ANNEXED SIMULTANEOUSLY WITH SAID LOTS TO THE CITY

 City Limits  PLI Public Lands and Institutional  Tracts of land outside City  
 R-3 Single-family high density  U Unincorporated enclave

360 180 0 360 Feet  


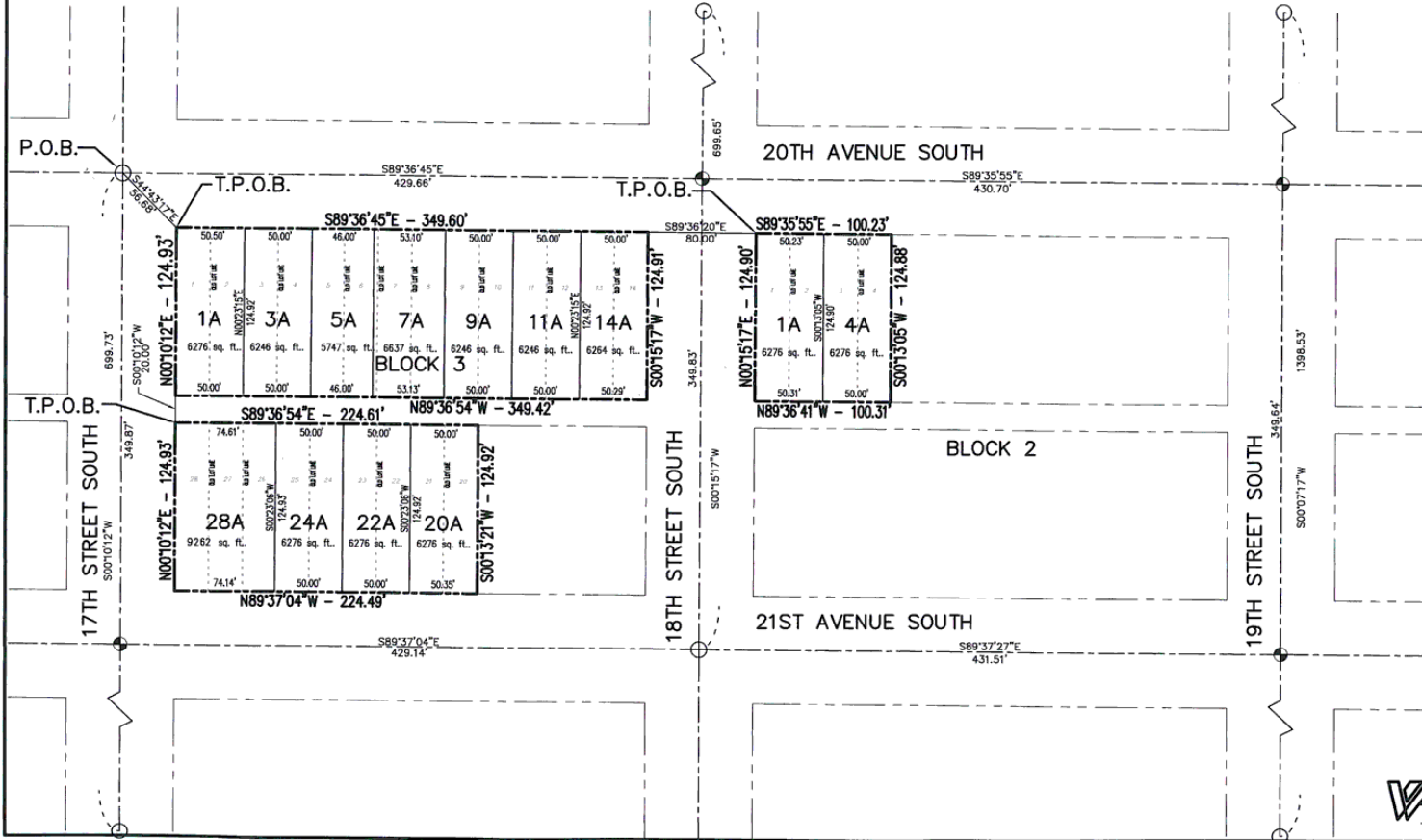


THE AMENDED PLAT OF  
**LOTS 1-4, BLOCK 2 & LOTS 1-14 & LOTS 20-28,  
 BLOCK 3, FINLAY'S SUPPLEMENT TO PROSPECT PARK**

AN ADDITION TO THE CITY OF GREAT FALLS  
 A SUBDIVISION IN THE S1/2 SW1/4, SECTION 18,  
 T20N, R4E, P.M. MT, CASCADE COUNTY, MONTANA



LOTS 84,236 SF = 1.93 ACRES  
 NOTE: 5/8"X24" IRON PIN AND  
 CAP SET AT ALL LOT CORNERS



RECEIVED  
 AUG 26 2010  
 GREAT FALLS CITY  
 PLANNING DEPARTMENT OFFICE

**WOITH ENGINEERING, INC.**  
 ENGINEERS & SURVEYORS  
 P.O. BOX 7328, GREAT FALLS, MONTANA 59408





**Item:** Public Hearing – Resolution 9773 to Annex and Ordinance 3016 to Establish City Zoning on Foxwood Estates

**From:** Bill Walters, Senior Planner

**Initiated By:** Dahlquist Realtors d.b.a. Foxwood Estates, Owner & Developer

**Presented By:** Benjamin Rangel, Planning Director

**Action Requested:** City Commission adopt Resolution 9773 and Ordinance 3016 and approve final subdivision plat and Annexation Agreement all pertaining to Foxwood Estates.

---

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

1. Commissioner moves:

“I move that the City Commission (adopt/deny) Resolution 9773 and (approve/disapprove) the final subdivision plat and Annexation Agreement all pertaining to Foxwood Estates.”

and;

“I move that the City Commission (adopt/deny) Ordinance 3016.”

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

**City Planning Board/Zoning Commission Recommendations:** The City Zoning Commission, at the conclusion of a public hearing held March 11, 2008, passed a motion recommending the City Commission approve establishing a City zoning classification of R-1 Single-family suburban district on Foxwood Estates Subdivision upon annexation to the City. The Planning Board during a meeting held July 22, 2008, passed a motion recommending the City Commission approve the final plat of Foxwood Estates and the annexation of the property contained therein subject to fulfillment of specified conditions.

**Background:** Dahlquist Realtors d.b.a. Foxwood Estates, has submitted applications regarding the following:

- 1) Subdivision Plat of Foxwood Estates, located in the NW1/4 of Section 23, Township 20 North, Range 3 East, Cascade County, Montana.
- 2) Annexation to the City of Great Falls of the 6.75 acres contained in the proposed Foxwood Estates.
- 3) Establishing a City zoning classification of R-1 Single-family suburban district on Foxwood Estates, upon annexation.

Said Subdivision Plat consists of 14 lots ranging in size from 20,598 sq ft to 21,530 sq ft located south of Park Garden Road between Park Garden Estates and Park Garden Lane. Also proposed to be annexed simultaneously with the Foxwood Estates Subdivision is the abutting unincorporated portion of Park Garden Lane.

For additional information please refer to the Vicinity/Zoning Map attached to Resolution 9773 as Exhibit "A" and the Plat of Foxwood Estates Subdivision.

Access to the subdivision will be provided by a private interior road connected to Park Garden Road on the north and Park Garden Lane near the southeast corner of the development. The interior road is proposed to have 21 feet of pavement with curb and gutter.

City water and sanitary sewer mains will be installed in the 50-ft easement accommodating the private road within the subdivision. The sewer system will connect to the existing City system at the intersection of Park Garden Road and Alder Drive.

Surface runoff from the subdivision will be directed toward the internal private roadway where it will be detained and piped to the City's existing storm sewer system in Park Garden Road.

The applicant intends to fulfill the subdivision's park obligation by paying \$10,572.40 in lieu of dedicating land.

Subject property is presently zoned in the County as "R-1" Suburban Residential District and it is proposed it be zoned R-1 Single-family suburban district, upon annexation to the City.

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

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

- k) will conserve the value of buildings; and
- l) will encourage the most appropriate use of land throughout the municipality.

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

- To support and encourage efficient, sustainable development and redevelopment throughout the community.
- To support and encourage a compatible mix of land uses in 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 “annexation should be logical and efficient extension of the City’s boundaries and service area.” The Growth Policy also encourages infill development, which this project manifests as it is a part of an unincorporated enclave surrounded by the City Limits.

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

It is anticipated the planned single family use of the property will be compatible with neighboring uses. Therefore, staff concludes the above-cited criteria are substantially met.

The Planning Board/Zoning Commission initiated the public hearing on the subdivision/annexation on February 26, 2008, and continued the hearing until March 11, 2008, at the request of the applicant to allow time to resolve and clarify fill and floodplain issues associated with the project. During the hearing on March 11, Mr. Joe Murphy, Big Sky Civil and Environmental, spoke on behalf of the applicant. No proponents or opponents spoke or public comments were expressed during the hearing. At the conclusion of the public hearing, the Zoning Commission unanimously passed a motion recommending the City Commission assign a zoning classification of R-1 Single-family suburban district to Foxwood Estates upon annexation to the City.

The Planning Board during a meeting held July 22, 2008, passed a motion recommending the City Commission approve the final plat of Foxwood Estates and the annexation of the property contained therein subject to the following conditions:

- 1) The applicant shall execute an Annexation Agreement acceptable to the City of Great Falls and shall submit the appropriate supporting documents referenced in the Agreement.
- 2) All applicable fees and charges due as a consequence of either plat or annexation approval shall be paid by the applicant.
- 3) The final plat shall incorporate any errors or omissions noted by staff including provision of a notification clause to lot purchasers regarding soil conditions.
- 4) Final engineering documents for required public improvements to serve the subdivision are subject to approval by the Public Works Department.

The final engineering documents relative to the planned infrastructure necessary to serve Foxwood Estates have been prepared by the project engineer and approved by the State Department of Environmental Quality and reviewed by the City Public Works Department. A report stipulating the requirements for compacted fill material where load bearing footings will be located has been prepared and submitted to the City’s Building Official. Documentation demonstrating the cumulative effect of the proposed development under a flood condition and a

certification from an engineer that any development is designed in compliance with Federal, State and City floodplain regulations have been submitted to the City's Floodplain Administrator.

**Concurrences:** Other City Departments including Public Works, Community Development, Park and Recreation and Fire have been involved in the review and approval of the proposed subdivision and annexation.

**Fiscal Impact:** Approval of the development will eventually result in the building of 14 upper scale residences which will enhance the tax base. However, the City will assume maintenance responsibility of an approximate 1,000 foot unimproved segment of Park Garden Lane which will be a fiscal impact to the City.

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

**Attachments/Exhibits:**

Resolution 9773 with Vicinity/Zoning Map

Ordinance 3016

Reduced Copy of Plat of Foxwood Estates Subdivision

Annexation Agreement (Not available online; on file in City Clerk's Office.)

Cc: Jim Rearden, Public Works Director  
Dave Dobbs, City Engineer  
Mike Rattray, Community Development Director  
Dahlquist Realtors, Attn: Brett Haverlandt, 500 Country Club Blvd, G. F., 59404  
Joe Murphy, Big Sky Civil & Environmental, PO Box 3625, G. F., 59403

RESOLUTION 9773

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, TO EXTEND THE BOUNDARIES OF SAID CITY TO INCLUDE FOXWOOD ESTATES SUBDIVISION AND THE ABUTTING UNINCORPORATED PORTION OF PARK GARDEN LANE LOCATED IN SECTION 23, TOWNSHIP 20 NORTH, RANGE 3 EAST, P.M.M., CASCADE COUNTY, MONTANA, MORE PARTICULARLY DESCRIBED HEREINBELOW; ALL AS SHOWN ON THE MAP ATTACHED HERETO MARKED EXHIBIT "A" AND BY THIS REFERENCE MADE A PART HEREOF.

\* \* \* \* \*

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

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

- ◆ Foxwood Estates Subdivision, located in Section 23, Township 20 North, Range 3 East, containing 6.75 acres, more particularly described on the plat of Foxwood Estates Subdivision, filed in the Clerk and Recorders Office of Cascade County, Montana; and,
- ◆ A 779.17 foot length of Park Garden Road located between the south boundary of Lot 9 of the Amended Plat of Lots 8 and 9, Park Garden Tracts an Addition to Great Falls, Cascade County, Montana, extended westerly and the south boundary of Foxwood Estates Subdivision extended easterly, containing 0.54 acres;

all as generally shown on the map attached hereto marked Exhibit "A" and by this reference made a part hereof; and,

WHEREAS, Section 7-2-4601, Montana Code Annotated, provides that whenever the owners of real property contiguous to any incorporated city of the first class petition to have said property made a part of the municipal corporation, such lands may be embraced within the

corporate limits thereof and the boundaries of such city of the first class extended so as to include the same; and,

WHEREAS, the owner of the hereinabove described property being platted as Foxwood Estates Subdivision has submitted a petition to have said property annexed to the City of Great Falls.

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

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

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

That the boundaries of the City of Great Falls, Montana, be and the same are hereby extended so as to embrace and include within the corporate limits of said city all of the land hereinabove described, included as: "FOXWOOD ESTATES SUBDIVISION AND THE ABUTTING UNINCORPORATED PORTION OF PARK GARDEN LANE LOCATED IN SECTION 23, TOWNSHIP 20 NORTH, RANGE 3 EAST, P.M.M., CASCADE COUNTY, MONTANA."

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

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

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

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on this 6th day of October, 2008.

\_\_\_\_\_  
Dona R. Stebbins, Mayor

ATTEST:

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

(SEAL OF CITY)

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 hereby certify that the foregoing Resolution 9773 was placed on its final passage by the Commission of the City of Great Falls, Montana, at a meeting thereof held on the 6th day of October, 2008, wherein it was approved by said Commission.

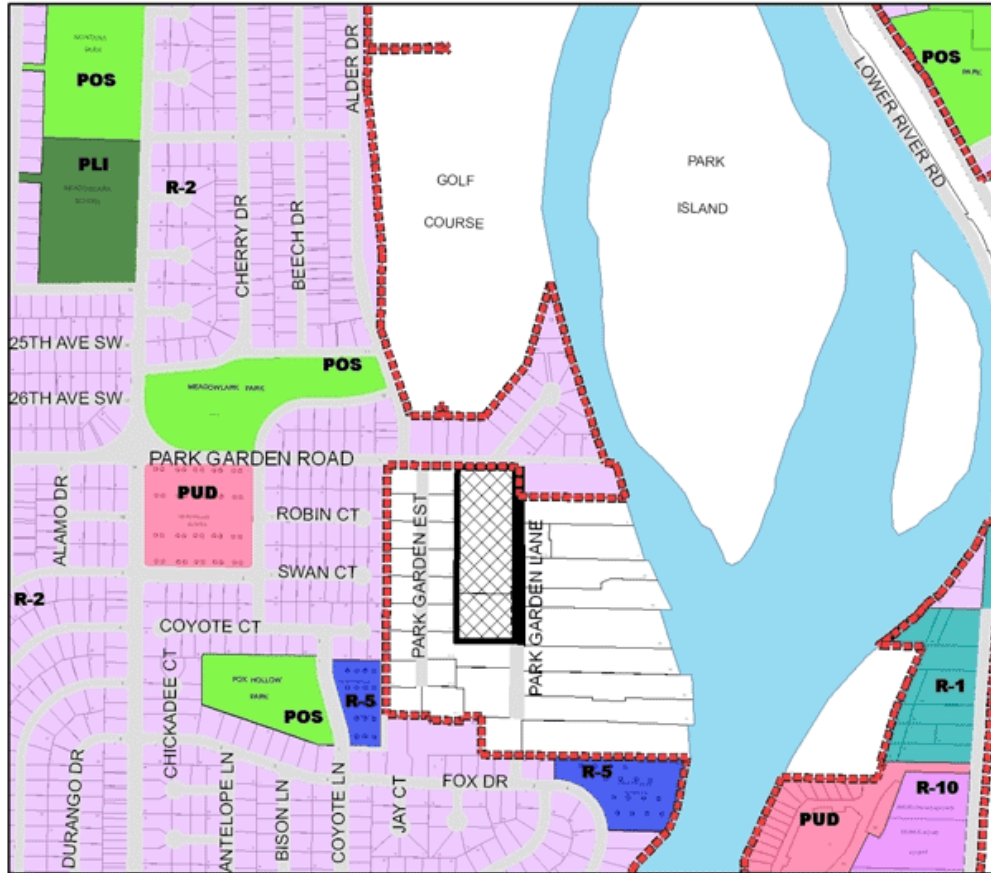
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said City this 6th day of October, 2008.

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

(SEAL OF CITY)

# EXHIBIT "A"

## VICINITY/ZONING MAP



PROPOSED FOXWOOD ESTATES SUBDIVISION TO BE ANNEXED TO THE CITY AND ASSIGNED A CITY ZONING CLASSIFICATION OF "R-1" SINGLE-FAMILY SUBURBAN DISTRICT



ABUTTING PORTION OF PARK GARDEN LANE TO BE ANNEXED INTO THE CITY SIMULTANEOUSLY WITH SAID SUBDIVISION



EXISTING CITY LIMITS



R-5 Multi-family medium density



POS Parks and Open Space



R-1 Single-family suburban



R-10 Mobile home park



PUD Planned unit development



R-2 Single-family medium density



PLI Public Lands and Institutional



U Unincorporated



Tracts of land outside City

890 445 0 890 Feet





ORDINANCE 3016

AN ORDINANCE ASSIGNING A ZONING CLASSIFICATION OF R-1 SINGLE-FAMILY SUBURBAN DISTRICT TO FOXWOOD ESTATES SUBDIVISION, IN SECTION 23, TOWNSHIP 20 NORTH, RANGE 3 EAST, P.M.M., CASCADE COUNTY, MONTANA

\* \* \* \* \*

WHEREAS, the owner of tracts of land being platted as Foxwood Estates Subdivision located in Section 23, Township 20 North, Range 3 East, P.M.M., Cascade County, Montana, has petitioned the City of Great Falls to annex said Addition; and,

WHEREAS, the owner of tracts of land being platted as said Foxwood Estates Subdivision has petitioned subject property be assigned a City zoning classification of R-1 Single-family suburban district, upon annexation to City; and,

WHEREAS, notice of assigning a zoning classification of R-1 Single-family suburban district, to said Foxwood Estates Subdivision, was published in the Great Falls Tribune advising that a public hearing on this zoning designation would be held on the 6<sup>th</sup> day of October, 2008, before final passage of said Ordinance herein; and,

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

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

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

Section 2. That the zoning of Foxwood Estates Subdivision, be designated as R-1 Single-family suburban district classification.

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

PASSED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, this 6<sup>th</sup> day of October, 2008.

\_\_\_\_\_  
Dona R. Stebbins, Mayor

ATTEST:

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

(SEAL OF CITY)

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 hereby certify that the foregoing Ordinance 3016 was placed on its final passage and passed by the Commission of the City of Great Falls, Montana, at a meeting thereof held on the 6<sup>th</sup> day of October, 2008.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said City on this 6th day of October, 2008.

---

Lisa Kunz, City Clerk

(SEAL OF CITY)

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

Lisa Kunz, being first duly sworn, deposes and says: That on the 6<sup>th</sup> day of October, 2008, and prior thereto, she was the City Clerk of the City of Great Falls, Montana; that as said City Clerk she did publish and post as required by law and as prescribed and directed by the Commission, Ordinance 3016 of the City of Great Falls, in three conspicuous places within the limits of said City to-wit:

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

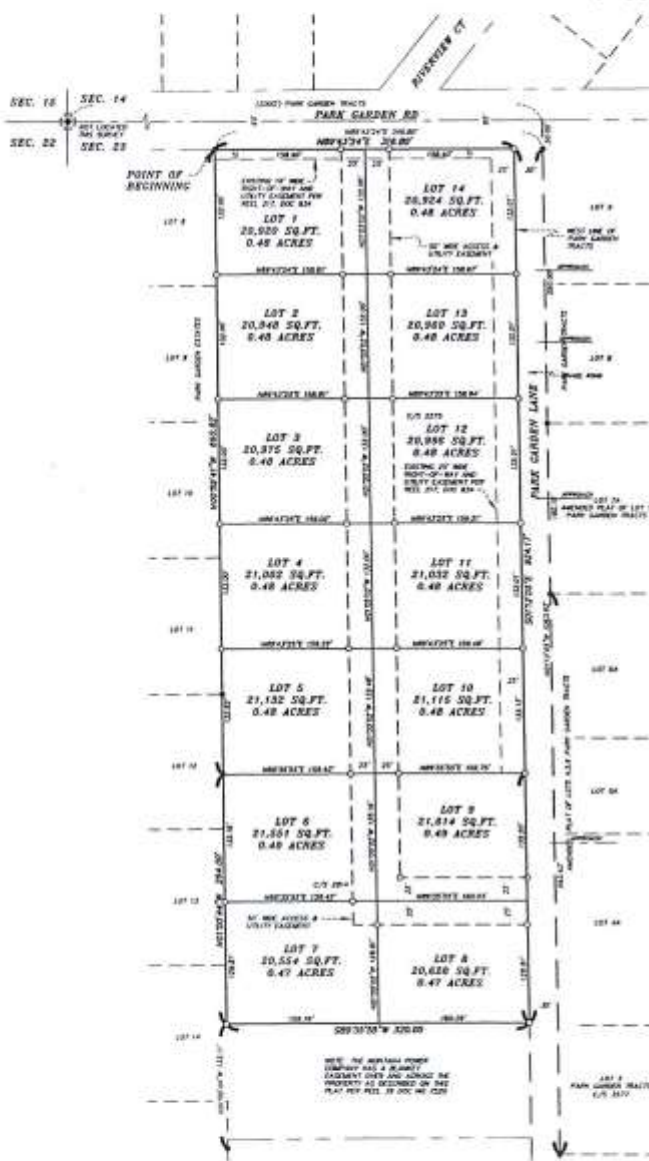
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Lisa Kunz, City Clerk

(SEAL OF CITY)

# FOXWOOD ESTATES SUBDIVISION

A SUBDIVISION IN GOV'T LOT 2 OF SECTION 23, T20N, R3E, P.M.M., CITY OF GREAT FALLS, MONTANA



SCALE:  
 0 50 100 150  
 FEET

BASIS OF BEARINGS:  
 GPS OBSERVATION

### LEGEND

- = FOUND AS NOTED
- = SET 3/4" REBAR W/1/4" "MELPHIN 1453312"
- ( ) = RECORD PER C/S 416

### CONSENT OF MORTGAGEE

The undersigned mortgagee hereunto join in and consent to the inclusion shown on the attached plat.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2007.  
 STOCKMARK BANK  
 By \_\_\_\_\_

STATE OF MONTANA  
 County of CASCADE  
 This Consent of Mortgage was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by \_\_\_\_\_.

Notary Public, State of \_\_\_\_\_  
 My Commission expires \_\_\_\_\_  
 My Office is at \_\_\_\_\_

### CERTIFICATE OF SURVEY

I, Jeremy T. Wilson, Professional Land Surveyor, do hereby certify that the plat, and that said survey is true and complete.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

WHER: SCOTT BLUMFIELD AND BRITT AMERLANDT  
 0161 PLAT AREA: 8.73 ACRES  
 THIS SURVEYED: JULY 2007 - DECEMBER 2007



**Item:** Resolution 9779 Parking Meter Rate and Meter Violation Fine Increases  
**From:** Mike Rattray, Community Development Director  
**Initiated By:** Mike Rattray, Community Development Director  
**Presented By:** Kim McCleary, Parking Supervisor  
**Action Requested:** Conduct Public Hearing on Resolution 9779

---

**Public Hearing :**

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

**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (adopt/deny) Resolution 9779”

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

**Staff Recommendation:** The Community Development staff recommends the City Commission adopt Resolution 9779 increasing the parking meter rate from \$.25 per hour to \$.50 per hour, and increase the meter violation citation fine from \$3.00 to \$5.00. The last hourly meter rate increase was from \$.10 to \$.25 in 1981. The last increase in the meter violation fine was from \$2 to \$3 in 1987.

**Background:** An analysis of anticipated cost increases for operating and maintaining the downtown parking garages and off-street surface lots, and the projected revenue for the 2008/09 downtown parking program during the annual budget process revealed a projected deficit. Currently the revenue generated from the meters and the off-street parking facilities meet the operating expenses, but does not provide for annual capital improvements required to maintain the off-street parking facilities. The purpose of the rate increase is to generate enough revenue to cover projected costs over the next five years. Staff conducted a survey of meter and citation rates in five major Montana cities, as well as, three cities in the region. This survey revealed that hourly meter rates range from \$.25 in Great Falls and Kalispell to \$.50 per hour in Missoula and Helena. The meter violation fine ranges from \$2 in Missoula, \$5 in Helena and Billings, and \$10

in Kalispell. Regionally, meter rates run from \$.60 to \$1 per hour, and meter violation citation fines range from \$5 to \$15. Staff presented the proposed incremental rate increases to the Parking Advisory Commission at their May 21, 2008 meeting. The Parking Advisory Commission concurred with staff's recommendation for a meter rate increase to \$.50 per hour, and a meter violation fine of \$5. Over the past several years, there has been a steady increase of people working downtown that are regularly parking at the meters. Meter costs and the citation fine for meter violations are so low that it actually encourages the downtown workers to park at the meter rather than seek long term off-street parking. One of the downtown parking program's goals is to create turnover in parking spaces on the street to allow ample parking for shoppers and people conducting short-term business transactions downtown. There are five off-street parking lots and two parking garages available for longer term parking. There is no anticipated workload impacts to City staff or Standard Parking employees expected with these increases.

**Concurrences:** The Parking Advisory Commission supports the staff recommendation to increase the hourly rate from \$.25 to \$.50, and increase the meter violation fine from \$3 to \$5.

**Fiscal Impact:** The projected increase in revenue to the parking program, with an increase of \$.25 per hour, is estimated to be approximately \$14,000 per month and \$168,000 annually. Conservatively estimating a 3% increase in costs annually, the estimated increase in revenue could cover costs through the next five fiscal years without an additional increase. The revenue generated from citations goes into the City's general fund.

**Alternatives:** The City Commission can choose to adopt or deny Resolution 9779. If the Resolution is denied, needed capital improvements to parking facilities would be deferred indefinitely, and operating expenditures would be affected. Needed capital for the general fund would be lost. Incremental meter rate increases and corresponding revenue projections with a 0% increase, 40% (\$.10) increase, 60% (\$.15) increase, 80% (\$.20) increase and 100% (\$.25) increase are attached for consideration as alternatives.

**Attachments/Exhibits:** Meter Rate Increase Projections  
Citation Revenue Projection  
6-Year Projected Expenditures  
Written Comments Received

RESOLUTION NO. 9779

A RESOLUTION ADOPTING INCREASES IN THE IN THE PARKING PROGRAM RATES  
IN THE DOWNTOWN PARKING DISTRICT

WHEREAS, City code Section 10.48.290 sets forth that parking meter rates are to be established by resolution; and

WHEREAS, the last increase in meter rates was approved in 1981; and

WHEREAS, the last increase in meter violation fines was in 1987; and

WHEREAS, City staff, in concurrence with the Parking Advisory Commission, has recommended that the City Commission approve a meter rate increase from a rate of 25 cents per hour to 50 cents per hour (pro-rated for lower time increments) at all parking meters in the parking meter district; and

WHEREAS, City staff, in concurrence with the Parking Advisory Commission, has recommended that the City Commission approve the meter violation citation fine increase from \$3 to \$5 in the downtown parking district.

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

That the City Commission of the City of Great Falls does hereby approve said meter rate increase at all City parking meters, and the meter violation citation fine in the parking meter district.

PASSED by the Commission of the City of Great Falls, Montana, on this the 6th Day of October, 2008.

\_\_\_\_\_  
Dona R. Stebbins, Mayor

ATTEST:

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

(SEAL OF CITY)

APPROVED AS TO FORM:

\_\_\_\_\_  
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 hereby certify that the foregoing Resolution No. 9779 was placed on its final passage and passed by the Commission of the City of Great Falls, Montana, at a meeting thereof held on the 6th day of October, 2008, and approved by the Mayor of said City, on the 6th day of October, 2008.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said City, this 6th day of October, 2008

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

(SEAL OF CITY)

## METER RATE INCREASE PROJECTION

	<b>0%</b>	<b>40% (10¢)</b>	<b>60% (15¢)</b>	<b>80% (20¢)</b>	<b>100% (25¢)</b>
<b>Total Meter Revenue</b>	\$168,000	\$235,200	\$268,800	\$302,400	\$336,000
<b>Increase in Revenue</b>	0	\$ 67,200	\$100,800	\$134,400	\$168,000
<b>Total Parking Revenue</b>	\$548,950	\$616,150	\$649,750	\$683,350	\$716,950
<b>Total Parking Expenditures</b>	\$680,448	\$680,448	\$680,448	\$680,448	\$680,448
<b>Budget Differential</b>	(\$131,498)	(\$ 64,298)	(\$ 30,698)	\$ 2902	\$ 36,502



## PROJECTED PARKING EXPENDITURES

	<b>Operating Expenses</b>	<b>Capital Imp. (Projected)</b>	<b>Total Annual Expenses</b>
<b>2008/09</b>	\$575,448	\$ 75,000 \$ 30,000	\$680,448
<b>2009/10</b>	\$592,711*	\$ 20,000	\$612,711
<b>2010/11</b>	\$610,492*	\$ 75,000	\$685,492
<b>2011/12</b>	\$628,807*	\$ 20,000	\$648,807
<b>2012/13</b>	\$647,671*	\$ 20,000	\$667,671
<b>2013/14</b>	\$667,101*	\$ 20,000	\$687,101

\*Includes 3% annual increase

# Citation Revenue Projection

- Citation Rev. (3 yr Average)           \$ 80,500
- Projected Rev @ \$5.00                   \$134,200
- Less 10%                                   \$ 13,400  
(Projected drop in number of citations)
- Projected Citation Revenue           \$ 120,800

9/11/08 - Submitted by Tonya Jorgensen for: Alison Fried 455-9897  
Dragonfly Drygoods

Parking Thoughts for August 2007:

What would be the best thing for parking downtown?

Parking Problems:

1. Workers parking on the street.
2. Deterrent to shoppers
3. Less and Less revenue being collected

So how do we balance?

Workers- Shoppers- Revenue

Deter workers

Attract shoppers

Consistent revenue

If you are spending money downtown you do not pay for parking or tickets!

If you are making money (working) downtown you HAVE to pay for parking and tickets!

Every license plate is tracked and if we are seeing a plate more then three times a week they need to pay for parking, and need to be paying violations.

Solution:

Tract license plates, and have free parking downtown for the ones that are spending money. And if the ones that are downtown more then three times a week get ticketed then have them turn in a receipt that they spent money downtown that day and it will be waived. The repeat workers that are parking on the street, and or downtown more than three times a week and on the street for more then two hours a day will be fined.

So unlimited hours free parking:

Violation written, when a car is on the street three times, and longer then two hours in a week. The violation, then become substantial in cost in comparison to what is currently charged. Because we are assured that this is a person that is familiar with what is going on downtown, owns a building, business, or lives or works downtown. We want the downtown opened up for more money to be spent, and these are the ones who should step aside and open up the parking spaces need, to see that is the way to do just that.

Revenue will still be brought in by higher ticket cost and less expense in regulating parking

A welcoming environment with no parking meters, but with regulated parking through the hand held computer, under the new guidelines. Balance revenue, workers and shoppers!

## **PUBLIC NOTICE**

NOTICE IS HEREBY GIVEN that the City Commission of the City of Great Falls will conduct a Public Hearing on October 6, 2008, at 7:00 P.M. in the Commission Chambers, Civic Center Building, to consider adoption of Resolution 9779, pertaining to setting a fee increase for parking meters and a citation increase.

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

PUBLICATION DATE:      October 5, 2008

Lisa Kunz, City clerk

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



**Item:**                    **Emergency Medical Services Contract between Great Falls Emergency Service and the City of Great Falls.**

**From:**                   **Randy McCamley, Fire Chief.**

**Initiated By:**        **City of Great Falls**

**Presented By:**      **Randy McCamley, Fire Chief**

**Action Requested:**   **Approve the Performance Contract for EMS transport service.**

---

**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (approve/deny) the Performance Contract with Great Falls Emergency Medical Services for City wide Emergency Ambulance Service.

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

---

**Staff Recommendation:** Staff recommends the City Commission approve the proposed Performance Contract with Great Falls Emergency Medical Services (GFEMS).

**Background:** In 2005, the City Commission asked staff to analyze pre-hospital emergency medical care in Great Falls. They were concerned that the system lacked cohesiveness and stability. Additionally, the City lacked the needed authority to ensure the system operated safely and efficiently.

In 2006, the City contracted with The Abaris Group to conduct an analysis of the EMS system in Great Falls and to provide recommendations to the City about how to improve the system’s safety and stability. A report was completed and presented to the City Commission in the Fall of 2006.

The recommendations of the Abaris Group were instituted to include providing an EMS Regional Summit which allowed EMS stakeholders a voice to provide input, concerns and to offer a cooperative effort to make needed improvements to the EMS system.

The consensus was to develop a Task Force to explore the possibilities of developing a County or Regional EMS system. This group met four times and determined that because of the

diversity in the stakeholder's needs and comfort with letting go of their autonomy, it was decided that there would be an effort by all stakeholders to work together more regionally, but at this point creating a regional system would be beyond our means.

The Task Force was officially dissolved but participants agreed to reorganize into a Central Montana EMS working group. This group continues to meet and discuss ideas for improvement and how best to build a more cohesive regional EMS system.

The Abaris Group also recommended the City revise and expand the City's EMS Ordinance and establish a performance based contract for ambulance transportation with a single provider.

In January of 2008 the City Commission adopted Ordinance 2993 which establishes City authority and responsibility for pre-hospital emergency care and transportation. Additionally the Ordinance provides for the formal operating structure of the EMS system as well as establishes the provisions for performance contracting

Significant Impacts: Approval of the performance contract will insure a more safe and stable EMS system for the Great Falls community. The provision outlined in the performance contract provides greater oversight and management of the transport provider performance and operational practices.

Citizen Participation: Over the last three years the City has provide several opportunities for citizen participation which include: work sessions, public hearings, EMS Summit, numerous reports and position papers.

Workload Impacts: The anticipated work impact as it relates to City staff will be moderate. The provisions in the performance contract require the City to monitor multiple performance standards on an on going basis. These include response time standards, review of deployment plans, chairing and attending several committee meeting, EMS training standards and certifications. These additional duties will be assigned to and performed by current City staff. The City Manager will appoint an EMS System Administrator who will also be responsible for the overall performance contract administration.

Conclusion: Approval of the Performance Contract is the final step in a process that began over three years ago to address concerns with pre-hospital ambulance service. The final version of the Performance Contract is a result of numerous revisions over the last few months. Staff has worked diligently with our Abaris Group consultant's, local ambulance company owners, and their representatives to develop an EMS Performance Contract that comprehensively improves the safety and stability of the EMS system serving the citizens of Great Falls.

**Concurrences:** Mr. Dave Kuhn and his staff have offered dozens of revisions and edits to the original contract proposals submit by the City during the course of contract negotiations. Staff has been attentive to Mr. Kuhn's business considerations throughout the negotiation process and we believe they are agreeable to him.

**Fiscal Impact:** The net fiscal impact to the City is minimal. City staff will absorb the additional duties; no additional staff or equipment is needed at this time. Consequently, there is provision

for a new small revenue source to the City for contract administration and for a Pre-transport service fee.

**Alternatives:**

1. The commission could postpone this decision and ask staff to negotiate further on issues they feel are necessary to add or remove to the contract.
2. The commission could direct staff to put this contract out to bid by “Request for Proposal” to see if another private transport provider would be willing to offer a better contract.
3. The commission could direct the City Manager to investigate providing public ambulance service.

**Attachments/Exhibits:**

Emergency Medical Service Transport Services Contract



ORIGINAL



# *EMS Transport Services Contract*

An Agreement with Great Falls  
Emergency Services and the City of  
Great Falls, Montana for Citywide  
911 Emergency Ambulance Services

November 1<sup>st</sup> 2008 to December 31, 2013



**ORIGINAL**

AN AGREEMENT WITH GREAT FALLS EMERGENCY SERVICES AND THE CITY OF GREAT FALLS, MONTANA FOR CITYWIDE 911 EMERGENCY AMBULANCE SERVICES

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## **SECTION 1 – ADMINISTRATION OF THE CONTRACT AND TERMS**

### **1.1 Contract Administration**

The City of Great Falls EMS System Administrator will act as the Contract Administrator, and shall represent the City in all matters pertaining to this Agreement and shall administer this Agreement on behalf of the City. The Contract Administrator or her/his designee may:

- A. Monitor the Contractor's and Subcontractor's EMS service delivery for compliance with standard of care as defined through law, medical protocols, and policies; and
- B. Provide technical guidance, as the Contract Administrator deems appropriate.

### **1.2 Term of Contract**

The term of this Agreement shall commence at 00:01 hours on November 1st, 2008, and shall terminate at midnight on December 31, 2013, unless terminated earlier or extended pursuant to the terms and conditions of this Agreement.

### **1.3 Conditions for Contract Extension**

This Agreement may be extended for two subsequent four-year terms by action of the Great Falls City Commission. At least one year prior to the expiration of this Agreement, Contractor shall notify the EMS System Administrator for the option to extend the Agreement.

- A. In deciding whether or not to extend this Agreement, the City, at its discretion, may establish a Review Committee to analyze the performance of the Contractor and to make recommendations to the Contract Administrator.
- B. EMS System Administrator will provide Contractor with a letter of approval or disapproval of the contract extension within 60 days of receiving the Contractor's letter notifying the EMS System Administrator for the option to extend the Agreement.

### **1.4 Contract Service Area**

All requirements described in this Agreement apply to the geographical area of the City of Great Falls and the Fire Districts served by Great Falls Fire Rescue.

## **1.5 Notices**

All notices, demands, requests, consents, approvals, waivers, or communications ("notices") that either party desires or is required to give to the other party shall be in writing and either personally delivered or sent by prepaid postage, first class mail, or sent by facsimile (with confirmation receipt). Notices shall be addressed as appears below for each party, provided that if either party gives notice of a change of name or address, notices to the giver of that notice shall thereafter be given as demanded in that notice.

Contractor: Great Falls Emergency Services-Manager  
514 9<sup>th</sup> Avenue South  
Great Falls, Montana 59405

Contractor: Great Falls Emergency Services- President  
2880 North 55 West  
Idaho Falls, Idaho 83402

City: EMS System Administrator  
City of Great Falls City Manager's Office  
P.O. Box 5021  
Great Falls, Montana 59403



## **SECTION 2 – ROLES AND RESPONSIBILITIES**

### **2.1 City's Functional Responsibilities**

The City seeks to ensure that reliable, high quality pre-hospital emergency medical care and transport services are provided on an uninterrupted basis. To accomplish this purpose, the City shall:

- A. Oversee and enforce the Contractor's rights as the emergency 911 ambulance service provider within the City of Great Falls;
- B. Oversee, monitor and evaluate contract performance and compliance; and
- C. Provide medical direction and control of the City EMS system.

### **2.2 Contractor's Functional Responsibilities**

During the term of this Agreement, the Contractor shall:

- A. Provide pre-hospital emergency medical care and transport services at the advanced life support (ALS level in response to emergency medical calls within the City twenty-four (24) hours each day, seven (7) days a week, without regard to the patient's financial status;
- B. Develop system status management and deployment plans specific to meeting the performance requirements of the City of Great Falls, continuously monitor the implementation of these plans and make necessary changes to the plans to meet system requirements;
- C. Provide ambulances, as well as other vehicles, equipment, facilities, medical and other supplies (including fuel, lubricants, maintenance, insurance, appropriate vehicle permits, and repairs/replacements) that are used by Contractor as necessary for the provision of services required as part of this Agreement;
- D. Furnish supplies and replacements for those used by the Contractor's personnel and provide replacement supplies used by Great Fall Fire Rescue when providing patient care and treatment;
- E. Establish a recruitment, hiring and retention system consistent with ensuring a quality workforce of clinically competent employees that are currently certified, licensed and/or accredited;
- F. Comply with all training requirements established by the State of Montana, and all applicable policies and provisions established by the Great Falls EMS Advisory Board, EMS System Medical Director, and EMS System Administrator;
- G. Maintain neat, clean, and professional appearance of all personnel, facilities, and equipment;
- H. Maintain a good reputation through ensuring courteous and professional conduct of office and field personnel;
- I. Maintain good working relationship with law enforcement agencies, first-responder agencies, hospitals, healthcare providers and other system participants. This shall include working under the Incident Command System (ICS) and using the National Incident Management System

(NIMS) during all emergency incidents;

- J. Establish and maintain a soft supplies exchange program with first-responder agencies, including Great Falls Fire Rescue. The Contractor will re-supply portable Oxygen to Great Falls Fire Rescue that was used during EMS incidents.
- K. Respond to City's written inquiries about service and/or complaints within five (5) business days of a written request from the City;
- L. Submit, in a timely manner, operational reports, with necessary documentation to support and verify data provided;
- M. Once contractor management becomes aware of incidents in which the Contractor's or Subcontractor's personnel fail to comply with contractual requirements, Contractor will notify the City, within two (2) business days.
- N. Ensure under this agreement, that all Subcontractors meet all performance and contractual requirements.

### **2.3 Medical Control**

- A. Medical Control – The Great Falls EMS 911 System Medical Director has the exclusive authority to develop overall medical plans, policies and medical standards to assure that an effective level of emergency medical care is maintained within the City pre-hospital care 911 system and shall provide ultimate medical control over the entire EMS system to include the Contractor and Subcontractor's EMS personnel while operating within the EMS 911 system pursuant to their licensures or certifications. On all matters affecting the quality of patient care, the EMS 911 System Medical Director directs policy and procedure. The EMS 911 System Medical Director has system-wide scope of authority, which covers all organizations and personnel that have a role in the City's 911EMS system.
- B. Functions of EMS 911 System Medical Director – include, but are not limited to:
  - 1. The determination of medical policies;
  - 2. Monitoring of medical aspects of the Contractor's/Subcontractor's emergency 911 performance and formulation of recommendations for improving that performance;
  - 3. The development and enforcement of standard of care protocols or standards required by the Agreement or by applicable regulations;
  - 4. Serving as the Vice-Chair of the City's EMS Advisory Board;
  - 5. Serving as the Chair of the EMS system's quality improvement committee; and
  - 6. Conducting periodic quality improvement reviews of the EMS 911 system.

- C. Matters included within the authority of EMS 911 System Medical Director – include, but not limited to:
1. Review and approval of all EMS training programs that are necessary for operation of the EMS 911 response system;
  2. Development and implementation of medical protocols for all EMS 911 system personnel;
  3. Protocols governing the use of helicopters for scene response;
  4. Patient destination policies;
  5. Equipment, medication and supply inventories;
  6. Monitoring compliance and enforcement of the standards of care; and
  7. Advising on other medical issues.
- D. The cost for the EMS 911 System Medical Director will be shared by the City and the Contractor. The City will administer the contract for the EMS 911 System Medical Director.
- E. The contractor is authorized to contract with an Agency Medical Director of their choice. The contractor's Agency Medical Director will be advisory on all issues related to plans, policies, and medical standards related to the city's 911 emergency care system. The contractor is solely responsible for all cost and actions associated with their Agency Medical Director.



## **SECTION 3 – DEPLOYMENT**

### **3.1 Deployment Plan**

All Contractor emergency 911 ambulance responses under the terms of its Agreement within the City's jurisdiction shall be dispatched as directed by the Cascade County Consolidated Dispatch Center (CCCDC) or in compliance with policies and protocols established by the City. Deployment Plans shall: Specify proposed locations of ambulances and numbers of vehicles to be deployed during each hour of the day and day of the week;

- A. Describe 24 hour and system status management strategies;
- B. Describe mechanisms to meet the demand for emergency ambulance response during peak periods of unusually high call volume;
- C. Include a map identifying proposed ambulance stations or post locations;
- D. Describe the full-time and part-time work force necessary to fully staff ambulances identified in the deployment plans;
- E. Describe any planned use of on-call crews;
- F. Describe any mandatory (force hire) overtime requirements;
- G. Describe how workload shall be monitored for personnel assigned to 24-hour units;
- H. Describe record keeping and statistical analyses to be used to identify and correct response time performance problems;
- I. Describe any other strategies to enhance system performance and/or efficiency through improved deployment/redeployment practices; and
- J. Describe the process to keep CCCDC and Great Falls Fire Rescue informed when ambulance resources are unavailable or not immediately ready to respond to emergencies in the City.

### **3.2 On-going Deployment Plan Requirements**

An initial deployment plan shall be filed with the City within thirty (30) days from accepting this contract as part of the Reporting Requirements shown in **Exhibit A**. A current deployment plan shall be kept on file with the City. The Contractor shall redeploy ambulances or add additional ambulance hours if the response time performance standard is not met. The Contractor shall submit proposed changes in the deployment plan in writing to the Contract Administrator thirty (30) days in advance. The 30-day prior written notice shall be waived if Contractor is adding resources to its deployment plan or if an emergency adjustment to the plan is needed to correct an acute performance problem.

### **3.3 Annual Review of Deployment Plan**

The Contractor will provide the City with updated deployment maps on an annual basis.

## SECTION 4 – OPERATIONS

### 4.1 Response Time Standards

- A. Response Time Performance – System response times are a key measurement of performance. This measurement is the determining factor, which drives the placement and redeployment of the systems resources throughout the entire system.
1. Each incident will be counted as a single response regardless of the number of units that respond.
  2. The Contractor shall use its best efforts to minimize variations or fluctuations in response time performance.
  3. For purposes of tracking Contractor response times and reporting, the City boundaries will encompass the entire ambulance response zone.
  4. The Contractor's personnel shall not exceed the posted speed limit by more than 10 miles per hour when responding to code III (emergency lights and siren) calls. Failure to comply with this requirement may result in damages being assessed as specified in **Exhibit B**. All posted speed limits and traffic regulations shall be observed during non-code III responses.
- B. Response Time Standards – An ALS ambulance shall respond to 90% of all emergency calls each month in the following response zones:
1. Urban Response Zone – 9:00 minutes or less encompassing all responses within the City limits;
  2. Rural Response Zone – 12:00 minutes or less encompassing all responses to the City's Fire Districts; and
  3. Super-Rural Response Zone – 20:00 minutes or less encompassing all responses to properties that may reside outside of the areas above that GFFR may provide EMS response.

*These response zone boundaries are delineated on the map included in **Exhibit E**.*

- C. Response Time Exemptions – In some cases, late responses will be excused from financial damages and from response time compliance reports. Approved response time exemptions include:
1. Failure by CCCDC dispatcher to give accurate location information (including address or cross street) to responding units;
  2. Weather conditions which impair visibility or create unsafe driving conditions;
  3. Call in which the response code is reduced from code III by CCCDC or first responder during the time the ambulance unit is enroute to the dispatched location;

- a. If the first responders or CCCDC orders the response slowed to Code I (no lights and sirens then a 50% increase in response times are allowed.
  - b. The same penalties apply if Code I response times are not met.
4. Wrong address provided by the requesting party;
  5. Unavoidable delay caused by unreported road construction;
  6. Material change in dispatch location after the initial dispatch is recorded as dispatched.
  7. No time recorded by dispatch.

*Exceptions shall be for good cause only, as determined by the City. The burden of proof that there is good cause for an exemption shall rest with the Contractor, and the Contractor must have acted in good faith. The alleged good cause must have been a substantial factor in producing the excessive response time. Exemptions shall be considered on a case-by-case basis.*

*Contractor shall file a request for each response time exception on a monthly basis with the City by the 20<sup>th</sup> of each month after receiving the City's Response Time Performance Report for the previous month. Such request shall list the date, the time, and the specific circumstances causing the delayed response.*

- D. Response Time Calculations – Response times shall be calculated from the hour, minute and second the call is received at the Contractors dispatch center or radio dispatched by CCCDC to an ambulance, to the hour, minute and second the Contractor arrives on scene with a fully equipped and staffed ALS ambulance.

*A call is considered "received" by the ambulance when crewmembers have received sufficient information from the reporting party to initiate the response (i.e. call back number, address, and patient chief complaint).*

- E. Applicable Calls – Response time standards shall apply to all emergency 911 ambulance requests requiring a Code III response. Each incident shall be counted as a single response regardless of the number of first-responders or ambulances actually utilized and only the first arriving ambulance's time shall be applicable. If a response is cancelled, or downgraded to a lower priority, financial penalties may be assessed if the response time standard was exceeded at the time of cancellation or downgrade.

- F. Response Time Performance Report – On the 10<sup>th</sup> day of each month, the City will provide the Contractor with a Response Time Performance Report for the previous month identifying each emergency call:

1. That did not meet response time standard;
2. That an ambulance was requested and was not able to respond; and
3. Where failure to properly report times necessary to determine response time, on-scene



time, and transport time.

*The Contractor shall identify causes of performance failures and document efforts to eliminate these problems by the 20<sup>th</sup> day of each month to the City.*

- G. Damages for Failure to Provide Data to Determine Compliance – When on-scene time cannot be provided for a particular emergency call, response time for that call shall be deemed to have exceeded the required response time for purposes of determining response time compliance. In order to rectify the failure to report an on-scene time and to avoid the damages, Contractor may demonstrate to the satisfaction of the City an accurate on-scene time, however, the response would then be subject to response time damage calculations. If response times exceeds response time standards.
- H. Response Time Fine Structure – If contractor and/or Subcontractor fail to meet response time standards or performance standards in the delivery of service, except as otherwise exempted, the Contractor shall be assessed penalties in the amounts listed in **Exhibit B**.
- I. Any infractions of the response time criteria will be submitted on the City's response time form.

#### **4.2 Dispatch Requirements**

- A. Dispatch – The Contractor shall utilize Cascade County Consolidated Dispatch Center (CCCDC) for emergency 911 ambulance dispatch services.
- B. Payment for Dispatch Services – Payments for dispatch services will be made quarterly according to the schedule outlined in **Exhibit C**.
- C. Communications Equipment – Contractor shall provide and maintain communications equipment in good operating condition. Such communications equipment shall be compatible with existing CCCDC equipment and remain so during the period of this Agreement. Changes will be coordinated with the contractor. The City will assist the contractor with a means to fund communication equipment.

#### **4.3 Equipment and Supplies**

- A. Ambulances – All ambulances used under this Agreement shall be type I, II, or III, shall be in good condition, and shall meet or exceed the current Federal KKK standards at the time of the vehicle's original manufacture, except where such standards conflict with State of Montana standards, in which case the State standards shall prevail. All such ambulances shall also meet or exceed the equipment standards of the State of Montana. The Contractor shall assume all costs ambulance and equipment maintenance.

Contractor shall maintain, and provide to the Contract Administrator, a complete listing of all ambulances (including reserve ambulances) to be used in the performance of this Agreement, including their license and vehicle identification numbers, and the name and address of the lien holder, if any. Changes in the lien holder, as well as the transfer of ownership, purchase, or sale of ambulances used under this agreement shall be reported to the Contract Administrator.

- B. Ambulance Equipment and Supplies – Each ambulance shall, at all times maintain an equipment and supply inventory sufficient to meet Federal and State requirements for ALS level ambulances, including the requirements of the City. Contractor shall be responsible for stocking all expendable supplies including medications.

All medical equipment shall be in good repair and in working and safe order at all times. Contractor shall have sufficient medical equipment and expendable supplies so that there is a sufficient backup to accommodate replacement during repair and for times of excessive demand in the system.

The Contractor shall furnish, operate, maintain, and replace, as necessary, any and all items of equipment, apparatus and supplies, whether real, personal, or otherwise, necessary to fulfill its obligations under the Agreement. The Contractor shall furnish and maintain a detailed inventory of medical equipment and supplies on board its ALS ambulances.

- C. Radio Communications – Contractor shall ensure that each ambulance is equipped with appropriate emergency communication and alerting devices. Every ambulance shall include the ability to communicate with CCCDC, Benefis Hospital, GFFR, and other public safety agencies. Contractor shall ensure that each ambulance utilized in the performance of this Agreement is equipped with emergency devices capable of being used to notify ambulance personnel of response needs; and radio communications equipment compatible with CCCDC communications equipment sufficient to meet or exceed the requirements of City or CCCDC policies and procedures. Contractor shall have access to an internal radio communications system including a portable communications link between Contractor's ambulance crews and its dispatch center.
- D. Controlled Substances – The Contractor shall have controlled substance policies and procedures, consistent with Drug Enforcement Administration (DEA) and State of Montana requirements, to govern the storage, inventory, accountability, restocking, and procurement of controlled drugs and substances permitted to be carried and utilized in the provisions of ALS by paramedics.

1. The EMS System Medical Director shall approve all controlled substance policies and procedures.

- E. Safety Equipment – Contractor will follow State and Federal OSHA requirements and shall provide personnel with equipment necessary to ensure protection from illness or injury when responding to an emergency medical request.

- F. Vehicle Maintenance Program – Contractor's vehicle maintenance program shall be designed and conducted so as to achieve the highest standards of reliability appropriate to a modern emergency ambulance service. The Contractor will maintain ambulances and equipment to the manufacturer's service maintenance schedule.

1. Contractor shall maintain all ambulances. Vehicles shall be kept in excellent working condition at all times. Any ambulance with any deficiency that compromises, or may compromise, its performance, shall be immediately removed from service.



#### **4.4 Disaster Preparedness**

- A. **Disaster Plan** – Contractor shall have a plan for the immediate recall of personnel to staff units during multi-casualty situations, or declared disaster situations. This plan shall include the ability of the Contractor to page and alert off-duty personnel. The Contractor shall participate in training programs and exercises designed to upgrade, evaluate, and maintain readiness of the system's disaster and multi-casualty response system.
- B. **Disaster Planning** – Contractor shall actively participate with the City in disaster planning. Contractor shall designate a representative who shall regularly attend meetings and shall be the liaison for disaster activities with the City and with other agencies. The Contractor shall provide field personnel and transport resources for participation in any City disaster drill in which the City disaster plan or multi-casualty incident plan is tested.
- C. **Disaster Response** – If a disaster declaration is made, the City may suspend normal operations and the Contractor shall respond in accordance with the disaster plan. The following provisions may apply, as determined by the Contract Administrator, during and after a disaster:
  - 1. During such periods, the Contractor may be released, at the discretion of the Contract Administrator, from response time performance requirements for all responses, including response time penalties. At the scene of such disasters, Contractor's personnel shall perform in accordance with the City disaster plan.
  - 2. When disaster response has been terminated, the Contractor shall resume normal operations as rapidly as is practical considering exhaustion of personnel, need for restocking, and other relevant considerations and shall keep the Contract Administrator informed of factors that limit Contractor's ability to resume normal operations.
  - 3. During the course of a disaster, the Contractor shall use its best efforts to maintain emergency service throughout the City, and shall suspend or ration non-emergency transport work as necessary.
  - 4. The City shall assist the Contractor in seeking reimbursement for its costs for any disaster relief monies. Such assistance shall be limited to processing claims for reimbursement equal to 100% of the direct cost of the services, or the allowable standby charge provided for herein, whichever is greater. The City shall have no financial responsibility for these costs or charges other than to provide assistance in processing the claim(s) for payment.
- D. At the scene of a mass-casualty incident (MCI), the Contractor's personnel shall perform as part of the Incident Command System (ICS) structure.

#### **4.5 System Committee Participation**

Contractor shall designate personnel to participate in committees that have a direct impact on emergency medical services for the City, to include, but not be limited to, Great Falls EMS Advisory Board, EMS Advisory Board subcommittees, including the quality improvement committee. Personnel participants may include, but not be limited to, president, management, agency medical director,

and staff.

#### **4.6 First-Responder Program Support**

- A. Contractor agrees to have an effective EMS system that the ALS ambulance and the ALS first-responders must work as a team to deliver the highest-level and most cost-effective service. The EMS delivery system must be integrated rather than segregated.
- B. Disposable items used by GFFR first-responders in providing patient care and treatment shall be replaced by Contractor's personnel at the incident scene. If it is not in the best interest of patient to complete the replacement of disposable items at the incident, GFFR will furnish the Contractor's personnel with a list of items to be replaced accompanied by the name, if known, and incident number of the patient for whom the item was used. The Contractor shall, within 48 hours of receipt of the list of items, re-supply GFFR with all items on such list to be delivered to Fire Station 1, 105 9<sup>th</sup> Street South, Great Falls, MT.
- C. Within 24 hours, the Contractor shall retrieve and return to GFFR all durable equipment supplied by GFFR in providing EMS and any other GFFR equipment which has come into the Contractor's possession.

## **SECTION 5 – PERSONNEL**

### **5.1 Clinical and Staffing Standards**

City expects that the provision of emergency ambulance services shall conform to the highest professional standards and shall comply with all applicable State laws and regulations, and City EMS policies, procedures, and field treatment guidelines. All persons employed by the Contractor in the performance of work under this Agreement shall be competent and shall hold appropriate and currently valid certificates, licenses or accreditations in their respective trade or profession. The Contractor shall be held accountable for its employees' licensure, performance and actions. Changes resulting in a negative fiscal impact to the contractor will be analyzed before implementation.

- A. Ambulance Staffing – Contractor shall, at all times, staff each ambulance with at least one person who is certified and licensed in the State of Montana as a Paramedic and one person who is certified and licensed in the State of Montana as an Emergency Medical technician (EMT). Staffing exceptions will be allowed only during times of disaster declaration.
- B. Management and Supervision – Contractor shall provide the management personnel necessary to administer and oversee all aspects of emergency ambulance service. At least one field supervisor with emergency medical experience shall be on-duty or on-call at all times to oversee and provide support to field personnel. The Contractor shall provide to the City a hierarchal table of organization identifying the management positions and their roles and responsibilities.
- C. Required Certifications – The Contractor shall follow the State of Montana Department of Health and Human Services and the Board of Medical Examiners rules and regulations regarding the licensure and certification requirements of its employees who work in the City.
- D. In-Service Training, Continuing Education and Driver Training – Contractor shall have a program for ensuring personnel are prepared to respond to emergency requests through in-service training and continuing education.
  - 1. Contractor shall implement a program, to train EMT personnel to assist Paramedics in the provision of advanced life support patient care.
  - 2. Contractor shall maintain an on-going driver training program for ambulance personnel.
  - 3. Contractor shall provide in-service training programs related to the EMS Advisory Board's quality improvement activities and outcomes.
  - 4. Contractor shall allow GFFR personnel to attend in-service training and GFFR will allow Contractor's employees to attend their in-service training programs.
  - 5. All field level staff shall be trained at the ICS-100 and NIMS 700 level and all field supervisors shall be trained at the ICS-300 (based on availability) and NIMS 800 level within 60 days of employment or promotion to supervisor level.



## **5.2 Safety and Infection Control**

The Contractor shall comply with all State and Federal safety requirements, including all applicable articles in Title 29 of the Code of Federal Regulations.

## **SECTION 6 – QUALITY/PERFORMANCE**

### **6.1 Continuous Quality Improvement Program**

- A. Contractor shall participate in the EMS system continuous quality improvement (CQI) program which interfaces with the local EMS Advisory Board's evolving CQI Program, including participation in system related CQI activities. The EMS system CQI program shall be an organized, coordinated, multi-disciplinary approach to the assessment of pre-hospital emergency medical response and patient care for the purpose of improving patient care service and outcome. The CQI program should not be limited to clinical functions alone. The program should include methods to measure performance, identify areas for improvement, and how such improvements can be implemented and then evaluated. The program shall describe customer services practices, including how customer satisfaction is determined and how customer inquiries/complaints are handled.
- B. Contractor shall submit an update to the City to show compliance with CQI areas for improvement.

### **6.2 Inquiries and Complaints**

Contractor shall provide prompt response and follow-up to written inquiries and complaints by the City. Such responses shall be subject to the limitations imposed by patient confidentiality restrictions.

### **6.3 Unusual Occurrences**

Contractor shall complete a report to the Contract Administrator within 48 hours by all parties involved in any unusual occurrence as defined below. When Contractor becomes aware, the Contractor shall immediately notify the Contract Administrator of potential violations of the Administrative Rules of Montana Title 37 – Department of Public Health and Human Services, Chapter 104 or Montana Code Annotated Title 50 – Health and Safety, Chapter 6 – Emergency Medical Services. IT IS THE PARTIES' INTENTION THAT ALL INFORMATION EXCHANGED UNDER THIS SECTION BE USED EXCLUSIVELY IN CONNECTION WITH QUALITY ASSESMENT OR IMPROVEMENT ACTIVITIES INCLUDING THE PROFESSIONAL TRAINING OR SUPERVISION OF THE CONTRACTOR PURSUANT TO SECTIONS 50-16-201 THROUGH 205 OF MONTANA CODE ANNOTATED.

## **SECTION 7 – DATA AND REPORTING**

### **7.1 Data System Hardware and Software**

Contractor shall utilize a patient care reporting form or system as approved by the State of Montana.

### **7.2 Uses and Reporting Responsibilities**

The EMS data system shall be used for documentation of patient medical records, continuous quality improvement, and reporting aggregate data as specified by Administrative Rules of Montana and the City. The database system shall contain all EMS responses and patient records. These patient records shall contain a unique identifier for the patient (e.g., automated dispatch system incident number), automated dispatch system information for the response, pre-hospital personnel for the response, patient information (e.g., name, address, insurance), patient history, physical findings, and treatment rendered. Contractor shall comply with the requirements for the patient care report as identified in State and local EMS policies.

### **7.3 Pre-Hospital Care Reports**

Contractor shall complete appropriate documentation and pre-hospital care reports according to State and local EMS policies.

### **7.4 Inspection of Records and Reports**

- A. Contractor shall retain and make available for inspection by the City during the term of the Agreement and for at least a three-year period from expiration of the Agreement all documents and records required and described herein.
- B. At any time during normal business hours, and as often as may reasonably be deemed necessary, the Contract Administrator, or her/his designee, and the EMS 911 System Medical Director, may observe the contractor's operations.
- C. City representatives may, at any time, and without notification, directly observe and inspect the Contractor's operation, ride as "third person" on any of the Contractor's ambulance units, provided however, that in exercising this right to inspection and observation, such representatives shall conduct themselves in a professional and courteous manner, shall not interfere in any way with the Contractor's employees in the performance of their duties, and shall, at all times, be respectful of the Contractor's employer/employee relationship.
- D. The City's right to observe and inspect the Contractor's business office operations or records as defined in this agreement shall be restricted to normal hours, except as provided above.

### **7.5 Health Insurance Portability and Accountability Act of 1996, Public Law 104-191**

- A. During the term of this Agreement, each party may receive from the other party, or may receive or create on behalf of the other party, certain confidential health or medical information (Protected Health Information "PHI", as further defined below). This PHI is subject to protection under state and/or federal law, including the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA) and regulations promulgated there under by the U.S.

Department of Health and Human Services (HIPAA Regulations). Each party represents that it has in place policies and procedures that will adequately safeguard any PHI it receives or creates, and each party specifically agrees to safeguard and protect the confidentiality of Protected Health Information consistent with applicable law. Without limiting the generality of the foregoing, each party agrees that it shall have in place all policies and procedures required to comply with HIPAA and the HIPAA Regulations prior to the date on which such compliance is required. Contractor shall require subcontractors to abide by the requirements of this section.

- B. For purposes of this section, Protected Health Information means any information, whether oral or recorded in any form or medium: (a) that relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to any individual; or the past, present or future payment for the provision of health care to an individual, and (b) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. This section shall be interpreted in a manner consistent with HIPAA, the HIPAA Regulations and other state or federal laws applicable to PHI.

## **SECTION 8 –SUBCONTRACTING**

### **8.1 General Subcontracting Provisions**

All subcontracts of Contractor for provision of services under this Agreement shall be notified of Contractor's relationship to City.

- A. Contractor has legal responsibility for performance of all contract terms including those subcontracted.
- B. Nothing in this Agreement, or in any subcontract, shall preclude the City from monitoring the EMS activity of any subcontractor.
- C. There shall be a section in each subcontract requiring prior approval from the City before any subcontract may be modified.
- D. The Contractor shall assure that the subcontractors cooperate fully with the City.
- E. In the event discrepancies or disputes arise between this Agreement and the subcontracts, the terms of this Agreement shall prevail in all cases.

### **8.2 Relationships and Accountability**

Should the Contractor utilize one or more subcontractors to provide any of the Contractor's primary responsibilities, the Contractor shall seek and obtain approval of the subcontract(s) from the City, and provide assurance to the City that each of the subcontractor(s) is professionally prepared for and understands its role within the system.

- A. The Contractor shall provide clear evidence that the scope of service designed for the subcontractor(s) will enhance system performance capability and provide a cost savings for the EMS System.
- B. If the subcontract(s) and associated scope of work is approved, the Contractor shall be accountable for the performance of the subcontractor(s).
- C. The inability or failure of any subcontractor to perform any duty or deliver contracted performance will not excuse the primary Contractor from any responsibility under this Agreement.
- D. The Contractor shall designate a management liaison to work with the City in monitoring compliance of subcontractors with contractual and system standards.

### **8.3 Performance Criteria**

All subcontractors will be held to the same performance criteria as the primary Contractor, with respect to quality improvement activities, medical control, continuing education, and penalties for non-compliance. The Contractor shall pay penalties for late response times according to the terms of this Agreement as described in **Exhibit B**.



## **SECTION 9 – ADMINISTRATIVE REQUIREMENTS**

### **9.1 Performance Security**

Prior to the commencement of operations under the terms and conditions of this Agreement, Contractor shall obtain and maintain throughout the term of the contract a "contract performance security" in the amount of \$120,000.00. Only in the event that the Contractor commits a major breach, as defined in section 11.1 of this contract, shall the contractor be required to pay the performance security to the City. The contractor shall be able to obtain and maintain Security Performances in one of the following methods acceptable to the City.

- A. Cash; or
- B. An irrevocable letter of credit issued by a financial institution rated at least "A" by Moody's or Standard and Poor's in a form acceptable to the City Legal Counsel which shall recognize and accept the contract's requirements for immediate payment of funds to the City upon determination by the City Commission that Contractor is in major breach and that the nature of the breach is such that the public health and safety are immediately and seriously endangered, and recognizing that any legal dispute by the Contractor or the creditor shall be initiated and resolved only after release of the performance security funds to the City; or
- C. An irrevocable guaranty issued by an entity rated at least "A" by Moody's or Standard and Poor's in a form acceptable to the City Legal Counsel which shall recognize and accept the contract's requirements for immediate payment of funds to the City upon determination by City Legal Council that Contractor is in major breach and that the nature of the breach is such that the public health and safety are immediately and seriously endangered, and recognizing that any legal dispute by the Contractor or the creditor shall be initiated and resolved only after release of the performance security funds to the City; or
- D. A surety bond issued by an insurance company rated at least "A" by Moody's, Standard and Poor's or A.M. Best in a form acceptable to City Legal Counsel which shall recognize and accept the contract's requirements for immediate payment of funds to the City upon determination by the City Legal Counsel that Contractor is in major breach and that the nature of the breach is such that the public health and safety are immediate and seriously endangered, and recognizing that any legal dispute by the Contractor or the creditor shall be initiated and resolved only after release of the performance security funds to the City; or
- E. Such other forms of security, or a combination of the above methods, that is acceptable to the City.
- F. The irrevocable letter of credit, irrevocable guaranty, or surety bond furnished by the Contractor in fulfillment of this requirement shall provide that such letter of credit, guaranty, or bond shall not be cancelled for any reason except upon thirty (30) calendar days written notice to the City of the intention to cancel said letter of credit, guarantee, or bond. The Contractor shall, not later than twenty (20) days following the commencement of the thirty-day notice period, provide the City with replacement security in a form acceptable to the City. In the event that the guarantor/surety is placed into liquidation or conservatorship proceedings, Contractor shall

provide replacement security acceptable to the City within twenty (20) days of such occurrence.

## **9.2 Insurance**

Contractor, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance withal of the following insurance coverage(s) and requirements. Such insurance shall be in a form or format acceptable to City Counsel and City Risk Management and shall be primary coverage as respects City.

### **A. Types of Insurance and Minimum Limits:**

1. **Worker's Compensation** – Statutory Worker's Compensation Insurance shall cover all Contractor's staff while performing any work incidental to the performance of this Agreement.
2. **General Liability** – Commercial general liability insurance policy, including automobile coverage, in a form acceptable to the City, of not less than \$2,000,000 per occurrence for bodily injury or death, and \$2,000,000 per occurrence for loss or damage to property; and \$4,000,000 aggregate.

*All policies of insurance required in this Agreement shall be issued by insurance companies licensed to do business in the State of Montana. Proof of coverage shall be evidenced by submitting an insurance certificate, or certificates, to the City, which names the City as an additional insured and indicates that the City will be notified no less than thirty (30) days prior to alteration, cancellation, termination, or non-renewal of coverage.*

3. **Professional Liability** – Professional Liability insurance policy of not less than \$2,000,000 per occurrence and \$4,000,000 aggregate.

## **9.3 Indemnification**

- A. Contractor agrees to defend, indemnify, protect and hold the City, its officers, employees and agents harmless from and against any and all claims asserted, or liability established for injuries or damages to any person or property (including attorney's fees), or losses and causes of action which may arise from or in connection with the performance by the Contractor under this Agreement.
- B. The City agrees to defend, indemnify, protect and hold the contractor, it officers, employees, shareholders and agents harmless from and against any and all claims asserted, or liability established for injuries or damages to any person or property (including attorneys' fees), or losses and causes of action which may arise from or in connection with the performance by the City under this Agreement.

## **SECTION 10 – FISCAL REQUIREMENTS**

### **10.1 Annual Subsidy**

The City is not required to provide any subsidy to the Contractor/Subcontractor(s) for the purpose of this Agreement.

### **10.2 General Provisions**

- A. As compensation for services, labor, supplies, and materials furnished under this Agreement, Contractor shall collect revenues as permitted in this section.
- B. All contractors' accounting records shall be in accordance with generally accepted accounting principles.
- C. Fiscal year for reporting purposes of this Contract will be January 1, through December 31.

### **10.3 Billing and Collections**

- A. Rates – The Contractor's rates beginning at contract start date are located in **Exhibit D**. Contractor agrees to bill all transports and medical care without discount of City approved rates except as required by Medicare, Medicaid and other government agencies. After the Contractor has exercised its best efforts at full recovery of accounts receivable, it shall negotiate its best recovery possible from self-pay patients through its collections agency services and /or exercise its ability to "write off" the ambulance fees for self pay individuals who can't or won't pay for ambulance services.
- B. Rate Adjustment – Contractor may increase its rates as required to maintain financial stability throughout the contract. Any increases to rates shall be established in accordance with requirements in ordinance 2993 Section 8.9.375.

### **10.4 Reporting Responsibilities**

During the term of this Agreement, Contractor shall provide the documents and reports shown in **Exhibit A**.

### **10.5 Damages**

- A. Contractor shall be liable for the damages shown in **Exhibit B**.
- B. Payment Methodology – City will make final damages determination and invoice the Contractor. Contractor shall pay City monthly for any penalties upon receipt and acceptance by the City of performance reports with penalties for the previous calendar month.
- C. Damages Disputes – If contractor disputes City's response time calculation, or the imposition of any other damages, Contractor may appeal to the EMS Administrator in writing within fifteen (15) business days of receipt of notice of damages. The written appeal shall describe the problem and provide an explanation of the reasons why such damages should not be assessed. The EMS Administrator shall review all appeals and shall issue a decision regarding the ruling



as to the issues at hand and determination regarding the imposition, waiver, or suspension of the damages in writing to the Contractor within fifteen (15) business days of receipt of such requests and advise of the determination of such review. If needed, the matter may then be forwarded to the City Commission for final appeal and determination.

- D. Use of Damages Monies – Damage monies shall be expended in a manner that benefits the EMS system as determined by the sole discretion of the City. The EMS System Administrator may seek recommendations from the Contractor, EMS Advisory Board, and other EMS system participants or committees.

## **10.6 Compensation to City**

- A. Dispatch Services – Contractor shall pay the City for emergency medical dispatch services in the amount of \$23,500.00 per year. The Contractor will be responsible for paying the City on time for each payment on a quarterly basis in April, July, October and January (see **Exhibit C**) of each year of the contract term, unless at the direction of the City Commission the compensation for EMS dispatch services is increased to meet the demands of an enhanced dispatch center. Ambulance rates may need to be increased with the City Commission's approval to meet additional compensation requirements. It is the responsibility of the Contractor to begin payments April 1, 2008. A late payment charge of five (5) percent of any unpaid balance will be assessed for each 30-day period or part thereof, in which a payment is past due. The Cascade County Consolidated Dispatch Center and the City warrants that the foregoing amount is not greater than its actual costs of providing such services.
- B. Oversight and Monitoring – Contractor will pay the City \$9,000 annually for City staff for services rendered to provide ongoing contract oversight and to ensure Contractor and Subcontractor provides quality medical care. The Contractor will be responsible for paying the City on time for each payment on a quarterly basis in April, July, October and January (see **Exhibit C**) of each year of the contract term. It is the responsibility of the Contractor to begin payments, November 1, 2008. A late payment charge of five (5) percent of any unpaid balance will be assessed for each 30-day period or part thereof, in which a payment is past due.
- C. Medical Direction – Contractor will pay the City \$7200.00 annually for the provision of EMS 911 system medical direction in the form of a part-time EMS 911 System Medical Director position. The Contractor will be responsible for paying the City on time for each payment on a quarterly basis in April, July, October and January (see **Exhibit C**) of each year of the contract term. It is the responsibility of the Contractor to begin payments, April 1, 2008. A late payment charge of five (5) percent of any unpaid balance will be assessed for each 30-day period or part thereof, in which a payment is past due.
- D. Arranging for and Providing Pre-Transport Service Fee Contractor will pay the City \$20,000 annually for City staff arranging for and providing Pre-transport services at the scene of an emergency medical incident in which the Contractor's employees respond. The City allows the Contractor to bill the patient and their third party insurance companies for the services and supplies provided by the City's EMS Services. The Contractor will be responsible for paying the City on time for each payment on a quarterly basis in April, July, October, and January (see

**Exhibit C)** of each year of the contract term. It is the responsibility of the Contractor to begin payments, November 1, 2008. A late payment charge of five (5) percent of any unpaid balance will be assessed for each 30-day period or part thereof, in which a payment is past due.

- E. Annual fees - as noted in section 10.6 A through D, shall be increased automatically based on the Annual Western Region Urban Consumer Price Index for the previous calendar year.

## **SECTION 11 – GENERAL CONTRACT REQUIREMENTS**

### **11.1 Contract Termination**

Termination For Cause – City may terminate this Agreement at any time for cause for major breach of its provisions immediately and seriously affecting the public health and safety, consistent with the provisions herein.

A. “Major Breach” shall include:

1. Failure of Contractor to operate its ambulances and emergency medical services program in a manner which enables the City and Contractor to remain in substantial compliance with the requirements of federal, state, and local laws, rules and regulations. Contractor shall have 30 days from receipt of notice of breach to cure such failure.
2. Willful and deliberate falsification of information supplied to the City by the Contractor regarding its ambulance and emergency medical services program and services, including, but not limited to, dispatch data, patient reporting data, and response time performance data, as it relates to the contract.
3. Failure to comply with the response time performance requirements for two consecutive months, or for any three months in a calendar year, shall be a “Minor Breach” of this Agreement. Failure to comply with these response time performance requirements for three consecutive months, or for any four months in a calendar year, shall be a “Major Breach” of this Agreement.
4. Failure to consistently meet or exceed the various clinical and staffing standards required herein (as referred to in 5.1 A)
5. Chronic Failure to maintain equipment or vehicles in accordance with good maintenance practices, or to replace equipment or vehicles in accordance with Contractor’s submitted and accepted Equipment Replacement Policy, except as extended use of such equipment is approved by the City as provided for herein provided Contractor shall have 30 days from the receipt of notice of such failure.
6. Chronic or persistent failure to comply with conditions stipulated by the City to correct any “Minor Breach” conditions;
7. Failure of the Contractor to cooperate and assist the City in the investigation or correction of any “Minor or Major Breach” of the terms of this Agreement; After written notice by the System Administrator
8. Failure to assist in the orderly transition, or scaling down of services, during the transition to the next contractor if such contract does not include the Contractor;
9. Failure to maintain in force throughout the term of this Agreement, including any extensions thereof, the insurance coverage required herein;

10. Failure to maintain in force throughout the term of this Agreement, including any extensions thereof, the performance security requirements as specified herein;
11. Any other willful acts or omissions of the Contractor that immediately and seriously endangers the public health and safety.
12. Failure to cooperate and follow the direction of the EMS 911 System Medical Director as it relates to plans, policies, and medical standards.
13. If contractor (I) admits in writing its inability to pay its debts generally as they become due, or (II) files a petition to be adjudicated a voluntary bankrupt in bankruptcy or a similar petition under any insolvency act, or (III) makes an assignment for the benefit of its creditors, or (IV) consents to the appointment of a receiver of itself or of the whole or any substantial part of its property.
14. If Contractor fails to provide the city, with a minimum of 6 months notice, in writing, that contractor will be discontinuing ambulance operations in the city.

B. “Minor Breaches” shall be defined to mean failure to fulfill any of the terms and conditions of this Agreement for which failures are not already provided for and which failures do not amount to a Major Breach of this Agreement, as that term is defined above. Before such minor breaches are imposed, Contractor shall be given notice by certified mail or hand delivery, of the alleged breach and thirty (30) calendar days to cure the breach or to appeal to the EMS System Administrator.

1. Chronic or persistent failure of the Contractor's employees to conduct themselves in a professional and courteous manner where reasonable remedial action has not been taken by the Contractor;
2. Failure to participate in the established Continuous Quality Improvement (CQI) program of the EMS Advisory Board, including, but not limited to investigation of incidents and implementing prescribed corrective actions;
3. Failure to comply with required payment of damages within 30 days written notice of the imposition of such damage assessment.

## **11.2 Declaration of Major Breach and Takeover/Replacement Service**

If the City determines that a Major Breach has occurred, and if the nature of the breach is, in the City's opinion, such that public health and safety are endangered, and after Contractor has been given written notice and reasonable opportunity to correct such deficiency, Contractor shall cooperate completely and immediately with the City to effect a prompt and orderly takeover or replacement by the City of Contractor's City of Great Fall operations.

If requested by the City, the Contractor shall lease up to three ambulances and equipment in Great Falls, for a term not to exceed 180 days at fair market value in mitigation of any damages to the City, resulting from Contractor's breach or failure to perform. However, during the City's takeover of the ambulances and equipment, the City and the Contractor will be considered lessee and lesser, respectively.



### **11.3 Dispute After Takeover/Replacement**

Contractor shall not be prohibited from disputing any finding of major breach through litigation, provided, however, that such litigation shall not have the effect of delaying, in any way, the immediate takeover/ replacement of operations by City. Neither shall such dispute by Contractor delay City's access to Contractor's performance security in accordance with Section 9.1 herein.

Any legal dispute concerning a finding of breach shall be initiated only after the emergency takeover/replacement has been completed. Contractor's cooperation with, and full support of, such emergency takeover/ replacement process, as well as the immediate release of performance security funds to City, in accordance with section 9.1 herein, shall not be construed as acceptance by Contractor of the finding of major breach, and shall not in any way jeopardize Contractor's right to recover any and all damages, including reimbursement of the performance security and any other costs or other expenses incurred as a result of the takeover or replacement should a court later determine that the declaration of major breach was in error. However, failure on the part of Contractor to cooperate fully with City to effect a safe and orderly takeover/replacement of services shall constitute a major breach under this ordinance, even if it is later determined that the original declaration of major breach was made in error.

### **11.4 Breach Not Dangerous to Public Health and Safety**

If the City declares the Contractor to be in breach on grounds other than performance deficiencies dangerous to public health and safety, the Contractor may dispute the City's claim of major breach prior to takeover/replacement of the Contractor's operations by the City.

### **11.5 Liquidated Damages**

The unique nature of the services that are the subject of this Agreement requires that, in the event of major default of a type, that endangers the public health and safety, the City must restore services immediately, and the Contractor must cooperate fully to effect the most orderly possible takeover/replacement of operations. In the event of such a takeover/replacement of the Contractor's operations by the City, it would be difficult or impossible to distinguish the cost to the City of effecting the takeover/replacement, the cost of correcting the default, the excess operating cost to the City during an interim period, and the cost of recruiting a replacement Contractor from the normal cost to the City that would have occurred even if the default had not occurred. Similarly, if takeover/replacement costs and interim operating costs are high, it would be impossible to determine the extent to which such higher costs were the result of the Contractor's default or from faulty management of the City's costs during takeover and interim operations.

For these reasons, this liquidated damages provision is a fair and necessary part of this Agreement. The minimum amount of these additional costs to the City (e.g., costs in excess of those that would have been incurred by City if the default had not occurred) would be not less than the amount identified in the performance security requirement of this Agreement even assuming City's takeover/replacement management team is fully competent to manage the previously contracted functions.

Therefore, in the event of such a declared major breach and takeover/replacement by the City of Contractor's services, Contractor shall pay the City liquidated damages in the amount of \$120,000.00 under the performance security required by this agreement.

### **11.6 City Responsibilities**

In the event of termination of this Agreement, the City shall be responsible for complying with all laws, if any, respecting reduction or termination of pre-hospital medical services.

### **11.7 "Lame Duck" Provisions**

If the Contractor fails to win the bid in a subsequent bid cycle, the City shall depend upon the Contractor to continue provision of all services required under this agreement until the winning contractor takes over operations. Under these circumstances, the Contractor would, for a period of several months, serve as a "lame duck". To ensure continued performance fully consistent with the requirements of this agreement throughout any such "lame duck" period, the following provisions shall apply:

- A. Throughout such "lame duck" period, Contractor shall continue all operations and support services at substantially the same levels of effort and performance as were in effect prior to the award of the subsequent agreement to the subsequent winning contractor;
- B. Contractor shall make no changes in methods of operation that could reasonably be considered aimed at cutting Contractor's service and operating costs to maximize profits during the final stages of this contract; and
- C. Contractor may reasonably begin to prepare for transition of service to the new Contractor during the "lame duck" period, and the City shall not unreasonably withhold its approval of the outgoing Contractor's requests to begin an orderly transition process, including reasonable plans to relocate staff, scale down certain inventory items, etc., so long as such transition activities do not impair Contractor's performance during such "lame duck" period, and so long as such transition activities are prior-approved by the City.

### **11.8 Equal Employment Opportunity**

The Contractor is responsible for complying with and developing equal opportunity policies and procedures as required by State and Federal guidelines.

### **11.9 Independent Contractor Status**

Contractor is an independent contractor and not an employee of the City. Contractor is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. Contractor is not entitled to any employee benefits. City agrees that Contractor shall have the right to control the manner and means of accomplishing the result contracted for herein.

By their signatures to this Contract, each party certifies that it is his or her considered judgment that the Contractor engaged under this Contract is in fact an independent contractor.

### **11.10 Non-Assignment and Non-Delegation**

Contractor shall not assign or delegate this Agreement without the prior written consent of City, which consent shall not be unreasonably withheld.

### **11.11 Conformance to Regulations**

Contractor shall perform this Agreement in conformance with all applicable Federal, State and local rules and regulations, including applicable facility and professional licensure and/or certification laws.

### **11.12 Conformance to Law**

This Agreement shall be construed and interpreted according to the laws of the State of Montana, the United States of America, and the ordinances of the County of Cascade and the City of Great Falls.

### **11.13 Reports**

The Contractor shall submit written reports of operations, and other reports as requested by City according to the table shown in **Exhibit A**. The format for the content of such reports will be developed by the City in consultation with the Contractor.

### **11.14 Changes**

The City may from time to time request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, which are mutually agreed upon between the City and Contractor, shall be effective when incorporated in written amendments in this Agreement. No alteration, amendment, or modification of the terms of this Agreement shall be valid unless executed by written amendment hereto, signed by both parties and approved by the City.

Amendments or modifications to the provisions of this Agreement, including its term, may be initiated by either party and may be incorporated into this Agreement if it is in writing and approved by the parties.

### **11.15 Retention of Records, Record Keeping, and Accounting Practices**

Contractor shall retain records pertinent to this Agreement for a period of not less than three (3) years after termination of this Agreement. All accounting records shall be kept in accordance with general accepted accounting practices. Annually the Contractor shall submit an "Agreed upon Procedures Engagement" Letter from an independent accounting firm complying with GAAP standards.

### **Force Majeure**

Contractor shall not be liable to the City for delays in performing the services contemplated under this agreement or for the indirect cost resulting from such delays that may result from riots, war, extraordinary weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.



**Severability**

In the event that any one or more of the provisions contained in this Agreement shall for any reason be made illegal by any Federal or State statute or regulation or held by any court or by the Office of Inspector General (OIG) of the United States Department of Health and Human Services to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable shall not affect any other provisions and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

Contractor:

GREAT FALLS EMERGENCY SERVICES

By: *Dave Kuhn*

Dave Kuhn

Its: President

STATE OF IDAHO )

County of Bonneville : ss.

City of Idaho Falls )

On this 26<sup>th</sup> day of September, 2008, before me, a Notary Public in and for the State of Idaho, personally appeared DAVE KUHN, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same.

IN WITNESS THEREOF, I have hereunto set my hand and affixed my official seal this 26<sup>th</sup> day of September, 2008.



*Heidi A. Hanosky*  
Notary Public for the State of Idaho

Printed Name: Heidi A. Hanosky

Residing at Idaho Falls, Idaho

My Commission Expires: 9-20-2010



City of Great Falls:

EMS SYSTEM ADMINISTRATOR

By: \_\_\_\_\_

Gregory T. Doyon

Its: City Manager

ATTEST:

\_\_\_\_\_

Lisa Kunz, City Clerk

(Seal of the City of Great Falls)

APPROVED FOR LEGAL CONTENT:

\_\_\_\_\_

David V. Gliko, City Attorney

## **SECTION 12 – EXHIBITS**

**Exhibit A: Reporting Requirements**

**Exhibit B: Damages**

**Exhibit C: Quarterly Payment Schedule**

**Exhibit D: Ambulance Rates**

**Exhibit E: Response Zone Map**

## **Exhibit A: Reporting Requirements**

<b>Initial Reporting Requirements</b>			
<b>Report Name</b>	<b>Due Date</b>	<b>Responsible</b>	<b>Submit To</b>
Deployment Plan	Nov. 1, 2008	Contractor	Contract Administrator
EMS Personnel Roster (including information required in 8.9.335 (H))	Nov. 1, 2008	Contractor	Contract Administrator
Hierarchal table of organization identifying the management positions and their roles and responsibilities	Nov. 1, 2008	Contractor	Contract Administrator
Vehicle Inventory	Nov. 1, 2008	Contractor	Contract Administrator
Equipment and Vehicle Replacement Policy	Nov. 1, 2008	Contractor	Contract Administrator

<b>Ongoing Reporting Requirements</b>				
<b>Report Name</b>	<b>Due Date</b>	<b>Frequency</b>	<b>Responsible</b>	<b>Submit To</b>
Deployment Plan changes	30 days prior to change unless emergency adjustment or adding units	As Needed	Contractor	Contract Administrator
Updated deployment maps		Annually	Contractor	Contract Administrator
Response Time Performance Report	On the 10 <sup>th</sup> of each month for the previous month	Monthly	Contract Administrator	Contractor
Response Time Exemption Request	By the 20 <sup>th</sup> of each month for the previous month	Monthly	Contractor	Contract Administrator
Notification of major regulatory actions or sanctions	Within 10 business days of notification by a governmental agency	As Needed	Contractor	Contract Administrator

## Ongoing Reporting Requirements

Report Name	Due Date	Frequency	Responsible	Submit To
Notification of any major enforcement actions, and of any litigation or other legal or regulatory proceeding	Within 10 business days of notification by a governmental agency	As Needed	Contractor	Contract Administrator
Vehicle List Changes		As Needed	Contractor	Contract Administrator
Records of Vehicle maintenance	Within 5 business days of a written request from the City	Annually	Contractor	Contract Administrator
Vehicle and equipment failure reports	Within 3 business days of written request from the City	As Needed	Contractor	Contract Administrator
Number of emergency responses and transports		Monthly	Contractor	Contract Administrator
Incidents in which Contractor's personnel fail to comply with protocols and/or contractual requirements	Within 2 business days of notification	As Needed	Contractor	Contract Administrator
Complete listing of all written service complaints received and their disposition/resolute		As Needed	Contractor	Contract Administrator
Agreed upon Procedures Engagement Letter from an independent accounting firm according to section 11.15 herein	120 after the close of the Contractor's fiscal year	Annually	Contractor	Contract Administrator

<b>Ongoing Reporting Requirements</b>				
<b>Report Name</b>	<b>Due Date</b>	<b>Frequency</b>	<b>Responsible</b>	<b>Submit To</b>
Response to City inquiries about service and/or complaints	Within 5 business days of a written request from the City	As Needed	Contractor	Contract Administrator
Violations of the Administrative Rules of Montana Title 37 – Department of Public Health and Human Services, Chapter 104 or Montana Code Annotated Title 50 – Health and Safety, Chapter 6 – Emergency Medical Services.	Immediately upon notification from a government agency	As Needed	Contractor	Contract Administrator

## Exhibit B: Damages

### Damages for Failure to Meet Response Time Standard

The Contractor shall pay the City \$10.00 per minute for each call that does not meet the response time standard (limit per applicable call to be \$100.00). These damages would be assessed on an individual call basis to begin at 12 minutes and 01 seconds for the urban area, 15 minutes and 01 seconds for the rural areas and 23 minutes and 01 seconds for super rural areas. Each response time infraction as noted above will be weighed against the primary response times according to section 4.1, B. (See Chart-1) Response time exemption will apply according to section 4.1, C.

<u>URBAN</u>	<u>RURAL</u>	<u>SUPER RURAL</u>
12:01-13:00 \$30.00	15:01-16:00 \$30.00	23:01-24:00 \$30.00
13:01-14:00 \$40.00	16:01-17:00 \$40.00	24:01-25:00 \$40.00
14:01-15:00 \$50.00	17:01-18:00 \$50.00	25:01-26:00 \$50.00
15:01-16:00 \$60.00	18:01-19:00 \$60.00	26:01-27:00 \$60.00
16:01-17:00 \$70.00	19:01-20:00 \$70.00	27:01-28:00 \$70.00
17:01-18:00 \$80.00	20:01-21:00 \$80.00	28:01-29:00 \$80.00
18:01-19:00 \$90.00	21:01-22:00 \$90.00	29:01-30:00 \$90.00
19:01-20:00 \$100.00	22:01-22:00 \$100.00	30:01-31:00 \$100.00

Response Time Damage Chart -1

### Damages for Failure to Respond to 911 Emergency Incidents

In the event the Contractor fails to respond to, or is unable to respond within 20 minutes or when the City transports to an emergency medical request, the Contractor shall pay the City a \$500.00 fine per incident.

### Damages for Failure to Comply with Code III Speed Limits

Contractor shall pay the City \$250.00 for each incident that is verified and documented, in which the Contractor's personnel exceed the posted speed limit by more than 10 miles per hour when responding to a code III call.

### Damages for Failure to Meet Ambulance Staffing or Clinical Standards

Contractor shall pay City \$250.00 whenever an ambulance not staffed as required in this Agreement responds to an emergency medical request, except in a declared MCI or disaster situation. Within 72 hours of discovery, Contractor shall provide the Contract Administrator with a full description of each response where there was a failure to meet ambulance clinical or staffing standards and the remedial action taken to prevent a reoccurrence.

### Damages for Failure to Provide Data to Determine Compliance

Each time an ambulance is dispatched and the ambulance crew fails to report on-scene time without a valid reason; Contractor shall pay City \$50.00. When on-scene time cannot be provided, unless a valid reason is provided, response time for that call shall be deemed to have exceeded the required response time for purposes of determining response time compliance. In order to rectify the failure to report an on-scene time and to avoid the damage, Contractor may demonstrate to the satisfaction of the City an accurate on-scene time.

### Failure to comply with the EMS 911 System Medical Director's Orders and Protocols

Chronic failure on part of the Contractor to follow EMS protocols and orders given by the EMS 911 System Medical Director the Contractor shall pay the City \$150.00. The EMS 911 System Medical Director shall provide a written report to the EMS System Administrator explaining the infraction and a brief description of corrective actions and plans for improvement on the part of the Contractor.

### Minor Breach

The City may impose damages not to exceed one hundred dollars (\$100.00) for each breach that constitutes a "Minor Breach" of the contract and that has not been cured within not less than 30 days, and /or a mutually agreed upon time frame by both parties, from date of official notice being given by the City or designee.

"Minor Breaches" shall be defined as failure to fulfill any of the terms and conditions of this Agreement which do not amount to a "Major Breach."

Before fines for Minor Breach fines are imposed, the Contract Administrator, or designee, shall give the Contractor written notice of the alleged Minor Breach and opportunity to cure the breach or otherwise respond to the allegations of breach.

### Monthly Response Time Compliance

Each month that the Contractor does not comply with the response time requirement in each response zone at the 90% mark, Contractor shall pay the City \$100.00 for each tenth (0.1) of a percentage point below 90%. A response zone must have a minimum of one hundred (100) EMS responses for this performance standard to apply.

The EMS System Administrator has the authority to waive fines when it is in the best interest of the EMS system.



**Exhibit C: Quarterly Payment Schedule**

<b>Description of Service</b>	<b>Annual Amount <sup>1</sup></b>	<b>Quarterly Payment <sup>2</sup></b>
Dispatch Services from CCCDC	\$23,500.00	\$5,875.00
EMS System Oversight and Monitoring	\$ 9,000.00	\$2,250.00
EMS 911 System Medical Director	\$ 7,200.00	\$1800.00
Pre-Transport Service Fee	\$ 20,000.00	\$5000.00
<b>Totals</b>	<b>\$59,700.00</b>	<b>\$14,925.00</b>

**Notes:**

Annual amount will be increased according to the CPI provisions detailed in the contract.

Quarterly payments to the City are due on the first day of the new quarter, April 1, July 1, October 1, and January 1.



**Exhibit D: Ambulance Rates**

<b><u>Advanced Life Support</u></b>	<b><u>Cost</u></b>
ALS Emergency	\$847
ALS 2 Emergency	\$997
Waiting Time	No Charge (typical \$10-\$25 every 15 min)
Night Charge	No Charge (typical \$50-\$100)
ALS Treatment w/o Transport	No Charge (typical \$100-\$300)
Oxygen	\$ 49.50
I.V. Supplies	\$ 39.00
ALS Routine Supplies	\$ 59.50
Intubations Supplies	\$ 85.00
Defibrillation Supplies	\$ 69.00
EKG Supplies	\$ 8.50
Mileage (per loaded mile)	\$ 15.25
Medications are in addition to ALS and ALS2 charges	
<b><u>Basic Life Support</u></b>	<b><u>Cost</u></b>
BLS Emergency	\$695
Night Charge	No Charge (typical \$50-\$100)
BLS Treatment w/o Transport	No Charge (typical \$100-\$300)
Waiting Time	No Charge (typical \$10-\$25 every 15 min)
Oxygen	\$ 49.50
BLS Routine Supplies	\$ 39.50
EKG Supplies	\$ 8.50
Mileage (per loaded mile)	\$ 15.25

*Note:*

1) 34% of all calls are considered treatment without transport or cancels for which GFES has chosen not to charge.

2) GFES' collection rate is approximately 49% on the other 66% of calls. The low collection rate can be attributed to low reimbursement from Medicare, Medicaid, no pay, and self pay, which makes up the majority of GFES' transports.

**Exhibit E: Response Zone Map**

**Response Zone Maps on File and available on request;**

**City of Great Falls**

**Fire Station-1,**

**105 9th Street South,**

**Great Falls Mt**

**Phone Number: (406) 727-8070**





**CITY OF GREAT FALLS  
COMMISSION AGENDA REPORT**

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**Item:** Great Falls Development Authority Loan Forgiveness

**From:** City staff

**Initiated By:** Brett Doney, President, Great Falls Development Authority

**Presented By:** Brett Doney

**Action Requested:** Forgive Outstanding Loan

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**Suggested Motion:**

1. Commissioner moves:

Motion 1. "I move that the City Commission (approve/deny) the request of the Great Falls Development Authority to forgive the current outstanding loan balance of \$246,423.05."

Motion 2. "I move that the City Commission deny the request of the Great Falls Development Authority to forgive the current outstanding loan balance of \$246,423.05 and instead approve the following:

1. Credit interest and payments made back against the original principal reducing the amount owed to \$203,132.14.
2. Provide for an interest free loan from inception and going forward.
3. Defer all payments until July 1, 2009.
4. If GFDA operates at a profit for each fiscal year of a three year period ending June 30, 2011, then the City agrees to credit back to GFDA each July, beginning July 1, 2009, one third of the ~~\$135,500~~ **\$138,500** GFDA investment into the EDA loan fund. (\$46,166.67 each year)."

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

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**Staff Recommendation:** Motion 2 was provided by Commissioner Beecher after consulting with Brett Doney, President of the Great Falls Development Authority.

**Background:** On April 15, 2003 the City Commission authorized the City Manager to execute an Economic Development "Bridge" Loan Agreement to High Plains Financial, Inc. to provide quarterly draws, up to a total of \$250,000 to provide funds for the first three years of operations of the High Plains Financial, Inc. The Great Falls Development Authority guaranteed the loan, at an interest rate of 3.48%. Repayment was to begin April 30, 2006 at which time a fixed rate of

interest would be determined for the remaining life of the loan. On September 5, 2006 the City Commission extended the due date to April 30, 2007. Repayment terms established at that time were monthly payments, beginning July 2007, of the outstanding principal of \$250,000 and interest of \$25,951.16, at 5% on the total due, for a period of 5 years.

On July 17, 2007, the loan responsibility was transferred to The Great Falls Development Authority and monthly repayment amounts were established at \$5,207.54 to begin August 1, 2007. Nine Loan repayments were made. The loan is in default and the outstanding balance of principal and interest is \$246,423.05.

On August 27, 2008, a letter from Brett Doney was delivered to the City Manager requesting that the City convert the outstanding loan balance to a grant. This request follows a July 2, 2008 email from Mr. Doney sharing information on what GFDA would do to balance their budget since the City did not increase its annual commitment this fiscal year. The email is attached.

In addition to the loan, and past loan guarantees, the City has also made annual contributions since 1998 in support of the Development Authority of \$85,000 increasing to \$100,000 in 2007.

**Significant Impacts:** Money for this loan was advanced from the Economic Revolving Fund. That fund has a negative balance as of June 30, 2008, except for the BRAC funds held in trust. This results in the City not having resources to assist with its obligations to the FAA on the Automated Flight Service Station or to help with other economic development opportunities. The City owns the AFSS which is currently leased to the FAA for \$1 per year. In addition the City is responsible for maintenance of the grounds and the facility. This lease, and the City's obligations expire in September 2009.

**Related Issue:** Staff also reports that the GFDA is delinquent \$20,533.31 for its 2007 share of expenses related to the Washington consultant, Capitol Decisions, jointly hired by the City, the Airport Authority and GFDA. Delinquency report attached.

**Fiscal Impact:** By disapproving this request the City could reduce the stress on the General Fund by covering \$62,490.48 of its \$100,000 commitment for annual support to GFDA from the repayments and thus, the General Fund contribution to assist in support for GFDA would be reduced to \$37,509.52 for the next four years. However, if GFDA is not successful as an organization, the City could well have responsibility for economic development efforts for the City at costs that may exceed these current financial contributions.

**Alternatives:** 1. The City Commission can approve the request. 2. The City Commission could choose to deny this request to convert the loan to a grant. 3. The City Commission could defer repayment until some future date. 4. The City Commission could renegotiate the terms of the loan. 5. The City Commission could forgive the loan with the offset that additional City annual operating support would not be transferred to GFDA until July 2011.

**Attachments/Exhibits:**

1. Letter of request from Brett Doney, President of the Great Falls Development Authority dated August 27, 2008.
2. Email from Brett Doney dated July 2, 2008.
3. Delinquency notice to GFDA for their share of Capitol Decisions expense.





**Item:** Ordinance 3017 to Assign City Zoning to the South 75 feet of Lots 17-21, Block 17, University Addition and Portions of 15<sup>th</sup> Street SW and 17<sup>th</sup> Avenue SW

**From:** Charles Sheets, Planner 1

**Initiated By:** Anthony J. Schneiderhan, Property Owner

**Presented By:** Benjamin Rangel, Planning Director

**Action Requested:** City Commission accept Ordinance 3017 on first reading and set a public hearing for November 5, 2008, to consider adoption of Ordinance 3017.

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**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (accept/deny) Ordinance 3017 on first reading and set a public hearing for November 5, 2008.”

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

---

**Zoning Commission Recommendation:** The Zoning Commission, following a public hearing held August 12, 2008, passed a motion recommending the City Commission assign a zoning classification of R-3 Single-family high density district to the South 75 feet of Lots 17-21, Block 17, University Addition and portions of 15<sup>th</sup> Street SW and 17<sup>th</sup> Avenue SW, upon annexation.

**Background:** The Planning Office is in receipt of applications regarding the following:

- 1) Annexation of South 75 feet of Lots 17-21, Block 17, University Addition to the City of Great Falls, addressed as 1505 17<sup>th</sup> Avenue Southwest and portions of 15<sup>th</sup> Street Southwest and 17<sup>th</sup> Avenue Southwest.
- 2) Assigning a City zoning classification of R-3 Single-family high density district to said Lots, upon annexation.

A Vicinity/Zoning Map is attached for reference.

After purchasing this property, Mr. Schneiderhan learned that the house has a common water service with the residence at 1502 16<sup>th</sup> Avenue Southwest. The two properties are not annexed, but receive water from the City. In order to separate the common water service, a new tap and



connection are required. Mr. Schneiderhan is required to annex in order to receive the new water service. The unincorporated property of 1502 16<sup>th</sup> Avenue Southwest will be addressed as a part of an area wide annexation of water/sewer users at a later date.

The single-family residence has a septic tank/drain field for sanitation. This will remain as long as it is in compliance with City-County Health Department regulations or until the City Public Works Department requires the applicant to participate in the cost of extending a sanitary sewer main. The owner agrees to waive his right to protest and to pay his proportionate share of any main extension, connection, tapping and installation costs when this occurs.

To provide contiguity and adhere to State Law, it will be necessary to annex portions of 15<sup>th</sup> Street SW and 17<sup>th</sup> Avenue SW as depicted on the attached Vicinity/Zoning Map.

Roadways serving the involved area are graveled. The applicant will waive his right to protest creation of a special improvement district and agree to pay his proportionate share of the costs to install additional utilities, (street lighting, sanitary sewer, storm drainage) and street improvements when deemed necessary by the City.

The applicant has requested the subject property be zoned R-3 Single-family high density district, upon annexation to the City.

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

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

Subject property is within the University Addition and surrounded by a predominately single-family residential neighborhood located outside the City limits with some rural characteristics.

Staff concludes establishing residential zoning upon the lots would not be out of character with neighboring uses and the above listed criteria are substantially met.

The involved portion of University Addition, which has been partially served by City water for more than fifty years, has generated considerable inquires regarding provision of City services. Those property owners who don't have City water have periodically expressed an interest in annexation to obtain it. As individual sanitary sewer systems fail or need replacement, owners have inquired about obtaining City sanitary sewer service. The City has been reluctant to pursue

a wholesale annexation of the area in the past because of the unimproved roadways and other responsibilities the City would assume. The multiple ownership, the varying desires for City services and the varying abilities to afford the costs for typical public infrastructure improvements all complicate attempts to formulate an areawide annexation.

At the conclusion of a public hearing held August 12, 2008, the Zoning Commission passed a motion recommending the City Commission assign a zoning classification of R-3 Single-family high density district to the subject property, upon annexation to the City. No one spoke as proponents or opponents during the hearing.

The request to annex the property will be addressed during the proposed City Commission public hearing on November 5, 2008.

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

**Fiscal Impact:** Providing services to the existing single-family residence is expected to be a negligible cost to the City. Any increased costs likely will be covered by increased tax revenue from the existing single-family residence.

**Alternatives:** The City Commission could deny acceptance of Ordinance 3017 on first reading and not set the public hearing. However, such action would deny the applicant due process and consideration of a public hearing, as provided for in City Code and State Statute.

**Attachments/Exhibits:**

1. Vicinity/Zoning Map
2. Ordinance 3017

Cc: Jim Rearden, Public Works Director  
Dave Dobbs, City Engineer  
Anthony Schneiderhan, 1505 17<sup>th</sup> Avenue Southwest, Great Falls MT 59404

ORDINANCE 3017

AN ORDINANCE ASSIGNING A ZONING CLASSIFICATION OF R-3 SINGLE-FAMILY HIGH DENSITY DISTRICT TO THE SOUTH 75 FEET OF LOTS 17-21, BLOCK 17, UNIVERSITY ADDITION AND PORTIONS OF 15<sup>TH</sup> STREET SW AND 17<sup>TH</sup> AVENUE SW, LOCATED IN NW¼ SECTION 15, TOWNSHIP 20 NORTH, RANGE 3 EAST, P.M.M., CASCADE COUNTY, MONTANA

\* \* \* \* \*

WHEREAS, Anthony J. Schneiderhan, Owner, has petitioned the City of Great Falls to annex the South 75 feet of Lots 17-21, Block 17, University Addition and Portions of 15<sup>th</sup> Street SW and 17<sup>th</sup> Avenue SW, located in NW¼ Section 15, Township 20 North, Range 3 East, P.M.M., Cascade County, Montana; and,

WHEREAS, the Owner has petitioned the South 75 feet of Lots 17-21, Block 17, University Addition and Portions of 15<sup>th</sup> Street SW and 17<sup>th</sup> Avenue SW be assigned a City zoning classification of R-3 Single-family high density district, upon annexation to City; and,

WHEREAS, notice of assigning a zoning classification of R-3 Single-family high density district to the South 75 feet of Lots 17-21, Block 17, University Addition and Portions of 15<sup>th</sup> Street SW and 17<sup>th</sup> Avenue SW was published in the Great Falls Tribune advising that a public hearing on this zoning designation would be held on the 5<sup>th</sup> day of November, 2008, before final passage of said Ordinance herein; and,

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

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

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

Section 2. That the zoning of the South 75 feet of Lots 17-21, Block 17, University Addition and Portions of 15<sup>th</sup> Street SW and 17<sup>th</sup> Avenue SW be designated as R-3 Single-family high density district.

Section 3. This ordinance shall be in full force and effect either thirty (30) days after its passage and adoption by the City Commission or upon filing in the office of the Cascade County Clerk and Recorder the resolution annexing the South 75 feet of Lots 17-21, Block 17,

University Addition and Portions of 15<sup>th</sup> Street SW and 17<sup>th</sup> Avenue SW into the corporate limits of the City of Great Falls, Montana, whichever event shall occur later.

PASSED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, this 5<sup>th</sup> day of November, 2008.

\_\_\_\_\_  
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 hereby certify that the foregoing Ordinance 3017 was placed on its final passage and passed by the Commission of the City of Great Falls, Montana at a meeting thereof held on the 5<sup>th</sup> day of November, 2008.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said City on this 5<sup>th</sup> day of November, 2008.

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

(CITY SEAL)

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

Lisa Kunz, being first duly sworn, deposes and says: That on the 5<sup>th</sup> day of November, 2008, and prior thereto, she was the City Clerk of the City of Great Falls, Montana; that as said City Clerk she did publish and post as required by law and as prescribed and directed by the Commission, Ordinance 3017 of the City of Great Falls, in three conspicuous places within the limits of said City to-wit:

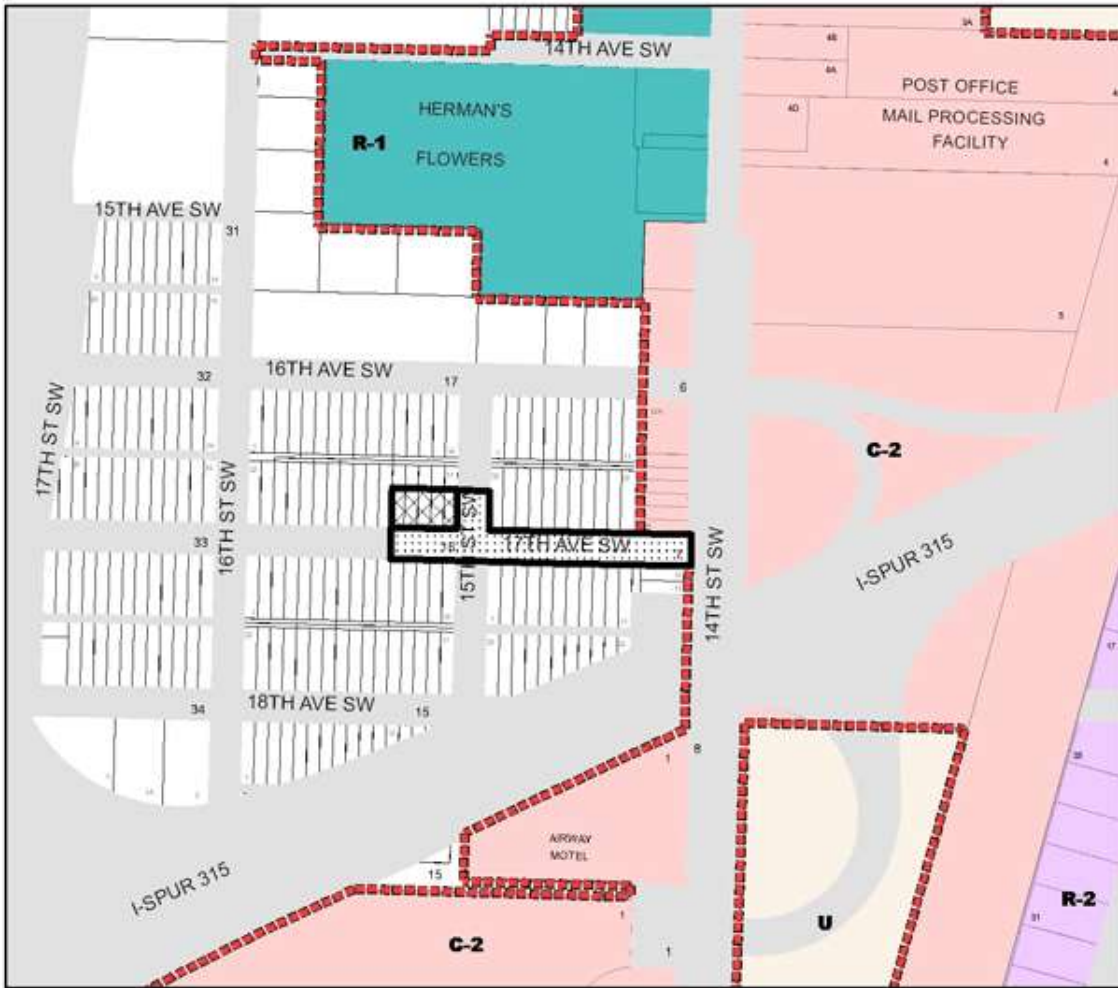
- On the Bulletin Board, first floor, Civic Center Building;
- On the Bulletin Board, first floor, Cascade County Court House;
- On the Bulletin Board, Great Falls Public Library









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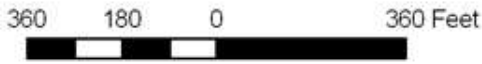
Lisa Kunz, City Clerk

(CITY SEAL)

# VICINITY/ZONING MAP

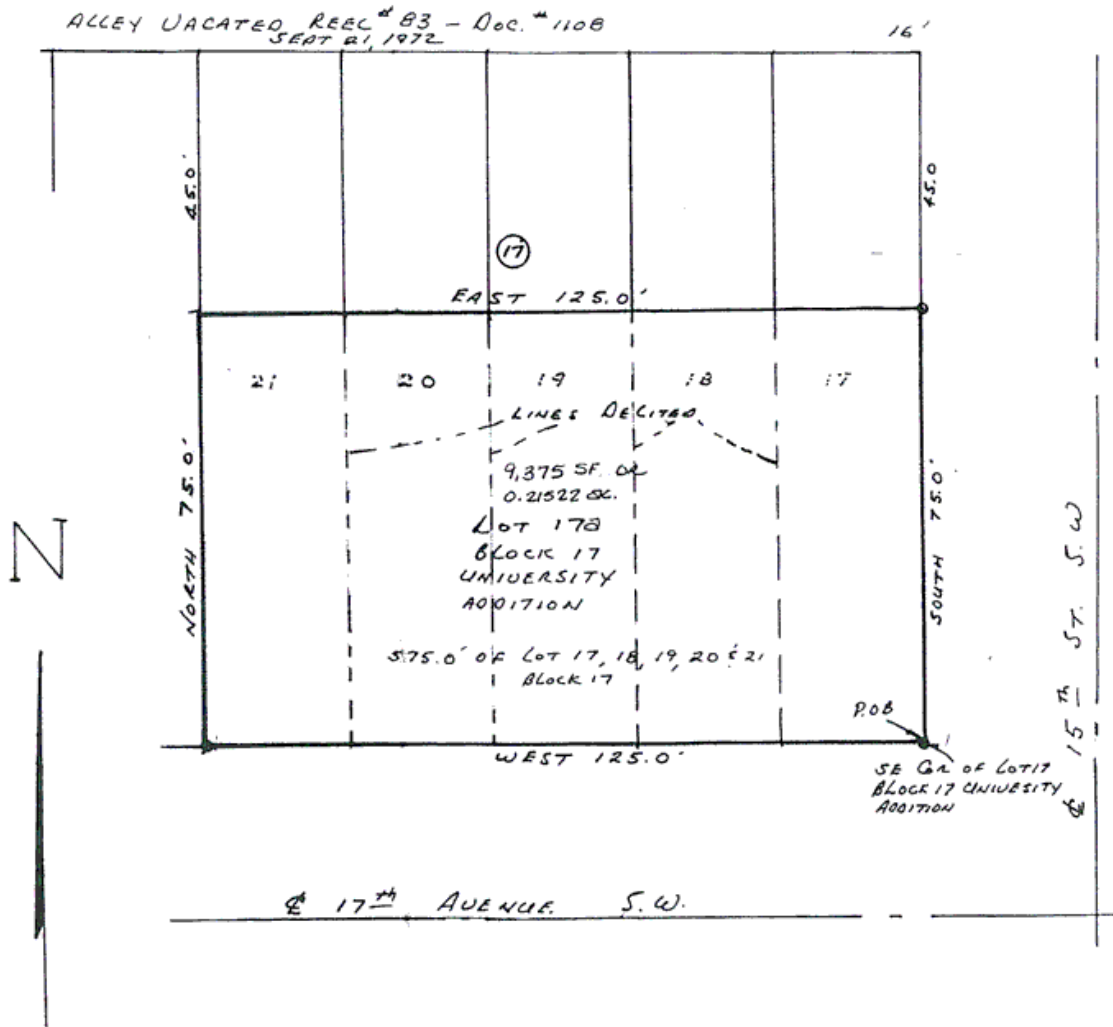


-  SOUTH 75' OF LOTS 17-21, BLOCK 17, UNIVERSITY ADDITION TO BE ANNEXED TO THE CITY AND ASSIGNED A ZONING CLASSIFICATION OF R-3 SINGLE-FAMILY HIGH DENSITY
-  PORTIONS OF 17TH AVE SW AND 15TH STREET SW PROPOSED TO BE ANNEXED SIMULTANEOUSLY WITH SAID LOTS TO THE CITY.
-  City Limits
-  C-2 General commercial
-  U Unincorporated enclave
-  R-1 Single-family suburban
-  R-2 Single-family medium density
-  Tracts of land outside City



# AMENDED PLAT SOUTH 75 FEET OF LOTS 17-21, BLOCK 17 UNIVERSITY ADDITION

A SUBDIVISION LOCATED IN THE  
NW¼ OF SECTION 15, T. 20 N., R. 3 E., P.M.M.  
CASCADE COUNTY, MONTANA







**Item:** Ordinance 3019 to Assign City Zoning to the Amended Plat of Tract 3, Block 14 and Block 15, Belview Palisade Addition

**From:** Charles Sheets, Planner 1

**Initiated By:** Valley Community Bible Church, Board of Deacons, Applicant

**Presented By:** Benjamin Rangel, Planning Director

**Action Requested:** City Commission accept Ordinance 3019 on first reading and set a public hearing for November 5, 2008, to consider adoption of Ordinance 3019.

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**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (accept/deny) Ordinance 3019 on first reading and set a public hearing for November 5, 2008.”

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

---

**Zoning Commission Recommendation:** At the conclusion of a public hearing held August 26, 2008, the Zoning Commission passed a motion recommending the City Commission assign a zoning classification of R-3 Single-family high density district and granting a conditional use permit for a worship facility on the Amended Plat of Tract 3, Block 14 and all of Block 15, Belview Palisade Addition, upon annexation to the City, subject to the applicant agreeing that any development of the subject property shall be substantially in accordance with the attached site plan.

**Background:** The Planning Office is in receipt of applications from the Valley Community Bible Church, Board of Deacons, regarding the following:

- 1) Amended Plat of Tract 3, Block 14 and Block 15, Belview Palisade Addition, in SE $\frac{1}{4}$ NW $\frac{1}{4}$  Section 22, Township 20 North, Range 3 East, P.M.M., Cascade County, Montana.
- 2) Annexation of the area contained in said plat, consisting of 9.350 acres and abutting unincorporated portion of Flood Road to the City.
- 3) Assigning a City zoning classification of R-3 Single-family high density district and granting a conditional use permit for the existing worship facility to said plat, upon annexation.

The purpose of the Amended Plat is to dedicate an additional 10 feet of right-of-way for Flood Road. Tract 3, Block 14 is the vacant northerly parcel consisting of 1.42 acres. Block 15 is the southern parcel comprising 7.93 acres and occupied by the Valley Community Bible Church. The applicant desires City services to accommodate planned sanctuary and school expansions.

The parcels are located between Flood Road and the Burlington Northern Santa Fe Railroad Right-of-way approximately one third mile south of Park Garden Road.

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

The parcels are accessed by Flood Road. The applicant and the City Public Works Department have agreed to have the applicant escrow their proportionate share of the estimated cost of standard City curb, gutter and paving for the future improvement of Flood Road. This is in character with escrowed funds by other developments along Flood Road. The applicant is requesting an easement be granted for their recently constructed monument sign, which encroaches on the right-of-way being dedicated within the Amended Plat. The applicant would agree to relocate/remove the monument sign when Flood Road is reconstructed and/or when deemed necessary by the City.

A City water main is required to be installed in Flood Road to the northern boundary of the applicant's property. The applicant is required to reimburse their proportionate share of the cost for a water main already installed by other developments and in turn, will be eligible for reimbursement from the future development of the abutting portion of Mark 14, Section 22, T2ON, R3E, Cascade County, Montana. A City sanitary sewer main exists in Flood Road near the middle of the applicant's property. The applicant participated in the extension of said sanitary sewer to the west side of Flood Road in anticipation of a future connection.

Storm drainage will be collected and retained on site. No storm sewer system exists in the vicinity of the property, but the borrow pit for Flood Road provides an historic drainage route. The applicant will be obligated to pay a proportionate share of future storm sewer system costs, if such a system is needed.

As a condition of annexation, the City will require the applicant to allow the City Building and Fire Officials to inspect the existing on-site structures to identify any health and/or life safety items that may be needed to address Building, Plumbing, Electrical, Mechanical, or Fire Safety Codes. If any are found, the applicant will be given a time frame to correct noted items.

In accordance with 7-2-4211 M.C.A. the unincorporated portion of Flood Road abutting the property will be annexed simultaneously with the property.

Annexation of subject property is a natural progression of the City's growth and will enhance health, safety and welfare through application of City Codes and provision of municipal services.

It is proposed that the area within said plat be assigned a zoning classification of R-3 Single-family high density district upon annexation to the City. Subject property is located on the fringe of the City, which has been attracting high quality single-family dwelling units.

Section 76-2-3 04 Montana Code Annotated lists criteria and guidelines which must be considered in conjunction with establishing municipal zoning on land:

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

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

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

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

Worship facilities are allowed within residentially zoned districts upon approval of a conditional use permit. Section 17.16.36.040 of the Land Development Code states that the Zoning Commission’s recommendation and the City Commission’s decision to approve, conditionally approve, or deny an application shall be based on whether the application, staff report, public hearing, Zoning Commission recommendation, or additional information demonstrates that each of the following criteria have been satisfied:

1. The conditional use is consistent with the City’s growth policy and applicable neighborhood plans, if any.
2. The establishment, maintenance, or operation of the conditional use will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare.
3. The conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.
4. The conditional use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.

5. Adequate utilities, access roads, drainage and/or necessary facilities have been or are being provided.
6. Adequate measures have been or will be taken to provide ingress and egress so as to minimize traffic congestion in the public streets.
7. The conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified by the City Commission.

Based on the information provided by the applicant, the worship facility and the future planned expansion will continue to be an asset to the neighborhood. The existing worship facility and the planned expansion are consistent with the growth policies of the City and would not impede the residential characteristic of the neighborhood. Staff concludes the above-cited criteria are substantially met.

At the conclusion of a public hearing held August 26, 2008, the Zoning Commission passed a motion recommending the City Commission approve assigning a zoning classification of R-3 Single-family high density district and granting a conditional use permit for a worship facility on the said plat, upon annexation to the City, subject to the applicant agreeing that any development of the subject property shall be substantially in accordance with the site plan attached to Ordinance 3019. No one spoke as proponents or opponents during the hearing.

The request to annex the property will also be addressed during the proposed City Commission public hearing on November 5, 2008.

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

**Fiscal Impact:** City contribution for over-sizing (8" to 12" X 110 ln.ft.) the water main is estimated to be approximately \$ 2,100. Providing other City services to the existing worship facility within said plat is expected to be a negligible cost to the City. Any increased costs likely will be covered by increased tax revenues.

**Alternatives:** The City Commission could deny acceptance of Ordinance 3019 on first reading and not set the public hearing. However, such action would deny the applicant due process and consideration of a public hearing, as provided for in City Code and State Statute.

**Attachments/Exhibits:**

1. Vicinity/Zoning Map
2. Ordinance 3019
3. Reduced copy of Amended Plat

Cc: Valley Community Bible Church, Board of Deacons, 3400 Flood Road, Great Falls MT 59404  
HKM Engineering. P.O. Box 49, Great Falls MT 59403

ORDINANCE 3019

AN ORDINANCE ASSIGNING A ZONING CLASSIFICATION OF R-3 SINGLE-FAMILY HIGH DENSITY DISTRICT WITH A CONDITIONAL USE PERMIT ALLOWING A WORSHIP FACILITY, TO THE AMENDED PLAT OF TRACT 3, BLOCK 14 AND BLOCK 15, BELVIEW PALISADE ADDITION, CASCADE COUNTY, MONTANA, IN SE<sup>1</sup>/<sub>4</sub>NW<sup>1</sup>/<sub>4</sub> SECTION 22, TOWNSHIP 20 NORTH, RANGE 3 EAST, P.M.M., CASCADE COUNTY, MONTANA, ALL AS SHOWN ON THE SITE PLAN ATTACHED HERETO MARKED EXHIBIT "A" AND BY THIS REFERENCE MADE A PART HEREOF

\* \* \* \* \*

WHEREAS, the Valley Community Bible Church, Board of Deacons, has petitioned the City of Great Falls to annex Amended Plat of Tract 3, Block 14 and Block 15, Belview Palisade Addition, in SE<sup>1</sup>/<sub>4</sub>NW<sup>1</sup>/<sub>4</sub> Section 22, Township 20 North, Range 3 East, P.M.M., Cascade County, Montana; and,

WHEREAS, the Valley Community Bible Church, Board of Deacons, has petitioned said Amended Plat of Tract 3, Block 14 and Block 15, Belview Palisade Addition, be assigned a City zoning classification of R-3 Single-family high density district with a conditional use permit allowing a worship facility and the planned expansion, upon annexation to City; and,

WHEREAS, the Valley Community Bible Church, Board of Deacons, has agreed that any development of the subject property shall be substantially in accordance with the site plan attached, as Exhibit "A" and by this reference made a part hereof; and,

WHEREAS, notice of assigning a zoning classification of R-3 Single-family high density district with a conditional use permit allowing a worship facility and the planned expansion, to said Amended Plat of Tract 3, Block 14 and Block 15, Belview Palisade Addition, was published in the Great Falls Tribune advising that a public hearing on this zoning designation would be held on the 5<sup>th</sup> day of November, 2008, before final passage of said Ordinance herein; and,

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

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

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

Section 2. That the zoning of the Amended Plat of Tract 3, Block 14 and Block 15, Belview Palisade Addition, be designated as R-3 Single-family high density district classification with a conditional use permit allowing a worship facility and the planned expansion.

Section 3. This ordinance shall be in full force and effect either thirty (30) days after its passage and adoption by the City Commission or upon filing in the office of the Cascade County Clerk and Recorder the resolution annexing the Amended Plat of Tract 3, Block 14 and Block 15, Belview Palisade Addition, into the corporate limits of the City of Great Falls, Montana, whichever event shall occur later.

PASSED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, this 5<sup>th</sup> day of November, 2008.

ATTEST:

\_\_\_\_\_  
Dona R. Stebbins, Mayor

\_\_\_\_\_  
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 hereby certify that the foregoing Ordinance 3019 was placed on its final passage and passed by the Commission of the City of Great Falls, Montana at a meeting thereof held on the 5<sup>th</sup> day of November, 2008.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said City on this 5<sup>th</sup> day of November, 2008.

(CITY SEAL)

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



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

Lisa Kunz, being first duly sworn, deposes and says: That on the 5<sup>th</sup> day of November, 2008, and prior thereto, she was the City Clerk of the City of Great Falls, Montana; that as said City Clerk she did publish and post as required by law and as prescribed and directed by the Commission, Ordinance 3019 of the City of Great Falls, in three conspicuous places within the limits of said City to-wit:

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

---

Lisa Kunz, City Clerk

(CITY SEAL)

# EXHIBIT "A"

6,300 S.F. PRE-ENGINEERED METAL STRUCTURE

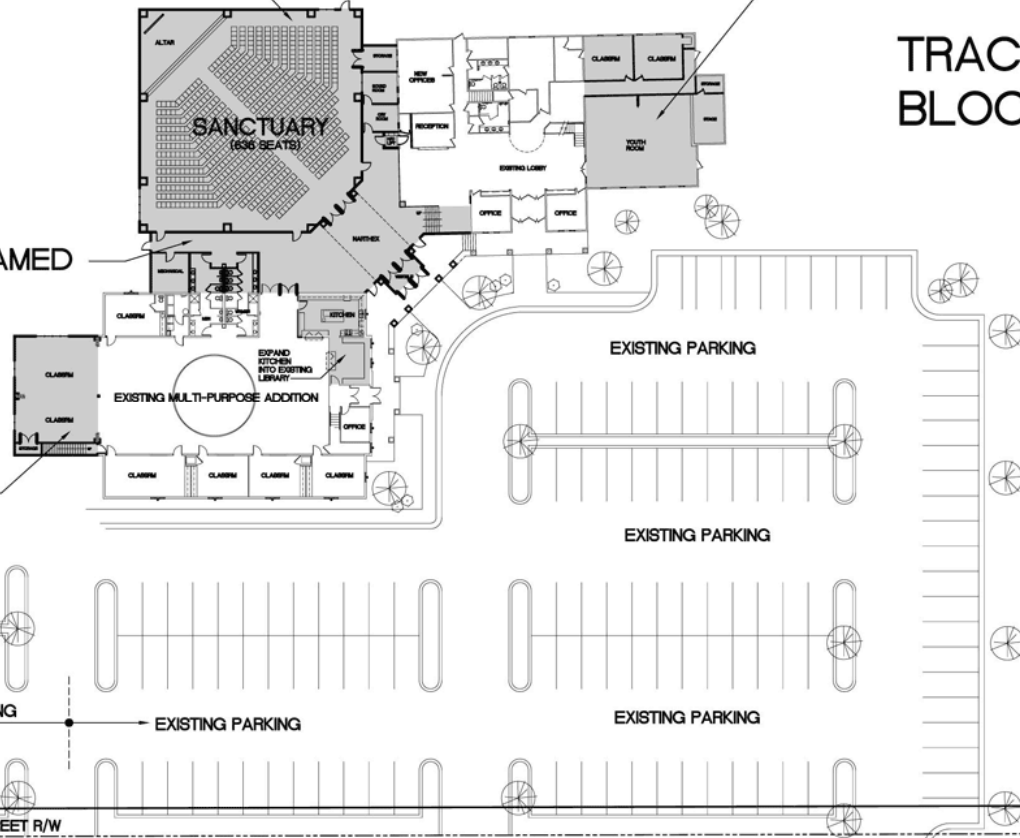
REMODEL 2,500 S.F.

BLOCK 15

TRACT 3  
BLOCK 14

3,600 S.F. STICKFRAMED STRUCTURE

1,350 S.F. ADDITION-W/  
MEZZANINE ABOVE (YOUTH AREA)



FLOOD ROAD

1 SCHEMATIC SITE PLAN  
SCALE 1"=20'-0"



L. Heureux, Page, Werner, PC  
14777 STREET COURT, SUITE 100  
GREAT FALLS, MT 59404  
PHONE (406) 741-2770  
FAX (406) 741-0888

VALLEY COMMUNITY BIBLE CHURCH  
SANCTUARY ADDITION AND REMODEL  
GREAT FALLS, MONTANA

SCHEMATIC FLOOR PLAN/SITE PLAN

NO.	REVISION	DATE
1	SUBMITTAL	X-XX
2	BID SET	X-XX
3		
4		
5		
6		
7		

NO.	ISSUED TO	DATE
1		
2		
3		

DESIGNED BY: TMP

CHECKED BY: **58.00**


DATE: 58.00









PROJECT NUMBER: 01-028

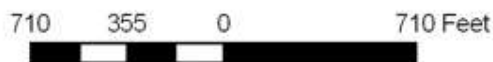
SHEET NUMBER: A-1

# VICINITY/ZONING MAP



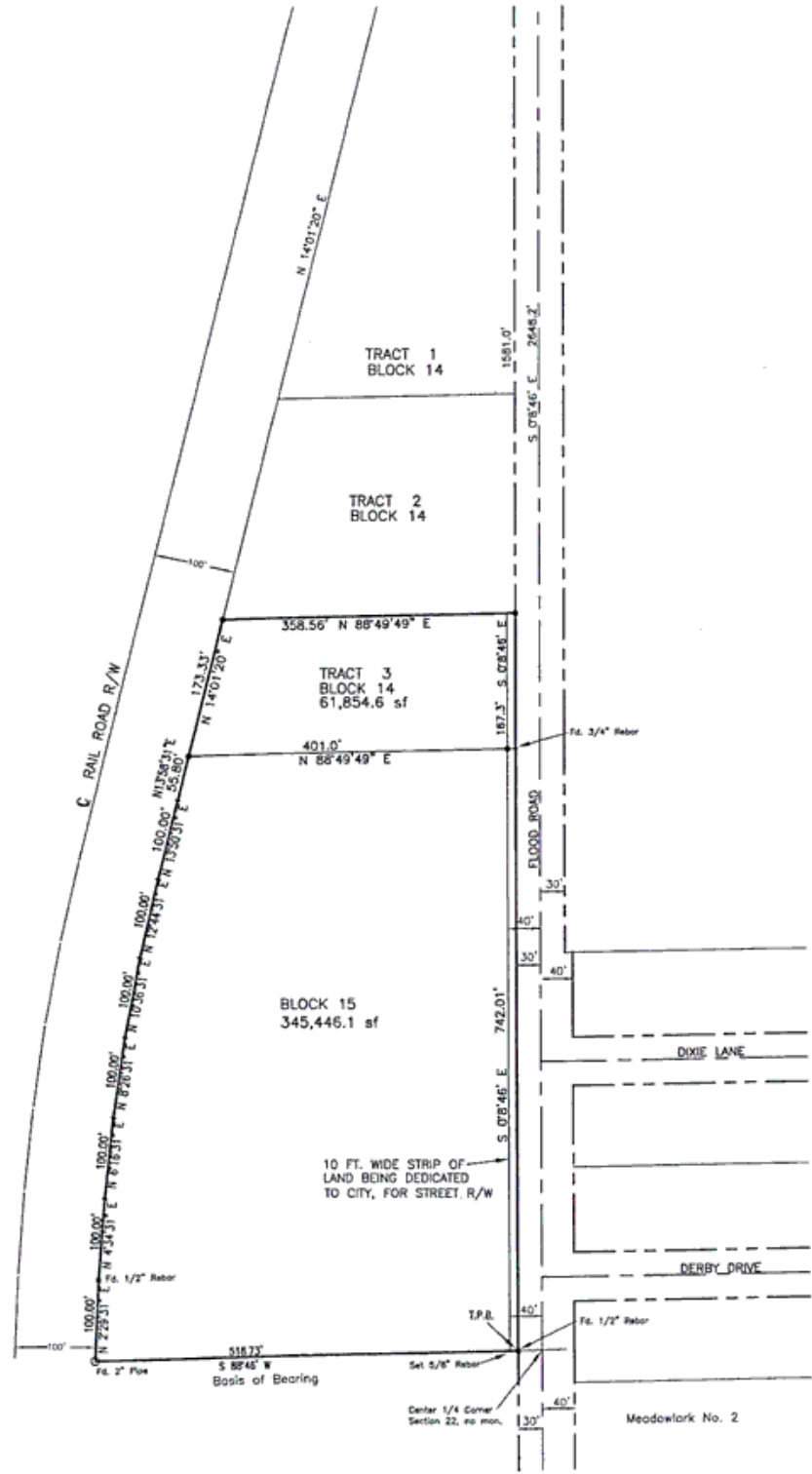
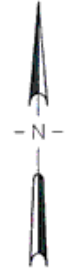
 TRACT 3, BLOCK 14 AND ALL OF BLOCK 15, BELVIEW PALISADE ADDITION PROPOSED TO BE ANNEXED TO THE CITY; ASSIGNED A CITY ZONING CLASSIFICATION OF "R-3" SINGLE-FAMILY HIGH DENSITY DISTRICT; AND, GRANTED A CONDITIONAL USE PERMIT FOR A WORSHIP FACILITY, UPON ANNEXATION TO THE CITY

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



# AMENDED PLAT OF TRACT 3 OF BLOCK 14 AND BLOCK 15, BELVIEW PALISADE ADDITION TO THE CITY OF GREAT FALLS

SE 1/4 NW 1/4, SEC. 22, T 20 N, R 3 E,  
P.M.M. CASCADE COUNTY, MONTANA



**CERTIFICATE DISPENSING WITH PARK OR PLAYGROUND**

I, Gregory T. Dayan, City Manager of the City of Great Falls, Cascade County, Montana, do certify that the City Commission of the City of Great Falls, Montana, at a regular meeting held on the \_\_\_ day of \_\_\_\_\_, 2008, found no necessity due to the size and location of the Amended Plat of Tract 3 of Block 14 and Block 15, Belview Palisades Addition to the City of Great Falls, Cascade County, Montana, in accordance with Section 76-3-621(1)(a), M.C.A.

\_\_\_\_\_  
City Manager, City of Great Falls, Montana

**CERTIFICATE OF PUBLIC SERVICE DIRECTOR**

I, Jim Rearden, Public Service Director for the City of Great Falls, Montana, do hereby certify that I have examined the accompanying Amended Plat of Tract 3 of Block 14 and Block 15, Belview Palisades Addition to the City of Great Falls, Cascade County, Montana and the survey it represents, and that I find the same conform to regulations governing the platting of lands, and to presently platted adjacent land, as near as circumstances will permit and I do hereby approve the same. Dated this day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
Jim Rearden  
Public Service Director  
City of Great Falls, Montana

**CERTIFICATE OF CITY COMMISSION**

I, Gregory T. Dayan, City Manager of Great Falls, Montana, do hereby certify that the accompanying plat was duly examined and approved by the City Commission of the City of Great Falls at its regular meeting held on the \_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
City Manager, City of Great Falls, Montana

**CERTIFICATE OF AVAILABILITY OF MUNICIPAL SERVICES**

I, Gregory T. Dayan, City Manager of the City of Great Falls, Montana, do hereby certify that the City Commission of the City of Great Falls, Montana, at its regular meeting held on the \_\_\_ day of \_\_\_\_\_, 2008, found that adequate municipal facilities for the supply of water and disposal of sewage and solid waste are available to the above described property, namely the said facilities of the City of Great Falls, Montana, and this certificate is made pursuant to section 76-4-124 M.C.A., permitting the Clerk and Recorder of Cascade County, Montana, to record the accompanying plat.

\_\_\_\_\_  
City Manager, City of Great Falls, Montana

**CERTIFICATE OF GREAT FALLS PLANNING BOARD**

We, the undersigned, John Harding, Chairman of said Great Falls City Planning Board, Great Falls, Cascade County, Montana, and Benjamin M. Rangel Secretary of said Great Falls City Planning Board, do hereby certify that the accompanying Amended plat of Tract 3 of Block 14 and Block 15, Belview Palisades Addition to the City of Great Falls, Cascade County, Montana has been submitted to the said Great Falls City Planning Board of Great Falls, Cascade County, Montana, for examination by them and was approved at a meeting held on the \_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
Chairman, Great Falls Planning Board

\_\_\_\_\_  
Secretary, Great Falls Planning Board

BLOCK NO.	LOTS	ZONING	AREA
14	Tract 3	R 3	61,854.6 sf
15	All	R 3	345,446.1 sf
TOTAL	2		407,300.7 sf
ROAD AREA			9,093.1 sf

**CERTIFICATE OF DEDICATION**

We, the undersigned property owner(s), do hereby certify that we have caused to be surveyed, for the purpose of dedicating streets and the subdivision of Tracts and Blocks the following described land in Great Falls, Cascade County, Montana, to wit:

**DESCRIPTION**

The land being described lies in the SE 1/4 NW 1/4, Section 22, T. 20 N., R. 3 E., P.M.M. Cascade County, Montana:

Belview Palisade Add., Blk. 14 and 15:  
Beginning at Center 1/4 corner of said Section 22, Thence S88°46'W, 30.00 ft. to the SE corner of Block 15 and the True Point of Beginning; Thence S88°46'W, 518.73 ft.; Thence N2°29'31"E along the East right-of-way of the railroad, 100.00 ft.; Thence N4°34'31"E, 100.00 ft.; Thence N6°16'31"E, 100.00 ft.; Thence N8°26'31"E, 100.00 ft.; Thence N10°36'31"E, 100.00 ft.; Thence N12°44'31"E, 100.00 ft.; Thence N13°50'31"E, 100.00 ft.; Thence N13°58'31"E, 55.80 ft. to the NW corner of Block 15; Thence N14°01'20"E, 173.33 ft. to the NW corner of Tract 3; Thence N88°49'49"E, 358.56 ft.; Thence S0°2'46"E, 167.30 ft. to the NE corner of Block 15; Thence S0°8'46"E, 742.01 ft. to the True Point of Beginning.

Herein described Subdivision contains 9.350 acres

The above described tract of land is to be known and designated as the Amended Plat of Tract 3 of Block 14 and Block 15, Belview Palisade Addition to the City of Great Falls, Cascade County, Montana, and the land included in all streets and avenues shown on said plat are hereby granted and donated to the use of the public forever.

Take notice all prospective purchasers of land in this subdivision that the soils contained on lots within this subdivision may not adequately accommodate load bearing improvements or structures without appropriate remedial measures and may be susceptible to adverse groundwater conditions. As such, all prospective purchasers are advised to consult with and obtain the recommendation of a geo-technical engineer before initiating construction.

\_\_\_\_\_, this day of \_\_\_\_\_, 2008.  
Chairman; Board of Deacons, Valley Community Bible Church

State of Montana  
County of Cascade

On this \_\_\_\_\_ day of \_\_\_\_\_, 2008, before me, the undersigned, a Notary Public in and for the State of Montana, personally appeared \_\_\_\_\_, known to me to be the persons who executed the foregoing Certificate of Dedication, and they acknowledged to me that they executed the same.

\_\_\_\_\_  
Signature of Notary

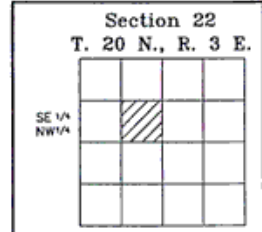
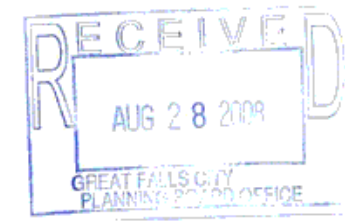
Printed Name of Notary  
Notary Public for the State of Montana  
Residing at Great Falls, Montana  
My commission expires \_\_\_\_\_

**CERTIFICATE OF SURVEYOR**

State of Montana  
County of Cascade

Dwight L. Axelsen, a Registered Land Surveyor, do hereby certify that I have performed the survey on the attached Plat of Belview Palisade Add. Blk. 14, 15; that such survey was made on the 1st day of July, 2008, that said survey is true and complete as shown. Dated this day of \_\_\_\_\_, 2008.

Dwight L. Axelsen      Registration No. B641 L5



**LEGEND**

- ⊗ FOUND SECTION CORNER
- SET PIN / CAP
- ◊ EXISTING E. MONUMENT
- FOUND PIN

**County Treasurer's Certification**

I hereby certify that no real property taxes assessed and levied on the land being divided are delinquent.

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

**Cascade County  
Clerk and Recorder**

**BASIS of BEARING**

Basis of bearing is the South boundary of NW 1/4 Section 22, Township 20 North, Range 3 East of the P.M.M.

**HGM**

**ENGINEERING**  
2701 16th Avenue NE  
PO Box 49  
Great Falls, MT 59403  
Phone: (406) 453-4085  
Fax: (406) 453-4288

COUNTY of CASCADE  
**SUBDIVISION PLAT No. \_\_\_\_\_**  
SE 1/4 NW 1/4, Sec. 22, Township 20 North, Range 3 East of the P.M.M.

Prepared for:  
Valley Community Bible Church  
3400 Flood Road  
Great Falls, MT 59405

Page  
1  
of  
1

Date Drawn: July, 2008    Drawn by: DLA    Checked by: SRA    Project No. 62W 644.101

D:\DATA\STANDARD\GENERAL\01-07.dwg 11/29/2006 9:25:51 AM MST



**Item:** Ordinance 3021 to Rezone Incorporated Portion and Assign City Zoning to Unincorporated Portion of Parcel No. 2 in Beebe Tract 35

**From:** Bill Walters, Senior Planner

**Initiated By:** Robert and Marilee Taylor, Property Developer

**Presented By:** Benjamin Rangel, Planning Director

**Action Requested:** City Commission accept Ordinance 3021 on first reading and set a public hearing for November 5, 2008.

---

**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (accept/deny) Ordinance 3021 on first reading and set a public hearing for November 5, 2008.”

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

---

**City Zoning Commission Recommendation:** The City Zoning Commission, at the conclusion of a public hearing held March 25, 2008, passed a motion recommending the City Commission approve the rezoning of the incorporated portion of Parcel No. 2 in Beebe Tract 35 from C-1 Neighborhood commercial district to C-2 General commercial district and approve establishing a City zoning classification of C-2 General commercial district on the unincorporated portion of Parcel No. 2 in Beebe Tract 35 upon annexation to the City.

**Background:** Property owners Robert and Marilee Taylor have submitted applications to the Planning Office regarding the following:

- 1) Rezone the incorporated portion of Parcel No. 2 in Beebe Tract 35 in the NW1/4 of Section 10, T20N, R4E, Cascade County, Montana, from C-1 Neighborhood commercial district to C-2 General commercial district.
- 2) Annexation to the City of Great Falls the unincorporated portion of Parcel No. 2 in Beebe Tract 35 in the NW1/4 of Section 10, T20N, R4E, Cascade County, Montana.
- 3) Establishing a City zoning classification of C-2 General commercial district on the unincorporated portion of Parcel No. 2 in Beebe Tract 35 upon annexation to the City.

Subject Parcel No. 2 in Beebe Tract 35 is located at the northwest corner of the intersection of 2<sup>nd</sup> Avenue North and 57<sup>th</sup> Street North and the new owners, Robert and Marilee Taylor, are



renovating the existing structure and premises to accommodate a vehicle sales and rental business.

Attached is a vicinity/zoning map showing existing zoning in the area, a preliminary site plan and copy of Certificate of Survey S-0004545 describing Parcel No's 1 and 2 in Beebe Tract 35.

The incorporated portion of Parcel No. 2 in Beebe Tract 35 was annexed to the City in 2005 and is presently zoned C-1 Neighborhood commercial district. The applicant desires to annex the unincorporated portion of Parcel No. 2 in Beebe Tract 35 and zone subject properties C-2 General commercial district to accommodate the vehicle sales and rental business. The total area of the property currently within the City and the additional area requested to be annexed is 1.077 acres, while that portion of Tract 35 (Parcel No. 1) remaining outside the City will be 0.83 acres.

City water mains exist in the abutting portions of 2<sup>nd</sup> Avenue North and 57<sup>th</sup> Street North. A fire hydrant is located along the west side of 57<sup>th</sup> Street near the north boundary of Parcel No. 2 in Beebe Tract 35. The applicant recently obtained City water service to the incorporated portion of the property from the water main in 2<sup>nd</sup> Avenue North. As there is no City sanitary sewer system in the vicinity, the existing building on Parcel No. 2 in Beebe Tract 35 is and will continue to be served by an individual private sewage disposal system.

The incorporated portion of subject property is zoned C-1 Neighborhood commercial district and the applicant has requested it be rezoned to C-2 General commercial district. The portion of Parcel No. 2 requested to be annexed to the City is presently zoned in the County as "B-1" Neighborhood Service District and it is proposed said property be zoned C-2 General commercial district upon annexation to the City.

Section 76-2-304 Montana Code Annotated lists criteria and guidelines which must be considered in conjunction with rezoning and 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 incorporated portion of Parcel No. 2 in Beebe Tract 35 was zoned "GC" General Commercial District when it was annexed to the City in May, 2005. However, with the adoption of the new Land Development Code in October, 2005, the property was unintentionally designated on the new zoning map as C-1 Neighborhood commercial district.



Under the Land Development Code, vehicle sales, rental and service are not permitted uses in C-1 Neighborhood commercial district, but are permitted in the C-2 General commercial district.

Goals of the Economic Element of the Great Falls Growth Policy include:

- Enhance, strengthen, and expand the existing economic base.
- Attract new businesses and support expansion of existing businesses that tend to raise the median income level.
- Encourage businesses and industries that will utilize existing infrastructure.

Annexation of the unincorporated portion of Parcel No. 2 in Beebe Tract 35 will enhance health, safety and welfare through application of City Codes and provision of municipal services.

Subject property is located at the intersection of two arterial roadways and is separated from any existing residential use or zoning districts making it a reasonable and practical site for the proposed business use. Therefore, staff concludes the above-cited criteria are substantially met.

No proponents or opponents spoke during the Planning Board/Zoning Commission hearing on March 25, 2008. Mr. Andy Hayes of 1208 1<sup>st</sup> Avenue North asked what purpose annexation served, since similar types of businesses were already allowed along 2<sup>nd</sup> Avenue North. It was explained the applicant's desire for City water service necessitated annexation. At the conclusion of the public hearing, the Zoning Commission unanimously passed a motion recommending the City Commission approve the rezoning of the incorporated portion of Parcel No. 2 in Beebe Tract 35 from C-1 Neighborhood commercial district to C-2 General commercial district and approve establishing a City zoning classification of C-2 General commercial district on the unincorporated portion of Parcel No. 2 in Beebe Tract 35 upon annexation to the City.

**Concurrences:** Other City Departments including Public Works, Community Development, and Fire have been involved in the review and approval of the rezoning and annexation.

**Fiscal Impact:** Approval of the rezoning and annexation accommodates a business project which will enhance the tax base but should not result in any fiscal impact to the City.

**Alternatives:** The City Commission could deny acceptance of Ordinance 3021 on first reading and not set the public hearing. However, such action would deny the applicants due process and consideration of a public hearing, as provided for in City Code and State Statute.

**Attachments/Exhibits:**

Ordinance 3021

Vicinity/Zoning Map

Preliminary Site Plan

Reduced copy of Certificate of Survey S-0004545

Cc: Jim Rearden, Public Works Director  
Dave Dobbs, City Engineer  
Mike Rattray, Community Development Director  
Robert & Marilee Taylor, P O Box 6050

ORDINANCE 3021

AN ORDINANCE REZONING THE INCORPORATED PORTION OF PARCEL NO. 2, IN BEEBE TRACT 35, IN THE NW1/4 OF SECTION 10, TOWNSHIP 20 NORTH, RANGE 4 EAST, P.M.M., CASCADE COUNTY, MONTANA FROM C-1 NEIGHBORHOOD COMMERCIAL DISTRICT TO C-2 GENERAL COMMERCIAL DISTRICT AND ASSIGNING A ZONING CLASSIFICATION OF C-2 GENERAL COMMERCIAL DISTRICT TO THE UNINCORPORATED PORTION OF SAID PARCEL NO. 2, UPON ANNEXATION TO THE CITY

\* \* \* \* \*

WHEREAS, a tract of land at the northwest corner of the intersection of 2<sup>nd</sup> Avenue North and 57<sup>th</sup> Street North in Beebe Tract 35 in the NW1/4 of Section 10, Township 20 North, Range 4 East, P.M.M., Cascade County, Montana, has been resurveyed as represented by Certificate of Survey S-0004545, filed July 21, 2008, in the Clerk and Recorder's Office of Cascade County, Montana, and depicted as Parcel No. 1 and Parcel No. 2; and,

WHEREAS, the owner of said Parcel No. 2 has petitioned the City of Great Falls to rezone the incorporated portion of said Parcel No. 2 from C-1 Neighborhood commercial district to C-2 General commercial district; and,

WHEREAS, the owner of said Parcel No. 2 has petitioned the City of Great Falls to annex the unincorporated portion of said Parcel No. 2 and assign a City zoning classification of C-2 General commercial district to same, upon annexation to City; and,

WHEREAS, notice of rezoning the incorporated portion of said Parcel No. 2 to C-2 General commercial district and assigning a zoning classification of C-2 General commercial district to the unincorporated portion of said Parcel No. 2 upon annexation to City, was published in the Great Falls Tribune advising that a public hearing on this zoning designation would be held on the 5<sup>th</sup> day of November, 2008, before final passage of said Ordinance herein; and,

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

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

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

Section 2. That the incorporated portion of said Parcel No. 2 be rezoned from C-1 Neighborhood commercial district to C-2 General commercial district.

Section 3. That the zoning of the unincorporated portion of said Parcel No. 2, be designated as C-2 General commercial district classification, upon annexation to the City.

Section 4. This ordinance shall be in full force and effect either thirty (30) days after its passage and adoption by the City Commission or upon filing in the office of the Cascade County Clerk and Recorder the resolution annexing the unincorporated portion of said Parcel No. 2, into the corporate limits of the City of Great Falls, Montana, whichever event shall occur later.

PASSED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, this 5<sup>th</sup> day of November, 2008.

\_\_\_\_\_  
Dona R. Stebbins, Mayor

ATTEST:

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

(SEAL OF CITY)

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 hereby certify that the foregoing Ordinance 3021 was placed on its final passage and passed by the Commission of the City of Great Falls, Montana, at a meeting thereof held on the 5<sup>th</sup> day of November, 2008.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said City on this 5<sup>th</sup> day of November, 2008.

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

(SEAL OF CITY)

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

Lisa Kunz, being first duly sworn, deposes and says: That on the 5<sup>th</sup> day of November, 2008, and prior thereto, she was the City Clerk of the City of Great Falls, Montana; that as said City Clerk she did publish and post as required by law and as prescribed and directed by the Commission, Ordinance 3021 of the City of Great Falls, 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

(SEAL OF CITY)

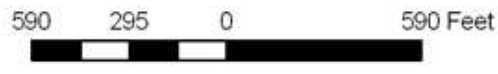
# EXHIBIT "A"

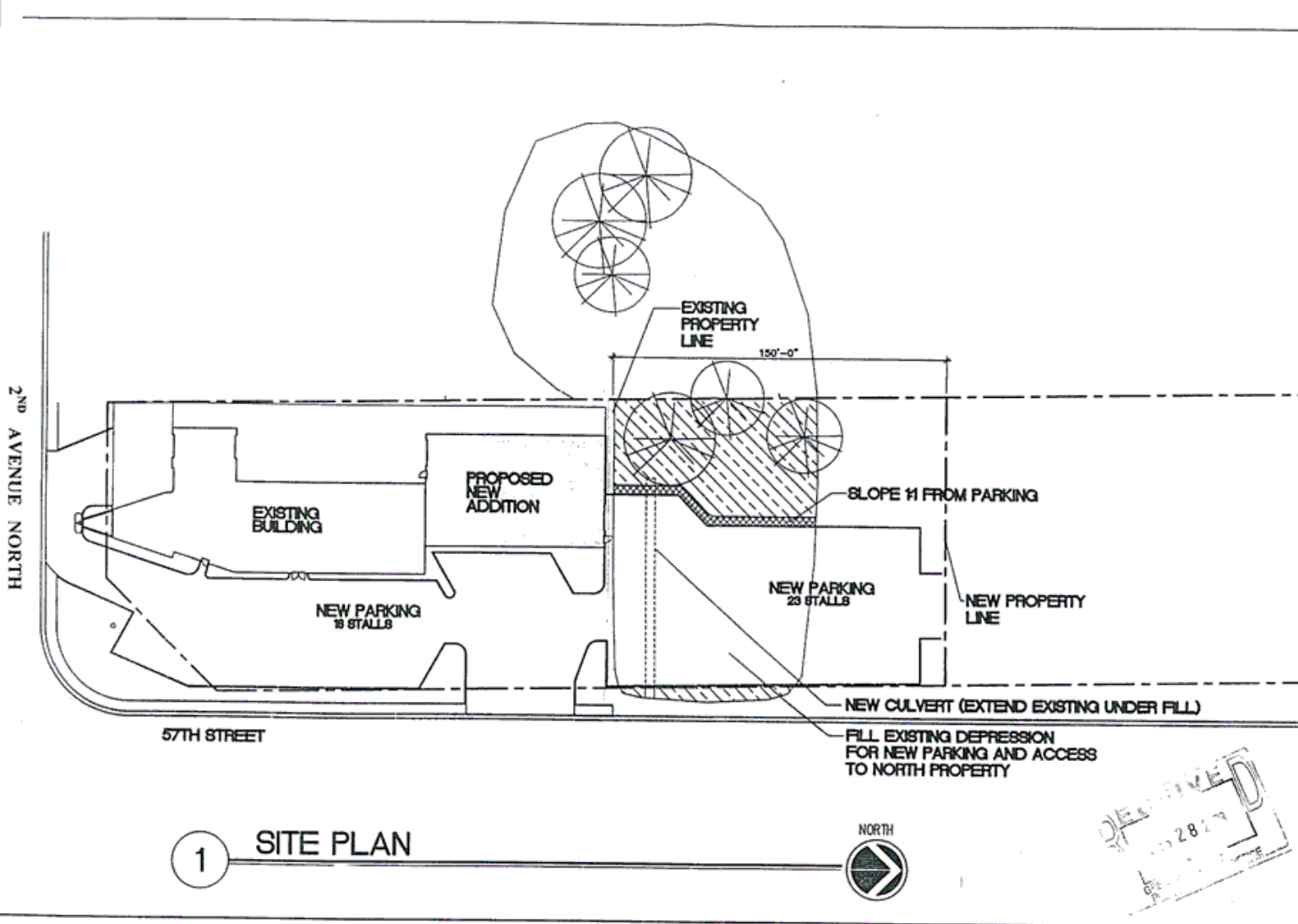
## VICINITY/ZONING MAP



- PORTION OF PARCEL NO. 2 OF BEEBE TRACT 35 REQUESTED TO BE ANNEXED AND ZONED C-2 GENERAL COMMERCIAL DISTRICT
- PORTION OF PARCEL NO. 2 OF BEEBE TRACT 35 REQUESTED TO BE REZONED FROM C-1 NEIGHBORHOOD COMMERCIAL DISTRICT TO C-2 GENERAL COMMERCIAL DISTRICT

City Limits	C-2 General commercial	PUD Planned unit development
R-5 Multi-family medium density	PLI Public Lands and Institutional	Tracts of land outside City
C-1 Neighborhood commercial	POS Parks and Open Space	





DATE 2.28.08  
DRAWN BY  
SHEET NO. 1  
PROJECT NO. SP-1

PARCEL MODIFICATION  
GREAT FALLS, MONTANA

SHEET TITLE

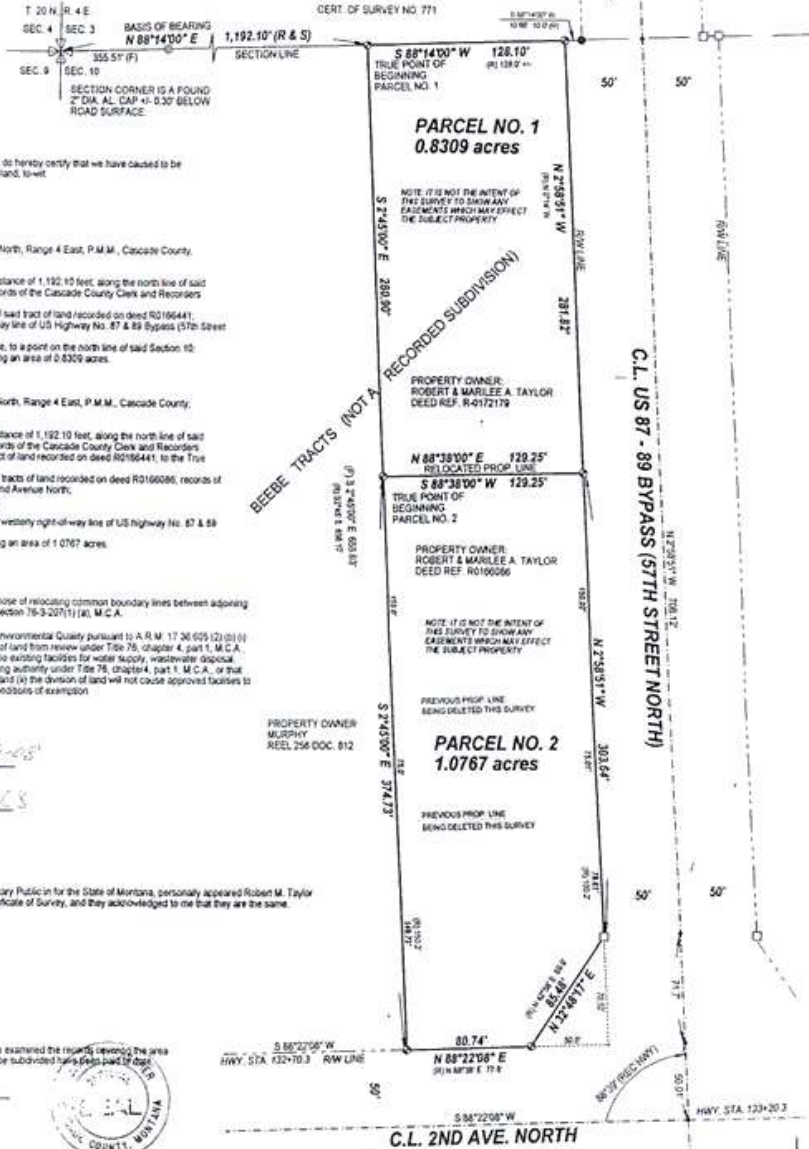
L'Heureux Page Werner  
Phone (406) 774-0770  
1111 14th Street SW  
Great Falls, MT 59404

# CERTIFICATE OF SURVEY

## PARCELS OF LAND LOCATED IN THE NW 1/4 OF SECTION 10 T. 20 N., R. 4 E.

### GREAT FALLS, CASCADE COUNTY, MONTANA

THE PURPOSE OF THIS SURVEY IS TO COMBINE PARCELS, AS WELL AS RELOCATE COMMON BOUNDARY LINES, AND NO ADDITIONAL PARCELS ARE BEING CREATED. THE SECOND PURPOSE OF THIS SURVEY IS TO CORRECT ERRORS IN THE DESCRIPTIONS OF RECORD.



**CERTIFICATE OF SURVEY**

We, Robert M. Taylor and Marilee A. Taylor, being the undersigned property owners, do hereby certify that we have caused to be surveyed, as shown by the plat hereto included, the following described parcels of land, to-wit:

**Parcel No. 1**

A parcel of land located in the Northwest quarter (NW1/4) of Section 10, Township 20 North, Range 4 East, P.M.M., Cascade County, Montana, said parcel being more fully described as follows, to-wit:

Commencing at the northwest corner of said Section 10, Thence N. 88°14'00" E. a distance of 1,192.10 feet, along the north line of said Section 10, to the northwest corner of a tract of land recorded on deed R2166441, records of the Cascade County Clerk and Records Office, and the True Point of Beginning.  
 EXTENDING THENCE S. 2°45'00" E. a distance of 355.57 feet, along the west line of said tract of land recorded on deed R2166441, Thence N. 88°38'00" E. a distance of 129.25 feet, to a point on the westerly right-of-way line of US Highway No. 87 & 89 Bypass (57th Street North).  
 Thence N. 2°58'11" W. a distance of 281.82 feet, along said westerly right-of-way line, to a point on the north line of said Section 10.  
 Thence S. 88°14'00" W. a distance of 128.10 feet, to the Point of Beginning, containing an area of 0.8309 acres.

**Parcel No. 2**

A parcel of land located in the Northwest quarter (NW1/4) of Section 10, Township 20 North, Range 4 East, P.M.M., Cascade County, Montana, said parcel being more fully described as follows, to-wit:

Commencing at the northwest corner of said Section 10, Thence N. 88°14'00" E. a distance of 1,192.10 feet, along the north line of said Section 10, to the northwest corner of a tract of land recorded on deed R2166441, records of the Cascade County Clerk and Records Office, Thence S. 2°45'00" E. a distance of 280.90 feet, along the west line of said tract of land recorded on deed R2166441, to the True Point of Beginning.  
 EXTENDING THENCE S. 2°45'00" E. a distance of 374.73 feet, along the west line of tracts of land recorded on deed R2166088, records of the Cascade County Clerk and Records Office, to the northerly right-of-way line of 2nd Avenue North.  
 Thence N. 88°22'08" E. a distance of 80.74 feet, along the westerly right-of-way line.  
 Thence N. 32°45'17" E. a distance of 55.48 feet.  
 Thence N. 2°58'11" W. a distance of 303.24 feet, the last two courses being along the westerly right-of-way line of US Highway No. 87 & 89 Bypass (57th Street North).  
 Thence S. 88°38'00" W. a distance of 129.25 feet, to the Point of Beginning, containing an area of 1.0767 acres.

The purpose of this survey is a division made outside a platted subdivision for the purpose of relocating common boundary lines between adjoining properties. Therefore this survey is exempt from review as a subdivision pursuant to Section 76-3-207(1) (a), M.C.A.

Parcel 1 and Parcel 2 are also exempt from review from the Montana Department of Environmental Quality pursuant to A.R.M. 17-26-605 (2) (b)(i) in which states: (2) The reviewing authority may include parcels created by divisions of land from review under Title 76, Chapter 4, part 1, M.C.A., unless the exclusion is used to evade the provisions of that part. (b) a parcel that has no existing facilities for water supply, wastewater disposal and solid waste disposal other than those that were previously approved by the reviewing authority under Title 76, Chapter 4, part 1, M.C.A., or that were exempt from such review. (c) no new facilities will be constructed on the parcel and (d) the division of land will not cause approved facilities to violate any conditions of approval, and will not cause exempt facilities to violate any conditions of exemption.

Property Owner: Robert M. Taylor Date: 6-19-08

Property Owner: Marilee A. Taylor Date: 6-19-08

State of Montana: 55

County of Cascade

On this 19th day of June, 2008, before me, a Notary Public in and for the State of Montana, personally appeared Robert M. Taylor and Marilee A. Taylor, known to me to be the persons who executed the foregoing Certificate of Survey, and they acknowledged to me that they are the same.

Notary Public: Nathan R. Taylor

Notary Public for the State of Montana

Residing in Great Falls, Cascade County, Montana

My Commission expires: 7/31/2011

**CERTIFICATE OF THE CASCADE COUNTY TREASURER**

I, Jack Anderson, Treasurer of Cascade County, Montana, do hereby certify that I have examined the records covering the area included in this plat, and I find that all real taxes, assessed and levied, on said land to be subdivided have been paid in full and are not delinquent.

Jack Anderson, County Treasurer of Cascade County, Montana Date: 6/19/08

**CERTIFICATE OF REGISTERED LAND SURVEYOR**

I, Michael E. Henen, Registered Professional Land Surveyor, Montana License No. 9523 L.S., do hereby certify that on April of 2008, I performed the land survey and created the accompanying plat as shown hereon, and that all was done in accordance with the provisions set forth in Sections 76-3-402 and 403, M.C.A., and that all instruments shown are of the character and occupy the position shown thereon.

Michael E. Henen R. P. L.S. Date: 5/30/08

Montana License No. 9523 L.S.



APPROVED FOR COMPLIANCE WITH SUBDIVISION REQUIREMENTS ONLY  
 Examined by its Date: 5/30/08  
 GREAT FALLS CITY PLANNING BOARD

**POINT LEGEND**

- ⊗ = SECTION CORNER, AS NOTED
- = FOUND 1" REBAR W/ W.P.C. #20665
- = FOUND 4" X 4" CONC. RW MON
- = FOUND 5" REBAR W/ W.P.C.
- ⊙ = FOUND 2" DIA. PIPE
- ⊕ = SET 5" REBAR W/ W.P.C. "M" #20665
- (R) = RECORD DATA FROM DEED
- (F) = FOUND DATA
- (S) = SET



SURVEY OF		TRACT 35 BEEDE TRACTS	
PROJECT NAME		BOB TAYLOR BEEDE TRACTS PCS	
1/4	SEC	TWN	RG
NW	10	20 N.	4 E.

**HENEN LAND SURVEYING**  
 2872 1st Ave. South, Great Falls, MT 59401  
 406-761-2868

Michael E. Henen  
 MT Registered Land Surveyor No. 9523 L.S.  
 Donald Henen  
 MT Registered Land Surveyor No. 20665 L.S.





**Item:** Ordinance 3022 to Create Great Falls International Airport Tax Increment Financing Industrial District

**From:** Benjamin Rangel, Planning Director

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

**Presented By:** Benjamin Rangel, Planning Director

**Action Requested:** City Commission accept Ordinance 3022 on first reading and set a public hearing for November 5, 2008

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**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (accept/deny) Ordinance 3022 on first reading and set a public hearing for November 5, 2008.”

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

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**Staff Recommendation:** It is recommended the City Commission accept Ordinance 3022 on first reading and set public a hearing for November 5, 2008.

**Background:** The Great Falls International Airport Authority is interested in having a Tax Increment Financing Industrial District (TIFID) created for the Great Falls International Airport, in accordance with Section 7-15-4299, MCA. This interest was presented to the City Commission during a public work session held on May 6, 2008.

The Authority is interested in fostering the development, growth and retention of secondary, value-adding industries at the Airport. This interest is part of the Authority’s overall mission to promote aviation related economic development, to improve area employment opportunities and to expand the tax base. The funds from the TIFID are proposed to be used for the various activities and types of industrial infrastructure development projects allowed for and authorized in Section 7-15-4288, MCA.

A Memorandum of Understanding was entered into on May 20, 2008 between the City of Great Falls and the Great Falls International Airport Authority. The MOU expresses the City’s support to create the proposed TIFID and its interest to manage and administer the District. The MOU also expresses the Authority’s interest in providing the technical assistance, support and services



needed to create the TIFID. To accomplish the stated interests, the City has been providing sufficient staff resources to facilitate and coordinate local review and approval processes needed to create the TIFID. In turn, the Authority has retained the consulting services of Stelling Engineers, Inc. and Community Development Services of Montana to assist in creation of the District.

The attached Ordinance will:

- 1) establish a tax increment financing industrial district program to assist in financing necessary industrial infrastructure to encourage the attraction, growth and retention of secondary, value-adding industries at the Great Falls International Airport;
- 2) create the Great Falls International Airport Tax Increment Financing Industrial District;
- 3) establish the boundaries of the District;
- 4) approve the Industrial District Plan;
- 5) establish the costs which may be paid with tax increment funds; and,
- 6) establish January 1, 2008 as the base taxable year.

As required by Section 7-15-4299, MCA and during a meeting on September 23, 2008, the Great Falls Planning Board concluded that the zoning within the proposed Airport TIFID is in accordance with the Great Falls, *Growth Policy*.

**Concurrences:** Representatives from the Airport Authority, including its Director and consultants, as well as from the City Planning, Public Works, Community Development and Fiscal Services Departments and City Manager's Office, have been involved in the review and approval processes of creating the Airport TIFID.

**Fiscal Impact:** There has been a cost to the City for provision of staff resources to facilitate and coordinate City review and approval processes in the creation of the District. There will also be long term costs for the management and administration of the District, primarily to be provided by the Planning and Fiscal Services Departments. These initial costs are being accommodated with existing staff and resources, but further consideration will need to be given to long term costs and how those may relate to the proposed new City policy regarding administration of tax increment financing districts.

Additionally, if a District is created, there may be a fiscal impact to other local and State taxing jurisdictions. The level of impact would be equal to their proportionate share of any incremental tax revenue retained by the District. However, the level of increased tax revenue may not be as great without creation of the district, particularly if public infrastructure is not made available to the area to facilitate and encourage development of secondary, value-adding industries. There are also provisions to partially off-set any impacts by returning any unused revenues to the taxing bodies, if so determined.

**Alternatives:** The City Commission could choose to not accept Ordinance 3022 on first reading and not set the public hearing. However, such action would deny due process and consideration of a public hearing, as provided for in City Code and State Statute. Additionally, not accepting the Ordinance may also indicate the City is not interested in or supportive of creating the TIFID, which may negatively impact the Authority's and community's ability to facilitate the development and growth of secondary, value-adding industries at the Airport.

**Attachments/Exhibits:**

1) Ordinance 3022, with exhibits including A) Notice of public hearing, B) District legal description & map, and C) Industrial District Plan

Cc: Cynthia Schultz, Great Falls International Airport Authority  
Janet Cornish, Community Development Services of Montana  
Kathy Harris, Stelling Engineers, Inc.

ORDINANCE 3022

AN ORDINANCE ESTABLISHING A TAX INCREMENT FINANCING INDUSTRIAL DISTRICT PROGRAM TO ASSIST IN FINANCING NECESSARY INDUSTRIAL INFRASTRUCTURE TO ENCOURAGE THE ATTRACTION, GROWTH AND RETENTION OF SECONDARY, VALUE-ADDING INDUSTRIES; PROVIDING FOR DEFINITION OF TERMS; ESTABLISHING THE COSTS WHICH MAY BE PAID BY TAX INCREMENT FINANCING INDUSTRIAL DISTRICTS; CREATING AND APPROVING THE GREAT FALLS INTERNATIONAL AIRPORT TAX INCREMENT FINANCING INDUSTRIAL DISTRICT; ESTABLISHING THE BOUNDARIES THEREOF AND APPROVING THE PLAN; ESTABLISHING JANUARY 1, 2008 AS THE BASE TAXABLE YEAR; PROVIDING FOR THE REPEAL OF ALL PARTS OF ORDINANCES AND RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

\* \* \* \* \*

WHEREAS, the Great Falls International Airport Authority is interested in fostering the development of secondary, value-adding industries in the City of Great Falls as part of its overall mission to promote aviation related economic development, to improve area employment opportunities and to expand the tax base; and,

WHEREAS, the creation of a Tax Increment Financing Industrial District, as authorized in Sections 7-15-4282 through 4293, MCA, will help fund the supportive public infrastructure needed for the development of secondary, value-adding industries at the Airport; and,

WHEREAS, the City of Great Falls is interested in using Tax Increment Financing as a tool to foster economic and community development.

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

Section 1. Definitions. The following terms wherever used or referred to in this Ordinance shall have the following meanings:

- (1) "Tax increment financing industrial district" means a district designated as such by the City Commission in accordance with the provisions of this Ordinance, consisting of a continuous area within an accurately described boundary, zoned for light or heavy industrial use in accordance with the Great Falls *Growth Policy*, and is found to be deficient in infrastructure improvements for industrial development.
- (2) "Actual taxable value" means the taxable value of taxable property at any time, as calculated from the assessment roll last equalized.

- (3) “Base taxable value” means the actual taxable value of all taxable property within a tax increment financing industrial district prior to the effective date of a tax increment financing provision. This value may be adjusted as provided in Sections 7-15-4287 or 7-15-4293, MCA.
- (4) “Great Falls International Airport Tax Increment Financing Industrial District” means the tax increment industrial infrastructure district created by this Ordinance.
- (5) “Incremental taxable value” means the amount, if any, by which the actual taxable value at any time exceeds the base taxable value of all property within a tax increment financing industrial district.
- (6) “Tax increment” means the collections realized from extending the tax levies, expressed in mills, of all taxing bodies which the tax increment financing industrial district or a part thereof is located, against the incremental taxable value.
- (7) “Taxes” means all taxes levied by a taxing body against property on an ad valorem basis.
- (8) “Industrial district” means a tax increment financing industrial district.
- (9) “Industrial infrastructure development project” means a project undertaken within or for an industrial district that consists of any or all of the activities authorized by Section 7-15-4288, MCA.
- (10) “Act” means Title 7, Chapter 15, Parts 42 and 43, Montana Code Annotated.

Section 2. Findings. Based on representations made to the City Commission to date and taking into consideration all comments received, including those made at a public hearing duly held on November 5, 2008, after notice was given, the City Commission does hereby make the following findings, determinations and declarations regarding the Great Falls International Airport Tax Increment Financing Industrial District, which is hereinafter referred to as the District:

- (1) the property to be included in the District consists of a continuous area with an accurately described boundary;
- (2) the property to be included in the District was zoned “AI Airport Industrial” district by the City Commission upon approval of an amendment to Section 17.20.2.040.A.18 of the City of Great Falls Land Development Code on September 16, 2008, with an effective date of October 16, 2008;
- (3) the property to be included in the District was zoned for industrial use in accordance with the Great Falls *Growth Policy*;
- (4) the property to be included in the District does not contain property included within an existing urban renewal area district;

(5) the property to be included in the District is deficient in public infrastructure for industrial development and will likely not be developed to its potential, without the provision of public infrastructure improvements;

(6) the Act requires that prior to final adoption of this Ordinance, the Commission shall hold a public hearing on the creation of the proposed District. Pursuant to such authority, notice of a public hearing in substantially the form presented in, and attached hereto as, Exhibit "A" was advertised to be held on November 5, 2008, at 7:00 P.M., in the City Commission Chambers in the Civic Center Building, Great Falls, Montana.

Section 3. Establishment of the District. The Great Falls International Airport Tax Increment Financing Industrial District is hereby established.

Section 4. Boundaries. A legal description and map of the District are attached hereto as Exhibit "B".

Section 5. District Plan. A plan describing existing infrastructure, existing infrastructure deficiencies, and industrial development activities to be undertaken within the District is attached as Exhibit "C".

Section 6. Base Year. For the purpose of calculating the incremental taxable value for each year of the life of the District, the base taxable value shall be calculated as the taxable value of all real and personal property within the District, as of January 1, 2008.

Section 7. Tax Increment Provision. The City is hereby authorized to segregate, as received, the tax increment derived in the District, and use and deposit such increment into the District Fund for use as authorized by the Act and as authorized herein or by the City Commission from time to time.

Section 8. Costs That May be Paid From Tax Increments. The tax increments received from the District may be used to directly pay costs of approved industrial infrastructure development projects, or to pay debt service on bonds issued to finance industrial infrastructure development improvements as defined under the Act as may from time to time be approved by the City Commission. The City Commission hereby authorizes the use of tax increment in the District to be used to pay debt service on internal and bank financed loans issued to finance all or a portion of the costs of eligible improvements in compliance with the Act, and subject to any limitations imposed by the Montana Constitution.

Section 9. Term of the Tax Increment Financing Provision. The tax increment financing provision of the District will terminate upon the earlier of:

(a) the fifteenth year following the creation of the District; or

(b) the payment or provision for payment in full or discharge of all loans, and the payment of interest thereon, for which the tax increment has been pledged.

After termination of the tax increment financing provision, all taxes shall continue to be levied upon the actual taxable value of the taxable property in the District, but shall be paid into funds of the taxing bodies levying taxes within the District.

Section 10. Effect of Industrial Infrastructure Development Project. The creation of an industrial infrastructure development project or the approval of an industrial infrastructure development project does not affect, abrogate or supersede any rules, ordinances, or regulations of the City relating to zoning, building permits, or any other matters.

Section 11. Effective Date. This Ordinance shall be in full force and effect upon passage and adoption by the City Commission.

Section 12. Conflict with Other Ordinances and Resolutions. All parts of ordinances and resolutions in conflict herewith are hereby repealed.

PASSED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, this 5<sup>th</sup> day of November, 2008.

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Dona R. Stebbins, Mayor

ATTEST:

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Lisa Kunz, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

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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 hereby certify that the forgoing Ordinance 3022 was placed on its final passage and passed by the City Commission of the City of Great Falls, Montana, at a meeting thereof held on the 5<sup>th</sup> day of November, 2008.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said City on the 5<sup>th</sup> day of November, 2008.

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

(SEAL OF CITY)

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

Lisa Kunz, being first duly sworn, deposes and says: That on the 5<sup>th</sup> day of November, 2008, and prior thereto, she was the City Clerk of the City of Great Falls, Montana; that as said City Clerk she did publish and post as required by law and as prescribed and directed by the City Commission, Ordinance 3022 of the City of Great Falls, 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

(SEAL OF CITY)



## **EXHIBIT "A"**

### **PUBLIC HEARING NOTICE**

Notice is hereby given that the City Commission of the City of Great Falls, Montana, will hold a public hearing on Ordinance 3022 on November 5, 2008, at 7:00 P.M., in the Commission Chambers of the Civic Center Building, #2 Park Drive South, Great Falls, Montana.

Said Ordinance was accepted for consideration on first reading and is to establish the Great Falls International Airport Tax Increment Financing Industrial District for the purpose of encouraging industrial growth by providing a financial mechanism to install necessary infrastructure improvements. The proposed District includes all of the incorporated properties of the Great Falls International Airport and contains 1979 acres.

The City is authorized by Title 7, Chapter 15, Part 42, Montana Code Annotated, to establish a tax increment financial industrial district and to use the tax increment generated within the district to finance the costs of certain infrastructure improvements in order to encourage the attraction, growth and retention of secondary value-adding industries.

Copies of said Ordinance, which contains a legal description and a map of the proposed District, can be obtained at the City Clerk's Office, Civic Center Building, Great Falls, Montana.

Any interested person may appear at the public hearing and speak in favor of or against Ordinance 3022 or submit in writing any comments to the City Clerk prior to or during said hearing.

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

/s/ Lisa Kunz, City Clerk

**PUBLICATION DATES:**    October 19 & 26, 2008



## Exhibit 2. Legal Description of the Great Falls International Airport TIFID

### Legal Description

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

“The POINT OF BEGINNING is at the southeast corner of Section 8, Township 20 North, Range 3 East; thence along the east line of said section, North 00°20'17" West, a distance of 1313.50 feet; thence North 89°49'00" West, a distance of 205.05 feet; thence North 89°49'52" West, a distance of 1130.62 feet; thence North 53°35'22" West, a distance of 237.30 feet; thence South 07°55'24" West, a distance of 472.63 feet; thence North 89°48'47" West, a distance of 1035.78 feet; thence South 00°13'51" West, a distance of 986.89 feet to the northwest corner of the Northeast Quarter of Section 17, Township 20 North, Range 3 East; thence along the west line of said Northeast Quarter of said section, South 00°31'52" West, a distance of 2642.24 feet to the northeast corner of the East Half of the Southwest Quarter of the above said Section 17; thence along the north line of said aliquot part, North 89°49'46" West, a distance of 1328.89 feet to the northwest corner of said aliquot part; thence along the west line of said aliquot part, South 00°19'55" West, a distance of 2630.17 feet to the north line of Section 20, Township 20 North, Range 3 East; thence along the north line of said Section 20, North 89°38'19" West, a distance of 738.21 feet; thence South 00°09'43" East, a distance of 2641.70 feet to the north line of the Southwest Quarter of the above said Section 20; thence along the north line of said Southwest Quarter, North 89°22'25" West, a distance of 580.06 feet to the northwest corner of said Southwest Quarter; thence along the west line of said Southwest Quarter, South 00°18'14" East, a distance of 821.55 feet; thence South 45°01'17" West, a distance 42.19 feet; thence South 45°00'59" West, a distance of 2417.04 feet to the north line of Section 30, Township 20 North, Range 3 East; thence along the north line of said Section 30, North 87°38'03" West, a distance of 905.29 feet to the northwest corner of the Northeast Quarter of said Section 30, Township 20 North, Range 3 East; thence along the west line of said aliquot part, South 00°46'52" East, a distance of 1630.31 feet to the southerly right-of-way line of Highway Project No. FAP 218-(6); thence along said southerly right-of-way line, South 69°25'46" West, a distance of 2152.03 feet to the west line of the above said Section 30; thence along said west line of said section, South 01°09'05" West, a distance of 182.26 feet to the northwest corner of the Southwest Quarter of said Section 30, Township 20 North, Range 3 East; thence along the west line of said aliquot part, South 01°04'33" West, a distance of 360.99 feet to the northwesterly right-of-way line of Interstate 15 (Project Number I15-5 (29) 259); thence along said northwesterly right-of-way line, North 84°59'39" East, a distance of

82.19 feet; thence continuing along said northwesterly right-of-way line, North 70°58'05" East, a distance of 9112.64 feet; thence continuing along said northwesterly right-of-way line, North 54°02'36" East, a distance of 88.14 feet to the beginning of a 5580.00 foot radius curve, concave northwesterly, having a radial bearing of North 19°53'25" West; thence continuing along said northwesterly right-of-way line and along said curve, through a central angle of 10°59'56", an arc length of 1071.17 feet; thence continuing along said northwesterly right-of-way line, North 72°53'03" East, a distance of 100.64 feet to the beginning of a 5605.00 foot radius curve, concave northwesterly, having a radial bearing of North 31°53'24" West; thence continuing along said northwesterly right-of-way line, along said curve and through a central angle of 5°10'01", an arc length of 505.45 feet; thence leaving said northwesterly right-of-way of Interstate 15, North 08°28'52" West, a distance of 555.23 feet; thence North 08°02'28" West, a distance of 14.62 feet to a point on the southeasterly right-of-way line of Highway Project No. FAP 218-(5), said point being on a 5790.00 foot radius curve concave northwesterly, having a radial bearing of North 24°34'19" West; thence northeasterly along said right-of-way line and along said curve, through a central angle of 18°17'38", an arc length of 1848.69 feet to the south line of the northwest quarter of Section 21, Township 20 North, Range 3 East; thence along said south line of said aliquot part, North 89°52'17" West, a distance of 206.72 feet to a point on the northwesterly right-of-way line of the above said Highway Project No. FAP 218-(5), said point being on a 5650.00 foot radius curve concave northwesterly, having a radial bearing of North 41°23'33" West; thence northeasterly along said right-of-way line and along said curve, through a central angle of 5°38'10", an arc length of 555.78 feet to the southeast corner of Montana Air National Guard Lease Tract A101-4; thence along the boundary of said lease tract for the following ten courses: North 89°35'45" West, a distance of 449.33 feet, North 00°00'37" West, a distance of 100.00 feet, North 89°26'05" West, a distance of 198.25 feet, South 00°53'29" West, a distance of 100.00 feet, North 89°39'46" West, a distance of 269.35 feet, South 00°40'38" West, a distance of 392.96 feet, North 89°52'17" West, a distance of 967.70 feet, North 08°38'53" West, a distance of 431.10 feet, North 00°28'25" West, a distance of 1214.58 feet, and North 45°00'56" East, a distance of 1007.13 feet to the southwest corner of Montana Air National Guard Lease Tract A101-1; thence along the northwesterly boundary of said lease tract for the following two courses: North 44°54'22" East, a distance of 430.02 feet, and North 44°59'13" East, a distance of 1338.04 feet to the southwest corner of Montana Air National Guard Lease Tract A101-5; thence along the boundary of said lease tract for the following four courses: North 45°00'30" East, a distance of 214.96 feet, South 44°26'54" East, a distance of 250.03 feet, North 45°32'51" East, a distance of 73.21 feet, and South 44°25'04" East, a distance of 173.20 feet; thence South 52°10'36" East, a distance of 21.49 feet, to a point on the above said Lease Tract A101-1; thence along the boundary of said lease tract for the following two courses: South 44°34'18" East, a

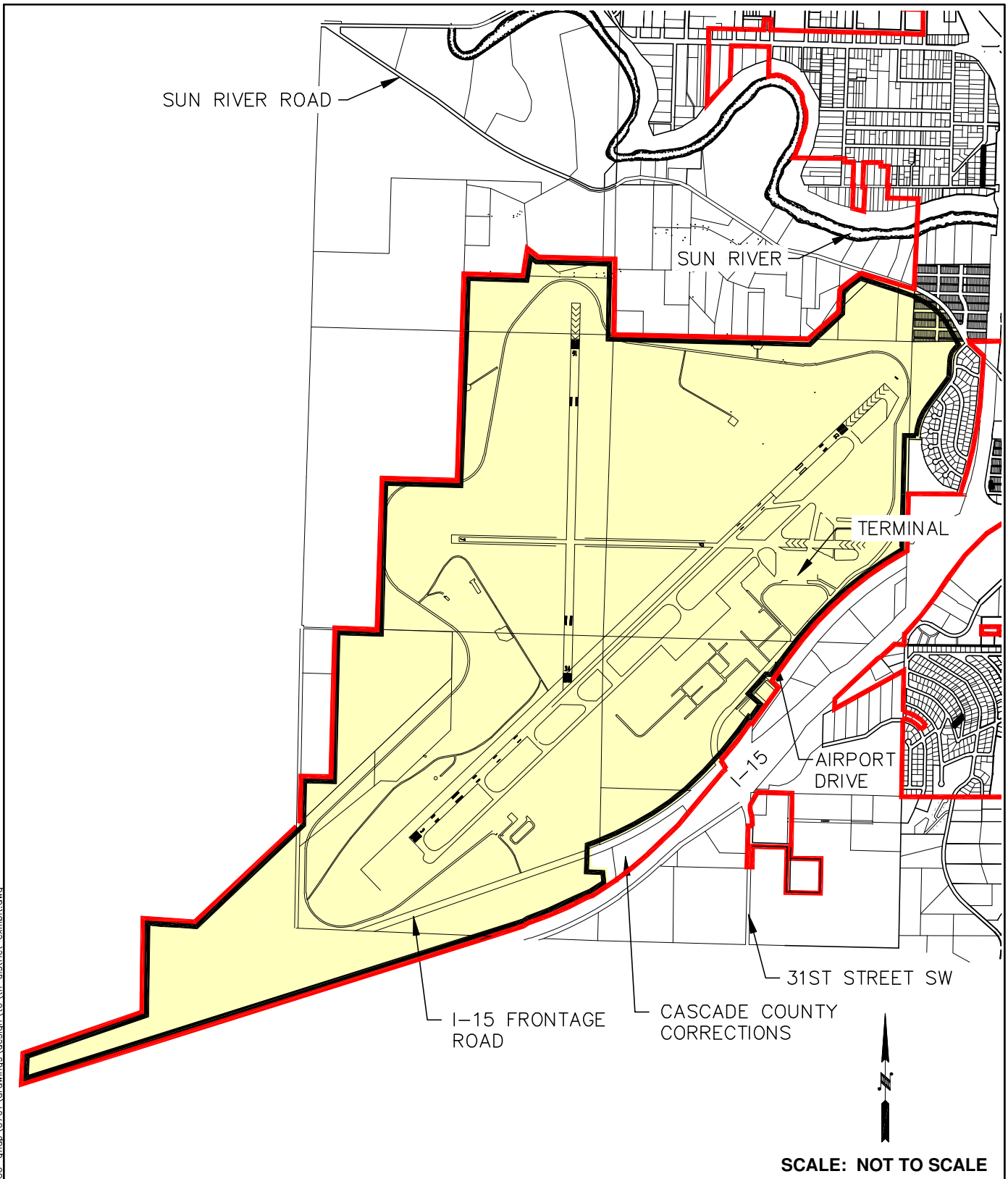
distance of 380.00 feet, and South  $45^{\circ}25'42''$  West, a distance of 554.17 feet to the northerly corner of Montana Air National Guard Lease Tract JKSE 20030012; thence along the boundary of said lease tract for the following four courses: South  $44^{\circ}56'17''$  East, a distance of 791.25 feet, South  $40^{\circ}33'56''$  West, a distance of 283.11 feet, North  $44^{\circ}34'18''$  West, a distance of 314.93 feet, and South  $44^{\circ}53'33''$  West, a distance of 460.42 feet to a point on the above\_said Lease Tract A101-4; thence along the boundary of said lease tract for the following two courses: South  $43^{\circ}57'15''$  East, a distance of 686.00 feet, and South  $00^{\circ}20'52''$  West, a distance of 181.47 feet to a point on the northwesterly right-of-way line of the above\_said Highway Project No. FAP 218-(5); thence along said right-of-way, South  $34^{\circ}22'30''$  West, a distance of 54.86 feet to the southwesterly line of that parcel denoted as Tract 1 on Certificate of Survey Number 2271, records of Cascade County, Montana; thence along said southwesterly line of said Tract 1, South  $49^{\circ}22'42''$  East, a distance of 40.60 feet to the southeasterly corner thereof; thence along the southeasterly line of said Tract 1, the following three courses: North  $34^{\circ}15'32''$  East, a distance of 156.30 feet; North  $34^{\circ}23'29''$  East, a distance of 208.58 feet; and North  $34^{\circ}24'09''$  East, a distance of 74.13 feet to the northeasterly corner thereof; thence along the northeasterly line of said Tract 1, North  $49^{\circ}18'30''$  West, a distance of 273.50 feet to the northwesterly corner thereof, said point being the southwesterly corner of that parcel denoted as Tract 2 on Certificate of Survey Number 2271, records of Cascade County, Montana; thence along the northerly line of said Tract 2, North  $40^{\circ}39'51''$  East, a distance of 251.54 feet to the northwesterly corner thereof; thence North  $40^{\circ}38'20''$  East, a distance of 87.15 feet to the north line of the Southwest Quarter of the Northwest Quarter of the Northeast Quarter of Section 21, Township 20 North, Range 3 East, as denoted on Certificate of Survey Number 1351, records of Cascade County, Montana; thence along said north line, South  $89^{\circ}17'57''$  East, a distance of 88.41 feet to the northwesterly right-of-way line of the now partially abandoned Highway Project No. FAP 218-(5); thence along said line North  $34^{\circ}19'05''$  East, a distance of 464.71 feet to the beginning of a 6450.48 foot radius curve, concave southeasterly, having a radial bearing of South  $55^{\circ}41'57''$  East; thence along said right-of-way line and along said curve through a central angle of  $24^{\circ}42'43''$ , an arc length of 2782.13 feet to the east line of Section 16, Township 20 North, Range 3 East; thence along the east line of said Section 16, North  $00^{\circ}09'45''$  West, a distance of 1011.66 feet, and North  $00^{\circ}07'19''$  West, a distance of 950.12 feet to the northwest corner of that area denoted as "Park" on the West Hill Subdivision, the copy of which is on file with Cascade County, Montana; thence along the north line of said "Park", South  $89^{\circ}48'05''$  East, a distance of 188.49 feet to a point on the westerly right-of-way line of 4th West Hill Drive; said point being on a 1015.00 foot radius curve, concave easterly, having a radial bearing of South  $89^{\circ}28'58''$  East, thence northeasterly along said westerly right-of-way and along said curve through a central angle of  $35^{\circ}06'22''$ , an arc length of 621.91 feet; thence continuing along said westerly right-of-way, North  $35^{\circ}23'00''$  East, a distance of 578.09 feet to the



beginning of a 200.00 foot radius curve, concave northwesterly, having a radial bearing of North 54°37'56" West; thence continuing northerly along said westerly right-of-way and along said curve through a central angle of 35°03'56", an arc length of 122.40 feet; thence continuing along said westerly right-of-way, North 00°16'15" East, a distance of 234.13 feet to the beginning of a 249.63 foot radius curve, concave southeasterly, having a radial bearing of South 89°52'12" East continuing northeasterly along said westerly right-of-way and along said curve through a central angle of 43°02'26", an arc length of 187.52 feet; thence continuing along said westerly right-of-way North 43°10'14" East, a distance of 172.45 feet to the southwesterly right-of-way line of the Sun River Highway; thence northwesterly along said southwesterly right-of-way line, North 48°34'36" West, a distance of 52.26 feet to the south line of Section 10, Township 20 North, Range 3 East; thence along said south line of Section 10, South 88°15'19" West, a distance of 36.95 feet to the southeast corner of Lot 17, Block 14 of Sun River Addition, the copy of which is on file with Cascade County, Montana; thence along the east line of said Lot 17, North 00°15'55" East, a distance of 26.32 feet; thence North 00°15'55" East, a distance of 16.00 feet to the southeast corner of Lot 16 of said Block 14 of Sun River Addition; thence along the east line of Lot 16, North 00°15'55" East, a distance of 120.00 feet to the northeast corner thereof; thence along the north line of Lots 16 through 13 of Block 14 of Sun River Addition; North 89°44'05" West, a distance of 100.00 feet to the northwest corner of said Lot 13; thence North 00°15'55" East, a distance of 60.00 feet to the southeast corner of Lot 21, Block 11 of Sun River Addition; thence along the east line of said Lot 21, North 00°15'55" East, a distance of 120.00 feet to the northeast corner thereof; thence along the north line of Lots 21 through 19 of Block 11 of Sun River Addition, North 89°44'05" West, a distance of 75.00 feet to the northwest corner of said Lot 19; thence North 00°15'55" East, a distance of 16.00 feet to the southeast corner of Lot 9, Block 11 of Sun River Addition; thence along the east line of said Lot 9, North 00°15'55" East, a distance of 120.00 feet to the northeast corner thereof; thence along the north line of Lots 9 through 3 of Block 11 of Sun River Addition, North 89°44'05" West, a distance of 174.94 feet to the Northwest corner of said Lot 3; thence North 00°09'32" East, a distance of 60.00 feet to the southeast corner of Lot 31, Block 8; thence along the east line of said Lot 31, North 00°09'32" East, a distance of 120.03 feet to the northeast corner thereof; thence along the north line of Lots 31 and 32, Block 8 of Sun River Addition; North 89°45'32" West, a distance of 50.03 feet to the northwest corner of said Lot 32; thence North 89°47'14" West, a distance of 60.00 feet to the northeast corner of Lot 16 of Block 9 of Sun River Addition; thence North 57°20'43" West, a distance of 29.80 feet to the southeast corner of Lot 14 of Block 9 of Sun River Addition; thence along the east line of said Lot 14, North 00°09'43" East, a distance of 3.07 feet to a point on the southwesterly right-of-way line of Sun River Road, said point being on a 1060.00 foot radius curve, concave southwesterly, having a radial bearing of South 35°08'31" West; thence northwesterly along said southwesterly right-of-way line and along said

curve through a central angle of  $03^{\circ}15'07''$ , an arc length of 60.17 feet to the east line of Lot 12 of Block 9 of Sun River Addition; thence along said east line of said Lot 12, North  $00^{\circ}11'29''$  East, a distance of 83.84 feet to the northeast corner thereof; thence along the north line of Lots 12 through 1, Block 9 of Sun River Addition, North  $89^{\circ}50'17''$  West, a distance of 301.23 feet to the northwest corner of said Lot 1; thence North  $89^{\circ}50'17''$  West, a distance of 12.67 feet to the west line of Section 10, Township 20 North, Range 3 East; thence along said west line North  $01^{\circ}15'30''$  East, a distance of 120.38 feet to the centerline of a 60.00 foot wide County Road, thence along said centerline of said County Road North  $64^{\circ}42'36''$  West, a distance of 1.41 feet; thence continuing along said centerline of said County Road, North  $74^{\circ}26'53''$  West, a distance of 288.60 feet and North  $73^{\circ}40'45''$  West, a distance of 426.62 feet; thence leaving said County Road centerline, South  $45^{\circ}20'37''$  West, a distance of 510.64 feet; thence South  $14^{\circ}17'23''$  West, a distance of 914.33 feet; thence South  $74^{\circ}13'45''$  West a distance of 258.66 feet; thence North  $61^{\circ}01'43''$  West a distance of 357.82 feet to the north line of Section 16, Township 20 North, Range 3 East; thence along said north line North  $89^{\circ}59'48''$  West, a distance of 793.10 feet, and North  $89^{\circ}59'12''$  West, a distance of 2612.01 feet to the POINT OF BEGINNING, and containing 1978.898 acres of land.



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	<b>DISTRICT BOUNDARY</b>
	<b>CITY LIMITS</b>

**PROPOSED GREAT FALLS AIRPORT TIFID DISTRICT**


 <p><b>SE Stalling Engineers, Inc.</b> Phone: (406)452-8600 Fax: (406)452-8700</p>
<p>FIGURE 1</p>

Exhibit "C"  
Great Falls International Airport  
Tax Increment Financing Industrial District Plan

**1. INTRODUCTION**

The Great Falls International Airport (GFIA) Authority is interested in fostering the development of secondary, value adding industries in the City of Great Falls as part of its overall mission to promote aviation related economic development, to improve area employment opportunities and to expand the tax base. This effort will be facilitated through the creation of a Tax Increment Financing Industrial District or TIFID, which will encompass the entire Airport property.

History of the Great Falls International Airport

The GFIA was developed in response to an initiative of the U.S. Department of Commerce in 1928. The City acquired 640 acres of land and construction was started on Runway 16/34, which was completed in June 1929. By 1939 the airport facilities included four runways, a large hangar, and an administration building.



*Early Air Mail Plane*

In 1939, the Great Falls Airport Commission appealed to Harry H. Woodring, Secretary of War, to locate an Air Corps squadron at Great Falls. In 1941, the Civil Aeronautics Authority provided money for the further development of the Great Falls Municipal Airport, which was known then as Gore Field.

During World War II, the airport was leased by the U.S. War Department and used as a base for the 7th Ferrying Command. During the war years, more than 7,500 bombers and fighter aircraft passed through Great Falls on their way to the war fronts in Europe and the Pacific. While using the airport as an airbase, the U.S. Army acquired an additional 740 acres of land and built many buildings and other facilities.



*First Terminal*

In June 1948, the U.S. War Department deeded the airport back to the City of Great Falls with the stipulation that the facility could revert to military control in the event of a

national emergency. The airport was released from this clause in 1961. In 1975, the terminal at the GFIA was replaced and all runways, aprons, and taxiways updated. With use of Federal Aviation Administration (FAA) matching funds, the Airport Authority performs annual operations, maintenance, and capital improvements.<sup>1</sup> In addition to commercial, freight and private air services, the GFIA houses the 120<sup>th</sup> Fighter Group of the Montana Air National Guard (MANG) on 138 acres just southwest of the Terminal area.

Today, the GFIA is governed by a Regional Airport Authority, which recognizes the economic influence that airports have on the areas they serve. To this end, the Great Falls International Airport Authority (Authority) has reconstructed 80% of its existing infrastructure and expanded its aviation infrastructure to support the development of 29 new hangars. FedEx Cargo has established a 79,000 square foot regional hub at the Airport and since 2000, the Authority has helped to foster the creation of 300 new jobs of which 200 are primary sector jobs.

In 2006, privately owned businesses located on airport property generated \$685,000 in property taxes that benefit city and county governments, as well as area schools. This amount represents a 78% increase since 2003. However, airport area infrastructure is near its capacity. As a result, the Authority is faced with limitations on new development due to a lack of developable sites with sufficient utilities, roads and general infrastructure improvements. Installing additional infrastructure would allow the Authority to continue growing the tax base for the community. However, there are no viable revenue sources to install the infrastructure necessary to leverage growth of secondary, value adding industries.

#### Tax Increment Financing for Industrial Development

At the request of and in concert with the Airport Authority, the City of Great Falls intends to establish a Tax Increment Financing Industrial District (TIFID) at the Great Falls International Airport. The base year for the purposes of measuring any incremental value will be 2008 and the base value will be calculated as of January 1, 2008.

Tax increment financing is a mechanism that allows communities to use new tax dollars resulting from increasing taxable value for reinvestment within the geographic area in which they are derived. Until 1989, tax increments could only be used for rehabilitation efforts within urban renewal areas, which were usually blighted central business districts. In 1989, the Montana Legislature amended the Montana Urban Renewal Law to enable municipalities to create special industrial districts which could employ tax

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<sup>1</sup> Great Falls International Airport History, [http://www.gtfairport.com/airport\\_info/history.html](http://www.gtfairport.com/airport_info/history.html)

increment financing to assist in the development and retention of secondary, value-adding industries. In doing so, the Legislature noted that the State of Montana wishes to encourage secondary, value-adding industrial manufacturing that uses Montana timber, mineral, oil and gas, coal and agricultural resources in the production of goods in the State. The legislation recognized that secondary, value-adding industries, in order to be competitive in today's world economy, require expensive infrastructure that is beyond the means of most Montana communities. Senate Bill 472 resulted in Section 7-15-4299 Montana Code Annotated (MCA), originally codified in 1989 and amended in 2007. This law enables communities to assist in industrial development in areas that are deemed to be infrastructure deficient. Tax increment financing may now be used for improvements as defined in 7-15-4288 MCA.

In March of 2008, the Montana Department of Revenue, under its administrative rule making authority, more specifically defined "secondary industries" as those that use mechanical or chemical processes to transform materials or substances into new products in the manner defined as manufacturing in the North American Industry Classification System Manual. These industries engage in the:

- processing of raw materials, such as minerals, ore, oil, gas, coal, agricultural products, and forestry products; or
- processing of semi-finished products that are used by the industry as a raw material in further manufacturing.

"Value-added" is defined as an increase in the worth of the raw or semi-finished product that results from a mechanical or chemical transformation and may not be attributable to a mere increase in existing production.

In order to make use of this innovative economic development strategy, the City of Great Falls must adopt an industrial development plan which defines the specific geographic area within which the tax increment will be measured and reinvested. Further, the plan must outline those activities that the local government intends to undertake in order to successfully develop (or retain) value-adding industrial activity.

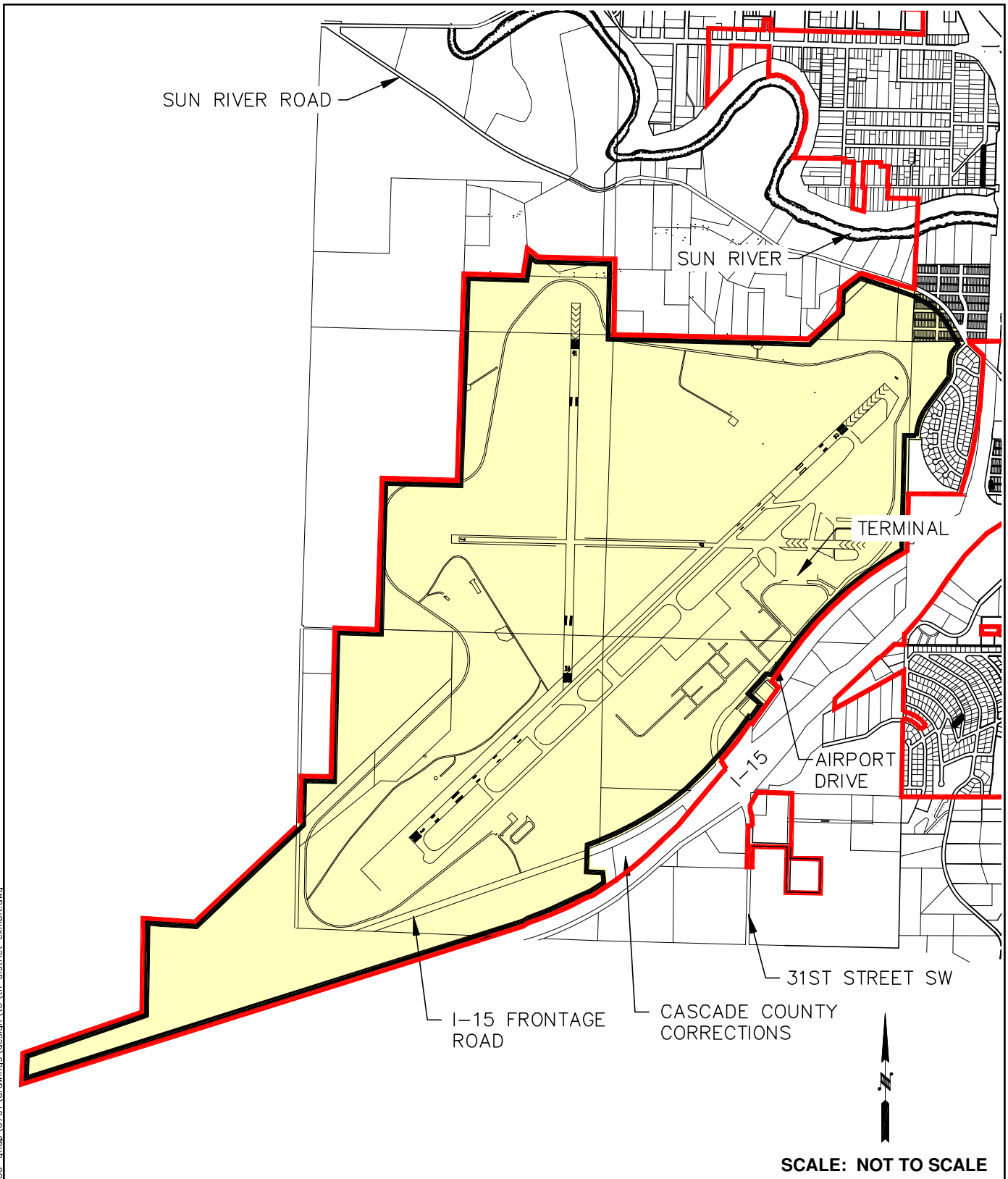
## **2. DISTRICT DESCRIPTION**



The GFIA is situated at the western limits of Great Falls, Montana in Cascade County and is located entirely within the Great Falls corporate limits.

### Location Map


Figure 1 illustrates the proposed area of the Great Falls International Airport TIFID. (A separate Exhibit B contains the legal description of the Airport).

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	<b>DISTRICT BOUNDARY</b>
	<b>CITY LIMITS</b>

**PROPOSED GREAT  
FALLS AIRPORT TIFID  
DISTRICT**

 <p><b>SE Stalling Engineers, Inc.</b> Phone: (406)452-8600 Fax: (406)452-8700</p>
<p><b>FIGURE 1</b></p>



### 3. EXISTING INFRASTRUCTURE ANALYSIS

The existing infrastructure at the GFIA includes a combination of public and private utility services built in response to growth and needs at the Airport. These are summarized in Figures 2-5.

Figure 2 shows current City water and sanitary sewer utilities. The Airport's location and elevation, well above all treatment facilities, dictates the location of lift stations and the distances required to service mains. Key water connections exist at three separate locations into the GFIA. All sanitary sewer lines are channeled into the single sewer main connection, just north of the Airport Interchange on Interstate 15.

Figures 3A and 3B show both the public roads and the City storm drain facilities. The Airport generally drains toward the north, and provides on-site storm water detention which is a permitted-industrial release site, through the Montana Department of Environmental Quality (DEQ). Storm water is discharged at the north end of the Airport into the Sun River. The single connection to the road network is at I-15 Interchange # 277 with Airport Drive.

As the sole access road into the GFIA, Airport Drive also provides traffic distribution for the majority of airside and all landside facilities. Airport Drive is primarily a two-lane, urban street with some supplemental turning lanes. Design and operating speeds are less than 35 miles per hour (mph). Airport Drive serves as the sole emergency access to and from the Airport and currently serves all vehicle types, with a mix ranging from large semi-trailers to passenger cars. The I-15 Frontage Road also provides access to the undeveloped, southern portion of the Airport lands, on a two-lane rural roadway. In an agreement with the City of Great Falls, the GFIA provides street maintenance on Airport Drive and other, public streets that serve the terminal and freight areas.

The Airport Perimeter Road circumnavigates the fenced (secured, airside of the Airport). Due to aviation security requirements, this roadway is considered a private roadway and has no public access. It is primarily a narrow, two-lane, paved surface with no signing, striping or shoulders.

Natural gas service lines provided by Energy West are shown in Figure 4. This current system extends along Airport Road from the Terminal/MANG areas to the north Airport boundary, terminating at the FedEx facility.

Figure 5 shows Northwestern Energy's electric lines and available communication service. Although numerous electric lines are shown along the runways, these service

lines are not considered for extension to future development. Local and long-distance telephone connections are currently available at the Terminal and developed areas. Both fiber optic and cable connections exist on the east (non-airport) side of I-15 with some fiber lines extending to specific buildings (MANG, Federal Aviation Administration, etc) within the GFIA.

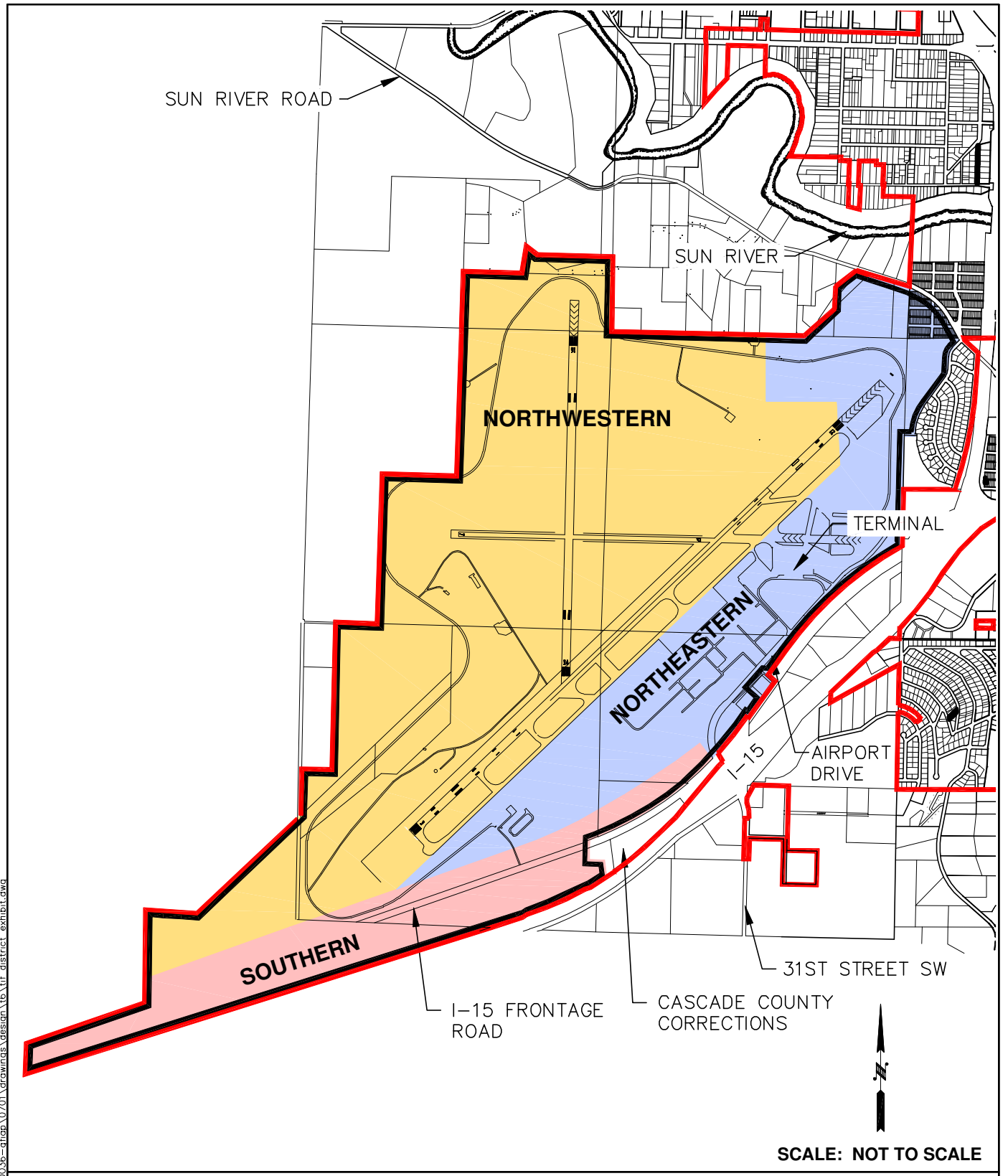
#### **4. INFRASTRUCTURE DEFICIENCIES FOR TARGETED SECONDARY, VALUE-ADDING INDUSTRIES**



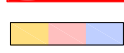
The development of secondary, value-adding industries in the TIFID will require adequate infrastructure -- roads, sewer, water, electricity and communications. A review of the existing infrastructure and the infrastructure needed for the development of secondary, value-adding industries within the TIFID reveals the following deficiencies, which are presented by sub area within the proposed TIFID.

Figure 6 shows three geographic areas within the TIFID that currently provide similar infrastructure services. These areas were established to summarize the infrastructure deficiencies for the development of secondary, value adding industries within the TIFID.



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	DISTRICT BOUNDARY
	CITY LIMITS
	INFRASTRUCTURE DISCUSSION AREAS

**PROPOSED GREAT FALLS AIRPORT TIFID DISTRICT**

**SE** **Stalling Engineers, Inc.**  
 Phone: (406)452-8600 Fax: (406)452-8700

FIGURE 6

### Deficiencies by Area

The Northeastern Area (from the I-15 interchange, north to the FedEx complex) of the TIFID is well served by all infrastructure, except roads and communication infrastructure. The road infrastructure is limited by the lack of dual access and the capacity limits of a single, two-lane, low-speed road for all Airport access.

- Cable and fiber-optic service do not exist as services have not been extended across the Interstate to serve any of the Airport or TIFID areas at the time of this evaluation.

The Southern Area (generally south of Airport Drive and directly along the I-15 Frontage Road) has service connections at the east edge, but few extensions along the Frontage Road corridor.

- Electricity, telephone, water and sanitary sewer services are available at the east edge but would require main (or transmission line) extensions along the Frontage Road corridor.
- Gas and storm sewer would need to be connected to existing distribution systems. Gas would likely connect to existing systems in the Northeastern Area via an extension along the Frontage Road corridor. Storm systems could connect into either the Northeastern or Northwestern Areas, depending upon design needs.
- The road infrastructure provides reasonable access through this area but does not have intersection improvements (turn lanes, driveway approaches, traffic signals, lighting or roundabouts). Because the Frontage Road is under the Montana Department of Transportation (MDT) jurisdiction, additional access changes will be required to meet MDT access and design standards. The road infrastructure is also limited as Airport Drive provides the only emergency access (the Frontage Road does extend further south, but requires additional travel time that eliminates its feasibility as an emergency response route).
- Cable and fiber-optic service do not exist as services have not been extended across the Interstate to serve any of the Airport or TIFID areas at the time of this evaluation.

The Northwestern Area (all areas west of the main runway) essentially has no infrastructure suitable for industrial development. New connections to all infrastructure would be required for industry, including major extensions for:

- Water mains and service (including possible upgrading of Gore Hill systems for fire demand, which could include pump station, storage and distribution)
- Sanitary mains and distribution (including the possible addition of a lift station)
- Storm Drain Systems
- Roadway Systems (access to development and improvements to Frontage Road and/or Airport Drive)

- Gas (main and distribution lines)
- Electrical Service (transmission and distribution lines)
- Telephone Service
- Cable and fiber-optic service do not exist as services have not been extended across the interstate to serve any of the airport or TIFID areas at the time of this writing.

## 5. INDUSTRIAL DEVELOPMENT ACTIVITIES TO BE UNDERTAKEN

Once the TIFID is established, the Great Falls International Airport Authority, in concert with the City of Great Falls, will work to foster industrial economic development within the District. This program will be multifaceted and will include market analysis, capital improvement planning, industry recruitment, and project financing and implementation.

### Identification of secondary, value-adding industries

The Authority has identified industries that could be targeted for development within the proposed TIFID. This list of industries is based on the following analysis, as provided by the Authority:

*...industry groups, or clusters, have been identified as target industries for on-airport development. These industry clusters have a propensity to locate business activities on airports or immediately adjacent to airports, depending on airport land availability. Industry clusters were identified based on airport development trends throughout North America. It should be noted that these industry clusters are not specifically related to airport and aircraft services or visitor industry services. Rather, these industry clusters locate on an airport to take advantage of access to airside facilities such as air cargo facilities, aircraft aprons, taxiways and runways. By locating on the airport, these industries reduce, if not eliminate, time in trucking cross-city or –region, as well as being well positioned to receive air cargo and personnel.*

The list of potential industries is presented in Table 1, as follows.

Table 1. Potential Industries for Attraction

NAICS Code	Industry
334511	Search, Detection, Navigation, Guidance, Aeronautical, & Nautical System & Instrument Manufacturing
336411	Aircraft Manufacturing and Refurbishing
336412	Aircraft Engine and Engine Parts Manufacturing
336413	Other Aircraft Parts and Auxiliary Equipment Manufacturing
336414	Guided Missile and Space Vehicle Manufacturing
336415	Guided Missile and Space Vehicle Propulsion Unit and Propulsion Unit Parts Manufacturing
336419	Other Guided Missile and Space Vehicle Parts and Auxiliary Equipment Manufacturing
334111	Electronic Computer Manufacturing
334112	Computer Storage Device Manufacturing
334113	Computer Terminal Manufacturing
334119	Other Computer Peripheral Equipment Manufacturing
334210	Telephone Apparatus Manufacturing
334220	Radio and Television Broadcasting and Wireless Communications Equipment Manufacturing
334290	Other Communications Equipment Manufacturing
334310	Audio and Video Equipment Manufacturing
334412	Bare Printed Circuit Board Manufacturing
334413	Semiconductor and Related Device Manufacturing
334414	Electronic Capacitor Manufacturing
334418	Printed Circuit Assembly (Electronic Assembly) Manufacturing
334419	Other Electronic Component Manufacturing
333295	Semiconductor Machinery Manufacturing

Further research and analysis will be required to determine which of these industries can be actively recruited based on market conditions and Great Falls’ unique position in the market place. Issues such as energy costs related to operations and transportation, distance from markets and overall industry trends, as well as infrastructure requirements will help determine industries to be targeted.

Capital Improvements Planning and Implementation

The Great Falls International Airport Authority will undertake the necessary planning required to identify more particularly the infrastructure required to support the development of targeted secondary, value-adding industries. This planning effort will address necessary capital improvements and the associated costs. Infrastructure design

and development could include roads and other transportation infrastructure, pedestrian ways, sewage pre-treatment, sewer lines, water mains, utilities, street lighting and buildings.

### TIFID Program Design

Once targeted industries and required capital improvements have been more clearly identified, the next step will be to develop the mechanisms to implement the overall TIFID program. Given that private industrial development will generate the property taxes necessary to finance a portion of the infrastructure development, recruitment and infrastructure development must occur hand in hand. It is likely that construction of public infrastructure will be financed through the sale of Tax Increment Bonds in combination with other state and federal funding programs. Tax increment financing mechanisms can include:

- Tax Increment Bonds – Tax increment revenues would be pledged to pay bond principal and interest annually. The size and term of the bond would depend on tax increment revenues available from private sector taxpayers within the TIFID. While Montana law provides that tax increment districts may only be authorized for 15 years, the time period may be extended to coincide with the term of a tax increment bond, but no longer than an additional 25 years. In most cases, it will be necessary for the private taxpayer(s) to enter into an agreement with the City of Great Falls to assure, for the term of the bond, the annual payment of all property taxes due or an equivalent amount if the taxpayer no longer holds property in the district. The amount of tax increment realized each year must be enough to cover all bond payments due, as well as an adequate reserve.
- Annual Tax Increment Appropriations – The City of Great Falls may finance smaller public infrastructure improvements from its annual tax increment receipts by appropriation. Funds available each year would be determined by the size of the annual increment and any prior commitments (such as bond debt service requirements and administrative costs).
- Conventional Financing – The City of Great Falls may borrow funds from commercial lending institutions in order to finance public infrastructure improvements. Principal and interest on the loan will be paid by annual tax increment revenues. A conventional loan agreement will not, however, extend the authorized 15 year time period for a TIFID.

Per 7-15-4291 MCA, the City of Great Falls may enter into agreements with the other affected taxing bodies to remit to such taxing bodies any portion of the annual tax increment not currently required for the payment of the costs listed in 7-15-4288 MCA or pledged to the payment of the principal of premiums, if any, and interest on bonds.

### Industry Recruitment

Once the District is established, local staff and resources and/or consultant services could be used to assist in the development of business plans, market studies and general research to recruit secondary, value-adding industries to the TIFID. Once the District starts generating revenue, TIFID funds may be directed to these activities as well.

### Partnership Development

The TIFID program will rely on cooperative efforts among the City of Great Falls, the Airport Authority and other development organizations to achieve its goal of fostering industrial development. In many cases, these cooperative partners will work jointly on market analyses, business recruitment and capital improvements planning. Also, as noted above, it will be necessary to work with other local, state and federal entities in providing additional financing and matching funds to build industrial infrastructure in the TIFID. Potential partnerships can be forged using a variety of programs and funding mechanisms. A sampling of these includes:

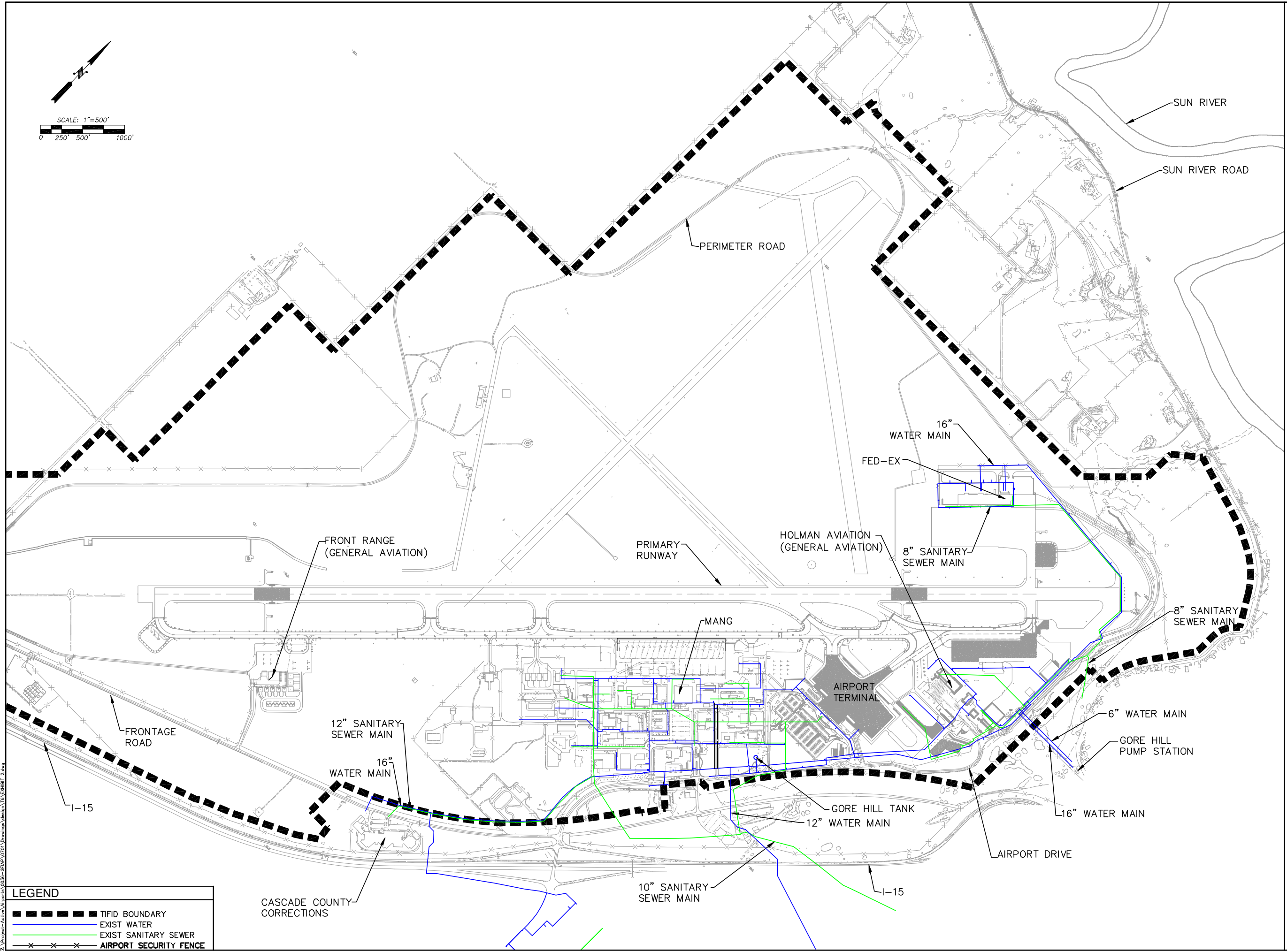
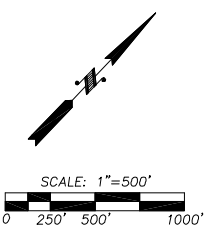
#### **Programs**

- The Treasure State Endowment Program (Montana)
- Community Development Block Grant (U.S. Department of Urban Development)
- The Montana Intercap Program
- Economic Development Administration (U.S. Department of Commerce)
- *Water, Wastewater and Solid Waste Action Coordinating Team* (a group of professionals from state, federal, and non-profit organizations that finance, regulate, or provide technical assistance for community water and wastewater systems)
- Community Transportation Enhancement Program – Under 23 USC 133 (d) (2) (Federal Code), 10 percent of the Surface Transportation Program monies are awarded to each state for transportation enhancements.

#### **Funding Mechanisms**

- Local mill levies for transportation infrastructure (7-14-4101 MCA)
- Transportation Improvement Authority (7-14-1001, MCA)
- Special Improvement Districts (7-12-4101 MCA)
- Debt Financing – Cities can make use of various kinds of debt financing to fund industrial development projects. These include general obligation bonds, special improvement district bonds and revenue bonds as well as Tax Increment Financing Bonds.
- State Fuel Tax (15-70-101MCA)





**LEGEND**

	TIFID BOUNDARY
	EXIST WATER
	EXIST SANITARY SEWER
	AIRPORT SECURITY FENCE

**SE**  
**Stalling**  
**Engineers, INC.**  
 614 Park Drive South  
 Great Falls, MT 59405  
 Phone: (406)452-8600  
 Fax: (406)452-8700

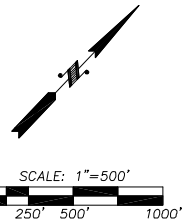
**GREAT FALLS INTERNATIONAL AIRPORT**  
**TIFID DISTRICT**  
 GREAT FALLS, MONTANA

**EXISTING**  
**INFRASTRUCTURE**  
**EXHIBIT**  
**WATER & SEWER**

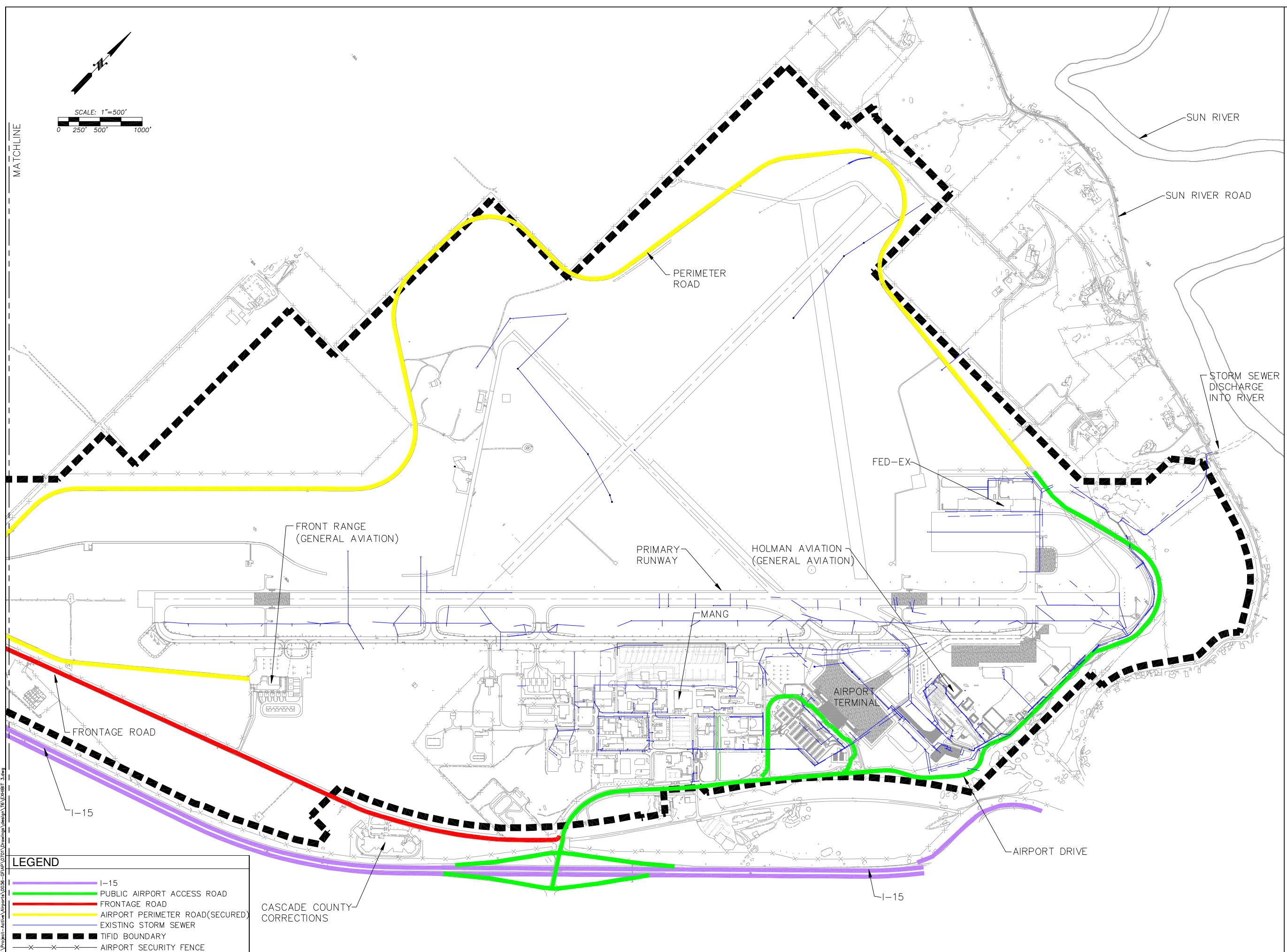
Project Number: 0036-0701-T6  
 Civil Eng. & Surveying  
 Design: P.M.H. Drawn by: K.J.H.  
 P.M.H. Date: 8/22/08  
 Sheet number  
**FIGURE 2**

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MATCHLINE



**LEGEND**

	I-15
	PUBLIC AIRPORT ACCESS ROAD
	FRONTAGE ROAD
	AIRPORT PERIMETER ROAD (SECURED)
	EXISTING STORM SEWER
	TIFD BOUNDARY
	AIRPORT SECURITY FENCE

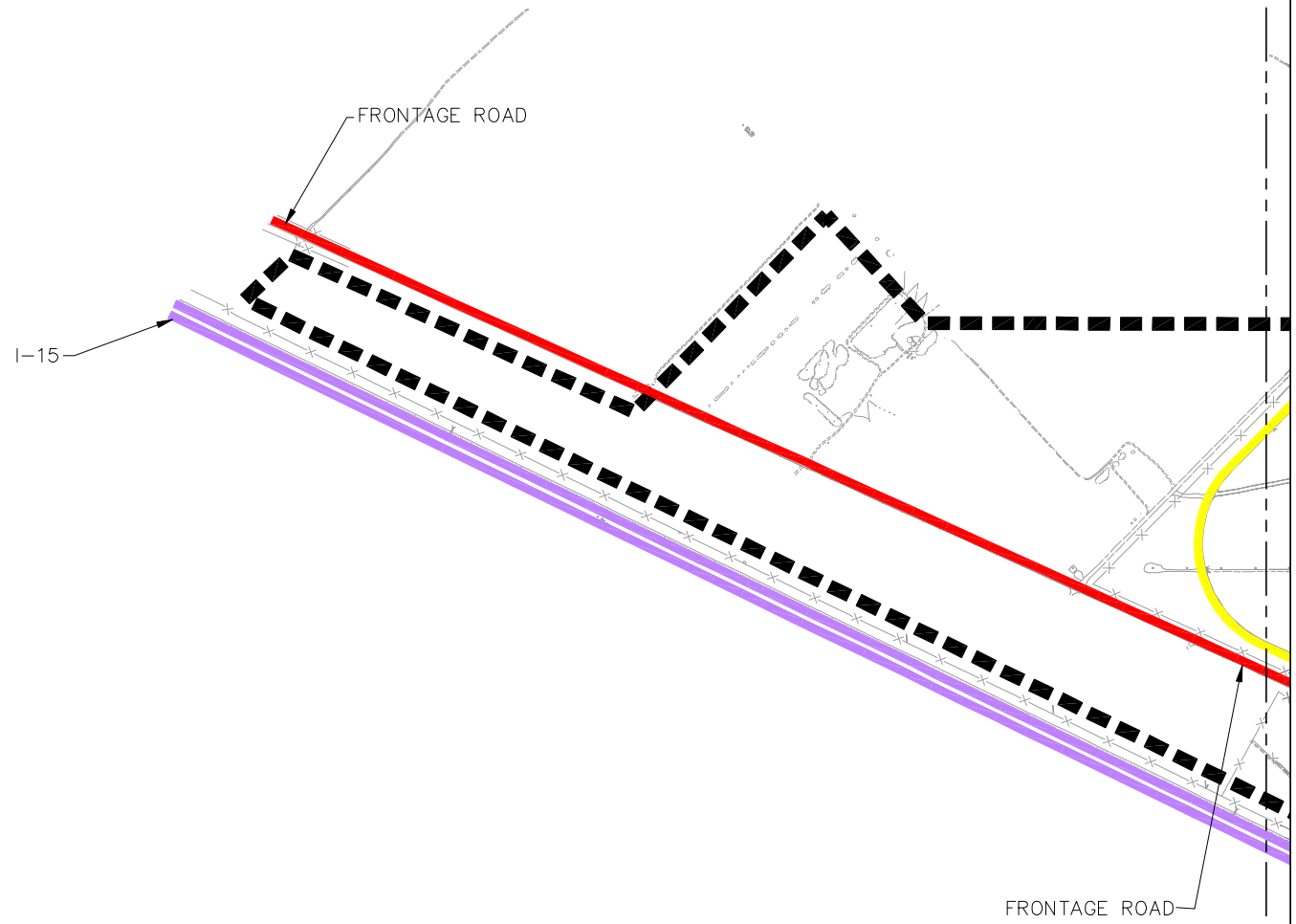
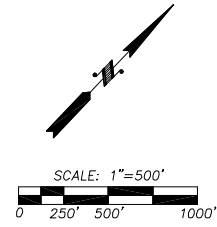
CASCADE COUNTY CORRECTIONS

**SE**  
**Stalling**  
**Engineers, INC.**  
 614 Park Drive South  
 Great Falls, MT 59405  
 Phone: (406)452-8600  
 Fax: (406)452-8700

**GREAT FALLS INTERNATIONAL AIRPORT**  
**TIFD DISTRICT**  
 GREAT FALLS, MONTANA

**EXISTING**  
**INFRASTRUCTURE**  
**EXHIBIT**  
**ROADS & STORM**  
**DRAINAGE**

Project Number: 0036-0701-T6  
 Cadd. Date: 8/22/08  
 Design: PWH  
 Date: 8/22/08  
 Sheet number: FIGURE 3A



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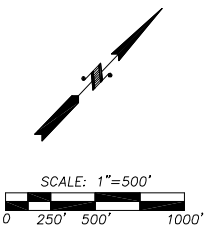
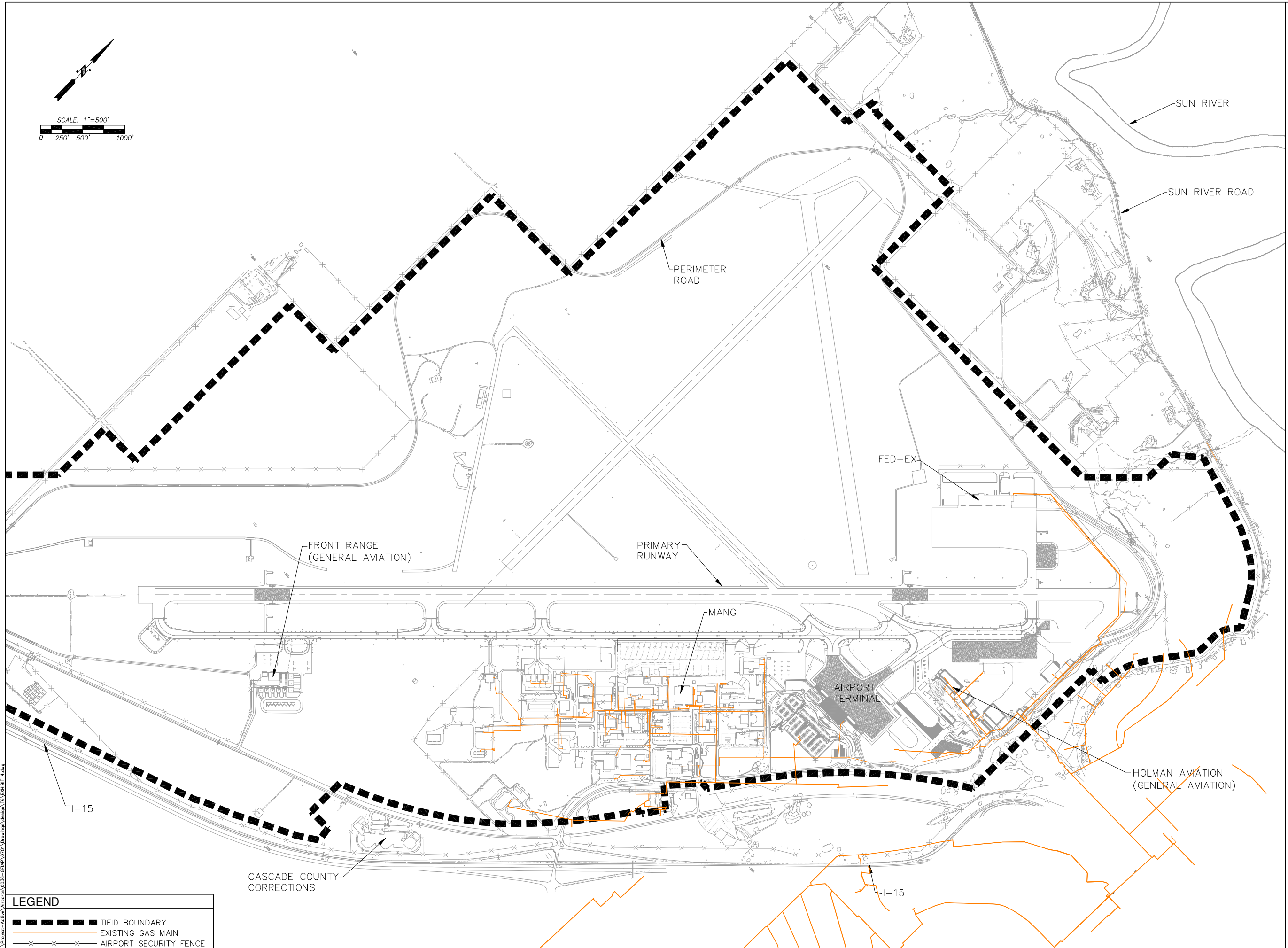
LEGEND	
	I-15
	PUBLIC AIRPORT ACCESS ROAD
	FRONTAGE ROAD
	AIRPORT PERIMETER ROAD(SECURED)
	EXISTING STORM SEWER
	TIFID BOUNDARY
	AIRPORT SECURITY FENCE

**SE**  
**Stalling**  
**Engineers, Inc.**  
 614 Park Drive South  
 Great Falls, MT 59405  
 Phone: (406)452-8600  
 Fax: (406)452-8700

**GREAT FALLS INTERNATIONAL AIRPORT**  
**TIFID DISTRICT**  
 GREAT FALLS, MONTANA

**EXISTING**  
**INFRASTRUCTURE**  
**EXHIBIT**  
**ROADS & STORM**  
**DRAINAGE**

Project Number: 0036-0701-T6  
 Cust. des. by: [blank] Drawn by: [blank]  
 Designed by: PWH Checked by: XJH  
 Plot scale: AS SHOWN Date: 8/22/08  
 Sheet number: FIGURE 3B



**SE**  
**Scaling**  
**Engineers, Inc.**  
 614 Park Drive South  
 Great Falls, MT 59405  
 Phone: (406)452-8600  
 Fax: (406)452-8700

**GREAT FALLS INTERNATIONAL AIRPORT  
 TIFD DISTRICT  
 GREAT FALLS, MONTANA**

**EXISTING  
 INFRASTRUCTURE  
 EXHIBIT  
 NATURAL GAS**

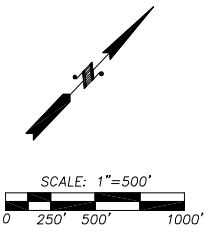
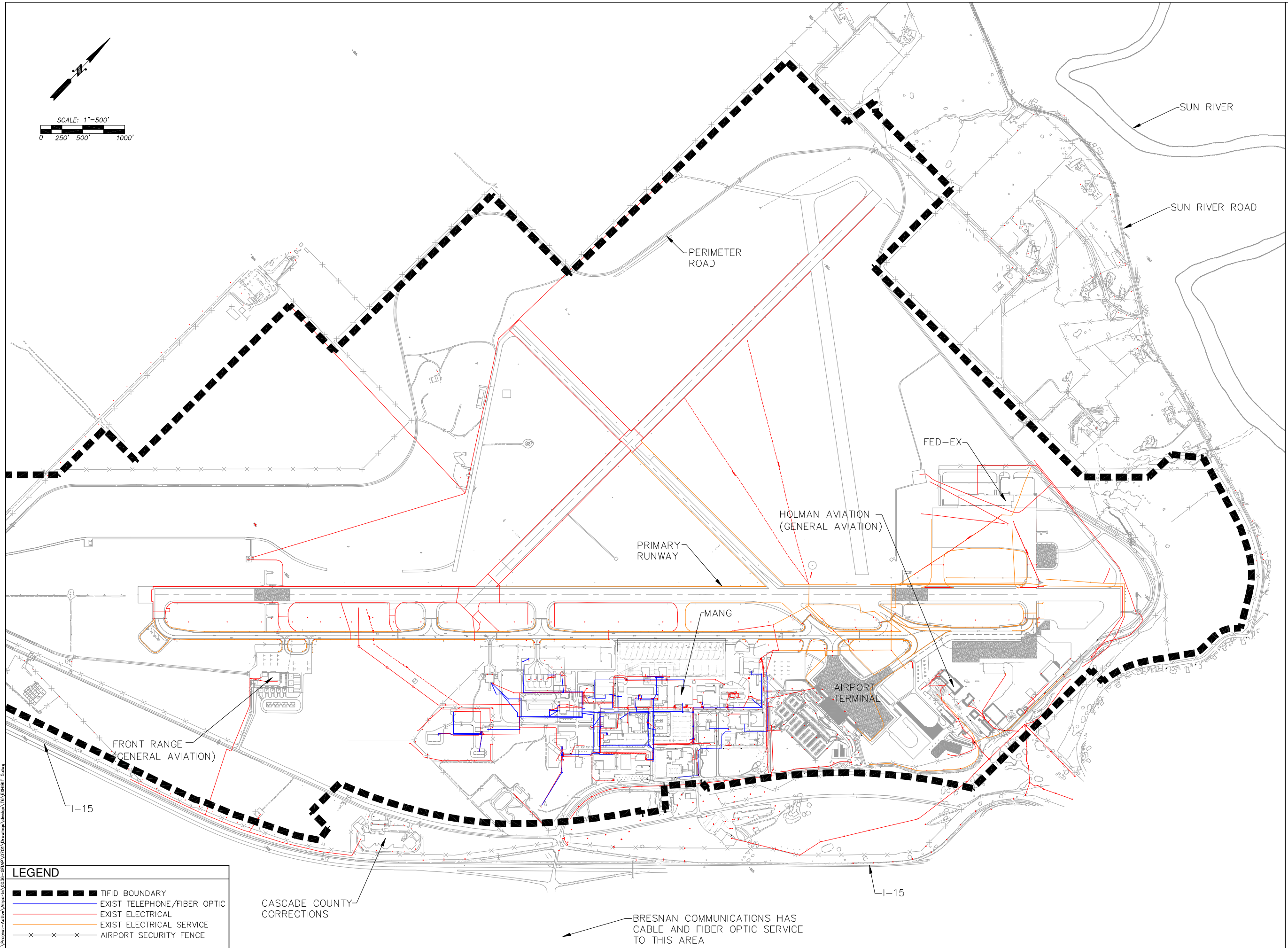
**LEGEND**

	TIFD BOUNDARY
	EXISTING GAS MAIN
	AIRPORT SECURITY FENCE

Project Number:	0036-0701-T6
Code des. #	EXHIBIT 4.dwg
Drawn by:	
Designed by:	PWH
Plot scale:	AS SHOWN
Date:	8/22/08
Sheet number	FIGURE 4

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**LEGEND**

	TIFD BOUNDARY
	EXIST TELEPHONE/FIBER OPTIC
	EXIST ELECTRICAL
	EXIST ELECTRICAL SERVICE
	AIRPORT SECURITY FENCE

CASCADE COUNTY CORRECTIONS

BRESNAN COMMUNICATIONS HAS CABLE AND FIBER OPTIC SERVICE TO THIS AREA

**SE**  
**Stalling**  
**Engineers, INC.**  
 614 Park Drive South  
 Great Falls, MT 59405  
 Phone: (406)452-8600  
 Fax: (406)452-8700

PROJECT TITLE  
**GREAT FALLS INTERNATIONAL AIRPORT  
 TIFD DISTRICT  
 GREAT FALLS, MONTANA**

**EXISTING  
 INFRASTRUCTURE  
 EXHIBIT  
 ELECTRICAL &  
 COMMUNICATIONS**

Project Number: 0036-0701-T6  
 Cadd dra: [blank] Drawn by: [blank]  
 Exhibit 5.dwg  
 Designed by: PWH Checked by: XJH  
 Plot scale: AS SHOWN Date: 8/22/08  
 Sheet number  
**FIGURE 5**

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**Item:** Resolution 9780 Rescinding Amended Resolution 9749  
**From:** Cheryl Patton, Assistant City Manager  
**Initiated By:** City Commission  
**Presented By:** Cheryl Patton, Assistant City Manager  
**Action Requested:** Adopt Resolution 9780

---

**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (adopt/deny) Resolution 9780.

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

---

**Staff Recommendation:** After discussion at the Work Session on September 2, 2008, it was the direction of the City Commission for staff to prepare an agenda item to consider rescinding Amended Resolution 9749 which created an Animal Ordinance/Shelter Operations Advisory Committee.

**Background:** Recommendations were made by Kim Staton, Animal Welfare Expert, and Elizabeth Baker, the City’s Special Examiner, to establish an animal advisory committee to review complaints regarding the City’s operation of the shelter. On June 17, 2008, Amended Resolution 9749 was passed creating an animal ordinance/shelter operations advisory committee. The committee would be charged with advising the City Commission on issues concerning animal ordinances and animal shelter operations. Resolution 9749 outlined the committee composition to include best efforts to appoint two members recommended by the Human Society of Cascade County, two members recommended by the Animal Foundation of Great Falls, and three members appointed from the elected Neighborhood Council members.

However, neither the Animal Foundation nor the Humane Society of Cascade County have submitted recommendations for appointment. The only applications that have been received were from three interested Neighborhood Council members. Therefore it is questioned whether such an advisory committee is necessary or desired at the present time.

**Fiscal Impact:** None.

**Alternatives:** The City Commission could deny said request.

**Attachments/Exhibits:** Resolution 9780

**RESOLUTION 9780**

**A RESOLUTION TO RESCIND AMENDED RESOLUTION 9749  
CREATING AN ANIMAL ORDINANCE/SHELTER OPERATIONS  
ADVISORY COMMITTEE TO ADVISE ON THE ROLE OF THE CITY  
OF GREAT FALLS PERTAINING TO ANIMAL ORDINANCES AND  
SHELTER OPERATIONS**

**WHEREAS**, on June 17, 2008, the City Commission passed Amended Resolution 9749 Creating an Animal Ordinance/Shelter Operations Advisory Committee to Advise on the Role of the City of Great Falls Pertaining to Animal Ordinances and Shelter Operations; and

**WHEREAS**, the Committee was to consist of seven members that shared an interest in animal issues. The City Commission endeavored to appoint two members recommended by the Animal Foundation, two members recommended by the HSCC Board of Directors, three members from the current roster of elected Neighborhood Council members.

**WHEREAS**, neither the Animal Foundation, nor the Humane Society of Cascade County has submitted recommendations for appointment and only three applications have been received.

**NOW, THEREFORE, BE IT RESOLVED** that the City Commission of the City of Great Falls, Montana, does hereby rescind Amended Resolution 9749 in its entirety.

PASSED by the Commission of the City of Great Falls, Montana, on this 6<sup>th</sup> day of October, 2008.

---

Dona R. Stebbins, Mayor



ATTEST:

---

Lisa Kunz, City Clerk

(SEAL OF CITY)

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 hereby certify that the forgoing Resolution No. 9780 was placed on its final passage and passed by the Commission of the City of Great Falls, Montana at a meeting thereof held on the 6<sup>th</sup> day of October, 2008, and approved by the Mayor of said City, on the 6<sup>th</sup> day of October, 2008.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said City this 6<sup>th</sup> day of October, 2008.

---

Lisa Kunz, City Clerk

(SEAL OF THE CITY)



**Item:** Resolution No. 9782 Re-Establishing Insurance and Bond Requirements Required By Contractors

**From:** Engineering Division

**Initiated By:** Public Works and Fiscal Services Departments

**Presented By:** Jim Rearden, Public Works Director

**Action Requested:** Adopt Resolution No. 9782

---

**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission Adopt Resolution No. 9782, repealing Resolution 9295.”

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

---

**Staff Recommendation:**

It is staff’s recommendation to Adopt Resolution No. 9782, repealing Resolution No. 9295.

**Background:**

Research has been done on the various licenses and the type of work associated with these licenses. The limits were re-established for individual licenses in the Community Development Department in March of 2003. The City Commission adopted Resolution 9295, repealing Resolution 9160 on March 4, 2003 setting the new limits.

The fees and the limits will remain the same. However, on Street Openings and Sidewalk removal/replacement bonds will be increased from a one year to a two year bond. Any Drain Laying that is combined with street openings and sidewalk removal/replacement will also be increased to a two year bond.

Staff concludes that there are no significant impacts associated with the additional year requirement for the bond. The majority of contractors already have a two year bond or a bond that has no expiration date.

The purpose of the increase in the bond limit is to help ensure that Street Openings, Drain Laying and Sidewalk Removal/Replacement are done correctly. In the past, street openings or sidewalks have sometimes failed after the one year time frame has elapsed, but within the two year proposed time frame. This action will allow the

City to ensure these projects are done satisfactorily and ensure the safety of the public. It also provides the City with a tool to initiate actions which will result in a project correction, without any additional cost to the City.

**Concurrences:**

Other departments including Engineering and the Street Department have been consulted regarding the updated requirement. All have reacted favorably.

**Fiscal Impact:**

By updating these requirements the City will be able to assure that projects are finished correctly and if not, have a recourse to fall back on for repair.

**Alternatives:**

If there are justifiable reasons to do so, the City Commission could deny the requested action and keep the one year bond in place.

**Attachments/Exhibits:**

Resolution No. 9782  
Exhibit A – Licensing Recap

**RESOLUTION 9782**

**A RESOLUTION ESTABLISHING INSURANCE AND  
BOND REQUIREMENTS REQUIRED BY CONTRACTORS**

**WHEREAS**, Ordinance 2801 was adopted amending OCCGR 12.12.040; 12.12.050; 15.01.041; 15.09.023; 15.10.022 AND 15.11.060; and

**WHEREAS**, many limits currently required are old and outdated leaving the City and the citizens of Great Falls exposed to unnecessary liability; and

**WHEREAS**, it is in the best interest to establish insurance and bond limits by resolution, not only to be consistent with current City practices, but to assist in keeping the insurance requirements up-to-date.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, THAT** the requirements for insurance and bond limits be established as depicted in Exhibit A.

PASSED by the Commission of the City of Great Falls, Montana, on this 6<sup>th</sup> day of October, 2008.

\_\_\_\_\_  
Dona R. Stebbins, Mayor

ATTEST:

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

(SEAL OF CITY)

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 hereby certify that the foregoing Resolution 9782 was placed on its final passage and passed by the Commission of the City of Great Falls, Montana, at a meeting thereof held on the 6<sup>th</sup> day of October, 2008, and approved by the Mayor of said City on the 6<sup>th</sup> day of October, 2008.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said City this 6<sup>th</sup> day of October, 2008.

---

Lisa Kunz, City Clerk

(SEAL OF CITY)

**EXHIBIT A**

**LICENSING RECAP –**

The following licenses shall provide a certificate of insurance by a company authorized to do business in the State of Montana for Commercial General Liability on an Occurrence Basis, Automobile Liability and Workers' Compensation including Employer's Stop Gap Liability with the following limits:

**Commercial General Liability**

Each Occurrence	\$1,000,000
Fire Damage (any one fire)	50,000
Med. Exp. (Any one person)	5,000
Personal & Adv Injury will	1,000,000
General Aggregate	1,000,000
Products – Comp/Op Agg	1,000,000

**NOTE:**

**Excess Liability:**

If the limits on the left are not sufficient on the certificate of insurance, check for Excess Liability. If they have it, add it to the limits listed and this give you the total amount of coverage.

**Automobile Liability**

Includes Scheduled, Hired & Non-Owned Autos	\$500,000
---	-----------

**Workers' Compensation**

**Employer's Stop Gap Liability** with limits of \$100,000, \$500,000 & \$100,000 or **Exempt Form**

LICENSE	FEE	BOND (Must include a Compliance Guarantee; a Good Faith Guarantee and an Indemnity Guarantee)	COMMENTS
Medical Gas	\$50.00/year	\$5,000.00	Licensing for calendar year
Drain Laying	\$60.00/year	\$5,000.00 – <b>Must be a minimum two year bond if combined with a Street Opening or Sidewalk Permit</b>	Licensing for calendar year
Plumbing	\$100.00/year	\$5,000.00	Licensing for calendar year
Gas Fitting Individual needs 2 years experience before testing	\$50.00/year	\$5,000.00	Licensing for calendar year
Elevator	\$100.00/year	\$5,000.00	Licensing for calendar year
Street Opening & Sidewalk If combined with Drain Laying – Use Drain Laying Insurance Limits	\$55.00/year	\$5,000.00 – <b>Bond must be a minimum two year bond to comply with City Code 12.12.060 (B).</b>	Licensing for calendar year
House Moving	\$100.00/year	\$25,000.00	Licensing for calendar year
Electrical	\$100.00/year	\$5,000.00 First two years of licensing	Licensing for calendar year
Sign A	\$100.00/year	\$5,000.00	Licensing for calendar year
Sign B	\$50.00/year	\$5,000.00	Licensing for calendar year
Bench Signs	See location fees	\$5,000.00	Licensing for calendar year

Regular City Commission Meeting

Mayor Stebbins presiding

**CALL TO ORDER:** 7:00 PM

**PLEDGE OF ALLEGIANCE**

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

**PROCLAMATIONS:** Mayor Stebbins read proclamations for American Indian Heritage Week, Constitution Week, National Public Lands Day and Vets4Vets.

**PRESENTATION:** Mayor Stebbins announced that New Directions postponed its presentation.

**NEIGHBORHOOD COUNCILS**

- NC 8.
1. **Karen Grove, NC 8**, requested that the Commission's action on rezoning City-owned land on 38<sup>th</sup> Street North and River Drive be postponed until after the NC 8 meeting on September 18.

**PUBLIC HEARINGS**

- Res. 9767. Adopted.
2. **RESOLUTION 9767, LEVY SPECIAL ASSESSMENTS ON PROPERTIES WITHIN SPECIAL IMPROVEMENT LIGHTING DISTRICT, CITY-OWNED RESIDENTIAL LIGHTING NO. 1308.**

Fiscal Services Director Coleen Balzarini reported that the developer of Eagles Crossing Phases II and III requested that the City install 13 lights in this area. The lights have been installed. It is necessary for the property owners to pay for the cost of the installation as well as an annual maintenance fee. Ms. Balzarini requested that the City Commission conduct a public hearing and approve the resolution in order for City staff to assess the costs on the properties.

Mayor Stebbins asked for the direction of the City Commission.

**Commissioner Bronson moved, seconded by Commissioner Rosenbaum, that the City Commission adopt Resolution 9767.**

Mayor Stebbins declared the public hearing open. No one spoke in favor of or opposition to Resolution 9767.

Hearing no public comment, Mayor Stebbins declared the public hearing



closed.

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

Motion carried 4-0.

**Res. 9768. Adopted.**

**3. RESOLUTION 9768, LEVY SPECIAL ASSESSMENTS ON PROPERTIES WITHIN SPECIAL IMPROVEMENT LIGHTING DISTRICT, CITY-OWNED RESIDENTIAL LIGHTING NO. 1310.**

Fiscal Services Director Coleen Balzarini reported that this is a new lighting district in Meadowlark Addition No. 5. The City installed twelve 100 watt high pressure sodium lights. Ms. Balzarini requested that the City Commission conduct a public hearing and allow staff to assess for the cost of installation as well as the annual maintenance fee on this lighting district.

Mayor Stebbins asked for the direction of the City Commission.

**Commissioner Rosenbaum moved, seconded by Commissioner Bronson, that the City Commission adopt Resolution 9768.**

Mayor Stebbins declared the public hearing open. No one spoke in favor of or opposition to Resolution 9768.

Hearing no public comment, Mayor Stebbins declared the public hearing closed.

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

Motion carried 4-0.

**Res. 9769. Adopted.**

**4. RESOLUTION 9769, LEVY AND ASSESS SPECIAL IMPROVEMENT LIGHTING DISTRICTS.**

Fiscal Services Director Coleen Balzarini reported that Resolution 9769 is to assess the annual maintenance fee only on all of the existing lighting districts. The anticipated cost for the maintenance fees, electricity, transmission distribution and pole maintenance is \$1,277,587. Ms. Balzarini requested that the City Commission conduct a public hearing and approve the resolution to allow these properties to be assessed.

Mayor Stebbins asked for the direction of the City Commission.

**Commissioner Bronson moved, seconded by Commissioner Rosenbaum, that the City Commission adopt Resolution 9769.**

Mayor Stebbins declared the public hearing open. No one spoke in favor of Resolution 9769. Speaking in opposition to Resolution 9769 was **Mike Witsoe**, 2612 1<sup>st</sup> Avenue South. Mr. Witsoe stated that he has noticed more lights out, and inquired if NorthWestern Energy was responsible for maintaining the lights. Ms. Balzarini explained that the poles are owned by NorthWestern Energy in those lighting districts. The City pays a maintenance fee to NorthWestern Energy. Ms. Balzarini recommended to Mr. Witsoe that he contact Judy Burg in the Fiscal Services Office to report outages and she will contact NorthWestern Energy to follow up, or to contact the NorthWestern Energy customer service number directly. Once NorthWestern Energy is aware of the outage, she reported that they have been prompt about repairs.

Hearing no further public comment, Mayor Stebbins declared the public hearing closed.

Motion carried 4-0.

**Ord. 3014. Adopted.**

**5. ORDINANCE 3014, TO CHANGE THE TITLE OF THE AIRPORT ZONING CLASSIFICATION FROM GFIA GREAT FALLS INTERNATIONAL AIRPORT TO AI AIRPORT INDUSTRIAL DISTRICT.**

Planning Director Ben Rangel reported that the Great Falls International Airport Authority has requested the zoning section of the City Land Development Code be amended to change the current title of the airport zoning classification from “GFIA Great Falls International Airport” district to “AI Airport Industrial” district. No other changes to the zoning section are proposed and the current airport zoning classification only applies to airport properties within the City.

This requested change is in preparation of creating a Tax Increment Financing Industrial District for the airport. The State statute governing creation of these districts requires the area to be zoned industrial.

On September 2, 2008, the City Commission set public hearing for this evening. After conducting the public hearing, Mr. Rangel requested that the City Commission adopt Ordinance 3014.

The City Zoning Commission unanimously recommends City Commission approval.

Mayor Stebbins asked for the direction of the City Commission.

**Commissioner Bronson moved, seconded by Commissioner Rosenbaum, that the City Commission adopt Ordinance 3014.**

Mayor Stebbins declared the public hearing open. No one spoke in favor of or opposition to Ordinance 3014.

Hearing no public comment, Mayor Stebbins declared the public hearing closed.

Motion carried 4-0.

**Ord. 3015. Public hearing continued and final action postponed until October 6, 2008.**

**6. ORDINANCE 3015, TO REZONE PARCEL MARK NO. P1, SECTION 5, T20N, R4E (CITY-OWNED PARCEL PREVIOUSLY USED AS COMPOST SITE).**

Mayor Stebbins reported that this item is to rezone Parcel Mark No. P1, Section 5, Township 20 North, Range 4 East, a City-owned parcel previously used as a compost site. After conducting a public hearing, the Commission is requested to adopt or deny Ordinance 3015.

Mayor Stebbins asked for the direction of the City Commission.

**Commissioner Jolley moved, seconded by Commissioner Bronson, that the City Commission postpone final action on Ordinance 3015 until October 6, 2008, to give Neighborhood Council 8 opportunity to discuss the proposed zone change.**

Mayor Stebbins asked if the motion was also to postpone the public hearing.

Due to the notice of public hearing on Ordinance 3015 having been advertised, Commissioner Jolley clarified her motion.

**Commissioner Jolley moved, seconded by Commissioner Bronson, that the City Commission conduct the public hearing on Ordinance 3015, and then continue the public hearing and postpone final action on Ordinance 3015 until October 6, 2008.**

Mayor Stebbins declared the public hearing open. Speaking in favor of Ordinance 3015 was **Kim Thiel-Schaaf**, on behalf of Brett Doney of the Great Falls Development Authority. Ms. Thiel-Schaaf explained that the GFDA recommended the proposed zone change to make the property more competitive. GFDA has shown the property to prospects and believes the zone change is compatible with the existing land uses in the area. She stated that the GFDA is in favor of postponing action on this Ordinance to allow NC 8 an opportunity to address this matter at its meeting and she will be in attendance to answer any questions.

Speaking in opposition to Ordinance 3015 was **Stuart Lewin**, 615 3<sup>rd</sup> Avenue North. Mr. Lewin stated that he is a member of a group called Missouri River Citizens. He was on a committee that drafted the Missouri River Corridor Plan. Although the Missouri River Corridor Plan does not

extend to the area covered here, Mr. Lewin believes the principals should still be applied to this particular area. He read two guiding principals and explained the reasons why he believed it would be a mistake to rezone this area.

**Mary Gettel**, 3419 Fairway Drive, stated that she attended the zoning meeting and it was never asked what NC 8 recommendation was. Ms. Gettel believes 38<sup>th</sup> Street is a nice buffer from the industrial area. She has concerns of increased traffic if the land were to be rezoned. Ms. Gettel recommended that the property be held in reserve for its highest and best use.

**Mike Witsoe**, 2612 1<sup>st</sup> Avenue South, concurred with the prior comments. Mr. Witsoe commented that he was not against development, but believes there will be traffic control issues if the property was rezoned.

Hearing no further public comment, Mayor Stebbins closed the public hearing at this time and restated that the public hearing will be continued to the next meeting.

Commissioner Jolley restated her clarified motion.

Motion carried 4-0.

**Adopted Res. 9772, and approved accompanying agreement.**

**7. RESOLUTION 9772, CONDITIONAL USE PERMIT TO ALLOW ANTENNAE ON WATER TANK AT DUDLEY ANDERSON PARK.**

Planning Director Ben Rangel reported that Verizon Wireless, through its agent, RealCom Associates, has applied for a conditional use permit to allow concealed antennas to be placed on the water tank at Dudley Anderson Park. Installation of an equipment building next to an existing utility building was also requested.

The Park is zoned POS Parks and Open Space, which allows telecommunication facilities upon processing and approval of a conditional use permit. The antennas would be attached to the sides of the water tank and would be concealed by panels painted to match the tank.

On August 19, 2008, the City Commission set public hearing for this evening. After conducting the public hearing, Mr. Rangel requested that the City Commission adopt Resolution 9772, which would grant a conditional use permit for the telecommunication facility, and to approve an agreement with specified terms and conditions for the facility.

The City Zoning Commission unanimously recommends City Commission approval.

Mayor Stebbins asked for the direction of the City Commission.

**Commissioner Bronson moved, seconded by Commissioner Rosenbaum, that the City Commission adopt Resolution 9772, and approve the accompanying agreement.**

Mayor Stebbins declared the public hearing open. Speaking in favor of Resolution 9772 was **Paul Slotemaker**, RealCom Associates, 621 SW Alder Street, Suite 300, Portland, Oregon. Mr. Slotemaker stated that he was available to answer any questions and he thanked staff for the report.

No one spoke in opposition to Resolution 9772.

Mayor Stebbins declared the public hearing closed.

Motion carried 4-0.

### OLD BUSINESS

### NEW BUSINESS

**Amendments to Water Rights and Authorization for City Manager to Execute Documents for Submittal to DNRC. Approved.**

**8. AMENDMENTS TO WATER RIGHTS 41Q-105494, 41Q-123409, 41Q-105493, 41Q-110040 AND AUTHORIZATION FOR CITY MANAGER TO EXECUTE DOCUMENTS FOR SUBMITTAL TO DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION RELATED TO THE AMENDMENTS.**

Fiscal Services Director Coleen Balzarini provided a brief summary of the requested action for the proposed amendments to Gibson Park, Eagle Falls, Anaconda Hills and Odd Fellows Park. The recommendations were originally presented by Mr. Schmidt of Water Right Solutions at the work session on August 5, 2008. The agenda report also sets forth the review that Water Right Solutions performed for the basin that is under adjudication right now and the review that was done in regards to other water rights and their potential impact to the City's water rights as it goes through the adjudication process. Ms. Balzarini reported that no action is requested right now. There are some areas where there is some potential conflict for the City. It is not necessary for the City to specifically object to those. There will probably be other objectors as well and the City will have an opportunity in the future to take some action on that if it was something the City feels was necessary.

David Schmidt, 303 Clarke Street, Helena, Principal and Senior Water Right Specialist of Water Right Solutions, Inc., reported that over the past six months he has prepared claim amendments for the City. He thanked the City Clerk for helping find things, Mr. Basta for pump information, and

especially Dave Dobbs for his endless searches for engineering documents. A discussion took place at the work session and he clarified that the pump at Eagle Falls was the correct one. Mr. Dobbs provided the pump, purchasing information and a lot of detailed engineering plans. Mr. Schmidt recommended that the amendments as presented to the Commission be forwarded to the City Manager for execution. He explained that the requested amendments are routine to reflect historic use of that water. The second topic is Water Right Solutions' analysis of water rights in basin 41QJ. Mr. Schmidt recommended keeping an eye on the objection list when it comes out, and then visiting with those people to determine what their concerns are. At that time, file a notice of intent to appear should the City want to move further into action with the water court. He again thanked City staff for their timely help.

Commissioner Jolley inquired if the Commission received the report in August. Commissioner Bronson responded affirmatively.

**Commissioner Bronson moved, seconded by Commissioner Rosenbaum, that the City Commission accept the amendments to the four water rights as set forth in the Commission agenda report and authorize the City Manager to execute the necessary documents for submittal of these amendments to the Montana Department of Natural Resources and Conservation.**

Mayor Stebbins asked if there was any public comment.

**Stuart Lewin**, 615 3<sup>rd</sup> Avenue North, commented that he reviewed Ms. Balzarini's report today on the City's website, but this particular recommendation was not attached. He stated that he then emailed the City so that he could get a copy and there was no reply. He expressed his opinion the importance of the City filing an objection by November 11 to its earlier claims so that it does not lose a substantial portion of its earlier water rights. Mr. Lewin also suggested that the City get a second opinion because Mr. Schmidt was not a lawyer.

**Ron Gessaman**, 1006 36<sup>th</sup> Avenue N.E., commented that he spent over an hour this morning researching City website documents for authorization for the City Manager to execute the previous document with respect to the 1889 water rights without success. Mr. Gessaman inquired if a new policy was established to ask the City Commission to authorize these things, because the Commission was now considering something very similar, but a less substantial issue to the City and its residents for the future.

Hearing no further public comment, Mayor Stebbins asked if there was any discussion amongst the Commission.

In response to Mr. Gessaman's comments, Commissioner Jolley stated that she also could not find Commission action on the 2007 water rights

amendment because there wasn't a formal vote like this. Commissioner Jolley also commented that she wasn't saying anything against the expert right now, but the historic Gibson rights are a huge issue. All the decisions sound rational to her, but a second opinion would make a lot of citizens more comfortable with the decisions that were made.

Mayor Stebbins asked if there was any further discussion.

City Manager Doyon clarified that Mr. Lewin was responded to by email this morning, and provided Mr. Lewin with a copy of the August summary. Mr. Doyon stated that the process was changed because water rights are a significant issue and should be before the governing body.

Motion carried 4-0.

### **ORDINANCES/RESOLUTIONS**

**Ord. 3016. Accepted on first reading and set public hearing for October 6, 2008.**

**9. ORDINANCE 3016, TO ESTABLISH CITY ZONING ON FOXWOOD ESTATES.**

Planning Director Ben Rangel reported that in April, 2008, the City Commission approved the Preliminary Plat for Foxwood Estates. Dahlquist Realtors, doing business as Foxwood Estates, is the property owner and developer of this subdivision. The subdivision is located in Southwest Great Falls, between Park Garden Estates and Park Garden Lane. It consists of 14 single family residential lots.

Mr. Rangel requested that the City Commission accept Ordinance 3016 on first reading and to set public hearing for October 6th to consider assignment of City zoning. At that time, the City Commission will also be asked to approve the final plat of the subdivision and its annexation.

**Commissioner Bronson moved, seconded by Commissioner Rosenbaum, that the City Commission accept Ordinance 3016 on first reading, and set a public hearing for October 6, 2008.**

Mayor Stebbins asked if there was any discussion amongst the Commission. Commissioner Rosenbaum commented that this has been a weed collecting and dirt repository area and this action will clean up that portion of Great Falls and improve that stretch of road on Park Garden Lane.

Mayor Stebbins asked if there were any inquiries from the public. No one responded.

Motion carried 4-0.



Res. 9770. Adopted.

**10. RESOLUTION 9770, TO ASSESS BUSINESS IMPROVEMENT DISTRICT.**

Fiscal Services Director Coleen Balzarini reported that, on behalf of the Great Falls Business Improvement District, the City Commission is asked to adopt the assessment resolution for the Business Improvement District. On August 5, 2008, the City Commission held a public hearing and approved the BID's budget and work plan. A portion of the budget takes into consideration the need for assessments from the BID annual fees.

**Commissioner Rosenbaum moved, seconded by Commissioner Bronson, that the City Commission adopt Resolution 9770.**

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

Motion carried 4-0.

**Consent Agenda.  
Approved.**

**CONSENT AGENDA**

11. Minutes, September 2, 2008, Commission meeting.
12. Total expenditures of \$1,499,385 for the period of August 27 through September 10, 2008, to include claims over \$5,000, in the amount of \$1,216,003.
13. Contracts list.
14. Lien Release list.
15. Reschedule regularly scheduled City Commission Work Session and Meeting on October 7, 2008.
16. Set public hearing for October 6, 2008, on Res. 9779, Parking Meter Rate and Meter Violation Fine Increases.
17. Approve Tax Increment Application Process and Forms.
18. Approve Memorandum of Understanding with the Animal Foundation of Great Falls for operation of the dog park.
19. Postpone bid award for one-year Animal Shelter Medical Director contract.
20. Approve Change Order No. 1 in the amount of \$2,818.20 and final payment to Kuglin Construction and the State Miscellaneous Tax Division in the amount of \$663.05 for the 2007 CDBG Sidewalk Replacement Project. (OF1507.2)
21. Award Construction Contract in the amount of \$644,485 to Phillips Construction, LLC for the 14<sup>th</sup> Street Southwest and 5<sup>th</sup> Avenue Southwest Water Main Replacements. (OF 1436)
22. Award Construction Contract in the amount of \$49,000 to United Materials for the 2008 CDBG Sidewalk Replacement project. (OF 1537.2)
23. Award Construction Contract in the amount of \$100,650 to Kuglin Construction for the 2008 CDBG Handicap Ramps project. (OF 1537.1)

24. Award Construction Contract to Dick Olson Construction, Inc. in the amount of \$234,794 and approve the use of \$68,143 in additional CTEP funds for the Library Landscaping project. (OF 1508.1)

**Commissioner Rosenbaum moved, seconded by Commissioner Bronson, that the City Commission accept the Consent Agenda as presented.**

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

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

**Stuart Lewin**, 615 3<sup>rd</sup> Avenue North, objected to the SME payment on Item 12 for energy supply expenses for June, 2008. Mr. Lewin read a statement he provided to the ECP Board at its recent meeting. Mr. Lewin also commented that SME was attempting to sell power from HGS to a place in Washington or Oregon and inquired if the trip was paid with City funds out of the SME budget.

**Mike Witsoe**, 2612 1<sup>st</sup> Avenue South, commented that he missed the work session regarding parking meter rate and violation fine increases, and requested that the public hearing be postponed for one month to notify the downtown business owners. Mr. Witsoe inquired why the bid award for Item 16 was postponed for the one-year animal shelter medical director contract. With regard to Items 22 and 24, Mr. Witsoe commented that there are many blocks in the Paris Gibson area that he has to ride in the street because there are no handicap ramp accesses.

**Ed McKnight**, 906 3<sup>rd</sup> Avenue North, commented on the energy payments to SME, water credits, imbalance charges, and Block One power. Mr. McKnight disagreed with the explanation for Block Three power and opined that the total amount that was not received for water credits and paid in cash instead was more than double the amount of the tax increase on the citizens. He inquired if the explanations were correct and wondered if the City was going to choose to accept any bill sent by Tim Gregori without question.

Motion carried 4-0.

## **BOARDS & COMMISSIONS**

### **25. AMENDED PLAT OF MEDLEY ADDITION.**

Planning Director Ben Rangel reported that Brett Wright, representing Renaissance Assisted Living, has submitted an amended plat of Medley Addition. The amendment splits a lot so that two existing living facilities will be on separate lots. The subdivision is located on the corner of 16<sup>th</sup>

**Amended Plat of Medley Addition and Accompanying Findings of Fact. Approved.**

Avenue South and 20<sup>th</sup> Street, near the MSU College of Technology. With the split, parking, landscaping and separate utility requirements will be met for each new lot.

The City Planning Board unanimously recommends City Commission approval of the Amended Plat and Findings of Fact.

**Commissioner Rosenbaum moved, seconded by Commissioners Bronson and Jolley, to approve the Amended Plat of Medley Addition and the Accompanying Findings of Fact subject to the fulfillment of stipulated conditions.**

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

Motion carried 4-0.

**Lee Ebeling and John Gilbert appointed to the Electric City Power Board of Directors.**

**26. APPOINTMENTS, ELECTRIC CITY POWER BOARD OF DIRECTORS.**

**Commissioner Bronson moved, seconded by Commissioners Rosenbaum and Jolley, to appoint Mr. Lee Ebeling to fill the remainder of term through December 31, 2009, and appoint Mr. John Gilbert to fill the remainder of term through December 31, 2011, to the Electric City Power Board of Directors.**

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

Commissioner Jolley recommended that the Commission consider disbanding the Electric City Power Board in the future. She believes it was created to obtain financing for the City's 25% ownership in HGS. Commissioner Jolley stated that she has attended a majority of the Electric City Power Board meetings and can't blame them for not making money on the Electric City Power business because it was the City Commission's job to set the rates. She thanked Mr. Bronson for nominating the two candidates and approved of their nominations.

Commissioner Rosenbaum commented that the Commission has had a discussion whether the function of this Board serves the original purpose. For now, he believes it needs to be maintained because the rates were contracted for through 2011. At that point, it should be revisited.

Commissioner Bronson echoed Commissioner Rosenbaum's comments and added that there was probably a consensus among the members of the Commission that it will be revisiting how Electric City Power was structured and set up. He suspects that as the Commission goes through this process, it will be seeking the input not only of the current members but of

the two people appointed who are more than capable and competent to make recommendations and offer advice to this Commission.

Commissioner Jolley followed up that ECP is an advisory board and the City Commission had the responsibility to set the rates and the Commission did vote to set the rates. Commissioner Jolley stated she never heard any discussions about what was best for the residents or about how much the power costs when the Board was recommending the rates that the Commission set. A lot of cities do have public power entities. But she imagines that they have their own building with a lot of employees and they don't have to rely on one person, like Mr. Gregori, to figure out how to do things. Commissioner Jolley stated that she was sorry the City ever got involved with Mr. Gregori.

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

**Ron Gessaman**, 1006 36<sup>th</sup> Avenue N.E., commented that he attended the last Electric City Power Board meeting. At that time the Board passed a motion and that motion was not represented under concurrences on the agenda report. In response to Mr. Gessaman, Commissioner Jolley inquired if he was referring to the Electric City Power Board's recommendation that one of the City Commissioners be on the Board. Mr. Gessaman stated he was referring to the complete motion. Commissioner Jolley responded that it was not on the staff report, but the Commissioners were provided with the information by a different method. Mr. Gessaman pointed out that as a member of the public if he had not attended that board meeting he would not know the recommendation made by the Electric City Power Board.

**Stuart Lewin**, 615 3<sup>rd</sup> Avenue North, agreed with the comments made by Commissioner Jolley. Mr. Lewin added that the people that were on the Electric City Power Board were busy selling power to themselves for less than what it was costing the City, and the losses are coming out of the budget. Mr. Lewin suggested that the new people appointed be charged with determining how much the power is really costing.

**Mike Witsoe**, 2612 1<sup>st</sup> Avenue South, commented that he also attended the last Electric City Power Board meeting. Mr. Witsoe stated that the Board didn't interview the seven applicants or invite them to the meeting. He has never seen the new appointed members at any Electric City Power Board meeting.

**Olaf Stimac, Jr.**, 57 Country Lane, commented that he believes the Commission made two good choices in Mr. Gilbert and Mr. Ebeling. He thanked the Commission for considering his name and hoped that they would consider him in the future if there was another opening.

Motion carried 4-0.

**Julie Duffy reappointed to the Business Improvement District, and the remainder of the appointments were tabled pending more information about the individuals' backgrounds.**

**27. APPOINTMENTS, BUSINESS IMPROVEMENT DISTRICT.**

Commissioner Jolley asked to split the reappointment and appointment motions. She explained that she would like to find out more about the candidates. Mayor Stebbins added that the Commission had requested more information with regard to their ties to downtown and did not receive the information in time to vote for two new appointments.

**Commissioner Jolley moved, seconded by Commissioner Beecher, to reappoint Julie Duffy for a four-year term through June 30, 2012, to the Business Improvement District.**

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

Motion carried 4-0.

**Commissioner Rosenbaum moved, seconded by Commissioner Bronson, that the City Commission table the remainder of the appointments pending more information about the individuals' backgrounds so that the Commission could make an informed decision.**

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

Motion carried 4-0.

**28. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

**CITY MANAGER**

**29. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

As a follow up to the Work Session, City Manager Doyon clarified that the parking fund balance was less than \$100,000 in cash.

He also reported that he and the Assistant City Manager will be out of the office next week. Mr. Doyon requested and received approval to appoint Mike Rattray as Acting City Manager while they are out of the office.

Mr. Doyon asked if staff had any news to share with the Commission.

Library Director Jim Heckel announced an additional service that will begin in November. The Library will offer the public access to a large library of downloadable electronic books. The public can now access the website from their own home and download a complete book to their MP3 player or Ipod, or come in to the Library and burn it to a CD and take it with them.

**PETITIONS AND COMMUNICATIONS****30. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

Mayor Stebbins opened the meeting to Petitions and Communications.

**Board appointments,  
recycling, green energy.**

**30A. Richard Liebert**, 289 Boston Coulee Road, thanked the Commission for the Vets4Vets Proclamation, and Aaron Weissman for his leadership with his fellow council members to get the petitions signed for a downtown grocery store. Mr. Liebert also mentioned MAFB starting a curbside recycling program, and discussed green energy and green collar jobs. He urged people to contact Senators Tester and Baucus to support renewing the renewable energy tax credit. Mr. Liebert also reminded everyone that tomorrow is the anniversary of the signing of the United States Constitution and Bill of Rights.

**Community  
Conversations Program.**

**30B. Kathy Gessaman**, 1006 36<sup>th</sup> Avenue N.E., announced that a program is starting tomorrow at MSU-GF College of Technology called Community Conversations. The first session will be about the Constitutional right to a clean and healthful environment.

**ECP.**

**30C. Ed McKnight**, 906 3<sup>rd</sup> Avenue North, commented that there seems to be a misconception that he was against Electric City Power. He stated that he was not opinionated on it, and that the only thing he has addressed was money. Mr. McKnight stated that he has not received a written response as promised on May 6. Mr. McKnight discussed his spreadsheets, published rates, cost of power and requested financial information. He requested that the Commission address why the numbers don't match.

**Builders to assist seniors  
and the disabled, ECP,  
HGS.**

**30D. Ron Gessaman**, 1006 36<sup>th</sup> Avenue N.E., read a portion of an article about local governments passing initiatives asking builders in their jurisdictions to include at least three features in all new houses to assist seniors and the disabled – no steps at the entrance, a bathroom on the ground level, and wider doorways. Mr. Gessaman also commented that at the last ECP meeting he heard how well things were going with HGS and construction to begin this fall. He read a headline of a Helena publication about victories for opponents of HGS and the records dispute in Great Falls. Mr. Gessaman stated he was eagerly awaiting the list of privileged documents.

**Grant program,  
responses to questions.**

**30E. Mike Witsoe**, 2612 1<sup>st</sup> Avenue South, read a portion of an article regarding the Montana Department of Transportation's reimbursement program grant available to federally assisted programs that are part of urban transit coordination plans in Missoula, Great Falls and Billings. Mr. Witsoe inquired if the City applied for said grant and believed it could have been used for the bus service. Mr. Witsoe requested written answers to his earlier agenda questions.

**Inflation.**

**30F. John Hubbard**, 615 7<sup>th</sup> Avenue South, commented that he wondered why he asked questions because he doesn't get answers about the tree and inflation issues. Mr. Hubbard does not believe the parking meter rate should be increased.

**CITY COMMISSION**

**31. RESCHEDULE PUBLIC HEARING ON ORDINANCE 3018 FOR OCTOBER 6, 2008.**

Mayor Stebbins explained that at the September 2, 2008, City Commission meeting, a public hearing on Ordinance 3018 was set for October 7, 2008. However, due to the October 7 City Commission meeting being rescheduled for October 6, 2008, the public hearing on Ordinance 3018 is also reset for October 6, 2008.

**32. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

Mayor Stebbins thanked all the volunteers for the fifth annual Neuter/Spay Clinic.

**ADJOURNMENT**

**Adjourn.**

There being no further business to come before the Commission, **Commissioner Rosenbaum moved, seconded by Commissioner Jolley, that the regular meeting of September 16, 2008, be adjourned at 9:09 p.m.**

Motion carried 4-0.

\_\_\_\_\_  
Mayor Stebbins

\_\_\_\_\_  
City Clerk

Minutes Approved: October 6, 2008





**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 SEPTEMBER 17, 2008	670,490.74
MASTER ACCOUNT CHECK RUN FOR SEPTEMBER 24, 2008	264,058.99
MASTER ACCOUNT CHECK RUN FOR OCTOBER 1, 2008	433,792.35
MUNICIPAL COURT ACCOUNT CHECK RUN FOR SEPT 08 THROUGH SEPTEMBER 15, 2008	56,761.38
MUNICIPAL COURT ACCOUNT CHECK RUN FOR SEPT 16 THROUGH SEPTEMBER 19, 2008	2,350.00
MUNICIPAL COURT ACCOUNT CHECK RUN FOR SEPT 22 THROUGH SEPTEMBER 26, 2008	2,878.00
WIRE TRANSFERS FROM SEPTEMBER 11, 2008 THROUGH SEPTEMBER 16, 2008	211,076.73
WIRE TRANSFERS FROM SEPTEMBER 17, 2008 THROUGH SEPTEMBER 24, 2008	1,045,523.96
WIRE TRANSFERS FROM SEPTEMBER 25, 2008 THROUGH OCTOBER 1, 2008	54,835.24
	TOTAL: \$ <u>2,741,767.39</u>

**GENERAL FUND**

<b>POLICE</b>		
ENERGY WEST	AUGUST CHARGES (SPLIT AMONG FUNDS)	218.68
<b>FIRE</b>		
ENERGY WEST	AUGUST CHARGES (SPLIT AMONG FUNDS)	1,053.98
<b>PARK &amp; RECREATION</b>		
ENERGY WEST	AUGUST CHARGES (SPLIT AMONG FUNDS)	649.07
MONTANA WASTE SYSTEMS	AUGUST CHARGES (SPLIT AMONG FUNDS)	90.62
<b>VISITORS CENTER</b>		
ENERGY WEST	AUGUST CHARGES (SPLIT AMONG FUNDS)	26.23

**SPECIAL REVENUE FUND**

<b>911 SPECIAL REVENUE</b>		
QWEST INTERPRISE AMERICA	QWEST IN REGION PARTS & LABOR MAINT E911 MAARSC & E911 VESTAC JULY 1, 2008 THRU JUNE 30, 2009	13,032.00
<b>POLICE SPECIAL REVENUE</b>		
CORPORATE TECHNOLOGY GROUP	12-ITRONIX NOTEBOOKS FOR POLICE VEHICLES	64,788.00

**SPECIAL REVENUE FUND CONTINUED****STREET DISTRICT**

UNITED MATERIALS	ASPHALT FOR STREET DEPARTMENT	46,208.36
NORTHWEST FENCE PRODUCTS	GALVANIZED POLES FOR STREET SIGNS	10,200.00

**LIBRARY**

ENERGY WEST	AUGUST CHARGES (SPLIT AMONG FUNDS)	154.18
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**NATURAL RESOURCES**

MONTANA WASTE SYSTEMS	AUGUST CHARGES (SPLIT AMONG FUNDS)	452.58
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**FEDERAL BLOCK GRANTS**

BIRDTAIL ELECTRIC CO	ELECTRICAL REPAIRS 312 6TH ST N	7,840.00
CLAY LONEY CONCRETE CONST	NEW SEWER SERV 904 7TH AVE S	5,420.00
LONE STAR CONSTRUCTION	INITIAL PMT 1408 12TH AVE S	13,000.00

**HOME GRANTS**

NEIGHBORWORKS	DRAWDOWN ON HOME FUNDS	10,000.00
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**ENTERPRISE FUNDS****WATER**

ENERGY WEST	AUGUST CHARGES (SPLIT AMONG FUNDS)	932.91
THOMAS DEAN & HOSKINS	DESIGN SERVICES FOR OVERLOOK DRIVE WATER MAIN RELOCATION	12,251.43
DANA KEPNER CO-BILLINGS	100- MXU RADIO READ UNITS	14,100.00
CONCRETE DOCTOR	MISC CONCRETE REPL & MUDJACKING (SPLIT AMONG FUNDS)	10,807.72
THAYER DEVELOPMENT LLC	PRAIRIE RIDGE ESTATES WATER MAIN	11,521.40
UNITED MATERIALS	PMT 3 OF 1515 - 7TH & 8TH AVE S WATER MAIN REPLACEMENT	221,618.48
DPC INDUSTRIES INC	CHLORINE & AMMONIA FOR WP	5,136.99
HD SUPPLY WATERWORKS	WATER MAIN REPAIR MATERIALS	5,456.87

**SEWER**

VEOLIA WATER NORTH AMERICA	MONTHLY WWTP OPERATION CONTRACT	212,571.08
VEOLIA WATER NORTH AMERICA	MONTHLY CONTRACTED CAPITAL IMPROVEMENTS	12,500.00
VEOLIA WATER NORTH AMERICA	SAMPLING COSTS TO SUPPORT CITY'S LOCAL LIMITS STUDY	20,201.31
CONCRETE DOCTOR	MISC CONCRETE REPL & MUDJACKING (SPLIT AMONG FUNDS)	1,931.12
INSITUFORM TECHNOLOGIES INC	REHABILITATE EXISTING SANITARY SEWER MAINS	45,666.45

**STORM DRAIN**

CONCRETE DOCTOR	MISC CONCRETE REPL & MUDJACKING (SPLIT AMONG FUNDS)	231.41
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**SANITATION**

ENERGY WEST	AUGUST CHARGES (SPLIT AMONG FUNDS)	103.76
MONTANA WASTE SYSTEMS	AUGUST CHARGES (SPLIT AMONG FUNDS)	78,272.94
SOLID WASTE SYSTEMS INC	498 - 96 GALLON PLASTIC REFUSE CONTAINERS	27,639.00

**ELECTRIC**

SME	PMT OF ENERGY SUPPLY EXPENSE AUG 08	803,084.29
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**SAFETY SERVICES**

ENERGY WEST  
QWEST

AUGUST CHARGES (SPLIT AMONG FUNDS)  
SEPTEMBER 2008 CHARGES 911

54.67  
5,709.26





**COMMUNICATION TO THE CITY COMMISSION**

**DATE: October 6, 2008**

**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**

	<b>DEPARTMENT</b>	<b>OTHER PARTY (PERSON OR ENTITY)</b>	<b>PERIOD</b>	<b>FUND</b>	<b>AMOUNT</b>	<b>PURPOSE</b>
<b>A</b>	Public Works	Concrete Doctor	Fall 2008	Street Maintenance	\$25,519	2008 Misc Concrete Maintenance Contract II (O.F. 1485.6)
<b>B</b>	Public Works/ Engineering	Lynn and Michelle Meredith	September 2008	N/A	N/A	Storm Sewer Main Easement (O.F. 1520)
<b>C</b>	Public Works/ Engineering	Barclay and Susan Porter	September 2008	N/A	N/A	Storm Sewer Main Easement (O.F. 1520)
<b>D</b>	Public Works/ Engineering	Frederick and Linda Wallis	September 2008	N/A	N/A	Storm Sewer Main Easement (O.F. 1520)
<b>E</b>	Public Works/ Engineering	Bruce and Cindy Brubaker	September 2008	N/A	N/A	Storm Sewer Main Easement (O.F. 1520)
<b>F</b>	Great Falls Police Department	Great Falls School District Number I and A	08/28/2008 – 06/05/2009		The District shall pay the City \$162,520	Attendance/School Resource Officer Agreement

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

**AGENDA: 17  
DATE: October 6, 2008**

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

**PRESENTED BY:** Lisa Kunz, City Clerk

**ACTION REQUESTED:** Ratification of Grants through the Consent Agenda

**MAYOR'S SIGNATURE:** \_\_\_\_\_

**GRANTS**

	<b>DEPARTMENT</b>	<b>OTHER PARTY (PERSON OR ENTITY)</b>	<b>PERIOD</b>	<b>GRANT AWARD AMOUNT</b>	<b>CITY MATCH (INCLUDE FUND MATCH TO BE PAID OUT OF)</b>	<b>PURPOSE</b>
<b>A</b>	Great Falls Police Department	U.S. Department of Justice , 1100 Vermont Ave., NW, Washington, DC 20530	12/26/2007 – 12/25/2010	\$444,268	N/A	Technology program for the continued development of technologies and automated systems to assist local enforcement agencies in investigating, responding to, and preventing crime.





**Item:** Naming of the Dog Park  
**Initiated By:** Park & Recreation Department  
**Presented By:** Marty Basta, Park & Recreation Director  
**Action Requested:** Set Public Hearing

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**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission set a public hearing for October 21, 2008 on Resolution 9783 for consideration of naming of the Dog Park.”

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

---

**Staff Recommendation:**

Staff recommends that the City Commission set a public hearing for October 21, 2008 on Resolution 9783 for consideration of naming of the Dog Park.

**Background:**

The Animal Foundation of Great Falls is requesting the City Commission approve Pacific Steel & Recycling Trailside Dog Park as the name of the new Dog Park. The Foundation recommended Trailside Dog Park for the name of the Dog Park. The Animal Foundation received \$30,000 from Pacific Steel & Recycling for permanent naming rights of the Dog Park.

**Concurrences:**

The Park & Recreation Board recommended the City Commission approve Pacific Steel & Recycling Trailside Dog Park as the name of the Dog Park at their regular meeting on September 8, 2008.

**Alternatives:**

The Animal Foundation will be unable to accept the donation from Pacific Steel & Recycling for naming rights of the Dog Park.

**Attachments/Exhibits:**

1. Resolution 9783

**RESOLUTION 9783**

**A RESOLUTION TO NAME THE DOG PARK LOCATED ON PARK LAND  
ADJACENT TO ELKS RIVERSIDE PARK.**

**BE IT RESOLVED** by the City Commission of the City of Great Falls, Cascade County, Montana, that the name of the Dog Park located adjacent to Elks Riverside is established in Resolution 9783.

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

That the Dog Park located adjacent to Elks Riverside Park between 6<sup>th</sup> and 9<sup>th</sup> Streets North be named Pacific Steel & Recycling Trailside Dog Park.

**PASSED** by the City Commission of the City of Great Falls, Montana, this 21<sup>st</sup> day of October, 2008.

\_\_\_\_\_  
Dona R. Stebbins, Mayor

ATTEST:

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

(SEAL OF CITY)

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 hereby certify that the forgoing Resolution No. 9783 was placed on its final passage and passed by the Commission of the City of Great Falls, Montana at a meeting thereof held on the 21<sup>st</sup> day of October, 2008, and approved by the Mayor of said City, on the 21<sup>st</sup> day of October, 2008.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said City this 21<sup>st</sup> day of October, 2008.

(SEAL OF THE CITY)

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**Lisa Kunz, City Clerk**



**Item:** Construction Contract Award: West Bank Park Storm Drain Outfall Improvements, O.F. 1482

**From:** Engineering Division

**Initiated By:** Public Works Department

**Presented By:** Jim Rearden, Public Works Director

**Action Requested:** Award Construction Contract

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**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission award a contract in the amount of \$430,520 to Phillips Construction LLC, for the West Bank Park Storm Drain Outfall Improvements, O.F. 1482 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.

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**Staff Recommendation:** Approve construction contract award.

**Background:**

Significant Impacts

Four storm drains currently outfall into channels that cut across the north end of West Bank Park before emptying into the Missouri River. The banks of the largest channel have been continually eroding causing damage to a pedestrian bridge on the City’s trail system. The erosion has also left abrupt and potentially unsafe channel banks within the park. Additionally, the drainage channels have exposed unsightly utility lines.

Citizen Participation

Not Applicable

Workload Impacts

Phillips Construction has indicated they have the available resources to meet the project timetable. Stelling Engineers Inc. staff designed the project, prepared the contract plans, specifications and estimates for this project. City engineering staff will perform construction inspection and contract administration duties.

### Purpose

The purpose of this project is to correct localized erosion and alleviate safety concerns.

### Project Work Scope

This project will install new manholes, storm drain pipe and two concrete vaults, construct concrete outfall structures that include rip-rap to control erosion, reconstruct the pedestrian bridge abutments and reset the existing bridge. The project will also place additional gravel base course on the existing access drive and backfill in an existing drainage ditch between the access drive railroad line. Finally, the project will re-grade the existing drainage channels and import topsoil, install erosion control features and perform re-vegetation, seeding and fertilizing.

### Evaluation and Selection Process

Three bids were received and opened for this project on September 24, 2008. The bids ranged from \$324,992 to \$520,000. The attached bid tabulation summarizes bids that were received. Shumaker Trucking and Excavating Contractors Inc. submitted the low bid of \$324,992. However, that bid had to be rejected because it was not accompanied by the required Bid Bond, which is a bidding requirement.

### Conclusion

City staff recommends awarding the construction contract to Phillips Construction in the amount of \$430,520. This bid is near the Engineer's Estimate of \$426,680.

There are several good reasons to move forward with the project at this time. October and November construction can take advantage of generally dry weather and low river levels. Delaying the project will risk pushing the project into cold winter weather or wet spring weather. Delays could also risk problems with the BNSF railroad permit as well as permits with Montana Fish, Wildlife and Parks, the Department of Environmental Quality and the U.S. Army Corp of Engineers.

### **Concurrences:**

The City's Parks and Recreation Department and Rivers Edge Trails, Inc. have been consulted throughout the design phase of the project and have made recommendations regarding vegetation, landscaping and bridge replacement. Permits have been approved by Burlington Northern Railroad, the U.S. Army Corp of Engineers and Montana's Departments of Fish, Wildlife and Parks and Environmental Quality.

### **Fiscal Impact:**

Funds are available from the storm drain utility to cover the cost of the improvements.

The attached bid tabulation summarizes bids that were received.

**Alternatives:** The City Commission could also chose from two other alternatives to awarding the contract to Phillips Construction.

First, all bids could be rejected and the project re-bid. This would delay construction into potentially less favorable winter conditions. Possible cost savings might be realized, although there is no guarantee that the savings would be all of the difference between current bids from Shumaker Trucking and Phillips Construction. Future bids could also be higher than the current

Phillips Construction bid. Several thousand dollars would be needed for re-advertising, updating and printing contract documents.

Second, the award could be made to Shumaker Trucking. The bid bond would first have to be obtained. This alternative may be challenged on legal grounds. Both alternatives would generate hard feelings from the construction community, as well as damaging the City's credibility.

**Attachments/Exhibits:**

1. Bid tabulation is attached.

CITY OF GREAT FALLS  
 P.O. BOX 5021  
 GREAT FALLS, MT 59403

BID TABULATION SUMMARY  
 West Bank Storm Drain Outfall Improvements  
 OF 1482

Project Number \_\_\_\_\_  
 Bids Taken at Civic Center  
 Date: September 24, 2008  
 Tabulated By: Kari Wambach

	Name & Address of Bidder	Acknowledge Addendum #1	Acknowledge Addendum #2	10% Bid Security	Affidavit of Non-Collusion	Certificate of Non-Segregated Facilities	Certificate of Compliance with Insurance Req.	Total Bid
1	Shumaker Trucking Company P.O. Box 1279 Great Falls, MT 59403-1279	√		no bid bond	√	√	√	\$324,992.00
2	United Materials, Inc. P.O. Box 1690 Great Falls, MT 59403	√		√	√	√	√	\$520,000.00
3	Phillips Construction 795 Ulm-Vaughn Rd. Great Falls, MT 59404	√		√	√	√	√	\$430,520.00
4								
5								
6								
7								
8								
9								
10	<b>Engineer's Estimate</b>							<b>\$426,680.00</b>





**Item:** Award Contract - Repair Fire Station -2 and Fire Training Center Building

**From:** Steve Hester, Assistant Fire Chief

**Initiated By:** Great Falls Fire Rescue

**Presented By:** Randy McCamley, Fire Chief

**Action Requested:** Consider Bids and Award Contract

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**Suggested Motion:**

1. Commissioner moves:

"I move the City Commission award a contract in the amount of \$85,753 to McLees Incorporated, to permanently repair the roofs at Fire Station-2 and the Fire Training Center Bldg and authorize the City Manager to execute the construction contract documents.

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

---

**Staff Recommendation:** Award construction contract award.

**Background:**

Significant Impacts

The roofs at these facilities have been beyond repair for the last four years. Insulation and roofing material have deteriorated to a point that both roofs leak and there is very little insulation value in the old insulation. Both roofs are the original built up roofs that were constructed in 1969. Replacing these roofs with new thermoplastic polyolefin membrane roofing and additional insulation will stop further water damage and improve the energy efficiency of these facilities.

Workload Impacts

Staff drafted the specifications and will perform construction inspections and contract administration duties. Great Falls Fire Rescue staff will perform work completion inspections instead of the City's building inspector because a building permit was not needed for this work. Annual inspections by a local third party inspector will guarantee each roof for 15-years.

Purpose

The project will repair the roofs at the two locations by overlaying the existing roof with 2.5 inches of polystyrene insulation with an R-15.3 insulation value and installing new thermoplastic polyolefin (TPO) membrane roofing.

### Project Work Scope

The project will install new insulation and roofing at Fire Station-2, 731 6<sup>th</sup> St. SW, and the Fire Training Center Building, 1900 9<sup>th</sup> Street South. This includes all work necessary to prepare the building for the roofing overlay and all finish work.

### Evaluation and Selection Process

Four bids were received and opened for this project on September 17, 2008. The bids ranged from \$98,265 to \$85,753. McLees Inc. submitted the lowest bid and completely complied with the bid specifications.

Additionally, in an attached letter from the bidder, it was noted that if it were necessary to remove wet or rotted insulation it would come at an additional cost \$5.00 per square foot to remove. Since the contractors are aware that there is asbestos in the felt material of the old roof they also know that if they disturb this material appropriate steps must be taken according to OSHA and EPA approved guides for asbestos abatement. The contractor noted that if this were going to be the case they would notify the Contract Monitor.

### Conclusion

City staff recommends awarding the construction contract to McLees Inc. in the amount of \$85,753 for the repair of both roofs.

### **Concurrences:**

Asbestos testing was conducted by City Staff, which revealed that both roofs have reportable levels of this material. Asbestos testing was done to ensure that bidders for this contract were aware of asbestos hazards involved with this project. Additionally, this project was engineered to overlay the old roofing materials, which was done to save the expense of removing the asbestos. If contractors need to disturb the asbestos, they must follow Montana Department of Environmental Quality standards, Occupational Safety and Health Standards, and U.S. Environmental Protection Agency Standards.

### **Fiscal Impact:**

This project will directly save the cost of further interior repairs made necessary due to water damage caused by the two leaking roofs. An indirect benefit to this project is the improved energy savings gained by increasing the roofs' insulation R value from 0 to 15.3. While there may not be a significant return on the roof project, energy costs are predicted to double this winter. This project is funded from the 4-11 Account.

### **Alternatives:**

The City Commission could vote to deny award of the construction contract, re-bid the project, or do nothing and continue to allow the roofs to leak. Two local contractors have indicated that there is no means of repairing or patching the current roof system due to deterioration and age.

### **Attachments/Exhibits:**

1. Bid tabulation is attached.





**Item:** Interlocal Agreement-MOU with Cascade County Sheriff's Office directing FY: 08 Justice Assistance Grant (JAG) Funds to the Cascade County Sheriff's Office.

**From:** Great Falls Police Department

**Initiated By:** Cascade County Sheriff's Office

**Presented By:** Cloyd A. Grove, Chief of Police

**Action Requested:** Accept staffs recommendation and aloe the City Manager to execute the required Memorandum of Understanding

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**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (approve/deny) staff's recommendation and allow the City Manager to execute the required Memorandum of Understanding.

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

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**Staff Recommendation:**

Staff recommends that the Fiscal Year 08 Justice Assistance Grant funds be directed to the Cascade County Sheriff's Office and that the City Manager be allowed to execute the attached Memorandum of Understanding.

**Background:**

Congress allocated funds to be dispersed under the Justice Assistance Grant Program, established within the Bureau of Justice Assistance (BJA), US Department of Justice in the amount of \$11,488 for a joint application between the Great Falls Police Department and the Cascade County Sheriff's Office. This grant is designed to be shared equally with the Cascade County Sheriff's Office; however, this amount is not sufficient to purchase equipment for both agencies and it would limit their purchasing ability. In addition, the Great Falls Police Department was not in a position to make an application when due, so the Cascade County Sheriff's Office requested that they be allowed to apply for the entire amount, allowing them to purchase needed equipment for their patrol vehicles. The Cascade County Sheriff's Office assumes all financial management, logistics support, operational support and mission support for this grant year. The application process allows 30 days for the review by the governing bodies (City and County) and provides an opportunity for public comment on the grant application.

**Formula**

The JAG formula includes a *state allocation* consisting of a minimum base allocation with the remaining amount determined on population and Part 1 violent crime statistics, and a *direct allocation* to units of local government. Once the state allocation is calculated, 60% of the funding is awarded to the state and 40% to eligible units of local government. State allocations also have a *variable pass through* requirement to locals, calculated by the Bureau of Justice Statistics (BJS) from each state's crime expenditures.

JAG funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice for any one or more of the following purpose areas:

- Law enforcement programs
- Prosecution and court programs
- Prevention and education programs
- Corrections and community corrections programs
- Drug treatment programs
- Planning, evaluation, and technology improvement programs

\*Any law enforcement or justice initiative previously eligible for funding under Byrne or LLEBG is eligible for JAG funding.

**Significant Impacts**

In past years the amount of this grant was significant enough to allow both agencies to purchase needed mobile data equipment, however, this grant is only large enough to purchase and outfit only one mobile data terminal so we would not be able to share the grant as we have in the past. The Great Falls Police Department is willing to forgo the Fiscal Year 08 grant in anticipation that the Fiscal Year 09 grant will be sufficient to return our ability to purchase mobile data equipment. If these grant funds do not increase for the 09 Fiscal Year the Great Falls Police Department will request that the grant be maintained in full by them.

**Concurrences:**

Cascade County Sheriff's Office.

**Fiscal Impact:**

None

**Attachments/Exhibits:**

Memorandum of Understanding between the Great Falls Police Department and the Cascade County Sheriff's Office (Not available online; on file in City Clerk's Office.)



**Item:** Labor Agreement between the City of Great Falls and the International Association of Fire Fighters, Local 8 (IAFF, Local 8)

**From:** City Manager's Office

**Initiated By:** Linda Williams, Human Resources Manager

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

**Action Requested:** Approve Labor Agreement

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**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (approve/deny) the labor agreement between the City of Great Falls and the IAFF, Local 8, and authorize the City Manager to execute the agreement”

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

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**Staff Recommendation:** Staff recommends that the City Commission approve the labor agreement between the City of Great Falls and the IAFF, Local 8.

**Background:** The previous labor agreement was for a three-year period, expiring June 30, 2008. The terms of the proposed agreement extend the agreement for two years, from July 1, 2008 through June 30, 2010.

The major changes from the previous agreement are:

1. Article 10, Grievance Procedure  
The language was changed to increase the effectiveness of the grievance procedure. One of the steps in the process provided an opportunity for the grievance to be heard by an Advisory Labor Management Committee. This step was a barrier to the grievance being heard in a timely manner and was replaced with an opportunity for the grievance to be heard by the City Manager. Language was also added specifying the result of timelines being missed by either party.

2. Article 12, Work Periods  
Section 12.4

A minimum manning clause was inserted as Section 12.4. The current Section 12.4 addressed hire backs and was changed to Section 12.5. The new Section 12.4 specifies manning requirements for front line response units.

Section 12.5 addresses hire backs. Language was deleted that specifically listed the reasons an employee could volunteer to hire back at straight time. As long as platoon strength does not fall below 60 due to a reduction in force, employees can volunteer to hire back at straight time for any reason when requested by the City.

3. Article 13, Sick Leave  
Section 13.4

The definition of immediate family was changed to include grandparents and grandchildren for consistency with other labor agreements and City Personnel Policies. Language was also added that allows the administrative staff to approve leave for employees to attend the funeral of other relatives and friends when granting the request would not require any additional expense to hire back a replacement. Language was also changed to allow employees the same amount of time off work due to a death in the immediate family regardless of whether it is in state or out of state.

Section 13.5

Language was added in Subsection D to require employees who become ill while on vacation to request and verify their illness before the end of the next pay period in order to have their vacation leave changed to sick leave.

Subsection H provides for the City to reimburse the employee for their office co-pay when required to provide a Fit for Duty to Return to Work release for a non-worker's compensation related illness or injury.

Section 13.7 outlined the Family Medical Leave Act (FMLA). The detailed language was replaced with references to the City Policy Manual and other FMLA documentation.

4. Article 20, Working out of Classification

The language was deleted that required a fire fighter to work a minimum of 4 hours as a driver before receiving fire fighter first class acting pay. The proposed language provides for any employee who is assigned the duties of a higher rank to be paid acting pay for actual hours worked at the higher rank.

5. Article 26, Medical Insurance

The language was changed to ensure compliance with the City's Section 125 Plan, and contribution rates were changed to reflect City and employee contribution amounts effective 7/1/08. Any health insurance premium increases during the term of the agreement will be shared with the City contributing 90% of the increase and the employees contributing 10% of the increase. Language was modified to state a member of the IAFF Local 8 will be invited to attend Health Insurance Committee meetings as a non-voting member.

6. Article 34, Labor Management Committee  
A new article was inserted that provides for a labor management committee to meet at least quarterly.
7. Article 35, Line of Duty Death Benefit  
A new article was inserted that provides if an employee is “killed in the line of duty” the City will pay the health insurance premium of the deceased employee’s dependents, who are on the plan at the time of his/her death, for a period of 12 months.
8. Article 36, Term of Agreement  
The dates were changed to reflect the terms of the two-year contract, 7/1/08 – 6/30/10.
9. Schedule A  
Effective 7/1/08, the wage schedule was increased by 3.5% (3% COLA, and .5% market adjustment on the fire fighter base wage), and 3.25% effective 7/1/09. Based on market comparisons, the battalion chief rank differential was adjusted from 42% to 45% higher than a fire fighter’s base wage.  
  
A separate EMT-Basic certification pay of 2% of a fire fighter’s base wage was eliminated as a separate certification pay because all fire fighters are required to have this certification before being hired. Beginning 7/1/08, the EMT-Basic certification pay was added to the fire fighter base wage.

**Concurrences:** The IAFF, Local 8 members voted on the proposed agreement and ratified the agreement.

**Fiscal Impact:** The proposed contract provides for a 3.5% increase in wages effective 7/1/08, and a 3.25% increase in wages effective 7/1/09. Any health insurance premium increases during the term of the agreement will be shared with the City contributing 90% of the increase and the employees contributing 10% of the increase.

**Attachments/Exhibits:**

Proposed labor agreement between the City of Great Falls and the IAFF, Local 8.



ARTICLE 1 - PURPOSE OF AGREEMENT

- 1.1 THIS AGREEMENT is entered into by and between the CITY OF GREAT FALLS, MONTANA, hereinafter referred to as the CITY and LOCAL #8, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, hereinafter referred to as the UNION.
- 1.2 It is the purpose of this AGREEMENT to achieve and maintain harmonious relations between the CITY and the UNION, and to establish proper standards of wages, hours and other conditions of employment.
- 1.3 Whenever the male gender is used (i.e., he, him, his), the term shall apply equally to males and/or females.

ARTICLE 2 - RECOGNITION

- 2.1 The CITY recognizes the UNION as the exclusive bargaining agent for all uniformed members, excluding the Chief, Assistant Chief, Fire Marshal, Training Officer, and all initial probationary employees, until date of appointment, of the Great Falls Fire Department.
- 2.2 The initial probationary period is nine (9) months from date of hire. Appointments will be made after the successful completion of the nine month probationary period.

ARTICLE 3 - AFFIRMATIVE ACTION POLICY

- 3.1 The UNION agrees that this AGREEMENT is subject to the Affirmative Action Policy of the CITY and that cooperation will be given to ensure that no individuals shall be discriminated against with respect to compensation, hours or conditions of employment because of race, color, religion, sex, marital status, national origin or public assistance status.

ARTICLE 4 - UNION MEMBERSHIP

- 4.1 No employees shall be required to become a member of the UNION as a condition of employment. To assist the employees covered by this AGREEMENT as a group in meeting the costs of planning, negotiating, and administrating this AGREEMENT, and of protecting them and promoting their interests, each employee as a condition of the continuing employment shall be required to either maintain membership in, or make equal contribution by paying to the UNION a sum equal to the regular UNION initiation fee and regular UNION monthly dues.
- 4.2 Each employee shall have the right to join, not join, maintain or resign his UNION membership. Membership in the UNION shall be separate, apart and distinct from the assumption by each employee of his equal obligation to support financially the costs of collective bargaining from which the employee receives benefits equal to those received by UNION members.
- 4.3 All employees covered by this AGREEMENT will have thirty-one (31) calendar days from the date of the signing of this AGREEMENT to comply with the provisions of Paragraph 4.1 above. Confirmed fire fighters or re-hired employees will have thirty one (31) calendar days after the date of confirmation or re-employment in which to comply.
- 4.4 Should the UNION notify the CITY in writing that any employee has not paid to the UNION the sum equal to the regular initiation fee and/or regular UNION monthly dues, it shall be obligatory upon the CITY to terminate said employee not later than five (5) business days following receipt of such notice.

- 4.5 The UNION will defend the CITY against any bona fide law suit instituted by an employee within this collective bargaining unit against the CITY on account of the allegation of improper discharge pursuant to Paragraph 4.4 above.
- 4.6 It is specifically understood that should the CITY be sued, it must immediately give the UNION written notice of said pending law suit so that the UNION will have adequate time to properly investigate and prepare a defense. Further the CITY shall cooperate with the UNION in the defense of said law suit.
- 4.7 The UNION shall have the right to retain an attorney of its own choosing who shall be solely responsible for the handling of the case. If the CITY determines that it desires its own attorney to represent it in the defense, it shall do so at its own cost and expense. The UNION shall maintain the exclusive right to defend, settle, mitigate or litigate or take whatever action it deems proper or necessary with respect to handling this issue in litigation.
- 4.8 The UNION will hold harmless the CITY from any and all claims arising out of said discharge if so adjudicated by a court of competent jurisdiction.
- 4.9 In the event an employee covered by this AGREEMENT is a member of and adheres to a bona fide religious sect, or division thereof, the established and traditional tenets or teachings of which oppose a requirement that a member of such sect or division join or financially support any labor organization, then the provisions of Section 39-31-204, Montana Codes Annotated, shall be applicable.
- 4.10 The CITY agrees to grant exclusive rights of agency shop and union dues deduction to the UNION and will deduct agency shop and union membership dues from the pay of those employees who individually request in writing that such deductions be made.
- The amount to be deducted shall be certified to the employee by the UNION and the

monthly aggregate deduction together with a list of employees will be remitted to the UNION'S secretary-treasurer on a monthly basis.

#### ARTICLE 5 - UNION BUSINESS

- 5.1 It is understood the UNION shall have the right to use Business Agents, Shop Committees, or Stewards to adjust grievances as they arise or for any other matters which affect or may affect the relationship between the CITY and UNION. The CITY agrees that local Business Agents for the UNION shall be given access, with permission granted by the CITY, to members of the UNION at the places of business of the CITY during hours of operations, for the purpose of ascertaining whether the terms of this AGREEMENT are being observed, and any other matters which affect or may affect, the relationship between the CITY and the UNION.
- 5.2 The UNION will notify the CITY in writing what representatives (Business Agent, Shop Committee or Stewards) it will use in matters relating to grievances, interpretation of the AGREEMENT or in any other matters which affect or may affect hours, working conditions, wages and the relationship between the CITY and UNION.
- 5.3 When staffing levels are above minimum, the CITY will allow employees on the UNION'S negotiating team to participate in contract negotiations during their regularly scheduled shift. Employees assigned to a higher rank than Fire Fighter due to a member's participation in contract negotiations while on duty will not receive acting pay.

#### ARTICLE 6 - MANAGEMENT RIGHTS

- 6.1 In addition to State Law, the CITY retains the full and unrestricted right to operate and manage all manpower, facilities, methods and equipment; to establish functions and programs, make and enforce all rules and regulations; to plan and set and amend

budgets; to determine the utilization of technology; to establish and modify the organizational structures; to select, direct, assign, control and determine methods, means, and organization; to establish work schedules, assign overtime, discharge for cause, and to perform any inherent managerial functions. The foregoing enumeration of the City Management's rights shall not be deemed to exclude other functions not specifically set forth. The CITY, therefore, retains all rights not otherwise specifically covered by this AGREEMENT, except those provided to the employees by Montana State Collective Bargaining Act, MCA 39-31.

#### ARTICLE 7 - RULES AND REGULATIONS

- 7.1 The UNION agrees that its members shall comply in full with Fire Department rules and regulations, including those related to conduct and work performance.
- 7.2 The CITY encourages input from all CITY employees in order to improve its operations; therefore, members of the UNION (through their executive board) are invited to make suggestions for improvements including changes in proposed rules and regulations. Proposed rules and regulations will be provided for review prior to implementation.

#### ARTICLE 8 - UNION ACTIVITY

- 8.1 All proper UNION activities shall be protected. The parties recognize that the Fire Department employees have and may exercise all rights guaranteed by the Constitution and Laws of the State of Montana and the Constitution and Laws of the United States of America.

#### ARTICLE 9 - BULLETIN BOARDS

- 9.1 The CITY shall approve placing of bulletin boards located in the respective Fire Stations, for the posting of notices concerning UNION business and activities.

ARTICLE 10 - GRIEVANCE PROCEDURE

10.1 A grievance is defined as a dispute, or difference in interpretation between an employee, or the Union, and the City involving wages, hours, or working conditions. No grievance shall be considered or processed unless it is submitted within twenty (20) working days (defined as Monday through Friday, excluding Holidays) of first occurrence or first knowledge. Grievances or disputes which may arise, including the interpretation of this AGREEMENT, shall be settled in the following manner:

STEP 1        A.     The immediate supervisor and/or Battalion Chief will attempt to resolve any grievances that arise on their platoon. A written decision from the immediate supervisor and/or Battalion Chief will be submitted to both the grievant and the Fire Chief within ten (10) working days.

                  B.     The CITY shall present claims or grievances in writing to the UNION.

STEP 2        A.     If the employee is not satisfied with the immediate supervisor or Battalion Chief's decision, he may reduce the grievance to writing and submit it to the UNION for evaluation. The written grievance shall contain the following information:

1.     The nature of the grievance and the facts on which it is based.
2.     The provisions of the AGREEMENT allegedly violated.
3.     The remedy requested.

STEP 3 If in the UNION'S opinion a grievance exists, the UNION (with or without the presence of the aggrieved employee) shall present the written grievance to the Fire Chief within ten (10) working days. The Fire Chief has ten (10) working days to respond.

STEP 4 The Union may request a meeting to present the grievance to the City Manager. This meeting request must be made within five (5) working days after receiving the response from the Fire Chief. This meeting will be conducted within fifteen (15) working days of receipt of the request.

A. This meeting shall consist of:

1. Fire Chief or his/her designee.
2. Grievant and Union representative.
3. City Manager or his/her designee.

The City Manager will render his decision within ten (10) working days.

STEP 5 If within ten (10) calendar days the grievance has not been settled, it may be submitted to final and binding arbitration for adjustment as per 10.1, Step 5A and 5B.

A. Each party shall alternately strike one (1) name from a list of five (5) names submitted to them by the MT Board of Personnel Appeals. By mutual consent another process can be utilized.

B. Any grievance involving a monetary issue, including those

related to hours and working conditions which could have an apparent economic effect or impact less than five thousand dollars (\$5,000) per grievance shall be subject to final and binding arbitration. Any monetary issue, as defined in the previous sentence, in excess of five thousand dollars (\$5,000) per grievance may be subject to final and binding arbitration only if mutually agreed upon.

- C. If the CITY and UNION cannot agree whether a grievance is monetary or the dollar amount thereof, either party may seek an Arbitrator's determination.
- D. Arbitrator's Authority: In any case where final and binding arbitration is utilized the arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the terms and conditions of this AGREEMENT. The Arbitrator shall consider and decide only the specific issue(s) submitted in writing by the CITY and the UNION and shall have no authority to make a decision on any other issue not so submitted. The Arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modify or vary in any way the application of rules, laws, and/or regulations having the force and effect of law.

The expenses of arbitration shall be borne by the two parties



equally; however, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

STEP 6 If the CITY does not respond within the prescribed time limits, the grievance shall be settled in favor of the grievant. If the UNION misses a deadline, the grievance shall be denied.

#### ARTICLE 11 - WAGES

Employees shall be compensated according to Schedule A contained in Addendum 1.

#### ARTICLE 12 - WORK PERIODS

12.1 It is mutually agreed to work a forty-two (42) hour work week consisting of two (2) ten (10) hour day shifts and two (2) fourteen (14) hour night shifts followed by four (4) days off. Inspectors will be scheduled to work a forty (40) hour work week consisting of five (5) eight (8) hour shifts followed by two (2) days off. However, Inspectors may be required to work one (1) ten (10) hour day shift per week. The Fire Chief shall establish schedules designating work periods.

A. Work periods on the day shift shall be eight (8) hours for each shift Monday - Friday with one full hour off for noon and evening meals. If emergencies occur during meals, members will receive the remainder of the meal time after the emergency is over.

On Monday - Friday normal work periods on night shift will conclude at 10 PM. Activities after 10 PM will relate to life safety issues, i.e. response to complaints of blocked or locked exits, violation of occupancy requirements or inspections of special events to ensure the public's safety. This does not eliminate the option of the Company Officer, Battalion Chief or Assistant Chief from using the time between 10 PM and 2 AM to complete tasks that they determine should have been completed during normal work hours. Make work will not be used to fill this time period.

- B. Saturday's work period will be 8:00 AM - 5:00 PM with one full hour off for lunch. Administration can request members to perform customer service on Saturday night. These members will be granted hour for hour self-improvement time for hours worked. Repayment of this time will be coordinated with the Captain and Battalion Chief and forwarded to the Assistant Chief.
- C. One hour will be required during each shift for physical conditioning.
- D. On Sundays, all four (4) Stations will be available to perform customer service/training for two (2) hours. At least one (1) Engine Company will be available to attend special training courses not available during normal work week. Engine companies not assigned to perform customer service activities or special training courses may choose to participate in them if their crews so desire, and the Battalion Chief approves. Sunday night shift shall be self-improvement time.
- E. Holidays and hours outside the designated work periods shall be self-

improvement time.

F. Self-improvement time is defined as being that time members must be at their assigned stations for fires, other emergencies, and life safety issues; and all facilities for rest and rehabilitation are at their disposal.

Except for the hours as provided in Section D, work details, classes, and drills are not included in the definition of " self-improvement time", and these and related functions properly fall into the classification of a work period.

G. There shall be a fifteen (15) minute break in the first half of a work period and a fifteen (15) minute break in the second half of a work period.

12.2 Call back: Employees required to return to work during their off-duty hours shall be compensated at a rate of time and one-half ( $1\frac{1}{2}$ ) their gross hourly rate for the actual hours worked, with a minimum guarantee of four (4) hours, except for employees required to return to appear before any judicial body shall be paid for such time at one and one-half ( $1\frac{1}{2}$ ) the employee's gross hourly rate for the actual hours worked, with a minimum guarantee of two (2) hours.

12.3 Employees who are required to hold over for more than fifteen (15) minutes after their regular shift ends shall be compensated for such time at one and one-half ( $1\frac{1}{2}$ ) times their gross hourly rate, computed to the nearest half ( $\frac{1}{2}$ ) hour.

12.4 Sufficient personnel shall be maintained on duty and available for response to alarms. Sufficient fire fighter personnel shall be available to provide a minimum of one (1) fire fighter, one (1) driver/operator (or acting driver/operator) and one (1) officer (or acting officer) per front line unit of response to maintain four (4) stations

with a minimum of thirteen (13) personnel. If sufficient personnel are not available to meet these minimum staffing requirements, personnel shall be hired back in accordance to Article 12.5. Units shall not be placed out of service for reasons of insufficient personnel. Management reserves the right to assign any additional personnel as needed.

12.5 Hire back: Employees may volunteer to work extra shifts, when requested by the City, compensated at the employee's gross hourly rate. Hours worked in excess of the maximum hours related to the declared work period as identified under the Fair Labor Standards Act will be compensated at one and one-half (1½) times the employee's gross hourly rate. This provision shall be of no force or effect if total Platoon strength falls below sixty (60) personnel and shall have no effect on the City's right to reduce such personnel.

12.6 Employees will be granted comp time on an hour for hour basis for the following:

- A. Employee agrees to attend off-duty activity at the request of the CITY.
- B. Employee obtains prior approval of the CITY to attend off-duty activity at the request of the employee.

These activities shall include, but are not limited to: all classroom and field training sessions, and meetings, which are requested by the CITY. The provisions of this section may be altered only by mutual agreement between the Union and the CITY.

#### ARTICLE 13 - SICK LEAVE

13.1 Employees shall earn one (1) day of sick leave for each month of service. For the purpose of this AGREEMENT as it applies to those employees working 10-14 (42) hours per week, one (1) day of earned sick leave shall include eight and one-half (8½) hours.

- 13.2 An employee shall be allowed to use earned and accumulated sick leave credits for absences from duty without loss of pay due to any one or more of the following:
1. Illness;
  2. Injury;
  3. Medical disability;
  4. Maternity-related disability including prenatal care, birth, miscarriage, abortion, and/or other medical care for either employee or child;
  5. Quarantine resulting from exposure to contagious disease;
  6. Medical, dental, or eye examination or treatment;
  7. Care of or attendance to immediate family member for any of the aforementioned;
  8. Death in immediate family.
- 13.3 Employees are required to follow the following two steps in order to be eligible for payment of sick leave pay:
- A. Report immediately to his Battalion Chief the reason for absence at least one (1) hour prior to shift change.
  - B. If the absence is for more than one (1) shift in length, the employee must keep his Battalion Chief informed of his condition.
- 13.4 Illness or death in immediate family:
- A. Immediate family shall mean: spouse, children, mother, father, sisters, brothers, grandparents, grandchildren and immediate family of spouse. Administrative staff may approve annual or sick leave to attend the funeral of other relatives and friends. This approval will only occur when not requiring hire backs.
  - B. Illness requiring the attendance of the employee: Sick leave for all employees shall be limited to two (2) consecutive work shifts.
  - C. Death in the immediate family: Forty (40) hour employees shall use no more than five (5) working days total for death and funeral in or out of state. Shift employees shall use no more than four (4) shifts (maximum of 48 hours) for

death and funeral in or out of state.

13.5 Miscellaneous Sick Leave Provisions:

- A. Appointments for medical, optical, and dental care shall be charged to sick leave if it is not possible to schedule these appointments on days off. Only the time actually required for the appointment will be approved.
- B. Maternity leave may be charged against sick leave credits.
- C. Sick leave charges in excess of earned sick leave credits may be charged to earned and available annual leave, or leave without pay at employee's option.
- D. Illness that occurs during an employee's vacation shall be charged to sick leave if requested and verified before the end of the next pay period.
- E. The Fire Chief or his designee may require appropriate verification and/or a Doctor's release for any absence which is charged to sick leave.  
  
If such verification is requested and not provided, the request for sick leave shall be disallowed.
- F. All other provisions pertaining to sick leave shall be in accord with Montana State Law and the Code of the City of Great Falls.
- G. When an employee has been injured, either on the job or off duty, a copy of the employee's job description must be given to the physician so he/she can make the determination as to whether or not the employee is able to return to work to perform all necessary duties.
- H. The CITY will reimburse the employee for the office co-pay incurred to obtain a Fit for Duty to Return to Work release when required by the CITY for each non-worker's compensation related illness or injury.

13.6 Sick Leave Donations: If an employee is ill and has exhausted his/her sick leave, vacation leave and compensatory time credits, and needs more time away from work, members of the Union may donate up to eight (8) hours of sick leave to an employee on an individual basis. Requests for donations must be approved by management. If an employee has exhausted all accrued sick leave, vacation leave, and compensatory time, the Employer may permit the employee to be placed on a leave without pay status. The maximum an employee can receive or donate is one hundred twenty (120) hours in a calendar year.

13.7 FAMILY AND MEDICAL LEAVE

- A. As referenced in the City Policy Manual.
- B. As referenced in FMLA documentation.

ARTICLE 14 - INJURY ON DUTY

14.1 Employees unable to work as a result of an injury incurred through reasonable employee acts while in actual performance of City assigned fire fighting, training or equipment testing duties shall be granted leaves of absence with pay. Employees must qualify for Workers' Compensation medical benefits to be eligible for such leave. This shall exclude:

- A. Injuries sustained where negligence or carelessness on the part of the injured employee was a significant contributing factor.

14.2 Such injury leave shall extend for a maximum of ninety (90) calendar days unless it is determined sooner by competent medical authority approved by the CITY that the employee can return to work and perform any duties for which the employee may be capable and qualified. At the discretion of the CITY, the injured employee may be required to submit to a medical examination at any time by a physician selected by the CITY.

- 14.3 During such injury leave, the CITY shall pay the employee the amount over the Workers' Compensation insurance benefit he is eligible to receive, not to exceed his total regular salary for the period. Such injury leave shall not be charged against the employee's sick leave or vacation. The employee must apply for all benefits for which the employee is eligible as a result of public employment as soon as the employee is eligible. The CITY reserves the right to refuse injury leave if such application is not made.
- 14.4 An employee who is injured and is medically able and who fails to report within eight (8) hours, followed by a written report within twenty-four (24) hours, any injury to his supervisor, Assistant Chief or designee and to take such first aid or medical treatment as may be necessary under the circumstances, shall not be eligible for injury leave as outlined above.

#### ARTICLE 15 - LIGHT DUTY

- 15.1 Employees on workers' compensation wage loss benefits that have been released to light duty must inform their immediate supervisor, Assistant Chief or designee that he/she is able to report to work for light duty. If an employee fails to notify their immediate supervisor, the employee's workers' compensation benefits will be terminated and the employee will be subject to disciplinary action.
- 15.2 Employees on sick leave, other than I.O.D., who have been released to light duty may request assignment to light duty. The Department will endeavor to identify productive light duty assignments for these requests. Priority for light duty assignments will be given for work related illnesses or injury. Job duties/assignments for light duty will be consistent between I.O.D. and injury/sick off duty. If an employee chooses not to return to light duty, he/she will be entitled to



use available sick leave in accordance with Article 13.

- 15.3 The light duty shift shall be a forty (40) hour week, Monday - Friday from 8 AM - 5 PM with one full hour off for lunch 12 PM - 1 PM, or as mutually agreed to by the affected employee and the Fire Chief.

#### ARTICLE 16 - HOLIDAYS

- 16.1 Employees shall be granted the following holidays according to State Law and other holidays which may hereafter be declared a State holiday by the appropriate authority.

New Years Day	Labor Day
Martin Luther King Day	Veterans' Day
Presidents' Day	Thanksgiving, 4 <sup>th</sup> Thursday and Friday in November
Memorial Day	Christmas Day
Independence Day	General Election Day

- 16.2 Holiday time shall be defined as compensatory time accrued by an employee for holidays at the rate of eight and one-half (8½) hours per holiday.

- 16.3 In the event a holiday falls on a Saturday, the proceeding Friday shall be observed.  
In the event a holiday falls on a Sunday, the following Monday shall be observed.

- 16.4 Compensatory time usage:

- A. Employee shall be granted usage of compensatory time in addition to their regular vacation schedule.
- B. Employees shall be granted usage of compensatory time at times that the manning of shifts is above minimum staffing levels, except for situations of natural or man-made disasters, threats, or security issues.
  - 1. During times that manning of shifts allows an employee to use compensatory time, that employee shall not be responsible to be available to return to work during the compensatory time the

employee has been granted.

C. Employees shall have the right, at their sole discretion, to elect to receive payment for up one hundred sixty (160) hours per fiscal year of the accumulated compensatory time of the employee by requesting for payment of those hours in writing to the City.

1. The City shall make payment of compensatory time payment requests at the next regular pay period.

2. The maximum number of hours of compensatory time that can be accumulated shall be one hundred eighty (180) hours. Any additional compensatory time earned shall be paid in the pay period in which it is earned.

3. For those employees whose current balance is above 180 hours, their current balance is the maximum amount that can be accrued.

Any additional compensatory time earned shall be paid in the pay period it is earned. Once their balance falls below their current level, no additional hours may be accumulated until their balance falls below 180 hours. At that point, 180 hours becomes their new maximum allowed to be accrued.

#### ARTICLE 17 - UNIFORM ALLOWANCE

17.1 Personnel required to wear a uniform other than the "work uniform" will be provided with the required uniform.

17.2 All protective gear shall be provided by the CITY.

17.3 Uniform articles damaged beyond repair during fire fighting operations shall be replaced by the CITY. Damage to said uniform articles shall be approved and verified by the Battalion Chief prior to replacement.

#### ARTICLE 18 - SHIFT EXCHANGE

18.1 It shall be the policy of the Fire Department to authorize the trading of shifts or partial shifts. Shift trading shall be in compliance with departmental policy. All requests shall be properly filled out and forwarded through the chain of command.

18.2 Changes to trade day policies will be brought to and discussed by the Labor/Management Committee.

#### ARTICLE 19 - LEAVE OF ABSENCE

19.1 It is understood and agreed by the parties hereto that the CITY may grant leaves of absence to employees of up to six (6) months provided, however, that such employee shall not accrue any benefits, including, but not limited to, sick leave, vacation, and compensatory time. Employees must self-pay health coverage premiums while on an approved leave of absence. No leave of absence shall be granted for an employee to accept outside employment, except for training and community involvement. Existing seniority rights will be frozen during the terms of such absence. Said leave is to be granted under the terms and conditions set by the Fire Chief and City Manager.

19.2 If an eligible employee requests a leave of absence for one of the reasons identified in the Family and Medical Leave Act of 1993, the CITY will grant the request in compliance with the Act.

#### ARTICLE 20 - WORKING OUT OF CLASSIFICATION

20.1 Any member assigned the duties of a rank higher than his/her current rank shall be entitled to receive the higher pay of the acting position for actual hours worked. This does not apply to the Article on Shift Trading (Article 18).

#### ARTICLE 21 - PROMOTIONAL TESTING

21.1 The UNION shall have a qualified representative of their choosing to observe all

phases of promotional exams (if the representative chosen is a member of the Fire Department, he must be of rank equal to or above the rank being examined). The representative selected by the UNION shall not be compensated by the CITY.

21.2 The City will establish and maintain the Fire Department promotional policy in cooperation with a Promotion Policy Committee consisting of three (3) members appointed by the Union and two (2) members appointed by the Fire Chief. The Fire Chief will also be a member of the Committee. The Committee will be consulted in establishing and revising all policies relating to promotional procedures.

The Committee will deliberate and make decisions by consensus.

21.3 The Committee will be consulted in establishing and revising all policies relating to promotional procedures. The Committee will deliberate and make decisions by consensus. The Committee will be responsible for developing the methodologies, determining the type of promotional exam and study materials for promotional testing. Management will develop the actual test content, based on the study material and type of exam.

ARTICLE 22 - VACATIONS

22.1 Vacation accumulation and usage will be in accordance with State law and department policy.

22.2 Straight departmental seniority (by platoon) shall prevail in selecting vacation times.

22.3 Vacation leave credits for those employees working forty-two (42) hours per week shall be in accordance with the following schedule:

<u>Years of Employment</u>	<u>Credited Hours/Month</u>
1 day through 10 years	10.6
10 years through 15 years	12.6
15 years through 20 years	14.7

20 years on

16.7

22.4 Annual vacation selection period shall begin no later than December 1, and conclude on December 31.

The City shall allow a maximum of two (2) members off on vacation leave for all shifts selected by the members during the annual vacation selection period, with the following exceptions:

- A. No vacations will be allowed during the sixteen (16) days designated for Fire Prevention activities.
- B. Before the vacation calendar is circulated, the Training Officer will notate any scheduled out-of-state training opportunities between January 1 through March 31 for the National Fire Academy. Employees are encouraged not to select vacation dates that fall on these designated training dates, unless absolutely necessary; however, one (1) vacation selection will be allowed during this period.

Once the vacation selection period ends December 31, the Training Officer will have first opportunity to select training dates during the period of January 1 through March 31 to accommodate training opportunities, including but not limited to the National Fire Academy. No additional vacation will be granted for the dates selected by the Training Officer during the period of January 1 through March 31.

Scheduled vacation shifts vacated by members shall be allowed re-scheduling following the same procedure as in Section 22.2 of this Agreement.

Shifts not selected either during the annual vacation selection or by the Training Officer

may be allowed to be scheduled by any member on a first-come-first-serve basis upon the approval of the City.

#### ARTICLE 23 - PERSONNEL REDUCTION

- 23.1 In the case of a personnel reduction, the employee with the least seniority shall be laid off first. No new employee shall be hired until all laid off employees who retain seniority rights have been given an opportunity to return to work.
- 23.2 Seniority means the rights secured by non-temporary, full time employees by length of continuous service with the Great Falls Fire Department. Seniority shall not be effective until a nine (9) month probationary period has been successfully completed, after which time seniority shall date back to the last date of hire.
- 23.3 Seniority shall be broken when an employee:
- a. voluntarily terminates;
  - b. retires;
  - c. is discharged;
  - d. fails to report to work after layoff within thirty (30) calendar days.

#### ARTICLE 24 - NON-DISCRIMINATION

- 24.1 No employee shall be discharged except for justifiable cause.

#### ARTICLE 25 - JURISDICTIONAL DUTIES

- 25.1 UNION members shall not be required to perform any work that conflicts with the recognized jurisdiction of other unions that represent CITY employees.
- 25.2 No fire fighters shall strike, recognize a picket line of any labor organization or otherwise refuse to work or slowdown the performance of his work while in the course of his regular and official duties.

## ARTICLE 26 - MEDICAL INSURANCE

26.1 The Employer agrees to provide non-occupational health and accident insurance coverage for each insurable regular employee and insurable dependents thereof immediately following the period of exclusion provided by the terms of the master policy.

A City health insurance contribution in the amount listed below will be added to the employee's gross pay. This portion of the employee's gross pay is hereinafter referred to as the "Contribution." As part of this collective bargaining agreement, employees are required to participate in the City's health insurance plan on either a pre-tax or post-tax basis. If an employee elects to participate on a pre-tax basis, the employee shall authorize a payroll deduction from the employee's gross pay equal to the City's contribution. This deduction from the employee's gross pay will be paid into a fund maintained to provide health benefits for eligible employees.

If an employee elects to participate on a post-tax basis, the Contribution shall be taxable income to the employee and the employee shall authorize the payment of the Contribution value, after its deemed receipt, toward the employee's health insurance.

It is hereby acknowledged that both employee and employer retirement contributions will be required on this additional gross income, causing a decrease to the net income of the employee. It is also the intent of the employees and the City that the Contribution be excluded from the determination of the employee's "regular rate" of compensation as that phrase is defined under 29 U.S.C. § 207(e)(4). In the event that any subsequent law, court, arbitrator, or other lawful authority determines that the inclusion of the City's health insurance contribution in the employee's gross pay should be included in overtime compensation calculations, then the parties agree that there will be a corresponding adjustment to the affected hourly rate, pay or benefit to carry out the intent of this provision. The intent of such adjustment will be to result in the least net financial effect on both the employee and the employer.

\*The City's contribution of the composite rate will increase with future increases to the

composite rate.

Any additional premium charges after 7/1/08 and all increases in premiums through June 30, 2010 will be shared to maintain the City's 90% (ninety percent) contribution of the total premium and the employee's contribution of 10% (ten percent).

Type of Coverage	7/1/08	
	City Composite Contribution	Employee
Employee	\$783	\$21
Employee & Spouse	\$783	\$80
Employee & Child(ren)	\$783	\$76
Family	\$783	\$105

- a. The City reserves the right to add to the benefit plan in effect prior to August 1, 1988, with no obligation to negotiate, and retains the right to delete or modify any or all the added benefits with no obligation to negotiate.

Effective 7/1/97, the City reserves the right to add to, delete from, or modify the benefit plan, with no obligation to negotiate, and retains the right to delete or modify any or all of the added benefits with no obligation to negotiate.

A member of the IAFF Local #8 will be invited to attend the Health Insurance Committee meetings as a non-voting member. The Union will notify the City of its official Health Insurance Committee representative.

- b. The City shall be at liberty to make an independent selection of the insurance carrier, including the option of partially or fully self-funding with no obligation to negotiate.

#### ARTICLE 27 - JURY DUTY

27.1 An employee who is under proper summons as a juror shall collect all fees and allowances payable as a result of the service and forward the fees to the CITY. Juror fees shall be applied against the amount due the employee from the CITY.

27.2 An employee may elect to charge the juror time off as annual leave and not remit the juror fees to the CITY. Employees will be required to report back to work, regardless of the time dismissed, if not on annual leave.



## ARTICLE 28 - HEALTH/SAFETY

- 28.1 The CITY and UNION agree to jointly promote the safe and healthy working conditions, to cooperate in safety matters and to encourage employees to work in a safe manner. To this end, the CITY shall appoint a Fire Safety Advisory Committee, consisting of not more than six (6) members, three (3) of which shall be appointed by and be representative of the UNION.
- 28.2 The Committee shall be responsible for advising the Fire Chief, City Manager, and City Safety/Accident Review Committee of reasonable safety rules and regulations involving the Fire Department.
- 28.3 The Fire Safety Advisory Committee may investigate matters relating to safety, including Employee and Supervisor Loss Control Reports, and file a written report to the Fire Chief, City Manager, the City's Safety/Accident Review Committee, and the Union. The report shall be the basis for recommending preventative measures.
- 28.4 The Fire Safety Advisory Committee may recommend changes or additions to improve protective clothing and equipment.
- 28.5 The Committee shall keep minutes of all Committee meetings and a written report shall be prepared for review at the next Committee meeting, with a copy submitted to the Fire Chief.
- 28.6 The sole forum for considering and resolving matters relating to this Article shall be through the Fire Safety Advisory Committee and the Safety/Accident Review Committee.

## ARTICLE 29 - TOBACCO USE

- 29.1 Only those employees hired prior to 10/30/01 will be allowed to use tobacco on-duty in accordance with City policy and State law. Regardless of hire date,

employees can use tobacco off-duty at their own discretion.

#### ARTICLE 30 - SAVINGS CLAUSE

- 30.1 If any provision of this AGREEMENT or the application of such provision should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this AGREEMENT shall remain in full force and effect.
- 30.2 If any Article or Section of this AGREEMENT or any addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by any court or other tribunal of competent jurisdiction, the remainder of the AGREEMENT and the addendum thereto shall not be affected thereby, and the parties to this AGREEMENT shall thereafter enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory substitute for such Article or Section.
- 30.3 Regarding the application the FLSA, parties will be bound by current federal regulations, Volume 29, C.F.R., parts 500 to 599 until revoked. Should such regulations be revoked, then and upon such revocation, those terms and conditions of this AGREEMENT affected thereby and restricted thereto, shall be renegotiated to comply with the FLSA and/or new regulations issued by the Labor Department.

#### ARTICLE 31 - SUPPLEMENTAL AGREEMENT

- 31.1 During the term of this AGREEMENT and any extensions hereof, no collective bargaining shall be had upon any matter covered by this AGREEMENT or upon any matter which has been raised and disposed of during the course of the collective

bargaining which resulted in the consummation of this AGREEMENT.

This clause shall not be construed to limit, impair or act as a waiver of the UNION'S or CITY'S right to bargain collectively on changes contemplated or effected by the CITY which may affect the basic terms and conditions herein set forth.

- 31.2 The CITY and UNION acknowledge that during the negotiations which resulted in this AGREEMENT, each had unlimited right and opportunity to make demands and proposals with respect to subject or matters not removed by law from the area of collective bargaining regarding the employees covered by this AGREEMENT.

#### ARTICLE 32 - MEAL ALLOWANCE

- 32.1 In the event an employee is required to work more than two (2) hours overtime following a regular shift and for each additional five (5) hours of overtime, he shall be provided a hot meal by the City and given a reasonable amount of time to eat.

- 32.2 Monetary amounts will be as follows, if a meal is not provided by the City:

Morning meal limited to \$ 7.00  
Noon meal limited to \$ 7.00  
Evening meal limited to \$14.00

#### ARTICLE 33 - DATA ACCESS

- 33.1 Employer recognizes the necessity for the Local #8 to have possession of information to maintain the current agreement and prepare for negotiations. Upon request of Local #8, employer agrees to furnish all data requested, which falls under the public information act.

#### ARTICLE 34 – LABOR MANAGEMENT COMMITTEE

- 34.1 To enhance communications between Labor and Management there shall be a labor-management committee consisting of no less than four (4) UNION

representatives and four (4) CITY representatives. The Committee shall meet at least quarterly.

ARTICLE 35 – LINE OF DUTY DEATH BENEFIT

35.1 If an employee is “killed in the line of duty”, the City agrees to pay the health insurance premium for dependants who are on the plan at the time of his/her death for twelve (12) months. The determination as to whether or not an employee was “killed in the line of duty” will be made by the City’s workers’ compensation carrier.

ARTICLE 36 - TERM OF AGREEMENT

36.1 This AGREEMENT shall be effective as of the first day of July, 2008 and shall remain in full force and effect through the thirtieth day of June, 2010. This AGREEMENT shall be subject to such change or modification as may be mutually agreed upon by the parties hereto.

36.2 If either party wishes to open any part of this AGREEMENT, written notice must be mailed prior to sixty (60) days of the expiration date of this contract. Failure to give sixty (60) days with notice of intent to open, this AGREEMENT will then remain in force for one (1) year from expiration date.

EXECUTED at Great Falls, Montana, this \_\_\_\_ day of \_\_\_\_\_, 2008.

CITY OF GREAT FALLS, MONTANA

ATTEST:

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

(SEAL OF CITY)

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
REVIEWED FOR LEGAL CONTENT:  
City Attorney

LOCAL #8  
INTERNATIONAL ASSOCIATION  
FIRE FIGHTERS AFL-CIOCLC

ATTEST:

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary-Treasurer

\_\_\_\_\_  
Vice-President

ADDENDUM 1

SCHEDULE A

Employees shall be paid according to the following pay schedule (monthly):

The City proposes to change the pay period from semi-monthly to bi-weekly, if every other unit agrees to the change.

Ranks	Rank % X's FF	7/1/08 (3.5% *plus 2% EMT in base)	7/1/09 (3.25%)
Probationary Fire Fighter	FF X's .95	\$3,041	\$3,140
Fire Fighter (After 6 mos.)*		\$3,201	\$3,305
Fire Fighter First Class	15%	\$3,681 <del>3,679</del>	\$3,801
Engineer	18%	\$3,777 <del>3,775</del>	\$3,900
Captain	30%	\$4,161 <del>4,158</del>	\$4,297
Battalion Chief	45%	\$4,641 <del>4,638</del>	\$4,792

\*Initial probationary employees are excluded from the bargaining unit per Section 2.1 of the Agreement. Although excluded from representation, it is agreed that after six months of employment, employees will receive 100% of the base salary of a fire fighter. Employees will not receive an additional increase in base wages upon the successful completion of their probationary period.

\*Beginning 7/1/08, EMT-Basic Certification of 2% was added to the Fire Fighter base wage.

**CERTIFICATION PAY:**

Paramedic certification pay:

1. Fire Fighter Base X's 4.5%  
Criteria: 1<sup>st</sup> increase effective upon the Department Administration receiving proof of Paramedic certification
2. Fire Fighter Base X's 7%  
Criteria: Additional 2.5% effective upon the Department Administration receiving proof of successfully completing proctoring requirements (Practicing Paramedic)

The number of Paramedics: maximum of 20, increasing at management's discretion.

**Inspector:**

An employee assigned to the Inspector position shall receive a special pay in the amount of \$100/mo.

**Engineer:**

Engineer requires five (5) years in rank as Fire Fighter 1/C. In addition to the above pay schedule, employees shall be compensated as follows:

**LONGEVITY:**

\$15.50 per month per year of service.



**Item:** Great Falls Animal Shelter Medical Director Contract

**From:** Police Department

**Initiated By:** Police Department/Captain Shanks

**Presented By:** Cloyd Grove, Chief of Police

**Action Requested:** Postpone bid award on Great Falls Animal Shelter Medical Director Contract

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**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission postpone awarding the bid for a one-year Animal Shelter Medical Director Contract.”

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

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**Staff Recommendation:** It is recommended that the City Commission postpone the bid for a one year Animal Medical Shelter Director contract to allow staff more time to evaluate the proposals.

**Background:**

Significant Impacts The animals held at the Great Falls Animal Shelter will receive consistent medical care from a licensed veterinarian. By awarding an annual contract, budgeting for professional services becomes more manageable and controls fluctuating rates. Treatment and aftercare will also be more consistent since previously, a variety of veterinarians would help the shelter, leading to differing opinions and directives on care.

Citizen Participation None. Professional services only.

Workload Impacts Workload is not expected to change, although it is anticipated that the Medical Director will be able to provide additional training to staff on recognizing and treating injuries and illnesses to animals. This training can reduce the introduction of disease which has previously quarantined the entire facility for weeks at a time.

Purpose The contract is intended to provide medical care for animals at the Great Falls Animal Shelter. Because of the specific limitations of the December 2007 Request for Proposal which called for up to 40 hours of service per week, a number of veterinarians did not respond. Only one bid was received and this was for part-time only service and did not meet the legal requirements of the bid. The RFP has since been modified to include “relief” veterinarians who will support the lead Animal Medical Director. This addition is intended to help veterinarians who are trying to balance the needs of their clients and those of the animal shelter.

Evaluation and Selection Process The specifications were advertised in the Great Falls Tribune and mailed to prospective bidders. The bids were opened on September 8, 2008. Time will be needed for full evaluation of the bid summaries, confirmation of submitted credentials, and interviews with the prospective bidders.

**Concurrences:** The purpose of this contract is to follow the recommended action plan of the Staton Report. No other organizations have been consulted.

**Fiscal Impact:** It is anticipated that the contract award will keep the medical budget for the shelter at \$10,000 or less. It should be noted that the unfortunate duty of euthanasia creates an additional expense for veterinary services. The GF Animal Shelter has trained staff members through a certified euthanasia course and is currently undergoing application through the State Board of Veterinary Medicine and U.S. Drug Enforcement Administration for licensing to administer euthanasia without having to use a licensed veterinarian. It is projected that a cost savings of approximately \$3,000 will result annually.

**Alternatives:** N/A

**Attachments/Exhibits:** N/A





**Item:** Appointment to the City-County Health Board  
**From:** City Manager's Office  
**Initiated By:** City Commission  
**Presented By:** City Commission  
**Action Requested:** Appoint one member to the City-County Health Board

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**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission appoint \_\_\_\_\_ to the City-County Health Board to fill the remainder of a three-year term through December 31, 2009.”

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

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**Staff Recommendation:** It is recommended that the City Commission appoint one member to the City-County Health Board to fill the remainder of a three-year term through December 31, 2009.

**Background:** Raymond Hoffman was appointed to the City-County Health Board in December of 2006. Mr. Hoffman has resigned from the Board; therefore, it is necessary to appoint someone to fill the remainder of his term.

Purpose

The Board consists of seven members, two appointed by the City Commission with members serving a three-year term. The City-County Health Board is concerned with the operation and management of the City-County Health Department.

Evaluation and Selection Process

Announcements regarding the opening were placed in the *Great Falls Tribune* and on the City's Website. One application was received for consideration by the Commission in making this appointment.

Continuing members of this board are:

Lyle Meeks (City)  
Don Jelinek (DDS)

Marcus Johnson (MD)  
Deb McCracken (County)

Citizens interested in serving on this Board:  
Sue Anne Warren

**Concurrences:** The City-County Health Board recommends appointment of this applicant.

**Fiscal Impact:** Not applicable.

**Alternatives:** Continue advertising to seek further citizen interest.

**Attachments/Exhibits:**

Board Application



**Item:** Appointments to the Business Improvement District

**From:** City Manager's Office

**Initiated By:** City Commission

**Presented By:** City Commission

**Action Requested:** Appoint three members to the Business Improvement District

**\*\*REVISED\*\***

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**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission appoint \_\_\_\_\_ and \_\_\_\_\_ to four-year terms through June 30, 2012, and appoint \_\_\_\_\_ to fill the remainder of a four-year term through June 30, 2009, 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 appoint two members to the Business Improvement District for four-year terms through June 30, 2012, and appoint one member to fill the remainder of a four-year term through June 30, 2009.

**Background:** Ira Kaufman Jr. has served since 1997 and is not eligible for reappointment. Phil Kiser was appointed in 2004 and is not interested in reappointment. Therefore, it is necessary to appoint two new members. Bill Stuff resigned from the Board. It is necessary to appoint one member to fill the remainder of his term.

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.

Evaluation and Selection Process

Announcements regarding the opening were placed in the *Great Falls Tribune* and on the City's Website. Three applications were received for consideration by the Commission in making this appointment.

Continuing members of this board are:

Steve Alley  
Julie Duffy  
Allison Fried  
Anthony Longin

Citizens interested in serving on this Board:

Patrick Laabs  
Jayson Olthoff  
Stacey Schaefer  
Hayley Lenington-Leray  
Russell Woith

**Concurrences:** Not applicable.

**Fiscal Impact:** Not applicable.

**Alternatives:** Continue advertising to seek further citizen interest.

**Attachments/Exhibits:**

Board Applications



Agenda # 26  
Commission Meeting Date: October 6, 2008

**CITY OF GREAT FALLS**  
**COMMISSION AGENDA REPORT**

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**Item:** Amended Plat, Findings of Fact and Development Agreement, all related to a portion of Lot 1, Block 19, Sun River Park Addition

**From:** Charles Sheets, Planner 1

**Initiated By:** John L. and Linda L. Swanson, Property Owners

**Presented By:** Benjamin Rangel, Planning Director

**Action Requested:** City Commission approve the Amended Plat, Findings of Fact and Development Agreement

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**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (approve/deny) the Amended Plat of a Portion of Lot 1, Block 19, Sun River Park Addition, Findings of Fact and Development Agreement.”

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

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**Planning Board Recommendation:** The Planning Board, during a meeting held August 12, 2008, passed a motion recommending the City Commission approve the Amended Plat of a Portion of Lot 1, Block 19, Sun River Park Addition, Findings of Fact and fulfillment of the stipulated conditions.

**Background:** John and Linda Swanson have submitted an application to subdivide a portion of Lot 1, Block 19, Sun River Park Addition into two parcels. The existing parcel is 47,025 sq. ft. and has two single-family residences on the easterly 278 feet of the parcel. The two residences will remain on the east parcel and the owners intend to construct a new single-family residence on the newly created 15,135 sq. ft. westerly parcel.

For additional information, please refer to the attached Vicinity Map and the reduced drawing portion of the Amended Plat.

The proposed parcel has frontage on 2<sup>nd</sup> Avenue Southwest which is public right-of-way that is maintained as a graveled street. The owners have stated they would waive their right to protest paying their proportionate share of standard pavement, curb and gutter when deemed necessary

by the City. The neighborhood was developed as a suburban residential subdivision and does not have sidewalks, curbs, gutters or roadways improved to City standards.

City water and sanitary sewer mains are available in 2<sup>nd</sup> Avenue SW to serve the proposed parcel. The two existing single-family dwellings are already connected to City utilities.

Subject parcel is presently zoned R-1 Single-family suburban district, wherein the minimum parcel size is 15,000 sq. ft.

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

**Fiscal Impact:** The City should not experience any additional fiscal impact for the requested action.

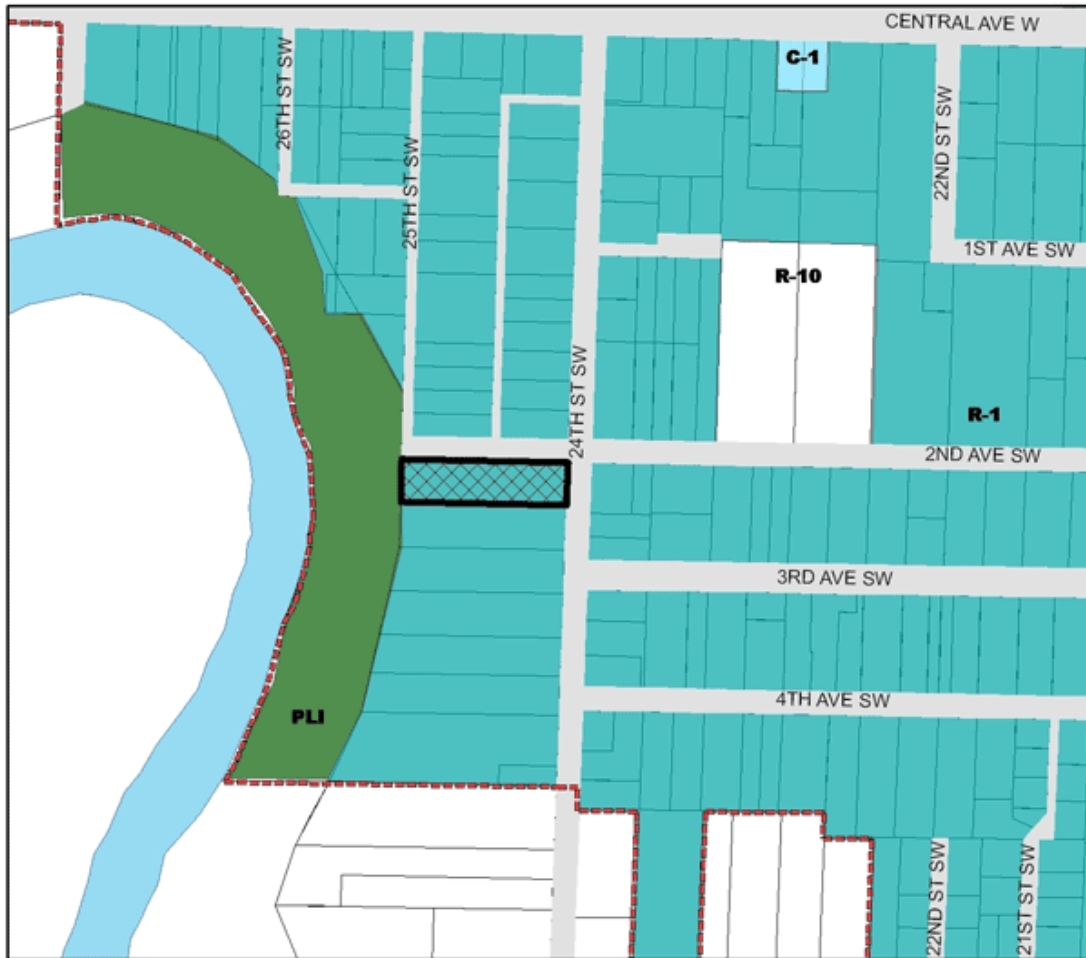
**Alternatives:** If there are justifiable reasons to do so, the City Commission could deny the requested action to the extent allowed in City Code and State Statute.

**Attachments/Exhibits:**

1. Vicinity/Zoning Map
2. Reduced draft of the Amended Plat
3. Findings of Fact
4. Development Agreement (Not available online; on file in City Clerk's Office.)

Cc: Jim Rearden, Public Works Director  
Dave Dobbs, City Engineer  
John and Linda Swanson, 2400 2<sup>nd</sup> Ave SW, Great Falls, MT 59404

# VICINITY/ZONING MAP



PROPOSED AMENDED PLAT OF A PORTION OF LOT 1, BLOCK 19, SUN RIVER PARK ADDITION

--- City Limits

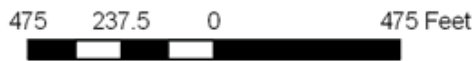
C-1 Neighborhood commercial

Tracts of land outside City

R-1 Single-family suburban

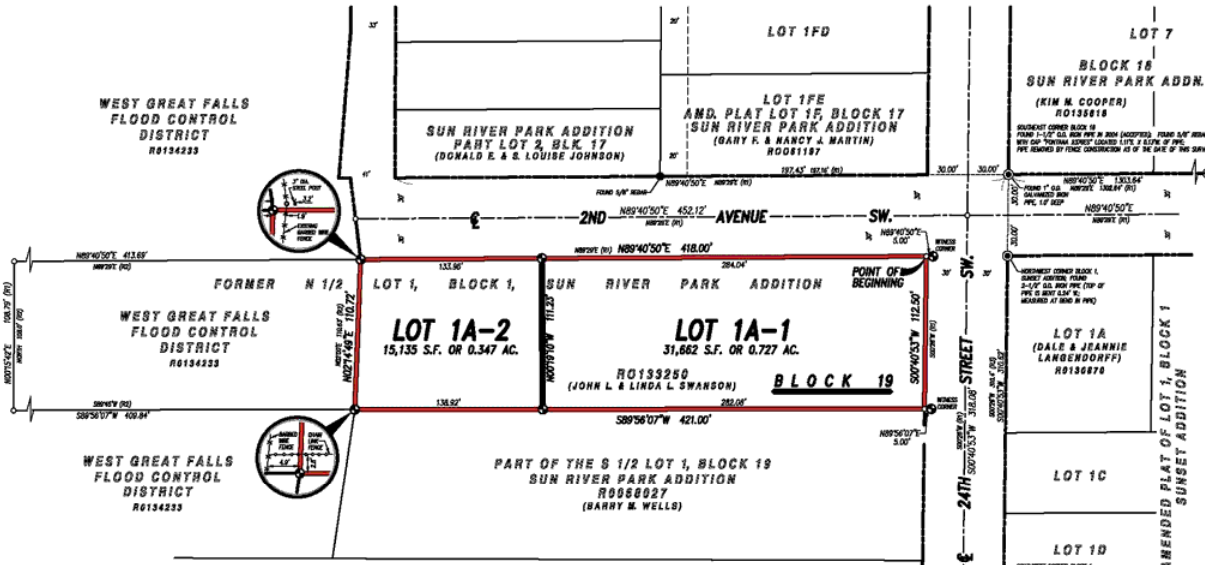
PLI Public Lands and Institutional

Rivers



# AMENDED PLAT OF A PORTION OF LOT 1, BLOCK 19, SUN RIVER PARK ADDITION TO THE CITY OF GREAT FALLS, MONTANA

A DIVISION OF THE PARCEL DESCRIBED IN R0133250, SITUATED IN THE NE1/4 SEC. 9, T.20N., R.3E., P.M., GREAT FALLS, CASCADE COUNTY, MONTANA



**CERTIFICATE DISPENSING WITH PARK DEDICATION**  
Because the original plat of the SUN RIVER PARK ADDITION provided dedicated park land, and because Section 78-3-521(2)(a), M.C.A. does not require park dedication where only one additional lot is created, the City Commission of Great Falls, Montana, during a meeting on the \_\_\_\_ day of \_\_\_\_\_, 200\_\_, dispensed with park dedication requirements.

**CERTIFICATE OF AVAILABILITY OF MUNICIPAL SERVICES**  
I, Gregory T. Dujon, City Manager of the City of Great Falls, Montana, do hereby certify that adequate municipal facilities for the supply of water and disposal of sewage and solid waste are available to the properties depicted on the accompanying plat, namely the location of the City of Great Falls, Montana, and this certificate is made pursuant to Section 78-4-124, M.C.A., thereby permitting the Clerk and Recorder of Cascade County, Montana, to record the accompanying plat.  
Dated this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

**CERTIFICATE OF CITY COMMISSION**  
I, Gregory T. Dujon, City Manager of the City of Great Falls, Montana, do hereby certify that the accompanying AMENDED PLAT OF A PORTION OF LOT 1, BLOCK 19, SUN RIVER PARK ADDITION was duly examined and approved by the City Commission of the City of Great Falls, Montana, at its regular meeting on the \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

**CERTIFICATE OF PUBLIC SERVICE DIRECTOR**  
I, Jim Hearden, Public Service Director of the City of Great Falls, Montana, do hereby certify that I examined the accompanying AMENDED PLAT OF A PORTION OF LOT 1, BLOCK 19, SUN RIVER PARK ADDITION and the survey it represents, and that I find the same conform to regulations governing the platting of lands, and to presently platted adjacent land, as near as circumstances will permit and I do hereby approve the same.  
Dated this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

**CERTIFICATE OF GREAT FALLS PLANNING BOARD**  
We, the undersigned, John Hearden, Chairman of the said Great Falls Planning Board, Great Falls, Montana, and Benjamin M. Harpel, Secretary of said Great Falls Planning Board, do hereby certify that the accompanying AMENDED PLAT OF PORTIONS OF LOT 1, BLOCK 19, SUN RIVER PARK ADDITION, has been submitted to the said Great Falls Planning Board for consideration by them and was found by them to conform to law and was approved at a meeting held on the \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

**CERTIFICATE OF COUNTY TREASURER**  
I, Jean Anderson, County Treasurer of Cascade County, Montana, do hereby certify that I examined the records covering the areas included on the accompanying AMENDED PLAT OF A PORTION OF LOT 1, BLOCK 19, SUN RIVER PARK ADDITION and found that all taxes and special assessments have been paid to date.  
Dated this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

**CERTIFICATE OF SURVEYOR**  
I, STEPHEN D. BABBL, PROFESSIONAL LAND SURVEYOR, LICENSED BY THE STATE OF MONTANA, DO HEREBY CERTIFY THAT DURING THE MONTH OF SEPTEMBER, 2008, THAT I PERSONALLY PERFORMED THE SURVEY THAT THE ACCOMPANYING DRAWING REPRESENTS, AND THAT THIS SURVEY IS IN COMPLIANCE WITH THE PROVISIONS SET FORTH IN SECTIONS 78-3-402 AND 403 M.C.A., AND THAT ALL INSTRUMENTS SHOWN ARE OF THE TYPE AND CHARACTER AND OCCUPY THE POSITIONS SHOWN.  
DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 200\_\_.

**PRELIMINARY**  
THIS SURVEY AND PLAT ARE VALID ONLY IF THE PRINT HAS THE ORIGINAL SEAL AND SIGNATURE OF THE LAND SURVEYOR

STEPHEN D. BABBL, PROFESSIONAL LAND SURVEYOR, MONTANA REGISTRATION NO. 11899 LS

**CERTIFICATE OF OWNER**  
WE, JOHN L. SWANSON AND LINDA L. SWANSON, THE UNDISBURSED PROPERTY OWNERS, DO HEREBY CERTIFY THAT WE HAVE CAUSED TO BE SURVEYED AND PLATTED INTO LOTS, AS SHOWN ON THE ACCOMPANYING PLAT, THE FOLLOWING DESCRIBED PARCELS OF LAND:

**LEGAL DESCRIPTION**  
A PARCEL OF LAND BEING THE SAME PROPERTY DESCRIBED IN R0133250 IN THE RECORDS OF CASCADE COUNTY, DESCRIBED AS A PORTION OF THE NORTH HALF (N/2) OF LOT 1, BLOCK 19, SUN RIVER PARK ADDITION TO THE CITY OF GREAT FALLS, MONTANA, AND BEING SITUATED IN THE THE NORTHEAST QUARTER (NE1/4) OF SECTION 9, TOWNSHIP 20 NORTH, RANGE 3 EAST, OF THE PRINCIPAL MERIDIAN, CASCADE COUNTY, MONTANA, DESCRIBED AS FOLLOWS:

COMMENCING AT the Northeast Corner of said Lot 1, Block 1, of SUN RIVER PARK ADDITION to Great Falls, Cascade County, Montana, said point being the POINT OF BEGINNING of the parcel herein described.

THENCE S00°40'51"W (S00°28'W recorded) along the east line of said Lot 1, a distance of 421.00 feet to the Southeast Corner of the North Half of said Lot 1;

THENCE S89°26'07"W along the south line of said North Half of Lot 1, a distance of 421.00 feet to the east line of the parcel described in R0133250;

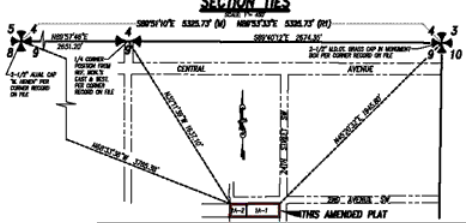
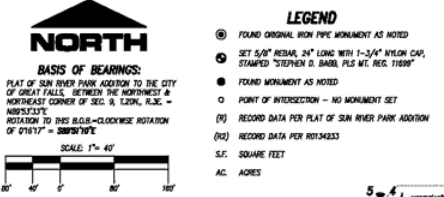
THENCE along said east line, N52°14'49"E (N62°20'05" recorded) a distance of 110.72 feet (110.83 feet recorded) to a point which lies on the north line of said Lot 1;

THENCE along said north line, N89°40'50"E (N89°29'E recorded) a distance of 418.00 feet to the POINT OF BEGINNING of the parcel herein described.

CONTAINING IN ALL 46,787 square feet or 1.074 acres, AND

THE ABOVE DESCRIBED PARCEL IS TO BE KNOWN AND DESIGNATED AS: AMENDED PLAT OF A PORTION OF LOT 1, BLOCK 19, OF THE SUN RIVER PARK ADDITION TO THE CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA, AND

**PURPOSE OF SURVEY**  
THE PURPOSE OF THE SURVEY WHICH THE ACCOMPANYING PLAT REPRESENTS IS TO SUBDIVIDE INTO TWO LOTS THE PROPERTY DESCRIBED IN R0133250 IN THE RECORDS OF CASCADE COUNTY, MONTANA.



JOHN L. SWANSON, Co-owner      Dated:      LINDA L. SWANSON, Co-owner      Dated: \_\_\_\_\_

**ACKNOWLEDGED:**

State of MONTANA )  
County of CASCADE ) ss.

On this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, before me, a Notary Public in and for the State of Montana, appeared JOHN L. & LINDA L. SWANSON, known to me to be the persons that executed the foregoing instrument.

IN WITNESS WHEREOF I have set my hand and affixed my official seal the day and year herein above first written.

Notary Public for the State of Montana  
Printed Name: \_\_\_\_\_  
Residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

S E A L

**CERTIFICATE OF MORTGAGEE**  
I, \_\_\_\_\_, authorized representative for Countywide Bank, FSB, holder of a mortgage on all or a portion of the properties included within the boundaries of the accompanying Amended Subdivision Plat, do hereby join in and consent to the creation of the said above as the accompanying plat. Nothing herein shall be construed as a satisfaction, release or waiver of Mortgagee's interest in the subject property, whether in whole or in part.

Dated this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

For: Countywide Bank, FSB, Mortgagee  
By: \_\_\_\_\_, authorized representative

**SHEET 1 OF 1**

**AN AMENDED PLAT OF A PORTION OF LOT 1, BLOCK 19, SUN RIVER PARK ADDITION TO THE CITY OF GREAT FALLS, MONTANA**

DATE: SEPT. 9, 2008      SCALE: 1" = 40'  
JOB NO. 0818      DRAWN BY: S. BABBL

**BABBL LAND SURVEYING, INC.**  
829 ALLICE DRIVE GREAT FALLS, MONTANA 59403  
(406) 368-1188 • (406) 368-1189 FAX • (406) 758-6599 CELL • EMAIL: SBABBL@BBLSURVEYING.COM

© Copyright 2008, State Land Surveying by: STEPHEN D. BABBL



**FINDINGS OF FACT**  
**FOR AMENDED PLAT OF A PORTION OF LOT 1, BLOCK 19,**  
**SUN RIVER PARK ADDITION, LOCATED IN NE¼ SECTION 9,**  
**TOWNSHIP 20 NORTH, RANGE 3 EAST TO GREAT FALLS**  
**CASCADE COUNTY, MONTANA**  
(PREPARED IN RESPONSE TO 76-3-608(3)MCA)

I. PRIMARY REVIEW CRITERIA

**Effect on Agricultural**

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

**Effect on Local Services**

The subdivision is in the City Limits of the City of Great Falls and is served by the Great Falls Police and Fire Departments. Response distance for emergency fire vehicles is 2.4 miles. City water and sanitary sewer mains exist in the abutting portion of 2<sup>nd</sup> Avenue SW. Access to subject property is provided by the abutting 2<sup>nd</sup> Avenue SW which is maintained as a gravel roadway by the City.

**Effect on the Natural Environment**

The subdivision is not expected to adversely affect soils or the water quality or quantity of surface or ground waters. Subject property is presently occupied by 2 single-family residential units. The purpose of the subdivision is to create a second parcel to accommodate a new dwelling unit.

**Effect on Wildlife and Wildlife Habitat**

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

**Effect on Public Health and Safety**

The subdivision is protected from flooding of the Sun River by the West Great Falls Flood District Dike. Based on available information, the subdivision is not subject to other abnormal potential natural hazards such as wildfire, snow or rock slides, nor potential man-made hazards such as high voltage power lines, high pressure gas lines, high traffic volumes, or mining activity.

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

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

III. EASEMENT FOR UTILITIES

Utilities are and can be accommodated in the existing abutting public right-of-way for 2<sup>nd</sup> Avenue SW.

IV. LEGAL AND PHYSICAL ACCESS

Legal and physical access to the subdivision is provided by the abutting 2<sup>nd</sup> Avenue SW which is a dedicated roadway, maintained by the City Of Great Falls.