



City Commission Agenda

for

December 18, 2007

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

CALL TO ORDER: 7:00 P.M.

PLEDGE OF ALLEGIANCE

ROLL CALL

NEIGHBORHOOD COUNCILS

1. Swearing In Ceremony.
2. Appointment, Neighborhood Council District 1. Action: Appoint Fred Rausch to Neighborhood Council District 1 for a two-year term effective January 1, 2008. **(Presented by: Lisa Kunz)**
3. Drawing and Appointment, Neighborhood Council District 4. Action: Conduct drawing and make appointment to Neighborhood Council District 4 for a two-year term effective January 1, 2008. **(Presented by: Lisa Kunz)**
4. Miscellaneous reports and announcements.

PUBLIC HEARINGS

OLD BUSINESS

5. Ord. 2993, Amending OCCGF Title 5.3.7.720 Emergency Medical Service License and Create OCCGF 8.9 Emergency Medical Services. Action: Accept Ord. 2993 on first reading and set public hearing for January 8, 2008. **(Presented by: Randy McCamley)**

NEW BUSINESS

6. Comprehensive Annual Financial Report, Fiscal Year 2006-2007. Action: Accept or deny the 2006-2007 Comprehensive Annual Financial Report and Independent Auditor's report. **(Presented by: Coleen Balzarini)**
7. Pledge to McLaughlin Research Institute. Approves pledge of \$84,000 to McLaughlin Research Institute toward the necessary community match in order to secure state funding to expand and enhance the facility. Action: Approve or deny pledge. **(Presented by: Cheryl Patton)**

ORDINANCES/RESOLUTIONS

8. Res. 9720, Montana Board of Investments Loan Agreement for Installation of Twelve (12) City-Owned Residential Street Lights in

Meadowlark Addition No. 5. Action: Adopt or deny Res. 9720.

(Presented by: Coleen Balzarini)

9. Res. 9722, Relating to \$5,500,000 Multifamily Housing Revenue Bonds (Autumn Run Apartments Project), Approving a First Supplement to the Indenture of Trust. Action: Adopt or deny Res. 9722. **(Presented by: Coleen Balzarini)**

CONSENT AGENDA *The Consent Agenda is made up of routine day-to-day items that require Commission action. Items may be pulled from the Consent Agenda for separate discussion/vote by any Commissioner.*

10. Minutes, December 4, 2007, Commission meeting.
11. Total Expenditures of \$869,956 for the period of November 27 through December 12, 2007, to include claims over \$5000, in the amount of \$674,118.
12. Contracts list.
13. Lien Release List.
14. Grants List.
15. Set public hearing for January 8, 2008, on Res. 9721, Building, Plumbing, Electrical and Mechanical Permit Fee Increase.
16. Payoff of short term construction loan to Great Falls Port Authority in an amount of \$382,392.05 related to the final phase of Centene Facility Construction.
17. Approve City co-sponsorship in an amount up to \$500 for use of the Mansfield Theatre for the Montana String Teachers Association – BARRAGE.
18. Approve Right-of-Way Agreement with the Montana Department of Transportation for the reconstruction of Overlook Drive.
19. Approve purchase of RecTrac and WebTrac by Vermont Systems in the approximate amount of \$63,390.
20. Approve Funding Agreement with the Montana Department of Transportation for Air Quality Equipment.
21. Approve Interlocal Agreement with Cascade County and the Montana Department of Transportation for the MPDES Storm Water Permit.
22. Approve Final Payment to United Materials of Great Falls, Inc. and the State Miscellaneous Tax Division in the amount of \$23,489.98 for Schedule Two of the Medical Technology Park, Lot 3, Utility and Street Improvements.
23. Approve Final Payment to Phillips Construction and the State Miscellaneous Tax Division in the amount of \$2300.29 for the Milwaukee R.O.W. Storm Drainage Improvements – Phase II.
24. Award bid for six new 2008 police pursuit vehicles to City Motor Company in the amount of \$120,259.

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

BOARDS & COMMISSIONS

25. Reappointments, Great Falls Planning Advisory Board. Action: Reappoint Danna Duffy, Joseph Schaffer, and Terry Hilgendorf to the Great Falls Planning Advisory Board for three-year terms through December 31, 2010.
26. Miscellaneous reports and announcements.

CITY MANAGER

27. Miscellaneous reports and announcements.

CITY COMMISSION

28. Miscellaneous reports and announcements.

PETITIONS AND COMMUNICATIONS *(Please keep your remarks to a maximum of 5 minutes)*

29. Miscellaneous reports and announcements.

MOTION TO ADJOURN

CITY OF GREAT FALLS, MONTANA

AGENDA # 2

A G E N D A R E P O R T

DATE December 18, 2007

ITEM Neighborhood Council Member Appointment– District 1

INITIATED BY Patty Cadwell, Neighborhood Council Coordinator

ACTION REQUESTED Make Appointment

PRESENTED BY Lisa Kunz, City Clerk

- - - - -

RECOMMENDATION: It is recommended that the City Commission appoint Fred Rausch to Neighborhood Council - District 1 for a two year term effective January 1, 2008.

MOTION: I move the City Commission to appoint Fred Rausch to Neighborhood Council - District No. 1 for a two year term effective January 1, 2008.

SYNOPSIS: The Neighborhood Council election was held November 6, 2007, in conjunction with the City's general election. Pursuant to Title 2, Chapter 50 of our Municipal Codes, each neighborhood district shall have a council comprised of five resident members. In the case of Neighborhood Council - District No. 1, 11 write-in individuals tied for the fifth seat on that council. The election administrator has verified and reported that those individuals are qualified electors and residents of their designated neighborhood district. On December 4, 2007, the Commission held a drawing of the tie vote candidates and Fred Rausch's name was drawn. He was subsequently contacted and is willing to be appointed.

A G E N D A R E P O R T

DATE December 18, 2007

ITEM Neighborhood Council Member Appointment– District 4

INITIATED BY Patty Cadwell, Neighborhood Council Coordinator

ACTION REQUESTED Conduct Drawing and Make Appointment

PRESENTED BY Lisa Kunz, City Clerk

- - - - -

RECOMMENDATION: It is recommended that the City Commission conduct another drawing of the Neighborhood Council – District 4 tie vote candidates and then make an appointment to Neighborhood Council – District 4.

MOTION: After conducting the drawing, I move the City Commission to appoint _____ to Neighborhood Council - District No. 4 for a two year term effective January 1, 2008.

SYNOPSIS: The Neighborhood Council election was held November 6, 2007, in conjunction with the City’s general election. Pursuant to Title 2, Chapter 50 of our Municipal Codes, each neighborhood district shall have a council comprised of five resident members. In the case of Neighborhood Council - District No. 4, six write-in individuals tied for the fifth seat on that council. The election administrator has verified and reported that those individuals are qualified electors and residents of their designated neighborhood district. On December 4, 2007, the Commission held a drawing of the tie vote candidates and Roberta Bigelow’s name was drawn. She was subsequently contacted and declined to be appointed. Therefore, it is necessary to conduct another drawing to appoint the fifth seat of Neighborhood Council - District 4

The City Attorney recommends the City Commission hold a fair and impartial drawing of the tie vote candidates to select the fifth member of Neighborhood Council - District 4.

AGENDA REPORT

DATE December 18, 2007

ITEM: Ordinance 2993, Amending OCCGF TITLE 5.3.7.720 & Create OCCGF 8.9

INITIATED BY: RANDY MCCAMLEY, FIRE CHIEF

ACTION REQUESTED: Accept Ordinance 2993 Upon First Reading and set Public Hearing and Final Reading for January 8, 2008.

PRESENTED BY: RANDY MCCAMLEY, FIRE CHIEF

RECOMMENDATION:

Staff recommends accepting Ordinance 2993 which would amend OCCGF Title 5.3.7.720 Emergency Medical Service License and Create OCCGF Title 8.9 Emergency Medical Service.

MOTION:

"I move the City Commission accept Ordinance 2993 upon first reading and set a public hearing and final reading for January 8, 2008.

SYNOPSIS:

Ordinance 2993 would revise the current Special Business License Title 5.3.7.720 for ambulance transport companies and create a new article 8.9 Titled Emergency Medical Services. These changes are necessary to provide the leadership and infrastructure for improving the overall safety and stability of the EMS system. The new code will establish provisions for an ambulance performance contract with a private ambulance provider as well as develop training standards, safety requirements, and an ambulance fee schedule. These changes will results in a more cohesive emergency medical system to serve the public.

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 a comprehensive analysis of the EMS system in Great Falls and provided 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, state

concerns and to offer a cooperative effort to make needed improvements to the EMS system.

One of the main recommendations coming out of the Summit was to organize 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, the development of a regional system was not plausible. However it was agreed upon by all stakeholders to work together more regionally.

At this point the Task Force was officially dissolved but all 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 ordinance change and additions are a result of the Abaris Group's recommendations. As EMS and ambulance experts they have offered needed changes that are the precursor to an ambulance performance contract. The new ordinance more clearly spells out how the City will manage and provide oversight to the EMS system within the city limits and the 16 Great Falls Fire Districts.

These changes and additions to the city code are written to address only 911 responses for emergency medical assistance within the city's jurisdiction. Non-emergent inter-facility ambulance transports were purposely not addressed in this ordinance.

Over the last few weeks, the local ambulance owner has expressed concerns over several articles of the proposed EMS Ordinance. Fire department staff members, along with our consultant, have worked diligently to address many of the issues they raised, but unfortunately a few differences still remain. At the core of the remaining issues is the authority for system oversight and the day to day operational and medical decision making process. It appears the private ambulance companies would like to have an Advisory Board vote on all decisions. In contrast, our consultant is recommending this final authority remains with the city and its contracted medical director.

As Ken Riddle points out in a recent letter:

“It is not the intent of the recommendation or EMS ordinance to have the EMS Advisory Board serve as the regulatory agency for the EMS system. As stated above the role is advisory to the City's EMS system administrator and to provide a forum for collaboration and leadership for the EMS system.”

Our research of national best practices clearly indicates that the City of Great Falls as the Authority Having Jurisdiction, must maintain regulatory control and responsibility for the system to achieve true safety and stability. If the city were to abdicate this responsibility to an Advisory Board as recommended by the ambulance companies, our system will continue to lack the very infrastructure, oversight and leadership needed to address the vulnerabilities as identified in the Abaris Group Report.

By design and out of necessity the system will need oversight. This is not to say that decisions will be made in a vacuum. It is understood that essential to any positive and

healthy relationship there needs to be an open communication process founded in the spirit of cooperation and collaboration from the system's stakeholders. Our consultants have recommended the creation of Advisory Boards to help guide these decisions and I would expect this Board to be actively involved in the normal decision making process.

ORDINANCE 2993

AN ORDINANCE AMENDING OCCGF TITLE 5 CHAPTER 3 ARTICLE 7 SECTION 720 PERTAINING TO EMERGENCY MEDICAL LICENSES AND CREATING TITLE 8 CHAPTER 9 SECTION 8 EMERGENCY MEDICAL SERVICES

WHEREAS, the City of Great Falls is responsible for ensuring the citizens of Great Falls receive prompt prehospital emergency care during medical emergencies; and

WHEREAS, the State of Montana allows cities to provide ambulance services in a manner set forth in MCA 7-34-103; and

WHEREAS, the foundational strength of any Emergency Medical Services system is based on strong collaboration and coordination among system components; and

WHEREAS, comprehensive policies and procedures along with performance contracting are necessary to standardize the individual system components and promote a more safe and stable system.

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

That OCCGF Title 5, Chapter 3, Article 7, Section 720 is amended as depicted in Exhibit A wherein all language with a bold-face font will be added and all language with a strikeout is removed, and OCCGF Title 8, Chapter 9, Section 8 is created as depicted in Exhibit B.

PASSED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, this 8th day of January, 2008.

Dona R. Stebbins, Mayor

ATTEST:

Lisa Kunz, City Clerk

(SEAL OF THE 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 2993 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 8th day of January, 2008, and approved by the Mayor of said City on the 8th day of January, 2008.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said City this 8th day of January 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 8th day of January, 2008, and prior thereto, she was the City Clerk of the City of Great Falls, Montana; that as said City Clerk she did post as required by law and as prescribed and directed by the Commission, Ordinance 2993 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

Title 5, Chapter 3, Article 7, Section 720

Article 7 EMERGENCY MEDICAL SERVICES LICENSES

Sections:

- [5.3.7.700 Definitions.](#)
- [5.3.7.710 License required](#)
- [5.3.7.720 Criteria for license](#)
- [5.3.7.730 Cancellation of license](#)
- [5.3.7.740 Notice and hearing required](#)
- [5.3.7.750 Existing services](#)
- [5.3.7.760 Exemptions](#)

5.3.7.700 Definitions

For the purpose of this chapter, the following terms and words shall have the meanings set forth in this section, unless the context requires otherwise.

“Ambulance” means a privately or publicly owned motor vehicle or aircraft that is maintained and used for the transportation of patients.

“Emergency Medical Services” means a pre-hospital emergency medical transportation or treatment service provided by an ambulance service.

“License Certificate” means the City emergency services license issued or renewed to any person to engage in the ambulance service business. A new ambulance service business license shall be issued only after a favorable determination of public convenience and necessity by the City Commission.

“License Year” means a fiscal year from July 1 through June 30.

“Patient” means an individual who is sick, injured, wounded or otherwise incapacitated or helpless. The term does not include a person who is non-ambulatory and who needs transportation assistance solely because that person is confined to a wheel chair as the person’s usual means of mobility.

“Person” means an individual, firm, partnership, association, corporation, company, group of individuals acting together for a common purpose, or any other organization of any kind.

“Public Convenience and Necessity” means qualified, fit, able and willing to perform and provide an ambulance service fitting and suited to serve the public need within the City without substantially or significantly adversely impacting the public interest in the overall general provision of the ambulance service within the City. (Ord. 2743, 1998)

5.3.7.710 License required

- A. No person shall conduct or operate an emergency medical service within the City without first obtaining a license as provided in this chapter.
- B. All such license certificate(s) shall be for a City license year or for the remainder thereof. A license certificate shall expire at the conclusion of each licensure year and shall be renewable subject to the ability to meet the standards set by the City and the State Department of Health and Human Services as to fitness and ability to operate an emergency ambulance service.
- C. No license shall be issued under this chapter to any new applicant unless the City Commission shall, after conducting a public hearing and review, find that another ambulance service is in the public interest, for the public convenience and necessity, and that the applicant is fit, willing and able to perform such public transportation, and to operate in compliance with Montana State Law and the provisions of this chapter.
- D. If the City Commission finds that another ambulance service would be in the public interest, the City Commission shall authorize the issuance of a License Certificate of public convenience and necessity stating the name and address of the applicant, the location of the ambulance service and the date of the issuance. If the City Commission does not find that public convenience and necessity would benefit from another ambulance service, the application shall be denied. Existing ambulance services may continue to operate within the City as long as they comply with the provisions of this chapter and are in compliance with Montana State Law.
- E. There must be paid to the City, with each application for a license or for renewal of a license, a license fee that shall be set by resolution.
- F. The license is not transferable.
- G. The license is non-exclusive. (Ord. 2743, 1998)

5.3.7.720 Criteria for license

Any person desiring to obtain a license required by this chapter shall demonstrate the ability to meet the following requirements **according to Title 8, Chapter 9.**

- ~~A. The applicant must possess a current license from the Department of Health and Environmental Sciences to provide emergency medical services, both transport and treatment at the Advanced Life Support level.~~

- ~~B.—The applicant must provide emergency medical services at the Advanced Life Support level, throughout the City, twenty four (24) hours per day, seven (7) days per week.~~
- ~~C.—Each responding ambulance shall be staffed with a minimum of one National Registry Paramedic and one EMT.~~
- ~~D.—The applicant must have adequate personnel, vehicles, equipment and facilities to respond at the Advanced Life Support level to emergency calls to all locations within the City within eight (8) minutes or less on at least ninety percent (90%) of such calls. The applicant must take into consideration emergency responses outside the City limits, to ensure they have adequate staffing, vehicles and equipment to meet the response requirements as outlined in this chapter.~~
- ~~E.—The applicant must comply with rules and regulations governing emergency medical services and emergency medical technicians, as promulgated by the State of Montana, Department of Health and Human Services and the Board of Medical Examiners as outlined in the Administrative Rules of Montana.~~
- ~~F.—All emergency medical services providers must have a signed agreement with the City of Great Falls 911 Dispatch Center for providing dispatch services. All emergency medical providers shall abide by the rules and procedures as outlined in the City of Great Falls 911 Center Policy Manual.~~
- ~~G.—The applicant must have a commercial general liability, including auto, insurance policy, in a form acceptable to the City, insuring the applicant for not less than the \$1 million per occurrence, for bodily injury or death and \$1 million per occurrence for loss or damage to property; and \$2 million aggregate. Said policy shall name the City as an additional named insured. The applicant must provide proof of such insurance coverage prior to issuance of the license. (Ord. 2743, 1998)~~

5.3.7.730 Cancellation of license

The City may cancel a license if it finds that the licensee has:

- A. Violated any provision of this chapter or of the rules promulgated by the Montana Department of Health and Human Services or the Board of Medical Examiners, as contained in the Administrative Rules of Montana, or violation of policy, rules and procedure as outlined in the City of Great Falls 911 Center Policy Manual; and,
- B. Failed or refused to remedy or correct the violation within the time and in the manner directed by the City. (Ord. 2743, 1998)

5.3.7.740 Notice and hearing required

- A. The City shall not deny or cancel a license without
 1. Delivery to the applicant or licensee of a written statement of the grounds for denial or cancellation of the charge involved;

2. An opportunity to answer at a hearing before the City Commission to show cause, if any, why the license should not be denied or canceled.
- B. After receipt of written notice of grounds for denial or cancellation or charges, any applicant or licensee desiring a hearing before the City Commission must make written application within ten (10) days of such notice. (Ord. 2743, 1998)

5.3.7.750 Existing services

Any person providing emergency medical services with the City as of the effective date of this chapter shall have a period of one hundred twenty (120) days to meet the requirements and obtain the license required by this article, exclusive of the public hearing and City Commission determination of public convenience and necessity as stated in 5.3.7.710(C). (Ord. 2743, 1998)

5.3.7.760 Exemptions

The provisions and requirements of this chapter shall not apply to:

- A. The Great Falls Fire Department except as provided in 5.3.7.720(A) through 5.3.7.720(E).
- B. Any person providing emergency medical services outside the City who, in the course of providing such services, transports a patient from outside the City into or through the City.
- C. Any person providing emergency medical services within the City who is providing such services at the request of the City pursuant to a written mutual aid agreement between the City and the person. (Ord. 2743, 1998)

Title 8

Chapter 9

EMERGENCY MEDICAL SERVICES

Sections:

8.9.010	Purpose
8.9.020	Authority
8.9.030	Definitions
8.9.100	Emergency medical services (EMS) system
8.9.105	EMS system administrator
8.9.110	EMS system components
8.9.115	EMS system medical direction
8.9.120	Establishment of an EMS Advisory Board
8.9.200	City of Great Falls EMS responsibilities
8.9.205	Replacement of fire department items
8.9.300	Emergency medical services license required
8.9.310	Ambulance service performance contract required
8.9.315	Issuance of ambulance service performance contract
8.9.320	Transferability of ambulance service performance contract
8.9.325	Extension of ambulance service performance contract
8.9.330	Breach of contract and default
8.9.335	Criteria for ambulance service performance contract
8.9.340	Ambulance service performance requirements
8.9.345	Conflict Resolution
8.9.350	Penalties
8.9.355	Performance security
8.9.360	Submittal of reports for requests for service
8.9.365	Release of information
8.9.370	Confidentiality of records
8.9.375	Ambulance service rates
8.9.380	Right of property not granted
8.9.385	City to be held harmless
8.9.390	Ambulance service provider bound by City, State, and Federal regulations

8.9.010 Purpose.

The purposes of this Chapter are:

- A. To allow for the orderly and lawful operation of the emergency medical services (EMS) system in the City;
- B. To enact regulations, policies, and procedures, which are necessary for the public health and safety regarding first response and 911 emergency ambulance service in the City;
- C. To enact regulations, policies, and procedures for issuing contracts and regulating 911 emergency ambulance services to ensure safe, competent, efficient and adequate care is provided within the City; and
- D. To allow for adequate 911 emergency ambulance services and to establish ambulance service rates recommended by the City's contracted ambulance service and approved by the City Commission.

8.9.020 Authority.

The City Manager, or designee, shall have the authority to establish the necessary procedures to carry out and enforce the intent of this Chapter. (Ord. 2672, 1995)

8.9.030 Definitions.

For the purpose of this Chapter, the following terms and words shall have the meanings set forth in this Section, unless the context requires otherwise:

- A. "Advanced life support (ALS)" shall mean an advanced life support provider as defined in the Administrative Rules of Montana 24.156.2701.
- B. "Advanced life support service" shall mean an ambulance service or non-transporting medical unit that has the capacity and is licensed by the State of Montana to provide care at the EMT-Paramedic equivalent level 24 hours a day, seven days a week.
- C. "Ambulance" shall mean a privately or publicly owned motor vehicle that is maintained and used for the transportation of patients and that meets all Montana ambulance licensure requirements.
- D. "Ambulance service" shall mean an emergency medical service that utilizes an ambulance to respond to 911 emergency calls.
- E. "Ambulance service performance contract" shall mean an agreement between the City and an ambulance service provider used as an instrument to authorize and regulate ambulance service in the City.
- F. "Ambulance service provider" shall mean the business of, or a person owning, operating, managing, or maintaining as principal or agent of one or more ambulances for the purpose of providing 911 emergency ambulance services within the City EMS system. The ambulance service provider may be a public or private entity.
- G. "Ambulance service rates" shall mean any monetary charge, fare, fee, rate, or other consideration or compensation for ambulance service.
- H. "Approved" shall mean acceptable to the authority having jurisdiction.
- I. "City" shall mean the incorporated area of the City of Great Falls and the Fire Districts served by Great Falls Fire Rescue.
- J. "Emergency medical services (EMS)" shall mean the services, personnel, resources, equipment, and supporting administration and infrastructure used in responding to medical emergencies, providing emergency medical care, first response services, the transporting of patients, while rendering emergency medical treatments.
- K. "Emergency medical services (EMS) call" shall mean first responder and ambulance service provided to evaluate and treat medical conditions of recent onset and severity that would lead a prudent layperson, possessing an average knowledge of medicine and health, to believe that urgent and/or unscheduled care is required.
- L. "Emergency medical services (EMS) system" shall mean the interrelated but separate public and private entities including, but not limited to, ambulance service providers, and fire

departments, which, optimally, work together in the timely and appropriate provision of emergency medical services to the citizens and visitors of the City.

- M. "Fire department" shall mean Great Falls Fire Rescue (GFFR).
- N. "First response service" shall mean the provision of EMS provided by a responder prior to the arrival of the ambulance service.
- O. "Grandfathering" shall mean the City Commission may contract with an existing ambulance service provider without conducting a competitive process for ambulance service providers.
- P. "Patient" shall mean any person in need of or in the process of receiving emergency medical care.
- Q. "Person" shall mean an individual, firm, partnership, association, corporation, company, group of individuals acting together for a common purpose, or any other organization of any kind.
- R. "Public convenience and necessity" shall mean qualified, fit, able, and willing to perform and provide an ambulance service fitting and suited to serve the public need within the City without substantially or significantly adversely impacting the public interest in the overall general provision of the ambulance service within the City. (Ord. 2743, 1998)

8.9.100 Emergency medical services (EMS) system.

The public welfare requires the providing of assistance and encouragement for the development of a comprehensive emergency medical services program for the City of Great Falls. The City shall establish and administer an emergency medical services (EMS) 911 system. The City may contract with a private ambulance service provider to provide emergency medical treatment and transportation of patients within the City.

8.9.105 EMS system administrator.

The City shall establish an EMS system administrator appointed by the City Manager to represent the City and the City Commission. The duties and responsibilities of the EMS system administrator shall include, but not be limited to, the following:

- A. Development and implementation of a comprehensive EMS system planning process.
- B. Develop guidelines and performance standards for each component of the City EMS system.
- C. Establish and articulate the roles and responsibilities for EMS system participation.
- D. Coordinate with the EMS system medical director on issues related to medical procedures, EMS protocols, and quality improvement processes.
- E. Coordinate with all EMS system participants to develop and ensure a management structure and accountability process for the EMS system.
- F. Serve as the chair of the City's EMS Advisory Board.
- G. Provide mechanisms for the continuous evaluation of the EMS system including a comprehensive quality improvement program.
- H. Establish an EMS system quality improvement committee in consultation with the EMS system medical director and other EMS system participants.
- I. Administer and supervise the ambulance service performance contract.
- J. Establish procedures, and policies in consultation with the EMS Advisory Board to ensure a safe, stable, and effective EMS system throughout the City.
- K. Any other duties as needed to ensure a safe, stable, and effective EMS system throughout the City.

8.9.110 EMS system components.

The EMS system of the City shall include the participation of the following components:

- A. Cascade County Consolidated Dispatch Center.
- B. Fire department.
- C. Ambulance service provider.

- D. Air ambulance service provider.
- E. Local and regional medical facilities.
- F. Any other entity or agency that may be required for the safe, stable, and effective delivery of EMS in the City as identified by the EMS system administrator.
- G. The public at large.

8.9.115 EMS System Medical Direction.

The City shall provide for an EMS 911 system medical director to provide overall medical direction for the City EMS 911 system. The duties and responsibilities for the EMS system medical director shall include, but is not be limited to, the following:

- A. Review and approval of all EMS training programs that are necessary for operation of the EMS 911 response system.
- B. Development and implementation of medical protocols for all EMS personnel.
- C. Serve as the vice-chair of the City's EMS Advisory Board.
- D. Serve as the chair of the EMS system's quality improvement committee.
- E. Conduct periodic quality improvement reviews as is dictated based on EMS system needs
- F. The EMS system medical director shall serve as the medical director for the fire department and the 911 emergency ambulance service provider.
- G. The cost of the EMS system medical director will be shared by both the fire department and ambulance service provider. The City will administer any contract with the EMS system medical director.
- H. The EMS 911 system medical director shall not have oversight over the non-emergent and inter-facility transport services that may be provided by the contracted ambulance service.
- I. Medical Director Selection Process: When the Medical Director's position becomes vacant, the System Administrator in conjunction with an ambulance company representative will collaborate to recruit and interview a physician to serve as the system's Medical Director.

8.9.120 Establishment of an EMS Advisory Board.

- A. The City Commission shall establish an EMS Advisory Board representative of the EMS system participants.
- B. The City Commission shall appoint the members of the EMS Advisory Board. Members of the EMS Advisory Board should include, but not be limited to, the following representatives:
 - (1) EMS system administrator (chair).
 - (2) EMS system medical director (vice-chair).
 - (3) Emergency Department manager.
 - (4) Neighborhood Council Coordinator.
 - (5) Cascade County Consolidated Dispatch Center Supervisor.
 - (6) Fire department EMS Coordinator.
 - (7) Ambulance service provider administrator or manager.
 - (8) Fire department EMT or paramedic.
 - (9) Ambulance service EMT or paramedic.
- C. Other EMS Advisory members may be appointed by the City Commission as needed to ensure all EMS system participants affected by the decisions of the EMS Advisory Board are represented.
- D. The EMS Advisory Board will provide input and discuss issues related to the City's EMS system and serve in an advisory capacity to the City's EMS administrator.
- E. The EMS administrator will have the authority regarding EMS system operational issues on behalf of the City and the City Commission and the EMS system medical director will have the final authority regarding medical procedures, protocols, or practices.
- F. The City Commission will have oversight responsibility for the EMS Administrator and the EMS Advisory Board.

- G. The EMS Advisory Board will meet on a regular basis, not less than 4 times a year, to address issues affecting the EMS system, to ensure the performance of the EMS system and that the EMS system is safe, stable, and effective.

8.9.200 City of Great Falls EMS responsibilities.

- A. The City has the primary responsibility to ensure that effective, safe, and reliable EMS is provided to the City.
- B. The fire department shall provide EMS first response services to all EMS calls within the City and other areas and locations that they may respond.
- C. The fire department may transport patients when it is in the interest of the patient's health and safety. Standard operating guidelines or protocols shall be established by the EMS system medical director in conjunction with the EMS Advisory Board to determine when this is appropriate. The Fire Department may transport when time is critical to patient care and when the patient is packaged and ready for transport and when an ambulance is not immediately available or shall be delayed.

8.9.205 Replacement of fire department items.

Disposable items used by the fire department in providing patient care and treatment shall be replaced at the incident by the ambulance service provider. If it is not in the best interest of patient care to complete the replacement of disposable items at the incident, the fire department will furnish the ambulance service provider with a list of items to be replaced accompanied by the name, if known, and incident number of the patient for whom the items were used. The ambulance service provider shall, within 48 hours of receipt of the list of items, resupply fire department with all items on such list to be delivered them at Fire Station 1, 105 9th Street South. All brand name specific supplies as identified by all EMS participants and approved by the EMS Advisory Board shall be replaced with said brand name. Otherwise, a brand name equivalent replacement may be used but shall be approved by the medical director. Within 24 hours, or such longer period as has been established as policy by the EMS Advisory Board, the ambulance service provider will retrieve and return to the fire department all durable equipment supplied by the fire department in providing EMS and any other fire department equipment which has come into the ambulance service provider's possession.

8.9.300 Emergency medical services license required.

No person shall conduct or operate an ambulance service within the City without first obtaining a license as required in Title 5, Chapter 3, Article 7 of the City Code.

8.9.310 Ambulance service performance contract required.

- A. All persons who wish to operate, conduct, advertise, engage in or profess to be engaged in the 911 emergency ambulance business or service of the transportation of any patient by ambulance upon the streets or any public way or place within the City, shall only do so upon the execution of an ambulance service performance contract issued by the City.
- B. Any City ambulance service contractor is required by this Chapter to obtain an ambulance service performance contract from the City to provide 911 emergency ambulance services within the City's jurisdiction.
- C. Upon recommendation of the City Manager, the City Commission shall make the final determination to execute an ambulance service performance contract with an ambulance service provider for ambulance service to City 911 emergency calls.
- D. No ambulance service performance contract will be approved under this Chapter to any new ambulance service unless the City Commission shall, after conducting a public hearing and review, find that another ambulance service is in the public interest, for the public convenience

and necessity, and that the ambulance service provider is fit, willing and able to perform such public service, and to operate in compliance with Montana state law, the Administrative Rules of Montana, and the provisions of this Chapter.

- E. No unauthorized ambulance service shall be dispatched to 911 emergency calls or allowed to transport patients within the City except during a catastrophic incident or disaster if demand for resources overwhelms the EMS system.
- F. Nothing in this Chapter shall be construed to modify or in any way affect existing state laws concerning ambulance services.

8.9.315 Issuance of ambulance service performance contract.

An ambulance service performance contract can only be issued by the City Commission by “grandfathering” or completion of a competitive process in accordance with Montana state law. The City reserves the right to issue an interim contract to any ambulance service provider for the City under emergency circumstances such as when the contracted ambulance service provider fails to perform the services they had agreed to under the performance contract and this ordinance. If during an exceptional event as judged by the City Manager that the health and safety of the residents of the City is threatened or jeopardized, he or she shall take such actions necessary to alleviate that threat. Such action may include, but is not limited to, temporary assignment of an ambulance service provider to provide services in the City. Emergency action taken by the City Manager must be ratified and approved by the City Commission within 30 calendar days to remain valid. The City Commission will determine the term of the action, and the City Commission may issue an interim ambulance service performance contract for a specified term.

8.9.320 Transferability of ambulance service performance contract.

- A. An ambulance service performance contract shall not be transferable by the ambulance service provider to another person, party or business, for the purpose of providing ambulance service within the City unless formally approved by the City Commission.
- B. The City Manager, at his/her discretion, may allow the contracted ambulance service provider to subcontract for ambulance services. Any subcontractor must comply with the provisions of this Chapter and all other appropriate City Codes.
- C. If the City approves the use of a subcontractor, the primary contractor shall retain accountability for delivering the required contract performance. The inability or failure of any subcontractor to perform any duty or deliver contracted performance will not excuse the primary contractor from any responsibility in this Chapter or in the ambulance service performance contract.

8.9.325 Extension of ambulance service performance contract.

The City Commission will determine the length of an ambulance service performance contract. At the discretion of the City Commission, contract extensions may be granted, or the contract may provide for automatic annual renewals based on achievement of performance measures and customer service requirements specified by the City.

8.9.330 Breach of contract and default.

- A. An ambulance service performance contract issued by the City Commission may be suspended or terminated by the City Commission for non-compliance with this Chapter, the terms of the ambulance service performance contract, or the performance standards specified in the ambulance service performance contract as agreed to by both parties.
- B. An ambulance service performance contract shall contain performance criteria and provisions for the suspension or termination of the contract for failure to meet the performance criteria or other provisions, including response time standards.
- C. The ambulance service performance contract shall contain provisions defining major and minor breach of contract infractions and specified time periods for correcting infractions.

- D. An ambulance service performance contract shall contain provisions designed to assure continuity of ambulance service in the event of default or breach of contract by the ambulance service provider and any subsequent suspension or termination by the City.

8.9.335 Criteria for ambulance service performance contract.

Any person desiring to obtain an ambulance service performance contract with the City as required by this Chapter shall demonstrate the ability to meet the following requirements:

- A. The ambulance service provider must possess a current license from the State of Montana, Department of Health and Human Services to provide emergency medical services, both transport and treatment at the advanced life support (ALS) level.
- B. The ambulance service provider must provide emergency medical services at the ALS level, throughout the City, 24 hours per day, and seven days per week.
- C. Each responding ambulance shall be staffed with a minimum of one Montana Certified Paramedic and one Montana certified Emergency Medical Technician (EMT).
- D. The ambulance service provider must have adequate personnel, vehicles, equipment, and facilities to respond to all locations within the City to meet the response time standards specified in the ambulance service performance contract.
- E. The ambulance service provider must comply with rules and regulations governing emergency medical services and emergency medical technicians, as promulgated by the State of Montana, Department of Health and Human Services and the Board of Medical Examiners as specified in the Administrative Rules of Montana.
- F. The emergency medical providers to include the contracted ambulance service will use the Cascade County Consolidated Dispatch Center. They shall abide by the rules and procedures as outlined in the CCCDC policy manual.
- G. The ambulance service provider must have a commercial general liability insurance policy, including automobile coverage, in a form acceptable to the City, insuring the ambulance service provider for not less than \$2,000,000.00 per occurrence for bodily injury or death, and \$2,000,000.00 per occurrence for loss or damage to property; and \$4,000,000.00 aggregate. All policies of insurance under this chapter 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 30 days prior to alteration, cancellation, termination, or non-renewal of coverage.
- H. The ambulance service provider shall provide the City a list of the full names of all ambulance drivers and attendants, identifying each person's EMS certification level; certification number or paramedic license number; issuing jurisdiction; CPR certification, Montana Drivers License number, and Ambulance Driver Certificate, as well as the expiration dates for each. The list shall be updated and provided to the City on an annual basis and any changes (including additions or deletions) will be provided on a quarterly basis or as requested by the City. The City shall take reasonable steps to protect confidentiality and security of the individual certification and license number of the contracted ambulance staff.

8.9.340 Ambulance service performance requirements.

- A. The ambulance service performance contract shall include specific response time standards for 911 EMS calls.
- B. Additional performance requirements related to personnel, vehicles, equipment, and patient care shall also be included in the ambulance service performance contract.

8.9.345 Conflict Resolution.

A. Medical issues

The City's EMS Medical Director has full, complete and final authority over all medical treatments, procedures and protocol for the EMS system. This conflict resolution process addresses only financial, operational, and contractual conflicts/issues.

B. Employee issues

The Fire Department and the ambulance company jointly devised an Ambulance Conflict Resolution Standard Operating Guide (SOG #E-012) in April of 2007. The guide provides a process to address conflicts between staff of the private ambulance service and the Great Falls Fire Department members and will continued to be utilized when appropriate.

C. Financial, Operational and Contractual issues

All other conflicts/issues arising related to the delivery of emergency services involving the Great Falls 911 Emergency Services System will follow the process outlined below. The conflict/issue should be resolved at the lowest level possible.

If the issue can not be resolved at this initial level, the issue should be submitted in writing by either party to the EMS Administrator within five (5) business days (Monday – Friday) of first occurrence or first knowledge. The party carrying the issue forward must include their requested remedy.

The EMS Administrator has ten (10) business days from receipt of the written conflict/issue to investigate the matter, take the appropriate corrective action, if any, and provide a written response to the parties involved.

If the EMS Administrator's decision does not resolve the issue, then either party may submit the issue in writing to the City Manager within five (5) business days of receipt of the EMS Administrator's decision. The City Manager, or designee, shall investigate the issue and render a decision within ten (10) business days.

If the City Manager's decision does not resolve the issue, then either party may submit the issue in writing to the City Commission within five (5) business days of receipt of the City Manager's decision.

The City Commission may choose to affirm the decision of the City Manager, further investigate the issue, or modify the decision of the City Manager.

This final step in the conflict resolution process must be completed within thirty (30) calendar days from the time the written issue is presented to the City Commission. The decision is final and binding.

D. Waiver

If the complaint is not presented within the time limits set forth above, it shall be considered "waived." If a complaint is not appealed to the next step in the specific time limit or any agreed extension thereof, it shall be considered settled on the basis of the last answer. If the parties do not answer a grievance or an appeal thereof within the specified time limits, the parties may elect to treat the complaint as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the parties.

8.9.350 Penalties.

- A. An ambulance service performance contract shall provide for penalties and remedies in the event the ambulance service provider fails to comply with personnel, equipment and reporting requirements of this Chapter and the ambulance service performance contract, including response time standards for 911 emergency responses.
- B. The penalties paid to the City shall be used to pay for EMS related expenses, including public education programs, and administrative oversight of ambulance service providers.

8.9.355 Performance security.

- A. The 911 emergency ambulance service provider shall provide security in an amount equal to the City's reasonably anticipated operating costs for two months of 911 emergency ambulance services.
- B. Security shall be provided in the form of:
 - 1) Cash,
 - 2) An irrevocable letter of credit issued by a financial institution rated at least "A" by Moody's or Standard & Poor's,
 - 3) An irrevocable guaranty issued by an entity rated at least "A" by Moody's or Standard & Poor's,
 - 4) A surety bond issued by an insurance company rated at least "A" by Moody's, Standard & Poor's or A.M. Best or,
 - 5) Such other forms of security as may be agreed to by the City and the ambulance service provider in writing.
- C. An ambulance service performance contract may include provisions that protect the interests of the City and provides for continued ambulance services in the event of a suspension or termination of the contract, the failure of any ambulance service provider and any takeover of services that may be enacted by the City.

8.9.360 Submittal of reports for requests for service.

- A. At the request of City, the ambulance service provider shall submit reports, records and other information regarding emergency transports that are necessary to verify the ambulance service provider's compliance with this ordinance and the ambulance service performance contract executed pursuant to this Chapter. These reports, records, and information shall be submitted in the format and on the date requested by the City. The specific information that is to be provided in these reports will be clearly set forth in the performance contract, including when and how often such reports will be submitted to the City.
- B. The ambulance service provider may keep records using account numbers or patient numbers rather than names and addresses; provided that such records shall include the fire department incident number.

8.9.365 Release of information.

Upon receipt of a written request from any patient who has been transported by the ambulance service contractor, they shall provide to the patient all information related to the transport in question, to the extent permitted by the federal HIPAA Privacy Regulations or state law including but not limited to all of its billing records relating to patient and supported by the account number and/or patient number. Additionally at the City's request and if so authorized by the patient, the ambulance service contractor shall provide all information related to the transport in question to the City.

8.9.370 Confidentiality of records.

- A. Except as otherwise provided in this Section, information provided by the ambulance service provider to the City for purposes of determining compliance with the requirements of this Chapter and the ambulance service performance contract shall be considered public records.

- B. An ambulance service provider may seek and the City shall provide confidential treatment to protect against the disclosure or public inspection of commercially valuable or proprietary information, such as commercially valuable or proprietary information related to performance.
- C. Any information provided to the City which contains a natural person's name, address, medical condition or diagnosis, incident location, social security number, personal financial records, telephone number, home address, e-mail address, names of family members, or work history, or which otherwise constitutes "protected health information" as that term is applied in the Federal Health Insurance Portability and Accountability Act of 1996, and regulations under ("HIPAA"), shall be considered confidential. Such confidential information shall not be released by the City to the public unless the person to whom the information applies has first agreed in writing, in a format which complies with HIPAA requirements, to release of the information. To the extent permitted by HIPAA and other applicable law, reports containing confidential information and information deemed to be public may be released if such confidential information is first redacted.

8.9.375 Ambulance service rates.

- A. The contracted ambulance service shall submit to the EMS administrator a proposed ambulance fee schedule that will be approved by the City Commission if said fees are consistent with industry best practices, the market, and applicable federal and state laws.
- B. The ambulance service may not refuse transport based on the patient's inability to pay.

8.9.380 Right of property not granted.

Any ambulance service performance contract granted pursuant to this Chapter shall not impart to the ambulance service provider any right of property in any City rights-of-way or other City property. The ambulance service performance contract shall be construed to have granted nonexclusive permission and authority to operate within the City.

8.9.385 City to be held harmless.

The contracted ambulance service provider 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, or losses and causes of action which may arise from or in connection with the services provided under the ambulance service performance contract, except to the extent any such claims, liability, losses, or causes of action arise from the acts or omissions of the City.

8.9.390 Ambulance service provider bound by City, State, and Federal regulations.

The ambulance service provider shall be subject to all requirements of the City's ordinances, rules, regulations and specifications insofar as the regulations and specifications are not in violation of any applicable State or Federal regulations. The City reserves every right and power to exercise any requirement of the Great Falls Municipal Code, and the ambulance service provider, by its acceptance of the ambulance service performance contract, agrees to be bound thereby and to comply with any action under (or requirement) of the Great Falls Municipal Code, as it exists now or as amended in the future.

AGENDA REPORT

DATE December 18, 2007

ITEM Audit Report, FY 2006-2007

INITIATED BY Fiscal Services Department

ACTION REQUESTED Accept Comprehensive Annual Financial Report with Audit Report

PREPARED BY Judy D. Hardinger, Accounting Technician Sr.

REVIEWED AND APPROVED BY Coleen Balzarini, Fiscal Services Director

RECOMMENDATION:

Staff recommends the City Commission accept the FY 2006-2007 Comprehensive Annual Financial Report (CAFR) and approve the responses to the auditor's recommendations contained in the FY 2006-2007 Audit Management Letter.

MOTION:

I move the City Commission accept the FY 2006-2007 Comprehensive Annual Financial Report and Independent Auditor's report as presented as well as approve the responses to the Audit Management Letter recommendations as presented, and authorize staff to submit the responses to the State of Montana, Department of Administration and other government agencies as necessary.

SYNOPSIS:

Junkermier, Clark, Campanella, Stevens, P.C., Certified Public Accountants, conducted the City's FY 2006-2007 Annual Audit. Based on the Independent Auditor's report, the general purpose financial statements present fairly, in all material respects, the financial position of the City of Great Falls, Montana, as of June 30, 2007, and the results of its operations and the cash flows of its proprietary fund types for the year then ended in conformity with generally accepted accounting principles.

BACKGROUND:

The City's Audit Committee received a copy of the FY 2006-2007 CAFR, the Independent Auditor's report, responses to the GFOA's (Government Finance Officers Association) comments on the FY 2005-2006 CAFR and a brief summary of the FY 2006-2007 audit on December 13, 2007. The Audit Committee recommends the City Commission accept the CAFR and annual Independent Auditor's report.

Along with the FY 2006-2007 Audit Report, the City's auditors (Junkermier, Clark, Campanella, Stevens, P.C., Certified Public Accountants) issued a separate Audit Management Letter. The letter comments on internal control recommendations related to the operations of the City that **could** adversely affect the City's ability to record, process, summarize, and report financial data. The

attached document notes that the auditors' have no recommendations for FY 2006-2007 and no prior year recommendations were made.

The FY 2006-2007 CAFR will be submitted to the Government Finance Officers Association's (GFOA) Certificate of Achievement Program for review. The prior year's CAFR was submitted and subsequently awarded the Certificate of Achievement for Excellence in Financial Reporting. The City has received this certification every year since FY 1993-1994. It is anticipated the FY 2006-2007 CAFR will meet all requirements to receive the certification as well, since all comments and recommendations made by GFOA for improvement of presentation were implemented in the FY 2006-2007 CAFR.

CITY OF GREAT FALLS, MONTANA
Financial and Compliance Audit
For the Year Ended June 30, 2007

RESPONSE TO INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL STRUCTURE:

CASH

During the current year, we noted that the Municipal Court and Payroll accounts had checks outstanding that were over one year old.

Current Status: The Payroll checks outstanding in total were \$988.26 for 10 checks. The Municipal Court checks outstanding in total were \$3,766.00 for 34 checks. The State Court Software now being used to track fines, forfeitures, bonds required program modifications to allow for the write off of outstanding checks. In 2008, the City is proceeding to replace or write off all Payroll and Municipal Court checks over a year old. This procedure will be followed for future years.

DEBT

During the years ended June 30, 2001 through current year under audit, the City did not meet the rate covenant provision for the Golf Course revenue bonds. The percent of bond coverage was less than the required 140%. The bond covenants require the City prepare a schedule of altered rates, charges, and rentals.

Current Status: In 2005, the City hired the National Golf Federation consulting firm to conduct a study of the golf course operations in order to develop operation alternatives, a five year business plan, and develop a seven to ten year operations proforma. Although the rate covenants were not met in 2007, forward progress has been made in that effort. The City continues to explore long-term solutions to the financial health of the Golf Course Fund.

A G E N D A R E P O R T

DATE December 18, 2007

ITEM: McLaughlin Research Institute Funding Request

INITIATED BY: McLaughlin Research Institute Board and Staff

ACTION REQUESTED: Approve Funding Pledge

PRESENTED BY: Cheryl Patton, Assistant City Manager

- -

RECOMMENDATION: Staff recommends the City Commission consider an economic development related funding package for McLaughlin Research Institute and approve the following motion:

MOTION: I move the City Commission approve a pledge of \$84,000 to McLaughlin Research Institute toward the necessary community match in order to secure state funding to expand and enhance the facility.

SYNOPSIS: McLaughlin Research Institute (MRI) has secured a \$2M challenge grant from the Montana Department of Commerce to expand and equip the facility. The MRI Board has requested the City assist with meeting the \$2M match requirement. Staff has identified the following potential funding sources for possible City assistance. MRI Board should consider submitting grant applications to the City for both Community Development Block Grant (CDBG) and Community Transportation Enhancement Program (CTEP) funding. Staff has also identified \$84,000 that could be pledged to contribute to this important community project.

The project meets the requirements established in Resolution 9351, which established criteria for City assistance for community projects. The expansion of the Institute will provide jobs, create economic development, leverage state dollars to benefit the economy and enhance the Institute's importance as a biomedical research facility nationwide.

BACKGROUND:

The McLaughlin Research Institute began in Great Falls in 1954 under the direction of Dr. Ernst Eichwald as the *Laboratory for Experimental Medicine* in conjunction with the Montana Deaconess Hospital. In 1964, Dr. Eichwald recruited Jack H. Stimpfling from the Jackson Laboratory in Bar Harbor, Maine to join him in Great Falls. Drs. Eichwald and Stimpfling worked quietly until 1966 when the Deaconess Hospital moved to a new location. The hospital had promised the researchers space in the new facility -which did not materialize so the two researchers moved their research programs into two abandoned mom and pop grocery stores. The Columbus Hospital, under the Catholic Sisters of Providence, with the support from a local contractor, John L. McLaughlin, built a new facility, named as the McLaughlin Research Institute, which opened in May of 1967. Dr.

Eichwald subsequently returned to the University of Utah and Dr. Stimpfling continued as the only researcher.

In 1987, Dr. Stimpfling announced his intention to retire and the Columbus Hospital convened a committee to decide the fate of the Institute. The committee had the vision to recommend expanding the Institute and two new scientists were recruited to direct the expansion. Through the efforts of the Institute, staff of the Columbus Hospital, community leaders, the State Legislature and Montana's congressional delegation a combination of state and federal funding was obtained in 1991 to construct a new research laboratory at its present location. MRI became an independent, non-profit research organization in 1989.

The Institute currently houses four research teams working on prion disease, fronto-temporal dementia, Alzheimer's disease, hearing loss, diabetes, multiple sclerosis, peripheral neuropathies and Parkinson's disease. In the past 16 years the Institute has brought \$52 M of out of state funding into the local economy.

The proposed expansion will allow for three additional scientists to work at McLaughlin Research Institute. Each scientist brings a support staff of five, so the economic impact of the proposed expansion is 18 new jobs to the community. Also the Institute has a very strong teaching educational mission and a recently awarded five-year grant from the Howard Hughes Medical Institute will allow McLaughlin to expand its educational mission by increasing the number of student and teacher internships. This program will help McLaughlin continue the tradition of fostering the next generation of biomedical researchers and physicians.

FINANCIAL CONSIDERATION: The total project is estimated at \$6 M. \$2 M must be raised from public and private sources to match the MDOC grant of \$2 M to construct and equip the expansion of the facility. An additional \$2M will be raised by McLaughlin from private sources toward the recruitment of scientists. \$84,000 is available to be pledged by the City to assist with the community match. This project also could be considered for CDBG funding under "economic development" due to the new job creation. CTEP funding may also be provided by the City toward sidewalk and landscaping improvements in the boulevard.

Criteria for City Participation from Resolution 9351

- Eligible projects must have an established organization set up as a 501(c)(3) with a charter and by-laws or some other appropriate structure
- The requesting organization must have a recognized leadership structure and spokesperson(s)
- A coherent and realistic vision of what the organization wants to do is a basic requirement, not relying on the City of Great Falls to define or complete the vision
- A strong component of cost sharing is a requirement for any project to be considered as well as identifying fundraising structure and strategies
- An overall financial plan including the extent of requested City involvement must be identified
- Present and future costs must be identified and estimated
- Location of the amenity must be identified along with an acquisition plan.

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

AGENDA REPORT

DATE December 18, 2007

ITEM: RESOLUTION 9720 MONTANA BOARD OF INVESTMENTS LOAN AGREEMENT FOR INSTALLATION OF TWELVE (12) CITY-OWNED RESIDENTIAL STREET LIGHTS IN MEADOWLARK ADDITION NO. 5

INITIATED BY: FISCAL SERVICES DEPARTMENT

ACTION REQUESTED: ADOPT RESOLUTION 9720

PREPARED BY: JUDY BURG, ACCOUNTING TECHNICIAN

PRESENTED BY: COLEEN BALZARINI, FISCAL SERVICES DIRECTOR

— — — — —

RECOMMENDATION:

Staff recommends the City Commission adopt Resolution 9720, authorizing the City to enter into a loan agreement with the Montana Board of Investments up to \$29,900 to fund the cost to install twelve (12) 100 Watt HPS city-owned street lighting units on 17 foot fiberglass poles with underground wiring in Meadowlark Addition No. 5.

MOTION:

“I move the City Commission adopt Resolution 9720 and authorize the City Manager to execute the loan documents.”

SYNOPSIS:

On July 19, 2005 the City Commissioners adopted Resolution No. 9506 creating the City’s Street Light Policy, which establishes a policy that the City own and operate any new street lighting districts that would be requested by property owners or developers as allowed by state statutes, Title 7, Chapter 12, Part 43 M.C.A.

Staff received a signed petition from the developer of Meadowlark Addition No. 5 requesting street lights be installed. The petition was for the installation of twelve (12) 100 watt HPS street lighting units on 17 foot fiberglass poles with underground wiring, which meets the requirements set forth in the policy for new street light districts. On October 16, 2007, Resolution No. 9692 created Special Improvement Lighting District – City Owned Residential Lighting No. 1310 in Meadowlark Addition No. 5.

On November 21, 2007 City Staff received quotes from all interested contractors and vendors willing to submit a quote on the street lighting project in Meadowlark Addition No. 5. City Commissioners will award the contract under separate action to United Electric at the commission meeting held on

December 18, 2007.

The Montana Board of Investments has agreed to loan the City of Great Falls, \$29,900 for the installation costs of twelve (12) city-owned residential street lights in Meadowlark Addition No. 5. The loan amount consists of \$25,900 for construction, \$2,500 for contracted engineering services on the design and installation and \$1,500 for services provided by the City Engineering Department. The loan has a variable interest rate that changes annually in February and the current interest rate is 4.85%. The term of the loan will be 15 years and is repayable from assessments levied to properties within the lighting district.

(Shaded Area For Board Use Only)

Send Application and Exhibits To: INTERCAP Loan Program Montana Board of Investments P.O. Box 200126 Helena, Mt. 59620-0126 Phone (406) 444-0001 Fax (406) 449-6579	Board Loan #
	Type Local Government
	Date Received:
	By:
Application must be submitted by authorized local government representative	

Section 1. Applicant Information Summary

Applicant Name →	City of Great Falls		
Mailing Address →	P. O. Box 5021		
Contact , Name and Title →	Coleen Balzarini, Fiscal Services Director		
Telephone number →	(406) 455-8478	Fax Number →	(406) 452-8048 e-mail → cbalzarini@ci.great-falls.mt.us
Federal Employer Identification Number →	XX-XXXXXXX		

Section 2. Loan Type information

Check One	Type of Loan Applied For – Based on term or repayment type
<input type="checkbox"/>	1. Short Term Loan
<input checked="" type="checkbox"/>	2. General Fund Debt Loan (no obligation of full faith and credit of issuer)
<input type="checkbox"/>	3. Enterprise Debt Loan
<input type="checkbox"/>	4. General Obligation Loan (requires backing of full faith and credit of issuer)
<input type="checkbox"/>	5. Fire District and Fire Service Area Loan
<input type="checkbox"/>	6. Special or Rural Improvement District Loan

Section 3. Project Information

A. Project Description and costs (Please provide specific details, e.g., type of vehicles, equipment, improvements, construction, etc. If more than one project is contemplated, please describe separately.)			
1 st Project Description →	Meadowlark Addition No. 5 – Roadway Lighting		
	Total 1 st Project Cost		\$29,900.00
2 nd Project Description →			
	Total 2 nd Project Cost		\$
B. Project Funding (Please enter <u>all</u> sources of funding for each project described).			
1 st Project Funding			
INTERCAP Portion of Loan →			\$29,900.00
Borrower Portion of loan , if any →			\$
Other Funding Sources (please specify) →			\$
	Total 1 st Project Cost		\$29,900.00
2 nd Project Funding			
INTERCAP Portion of Loan →			\$
Borrower Portion of loan , if any →			\$
Other Funding Sources (please specify) →			\$
	Total 2 nd Project Cost		\$
C. Requested INTERCAP Loan Amount →			\$29,900.00
D. Requested Loan Term (years) →	15 years		
E. Desired INTERCAP Loan Funding Date →	1/15/08		
F. Environmental Impact of Project. Please describe the environmental impact of the proposed project and indicate whether any environmental review or permits are required for this project. If permits, review or approval is required, please indicate the type of approval required and the date on which approval is expected to be obtained.			

Section 4. References

A. Project Attorney					
Name →	David Gliko	Legal Firm →	City of Great Falls		
Complete Address →	P. O. Box 5021, Great Falls, MT 59403-5021				
Telephone →	(406) 455-8441	Fax Number →	(406) 727-0181	e-mail →	dgliko@ci.great-falls.mt.us
B. Consulting Engineer (if applicable)					
Name →	David Dobbs	Company →	City of Great Falls		
Complete Address →	P. O. Box 5021, Great Falls, MT 59403-5021				
Telephone →	(406) 771-1258	Fax Number →	(406) 771-0700	e-mail →	ddobbs@ci.great-falls.mt.us
C. Accounting Firm					
Name →	Daniel J. Konen, CPA	Firm →	JCCS, P.C.		
Complete Address →	501 Park Drive South, Great Falls, MT 59405				
Telephone →	(406) 761-2820	Fax Number	(406) 761-2825	e-mail	dkonen@jccscpa.com

Section 5. Authorized Representatives/Disbursement of Funds

A. The individuals listed below are legally authorized to act on behalf of the Local Government with respect to the execution and delivery of all documents, certificates, or materials necessary to be provided to the Board of Investments in order to execute this loan agreement.					
Name→	Coleen Balzarini	Title →	Fiscal Services Director		
Complete Address→	P. O. Box 5021, Great Falls, MT 59403-5021				
Name→	John Lawton	Title →	City Manager		
Complete Address→	P. O. Box 5021, Great Falls, MT 59403-5021				
Name→		Title →			
Complete Address→					
Name→		Title →			
Complete Address→					
B. Loan proceeds are ordinarily disbursed by wire transfer. Please provide the following information.					
Bank Name→	First Interstate Bank	Bank ABA Number →	XXXXXXXXXX		
Applicant's Account Number→	XXXXXX				

Section 6. Supplemental Financial Information

<p>1. Unless applying for a short-term interim financing loan (7A), please refer to the APPLICATION CHECKLIST for most of the supplemental information needed to speed up the review process. Please include any additional information that would clarify or enhance the financial circumstances of the applicant or better describe the source of repayment of the loan.</p>	
--	--

Section 7. Short Term Loans

<p>There are two types of loans available for short term financing: 7A.) Interim financing in anticipation of Rural Development, TSEP, CDBG, or other state or federal loan or grant; and 7B.) Temporary cash flow borrowing.</p>		
<input type="checkbox"/>	7A. Interim Financing	Please describe anticipated funding and attach verification of loan or grant.
<input type="checkbox"/>	7B. Temporary Cash Flow	On next line, please describe cash flow needs.
<p>If loan request is 7A, go directly to Section 10. If loan request is 7B, complete the remaining sections of the application including an identified source of funding (Section 9).</p>		

Section 8. Property Value and Indebtedness

A. Property Value. Please use the most recent assessed value of taxable property under the applicant's jurisdiction beginning with the most recent year.

Fiscal Year →		ASSESSED (Market) VALUE			
Real Property →	\$	Personal Property →	\$	Total Assessed Value →	\$

B. Indebtedness Capacity

Statutory indebtedness limitation: _____ % X assessed value	\$
Current outstanding indebtedness subject to limitations →	\$
Available debt authority →	\$

Section 9. Source of Repayment of Loan

Please complete only the appropriate section based on the source of repayment.

9A. General Fund (general operating fund of the applicant).

1. Please provide the general fund revenues for the current fiscal year and two preceding years. Please indicate if revenues are estimated. ****Repayment will be from the Annual Assessment for Special Improvement Lighting Districts****

	Fiscal Year	Revenue	Expense	Fund Balance
Current Year	2007	\$1,214,902.69	\$1,207,611.93	\$741,588.04
Prior Year	2006	\$1,167,840.25	\$1,127,811.82	\$733,497.25
Prior Year	2005	\$1,172,367.86	\$1,088,105.55	\$693,468.82

2. Is the applicant, levying taxes for its general fund up to the maximum permitted mill levy authorized by Title 15, Chapter 10, Part 4, Montana Code Annotated, as amended ("the Property Tax Limitation Act")?

Yes No

3. Is the applicant currently delinquent, in default, or in arrears on any bond, loan, lease or any other type of obligation or agreement, payable from any source?

Yes No

4. If the prior question is affirmative, please indicate the nature of the extent of such delinquency, default or arrears. Please indicate what action the applicant is taking to correct such delinquency, default or arrearage.

5. Has an amount necessary to pay the first installment on the loan been included in the budget for the current fiscal year?

Yes No

6. If no funds are currently budgeted, will a budget amendment include this financing?

Yes No

9B. Enterprise Fund or Revenue Financing.

1. Please provide the projected rates and charges to support the loan repayment.

Name of Enterprise →		Billing Frequency →	
Rates/charges Residential →	\$	Number Residential Users →	
Rates/charges Commercial →	\$	Number Commercial Users →	

Page E4 Of E6 Board of Investments INTERCAP Loan Application Revised 05/09/07

2. List the outstanding debt of the enterprise fund from which the loan is to be repaid (include bonds, lease purchase agreements or installment purchase contracts). Please attach a copy of the resolution authorizing the outstanding debt.

Purpose of Debt	Beginning date of debt	Final Year of Maturity	Debt Amount Outstanding	Maximum Debt Service (excluding INTERCAP Loan)	Debt Payment Dates
			\$	\$	
			\$	\$	
			\$	\$	

3. Please show revenues and Operations & maintenance expenses **excluding debt service or depreciation expense** for the last four fiscal years beginning with the current fiscal year.

Fiscal Year	#1: Revenues	#2: Operation & Maintenance Expense	#3: Revenues less Operations & Maintenance Expense (#1 - #2)	#4: Debt Service Expense	#5: Ratio of Net Revenues (#3 / #4)
Current FY	\$	\$	\$	\$	\$
Prior FY	\$	\$	\$	\$	\$
Prior FY	\$	\$	\$	\$	\$
Prior FY	\$	\$	\$	\$	\$

4. Please show estimated budget for next two years. **Projected expenses are for operations & maintenance (do not include debt service or depreciation expenses)** Include INTERCAP loan debt service in projected debt service expense. You may use the 5.021% average variable interest rate since inception of the program in 1987 to estimate the INTERCAP debt service.

Fiscal Year	Projected Revenues	Projected Expense	Projected Debt Service Expense
	\$	\$	\$
	\$	\$	\$

5. If the budget data shown in #4 above reflects an increase in the enterprise rate or charges please show increases

Fiscal Year	No. Residential Users	Projected Rate	No. Commercial Users	Projected Rate
		\$		\$
		\$		\$

9C. General Obligation Loan

1. If the loan is to be a general obligation of the applicant, payable from an ad valorem property tax levied on all property within its jurisdiction without limitation as to rate or amount, please complete the following.

Date Voters Authorized Debt →		Amount of Debt Authorized →	\$
-------------------------------	--	-----------------------------	----

2. Purpose of Borrowing as indicated on Ballot:

3. Term over which loan is to be repaid (5 year limit for school building reserve loans) →	
--	--

4. Please provide the following information regarding the total revenue and expenditures

Fiscal Year	Anticipated Revenue over next three years	Anticipated Expenditures over next three years	Fiscal Year	Annual Revenues for last three years	Annual expenditures for last three years
	\$	\$		\$	\$
	\$	\$		\$	\$
	\$	\$		\$	\$

5. If the new revenue source is also pledged for other projects or purposes, please specify.

6. If the source of new revenue were lost, could general fund repay the loan? Yes No

9D. Fire District and Fire Service Area Loans

1. Please provide the following information regarding applicant's general fund. Fire District

Fiscal Year	Revenues	Expenses	Fund Balance	# Authorized Mills
	\$	\$	\$	
	\$	\$	\$	
	\$	\$	\$	

2. For Fire Service Area: Fee per structure → \$ # Structures in area →

3. Is applicant levying taxes up to the maximum mill levy authorized by Title 15, Chapter 10, Part 4, Montana Code Annotated, as amended (the "Property Tax Limitation Act")? Yes No

List the outstanding debt of the fund from which the loan is to be repaid (include bonds, lease purchase agreements or installment purchase contracts):

Purpose of Debt	Beginning Date of Debt	Final Year of Maturity	Debt Amount Outstanding	Maximum Debt Service (excluding INTERCAP loan)	Debt Payment Dates
			\$	\$	
			\$	\$	
			\$	\$	

4. On the next line, please indicate if the applicant is currently delinquent, in default, or in arrears on any bond, loan, lease or any other type of obligation or agreement, and the nature and extent of such delinquency, default or arrears. Also please indicate what action the applicant is taking to correct such delinquency, default or arrears.

5. Has an amount necessary to pay the first installment of the project to be financed from the loan been included in the budget for the current fiscal year?

Yes No

6. If no funds are currently budgeted, will a budget amendment include this financing?

Yes No

9E. Special or Rural Improvement District Loan

1. Has the District been created? Yes No

2. If the district has been created, please enclose with the application the transcript of proceedings creating the district. (A list of items constituting the transcript includes: Resolution of Intent to Create, Resolution to Create, Resolution Creating Revolving Fund).

3. Approximate size of District in acres → 4. Number of Parcels assessed in District →

5. Method of Assessment → Assessable Area Area Ad Valorem Unit Cost Assessment

6. Taxable Valuation of the District → \$

7. Estimated average annual per property assessment needed to repay loan (6.85% interest rate) → \$

8. Allocation of property within District (based on method of assessment):

Category	Developed	Undeveloped	
Commercial	%	%	
Industrial	%	%	
Single-Family Residential	%	%	
Multi-Family residential	%	%	
Agricultural	%	%	

9. On the line below, please describe the location of the district within the boundaries of the applicant.

10. If there are currently any bonds, notes, or warrants payable from special assessments please complete:

No. of SID/RID's Outstanding	Total Original Amount	Total Principal Amount Outstanding	Term Remaining	Amount of Delinquent Assessments if Any
	\$	\$		\$

11. If any SID/RID's have a delinquency of assessments greater than 5% , please provide the following information

District No.	Original Amount Assessed	Total Principal Amount Outstanding	Original Term of Debt	Amount of Delinquent Assessment	Percent of Delinquent Assessment
	\$	\$		\$	%
	\$	\$		\$	%

12. Do any of the above districts overlap with the district boundaries from which the loan is payable? Yes No

13. What is the current balance in the Revolving Fund securing those bonds or notes → \$

9F. Other Repayment Sources

1. If the loan is to be repaid from sources other than those listed above, please provided the following information (if more than one request is to be repaid from such sources, please make additional pages as needed.

Please indicate the source of the other revenue:

Fiscal Year	Anticipated Revenue over next three years	Anticipated Expenditures over next three years	Fiscal Year	Annual Revenues for last three years	Annual Expenditures for last Three Years
	\$	\$		\$	\$
	\$	\$		\$	\$
	\$	\$		\$	\$

2. If the source(s) of revenue is pledged for other projects please indicate the amount pledged → \$

3. If the source of revenue were lost, could the applicant repay loan from general fund? Yes No

Section 10. Endorsement

I hereby certify as preparer of this application on behalf of the applicant that all of the information contained herein is true, accurate and complete as of the date hereof

Dated this 18th Day of December 2007

By _____ Title: City Manager

Please print or type name John Lawton

(GENERAL FUND LOAN)

RESOLUTION AUTHORIZING PARTICIPATION IN THE INTERCAP PROGRAM

CERTIFICATE OF MINUTES RELATING TO
RESOLUTION NO. [9720](#)

Issuer: City of Great Falls

Kind, date, time and place of meeting: A City Commission meeting held on [December 18, 2007](#) at 7 o'clock p.m. in Great Falls, Montana.

Members present:

Members absent:

RESOLUTION NO.9720

RESOLUTION AUTHORIZING PARTICIPATION IN THE BOARD OF INVESTMENTS OF THE STATE OF MONTANA ANNUAL ADJUSTABLE RATE TENDER OPTION MUNICIPAL FINANCE CONSOLIDATION ACT BONDS (INTERCAP REVOLVING PROGRAM), APPROVING THE FORM AND TERMS OF THE LOAN AGREEMENT AND AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS RELATED THERETO

I, the undersigned, being the fully qualified and acting recording officer of the public body issuing the obligations referred to in the title of this certificate, certify that the documents attached hereto, as described above, have been carefully compared with the original records of the public body in my legal custody, from which they have been transcribed; that the documents are a correct and complete transcript of the minutes of a meeting of the governing body at the meeting, insofar as they relate to the obligations; and that the meeting was duly held by the governing body at the time and place and was attended throughout by the members indicated above, pursuant to call and notice of such meeting given as required by law.

WITNESS my hand officially as such recording officer this ____ day of _____, 2007.

By _____
Its _____

RESOLUTION NO. 9720

RESOLUTION AUTHORIZING PARTICIPATION IN THE BOARD OF INVESTMENTS OF THE STATE OF MONTANA ANNUAL ADJUSTABLE RATE TENDER OPTION MUNICIPAL FINANCE CONSOLIDATION ACT BONDS (INTERCAP REVOLVING PROGRAM), APPROVING THE FORM AND TERMS OF THE LOAN AGREEMENT AND AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS RELATED THERETO

BE IT RESOLVED BY THE CITY COMMISSION (the Governing Body) OF THE CITY OF GREAT FALLS (the Borrower) AS FOLLOWS:

ARTICLE I

DETERMINATIONS AND DEFINITIONS

Section 1.01. Definitions. The following terms will have the meanings indicated below for all purposes of this Resolution unless the context clearly requires otherwise. Capitalized terms used in this Resolution and not defined herein shall have the meanings set forth in the Loan Agreement.

Adjusted Interest Rate means the rate of interest on the Bonds determined in accordance with the provisions of Section 3.03 of the Indenture.

Authorized Representative shall mean the officers of the Borrower designated and duly empowered by the Governing Body and set forth in the application.

Board shall mean the Board of Investments of the State of Montana, a public body corporate organized and existing under the laws of the State and its successors and assigns.

Board Act shall mean Section 2-15-1808, Title 17, Chapter 5, Part 16, MCA, as amended.

Bonds shall mean the Bonds issued by the Board pursuant to the Indenture to finance the Program.

Borrower shall mean the Borrower above named.

Indenture shall mean that certain Indenture of Trust dated March 1, 1991 by and between the Board and the Trustee pursuant to which the Bonds are to be issued and all supplemental indentures thereto.

Loan means the loan of money by the Board to the Borrower under the terms of the Loan Agreement pursuant to the Act and the Borrower Act and evidenced by the Note.

Loan Agreement means the Loan Agreement between the Borrower and the Board, including any amendment thereof or supplement thereto entered into in accordance with the provisions thereof and hereof.

Loan Agreement Resolution means this Resolution or such other form of resolution that the Board may approve and all amendments and supplements thereto.

Loan Date means the date of closing a Loan.

Loan Rate means the rate of interest on the Loan which is initially 4.85% per annum through February 15, 2008 and thereafter a rate equal to the Adjusted Interest Rate on the Bonds and up to 1.5% per annum as necessary to pay Program Expenses.

Note means the promissory note to be executed by the Borrower pursuant to the Loan Agreement, in accordance with the provisions hereof and thereof, in substantially the form set forth in the Promissory Note, or in such form that may be approved by the Board.

Program shall mean the INTERCAP Program of the Board pursuant to which the Board will issue and sell Bonds and use the proceeds to make loans to participating Eligible Government Units.

Project shall mean those items of equipment, personal or real property improvements to be acquired, installed, financed or refinanced under the Program as set forth in the Description of the Project/Summary of Draws.

Trustee shall mean U.S. Bank Trust National Association MT (formerly known as First Trust Company of Montana National Association) and its successors.

Section 1.02. Authority. The Borrower is authorized to undertake the Project and is further authorized by the Borrower Act to enter into the Loan Agreement for the purpose of obtaining a loan to finance or refinance the acquisition and installation costs of the Project.

Section 1.03. Execution of Agreement and Delivery of Note. Pursuant to the Indenture and the Board Act, the Board has issued and sold the Bonds and deposited a part of proceeds thereof in the Loan Fund held by the Trustee. The Board has, pursuant to the Term Sheet, agreed to make a Loan to the Borrower in the principal amount of \$29,900.00 and upon the further terms and conditions set forth herein, and as set forth in the Term Sheet and the Loan Agreement.

ARTICLE II

THE LOAN AGREEMENT

Section 2.01. Terms. (a) The Loan Agreement shall be dated as of the Loan Date, in the principal amount of \$29,900.00 and shall constitute a valid and legally binding obligation of the Borrower. The obligation to repay the Loan shall be evidenced by a Promissory Note. The Loan shall bear interest at the initial rate of 4.85% per annum through February 15, 2008 and thereafter at the Adjusted Interest Rate, plus up to 1.5% per annum as necessary to pay the cost of administering the Program (the Program Expenses). All payments may be made by check or wire transfer to the Trustee at its principal corporate trust office.

(b) The Loan Repayment Dates shall be February 15 and August 15 of each year.

(c) The principal amount of the Loan may be prepaid in whole or in part provided that the Borrower has given written notice of its intention to prepay the Loan in whole or in part to the Board no later than 30 days prior to the designated prepayment date.

(d) The Prepayment Amount shall be equal to the principal amount of the Loan outstanding, plus accrued interest thereon to the date of prepayment.

(e) Within fifteen days following an Adjustment Date, the Trustee shall calculate the respective amounts of principal and interest payable by each Borrower on and with respect to its Loan Agreement and Note for the subsequent August 15 and February 15 payments, and prepare and mail by first class mail a statement therefor to the Borrower.

Section 2.02. Use and Disbursement of the Proceeds. The proceeds of the Loan will be expended solely for the purposes set forth in the Description of the Project/Summary of Draws. The proceeds from the sale of the Note to the Board shall remain in the Borrower's Account pending disbursement at the request of the Borrower to pay the budgeted expenditures in anticipation of which the Note was issued. Requests for disbursement of the Loan shall be made to the Board. Prior to the closing of the Loan and the first disbursement, the Borrower shall have delivered to the

Trustee a certified copy of this Resolution, the executed Loan Agreement and Note in a form satisfactory to the Borrower's Counsel and the Board's Bond Counsel and such other certificates, documents and opinions as set forth in the Loan Agreement or as the Board or Trustee may require. The Borrower will pay the loan proceeds to a third party within five business days after the date they are advanced (except for proceeds to reimburse the Borrower for previously paid expenditures, which are deemed allocated on the date advanced).

Section 2.03. Payment and Security for the Note. In consideration of the making of the Loan to the Borrower by the Board, the provisions of this Resolution shall be a part of the Agreement of the Borrower with the Board. The provisions, covenants and Agreements herein set forth to be performed by or on behalf of the Borrower shall be for the benefit of the Board. The Loan Agreement and Note shall constitute a valid and legally binding obligation of the Borrower and the principal of and interest on the Loan shall be payable from the general fund of the Borrower, and any other money and funds of the Borrower otherwise legally available therefor. The Borrower shall enforce its rights to receive and collect all such taxes and revenues to insure the prompt payment of the Borrower obligations hereunder.

Section 2.04. Representation Regarding the Property Tax Limitation Act. The Borrower recognizes and acknowledges that the amount of taxes it may levy is limited by the state pursuant to Section 15-10-402, et. seq. (the Property Tax Limitation Act). The Borrower is familiar with the Property Tax Limitation Act and acknowledges that the obligation to repay the Loan under the Agreement and Note are not exceptions to the provisions of the Property Tax Limitation Act. The Borrower represents and covenants that the payment of principal of and interest on the Loan can and will be made from revenues available to the Borrower in the years as they become due, notwithstanding the provisions of the Property Tax Limitation Act.

Section 2.05. Levy and Appropriate Funds to Repay Loan. The Borrower agrees that in order to meet its obligation to repay the Loan and all other payments hereunder that it will budget, levy taxes for and appropriate in each fiscal year during the term of the Loan an amount sufficient to pay the principal of and interest hereon within the limitations of the Property Tax Limitation Act, as may be amended, and will reduce other expenditures if necessary to make the payments hereunder when due.

ARTICLE III

CERTIFICATIONS, EXECUTION AND DELIVERY

Section 3.01. Authentication of Transcript. The Authorized Representatives are authorized and directed to prepare and furnish to the Board and to attorneys approving the validity of the Bonds, certified copies of this Resolution and all other resolutions and actions of the Borrower and of said officers relating to the Loan Agreement, the Note, and certificates as to all other proceedings and records of the Borrower which are reasonably required to evidence the validity and marketability of the Note. All such certified copies and certificates shall be deemed the representations and recitals of the Borrower as to the correctness of the statements contained therein.

Section 3.02. Legal Opinion. The attorney to the Borrower is hereby authorized and directed to deliver to the Board at the time of Closing of the Loan his or her opinion regarding the Loan, the Loan Agreement, the Note and this Resolution in substantially the form of the opinion set forth in the Attorney's Opinion.

Section 3.03. Execution. The Loan Agreement, Note, and any other document required to close the Loan shall be executed in the name of the Borrower and shall be executed on behalf of the Borrower by the signatures of the Authorized Representatives of the Borrower.

PASSED AND APPROVED by the CITY COMMISSION this 18th day of December, 2007.

By _____
Its _____

Attest:

By _____
Its _____

CITY OF GREAT FALLS, MONTANA

AGENDA # 9

AGENDA REPORT

DATE 12/18/2007

ITEM: RESOLUTION 9722; RELATING TO \$5,500,000 MULTIFAMILY HOUSING REVENUE BONDS (AUTUMN RUN APARTMENTS PROJECT), SERIES 1998; APPROVING A FIRST SUPPLEMENT TO THE INDENTURE OF TRUST.

INITIATED BY: CITY COMMUNITY CAPITAL, REMARKETING AGENT FOR THE AUTUMN RUN PROJECT

ACTION REQUESTED: ADOPT RESOLUTION 9722

PREPARED BY: Martha Cappis, Operations Supervisor, Fiscal Services

APPROVED & PRESENTED BY: Coleen Balzarini, Fiscal Services Director

RECOMMENDATION: Staff recommends the City Commission adopt Resolution 9722 on behalf of Autumn Run Apartments Limited Partnership ("Autumn Run"); approving a first supplement to the indenture of trust.

MOTION: "I move the City Commission adopt Resolution 9722."

SYNOPSIS: On August 19, 1997, the City Commission adopted Resolution 8897, approving a project on behalf of Autumn Run, to construct multifamily rental housing. Resolution 8934, adopted March 17, 1998, authorized the sale and issuance of the bonds, secured by a pledge of the revenues to be derived by the City from a loan agreement with Autumn Run, and a rated letter of credit. The bonds are special, limited obligations of the City, and the bonds and interest thereon will be payable solely from the revenues pledged to the payment thereof. Dorsey & Whitney is ongoing Bond Counsel for the issuance of this debt. Adoption of Resolution 9722 modifies the Redemption Schedule and removes the Redemption Schedule from the Indenture and places it in the Reimbursement Agreement dated as of April 1, 1998, as allowed in Article XI of the Indenture of Trust.

BACKGROUND: The City, through M.C.A, Title 90, Chapter 5, Part 1, is authorized to issue Industrial Development Revenue Bonds. These bonds are limited obligation conduit debt, such as revenue bonds, certificate of participation, or similar debt instruments issued for the express purpose of providing capital financing for a specific third party that is not a part of the City's financial reporting entity. These debt obligations bear the name of the City, but the City has no obligation for such debt beyond the resources provided by a lease or loan with the third party on whose behalf they are issued.

In July 1997, Autumn Run, a Washington limited partnership, requested the City issue tax exempt revenue bonds in an amount not to exceed \$6,000,000, to assist in the financing of the costs incurred in the design, development, construction and equipping of a multifamily rental housing development consisting of 121 one, two, and three bedroom apartment units, contained in up to 10 wood-frame garden style buildings, enclosed parking garages and at least 121 surface parking spaces; a separate building containing a manager's apartment and an approximately 3,000 square foot recreation center/office facility including exercise equipment, laundry facilities and a leasing office; an equipped playground and outdoor basketball court; and related improvements. The development is located between 2ND Avenue North and Central Avenue, at approximately 42ND Street South. The apartments constitute a qualified residential rental project within the meaning of the Internal Revenue Code of 1986, meaning 40% of the units must be occupied by persons whose income is 60% or less of the area median gross incomes.

Acting through the remarketing agent City Community Capital, and legal counsel, Dorsey & Whitney, Autumn Run, the borrower of the bond proceeds, has requested a modification of the Redemption Schedule and the Indenture be further amended to remove the Redemption Schedule from the Indenture and place it in the Reimbursement Agreement dated as of April 1, 1998 between Autumn Run and US Bank National Association as the issuer of an Irrevocable Letter of Credit in the amount of \$5,692,500

dated April 9, 1998. The Indenture, in Article XI, states the terms and conditions for amending the provisions of the Indenture and any loan documents, including the Loan Agreement, the Letter of Credit and Reimbursement Agreement. This request requires the consent of all of the Holders of all Bonds then Outstanding and the consent of the Bank. Also provided in the Indenture is the provision that the City and US Bank National Association shall not enter into or consent to any amendment, changes or modification to any one or more of the Loan Documents or the Letter of Credit unless the City has received an opinion of Bond Counsel to the effect that such amendment will comply with Article XI and not adversely impair the exemption of interest on the Series 1998 Bonds for federal income tax purposes.

Adoption of Resolution 9722 approves the First Supplement in substantially the form attached hereto as Exhibit A and authorizes the Mayor, City Manager and the City Clerk to execute the First Supplement on behalf of the City in substantially the form attached hereto as Exhibit A, with such changes as may be deemed necessary by Dorsey & Whitney LLP, on the following conditions: (i) the execution and delivery to the City and the Trustee of the Bondholder Certificate and the Bank Certificate in substantially the form attached hereto as Exhibits B and C, and (ii) the execution and delivery of the opinion of Dorsey & Whitney LLP that the amendments to the Indenture and the Loan Documents are authorized by the Indenture and do not adversely impair the exemption of interest on the Series 1998 Bonds for federal income tax purposes. Expenses incurred by the City and Dorsey & Whitney in relation to this amendment will be paid by Autumn Run.

CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Great Falls, Montana (the "City"), hereby certify that the attached resolution is a true copy of Resolution No. ____ entitled: "RESOLUTION RELATING TO \$5,500,000 MULTIFAMILY HOUSING REVENUE BONDS (AUTUMN RUN APARTMENTS PROJECT), SERIES 1998; APPROVING A FIRST SUPPLEMENT TO THE INDENTURE OF TRUST (the "Resolution"), on file in the original records of the City in my legal custody; that the Resolution was duly adopted by the City Commission of the City at a meeting on December 18, 2007, and that the meeting was duly held by the City Commission and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.

I further certify that, upon vote being taken on the Resolution at said meeting, the following Commission Members voted in favor thereof: _____

voted against the same: _____;
abstained from voting thereon: _____; or
were absent: _____.

WITNESS my hand and seal officially this ____ day of December, 2007.

(SEAL)

City Clerk

RESOLUTION NO. _____

RESOLUTION RELATING TO \$5,500,000 MULTIFAMILY HOUSING REVENUE BONDS (AUTUMN RUN APARTMENTS PROJECT), SERIES 1998; APPROVING A FIRST SUPPLEMENT TO THE INDENTURE OF TRUST

BE IT RESOLVED by the City Commission (the "Commission ") of the City of Great Falls, Montana (the "City"), as follows:

Section 1. Recitals; Authorizations; Requests.

1.01. The City previously issued its Multifamily Housing Revenue Bonds, Series 1998 (Autumn Run Apartments Project) in the original aggregate principal amount of \$5,500,000 (the "Series 1998 Bonds") pursuant to an Indenture of Trust dated as of April 1, 1998 (the "Indenture") between the City as Issuer (the "City") and U.S. Bank National Association as Trustee (the "Trustee"). Terms used with initial capital letters but not defined herein have the meanings given them in the Indenture.

1.02. Article VI of the Indenture establishes the provisions for redemption of the Series 1998 Bonds and Section 602 establishes a Mandatory Sinking Fund Redemption Schedule (the "Redemption Schedule") for the Series 1998 Bonds.

1.03. Autumn Run Apartments Limited Partnership, the borrower of the proceeds of the Series 1998 Bonds (the "Borrower") under a Loan Agreement dated as of April 1, 1998 between the City and the Borrower (the "Loan Agreement") has requested a modification of the Redemption Schedule and that the Indenture be amended to remove the Redemption Schedule from the Indenture and place it in the Reimbursement Agreement dated as of April 1, 1998 (the "Reimbursement Agreement") between the Borrower and U.S. Bank National Association (the "Bank") as the issuer of an Irrevocable Letter of Credit in the amount of \$5,692,500 dated as of April 9, 1998 and terminating on April 9, 2008 (the "Letter of Credit"). A First Amendment to Reimbursement Agreement will be entered into and dated as of January 2, 2008, between the Borrower and the Bank.

1.04. A copy of the proposed modified Redemption Schedule, which is attached hereto as Schedule I, does not, according to the calculations shown thereon, increase the weighted average maturity of the Series 1998 Bonds.

1.05. Citigroup Global Markets Inc. ("Citi") is the successor Remarketing Agent under the Remarketing Agreement dated as of April 1, 1998, between the Borrower, the Trustee and the Remarketing Agent (the "Remarketing Agreement").

1.06. Citi and Borrower will enter into a new Remarketing Agreement to be dated as of January 2, 2008, which will supersede the previous agreement, and will become the Remarketing Agreement upon its execution and delivery (the "New Remarketing Agreement"). The City will not be a party to or have any obligations or duties to any party or person under the New Remarketing Agreement.

1.07. The Remarketing Agent, with the approval of the Borrower, has requested an amendment to Section 402(b) of the Indenture.

1.08. Article X of the Indenture sets forth the terms and conditions for amending the provisions of the Indenture. In order to effectuate the amendment requested by the Borrower, Section 1001 of the Indenture requires the consent of the Owners of all Bonds then Outstanding and the consent of the Bank. In order to effectuate the amendment requested by City, the Indenture requires the approval of the Borrower.

1.09. Section 1007 of the Indenture also provides that the Issuer and the Trustee shall not enter into or consent to any amendment, changes or modification to the Indenture unless the City has received an opinion of Bond Counsel to the effect that such amendment will comply with Article X and not impair the exemption of the interest on the Series 1998 Bonds from federal income taxation.

1.10. The Series 1998 Bonds may be converted from an Extended Rate mode to a Variable Rate mode on the expiration of the Initial Extended Rate Period which date is January 2, 2008. The Series 1998 Bonds are subject to mandatory tender at the expiration of the Initial Extended Rate Period. The Borrower has notified the Trustee and the Bank of its intention to convert the Bonds from the Extended Rate to a Variable Rate on January 2, 2008. As a result of the mandatory tender of the Series 1998 Bonds that is required under the 202A(i) of the Indenture, Citigroup Global Markets Inc. ("Citi") will be the Owner of all Series 1998 Bonds then Outstanding.

1.11. To effectuate the requested modifications described in Sections 1.03 and 1.07, this Commission has been requested by the Borrower to enter into a First Supplement to Indenture of Trust (the "First Supplement"), between the City and the Trustee, a copy of which has been presented to this Commission and attached hereto as Exhibit A.

Section 2. Approvals.

2.01. This Commission hereby approves the adoption of the First Supplement in substantially the form attached hereto as Exhibit A and authorizes the Mayor, City Manager and the City Clerk to execute the First Supplement on behalf of the City in substantially the form attached hereto as Exhibit A, with such changes as may be deemed necessary by Dorsey & Whitney LLP, on the following conditions: (i) the execution and delivery to the City and the Trustee of the Borrower Certificate, the Bondholder Certificate and the Bank Certificate in substantially the forms attached hereto as Exhibits B, C and D; (ii) the execution and delivery of the opinion of Dorsey & Whitney LLP that the amendments to the Indenture are authorized by the Indenture and do not adversely impair the exemption of interest on the Series 1998 Bonds from federal income taxation; and (iii) subject to the public hearing provided for in 2.02, if required.

2.02. The Commission hereby authorizes the City Fiscal Operations Supervisor to conduct a public hearing at 9:00 am in the City Commission meeting room on January 2, 2008, if required by Section 147(b) of the Internal Revenue Code.

2.03. The Commission authorizes Dorsey & Whitney LLP at the sole expense of the Borrower to prepare and deliver such opinions and documents as may be necessary to effectuate this Resolution and the First Supplement.

Section 3. Effective Date. The Resolution shall become effective on approval by the Commission.

PASSED AND APPROVED by the City Commission of the City of Great Falls, Montana, this ___ day of December, 2007.

Mayor

Attest:

City Clerk

(SEAL)

SCHEDULE I

REDEMPTION SCHEDULE

	<u>Revised WAM</u>	<u>Target WAM (original)</u>
WAM (Years)	20.86	20.88
WAM (Date)	2/8/2019	2/8/2019

<u>Payment Date</u>	<u>Scheduled Principal Redemption</u>
12/1/2008	--
1/1/2009	45,000.00
1/1/2010	50,000.00
1/1/2011	55,000.00
1/1/2012	60,000.00
1/1/2013	65,000.00
1/1/2014	70,000.00
1/1/2015	75,000.00
1/1/2016	80,000.00
1/1/2017	85,000.00
1/1/2018	90,000.00
1/1/2019	95,000.00
1/1/2020	100,000.00
1/1/2021	110,000.00
1/1/2022	110,000.00
12/1/2022	3,635,000.00
Total	4,725,000.00

EXHIBIT A

FIRST SUPPLEMENT TO INDENTURE OF TRUST

THIS FIRST SUPPLEMENT TO TRUST INDENTURE (the “First Supplement”) is made and entered into as of January 2, 2008 between CITY OF GREAT FALLS, MONTANA, a municipal corporation and political subdivision of the State of Montana (the “Issuer”), and U.S. Bank National Association, a national banking association duly organized and existing under the laws of the United States of America, as trustee (the “Trustee”).

RECITALS:

WHEREAS, the Issuer previously issued its Multifamily Housing Revenue Bonds, Series 1998 (Autumn Run Apartments Project) in the original aggregate principal amount of \$5,500,000 (the “Series 1998 Bonds”) pursuant to an Indenture of Trust dated as of April 1, 1998 between the Issuer and the Trustee (the “Indenture”). Capitalized terms not otherwise defined herein have the meanings set forth in the Indenture; and

WHEREAS, pursuant to Article X of the Indenture, the Indenture may be amended with respect to certain provisions of the Series 1998 Bonds pursuant to a Supplemental Indenture, with the written approval and the unanimous consent of the Owners of all Bonds then Outstanding, the Bank, and an opinion of Bond Counsel to the effect that such Supplemental Indenture is authorized or permitted by the Act and the Indenture and will, upon its execution and delivery, be valid and binding upon the Issuer in accordance with its terms and that such amendment will comply with Article X and not adversely impair the exemption of interest on the Series 1998 Bonds for federal income tax purposes; and

WHEREAS, all things necessary to make this First Supplement a valid agreement of the Issuer and the Trustee in accordance with its terms have been done, and the execution and delivery hereof have been in all respects duly authorized by the Issuer and the Trustee;

NOW, THEREFORE, in consideration of the foregoing and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Issuer and the Trustee hereby amend the Indenture as follows:

Section 1. Amendments to Indenture.

Section 1.01. Section 402(b) shall be amended as follows:

“(b) The Remarketing Agent may at any time resign and be discharged of the duties and obligations created by this Indenture by giving at least 30 days’ written notice to the City, the Borrower, the Bank and the Trustee.”

Section 1.02. Section 602(b) of the Indenture is hereby amended by deleting such Section in its entirety and replacing it with the following:

“(b) Redemption Schedule for the Bonds. The Bonds shall be subject to redemption in accordance with a payment schedule to be set forth in the Reimbursement Agreement (the “Payment Schedule”). It is acknowledged that the Payment Schedule may be modified without the consent of the Bondholders, upon agreement of the Borrower and the Bank, but only upon delivery to the Issuer and the Trustee of an opinion of Bond Counsel that such modification will not impair the exemption of the interest on the Bonds from federal income taxation.”

Section 1.03. Except as otherwise specifically amended herein, the Indenture shall remain unchanged and in full force and effect.

Section 2. Execution, Delivery and Effective Date.

Section 2.01. This First Supplement is authorized, executed and delivered pursuant to the provisions of Section 1001 of the Indenture, all requirements for the execution and delivery of this First Supplement set forth in Sections 1001 and 1007 have been satisfied.

Section 2.02. This First Supplement shall be effective from and after the date hereof.

Section 2.03. This First Supplement may be executed by the parties hereto in any number of counterparts, each of which, when so executed and delivered, shall for all purposes be deemed an original, and all such counterparts shall together constitute but one and the same document.

Section 2.04. The Reimbursement Agreement will be amended simultaneously with the execution of this First Supplement to incorporate the Redemption Schedule.

IN WITNESS WHEREOF, the Issuer and the Trustee have caused this First Supplement to be duly executed as of the day and year first above written.

[SEAL]

CITY OF GREAT FALLS MONTANA

By: _____
Name: _____
Title: _____

Attest:

By: _____

U.S. Bank National Association, as Trustee

By: _____
Name: _____
Title: _____

EXHIBIT B

**THE CITY OF GREAT FALLS \$5,500,000 MULTIFAMILY HOUSING
REVENUE BONDS (AUTUMN RUN APARTMENTS PROJECT), SERIES 1998**

CERTIFICATE OF AUTUMN RUN LIMITED PARTNERSHIP

I, the _____ of Autumn Run LLC, a Washington limited liability company, as General Partner of Autumn Run Apartments Limited Partnership, a Washington limited partnership ("Autumn Run"), hereby certify as follows:

- (i) as of the date hereof, Autumn Run is the Borrower of the proceeds of \$5,500,000 MULTIFAMILY HOUSING REVENUE BONDS (AUTUMN RUN APARTMENTS PROJECT), SERIES 1998 (the "Bonds"), issued under an Indenture of Trust between the City of Great Falls, Montana and U.S. Bank National Association, as Trustee;
- (ii) the Borrower has requested a modification of the Mandatory Redemption Schedule of the payment of the Bonds as set forth in the Indenture to the Redemption Schedule attached as Schedule I to the City of Great Falls Resolution adopted December 18, 2007 and the removal of the Redemption Schedule from the Indenture; and
- (iii) the Borrower hereby consents to the Amendment of the Indenture as set forth in the First Supplement to the Indenture of Trust, dated as of January 2, 2008, a copy of which we have reviewed.

Dated: _____, _____

**AUTUMN RUN APARTMENTS LIMITED
PARTNERSHIP**

By: AUTUMN RUN LLC, a Washington
limited liability company, its General
Partner

By: _____
Its: _____

By: _____
Its: _____

EXHIBIT C

**THE CITY OF GREAT FALLS \$5,500,000 MULTIFAMILY HOUSING
REVENUE BONDS (AUTUMN RUN APARTMENTS PROJECT), SERIES 1998**

CERTIFICATE OF CITIGROUP GLOBAL MARKETS INC.

I, the _____ of Citigroup Global Markets Inc. (“Citi”), hereby certify as follows:

- (i) as of the date hereof, Citi is the Owner of the \$5,500,000 MULTIFAMILY HOUSING REVENUE BONDS (AUTUMN RUN APARTMENTS PROJECT), SERIES 1998 (the “Bonds”), Outstanding under the Indenture of Trust, between the City of Great Falls Montana and US Bank National Association, as Trustee, in the principal amount of \$4,725,000;
- (ii) as Owner of the Bonds and pursuant to Section 1001 of the Indenture, we hereby consent to the modification of the Mandatory Redemption Schedule of the payment of the Bonds as set forth in the Indenture to the Redemption Schedule attached as Schedule I to the City of Great Falls Resolution adopted December 18, 2007 and the removal of the Redemption Schedule from the Indenture; and
- (iii) as Owner of the Bonds and pursuant to Section 1001 of the Indenture, hereby consent to the Amendment of the Indenture as set forth in the First Supplement to the Indenture of Trust, dated as of January 2, 2008, a copy of which we have reviewed.

Dated: _____, _____

Citigroup Global Markets Inc.
as Owner of all Bonds Outstanding

Mark W. Dean, Managing Director

EXHIBIT D

**THE CITY OF GREAT FALLS \$5,500,000 MULTIFAMILY HOUSING
REVENUE BONDS (AUTUMN RUN APARTMENTS PROJECT), SERIES 1998**

CERTIFICATE OF U.S. BANK NATIONAL ASSOCIATION

I, the _____ of U.S. Bank National Association (the “Bank”), as the issuer of an Irrevocable Letter of Credit in the amount of \$5,692,500 dated as of April 9, 1998 and expiring April 9, 2008 (the “Letter of Credit”) under the Indenture of Trust, between the City of Great Falls, Montana (the “City”) and U.S. Bank National Association, as Trustee (the “Indenture”) and pursuant to Section 1001 of the Indenture, hereby certify as follows:

- (i) the Bank hereby consents to the modification of the Mandatory Redemption Schedule of the payment of the Bonds as set forth in the Indenture to the Redemption Schedule attached as Schedule I to the City of Great Falls Resolution adopted December 18, 2007 and the removal of the Redemption Schedule from the Indenture; and
- (ii) the Bank hereby consents to the Amendment of the Indenture as set forth in the First Supplement to the Indenture of Trust, dated as of January 2, 2008, a copy of which we have reviewed.

Dated: _____, _____

U.S. Bank National Association
as Issuer of the Letter of Credit

_____, Vice President

Regular City Commission Meeting

Mayor Stebbins presiding

CALL TO ORDER: 7:00 PM**PLEDGE OF ALLEGIANCE**

ROLL CALL: City Commissioners present: Dona Stebbins, Sandy Hinz, Diane Jovick-Kuntz and Bill Beecher. Also present were the City Manager, Assistant City Manager, City Attorney, Directors of Fiscal Services, Community Development, Planning and Public Works, Acting Director of Park and Recreation, the Police Chief, Fire Chief, and City Clerk.

NEIGHBORHOOD COUNCILS

1. Appointments, Neighborhood Council Districts No. 1 and No. 4.
Due to tie votes between the write-in candidates for the fifth seat on both councils, a drawing was held. Commissioner Hinz drew Fred Rausch's name for Neighborhood Council District 1, and Commissioner Jovick-Kuntz drew Roberta Bigelow's name for Neighborhood Council District 4. Mayor Stebbins requested the individuals be contacted to determine if they are willing to serve.
2. There were no miscellaneous reports or announcements from Neighborhood Council representatives.

PUBLIC HEARINGS

Res. 9718 and 9719 and Ord. 2994, annexation and zoning for Amended Plat of Lot 2A, Block 1, Sand Hills Park Addition and Blocks 40 and 45, Replat of Lincoln Heights Addition. Adopted.

- 3A. **RESOLUTION 9718 ANNEXES AMENDED PLAT OF LOT 2A, BLOCK 1, SAND HILLS PARK ADDITION AND BLOCKS 40 AND 45, REPLAT OF LINCOLN HEIGHTS ADDITION.**
- 3B. **RESOLUTION 9719 VACATES 16TH ALLEY SOUTH.**
- 3C. **ORDINANCE 2994 ASSIGNS ZONING CLASSIFICATION OF R-5 MULTI-FAMILY RESIDENTIAL MEDIUM DENSITY DISTRICT TO LOT 2A-1 AND 2A-2 AND POS PARKS AND OPEN SPACE DISTRICT TO THE UNINCORPORATED PORTION OF LOT 2A-3.**

Planning Director Ben Rangel reported that 1st Liberty Federal Credit Union and the City of Great Falls propose to consolidate several lots and vacated rights of way into three lots. The lots are located in the Sand Hills Park area just east of 23rd Street South and are proposed to be annexed. One lot is proposed for a retirement home; a second lot is proposed for 16 housing units by the Great Falls Housing Authority; and, the third lot would be park land.

On November 6, 2007, the Commission set public hearing for this evening. After conducting a joint public hearing, Mr. Rangel requested that the Commission adopt Resolution 9718, which would annex the unincorporated area in the amended plat, adopt Resolution 9719, which would vacate a segment of 16th Alley South, and to adopt Ordinance 2994, which would assign multi-family and parks and open space zoning to the parcels, and approve the Amended Plat, Findings of Fact and Annexation Agreement.

The City Planning Board/Zoning Commission unanimously recommends Commission approval.

Mayor Stebbins declared the public hearing open. **Steve Grooms**, 137 Riverview Drive East, **Dan Sullivan**, 1601 39th Street South, and **Mike Kingsley**, 124 Highwood Drive, spoke in favor of Resolutions 9718 and 9719 and Ordinance 2994. No one spoke in opposition.

Mayor Stebbins declared the public hearing closed and asked for the direction of the City Commission.

Commissioner Hinz moved, seconded by Commissioners Beecher and Jovick-Kuntz, that the City Commission adopt Resolutions 9718 and 9719 and approve the Amended Plat of Lot 2A, Block 1, Sand Hills Addition and Blocks 40 and 45, Replat of Lincoln Heights Addition and accompanying Findings of Fact and Annexation Agreement.

Motion carried 4-0.

Commissioner Hinz moved, seconded by Commissioner Beecher, that the City Commission adopt Ordinance 2994.

Motion carried 4-0.

Res. 9709, Conditional Use Permit for a Telecommunication Facility. Adopted.

4. RESOLUTION 9709, CONDITIONAL USE PERMIT FOR A TELECOMMUNICATION FACILITY AT 117 9TH STREET NORTH.

Planning Director Ben Rangel reported that Craig Barber is the owner of a building located at the corner of 9th Street and 2nd Avenue North. Alltel Communications is a company interested in placing a cell tower on the roof of the building. The property is zoned C-5 Central business periphery, which allows placement of cell towers upon processing and approval of a conditional use permit. The tower would rise about 10 feet above the roof line of the two story building.

On November 6, 2007, the Commission set public hearing for this evening. After conducting the public hearing, Mr. Rangel requested that the Commission adopt Resolution 9709, which would grant a conditional use

permit for the cell tower and approve an agreement with specified terms and conditions for placement of the tower.

The City Zoning Commission unanimously recommends Commission approval.

Mayor Stebbins declared the public hearing open. **Craig Barber**, 117 9th Street North, owner of the building, spoke in favor of Resolution 9709. No one spoke in opposition.

Mayor Stebbins declared the public hearing closed and asked for the direction of the City Commission.

Commissioner Beecher moved, seconded by Commissioners Hinz and Jovick-Kuntz, that the City Commission adopt Resolution 9709, and approve the accompanying Agreement.

Motion carried 4-0.

Ord. 2996, Amend the City's Central Montana Agricultural and Technology Park Tax Increment Industrial Infrastructure District Plan. Adopted

5. ORDINANCE 2996, AMEND THE CITY'S CENTRAL MONTANA AGRICULTURAL AND TECHNOLOGY PARK TAX INCREMENT INDUSTRIAL INFRASTRUCTURE DISTRICT PLAN TO INCLUDE LOT 5, BLOCK 1, INTERNATIONAL MALTING COMPANY AND THE ABUTTING SEGMENT OF U.S. HIGHWAY 87.

Fiscal Services Director Coleen Balzarini reported that this ordinance will allow the boundaries of an existing industrial tax increment district to be amended. The first property within that district was the malting facility. It was always intended for additional industrial development in that area. That industrial development requires some infrastructure improvements - water and sewer. A rail spur is currently owned by the malting company and there is a desire to turn that over to public hands to make it available to other industrial developers that are anticipated coming into the area. The tax increment district will set the base value on the taxes at whatever is currently there. As new development occurs the increase in taxes are collected and used to pay off the cost to make infrastructure improvements.

Mayor Stebbins declared the public hearing open. **Brett Doney**, 3048 Delmar Drive, on behalf of the Great Falls Development Authority, spoke in favor of Ordinance 2996, and stated that a contract was signed today with an engineering firm to design the rail layout at the industrial park off of the rail spur. No one spoke in opposition.

Mayor Stebbins declared the public hearing closed and asked for the direction of the City Commission.

Commissioner Jovick-Kuntz moved, seconded by Commissioner Beecher, that the City Commission adopt Ordinance 2996.

Motion carried 4-0.

**CDBG and HOME
Grant/Consolidated Plan
Community Needs.**

6. COMMUNITY DEVELOPMENT BLOCK GRANT AND HOME GRANT/CONSOLIDATED PLAN COMMUNITY NEEDS.

CDBG Administrator Chris Imhoff reported that the purpose of this Consolidated Plan community needs public hearing was to allow citizens, especially lower income citizens, an opportunity to advise the City Commission of the community's issues. The comments heard at this public hearing will be considered when allocating the 2008/2009 Community Development Block Grant and HOME Grant funds.

Mayor Stebbins declared the public hearing open. Those addressing the City Commission were as follows:

Nancy O'Brien, 421 Deer Drive, Board Chair for the McLaughlin Research Institute. Ms. O'Brien stated that the Institute is about to make a \$6 million dollar expansion of the building and staff. In addition to the dollars for construction which will benefit low and moderate income workers, it will also provide 18 new jobs. For the expansion funding, the Institute needs to raise \$6 million dollars from a combination of public and private funds. She opined this is a good investment based on their past record. Since 1990, McLaughlin has brought in \$52 million in federal and out of state funding. They also have a summer program for high school and college students and teachers to do hands-on basic research in the lab. Over 80% of the students that have come through that program have gone on to careers in research or medicine. By having three more scientists and three more labs, they will be able to expand that program. They have received employer of the year two times from Easter Seals.

Dan Sullivan, 1601 39th Street South, on behalf of the Great Falls Housing Authority, thanked the Commissioners for their past support with the HOME application. Affordable housing for members of the community on limited incomes is a major need, and continues to be a major need in this city. The HA maintains waiting lists that show the most pressing need for housing are one and two bedroom units. Often they are seniors, and sometimes with assisted care or a caregiver. He urged the continued support of the use of CDBG/HOME funds for affordable housing in Great Falls and to continue to have safe and sanitary housing for members of the community.

Allene Mares, 3117 Fern Drive, on behalf the Community Health Care Center, stated that the Center is a service of the City-County Health Department. It is governed by community members and users or patients of the Clinic. The Center provides dental and medical care to the lowest of the low income residents in Great Falls. Ms. Mares stated the Center is a

very valuable part of the health care safety net in the community. The Center is funded by a federal grant, patient fees and local government support, both from the City of Great Falls and Cascade County. They serve over 5,000 patients a year and they had 15,000 medical and dental visits in 2006. On average they see 120-150 new patients every month. The need and demand for their services is acute. The Center is looking for funding to expand its services because the current capacity does not meet the demand for services. The overall cost of an expansion is about \$1.6 million dollars which far exceeds what would be available through CDBG money. However, Ms. Mares stated it could be a starting point to get some community support to expand the Community Health Care Center

Brett Doney, 3048 Delmar Drive, on behalf of the Great Falls Development Authority, thanked the City for supporting their regional revolving loan funds. The amount of \$68,000 in CDBG micro-loan funds was transferred from the City through Opportunity, Inc. to the Development Authority a year and a half ago so that they could meet their match with the Federal Economic Development Administration. Mr. Doney reported that they used the \$68,000 for First League to allow Dimitri's Restaurant to open. As they repay that the money will be used elsewhere in the community. Mr. Doney stated that he is also on the National Development Council for the McLaughlin Research Institute. He stated that when he was in Maine he had the opportunity to work with the Jackson Lab that went from the same size that MRI is now and have grown to 1,340 employees. MRI is highly respected by them. MRI brings new money into the area and he supports their expansion.

Jerome Patton, 311 2nd Street North, Unit 1, stated that he was representing or speaking on behalf of what he heard at the Imagine Downtown meeting and the Comprehensive Housing meetings. He sits on the Imagine Downtown housing group, the Incentives Committee, and plans on attending the Downtown Task Force. Mr. Patton reported that he has seen a real interest in revitalizing downtown. People see that there is a benefit to bringing different types of housing downtown to spur economic development. He supports this program and asks that greater consideration be given to funding requests for projects that would assist in the downtown revitalization effort through slum and blight removal, low, moderate and high income housing in the downtown area and possibly mixed-use projects.

Audrey Finlayson, 3721 3rd Avenue South, stated that she works with Cascade County Aging Services. Senior citizens are important to the community. Ms. Finlayson stated that the block grant helps with Meals on Wheels. Without the assistance of the CDBG funds there would be a waiting list. They can serve about 250 people per day, and right now there are over 300 people. Ms. Finlayson stated there is a huge need in our community for these people, and urged the continued support of the elderly in the community.

There being no one further to address the Commission, Mayor Stebbins declared the public hearing closed.

Sale of City-Owned Land. Approved.

7. SALE OF CITY-OWNED LAND LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF 9TH STREET NORTH AND 10TH AVENUE NORTH.

Community Development Director Mike Rattray reported that for many years the City of Great Falls has owned a half-lot located at the southeast corner of the intersection of 9th Street North and 10th Avenue North. Mr. Bartram contacted staff and asked that the City offer the lot for sale so that it can be consolidated with the adjoining properties to the east and allow for a future development site. The minimum bid price was established at \$12,500. Public notice was advertised and a bid opening was conducted. Mr. Bartram submitted the only bid and met the minimum bid price at \$12,510.

Mayor Stebbins declared the public hearing open. No one spoke in favor of or opposition to the proposed sale.

Mayor Stebbins declared the public hearing closed and asked for the direction of the City Commission.

Commissioner Hinz moved, seconded by Commissioner Beecher, that the City Commission approve the sale of the West ½ of Lot 1, Block 76, Original Townsite to Mr. Robert Bartrum for \$12,510 and authorize the City Manager and staff to execute the necessary documents.

Motion carried 4-0.

OLD BUSINESS

NEW BUSINESS

Great Falls Dog Park Location. Approved.

8. GREAT FALLS DOG PARK. APPROVES LOCATION FOR DOG PARK ON CITY-OWNED PROPERTY ADJACENT TO RIVER DRIVE NORTH BETWEEN 6TH AND 9TH STREETS NORTH.

Interim Park and Recreation Director Marty Basta reported that the agenda item is to approve or deny the Animal Foundation of Great Falls' request to use approximately two acres of undeveloped park land to construct a dog park. The Foundation has agreed to fund the development of the dog park, and the Park and Recreation Department has agreed to the continued maintenance of the two acres of park land. The Foundation has agreed to assist in maintenance items such as clean up of the park. The undeveloped park land is located adjacent to River's Edge Trail between 6th and 9th Streets North. The Park and Recreation Board has approved the location

for the dog park at the November 19, 2007 Board Meeting.

Commissioner Beecher moved, seconded by Commissioner Jovick-Kuntz, that the City Commission approve the location for the Great Falls Dog Park on City-owned property adjacent to River Drive North between 6th and 9th Streets North.

Mayor Stebbins asked if there were any comments from the public. No one responded.

Motion carried 4-0.

ORDINANCES/RESOLUTIONS

Res. 9714 and Ord. 2995, Intent to Annex and Zoning for Segment of BNSF Railroad Right-of-Way Along 14th Street Southwest. Adopted Res. 9714 and accepted Ord. 2995 on first reading and set public hearing for January 8, 2008.

9A. RESOLUTION 9714, INTENT TO ANNEX SEGMENT OF BURLINGTON NORTHERN AND SANTA FE RAILROAD RIGHT-OF-WAY ALONG 14TH STREET SOUTHWEST.

9B. ORDINANCE 2995, ESTABLISH ZONING CLASSIFICATION OF C-2 GENERAL COMMERCIAL DISTRICT TO THE UNINCORPORATED SEGMENT OF BNSF RIGHT-OF-WAY.

Planning Director Ben Rangel reported that a segment of Burlington Northern and Santa Fe Railroad right of way located along 14th Street SW between Interstate Spur 315 and Park Garden Road has never been annexed into the City. This particular right of way is contiguous to the City limits. As such, State statute allows cities to annex land, if the land is adjacent, including any lands used for railroad purposes. This action will also address the Commission's interest to annex unincorporated enclaves into the City.

The action requested this evening is to adopt Resolution 9714, Intent to Annex, which sets public hearing for January 8th of next year to consider annexation and to accept Ordinance 2995 on first reading and to set public hearing for January 8th to consider assignment of City zoning.

Commissioner Hinz moved, seconded by Commissioner Beecher, that the City Commission adopt Resolution 9714.

Mayor Stebbins inquired if there were any comments from the public. No one responded.

Motion carried 4-0.

Commissioner Jovick-Kuntz moved, seconded by Commissioner Hinz, that the City Commission accept Ordinance 2995 on first reading and set public hearing for January 8, 2008.

Mayor Stebbins inquired if there were any comments from the public. No one responded.

Motion carried 4-0.

Ord. 2993, Amending OCCGF Title 5.3.7.720 Emergency Medical Services Licenses and Create OCCGF 8.9 Emergency Medical Services. Motion to Amend Motion and set public hearing and final reading for January 8, 2008, passed. A vote on the Amended Motion itself will come again before the Commission on December 18, 2007.

10. ORDINANCE 2993, AMENDING OCCGF TITLE 5.3.7.720 EMERGENCY MEDICAL SERVICES LICENSES AND CREATE OCCGF 8.9 EMERGENCY MEDICAL SERVICES.

Fire Chief Randy McCamley reported that Ordinance 2993 would revise the current Special Business License for ambulance transport companies which is Title 5.3.7.720 and create Title 8.9 Emergency Medical Services. EMS consultants are recommending the changes to help improve the overall safety and stability of the 911 emergency care system. The new ordinance more clearly spells out how the City will manage and provide oversight of the EMS system within the City of Great Falls and its contracted fire districts. Throughout the development of this ordinance, the City has received considerable input from the local ambulance owner and his representatives. City staff and EMS consultants have endeavored to incorporate many of changes into the ordinance. Unfortunately, a few differences remain. Mr. McCamley requested the Commission accept Ordinance 2993 on first reading and set a public hearing and final reading on December 18, 2007.

Commissioner Jovick-Kuntz asked for clarification on the role of the oversight committee and the performance contract.

City Manager John Lawton explained that he met with representatives of Great Falls Emergency this afternoon and these issues were discussed. Mr. Lawton reported they have included almost all of the recommendations of the ambulance company. There are still a couple of outstanding issues that were further discussed this afternoon. One issue is the oversight committee versus an advisory committee. This has been set up like most of the other committees, as an advisory committee to the City Commission, to the Fire Chief, to the ambulance company and everyone involved in this system. Our committees don't normally have independent decision making authority. The decisions come to the City Commission as recommendations. Mr. Lawton stated he explained to them that in the almost 18 years that he has been with the City, he has seen very few instances where the Commission doesn't accept the recommendation of an advisory committee. Mr. Lawton stated that Great Falls Emergency's concern is that they will have no place to go if they feel that they are being treated in a manner that doesn't work for them by the oversight mechanism that is set up. They wanted to have an oversight committee with independent decision making authority rather than an advisory committee. Mr. Lawton stated that he agreed to go back and look at this in terms of an appeal process. If decisions are made by the administrator who Mr. Lawton appoints as the oversight individual for the EMS system, he committed to

create an appeal process with a due process provision for decisions EMS has an objection to. Another issue is contract negotiations. This ordinance calls for the City to have a contract with the ambulance provider. In the ordinance it also allows for the possibility of bidding out those services to other ambulance providers. Mr. Lawton stated that he assured EMS today that the City intends to negotiate a contract with them. There are no plans to go out for bids. The consultant will help us draft a contract. Then both parties will negotiate the provisions. If either party is having a hard time coming to an agreement, then a mediator can be used. The protection for EMS is it doesn't have to sign a contract. Mr. Lawton stated they also talked about the meeting schedule. EMS indicated it may have a problem with the holidays because the 18th is so close to the holidays. Mr. Lawton suggested that this matter be put on the schedule as proposed and if EMS has problems with the 18th, the public hearing could be held and then completed on January 8th. Mr. Lawton stated he believed the remaining issues were settled.

Commissioner Hinz asked what happens if an agreement can't be reached, who would provide the ambulance service in the interim, or would the City allow EMS to provide the services without a signed contract.

Mr. Lawton answered there is a provision in the ordinance that allows for temporary emergency services. The City would not go without emergency services. Mr. Lawton stated his sense on it is EMS has a strong desire to negotiate a contract that everyone can live with.

Commissioner Beecher moved, seconded by Commissioner Hinz, that the City Commission accept Ordinance 2993 on first reading and set public hearing and final reading for December 18, 2007, keeping in mind what Mr. Lawton said that the meeting would be continued to January 8, 2008.

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

Mary Jolley, 1910 2nd Avenue North, commented that the Commission should not set a public hearing in the immediate future. Ms. Jolley stated there is a lot of information to consider, there isn't an agreement yet and, if the Commission voted no to setting a public hearing, it would give staff an incentive not to rush things.

Ron Gessaman, 1006 36th Avenue N.E., commented that he doesn't understand why the public hearing has to be set on the 18th, and that two weeks is a short period of time.

Don Waylon, 1200 Burlington, Missoula, stated he is the manger of Missoula Emergency Services and a regional manager with Great Falls Emergency Services. Mr. Waylon stated he is connected with the EMS community, as well as across the state, and serves on the State EMS Task

Force. Recently he was asked to talk at the Children and Family Health and Human Services Interim Legislative Committee that was doing a study on EMS in Montana. Mr. Waylon stated his main point is what does happen in Great Falls will impact the rest of the state. He thanked the Commissioners, the Mayor, John Lawton and the Fire Chief for listening to what they had to say.

Ellen Stinar, 514 9th Avenue South, Great Falls Emergency Services and Montana Community Ambulance Manager, thanked the Commissioners for taking the time to look at this issue on behalf of her employees and their families. Ms. Steiner stated EMS has some of the finest professionals who have chosen compassion and patient care over contracts, dollars and benefits. As well as being a partner in Great Falls emergency care, Ms. Steiner stated that they are also a company with employees and families that contribute to the community every day and that is something they look forward to continuing to do.

Dave Kuhn, Idaho Falls, co-owner of the ambulance service, thanked the Commissioners and stated he appreciates the steps taken and necessary to get to the ordinance they are getting closer to wrapping up. He thanked John Lawton for sitting down with him today. Mr. Kuhn stated in the past few weeks they have seen the spirit of cooperation and that is appreciated. He has staff and employees that enjoy being able to serve here. This ordinance can have a big impact on all of them. Mr. Kuhn believed the points John Lawton brought up they will be able to work together on and can resolve the issues.

Commissioner Hinz moved, seconded by Commissioner Jovick-Kuntz, to amend the prior motion to postpone the public hearing until January 8, 2008.

Motion carried 3-1. (Commissioner Beecher dissenting.)

Mayor Stebbins stated the motion passes, and the public hearing will be set on January 8, 2008, to allow time go over the additional paperwork.

(City Clerk's Comment: While the Motion to Amend the Motion carried, there was not a vote on the Amended Motion. Therefore, that Motion will come again before the Commission on December 18, 2007.)

Consent Agenda.
Approved as printed.

CONSENT AGENDA

- 11.** Minutes, November 20, 2007, Commission meeting.
- 12.** Total Expenditures of \$1,608,727 for the period of November 16 - 26, 2007, to include claims over \$5,000, in the amount of \$1,485,350.
- 13.** Contracts list.
- 14.** Set public hearing for January 22, 2008, on Res. 9708, to Establish

- Water, Sewer and Storm Drain Utility Service Rates and Fees.
15. Award Parking Enforcement Services Contract to Standard Parking Corporation.
 16. Award contract for the 9th Street Northeast Storm Drain Extension to Ed Boland Construction, Inc. in the amount of \$149,489. OF 1476.1
 17. Approve Consultant Services Agreement for design and construction oversight of the Library Landscaping CTEP Project to L'Heureux Page Werner in the amount of \$28,861.21. OF 1508.1
 18. Approve Amendment No. 1 in the amount of \$18,250 to the Standard Agreement with Stelling Engineers, Inc. for the West Bank Park Storm Drain Outfall Improvements. OF 1482
 19. Approve the Memorandum of Understanding with Cascade County Physical Activity Council, d/b/a Get Fit Great Falls.
 20. Approve the revised site plan for Rivershore Mobile Home Park at 3308 Lower River Road.

Commissioner Beecher moved, seconded by Commissioner Jovick-Kuntz, that the City Commission approve the Consent Agenda as presented.

Mayor Stebbins inquired if there was any comment from the public regarding the consent agenda.

Mary Jolley, 1910 2nd Avenue North, inquired if the \$10,000 payment she believed was on the contracts list for the Comprehensive Annual Financial Report was payment in full, and if it was ready to distribute.

Fiscal Services Director Coleen Balzarini answered that it was a partial payment to the auditor. She thought the total amount was \$35,000. Ms. Balzarini further stated that the report has to go to the State and government finance officers for review by December 31st. It is going before the audit committee next week and it will be before the Commission for approval on December 18th. Ms. Jolley inquired who was on the audit committee. Commissioner Beecher answered that he was, as well as Cheryl Patton, and Joan Fisher at the City-County Health Department.

Motion carried 4-0.

BOARDS & COMMISSIONS

21. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

CITY MANAGER

22. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

John Lawton reported that at the last meeting Commissioner-Elect Mary Jolley asked a question about engineering services for a street lighting

district and he didn't believe she received a complete answer. Mr. Lawton explained that there were two engineering service amounts for that project. One amount for \$3,600 was for contracted engineering services. The City engineer indicated that the City doesn't have that kind of electrical engineering expertise on staff, so that is why the City hired a consulting engineer. The other item for \$3,000 was for the City engineering department, to cover contract administration, a consultant liaison, coordination with fiscal services, bid openings, monitoring, supervision and so forth. Those two items were included as project costs and folded into the overall cost of that district. When that street lighting district is put into effect, the property owners pay for those street lights. The City borrows the money from the State Board of Investments Intercap Program and follows state law. The \$3,000 is a revenue to the engineering fund. Mr. Lawton advised that this update is also available in a written report as well.

CITY COMMISSION

23. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

Mayor Stebbins stated that, since the selection process for the City Manager has become a month or two behind, she thought the Commission should consider asking Mr. Lawton if he will stay on to ensure a smooth transition. Commissioner Beecher agreed and stated it makes sense for the transition to a new manager. Commissioners Hinz and Jovick-Kuntz also agreed. Mr. Lawton stated he would be willing to do that for a period of time to ensure a smooth transition.

Mayor Stebbins further commented that she had a note from Arlene Reichert who couldn't make it to the meeting tonight, but wanted to express the gratitude from Preservation Cascade to the City Commission for enabling them to light the 10th Street Bridge through the CTEP grant.

PETITIONS AND COMMUNICATIONS

25. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

Mayor Stebbins opened the meeting to Petitions and Communications.

**Economic Modeling Tool
Projects Impact of HGS.
Angelou Economics.**

25A. Brett Doney, 3048 Delmar Drive, stated that the Development Authority has purchased an annual subscription to a very powerful web based economic modeling system that taps in to over 80 databases throughout the country that has to do with work force industry and economics. He stated the first report generated was for the Highwood Generating Plant. Additionally, the GFDA contracted with Angelou Economics, an economic developing consulting firm, to conduct a competitive analysis for Great Falls for data centers; help develop a work force skills and availability system that involves an annual survey; help define the trade area; and, work with the real estate community to put together a strategy for attracting private sector real estate

investment.

HGS. Gas Prices.

25B. John Hubbard, 615 7th Avenue South, commented that the coal plant is thirty year old technology and will not work. Mr. Hubbard expressed frustration with the high fuel prices, watered down gas, and that people are not able to make ends meet.

ADJOURNMENT

Adjourn.

There being no further business to come before the Commission, **Commissioner Jovick-Kuntz moved, seconded by Commissioner Beecher that the regular meeting of December 4, 2007, be adjourned at 8:17 p.m.**

Motion carried 4-0.

Mayor Stebbins

City Clerk

ITEM: \$5000 Report
 Budget or Contract Claims in Excess of \$5000

PRESENTED BY: City Controller

ACTION REQUESTED: Approval With Consent Agenda

APPROVAL: _____

TOTAL CHECKS ISSUED AND WIRE TRANSFERS MADE ARE NOTED BELOW WITH AN ITEMIZED LISTING OF ALL TRANSACTIONS GREATER THAN \$5000:

MASTER ACCOUNT MANUAL CHECK RUN FOR 11-30-07	19,996.88
MASTER ACCOUNT CHECK RUN FOR DECEMBER 5, 2007	262,419.77
MASTER ACCOUNT CHECK RUN FOR DECEMBER 12, 2007	322,699.22
MUNICIPAL COURT ACCOUNT CHECK RUN FOR DECEMBER 12, 2007	54,518.50
WIRE TRANSFERS FROM NOV 27-30, 2007	22,222.73
WIRE TRANSFERS FROM NOV 29, 2007	58,417.73
WIRE TRANSFERS FROM DEC 1-3, 2007	33,239.95
WIRE TRANSFERS FROM DEC 4-10, 2007	<u>96,441.30</u>
TOTAL: \$	<u><u>869,956.08</u></u>

GENERAL FUND

POLICE

NORTHWESTERN ENERGY	OCTOBER 2007 CHARGES SPLIT	642.08
OCEAN SYSTEMS	V5.0 BUNDLE, FORENSIC BUNDLE	
	ADOBE PHOTOSHOP, PRINTER MISC	9,531.00
ENERGY WEST	NOVEMBER CHARGES SPLIT	1,899.38

FIRE

NORTHWESTERN ENERGY	OCTOBER 2007 CHARGES SPLIT	607.32
ENERGY WEST	NOVEMBER CHARGES SPLIT	4,101.47
ABARIS GROUP	IMPLEMENTATION PLAN	10,291.00

PARK & RECREATION

NORTHWESTERN ENERGY	OCTOBER 2007 CHARGES SPLIT	503.24
ENERGY WEST	NOVEMBER CHARGES SPLIT	2,581.92

SPECIAL REVENUE FUND

CTEP PROJECT

LIBERTY ELECTRIC INC	10TH ST BEAUTIFICATION OF#1180.6	40,322.63
LIBERTY ELECTRIC INC	10TH ST BEAUTIFICATION OF#1180.6	65,200.27

LIGHTING DISTRICT

NORTHWESTERN ENERGY	NOVEMBER 2007 CHARGES	72,594.64
---------------------	-----------------------	-----------

POLICE SPECIAL

NEW WORLD SYSTEMS INC	CONTRACT BILLING 14 MOBILE UNITS	8,750.00
-----------------------	----------------------------------	----------

STREET DISTRICT

MT DEPT OF TRANSPORTATION	OF #1252 CITY SHARE INTERSECTION	6,025.13
---------------------------	----------------------------------	----------

LIBRARY

NORTHWESTERN ENERGY	OCTOBER 2007 CHARGES SPLIT	800.88
ENERGY WEST	NOVEMBER CHARGES SPLIT	2,838.20
PLUM STREET STUDIOS INC	FRONT PLAZA WATER FEATURE	20,000.00

FEDERAL BLOCK GRANTS

ANDRE EXCAVATION & SEWER SERVICE	515 5TH ST S WATER LINE REPLACE	7,000.00
ACT II RESURFACING	515 5TH ST S PLUMBING MATERIALS	5,000.00

ECONOMIC REVOLVING

ENERGY WEST	NOVEMBER CHARGES SPLIT	80.35
-------------	------------------------	-------

ENTERPRISE FUNDS

WATER

NORTHWESTERN ENERGY	OCTOBER 2007 CHARGES SPLIT	8,319.54
ENERGY WEST	NOVEMBER CHARGES SPLIT	5,228.35

SEWER

NCI ENGINEERING	LIFT STATION/ WTP REHAB OF 1374.5	56,571.50
-----------------	-----------------------------------	-----------

SANITATION

NORTHWESTERN ENERGY	OCTOBER 2007 CHARGES SPLIT	249.36
ENERGY WEST	NOVEMBER CHARGES SPLIT	273.59

SAFETY SERVICES

QWEST	N0V 10 TO DEC 09 2007 CHARGES	6,116.34
NORTHWESTERN ENERGY	OCTOBER 2007 CHARGES SPLIT	160.52
ENERGY WEST	NOVEMBER CHARGES SPLIT	474.85

GOLF COURSES

ENERGY WEST NOVEMBER CHARGES SPLIT 539.84

SWIM POOLS

NORTHWESTERN ENERGY OCTOBER 2007 CHARGES SPLIT 375.91
ENERGY WEST NOVEMBER CHARGES SPLIT 5,552.51

RECREATION

NORTHWESTERN ENERGY OCTOBER 2007 CHARGES SPLIT 435.51
ENERGY WEST NOVEMBER CHARGES SPLIT 536.83

CIVIC CENTER

GREAT FALLS SYMPHONY ASSOC "RING" CONTRACT #08-52 9,630.00
TD BANKNORTH (MOSCOW BALLET) NUTCRACKER PAY OUT TICKETS 58,417.73

INTERNAL SERVICES FUND

HEALTH INSURANCE

BLUE CROSS/BLUE SHIELD GROUP&HMO CLAIMS NOV 27-30, 2007 22,222.73
BLUE CROSS/BLUE SHIELD GROUP & HMO CLAIMS DEC 1-3, 2007 33,239.95
BLUE CROSS/BLUE SHIELD GROUP & HMO CLAIMS DEC 4-10, 2007 96,441.30

CENTRAL INSURANCE

MONTANA MUNICIPAL INS AUTH GEN LIAB DEDUCTIBLES 11/07 9,608.23

CENTRAL GARAGE

MOUNTAIN VIEW CO-OP UNLEADED & DIESEL FUEL 27,011.24

PUBLIC WORKS

NORTHWESTERN ENERGY OCTOBER 2007 CHARGES SPLIT 661.43
ENERGY WEST NOVEMBER CHARGES SPLIT 4,291.94

FACILITY SERVICES

NORTHWESTERN ENERGY OCTOBER 2007 CHARGES SPLIT 1,425.03
ENERGY WEST NOVEMBER CHARGES SPLIT 2,501.04
NORTHWEST BOILER INC REPLACE 113 10 GAUGE TUBES W/ 12 15,700.00

BLANKET PURCHASE ORDERS

MUNICIPAL COURT

CASCADE COUNTY TREASURER COURT SURCHARGES 8,840.00
CITY OF GREAT FALLS FINES & FORFEITURES 40,523.50

CLAIMS OVER \$5000 TOTAL: \$ 674,118.28

COMMUNICATION TO THE CITY COMMISSION

DATE: December 18, 2007

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

PRESENTED BY: Lisa Kunz, City Clerk

ACTION REQUESTED: Ratification of Contracts through the Consent Agenda

MAYOR'S SIGNATURE: _____

CONTRACT LIST

	DEPARTMENT	OTHER PARTY (PERSON OR ENTITY)	PERIOD	FUND	AMOUNT	PURPOSE
A	Great Falls Police Department	B-Pad Group, Inc.	01/10/2008 - 01/09/2013	100-2126-522-3599	\$5,250	Video tests, manuals, and hiring assessment system (DVD's)
B	Community Development	Neighborhood Housing Services	12/18/2007 - 01/01/2009	274	\$8,226	First time home buyer down payment assistance
C	Community Development	HOME Program Montana Department of Commerce	07/01/2007 – 06/30/2008	274	\$8,226	First time home buyer down payment assistance
D	Public Works Engineering	United Electric LLC	10/2007 – 06/2008	Special Improvement Assessment	\$25,900	Meadowlark Addition #5 SLD-COR 1310 Delea Drive Street Lighting
E	Public Works Engineering	Enterprise Electric, Inc.	11/2007 – 06/2008	Community Development Block Grant and Tax Increment	\$22,155	Community Recreation Center Electrical Upgrade OF 1443.5

F	Public Works Engineering	Montana Department of Transportation	04/2004 – 12/2009	None	None	BNRR – River Drive Agree right-of-way purchase by use of valuation waiver rather than a formal appraisal of City property along Overlook Park OF 1307
----------	-----------------------------	---	----------------------	------	------	---

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

**AGENDA: 13
DATE: December 18, 2007**

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

PRESENTED BY: Lisa Kunz, City Clerk

ACTION REQUESTED: Ratification of Lien Releases through the Consent Agenda

MAYOR'S SIGNATURE: _____

LIEN RELEASES

	DEPARTMENT	OTHER PARTY (PERSON OR ENTITY)	PERIOD	FUND	AMOUNT	PURPOSE
A	Fiscal Services	Property Owner at time of recording was in the name of Duane P. & Deborah A. Nicholls (current owner of record is Professional Brokers of Montana, Inc.)	Current		\$538.89	Partial Release of Resolution #9684 to Levy and Assess Properties for Unpaid Utility Services at 1507 15 th Street South in violation during calendar year 2007. Sunnyside Heights Addition, Block 10, Lot 5.

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

**AGENDA: 14
DATE: December 18, 2007**

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

PRESENTED BY: Lisa Kunz, City Clerk

ACTION REQUESTED: Ratification of Grants through the Consent Agenda

MAYOR'S SIGNATURE: _____

GRANTS

	DEPARTMENT	OTHER PARTY (PERSON OR ENTITY)	PERIOD	GRANT AMOUNT REQUESTED	CITY MATCH (INCLUDE FUND MATCH TO BE PAID OUT OF)	PURPOSE
A	Planning	Ellen Sievert Historic Preservation Officer	01/30/2008 to 03/2009	\$3,000	N/A (Match will be sought from Russell Region and Mt. Community Foundation)	Walking Tour Brochures (2) for the GF Railroad Historic District and other resources along the River's Edge Trail

A G E N D A R E P O R T

DATE December 18, 2007

ITEM Res. 9721, Building, Plumbing, Electrical and Mechanical Permit Fee Increase

INITIATED BY Community Development Staff

ACTION REQUESTED Set Public Hearing for January 8, 2008

PRESENTED BY Mike Rattray, Community Development Director

- - - - -

RECOMMENDATION:

Staff recommends the City Commission approve the following motion:

MOTION:

I move to set a public hearing for January 8, 2008, on Resolution 9721.

SYNOPSIS:

Resolution 9721 sets new rates for building, plumbing, electrical and mechanical permit fees that were established in 2006. The proposed fee schedule generally represents a 3% increase. Permit fees are calculated based on value of construction. The fee increase is proposed to be effective March 1, 2008.

BACKGROUND:

An increase in fees is necessary to cover the cost of service delivery and keep with inflation.

In order to support this enterprise fund, staff will review fee schedules annually to be certain cost of providing the services are recovered. Annual adjustments will avoid the necessity of a large percentage increase at any point in the future.

If approved, the fees for service addressed in Resolution 9721 will support the cost of service at existing staffing levels.

BUILDING PERMIT VALUATIONS	CURRENT	PROPOSED
\$1,000	\$49.00	\$51.00
\$10,000	\$154.00	\$159.20
\$30,000	\$378.00	\$391.70
\$100,000	\$854.00	\$887.70

The basic fee for issuing an electrical, plumbing and mechanical permit increases from \$27 to \$28.

RESOLUTION NO. 9721

A RESOLUTION TO ESTABLISH RATES IN ACCORDANCE WITH TITLE 15, O.C.C.G.F., RELATING TO PERMIT FEES FOR BUILDING, PLUMBING, MECHANICAL, AND ELECTRICAL PERMITS IN THE CITY OF GREAT FALLS EFFECTIVE MARCH 1, 2008.

* * * * *

WHEREAS, the City Commission of the City of Great Falls having met and conducted the hearing this day in regular session at the Civic Center, Great Falls, Montana, at 7:00 p.m., and having considered the cost of service to promote safe buildings for the citizens of Great Falls, do hereby establish and approve the fee schedule, attached as Exhibit A, for the City of Great Falls, Montana.

PASSED by the Commission of the City of Great Falls, Montana, on this 8th day of January, 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 No. 9721 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 8th day of January, 2008, and approved by the Mayor of said City, on the 8th day of January, 2008.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said City, this 8th day of January, 2008.

Lisa Kunz, City Clerk

(SEAL OF CITY)

EXHIBIT A

BUILDING PERMIT FEES Effective March 1, 2008

VALUE	PERMIT	VALUE	PERMIT
\$1	\$1,000	\$51.00	\$50,001
\$1,001	\$2,000	\$61.00	\$51,001
\$2,001	\$3,000	\$72.40	\$52,001
\$3,001	\$4,000	\$84.80	\$53,001
\$4,001	\$5,000	\$97.20	\$54,001
\$5,001	\$6,000	\$109.60	\$55,001
\$6,001	\$7,000	\$122.00	\$56,001
\$7,001	\$8,000	\$134.40	\$57,001
\$8,001	\$9,000	\$146.80	\$58,001
\$9,001	\$10,000	\$159.20	\$59,001
\$10,001	\$11,000	\$171.60	\$60,001
\$11,001	\$12,000	\$184.00	\$61,001
\$12,001	\$13,000	\$196.40	\$62,001
\$13,001	\$14,000	\$208.80	\$63,001
\$14,001	\$15,000	\$221.20	\$64,001
\$15,001	\$16,000	\$233.60	\$65,001
\$16,001	\$17,000	\$246.00	\$66,001
\$17,001	\$18,000	\$258.40	\$67,001
\$18,001	\$19,000	\$270.80	\$68,001
\$19,001	\$20,000	\$283.20	\$69,001
\$20,001	\$21,000	\$295.60	\$70,001
\$21,001	\$22,000	\$308.00	\$71,001
\$22,001	\$23,000	\$320.40	\$72,001
\$23,001	\$24,000	\$332.80	\$73,001
\$24,001	\$25,000	\$345.20	\$74,001
\$25,001	\$26,000	\$357.60	\$75,001
\$26,001	\$27,000	\$370.00	\$76,001
\$27,001	\$28,000	\$382.40	\$77,001
\$28,001	\$29,000	\$394.80	\$78,001
\$29,001	\$30,000	\$407.20	\$79,001
\$30,001	\$31,000	\$419.60	\$80,001
\$31,001	\$32,000	\$432.00	\$81,001
\$32,001	\$33,000	\$444.40	\$82,001
\$33,001	\$34,000	\$456.80	\$83,001
\$34,001	\$35,000	\$469.20	\$84,001
\$35,001	\$36,000	\$481.60	\$85,001
\$36,001	\$37,000	\$494.00	\$86,001
\$37,001	\$38,000	\$506.40	\$87,001
\$38,001	\$39,000	\$518.80	\$88,001
\$39,001	\$40,000	\$531.20	\$89,001
\$40,001	\$41,000	\$543.60	\$90,001
\$41,001	\$42,000	\$556.00	\$91,001
\$42,001	\$43,000	\$568.40	\$92,001
\$43,001	\$44,000	\$580.80	\$93,001
\$44,001	\$45,000	\$593.20	\$94,001
\$45,001	\$46,000	\$605.60	\$95,001
\$46,001	\$47,000	\$618.00	\$96,001
\$47,001	\$48,000	\$630.40	\$97,001
\$48,001	\$49,000	\$642.80	\$98,001
\$49,001	\$50,000	\$655.20	\$99,001
			\$100,000

	\$100,001 to \$500,000: \$887.70 for the first \$100,000 plus \$5.20 for each additional \$1000 or portion thereof.
	\$500,000 to \$1,000,000 \$2967.70 for the first \$500,000 plus \$4.10 for each additional \$1000 or portion thereof.
	\$1,000,000 and up: \$5017.70 for the first \$1,000,000 plus \$3.10 for each additional \$1000 or portion thereof
	RESIDENTIAL Plan review = 12.5% of permit fee
	COMMERCIAL Plan review = 25% of permit fee

ELECTRIC PERMIT FEES.

Table No. 3-B

For issuing each permit.....\$ **28.00**

Temporary Power Service: For temporary service pole or pedestal including all pole or pedestal-mounted receptacle outlets and appurtenances, each.....\$ **28.00**

System Fee Schedule

(Note: the following do not include permit issuing fee).

New Residential Buildings

The following fees shall include all wiring and electrical equipment in or on each building, or other electrical equipment on the same premises constructed at the same time.

1. ***Residential**: new construction and extensive remodeling based on square foot area. Included shall be all finished and unfinished rooms, including basements and residential garages. Multifamily dwellings or apartments, up to and including four units within a single structure, come under this section and each unit shall be counted as an individual residence.
 - a. 0 – 750 sq. ft.....\$ **42.20**
 - 751 – 4,000 sq. ft.....\$ **.08sq. ft.**
 - over 4,000 sq. ft.....\$ **222.50 plus \$.06 per sq. ft. over 4000 sq. ft.**
2. Mobile or Manufactured Homes: each connection or reconnection.....\$ **22.70**
3. Water pumps: any type
 - a. up to 25 h.p.....\$ **24.70**
 - b. over 25 h.p.....\$ **24.00 plus \$.08 per h.p. over 25 h.p.**
4. Private Swimming Pools & Hot Tubs: for new private, residential, in-ground, swimming pools & hot tubs for single-family, multi-family occupancies including a complete system of necessary branch circuit wiring, bonding, grounding, underwater lighting, water pumping and other similar electrical equipment directly related to the operation of a swimming pool or hot tub, each..... \$ **22.70**
5. Carnivals, Fairs, Outdoor Concerts and Similar Amusement Establishments and Other Public Assemblies of a Temporary Nature: Carnivals, circuses, or other traveling shows or exhibitions utilizing transportable type rides, booths, displays and attractions.

The electrical inspection fee for each temporary installation shall be **\$53.60** for the entirety of the temporary installation, provided that such inspection can be completed within one hour. If additional inspection time is required, it will be charged at the rate of **\$26.80** for each additional 30 minutes or fractional parts thereof.

6. All Other: fees listed in this section shall apply to any and all electrical installations not specifically mentioned elsewhere in this rule. The wiring cost shall be the cost to the owner of all labor charges and all wiring materials and equipment installed as part of the wiring system. For uniformity of fee, when labor is performed by the owner, such labor cost shall be based at actual cost. The value of factory installed wiring, switches, and controls on equipment shall be included in wiring costs. Value of motors and appliances need not be included. Multifamily dwellings or apartments with five or more dwellings come under this schedule. Mobile Home Parks – distribution wiring including pedestal or service is under this schedule. This does not include or permit the connection of the mobile home. Recreational Vehicle Parks – service conductors distribution and lot supply to individual units come under this schedule plus **\$7.00** per lot.

<u>Total Job Cost</u>	<u>Inspection Fee</u>
\$ 0 - \$ 1,000	\$ 50.50
\$ 1,001 - \$5,000	\$111.20
\$ 5,001 - \$10,000	\$212.20
\$10,001 - \$50,000	\$278.10 for first \$10,000 plus ½ of 1% of balance
More than \$50,000	\$502.60 for first \$50,000 plus ¼ of 1% of balance

7. Residential Appliances: For fixed residential appliances or receptacle outlets for same, including wall-mounted electric ovens; counter-mounted cooking tops; electric ranges, self-contained room, console, or through-wall air conditions; space heaters; food waste grinders; dishwashers; washing machines; water heaters; clothes dryers; or other motor-operated appliances not exceeding one horsepower (HP) in rating, each.....\$ **17.50**

Note: for other types of air conditioners and other motor driven appliances having larger electrical ratings, see Power Apparatus.

8. **Nonresidential Appliances:** For residential appliances and self-contained factory-wired, nonresidential appliances not exceeding one horsepower (HP), kilowatt (KW), or kilovolt-ampere (KVA), in rating including medical and dental devices; food, beverage, and ice cream cabinets; illuminated show cases; drinking fountains; vending machines; laundry machines; or other similar types of equipment, each.....**\$17.50**

Note: for other types of air conditioners and other motor-driven appliances have larger electrical ratings, see Power Apparatus.

9. **Power Apparatus:** For motors, generators, transformers, rectifiers, synchronous converters, capacitors, industrial heating, air conditioners and heat pumps, cooking or baking equipment and other apparatus, as follows:

Rating in horsepower (HP), kilowatts (KW), kilovolt-amperes (KVA), or kilovolt-amperes reactive (KVAR):

Up to and including 10, each.....	\$17.50
Over 10 and not over 50, each.....	24.70
Over 50 and not over 100, each.....	50.50
Over 100, each.....	75.20

- Note: a. For equipment or appliances having more than one motor, transformer, heater, etc., the sum of the combined ratings may be used.
 b. These fees include all switches, circuit breakers, contractors, thermostats, relays and other directly related control equipment.

10. **Services:** For services of six hundred volts or less and not over two hundred amperes in rating, each.....**\$31.90**
0
 For services of six hundred volts or less and over two hundred amperes to one thousand amperes in rating, each.....**\$61.80**
 For services over six hundred volts or over one thousand amperes in rating, each.....**\$124.60**

Note: This fee is not applicable when a fee is paid for one or more services, outlets, fixtures, appliances, power apparatus, bus ways, signs or other equipment.

11. **Option to Permitting Commercial Work under \$100.00 Per Job Cost.** As an option to individual permits for work \$100.00 or under, total electrical job cost, a licensed electrical contractor may purchase an annual permit to cover all jobs of this description for the calendar year. The cost of this permit shall be**\$333.70**

Other Inspections and Fees:

12. Inspections outside of normal business hours (minimum charge – two hours)**Actual Cost to the Jurisdiction**
13. ****Reinspections:** A reinspection fee may be assessed for each inspection or reinspection when such portion of work for which inspection is called is not complete or when corrections called for are not made (minimum charge – one half hour).....**\$51.00/hr**
14. Inspections for which no fee is specifically indicated.....(minimum charge – one half hour).....**\$51.00/hr**
15. Additional plan review required by changes, additions or revisions to approve plans (minimum charge - one half hour).....**\$51.00/hr**

* Includes a maximum of three (3) inspections.

** This provision is not to be interpreted as requiring reinspection fees the first time a job is rejected for failure to comply with the requirements of this code, but as controlling the practice of calling for inspections before the job is ready for such inspection or reinspection.

PLUMBING PERMIT FEES

Permit Issuance

- 1. For the issuance of each plumbing permit..... **\$28.00**

Unit Fee Schedule

(Note: The following do not include permit-issuing fee.)

- 1. Fixtures and Vents**
 - For each plumbing fixture or trap or set of fixtures on one trap **10.30**
 - For repair of alteration of drainage or vent piping, each fixture..... **6.20**
- 2. Water Service**
 - For repair, replacement or new (1only)..... **22.70**
 - Utility stubs---2 or more water services ----9.00 ea. plus 25.00 per trip.....
 - If included in plumbing/gas permit **10.30**
 - For each industrial waste pretreatment interceptor including its trap and vent, excepting kitchen-type grease interceptors functioning as fixture traps..... **20.60**
 - Rainwater systems—per drain (inside building)..... **10.30**
- 3. Water Piping and Water Heaters**
 - For installation, alteration, or repair of water piping or water-treating equipment or both, each..... **6.20**
 - For each water heater. **13.40**
- 4. Lawn Sprinklers, Vacuum Breakers and Backflow Protection Devices**
 - For each lawn sprinkler system on any one meter, including backflow protection devices therefore..... **15.50**
 - For atmospheric-type vacuum breakers or backflow protection devices not included in Item 1:
 - 1 to 5 devices..... **13.40**
 - Over 5 devices, each..... **3.60**
 - For each backflow protective device other than atmospheric-type vacuum breakers:
 - 2 inches (50.8mm) and smaller..... **12.40**
 - Over 2 inches..... **24.70**
- 5. Swimming Pools**
 - For each swimming pool or spa:
 - Public pool..... **91.70**
 - Public spa..... **61.80**
 - Private pool..... **61.80**
 - Private spa..... **30.90**
- 6. Miscellaneous**
 - For each appliance or piece of equipment regulated by the Plumbing Code but not classed in other appliance categories, or which no other fee is listed..... **10.30**

Other Inspections and Fees:

- 1. Inspections outside of normal business hours, per hour (minimum charge—two hours) **Actual cost to jurisdiction**
- 2. ** Re-inspection fees may be assessed for each inspection or reinspection when such portion of work for which inspection is called is not complete or when corrections called for are not made. Minimum charge – ½ hour..... **51.00/hr**
- 3. Inspections for which no fee is specifically indicated, per hour (minimum charge—1/2 hour)..... **51.00/hr**
- 4. Additional plan review required by changes, additions, or revisions to plans for which an initial review has been completed (minimum charge—1/2 hour)..... **51.00/hr**

**This provision is not to be interpreted as requiring reinspection fee the first time a job is rejected for failure to comply with the requirements of this code, but as controlling the practice of calling for inspections before the job is ready for such inspection or reinspection.

Effective date March 1, 2008

MECHANICAL PERMIT FEES

Permit Issuance

1. For the issuance of each mechanical permit..... **\$28.00**

Unit Fee Schedule

(Note: The following do not include permit-issuing fee.)

1. Furnaces

For the installation or relocation of each forced-air of gravity-type furnace or burner, including ducts and vents attached to such appliance, up to and including 100,000 Btu/h (29.3kW)..... **15.50**

For the installation or relocation of each forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance over 100,000 Btu/h (29.3 kW)..... **18.50**

For the installation or relocation of each floor furnace, including vent..... **15.50**

For the installation or relocation of each suspended heater, recessed wall heater or floor-mounted unit heater **15.50**

2. Gas Piping Systems

For each outlet..... **5.70**

3. Mobile/Manufactured Home hookup..... **15.50**

4. Appliance Vents

For the installation, relocation, or replacement of each appliance vent installed and not included in an appliance permit..... **8.20**

5. Repairs of Additions

For the repair of, alteration of, or addition to each heating appliance, refrigeration unit, cooling unit, absorption unit, or each heating, cooling, absorption or evaporative cooling system, including installation of controls regulated by the Mechanical Code..... **14.40**

6. Boilers, Compressors and Absorption Systems

For the installation or relocation of each boiler or compressor to and including three horsepower (10.6kW), or each absorption system to and including 100,000 Btu/h (29.3kW)..... **15.50**

For the installation or relocation of each boiler or compressor over three horsepower (10.6 kW) To and including 15 horsepower (52.7kW), or each absorption system over 100,000 Btu/h (29.3kW) to and including 500,000 Btu/h (146.6kW)..... **27.80**

For the installation or relocation of relocation of each boiler or compressor over 15 horsepower (52.7kW) to and including 1,000,000 Btu/h (293.1kW)..... **38.10**

For the installation or relocation of each boiler or compressor over 30 horsepower (105.5 kW) To and including 50 horsepower (176 kW), or each absorption system over 1,000,000 Btu/h (293.1 kW) to and including 1,750,000 Btu/h (512.9kW)..... **55.60**

For the installation or relocation of each boiler or compressor over 50 horsepower (176 kW), or each absorption system over 1,750,000 Btu/h (512.9kW)..... **92.70**

7. Air Handlers

For each air-handling unit to and including 10,000 cubic feet per minute (cfm) (4719L/s), including ducts attached thereto..... **11.30**

Note: This fee shall not apply to an air-handling unit which is a portion of a factory-assembled appliance, cooling unit, evaporative cooler or absorption unit for which a permit is required elsewhere in the Mechanical Code.

For each air-handling unit over 10,000 cfm. (4719L/s)..... **18.50**

8. Evaporative Coolers

For each evaporative cooler other than portable type..... **11.30**

9. Ventilation and Exhaust

For each ventilation fan connected to a single duct..... **8.20**

For each ventilation system which is not a portion of any heating or air-conditioning system authorized by a permit..... **11.30**

For the installation of each Type I commercial kitchen hood..... **51.00**

For the installation of each Type II commercial kitchen hood..... **11.30**

10. Incinerators

For the installation or relocation of each domestic-type incinerator..... **18.50**

For the installation or relocation of each commercial or industrial-type incinerator..... **74.20**

11. Miscellaneous

For each appliance or piece of equipment regulated by the Mechanical Code but not classed in other Appliance categories, or for which no other fee is listed..... **11.30**

Other Inspection and Fees:

1. Inspections outside of normal business hours, per hour (minimum charge—two hours)..... **Actual cost of jurisdiction**

2. ** Re inspection fee may be assessed for each inspection of reinspection when such portion of work for which inspection is called is not complete or when corrections called for are not made. Minimum charge – one-half hour..... **51.00/hr**

3. Inspections for which no fee is specifically indicated, per hour (minimum charge—one-half hour).. **51.00/hr**

4. Additional plan review required by changes, additions, or revisions to plans for which an initial review has been completed (minimum charge—one-half hour)..... **51.00/hr**

**This provision is not to be interpreted as requiring reinspection fees the first time a job is rejected for failure to comply with the requirements of this code, but as controlling the practice of calling for inspections before the job is ready for such inspection or reinspection.

AGENDA REPORT

DATE December 18, 2007

ITEM PAYOFF OF SHORT TERM CONSTRUCTION LOAN TO GREAT FALLS PORT AUTHORITY IN AN AMOUNT OF \$382,392.05 RELATED TO THE FINAL PHASE OF CENTENE FACILITY CONSTRUCTION

INITIATED BY GREAT FALLS PORT AUTHORITY

ACTION REQUESTED NONE

PRESENTED BY COLEEN BALZARINI, FISCAL SERVICES DIRECTOR

- - - - -

RECOMMENDATION:
NONE

MOTION:
NONE

SYNOPSIS:
We have received repayment of the short term construction loan to Great Falls Port Authority approved by the City Commission on September 18, 2007. We received \$382,392.05 in principal and \$5,573.50 in interest.

BACKGROUND:
Great Falls Port Authority approached the City to consider providing a short term construction loan for the final phase of Centene facility construction and improvements. A local bank had offered to provide this funding but would require an origination fee between \$2,500 and \$3,000. Cash was available from the economic development funds of the City. The annualized interest rate of 7% was charged on the loan. The source of repayment of the short term loan was a previously approved Montana Board of Investment "take-out" loan.

A G E N D A R E P O R T

DATE December 18, 2007

ITEM Great Falls Public Schools and Montana String Teachers Association – BARRAGE

INITIATED BY Gordon J. Johnson, Music Director and Conductor of the Great Falls Symphony, and Edward Varner, Supervisor of Music Education at Great Falls Public Schools

ACTION REQUESTED Co-Sponsor the Barrage on January 9, 2008

PRESENTED BY Lisa Kunz, City Clerk

- - - - -

RECOMMENDATION: The Great Falls Public Schools and Montana String Teachers Association request that the City co-sponsor the BARRAGE on January 9, 2008, by foregoing the rental rates of the theatre. However, to be consistent with City policy, staff recommends a reduction in their Civic Center Theater rental rate fee in an amount up to \$500.

MOTION: I move the City Commission to approve the request that the City co-sponsor the Great Falls Public Schools and Montana String Teachers Association – BARRAGE on January 9, 2008, by contributing up to \$500 for the use of the Civic Center Theater from the General Fund.

SYNOPSIS: In a letter dated October 1, 2007, Gordon J. Johnson, Music Director and Conductor for the Great Falls Symphony, and Edward Varner, Supervisor of Music Education for the Great Falls Public School system, announced that the BARRAGE’s fall tour includes a concert scheduled to be held in the Civic Center on February 9, 2008.

The ensemble’s concerts include dance, fiddling and numerous other innovative effects to present string playing as fun and rewarding. The BARRAGE has gained international acclaim for their imaginative performances.

To support the intention behind presenting this concert to inspire those many string players who are participating in area school orchestras and the Great Falls Youth Orchestra, Great Falls Public Schools has requested the City partner with them by donating the use of the facility. The rental charge of the theatre would be 8% of the gross ticket sales.

Due to the number of similar requests each year, the following guiding principals have been established for the City to contribute an amount up to \$500:

- Requests should only be accepted from non-profit, public service organizations; and
- Requests will be granted only where the City Commission or another City agency finds a public purpose in co-sponsoring an event; and

- Requests will be considered when the event is to serve the public rather than to raise funds; and
- The event is free to the public; and
- The event benefits the youth of the community.

This request meets all of the above-referenced requirements, except that the event is not free to the public. However, due to the BARRAGE's routing schedule, this is a rare opportunity that a Great Falls audience of all ages will find very enjoyable and rewarding. Further, the fee for the performance/masterclass is five thousand dollars. The ticket prices have been set so that no one who wants to be a part of this special experience would be excluded. Should there be any profit from the event it would be used to further string instruction in Great Falls through scholarships and educational opportunities.

AGENDA REPORT

DATE December 18, 2007

ITEM: APPROVE RIGHT-OF-WAY AGREEMENT FOR BNSF/MDT OVERLOOK DRIVE, O.F. 1307

INITIATED BY: PUBLIC WORKS DEPARTMENT/ENGINEERING DIVISION

ACTION REQUESTED: APPROVE AGREEMENTS

PRESENTED BY: JIM REARDEN, PUBLIC WORKS DIRECTOR

RECOMMENDATION: Staff recommends that the right-of-way agreement with the Montana Department of Transportation (MDT) for Overlook Drive be approved.

MOTION: "I move the City Commission approve the Right-of-Way Agreement with the Montana Department of Transportation that secures right-of-way from the City of Great Falls for the reconstruction of Overlook Drive, O.F. 1307 and authorize the City Manager to execute the documents."

SYNOPSIS: As part of a coordinated effort with the City of Great Falls, MDT plans to reconstruct Overlook Drive and portions of Upper and Lower River Road. The right-of-way agreement compensates the City for the parcels of land needed by MDT for construction of the project.

BACKGROUND: For the reconstruction project to proceed MDT must acquire the right-of-way and/or obtain construction permits for seven parcels of City property. The agreement includes acquisition of approximately two acres of bare land under or adjacent to Overlook Drive for \$272,509. MDT is also purchasing approximately 2.76 acres of land that is presently under easement for \$17,611. The agreement also compensates the City \$266,070 for replacement of improvements (trees, fencing, sod, and irrigation) that will be disturbed by construction. Additional compensation is included for temporary construction permits (\$25,575) and for relocation of 19 trees (\$7,135).

The total compensation amounts to \$588,900.00. This money will be applied to the City's project costs which include the pedestrian underpass for River's Edge Trail and restoration of the improvements. The project is scheduled for construction in 2008.

CITY OF GREAT FALLS, MONTANA
A G E N D A R E P O R T

AGENDA # 19
DATE Dec 18 2007

Item: Purchase of RecTrac and WebTrac

Initiated By: Information Technology and Park and Recreation

Action Requested: Authorize Purchase

Prepared By: Jon Legan, IT Operations Manager

Presented By: Coleen Balzarini, Fiscal Services Director

RECOMMENDATIONS:

Staff recommends that the City Commission authorize the purchase of RecTrac and WebTrac. Vermont Systems is a sole source provider (the only known like vendor who will link to our Sungard HTE business software and integrate with existing GolfTrac). The purchase will include Park and Recreation management software, Point of Sale, hardware, training expenses, maintenance and shipping. The total cost is quoted at \$63,390 (see itemized attachment). This amount might vary slightly if actual purchases are modified during the implementation phase to better accommodate actual operational needs.

MOTIONS:

I move that the City Commission authorize the purchase of RecTrac and WebTrac by Vermont Systems.

SYNOPSIS:

RecTrac will give us the tools to more effectively manage recreation programs and activities. The software will allow employees to manage Activity Registrations, Facility Reservations and League Scheduling. These new POS (Point of Sale) systems will be used at the Parks and Recreation main office, Community Recreation Center, Mitchell Pool and the Natatorium Pool. The systems would also provide a number of benefits including assistance in controls, information, budgeting, reconciliation and marketing. Webtrac will give the public the ability to book golf tee times, make room reservations at various City facilities or register softball leagues online.

BACKGROUND:

In February of 2006 we purchased Phase I (GolfTrac) from Vermont Systems with the intent of adding RecTrac and WebTrac (Phase II) in the future. Staff had spent significant time researching software vendors who offered a software suite that would give the entire Parks and Recreation department the tools to more effectively do their jobs.

After numerous discussions, demos and conference calls, Staff has decided to implement Phase II (RecTrac and WebTrac). The entire project will be completed by the opening of Mitchell pool in 08.



Summary Pricing
Great Falls MT Park & Recreation Dept

Prepared for: Jon Legan, IT Director, Great Falls, MT
 Email: jlegan@ci.great-falls.mt.us
 By: Bob Willey

Updated: 12/6/2007
 Phone: 406-455-8483
 Date: 10/3/2007

Quote #	Description	License Price	Annual Maintenance	Training & Est. Travel Expenses	Hardware Prices	Estimated Shipping	Total Price
	Phase 1 - Currently Installed GolfTrac & Progress Software, Embedded Progress Database, Pass Mgmt, POS Inventory/Tickets, Golf POS, (2) Courses, (5) Concurrent User Workstations, VSI & HTE CR/GMBA Interfaces RecTrac Integrated Pass Mgmt Photo ID Card System Software, (3) Cameras, (3) Photo ID Card Printers, Initial Supplies. Direct IP Credit & Debit Card Interfaces - Lynk Systems POS Touch Screens & Peripherals - currently installed (6) Receipt Printers, (2) Boxes Paper, (6) Dumb Cash Drawers, (4) Touch Screens w/Magstripe Readers, (4) Tabletop Customer Displays, (2) Bar Code Laser Scanners (Inventory Labels), (2) Omni Directional Bar Code Image Scanners						
	Phase 2 - Add RecTrac Software Modules & Hardware						
1	RecTrac & Progress software to include (7) Modules in the same database - add Activity Registrations, Facility Reservations, League Scheduling, & Locker Rentals (17) Additional Users, (10) Days Onsite Training w/Travel Expenses	\$14,760.00	\$2,400.00	\$12,250.00			\$29,410.00
2	POS Touch Screens & Peripherals (7) Receipt Printers, (2) Boxes Paper, (7) Dumb Cash Drawers, (8) 17" Touch Screen Monitors (No MSR), (7) Omni Directional Bar Code Image Scanners, (8) Magstripe Readers, (2) Orbit AF Digital Cameras, (2) P330i Photo ID Card Printers				\$16,938.00	\$499.00	\$17,437.00
3	WebTrac & Progress Software, (5) Modules, (25) Additional RecTrac Users, Web Style Customization Service, Customized Web Brochure Service, 3-Days Installation, Training, Travel Exp.	\$10,390.00	\$1,878.00	\$1,875.00	\$2,400.00		\$16,543.00
	Total Phase 2	\$25,150.00	\$4,278.00	\$14,125.00	\$19,338.00	\$499.00	\$63,390.00

AGENDA REPORT

DATE December 18, 2007

ITEM: 2007 FUNDING AGREEMENT WITH THE MONTANA
DEPARTMENT OF TRANSPORTATION FOR AIR
QUALITY EQUIPMENT

INITIATED BY: PUBLIC WORKS DEPARTMENT

ACTION REQUESTED: AWARD AGREEMENT

PRESENTED BY: JIM REARDEN, PUBLIC WORKS DIRECTOR

RECOMMENDATION:

Staff recommends approval of the attached Funding Agreement for 2007 Air Quality Equipment with the Montana Department of Transportation.

MOTION:

I move that the City Commission approve the Funding Agreement for 2007 Air Quality Equipment with the Montana Department of Transportation and authorize the City Manager to sign the agreement.

SYNOPSIS:

The attached agreement sets forth the terms and conditions for the Montana Department of Transportation (MDT) to purchase, and then transfer title of one street vacuum sweeper to the City of Great Falls. The total cost of the street cleaning equipment is \$172,739.28 of which 86.58% or \$149,557.67 will be provided through the Montana Air & Congestion Initiative (MACI) Program. The remaining 13.42% or \$23,181.61 is the required local match which will be funded through the City's Street Maintenance District budget.

BACKGROUND:

MDT utilizing MACI discretionary funds conducted the 2007 Statewide Air Quality Equipment Project. Past funding for this project was limited to only those areas designated by the Environmental Protection Agency (EPA) as "non-attainment" for the pollutant PM-10. However, in a pro-active approach to improving air quality MDT has also allowed areas identified by the Montana Department of Environmental Quality (DEQ) as "at risk" for non-attainment to participate in the program. Great Falls, along with several other Montana communities, was identified as "at risk" for non-attainment for the PM-10 pollutant. City staff successfully applied for MACI funding to purchase air quality equipment under the project. Funds for the required 13.42%, \$23,181.61 local match are provided for in the FY 08 Street Maintenance District ERS.

A G E N D A R E P O R T

DATE December 18, 2007

ITEM: INTERLOCAL AGREEMENT FOR MPDES STORM WATER PERMIT – O.F. 1361

INITIATED BY: PUBLIC WORKS DEPARTMENT/ENGINEERING DIVISION

ACTION REQUESTED: APPROVE AGREEMENT

PRESENTED BY: JIM REARDEN, PUBLIC WORKS DIRECTOR

RECOMMENDATION: Staff recommends that the attached Interlocal Agreement between the City of Great Falls (City), Cascade County (County), and the Montana Department of Transportation (MDT) be approved.

MOTION: "I move the City Commission approve the Interlocal Agreement between the City of Great Falls, Cascade County, and the Montana Department of Transportation for the MPDES Storm Water Permit and authorize the City Manager to execute the documents."

SYNOPSIS: In 1999, the United States Environmental Protection Agency promulgated rules establishing Phase II of the National Pollutant Discharge Elimination System (NPDES) storm water program. The Phase II program for municipal separate storm sewer systems (MS4s) required owner/operators of small systems (generally served by populations between 50,000 to 100,000) to implement a storm management program as a means to control polluted discharges from the MS4. The Montana Department of Environmental Quality (MDEQ) was given primacy to implement and enforce the federal storm water discharge regulations and references its program as the Montana Pollutant Discharge Elimination System (MPDES).

In 2002, the MDEQ notified the City, County, MDT, and Malmstrom AFB that they are charged with the responsibility to apply for a storm water discharge permit, either together or separately, by March 10, 2003, and to develop a plan or plans over the 5-year term of the permit for implementing and enforcing a Storm Water Program for the Great Falls Urbanized Area.

The City, County, and MDT decided that combining efforts and resources was the most economical approach to meeting the extensive requirements of the MPDES Storm Water Permit and subsequently agreed to form a partnership and apply for a MPDES Storm Water Permit as co-permittees. Malmstrom AFB decided to apply for the permit separately. On July 18, 2006, the MDEQ granted the City, County, and MDT authorization to discharge under a General Permit for Storm Water Discharge Associated with MS4s.

The purpose of the Interlocal Agreement is to delineate the responsibilities of the City, County and

MDT for development, implementation, and financing of the Storm Water Management Program and other requirements of the MPDES Permit.

BACKGROUND: EPA's Storm Water Phase II Rule established an MS4 storm water management program that is intended to improve the Nation's waterways by reducing the quantity of pollutants that storm water picks up and carries into the storm sewer systems during storm events. Common pollutants include oil and grease from roadways, pesticides from lawns, sediment from construction sites and street sanding, and carelessly discarded trash.

The MPDES Phase II Storm Water Permit requirements generally include reducing the discharge of pollutants to the maximum extent practicable, protection of water quality and satisfying requirements of the Federal Clean Water Act. Implementation of the maximum extent practical requirement requires the development and implementation of best management practices and the achievement of measurable goals to satisfy six requirements of the MPDES permits termed "minimum control measures". The six minimum control measures include: 1) Public Education and Outreach, 2) Public Participation, 3) Illicit Discharge Detection and Elimination, 4) Construction Site Runoff Control, 5) Post-Construction Runoff Control, and 6) Pollution Prevention/Good Housekeeping. Furthermore, the MDEQ has added additional terms and conditions to the federal permit requirements, one which is storm water monitoring. The monitoring requirement includes semi-annual sampling, testing, and reporting for ten potential pollutants from runoff discharges to the river at two different storm drain outfall locations.

The owner/operators of the regulated small MS4's must fully implement their storm water management programs by the end of the first 5-year permit term. The term of the City/County/MDT permit began January 1, 2005 and runs through December 31, 2009.

The Interlocal Agreement includes provisions for permit application writing, processing, and fees; administration and development of the permit and storm water management program; cost sharing of permit fees and other storm water management program costs; ownership, operation and control of the storm water infrastructure; and the term and termination of the agreement. The term of the Interlocal Agreement is the same as the MPDES Permit unless otherwise terminated before the expiration of the agreement by mutual written consent of all parties.

Attachment: Interlocal Agreement for MPDES Small Project Storm Drain Agreement
(Not available online; on file in City Clerk's Office.)

A G E N D A R E P O R T

DATE December 18, 2007

ITEM: FINAL PAYMENT: SCHEDULE TWO OF THE MEDICAL TECHNOLOGY PARK,
LOT 3, UTILITY AND STREET IMPROVEMENTS, O.F. 1417.1

INITIATED BY: PUBLIC WORKS DEPARTMENT / ENGINEERING DIVISION

ACTION REQUESTED: APPROVE FINAL PAYMENT

PRESENTED BY: JIM REARDEN, PUBLIC WORKS DIRECTOR

RECOMMENDATION: Staff recommends approval of Final Payment to United Materials of Great Falls Inc. and the State Miscellaneous Tax Division for Schedule Two of the Medical Technology Park, Lot 3, Utility and Street Improvements, O.F. 1417.1.

MOTION: "I move the City Commission approve final payments of \$23,255.08 to United Materials of Great Falls, Inc. and \$234.90 to the State Miscellaneous Tax Division for Schedule Two of the Medical Technology Park, Lot 3, Utility and Street Improvements, O.F. 1417.1, and authorize the City Manager to execute the necessary documents approving the payments."

SYNOPSIS: United Materials of Great Falls, Inc. completed all contracted work and the City Engineering staff recommends acceptance of the project, and execution of the Final Payment. United Materials advertised in the Great Falls Tribune certifying that all contracted labor and materials have been paid to date.

BACKGROUND: The City was contacted by several parties interested in locating their business to a portion of City land which was purchased in conjunction with the Centene project. The ten acres has been subdivided into eight parcels along 21st Avenue South.

This project was bid as a "unit bid" contract under two schedules of work. Two contracts were awarded based on the low bid for each schedule. Shumaker Trucking and Excavating Contractors Inc. was the low bidder for Schedule One.

The Commission approved the original contract for \$460,850.00 on September 19, 2006. The final contract price was \$452,699.60, which is \$8,150.40 less than the total amount approved. The project was funded by loans from the water, sanitary sewer, storm drain, and central garage funds.

City engineering staff completed engineering design, performed construction inspection, and administered the contract. The two-year warranty period began on July 1, 2007 when the project was substantially complete.

Attachment: Claim and Pay Estimate #5 (Final) (Not available online; on file in City Clerk's Office.)

AGENDA REPORT

DATE December 18, 2007

ITEM: FINAL PAYMENT – MILWAUKEE R.O.W. STORM DRAINAGE IMPROVEMENTS – PHASE II, O. F. 1246.1

INITIATED BY: PUBLIC WORKS DEPARTMENT/ENGINEERING DIVISION

ACTION REQUESTED: APPROVE FINAL PAY REQUEST

PRESENTED BY: JIM REARDEN, PUBLIC WORKS DIRECTOR

RECOMMENDATION: Staff recommends approval of Final Payment to Phillips Construction LLC (Phillips) and the State Miscellaneous Tax Fund for the Milwaukee R.O.W. Storm Drainage Improvements – Phase II, O. F. 1246.1.

MOTION: "I move the City Commission approve Final Payment for the Milwaukee R.O.W. Storm Drainage Improvements – Phase II, O. F. 1246.1 in the amount of \$2,277.29 to Phillips Construction, and \$23.00 to the State Miscellaneous Tax Fund and authorize the City Manager to make the payments."

SYNOPSIS: The City Commission awarded a contract on August 7, 2007 in the amount of \$48,321.00 for the Milwaukee R.O.W. Storm Drainage Improvements – Phase II, O. F. 1246.1.

City staff has verified that Phillips has completed all work and punch list items in accordance with the plans and contract. The City can accept the project and execute the Final Payment. The final project cost is \$46,005.75, which is \$2,315.25 under the amount awarded and approved. Lack of miscellaneous work items contributed to the lower final contract amount. The project was completed within the contract time.

BACKGROUND: A segment of a former railroad spur line originally owned by the Chicago, Milwaukee and St. Paul Railroad (referred to as Milwaukee R.O.W.) located south of the Eagle Falls Golf Course/Legion Ball Park between 25th and 38th Streets North, is situated in a low lying area that collects storm water runoff from adjacent residential and industrial areas. Poor drainage along the segment of right-of-way has resulted in ponding, stagnant water and wet conditions, which have generated complaints about mosquitoes from the public in recent years.

Burlington Northern Santa Fe Railroad (BNSF) stopped using the tracks from 27th Street eastward in the late 1990's and decided to abandon and sell the property. The City subsequently purchased the right-of-way for the purpose of maintaining a corridor for existing and future utilities and other purposes. The purchase also afforded the City the opportunity to address storm water drainage problems further east. The City Commission approved purchase of the railroad right-of-way from BNSF in 2002.

Phase 1 of the Milwaukee R.O.W. Storm Drainage Improvements, constructed in 2003, connected to an abandoned sanitary sewer main that was converted into a storm drain located in the same railroad right-of-way. Phase 1 connected to the newly converted storm drain, which terminated at 34th Street, and extended the storm drain another 950 feet east to 36th Street.

This part of the project, Phase 2, installed 879 feet of new 18 inch diameter PVC storm sewer main and two new manholes in the former Milwaukee railroad right-of-way located between 36th and 38th Streets North. Phase 2 will allow for the collection of storm water from the industrial area and the continuing railroad right-of-way on the east side of 38th Street as well as storm water from Fairway Drive and 38th Street North.

City Engineering Staff completed the project design, prepared plan and contract documents, and performed construction engineering, inspection and administration.

Attachments: Application for Payment No. Two and Final (Not available online; on file in City Clerk's Office.)

CITY OF GREAT FALLS, MONTANA

AGENDA # 24

AGENDA REPORT

DATE December 18, 2007

ITEM: SIX NEW 2008 POLICE PURSUIT VEHICLES

INITIATED BY: PUBLIC WORKS DEPARTMENT

ACTION REQUESTED: AWARD BID

PRESENTED BY: JIM REARDEN, PUBLIC WORKS DIRECTOR

RECOMMENDATION:

Staff recommends that the City Commission award the bid for six new 2008 police pursuit vehicles to City Motor Company of Great Falls for \$120,259.00

MOTION:

I move that the City Commission award the bid for six new 2008 police pursuit vehicles to City Motor Company of Great Falls for \$120,259.00

SYNOPSIS:

The specifications were advertised three times in the Great Falls Tribune, placed on the City of Great Falls website, and mailed to six prospective bidders. The bids were opened on December 5, 2007 with two bidders responding. Staff recommends accepting the low bid submitted by City Motor Company of Great Falls. Costs compared to last years purchase of six police pursuit vehicles increased \$292.00 per vehicle or 1.478%.

BACKGROUND:

These units will be used by the Police Department. Funds for their purchase are provided in the FY 2008 Central Garage Budget.

**POLICE PURSUIT VEHICLES
BIDDERS LIST**

City Motor Company
P.O. Box 6727
Great Falls MT 59406

Bison Motors
500 10th Ave. South
Great Falls MT 59405

Bennett Pontiac GMC Subaru
#26 9th Street South
Great Falls MT 59405

Pierce's Superstores
2720 10th Ave. S.
Great Falls MT 59406

Lithia Chrysler
4025 10th Ave. S.
Great Falls MT 59405

Ronan Auto Body & Sales
Box T
Ronan MT 59864

AGENDA REPORT

DATE December 18, 2007

ITEM Reappointments, Great Falls Planning Advisory Board

INITIATED BY City Commission

ACTION REQUESTED Reappoint Three Members

PRESENTED BY City Commission

RECOMMENDATION: It is recommended that the City Commission reappoint Danna Duffy, Joseph Schaffer, and Terry Hilgendorf to the Great Falls Planning Advisory Board for three-year terms through December 31, 2010.

MOTION: I move the Commission reappoint Danna Duffy, Joseph Schaffer, and Terry Hilgendorf to the Great Falls Planning Advisory Board for three-year terms through December 31, 2010.

SYNOPSIS: The terms of Danna Duffy, Joseph Schafer, and Terry Hilgendorf expire on December 31, 2007. All three members are eligible for and interested in reappointment. Planning Board member Bill Bronson was elected to the Great Falls City Commission in the November 2007 election. Therefore, Mr. Bronson has resigned from the Board and it is necessary to appoint one member to fill the remainder of his term. The City is currently advertising for this opening.

BACKGROUND: The Great Falls Planning Advisory Board was created in lieu of the Great Falls City-County Planning Board. Further, the advisory board has jurisdiction within the City limits; consists of nine citizen members appointed by the City Commission; and, performs and provides the duties, services and functions specified in Ordinance No. 2913, generally involving growth policies, subdivision applications and plats, annexation applications, zoning and rezoning petitions, conditional use permits, long range planning, transportation planning, Community Transportation Enhancement Program administration, historic preservation services, etc. Members must reside within the city limits.

Current members of the Great Falls Planning Advisory Board include:

- Gregory D. Madson (term through December 31, 2008)
- Arthur E. Bundtrock (term through December 31, 2008)
- John Harding (term through December 31, 2009)
- William Roberts (term through December 31, 2009)
- Ron Kinder (term through December 31, 2009)