



City Commission Agenda

for

December 4, 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

PROCLAMATION

University of Great Falls Day

NEIGHBORHOOD COUNCILS

1. Appointments, Neighborhood Council #1 and Council #4. Action: Appoint one member to Neighborhood District No. 1 and one member to Neighborhood District No. 4 for two-year terms effective January 1, 2008.
2. Miscellaneous reports and announcements.

PUBLIC HEARINGS

3. Amended Plat of Lot 2A, Block 1, Sand Hills Park Addition and Blocks 40 and 45, Replat of Lincoln Heights Addition. **(Presented by: Ben Rangel)**
 - A. Res. 9718, Annexes said property. Action: Conduct joint public hearing and adopt or deny Res. 9718.
 - B. Res. 9719, Vacates 16th Alley South. Action: Conduct joint public hearing and adopt or deny Res. 9719.
 - C. Ord. 2994, Assigns zoning classification of R-5 Multi-family residential medium density district to Lots 2A-1 and 2A-2 and POS Parks and open space district to the unincorporated portion of Lot 2A-3. Action: Conduct joint public hearing and adopt or deny Ord. 2994.
4. Res. 9709, Conditional Use Permit for a Telecommunication Facility at 117 9th Street North. Allows a cell tower to be placed on the roof of the building at 117 9th Street North. Action: Conduct public hearing and adopt or deny Res. 9709. **(Presented by: Ben Rangel)**
5. Ord. 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. Action: Conduct public hearing and adopt or deny Ord. 2996. **(Presented by: Coleen Balzarini)**

6. Community Development Block Grant and HOME Grant/Consolidated Plan Community Needs. Action: Conduct public hearing. **(Presented by: Chris Imhoff)**
7. Sale of City-Owned Land located at the southeast corner of the intersection of 9th Street North and 10th Avenue North. Action: Conduct public hearing and approve or deny sale. (Requires four-fifths vote) **(Presented by: Mike Rattray)**

OLD BUSINESS

NEW BUSINESS

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. Action: Approve or deny location. **(Presented by: Marty Basta)**

ORDINANCES/RESOLUTIONS

9. Segment of Burlington Northern and Santa Fe Railroad Right-of-Way Along 14th Street Southwest. **(Presented by: Ben Rangel)**
 - A. Res. 9714, Intent to Annex said property. Action: Adopt Res. 9714 and set public hearing for January 8, 2008.
 - B. Ord. 2995, Establish zoning classification of C-2 General Commercial District to the unincorporated segment of BNSF right-of-way. Action: Accept Ord. 2995 on first reading and set public hearing for January 8, 2008.
10. Ord. 2993, Amending OCCGF Title 5.3.7.720 Emergency Medical Services Licenses and Create OCCGF 8.9 Emergency Medical Services. Action: Accept Ord. 2993 on first reading and set public hearing for December 18, 2007. **(Presented by: Randy McCamley)**

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.*

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 \$5000, 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.
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.
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.

19. Approve the Memorandum of Understanding with Cascade County Physical Activity Council dba Get Fit Great Falls.
20. Approve the revised site plan for Rivershore Mobile Home Park at 3308 Lower River Road.

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

BOARDS & COMMISSIONS

21. Miscellaneous reports and announcements.

CITY MANAGER

22. Miscellaneous reports and announcements.

CITY COMMISSION

23. Miscellaneous reports and announcements.

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

24. Miscellaneous reports and announcements.

MOTION TO ADJOURN

CITY OF GREAT FALLS, MONTANA

AGENDA # 1

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

DATE December 4, 2007

ITEM Neighborhood Council Member Appointment– Districts 1 and 4

INITIATED BY Patty Cadwell, Neighborhood Council Coordinator

ACTION REQUESTED Conduct Drawing and Make Appointments

PRESENTED BY Lisa Kunz, City Clerk

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RECOMMENDATION: It is recommended that the City Commission conduct a drawing of the neighborhood council #1 and #4 tie vote candidates and then make appointments to Neighborhood Council – Districts 1 and 4.

MOTION: After conducting the drawing, I move the City Commission to appoint _____ to Neighborhood District No. 1 and _____ to Neighborhood District No. 4 for two year terms 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 District No. 1, 11 write-in individuals tied for the fifth seat on that council. In the case of Neighborhood District No. 4, six 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.

The City Attorney recommends the City Commission hold a fair and impartial drawing of the tie vote candidates to select the fifth members of Neighborhood Council - Districts 1 and 4.

AGENDA REPORT

DATE December 4, 2007

ITEM Public Hearing - Resolution 9718 to Annex, Resolution 9719 to Vacate 16th Alley South, and Ordinance 2994 to Establish City Zoning, all pertaining to the Amended Plat of Lot 2A, Block 1, Sand Hills Park Addition and Blocks 40 and 45, Replat of Lincoln Heights Addition

INITIATED BY 1st Liberty Federal Credit Union and the City of Great Falls

ACTION REQUESTED Commission Adopt Resolutions 9718 and 9719, and Ordinance 2994 and Approve the Amended Plat of Lot 2A, Block 1, Sand Hills Park Addition and Blocks 40 and 45, Replat of Lincoln Heights Addition and accompanying Findings of Fact and Annexation Agreement

PREPARED BY Bill Walters, Senior Planner

APPROVED & PRESENTED BY Benjamin Rangel, Planning Director

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RECOMMENDATION:

The City Planning Board has recommended the City Commission annex the unincorporated area contained in the Amended Plat of Lot 2A, Block 1, Sand Hills Addition and Blocks 40 and 45, Replat of Lincoln Heights Addition, and the City Zoning Commission has recommended the City Commission approve establishing a City zoning classification of R-5 Multi-family residential medium density district on Lots 2A-1 and 2A-2 and POS Parks and open space district on the unincorporated portion of Lot 2A-3 of said Amended Plat, upon annexation to the City.

MOTIONS (Each motion to be separately considered):

“I move 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.”

and

“I move the City Commission adopt Ordinance 2994.”

SYNOPSIS:

Resolution 9718 annexes the unincorporated area contained in the Amended Plat of Lot 2A, Block 1, Sand Hills Addition and Blocks 40 and 45, Replat of Lincoln Heights Addition. Resolution 9719 vacates 16th Alley South between 23rd Street South and the projected southerly extension of the east right-of-way of 24th Street South. Ordinance 2994 assigns a zoning classification of R-5 Multi-family residential medium density district to Lots 2A-1 and 2A-2 and POS Parks and open space district to the unincorporated portion of Lot 2A-3 of said Amended Plat, upon annexation to the City. The Annexation Agreement is with 1st Liberty Federal Credit Union which owns Lot 2A-1 in the Amended Plat.

BACKGROUND:

1st Liberty Federal Credit Union and the City of Great Falls have submitted applications regarding the following:

- 1) Amended Plat of Lot 2A, Block 1 of An Amended Plat of Lot 2, Block 1, Sand Hills Park Addition; and of Blocks 40 and 45, and Vacated Portions of 24th Street South, Monroe Avenue, 16th Alley South and 17th Alley South, Replat of Lincoln Heights Addition, located in the SE1/4NE1/4 of Section 18, Township 20 North, Range 4 East, Cascade County, Montana.
- 2) Annexation of the unincorporated area contained in said Amended Plat, consisting of 11.37 acres, to the City of Great Falls.

- 3) Establishing a City zoning classification of R-5 Multi-family residential medium density district on Lots 2A-1 and 2A-2 and POS Parks and open space district on the unincorporated portion of Lot 2A-3 of said Amended Plat, upon annexation.
- 4) Vacation of 16th Alley South between 23rd Street South and the projected southerly extension of the east right-of-way of 24th Street South.

Said Amended Plat consolidates 42 lots and abandoned right-of-way in Lincoln Heights Addition and Lot 2A of Sand Hills Park Addition into three lots. Proposed Lot 2A-1 is located at the southeast corner of the intersection of 15th Avenue South and 23rd Street South upon which a retirement home facility is planned. Proposed Lot 2A-2 is located along the east side of 23rd Street South upon which the Great Falls Housing Authority intends to construct 16 housing units. Proposed Lot 2A-3 will be park land partially utilized as a storm water detention facility.

For additional information, please refer to the attached Vicinity/Zoning Map and the reduced copy of the Amended Plat of the involved portions of Sand Hills Park Addition and Replat of Lincoln Heights Addition.

23rd Street South abutting the Amended Plat is improved to City standards as is that portion of 15th Avenue South abutting Lot 2A-1.

City water and storm sewer mains are located in the abutting portions of 23rd Street and 15th Avenue South. A sanitary sewer main is located in 16th Alley South for which reimbursement is owed.

A 20 foot access easement will be provided along the south side of Lot 2A-2 to allow limited access between Sand Hills Park and 23rd Street. Additional access to the Park will be along 15th Avenue South at 25th Street and a bike/pedestrian corridor connecting the southeast corner of the Park with 26th Street.

Zoning Analysis:

Subject property is presently zoned in the County as “R-4” High Density Residential District and “OS” Open Space District and it is proposed the property to be annexed to the City be zoned R-5 Multi-family residential medium density district and POS Parks and open space district.

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

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

Subject property is bordered on the north and south sides by existing multi-family residential and condominium development, on the west side by the University of Great Falls and McLaughlin Research Center and on the east side by the Juvenile Detention Facility.

Goals of the economic element of the Great Falls Growth Policy include:

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

Goals of the land use element include:

- To support and encourage efficient, sustainable development and redevelopment throughout the community.
- To preserve and enhance the character, quality, and livability of existing neighborhoods.
- To support and encourage a compatible mix of land uses in newly developing areas.

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

It is anticipated the planned retirement home facility on Lot 2A-2 and the 16 housing units on Lot 2A-3 will be compatible with neighboring uses and the 10 acres comprising the park on Lot 2A-3, a portion of which is currently used as a storm water detention facility, will gradually be upgraded for the use and enjoyment of the surrounding community. Therefore, staff concludes the above-cited criteria are substantially met.

The annexation incorporates a portion of a larger unincorporated enclave which the City Commission has expressed an interest in eliminating. Development of the non-park area requested to be annexed with residential related facilities is in character with this area of the community. The proposed development is also in concert with the overall vision presented in the Medical District Master Plan prepared for the area.

The Planning Board/Zoning Commission conducted a public hearing on the applications on September 25, 2007. Ms. Mary Brown, 1521 23rd Street South, manager of the Portage Apartments, explained how the abutting Sandstone Apartment tenants have caused problems with vandalism and disturbances and expressed concern about another low-income housing project locating on the other side of the Portage Apartments. Ms. Brown submitted letters of opposition from the Portage Apartment residents. Ms. Lori Taylor, 2321 15th Avenue South, opposed another low-income housing project in the neighborhood and expressed concerns about garbage, parking, traffic and vandalism. At the conclusion of the public hearing, the Planning Board passed a motion recommending the City Commission approve: 1) the vacation of 16th Alley South between 23rd Street South and the projected southerly extension of the east right-of-way of 24th Street South; 2) the Amended Plat of Lot 2A, Block 1 of An Amended Plat of Lot 2, Block 1, Sand Hills Park Addition; and of Blocks 40 and 45, and Vacated Portions of 24th Street South, Monroe Avenue, 16th Alley South and 17th Alley South, Replat of Lincoln Heights Addition; and 3) the accompanying Findings of Fact; subject to the following conditions being fulfilled by the applicants:

- 1) The Amended Plat of Lot 2A, Block 1 of An Amended Plat of Lot 2, Block 1, Sand Hills Park Addition; and of Blocks 40 and 45, and Vacated Portions of 24th Street South, Monroe Avenue, 16th Alley South and 17th Alley South, Replat of Lincoln Heights Addition shall incorporate correction of any errors or omissions noted by staff including provision of a 20-foot utility easement in place of the vacated alley.
- 2) An annexation agreement shall be prepared containing terms and conditions for annexation of Lot 2A-1 in the Amended Plat.
- 3) All applicable fees owed as a condition of plat or annexation approval shall be paid upon final platting and annexation of the involved lots, including:

a)	annexation resolution fee	\$100.00
b)	annexation agreement fee	\$200.00
c)	storm sewer fee owed by Credit Union (\$250/acre x 1.262 acres)	\$315.50
d)	reimbursement for sanitary sewer owed by City	\$11,138.91
e)	reimbursement for sanitary sewer owed by Credit Union	\$5,209.14
f)	recording fees for annexation documents (\$11 per page)	to be determined

The Zoning Commission, at the conclusion of the public hearing, unanimously passed a motion recommending the City Commission assign a zoning classification of R-5 Multi-family residential medium density district to Lots 2A-1 and 2A-2 and POS Parks and open space district to the unincorporated portion of Lot 2A-3 of said Amended Plat, upon annexation to the City.

Attach: Vicinity/Zoning Map

Resolution 9718

Resolution 9719

Ordinance 2994

Reduced Copy of Amended Plat

Findings of Fact

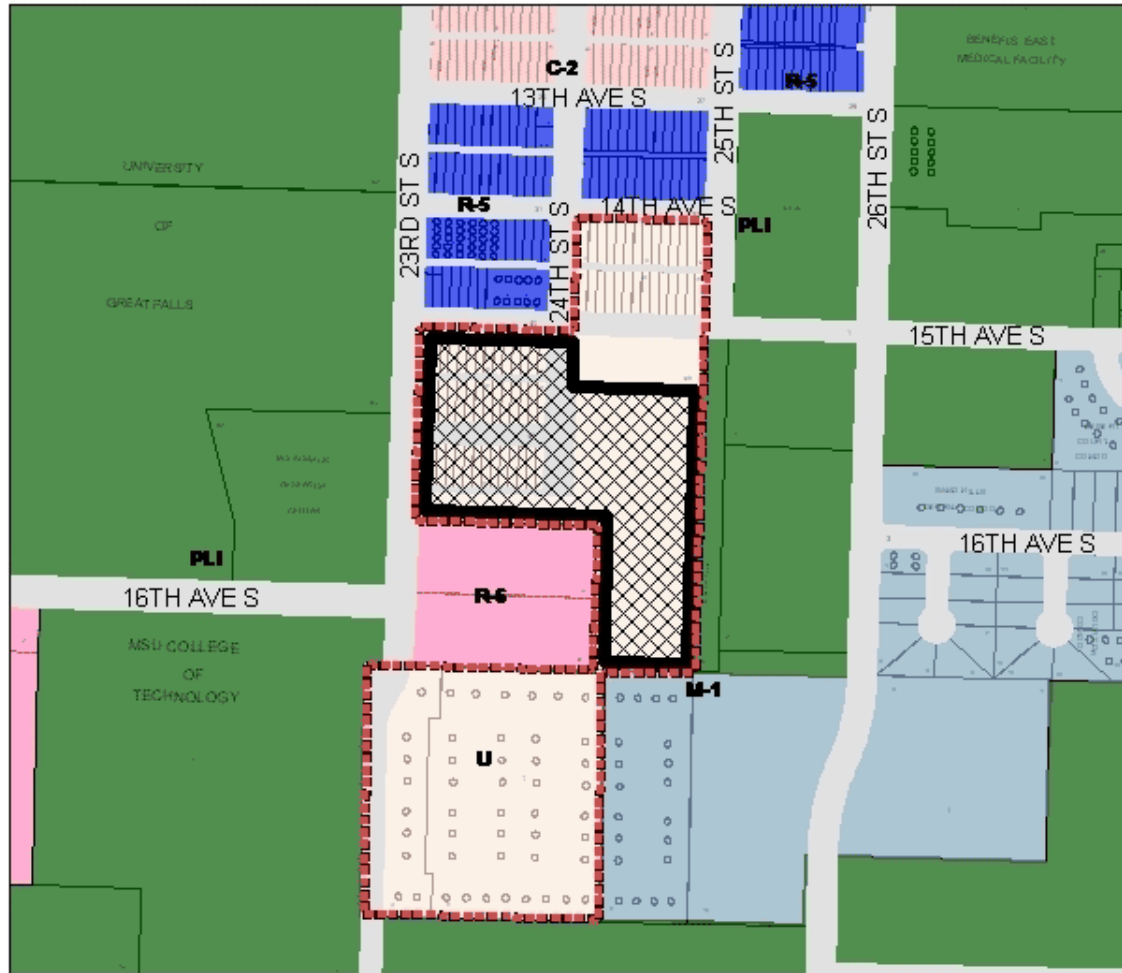
Annexation Agreement

Minutes of September 25, 2007 Planning Board/Zoning Commission Hearing

Cc: Kevin Hager, GF Housing Authority
Steve Grooms, 1st Liberty Federal Credit Union

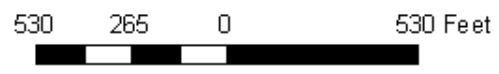
EXHIBIT "A"

VICINITY/ZONING MAP



UNINCORPORATED AREA PROPOSED TO BE ANNEXED TO THE CITY AND BE ASSIGNED A CITY ZONING CLASSIFICATION OF "R-5" MULTI-FAMILY RESIDENTIAL DENSITY DISTRICT AND POS PARK AND OPEN SPACE DISTRICT

- | | | |
|---------------------------------|------------------------------------|--------------------------|
| City Limits | C-2 General commercial | U Unincorporated enclave |
| R-5 Multi-family medium density | M-1 Mixed-use district | |
| R-6 Multi-family high density | PLI Public Lands and Institutional | |



**FINDINGS OF FACT
FOR
AMENDED PLAT OF LOT 2A, BLOCK 1 OF AN AMENDED PLAT OF LOT 2, BLOCK 1,
SAND HILLS PARK ADDITION;
AND OF BLOCKS 40 AND 45, AND VACATED PORTIONS OF 24TH STREET SOUTH,
MONROE AVENUE, 16TH ALLEY SOUTH AND 17TH ALLEY SOUTH, REPLAT OF
LINCOLN HEIGHTS ADDITION
SECTION 18, T20N, R4E
CASCADE COUNTY, MONTANA
(PREPARED IN RESPONSE TO 76-3-608(3)MCA)**

I. PRIMARY REVIEW CRITERIA

Effect on Agricultural

The tract of land to be subdivided is not currently being utilized for agricultural purposes. The subdivision will not interfere with any irrigation system or present any interference with agricultural operations in the vicinity. A portion of the area within the subdivision is utilized as a regional storm water detention facility while the remainder is vacant. Land uses abutting the subdivision include high density multi-family apartments, university and research facility campuses, and condominiums.

Effect on Local Services

Two lots in the amended plat proposed to be annexed to the City will connect to existing City water and sewer systems. The occupants of these two lots in the amended plat as they are developed will pay regular water and sewer charges.

The three lots in the amended plat proposed to be annexed will receive law enforcement and fire protection services from the City of Great Falls. The nearest fire station is two miles from the subdivision site. Providing these services to the lots proposed to be annexed to the City is expected to be a negligible cost to the City.

The subdivision is accessible from 23rd Street South, a paved public roadway and 15th Avenue South, a partially paved public roadway. The subdivision will have a negligible impact on cost of road maintenance.

As two of the lots within the proposed amended plat are owned by the City, they are currently exempt from local property taxes.

Effect on the Natural Environment

Development of two of the three lots in the amended plat are not expected to adversely affect soils or the water quality or quantity of surface or ground waters. The third lot is a designated 10-acre park partially occupied by a regional storm water detention facility.

Effect on Wildlife and Wildlife Habitat

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

Effect on Public Health and Safety

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

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

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

III. EASEMENT FOR UTILITIES

No additional utilities are necessary in conjunction with the resubdivision. All existing utilities are contained within dedicated rights-of-way or easements to be provided in conjunction with the amended plat.

IV. LEGAL AND PHYSICAL ACCESS

Dedicated paved public roadways maintained by the City provide legal and physical access to the subdivision.

ANNEXATION AGREEMENT
FOR
LOT 2A-1, BLOCK 1, AMENDED PLAT OF
LOT 2A, BLOCK 1 OF AN AMENDED PLAT OF LOT 2, BLOCK 1,
SAND HILLS PARK ADDITION; AND OF
BLOCKS 40 AND 45, AND VACATED PORTIONS OF 24TH STREET SOUTH,
MONROE AVENUE, 16TH ALLEY SOUTH AND 17TH ALLEY SOUTH,
REPLAT OF LINCOLN HEIGHTS ADDITION

1. PREFACE

The following is a binding Annexation Agreement dated this ____ day of _____, 2007, between 1ST LIBERTY FEDERAL CREDIT UNION, hereinafter referred to as "Owner," and the CITY OF GREAT FALLS, MONTANA, a municipal corporation of the State of Montana, hereinafter referred to as "City," regarding the requirements for the annexation to the corporate limits of City of Lot 2A-1, Block 1, Amended Plat of Lot 2A, Block 1 of an Amended Plat of Lot 2, Block 1, Sand Hills Park Addition; and of Blocks 40 and 45, and Vacated Portions of 24th Street South, Monroe Avenue, 16th Alley South and 17th Alley South, Replat of Lincoln Heights Addition, in the SE1/4 NE1/4 of Section 18, T20N, R4E, Cascade County, Montana, hereinafter referred to as "Lot 2A-1."

2. SUPPORTING DOCUMENTS

Amended Plat of Lot 2A, Block 1 of an Amended Plat of Lot 2, Block 1, Sand Hills Park Addition; and of Blocks 40 and 45, and Vacated Portions of 24th Street South, Monroe Avenue, 16th Alley South and 17th Alley South, Replat of Lincoln Heights Addition, in the SE1/4 NE1/4 of Section 18, T20N, R4E, Cascade County, Montana, prepared and signed by James E. Hodges, Professional Engineer and Land Surveyor, Montana Reg. No. 4593ES, and filed in the office of the Clerk and Recorder of Cascade County, Montana, on the _____ day of _____, 2007.

3. AMENDMENTS TO AGREEMENT

All amendments to this Annexation Agreement shall be in writing and approved by Owner and City.

4. FEES AND CHARGES

A. Prior to annexation of Lot 2A-1, Owner shall, in addition to the Annexation Application Fee of \$100, Zoning Application Fee of \$400, Minor Subdivision Fee of \$300.00 and Right-of-way Vacation Fee of \$200.00, which have been paid previously, pay the following required fees and annexation charges as provided by City policy, ordinances and resolutions:

(a)	Fee for preparation of Annexation Agreement	\$200.00
(b)	Resolution of Annexation Fee	100.00
(c)	Storm Sewer Fee \$250/acre x 1.262 acres	315.50
(d)	Reimbursement for sanitary sewer in 16 th Alley So	5,209.14
(e)	Fee for recording annexation documents	
	\$11/page x 8 pages	<u>88.00</u>
	TOTAL AMOUNT MADE PAYABLE TO CITY OF GREAT FALLS	\$5,912.64.00

B. The absence of any fee from this Agreement that otherwise may be lawfully charged by the City in connection with construction activity associated with Lot 2A-1, shall not constitute a waiver by the City.

5. STORM DRAINAGE

Owner hereby waives right to protest any future special improvement district for storm drainage facilities, affecting the drainage area in which Lot 2A-1 is located, lawfully created in accordance with the laws of the State of Montana.

6. PUBLIC ROADWAY LIGHTING

Owner hereby agrees to waive right to protest any future special lighting district for public roadway lighting facilities in the area in which Lot 2A-1 is located, lawfully created in accordance with the laws of the State of Montana.

7. ANNEXATION PREREQUISITES

Lot 2A-1 is contiguous to City; is not included within the boundary of any other incorporated municipality; and is not a part of any fire district existing or organized under any of the provisions of Chapter 33, Title 7, of the Montana Code Annotated. Lot 2A-1, upon annexation to City, will be provided fire protection services by City comparable to that provided incorporated properties.

8. WAIVER OF PROTEST OF ANNEXATION

Owner hereby waives any and all notice and its right to protest to annexation of Lot 2A-1 by City.

9. MAINTENANCE DISTRICTS

Owner hereby agrees to waive its right to protest any maintenance district (including, but not limited to, street maintenance and fire hydrant) created by City and further agrees to pay proportionate share of the costs associated with said maintenance districts as they may be applied to Lot 2A-1.

10. CITY ACCEPTANCE OF ANNEXATION AND ZONING

City hereby accepts and approves the annexation of the Lot 2A-1 into the corporate limits of the City of Great Falls, Montana, under a R-5 Multi-family residential medium density district zoning classification. It is hereby understood that the preceding language regarding zoning of said Lot 2A-1 does not preclude City from reclassifying said property if an area wide reclassification is undertaken, in which event City agrees to reclassify said property as a conforming use.

11. BINDING EFFECT

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

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

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

City Manager

Approved as to content:

David V. Gliko, City Attorney

State of Montana)
 : ss.
County of Cascade)

On this _____ day of _____, in the year A. D. Two thousand and seven, before me, the undersigned, a Notary Public for the State of Montana, personally appeared John W. Lawton known to me to be the City Manager of the City of Great Falls, Montana, is the person whose name is subscribed to the instrument within and acknowledge to me that he executed the same.

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

Notary Public for the State of Montana

Notary Public (Printed or Typed)
Residing at Great Falls, MT
My Commission Expires _____, 20____

(NOTARIAL SEAL)

OWNER

Steven N. Grooms, President/CEO
1st Liberty Federal Credit Union

State of Montana)
 : ss.
County of Cascade)

On this _____ day of _____, in the year A. D. Two thousand and seven, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Steven N. Grooms, whose name is subscribed to the instrument within and acknowledge to me that he executed the same.

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

Notary Public for the State of Montana

Notary Public (Printed or Typed)

Residing at _____

My Commission Expires _____, 20____

(NOTARIAL SEAL)

GREAT FALLS PLANNING BOARD & ZONING COMMISSION

MINUTES OF THE COMBINED PUBLIC HEARING FOR ANNEXATION & CITY ZONING – AMENDED PLAT OF LOT 2A, BLOCK 1 OF AN AMENDED PLAT OF LOT 2, BLOCK 1, SAND HILLS PARK ADDITION; AND OF BLOCKS 40 AND 45, AND VACATED PORTIONS OF 24TH STREET SOUTH, MONROE AVENUE, 16TH ALLEY SOUTH AND 17TH ALLEY SOUTH, REPLAT OF LINCOLN HEIGHTS ADDITION, LOCATED IN THE SE ¼ NE ¼ OF SECTION 18, T20N, R4E, CASCADE COUNTY MONTANA. (SAND HILLS PARK)

September 25, 2007

The public hearing was called to order at 3:04 p.m. in the Commission Chambers of the Civic Center by Chairman John Harding.

ROLL CALL & ATTENDANCE

Planning Board/Zoning Commission Members present:

Mr. Bill Bronson
Mr. Art Bundtrock
Ms. Danna Duffy
Mr. John Harding
Mr. Terry Hilgendorf
Mr. Ron Kinder
Mr. Joe Schaffer

Planning Board/Zoning Commission Members absent:

Dr. Greg Madson
Mr. Bill Roberts

Planning Staff Members present:

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

Others present:

Mr. Dave Dobbs, City Engineer
Mr. Bruce Haman, Housing Rehab Specialist
Ms. Cheryl Patton, Assistant City Manager
Mr. Jon Thompson, City Forester

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

EXPLANATION OF HEARING PROCEDURES

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

READING OF PUBLIC NOTICE

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

PLANNING STAFF REPORT & RECOMMENDATION

After reviewing the staff report and recommendation, Mr. Walters said he would be glad to respond to any questions from the Board. He noted that staff has received calls from residents of the Portage Apartments, located south of the project site, expressing concerns with problems, noise and activities from the Sandstone Apartment residents, located to the south. They do not want to see these problems duplicated with an additional multi-family affordable housing unit to the north of them.

PETITIONER'S PRESENTATION/COMMENTS

Ms. Cheryl Patton, representing the City of Great Falls and the Great Falls Housing Authority explained that Great Falls Housing has determined a need for more affordable housing. The 60,000 square foot lot to be purchased by the Housing Authority is proposed for the construction of single-level, 2-bedroom apartments. This will be low-density multi-family housing, with a maximum density of 16 units. It should be attractive to low-income elderly and small families. These will be similar to units near Valley View School, with maximum rents of \$450-\$500 per month. Money from the sale of this property will be used for neighborhood pool renovation and other City projects.

PROponents OPPORTUNITY TO SPEAK

There were no proponents.

OPponents OPPORTUNITY TO SPEAK

Mary Brown, 1521 23rd Street South, manager of The Portage Apartments and representing the Portage tenants explained how the Sandstone Apartment tenants have caused problems with vandalism and disturbances. The tenants worry about additional problems that another low-income housing project will

cause for the Portage. She presented letters of opposition from the Portage Apartment residents to the Board, which are attached & incorporated herein by reference.

Ms. Lori Taylor, 2321 15th Avenue South, a neighboring homeowner was also against another low-income housing project and had concerns about garbage, parking, traffic and vandalism. She is interested in purchasing the property and cited the crime statistics from Neighborhood Watch for this neighborhood.

PETITIONER'S OPPORTUNITY TO CLOSE

There was no additional response.

OTHER PUBLIC COMMENT

There was no other public comment.

PLANNING BOARD DISCUSSION & ACTION

There followed further discussion by Board members of the need for affordable housing projects in the City and how some of the opponents concerns might be addressed. Mr. Bronson asked if there was urgency for the Board to take action, if not, the parties could meet and try to address some of the concerns. Mr. Steve Grooms, representing First Liberty Federal Credit Union and Ms. Patton both expressed the need for immediate Board action. Ms. Patton elaborated on the quality of this proposed housing project and added that Portage Apartments is also an affordable housing project.

Ms. Taylor spoke again about the concerns for the property owners in the area regarding traffic, garbage & crime.

There followed additional discussion of the Planning Board's role in recommending the annexation and zoning of this project. Mr. Harding said he views this affordable housing project as being comparable to the one on 6th Street NW which is an attractive problem free project. The Design Review Board would be responsible for reviewing and approving the development plans for this project, and would cover any issues regarding parking, garbage, etc. Mr. Hilgendorf recommended the residents present their issues with the Sandstone Apartments to the City Commission.

MOTION: That the Planning Board recommend the City Commission approve: 1) the vacation of the 16th Alley South between 23rd Street South and the projected southerly extension of the east right-of-way of 24th Street South; 2) the Amended Plat of Lot 2A, Block 1 of An Amended Plat of Lot 2, Block 1, Sand Hills Park Addition; and of Blocks 40 and 45, and Vacated Portions of 24th Street South, Monroe Avenue, 16th Alley South and 17th Alley South, Replat of Lincoln Heights Addition; and 3) the accompanying Findings of Fact; subject to the Zoning Commission adopting Recommendation II (below) and the applicant fulfilling the conditions listed on the Staff Report.

Made by: Mr. Bundtrock

Minutes of the September 25, 2007

Public Hearing

Annexation & City Zoning, Amended Plat of Lot 2A, Block 1 of An Amended Plat of Lot 2, Block 1, Sand Hills Park Addition; and of Blocks 40 and 45, and Vacated Portions of 24th Street South, Monroe Avenue, 16th Alley South and 17th Alley South, Replat of Lincoln Heights Addition, located in the SE ¼ NE ¼ of Section 18, T20N, R4E, Cascade County Montana. (Sand Hills Park)

Page 4

Second: Mr. Schaffer

Vote: The motion carried unanimously.

ZONING COMMISSION DISCUSSION & ACTION

MOTION: That the Zoning Commission recommend the City Commission approve establishing a City zoning classification of R-5 Multi-family residential medium density district on Lots 2A-1 and 2A-2 and POS Parks and open space district on the unincorporated portion of 2A-3 of said Amended Plat, upon annexation to the City subject to the Planning Board adopting Recommendation I (above).

Made by: Mr. Schaffer

Second: Mr. Kinder

Vote: The motion carried unanimously.

Mr. Walters said Staff would continue processing the annexation through to the City Commission.

ADJOURNMENT

The hearing adjourned at 3:50 p.m.

CHAIRMAN

SECRETARY

RESOLUTION 9718

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, TO EXTEND THE BOUNDARIES OF SAID CITY TO INCLUDE LOTS 2A-1 AND 2A-2 AND THE UNINCORPORATED PORTION OF LOT 2A-3, BLOCK 1, OF THE AMENDED PLAT OF LOT 2A, BLOCK 1, OF AN AMENDED PLAT OF LOT 2, BLOCK 1, SAND HILLS PARK ADDITION; AND OF BLOCKS 40 AND 45, AND VACATED PORTIONS OF 24TH STREET SOUTH, MONROE AVENUE, 16TH ALLEY SOUTH AND 17TH ALLEY SOUTH, REPLAT OF LINCOLN HEIGHTS ADDITION, IN SECTION 18, TOWNSHIP 20 NORTH, RANGE 4 EAST, P.M.M., CASCADE COUNTY, MONTANA.

* * * * *

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

WHEREAS, there is contiguous to said City, but without the boundaries thereof, certain tracts of land described as follows:

Lots 2A-1 and 2A-2 and that portion of Lot 2A-3 excepting the easterly 60 feet which was previously annexed, Block 1, of the Amended Plat of Lot 2A, Block 1 of an Amended Plat of Lot 2, Block 1, Sand Hills Park Addition; and of Blocks 40 and 45, and Vacated Portions of 24th Street South, Monroe Avenue, 16th Alley South and 17th Alley South, Replat of Lincoln Heights Addition, in Section 18, Township 20 North, Range 4 East, P.M.M., Cascade County, Montana, and containing 11.37 acres; and

generally as shown on the vicinity map exhibit attached hereto marked Exhibit "A" and by this reference made a part hereof, and according to the hereinabove mentioned Amended Plat; and,

WHEREAS, Section 7-2-4402, Montana Code Annotated, provides that whenever any land contiguous to a municipality is owned by the state of Montana or a political subdivision of the state, such land may be incorporated and included in the municipality to which it is contiguous; and,

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

WHEREAS, in the judgment of the City Commission of said City, expressed by Resolution 9706 entitled:

A RESOLUTION OF INTENTION BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, TO EXTEND THE BOUNDARIES OF SAID CITY TO INCLUDE LOTS 2A-1 AND 2A-2 AND THE UNINCORPORATED PORTION OF LOT 2A-3, BLOCK 1, OF THE AMENDED PLAT OF LOT 2A, BLOCK 1, OF AN AMENDED PLAT OF LOT 2, BLOCK 1, SAND HILLS PARK ADDITION; AND OF BLOCKS 40 AND 45, AND VACATED PORTIONS OF 24TH STREET SOUTH, MONROE AVENUE, 16TH ALLEY SOUTH AND 17TH ALLEY SOUTH, REPLAT OF LINCOLN HEIGHTS ADDITION, IN SECTION 18, TOWNSHIP 20 NORTH, RANGE 4 EAST, P.M.M., CASCADE COUNTY, MONTANA, DIRECTING NOTICE TO BE GIVEN BY THE CITY CLERK AS PROVIDED BY LAW.

duly and regularly passed and adopted on the 6th day of November, 2007, stating that it will be in the best interest of said city and the inhabitants thereof, that the boundaries of said City of Great Falls shall be extended so as to include: "LOTS 2A-1 AND 2A-2 AND THE UNINCORPORATED PORTION OF LOT 2A-3, BLOCK 1, OF THE AMENDED PLAT OF LOT 2A, BLOCK 1, OF AN AMENDED PLAT OF LOT 2, BLOCK 1, SAND HILLS PARK ADDITION; AND OF BLOCKS 40 AND 45, AND VACATED PORTIONS OF 24TH STREET SOUTH, MONROE AVENUE, 16TH ALLEY SOUTH AND 17TH ALLEY SOUTH, REPLAT OF LINCOLN HEIGHTS ADDITION, IN SECTION 18, TOWNSHIP 20 NORTH, RANGE 4 EAST, P.M.M., CASCADE COUNTY, MONTANA."

WHEREAS, the City Clerk of said City, pursuant to said Resolution and the statute in such case made and provided, forthwith caused to be published in the Great Falls Tribune, the newspaper published nearest said tract of land, at least once a week for two (2) successive weeks, a notice to the effect that said Resolution had been duly and regularly passed, and that for a period of twenty (20) days after the first publication of said notice, said City Clerk would receive expressions of approval or disapproval, in writing, of the said proposed extension of the boundaries of said City, and also stating therein the time and place set for the public hearing provided by said Resolution; and,

WHEREAS, the first publication of said notice hereinbefore referred to was the 11th day of November, 2007; and,

WHEREAS, the City Clerk has received no expressions of approval or disapproval of the proposed alterations of the boundaries of the municipality, within the time allowed by said notice; and,

WHEREAS, a public hearing was held by the City Commission of the City of Great Falls on December 4, 2007, at 7:00 P.M., in the Commission Chambers of the Great Falls Civic Center, where said Commission heard all persons and all things relative to the proposed annexation of said property;

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

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

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

That the boundaries of said City of Great Falls, Montana, be and the same are hereby extended so as to embrace and include within the corporate limits of said city all of the land hereinabove described, included as: "LOTS 2A-1 AND 2A-2 AND THE UNINCORPORATED PORTION OF LOT 2A-3, BLOCK 1, OF THE AMENDED PLAT OF LOT 2A, BLOCK 1, OF AN AMENDED PLAT OF LOT 2, BLOCK 1, SAND HILLS PARK ADDITION; AND OF BLOCKS 40 AND 45, AND VACATED PORTIONS OF 24TH STREET SOUTH, MONROE AVENUE, 16TH ALLEY SOUTH AND 17TH ALLEY SOUTH, REPLAT OF LINCOLN HEIGHTS ADDITION, IN SECTION 18, TOWNSHIP 20 NORTH, RANGE 4 EAST, P.M.M., CASCADE COUNTY, MONTANA."

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

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

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

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on this 4th day of December, 2007.

Dona R. Stebbins, Mayor

ATTEST:

Lisa Kunz, City Clerk

(CITY SEAL)

Approved for Legal Content:

David V. Gliko, City Attorney

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

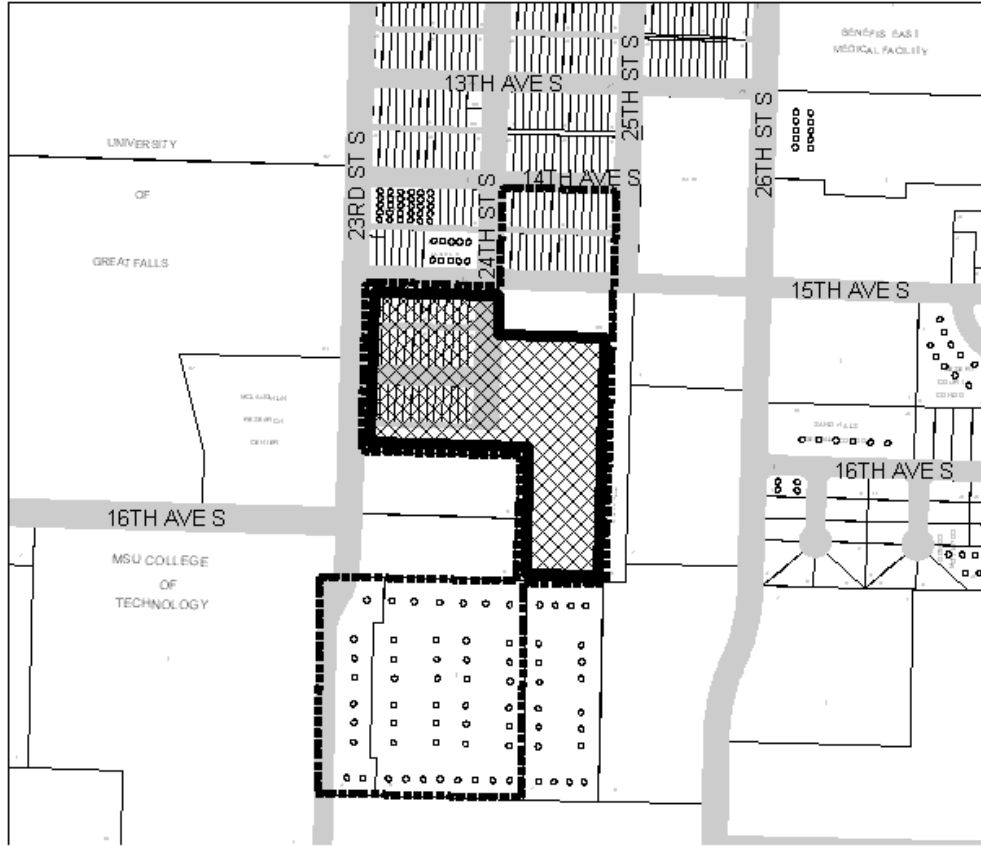
I, Lisa Kunz, City Clerk of the City of Great Falls, Montana, do hereby certify that the foregoing Resolution 9718 was placed on its final passage and approved by the Commission of the City of Great Falls, Montana, at a meeting thereof held on the 4th day of December, 2007.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said City this 4th day of December, 2007.

Lisa Kunz, City Clerk

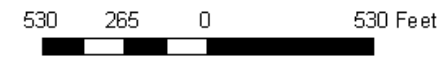
(CITY SEAL)

EXHIBIT "A" VICINITY MAP



 UNINCORPORATED AREA ANNEXED TO THE CITY BY RESOLUTION 9718

 City Limits



RESOLUTION 9719

A RESOLUTION BY THE CITY COMMISSION
OF THE CITY OF GREAT FALLS, MONTANA,
TO VACATE 16TH ALLEY SOUTH BETWEEN
23RD STREET SOUTH AND THE PROJECTED SOUTHERLY
EXTENSION OF THE EAST RIGHT-OF-WAY OF 24TH STREET SOUTH,
IN ACCORDANCE WITH THE PROVISIONS OF
SECTION 7-14-4114, MONTANA CODE ANNOTATED

* * * * *

WHEREAS, the Replat of Lincoln Heights dedicated what is presently commonly referred to as 16th Alley South between 23rd and 24th Streets South as public right-of-way; and

WHEREAS, subject alley right-of-way has never been improved or utilized for vehicular access and presently is a dead end at its eastern terminus; and

WHEREAS, subject segment of 16th Alley South is deemed not to be needed for public roadway purposes; and

WHEREAS, the two lot owners abutting subject segment of 16th Alley South have petitioned to have it vacated; and

WHEREAS, a condition of approval of vacation of subject right-of-way shall be the preparation of an appropriate amended plat which shows the distribution of the right-of-way requested to be vacated, reconfiguration of abutting lot(s), and reservation of required utility easement(s).

WHEREAS, the City Commission of the City of Great Falls, Montana, duly and regularly passed and adopted on the 6th day of November, 2007, Resolution 9707 entitled:

A RESOLUTION OF INTENTION BY THE CITY
COMMISSION OF THE CITY OF GREAT FALLS, MONTANA,
TO VACATE 16TH ALLEY SOUTH BETWEEN
23RD STREET SOUTH AND THE PROJECTED SOUTHERLY

EXTENSION OF THE EAST RIGHT-OF-WAY OF 24TH STREET SOUTH,
IN ACCORDANCE WITH THE PROVISIONS OF
SECTION 7-14-4114, MONTANA CODE ANNOTATED, AND
DIRECTING NOTICE TO BE GIVEN AS PROVIDED BY LAW

WHEREAS, the City Clerk of said City, forthwith caused notice of said Resolution 9707 to be:

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

WHEREAS, a hearing was held by the City Commission of the City of Great Falls on the 4th day of December, 2007, at 7:00 P.M. in the Commission Chambers of the Great Falls Civic Center, where said Commission heard all persons relative to the proposed vacation of the segment of 16th Alley South between 23rd Street South and the southerly projection of the east right-of-way of 24th Street South.

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

The segment of 16th Alley South between 23rd Street South and the southerly projection of the east right-of-way of 24th Street South is hereby vacated.

BE IT FURTHER RESOLVED BY SAID CITY COMMISSION that this Resolution shall become effective either thirty (30) days after its passage and approval or upon filing in the office of the Cascade County Clerk and Recorder, the hereinabove mentioned amended plat, which ever event shall occur later.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on this 4th day of December, 2007.

Dona R. Stebbins, Mayor

ATTEST:

Lisa Kunz, City Clerk

(CITY SEAL)

APPROVED FOR LEGAL CONTENT:

David V. Gliko, City Attorney

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

I, Lisa Kunz, City Clerk of the City of Great Falls, Montana, do hereby certify that the foregoing Resolution 9719 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 4th day of December, 2007.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said City this 4th day of December, 2007.

Lisa Kunz, City Clerk

(CITY SEAL)

ORDINANCE 2994

AN ORDINANCE ASSIGNING A ZONING CLASSIFICATION OF R-5 MULTI-FAMILY RESIDENTIAL MEDIUM DENSITY DISTRICT TO LOTS 2A-1 AND 2A-2, AND POS PARKS AND OPEN SPACE DISTRICT TO LOT 2A-3, AMENDED PLAT OF LOT 2A, BLOCK 1 OF AN AMENDED PLAT OF LOT 2, BLOCK 1, SAND HILLS PARK ADDITION; AND BLOCKS 40 AND 45, AND VACATED PORTIONS OF 24TH STREET SOUTH, MONROE AVENUE, 16TH ALLEY SOUTH AND 17TH ALLEY SOUTH, REPLAT OF LINCOLN HEIGHTS ADDITION, IN SECTION 18, TOWNSHIP 20 NORTH, RANGE 4 EAST, P.M.M., CASCADE COUNTY, MONTANA

* * * * *

WHEREAS, 1st Liberty Federal Credit Union, the owner of Lot 2A-1, Block 1, Amended Plat of Lot 2A, Block 1 of An Amended Plat of Lot 2, Block 1, Sand Hills Park Addition; and of Blocks 40 and 45, and Vacated Portions of 24th Street South, Monroe Avenue, 16th Alley South and 17th Alley South, Replat of Lincoln Heights Addition, located in Section 18, Township 21 North, Range 4 East, P.M.M., Cascade County, Montana, has petitioned the City of Great Falls to annex said Lot 2A-1; and,

WHEREAS, 1st Liberty Federal Credit Union has petitioned said Lot 2A-1 be assigned a City zoning classification of R-5 Multi-family residential medium density district, upon annexation to City; and,

WHEREAS, the City of Great Falls is the owner of Lots 2A-2 and 2A-3 of the hereinabove mentioned Amended Plat and desires to annex and assign a City zoning classification of R-5 Multi-family residential medium density district to said Lot 2A-2 and POS Parks and open space district to said Lot 2A-3; and,

WHEREAS, notice of assigning a zoning classification of R-5 Multi-family residential medium density district, to said Lots 2A-1 and 2A-2, and POS Parks and open space district to said Lot 2A-3, was published in the Great Falls Tribune advising that a public hearing on this zoning designation would be held on the 4th day of December, 2007, before final passage of said Ordinance herein; and,

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

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

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

Section 2. That the zoning of Lots 2A-1 and 2A-2 of the Amended Plat of Lot 2A, Block 1 of An Amended Plat of Lot 2, Block 1, Sand Hills Park Addition; and of Blocks 40 and 45, and Vacated Portions of 24th Street South, Monroe Avenue, 16th Alley South and 17th Alley South, Replat of Lincoln Heights Addition, be designated as R-5 Multi-family residential medium density district and Lot 2A-3 of said Amended Plat be designated as POS Parks and open space district.

Section 3. This ordinance shall be in full force and effect either thirty (30) days after its passage and adoption by the City Commission or upon filing in the office of the Cascade County Clerk and Recorder the resolution annexing Lots 2A-1, 2A-2 and 2A-3 of the Amended Plat of Lot 2A, Block 1 of An Amended Plat of Lot 2, Block 1, Sand Hills Park Addition; and of Blocks 40 and 45, and Vacated Portions of 24th Street South, Monroe Avenue, 16th Alley South and 17th Alley South, Replat of Lincoln Heights Addition, into the corporate limits of the City of Great Falls, Montana, whichever event shall occur later.

PASSED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, this 4th day of December, 2007.

Dona R. Stebbins, Mayor

ATTEST:

Lisa Kunz, City Clerk

(CITY SEAL)

APPROVED FOR LEGAL CONTENT:

David V. Gliko, City Attorney

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

I, Lisa Kunz, City Clerk of the City of Great Falls, Montana, do hereby certify that the foregoing Ordinance 2994 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 4th day of December, 2007.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said City on this 4th day of December, 2007.

Lisa Kunz, City Clerk

(CITY SEAL)

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

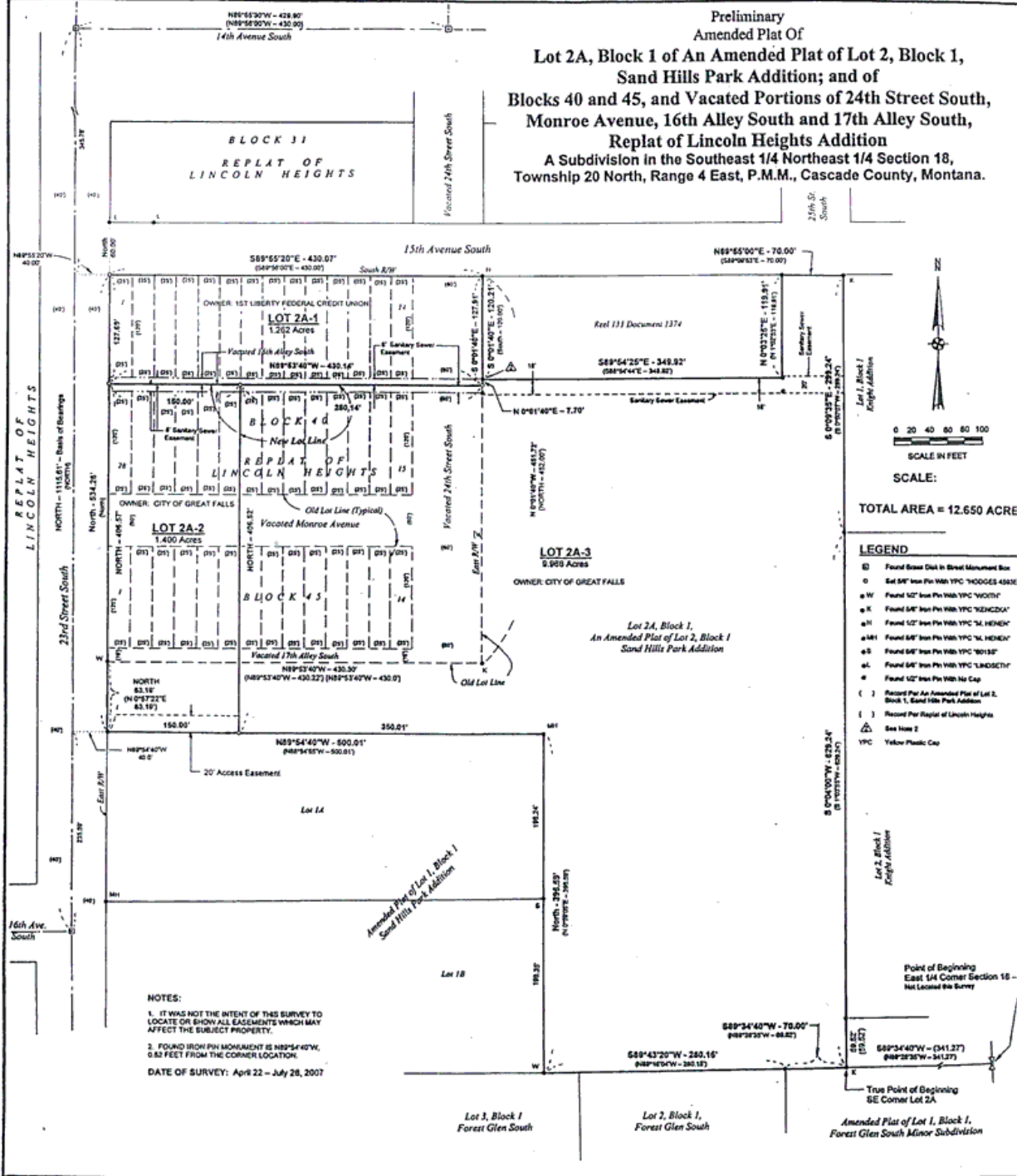
Lisa Kunz, being first duly sworn, deposes and says: That on the 4th day of December, 2007, and prior thereto, she was the City Clerk of the City of Great Falls, Montana; that as said City Clerk she did publish and post as required by law and as prescribed and directed by the Commission, Ordinance 2994 of the City of Great Falls, in three conspicuous places within the limits of said City to-wit:

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

Lisa Kunz, City Clerk

(CITY SEAL)

Preliminary
Amended Plat Of
**Lot 2A, Block 1 of An Amended Plat of Lot 2, Block 1,
Sand Hills Park Addition; and of
Blocks 40 and 45, and Vacated Portions of 24th Street South,
Monroe Avenue, 16th Alley South and 17th Alley South,
Replat of Lincoln Heights Addition**
A Subdivision in the Southeast 1/4 Northeast 1/4 Section 18,
Township 20 North, Range 4 East, P.M.M., Cascade County, Montana.



SCALE:
TOTAL AREA = 12.650 ACRE

- LEGEND**
- (D) Found Brass Disk in Street Monument Box
 - o 5/8" Iron Pin With YPC "HODGES 4582"
 - W Found 1/2" Iron Pin With YPC "WORTH"
 - K Found 5/8" Iron Pin With YPC "KENDRICK"
 - M Found 1/2" Iron Pin With YPC "M HENRY"
 - M Found 5/8" Iron Pin With YPC "M HENRY"
 - S Found 5/8" Iron Pin With YPC "S 10135"
 - e Found 5/8" Iron Pin With YPC "LINDSEY"
 - e Found 1/2" Iron Pin With No Cap
 - () Record Plat An Amended Plat of Lot 2, Block 1, Sand Hills Park Addition
 - () Record Plat Replat of Lincoln Heights
 - See Note 2
 - YPC Yellow Plastic Cap

NOTES:

1. IT WAS NOT THE INTENT OF THIS SURVEY TO LOCATE OR SHOW ALL EASEMENTS WHICH MAY AFFECT THE SUBJECT PROPERTY.
2. FOUND IRON PIN MONUMENT IS N89°54'40"W, 0.83 FEET FROM THE CORNER LOCATION.

DATE OF SURVEY: April 22 - July 26, 2007

Point of Beginning
East 1/4 Corner Section 18 -
Not Located the Survey

True Point of Beginning
SE Corner Lot 2A

Amended Plat of Lot 1, Block 1,
Forest Glen South Minor Subdivision

CITY OF GREAT FALLS, MONTANA

AGENDA # 4

AGENDA REPORT

DATE December 4, 2007

ITEM Public Hearing - Resolution 9709 for a Conditional Use Permit for a Telecommunication Facility at 117 9th St N

INITIATED BY Craig Barber, Property Owner & Alltel Communications

ACTION REQUESTED Commission Adopt Resolution 9709 and Approve Agreement

PREPARED BY Bill Walters, Senior Planner

APPROVED & PRESENTED BY Benjamin Rangel, Planning Director

- - - - -

RECOMMENDATION:

The City Zoning Commission has recommended the City Commission grant a conditional use permit to allow a cell tower to be placed on the roof of the building at 117 9th Street North, subject to specified terms and conditions.

MOTION:

“I move the City Commission adopt Resolution 9709 and approve the accompanying Agreement.”

SYNOPSIS:

Resolution 9709 grants a conditional use permit to allow a cell tower to be placed on the roof of the building occupying Lots 1 - 6, Block 303, Great Falls Original Townsite, addressed as 117 9th Street North. The Agreement contains the conditions stipulated by the Zoning Commission in recommending approval of the conditional use application.

BACKGROUND:

Craig Barber, property owner, and Alltel Communication have applied for a conditional use to permit placement of a telecommunication tower on the roof of an existing building on Lots 1 - 6, Block 303, Great Falls Original Townsite, addressed as 117 9th Street North.

Subject property, is presently zoned C-5 Central business periphery district wherein a telecommunication facility is permitted upon processing and approval of a conditional use application.

The accompanying site plan outlines the existing building on subject Lots 1 – 6 and the location of the proposed telecommunication facility on the rooftop. The antennas will rise 10 feet above the roof of the two story portion of the involved building to a maximum height of 45 feet as represented on the attached north elevation view. The maximum structure height allowed in the C-5 district is 55 feet. The equipment room for the facility will be located in the basement of the building directly below the cell tower.

A Vicinity/Zoning Map, a site plan and a north elevation view are included as part of the attached Staff Report and Recommendation.

Neighborhood Council 7 considered the proposed cell tower during a meeting held May 14, 2007, and reacted favorably to the application.

The Zoning Commission on September 25, 2007, conducted a public hearing to consider the conditional use application. The only citizen who spoke at the Hearing was Ursula Turner, 1308 Westbrook Terrace, Norman, Oklahoma, representing Alltel Communication. At the conclusion of the Hearing, the Zoning Commission

unanimously passed a motion recommending the City Commission grant a conditional use to allow a ten foot high telecommunication facility on the roof of the building on Lots 1- 6, Block 303, Great Falls Original Townsite, addressed as 117 9th Street North, subject to the applicant/property owner entering into an agreement with the City agreeing to erect the proposed telecommunication facility substantially in accordance with the attached site plan, that it be concealed and that other telecommunication companies not be prohibited from co-locating facilities on the tower.

Attach: Resolution 9709
[Staff Report and Recommendation with Vicinity/Zoning Map Agreement with Site Plan and North Elevation](#)

Cc: Craig Barber, 117 9th St No, G F, 59401-2617
Denise Cardinal, 1519 Magnolia, Norman, OK 73072

RESOLUTION 9709

A RESOLUTION APPROVING A CONDITIONAL USE PERMIT
TO ALLOW A TELECOMMUNICATION FACILITY TO BE PLACED
ON THE ROOF OF THE BUILDING
ON LOTS 1- 6, BLOCK 303, ORIGINAL TOWNSITE

* * * * *

WHEREAS, the current owner of Lots 1 - 6, Block 303, Great Falls Original Townsite, addressed as 117 9th Street North, is Craig R. Barber; and

WHEREAS, said Lots 1 - 6 are occupied by a concrete block commercial building; and

WHEREAS, Alltel Communication has made arrangements with Owner to place a telecommunication facility on the roof of the building currently occupying said Lots 1 - 6; and

WHEREAS, said Lots 1 - 6 are presently zoned as C-5 Central business periphery district wherein a telecommunication facility is permitted upon processing and approval of a conditional use application; and

WHEREAS, Owner has applied for a conditional use permit to allow a telecommunication facility to be placed on the roof of the building located on subject Lots 1 - 6; and

WHEREAS, the Great Falls Zoning Commission conducted a public hearing on September 25, 2007, to consider said conditional use permit application and at the conclusion of said hearing, passed a motion recommending City grant a conditional use permit to allow a telecommunication facility to be placed on the roof of the building on Lots 1 - 6, Block 303, Great Falls Original Townsite, subject to terms and conditions;

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

That a conditional use permit to allow placement of a telecommunication facility on the roof of the building located on Lots 1 - 6, Block 303, Great Falls Original Townsite, is hereby approved; and,

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

That placement of a telecommunication facility on the roof of the building on said Lots 1 - 6 shall be in accordance with City Codes, Ordinances and other requirements and the Agreement dated _____, 2007, between the City of Great Falls and Craig Barber and Alltel Communication; and,

BE IT FURTHER RESOLVED BY SAID CITY COMMISSION that this Resolution shall become effective immediately upon its passage and approval.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on this 4th day of December, 2007.

Dona R. Stebbins, Mayor

ATTEST:

Lisa Kunz, City Clerk

(CITY SEAL)

Approved for legal content:

David V. Gliko, City Attorney

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

I, Lisa Kunz, City Clerk of the City of Great Falls, Montana, do hereby certify that the foregoing Resolution 9709 was placed on its final passage by the Commission of the City of Great Falls, Montana, at a meeting thereof held on the 4th day of December, 2007, wherein it was approved by said Commission.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said City this 4th day of December, 2007.

Lisa Kunz, City Clerk

(CITY SEAL)

PUBLIC HEARING #2

AGENDA ITEM F.

HRG. DATE Sept 25, 2007

GREAT FALLS ZONING COMMISSION

STAFF REPORT AND RECOMMENDATION

ITEM: Conditional Use for Cell Tower at 117 9th Street North

INITIATED BY: Craig Barber, Property Owner, & Alltel Communication

PRESENTED BY: Bill Walters, Senior Planner

GENERAL INFORMATION:

Property Owner: Craig Barber
117 9th St No
Great Falls, MT 59401-2617

Co-Applicants: Craig Barber and Alltel Communication

Address of Subject Property: 117 9th St No

Legal Description of Property: Lots 1 - 6, Block 303, Great Falls Original Townsite

Size/Area of Subject Property: 6 lots each 50ft x 150ft (totals 45,000 sq ft)

Zoning: C-5 Central business periphery district

Land Use: Coffee shop/offices/printing business

Requested Action and Purpose: Grant conditional use to permit a cell tower on the roof of the structure

Surrounding Zoning and Land Uses:

<u>Direction</u>	<u>Legal Description</u>	<u>Zoning Classification</u>	<u>Existing Land Use</u>
North	Lots 7-14, Blk 258, OT	C-5	Residential
East	Lot 7, Blk 303, OT	C-5	Multi-family residential
South	Lots 8-14, Blk 303, OT	C-5	Residential condos, office building, parking lots
West	Lot 7, Blk 304, OT	C-4	Dairy Queen Restaurant

Attachments:

Vicinity/Zoning Map

Site Plan

North Elevation View

Communication dated 9/10/07 from Kim McCleary, Parking/Zoning Supervisor

INFORMATION:

1. Craig Barber, property owner, and Alltel Communication have applied for a conditional use to permit placement of a telecommunication tower on the roof of an existing building on Lots 1 - 6, Block 303, Great Falls Original Townsite, addressed as 117 9th Street North.
2. Subject property, is presently zoned C-5 Central business periphery district wherein a telecommunication facility is permitted upon processing and approval of a conditional use application.
3. The accompanying site plan outlines the existing building on subject Lots 1 – 6 and the location of the proposed telecommunication facility on the rooftop. The antennas will rise 10 feet above the roof of the two story portion of the involved building to a maximum height of 45 feet as represented on the attached north elevation view. The maximum structure height allowed in the C-5 district is 55 feet. The equipment room for the facility will be located in the basement of the building directly below the cell tower.
4. Neighborhood Council 7 considered the proposed cell tower during a meeting held May 14, 2007, and reacted favorably to the application.
5. Attached is a communication dated September 9, 2007, from the Parking/Zoning Supervisor in the Community Development Department, recommending the tower be concealed due to the close proximity of the proposed tower to residential housing and the Northside Historic district.
6. The Notice of Public Hearing was mailed to neighboring property owners on September 7, 2007, and was published in the Great Falls Tribune on September 9, 2007. A sign containing copies of the Notice of Public Hearing was placed on the property on September 17, 2007. At the time of writing this report, only one area resident had visited the Planning Office to get information regarding the proposed cell tower.

CONDITIONAL USE PERMIT:

The procedure for processing a conditional use is identical to that for a City zone change. Following a public hearing and recommendation by the Zoning Commission, the City Commission shall conduct a public hearing and arrive at a final decision regarding the conditional use application. The City Commission may, through a written agreement with the applicant, establish such conditions and restrictions upon the construction, maintenance and operation of the conditional use as is deemed necessary for the protection of the public interest and to secure compliance with standards and requirements.

The City Zoning Code lists the seven following criteria to be applied to a request for a conditional use for evaluation purposes.

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

Subject property is located in a transition area between the central business district and residential uses to the north and east. Placement of the telecommunication facility on the roof of an existing two story building eliminates the need for a separate tall tower.

Access to the involved property is readily available; public infrastructure exists to provide adequate service; and the development should not adversely affect surrounding properties.

Staff concludes no significant negative aspects, associated with the seven above mentioned criteria, should result from the approval of the conditional use, provided the conditions accompanying the recommendation are fulfilled and enforced.

RECOMMENDATION:

It is recommended that the Zoning Commission recommend to the City Commission that a conditional use be **granted** to allow a ten foot high telecommunication facility on the roof of the building on Lots 1- 6, Block 303, Great Falls Original Townsite, addressed as 117 9th Street North, subject to the applicant/property owner entering into an agreement with the City agreeing to erect the proposed telecommunication facility substantially in accordance with the attached site plan, that it be concealed and that other telecommunication companies not be prohibited from co-locating facilities on the tower.

Prepared by: Bill Walters, Senior Planner

Concurrence by: Benjamin Rangel, Planning Director

Attach: As noted hereinabove

Cc: Jim Rearden, Public Works Director

Dave Dobbs, City Engineer

Kim McCleary, Parking/Zoning Supervisor

Craig Barber, 117 9th St No, G F, 59401-2617

Denise Cardinal, 1519 Magnolia, Norman, OK 73072

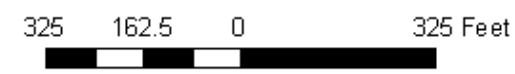
EXHIBIT "A"

VICINITY/ZONING MAP



REQUESTED CONDITIONAL USE TO PERMIT A CELL TOWER TO BE ERECTED ON THE ROOF OF THE BUILDING ON LOTS 1-6, BLOCK 303, GREAT FALLS ORIGINAL TOWNSITE

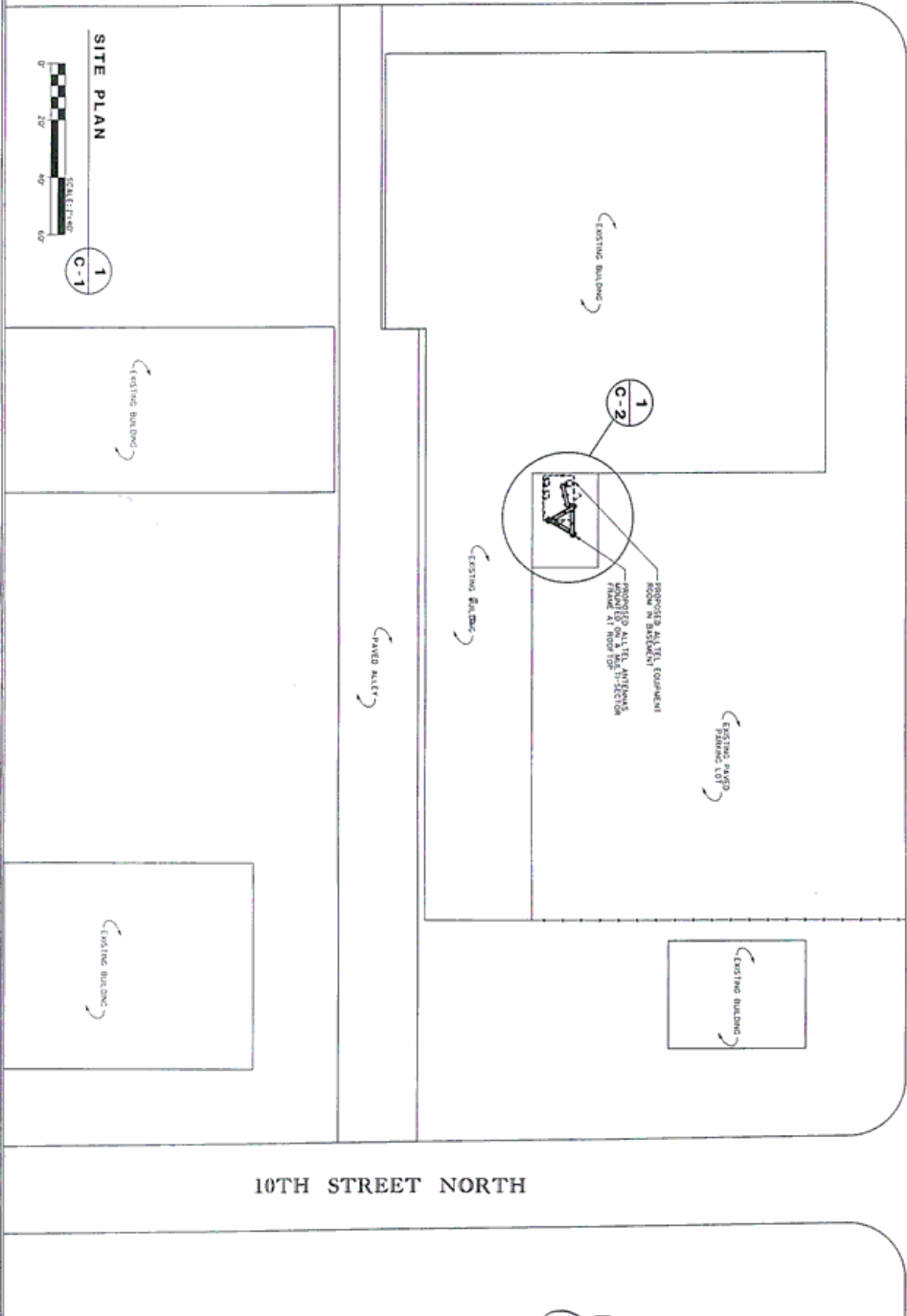
- | | | |
|--------------------------------|--------------------------------|------------------------------------|
| R-3 Single-family high density | C-1 Neighborhood commercial | PLI Public Lands and Institutional |
| R-6 Multi-family high density | C-4 Central business core | |
| R-9 Mixed residential | C-5 Central business periphery | |



9TH STREET NORTH

2ND AVENUE NORTH

10TH STREET NORTH



SITE PLAN



1
C-2

EXISTING BUILDING

EXISTING BUILDING

EXISTING BUILDING

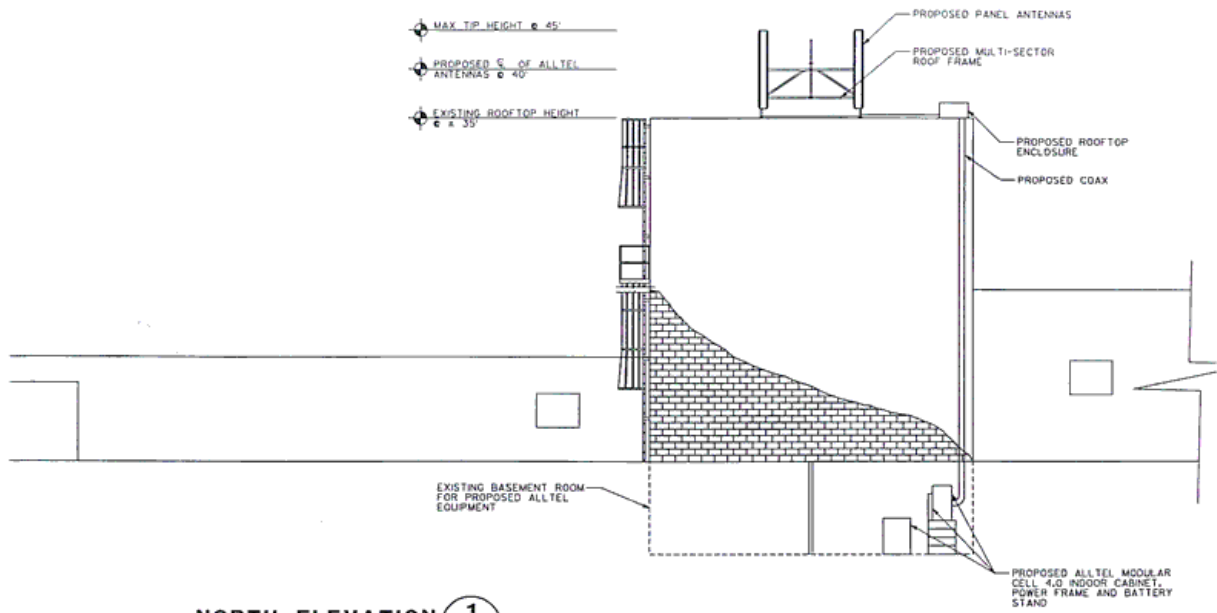
PAVED ALLEY

EXISTING PAVED PARKING STRIP

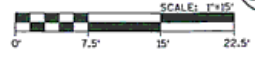
EXISTING BUILDING

EXISTING BUILDING





NORTH ELEVATION 1
C-4



Memorandum

To: Bill Walters, Senior Planner
From: Kim McCleary, Parking/Zoning Supervisor *Kim*
Date: 9/10/2007
Re: Conditional Use for a Cell Tower at 117 9th St N

It appears from your memo that the rooftop cell tower is proposed to be unconcealed. Due to the close proximity of the proposed tower to residential housing and the Northside Historic district, the Community Development staff is requesting the Planning Board consider requiring the tower to be concealed. The Land Development Code requires the tower and the tower site to be reviewed and approved by the Design Review Board, however, it is not within their authority to require the tower to be concealed.

If you have any questions, please call me at 455-8405.



AGREEMENT

THIS AGREEMENT made and entered into on this _____ day of _____, 2007, by and between CRAIG R. BARBER, hereinafter referred to as "Owner," ALLTEL COMMUNICATION, a corporation, hereinafter referred to as "Proprietor" and the CITY OF GREAT FALLS, MONTANA, a municipal corporation of the State of Montana, hereinafter referred to as "City."

WITNESSETH:

WHEREAS, the current owner of Lots 1 - 6, Block 303, Great Falls Original Townsite, addressed as 117 9th Street North, is Craig R. Barber; and

WHEREAS, said Lots 1 - 6 are occupied by a concrete block commercial building; and

WHEREAS, Proprietor has made arrangements with Owner to place a telecommunication facility on the roof of the building currently occupying said Lots 1 - 6; and

WHEREAS, said Lots 1 - 6 are presently zoned as C-5 Central business periphery district wherein a telecommunication facility is permitted upon processing and approval of a conditional use application; and

WHEREAS, Owner has applied for a conditional use permit to allow a telecommunication facility to be placed on the roof of the building located on subject Lots 1 - 6; and

WHEREAS, the Great Falls Zoning Commission conducted a public hearing on September 25, 2007, to consider said conditional use permit application and at the conclusion of said hearing, passed a motion recommending City grant a conditional use permit to allow a telecommunication facility to be placed on the roof of the building on Lots 1 - 6, Block 303, Great Falls Original Townsite, subject to the following terms and conditions;

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

1. Adherence to Site Plan
Owner and Proprietor hereby agree that placement of a telecommunication facility on the roof of the building on said Lots 1 - 6 shall be substantially in accordance with: a) the Site Plan and North Elevation attached hereto as Exhibits "A" and "B" respectively, and by this reference made a part hereof; and b) applicable City Codes.
2. Design Review Board Approval
Prior to issuance of a building permit for the telecommunication facility, Owner and/or Proprietor shall obtain the approval of the City's Design Review Board of the planned facility and further agree to conceal said facility as stipulated by said Board.
3. Co-location
Owner and Proprietor hereby agree to not prohibit other telecommunication companies from co-locating other concealed antenna and accompanying support equipment with the facility herein being approved. Said co-location being subject to structural integrity of the tower and non-interference of equipment.
4. City Acceptance
City hereby agrees to approve Resolution 9709 granting a conditional use permit to allow placement of a concealed telecommunication facility on the roof of the building on Lots 1 - 6, Block 303, Great Falls Original Townsite.
5. Unforeseen Potentialities
It is mutually recognized, understood and agreed by City, Owner and Proprietor that subsequent to the time this agreement was entered into, events may occur and actions may be taken which were unforeseen by the hereinabove mentioned parties. In this perspective, it is, therefore, agreed that the parties may by mutual subsequent agreement modify the terms, conditions and covenants of this Agreement.
6. Expiration of Approval
The conditional use permit authorized by Resolution 9709 shall expire one year after the date of this Agreement unless substantial work has commenced under the permit and continues in good faith to completion.
7. Binding Effect
The provisions, covenants and terms of this Agreement shall be placed of record in the records of Cascade County, Montana, shall run with the land and shall be binding upon all devisees, heirs, successors and assigns of the signatories affixed hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year set forth on page one hereof.

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

John W. Lawton, City Manager

STATE OF MONTANA)
 : ss.
County of Cascade)

On this _____ day of _____, 2007, before me, the undersigned, a Notary Public for the State of Montana, appeared John W. Lawton, known to me to be the City Manager of the City of Great Falls, is the person whose name is subscribed to the instrument within and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year hereinabove first written.

Notary Public for the State of Montana

Notary Public (Printed or Typed)
Residing at Great Falls, Montana
My Commission expires: _____

(NOTARIAL SEAL)

Approved for Legal Content:

David V. Gliko, City Attorney

OWNER

Craig R. Barber

STATE OF MONTANA)
 : ss.
County of Cascade)

On this _____ day of _____, 2007, before me, the undersigned, a Notary Public for the State of Montana, appeared Craig R. Barber, known to me to be the person whose name is subscribed to the instrument within and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year hereinabove first written.

Notary Public for the State of Montana

Notary Public (Printed or Typed)
Residing at Great Falls, Montana
My Commission expires: _____

(NOTARIAL SEAL)

PROPRIETOR

Alltel Communication

STATE OF _____)
 : ss.
County of _____)

On this _____ day of _____, 2007, before me, the undersigned, a Notary Public for the State of _____, appeared _____, known to me to be the person whose name is subscribed to the instrument within and acknowledged to me that (s)he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year hereinabove first written.

Notary Public for the State of _____

Notary Public (Printed or Typed)
Residing at _____
My Commission expires: _____

(NOTARIAL SEAL)

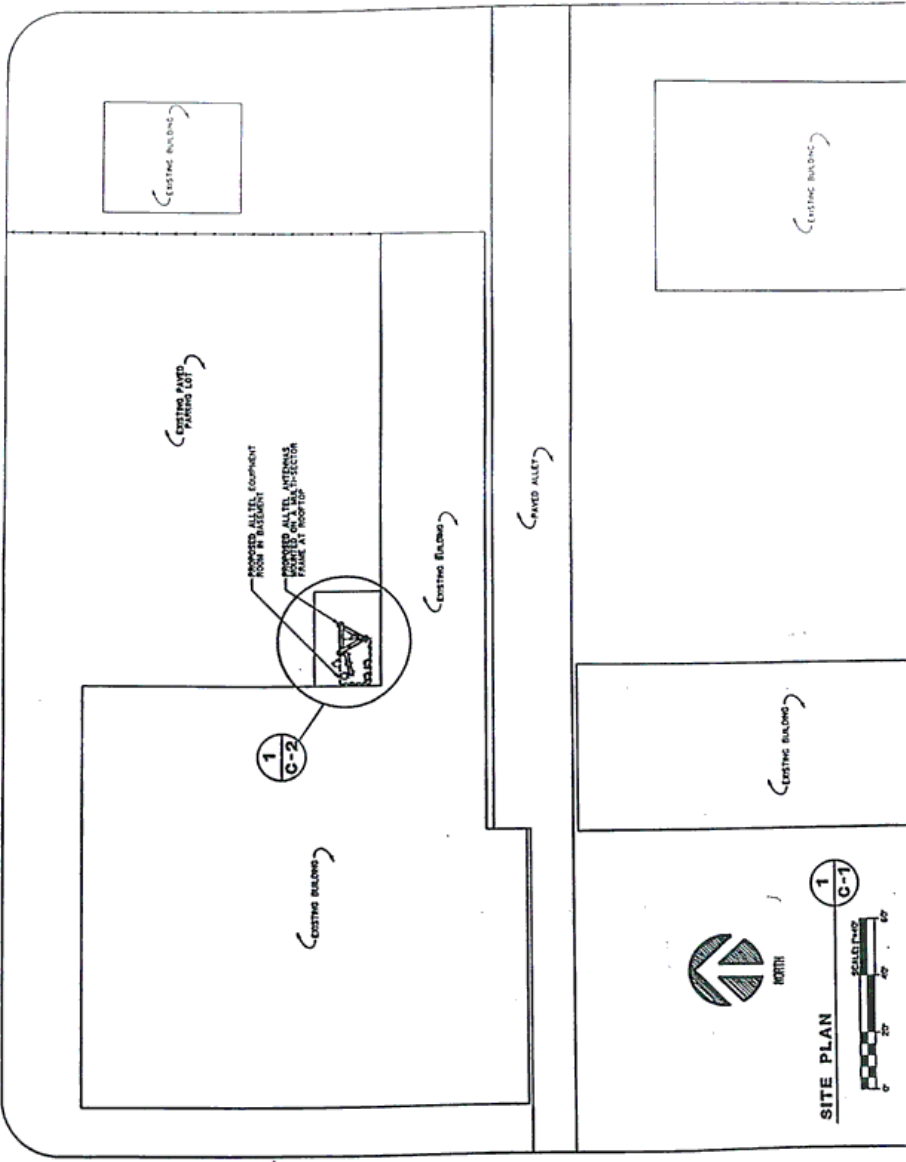


2ND AVENUE NORTH

10TH STREET NORTH

9TH STREET NORTH

EXHIBIT "A"



ROOFED ALLIED EQUIPMENT
ROOFED ALLIED SECTION
FRAME AT ROOF TOP

1
C-2

1
C-1

SITE PLAN

SCALE BAR
0 20 40 60

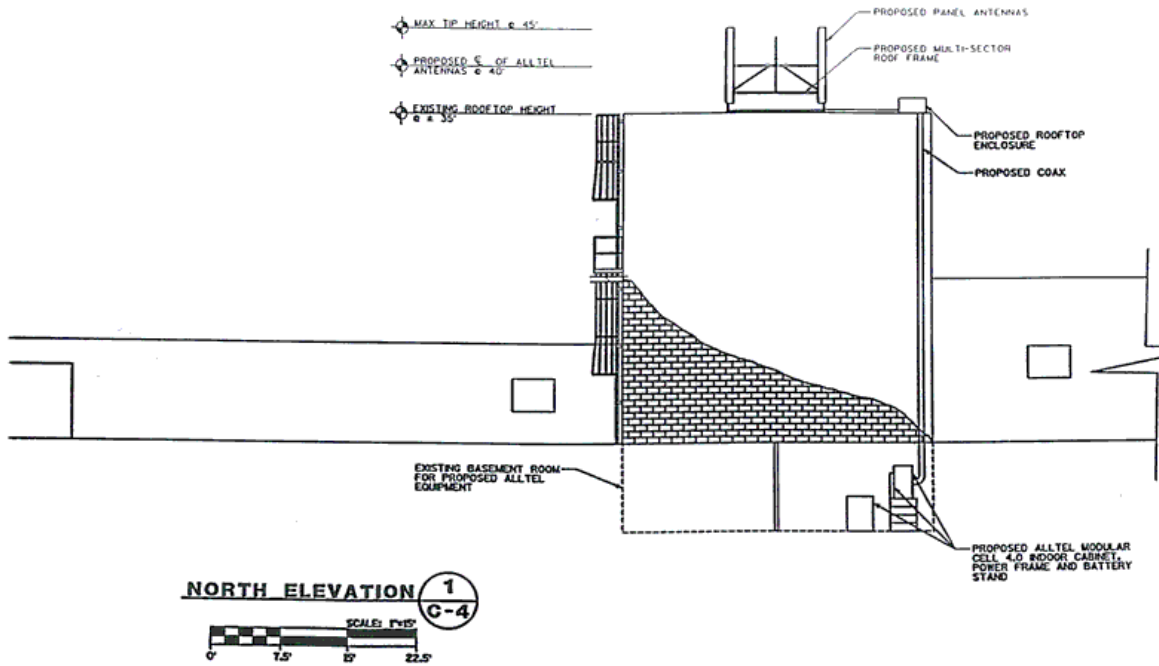


EXHIBIT "B"

CITY OF GREAT FALLS, MONTANA

AGENDA # 5

AGENDA REPORT

DATE 12/4/2007

ITEM: 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, LLC ADDITION, IN SECTION 30, TOWNSHIP 21 NORTH, RANGE 4 EAST, P.M.M., CASCADE COUNTY, MONTANA AND THE ABUTTING SEGMENT OF U.S. HIGHWAY 87;

INITIATED BY: Ongoing economic development of the Industrial/Agricultural District

ACTION REQUESTED: Conduct public hearing and adopt Ordinance 2996

PREPARED BY: Martha Cappis, Operations Supervisor, Fiscal Services

APPROVED & PRESENTED BY: Coleen Balzarini, Fiscal Services Director

RECOMMENDATION: It is recommended the City Commission conduct the public hearing and adopt Ordinance 2996.

MOTION:

"I move the City Commission adopt Ordinance 2996."

SYNOPSIS: Ordinance 2996 will allow of the recently annexed Montana Megawatts I, LLC/Montgomery Energy (MT Megawatts) property to be included in the Tax Increment District. The City is continuing discussions to acquire the International Malting Company (IMC) rail spur with tax increment financing for the benefit of the entire district.

BACKGROUND: On May 17, 2005, the City Commission adopted Ordinance 2911, creating the Central Montana Agricultural and Technology Park Tax Increment Industrial Infrastructure District. The approved projects in the district include purchasing the IMC rail spur to attract other potential industrial facilities to the area, and providing the necessary infrastructure improvements. On November 6, 2007 the City Commission approved the annexation and zoning of the MT Megawatts property, to allow of the construction of a natural gas electric generator. The City entered into service agreements with the developer in regards to the potable and raw water and sanitary sewer services to the facility. Resolution 9717, adopted November 20, 2007, stated the City's intent to amend the boundaries of the Central Montana Agricultural and Technology Park Tax Increment Industrial Infrastructure District.

7-15-4288 (4), MCA provides that the cost of acquiring a rail spur and infrastructure improvements, including, but not limited to streets, roads, water and sewer systems, may be paid by tax increment financing. The City will issue Tax Increment Bonds for the needed projects, and bonds will be repaid with increments collected.

ORDINANCE NO. 2996

AN ORDINANCE RELATING TO THE CENTRAL MONTANA AGRICULTURAL AND TECHNOLOGY PARK TAX INCREMENT INDUSTRIAL INFRASTRUCTURE DISTRICT; AMENDING ORDINANCE 2911 TO INCLUDE LOT 5, BLOCK 1, INTERNATIONAL MALTING COMPANY, LLC ADDITION, IN SECTION 30, TOWNSHIP 21 NORTH, RANGE 4 EAST, P.M.M., CASCADE COUNTY, MONTANA AND THE ABUTTING SEGMENT OF U.S. HIGHWAY 87 WITHIN THE BOUNDARIES OF THE DISTRICT

BE IT ORDAINED BY THE CITY COMMISSION (THE “COMMISSION”) OF THE CITY OF GREAT FALLS (THE “CITY”), MONTANA AS FOLLOWS:

Section 1. Recitals

1.01. On May 17, 2005, this Commission enacted an “Ordinance Relating To The Central Montana Agricultural And Technology Park Tax Increment Industrial Infrastructure District; Providing For Definition Of Terms; Establishing The Costs Which May Be Paid By Tax Increment Financing; Creating And Approving The Central Montana Agricultural And Technology Park; Establishing The Boundaries Thereof; Establishing January 1, 2005 As The Base Taxable Year; Providing For Repeal Of All Parts Of Ordinances And Resolutions In Conflict Herewith; And Providing For An Effective Date Hereof” as Ordinance No. 2911.

1.02. Ordinance No 2911 has been in full force and effect since its adoption.

1.03. This Commission, pursuant to Resolution No. 9717 adopted on November 20, 2007, set forth its intention to amend the City’s Central Montana Agricultural and Technology Park Tax Increment Industrial Infrastructure District to include Lot 5, Block 1, International Malting Company, LLC Addition, in Section 30, Township 21 North, Range 4 East, P.M.M., Cascade County, Montana and the abutting segment of U.S. Highway 87, called a public hearing thereon for December 4, 2007, and provided for the First Reading of this Ordinance 2996.

1.04. The City caused notice of the public hearing to be mailed to the record owners of the property constituting the Area on November 21 and to be published in the Great Falls Tribune on November 23 and November 30, 2007.

1.05. At the December 4, 2007 public hearing, the City allowed all persons attending the opportunity to speak on the proposed modification of the boundaries of the District.

Section 2. 1.06. Based on the comments provided at the Public Hearing, and the Second Reading, this Commission is ready to proceed with the adoption of Ordinance No. 2996.

Section 3. Definitions. Section 1 of Ordinance No. 2911 is amended to read as follows:

“Area” means the real property described as the City’s Central Montana Agricultural and Technology Park Tax Increment Industrial Infrastructure District to include Lot 5, Block 1, International Malting Company, LLC Addition, in Section 30, Township 21 North, Range 4 East, P.M.M., Cascade County, Montana and the abutting segment of U.S. Highway 87.

“Actual taxable value” means the taxable value of taxable property at any time, as calculated from the assessment roll last equalized.

“Base taxable value” means the actual taxable value of all taxable property within a tax increment financing industrial district prior to the effective date of a tax increment financing provision. This value may be adjusted as provided in Sections 7-15-4287 or 7-15-4293, MCA

“Central Montana Agricultural and Technology Park Tax Increment Industrial Infrastructure District” means the tax increment industrial infrastructure district created by Ordinance No. 2911, as modified by this Ordinance.

“Central Montana Agricultural and Technology Park Tax Increment Industrial District Plan” means the City’s plan to promote the development of secondary value-adding industry in the City in the District through the acquisition, construction, and financing of public infrastructure improvements necessary for the retention or development of value-adding industries.

“Incremental taxable value” means the amount, if any, by which the actual taxable value at any time exceeds the base taxable value of all property within a tax increment financing industrial district.

“Tax increment” means the collections realized from extending the tax levies, expressed in mills, of all taxing bodies which the tax increment financing industrial district or a part thereof is located, against the incremental taxable value.

“Taxes” means all taxes levied by a taxing body against property on an ad valorem basis.

Section 4. Boundaries. Based on the comments at the public hearing and the finding and determinations contained in Resolution No. 9717, which are hereby confirmed, the Area as legally described on Exhibit A hereto shall as of the effective date of this Ordinance be added to the boundaries of the Central Montana Agricultural and Technology Park Tax Increment Industrial District (the “District”). The revised boundaries of the District are legally described on Exhibit B hereto and depicted on the map attached hereto as Exhibit C.

Section 5. Base Year of Area. For the purpose of calculating the incremental taxable value each year for the life of the District, the base taxable value shall be all real and personal property

constituting the Area, determined as of January 1, 2007, plus the Base Taxable Value of the District, as determined January 1, 2005.

Section 6. Term of the Tax Increment Financing. The addition of the Area to the District does not purport to alter in any way or extend the term of the Tax Increment Financing provisions as set forth in Ordinance 2911.

Section 7. Effective Date. This Ordinance shall be in full force and effect upon passage and adoption by the Commission after Second Reading.

Section 8. Validity of Ordinance No. 2911; Conflict with Other Ordinances and Resolutions. The enactment of this Ordinance does not in any way repeal or effect the validity thereof, and is amended only to the extent specifically provided in this Ordinance.

PASSED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA,
this 4th day of December, 2007

Dona R. Stebbins, Mayor

ATTEST:

Lisa Kunz, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

David V. Gliko, City Attorney

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

I, Lisa Kunz, City Clerk of the City of Great Falls, Montana, do hereby certify that the foregoing Ordinance 2996 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 4th day of December, 2007 and approved by the Mayor of said City on the 4th day of December, 2007.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said City this 4th day of December, 2007.

Lisa Kunz, City Clerk

(SEAL OF CITY)

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

I, Lisa Kunz, being first duly sworn, deposes and says: That on the 4th day of December, 2007 and prior thereto, I was the City Clerk of the City of Great Falls, Montana; that as said City Clerk, I did publish and post as required by law and as prescribed and directed by the Commission, Ordinance 2996 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

Description of Area

LOT 5, BLOCK 1, INTERNATIONAL MALTING COMPANY, LLC ADDITION, IN SECTION 30, TOWNSHIP 21 NORTH, RANGE 4 EAST, P.M.M., CASCADE COUNTY, MONTANA AND THE ABUTTING SEGMENT OF U.S. HIGHWAY 87

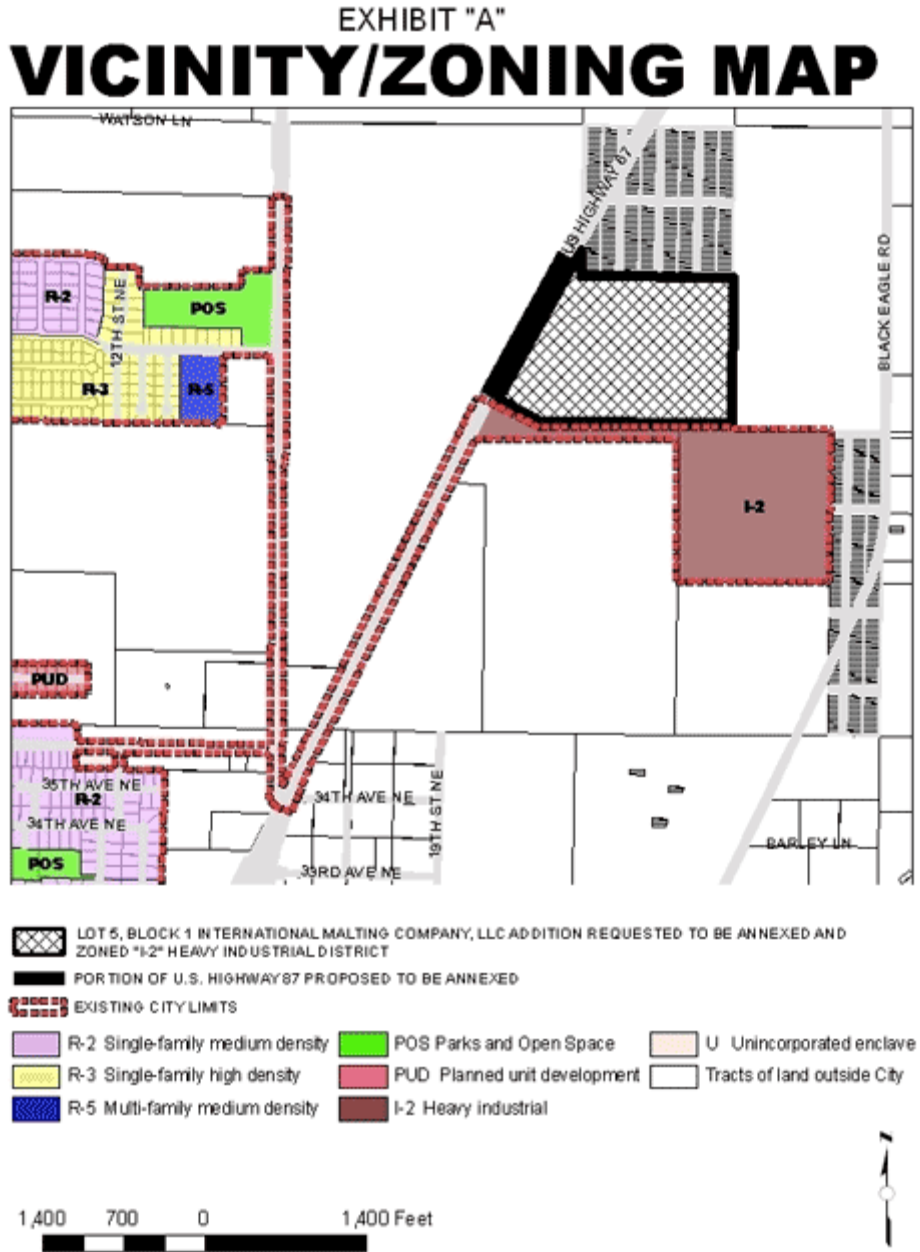


EXHIBIT B

Metes and bounds description for of Revised Boundaries of Central Montana Agricultural and Technology Park Tax Increment Industrial District

Property situated in Section 30, Township 21 North, Range 4 East, of the Principle Meridian Montana, Cascade County, Montana, described as follows:

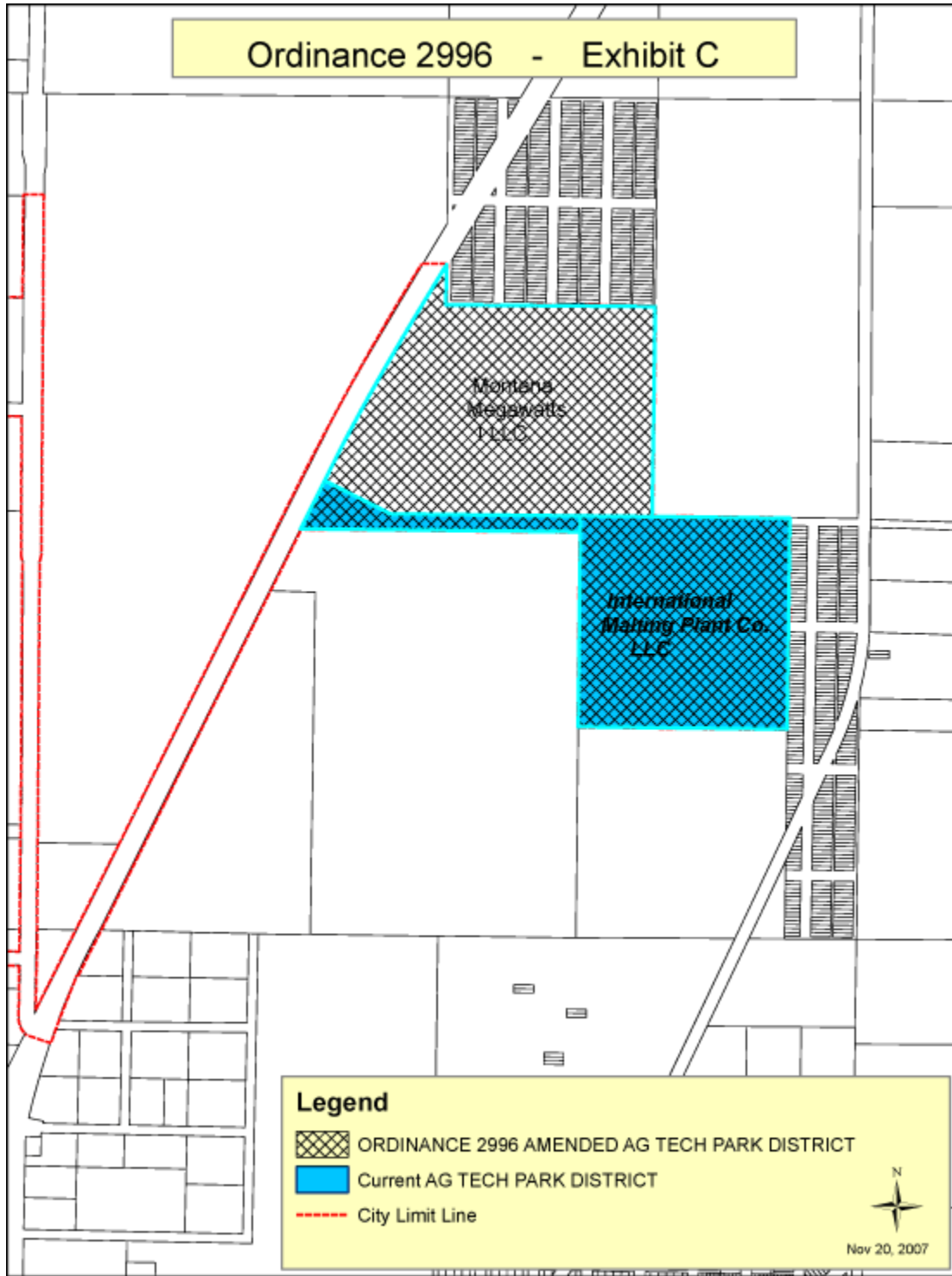
Commencing at the East Quarter Corner of said Section 30; thence $N89^{\circ}28'41''W$ along the east-west mid-section line of said Section 30, a distance of 453.39 feet to the Northwest Corner of the First Broadway Addition to North Great Falls according to the official map on file in the records of Cascade County and Point of Beginning of the industrial tax increment district herein described: thence $S00^{\circ}37'48''W$ along the west line of said First Broadway Addition to North Great Falls, a distance of 1325.50 feet; thence $N89^{\circ}35'17''W$, a distance of 1321.42 feet; thence $N00^{\circ}40'34''E$, a distance of 1228.04 feet; thence $N89^{\circ}28'41''W$, a distance of 1766.61 feet to the southeasterly right-of-way of US Highway 87, Project Number FAP 149-F(3), according to the as-built right-of-way plans on file in the records of the Montana Department of Transportation; thence $N26^{\circ}35'47''E$, along said southeasterly right-of-way, a distance of 339.89 feet; thence $S63^{\circ}24'13''E$, a distance of 467.08 feet; thence $S89^{\circ}28'41''E$, a distance of 2,518.28 feet to the Point of Beginning, containing in all 45.457 acres.

The above described area is platted as Lots 2 and 4, Block 1, International Malting Company, LLC Addition.

EXHIBIT C

Map of Revised

Central Montana Agricultural and Technology Park Tax Increment District



AGENDA REPORT

DATE December 4, 2007

ITEM CDBG & HOME Grant/Consolidated Plan Community Needs Public Hearing

INITIATED BY Community Development Staff

ACTION REQUESTED Conduct Public Hearing

PREPARED & PRESENTED BY Chris Imhoff, CDBG/HOME Administrator

REVIEWED & APPROVED BY Mike Rattray, Community Development Director

- - - - -

RECOMMENDATION:

Staff recommends the City Commission conduct the Consolidated Plan community needs public hearing required for the Community Development Block Grant and HOME Grant programs.

MOTION:

No action required.

SYNOPSIS:

The purpose of this Consolidated Plan community needs public hearing is to allow the citizens, especially lower income citizens of Great Falls, an opportunity to advise the City Commission of the community's issues. Ideas are encouraged regarding how federal grant funds can be used to address these issues and help eliminate needs. The comments heard at this public hearing will be considered by the City Commission in allocating the 2008/2009 Community Development Block Grant and HOME Grant funds.

This hearing is not meant to be a format for agencies to lobby for their respective Community Development Block Grant or HOME Grant funding applications. Instead, individuals are encouraged to speak to housing and non-housing community development issues in the City, and especially the effect of these issues on low and moderate income persons.

BACKGROUND:

A forum to obtain public input regarding the needs of the community is required by the U.S. Department of Housing & Urban Development in order for the City to secure federal grant dollars. The Citizen Participation Plan, adopted by the City Commission on December 19, 2006, stipulates a public hearing to allow citizens, especially lower income citizens, the opportunity to speak of the needs of the community, and to make recommendations to the City Commission of the use of the Community Development Block Grant and the HOME Grant funds to help address issues and eliminate needs.

CITY OF GREAT FALLS, MONTANA

AGENDA # 7

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

DATE December 4, 2007

ITEM Sale of City Owned Land, West ½ of Lot 1, Block 76, Original Townsite

INITIATED BY Community Development Department

ACTION REQUESTED Conduct Public Hearing and Approve Sale of Land

PREPARED & PRESENTED BY Mike Rattray, C.D. Director

REVIEWED & APPROVED BY Mike Rattray, C.D. Director

- - - - -

RECOMMENDATION:

Staff recommends the City Commission approve the following motion:

MOTION:

I move the City Commission approve the sale of the West ½ of Lot 1, Block 76, Original Townsite to Mr. Robert Bartram for \$12,510 and authorize the City Manager and staff to execute the necessary documents.

SYNOPSIS:

Recently a private party contacted city staff and expressed an interest in purchasing the half lot owned by the city which is located at the southeast corner of the intersection of Ninth Street North and Tenth Avenue North. The half lot is currently vacant and has not had a structure on it in many years. The bid opening was set for November 14, 2007 and the only bid received was submitted by Mr. Robert Bartram for \$12,510.

BACKGROUND:

The private party (Mr. Robert Bartram) contacted staff to express an interest in purchasing the property for the purpose of consolidating it with the adjoining lots to the east to allow for future development of the entire site. The minimum bid price for the property has been established at \$12,500, plus the city's administrative cost of preparing the property for sale. The value of the property was determined to be \$5.00 per square foot, minus 33% due to the fact that it is only a half lot and not a buildable site all by itself. A public notice of this bid opening was placed in the newspaper on November 4, 2007 for a bid opening to be conducted on November 14, 2007.

Attach: Public Notice (Not available online; on file in the City Clerk's Office.)

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

DATE December 4, 2007

ITEM Great Falls Dog Park

INITIATED BY Park & Recreation Department

ACTION REQUESTED Approve Dog Park Location

PREPARED BY: Jon Thompson, City Forester

PRESENTED BY: Marty Basta, Interim Park & Recreation Director

- - - - -

RECOMMENDATION:

Staff recommends 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.

MOTION:

“I move 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.”

SYNOPSIS:

The Great Falls Animal Foundation has requested that the City provide land for locating the first Dog Park in Great Falls. Several park and City property parcels were reviewed for public accessibility, proximity to Rivers Edge Trail, existing infrastructure, topography and possible conflicts with other uses in the area. The proposed location meets those and other criteria. Staff believes that the proposed location should be approved to allow the Great Falls Animal Foundation to construct the Great Falls Dog Park.

BACKGROUND:

Dog Parks are areas specifically designed and designated for the use of dogs and their owners. Dog Parks provide a place where dogs can socialize, exercise, play and legally and safely run off leash. Currently there are over 700 public dog parks in communities throughout the United States. In Montana, Bozeman and Missoula are the only cities which currently provide public dog parks. The Animal Foundation estimates that in Great Falls there are over 22,000 people which own at least one dog.

The Animal Foundation of Great Falls formed in 2002 with the mission of raising funds to build a new animal shelter and dog park in Great Falls. Beginning in June of 2004, Animal Foundation representatives and City staff met over a three month period to review potential sites and determine the most appropriate location for a Dog Park. At least five City and Park property parcels were reviewed for size, location, proximity to River’s Edge trail, accessibility, existing infrastructure, visibility, topography, zoning and possible conflicts with other uses in the area. In August of 2004, the site location committee determined that the City owned land adjacent to River Drive North between 6th and 9th Streets North best met the location criteria and was recommended as the site for the dog park.

In September of 2007, the Dog Park Committee of the Great Falls Animal Foundation began meeting with City of Great Falls Park and Recreation staff to develop conceptual design plans, operation and maintenance plans and cost estimates for the proposed site. Conceptually, the dog park would be a City park open to the public. The Great Falls Animal Foundation has agreed to fund construction of the dog park and the City of Great Falls Park and Recreation Department has agreed to provide ongoing maintenance with operational assistance from the Animal Foundation. The development committee has been meeting bi-monthly since that time to further refine the plans. If approved, it is anticipated that the site could be developed and the dog park operational by August of 2008.

The Park and Recreation Board approved the location for the Great Falls Dog Park at its November 19, 2007 board meeting.

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

DATE December 4, 2007

ITEM Resolution 9714, Intent to Annex Segment of Burlington Northern and Santa Fe Railroad Right-of-Way Along 14TH Street Southwest and Ordinance 2995 to Assign City Zoning to Same

INITIATED BY: City Administration

ACTION REQUESTED Commission Adopt Resolution 9714, which sets Public Hearing For January 8, 2008, and Accept Ordinance 2995 on First Reading and Set Hearing

PREPARED BY Charles Sheets, Planner I

APPROVED & PRESENTED BY Benjamin Rangel, Planning Director

- - - - -

RECOMMENDATION:

The City Planning Board has recommended the City Commission annex a segment of Burlington Northern and Santa Fe Railroad Right-of-Way (BNSF R/W) along 14th Street Southwest and the City Zoning Commission has recommended the City Commission assign a zoning classification of C-2 General commercial district to the unincorporated segment of BNSF R/W, upon annexation to the City.

MOTION: (Each motion to be separately considered)
“I move the City Commission adopt Resolution 9714.”

and

“I move the City Commission accept Ordinance 2995 on first reading and set a public hearing for January 8, 2008, to consider adoption of Ordinance 2995.”

SYNOPSIS:

Resolution 9714 sets a public hearing for January 8, 2008, to consider annexation of a segment of BNSF R/W to the City of Great Falls. Ordinance 2995 assigns a zoning classification of C-2 General commercial district to the unincorporated segment of BNSF R/W, upon annexation of same to City.

BACKGROUND:

A segment of BNSF R/W located along 14th Street Southwest, between Interstate Spur 315 and Park Garden Road, and described in Certificate of Survey S-0004499, has never been annexed into the City. The right-of-way is 11.762 acres in size and is contiguous to the City Limits.

Please refer to the attached reduced copy of the Certificate of Survey prepared for the annexation and Exhibit “A” attached to Ordinance 2995.

Although annexation of the right-of-way will also address the City Commission interest to annex unincorporated enclaves into the City, Section 7-2-4301, M.C.A., “Annexation of Contiguous Land” will be applied. The statute allows city’s to annex land, if the land is adjacent to the city, including land used for railroad purposes (7-2-4314, M.C.A.).

The properties surrounding the unincorporated right-of-way are single-family residences along the eastern boundary and a motel and road right-of-way along the western boundary.

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

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

As the annexation involves an operating rail line, the zoning assignment doesn't have too much application. However, it does make sense to assign zoning classifications that are compatible with the most prevalent zoning districts bordering the corridor being annexed, specifically, C-2 General commercial district.

On November 13, 2007, the Planning Board/Zoning Commission conducted a joint public hearing on annexing and establishing City zoning on the segment of BNSF R/W. At the conclusion of the public hearing, the Planning Board unanimously recommended the City Commission approve the subject annexation and the Zoning Commission unanimously passed a motion recommending the City Commission approve establishing a City zoning classification of C-2 General Commercial district to the unincorporated segment of BNSF R/W.

It is anticipated the City Commission, following the public hearing on January 8, 2008, will consider an annexation resolution, simultaneously with Ordinance 2995.

Attach: Resolution 9714
Ordinance 2995
Reduced Copy of Certificate of Survey

Cc: Burlington Northern and Santa Fe Railroad Co., C/O Source Net Solutions, P.O. Box 3004,
College Station, TX 77842-3054
Burlington Northern and Santa Fe Railroad Co., C/O David Pavlicek - Roadmaster, 620 5th
Avenue SW, Great Falls, MT 59404

RESOLUTION 9714

A RESOLUTION OF INTENTION BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, TO EXTEND SAID CITY BOUNDARIES TO INCLUDE A SEGMENT OF BURLINGTON NORTHERN AND SANTA FE RAILROAD RIGHT-OF-WAY, LOCATED ALONG 14TH STREET SOUTHWEST, IN SECTION 15, TOWNSHIP 20 NORTH, RANGE 3 EAST, M.P.M. CASCADE COUNTY, MONTANA, IN ACCORDANCE WITH THE PROVISIONS OF SECTION 7-2-4311, MONTANA CODE ANNOTATED

* * * * *

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

WHEREAS, there is contiguous to said City, but outside the boundaries thereof, a segment of the Burlington Northern and Santa Fe Railroad Right-of-Way, located along 14th Street Southwest, in Section 15, Township 20 North, Range 3 East, M.P.M. Cascade County, Montana, containing 11.762 acres, all as shown on the Certificate of Survey filed the 15th day of October, 2007 under S-0004499 in the Clerk and Recorder's Office of Cascade County, Montana; and,

WHEREAS, Section 7-2-4311, Montana Code Annotated, provides that whenever any unplatted land that has been surveyed and for which a certificate of survey has been filed, may be incorporated and included in the municipality to which it is contiguous.

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

That in its judgment it will be to the best interest of said City of Great Falls and the inhabitants thereof that the boundaries of said City of Great Falls shall be extended so as to include: "A SEGMENT OF BURLINGTON NORTHERN AND SANTA FE RAILROAD RIGHT-OF-WAY, IN SECTION 15, TOWNSHIP 20 NORTH, RANGE 3 EAST, M.P.M. CASCADE COUNTY, MONTANA."

BE IT FURTHER RESOLVED BY SAID CITY COMMISSION: That Tuesday, the 8th day of January, 2008, at 7:00 P.M., in the Commission Chambers at the Great Falls Civic Center, Great Falls, Montana, be and the same is hereby set as the time and place for a public hearing at which time the Great Falls City Commission shall hear all persons and all things relative to the proposed annexation of "A SEGMENT OF BURLINGTON NORTHERN AND SANTA FE RAILROAD RIGHT-OF-WAY, IN SECTION 15, TOWNSHIP 20 NORTH, RANGE 3 EAST, M.P.M. CASCADE COUNTY, MONTANA."

BE IT FURTHER RESOLVED BY SAID CITY COMMISSION that the City Clerk of said City shall, at the aforesaid public hearing before the said City Commission and after expiration of a twenty (20) day period following the first publication of notice of passage of this Resolution, lay before the City Commission all communications in writing by her so received pertaining to said annexation.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on this 4th day of December, 2007.

Dona R. Stebbins, Mayor

ATTEST:

Lisa Kunz, City Clerk

(CITY SEAL)

APPROVED FOR LEGAL CONTENT:

David V. Gliko, City Attorney

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

I, Lisa Kunz, City Clerk of the City of Great Falls, Montana, do hereby certify that the foregoing Resolution 9714 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 4th day of December, 2007.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said City this 4th day of December, 2007.

Lisa Kunz, City Clerk

(CITY SEAL)

ORDINANCE 2995

AN ORDINANCE ASSIGNING A ZONING CLASSIFICATION OF C-2
GENERAL COMMERCIAL DISTRICT TO A SEGMENT OF
BURLINGTON NORTHERN AND SANTA FE RAILROAD RIGHT-
OF-WAY ALONG 14TH STREET SOUTHWEST, IN SECTION 15,
TOWNSHIP 20 NORTH, RANGE 3 EAST, M.P.M. CASCADE
COUNTY, MONTANA

* * * * *

WHEREAS, a segment of Burlington Northern and Santa Fe Railroad right-of-way located along 14th Street Southwest, between Interstate Spur 315 and Park Garden Road, and described in Certificate of Survey S-0004499, has never been annexed into the City; and,

WHEREAS, the annexation involves an operating rail line, wherein zoning is normally dictated by the most prevalent zoning districts bordering the corridor being annexed; and,

WHEREAS, the Great Falls Zoning Commission, at the conclusion of a public hearing held November 13, 2007, passed a motion recommending the City Commission of the City of Great Falls assign a zoning classification of C-2 General commercial district, as depicted on the zoning map attached hereto as Exhibit "A" and by this reference made a part hereof; and,

WHEREAS, notice of assigning a zoning classification of C-2 General commercial district to the segment of railroad right-of-way, was published in the Great Falls Tribune advising that a public hearing on this zoning designation would be held on the 8th day of January, 2008, before final passage of said Ordinance herein; and,

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

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

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

Section 2. That the zoning of a segment of the Burlington Northern and Santa Fe Railroad Right-of-Way, in Section 15, Township 20 North, Range 3 East, M.P.M. Cascade County, Montana, containing 11.762 acres, be designated as C-2 General commercial district, as depicted on the attached Exhibit "A".

Section 3. This ordinance shall be in full force and effect either thirty (30) days after its passage and adoption by the City Commission or upon filing in the office of the Cascade County Clerk and Recorder the resolution annexing a segment of the Burlington Northern and Santa Fe Railroad Right-of-Way, in Section 15, Township 20 North, Range 3 East, M.P.M. Cascade County, Montana, into the corporate limits of the City of Great Falls, Montana, whichever event shall occur later.

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

Dona R. Stebbins, Mayor

ATTEST:

Lisa Kunz, City Clerk

(CITY SEAL)

APPROVED FOR LEGAL CONTENT:

David V. Gliko, City Attorney

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

I, Lisa Kunz, City Clerk of the City of Great Falls, Montana, do hereby certify that the foregoing Ordinance 2995 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.

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

(CITY SEAL)

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

I, Lisa Kunz, being first duly sworn, deposes and says: That on the 8th day of January, 2008, and prior thereto, I was the City Clerk of the City of Great Falls, Montana; that as said City Clerk I did publish and post as required by law and as prescribed and directed by the Commission, Ordinance 2995 of the City of Great Falls, in three conspicuous places within the limits of said City to-wit:

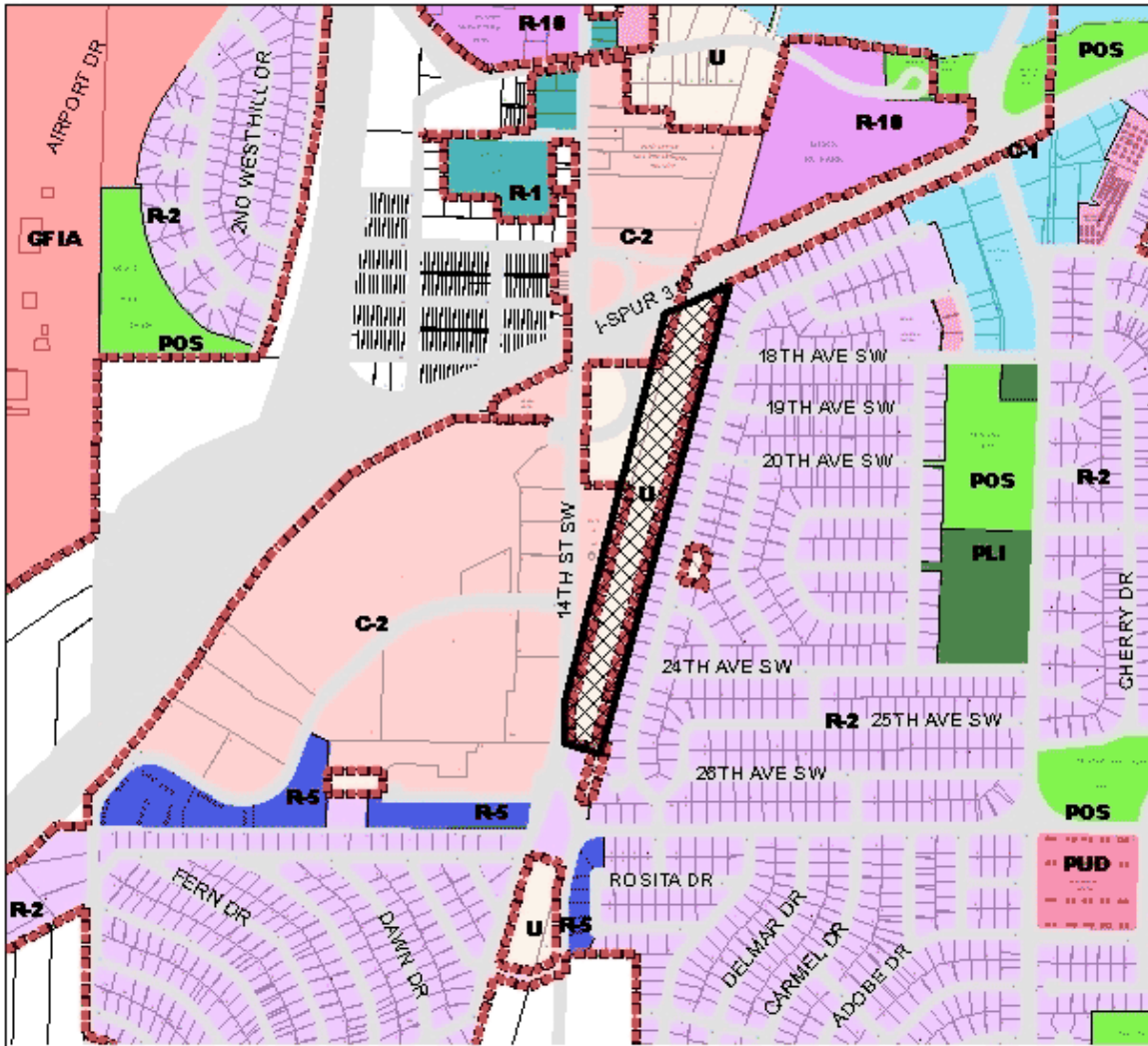
- On the Bulletin Board, first floor, Civic Center Building;
- On the Bulletin Board, first floor, Cascade County Court House;
- On the Bulletin Board, Great Falls Public Library

Lisa Kunz, City Clerk

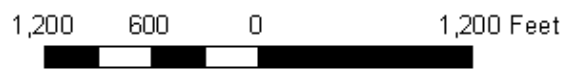
(CITY SEAL)

EXHIBIT "A"

VICINITY/ZONING MAP



- PORTION OF BURLINGTON NORTHERN AND SANTA FE RAILROAD RIGHT-OF-WAY TO BE ANNEXED TO THE CITY AND BE ASSIGNED A CITY ZONING CLASSIFICATION OF C-2 GENERAL COMMERCIAL DISTRICT
- City Limits
- R-10 Mobile home park
- PUD Planned unit development
- R-1 Single-family suburban
- C-1 Neighborhood commercial
- GFIA Great Falls International Airport
- R-2 Single-family medium density
- C-2 General commercial
- U Unincorporated enclaves
- R-5 Multi-family medium density
- PLI Public Lands and Institutional
- Tracts of land outside City
- R-6 Multi-family high density
- POS Parks and Open Space



CERTIFICATE OF SURVEY

**A PORTION OF THE BURLINGTON NORTHERN AND SANTA FE RAILROAD RIGHT-OF-WAY
LOCATED IN SECTION 15, TOWNSHIP 20 NORTH, RANGE 3 EAST, M.P.M.,
CASCADE COUNTY, MONTANA.**

THE PURPOSE OF THIS SURVEY IS TO DESCRIBE A PORTION
OF THE BNSF RAILROAD RIGHT-OF-WAY FOR ANNEXATION TO
THE CITY OF GREAT FALLS.

PROPERTY OWNER OF RECORD, BURLINGTON NORTHERN AND SANTA FE RAILWAY.

The purpose of this survey is to describe a portion of the B. N. S. F. railroad right-of-way for annexation into the city of Great Falls and no tract of land is being created. This survey does not divide, change or aggregate any existing boundaries of record, therefore this survey is exempt from review as a subdivision.

LEGAL DESCRIPTION (B. N. S. F. Railroad right-of-way, Tract No. 1)

B. N. S. F. Railroad right-of-way located in Section 15, Township 20 North, Range 3 East, M.P.M., Cascade County, Montana, said tract being more fully described as follows, to-wit:
Commencing at the South ¼ Corner of Section 15, Thence N. 19°47'37" E. a distance of 499.06 feet, to a point on the easterly right-of-way line of the said Burlington Northern and Santa Fe Railroad right-of-way, and the southerly line of an abandoned county road;
Thence N. 14°00'00" E. a distance of 2,654.26 feet, along said easterly right-of-way line, and the west line of the Montana Addition to the City of Great Falls, to a point on the southerly right-of-way line of US Highway No. 91;
Thence S. 63°12'30" W. a distance of 264.17 feet, along said southerly right-of-way line of US Highway No. 91, to a point on the westerly right-of-way line of the said Burlington Northern and Santa Fe Railroad right-of-way line;
Thence S. 14°00'00" W. a distance of 2,469.15 feet, along said westerly right-of-way line, to the south line of the said abandoned county road.
Thence S. 72°25'00" E. a distance of 200.39 feet, along said northerly line, to the point of beginning, containing an area of 11.762 acres.

CERTIFICATE OF THE CASCADE COUNTY TREASURER

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

Date: 10/15/07
Jess Anderson, County Treasurer of Cascade County, Montana.



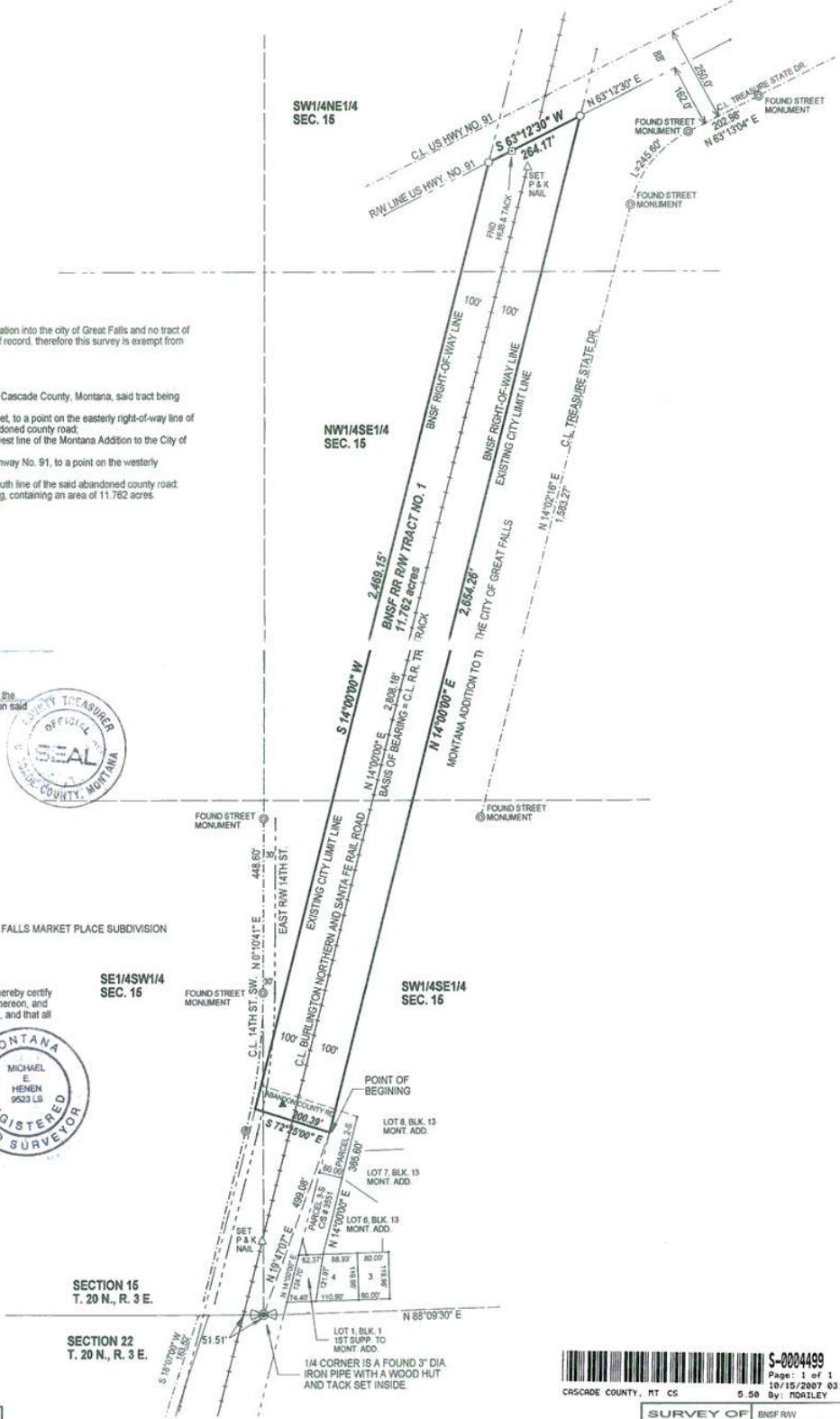
CERTIFICATE OF REGISTERED LAND SURVEYOR

I, Michael E. Henen, Registered Professional Land Surveyor, Montana License No. 9523 L.S., do hereby certify that in August of 2007, I performed the land survey and created the accompanying plat as shown hereon, and that all was done in accordance with the provisions set forth in Sections 76-3-402 and 403, M.C.A., and that all monuments shown are of the character and occupy the position shown thereon.

Date: 8/20/07
Michael E. Henen, R. P. L. S.
Montana License No. 9523 L.S.



POINT LEGEND
○ = CALCULATED POSITION (NO MON. SET)
⊙ = 1/4 CORNER, AS NOTED.



SECTION 15
T. 20 N., R. 3 E.

SECTION 22
T. 20 N., R. 3 E.

APPROVED
City-County Health Dept.
Great Falls, Montana
Date: 10-15-07

**APPROVED FOR COMPLIANCE WITH
SUBDIVISION REQUIREMENTS ONLY**

CRASCAD COUNTY, MT CS 5.50
S-0004499
Page: 1 of 1
10/15/2007 03:02
By: FORBLEY

SURVEY OF		BNSF RW	
PROJECT NAME:		RR RW MONT ADD. PCS	
1/4	SEC.	TWN.	RG.
NE	15	20 N.	3 E.

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

AGENDA REPORT

DATE December 4, 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 December 18, 2007.

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 December 18, 2007.

SYNOPSIS:

Ordinance 2993 would revise the current Special Business License Title 5.3.7.720 for ambulance transport companies and create a new article, Title 8.9 Emergency Medical Services. These revisions will improve the safety and stability of the EMS system by establishing provisions for an ambulance service performance contract, designed to develop training standards, safety requirements, and billing practices. Additionally, these changes would solidify the current fractured EMS infrastructure into a cohesive EMS system.

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.

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, Bill Beecher and John Rosenbaum. Also present were the City Manager, Assistant City Manager, City Attorney, Directors of Fiscal Services, Community Development, and Planning, Acting Directors of Public Works and Park and Recreation, the Police Chief, Assistant Fire Chief, and City Clerk.

NEIGHBORHOOD COUNCILS

1. There were no reports or announcements from Neighborhood Council representatives.

PUBLIC HEARINGS

Res. 9705 and Ord. 2992, annexation and zoning for Segments of 6th Street Southwest and Interstate Spur 315. Adopted.

2A. RESOLUTION 9705 ANNEXES SEGMENTS OF 6TH STREET SOUTHWEST AND INTERSTATE SPUR 315.

2B. ORDINANCE 2992 ASSIGNS ZONING CLASSIFICATIONS IN ACCORDANCE WITH TITLE 17-LAND DEVELOPMENT CODE, CHAPTER 8, SECTION 60, INTERPRETATION OF BOUNDARIES FOR LAND USE DISTRICTS.

Planning Director Ben Rangel reported that a segment of 6th Street SW, near the Sun River Bridge and a segment of Interstate Spur 315, between Exit 0 and Fox Farm Road are located outside of the City limits. These roadway rights of way are contiguous to the City. As such, State statute allows cities to annex government land, if the land is adjacent. This action will also address the Commission's interest to annex unincorporated enclaves into the City. The City has consent from the Montana Department of Transportation to annex the rights of way.

On October 6th, the Commission set public hearing for this evening. After conducting a joint public hearing, Mr. Rangel requested that the Commission adopt Resolution 9705, which would annex the rights of way and to adopt Ordinance 2992, which would assign zoning classifications similar to adjoining parcels.

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

Mayor Stebbins declared the public hearing open. No one spoke in favor of

or opposition to Resolution 9705 and Ordinance 2992.

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

Commissioner Hinz moved, seconded by Commissioners Beecher and Rosenbaum, that the City Commission adopt Resolution 9705.

Motion carried 5-0.

Commissioner Hinz moved, seconded by Commissioners Beecher and Rosenbaum, that the City Commission adopt Ordinance 2992.

Motion carried 5-0.

**Res. 9711, Safety
Inspection Certificate
Fees. Adopted.**

3. RESOLUTION 9711, SAFETY INSPECTION CERTIFICATE FEES.

Assistant Fire Chief Steve Hester reported that the safety inspection certificate fees cover a portion of the costs of approximately 3,200 fire code inspections conducted on an annual basis. Fees have seen minimal increases since inception, and this request is the first since 2004. All other fees in the resolution remain the same as in 2004. Fees for renewals are proposed to be an increase of 5% for the past four years.

Mayor Stebbins declared the public hearing open. No one spoke in favor of or opposition to Resolution 9711.

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

Commissioner Rosenbaum moved, seconded by Commissioner Beecher, that the City Commission adopt Resolution 9711.

Commissioner Hinz inquired how the increase came about. Mr. Hester responded that it was derived from the fuel costs to operate the apparatus, additional costs over the past four years for staffing and fuel.

Motion carried 5-0.

OLD BUSINESS

NEW BUSINESS

ORDINANCES/RESOLUTIONS

**Res. 9712, Montana
Board of Investments**

4. RESOLUTION 9712, MONTANA BOARD OF INVESTMENTS LOAN AGREEMENT FOR INSTALLATION OF THIRTEEN

**Loan Agreement.
Adopted.**

**CITY-OWNED RESIDENTIAL STREET LIGHTS IN EAGLES
CROSSING PHASE II & III, 1ST PHASE CONSTRUCTION.**

Fiscal Services Director Coleen Balzarini requested the Commission approve the loan agreement between the City of Great Falls and the Montana Board of Investments to pay for the cost of installing and constructing a new street lighting district that encompasses 13 city-owned residential street lights. The term is for 15 years and the interest rate is variable. The cost will be assessed to the property owners within the district.

Commissioner Beecher moved, seconded by Commissioner Rosenbaum, that the City Commission adopt Resolution 9712 and authorize the City Manager to execute the loan documents.

Mayor Stebbins inquired if there were any questions among the Commissioners.

Commissioner Jovick-Kuntz inquired if this agreement was also done with the previous phases, and Ms. Balzarini answered affirmatively with regard to this particular development.

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

Mary Jolley, 1910 2nd Avenue North, inquired why the \$46,000 loan included \$3,000 for City engineering services.

City Engineer Dave Dobbs answered that it is electrical engineering in nature. The City has registered engineers on staff, but not electrical engineers. It is specialized work and is typically done by consultants.

Motion carried 5-0.

**Res. 9716, Reschedule
City Commission Work
Sessions and Commission
Meetings in January,
2008. Adopted.**

**5. RESOLUTION 9716, RESCHEDULE REGULARLY
SCHEDULED CITY COMMISSION WORK SESSIONS AND
COMMISSION MEETINGS IN JANUARY OF 2008.**

Assistant City Manager Cheryl Patton reported that in order accommodate State law that dictates when the new commission can be sworn in, staff is recommending that the Commission meetings in January, 2008, be switched from the first and third Tuesdays to the second and fourth Tuesdays. This will still allow for one week in between Commission meetings and can get back on schedule in February.

Commissioner Beecher moved, seconded by Commissioner Hinz, that the City Commission adopt Resolution 9716.

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

responded.

Motion carried 5-0.

Res. 9717, Intent to Amend Boundaries of Tax Increment District for Montana Agricultural and Technology Park. Adopted Res. 9717 and accepted Amending Ord. 2996 on first reading, and set public hearing and final reading for December 4, 2007.

6. RESOLUTION 9717, INTENT TO AMEND BOUNDARIES OF TAX INCREMENT DISTRICT FOR AGRICULTURAL.

Fiscal Services Director Coleen Balzarini reported that in May of 2005 a tax increment district was created in the Ag Tech Industrial Park area. Many of the properties in that area that are proposed to be incorporated into an industrial park, are not annexed. As the properties are annexed it has been the intent to expand the boundaries of that district to accommodate the cost of water, wastewater improvements and roadway improvements. The primary purpose of creating this district was to acquire the rail spur so that it would be available to any of the occupants of the district in the future. At this point it is owned by the malting facility and it is willing to turn that over to public ownership. Montgomery Energy was annexed at the last Commission meeting. So, this resolution allows the City to expand the district because of that annexation to encompass the Montgomery Energy property and to capture the incremental increase in taxes that will occur as they construct that project. This resolution sets the public hearing and approves first reading of the ordinance that expands the district boundaries.

Commissioner Rosenbaum moved, seconded by Commissioners Beecher and Hinz, that the City Commission adopt Resolution 9717, accept amending Ordinance 2996 on first reading and set public hearing and final reading for December 4, 2007.

Mayor Stebbins inquired if there was any comment from the public regarding Resolution 9717.

Ron Gessaman, 1006 36th Avenue N.E., stated the map includes a part of the highway, and inquired why.

Ms. Balzarini answered that, by including a part of the highway, it encompasses all of the property by going to the midline of the highway itself. As this contiguous line of property is created, the highway will be incorporated into that. In addition, if the City participates in additional improvements in that highway area in the future as everything develops, that puts it into the tax increment district and allows the City to use tax increment dollars for those improvements.

Brett Doney, 3048 Delmar Drive, stated he supports Montgomery Energy project as it is a move forward with the industrial park and anticipates further expansion.

Motion carried 5-0.

**Consent Agenda.
Approved as printed.**

CONSENT AGENDA

7. Minutes, November 6, 2007, Commission meeting.
8. Total Expenditures of \$1,367,488 for the period of October 30 through November 14, 2007, to include claims over \$5,000, in the amount of \$1,102,609.
9. Contracts list.
10. Set public hearing for December 4, 2007, for CDBG/HOME Community Needs.
11. Set public hearing for December 4, 2007, for consideration of sale of city-owned land, west ½ of Lot 1, Block 76, Original Townsite.
12. Approve Escrow Agreement with the Montana Department of Transportation and the Montana Board of Investments regarding reconstruction of 2nd Avenue North, Park Drive to 15th Street.

Commissioner Beecher moved, seconded by Commissioner Rosenbaum, 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. No one responded.

Motion carried 5-0.

BOARDS & COMMISSIONS

13. REAPPOINTMENT, ELECTRIC CITY POWER, INC. BOARD OF DIRECTORS.

**Robert Pancich
reappointed to Electric
City Power, Inc. Board of
Directors.**

Request to reappoint Robert Pancich to the Electric City Power, Inc. Board of Directors for a six year term through December 31, 2013.

Commissioner Beecher moved, seconded by Commissioner Rosenbaum, that the City Commission reappoint Robert Pancich to the Electric City Power, Inc. Board of Directors for a six year term through December 31, 2013.

Mayor Stebbins inquired if there was any comment from the public regarding the reappointment of Mr. Pancich.

Ron Gessaman, 1006 36th Avenue N.E., stated that he did not believe Mr. Pancich deserves reappointment; that he does a poor job in that he hasn't followed the by-laws, doesn't know the articles of incorporation and isn't here tonight to represent himself.

George Golie, 316 20th Avenue South, served with Mr. Pancich for the last two years on the Electric City Power Board. Mr. Golie believes Mr. Pancich is more than qualified to serve on that Board, has attended every

meeting except one, built relationships with electrical parties in the state, has done a good job, is an asset, and has been responsive to everyone that has come before the Board.

Mary Jolley, 1910 2nd Avenue North, requested the Commission give Mr. Pancich direction to pay attention to the by-laws and City codes, and for ECPI to sustain itself.

Commissioner Hinz added that Mr. Pancich is an asset in that he has a good working relationship with the Montana Board of Investments and worked decades in the banking business.

Motion carried 5-0.

14. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

CITY MANAGER

15. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

CITY COMMISSION

16. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

Commissioner Beecher brought the public up to date on the process of selecting a new City Manager.

PETITIONS AND COMMUNICATIONS

17. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

Mayor Stebbins opened the meeting to Petitions and Communications.

17A. Brett Doney, 3048 Delmar Drive, on behalf of the Great Falls Development Authority, advised that he has been working with the Air Force on the coal to liquid refinery. The Board of Directors voted unanimously this morning to recommend that the City Commission and County Commission jointly appoint a task force and urged that they involve members of the Committee of Eighty, the Chamber, the Development Authority, as well as a representative of the Governor. The Air Force is working on a Conceptual Opportunity Study, a preliminary feasibility study, which they expect to be completed by December.

Commissioner Jovick-Kuntz inquired if there is going to be a public process since this is on federal land.

Mr. Doney responded that is why they felt a City/County appointed task force that would meet in public would have greater standing in working the state

**City/County Appointed
Task Force.**

and federal agencies. There are issues with it being on federal property. This would be done under an enhanced use lease.

ADJOURNMENT

Adjourn.

There being no further business to come before the Commission, **Commissioner Beecher moved, seconded by Commissioner Rosenbaum that the regular meeting of November 20, 2007, be adjourned at 7:30 p.m.**

Motion carried 5-0.

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 CHECK RUN FOR NOVEMBER 21, 2007	792,829.26
MASTER ACCOUNT CHECK RUN FOR NOVEMBER 28, 2007	547,852.39
MUNICIPAL COURT ACCOUNT CHECK RUN FOR NOVEMBER 16, 2007	44,560.30
MUNICIPAL COURT ACCOUNT CHECK RUN FOR NOVEMBER 21, 2007	2,356.00
WIRE TRANSFERS FROM NOV-6-12, 2007	124,907.65
WIRE TRANSFERS FROM NOV 13-19, 2007	39,506.14
WIRE TRANSFERS FROM NOV 20-26, 2007	<u>56,715.51</u>
TOTAL: \$	<u>1,608,727.25</u>

GENERAL FUND

PARK & RECREATION

MOUNTAIN VIEW CO-OP	FERTILIZER/ HERBICIDE	7,320.00
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SPECIAL REVENUE FUND

POLICE SPECIAL

NEW WORLD SYSTEMS INC	CONTRACT MOBILE SOFTWARE	8,750.00
NEW WORLD SYSTEMS INC	CONVERSION COSTS	19,510.20

STREET DISTRICT

DICKMAN EXCAVATING	STREET SANDING MATERIAL	43,103.29
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FEDERAL BLOCK GRANTS

AGENCY ON AGING	HOME MEAL DELIVERY FOOD	5,216.43
KUGLIN DAVID W	OF 1507.1 HANDICAP RAMPS SPLIT	9,721.95
GREAT WESTERN PARK & PLAYGROUND	BLOOMINGDALE PLAY STRUCTURE	19,950.42

CAPITAL PROJECTS

GENERAL CAPITAL

MT DEPT OF REVENUE	OF 1501 POOLS, SPLASHDECKS	5,450.80
JAMES TALCOTT CONSTRUCTION	OF 1501 POOLS, SPLASHDECKS	539,629.75
INTERSTATE ENGINEERING	OF 1501 POOLS, SPLASHDECKS	16,213.14
DICK OLSON CONSTRUCTION INC	DOOR FOR LARGE OBJECT	12,305.20

ENTERPRISE FUNDS

WATER

SHUMAKER TRUCKING & EXCAVATING THATCHER CO	OF 1492.1 MT OLIVET WATER MAIN LIQUID ALUMINUM SULFATE	13,876.06 9,989.90
DICK ANDERSON CONSTRUCTION MT DEPT OF ENVIRONMENTAL QUALITY PHILLIPS CONSTRUCTION	OF 1332.2 FLOCCULATION BASIN WATER SERVICE CONNECTIONS 7TH & 3RD AVE N WATER REPLACE	5,435.10 39,600.00 88,082.42

STORM DRAIN

PHILLIPS CONSTRUCTION KUGLIN DAVID W	OF 1246.1 MILWAUKEE STORM DRAIN OF 1507.1 HANDICAP RAMPS SPLIT	43,268.41 2,868.52
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SANITATION

UNITED MATERIALS	OF 1494.1 SUNNYSIDE WATER	204,463.72
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PARKING

APCOA/ STANDARD PARKING	DEC 2007 COMPENSATION DUE	18,508.67
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INTERNAL SERVICES FUND

HEALTH INSURANCE

BLUE CROSS/BLUE SHIELD	GROUP & HMO CLAIMS NOV 6-12, 2007	124,907.65
BLUE CROSS/BLUE SHIELD	GROUP & HMO CLAIMS NOV 13-19, 2007	39,506.14
BLUE CROSS/BLUE SHIELD	BCBS ADMIN & REINS FEES	40,685.98
BLUE CROSS/BLUE SHIELD	GROUP & HMO CLAIMS NOV 20-26 2007	56,715.51

FISCAL SERVICES

JUNKERMIER CLARK CAMPANELLA &	6/30/07 CAFR AUDIT	10,000.00
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INFORMATION TECHNOLOGY

HEWLETT PACKARD	DL380 G5 FOR IT	5,076.00
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CENTRAL GARAGE

MOUNTAIN VIEW CO-OP	DIESEL & UNLEADED FUEL	33,095.20
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FACILITY SERVICES

DICK OLSON CONSTRUCTION	MEN'S RESTROOM MODIFICATION	19,069.13
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BLANKET PURCHASE ORDERS

MUNICIPAL COURT

CITY OF GREAT FALLS

FINES & FORFEITURES

43,030.30

CLAIMS OVER \$5000 TOTAL:

\$ 1,485,349.89

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

**AGENDA: 13
DATE: December 4, 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	Public Works/ Engineering	Apple Valley Backhoe Service	11/2007 - 12/2008	513-3165-535-9319 Project #350704	\$12,799.60	Replace a sewer service at 4108 6 th Avenue South to eliminate repeated insurance claims OF 1425.8
B	Public Works	Palagi Plumbing	11/2007 - 12/2008	513-3165-535-9319 Project #350704	\$7,187	Replace a sewer service at 4108 6 th Avenue South to eliminate repeated insurance claims OF 1425.8
C	Planning	Montana Department of Transportation (MDT)	FY – 2008	CTEP	Project - \$54,281.34 CTEP funds-\$53,006.47 Local match -\$1,274.87	Approve project agreement with MDT for CTEP project Missouri River Scenic AQ- GTF
D	Public Works	McKay Rowen Associates	Immediate		\$1,750 (not to exceed)	Summary Appraisal Report for the "Pipe Storage Yard" at 6 th Street N.E.
E	Police Department	New World Systems	Immediate		\$140/per hour	Upgrade to 8.0 software and

					Estimated total \$5,600	additional training.
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**CITY OF GREAT FALLS, MONTANA
AGENDA REPORT**

**AGENDA # 14
DATE: December 4, 2007**

ITEM Set Public Hearing on Resolution 9708; to Establish Water, Sewer and Storm Drain Utility Service Rates and Fees

INITIATED BY Bond Covenant Requirements and Capital Improvement Needs

ACTION REQUESTED Set Public Hearing on Resolution 9708; to Establish Water, Sewer and Storm Drain Utility Service Rates and Fees

PREPARED BY Martha Capps, Operations Supervisor

APPROVED BY Coleen Balzarini, Fiscal Services Director

RECOMMENDATIONS: Staff recommends the City Commission set a public hearing on proposed water, sewer, and storm drain utility service rates and fees for the regular commission meeting on January 22, 2008.

MOTIONS: I move the City Commission set a Public Hearing for 7:00p.m., January 22, 2008 to receive public comment on Resolution 9708, addressing the proposed rates and fees for the water, sewer and storm drain utility services.

SYNOPSIS: Each year, staff reviews and analyzes the financing needs of the water, sewer, and storm drain funds. The review allows us to insure the City has the funding necessary to finance day to day operations, and provide for any capital improvements, emergency main breaks, or replacements. These funds also provide the financing to run the Water and Waste Water Treatment Plants effectively. Adjustments in utility rates are necessary to provide adequate revenue to meet annual operating requirements, finance the capital improvements program, meet debt service coverage requirements and to maintain appropriate reserves.

The Black & Veatch Management Consultants study done in April of 2001 provided the City with a ten year guideline of minimal, but necessary rate increases, based on annual averages of 3.0% inflation, 0.5% growth, capital reserves of \$500,000 and required minimum debt service coverage of 125%. The annual growth of consumption (system usage) is based on recent historical trends.

Comparisons of current versus proposed charges, rate and fee structures are attached. With the proposed rates beginning February 5, 2008, the average residential utility bill will increase approximately 4% or \$1.79. This is derived from a water and sewer utility service increase of 5.0%, each, and no increase in the storm drain utility service rate.

BACKGROUND: Attached are:

1. Calendar for Water, Sewer and Storm Drain Review
2. Rate Increase History for the Water, Sewer and Storm Drain Funds, and Ordinance 2623 excerpts, showing the bond covenants for reporting and maintenance of rates.
3. Current versus proposed charges, rate and fee structures
4. The Proposed Notice for Publication
5. Resolution 9708 to Establish Water, Sewer, and Storm Drain Utility Service Fees and Rates with appendices.

RESOLUTION 9708
TO ESTABLISH WATER, SEWER, AND STORM DRAIN RATES AND FEES

A RESOLUTION TO ESTABLISH WATER, SEWER, AND STORM DRAIN RATES AND FEES IN ACCORDANCE WITH 13.02.040 OCCGF, EFFECTIVE FEBRUARY 5, 2008

WHEREAS:

The City Commission of the City of Great Falls, met and conducted the hearing in the regular session on Tuesday, January 22, 2008 at the Civic Center, Great Falls, Montana, at 7:00 p.m. and did consider the cost of operation, equipment, facilities, debt service, and capital improvements for the Water, Sewer, and Storm Drain systems;

13.02.040 OCCGF states: "All rates or fees for use of the utility systems or for permits, licenses, connections or inspections shall be defined by resolution and approved by the City Commission. . ."

NOW, THEREFORE:

The City Commission of the City of Great Falls does hereby establish water, sewer, and storm drain rates and fees for City customers as follows:

Water, Sewer, and Storm Drain Utility Service Rates as shown in Appendix A
Water and Sewer Utility Service Fees as shown in Appendix B

Passed by the Commission of the City of Great Falls, Montana, on this 22nd day of January 2008.

Dona 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 9708 was placed on its final passage and adoption, and was passed and adopted by the City Commission of said City at a Regular Meeting thereof held on the 22nd day of January, 2008, and approved by the Mayor of said City, on the 22nd day of January, 2008.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said City, this 22nd day of January, 2008.

Lisa Kunz, City Clerk

(SEAL OF CITY)

CITY OF GREAT FALLS, MONTANA
Resolution No 9708, Appendix B
2008 UTILITY FEES

		Water Service Line Size (inches)										
		(3/4") 0.75	1.00	1.25	1.50	2.00	3.00	4.00	6.00	8.00	10.00	12.00
CONNECTION FEES												
WATER												
	2008	\$ 304	\$ 337	\$ -	\$ 410	\$ 444	\$ 669	\$ 860	\$ 1,333	\$ 2,227	\$ -	\$ 4,464

Fee shall be ADDED TO: General Plumbing Permit for extension to new buildings; or, Inspection Permits for larger diameter pipe.

SEWER

Single Family Residential

2008 | \$ 167 |

Commercial & Multi Family Units

2008 | \$ 167 | \$ 312 | \$ - | \$ 612 | \$ 1,286 | \$ 2,450 | \$ 4,415 | \$ 6,380 | \$ 9,788 | \$ 13,535 | \$ 18,830 |

Fee is IN ADDITION TO the Inspection Fee, and is for connection of service line to sewer line, which does not include installation. There is no fee for STORM SEWER connection.

Where one meter serves one multi-purpose development, either mobile home, multiple family housing units, local business, commercial, industrial, residential use zones or variance, the connection charge will be based upon the size of the water tap. If there is no water tap, the charge will be based upon the the sewage being discharged on the same ratio as for other sewer connections.

TAPPING FEES (Water)

Fee for any new or replacement tap being made on a water main.

1 to 5 taps Fee per Tap:

2008 | \$ 326 | \$ 343 | \$ - | \$ 517 | \$ 652 |

6 or more taps Fee per Tap:

2008 | \$ 292 | \$ 320 | \$ - | \$ 517 | \$ 652 |

INCLUDED in this fee is installation of a corporation stop on the main, and furnishing of corporation stop, curb stop and box. NOT INCLUDED, and to be BILLED EXTRA, is the cost of saddles, clamps and other extraneous fitting required for the tap.

INSPECTION FEES

Fees for inspection and approval of all water service work and all sewer connections under Title 13 OCCGF.

WATER Flat fee of :

2008 \$ 100 PLUS costs for test taps, testing equipment, overtime, and chemicals.

SEWER Flat fee of :

2008 \$ 100

RIGHT OF WAY PERMIT

(Water & Sewer)

Flat fee of :

2008 \$ 35

Fee for the Permit to be issued for any excavation in a dedicated right-of-way. (Formerly the Street Opening Permit.)

FIRE LINES

NEW Flat fee of :

2008 \$ 100

REPAIR Flat fee of :

2008 \$ 100

LICENCES -- DRAINLAYER

(Sewer)

Flat fee of :

2008 \$ 60

Fee for License to excavate, construct, or connect and sewer, drain or cesspool.

TURN ON/OFF

Flat fee of : After Hours

2008 \$ 35 2008 \$ 60

WATER TREATMENT PLANT (WTP)

Laboratory Fees	Akalinity	Hardness	pH	Specific Conductance	Total Coliform & E. coli. P/A	Total Coliform & E. coli.			HPC
						MPN	Turbidity	HPC	
2008	\$ 15	\$ 21	\$ 7	\$ 7	\$ 21	\$ 25	\$ 7	\$ 28	

WASTEWATER TREATMENT PLANT (WWTP)

Industrial Discharge Permit Application Fees

(Based upon Wastewater Discharge Quantity)

Gallons per Day (GPD)

	0 to 10,000	10,001 to 25,000	25,001 to 100,000	Over 100,000	+PLUS
2008	\$ 87	\$ 140	\$ 180	\$ 180	\$ 54

per 100,000 GPD, or portion thereof

Hauled Waste Disposal Fees

0 to 100 Gallons

2008 No Charge Disposal of wastes from holding tanks of privately owned recreational vehicles must be made directly from the RV, and must not exceed 100 gallons.

Over 100 Gallons

2008 \$ 19 per 1,000 gallons, or portion thereof, for hauled waste or all other discharges.

Additional Fees

Additional fees may be charged for necessary testing prior to acceptance of wastes classified as non-domestic or industrial in nature.

RESOLUTION 9708
Attachment 1

**2008 Water, Sewer, and Storm Drain
Rate Review Calendar**

Staff Meeting Analysis
Monday, OCTOBER 8, 2007

Staff Presentation to City Manager
Monday, OCTOBER 22, 2007

Presentation of Rate Analysis
Tuesday, DECEMBER 4, 2007
Commission Work Session

Set Public Hearing
Tuesday, DECEMBER 4 2007
City Commission Meeting

Publish Public Notices
1st Notice – Friday, DECEMBER 28, 2007
2nd Notice – Friday, JANUARY 4, 2008
3rd Notice – Friday, JANUARY 11, 2008

Mailed Notices
To the various utility billing districts during the period of
DECEMBER 26, 2007 THROUGH JANUARY 7, 2008

Public Hearing
Tuesday, JANUARY 22, 2008
City Commission Meeting

Commission Final Action
Tuesday, JANUARY 22, 2008
City Commission Meeting

Water, Sewer, and Storm Drain Rates Take Effect
At least ten days after final approval
FEBRUARY 5, 2008

RESOLUTION 9708
Attachment 2

**WATER, SEWER, STORM DRAIN FUNDS
REVENUE RATE INCREASE HISTORY**

UTILITY SERVICE RATE AND FEE INCREASES			
	Water (%)	Sewer (%)	Storm Drain (%)
1998	4.0	3.0	na
1999	0.0	0.0	na
2000	2.7	4.75	na
2001	3.0	8.1	na
2002	2.5	8.1	10.0
2003	2.0	8.1	10.0
2004	2.0	2.0	8.0
2005	2.0	1.0	1.0
2006	0.0	0.0	0.0
2007	5.0	5.0	0.0

For the 10 year period 1998-2007, the average rate increase is:

Water(%)	Sewer(%)	Storm Drain(%)
2.32	4.00	2.9

Rate Change Comparison

It is City practice to constantly keep up to date with regular, incremental rate changes while keeping in mind the difficulty that many customers have in making ends meet. Postponing rates often create a sudden return to reality when rates can no longer be ignored, and large rate increases are suddenly imposed.

	FY00	FY01	FY02	FY03	FY04	FY05	FY06	FY07
(in %)								
Special Assessments:								
Street Districts	0.0	10.0	0.0	3.2	10.0	10.0	10.0	10.0
Boulevard Districts	0.0	5.0	0.0	0.0	0.0	0.0	0.0	0.0
Sanitation								
Residential	0.0	0.0	0.0	3.0	0.0	3.0	3.0	4.5
Commercial	0.0	3.0	3.0	0.0	3.0	3.0	3.0	4.5

Other Charges and Fees Included

The water rate change also applies to Fire Hydrant charges. Fire hydrants are integral to the water system as a whole, and included as a monthly charge within the rate structure rather than a once a year special assessment. These water and sewer rate changes include water and sewer fees. Unlike other rates, fees do not have any impact upon monthly water and sewer bills. They are one time charges, such as; construction, repair or replacement of water services, fire lines, and sewer, water lab services, or repair of business fire lines.

Capital Improvement Program

The City maintains meticulous records, schedules and monitoring of the water and sewer systems. Theoretically, repair and replacement should be done according to the Capital Improvement Program (CIP). While the CIP is a useful benchmark and indicator of

priorities, it is not the only consideration. The City combines the CIP with maintenance records and current condition analysis to determine current financing needs.

Rate Change Notice

A Public Notice for utility rate changes must be published. 69-7-111, M.C.A requires a municipal rate hearing whenever municipal utility rates, charges, or classifications are to be changed, with procedures as follows:

1. Publish notice of hearing in a newspaper
 - a. First publication no more than 28 days prior to the public hearing
 - b. Publish at least 3 times at least 6 days apart
 - c. Last publication no less than 3 days prior to the hearing
2. Mail a notice of hearing to each utility customer and the Montana Consumer Counsel
 - a. At least 7 and no more than 30 days prior to hearing
 - b. Include an estimate of increase in the customer's average bill
3. Published Notice must contain
 - a. Date, time, and place of the hearing
 - b. Brief statement of the proposed action
 - c. Address and telephone number to contact for further information

Resolution 9226, Resolution 9227, Resolution 9334 Provides Terms and Conditions relating to the Water & Sewer Revenue Bonds, including:

Section 10.10 Rates and Charges

. . .The City covenants and agrees that the rates, charges and rentals to be charged to all users shall be maintained and shall be revised whenever and as often as may be necessary, according to schedules such that (i) the Revenues for each Fiscal Year will be at least sufficient to pay the principal and interest on all Bonds to become due in such Fiscal Year, to establish and maintain the Reserve Requirement, to pay promptly the reasonable and current Operating Expenses and to provide reserves for the repair and replacement of the System, and (ii) the Net Revenues for each Fiscal year will be at least equal to 125% of the maximum Principal and Interest Requirements for all future Fiscal Years. In the event the City does not demonstrate full compliance with the rate covenant prescribed herein for any Fiscal Year, the City shall retain a nationally recognized independent Consultant within 60 days of the day of the applicable Fiscal Year for the purpose of reviewing the existing rates and charges and making Bondholder recommendations for compliance with the covenant. The City covenants and agrees to implement the recommended rate changes and other recommendations of such Consultant within six months of the delivery of the applicable Consultants report.

CITY OF GREAT FALLS, MONTANA
Resolution No 9708, Attachment 3 pg2
2007 VS 2008 UTILITY FEES

Water Service Line Size (inches)

		Water Service Line Size (inches)										
		(3/4") 0.75	1.00	1.25	1.50	2.00	3.00	4.00	6.00	8.00	10.00	12.00
CONNECTION FEES												
WATER												
	2007	\$ 289	\$ 321	\$ -	\$ 391	\$ 423	\$ 637	\$ 819	\$ 1,269	\$ 2,121	\$ -	\$ 4,252
	2008	\$ 304	\$ 337	\$ -	\$ 410	\$ 444	\$ 669	\$ 860	\$ 1,333	\$ 2,227	\$ -	\$ 4,464

Fee shall be ADDED TO: General Plumbing Permit for extension to new buildings; or, Inspection Permits for larger diameter pipe.

SEWER

Single Family Residential

2007	\$ 159
2008	\$ 167

Commercial & Multi Family Units

2007	\$ 159	\$ 297	\$ -	\$ 583	\$ 1,225	\$ 2,333	\$ 4,205	\$ 6,077	\$ 9,322	\$ 12,890	\$ 17,933
2008	\$ 167	\$ 312	\$ -	\$ 612	\$ 1,286	\$ 2,450	\$ 4,415	\$ 6,380	\$ 9,788	\$ 13,535	\$ 18,830

Fee is IN ADDITION TO the Inspection Fee, and is for connection of service line to sewer line, which does not include installation. There is no fee for STORM SEWER connection.

Where one meter serves one multi-purpose development, either mobile home, multiple family housing units, local business, commercial, industrial, residential use zones or variance, the connection charge will be based upon the size of the water tap. If there is no water tap, the charge will be based upon the the sewage being discharged on the same ratio as for other sewer connections.

TAPPING FEES (Water)

Fee for any new or replacement tap being made on a water main.

1 to 5 taps Fee per Tap:

2007	\$ 311	\$ 327	\$ -	\$ 493	\$ 621
2008	\$ 326	\$ 343	\$ -	\$ 517	\$ 652

6 or more taps Fee per Tap:

2007	\$ 278	\$ 305	\$ -	\$ 493	\$ 621
2008	\$ 292	\$ 320	\$ -	\$ 517	\$ 652

INCLUDED in this fee is installation of a corporation stop on the main, and furnishing of corporation stop, curb stop and box. NOT INCLUDED, and to be BILLED EXTRA, is the cost of saddles, clamps and other extraneous fitting required for the tap.

INSPECTION FEES

Fees for inspection and approval of all water service work and all sewer connections under Title 13 OCCGF.

WATER

Flat fee of :

2007	\$ 100	PLUS costs for test taps, testing equipment, overtime, and chemicals.
2008	\$ 100	PLUS costs for test taps, testing equipment, overtime, and chemicals.

SEWER

Flat fee of :

2007	\$ 100
2008	\$ 100

RIGHT OF WAY PERMIT

(Water & Sewer)

Flat fee of :

2007	\$ 35
2008	\$ 35

Fee for the Permit to be issued for any excavation in a dedicated right-of-way. (Formerly the Street Opening Permit.)

FIRE LINES

NEW

Flat fee of :

2007	\$ 100
2008	\$ 100

REPAIR

Flat fee of :

2007	\$ 100
2008	\$ 100

LICENCES -- DRAINLAYER

(Sewer)

Flat fee of :

2007	\$ 60
2008	\$ 60

Fee for License to excavate, construct, or connect and sewer, drain or cesspool.

TURN ON/OFF

Flat fee of :

After Hours

2007	\$ 35	2007	\$ 60
2008	\$ 35	2008	\$ 60

WATER TREATMENT PLANT (WTP)

Laboratory Fees

	Akalinity	Hardness	pH	Specific Conductance	Total Coliform & E. coli, P/A	Total Coliform & E. coli, MPN	Turbidity	HPC
2007	\$ 15	\$ 21	\$ 7	\$ 7	\$ 19	\$ 25	\$ 7	\$ 28
2008	\$ 15	\$ 21	\$ 7	\$ 7	\$ 21	\$ 25	\$ 7	\$ 28

WASTEWATER TREATMENT PLANT (WWTP)

Industrial Discharge Permit Application Fees

(Based upon Wastewater Discharge Quantity)

Gallons per Day (GPD)

	0 to 10,000	10,001 to 25,000	25,001 to 100,000	Over 100,000	+PLUS	per 100,000 GPD, or portion thereof
2007	\$ 83	\$ 133	\$ 171	\$ 171	\$ 51	
2008	\$ 87	\$ 140	\$ 180	\$ 180	\$ 54	

Hauled Waste Disposal Fees

0 to 100 Gallons

2007	No Charge	Disposal of wastes from holding tanks of privately owned recreational vehicles must be
2008	No Charge	Disposal of wastes from holding tanks of privately owned recreational vehicles must be

Over 100 Gallons

2007	\$ 18	per 1,000 gallons, or portion thereof, for hauled waste or all other discharges.
2008	\$ 19	per 1,000 gallons, or portion thereof, for hauled waste or all other discharges.

Additional Fees

Additional fees may be charged for necessary testing prior to acceptance of wastes classified as non-domestic or industrial in nature.

CITY OF GREAT FALLS, MONTANA
Resolution No 9708, Attachment 3 pg3
2007 VS 2008 STORM DRAIN RATES

	Rates 2007	% Change	PROPOSED Rates 2008
	(per month)		(per month)
A Single Family			
Base Rate	\$ 1.3198680000	0.00%	\$ 1.3198680000
Rate per Square Foot	\$ 0.0003959604	0.00%	\$ 0.0003959604
Sq Ft Cap	15,000	na	15,000
B Multiple Resid.			
Base Rate	\$ 1.3198680000	0.00%	\$ 1.3198680000
Rate per Square Foot	\$ 0.0004949505	0.00%	\$ 0.0004949505
Sq Ft Cap	0	na	0
C Commercial ++			
Base Rate	\$ 1.3198680000	0.00%	\$ 1.3198680000
Rate per Square Foot	\$ 0.0006434357	0.00%	\$ 0.0006434357
Sq Ft Cap	0	na	0
D Heavy Commercial			
Base Rate	\$ 1.3198680000	0.00%	\$ 1.3198680000
Rate per Square Foot	\$ 0.0008909109	0.00%	\$ 0.0008909109
Sq Ft Cap	0	na	0
E Unimproved Areas			
Base Rate	\$ 1.3198680000	0.00%	\$ 1.3198680000
Rate per Square Foot	\$ 0.0000989901	0.00%	\$ 0.0000989901
Sq Ft Cap	10,000	na	10,000

RESOLUTION 9708
Attachment 4

PUBLIC NOTICE
PUBLIC HEARING ON RESOLUTION 9708
TO ESTABLISH WATER, SEWER, AND STORM DRAIN RATES AND FEES

The City of Great Falls is proposing to raise water and sewer utility service rates and fees, February 5, 2008. The increases are necessary to meet bonded debt coverage, to keep up with inflation, to cover the cost of service, and provide for necessary capital improvements. A public hearing will be held on January 4, 2008 at 7:00 p.m. in the Civic Center Commission Chambers.

Residential customers typically have a 1" meter and use 1250 cubic feet of water per month with a winter average of 573 cubic feet of water per month. A typical residential customer would see rate increases as follows:

A water bill increase from \$21.37 to \$22.47 per month
A sewer bill increase from \$13.44 to \$14.12 per month, and
A storm drain bill will not increase.
These monthly bills include base service charges of \$4.65 for water, \$1.78 for fire hydrant, \$5.40 for sewer, and \$1.32 for storm drain

The metered water rates would increase:

From \$0.81 to \$0.85 per hundred cubic feet for the first 300 cubic feet per month, and from \$1.35 to \$1.42 per hundred cubic feet for all water over 300 cubic feet per month.

The sewer rates would increase:

From \$1.10 to \$1.16 per hundred cubic feet for the first 300 cubic feet per month, and from \$1.83 to \$1.92 per hundred cubic feet for all water over 300 cubic feet per month.

The storm drain rates would not increase.

For further information contact a Utilities Customer Service Representative at 727-7660 or in Room 104 of the Civic Center, 8:00 am to 5:00pm

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

AGENDA # 15
DATE December 4, 2007

ITEM Parking Enforcement/Services Contract

INITIATED BY Community Development Department

ACTION REQUESTED Award Contract

PREPARED & PRESENTED BY Kim McCleary, Parking Supervisor

REVIEWED & APPROVED BY Mike Rattray, Community Development Director

RECOMMENDATION:

Staff recommends awarding the contract for Parking enforcement and services to Standard Parking Corporation.

MOTION:

I move the City Commission award the Parking enforcement and services contract to Standard Parking Corporation and authorize the City Manager and staff to execute the necessary documents.

SYNOPSIS:

The City received proposals from three national parking corporations in response to a Request for Proposals. The three proposals were very comparable in parking management experience, and the capabilities to run a parking program such as the City of Great Falls. An analysis of cost indicated that Standard Parking Corporation's proposal to be the lowest in cost overall. The total cost of the contract for the three-year period of 2008 through 2010 is \$833,809.00 for an average of \$277,936 per year. After careful consideration, staff is recommending the City retain Standard Parking Corporation as our parking enforcement and services contractor.

BACKGROUND:

The current contract for parking services expires on December 31, 2007. A Request for Proposals was sent to four national parking corporations, and was placed on the City's web site on September 24, 2007. The RFP was advertised in the *Great Falls Tribune* on September 23 & 30, 2007. Proposals were due on November 1, 2007 and three proposals were received. A comparison of the proposals is attached.

The RFP was structured for a three-year proposal with an option to renew the contract for an additional three years. The advantage to the City is that we know the total cost for the six-year period, but don't have to make a commitment on the final three years until late 2010.

In comparison, the 2007 cost for the service is \$238,628. The 2008 cost under the new contract is \$268,432 which is a 12.48% increase. The new contract provides for 3.5% increases in the second and third years. The optional three years (year 3-6) also have annual 3.5% increases. After evaluation of all the criteria in the RFP, it appears that it is highly unlikely that the City could perform the contract for less.

Attachment: Proposal Comparison
Request for Proposals
Contract (Not available online; on file in the City Clerk's Office.)

**PARKING PROGRAM
ENFORCMENT & SERVICES CONTRACT**

BID COMPARISON

	<u>AMPCO</u>	<u>DIAMOND PARKING</u>	<u>STANDARD PARKING</u>
Yr 1	\$ 500,791	\$ 324,930	\$ 268,432
Yr 2	\$ 515,815	\$ 327,930	\$ 277,826
Yr 3	\$ 531,289	\$ 331,428	\$ 287,551
Total	\$1,547,895	\$ 984,288	\$ 833,809
Yr 4	-----	\$ 341,371	\$ 297,614
Yr 5	-----	\$ 341,371	\$ 308,031
Yr 6	-----	\$ 344,371	\$ 318,813
Total	-----	\$1,027,113	\$ 924,458



CITY OF GREAT FALLS
REQUEST FOR PROPOSALS

DOWNTOWN PARKING
OPERATION AND MANAGEMENT SERVICES

PROPOSAL DUE DATE AND TIME: November 1, 2007 3:00 P.M.

**THE CITY OF GREAT FALLS, MONTANA
REQUEST FOR PROPOSALS (RFP)
FOR PARKING OPERATION AND MANAGEMENT SERVICES**

The City of Great Falls is soliciting proposals for the operation and management of the City's Downtown Parking Program.

The City of Great Falls has approximately eleven hundred on-street parking meters, six off-street parking lots with three hundred thirty-four (334) spaces, a four hundred ninety-eight (498) stall parking garage, and a three hundred and eleven (311) stall parking garage. Off-street lots employ leases and honor boxes.

PROPOSAL PREPARATION: Vendors are cautioned to carefully read and follow the procedures required by the Request for Proposal (RFP), as any deviation from these requirements may be cause for rejection. The complete Request for Proposals may be obtained from the Community Development Department, Room 112, Civic Center, #2 Park Drive, Great Falls, MT and is available on the City's web page at www.ci.great-falls.mt.us.

QUESTIONS: All questions regarding the RFP are to be directed to Kim McCleary, Parking Supervisor, Community Development Department at (406)455-8405 or faxed to (406)454-3181.

CONTRACT TERM: The City is requesting proposals for a three year services contract for the operation and management of the above facilities beginning January 1, 2008, with an option to renew for an additional three years. The contract will require a full time resident manager and approximately 15,550 man hours per year (exclusive of the manager's time) to perform the contracted services.

REQUIREMENTS FOR SUBMITTAL:

1. A description of the manner in which the Proposer will provide services under this contract.
2. Documentation of at least five (5) years of parking management experience in each of the City's parking program sub-areas: garages, off-street lots, and parking meter enforcement/collection.
3. Contract price for each sub-area (garages, off-street lots, and parking meter enforcement/collection) for each year of the contract and total price for each three year contract proposal. Proposals will only be considered if all three sub-areas are included.
4. Name and qualifications of proposed resident manager.
5. References from current clients for garage, parking meter, and lot management services.
6. Information regarding any previous contracts that were terminated for any reason prior to original contract termination date

SUBMITTAL: The City of Great Falls, Montana will receive proposals until **November 1, 2007 at 3:00 P.M.** Any proposals received after that time will not be considered. The City has the right to request additional information from the Proposer after the closing date for purposes of clarification.

All proposals must be submitted to:

**City of Great Falls
Community Development Department
P.O. Box 5021
Great Falls, MT 59403-5021**

Submit each proposal in a sealed envelope, labeled “City of Great Falls Downtown Parking Operation and Management Proposal”.

EVALUATION OF PROPOSALS: Proposals will be evaluated by various City representatives to ascertain which proposal best meets the needs of the City.

Evaluation consideration will include but is not limited to the following:

1. Experience and Capabilities: based on demonstrated ability of the firm to manage the contract, knowledge, expertise & qualifications of the firm’s associates and personnel, adequacy of personnel and abilities of professional personnel, and past record and performance.
2. References
3. Detailed Fee Schedule. Contract price for each sub-area (garages, off-street lots, and parking meter enforcement/collection) for each year of the contract and total price for each three year contract proposal. Proposals will only be considered if all three sub-areas are included.
4. Ability to obtain a performance bond for each year of the contract in the amount of one hundred percent of the total contract price for each year.

Submission of a qualified proposal may result in an interview, at the City's discretion, in Great Falls by City Staff. If offered an interview, your proposed local manager and the firm's regional manager must attend the interview session.

Qualified Montana firms will be afforded an in-state bidder preference of 3%.

The City of Great Falls reserves the right to reject any or all proposals received, postpone award of the contract for a period not to exceed thirty (30) days, and to accept the proposal which is determined to be in the best interests of the City.

SCOPE OF SERVICES: The Contractor will be responsible for the complete operation, enforcement, management and revenue collection as follows:

1. **ON-STREET ENFORCEMENT/COLLECTION**

The Contractor shall provide an average of 134 hours per week of on-street parking regulation enforcement/collection. If enforcement/collection hours exceeding 134 hours per week are required by the City, the manpower cost of such additional hours will be charged to the City and paid by the City to the Contractor. Such work will be performed under the general supervision of the local manager. A routing schedule will be provided to the Contractor. Collections shall be made by two Contractor employees maintaining constant contact with each other. Enforcement responsibilities shall include:

A. At least one enforcement employee shall be motorized for enforcement of fringe areas and for collection of meter revenue. Repair and maintenance of these vehicles are the City's responsibility.

B. The Contractor shall collect all money from City's parking meters per the schedule above and deposit same in a bank to be designated by the City. The Contractor shall provide monthly, a revenue report for the parking meter collection areas detailing daily collection activity.

C. The Contractor shall maintain and repair all parking meters including the furnishing of repair parts. The City shall provide parts for any major meter modifications at City's expense.

D. The City shall provide the following at its expense:

1. Parking Citations
2. Collection of citation fines
3. Shop space for meter repair
4. Meter pole installation/straightening
5. Accounting of all revenues received
6. Authorization for the Contractor to enforce City parking regulations
7. One motorized vehicles for patrol of outlying areas
8. Office space for Contractor's local manager
9. Computer equipment necessary to perform the required services

2. OFF-STREET PARKING LOT ENFORCEMENT/COLLECTION - The following lots are to be patrolled, monitored, and collected by the Contractor with the minimum daily frequency listed. Checks will be as random as reasonable temporal spacing for even coverage allows.

Lot #2 - 39 stall lot located at 1st Ave S. & 2nd St. - check minimum of 3 times daily.

Lot #3 - 39 stall lot located at 2nd Ave S. & 4th St. - check minimum of 3 times daily.

Lot #4 - 139 stall lot located at 1st Ave N. & 6th St. - check minimum of 5 times daily.

Lot #6 - Library lot - 26 stall lot located on the East & North sides of library building - minimum of 5 times daily.

Lot #7 - 31 stall lot located at Park Dr & 1st Ave S - check minimum of 3 times daily.

Lot #8 - 60 stall lot located on 1st Ave N between 3rd & 4th St N - check minimum of 3 times daily.

A. The Contractor shall provide personnel on duty as shall be reasonably necessary to meet the minimum daily lot monitoring above. Such work shall be performed under the general supervision of the local manager.

B. The Contractor shall utilize a system without the use of parking meters to collect revenues from off-street lot parkers (honor boxes). The collection equipment used shall be provided by the City. The collection equipment shall provide maximum revenue security with minimum revenue exposure to the general enforcement personnel.

C. The Contractor shall collect and deposit all off-street lot transient revenues on a daily basis (Monday - Friday) to a bank designated by the City.

D. The Contractor shall control all off-street lot leases and deposit revenue from same on a daily basis (Monday - Friday) to a bank designated by the City.

E. The Contractor shall manage (selling/collecting/ accounting) the employer voucher, token, and daily use zone meter bag programs.

F. The Contractor shall provide the City monthly, a revenue report for each parking lot, validations, vouchers, meterbags, etc., detailing daily activities.

3. PARKING RAMP ENFORCEMENT/COLLECTION -

A. The Contractor shall provide the personnel (10.5 operating hours per day, now 7:30 a.m. - 6:00 p.m., Monday - Friday) to man the City's Northside parking facility (498 stalls, 6 tier deck), for a total of 2,730 operating hours annually. The Contractor shall also provide the personnel (9.5 operating hours, now 7:30 a.m. – 5:00 p.m. Monday – Friday) to man the City's Southside parking facility (311 stalls, 4 tier deck) for 2470 operating hours annually (total operating hours for both ramps is 5200) Any additional hours shall be compensated based on the compensation schedule stated above.

B. The Contractor shall provide personnel at the Parking Garage to monitor hourly parking, validation programs, and monthly leases. Additional programs from time to time may be available to parking customers through the manned operation to the parking ramp. These additional duties shall correspond to the normal working hours of operation of the parking facility or be compensated as stated above.

C. The Contractor shall collect monthly lease and daily transient revenues and deposit the same daily (Monday – Friday) in a bank designated by the City.

D. The Contractor shall provide monthly, a revenue report which will delineate daily lease sales, transient ticket accounting, repair and condition report, etc.

E. The parking ramp operation shall be under the general supervision of the Contractor's local manager.

F. The Contractor shall manage monthly lease receipts, key card deposits, and the validation system (tokens).

INSURANCE & BONDING:

1. The Contractor shall provide a certificate of insurance to the City showing the Contractor carries Comprehensive General Liability Insurance covering bodily injury and property damage insurance in a combined single limit of \$1,000,000.00 per occurrence; \$2,000,000.00 aggregate and also Garage Keepers Insurance in the amount of \$350,000.00 for the parking garages and parking lots. The certificate of insurance shall name the City of Great Falls as additional insured. In addition, the contractor must provide Montana Workers Compensation Insurance.

2. All Contractor employees must have blanket bonded coverage for no less than \$50,000.

3. The Contractor shall provide a performance bond in the amount of one hundred percent (100%) of the annual contract price for each separate year of service. Such bond shall be increased in accordance with the annual increase in the contract price as awarded and hereinafter designated.

LICENSE & PERMITS: The Contractor will obtain and maintain any and all necessary licenses and permits required by any governmental body or agency having jurisdiction in connection with any activities at or on the City's premises and will abide by the terms and provisions of any such licenses and permits. Any expense incurred by the Contractor to obtain such licenses and permits shall be treated as an operation expense of the Contractor's.

PERSONNEL:

1. The Contractor shall designate an experienced full-time local manager on-site to direct the Contractor's employees. In the absence of the local manager, his designated assistant shall carry on his duties. Any man hours expended by a designated assistant manager during the local manager's absence shall be in addition to those prescribed for garage, on-street meter, and off-street lot manning.
2. The Contractor shall select all on-site personnel, and will bear all expenses related to the hiring process of parking personnel.
3. The Contractor will utilize TDS Recon hand held ticket issuing devices, and the TickeTrak parking enforcement management software system supplied by the City. The Contractor will train parking personnel in the proper use of the hand held units.
4. The Contractor shall provide the City with any changes in the following information: name and qualifications of the individuals who will be responsible for administering the programs and name and qualifications of the local manager.
5. All Contractor employees must wear colored, coordinated uniforms provided by the Contractor.
6. The Contractor shall provide a training program relative to the public relations aspects of parking enforcement, procedures, local laws and ordinances. Such program shall be approved by the City.

ACCOUNTING & REPORTING:

1. Contractor will be responsible for collection, counting and depositing of revenue. All funds collected will be deposited daily (Monday – Friday) in a bank designated by the City.
2. All monies collected by the Contractor shall be turned over to the City. The City's agent will issue a receipt and will maintain a cash receipt record. A mutually agreeable system of accounting and auditing will be established.
3. Monthly revenue reports will be provided to the City on or before the fifth of each month for the previous month and will include, but is not limited to the following: total revenue for each parking garage and city lot; total lease parkers by facility and surface lot; meter collections, meter bag, token, and transient revenue.

4. Books and accounts will be open to inspection by the City or its authorized representatives at all times.

GENERAL CONDITIONS:

1. The Contractor will operate an immobilization (booting) and towing program for the City based only on policies and procedures approved by the City.

2. The Contractor will provide a trained meter repair person(s) on staff from initial date of contract.

3. The Contractor shall provide approximately 30 man hours per week toward general janitorial, facility and turf maintenance services to the garage and off-street lots. These man hours are to be in addition to those specified for the garage, meters and lots. All supplies and equipment shall be furnished by the City.

4. The City reserves the right and privilege to audit, amend rates, change operating hours, approve staffing, approve personnel to be hired, redefine duties and lines of authority, etc.

5. The City reserves the right to approve all collection equipment used by the Contractor.

6. The City reserves the right to approve of personnel employed, parking rates, hours of operation, operating standards, monthly and transient mix and other personnel matters.

7. The maintenance and repair obligations except as herein set forth shall be the obligation and expense of the City which shall include, but may not be limited to the following: light replacement, replacement of broken gate arms, and maintenance of equipment and improvements including elevators, mechanical, electrical, plumbing, fire prevention systems and parking control equipment.

8. The Contractor will be responsible for the repair and replacement of all handheld units if the need for repair or replacement is due to the negligence of the Contractor's personnel.

9. The Contractor shall not use, and shall make every reasonable effort to prevent any person from using, all or any part of the parking facilities for any use or purpose directly or indirectly forbidden by public law or which may be in violation of the laws of the United States, any State law, or any City ordinance, or which may be dangerous to life, limb or property.

10. City and Contractor shall release each other from any liability for any loss, destruction or damage resulting from fire or other casualty to property of either party and also release and discharge each other from any and all subrogation rights.

11. The Contractor shall indemnify and hold the City harmless against any and all claims, demands and liability for bodily injury and/or property damage caused by Contractor's acts or omissions in its performance of the services contracted.

12. The Contractor shall provide at Contractor's expense at least an annual audit of Contractor's services to the City. This audit must be performed by personnel other than local contractor employees/manager and must be conducted on an unannounced basis. This audit shall review all procedures, policies and revenue controls. The audit results shall be available to City Staff.

CITY OF GREAT FALLS, MONTANA

AGENDA # 16

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

DATE December 4, 2007

ITEM: CONTRACT AWARD: 9TH STREET NORTHEAST STORM DRAIN EXTENSION - O.F. 1476.1

INITIATED BY: PUBLIC WORKS DEPARTMENT/ENGINEERING DIVISION

ACTION REQUESTED: CONSIDER BIDS AND AWARD CONTRACT

PRESENTED BY: JIM REARDEN, PUBLIC WORKS DIRECTOR

MOTION: "I move the City Commission award a contract in the amount of \$149,489.00 to Ed Boland Construction, Inc. for the 9th Street NE Storm Drain Extension - O.F. 1476.1, and authorize the City Manager to sign the contract documents."

PROJECT TITLE: 9th Street NE Storm Drain Extension - O.F. 1476.1

RECOMMENDED CONTRACTOR: Ed Boland Construction, Inc.

CONTRACT AMOUNT: \$149,489.00

ENGINEERS ESTIMATE: \$164,000

BUDGETED FUND: Storm Drain

START DATE: December, 2007 (weather permitting)

COMPLETION DATE: Spring 2008 (45 Calendar Days)

PENALTY/INCENTIVE TERMS: Unspecified Liquidated Damages - \$500/Day

SYNOPSIS: The northern edge of Great Falls has been one of the fastest growing areas of the City in recent years and further development has been proposed. This development is resulting in additional storm water runoff into the drainage basin below. In order to prevent downstream erosion, flooding and other problems, public storm drainage facilities are being planned. A recent engineering master plan study of the area recommends that storm drainage facilities including storm drains and a series of detention ponds be constructed in phases within and downstream of the current development area. This project is the first phase of planned improvements in the basin and consists of the construction of a storm drain between the Northview and Eagles Crossing Additions along a projected 9th Street NE corridor.

Eleven bids were received (See attached Bid Tabulation Summary) on November 21, 2007. Ed Boland Construction, Inc. submitted the low bid.

Storm drain funding is budgeted for the contract award amount.

BACKGROUND: The project work scope includes construction of approximately 1,500 lineal feet of 24 to 36 inch diameter pipe along with manholes, an outlet structure, and drainage ditch. The new storm drain will be located in a utility easement located between the Northview and Eagles Crossing Additions and within existing public right-of-way in the Eagles Crossing Addition.

The storm drain will serve the existing and proposed phases of the Northview Addition and the proposed Bootlegger Addition. Because this segment of storm drain currently lies outside the City within undeveloped land, it is being designed and constructed by the City. The City's capital costs will be recovered from developers as the adjacent property is annexed and developed.

HKM Engineering completed the design and prepared the plans and specifications. City engineering staff will provide contract management, and construction phase engineering and inspection.

Attachments: Bid Tabulation Summary

LONG FORM BID TABULATION SUMMARY

9th Street NE Storm Drain Extension OF 1476.1

PREPARED BY CITY ENGINEERS OFFICE
11/26/2007

ITEM	DESCRIPTION	EST QTY UNIT	<i>Ed Boland</i>		<i>Dick Anderson</i>		<i>Phillips</i>		<i>United Materials</i>	
			UNIT BID PRICE	BID AMOUNT	UNIT BID PRICE	BID AMOUNT	UNIT BID PRICE	BID AMOUNT	UNIT BID PRICE	BID AMOUNT
1	36" S D RCP, ASTM C76, CI II CX 4 o ring joint	613 L.F.	\$92.00	\$56,396.00	\$102.00	\$62,526.00	\$107.00	\$65,591.00	\$101.00	\$61,913.00
2	30" SD RCP, ASTM C76 CI II CX-4 o ring joint	530 L.F.	\$74.00	\$39,220.00	\$85.00	\$45,050.00	\$79.00	\$41,870.00	\$81.00	\$42,930.00
3	27" SD RCP, ASTM C76 CI II CX-4 o ring joint	260 L.F.	\$64.50	\$16,770.00	\$78.00	\$20,280.00	\$70.00	\$18,200.00	\$74.00	\$19,240.00
4	24" SD RCP ASTM C76 CI II CX-4 o ring joint	136 L.F.	\$58.00	\$7,888.00	\$66.00	\$8,976.00	\$56.00	\$7,616.00	\$64.00	\$8,704.00
5	27"x 30" Ex. Red. SD RCP ASTM C76 cl II CX4 j	1 EA.	\$1,800.00	\$1,800.00	\$3,000.00	\$3,000.00	\$2,140.00	\$2,140.00	\$1,900.00	\$1,900.00
6	36" FES W/trash guard RCO ASTM C76 o ring jo	1 L.S.	\$2,565.00	\$2,565.00	\$6,000.00	\$6,000.00	\$8,890.00	\$8,890.00	\$7,500.00	\$7,500.00
7	Manhole Basic 48" dia. Concrete ASTM C478	1 L.S.	\$2,100.00	\$2,100.00	\$3,300.00	\$3,300.00	\$2,865.00	\$2,865.00	\$2,700.00	\$2,700.00
8	Manhole Basic 60" dia. Concrete ASTM C478	1 L.S.	\$3,000.00	\$3,000.00	\$3,800.00	\$3,800.00	\$4,045.00	\$4,045.00	\$3,500.00	\$3,500.00
9	Manhole Basic 84" dia. Concrete ASTM C478	1 L.S.	\$5,500.00	\$5,500.00	\$5,500.00	\$5,500.00	\$6,248.00	\$6,248.00	\$6,000.00	\$6,000.00
10	Pipe Bedding Type 2	50 C.Y.	\$25.00	\$1,250.00	\$20.00	\$1,000.00	\$18.00	\$900.00	\$30.00	\$1,500.00
11	Seeding Dryland Restoration	4 Acre	\$750.00	\$3,000.00	\$775.00	\$3,100.00	\$975.00	\$3,900.00	\$600.00	\$2,400.00
12	Miscellaneous Work	10,000 UNIT	\$1.00	\$10,000.00	\$1.00	\$10,000.00	\$1.00	\$10,000.00	\$1.00	\$10,000.00
TOTAL BID:				\$149,489.00		\$172,532.00		\$172,265.00		\$168,287.00

AGENDA REPORT

DATE December 4, 2007

ITEM Consultant Services Agreement, Library Landscaping-GTF CTEP Project (O.F. 1508.1)

INITIATED BY Great Falls Public Library

ACTION REQUESTED Approve Agreement with L'Heureux Page Werner for Library Landscaping design

PRESENTED BY Jim Heckel, Director, Great Falls Public Library

- - - - -

RECOMMENDATION:

It is recommended the City Commission approve the consultant services agreement with L'Heureux Page Werner in the amount of \$28,861.21 for design and construction oversight of the Library Landscaping CTEP project.

MOTION:

"I move the City Commission approve the consultant services agreement with L'Heureux Page Werner in the amount of \$28,861.21 and authorize the City Manager to execute the agreement."

SYNOPSIS & BACKGROUND:

Approved by the City Commission in 2006, this Community Transportation Enhancement Program (CTEP) project will redesign and landscape the Great Falls Public Library plaza. The project includes removal of the periphery brick wall and existing fountain; fill-in and leveling of the plaza area; construction of support structure for a new arched stone water feature; landscaping; architectural lighting for fountain and landscaping; necessary plumbing for water feature and irrigation; winding concrete or brick/pavers walkway from 2nd Avenue North into the water feature area; development of seating area; and relocation of current bike racks into the plaza area.

The estimated total cost for the project, including design, is \$192,761. The Community Transportation Enhancement Program will provide \$91,493, and the Great Falls Public Library Foundation will provide the required \$14,180 matching dollars. In addition, the Library Foundation will also provide \$87,088 for sculpture-related costs.

Consultant selection was conducted in accordance with local, State and Federal guidelines and requirements. L'Heureux Page Werner (LPW) was the only qualified firm responding to the Request for Statements of Qualification and Proposals, as advertised in the Great Falls Tribune. LPW is a local architectural firm that has been involved with CTEP projects in the past, including improvements to Paris Gibson Square Museum of Art, North Entry Landscaping and Bloomingdale Park. Based on the content of LPW's proposal as well as familiarity with the quality of work performed on past projects, the selection committee decided to award the contract to LPW rather than re-advertise.

The fee for the project was negotiated at a cost-plus-fixed-fee of \$28,861. This fee will include design and preparation of a biddable set of construction documents, including plans and specifications. The firm will also provide some assistance during the construction phase. Design phase services total \$23,192 with construction phase services amounting to \$5,669.

The project will be designed and administered in accordance with applicable local, State and Federal standards and requirements. The Great Falls Public Library, with assistance from the City Planning office, will administer the consultant agreement and oversee and participate in project design.

FINANCIAL IMPACT:

This contract will be paid through Community Transportation Enhancement Program funds (\$19,673), with matching dollars and additional sculpture-related consultant fees provided by the Great Falls Public Library Foundation (\$9,188).

Attach: Consultant Services Agreement
Cc: Sherry Marshall, Planning Department
Benjamin Rangel, Planning Department

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2007, by and between the **City of Great Falls**, Cascade County, Montana, from now on referred to as the “**City**”, and **L’Heureux Page Werner P.C.**, from now on referred to as the “**Consultant**”, whose principal office is located at **15 Fifth Street South, Great Falls, Montana 59401**.

The **Montana Department of Transportation**, herein referred to as the “**MDT**”, has approved the proposed City’s enhancement project funded under Montana’s federal-aid Community Transportation Enhancement Program (CTEP) and the City desires to employ the Consultant to furnish certain specific services of an architectural/engineering nature as described below; and,

The Consultant agrees to provide such services in accordance with the conditions provided and to carry out all the duties and obligations imposed by the Agreement; and,

The parties agree as follows, subject to the terms, conditions, and provisions and in consideration of the mutual covenants contained herein, the Consultant agrees to perform for the City, and the City agrees to accept from the Consultant, the following services: pre-design, design, bidding and construction engineering.

The project development includes design, bidding and construction administration for a construction contract, and any other specified items, except as explicitly stated otherwise. Federal-aid project *STPE 5299(76), LIBRARY LANDSCAPING - GTF, CONTROL NO. 6339, O.F. 1508.1, located at 301 – 2nd Avenue North, Great Falls, Montana.*

This project will involve improvements to the Great Falls Public Library. The project will include removal of the periphery brick wall and existing fountain; fill-in and leveling of area from sidewalk to level of library entrance ramp (some current lower-level concrete pathways and flower-boxes may be covered by gravel and earth whereas others will require demolition and removal. The plaza area will be brought to a level common with both the sidewalk along 2nd Avenue North and the main entrance ramp into the library); efforts will be made to preserve existing window wells that emit light to basement offices adjacent to the plaza; creation of a "barrier free" and "water bound" paving system that will serve as a stage for the artist's arched rock sculpture; concrete footing and 18" pedestals for arched stone water feature; Landscaping addition of appropriate trees, shrubs, and flowers (which will be coordinated with Great Falls Flower Growers (note: every attempt will be made to preserve the two existing trees)); architectural lighting for fountain and landscaping; necessary plumbing for water feature and landscaping; establishment of winding concrete or brick/pavers from 2nd Avenue North into the water feature area; development of seating areas; relocation of current bike racks into the plaza area.

All work will be in accordance with current design standards and ADA requirements.

All referenced documents are current and updated as of the date of this Agreement. In addition, the Consultant may obtain copies of all manuals, guidelines, and other MDT documents from MDT’s Community Transportation Enhancement Program Office. The Consultant may be charged for copies of documents.

ARTICLE I SCOPE OF WORK

SECTION 1 - STANDARD OF CARE

The Consultant's performance of all services, obligations, and responsibilities under this Agreement will be in a manner that is consistent with that degree of care and skill ordinarily exercised by members of the engineering profession currently practicing under similar circumstances.

SECTION 2 - GENERAL

The Consultant, in performance of all work called for under this Agreement, will furnish all services for pre-design, design, bidding and construction engineering. The Consultant must become familiar with the written standard practices before beginning any of the work on this Project. All work required under this Consultant Services Agreement must be performed by the Consultant in accordance with these standard practices and any special requirements contained in this document. Specific project scope is outlined in Section 4 of this Article.

SECTION 3 - PROJECT DEVELOPMENT AND DESIGN

The Consultant will develop the project, conduct all necessary surveys, evaluations, and analyses, perform designs, and prepare project manuals for a transportation enhancement project.

Development of the Project will be in accordance with MDT's CTEP Guidelines. The Consultant's work will be performed in accordance with the most current version of the following books or manuals, as applicable. MDT specific CADD (microstation) and other software requirements do not apply to work performed under this Agreement.

MDT CTEP Guidelines
Appendix CTEP Guidelines of CSA
Montana Road Design Manual
Montana Bridge Design Manual
Hydraulics Manual
Survey Manual
Right-of-Way Manual
Traffic Manual
Construction Manual
AASHTO Standard Specifications for Highway Bridges
Montana Detailed Drawings
Project Development Procedures
Montana Standard Specifications for Road and Bridge Construction
Consultant Users Manual & Activity Descriptions
Manual on Uniform Traffic Control Devices (MUTCD)
American Society for Testing and Materials (ASTM)
Montana Materials Manual of Test Procedures
MDT CADD Standards Manual
Approach Standards for Montana Highways
Public Involvement Handbook
AASHTO Guide for the Development of Bicycle Facilities
AASHTO Guide Specification for Design of Pedestrian Bridges
Montana Public Works Standard Specifications

SECTION 4 – SPECIFIC PROJECT SCOPE

The Consultant will perform the services itemized in Exhibit "E", as attached and by this reference made a part of this Agreement.

SECTION 5 - REPORTS

- A. The Consultant will prepare the minutes for all meetings involved with the Project and will provide a copy of each to the City.
- B. The Consultant will identify and justify all exceptions to design standards (see Art. I, Sec. 3) that are found to be necessary during the design of the Project. The justification must include economic analysis. The Consultant will submit a Design Exception Request to the City for approval by the MDT.

SECTION 6 - OBLIGATIONS OF THE CITY TO THE CONSULTANT

In addition to the obligations of the City to the Consultant listed elsewhere in this agreement, the City will:

- A. As far as possible cooperate with the Consultant in making necessary arrangements with public officials and with such individuals as the Consultant may need to contact for advice, counsel, and information.
- B. Provide timely approvals of the Consultant's formal submittals in writing in all instances. If verbal approvals are first given in the interest of progressing the work, the City shall confirm such verbal approvals in writing at the earliest possible time.
- C. The Consultant must provide to the City a list of the information needed by the Consultant for rendering the services required under this Agreement. The City will provide the Consultant such information as is available to the City and the City's consultants and contractors. If materials prepared by the City or its consultants or contractors are incomplete or erroneous, the City will compensate the Consultant for any work required to correct them. Information generated by sources other than the City, MDT or their consultants or contractors may be utilized by the Consultant, but the City and MDT assumes no liability for its accuracy or completeness.
- D. Furnish copies of the City's existing as-built construction and right-and-way plans (as available).
- E. The City will not reuse or make or permit to be made any modifications to the Consultant's final design and drawings without the prior written authorization of the Consultant. The City shall make no claim against the Consultant arising from any unauthorized reuse or modification of the design and drawings.
- F. Give prompt written notice to the Consultant of any development that affects the scope or time of performance of the Consultant's services, or any defect or nonconformance in the Consultant's services or in the work of any subconsultant.

SECTION 7 - CONFERENCES, PROGRESS REPORTS, AND LIAISON

- A. Conferences will be held as necessary between representatives of the City and the Consultant to review and discuss progress and any matters pertinent to any phase of work. Additional compensation will not be made for those conferences.
- B. The Consultant will be responsible to and will report to *Jim Heckel*, the City's liaison, for payment, submission of information, etc. All submittals will be made through *David Cantley*, who will be the Consultant's liaison.
- C. Requests for visits to the site or at the office of the Consultant may be made by the City, representatives of the MDT, Federal Highway Administration, or the Consultant in conjunction with any other party or parties for the purpose of review or inspection of the work.
- D. The Consultant will furnish to the City a brief narrative progress report on the first day of each month showing the status of the work on the Project. The report will cover all phases of work accomplished during the period of the report and show the percentage of work completed for each phase of the Project. Mention should be made of any matters that may have adversely affected the progress of the work.
- E. The Consultant, upon City's direction, will confer with public agencies, including planning authorities, giving consideration to suggestions and plans of such agencies.
- F. The Consultant will submit to the City the professional history, classification, and salary of each person to be assigned to the Project. The City will reserve the right to approve all such personnel and will so inform the Consultant of such approval in writing.

SECTION 8 - PERSONNEL

The Consultant must have in its employ a registered Professional Engineer in the State of Montana.

SECTION 9 - ENDORSEMENTS

The Consultant will furnish professional stamps, statements, or other suitable means to signify responsible endorsement of work.

ARTICLE II TIME OF BEGINNING AND COMPLETION

SECTION 1 - PROJECT COMPLETION TIME

- A. The Consultant agrees to start work on the professional services outlined in Article I of this Consultant Services Agreement within *ten (10)* days after receipt of written notice to proceed from the City.

- B. Design phase services will be completed no later than 6 months after notice to proceed is given. Construction phase services will be completed within 30 days of issuing the Certification of Substantial Completion to the contractor.
- C. Except as provided below, all work as specified in Article I of this Agreement must be completed by September 2008. This date assumes contractor notice to proceed will be issued prior to May 2008.
- D. If during the Project development, the Consultant becomes aware of circumstances that have or may have an adverse affect on the scheduled completion of any or all phases of the Project, or that the Consultant will be unable to meet any schedule deadlines or submittal dates, the consultant will immediately notify the City in writing. The City and the Consultant will together take the steps necessary to maintain the Project on schedule. The Project completion schedule will be adjusted only if necessary.
- E. The Consultant is not responsible for delays caused by factors beyond the Consultant's control, including delays because of strikes, lockouts, work slowdowns, or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the City to furnish timely information or approve or disapprove of the Consultant's services or work product promptly, or delays caused by faulty performance by the City.
- F. The Consultant submits the final contract plans package to the City and MDT for review. The Consultant will make any revisions to the plans that are required as a result of this review.
- G. Any alteration in the time schedule under Article II, Section 1C, shall be subject to the provisions of Article II, Section 2B.

SECTION 2 - CHANGES

- A. If the City determines it to be necessary in the execution of the work to make any alteration that will increase the scope of work outlined in this Agreement, the time limits specified herein will be adjusted as provided in Article II, Section 2B.
- B. If additional work is requested by the City or delays beyond the control of the Consultant prevent completion of the services to be performed under this Agreement in the time specified, the City will grant an equitable adjustment of the Agreement amount and/or time for performance for all affected phases of the work. The Consultant shall provide a written request for an adjustment within *ten (10)* days from the date the Consultant receives notice of the reasons for the requested adjustment.

ARTICLE III PAYMENT

SECTION 1 - PAYMENT FOR SERVICES

This Agreement will be administered on a cost plus fixed fee basis. The salaries, overhead rate, salary additive rate, and other compensatory rates, as included in the Consultant's cost proposal (Exhibit "D"), will remain fixed for the duration of this Agreement.

SECTION 2 - DEFINITIONS

- A. Payroll Costs
 - 1. Payroll costs shall be defined as the actual salaries and fringe benefit cost of all personnel working on the Project. The City agrees to pay such actual payroll items as Social Security, Unemployment Compensation, excise and payroll taxes, employees' compensation insurance, sick leave, vacation, holiday pay and employees' retirement, employee medical and disability insurance, in addition to actual salaries. The City agrees to reimburse the Consultant for overtime at the rate of one and one-half (1½) times the hourly rate paid each employee. Requests for authorization of overtime will require prior written approval of the City..
 - 2. Overtime is all hours worked in excess of forty (40) hours per week.
 - 3. The hourly rate for salaried employees shall be determined from their annual salary divided by two thousand eighty (2080) hours.
- B. General Administrative Overhead

General administrative overhead of the Consultant is applicable to the payroll costs described in Paragraph A. Payroll Costs. Such overhead may include, but not be limited to, the following: administrative, clerical, and unallocated labor; employee bonuses and incentive awards; general travel expenses; depreciation; dues and subscriptions; computer and equipment expenses; equipment rental; freight; general business insurance; employee travel accident and life insurance; legal and accounting; office, drafting room, and laboratory supplies; professional society fees; recruiting; rent; building and equipment repairs and maintenance; taxes and licenses; telephone and telegraph (except toll charges specifically related to each individual project); general travel and employee relocation; utilities and janitorial services; and office miscellaneous expenses. Specifically excluded are bad debts and interest on borrowed capital.

C. Out-of-Pocket and Subcontract Costs

1. Out-of-Pocket expenses directly related to the Project shall be reimbursed at cost. They will include all travel and subsistence. All out-of-pocket costs shall require approval of the City. It must not include regular office expenses such as rent, light, normal equipment, and similar expenses. It will include the cost of printing.
2. Subcontractor charges directly related to the Project shall be reimbursed at cost. All subcontract costs shall require approval of the City.

D. Payment of Services

Payment will be made on the basis of and in accordance with the following schedules:

1. The Consultant will be reimbursed for the actual payroll costs as set forth in Article III, Section 2, Paragraph A, for the time such employees are directly utilized on work necessary to fulfill the terms of this Agreement. To this amount will be added the general administrative overhead costs as set forth in Article III, Section 2, Paragraph B.
2. The Consultant shall be reimbursed for actual out-of-pocket expenses and subcontract costs as specified in Article III, Section 2, Paragraph C.
3. The Consultant will be paid a lump sum fixed fee not to exceed Two thousand eight hundred sixteen dollars and seventy-four cents (\$2,816.74) – PROFIT/ FIXED FEE ONLY.
4. The total payment to the Consultant (including the lump sum fixed fee) for the work covered under this Agreement will not exceed Twenty-eight thousand eight hundred sixty-one and twenty-one cents (\$28,861.21), as specified in the consultant's cost proposal, attached as Exhibit "D", which by reference, is hereby made a part of this Agreement.
5. All costs related to this project are to be in conformance with 48 CFR 31.2 of the Code of Federal Regulations.

E. Partial and Final Payments

Partial payments of the foregoing will be made at monthly intervals as the work progresses, based upon certified invoices received, compatible with current practices and acceptable to the City. Payments will be based upon the estimated percentage of completion of work. ***Every request for payment must include one original of the certified invoice, along with one original of the progress report.***

Whenever the Consultant completes the work in accordance with the terms of the Agreement, the City's Liaison will certify to the completion and recommend to the City that final acceptance be made. The City will notify the Consultant that acceptance has been made.

The City reserves the right to withhold payment of the Consultant's final payment until any and all just claims filed with the City against the Agreement have been settled. Accomplishment of an affidavit on the final claim by the Consultant shall constitute full acceptance by the Consultant of the total amount shown as the entire amount due the Consultant under the agreement.

F. Consultant's Cost Proposal

The attached Consultant's Cost Proposal, Exhibit "D", by this reference is made a part of this Agreement. If this document conflicts with the Agreement, the Agreement will govern.

SECTION 3 - INSPECTION AND AUDIT

All books, papers, records, payrolls, vouchers, and invoices relating to costs and expenditures incurred as to the performance of the services specified in Article I by the Consultant or any of its subcontractors shall be made available to the City, MDT, the Legislative Auditor and Legislative Fiscal Analyst, the Federal Highway Administration or their authorized representatives, for audit and review, at the Consultant's respective offices, at all reasonable times during the Agreement period and for three years from the date of final MDT payment.

SECTION 4 - TYPE OF CONTRACT

The Consultant agrees that this is a Consultant Services Agreement and that the Consultant is an independent contractor and not an employee of the City or MDT. It is further understood by the Consultant that no deductions from the payments under this Agreement for federal or state income tax, FICA (social security), retirement, or other reasons will be withheld by the City or MDT.

ARTICLE IV MISCELLANEOUS PROVISIONS

SECTION 1 - TERMINATION OR ABANDONMENT

The City may terminate this Agreement at any time upon *fifteen (15)* days written notice to the Consultant, for any of the following:

- A. Due to unforeseen circumstances it is possible that it could be in the best public interest to abandon, reduce, or change the Project covered by this Agreement. If the City believes that is appropriate, this Consultant Agreement will be terminated.
- B. Due to adverse weather, flood, earthquake, etc., or any other condition or conditions beyond the control of the City and/or Consultant, which may adversely affect the work to be performed, this Agreement may be terminated by the City.
- C. Due to a change in the scope, character, or complexity of all or any part of the work under this Agreement, the City may decide that it is in the best public interest to terminate this Agreement.
- D. Should the services of the Consultant prove unsatisfactory or because of the failure of the Consultant to perform its work with due diligence or to complete the required services or any part of it within the time limits specified, this Agreement may be terminated. In any such case, however, the Consultant shall be paid the reasonable value of such services rendered up to the time of termination. The reasonable value of such services shall be based on the method of payment as defined in the Agreement. The approved percentage of completion will be determined by mutual agreement between the City and the Consultant.

SECTION 2 - GENERAL COMPLIANCE WITH LAWS

- A. The Consultant will observe and comply with existing laws, ordinances, and regulations.
- B. The Consultant agrees to indemnify and hold harmless the City, state and MDT, their officials, agents, and employees, while acting within the scope of their duties as such, from and against all claims, demands, and causes of action of any kind or character (including reasonable attorneys fees and costs of defense), to the extent caused by the Consultant's negligent acts, errors, or omissions arising out of services performed, or in any way resulting from a negligent act, error, or omission of the Consultant and/or its agents, employees, subcontractors, or its representatives under this Agreement.
- C. The Consultant agrees to indemnify and hold harmless the City, state and MDT, their officials, agents, and employees, while acting within the scope of their duties as such, from and against all claims, demands, and causes of action of any kind or character (including reasonable attorneys fees and costs of defense), to the extent caused by the Consultant's non-negligent but wrongful acts, errors, or omissions arising out of services performed, or in any way resulting from a non-negligent but wrongful act, error, or omission of the Consultant and/or its agents, employees, subcontractors, or its representatives under this Agreement.
- D. The City agrees to indemnify and hold harmless the Consultant from and against all claims, demands, and causes of action of any kind or character (including reasonable attorneys fees and costs of defense), to the extent caused by the City's negligent acts, errors, or omissions arising out of services performed, or in any

way resulting from a negligent act, error, or omission of the City and/or its agents or employees under this Agreement.

- E. The City agrees to indemnify and hold harmless the Consultant from and against all claims, demands, and causes of action of any kind or character (including reasonable attorneys fees and costs of defense), to the extent caused by the City's non-negligent but wrongful acts, errors, or omissions arising out of services performed, or in any way resulting from a non-negligent but wrongful act, error, or omission of the City and/or its agents or employees under this Agreement.

SECTION 3 - OWNERSHIP OF DOCUMENTS

Upon completion of services or termination of this Agreement, all drawings, map originals, survey notes, field books, calculations, reports, and all data used will become the property of the City.

Following the City's acceptance of such documents, the Consultant will be indemnified, defended, and held harmless only for any changes or revisions to the plans and related documents that the Consultant prepares under this Agreement that are made without Consultant's knowledge and written consent.

SECTION 4 - SUBCONTRACTING, ASSIGNMENT OR TRANSFER

The subcontracting, assignment, or transfer of any part of this Agreement, except as shown in the Consultant's proposal, is prohibited unless prior written approval is obtained from the City.

Subcontracts that exceed \$10,000 in cost will contain all required provisions of the prime agreement.

SECTION 5 - CHANGES OF WORK

If, during the term of the Agreement, additional services are required, other than those services specified above, or major changes in the work become necessary or desirable, the City may make written request to the Consultant to perform such services or make such changes. If the Consultant is of the opinion that any work it has been requested to perform is beyond the scope of this Agreement and constitutes extra work, the Consultant will promptly notify the City in writing prior to performing such work. If the City agrees that such work does constitute extra work, the Consultant shall be reimbursed on a mutually agreed basis, and additional time for completion of the Agreement shall be given. Before such work is undertaken, the Consultant and the City will, by mutual written agreement, determine the scope of the work and the cost thereof.

Compensation will be determined before the operations begin and as soon as circumstances permit. If a mutual agreement is not reached in negotiations for an increase in such work, the City will use other methods to accomplish the work.

SECTION 6 - MEETINGS AND PRESENTATIONS

The Consultant and its subcontractors, when directed by the City, will attend and make appropriate presentations at meetings conducted for the purpose of discussing with the public or local, state, and federal officials the effect and objectives of the proposed Project or other matters pertaining to the Project.

The Consultant will prepare exhibits and visual aids necessary to clarify the proposed Project to the participants of the meetings.

SECTION 7 - ACCURACY OF WORK

The Consultant will make necessary revisions or corrections resulting from errors and omissions on the part of the Consultant without additional compensation (see Article I, Sec.1).

If any errors are made by the Consultant in any phase of its work under this Agreement that may require additional field or office work, the Consultant will be promptly notified in writing and will be required to perform such additional work as may be necessary to correct these errors without undue delay and without additional cost

to the City. Acceptance of its work will not relieve the Consultant of the responsibility for subsequent correction of any such errors and the clarification of any known ambiguities.

Construction problems or conflicts arising as a result of design or plan errors or omissions will be considered the Consultant's responsibility. The City will be responsible for any unreasonable interpretation it makes of the Consultant's design, drawings, and plans. The Consultant will be notified of all such errors and omissions and will meet with City representatives to assist in determining corrective action at no cost to the City. If design errors are found to be a cause of the construction problem or conflict, the Consultant will have the opportunity to be involved in discussions to determine the desired corrective action. Following discussions between the City and the Consultant, the City will provide the Consultant with its written demand letter for the total costs of the corrective action.

The Consultant agrees to provide proof of errors and omissions insurance coverage not less than **One Million Dollars (\$1,000,000)** for the entire period of the Project for which consultant services are required under this Agreement.

SECTION 8 - VENUE

In the event of litigation, venue shall be the 8th Judicial District in and for the County of Cascade, State of Montana, and the Agreement shall be interpreted according to the laws of Montana.

SECTION 9 - NONDISCRIMINATION

Reference is made to Exhibit "C", which by this reference is hereby made a part of this Agreement.

SECTION 10 - CERTIFICATION

The parties to this Agreement have each executed a certification. The certification of the Consultant, labeled Exhibit "A", is attached and by this reference made a part of this Agreement. The certification of the City, labeled Exhibit "B", is attached and by this reference made a part of this Agreement.

SECTION 11 - DBE GOAL

The Consultant will make all reasonable efforts to utilize the MDT's currently certified DBE firms for applicable subcontracting services that are necessary. The Appendix CTEP Guidelines of Consultant Services Agreement contains instructions for accessing the current Internet listing of MDT's certified DBE firms. Leslie Wootan, Compliance Specialist will be contacted at (406) 444 -6337, should subcontracting opportunities arise.

Each invoice submitted in accordance with Article III, Section 2E, must state the established DBE goal for the project and the current and cumulative amounts expended to date towards that goal.

SECTION 12 – WORKERS' COMPENSATION COVERAGE

The Consultant agrees to provide proof that it has a policy for Workers' Compensation Insurance or proof that it has elected to be exempt from such coverage and its election has been approved by the Department of Labor and Industry. The Consultant agrees to maintain Workers' Compensation Coverage for the entire period of this Agreement.

SECTION 13 - CONSULTANT'S PLANS RESPONSIBILITY

The Consultant will be responsible for the quality of the final plans package (see Article I, Sec. 1), as the City will not make a detailed check of the plans. The Consultant will stamp and sign the title sheet of the final contract plans package. The Consultant's name will be shown on all plan sheets of the Project. If Specialty Plans are involved (for example, Bridge Plans, Sewer/Water Plans prepared for a city and included into the City's plan package, or similar plans), the Consultant will stamp and sign each page of the plans.

The final plans package will be assembled and shall take on the form of a Project Manual and drawings as defined in the CTEP Guidelines.

SECTION 14 - ENTIRE AGREEMENT & MODIFICATIONS

This Agreement, including the documents referenced or attached here, is the entire agreement of the parties. Any modification requires a written amendment signed by authorized representatives of both parties.

SECTION 15 – THIRD PARTY BENEFICIARIES

This Agreement is not intended to create anyone as a third party beneficiary or to authorize anyone not a party to the Agreement to maintain an action for damages pursuant to the terms or provisions of this Agreement.

SECTION 16 - CONFIDENTIALITY OF INFORMATION

The Consultant understands that the information contained in and created by this Agreement will be part of the public bidding process, and that it must remain confidential between the Consultant and the City until the Project has been awarded. Failure by the Consultant or its employees to keep that information confidential will be considered a breach of this Agreement, and may require the City to have another consultant rework the work product of this Agreement, potentially delaying the Project and costing the City additional funds. Such an act by the Consultant will be a violation of Article IV, Sec. 2, and subject all persons or parties involved to possible debarment under ARM Sec. 18.d.101 *et seq.*

IN WITNESS, the parties involved have sealed this Agreement by their signatures.

APPROVED FOR
L'Heureux Page Werner, P.C.

APPROVED FOR
THE CITY OF GREAT FALLS

By: _____
Stephen M. L'Heureux, President

By: _____
John W. Lawton, City Manager

Date: _____

Date: _____

ATTEST:

ATTEST:

By: _____

By _____
Lisa Kunz, City Clerk

Date: _____

Date: _____

FEDERAL EMPLOYER'S I.D. NO.

APPROVED FOR LEGAL CONTENT

81-0442127

By: _____
David V. Gliko, City Attorney

Date: _____

EXHIBIT "A"
CERTIFICATE OF CONSULTANT

I am a duly authorized representative of the firm of L'Heureux Page Werner, P.C., whose address is 15 Fifth Street South, Great Falls, Montana, 59401 and I hereby certify as follows:

1. That neither the firm nor any person associated therewith in a management capacity:
 - (a) has employed or retained for commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract;
 - (b) has agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
 - (c) has paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for me or the above consultant), any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract; with no exceptions.

2. That neither the firm, nor any person who has critical influence on or substantial control in the firm, nor any person associated therewith in a management or supervisory capacity:
 - (a) is currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
 - (b) has, within a three-year period preceding this contract, been convicted or had a civil judgment rendered against them for commission of fraud; a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction; violation of antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.
 - (c) is currently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses listed in paragraph 2(b) of this certification.
 - (d) has had one or more public transactions terminated for cause or default within a three-year period preceding this contract.

3. That to the best of my knowledge and belief:
 - (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of

Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

I acknowledge that this certificate is to be furnished to the City of Great Falls and the Federal Highway Administration, in connection with this contract involving participation of Federal-Aid CTEP funds, and is subject to applicable state and federal laws, both criminal and civil.

Date

Stephen M. L'Heureux, President

EXHIBIT "B"
CERTIFICATE OF THE CITY OF GREAT FALLS

I hereby certify that I am the City Manager of the City of Great Falls, Montana, and that the above consulting firm, or his representatives has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this contract, to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay, or agree to pay to any firm, person or organization, any fee, contribution, donation, or consideration of any kind; with no exceptions.

I acknowledge that this certificate is to be furnished to the Montana Department of Transportation in connection with this contract involving participation of Federal-Aid CTEP funds, and is subject to applicable state and federal laws, both criminal and civil.

Date

John W. Lawton, City Manager

EXHIBIT "C"
COMPLIANCE WITH STATE AND FEDERAL CIVIL RIGHTS LAWS

During the performance of this Agreement the Consultant, or itself, its assignees and successors in interest (referred to as the Consultant), agrees as follows:

A) COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 FOR FEDERAL-AID CONTRACTS.

(1) Compliance with Regulations

The Consultant will comply with the Regulations of the Department of Transportation relative to non-discrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) Non-discrimination

In accordance with Section 207 of the Governmental Code of Fair Practices, Title 49, Chapter 3, M.C.A. the Consultant will assure that hiring of persons who will perform work on this contract after award and prior to completion will be made on the basis of merit and qualifications and that there will be no discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical, or mental handicap, or national origin by the persons performing the contract.

The contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Title 49, Code of Federal Regulation, Part 21, including employment practices, when the contract covers a program set forth in Appendix A of the regulations.

(3) Solicitations for Subcontracts, Including Procurement of Materials and Equipment

In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurement of materials or equipment, each potential sub-consultant or supplier will be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to non-discrimination on the ground of race, color or national origin.

(4) Information and Reports

The Consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant to, and will permit access to its books, records, accounts, other sources of information, any of its facilities as may be determined by the Government or the Federal Highway Administration to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant will so certify to the Government, or the Federal Highway Administration as appropriate, and will set forth what efforts it has made to obtain the information.

(5) Sanctions for Non-compliance

In the even of the Consultant's non-compliance with the non-discrimination provisions of his Agreement, the Government will impose such agreement sanctions as it or the Federal Highway Administration may determine to be appropriate including, but not limited to,

- (a) Withholding of payments to the Consultant under the Agreement until the Consultant complies, and/or
- (b) Cancellation, termination, or suspension of the Agreement, in whole or in part.

(6) Incorporation of Provisions

The Consultant will include the provisions of paragraph (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the regulations, order, or instructions issued. The Consultant will take such action with respect to any subcontract or procurement as the Government or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however that, in the event a Consultant becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into such litigation to protect the interests of the State and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

B) COMPLIANCE WITH MONTANA GOVERNMENTAL CODE OF FAIR PRACTICES, 49-3-207, MCA.

In accordance with Section 49-3-207, MCA, Consultant agrees that for this Agreement all hiring will be made on the basis of merit and qualifications and that there will be no discrimination on the basis of race, color, religion, creed, political ideas, sex, marital status, physical or mental disability, or national origin by the persons performing the Agreement.

**EXHIBIT “E”
DESCRIPTION OF WORK**

Project Title: LIBRARY LANDSCAPING-GTF; STPE 5299 (76); Control No. 6339; O.F. 1508.1

General Location: 301 – 2nd Avenue North, Great Falls, Montana 59404

General Project Description: This project will involve improvements to the Great Falls Public Library. The project will include removal of the periphery brick wall and existing fountain; fill-in and leveling of area from sidewalk to level of library entrance ramp (some current lower-level concrete pathways and flower-boxes may be covered by gravel and earth whereas others will require demolition and removal. The plaza area will be brought to a level common with both the sidewalk along 2nd Avenue North and the main entrance ramp into the library); efforts will be made to preserve existing window wells that emit light to basement offices adjacent to the plaza; creation of a "barrier free" and "water bound" paving system that will serve as a stage for the artist's arched rock sculpture; concrete footing and 18" pedestals for arched stone water feature; Landscaping addition of appropriate trees, shrubs, and flowers (which will be coordinated with Great Falls Flower Growers (note: every attempt will be made to preserve the two existing trees)); architectural lighting for fountain and landscaping; necessary plumbing for water feature and landscaping; establishment of winding concrete or brick/pavers from 2nd Avenue North into the water feature area; development of seating areas; relocation of current bike racks into the plaza area.

Specific Work Elements:

1. Preliminary Design Phase

A. *Pre-design Meeting.*

An on-site field review/pre-design meeting will be held with the Library and City to familiarize the Consultant with the project and concerns of all agencies and partners.

B. *Research, Collect and Assemble Design Data*

- Utility/roadway locations and easements
- City Staff, Library, and Other Community Input, if any
- Field-verification that existing plaza, as constructed, matches Owner-provided Construction Documents

C. *Surveys*

None Required

D. *Environmental Data*

The City will research, assemble, and review existing data. No historical/cultural resource surveys are planned. A Group (c) Categorical Exclusion is anticipated for the environmental documentation.

E. *Coordination*

The Consultant will coordinate all design aspects of the project with the City, the Library, and where appropriate, the MDT.

F. *Pre-design Report*

The Consultant will prepare a pre-design report. The report shall include but shall not be limited exclusively to the following:

- Design Recommendations, including conceptual drawings of plaza hardscape, fountain (by others) accommodations, landscaping including proposed plan materials, and related work.
- Preliminary opinion of Probable Construction Cost

- Preliminary opinion of Probable Construction Schedule
- Issues relative to construction, phasing, drainage, and utility conflicts

G. *Preliminary Plans and Specifications (90%)*

- The Consultant will submit to the City four (3) sets of the preliminary plans and specifications at the 90% completion stage for review and comment.
- A meeting with the City, Library, and the Consultant will be held to discuss 90% plans/specs.

2. Final Design Phase

A. *Plans/Specifications/Project Manual (99%)*

- The Consultant shall submit to the City two (3) sets of the plans, specifications and project manual for review.

B. *Plans/Specifications/Project Manual (100%)*

- The Consultant shall coordinate the final design with the City. Plans, specifications and project manual shall be prepared in standard MDT/CTEP format.
- The Consultant shall submit to the City four (4) sets of the plans, specifications, project manual and final cost estimate (all signed and sealed by the Consultant). The City shall coordinate review of the plans, specifications, project manual and cost estimate by MDT.
- If MDT has changes, the Consultant shall make corrections to documents, including any necessary re-design, and prepare final sets. Eight (8) final sets, including cost estimates, will be provided to the City: Engineering (1); Planning (1); Park & Recreation (1); MDT (2) City Clerk (1); Library (1); Library-commissioned Artist (1)

C. *Permits/Legal Documents*

The City shall obtain any permits required for construction of the project.

3. Bidding Phase

The Consultant shall advertise for bids. The Consultant will prepare the addenda, conduct the pre-bid conference and/or walkthrough, prepare meeting minutes for the pre-bid conference, provide plan and project manual production and distribution, attend the bid opening, review bids, and recommend award.

4. Construction Phase

- A. The City shall secure two signed sets of bidding documents from contractor, including insurance, bonds, signed agreement, etc.
- B. The City and Consultant shall jointly conduct a Pre-Construction Conference and prepare minutes
- C. The Consultant shall provide four (4) sets of Construction Plans and Specifications to Contractor
- D. The Consultant shall provide construction surveying (alignment, grade and right of way)
- E. The City shall provide Project Representative, including work inspections, as needed.
- F. The Consultant shall review and approve Submittals and Shop Drawings
- G. The Consultant shall conduct quality control testing for construction materials and methods
- H. The Consultant shall conduct contract administration, including site observations, and review and approval of contractor pay requests.
- I. The City shall perform on site EEO/wage rate inspections and collect contractor payrolls
- J. The City and Consultant shall arrange for and attend coordination meetings with Contractor, City, Library, and Consultant, as needed
- K. The Contractor shall, in coordination with and cooperation by the City and consultant, prepare and submit

hard-copy record drawings as recorded manually on field copy of construction documents.

- L. The Consultant shall prepare work directives and change orders, as required
- M. The City and Consultant shall perform inspection for Substantial Completion, as well as a final inspection
- N. The Consultant shall obtain lien waivers, etc. and otherwise process contract and project closeout

AGENDA REPORT

DATE December 4, 2007

ITEM: AMENDMENT NO. 1 TO STANDARD AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES FOR WEST BANK PARK STORM DRAIN OUTFALL IMPROVEMENTS - O.F. 1482

INITIATED BY: PUBLIC WORKS DEPARTMENT/ENGINEERING DIVISION

ACTION REQUESTED: APPROVE AMENDMENT NO. 1 TO STANDARD AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

PRESENTED BY: JIM REARDEN, PUBLIC WORKS DIRECTOR

RECOMMENDATION: Approve Amendment No. 1 to the Standard Agreement Between Owner and Engineer for Professional Services between the City of Great Falls and Stelling Engineers, Inc. for the West Bank Park Storm Drain Outfall Improvements - O.F. 1482.

MOTION: "I move the City Commission approve Amendment No. 1 to the Standard Agreement for Professional Services between the City of Great Falls and Stelling Engineers, Inc. for the West Bank Park Storm Drain Outfall Improvements - O.F. 1482."

SYNOPSIS: The initial Agreement for Professional Services provided for design, preparation of plans and contract documents, and construction staking for replacing three existing storm drain ditches at the north end of West Bank Park with storm drain pipe extensions. After further evaluation of the initial design, it was decided the design concept should be modified to better integrate the storm drain improvements with the river bank and existing character of the park. The project scope was modified to: 1) maintain and improve two of the existing drainage channels; 2) salvage an existing pedestrian bridge by reconstructing the abutments and approaches; 3) extend an additional railroad culvert drain across the park; and 4) fill an unsafe and unsightly drainage ditch located along the side of the railroad right-of-way.

Amendment No. 1 in the amount of \$18,250 provides for additional engineering services to complete the modified design scope. It also adjusts the design schedule to complete the plans and specifications by February 2008.

BACKGROUND: Four storm drains currently outfall into ditches that cut across the north end of West Bank Park before emptying into the Missouri River. The banks of the largest ditch have been continually eroding causing damage to a pedestrian bridge on the City's trail system. The erosion

has also left abrupt and unsafe ditch banks within the park. Additionally, the drainage ditches have exposed unsightly utility lines.

The amended engineering services include surveying, environmental and railroad permitting, design, preparation of plans and specifications, and construction staking for an additional storm drain outfall, the filling of an existing railroad drainage ditch, and the removal and resetting of a pedestrian bridge (including reconstruction of the bridge abutments and approaches).

The lengthened design schedule takes into account time for permit processing. A project bid letting is anticipated in late winter of 2008.

Attachment: Amendment No. 1 to Standard Agreement Between Owner and Engineer For Professional Services (Not available online; on file in the City Clerk's Office.)

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

DATE December 4, 2007

ITEM Get Fit Great Falls Memorandum of Understanding

INITIATED BY Park & Recreation Department

ACTION REQUESTED Approve Memorandum of Understanding

PREPARED BY: Patty Rearden, Deputy Park & Recreation Director

PRESENTED BY: Marty Basta, Interim Park & Recreation Director

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RECOMMENDATION:

Staff recommends the City Commission approve the Memorandum of Understanding with Cascade County Physical Activity Council dba Get Fit Great Falls.

MOTION:

“I move the City Commission approve the Memorandum of Understanding with Cascade County Physical Activity Council dba Get Fit Great Falls.”

SYNOPSIS:

The purpose of this Memorandum of Understanding is to establish a general framework for the partners to promote uses and benefits of resources. The goal is to enhance the physical and mental health and wellbeing of all Cascade County residents through promotion of the Get Fit Great Falls (GFGF) initiative. This collaborative effort is being undertaken to help promote healthy lifestyles through sound nutrition and physical activity. To date, eight MOU’s have been signed including: Benefis Healthcare, Fish, Wildlife and Parks, USFWS (Benton Lake), Alliance for Youth, Cascade County, Great Falls Public Schools, Cascade County Extension Service, Forest Service.

BACKGROUND:

Get Fit Great Falls got started in 2006 and the Park & Recreation Department has participated since its inception. GFGF participated in an event at the Lewis and Clark Interpretive Center in May 2006 called "Fit for the Trail." Children and adults spent the day outdoors learning traditional Indian games on the prairie landscape (doubleball, hoop and arrow, scream and run) and some old time European games like quoits. Over 1,000 people participated in the event.

GFGF had its' first kickoff event on National Trails Day in June 2006 with an event in Gibson Park. Mayor Dona Stebbins and County Commissioner Peggy Beltrone read a proclamation and booths were provided by local outdoor sporting clubs and businesses. The City Police Department, Fire Department and City-County Health Department provided free blood pressure screenings, bicycle helmet instruction, and bicycling tips. Five hikes were offered to State Parks, Forest Service and USFWS sites, as well as a city walking tour. About 170 people participated in the hikes and at least 400 were at Gibson Park.

Throughout the summer of 2006, GFGF offered monthly hikes on National Forest lands with Forest Service staff leading the hikes and providing geology, botany and wildland fire management interpretation. About 100 people took part in these hikes.

In January 2007, GFGF collaborated with the Forest Service, Showdown, Malmstrom Air Force Base and a local ski shop to offer free snowshoe hikes on the National Forest land. Instruction, all equipment, free water bottles, and guides were provided. 79 people took part in this event despite the blustery cold day.

GFGF sponsored bicycle rides with members of the local bicycle club leading the rides on Rivers Edge Trail January through June. On National Trails Day in June 2007, GFGF conducted an even bigger event in Gibson Park. Over 20 booths with educational information about outdoor opportunities on national and state lands participated. Blood pressure screenings, free healthy food donated by local vendors, free water bottles, and free juice from local distributors were available. The Army National Guard provided a climbing wall for 16+ year olds to try. A local PE teacher provided family games on site for children and their parents to learn and participate in. Additionally, five day hikes were offered; one bicycle ride; and one trail maintenance project for citizens. Aging Services provided free transportation to the trailheads and all hikes/bike rides were lead by experienced Forest Service, USFWS, State FWP, and the Police Department personnel. The trail project is sponsored by the MT Conservation Corps and FWP. An informational article was inserted in the Great Falls Tribune and PSAs were broadcast on local radio stations and Montana Public Radio. Coverage was included on the local TV news as well. A flyer was created and distributed in the weekly take home school envelopes for all elementary students and Christian schools in the greater Great Falls area. Attendance was estimated at 1000 people.

Partnerships with GFGF includes over 24 entities from federal, state, county, and city governments, the Great Falls School District, as well as private organizations such as hospitals, Boys/Girls Club, Girl Scouts, etc. There are many energetic volunteers on the coalition and GFGF has grown thanks to the assistance of an AmeriCorps VISTA volunteer who has kept the project moving forward and been a terrific asset in planning, development and promotion.

MEMORANDUM OF UNDERSTANDING

Cascade County Physical Activity Council dba Get Fit Great Falls

and

The City of Great Falls

To Promote Physical Activity and Nutrition

This Memorandum of Understanding (MOU) is made and entered into by Cascade County Physical Activity Council dba Get Fit Great Falls (hereafter referred to as “Get Fit Great Falls”) and cooperating agencies, organizations and individuals (hereinafter referred to as “the partners”).

I. PURPOSE

The purpose of this MOU is to establish a general framework for the partners to promote uses and benefits of resources to enhance the physical and mental health and wellbeing of all Cascade County, Montana, residents through promotion of the Get Fit Great Falls initiative. This collaborative effort is being undertaken to help promote healthy lifestyles through sound nutrition and physical activity.

In support of the Get Fit Great Falls initiative, this MOU will serve to improve the efficiency and coordination of efforts related to the health of the general public with the goal of building a healthier nation.

II. STATEMENT OF MUTUAL INTEREST AND MUTUAL BENEFIT

The partners are responsible for and dedicated to the effective promotion of sound nutrition (in partnership with the City County Health Department) and physical activity. They will promote at least two of the four pillars of HealthierUS (<http://www.healthierus.gov/>):

- Be physically active
- Eat a nutritious diet

(The other two pillars are a) get preventive screenings; and b) make healthy choices.). Special attention is given to promoting physical activity environmental attributes that allow more Americans to accumulate a minimum of 30 minutes of moderate-intensity activity most days of the week. (At least 60 minutes is recommended for children and adolescents, approximately 60 minutes for adults to prevent weight gain, and at least 60 to 90 minutes to sustain weight loss.) The partners also will promote other standards in line with *The Surgeon General's Call to Action to Prevent and Decrease Overweight and Obesity* (<http://www.surgeongeneral.gov/topics/obesity/calltoaction/CalltoAction.pdf>).

The partners will encourage healthy lifestyles through outdoor recreation and conservation, education and outreach programs.

The partners will raise public awareness of the role and benefits of physical activity in maintaining good physical and mental health, and encourage healthy lifestyles through outdoor recreation and conservation education opportunities. Public lands and waters will be promoted as locations for the American public to engage in physical activities appropriate to the site, as well as to escape from the stress of urban and suburban life.

III. THE COOPERATING AGENCIES, ORGANIZATIONS AND INDIVIDUALS AGREE TO COLLABORATE TO THE EXTENT ALLOWED BY EACH COOPERATING AGENCY, ORGANIZATION, OR INDIVIDUAL'S AUTHORITY

The partners will build support for and raise the profile of Get Fit Great Falls by actively participating in the Cascade County Physical Activity Council. They will provide a universal message for all people, with an emphasis on at-risk groups such as low-income, Native American, children, and elderly populations.

Locating, capturing, and sharing upcoming funding opportunities will enhance partners' missions. As a central source of physical activity information, the Council can easily share the information with the public and cooperators and increase effectiveness through cross-discipline research, education, and outreach.

By signing this MOU, the signatory partners agree to collaborate to optimize the ability of Get Fit Great Falls to serve the people of the City of Great Falls.

IV. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND AMONG THE COOPERATING AGENCIES, ORGANIZATIONS OR INDIVIDUALS

Specific work projects or activities that involve the transfer of funds, services, or property among the parties of this MOU will require the execution of separate agreements or contracts, contingent upon the availability of funds from the partners or as appropriated by Congress or the Montana Legislature or sub unit of Montana government. Each subsequent agreement or arrangement involving the transfer of funds, services, or property between the parties of this MOU must comply with all applicable statutes and regulations, including those statutes and regulations applicable to procurement activities, and must be independently authorized by appropriate statutory authority.

This MOU in no way restricts the partners from participating in similar activities or arrangements with other public, private, or nonprofit entities.

Any information furnished to the partners under this MOU is subject to the Freedom of Information Act.

Nothing in this MOU shall obligate the partners to expend appropriations or to enter into any contract with other obligations.

Additional partners may be added to this MOU with the oral concurrence of the partners at the time of the proposed addition. A written record of the oral consent of the partners will be created and maintained by the partners. The addition of the new partners will be effected by attaching to the MOU the written consent of the heads of the new partners.

A partner may terminate participation in this MOU with a 60-day written notice to the council chairman.

V. STRUCTURE OF THE MOU WORKING GROUP AND PRINCIPAL CONTACTS

To provide for consistent and effective communication among the partners, each of the partners shall appoint a representative to the Cascade County Physical Activity Council, which will prepare an annual work plan, agree on tasks, and consider new activities, as appropriate, that may be pursued under this MOU.

Partners shall:

- Participate in scheduled meetings by sending a representative to each Get Fit Great Falls meeting;
- Designate representatives to serve on at least one standing committee; and
- Assist actively with at least four Get Fit Great Falls-sanctioned events each year.

The signatory partner to this MOU will further promote the goals of Get Fit Great Falls through any of the following actions initialed by the signatory partner:

_____ Promote Get Fit Great Falls by including the URL for a link to Get Fit Great Falls - <http://www.GetFitGreatFalls.org> – on its website.

_____ Promote Get Fit Great Falls activities in internal and external communications;

_____ Revise its public relations plan to reflect the inclusion of Get Fit Great Falls activities in its regular communications;

_____ Prepare an annual report and evaluation for Get Fit Great Falls, including accomplishments by the partner;

_____ Include a synopsis of its Get Fit Great Falls activities in the partner's annual report;

_____ Participate in the annual strategic meeting with Get Fit Great Falls leadership to identify projects;

_____ Review periodically Get Fit Great Falls' communication strategy and strategic plan, making revisions as deemed necessary; and

_____ Lead by example and promote nutrition at activities, especially those involving young people, by serving healthy snacks in accordance with University of Minnesota School of Public Health's *Guidelines for Offering Healthy Foods at Meetings, Seminars, and Catered Events* (http://www.ahc.umn.edu/ahc_content/colleges/sph/sph_news/Nutrition.pdf).

The principal City of Great Falls contact for the agreement is Patty Rearden, P.O. Box 5024, Great Falls, MT 59403, 407-771-1265, prearden@ci.great-falls.mt.us.

The following person(s) will be the principal contact(s) for the respective partner for the purposes of this agreement and the MOU at the time of execution.

John Lawton, City Manager, City of Great Falls, P.O. Box 5021, Great Falls, MT 59403

VI. DURATION OF AGREEMENT

This agreement is effective until replaced or modified and may continue subject to the availability of funds. Either party may rescind the agreement at any time for any reason.

VII. LEGAL AUTHORITY

This agreement is entered into under the following authorities:

City of Great Falls

VIII. EQUIPMENT

If equipment is procured to provide services, the agency or organization conducting the procurement will retain title to the equipment.

IX. SIGNATORIES

Peggy Beltrone, Chairwoman, Cascade County Physical Activity Council, dba Get Fit Great Falls

ATTEST:

CITY OF GREAT FALLS

Lisa Kunz, City Clerk

John W. Lawton, City Manager

REVIEWED AS TO FORM:

David V. Gliko, City Attorney

(SEAL OF CITY)

AGENDA REPORT

DATE _____ December 4, 2007 _____

ITEM _____ Revise Rivershore Mobile Home Park Site Plan _____

INITIATED BY _____ William Decker, Property Owner _____

ACTION REQUESTED _____ Approve Revised Site Plan and accompanying Agreement _____

PREPARED BY _____ Bill Walters, Senior Planner _____

APPROVED & PRESENTED BY _____ Benjamin Rangel, Planning Director _____

- - - - -

RECOMMENDATION:

The Great Falls Planning Board has recommended the City Commission approve the revised site plan for Rivershore Mobile Home Park subject to the property owner entering into an agreement containing stipulated conditions.

MOTION:

“I move the City Commission approve the revised site plan for Rivershore Mobile Home Park and the accompanying Agreement.”

SYNOPSIS:

The owner of the Rivershore Mobile Home Park at 3308 Lower River Road desires to eliminate some pads and relocate one to accommodate placement of a modular home.

BACKGROUND:

William Decker, the owner of Rivershore Mobile Home Park, has submitted an application to revise the site plan including addition of a modular dwelling unit.

Rivershore Mobile Home Park, addressed as 3308 Lower River Road, is situated on 6.8 acres legally described as Lot 8, McClean Garden Tracts. The parcel and mobile home park were annexed into the City as a part of the Upper/Lower River Road Sewer & Water District, Service District 1 project.

For additional information, please refer to the attached Vicinity/Zoning Map and site plan for the mobile home park attached to the accompanying Agreement as Exhibit “A”.

The current site plan for the mobile home park provides for 49 pads, although the park is currently licensed through the State of Montana for 46 units. The applicant intends to eliminate pads 21, 23, & 25, as shown on the attached site plan, and relocate pad 19 to the west, nearer the Missouri River, to accommodate a planned modular home site for the mobile home park manager.

Mobile home parks fall under the State’s definition of a subdivision. Consequently, any revision or addition to the involved site plan requires public review. However, it is exempt from surveying and platting requirements.

The planned modular home site will occupy a portion of the area that previously had been designated as recreation space for the mobile home park. The applicant intends to compensate this reduction in the designated recreation area by moving a fence closer to the River and designating an area between pads 40 and 42 as recreation area.

City water and sanitary sewer mains are located along the east and south boundaries of subject Lot 8. Each pad in the mobile home park is served by private on-site water and sewer systems connected to the City utility systems.

The mobile home park is in the designated floodplain of the Missouri River and any new structures or mobile home placement or replacement will be subject to floodplain regulations, including elevation requirements. See attached Memorandum, dated 9/27/07, from Kim McCleary, City Floodplain Administrator.

After considering the revised site plan during a meeting held November 13, the Planning Board unanimously passed a motion recommending the City Commission approve the requested revisions to the site plan for the Rivershore Mobile Home Park, including addition of a site in the northwest corner of subject property to accommodate placement of a modular home, subject to the property owner entering into an agreement with the City agreeing to:

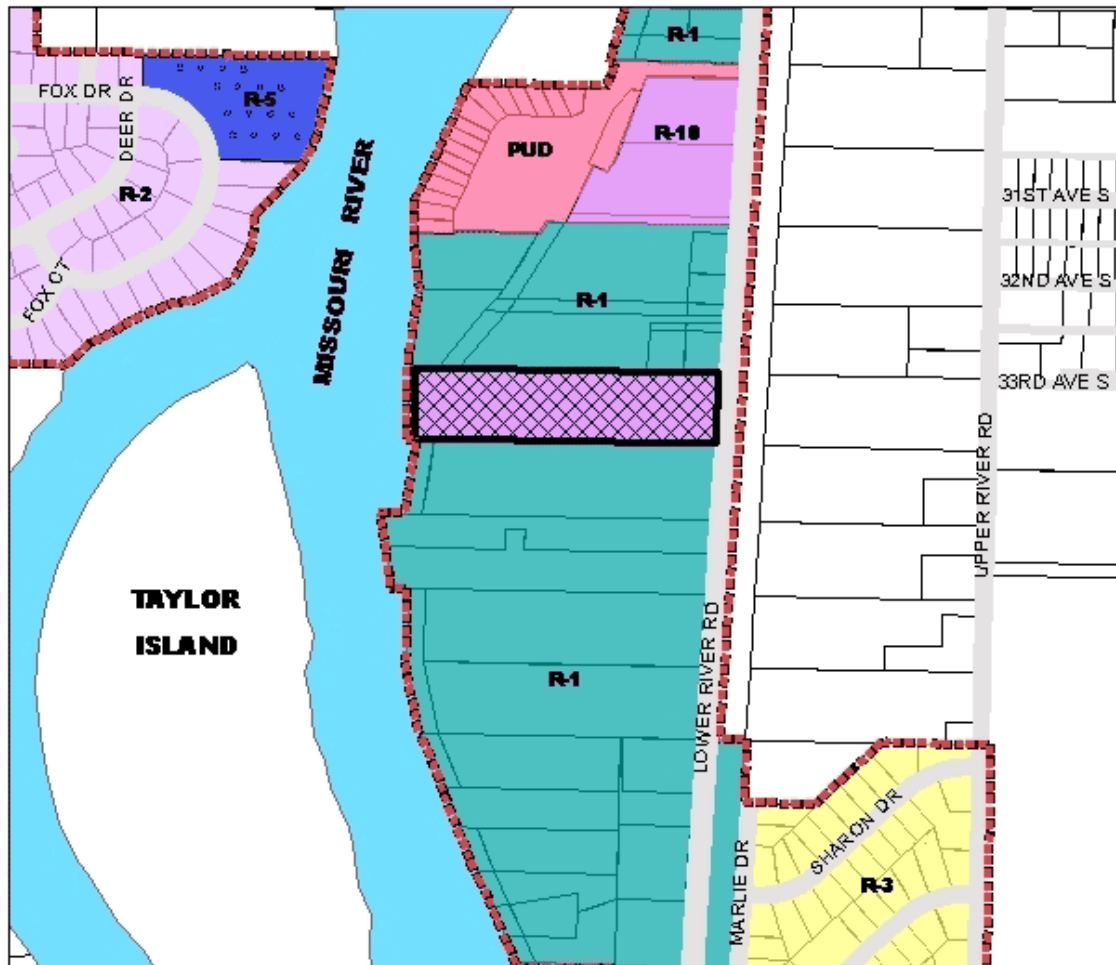
- 1) eliminate pad sites 21, 23 and 25 and relocate pad 19 to coincide with and accommodate the location of the proposed modular home; and,
- 2) not allow pad sites 21 and 40 to be reoccupied by living units, once the current occupant moves from each site; and,
- 3) designate the undefined area between pad sites 40 and 42 as a “recreation area” to be expanded to include pad site 40, when it becomes vacant.

Attach: Vicinity/Zoning Map
Agreement
Memorandum, dated 9/27/07, from Kim McCleary, Floodplain Administrator

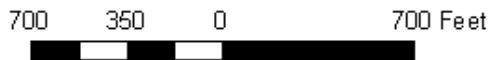
Cc w/o attach: William Decker, 3308 Lower River Road, G F MT 59405

EXHIBIT "A"

VICINITY/ZONING MAP



- RIVER SHORE MOBILE HOME PARK WHEREIN OWNER PROPOSED TO REVISE SITE PLAN TO ADD A MODULAR DWELLING UNIT
- City Limits
- R-2 Single-family medium density
- PUD Planned unit development
- R-1 Single-family suburban
- R-3 Single-family high density
- Tracts of land outside City
- R-5 Multi-family medium density
- R-10 Mobile home park



AGREEMENT

THIS AGREEMENT made and entered into on this _____ day of _____, 2007, by and between WILLIAM J. and LINDA M. DECKER, husband and wife, hereinafter referred to as "Owner," and the CITY OF GREAT FALLS, MONTANA, a municipal corporation of the State of Montana, hereinafter referred to as "City."

WITNESSETH:

WHEREAS, William and Linda Decker own Lot 8, McLean Garden Tracts, Section 23, Township 20 North, Range 3 East, Cascade County, Montana, addressed as 3308 Lower River Road; and

WHEREAS, Rivershore Mobile Home Park presently occupies subject Lot 8; and

WHEREAS, Owner has applied to revise the site plan for Rivershore Mobile Home Park, a copy of which is attached hereto as Exhibit "A" and by this reference made a part hereof, by eliminating pads 21, 23, and 25 and relocating pad 19 to the west, nearer the Missouri River, to accommodate a planned modular home site; and

WHEREAS, mobile home parks are included in the definition of a subdivision as provided in Section 76-3-103, MCA, and consequently, any revision or addition to the involved site plan requires public review; and

WHEREAS, the Great Falls Planning Board reviewed the revised site plan for Rivershore Mobile Home Park on November 13, 2007, and passed a motion recommending the revisions to the site plan for Rivershore Mobile Home Park be approved, including addition of a site in the northwest corner of subject property to accommodate placement of a modular home, subject to the following terms and conditions.

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

1. Revisions to Site Plan Attached as Exhibit "A"
Owner hereby agrees to:
 - a) eliminate pad sites 21, 23 and 25 and relocate pad 19 to coincide with and accommodate the location of the proposed modular home;
 - b) not allow pad sites 21 and 40 to be reoccupied by living units, once the current occupant moves from each site; and,
 - c) designate the undefined area between pad sites 40 and 42 as a "recreation area" to be expanded to include pad site 40, when it becomes vacant.

2. City Acceptance
City hereby agrees to approve the revised site plan for Rivershore Mobile Home Park attached as Exhibit "A".

3. Unforeseen Potentialities
It is mutually recognized, understood and agreed by City and Owner that subsequent to the time this agreement was entered into, events may occur and actions may be taken which were unforeseen by the hereinabove mentioned parties. In this perspective, it is, therefore, agreed that the parties may by mutual subsequent agreement modify the terms, conditions and covenants of this Agreement.

4. Binding Effect
The provisions, covenants and terms of this Agreement shall be placed of record in the records of Cascade County, Montana, shall run with the land and shall be binding upon all devisees, heirs, successors and assigns of the signatories affixed hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year set forth on page one hereof.

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

John W. Lawton, City Manager

Approved for Legal Content:

David V. Gliko, City Attorney

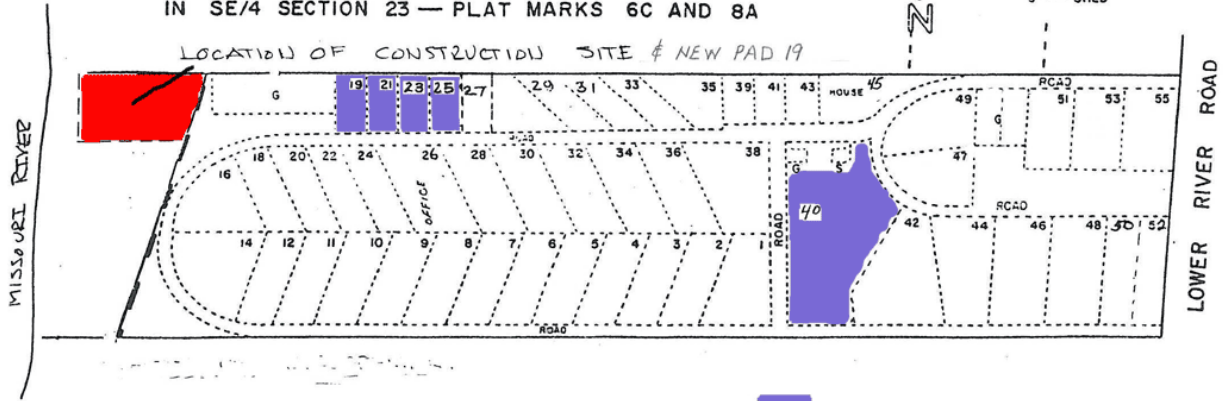
DETAIL NUMBER 2
RIVERSHORE MOBILE HOME COURT
IN LOT 8 McLEAN GARDEN TRACTS — PLAT MARKS 8 AND 8A
IN SE/4 SECTION 23 — PLAT MARKS 6C AND 8A

NOT TO SCALE
SCALE: 1" = 100'

"G" — GARAGE
"S" — SHED



LOCATION OF CONSTRUCTION SITE & NEW PAD 19



PADS TO BE ELIMINATED

Memorandum

To: Bill Walters, Senior Planner

From: Kim McCleary, Floodplain Administrator 

Date: 9/27/2007

Re: Decker – Rivershore Mobile Home Park

Mr. Decker has submitted the proper paper work and construction plans for the construction of a modular home and garage in the floodplain. The floodplain application was reviewed for conformance with floodplain regulations, a public notice was printed in the Tribune, and a floodplain permit for this project was issued on July 30, 2007.

If you have any questions, please let me know.

