



City Commission Agenda

for

August 21, 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

Recognition for Outstanding Volunteer Service

NEIGHBORHOOD COUNCILS

1. Miscellaneous reports and announcements.

PUBLIC HEARINGS

2. Segment of Burlington Northern and Santa Fe Railroad Right-of-Way along West Bank Park, between 3rd Street NW and the Missouri River. **(Presented by: Ben Rangel)**
 - A. Res. 9674, Annexes said property. Action: Conduct joint public hearing and adopt or deny Res. 9674.
 - B. Ord. 2975, Establishes zoning classification of M-2 Mixed-use transitional and I-1 Light industrial to said property. Action: Conduct joint public hearing and adopt or deny Ord. 2975.

OLD BUSINESS

NEW BUSINESS

3. Long Term Power Supply Agreement between the City of Great Falls and Electric City Power, Inc. Action: Approve or deny agreement. **(Presented by: Coleen Balzarini)**

ORDINANCES/RESOLUTIONS

4. Ord. 2979, Establish City Zoning Upon Meadowlark Addition No. 5. Assigns zoning classification of R-3 Single-family high density district to said property. Action: Accept Ord. 2979 on first reading and set public hearing for September 18, 2007. **(Presented by: Ben Rangel)**
5. Ord. 2980, Rezone Upper River Road Estates Subdivision, Lot 4, Block 1, Southridge First Addition and portion of Certificate of Survey 3391. Action: Accept Ord. 2980 on first reading and set public hearing for September 18, 2007. **(Presented by: Ben Rangel)**

6. Ord. 2981, Establish City Zoning Upon Flying J Travel Plaza Addition, Phase II (Ice Rink). Assigns zoning classification of C-2 General commercial district to said property. Action: Accept Ord. 2981 on first reading and set public hearing for September 18, 2007. **(Presented by: Ben Rangel)**
7. Ord. 2972, Amending OCCGF 13, Chapter 2, Section 070(C) pertaining to the Utility Service Area. Action: Accept Ord. 2972 on first reading and set public hearing for September 4, 2007. **(Presented by: John Lawton)**
8. Res. 9633, To Levy and Assess the Cost of Removal and Disposal of Nuisance Weeds. Action: Adopt or deny Res. 9633. **(Presented by: Coleen Balzarini)**
9. Res. 9663, Annual Tax Levy. Action: Adopt or deny Res. 9663. **(Presented by: Melissa Kinzler)**
10. Res. 9683, Assessing Business Improvement District. Action: Adopt or deny Res. 9683. **(Presented by: Coleen Balzarini)**

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

11. Minutes, August 7, 2007, Commission meeting.
12. Total Expenditures of \$2,391,444 for the period of July 31 through August 14, 2007, to include claims over \$5000, in the amount of \$2,153,163.
13. Contracts list.
14. Lien Release List.
15. Set public hearing for September 18, 2007, on Res. 9681 to assess Special Improvement Maintenance Lighting Districts.
16. Set public hearing for September 4, 2007, on Res. 9684, To Levy and Assess Properties for Unpaid Utility Service.
17. Set public hearing for September 4, 2007, on Res. 9685, Cost Recovery at 2608 1st Avenue North.
18. Set public hearing for September 4, 2007, on Res. 9686, Cost Recovery at 4727 2nd Avenue North.
19. Postpone bid award for twenty-five in-car digital cameras.
20. Approve Engineering Services Contract with Brown and Caldwell for Air Permitting Services at the Great Falls Wastewater Plant in an amount not to exceed \$26,900.
21. Approve Change Order No. 1 to United Materials of Great Falls, Inc. for the Morony Natatorium Parking Lot in the amount of \$8,000.
22. Approve final payment to Phillips Construction and the State Miscellaneous Tax Division in the amount of \$22,545.95 for the Horizon Park and Central Avenue West Water Main Replacements.
23. Approve a two-year Labor Agreement with the Painters Local #260.
24. Uphold Home Occupation Certificate issued to Chinook Winds Counseling located at 4700 12th Street NE.

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

BOARDS & COMMISSIONS

25. Reappointment, Advisory Commission on International Relationships. Reappoint Sandra Erickson for a three-year term through March 31, 2010.
26. Miscellaneous reports and announcements.

CITY MANAGER

27. Miscellaneous reports and announcements.

CITY COMMISSION

28. Miscellaneous reports and announcements.

PETITIONS AND COMMUNICATIONS

29. Miscellaneous reports and announcements.

MOTION TO ADJOURN

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

DATE August 21, 2007

ITEM Public Hearing - Resolution 9674 to Annex Segment of Burlington Northern and Santa Fe Railroad Right-of-Way along West Bank Park and Ordinance 2975 to Assign City Zoning to Same

INITIATED BY: City Administration

ACTION REQUESTED Commission Adopt Resolution 9674 and Ordinance 2975

PREPARED BY Charles Sheets, Planner I

APPROVED & PRESENTED BY Benjamin Rangel, Planning Director

- - - - -

RECOMMENDATION:

The City Planning Board has recommended the City Commission annex the segment of Burlington Northern and Santa Fe Railroad Right-of-Way (BNSF R/W) along West Bank Park and the City Zoning Commission has recommended the City Commission assign a zoning classification of M-2 Mixed-use transitional and I-1 Light industrial to the unincorporated segment of Burlington Northern and Santa Fe Railroad Right-of-Way located along West Bank Park upon annexation to the City.

MOTION: (Each motion to be separately considered)
“I move the City Commission adopt Resolution 9674.”

and

“I move the City Commission adopt Ordinance 2975.”

SYNOPSIS:

Resolution 9674 annexes the unincorporated segment of BNSF R/W to the City of Great Falls. Ordinance 2975 assigns a zoning classification of M-2 Mixed-use transitional and I-1 Light industrial to the same, upon annexation of same to City.

BACKGROUND:

A segment of Burlington Northern and Santa Fe Railroad right-of-way located along West Bank Park, between 3rd Street NW and the Missouri River, has never been annexed into the City. The right-of-way is 6.49 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 2975.

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 cities 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 West Bank Park along the eastern boundary and a mix of business uses 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 is normally dictated by the most prevalent zoning districts bordering the corridor being annexed. Specifically, M-2 Mixed-use transitional zoning borders a majority of the right-of-way at the south end and I-1 Light industrial zoning borders the remainder at the north end of the right-of-way.

On June 12, 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 City zoning classifications of M-2 Mixed-use transitional and I-1 Light industrial to the unincorporated segment of BNSF R/W.

Attach: Resolution 9674

Ordinance 2975 with Exhibit "A"
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 9674

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS TO EXTEND THE BOUNDARIES OF SAID CITY TO INCLUDE A SEGMENT OF BURLINGTON NORTHERN AND SANTA FE RAILROAD RIGHT-OF-WAY IN LOT 1 AND LOT 5 OF SECTION 2 AND LOT 4 OF SECTION 1, ALL IN TOWNSHIP 20 NORTH, RANGE 3 EAST, M.P.M. CASCADE COUNTY, MONTANA, IN ACCORANCE 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 without the boundaries thereof, a segment of the Burlington Northern and Santa Fe Railroad Right-of Way in Lot 1 and Lot 5 of Section 2 and Lot 4 of Section 1, all in Township 20 North, Range 3 East, M.P.M. Cascade County, Montana, containing 6.49 acres, according to the Certificate of Survey filed the 7th day of August, 2007 under S-0004486 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.

WHEREAS, in the judgment of the City Commission of said City, expressed by Resolution 9673 entitled:

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 IN LOT 1 AND LOT 5 OF SECTION 2 AND LOT 4 OF SECTION 1, ALL IN 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,

duly and regularly passed and adopted on the 17th day of July, 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 "A SEGMENT OF BURLINGTON NORTHERN AND SANTA FE RAILROAD RIGHT-OF-WAY IN LOT 1 AND LOT 5 OF SECTION 2 AND LOT 4 OF SECTION 1, ALL IN TOWNSHIP 20 NORTH, RANGE 3 EAST, M.P.M.."

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 29th day of July, 2007; and,

WHEREAS, a public hearing was held by the City Commission of the City of Great Falls on August 21, 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 right-of-way into the City of Great Falls; and,

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

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

That the boundaries of the City of Great Falls, Montana, be and the same are hereby extended so as to embrace and include within the corporate limits of said city all of the land hereinabove described, included as: "SEGMENT OF BURLINGTON NORTHERN AND SANTA FE RAILROAD RIGHT-OF-WAY IN LOT 1 AND LOT 5 OF SECTION 2 AND LOT 4 OF SECTION 1, ALL IN TOWNSHIP 20 NORTH, RANGE 3 EAST, M.P.M.."

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

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

That this Resolution shall become effective thirty (30) days after its passage and approval.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on this 21st day of August, 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 Resolution 9674 was placed on its final passage by the Commission of the City of Great Falls, Montana, at a meeting thereof held on the 21st day of August, 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 21st day of August, 2007.

Lisa Kunz, City Clerk

(SEAL OF CITY)

ORDINANCE 2975

AN ORDINANCE ASSIGNING ZONING CLASSIFICATIONS OF M-2 MIXED-USE TRANSITIONAL FOR THE MAJORITY OF THE RIGHT-OF-WAY AT THE SOUTH END AND I-1 LIGHT INDUSTRIAL FOR THE REMAINDER AT THE NORTH END OF A SEGMENT OF BURLINGTON NORTHERN AND SANTA FE RAILROAD RIGHT-OF-WAY, IN LOT 1 AND LOT 5 OF SECTION 2 AND LOT 4 OF SECTION 1, ALL IN TOWNSHIP 20 NORTH, RANGE 3 EAST, M.P.M. CASCADE COUNTY, MONTANA

* * * * *

WHEREAS, the properties adjoining the unincorporated segment of Burlington Northern and Santa Fe Railroad right-of-way include West Bank Park along the eastern boundary and a mix of business uses along the western boundary; 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 June 12, 2007, passed a motion recommending the City Commission of the City of Great Falls assign zoning classifications of M-2 Mixed-use transitional for the majority of the right-of-way at the south end and I-1 Light industrial for the remainder at the north end, as depicted on the zoning map attached hereto as Exhibit "A" and by this reference made a part hereof.

WHEREAS, notice of assigning zoning classifications of M-2 Mixed-use transitional for the majority of the right-of-way at the south end and I-1 Light industrial for the remainder at the north end, was published in the Great Falls Tribune advising that a public hearing on this zoning designation would be held on the 17th day of August, 2007, before final passage of said Ordinance herein; and,

WHEREAS, following said public hearing, it was found and recommended that the said zoning designations 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 designations 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 Lot 1 and Lot 5 of Section 2 and Lot 4 of Section 1, all in Township 20 North, Range 3 East, M.P.M. Cascade County, Montana, containing 6.49 acres, be designated as M-2 Mixed-use transitional for the majority of the right-of-way at the south end and I-1 Light industrial for the remainder at the north end, 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 Lot 1 and Lot 5 of Section 2 and Lot 4 of Section 1, all in Township 20 North, Range 3 East, M.P.M. Cascade County, Montana, containing 6.49 acres, 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 17th day of August, 2007.

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 2975 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 17th day of August, 2007.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said City this 17th day of August, 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 17th day of August, 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 2975 of the City of Great Falls, in three conspicuous places within the limits of said City to-wit:

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











Lisa Kunz, City Clerk

(SEAL OF CITY)

EXHIBIT "A" VICINITY/ZONING MAP



 PORTION OF BURLINGTON NORTHERN AND SANTA FE RAILROAD RIGHT-OF-WAY TO BE ANNEXED TO THE CITY AND BE ASSIGNED A CITY ZONING CLASSIFICATION OF M-2 MIX-USE TRANSITIONAL AND I-1 LIGHT INDUSTRIAL, AS INDICATED

- | | | |
|--|--|---|
|  City Limits |  C-2 General commercial |  I-1 Light industrial |
|  R-2 Single-family medium density |  M-2 Mixed-use transitional |  U Unincorporated |
|  R-6 Multi-family high density |  PLI Public Lands and Institutional | |
|  C-1 Neighborhood commercial |  POS Parks and Open Space | |



CERTIFICATE OF SURVEY

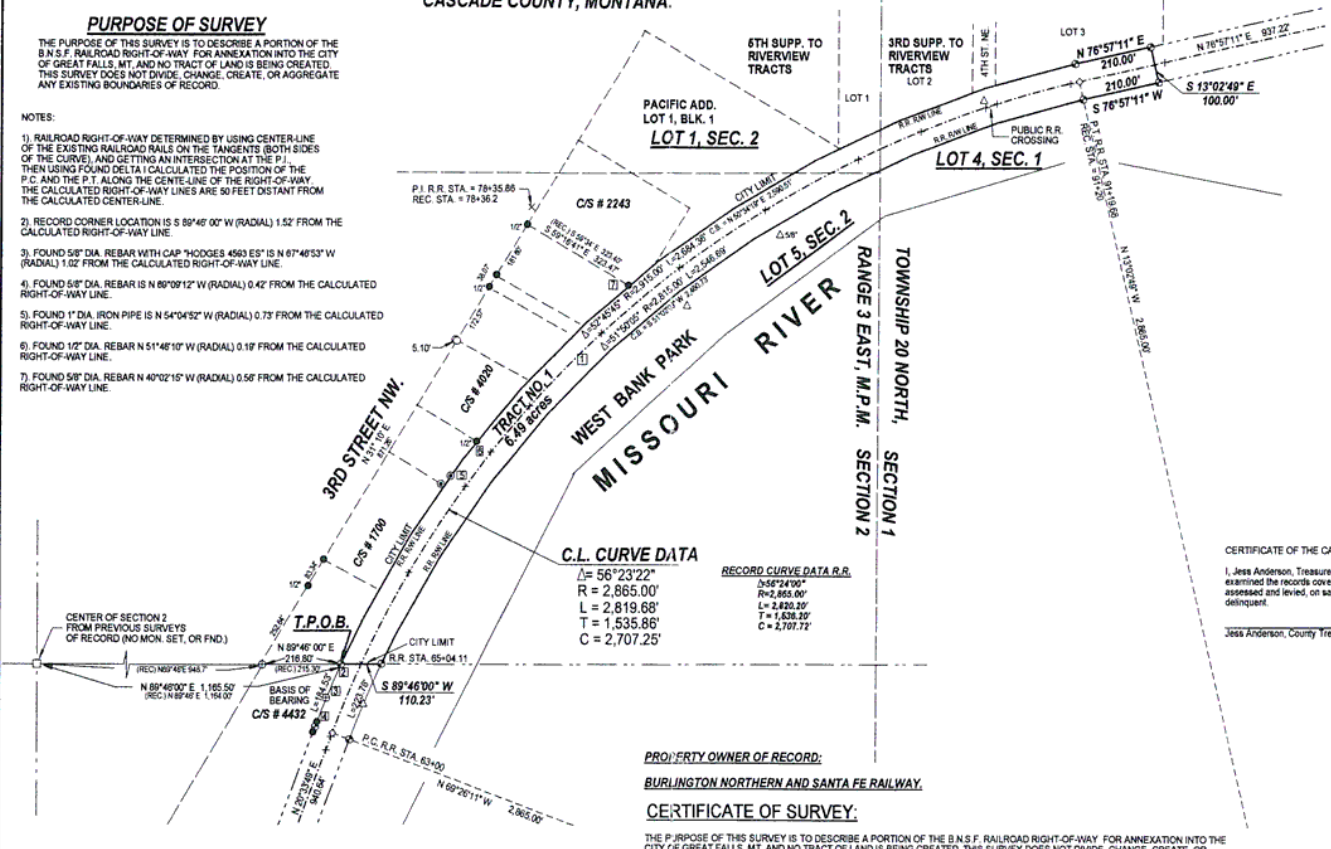
A PORTION OF THE BURLINGTON NORTHERN AND SANTA FE RAILROAD RIGHT-OF-WAY LOCATED IN LOT 1 AND LOT 5 OF SECTION 2 AND LOT 4 OF SECTION 1, ALL IN TOWNSHIP 20 NORTH, RANGE 3 EAST, M.P.M., CASCADE COUNTY, MONTANA.

PURPOSE OF SURVEY

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, MT, AND NO TRACT OF LAND IS BEING CREATED. THIS SURVEY DOES NOT DIVIDE, CHANGE, CREATE, OR AGGREGATE ANY EXISTING BOUNDARIES OF RECORD.

NOTES:

- 1) RAILROAD RIGHT-OF-WAY DETERMINED BY USING CENTER-LINE OF THE EXISTING RAILROAD RAILS ON THE TANGENTS (BOTH SIDES OF THE CURVE), AND GETTING AN INTERSECTION AT THE P.I. THEN USING FOUND DELTA I CALCULATED THE POSITION OF THE P.C. AND THE P.T. ALONG THE CENTER-LINE OF THE RIGHT-OF-WAY. THE CALCULATED RIGHT-OF-WAY LINES ARE 90 FEET DISTANT FROM THE CALCULATED CENTER-LINE.
- 2) RECORD CORNER LOCATION IS S 89°46'00" W (RADIAL) 1.52' FROM THE CALCULATED RIGHT-OF-WAY LINE.
- 3) FOUND 58" DIA. REBAR WITH CAP "HODGES 4563 55" IS N 67°46'53" W (RADIAL) 1.02' FROM THE CALCULATED RIGHT-OF-WAY LINE.
- 4) FOUND 5.8" DIA. REBAR IS N 80°09'12" W (RADIAL) 0.42' FROM THE CALCULATED RIGHT-OF-WAY LINE.
- 5) FOUND 1" DIA. IRON PIPE IS N 54°04'52" W (RADIAL) 0.73' FROM THE CALCULATED RIGHT-OF-WAY LINE.
- 6) FOUND 12" DIA. REBAR N 51°46'10" W (RADIAL) 0.19' FROM THE CALCULATED RIGHT-OF-WAY LINE.
- 7) FOUND 5/8" DIA. REBAR N 40°02'15" W (RADIAL) 0.56' FROM THE CALCULATED RIGHT-OF-WAY LINE.



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 land to be subdivided have been paid to date, and are not delinquent.
 Date: _____
 Jess Anderson, County Treasurer of Cascade County, Montana.

PROPERTY OWNER OF RECORD:
 BURLINGTON NORTHERN AND SANTA FE RAILWAY.
CERTIFICATE OF SURVEY:

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, MT, AND NO TRACT OF LAND IS BEING CREATED. THIS SURVEY DOES NOT DIVIDE, CHANGE, CREATE, 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 government lots 1 and 5 of Section 2, and government lot 4 of Section 1, all in 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 center of said Section 2; Thence N 89°46'00" E, 1,165.50 feet, along the east-west mid section line of said Section 2, to a point on the northwesterly right-of-way line of the Burlington Northern and Santa Fe Railroad, said point being the True Point of Beginning; EXTENDING THENCE 2,684.36 feet along a non-tangent curve to the right, said curve has a radius of 2,815.00 feet, a delta of 52°46'45" and a chord bearing and distance of N 50°34'19" E, 2,560.51 feet; Thence N 78°57'11" E, 210.00 feet, the last two courses being along the said northwesterly right-of-way line of the Burlington Northern and Santa Fe Railroad; Thence S 13°02'49" E, 100.00 feet, to a point on the southeasterly right-of-way line of the said Burlington Northern and Santa Fe Railroad; Thence 2,548.69 feet along a non-tangent curve to the left, said curve has a radius of 2,815.00 feet, a delta 51°50'02" and a chord bearing and distance of S 51°02'00" W, 2,460.73 feet, the last two courses being along the said southeasterly right-of-way line of the Burlington Northern and Santa Fe Railroad; to a point on the said east-west mid section line of Section 2; Thence S 89°46'00" W, 110.23 feet along said east-west mid section line, to the point of beginning, containing an area of 6.48 acres. Subject to all easements of record.

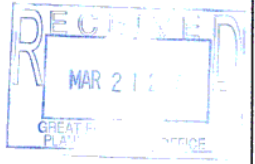
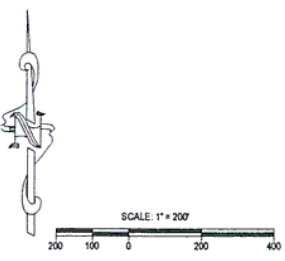
CERTIFICATE OF REGISTERED LAND SURVEYOR.
 I, Michael E. Henen, Registered Professional Land Surveyor, Montana License No. 9523 L.S., do hereby certify that in March of 2007, I performed the land survey and created the accompanying plat as shown hereon, and that all was in accordance with the provisions of the laws of Montana in Sections 76-3-402 and 403, M.C.A., and that all monuments shown are of the character and occupy the positions shown hereon.

Michael E. Henen R. P. L. S.
 Montana License No. 9523 L.S.

LEGEND

- = FOUND 58" DIA. REBAR WITH P.C. "SMITH 4747"
- ⊕ = FOUND 58" DIA. REBAR WITH P.C. "HODGES 4563ES"
- = FOUND 58" OR 12" (IN NOTES) REBAR
- ⊙ = FOUND 1" DIA. IRON PIPE
- ⊕ = SET 58" DIA. X 20" REBAR WITH P.C. "HENEN 9523 L.S."
- △ = CONTROL POINT (SPRNG)
- ▽ = P.C. OR P.T. (SET SPNG)
- (REC) = RECORD DATA
- CS# = CERTIFICATE OF SURVEY
- Ⓜ = SEE NOTE NUMBER 2

HENEN LAND SURVEYING
 Michael E. Henen
 MT Registered Land Surveyor No. 9523 L.S.
 Donald Henen
 MT Registered Land Surveyor No. 9566 L.S.
 2322 1st Ave. South Great Falls, MT 59401
 Telephone: (406) 453-7820



SURVEY OF		BNSF R.R.W.	
PROJECT NAME:		WEST BANK PCS	
1/4	SEC.	TWN.	RG.
NE	2	20 N.	3 E.
NW	1	20 N.	3 E.

COPY

3/21/07

CITY OF GREAT FALLS, MONTANA

AGENDA # 3

AGENDA REPORT

DATE August 21, 2007

ITEM Long Term Power Supply Agreement Between the City of Great Falls and Electric City Power, Inc

INITIATED BY HB 25: Requirement to Have Agreements Identifying Electricity Supplier Prior to Oct. 1, 2007

ACTION REQUESTED Approve Long Term Power Supply Agreements Between the City of Great Falls and Electric City Power, Inc. for all City Energy Requirements and Authorize the City Manager to Execute the Agreements

PRESENTED BY Coleen Balzarini, Fiscal Services Director

RECOMMENDATION: It is recommended that the City Commission approve the Long Term Power Supply Agreements with Electric City Power, Inc.

MOTION: I move the City Commission approve the Electric City Power, Inc. Long Term Power Supply Agreements and authorize the City Manager to execute the agreements.

SYNOPSIS: Among other things, the agreements outline the length of term, the responsibilities of the respective parties throughout that term, payment requirements, and conditions under which the agreement may be terminated. These long term agreements, along with other ECPI customer agreements, will become a form of security for the financing of the City's share of Highwood Generating Station.

BACKGROUND: The City of Great Falls Commission authorized the organization of Electric City Power, Inc (ECPI) in order to own, construct, finance, operate and maintain the properties, facilities, rights and interests comprising the City's municipal electric utility. ECPI is licensed by the Montana Public Service Commission as an "electricity supplier" with the authority to provide electricity supply services to certain classes of consumers within the State. Effective October 1, 2007, Montana House Bill (HB) 25 repeals primary elements of the Customer Choice Act which have been in effect for ten years. In order for the City to continue to receive its power supply from ECPI beyond October 1, 2007, it is necessary to sign Long Term Power Supply Agreements which clearly set forth the City's intentions in regards to its energy supply provider. Signing of these agreements will preserve a greater range of choices for the City. Those entities not entering into similar agreements prior to October 1, 2007 will become a customer of NWE and permanently relinquish their ability to exercise choice in selecting an electricity supplier.

LONG TERM POWER SUPPLY AGREEMENT

This Long Term Power Supply Agreement (the “*Agreement*”) is made as of the Effective Date between Electric City Power, Inc., a Montana nonprofit corporation (the “*Electric City*”) and electricity supplier licensed by the Montana Public Service Commission, and _____ (the “*Customer*”), a _____, each a “*Party*” and, collectively, the “*Parties*” to this Agreement.

RECITALS

The circumstances and facts under which this Agreement is made and executed are as follows:

1. The City of Great Falls, Montana (the “*City*”) authorized the organization of Electric City as an instrumentality of the City pursuant to the provisions of the Montana Nonprofit Corporation Act, Title 31, Chapter 2, Montana Code Annotated, as amended, to own, construct, finance, operate and maintain the properties, facilities, rights and interests comprising the City’s municipal electric utility established pursuant to Section 5.20.030, OCCGF, and to provide reliable electricity supply services to consumers within and outside of the boundaries of the City at stable, cost-based rates, all for and on behalf of the City.

2. Electric City has previously been licensed by the Montana Public Service Commission as an “electricity supplier” under the Electric Utility Restructuring and Customer Choice Act, Title 69, Chapter 8, Montana Code Annotated, as amended (the “*Customer Choice Act*”), with the authority to provide electricity supply services to certain classes of electricity consumers within the State.

3. Effective October 1, 2007, Montana House Bill 25 prospectively repeals the primary elements of the Customer Choice Act but preserves electricity supply contracts that are in effect prior to October 1, 2007 and requires that licensed electricity suppliers under the Customer Choice Act provide, and their customers be afforded, fair and open long-term access to transmission and distribution facilities, as determined by the Montana Public Service Commission.

4. Electric City, through the City, is a member of Southern Montana Electric Generation & Transmission Cooperative, Inc., (“*SME*”), a rural electric cooperative organized and doing business under the provisions of Title 35, Chapter 18 of the Montana Code Annotated.

5. Through the City, Electric City purchases electricity under a full requirements contract with SME, which in turn maintains certain portfolio power supply resources in order to provide reliable, cost-based electricity service to the City and its other member customers.

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6. Among other power supply resources, SME is undertaking the development of a 250 megawatt coal-fired electric generating facility located in Cascade County, Montana near the City of Great Falls known as the Highwood Generating Station (“HGS”), presently anticipated to begin commercial operation in 2012, which will be operated by SME and which is anticipated to become a major component of SME’s portfolio power supply resources.

6. Electric City presently intends to acquire a 15% ownership interest in HGS and, in connection with the acquisition and financing of such ownership interest, desires to enter into long-term power supply agreements with retail customers in order sell the electricity from its ownership interest at cost-based rates that will provide Electric City with revenues sufficient to enable it to pay the costs of operation, maintenance and debt service costs of its ownership interest in HGS as well as to otherwise acquire and provide low-cost power supply resources to Electric City’s customers.

7. Customer operates _____ located at _____ (the “Facility”) [or “collectively referred to as the ‘Facility’”].

8. Customer qualifies as a “[large or small] customer” under the Customer Choice Act and therefore enjoys the right to purchase electricity supply service from Electric City.

9. Customer desires to purchase and receive from Electric City its total electricity requirements for operation of its Facility, and Electric City is willing and able to secure and furnish Customer the electric power to meet Customer’s needs, during the term of this Agreement and any extension thereof.

NOW, THEREFORE, in consideration of the foregoing, the mutual promises of the parties, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

The following definitions and terms apply to this Agreement and all communications under this Agreement.

“*Billing Month*” means the time elapsed between two successive meter readings by Northwestern.

“*Delinquency Date*” has the meaning given to it in Section 4.2.

“*Delivery Point*” means the Northwestern electrical substation facility providing service to the Facility, as designated by Northwestern, or such other location as agreed by the Parties.

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“*Delivered Electricity*” means the total metered kilowatt hours of Electricity received by Customer as recorded at the Metering Facilities.

“*Effective Date*” has the meaning given to it in Section 3.2.

“*Electricity*” shall mean electric demand and energy consisting of alternating current, three phase, sixty hertz cycle.

“*Extension Term*” has the meaning given to it in Section 3.1.

“*Facility*” has the meaning given to it in the Recitals and may refer to more than one location.

“*Force Majeure*” has the meaning given to it in Section 7.1.

“*General Administrative Charges*” means Electric City’s reasonable administrative and operational costs and expenses, including overhead.

“HGS” has the meaning given to it in the Recitals.

“*Initial Term*” has the meaning given to it in Section 3.1.

“*Metering Facilities*” means the electric meter(s) located at the Customer’s Facility [or Facilities], which Metering Facilities are owned and maintained by Northwestern.

“*Northwestern*” means Northwestern Energy and any successor thereto that operates the electric distribution system which provides the delivery of Electricity to the Facility under this Agreement.

“*Supply Costs*” means, for any Billing Month, all of the actual costs and expenses incurred by Electric City and reasonably allocated to the Billing Month in generating, purchasing or otherwise acquiring sufficient supplies of Electricity to provide service to Customer under this Agreement. “Supply Costs” include, but are not limited to, all fixed and variable expenses, operation, maintenance, power management, and fuel costs of generating resources owned by Electric City, debt service costs, reserve requirements, and other amounts payable in respect of indebtedness incurred by Electric City to finance the costs of generating and power supply resources, purchased electric power costs and expenses, costs of renewable electric resources as and to the extent required by law, Taxes and Assessments, Transmission Costs, General Administrative Charges, and all other costs and expenses allocable to the Electricity supply service to Customer.

“*Taxes and Assessments*” means all applicable present and future taxes, charges, levies, duties, licenses, fees, charges, permits and assessments of any nature (including, without limitation, any universal systems benefits charge or like assessment imposed under Montana law), including interest, penalties, and additions thereto, imposed by any government, taxing, or

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regulatory authority in respect of or relating to any payments by Customer to Electric City, or deliveries of Electricity from Electric City to Customer, under this Agreement.

“*Transmission Costs*” means Electric City’s actual costs of transmitting electricity to Customer under this Agreement, including transmission losses.

ARTICLE II

SALE AND PURCHASE

Section 2.1 Sale and Purchase of Electricity. During the Initial Term of this Agreement, and any Extension Term, Electric City hereby agrees to sell and deliver or make available, or cause to be delivered or made available, and Customer agrees to purchase and receive, or cause to be purchased and received, the amount of Electricity as set forth in Section 2.2. In consideration thereof, Customer shall pay Electric City the Supply Costs set forth in Section 4.1 of this Agreement, and shall otherwise comply with the terms and conditions of this Agreement.

Section 2.2 Full Requirements. The quantity of Electricity that Customer shall purchase and receive from Electric City under this Agreement shall be the full amount of electricity that is required for all of Customer’s operations at its Facility during the Initial Term and any Extension Term of this Agreement. This Section shall not be deemed to prohibit Customer from utilizing Electricity generated by a standby generation plant, owned and/or operated by Customer, to the extent the use of such electricity may be required for short-term emergency or reliability purposes.

Section 2.3 Load Forecasts; Changes in Load Requirements. On or before May 1st for the 12 month period commencing July 1st of each year, Customer shall provide Electric City with a written forecast of its average and peak load requirements during the next calendar year. Customer further agrees to provide Electric City with reasonable advance notice of any significant changes in its load requirements due to events such as scheduled Facility maintenance and Facility expansions. Customer further agrees to comply with reasonable dispatch and scheduling procedures as Electric City may adopt or amend from time to time.

Section 2.4 No Resale. Customer agrees that it will not sell or otherwise transfer any of the Electricity delivered to it under this Agreement to any third party without Electric City’s prior written consent.

Section 2.5 Transmission and Scheduling. Electric City shall arrange and be responsible for transmission service to the Delivery Point, and shall schedule or arrange for scheduling services with its transmission providers.

Section 2.6 Distribution. Under the Customer Choice Act, electricity purchased from licensed electricity suppliers is delivered by the supplier to Northwestern for distribution to the retail customer. As between Customer and Electric City, Customer shall be solely responsible for compliance with all public utility tariffs, rules, regulations, and orders, as may be changed

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and amended from time to time, relating to the distribution of Electricity provided under this Agreement, including payment of all applicable fees and charges directly to Northwestern. Customer has provided to Electric City copies of any contracts with Northwestern for distribution services and agrees to provide to Electric any amendments or supplements thereto.

ARTICLE III

TERM AND EFFECTIVE DATE

Section 3.1 Term. Subject to Section 3.4, this Agreement shall be in full force and effect from the Effective Date for the period that is thirty-five (35) years after the Effective Date (the “*Initial Term*”). The Initial Term will be automatically extended for five year periods (the “*Extension Terms*”) unless either Party provides written notice of termination of this Agreement at least one year prior to the expiration of the Initial Term or the Extension Term then in effect.

Section 3.2 Effective Date. This Agreement shall be effective on the date of its execution and delivery by the Parties (the “*Effective Date*”).

Section 3.3 Commencement of Delivery. The date of first delivery of electricity under this Agreement shall be _____. Not less than ten (10) days before the anticipated date for the commencement of service, Customer shall give Electric City written confirmation of the commencement date, together with any revisions to the estimated average and peak demand of the Facility for the first 90 days of service.

Section 3.4 Construction of HGS. If for any reason physical, on-site construction of HGS has not begun by October 1, 2012, Customer may terminate this Agreement by providing written notice to Electric City; provided, however, that such termination may not be effective any sooner than one (1) year from the date of such notice.

ARTICLE IV

SUPPLY COSTS, BILLING, PAYMENT, AND SECURITY

Section 4.1 Supply Costs. For all Delivered Electricity made available under this Agreement in any Billing Month, Electric City agrees to charge and accept from Customer, and Customer agrees to pay Electric City an amount equal to the portion of the Supply Costs allocable to Customer during the relevant Billing Month. Supply Costs under this Agreement shall be calculated on a per kilowatt hour basis.

Section 4.2 Invoicing and Payment. Electric City will render a monthly billing statement of the Supply Costs for Electricity provided during the preceding Billing Month. The timing of Customer’s billing statement will be a function of the date that Northwestern takes a reading from Customer’s Metering Facilities. Payment shall be due and payable on or before the 15th day after the date of the monthly billing statement. If Customer’s invoice has not been paid within fifteen (15) days of the date of the billing statement, Electric City may demand immediate

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payment by providing notice to Customer. Subject to Section 4.4, if Customer's invoice is not paid in full within ten (10) days of such notice (the "*Delinquency Date*"), the account will be deemed delinquent and the provisions of Section 6.1 will apply.

Section 4.3 Audit.

(a) Customer shall have the right upon reasonable notice and during regular business hours to audit Electric City's records supporting any charge made under this Agreement. Customer may not request more than two (2) audits per calendar year and shall bear all costs of such audits. In connection with any such audit, Electric City may not be required to provide documents from the time period that is more than three (3) years prior to the date that the audit is first requested.

(b) Electric City shall have the right upon reasonable notice and during regular business hours to audit Customer's records relating to its compliance with this Agreement, including Section 2.2. Electric City may not request more than two (2) audits per calendar year and shall bear all costs of such audits. In connection with any such audit, Customer may not be required to provide documents from the time period that is more than three (3) years prior to the date that the audit is first requested.

Section 4.4 Disputed Amounts. Except with respect to faulty Metering Facilities pursuant to Section 5.1, below, if Customer, in good faith, disputes an invoice it must, within sixty (60) days of the invoice date, provide Electric City with a written statement detailing the basis for the dispute and must pay the full amount invoiced. The Parties agree to attempt in good faith to resolve disputed invoices. Disputed amounts determined to be incorrect will be credited back to Customer within ten (10) days after the determination.

Section 4.5 Security. Unless Customer otherwise establishes its creditworthiness to the reasonable satisfaction of Electric City, Customer shall provide security for its payment obligations hereunder as follows:

(a) Customer shall provide security in an amount equal to Customer's reasonably anticipated Supply Costs for two months of service under this Agreement.

(b) Security shall be provided in the form of (i) cash, (ii) an irrevocable letter of credit issued by a financial institution rated at least "A" by Moody's or Standard & Poor's, (iii) an irrevocable guaranty issued by an entity rated at least "A" by Moody's or Standard & Poor's, (iv) a surety bond issued by an insurance company rated at least "A" by Moody's, Standard & Poor's or A.M. Best or (v) such other forms of security as may be agreed to by Electric City and Customer in writing. The security shall be delivered to or for the account of Electric City.

(c) In the event of a failure by Customer to pay timely any amount due under this Agreement by the Delinquency Date, Electric City shall have the right to draw upon such security to satisfy Customer's payment obligation, whereupon Customer shall immediately restore or replenish such security to the required amount.

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(d) In the event of a failure by Customer to post, maintain or restore security for its payment obligations as provided in this Section, the provisions of Section 6.1 shall apply.

ARTICLE V

TECHNICAL AND SERVICE REQUIREMENTS

Section 5.1 Metering Facilities; Errors and Adjustments. The Metering Facilities are owned and operated by Northwestern. Upon request by Electric City, Customer agrees to request that Northwestern maintain, replace, or test the Metering Facilities for accuracy. In the event that the Metering Facilities are determined to be inaccurate, the Parties agree to follow such procedures as may be applicable to Northwestern in order to determine the appropriate amount of charge due or credit owed as the result of the inaccurate Metering Facilities. In any event, the Parties agree to attempt to agree, in good faith, as to the amount of energy furnished during such period.

Section 5.2 Equipment Maintenance and Safety. Customer shall be solely responsible for the appropriate maintenance of its electric equipment. Northwestern shall be solely responsible for the appropriate maintenance of the relevant Metering Facilities. Customer is further solely responsible to provide adequate safety protection and appropriate fuses or thermal(s) for all of its electrical equipment in order to provide for the safety of its employees, agents, licensees, or other persons, including any foreseeable misuse of electricity or related equipment.

Section 5.3 Standard of Service. Electric City agrees to use commercially reasonable diligence to provide a constant and uninterrupted supply of Electricity to Customer under this Agreement. Without limitation on the generality of the foregoing, in performing its obligations under this Agreement, Electric City agrees as follows:

(a) to manage and maintain its electrical supply portfolio in a commercially reasonable manner to provide resources sufficient to render service to Customer in accordance with this Agreement; and

(b) to undertake commercially reasonable actions to secure firm transmission service necessary to meet its service obligations hereunder and to prevent diminutions, interruptions or outage in Electricity deliveries.

Section 5.4 Compliance with Law. Customer and Electric City agree to comply with all applicable federal, state, and local laws, rules, regulations, ordinances, orders, licenses, and tariffs, now in existence or as may be enacted or amended in the future, relating to this Agreement or such party's performance hereunder.

Section 5.5 Access. Customer grants Electric City, its employees and agents or other authorized persons access at reasonable hours upon reasonable prior notice from Electric City to inspect, test, or read Customer's Metering Facilities and related equipment, provided that

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Electric City agrees to refrain from using such access in a manner that unreasonably interferes with Customer's operations at the Facility.

ARTICLE VI

TERMINATION AND DEFAULT

Section 6.1 Events of Default. Each of the following shall constitute an event of default under this Agreement:

- (a) failure by Customer to pay any amount due under this Agreement on or prior to the Delinquency Date;
- (b) failure by Customer to post security for its payment obligations pursuant to Section 4.5 within 30 days of Electric City's request therefor;
- (c) failure by Customer to maintain or replenish security as provided in Section 4.5;
- (d) bankruptcy, insolvency or reorganization of Customer without an assumption of this Agreement within 60 days of the commencement of any such proceeding; or
- (e) any other default by Customer in its material obligations under this Agreement.

Upon the occurrence of an event of default, Electric City may (i) immediately suspend all service under this Agreement by written notice to Customer and (ii) terminate this Agreement by an additional written notice to Customer fixing a termination date which shall be no earlier than thirty (30) days after the date of the notice of termination. At the time Electric City provides such additional notice of termination to Customer, Electric City may also inform the distribution utility of the effective date of such contract termination. Any notice of termination of this Agreement may be rescinded by Electric City in the event that Customer cures all events of default that have occurred and are continuing and takes such other actions (including the prepayment of future billing statements and/or the posting of additional security) as Electric City may reasonably require.

Section 6.2 Electric City Default; Emergency Service. In the event that Electric City fails to provide Electricity under this Agreement sufficient to meet Customer's requirements pursuant to Section 2.2 and Customer obtains electricity service from a public utility or other electricity service supplier ("*Emergency Service*"), Electric City agrees to pay directly for such Emergency Service to the extent required by law, rule, regulation, or tariff and to otherwise hold Customer harmless for the costs of such Emergency Service; provided, however, that Customer shall remain responsible for payment under this Agreement during the time that Customer receives such Emergency Service at a rate that is not higher than Customer's average Service Charges for the previous three months of service. Customer may terminate this Agreement if

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and only to the extent that Customer is required by law to take electricity service, on a permanent basis, solely from a public utility as the result of Electric City's failure to provide Electricity pursuant to this Agreement sufficient to meet Customer's requirements pursuant to Section 2.2.

Section 6.3 Remedies. The rights and remedies set forth in this Agreement are cumulative with all other rights and remedies available at law or equity and each Party reserves all of its rights and remedies available in law or equity unless otherwise expressly provided in this Agreement.

Section 6.4 Limitation on Damages. If no remedy or measure of damages is expressly provided for with regard to an event of default under this Agreement, then the liability of the defaulting Party is limited to direct damages actually suffered by the non-breaching Party. Anything in this Agreement or at law or in equity to the contrary notwithstanding, in no event will either Party be liable to the other Party or to any third party for incidental, indirect, consequential or punitive damages relating to or otherwise arising out of this Agreement, including without limitation, lost profits or business interruption, regardless of how such damages are caused, including the sole, joint or concurrent negligence of either Party, and each Party hereby releases the other from such claims, damages, and liabilities.

Section 6.5 Mitigation of Damages. Electric City and Customer shall act in a commercially reasonable manner to mitigate any and all damages incurred in connection with this Agreement. Neither Party may terminate this Agreement, or default on this Agreement, with the sole intent of selling or purchasing supply electrical service to or from another, non-affiliated party.

ARTICLE VII

FORCE MAJEURE

Section 7.1 Force Majeure Event. For purposes of this Agreement, Force Majeure shall mean any event or occurrence which causes the inability of Electric City to perform under this Agreement and which is not reasonably within the control of Electric City. Force Majeure shall include but not be limited to the following:

(a) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms, or storm warning, such as tornados, which result in evacuation of affected area, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery, equipment or lines of electric transmission or distribution systems;

(b) interruption, diminution, or curtailment of all or any part of the power supply resources to Electric City necessary to enable it to meet its obligations under this Agreement for reasons that would constitute force majeure under the supply agreement between Electric City and its supplier;

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(c) an event or circumstance by reason of which Electricity cannot be physically delivered to or received by Customer at the Delivery Point other than as a result of an act or failure to act by any of the Parties hereto;

(d) acts of others including but not limited to strikes, lockouts, or other industrial acts of others, or other industrial disturbances, riots, sabotage, insurrections of wars; and

(e) governmental actions such as those requiring compliance with any court order, administrative order, fine, penalty, enforcement order, directive, law, statute, ordinance or regulation promulgated by a governmental authority having jurisdiction.

Section 7.2 Performance Excused; Obligations Suspended. If Electric City is unable to perform all or part of its obligations under this Agreement due to Force Majeure, and Electric City notifies Customer as soon as is reasonably practicable of the Force Majeure and the extent to which the Force Majeure is expected to impact Electric City's performance, then the failure by Electric City to perform is excused to the extent and for the duration of the Force Majeure, and the obligations of Electric City shall be suspended to the extent and for the duration of the Force Majeure. Electric City shall use commercially reasonable efforts to eliminate or avoid the Force Majeure and resume performing its obligations.

ARTICLE VIII

INDEMNIFICATION

Section 8.1 Indemnification.

(a) Except as otherwise provided in this Agreement, Electric City hereby agrees to indemnify, defend, and hold harmless Customer, including, without limitation, Customer's agents, officers, employees, elected and appointed officials, and members, from any claim, liability, demand, judgment, right or cause of action arising out of or in any way related to any wrongful act or omission of Electric City or its agents or employees acting within the scope of their employment;

(b) Except as otherwise provided in this Agreement, Customer hereby agrees to indemnify, defend, and hold harmless Electric City, including, without limitation, Electric City's agents, officers, employees, elected and appointed officials, and members, from any claim, liability, demand, judgment, right or cause of action arising out of or in any way related to any wrongful act or omission of Customer or its agents or employees acting within the scope of their employment.

ARTICLE IX

NOTICES

Section 9.1 Notices. All notices and requests pursuant to the Agreement shall be given by facsimile, prepaid registered or certified mail return receipt requested, private courier service, or by personal delivery, and shall be deemed to have been given on the date received, except facsimile notification shall be deemed given when sent, and shall be sent to the following addresses or facsimile numbers:

NOTICES AND BILLING TO CUSTOMER:

Telephone: ()
Facsimile: ()

NOTICE AND BILLING TO ELECTRIC CITY:

Electric City Power
Attn: Fiscal Services
PO Box 5021
Great Falls, MT 59403
Telephone: (406) 455-8478
Facsimile: (406) 452-8048

Either Party may change its notice address by written notice to the other Party, which notices shall be effective only upon receipt.

ARTICLE X

GENERAL PROVISIONS

Section 10.1 Representations and Warranties.

(a) Electric City hereby represents, covenants, and warrants to Customer as follows: (i) Electric City is a nonprofit corporation duly organized by the City under the provisions of the Montana Nonprofit Corporation Act; (ii) Electric City was created and is operated for the purpose, among other things, to own, construct, finance, operate and maintain the properties, facilities, rights and interests comprising the City's municipal electric utility; (iii) Electric City is duly licensed by the Montana Public Service Commission as an "electricity supplier" under the Customer Choice Act, with the authority to provide electricity supply services to certain classes of electricity consumers within the State; and (iv) Electric City has the power to enter into this Agreement and to perform and observe the agreements and covenants on its part contained herein and by proper corporate action has duly authorized the execution and delivery hereof.

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(b) Customer hereby represents, covenants, and warrants to Electric City as follows: (i) Customer is a _____, duly organized under the provisions of _____; and (ii) Customer has the power to enter into this Agreement and to perform and observe the agreements and covenants on its part contained herein and by proper corporate action has duly authorized the execution and delivery hereof.

Section 10.2 Dispute Resolution. The Parties agree to attempt, in good faith, to resolve informally and promptly any controversy or claim arising out of any matter relating to this Agreement in discussions to be undertaken by senior executives of the Parties.

Section 10.3 Governing Law. This Agreement must be construed and its performance enforced under the laws of the State of Montana, excluding any choice of law or rules that would otherwise require the application of the laws of any other jurisdiction.

Section 10.4 Interpretation. In this Agreement, (a) words denoting the singular shall include the plural and vice versa; (b) the references to “Section” or “Article” mean the specified Section or Article of this Agreement and the expressions “hereof”, “herein”, “hereto”, “hereunder”, “hereby” and similar expressions refer to this Agreement as a whole and not to any particular Section, subsection or other subdivision, attachment or schedule; (c) all accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles; (d) the use of words with a particular gender and where applicable, to a corporation, shall not limit the scope or exclude the application of any provision of this Agreement to such person or person(s) or circumstances as the context otherwise permits; (e) the headings of Articles and Sections in this Agreement are inserted solely for the convenience of reference and are not intended as complete or accurate descriptions of their content; and (f) all dollar amounts referred to in this Agreement are in United States dollars unless otherwise noted.

Section 10.5 Assignment. Neither Party shall assign this Agreement or its rights without the prior written consent of the other Party, which consent shall not be unreasonably withheld; provided that Electric City may pledge its rights and interests under the Agreement to secure the financing for its interest in HGS and the indenture trustee for or any receiver in connection with such financing shall be a third-party beneficiary of this Agreement.

Section 10.6 Entire Agreement. This Agreement contains the Parties’ final and mutual understanding relating to the matters in this Agreement and supersedes and replaces all prior agreements and understandings, whether written or oral. This Agreement may not be modified or replaced except by another written agreement signed by an authorized representative of each Party.

Section 10.7 Waivers. None of the requirements of this Agreement shall be considered waived by either Party unless the waiver is written and signed by an authorized representative of the Party. Further, no waiver by either Party hereto of any one or more defaults by the other in the performance of any of the provisions of this Agreement shall be construed as a waiver of any other default or defaults whether of a like kind or different nature.

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Section 10.8 Severability. If any provision of this Agreement is held invalid or unenforceable, all other provisions shall not be affected. With respect to any provision held invalid or unenforceable, the Parties shall amend or modify this Agreement as necessary to effect as closely as possible the Parties' original intent.

Section 10.9 Preparation of Agreement. This Agreement shall be considered for all purposes as prepared through the joint efforts of the Parties and shall not be construed against one Party or the other as a result of the manner in which this Agreement was negotiated, prepared, drafted, or executed.

Section 10.10 No Third-Party Beneficiaries. Except as provided in Section 10.5, nothing in this Agreement, either expressed or implied, is intended or shall be construed to create in favor of any person or entity not a Party to this Agreement any rights or remedies under this Agreement except for a successor or permitted assignee of a Party.

Section 10.11 Further Assurances. Consistent with the Parties' intention to provide for the long-term supply of Electricity under this Agreement at stable, cost-based rates, if either Party reasonably determines or is reasonably advised that any further instruments, actions, or any other things are necessary, prudent, or desirable to effectuate the terms of this Agreement, the other Party shall execute and deliver all such instruments and assurances and do all things reasonably necessary to carry out the terms of this Agreement.

Section 10.12 Time of Essence. Time shall be of the essence in this Agreement.

Section 10.13 Counterparts. This Agreement may be executed in any number of counterparts and each executed counterpart shall have the same force and effect as an original instrument.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement this __ day of _____, 2007.

AGENDA REPORT

DATE August 21, 2007

ITEM Ordinance 2979 to Establish City Zoning Upon Meadowlark Addition No. 5

INITIATED BY Meadowlark Partners, LLP, Property Owner and Developer

ACTION REQUESTED Commission Accept Ordinance 2979 on First Reading and Set Hearing

PREPARED BY Charles Sheets, Planner 1

APPROVED & PRESENTED BY Benjamin Rangel, Planning Director

- - - - -

RECOMMENDATION:

It is recommended the City Commission assign a zoning classification of R-3 Single-family high density district to Meadowlark Addition No. 5, upon annexation to the City.

MOTION:

“I move the City Commission accept Ordinance 2979 on first reading and set a public hearing for September 18, 2007, to consider adoption of Ordinance 2979.”

SYNOPSIS:

Ordinance 2979 assigns a zoning classification of R-3 Single-family high density district to Meadowlark Addition No. 5, upon annexation of same to City. The proposed development consists of 20 residential lots ranging in size from 9,156.80 sq. ft. to 12,276.88 sq. ft.

BACKGROUND:

On May 15, 2007, the City Commission conditionally approved the Preliminary Plat of Meadowlark Addition No. 5 located southwest of Grande Vista Park and immediately east of Flood Road. Lots in the subdivision will be accessed by Ferguson Drive to the north and Flood Road to the west. The developer will install standard City paving, curb and gutter in DeLea Drive and Ferguson Drive being dedicated on the subdivision plat.

City water and sanitary sewer mains will be installed in DeLea Drive and Ferguson Drive. A water main will also be installed in Flood Road right-of-way to loop the water mains in DeLea Drive and Camas Drive.

Surface drainage from the subdivision will flow northeasterly on Ferguson Drive and Alpine Drive to the nearest storm sewer main in Buena Drive at the northeast side of Grande Vista Park.

The portion of Flood Road abutting the development will be annexed simultaneously with the subdivision. In addition, the developer will dedicate an additional 10 feet for Flood Road and will escrow sufficient funds to pay for 50 percent of the costs of a standard City minor roadway section and the remaining segment of an 8 inch water main to be installed in the abutting portion of Flood Road when deemed necessary by the City. The developer will be entitled to reimbursement of a proportionate share of the water main installed in Flood Road from the owner of the parcels abutting the west side of Flood Road when it is annexed to the City.

To fulfill the park obligation, the developer will pay a fee in lieu of dedicating land.

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

The final engineering documents relative to the final plat of Meadowlark Addition Phase 5 have been approved by the Public Works Department.

Staff concludes that the basic conditions set forth in the conditional approval of the Preliminary Plat of Meadowlark Addition No. 5 are being met by the developer in the overall process of final plat, final engineering and Annexation Agreement preparation.

Subject property is presently zoned in the County as "R-2" Low Density Residential District and is proposed to be zoned R-3 Single-family high density upon annexation to the City.

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

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

Subject property is a natural progression of the City's growth and borders Meadowlark Addition No. 4, which also is being developed as a single-family residential subdivision.

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

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

It is anticipated the City Commission, following the public hearing on September 18, 2007, will consider an annexation resolution, annexation agreement and final plat for Meadowlark Addition No. 5, simultaneously with Ordinance 2979

Attach: Vicinity/Zoning Map
Reduced Copy of Final Plat
Ordinance 2979

cc: Meadowlark Partners, 1333 Alpine Dr., Great Falls MT 59404
William Miller, HKM Engineering, P.O. Box 49, Black Eagle MT 59403

ORDINANCE 2979

AN ORDINANCE ASSIGNING A ZONING CLASSIFICATION OF
R-3 SINGLE-FAMILY HIGH DENSITY DISTRICT TO
MEADOWLARK ADDITION NO. 5,
IN THE SE1/4 OF SECTION 22, TOWNSHIP 20 NORTH, RANGE 3 EAST,
P.M.M., CASCADE COUNTY, MONTANA

* * * * *

WHEREAS, Meadowlark Partners, LLP, have petitioned the City of Great Falls to annex Meadowlark Addition No. 5, located in the SE1/4 of Section 22, Township 20 North, Range 3 East, P.M.M., Cascade County, Montana; and,

WHEREAS, Meadowlark Partners, LLP, have petitioned said Meadowlark Addition No. 5, be assigned a City zoning classification to accommodate single-family residences, upon annexation to City; and,

WHEREAS, notice of assigning a zoning classification of R-3 Single-family high density district, to said Meadowlark Addition No. 5, was published in the Great Falls Tribune advising that a public hearing on this zoning designation would be held on the 18th day of September, 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 Meadowlark Addition No. 5 be designated as R-3 Single-family high density district classification.

Section 3. This ordinance shall be in full force and effect either thirty (30) days after its passage and adoption by the City Commission or upon filing in the office of the Cascade County Clerk and Recorder the resolution annexing Meadowlark Addition No. 5, 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 18th day of September, 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 2979 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 18th day of September, 2007.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said City on this 18th day of September, 2007.

Lisa Kunz, City Clerk

(SEAL OF CITY)

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

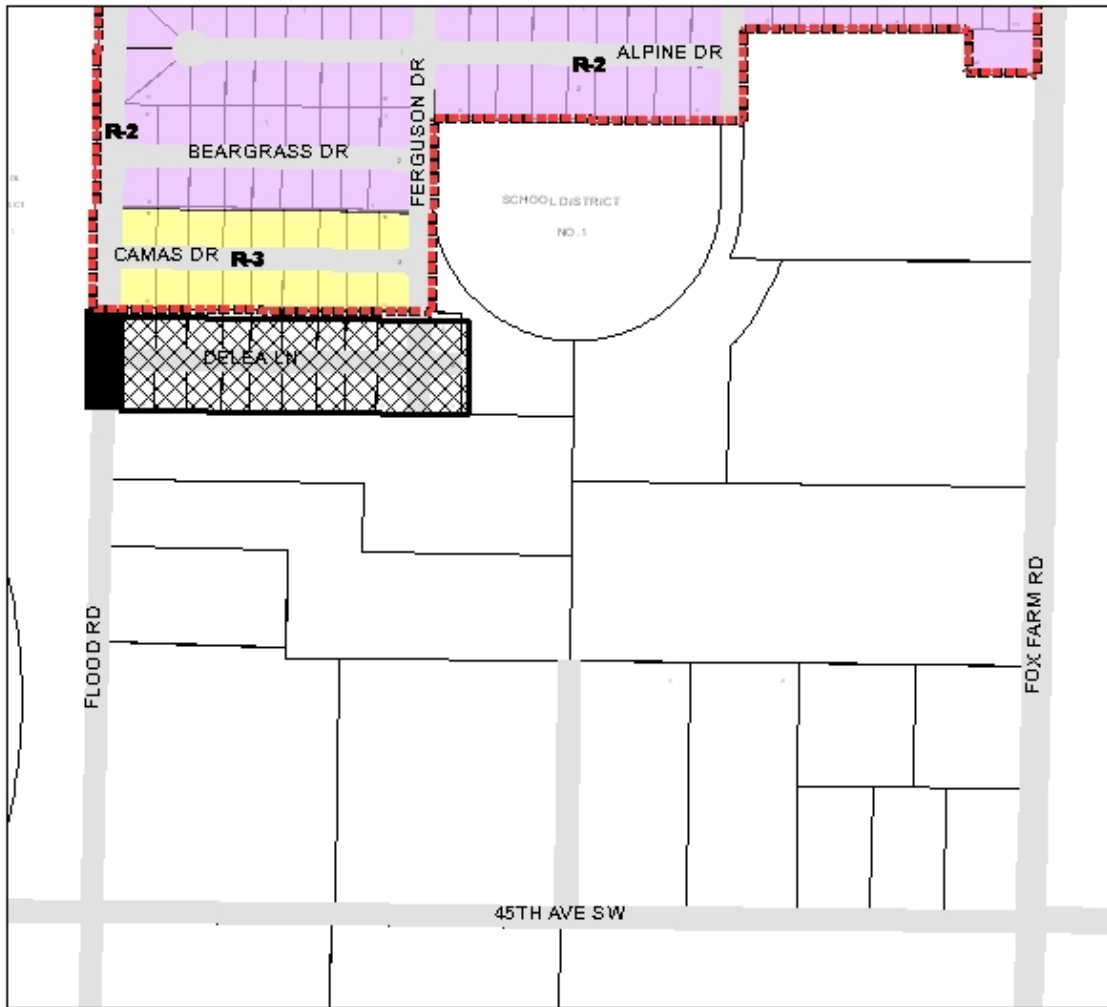
Lisa Kunz, being first duly sworn, deposes and says: That on the 18th day of September, 2007, and prior thereto, she was the City Clerk of the City of Great Falls, Montana; that as said City Clerk she did publish and post as required by law and as prescribed and directed by the Commission, Ordinance 2979 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

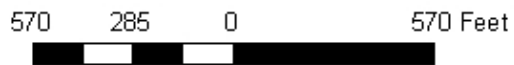
Lisa Kunz, City Clerk

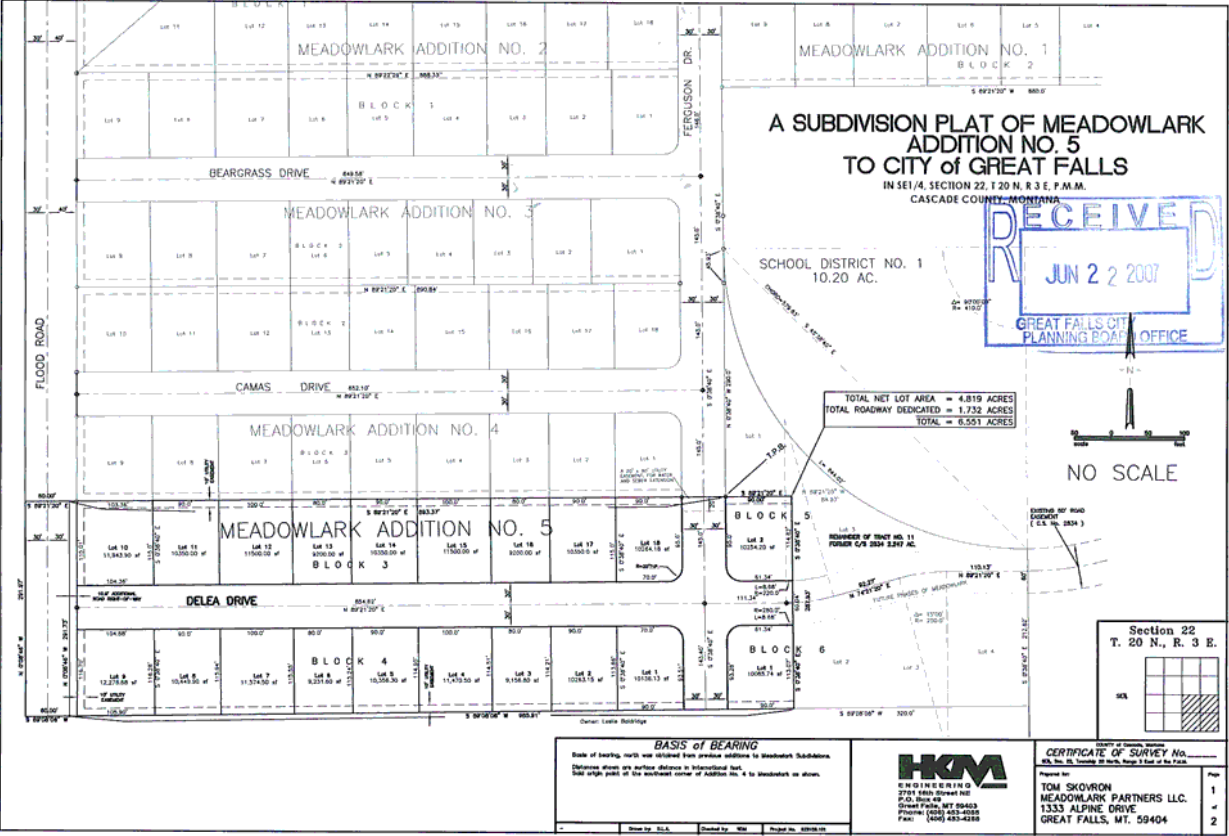
(SEAL OF CITY)

VICINITY/ZONING MAP



-  MEADOWLARK ADDITION NO. 5
-  PORTION OF FLOOD ROAD TO BE ANNEXED SIMULTANEOUSLY WITH MEADOWLARK ADDITION NO. 5
-  City Limits
-  Tracts of land outside City
-  R-2 Single-family medium density
-  R-3 Single-family high density





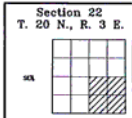
A SUBDIVISION PLAT OF MEADOWLARK ADDITION NO. 5 TO CITY OF GREAT FALLS
 IN SE1/4, SECTION 22, T. 20 N. R. 3 E. P.M.M.
 CASCADE COUNTY, MONTANA

RECEIVED
 JUN 22 2007
 GREAT FALLS CITY PLANNING BOARD OFFICE

SCHOOL DISTRICT NO. 1
 10.20 AC.

TOTAL NET LOT AREA = 4.819 ACRES
 TOTAL ROADWAY DEDICATED = 1.732 ACRES
 TOTAL = 6.551 ACRES

NO SCALE



BASIS OF BEARING
 Basis of bearing, north, was obtained from previous addition to Meadowlark Subdivisions.
 Optimum angles are neither obtained in this subdivision plat.
 See strip points at the southeast corner of Addition No. 4 to Meadowlark as shown.

HCM
 H. C. M. & S. ENGINEERS & SURVEYORS
 2701 Main Street NE
 Great Falls, MT 59403
 Phone: (406) 463-0098
 Fax: (406) 463-4288

CERTIFICATE OF SURVEY No. _____
 Prepared for:
 TOM SKOVRON
 MEADOWLARK PARTNERS LLC.
 1333 ALPINE DRIVE
 GREAT FALLS, MT. 59404

Page
 1
 2

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

DATE August 21, 2007

ITEM Ordinance 2980 to Rezone Upper River Road Estates Subdivision; Lot 4, Block 1, Southridge First Addition; and, portion of Certificate of Survey 3391

INITIATED BY Gene Thayer, Property Owner and Developer and John Stewart, Property Owner

ACTION REQUESTED Commission Accept Ordinance 2980 on First Reading and Set Hearing

PREPARED BY Charles Sheets, Planner 1

APPROVED & PRESENTED BY Benjamin Rangel, Planning Director

- - - - -

RECOMMENDATION:

It is recommended the City Commission rezone the area being platted as Upper River Road Estates Subdivision; Lot 4, Block 1, Southridge First Addition; and, the remainder portion of property described in Certificate of Survey 3391 from R-1 Single-family suburban zoning district to PUD Planned unit development district.

MOTION:

“I move the City Commission accept Ordinance 2980 on first reading and set a public hearing for September 18, 2007, to consider adoption of Ordinance 2980.”

SYNOPSIS:

Ordinance No. 2980 rezones the area being platted as Upper River Road Estates Subdivision; Lot 4, Block 1, Southridge First Addition; and, the remainder portion of property described in Certificate of Survey 3391 from R-1 Single-family suburban zoning district to PUD Planned unit development district.

BACKGROUND:

Upper River Road Estates Subdivision includes 20 single-family residential lots and one lot wherein 12 residential condominium units are proposed. Said Lot 4, Block 1, Southridge First Addition and remainder portion of the property described in Certificate of Survey 3391 consisting of 5.25± acres is to be zoned simultaneously with Upper River Road Estates Subdivision.

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

Access to the lots in the subdivision will be from Upper River Road and 40th Avenue South. Within the subdivision, the yet to be named street will be dedicated as public right-of-way and will provide access to all of the single-family lots. The cul-de-sacs are proposed to add curb length to accommodate access to the lots in the corners of the subdivision. The roadway within the subdivision will be improved to City standards with paving, curb and gutter with the exception of the driveways within Southridge Condominiums and the private drives to the two existing homes that are provided by existing easements.

The developer has been advised of a feasibility study and the current route alignment study being conducted by the Montana Department of Transportation for the South Arterial. Until the study is completed, staff does not know what direct impact, if any, a future possible South Arterial may have on the site or the subdivision. The site was within the alignment recommended in a previous route study conducted in 1979-80.

City water and sewer mains were extended into the vicinity as part of the Upper/Lower River Road Water and Sewer District, Phase 1 project and will be extended to provide services to all parcels within this subdivision. The proposed subdivision generally slopes from east to west. Surface drainage collected in the subdivision roadway will be directed to the southwest corner of the subdivision. The developer will be required to prepare a storm drainage plan to the satisfaction of the Public Works Department.

To fulfill the subdivision's park obligation, the developer will pay a fee in lieu of dedicating land.

The developer intends to retain ownership of a larger remainder parcel, described in Certificate of Survey 3391. He proposes to combine a portion of the parcel with Lot 4, Block 1, Southridge First Addition, upon which his home site is located. The remainder will be retained as an undeveloped area to preserve views from the two existing home sites.

It is recommended, in conjunction with approval of this subdivision, that the owners be required to waive their rights to protest creation of any future special improvement district to assist in financing their proportionate share of the cost to improve Upper River Road and 40th Avenue South, when deemed necessary by the City.

Speaking at the public hearing in support of the subdivision were Mr. Roland Leitheiser and Mr. John Stephenson-Love, stating the subdivision would be an asset to the area and that the development will benefit the surrounding area, as well as, be an additional source of revenue for the Upper Lower River Road Water and Sewer District.

Subject property is presently zoned "R-1" Single-family suburban district. It is proposed the property be rezoned PUD Planned unit development district simultaneously with approval of the subdivision. The owners have provided building envelopes for each lot.

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 was annexed into the City as part of the Upper/Lower River Road Water and Sewer District, Phase 1 project. Upper River Road Estates Addition abuts Southridge Condos which were assigned a zoning classification of PUD when annexed into the City.

It is anticipated the planned single-family residential and condominium use of the property within a PUD zoning classification will be compatible with neighboring uses and zoning. Therefore, staff concludes the above-cited criteria are substantially met.

Staff concludes that the basic conditions set forth in the conditional approval of the Preliminary Plat of Upper River Road Estates are being met by the developer in the overall process of Final Plat, Certificate of Survey, Amended Plat, Final Engineering and Development Agreement.

It is anticipated the City Commission, following the public hearing on September 18, 2007 will consider a development agreement, all related to Upper River Road Estates Subdivision; Lot 4, Block 1, Southridge First Addition; and, the remainder portion of property described in Certificate of Survey 3391, simultaneously with Ordinance 2980.

Attach: Ordinance 2980 with Exhibit "A"

cc: Eugene & Jane Thayer, 220 40th Ave S
Woith Engineering, 1725 41st St S

ORDINANCE 2980

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION ON THE AREA BEING PLATTED AS UPPER RIVER ROAD ESTATES SUBDIVISION; LOT 4, BLOCK 1, SOUTHRIDGE FIRST ADDITION; AND, THE REMAINDER PORTION OF PROPERTY DESCRIBED IN CERTIFICATE OF SURVEY 3391 FROM R-1 SINGLE-FAMILY SUBURBAN ZONING DISTRICT TO PUD PLANNED UNIT DEVELOPMENT DISTRICT

* * * * *

WHEREAS, on the 6th day of March, 2006, the City Commission of the City of Great Falls, Montana, adopted a certain Ordinance designated as Ordinance 2960 entitled: “AN ORDINANCE ASSIGNING ZONING CLASSIFICATIONS OF R-1 SINGLE-FAMILY SUBURBAN, R-10 MOBILE HOME PARK, R-3 SINGLE-FAMILY HIGH DENSITY AND PUD PLANNED UNIT DEVELOPMENT, FOR PORTIONS OF SERVICE DISTRICT NO. 1 WITHIN UPPER/LOWER RIVER ROAD WATER & SEWER DISTRICT, IN SECTIONS 23, 24, 25, AND 26, TOWNSHIP 20 NORTH, RANGE 3 EAST, P.M.M., CASCADE COUNTY MONTANA”; and,

WHEREAS, said Ordinance No. 2960 became effective the 5th day of April, 2007; and,

WHEREAS, said Ordinance No. 2960 has placed the following described property situated in the City of Great Falls, Cascade County, Montana, in a R-1 SINGLE-FAMILY SUBURBAN DISTRICT, as defined therein:

the area being platted as Upper River Road Estates Subdivision; Lot 4, Block 1, Southridge First Addition; and, the remainder portion of property described in Certificate of Survey 3391 in the SE¹/₄, Section 23, the SW¹/₄, Section 24, NW¹/₄, Section 25, and the NE¹/₄, Section 26, Township 20 North, Range 3 East, P.M. MT. Cascade County, Montana, as depicted on the zoning map attached hereto as Exhibit “A” and by this reference made a part hereof.

WHEREAS, notice of rezoning the above-mentioned property from the existing R-1 Single-family suburban district to a PUD Planned unit development district was published in the Great Falls Tribune, advising that a public hearing on this proposed change in zoning would be held on the 18th day of September, 2007, before final passage of said Ordinance herein; and,

WHEREAS, following said public hearing, it was found and recommended that the said zone change be made, provided the applicant for the zone change and the owners of the said area being platted as Upper River Road Estates Subdivision; Lot 4, Block 1, Southridge First Addition; and, the remainder portion of property described in Certificate of Survey 3391 in the SE¹/₄, Section 23, the SW¹/₄, Section 24, NW¹/₄, Section 25, and the NE¹/₄, Section 26, Township

20 North, Range 3 East, P.M. MT. Cascade County, Montana enter into an agreement with the City containing specified terms and conditions, NOW THEREFORE,

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

Section 1. It is determined that the herein requested zone change will meet the criteria and guidelines cited in Section 76-2-304 Montana Code Annotated, and Section 17.16.40.030 of the Unified Land Development Code of the City of Great Falls, provided the terms and conditions in the heretofore mentioned agreement are adhered to and fulfilled.

Section 2. That the zoning designation on the property hereinabove described be changed from R-1 SINGLE-FAMILY SUBURBAN ZONING DISTRICT to PUD PLANNED UNIT DEVELOPMENT DISTRICT.

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

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

PASSED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, this 18th day of September, 2007.

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 2980 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 18th day of September, 2007.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said City this 18th day of September, 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 18th day of September, 2007, and prior thereto, she 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 2980 of the City of Great Falls, in three conspicuous places within the limits of said City to-wit:

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









Lisa Kunz, City Clerk

(SEAL OF CITY)

EXHIBIT "A"

VICINITY/ZONING MAP



-  PROPOSED UPPER RIVER ROAD ESTATES SUBDIVISION AND REZONING FROM "R-1" SINGLE-FAMILY SUBURBAN TO "PUD" PLANNED UNIT DEVELOPMENT
-  LOT 4, BLOCK 1, SOUTHRIDGE FIRST ADDITION AND REMAINDER OF CERTIFICATE OF SURVEY 3391 TO BE REZONED FROM "R-1" SINGLE-FAMILY SUBURBAN TO "PUD" PLANNED UNIT DEVELOPMENT
-  CITY LIMITS
-  R-10 Mobile home park
-  R-1 Single-family suburban
-  PUD Planned unit development
-  R-3 Single-family high density
-  Tracts of land outside City

900 450 0 900 Feet



AGENDA REPORT

DATE August 21, 2007

ITEM Ordinance 2981 to Establish City Zoning Upon Flying J Travel Plaza Addition, Phase II

INITIATED BY Great Falls Community Ice Foundation, Property Owner

ACTION REQUESTED Commission Accept Ordinance 2981 on First Reading and Set Hearing

PREPARED BY Bill Walters, Senior Planner

APPROVED & PRESENTED BY Benjamin Rangel, Planning Director

RECOMMENDATION:

It is recommended the City Commission assign a zoning classification of C-2 General commercial district to Flying J Travel Plaza Addition, Phase II, being annexed to the City.

MOTION:

“I move the City Commission accept Ordinance 2981 on first reading and set a public hearing for September 18, 2007, to consider adoption of Ordinance 2981.”

SYNOPSIS:

Ordinance 2981 assigns a zoning classification of C-2 General commercial district to the Flying J Travel Plaza Addition, Phase II, upon annexation of same to City.

Flying J Travel Plaza Addition, Phase II, is located atop Gore Hill southeast of the Flying J Truck Stop near the Interstate 15 interchange for Great Falls International Airport. The Minor Subdivision Plat consists of a 790 foot southerly extension of 29th Street SW and a single 7.2-acre lot upon which the applicant is constructing an ice arena.

BACKGROUND:

The Planning Office is in receipt of applications involving the platting, annexation, and rezoning of 8.275 acres of land atop Gore Hill upon which the new ice arena is being constructed.

For additional information, please refer to the attached Vicinity/Zoning Map and a reduced copy of the Minor Subdivision Plat of Flying J Travel Plaza Addition, Phase II.

Access to the subdivision will be from 31st Street SW and 38th Avenue SW to 29th Street SW. A 790-ft segment of 29th Street SW is proposed to be dedicated with the northerly portion to be paved in the near term to City standards to provide access to the ice arena parking lot.

Water main improvements include extension of the 16-inch main in 31st Street SW, installation of a 12-inch main in 38th Avenue SW between 29th and 31st Streets SW, and installation of an 8-inch main in 29th Street SW and along the north boundary of the ice arena parcel. Approximately 1300 feet of 8-inch sanitary sewer main will be installed in 29th Street SW to serve the ice arena. The lot proposed for development generally slopes to the east. The project engineer is proposing a storm water detention facility in the southeast corner of subject lot.

The City Commission on August 7, 2007, approved a grant to the Ice Foundation in an amount not to exceed \$150,000.00 and approved City funding of the portion of utility infrastructure costs for oversizing and extensions beyond the facility that will be reimbursable at some future date when other adjoining properties request annexation to the City. The total cost of the utility improvements is estimated at \$400,000.00.

Zoning Analysis:

Subject property is presently zoned in the County as “A-1” Agricultural District and it is proposed the property be zoned C-2 General Commercial District upon annexation to the City.

Section 76-2-304 Montana Code Annotated lists criteria and guidelines which must be considered in conjunction with 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 surrounded by vacant undeveloped land. The nearest development is the Flying J Travel Plaza Addition located a few hundred feet to the northwest which consists of the Crystal Inn, the Country Market Restaurant and the Flying J Truck Stop. There are no projected land uses for the area immediately surrounding the ice arena site. However, the area to the west toward 31st SW could be expected to develop in a commercial nature.

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 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.

The proposed City zoning classification of C-2 General commercial district permits indoor sports and recreation facilities.

Although no development currently abuts the proposed ice arena site, the facility should be compatible with the nearest existing developed land uses which are also commercial. Therefore, staff concludes the above-cited criteria are substantially met.

Conclusion:

Staff has been working with representatives of the Community Ice Foundation the last couple of years on sites that have been proposed for the new ice arena. Every alternative has had its advantages and drawbacks. The current site which was donated to the Foundation by Flying J Inc., although not centrally located in the community, is readily accessible from Interstate 15, is in close proximity to a motel, restaurant, and fueling facilities, would not conflict with existing neighboring land uses, and has good soil conditions. Disadvantages primarily involve the costs to extend public infrastructure (water, sanitary sewer and roadway improvements) to the site and the unknown obligations and costs associated with potential future additional utility and roadway costs that may abut the ice arena lot.

On September 26, 2006, the Planning Board/Zoning Commission held a public hearing on the development application. Allen Meadors and Andrea Hedges of the Great Falls Community Ice Foundation spoke in support of the application. The project has not generated any opposition.

At the conclusion of the public hearing held September 26, 2006, the Planning Board unanimously passed a motion recommending the City Commission approve the Minor Subdivision Plat of Flying J Travel Plaza Addition, Phase II, the accompanying Findings of Fact, and the annexation of the area contained therein, subject to the following conditions being fulfilled by the applicant:

- 1) correcting any errors or omissions on the minor plat noted by staff;
- 2) submitting and obtaining approval of the City Public Works Department of the final engineering documents for the required public improvements to serve the project;
- 3) entering into an annexation agreement containing terms and conditions for annexation/rezoning of subject property; and
- 4) paying applicable fees owed as a condition of plat or annexation approval.

The Zoning Commission, at the conclusion of the public hearing, unanimously passed a motion recommending the City Commission assign a zoning classification of C-2 General commercial district to Flying J Travel Plaza Addition, Phase II, being annexed to the City.

It is anticipated the City Commission, following the public hearing on September 18, will consider an annexation resolution, annexation agreement, the Minor Subdivision Plat of Flying J Travel Plaza Addition, Phase II, and accompanying Findings of Fact, simultaneously with Ordinance 2981.

Attach: Ordinance 2981
Vicinity/Zoning Map
Reduced Copy of Minor Plat

Cc: Andrea Hedges, President of Ice Foundation, P O Box 2869, G F, MT 59403
Allen Meadors, CTA Architects, 701 2nd St So, G F 59405
Alan Frohberg, Glacier Engineering, 124 1st Ave So, G F 59401

ORDINANCE 2981

AN ORDINANCE ASSIGNING A ZONING CLASSIFICATION OF C-2 GENERAL COMMERCIAL DISTRICT TO FLYING J TRAVEL PLAZA ADDITION, PHASE II, IN SECTION 21, TOWNSHIP 20 NORTH, RANGE 3 EAST, P.M.M., CASCADE COUNTY, MONTANA

* * * * *

WHEREAS, the Great Falls Community Ice Foundation, the owner of a tract located in Section 21, Township 20 North, Range 3 East, P.M.M., Cascade County, Montana, being platted as Flying J Travel Addition, Phase II, has petitioned the City of Great Falls to annex said Addition; and,

WHEREAS, the Great Falls Community Ice Foundation has petitioned said Flying J Travel Plaza Addition, Phase II, be assigned a City zoning classification of C-2 General commercial district, upon annexation to City; and,

WHEREAS, notice of assigning a zoning classification of C-2 General commercial district, to said Flying J Travel Plaza Addition, Phase II, was published in the Great Falls Tribune advising that a public hearing on this zoning designation would be held on the 18th day of September, 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 Flying J Travel Plaza Addition, Phase II, be designated as C-2 General commercial district classification.

Section 3. This ordinance shall be in full force and effect either thirty (30) days after its passage and adoption by the City Commission or upon filing in the office of the Cascade County Clerk and Recorder the resolution annexing Flying J Travel Plaza Addition, Phase II, 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 18th day of September, 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 2981 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 18th day of September, 2007.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said City on this 18th day of September, 2007.

Lisa Kunz, City Clerk

(SEAL OF CITY)

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

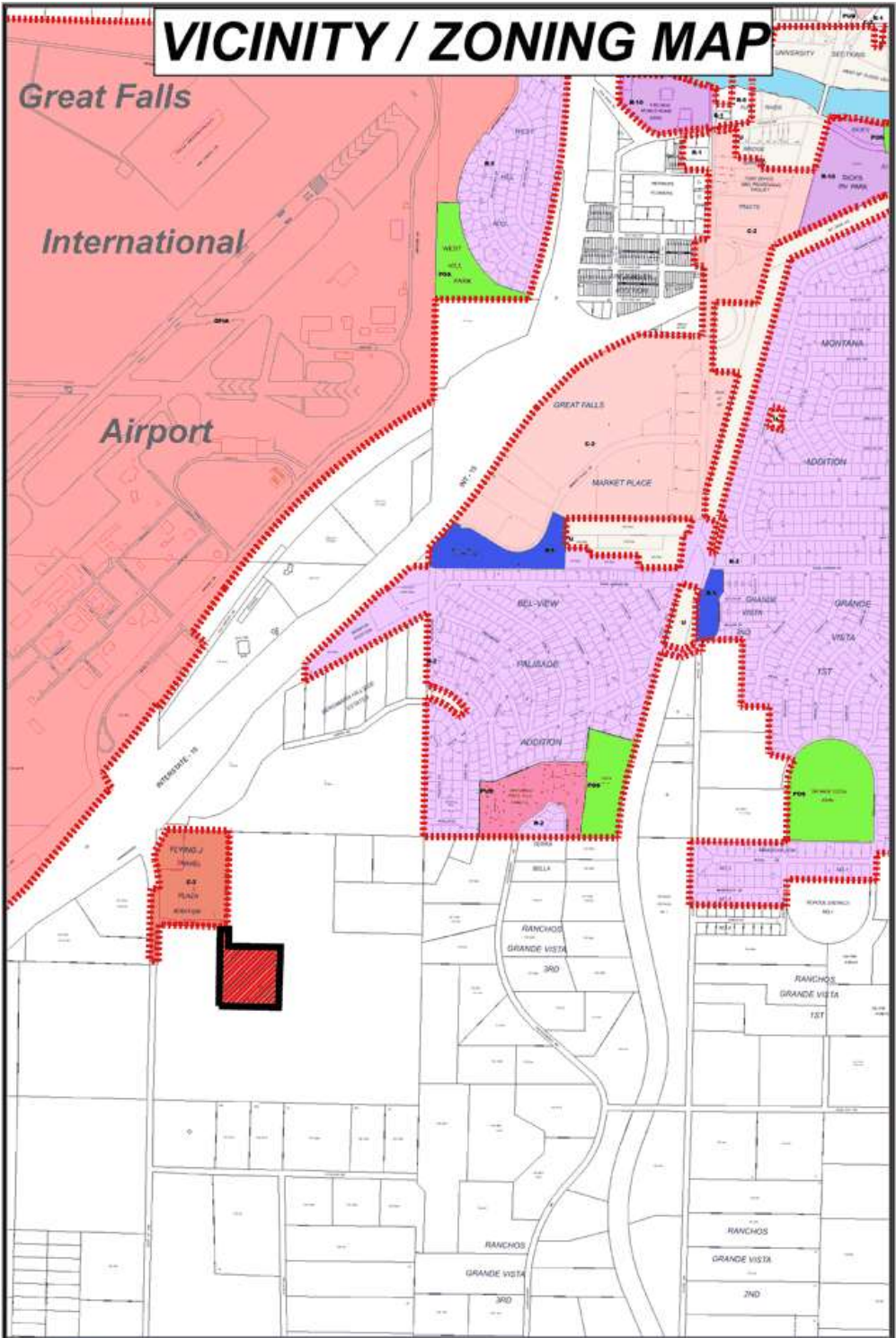
Lisa Kunz, being first duly sworn, deposes and says: That on the 18th day of September, 2007, and prior thereto, she was the City Clerk of the City of Great Falls, Montana; that as said City Clerk she did publish and post as required by law and as prescribed and directed by the Commission, Ordinance 2981 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)

VICINITY / ZONING MAP



City of Great Falls
 Great Falls City Planning
 Department
 Civic Center Bldg
 This map is published for
 reference only.



Proposed Minor Plat of Flying J Travel Plaza Addition Phase 2 to be annexed and assigned a C-2 General commercial zoning classification.

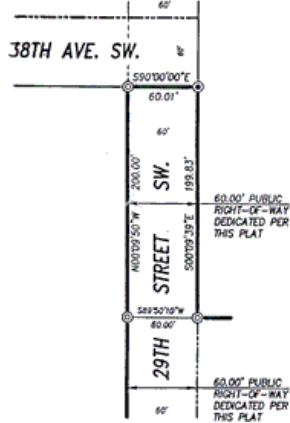
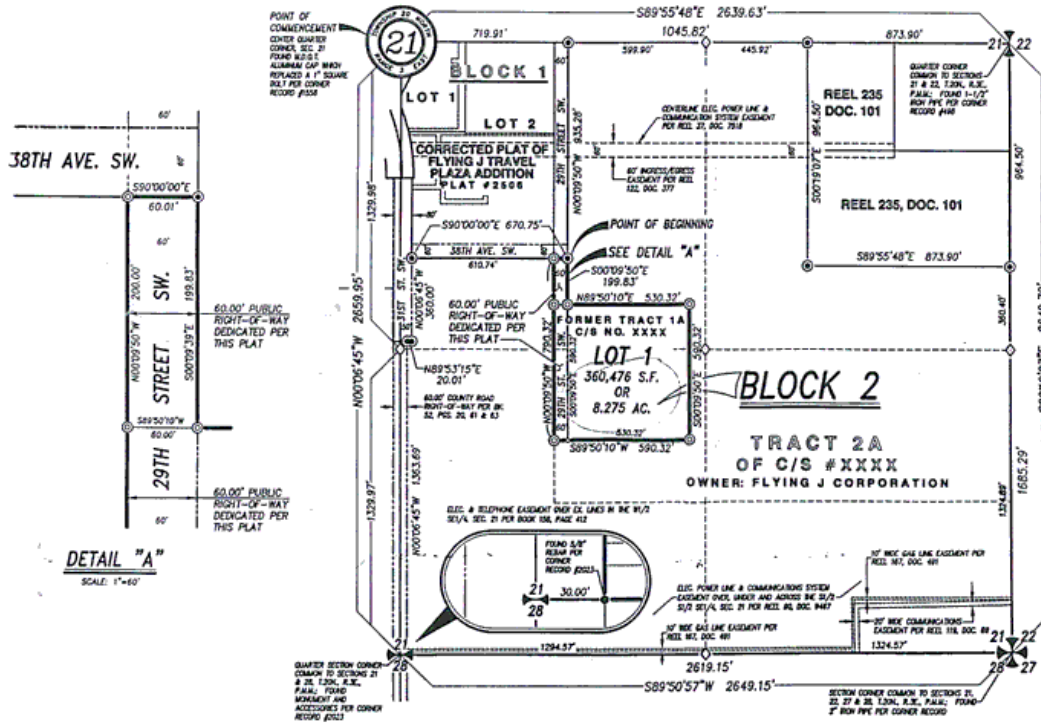
Legend

- Parcels
- City Limit Line
- R-2 Single-family medium density
- R-5 Multi-family medium density
- R-10 Mobile home park
- C-2 General commercial
- C-3 Highway commercial
- POS Parks and Open Space
- PUD Planned unit development
- GFIA Great Falls International Airport
- U Unincorporated

August 29, 2006

A MINOR SUBDIVISION PLAT OF FLYING J TRAVEL PLAZA ADDITION, PHASE II

A RETRACEMENT OF TRACT 1A OF CERTIFICATE OF SURVEY NO. XXXX
SITUATED IN THE W1/2 SE 1/4 OF SEC. 21, T.20N., R.3E., P.M.M., CASCADE COUNTY, MONTANA



- LEGEND**
- FOUND 5/8" REBAR, 24" LONG WITH 1-3/4" NYLON CAP STAMPED "TRENCH D. BRAND, PLS. MT REG #11997", SET DURING PREVIOUS SURVEYS
 - FOUND A 5/8" REBAR, 24" LONG WITH A PLASTIC CAP STAMPED "BAIRD LST11897", SET DURING PREVIOUS SURVEYS
 - CORNER OR INTERSECTION POSITION, NO MONUMENT SET
 - ◇ 1/4TH CORNER POSITION, NO MONUMENT FOUND OR SET

CITY OF GREAT FALLS, MONTANA

AGENDA # 7

AGENDA REPORT

DATE August 21, 2007

ITEM Ordinance 2972 amending OCCGF 13, Chapter 2, Section 070 (C) permitting the extension of utility services beyond City limits.

INITIATED BY City Staff

ACTION REQUESTED Accept Ordinance#2972 on First Reading.

PRESENTED BY John Lawton, City Manager

RECOMMENDATION:

Staff recommends the City Commission accept Ordinance 2972 on first reading and set a public hearing.

MOTION:

I move the City Commission accept Ordinance 2972 on first reading and set public hearing for September 4, 2007.

SYNOPSIS:

Because of the increasing demand for development located beyond City limits that desires City utility services and because of uniquely exceptional circumstances where such development may not be conducive to immediate annexation, it is deemed necessary to amend 13.02.070 (C), OCCGF, to permit such extension of City utility services beyond City limits conditioned upon the developer/land owner agreeing to fifteen criteria inclusive of written consent to annexation on the City's initiative; and, payment for the costs of such extension, service fees and fees in lieu of taxes; and, agreeing to be bound by the rules and regulations of the City's utility system.

BACKGROUND:

Currently, 13.02.070, OCCGF, restricts the City's utility service area to property within City limits and property annexed to the City. However, the City is experiencing development beyond City limits that requires City utility services but that are uniquely exceptional and therefore, not immediately conclusive to annexation.

Ordinances in Billings, Missoula, Bozeman and Helena have permitted the extension of their utility services beyond their city limits based on certain criteria agreed to in writing by a developer/land owner. The aforesaid cities are all high growth communities mandating such flexibility to accommodate growth with a reasonable expansion of utility services, albeit, within the utility's capacity for such growth. Likewise, the City of Great Falls is experiencing increased growth with more industrial requests for utility services beyond City limits that may not be conducive to immediate annexation. To stifle such growth merely

because the City's ordinance does not permit extension of utility services beyond City limits is unconscionable where the City utility system has the capacity to provide such service.

It is important to note that State Statutes authorizing a city to establish and operate utility services also authorize cities to furnish such water and sewer services to "any person, factory or other industry located outside the corporate limits of the city." See 7-13-4311 and 7-3-4312, MCA.

Ordinance 2972 would permit the extension of the City's utility services (water and sewer) beyond City limits where there are uniquely exceptional circumstances that are not conducive to immediate annexation; and, where the City utility system has the capacity to serve such extension; and, where appropriate, the party requesting services provides an engineering analysis demonstrating the feasibility of the extension; and, where the developer/ land owner enters into a contract with the City based on fifteen conditional criteria that would include but not be limited to: a written consent to annexation on the City's initiative; and, payment for the costs of such extension, service fees and fees in lieu of taxes; and, agreement to be bound by the rules and regulations of the City's utility system.

ORDINANCE 2972

**AN ORDINANCE AMENDING OCCGF 13 CHAPTER 2 SECTION 070(C)
PERTAINING TO THE UTILITY SERVICE AREA**

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

Section 1. That OCCGF Title 13, Chapter 2, Section 070(C) 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.

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

Dona R. Stebbins, Mayor

ATTEST:

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 2972 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 September, 2007, and approved by the Mayor of said City on the 4th day of September, 2007.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said City

this 4th day of September, 2007.

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 4th day of Seotember, 2007, 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 2972 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

City Clerk

(SEAL OF CITY)

EXHIBIT A

13.2.070 Service Area

The utility system service area shall be:

- A. Inclusive of all premises annexed to the City and bounded by the incorporated City limits, as such limits may be adjusted by the City Commission; and
- B. Restricted to those premises abutting a public right-of-way or easement and directly adjacent to a sanitary sewer or water main location therein. The sole exception thereto shall be those buildings and service lines in place and legally existing prior to the adoption of the ordinance codified in this section. (Ord. 2645, 1993; Ord. 2529 (part), 1989), §13.24.040 (part); Ord. 2386 Exh. A (part), 1985, prior code §13.20.160 (part); Ord. 2356 Exh. B (part), 1984, prior code §13.08.020 (part)).
- C. ~~Notwithstanding the limitation of the service area described in paragraph A and B, the service area may be extended beyond the corporate City limits by a contract for utility and all other City services until an election satisfies the requirements of Article VIII, Section 17, of the Montana Constitution, whereupon, the extended area of service must be annexed to the City. Paragraph C, hereof, shall expire and be of no effect should Article VIII, Section 17, of the Montana Constitution be held unconstitutional or otherwise abrogated.~~

Notwithstanding the limitations of the service area described in paragraph A and B, the City Commission may extend the service area beyond City limits where there are uniquely exceptional circumstances that are not conducive to immediate annexation; and, where the City utility system has the capacity to serve such extension; and, where appropriate, the party requesting services provides an engineering analysis demonstrating the feasibility of the extension. Such an extension of utility services shall be by written contract and contain the following conditions:

- 1. **All parties must execute written consent of annexation forms, as a condition precedent to the extension of requested services. The consent forms shall be made a part of the contract for use whenever the City initiates such annexation of the extended service area; and,**
- 2. **All parties must agree to be bound by all the rules and regulations of the City's utility system and all Federal and State requirements related thereto; and,**
- 3. **All parties must agree to pay such other fees for service and/or fees in lieu of taxes, as deemed necessary and appropriate by the City; and,**
- 4. **All parties must agree to restrictions on future subdivision of the property or expanded development of property that increases demand for City services; and,**
- 5. **All parties must agree on rezoning of property and compliance with zoning regulations applicable to rezoning designation; and,**
- 6. **All parties must agree on compliance with City building and fire codes, plan approval, payment of fees, and submission to inspection of improvements; and,**
- 7. **All parties must agree on financial responsibility, including consent to and waiver of protest for creation of special improvement districts, for the installation, construction and reconstruction of infrastructure to City standards, including, but not limited to, water mains and hydrants, sewer mains and lifts stations, storm water facilities, streets, curbs and gutters, and sidewalks; and,**
- 8. **All parties must agree on compliance with any City Code applicable to any service provided by the City; and,**
- 9. **All parties must agree on plan approval, construction oversight, final acceptance, easements, and ownership by City of infrastructure installed for the City service being provided; and,**

- 10. All parties must agree on legal and physical access provided to the property being served; and,**
- 11. All parties must agree to upgrade and transfer public utility systems and appropriate utility easements to the City.**
- 12. All parties agree such an extension of utility services shall be constructed in accordance with the design and specifications approved by the City Engineer.**
- 13. All parties agree the cost of such an extension of utility services shall be borne by the owners of the property to be served.**
- 14. Upon annexation, all parties agree that Title 17, OCCGF, Land Development Code requirements must be met inclusive of signage, parking, landscaping, lighting.**
- 15. All parties must agree to utilize the City's Fire Department for fire protection services. The Fire Marshall will be required to review and approve area site plans to ensure sufficient access and other fire department considerations.**

The contract for extension of the service area must be in legal form, as approved by the city attorney; run with the land; be signed by owners of the land area to be considered for inclusion in the water or sewer service area; and be recorded with the County Clerk and Recorder of Cascade County. (Ord. 2972, 2007; Ord. 2749, 1999)

RESOLUTION 9633

A RESOLUTION LEVYING AND ASSESSING THE COST OF REMOVAL AND DISPOSAL OF NUISANCE WEEDS IN THE CITY OF GREAT FALLS, MONTANA FROM JANUARY 1, 2006 TO JUNE 30, 2007

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

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

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

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

PASSED by the Commission of the City of Great Falls, Montana, on this 21st day of August 2007.

Dona R. Stebbins, Mayor

ATTEST:

Lisa Kunz, City Clerk

(SEAL OF CITY)

Approved for Legal Content: City Attorney

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

I, Lisa Kunz, City Clerk of the City of Great Falls, Montana, do hereby certify that the foregoing Resolution 9633 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 21st day of August, 2007, and approved by the Mayor of said City on the 21st day of August 2007.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said City this 21st day of August 2007.

Lisa Kunz, City Clerk

(SEAL OF CITY)

EXHIBIT "A" - Resolution #9633

TO COUNTY FOR LIEN FILING ON NUSIANCE WEEDS REMOVAL - JANUARY 1, 2006 TO JUNE 30, 2007

	PARCEL #	LOT	BLOCK	SUB-DIV.	PARCEL ADDRESS	PARCEL OWNER	TYPE	TOTAL CHARGE
1	7150	9	84	GF1	1123 1/2 8th Ave N	Hetland, Glen L.	Weeds	200.00
2	37050	11	127	GFO	915 7th Ave N	Bluto, Kevin M	Weeds	200.00
3	44250	W23' Lot 10	136	GFO	817 6th Ave N	Cooper, Neil D	Weeds	200.00
4	71150	N37 1/2' Lot 14 S90' of W40' & N60' of W4' of E14'	176	GF3	509 15th St N	Kleinert, Alfred & Naomi	Weeds	400.00
5	121250	of Lot 12 S50' 1 - S50' of	251	GFO	209 2nd Ave N	Herrera, Vilma A	Weeds	200.00
6	123050	W1/2 Lot 2	256	GFO	213 7th St N	Walton Living Trust, Frances A	Weeds	200.00
7	141050	9	283	GF12	2921 1st Ave N	Moore, Barry E	Weeds	200.00
8	158550	Lot 1 & Lot 2	311	GFO	102 2nd Ave N	Herrera, Vilma A	Weeds	400.00
9	219800	S75' of Lot 8	409	GFO	925 3rd Ave S	Huntsberger, Penny M.	Weeds	200.00
10	233100	S 1/2 Lot 1	444	GF1	411 11th St S	Crane, Susan Etal	Weeds	200.00
11	254000	11	474	GFO	515 7th Ave S	Cameron, Sarah Etal	Weeds	200.00
12	256600	3	480	GFO	308 7th Ave S	Bowers, Ronald R	Weeds	700.00
13	333950	1	778	GF16	1600 9th Ave S	Gallenkamp, Kirk C & Kelly D	Weeds	400.00
14	369200	2	9	BEF	3004 1st Ave S	Edmonds, Velma W	Weeds	200.00
15	385300	1	25	BEF	2800 3rd Ave S	Williams, Shawn M. Etal	Weeds	200.00
16	406600	6	1	BEP	1431 Park Garden Rd	Cathel, Jeffrey D.	Weeds	400.00
17	417300	23	7	BEP	1742 Park Garden Rd	Trayham, William N.	Weeds	200.00
18	419000	S 1/2 Lot 40 & 41	7	BEP	2764 Evergreen	Korney, Paul R.	Weeds	600.00
19	428250	17A	11	BEP	2724 Huckleberry Dr.	Fanyak, James	Weeds	600.00
20	459100	Lot 7 & Lot 8	13	BO1	1235 8th Ave NW	Greer, Richard L. Etal	Weeds	1,000.00
21	594600	N 1/2 Lot 2	6	COM	115 20th St SW	Swayne, James B	Weeds	400.00
22	642940	Unit 4 S25' 9 - N 1/2 Lot		EE1	3808 4th Ave S	Deutsche Bank National Trust Co.	Weeds	200.00
23	762000	10	2	FAI	1716 6th St NW	Lords, Ronald Etal	Weeds	800.00
24	940665	7	3	GR2	1300 Madera Dr	Steinmetz, Robert H Jr. & Natalie S	Weeds	800.00
25	1268300	Lot 1 & Lot 2	1	PPA	1901 17th Ave S	Washington Mutual Bank	Weeds	500.00
26	1375100	23	28	NR2	312 Riverview 7 W	Bailey, Gilbert & Brenda Joyce Stokes	Weeds	400.00
27	1506900	16	9	SHE	1506 16th St S	Walton Living Trust, Frances A	Weeds	500.00
28	1519900	18	3	SHG	3905 9th Ave S	Anderson, Dorothy M.	Weeds	300.00
29	1630200	10	14	ST2	508 51st St S	Laubach, Robin K. & Jean P	Weeds	200.00
30	1652500	E38.43' Lot 9 - W27.30' Lot 10	3	S32	5504 3rd Ave S	Leigland, Harold A & Sheila M.	Weeds	200.00
31	1688600	2F	17	SRK	101 25th St SW	Wells Fargo Bank	Weeds	400.00
32	1732500	8	1	TY1	213 14th Ave S	US Bank National Association Trustee	Weeds	200.00
33	1802900	1	11	WGF	1000 6th Ave NW	Bransford, Robert L.	Weeds	300.00
TOTAL								\$12,100.00

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

DATE August 21, 2007

Item Resolution 9663 - Annual Tax Levy
Initiated By Taxable Valuations from the Dept. of Revenue
Action Requested Adoption of the Annual Tax Levy Resolution
Prepared and Presented By Melissa Kinzler, Budget Officer
Reviewed & Approved By Cheryl Patton, Assistant City Manager

RECOMMENDATIONS

Staff recommends adoption of Resolution 9663 to fix the annual tax levy.

MOTIONS

I move the City Commission adopt Resolution 9663.

SYNOPSIS

We received the taxable valuation for the City of Great Falls from the Department of Revenue. Accordingly, the City can now compute and set its annual mill levy.

The proposed mill levy is 158.21 mills, which provides for the same revenue levied in the previous year plus inflation, newly taxable property, swim pool bonds and a minor increase for health insurance.

The public hearing on our Intent to Increase Property Taxes by 4.63% was held on July 3, 2007, in accordance with MCA 15-10-203.

BACKGROUND

The total mill levy for 2007 is 158.21 mills totaling \$10,993,029. This includes mill levies of 6.73 mills for soccer park and swimming pool debt service payments which is \$467,641 of the \$10.9 million.

The total mill levy for 2006 generated revenue of \$10,005,084. The differences between the mill levy of \$11 million and \$10 million are:

- \$331,540 for newly taxable property,
- \$140,415 for inflation and changes in revenue from the state.
- \$280,029 for voter approved swimming pool debt service, and
- \$235,961 for the increase in the “Permissive Medical Levy”.

Section 15-10-202, MCA requires the Montana Department of Revenue to send certification to each taxing authority of the total taxable value within the jurisdiction of the taxing authority by the first Monday of August.

The statement, and the certified millage are necessary for the City to determine compliance with MCA 15-10-420.

Section 7-6-4036, MCA, Fixing tax levy, provides:

- (1) The governing body shall fix the tax levy for each taxing jurisdiction within the county or municipality:
 - (a) by the later of the second Monday in August or within 45 calendar days after receiving certified taxable values;
 - (b) after the approval and adoption of the final budget; and
 - (c) at levels that will balance the budgets as provided in 7-6-4034.
- (2) Each levy:
 - (a) must be made in the manner provided by 15-10-201; and
 - (b) except for a judgment levy under 2-9-316 or 7-6-4015, is subject to 15-10-420.

ATTACHED are:

1. Tax Levy Resolution 9663, with Appendix A showing the tax calculation worksheet.

RESOLUTION NO. 9663
RESOLUTION TO FIX ANNUAL TAX LEVY

A RESOLUTION PROVIDING FOR THE ANNUAL TAX
LEVY IN MILLS FOR THE FISCAL YEAR BEGINNING
JULY 1, 2007 AND ENDING JUNE 30, 2008

WHEREAS:

- A. 7-1-114, MCA states "A local government with self-governing powers is subject to ... (g) ...Any law regulating the budget, finance, or borrowing procedures and powers of local governments.
- B. The City of Great Falls, Montana adopted a self-governing charter in 1986. Article I, Section 3 of the Charter of the City of Great Falls, Montana states: "The total mill levy shall not exceed that allowed to general powers cities of the first class by Montana Law."
- C. 7-6-4036, MCA, required the City Commission to fix the tax levy for each taxing jurisdiction by the later of the second Monday in August or within 45 calendar days after receiving certified taxable values. Certified taxable values were received August 2, 2007.
- D. 7-6-4034, MCA, requires the City Commission to set a tax rate, per fund, no higher than is required to meet budget balancing needs.
- E. MCA 15-10-420 provides:
 - (1)(a) Subject to the provisions of this section a governmental entity that is authorized to impose mills may impose a mill levy sufficient to *generate the amount of property taxes actually assessed in the prior year, plus one-half of the average rate of inflation for the prior 3 years.* The maximum number of mills that a governmental entity may impose is established by calculating the number of mills required to generate the amount of property tax actually assessed in the governmental unit in the prior year based on the current year taxable value, less the current year's value of newly taxable property plus one-half the average rate of inflation for the prior 3 years..
 - (2) ... plus any additional levies authorized by the voters ...
 - (5) Subject to subsection (8), subsection (1)(a) does not apply to

(b) the portion of a governmental entity's property tax levy for premium contributions for group benefits excluded under 2-9-212 or 2-18-703.

(7) In determining the maximum number of mills in subsection (1)(a) the governmental entity may increase the number of mills to account for a decrease in reimbursements.

- F. MCA 15-10-201 requires the City Commission to fix its tax levy in mills and tenths and hundredths of mills.
- G. The Department of Revenue's certified taxable value for the City of Great Falls is \$73,776,332 which equates to \$73,776 per mill; when the incremental value of the tax increment finance district is removed the value is \$69,486 per mill. This includes \$2,387,436, or \$2,387 per mill, of newly taxable property.

NOW, THEREFORE,

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

Section 1. - Determination of Mill Levy Limit

- Appendix A shows the determination of the total mill levy limit of 138.87 mills.
- An additional 12.61 "Permissive Medical Levy" is allowed under 15-10-420(5)(b) for increased health insurance premiums not included in the Appendix A calculation.
- An additional 2.70 mills is allowed under 15-10-420(2) for additional voter supported mills. On November 4, 2003, a \$2.5 million general obligation bond was approved by voters for construction of a soccer park. It has been determined that 2.70 mills for soccer park debt service payments is needed for Fiscal Year 2008.
- Lastly, an additional 4.03 mills is allowed under 15-10-420(2) for additional voter supported mills. On November 7, 2006, a \$2.27 million general obligation bond was approved by voters for repair and improvement of city pool facilities. It has been determined that 4.03 mills for swimming pool debt service payments is needed for Fiscal Year 2008.

Section 2. - Tax Levy Amounts

A 158.21 mill levy will generate:

- a. \$ 9,317,832 from the \$67,098 certified value per mill for Previously Taxable Property;
- b. \$ 331,540 from the \$2,387 certified value per mill for Newly Taxable Property;
- c. \$ 876,016 from the \$69,486 certified value per mill for increased Health Insurance premiums "Permissive Medical Levy", and,
- d. \$ 187,612 from the \$69,486 certified value per mill for soccer park debt service

- e. payments.
 \$ 280,029 from the \$69,486 certified value per mill for swimming pool debt service payments.
- f. \$10,993,029 in total City tax for 2007 from the \$69,486 total certified value per mill.

This does not reflect delinquent collections or tax increments withheld.

Section 3. - Tax Levy Required and Set

- a. The City Commission has determined a \$9,649,372 tax levy, requiring a 138.87 mill levy, is necessary to balance the General Fund Budget.
- b. The City Commission has determined a \$876,016 “Permissive Medical Levy”, requiring a 12.61 mill levy, is necessary for increased health premium costs to balance the General Fund Budget.
- c. The City Commission has determined a \$187,612 tax levy, requiring a 2.70 mill levy, is necessary for the soccer park debt service payment.
- d. The City Commission has determined a \$280,029 tax levy, requiring a 4.03 mill levy, is necessary for the swimming pool debt service payment.
- e. The City Commission of the City of Great Falls, Montana hereby fixes the tax levy for the fiscal year July 1, 2007 through June 30, 2008 at 158.21 mills.

PASSED by the Commission of the City of Great Falls, Montana, on this _____ day of _____, 2007.

Dona Stebbins, Mayor

ATTEST:

Lisa Kunz, City Clerk

(SEAL OF CITY)

Approved as to form: City Attorney

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

I, Lisa Kunz, City Clerk of the City of Great Falls, Montana, do hereby certify that the foregoing Resolution No. 9663 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 ___ day of ___, 2007, and approved by the Mayor of said City on the ___ day of _____, 2007.

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

Lisa Kunz, City Clerk

(SEAL OF CITY)

City of Great Falls
Determination of Tax Revenue and Mill Levy Limitations under Section 15-10-420, MCA
Appendix A of the 2007 Tax Levy Resolution No. 9663

	Applied Rate			Calculations
<u>Prior Property Taxes Assessed</u>				
Property Tax Assessed in Prior Year				
a		Prior Year's Recalculated Levy in Mills	126.86	Mills
b	X	Prior Year's Total Taxable Valuation per Mill	70,990	
	=	Total Property Tax for Prior Year		9,005,545
		November, 2000 Voter Approved Library Mill Levy	2.00	Mills 141,980
Subtotal				\$ 9,147,525
Inflation Adjustment				
a.		Total Property Tax for Prior Year (above)	9,147,525	
b.		50% of Prior 3 Years Average Rate of Inflation	1.535%	
		Total Statutorily Allowed Inflation Adjustment		140,415
Personal Property Tax Reimbursement				
a		Add: amount received in FY 2006 / 2007		
		HB 20 Reimbursement (100-0000-335-4042)	34,011	
		SB 417 Reimbursement (1000-0000-335-4043)	25,774	
		Subtotal HB20 + SB417	59,785	
b		Less: Amount anticipated in current year		
		HB 20 Reimbursement (100-0000-335-4042)	50.00%	17,005
		SB 417 Reimbursement (1000-0000-335-4043)	50.00%	12,887
		Subtotal HB20 + SB417 Received Last Year		(29,892)
	=	Net Loss in Personal Property Tax Reimbursement		29,892
Adjusted Property Tax Revenue Assessed in Prior Year				9,317,832
<u>Current Year Levy Computation</u>				
Adjusted Property Tax Revenue Assessed				9,317,832
Taxable Values per Mill				
		Total Certified Taxable Value	73,776	Divided by:
	(+)	Incremental value of tax increment financing district	(4,291)	
	(-)	Taxable Value of Newly Taxable Property	(2,387)	
	(-)	Taxable Value of net and gross proceeds (County Only)	-	
	=	Net / Adjusted Taxable Value per Mill		67,098
		The "Floating Mill" / Authorized Mill Levy under HB124	<i>Calculated</i>	Mills = 138.87
Current Property Tax Limitation				
		Total Certified Taxable Value	69,486	<i>per Mill =</i>
	X	The "Floating Mill" / Authorized Mill	138.87	Mills =
	=	Total Current Property Tax Revenue		9,649,371

AGENDA REPORT

DATE August 21, 2007

ITEM RESOLUTION 9683 ASSESSING BUSINESS IMPROVEMENT DISTRICT

INITIATED BY GREAT FALLS BUSINESS IMPROVEMENT DISTRICT AND FISCAL SERVICES DEPARTMENT

ACTION REQUESTED ADOPT RESOLUTION 9683

PREPARED BY JUDY BURG, ACCOUNTING TECHNICIAN

PRESENTED BY COLEEN BALZARINI, FISCAL SERVICES DIRECTOR

- - - - -

RECOMMENDATION:

Staff recommends adoption of Resolution 9683.

MOTION:

"I move to adopt Resolution 9683."

SYNOPSIS:

As required by State statutes, the Great Falls Business Improvement District has presented a proposed Budget for fiscal year 2007/2008. The City Commission conducted a public hearing and approved the Work Plan and Proposed Budget at the July 3, 2007 Commission Meeting.

As in prior years, the assessment requested for 2007/2008 is based on the assessment formula approved with the creation of the district, which will generate \$163,052.12 in assessment revenue. The 2007/2008 assessment per lot is indicated on the assessment projection summary as Exhibit "A" incorporated in the attached resolution.

BACKGROUND:

The Business Improvement District was created in 1989 and recreated in 1999 by petition of the property owners in the district. Assessments are levied upon properties in the district to fund the Business Improvement District (B.I.D.)

cc: Business Improvement District

RESOLUTION 9683

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

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

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

WHEREAS, on July 20, 1999, the City Commission approved Resolution 9026, recreating a Business Improvement District in Great Falls, Montana; and,

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

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

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

Section 1

That on July 3, 2007, the City Commission of the City of Great Falls held a public hearing on any objections to the Work Plan and Proposed Budget with the understanding that approval of the two documents would necessitate the levying of an assessment on all the property in the district;

Section 2

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

- a flat fee of \$200.00 for each lot or parcel,
- an assessment of \$.00165 times the phase-in market valuation as provided for by the 1997 and 1999 Montana State Legislatures, and an
- assessment of \$.015 times the square footage of the land area.

Section 3

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

PASSED by the Commission of the City of Great Falls, Montana, on this 21st day of August, 2007.

Dona R. Stebbins, Mayor

Attest:

Lisa Kunz, City Clerk

(SEAL OF CITY)

Approved for Legal Content: City Attorney

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

I, Lisa Kunz, City Clerk of the City of Great Falls, Montana, do hereby certify that the foregoing Resolution 9683 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 21st day of August, 2007, and approved by the Mayor of said City on the 21st day of August, 2007.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said City this 21st day of August, 2007.

Lisa Kunz, City Clerk

(SEAL OF CITY)

FOR THE
DOWNTOWN BUSINESS IMPROVEMENT DISTRICT PROJECT
PREPARED BY THE FISCAL SERVICES DEPT.

YEAR 2007-2008

B.I.D. TOTAL ASSESSMENT FOR FY 2007-2008

\$ 163,052.12

PARCEL NO.	PROPERTY OWNER	SUB DIV	LOT	BLOCK	TOTAL SQ.FT.	SQ.FT. COST .015	MARKET VAL. LAND	MARKET VAL. IMPS.	TOTAL MARKET VAL.	TOTAL PARCEL .00165 X VAL.	FLAT FEE	TOTAL B.I.D. ANN. ASS.
156750	CENEX PETROLEUM INC.	GF	7,8,9	306	22,500	\$337.50	\$63,235.00	\$186,805.00	\$250,040.00	\$412.57	\$200.00	\$950.07
156950	VOEGELES, INC.	GF	10-14	306	37,500	\$562.50	183,229.00	438,998.00	\$622,227.00	\$1,026.67	200.00	\$1,789.17
157400	HEARING AID INSTITUTE INC	GF	8	307	7,500	\$112.50	36,645.00	40,693.00	\$77,338.00	\$127.61	200.00	\$440.11
157450	DUTT GORDON R & FRANCES S TRUST ETAL	GF	9,10	307	15,000	\$225.00	73,291.00	306,626.00	\$379,917.00	\$626.86	200.00	\$1,051.86
157500	RYSTED, PETE	GF	11	307	7,500	\$112.50	36,645.00	122,484.00	\$159,129.00	\$262.56	200.00	\$575.06
157550	RYSTED PETER	GF	E1/2 12	307	3,750	\$56.25	18,322.00	3,074.00	\$21,396.00	\$35.30	200.00	\$291.55
157600	C V C LLC	GF	W1/2 12	307	3,750	\$56.25	18,322.00	73,187.00	\$91,509.00	\$150.99	200.00	\$407.24
157650	BRANDENBERGER, NED ETAL	GF	E1/2 13	307	3,750	\$56.25	18,322.00	14,574.00	\$32,896.00	\$54.28	200.00	\$310.53
157700	STAM,TODD R	GF	W1/2 13,14	307	11,250	\$168.75	54,968.00	875,233.00	\$930,201.00	\$1,534.83	200.00	\$1,903.58
157800	FIRST INTERSTATE BANK OF G F	GF	8-10	308	22,500	\$337.50	109,937.00	1,862,796.00	\$1,972,733.00	\$3,255.01	200.00	\$3,792.51
157810	HEISLER, THOMAS R	GF	11	308	7,500	\$112.50	36,645.00	92,915.00	\$129,560.00	\$213.77	200.00	\$526.27
158100	HANSON, MICHAEL	GF	8	309	7,500	\$112.50	36,645.00	381,784.00	\$418,429.00	\$690.41	200.00	\$1,002.91
158150	HANSON, MICHAEL	GF	9	309	7,500	\$112.50	36,645.00	70,028.00	\$106,673.00	\$176.01	200.00	\$488.51
158250	DESCHENES GARY S ETAL	GF		309	4,200	\$63.00	20,521.00	189,164.00	\$209,685.00	\$345.98	200.00	\$608.98
158300	CULVER FRANKLIN D ETAL	GF	W28*12	309	15,000	\$225.00	109,937.00	7,486.00	\$117,423.00	\$193.75	200.00	\$618.75
158950	TIGER SPRING PROPERTIES	GF	13,14	311	15,000	\$225.00	73,291.00	655,694.00	\$728,985.00	\$1,202.83	200.00	\$1,627.83
159000	BIG SKY LAND CO LLC	GF	8-9	311	7,500	\$112.50	36,645.00	9,322.00	\$45,967.00	\$75.85	200.00	\$388.35
159150	BIG SKY LAND CO LLC	GF	10	311	7,500	\$112.50	36,645.00	9,322.00	\$45,967.00	\$75.85	200.00	\$388.35
159225	BUCHANAN-BYRNE BUILDING PARTNERSHIP	GF	11-14	311	30,000	\$450.00	146,583.00	319,559.00	\$466,142.00	\$769.13	200.00	\$1,419.13
159225	BUCHANAN-BYRNE BUILDING PARTNERSHIP	GF	1,2,3	312	22,500	\$337.50	109,937.00	691,142.00	\$801,079.00	\$1,321.78	200.00	\$1,859.28
159450	REDEAU, NICK & VERONICA	GF	8	312	7,500	\$112.50	36,645.00	82,486.00	\$119,131.00	\$196.57	200.00	\$509.07
159500	RAMSEY ANN C.	GF		312	11,250	\$168.75	54,968.00	91,880.00	\$146,848.00	\$242.30	200.00	\$611.05
159550	BENSLEY DOUGLAS L & MARJORIE M	GF	9,E1/2 10	312	3,750	\$56.25	18,322.00	38,415.00	\$56,737.00	\$93.62	200.00	\$349.87
159600	BENSLEY MARJORIE M & DOUGLAS L	GF	W1/2 10	312	3,750	\$56.25	18,322.00	50,492.00	\$68,814.00	\$113.54	200.00	\$369.79
159650	BENSLEY DOUGLAS & MARJORIE	GF	E1/2 11	312	3,750	\$56.25	18,322.00	56,897.00	\$75,219.00	\$124.11	200.00	\$380.36
159700	CENTER STAGE CORPORATION	GF	W1/2 11	312	3,750	\$56.25	18,322.00	105,068.00	\$123,390.00	\$203.59	200.00	\$459.84
159725	BUCHANAN-BYRNE BUILDING PARTNERSHIP	GF	E1/2 12	312	3,750	\$56.25	18,322.00	105,068.00	\$123,390.00	\$203.59	200.00	\$459.84
159725	BUCHANAN-BYRNE BUILDING PARTNERSHIP	GF	W1/2 12 all 13	312	11,239	\$168.59	54,968.00	4,539.00	\$59,507.00	\$98.19	200.00	\$466.77
159735	BUCHANAN-BYRNE BUILDING PARTNERSHIP	GF	14	312	7,500	\$112.50	36,645.00	185,574.00	\$222,219.00	\$366.66	200.00	\$679.16
159800	RAINBOW RETIREMENT 1 LIMITED PARTNERSHIP	GF		313	52,490	\$787.35	256,521.00	3,716,010.00	\$3,972,531.00	\$6,554.68	200.00	\$7,542.03
159850	DAVIDSON INVESTMENT PARTNERSHIP LLP	GF	1-7	313	67,500	\$1,012.50	329,813.00	3,629,115.00	\$3,958,928.00	\$6,532.23	200.00	\$7,744.73
160200	NORTHWESTERN NAT'L BANK OF GREAT FALLS	GF	8-14	313	15,000	\$225.00	73,291.00	3,493,466.00	\$3,566,757.00	\$5,885.15	200.00	\$6,310.15
160250	NORTHWESTERN NAT'L BANK OF GREAT FALLS	GF	1,2	314	7,500	\$112.50	36,645.00	3,771.00	\$40,416.00	\$66.69	200.00	\$379.19
160300	EKLUNDS APPLIANCE & TV	GF	3	314	15,000	\$225.00	73,291.00	423,840.00	\$497,131.00	\$820.27	200.00	\$1,245.27
160400	BRIGHAM YOUNG UNIVERSITY	GF	4-5	314	15,000	\$225.00	73,291.00	423,840.00	\$497,131.00	\$820.27	200.00	\$1,245.27
160400	BRIGHAM YOUNG UNIVERSITY	GF	6	314	7,500	\$112.50	36,645.00	123,872.00	\$160,517.00	\$264.85	200.00	\$577.35
160450	BRIGHAM YOUNG UNIVERSITY	GF	7	314	7,500	\$112.50	36,645.00	157,943.00	\$194,588.00	\$321.07	200.00	\$633.57
160500	321 ASSOCIATES LLC	GF	E1/2 11	312	3,750	\$56.25	18,322.00	56,897.00	\$75,219.00	\$124.11	200.00	\$380.36
160550	LERAY, DAVID ETAL	GF	W1/2 11	312	3,750	\$56.25	18,322.00	105,068.00	\$123,390.00	\$203.59	200.00	\$459.84
160600	MARSH, DOUG & DAWN	GF	8,9	314	15,000	\$225.00	73,291.00	1,336,629.00	\$1,409,920.00	\$2,326.37	200.00	\$2,751.37
160650	UP FRONT PROPERTIES INC	GF	10	314	7,500	\$112.50	36,645.00	67,166.00	\$103,811.00	\$171.29	200.00	\$483.79
160650	UP FRONT PROPERTIES INC	GF	11	314	7,500	\$112.50	36,645.00	162,575.00	\$199,220.00	\$328.71	200.00	\$641.21
160900	STOCKMAN BANK OF MONTANA	GF	12	314	7,500	\$112.50	36,645.00	74,383.00	\$111,028.00	\$183.20	200.00	\$495.70
160950	RUSSELL PLACE LLC	GF	6,7	315	15,000	\$225.00	73,291.00	135,439.00	\$208,730.00	\$344.40	200.00	\$769.40
161050	DUFFY, THOMAS MALCOLM	GF	8,9	315	15,000	\$225.00	73,291.00	448,691.00	\$521,982.00	\$861.27	200.00	\$1,286.27
161100	KAUFMAN MARY ANN	GF	11	315	7,500	\$112.50	36,645.00	52,486.00	\$89,131.00	\$147.07	200.00	\$459.57
161150	LEE ALAN B	GF	12	315	7,500	\$112.50	36,645.00	223,815.00	\$260,460.00	\$429.76	200.00	\$742.26
161200	ENGE RICHARD C	GF	13A	315	3,750	\$56.25	18,322.00	99,312.00	\$117,634.00	\$194.10	200.00	\$450.35
161200	ENGE RICHARD C	GF	13B	315	3,750	\$56.25	18,322.00	34,693.00	\$53,015.00	\$87.47	200.00	\$343.72

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PARCEL NO.	PROPERTY OWNER	SUB DIV	LOT	BLOCK	TOTAL SQ.FT.	SQ.FT. COST .015	MARKET VAL. LAND	MARKET VAL. IMPS.	TOTAL MARKET VAL.	TOTAL PARCEL .00165 X VAL.	FLAT FEE	TOTAL B.I.D. ANN. ASS.
161250	BIG BROTHERS HOLDING COMPANY LLC	GF	14	315	7,500	\$112.50	36,645.00	103,462.00	\$140,107.00	\$231.18	200.00	\$543.68
161300	STOCKMAN BANK OF MONTANA	GF		316	15,000	\$225.00	73,291.00	826,928.00	\$900,219.00	\$1,485.36	200.00	\$1,910.36
161450	MASON MARILYN ETAL	GF		316	3,750	\$56.25	18,322.00	41,134.00	\$59,456.00	\$98.10	200.00	\$354.35
161600	LITTLE WILLIAM L & SHONNA L	GF	W1/2 3 E1/2 3-5 W1/2 6	316	22,500	\$337.50	109,937.00	281,377.00	\$391,314.00	\$645.67	200.00	\$1,183.17
161650	SILVER STATE PARTNERS LLC	GF		316	11,250	\$168.75	54,968.00	453,794.00	\$508,762.00	\$839.46	200.00	\$1,208.21
161700	TIMES SQUARE INC	GF	E1/2 6,7 8-10	316	22,500	\$337.50	109,937.00	652,157.00	\$762,094.00	\$1,257.46	200.00	\$1,794.96
161750	EVERSON VICKI S	GF	11	316	7,500	\$112.50	36,645.00	111,485.00	\$148,130.00	\$244.41	200.00	\$556.91
161800	WALKER, GARY A	GF	12 & 13	316	15,000	\$225.00	73,291.00	572,196.00	\$645,487.00	\$1,065.05	200.00	\$1,490.05
162050	MOTELS INCORP INC	GF	8,9	317	15,000	\$225.00	73,305.00	429,818.00	\$503,123.00	\$830.15	200.00	\$1,255.15
162100	LEMIRE LESLIE & DANNY J	GF	10	317	7,500	\$112.50	36,645.00	165,761.00	\$202,406.00	\$333.97	200.00	\$646.47
162150	BARTRAM ROBERT A ETAL	GF		317	4,500	\$67.50	21,987.00	28,310.00	\$50,297.00	\$82.99	200.00	\$350.49
162200	BIBLER RONALD	GF	E30' 11 W20' 11	317	3,000	\$45.00	14,658.00	33,818.00	\$48,476.00	\$79.99	200.00	\$324.99
162250	HACKETT, GARRY L & CHERYL D ETAL	GF	12	317	7,500	\$112.50	36,645.00	214,012.00	\$250,657.00	\$413.58	200.00	\$726.08
162300	SET FREE CHRISTIAN FELLOWSHIP	GF		317	15,000	\$225.00	73,239.00	208,531.00	\$281,770.00	\$464.92	200.00	\$889.92
189100	STROMBERG, ROBERT C & MARY D	GF	13,14	362	45,000	\$675.00	219,875.00	960,579.00	\$1,180,454.00	\$1,947.75	200.00	\$2,822.75
189150	MURPHY REAL ESTATE LLC	GF	1,2 & 11-14 3	362	7,500	\$112.50	36,645.00	425,564.00	\$462,209.00	\$762.64	200.00	\$1,075.14
189200	HEBERTSON NIEL W ETAL	GF	4	362	7,500	\$112.50	36,645.00	34,117.00	\$70,762.00	\$116.76	200.00	\$429.26
189250	SPENCER WILLIAM A	GF	E1/2 5	362	3,750	\$56.25	18,322.00	70,028.00	\$88,350.00	\$145.78	200.00	\$402.03
189300	NORDRUM ORVILLE M & JOSEPHINE A	GF	W1/2 5	362	3,750	\$56.25	18,322.00	30,715.00	\$49,037.00	\$80.91	200.00	\$337.16
189350	HARRIS DORIS J	GF	E1/2 6	362	3,750	\$56.25	18,322.00	65,898.00	\$84,220.00	\$138.96	200.00	\$395.21
189400	HAUGEN LESLIE N & V ARLENE	GF	E1/2 6	362	3,750	\$56.25	18,322.00	66,698.00	\$85,020.00	\$140.28	200.00	\$396.53
189450	STURROCKS INCORPORATED	GF	W1/2 6 7	362	7,500	\$112.50	36,645.00	115,841.00	\$152,486.00	\$251.60	200.00	\$564.10
189500	GOLDEN TRIANGLE COMM MENTAL HEALTH CTR	GF	8,9	362	15,000	\$225.00	73,291.00	158,339.00	\$231,630.00	\$382.19	200.00	\$807.19
189550	GOLDEN TRIANGLE COMM MENTAL HEALTH CTR	GF	10	362	7,500	\$112.50	36,645.00	175,517.00	\$212,162.00	\$350.07	200.00	\$662.57
189700	FLY AWAY LLC	GF		363	15,000	\$225.00	73,291.00	92,659.00	\$165,950.00	\$273.82	200.00	\$698.82
189750	SCHUBARTH SANDRA	GF	1,2 3	363	7,500	\$112.50	36,645.00	105,366.00	\$142,011.00	\$234.32	200.00	\$546.82
189800	RISPENS, LESLIE J ETAL	GF	4	363	7,500	\$112.50	36,645.00	89,029.00	\$125,674.00	\$207.36	200.00	\$519.86
189850	HEISHMAN CARL D ETAL	GF	5	363	7,500	\$112.50	36,645.00	288,833.00	\$325,478.00	\$537.04	200.00	\$849.54
189900	OREGON LANDMARK THREE	GF		363	15,000	\$225.00	57,329.00	858,847.00	\$916,176.00	\$1,511.69	200.00	\$1,936.69
189950	HESSLER MARVIN L ETAL	GF	6,7	363	1,499	\$22.49	7,079.00	92,700.00	\$99,779.00	\$164.64	200.00	\$387.12
190000	BOLAND MARGUERITE D	GF	PT 8	363	566	\$8.49	2,196.00	11,450.00	\$13,646.00	\$22.52	200.00	\$231.01
190050	DEAN GAIL J ETAL	GF	PT8	363	5,535	\$83.03	31,515.00	65,735.00	\$97,250.00	\$160.46	200.00	\$443.49
190150	OREGON LANDMARK THREE LTD	GF	9	363	7,500	\$112.50	36,645.00	3,785.00	\$40,430.00	\$66.71	200.00	\$379.21
190200	OREGON LANDMARK THREE LTD	GF	10	363	7,500	\$112.50	36,645.00	3,785.00	\$40,430.00	\$66.71	200.00	\$379.21
190250	CENTER FOR MENTAL HEALTH	GF	11	363	7,500	\$112.50	36,645.00	136,747.00	\$173,392.00	\$286.10	200.00	\$598.60
190350	BRIGHAM YOUNG UNIVERSITY	GF	1-3,9-14	364	67,500	\$1,012.50	336,410.00	1,594,990.00	\$1,931,400.00	\$3,186.81	200.00	\$4,399.31
190450	STUFF WILLIAM R & BILLIE J	GF	4	364	7,500	\$112.50	36,645.00	135,649.00	\$172,294.00	\$284.29	200.00	\$596.79
190500	LAAZ INC	GF	W1/2 5	364	3,750	\$56.25	18,322.00	104,280.00	\$122,602.00	\$202.29	200.00	\$458.54
190550	HART DALE P	GF	E1/2 5,6 7	364	11,250	\$168.75	54,968.00	144,048.00	\$199,016.00	\$328.38	200.00	\$697.13
190600	NOVAK MAURICE J & LORI M	GF		364	7,500	\$112.50	36,645.00	76,176.00	\$112,821.00	\$186.15	200.00	\$498.65
190650	SKEES JOHN R JR	GF	N1/2 8	364	3,750	\$56.25	25,145.00	74,739.00	\$99,884.00	\$164.81	200.00	\$421.06
190700	WONG MING & SU	GF	S1/2 8	364	3,750	\$56.25	26,018.00	130,796.00	\$156,814.00	\$258.74	200.00	\$514.99

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190800	FIRST BUILDING CORPORATION	GF		365	22,500	\$337.50	109,937.00	0.00	\$109,937.00	\$181.40	200.00	\$718.90
190950	ATLANTIC FINANCIAL GROUP LTD	GF	1-3	365	0	\$0.00	0.00	4,429,185.00	\$4,429,185.00	\$7,308.16	200.00	\$7,508.16
191050	ALLEY, STEPHEN J.	GF	IMPS 4,5	365	15,000	\$225.00	73,291.00	181,731.00	\$255,022.00	\$420.79	200.00	\$845.79
191100	THISTED HOLDING CO	GF	6	365	7,500	\$112.50	36,645.00	218,866.00	\$255,511.00	\$421.59	200.00	\$734.09
191150	OAGR ENTERPRISES LLC	GF	7	365	7,500	\$112.50	36,645.00	163,746.00	\$200,391.00	\$330.65	200.00	\$643.15
191300	FIRST NATIONAL BANK	GF	13-14	365	15,000	\$225.00	73,291.00	14,275.00	\$87,566.00	\$144.48	200.00	\$569.48
191400	RICHARDS, PHILLIP	GF	1,2	366	15,000	\$225.00	73,291.00	200,034.00	\$273,325.00	\$450.99	200.00	\$875.99
191450	COTTON, DONALD F	GF	3	366	7,500	\$112.50	36,645.00	99,021.00	\$135,666.00	\$223.85	200.00	\$536.35
191500	REAL ESTATE LOAN INVESTORS LLC	GF	4-7	366	30,000	\$450.00	146,583.00	1,265,464.00	\$1,412,047.00	\$2,329.88	200.00	\$2,979.88
191550	FIRST NATIONAL BANK	GF	8-14	366	52,500	\$787.50	256,521.00	514,535.00	\$771,056.00	\$1,272.24	200.00	\$2,259.74
191600	MONTANA INSTITUTE OF FAMILY LIVING	GF	1-3	367	22,500	\$337.50	109,937.00	2,629,748.00	\$2,739,685.00	\$4,520.48	200.00	\$5,057.98
191700	MURPHY REAL ESTATE LLC	GF	4,5 W1/2	367	18,750	\$281.25	91,614.00	363,808.00	\$455,422.00	\$751.45	200.00	\$1,232.70
191750	MURPHY TIMOTHY M & DEBORAH S	GF	E1/2 6,7	367	11,250	\$168.75	54,968.00	57,153.00	\$112,121.00	\$185.00	200.00	\$553.75
191950	MONTANA INSTITUTE OF FAMILY LIVING	GF	10,11	367	15,000	\$225.00	73,291.00	1,935.00	\$75,226.00	\$124.12	200.00	\$549.12
192100	WENDT INC	GF	1,2	368	15,333	\$230.00	85,771.00	383,101.00	\$468,872.00	\$773.64	200.00	\$1,203.63
192150	GLACIER STATE ELECTRIC SUPPLY COMPANY	GF	3 W1/2	368	11,250	\$168.75	54,968.00	105,789.00	\$160,757.00	\$265.25	200.00	\$634.00
192200	KELMAN ZOLLIE	GF	E1/2 4,5	368	11,250	\$168.75	14,651.00	6,698.00	\$21,349.00	\$35.23	200.00	\$403.98
192300	MURPHY REAL ESTATE LLC	GF	6,7	368	15,000	\$225.00	73,291.00	798,920.00	\$872,211.00	\$1,439.15	200.00	\$1,864.15
192350	WEIGAND, JOHN W & PEGGY LOU ETAL	GF	8	368	7,500	\$112.50	36,645.00	219,440.00	\$256,085.00	\$422.54	200.00	\$735.04
192400	WEIGAND, JOHN W & PEGGY LOU ETAL	GF	9	368	7,500	\$112.50	36,645.00	3,843.00	\$40,488.00	\$66.81	200.00	\$379.31
192450	KELMAN ZOLLIE	GF	10	368	7,500	\$112.50	36,645.00	20,496.00	\$57,141.00	\$94.28	200.00	\$406.78
192500	REARDEN PROPERTIES	GF	11,12	368	20,016	\$300.24	70,553.00	178,548.00	\$249,101.00	\$411.02	200.00	\$911.26
192550	MURPHY REAL ESTATE LLC	GF	1,2	369	15,000	\$225.00	73,291.00	7,642.00	\$80,933.00	\$133.54	200.00	\$558.54
192650	MURPHY REAL ESTATE LLC	GF	3	369	7,500	\$112.50	36,645.00	3,785.00	\$40,430.00	\$66.71	200.00	\$379.21
192700	MURPHY REAL ESTATE LLC	GF	4 & PT	369	23,760	\$356.40	93,447.00	12,012.00	\$105,459.00	\$174.01	200.00	\$730.41
192850	MURPHY REAL ESTATE LLC	GF	5-7	369	6,229	\$93.44	28,857.00	195,361.00	\$224,218.00	\$369.96	200.00	\$663.39
192950	K-J PROPERTIES LLC	GF	S41.6'5-7 N90' 8-9	369	9,017	\$135.26	42,088.00	91,975.00	\$134,063.00	\$221.20	200.00	\$556.46
193050	GEORGIA PACIFIC CORPORATION	GF	S60' 8-9,E44'10	369	12,600	\$189.00	61,523.00	115,532.00	\$177,055.00	\$292.14	200.00	\$681.14
193100	GEORGIA PACIFIC CORPORATION ETAL	GF	W6'10E6'OF 11	369	1,800	\$27.00	8,813.00	0.00	\$8,813.00	\$14.54	200.00	\$241.54
193150	KELMAN ZOLLIE	GF	W6'10 & 11,12	369	14,100	\$211.50	69,877.00	128,603.00	\$198,480.00	\$327.49	200.00	\$738.99
193200	KELMAN ZOLLIE	GF	13,14	369	15,000	\$225.00	73,291.00	48,763.00	\$122,054.00	\$201.39	200.00	\$626.39
193250	THIRD STREET BUILDING EST LLC	GF	1	370	7,500	\$112.50	36,645.00	216,745.00	\$253,390.00	\$418.09	200.00	\$730.59
193300	ROTHSCHILLER VERNON	GF	2	370	7,500	\$112.50	36,645.00	322,880.00	\$359,525.00	\$593.22	200.00	\$905.72
193350	FERRIN WILLIAM E & MARY SUZANNE TRUST	GF	3	370	7,500	\$112.50	36,645.00	214,826.00	\$251,471.00	\$414.93	200.00	\$727.43
193450	GREAT FALLS TRANSIT DISTRICT	GF	6,7	370	15,000	\$225.00	73,291.00	167,027.00	\$240,318.00	\$396.52	200.00	\$821.52
193550	GREAT FALLS RESCUE MISSION	GF	10, 11	370	15,000	\$225.00	43,271.00	259,737.00	\$303,008.00	\$499.96	200.00	\$924.96
193650	FERRIN WILLIAM E & MARY SUZANNE TRUST	GF	12	370	7,500	\$112.50	27,585.00	121,016.00	\$148,601.00	\$245.19	200.00	\$557.69
193700	LUND PROPERTIES	GF	13,14	370	15,000	\$225.00	45,410.00	0.00	\$45,410.00	\$74.93	200.00	\$499.93
193900	NEIGHBORHOOD HOUSING & DEVELOPMENT ETAL	GF	5	371	7,500	\$112.50	36,645.00	0.00	\$36,645.00	\$60.46	200.00	\$372.96
193950	MCCUNE TIMOTHY J & DAVID M	GF	6,7	371	15,000	\$225.00	73,291.00	93,008.00	\$166,299.00	\$274.39	200.00	\$699.39
194100	CITY OF GREAT FALLS ETAL	GF	8-10	371	22,500	\$337.50	63,235.00	0.00	\$63,235.00	\$104.34	200.00	\$641.84
224650	KELMAN ZOLLIE	GF	1-3	417	53,579	\$803.69	55,228.00	220,332.00	\$275,560.00	\$454.67	200.00	\$1,458.36
617100	WILLIAMS, DONALD E TRUST ETAL	FP1	UNIT A		6,665	\$99.98	11,742.00	684,878.00	\$696,620.00	\$1,149.42	200.00	\$1,449.40
617150	WARD KRAIG ALLAN	FP1	UNIT B		871	\$13.07	1,494.00	147,340.00	\$148,834.00	\$245.58	200.00	\$458.64

RESOLUTION #9683 - EXHIBIT "A"

FOR THE
DOWNTOWN BUSINESS IMPROVEMENT DISTRICT PROJECT
PREPARED BY THE FISCAL SERVICES DEPT.

YEAR 2007-2008

B.I.D. TOTAL ASSESSMENT FOR FY 2007-2008

\$ 163,052.12

PARCEL NO.	PROPERTY OWNER	SUB DIV	LOT	BLOCK	TOTAL SQ.FT.	SQ.FT. COST .015	MARKET VAL. LAND	MARKET VAL. IMPS.	TOTAL MARKET VAL.	TOTAL PARCEL .00165 X VAL.	FLAT FEE	TOTAL B.I.D. ANN. ASS.
620650	CASCADE LEASING, INC.	CAP UNIT A			3,615	\$54.23	17,613.00	57,047.00	\$74,660.00	\$123.19	200.00	\$377.41
620660	WILSON,TOM	CAP UNIT B			4,574	\$68.61	22,315.00	72,291.00	\$94,606.00	\$156.10	200.00	\$424.71
620670	QHG LLP	CAP UNIT C			6,839	\$102.59	33,360.00	108,073.00	\$141,433.00	\$233.36	200.00	\$535.95
647400	LG REALTY PARTNERSHIP	EXPRESS BLDG, UNIT A			10,336	\$155.04	66,682.00	253,552.00	\$320,234.00	\$528.39	200.00	\$883.43
647402	UGRIN NEIL E ETAL	EXPRESS BLDG, UNIT B			4,386	\$65.79	32,311.00	135,945.00	\$168,256.00	\$277.62	200.00	\$543.41
647404	RAILROAD SQUARE LLC	EXPRESS BLDG, UNIT C			11,903	\$178.55	72,888.00	177,392.00	\$250,280.00	\$412.96	200.00	\$791.51
647406	UGRIN NEIL E ETAL	EXPRESS BLDG, UNIT D			4,699	\$70.49	32,735.00	136,207.00	\$168,942.00	\$278.75	200.00	\$549.24
650100	HERITAGE BANK	HERITAGE BANK UNIT A			10,000	\$150.00	48,860.00	372,638.00	\$421,498.00	\$695.47	200.00	\$1,045.47
650200	HERITAGE BANK	HERITAGE BANK UNIT A1			10,000	\$150.00	48,860.00	300,448.00	\$349,308.00	\$576.36	200.00	\$926.36
650300	HERITAGE BANK	HERITAGE BANK UNIT B			10,000	\$150.00	48,860.00	300,448.00	\$349,308.00	\$576.36	200.00	\$926.36
651010	STRIEPE W MARK & KARIN L	JHC UNIT 1A			936	\$14.04	4,440.00	66,333.00	\$70,773.00	\$116.78	200.00	\$330.82
651020	MONTCARE INC	JHC UNIT 1B			588	\$8.82	2,818.00	36,645.00	\$39,463.00	\$65.11	200.00	\$273.93
651030	CONNER, DENNIS & JANIS	JHC UNIT 1C			542	\$8.13	2,872.00	59,521.00	\$62,393.00	\$102.95	200.00	\$311.08
651040	ANDERSON RANCH COMPANY	JHC UNIT 2A			560	\$8.40	2,719.00	70,741.00	\$73,460.00	\$121.21	200.00	\$329.61
651050	SUTTON, DANNIE R SR	JHC UNIT 2B			596	\$8.94	2,894.00	49,086.00	\$51,980.00	\$85.77	200.00	\$294.71
651090	GT FALLS BUSINESS IMPROVEMENT DISTRICT	JHC UNIT 3A			1,430	\$21.45	7,007.00	104,280.00	\$111,287.00	\$183.62	200.00	\$405.07
651100	OLSON KENNETH R ETAL	JHC UNIT 4A			1,424	\$21.36	6,927.00	71,548.00	\$78,475.00	\$129.48	200.00	\$350.84
651110	MARSH, LESLIE J.	JHC UNIT 5A			1,424	\$21.36	6,927.00	71,548.00	\$78,475.00	\$129.48	200.00	\$350.84
651501	L'HEUREUX PAGE WERNER, P.C.	KAT UNIT 1			7,601	\$114.02	45,166.00	0.00	\$45,166.00	\$74.52	200.00	\$388.54
651502	DANSON DEVELOPMENT CO	KAT UNIT 2			1,668	\$25.02	9,912.00	0.00	\$9,912.00	\$16.35	200.00	\$241.37
651503	SILVERTIP LLC	KAT UNIT 3			2,224	\$33.36	13,219.00	0.00	\$13,219.00	\$21.81	200.00	\$255.17
651504	NEIGHBORHOOD HOUSING SERVICES INC	KAT UNIT 4			1,112	\$16.68	6,613.00	33,456.00	\$40,069.00	\$66.11	200.00	\$282.79
651505	NEIGHBORHOOD HOUSING SERVICES INC	KAT UNIT 5			2,966	\$44.49	17,626.00	89,213.00	\$106,839.00	\$176.28	200.00	\$420.77
651506	DANSON DEVELOPMENT ETAL	KAT UNIT 6			2,966	\$44.49	17,626.00	89,213.00	\$106,839.00	\$176.28	200.00	\$420.77
1888300	GREAT FALLS GAS CO	MK. 22H, SEC 11, T20N, R3E			89,298	\$1,339.47	297,262.00	952,523.00	\$1,249,785.00	\$2,062.15	200.00	\$3,601.62
1888310	MCMANUS PROPERTIES	MK. 22K, SEC 11, T20N, R3E			31,363	\$470.45	98,539.00	349,217.00	\$447,756.00	\$738.80	200.00	\$1,409.24
1921200	NORTHWESTERN CORP TRANSMISSION & DISTR	GF W1/2-12&13		312	26,250	\$393.75	0.00	1,442,376.00	\$1,442,376.00	\$2,379.92	200.00	\$2,973.67
1921700	QWEST COMMUNICATIONS	GF 14		308	30,000	\$450.00	0.00	2,007,644.00	\$2,007,644.00	\$3,312.61	200.00	\$3,962.61
TOTAL					1,917,549	\$28,763.24	\$8,544,692.00	\$53,690,997.00	\$62,235,689.00	\$102,688.89	\$ 31,600.00	\$163,052.12

Regular City Commission Meeting

Mayor Stebbins presiding

CALL TO ORDER: 7:00 PM

PLEDGE OF ALLEGIANCE

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

PROCLAMATIONS: Mayor Stebbins read proclamations for Sacred Web Recovery and National Night Out.

NEIGHBORHOOD COUNCILS

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

PUBLIC HEARINGS

Res. 9671 and Ord. 2973, annexation and zoning for property addressed as 1424 and 1426 14th Street Southwest (Herman's Flowers). T20N, R3E, Sec. 15, Mark L. Adopted.

- 2A. **RESOLUTION 9671 ANNEXES MARK L, AN OCCUPIED SINGLE-FAMILY RESIDENCE AND HERMAN'S FLOWERS ADDRESSED AS 1424 AND 1426 14th STREET SOUTHWEST, AND THE ABUTTING SEGMENT OF 14th AVENUE SOUTHWEST.**
- 2B. **ORDINANCE 2973, ASSIGNS ZONING CLASSIFICATION OF R-1 SINGLE-FAMILY SUBURBAN DISTRICT.**

Planning Director Ben Rangel reported that in February, 2006, the Great Falls City Commission adopted Ordinance 2930 regarding the annexation of parcels that receive water and/or sewer services and are currently outside the City limits. The City Commission had decided to annex parcels receiving water and/or sewer services to create a more coherent and consistent City boundary and to provide services more effectively to everyone in the City. It is also a matter of fairness to current City residents to make sure that those who use City services share the burden of paying for them equitably.

A number of properties are involved in this annexation program. This agenda item, as well as the next, involves the first of these properties. This item involves a residence and Herman's Flowers located on one parcel. As a condition for the continued receipt of City water and sewer services, the property owner has provided written consent to the annexation.

On July 17, 2007, the City Commission set a public hearing for this evening. Mr. Rangel recommended the City Commission adopt Resolution 9671 to annex the parcel, and adopt Ordinance 2973 to assign zoning classification of R-1 single-family suburban district. The City Planning Board and Zoning Commission unanimously recommended approval.

Mayor Stebbins declared the public hearing open. No one appeared to speak in support of or opposition to Resolution 9671 or Ordinance 2973. Mayor Stebbins declared the public hearing closed and asked for the direction of the City Commission

Commissioner Rosenbaum moved, seconded by Commissioners Beecher and Hinz, that the City Commission adopt Resolution 9671.

Motion carried 5-0.

Commissioner Rosenbaum moved, seconded by Commissioners Beecher and Hinz, that the City Commission adopt Ordinance 2973.

Motion carried 5-0.

Res. 9672 and Ord. 2974, annexation and zoning for Lot 1, Block 8, University Addition (Airway Motel and Classic 50's). T20N, R3E, NW ¼ Sec. 15, University Addition. Adopted.

3A. RESOLUTION 9672 ANNEXES LOT 1, BLOCK 8, UNIVERSITY ADDITION.

3B. ORDINANCE 2974, ASSIGNS ZONING CLASSIFICATION OF C-2 GENERAL COMMERCIAL DISTRICT.

Planning Director Benjamin Rangel reported this is the second property to be annexed under Ordinance 2930. This item involves the Airway Motel and Classic 50's businesses located along 14th Street Southwest. As a condition for the continued receipt of City water and sewer services, the property owner has provided written consent to the annexation.

On July 17, 2007, the City Commission set a public hearing for this evening. Mr. Rangel recommended the City Commission adopt Resolution 9672 to annex the parcel, and adopt Ordinance 2974 to assign zoning classification of C-2 general commercial. The City Planning Board and Zoning Commission unanimously recommended approval.

Mayor Stebbins declared the public hearing open. No one appeared to speak in support of or opposition to Resolution 9672 or Ordinance 2974. Mayor Stebbins declared the public hearing closed and asked for the direction of the City Commission

Commissioner Rosenbaum moved, seconded by Commissioners Beecher and Jovick-Kuntz, that the City Commission adopt Resolution 9672.

Motion carried 5-0.

Commissioner Hinz moved, seconded by Commissioner Rosenbaum, that the City Commission adopt Ordinance 2974.

Motion carried 5-0.

Res. 9676 and Ord. 2976 annexation and zoning upon narrow strip of land abutting the south boundary of Lots 3-8, Block 3, 7th Supplement to Skyline Heights Addition. Adopted.

4A. RESOLUTION 9676 ANNEXES A NARROW STRIP OF LAND ABUTTING THE SOUTH BOUNDARY OF LOTS 3-8, BLOCK 3, 7TH SUPPLEMENT TO SKYLINE HEIGHTS ADDITION.

4B. ORDINANCE 2976, ASSIGNS ZONING CLASSIFICATION OF R-2 SINGLE-FAMILY MEDIUM DENSITY DISTRICT.

Planning Director Ben Rangel reported that Gene Shumaker and Joe Aline were the developers of Skyline Heights Addition in north Great Falls. During the initial platting and annexation of 7th Supplement to Skyline Heights Addition an adjoining narrow strip of land was inadvertently left out. Steps are now being taken by the developer to add the strip of unincorporated land into the subdivision, to annex it, and to assign City zoning.

On July 3, 2007, the City Commission set a public hearing for this evening. Mr. Rangel recommended the City Commission adopt Resolution 9676 which would annex the parcel, and to adopt Ordinance 2976 which would assign a City zoning classification of R-2 single family. Mr. Rangel further recommended the City Commission approve the amended plat that incorporates the strip of land. The City Planning Board and Zoning Commission unanimously recommended approval.

Mayor Stebbins declared the public hearing open. No one appeared to speak in support of or opposition to Resolution 9676 or Ordinance 2976. Mayor Stebbins declared the public hearing closed and asked for the direction of the City Commission

Commissioner Hinz moved, seconded by Commissioners Beecher and Jovick-Kuntz, that the City Commission adopt Resolution 9676.

Motion carried 5-0.

Commissioner Rosenbaum moved, seconded by Commissioners Hinz and Jovick-Kuntz, that the City Commission adopt Ordinance 2976.

Motion carried 5-0.

Res. 9677 and Ord. 2977, final plat and annexation agreement all related to Northview Addition Phase 3. Adopted.

5A. RESOLUTION 9677 ANNEXES NORTHVIEW ADDITION PHASE 3.

5B. ORDINANCE 2977 ASSIGNS A ZONING CLASSIFICATION OF PUD PLANNED UNIT DEVELOPMENT TO NORTHVIEW ADDITION PHASE 3.

Planning Director Ben Rangel reported in February, 2007, the City Commission approved the preliminary plat of Northview Addition Phases 2 – 7. That subdivision was located just east of the Countryside Village mobile home park. Jim Workman Construction Company had received approval for Phases 1 and 2 of the subdivision, and is now ready to proceed with Phase 3, which consists of 18 single-family residential lots.

On July 17, 2007, the City Commission set a public hearing for this evening. Mr. Rangel recommended the City Commission approve the final plat and annexation of Northview Addition Phase 3 and the City Zoning Commission has recommended the City Commission assign a zoning classification of PUD Planned Unit Development to same, upon annexation to the City.

Mr. Rangel recommended the City Commission adopt Resolution 9677 which would annex this subdivision, and to adopt Ordinance 2977 which would assign a City zoning classification of PUD Planned Unit Development. Mr. Rangel further recommended the City Commission approve the final plat of the subdivision and the annexation agreement. The City Planning Board and Zoning Commission unanimously recommended approval.

Mayor Stebbins declared the public hearing open. No one appeared to speak in support of or opposition to Resolution 9677 or Ordinance 2977. Mayor Stebbins declared the public hearing closed and asked for the direction of the City Commission

Commissioner Jovick-Kuntz moved, seconded by Commissioner Hinz, that the City Commission adopt Resolution 9677.

Motion carried 5-0.

Commissioner Jovick-Kuntz moved, seconded by Commissioners Hinz and Rosenbaum, that the City Commission adopt Ordinance 2977.

Motion carried 5-0.

Res. 9664, Levy and Assess Street Maintenance District. Adopted.

6. RESOLUTION 9664, LEVY AND ASSESS STREET MAINTENANCE DISTRICT. ANNUAL STREET MAINTENANCE ASSESSMENT FOR FISCAL YEAR 2007/2008.

Fiscal Services Director Coleen Balzarini reported that this is an annual street maintenance resolution that she recommended be passed following the public hearing. Public notice was posted in the Tribune on July 20th and July 27th as required by statute. The intent is to increase the street maintenance assessment by 10% this year, which will affect an average property owner in the district about \$6.00 per year.

Mayor Stebbins declared the public hearing open. No one spoke in support of Resolution 9664.

Those speaking in opposition to Resolution 9664 were:

John Hubbard, (615 7th Avenue South?), asked if this is another street tax. It was Mr. Hubbard's belief a recent street tax passed for the original town site, taxes went up for the schools, and now another street maintenance tax.

Fiscal Services Director Colleen Balzarini answered that this is an annual assessment. The street maintenance district covers the entire city. There are different categories within the street maintenance district, i.e. commercial properties, residential properties and cemeteries. All properties within the City limits pay some form of street maintenance fee. It is an annual assessment, and is the only assessment being asked to set this year.

Mr. Hubbard stated he is getting taxed twice for the same thing and his street still looks like Beirut, and inquired if this tax was for curbs and sidewalks.

Mayor Stebbins answered this tax is just for street maintenance.

Mary Jolley, 1910 2nd Avenue North, asked is this assessment increased every year, and what was the increase last year.

Commissioner Jovick-Kuntz answered the increase is 10% for five years. This is the last year for the 10% increase.

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

Commissioner Beecher moved, seconded by Commissioner Rosenbaum, that the City Commission adopt Resolution 9664.

Motion carried 5-0.

Res. 9665, Levy and Assess Special Improvement Boulevard Maintenance District No. 3570. Adopted.

7. RESOLUTION 9665, LEVY AND ASSESS SPECIAL IMPROVEMENT BOULEVARD MAINTENANCE DISTRICT NO. 3570. ANNUAL BOULEVARD MAINTENANCE ASSESSMENT FOR FISCAL YEAR 2007/2008.

Fiscal Services Director Coleen Balzarini reported that this is also an annual maintenance assessment. The boulevard district does not encompass the entire city. It encompasses mostly the original town site as well as areas beyond Central Avenue West. There is no increase requested this year. The assessment will remain the same.

Mayor Stebbins declared the public hearing open. No one appeared to speak in support of or opposition to Resolution 9665. Mayor Stebbins declared the public hearing closed and asked for the direction of the City Commission

Commissioner Rosenbaum moved, seconded by Commissioners Beecher and Jovick-Kuntz, that the City Commission adopt Resolution 9665.

Motion carried 5-0.

Res. 9666, Levy and Assess Special Improvement Portage Meadows Maintenance District No. 1195. Adopted.

8. RESOLUTION 9666, LEVY AND ASSESS SPECIAL IMPROVEMENT PORTAGE MEADOWS MAINTENANCE DISTRICT NO. 1195. ANNUAL PORTAGE MEADOWS MAINTENANCE ASSESSMENT FOR FISCAL YEAR 2007/2008.

Fiscal Services Director Coleen Balzarini reported that the Portage Meadows Maintenance District provides maintenance to the common areas of the Portage Meadows development. There is no increase requested. It will be the same assessment as the previous year.

Mayor Stebbins declared the public hearing open. No one appeared to speak in support of or opposition to Resolution 9666. Mayor Stebbins declared the public hearing closed and asked for the direction of the City Commission

Commissioner Jovick-Kuntz moved, seconded by Commissioner Rosenbaum, that the City Commission adopt Resolution 9666.

Motion carried 5-0.

OLD BUSINESS

NEW BUSINESS

GF Community Ice Foundation – approve grant funds.

9. GRANT FUNDS TO GREAT FALLS COMMUNITY ICE FOUNDATION TO ASSIST IN BRINGING PUBLIC WATER AND SEWER SERVICES TO THE NEW ICE RINK FACILITY.

Fiscal Services Director Coleen Balzarini recommended the City Commission approve a grant to the Great Falls Community Ice Foundation to assist in bringing public water and sewer to the facility. There will be a grant in the amount of \$150,000. It is anticipated the cost of bringing those extensions to the facility will be \$400,000. The City is proposing to have utility funds carry the cost of the extensions that will be reimbursed at a later date. Staff has been working with the Great Falls Ice Foundation to assist them in getting this done and to comply with all of the City regulations. This project meets virtually all of the criteria of Resolution 9351 regarding City participation in community enhancement projects.

Andrea Hedges, P.O. Box 2869, President of the Great Falls Community Ice Foundation and Director of Women's Hockey and Girls' Hockey, stated she never thought it would be so complex or costly to freeze water. This venture started in 2002. In 2004, the ice users – youth hockey, figure skaters, women's hockey, men's hockey, and the ice boosters who raise money for the ice programs, formed a plan and founded the Great Falls Community Ice Foundation. Their mission was to provide affordable ice for the youth and adults in Great Falls and the surrounding areas. In 2006, the Ice Foundation ordered a building, secured a low-interest loan from Mountain West Bank, and secured eight acres of land from Flying J. The Ice Foundation raised a total of \$460,000. Phase I consists of one sheet of ice and will cost \$1.9 million; Phase II consists of concessions, a pro shop and locker room area that will cost \$500,000 (five year plan); and Phase III is the second sheet of ice that will cost approximately \$1 million (ten year plan). So, the total project cost is \$3.5 million. Ms. Hedges went on to say this is not a temporary bandaid for the ice problem, it is going to be the solution. The historical economic impact over 120 days is approximately \$1.1 million. Ms. Hedges stated if it can generate that much more revenue in Great Falls over 120 days, think of how much more it can bring if it is a year round facility, which is the ultimate goal.

Ms. Hedges thanked the City and County Governments and everyone in the room for recognizing recreational ice.

Commissioner Hinz moved, seconded by Commissioner Rosenbaum, that the City Commission approve the grant.

Commissioner Hinz added that she sees this as the best way to move forward with this hugely beneficial project for mostly our youth.

Those speaking in favor of the approval of the grant were:

Danielle Jacobs, 1406 4th Avenue North, and **McKenzie**, 517 Deer Drive, thanked the Commissioners as figure skaters for giving them the opportunity to ask for this. Both stated skating is what they do and is a part of them.

Michael Witsoe, 510 11th Street South, stated this is one good one for the City. Fifty-eight years ago he skated at Gibson Park and the arena. Through hard work, now we will have ice again. Mr. Witsoe congratulated this asset and all the people of the Ice Foundation.

Carol Fisher, 500 53rd Street South, stated she is a hockey mom and thanked the Commissioners for making the decision to approve this grant. Ms. Fisher stated this will be a great asset to the community, and will be a huge plus economically. Ms. Fisher opined that any money put towards kids pays off in the end.

No one spoke in opposition to approving the grant.

Motion carried 5-0.

Ord. 2978, zoning for Pine Hill Minor Subdivision. Accepted on first reading and set public hearing for September 4, 2007.

10. ORDINANCE 2978, ESTABLISH ZONING UPON PINE HILL MINOR SUBDIVISION. ASSIGNS ZONING CLASSIFICATION OF PUD PLANNED UNIT DEVELOPMENT DISTRICT TO PINE HILL MINOR SUBDIVISION.

Planning Director Ben Rangel reported that Nancy Clough is the owner and developer of the property that is located on the west side of Huckleberry Drive, just south of Bel-View Palisade Addition. Mr. Rangel reported that Ms. Clough recommended the City Commission assign a zoning classification of PUD Planned Unit Development district to Pine Hill Minor Subdivision being annexed to the City. Ms. Clough does propose to develop a two lot subdivision consisting of 14 single-family homes entitled Pine Hill Addition. Ms. Clough's overall proposal includes the subdivision, its annexation and the establishment of City zoning. Mr. Rangel recommended the City Commission accept Ordinance 2978 on first reading, and set a public hearing for September 4, 2007, to consider assignment of City zoning, and approve the final plat, the subdivision and its annexation.

Commissioner Jovick-Kuntz moved, seconded by Commissioner Rosenbaum, that the City Commission accept Ordinance 2978 on first reading and set a public hearing for September 4, 2007, to consider adoption of Ordinance 2978.

Motion carried 5-0.

Res. 9679, Amending Res. 9634 to Establish Five Minute Public Comment Period, and Prohibiting Racist, Discriminatory and Incitingly Violent Speech. Adopted.

11. RESOLUTION 9679, AMENDING RESOLUTION 9634 TO ESTABLISH FIVE MINUTE PUBLIC COMMENT PERIOD, AND PROHIBITING RACIST, DISCRIMINATORY AND INCITINGLY VIOLENT SPEECH.

Assistant City Attorney Chad Parker reported that the three minute limit for public comment during the Petitions and Communications agenda period has appeared too restrictive and, therefore, deemed it necessary to amend the limit to five minutes. Further, recent public comments require the prohibition of certain types of speech to include any racist, discriminatory

and incitingly violent speech.

Because of the many occasions when the Mayor and Commission have found it necessary to extend a public speaker's time beyond the three minute limit and in the spirit of allowing full public participation, it is deemed proper to amend Resolution 9634 to change the three minute limitation to five minutes, unless specially authorized to exceed such five minute limit by the Mayor with the concurrence of the City Commission.

Also, and in addition to the prohibitions stated in Resolution 9634, it is deemed proper to prohibit racist, discriminatory and incitingly violent speech because of recent loud, outrageous and heinous comments made during the Petitions and Communications agenda period.

Mr. Parker recommended the City Commission adopt Resolution 9679.

Commissioner Beecher moved, seconded by Commissioners Rosenbaum and Hinz, that the City Commission adopt Resolution 9679.

Commissioner Rosenbaum stated three minutes was deemed too short a period for some people. Commissioner Rosenbaum explained that it is not the time frame, it is the subject matter. A lot of times the subjects are such that the City Commission has absolutely nothing to do with, i.e. the federal government, fuel prices and global warming.

Commissioner Beecher made a comment in the spirit of civility that it is fair game to stand up and disagree or criticize the City Commission, and it is fair game to disagree or criticize a City Department, as being all in the bounds of good democratic undertaking. However, Commissioner Beecher stated he is not comfortable with personal names being mentioned. There is just no room for that in a good democratic process.

Mayor Stebbins stated that she found a comment in the Tribune this morning to be rather enlightening. The podium there is for citizens to speak on matters of City interest. It is not a stage, and it is not a pulpit. By enabling people to speak at greater length, it is her belief the Commission is fulfilling its mission.

Mayor Stebbins then welcomed public comment.

Mary Jolley, 1910 2nd Avenue North, stated to Mayor Stebbins that it had always been within her power to limit public comments to issues that the Commission had the ability to do something about. Ms. Jolley stated that Mayor Gray would say we can't do anything about that, and say it in a nice way, and people responded to him. Ms. Jolley also stated she was not sure what Commissioner Beecher was talking about regarding using personal names.

Commissioner Beecher responded that, if you were criticizing him as a City Commissioner, then that would be fine. But, if you criticize Bill Beecher for doing something, then that becomes something of a personal issue.

Ms. Jolley then inquired who Chad was.

Chad Parker introduced himself and stated he is the Assistant City Attorney standing in for David Gliko this evening.

Ms. Jolley quoted Mr. Parker as saying the resolution amends the former limit on time. Ms. Jolley inquired if that meant the public was no longer allowed to be impertinent, and if the three minute limit was repealed.

Mayor Stebbins answered if the resolution was passed, then it will be repealed.

Ms. Jolley stated the language of the resolution left out homophobic and a few other things.

Mayor Stebbins answered the term discriminatory was added and that pretty much covers it.

Ms. Jolley stated that it sounded like something a grade school, high school or a community college would enact. She expressed that she hadn't attended all of the meetings, but that she hadn't heard anything discriminatory, and inquired if the Commissioners had.

Mayor Stebbins and Commissioner Beecher both answered that they had.

Ms. Jolley asked if that language could be stricken or taken out and thought that should be understood that people shouldn't be able to rant and rave or talk about things the City has no jurisdiction over.

Mayor Stebbins answered it should be understood.

Commissioner Beecher stated it should be understood, but many times it is not.

Ms. Jolley stated she observed the Commissioners speaking more tonight among themselves. Ms. Jolley also stated to Mayor Stebbins that it has only been in the past couple of months that public comment on agenda items had been allowed. Ms. Jolley opined that if the Commission asked for public comment before every vote, it would cut down on public comments at the end. Ms. Jolley stated she is against the language of this resolution. Ms. Jolley quoted Mr. Parker saying the Mayor could extend the five minute time limit if the Commissioners concurred, and compared it to the last meeting when the Mayor informed the people there was a three minute limit and that she would give them more time if they were making good points.

Ms. Jolley asked if Mayor Stebbins was going to judge how much time somebody gets because she deemed them good points or not good points.

Mr. Parker read a quote from Chief Justice Berger who made progressive movements in the Supreme Court since the beginning part of the twentieth century. Freedom of speech is vital to our system. The Constitution of the United States is a sacredly, divinely inspired document in many regards. Without freedom of speech we could not exist in this society as we had hoped to. However, under the Constitution, we have never been allowed to say whatever we want, regardless of other people's sensibilities, habits or manners. Mr. Parker believes Resolution 9679 sufficiently addressed prohibition of racist, discriminatory and incitingly violent speech that the Commission had seen and heard in the recent past. Mr. Parker stated that this is a balance that he is trying to present and not a further prohibition on speech within these chambers. The time can be further extended beyond five minutes if deemed appropriate, but the judge of that content is the City Commission.

Ms. Jolley inquired what cases Mr. Parker cited.

Mr. Parker answered Madison School District vs. Wisconsin Employment Commission, as well as Bethel School District vs. Frazier.

Ms. Jolley said that sounds like something the school districts would do. Ms. Jolley stated she had been coming to Commission meetings for two years and must have missed the ones where racist or incitingly violent comments were made. Ms. Jolley asked if the time period is extended to five minutes, will the Commission limit the number of speakers.

Commissioner Beecher stated no, the number of speakers will not be limited.

Ms. Jolley stated the Commission shouldn't pick and choose who gets more than five minutes of public comment period.

Pamela Morris, 2201 8th Avenue North, stated she is against this resolution. Ms. Morris doesn't think it is necessary for the City of Great Falls to tie the hands of the citizens. Ms. Morris stated that it hadn't been done before, and is only being done under this current leadership. Ms. Morris stated that because we have a gadfly or Socrates in the midst, all that does is make the City council meetings more exciting, more people on television, and brings some pizzaz to this otherwise stale enterprise that we are involved in. She informed the Commission that she is a retired English teacher and knows how to control a group. If one is a leader, one does not need to have policemen escorting people out in order to have public comment. She requested Mayor Stebbins add language to the agenda to make certain it adds citizen input before any vote is made so that the public won't feel muzzled.

Aart Doleman, 3016 Central Avenue, stated that he believed that it is the prerogative of the Mayor in all civility to lay the rules of the discussion or debate. Mr. Doleman stated what concerns him most is what one commissioner said about global warming. This is a democratic society. The public has the right to bring up any subject. Two hundred and forty communities have spoken out against the federal government's policy on global warming.

Ed McKnight, 906 3rd Avenue North, stated the Mayor who presides over the Commission is in control of everything, everyone and every word spoken in here. The three minute rule accomplished nothing but hard feelings. Mr. McKnight stated the Mayor allows you to speak, unless she allows you to speak more. It changes nothing. Mr. McKnight stated that it had always been in the Mayor's power to stop racist or impertinent speech, and the amount of time spoken is irrelevant. Mr. McKnight stated that the rule should be totally repealed, and go back to a "Mayberry" kind of way and all get along.

Kevin Willems, 207 30th Avenue N.E., stated this is the second Commission meeting he has been to. He commented that the last three speakers took less than three minutes to make their comment. Five minutes is more than ample. Information is brought out, the Commission collects it and thinks through it and then addresses it further.

Brett Doney, 3048 Delmar Drive, thanked the Commissioners for adding the language about prohibiting racist comments. Mr. Doney stated at the last meeting he attended he was disgusted and embarrassed for the City.

John Hubbard, (615 7th Avenue South?) said to cut the dung, we are talking about him and his racist comments. Mr. Hubbard stated that these rules about how long people can talk is totally against the first amendment right and freedom of speech. Mr. Hubbard said he had mentioned things the City can't handle - 50 missiles being taken out of the northern tier, and we can't win a war by being a sissy. He stated it isn't for the Commission to do something about. It is for somebody out there in "TV" land to say this dummy is right. He stated he does it for the betterment of the community and to open the public's eyes.

Susan Kahn, 1708 Alder Drive, stated that the big issue around the three minute rule is the enforcement of it. Ms. Kahn stated that there is nothing mentioned in the wording about what the enforcement is as far as plain clothed men physically removing people, and inquired what the policy and procedure is for that.

Mayor Stebbins responded the policy is when your time is up, I ask you to step down.

Ms. Kahn inquired then in the case of Susan Overfeld, did she refuse to do that.

Mayor Stebbins answered yes she did, and she became violent with the police officer.

Ms. Kahn stated she has heard comment before about uniformed men, and that would be a good step.

Michael Witsoe, 510 11th Street South, requested that if someone represented a group of people, the Commission should allow more time. Mr. Witsoe stated that an election is coming, and it seems the Commission is making changes after 21 months. Mr. Witsoe thanked the Commissioners for this resolution.

Commissioner Hinz clarified that this resolution only applies to the end of the meeting during Petitions and Communications. It does not apply to any other item on the agenda. This five minute rule is only at the end of the meeting. It does say that in the resolution. The Chair has the prerogative to extend that debate. The Chair does not need the vote of the rest of us.

Motion carried 5-0.

Consent Agenda.
Approved as printed.

CONSENT AGENDA

12. Minutes, July 17, 2007, Commission meeting.
13. Total Expenditures of \$4,212,987 for the period of July 18 through August 1, 2007, to include claims over \$5,000, in the amount of \$3,865,711.
14. Contracts list.
15. Award construction contract to Shumaker Trucking & Excavating for the Mount Olivet/Mountain View Water Main Loop in the amount of \$139,899.
16. Award construction contract to Phillips Construction for the 7th and 3rd Avenues North Water Main Replacement in the amount of \$931,824.
17. Award construction contract to Phillips Construction for the Milwaukee Right-of-Way Storm Drainage Improvements, Phase 2 in the amount of \$48,321.
18. Approve Change Order No. 1 to Phillips Construction for the Horizon Park and Central Avenue West Water Main Replacements in the amount of \$25,000.
19. Approve Change Order No. 5 to NewMech Companies, Inc. for the Contract 02—General Construction for the Wastewater Treatment Plant Cogeneration Project in the amount of 73,507.
20. Approve emergency purchase of one tandem axle truck with sideload refuse packer.
21. Award contract to Talcott Construction for the Mitchell Pool Renovation in the amount of \$1,083,985.

22. Approve Change Order No. SI-1 to Talcott Construction for the Mitchell Pool Renovation in the credit amount of \$96,100.
23. Approve Change Order No. SII-1 to Talcott Construction for the Jaycee and Water Tower Rehabilitation in the credit amount of \$46,800.
24. Declare property surplus to allow it be sold at auction.
25. Approve increase in annual funding commitment to Great Falls Development for a total of \$100,000 through debt reduction.
26. Approve Management and staff agreement with the Great Falls Housing Authority.
27. Approve contract for Employee Group Health Insurance Specific Stop Loss Coverage.
28. Approve Engineering Services Agreement for an extension to River's Edge Trail adjacent to Bay Drive with Thomas Dean and Hoskins, Inc. in the amount of \$19,720.

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

Commissioner Rosenbaum commented that the construction on the pools is a positive move.

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

Mary Jolley, 1910 2nd Avenue North , asked for more specifics on Item 27.

Human Resource Manager Linda Williams responded that this is specific stop loss coverage for individuals covered under the City's group health plan for certain claims over \$150,000.

Ron Gessaman, 1006 36th Avenue N.E., commented that there were not enough details for the public about Item 19, and requested that the agenda be displayed on the screen.

Public Works Director Jim Reardon responded that attached to the agenda report and also available on the City's website is the actual Change Order document. That document outlines the specific Change Order items that make up the \$73,507.

Michael Witsoe, 510 11th Street South, asked if Item 19 was regarding the methane generating plant.

Public Works Director Jim Reardon answered yes, Item 19 is for the methane gas generator.

Mr. Witsoe asked if this cost was over and above the original guesstimation, or if there was a problem that needed an additional \$73,000.

Public Works Director Jim Reardon answered there were items that came up during the course of the project and stated the project is still under budget.

Mr. Witsoe then inquired about Item 20 and wondered why the truck wasn't put out to bid.

Mayor Stebbins answered the truck burned up.

Mr. Witsoe then inquired about Items 21-23 and whether these costs are the first or second bids, or was it the final cost for just the Mitchell pool.

Commissioner Rosenbaum answered Talcott Construction is the prime bidder. The project was over budget and some adjustments were made.

Mr. Witsoe inquired what the credit was for.

Mayor Stebbins answered that some of the systems were still in shape to continue with.

Mr. Witsoe inquired why the water tower pool wasn't open if it wasn't under construction.

Park and Recreation Director Jim Sullivan answered that it was not open. Mr. Sullivan explained that he couldn't dictate when the contractor begins, and in the bidding process some costs were eliminated for cost savings to the City. Then the prime contractor and sub-contractor made a decision it would be more economical to start Mitchell and Tower at the same time.

Mr. Witsoe then inquired when the City auction is.

Public Works Director Jim Reardon answered the City auction is August 11th. Anything estimated to be valued over \$1,000 needed to be declared surplus by the City.

Motion carried 5-0.

BOARDS & COMMISSIONS

**Great Falls Development
Authority Ex-Officio
Members Appointed.**

29. REAPPOINTMENTS, GREAT FALLS DEVELOPMENT AUTHORITY.

City Manager John Lawton recommended the City Commission confirm the re-appointments of Commissioners Bill Beecher and Diane Jovick-Kuntz as ex-officio members of the Great Falls Development Authority and Mike Rattray as the staff liaison.

Commissioner Hinz moved, seconded by Commissioner Rosenbaum, that the City Commission confirm the re-appointments.

Motion carried 5-0.

**Regional Airport
Authority Board
Member Appointed.**

30. APPOINTMENT, REGIONAL AIRPORT AUTHORITY.

Appoint one member to fill the remainder of the three-year term through December 31, 2007.

City Commissioner Jovick-Kuntz moved, seconded by Commissioners Beecher and Rosenbaum, that the City Commission appoint James Morin to the Regional Airport Authority to fill the remainder of a three-year term through December 31, 2007.

Commissioner Hinz commented that the Commission interviewed five candidates and they were all very qualified people.

Motion carried 5-0.

31. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

CITY MANAGER

32. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

City Manager John Lawton reported that at the last Commission meeting Kevin Willems came and spoke about a problem that was occurring in his neighborhood. Mr. Willems described a situation where there were lots across from where he lives at 139 29th Avenue N.E., and 140-148 30th Avenue N.E., that were being used as a dirt track for ATV's and motorcycles. He described a situation where there was a lot of dust and noise from that property. Mr. Willems spoke with the City about these issues. Mr. Lawton visited the area, talked to a neighbor, and looked at what was happening with the dust coming from these properties. Mr. Lawton explained that the dust builds up the turf on people's lawns so that it actually raises the turf over time above the level of the sprinkler heads and sooner or later they have to replace the sprinkler system. It is doing damage and going to cost people money in this neighborhood. Staff discussed various ways to deal with this problem. City ordinances aren't ideally suited for something like this. This problem is particularly difficult. It is a serious problem for the neighbors and the City shouldn't allow this to take place because it interrupts the lives and the enjoyment of people's property in their neighborhood. Mr. Lawton stated that a nuisance complaint has been drafted and, if necessary, will be filed in District Court. If the complaint is filed, the City will ask the District Court for an injunction to stop this kind of use of the property and removal of these dirt tracks. Mr. Lawton stated that the City will continue to work with the neighbors.

CITY COMMISSION**33. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

Mayor Stebbins introduced four guests who are students from Romania, Andrei Filimon, Alexandria Iacobescu, Monika Szekely and Radu Negrea.

PETITIONS AND COMMUNICATIONS**34. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.**

Mayor Stebbins opened the meeting to Petitions and Communications.

City Manager, SME and PPL.

34A. Stuart Lewin, 615 3rd Avenue North, read a letter to the public that he wrote to the Commissioners regarding hiring a City Manager before the election. Mr. Lewin further inquired about the 1.4 million approved to set aside in a fund to be available to PPL and SME. If the City is not able to build the coal fired plant and the water credits cannot be used, Mr. Lewin inquired will this agreement that was just entered into allow SME or PPL to grab that 1.4 million out of the general fund to pay these past debts on the water credits.

Mr. Lawton answered no.

Mr. Lewin asked if that is specifically laid out in the agreement just signed.

Mr. Lawton answered the 1.4 million has absolutely nothing to do with the water credits. The City has a contract with SME to purchase electricity. These contracts go through 2011. The City sells that electricity to its customers. The Southern Montana group buys the electricity from PPL, Montana. This 1.4 million secures those contracts.

Mr. Lewin asked for a copy of the agreement regarding the 1.4 million.

Mr. Lawton answered the 1.4 million is a requirement of SME. The City has contracts with SME to purchase electricity. The 1.4 million is a requirement of PPL. The City is putting up those amounts, in its own deposits, in its own funds, from which it draws interest. This is a requirement of doing business.

Coleen Balzarini stated an agreement was signed and she believed it was on the website.

Mr. Lewin stated he was quite concerned about the money in the general fund that could be reached by these people.

Mr. Lawton corrected Mr. Lewin that this money was not taken from the general fund. These are deposits that remain as investments of the City.

City Manager and SME. 34B. Mary Jolley, 1910 2nd Avenue North, asked if there would be an outside or special audit done before the next City Manager is hired.

Mayor Stebbins answered that all of the audits are outside audits and there would not be a special audit.

Ms. Jolley stated that when she inquired about the water credit agreement a couple of months ago Mr. Lawton said it basically didn't exist. Ms. Jolley stated that if the plant is not built, SME was allowed within 60 days to ask for the water credit back. Ms. Jolley stated that she attended the ECP board meeting last night and there is a City policy that states if City appointed board members don't attend three meetings they should be replaced. She stated there are at least two people that have missed three meetings. She suggested thinking about new ECP board members. Ms. Jolley stated that at last night's meeting Mr. Lawton explained the customers, addendums and HB 25. Ms. Jolley inquired of the Commissioners if Mr. Lawton had explained to them that ECP is contemplating buying more power even if this plant isn't built.

City Manger John Lawton stated Ms. Jolley made a false statement when she said the water agreement did not exist. That is not true. Mr. Lawton explained what he did say was that there was no specific terms for repaying the water agreement if the power plant is not built.

Ms. Jolley asked if the agreement does say 60 days.

Mr. Lawton answered that he does not have the agreement in front of him. He stated there are no specific terms. The City does not interpret that language as requiring the water credit be returned in 60 days.

City Manager. 34C. Pamela Morris, 2201 8th Avenue North, read an email she received from Colonel Rich Liebert, the chair of CCE. Ms. Morris stated that she heard there is no real contract with the company that has been hired for the City Manager search. As a NC representative, Ms. Morris requested that the City Commission appoint a representative from each of the neighborhood councils to be a part of the City Manager selection process, and that the public be able to participate.

Fourth of July fireworks and ECP. 34D. Aart Doleman, 3016 Central Avenue, thanked the Commission for putting some sense into the Fourth of July firework show. Mr. Doleman stated he attended the ECP board meeting last night and is concerned. He stated he was appointed Police Commissioner by the Havre City Council in 1983 because the Havre Daily News filed a lawsuit alleging that the police commission was meeting in secret and not taking any minutes, and there wasn't an agenda. He was not impressed that there were no minutes last night, and could not find an agenda. Mr. Doleman

stated the minutes and agenda should be published well in advance because this is State law.

ECP.

34E. Ron Gessaman, 1006 36th Avenue N.E., stated that he attended the ECP board meeting last night and is disappointed in this group. Mr. Gessaman talked to the members several times about not following their by-laws. He stated he checked the website and found that this Commission passed Resolution 9530 on November 15, 2005. That resolution provided for the by-laws of ECP. That makes this Commission responsible for ECP following those by-laws. Mr. Gessaman stated the by-laws are incomplete, they have vacant spots, and indicate the board meeting will be held in a post office box. Further, the Board will cause to have an agenda and the previous minutes posted before each meeting. Mr. Gessaman stated that the July minutes were not available yesterday, and it is time that the City Commission take its responsibilities seriously with respect to the Electric City Commission which is a part of the City of Great Falls. Mr. Gessaman stated if it becomes necessary to file a lawsuit to get the information that is required, then that could happen. He stated he found it interesting in Sunday's Tribune that 25 years ago the City budget was 22.75 million dollars. He stated Mr. Lawton is spending 88 million per year and taking in 84 million, and that according to the CPI index that is a 6 percent increase in the City's budget.

Animal micro-chipping and registration.

34F. Andrea Deligdish, 3016 Central, commented that several weeks ago she asked about the dogs and the cats being micro-chipped and if the City had a "gadget" to determine where these animals lived and who they belonged to. Ms. Deligdish stated that she had her cat registered at the animal shelter and was shown a "gadget that pipes into four or five micro-chipping companies." Ms. Deligdish requested that an article be placed in the paper explaining the registration process.

Mayor Stebbins stated that we are due to get the report from the shelter consultant from the Humane Society of the United States with specific recommendations regarding disease control and cleaning protocols.

Chief Grove stated that her name is Kim Stanton and she did an excellent job. The priority was to look at the shelter itself and see what the City needed to do. She brought in a lot of protocol and suggestions on how the City should clean the shelter. Her report should be here in another week.

Tax increases.

34G. John Hubbard, (615 7th Avenue South), stated that he is convinced the country is run by criminals. He read an August 2, 2007, Tribune article regarding a 42 million rate hike. Mr. Hubbard stated he can't afford to live in this country anymore. Mr. Hubbard referenced Resolution 9596 that increased his taxes \$134.18 for two properties. He stated now there is another tax for the schools and street tax, and he inquired what

happened to the lottery money. Mr. Hubbard said the price gouging of the power companies has to be stopped. He asked Corky Grove to arrest all the CEO's of the gas company, the water company and the electric company.

Election.

34H. Michel Witsoe, 510 11th Street South, stated in 13 Tuesdays is the election. Mr. Witsoe inquired whether the buses will run for voters and whether it will be free. Mr. Witsoe requested an answer by the next meeting whether the Commission will wait to hire a new City Manager until after the election.

**SME, Highwood
Generating Station
contracts and water
credits.**

34I. Ed McKnight, 906 3rd Avenue North, asked if there is no specific agreement to repay the water credits, does the City have any idea right now what that amount will be to repay.

City Manager John Lawton read a paragraph of the agreement that Ms. Jolley was talking about earlier. Southern shall give the City written notice of intent not to construct Highwood Station and the City shall commence making payments toward the rate subsidy within 60 days after receiving the notice from Southern. It does not say how many payments, what the payments will be, or over what period of time. All of those things were left to be negotiated in the event the Highwood plant is not built. At that time the City will have a better idea of the capability of the electric fund to carry that cost, not the general fund. Mr. Lawton stated this does not obligate the general fund. The customers who are receiving the benefit of this subsidy are primarily the City and its departments, which flows directly to the tax payers and the rate payers, the Great Falls public schools, which flows directly to the tax payers, and the Airport and Montana Air National Guard are both governmental agencies supported by the tax payers. Fed Ex is a private company receiving this benefit because it is part of the Airport. At the time this was set up, the City did not know exactly what its customer load would be or what the exact prices would be that it would pay for electricity, so this was set up as a shock absorber that would absorb that risk for the first block of electricity to enable the City to get started on some kind of a businesslike basis. The City always anticipated to be repaid from the electricity funds over a long period of time.

Mr. McKnight asked if the new customers signed up are also going to be subsidized.

City Manager John Lawton answered no. The contracts since then are cost-based contracts that are paid as you go. The load fluctuates throughout the day. Mr. Lawton explained that he was not saying that the City makes money all the time consistently, but over time the electricity contracts will pay for themselves.

Mr. McKnight inquired what the annual electric bill is for the City.

Coleen Balzarini answered \$3 million and that includes street lighting and waste water.

ADJOURNMENT

There being no further business to come before the Commission, **Commissioner Beecher moved, seconded by Commissioner Rosenbaum that the regular meeting of August 7, 2007, be adjourned at 9:35 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 AUGUST 8, 2007	463,445.71
MASTER ACCOUNT CHECK RUN FOR AUGUST 15, 2007	691,307.99
MUNICIPAL COURT ACCOUNT CHECK RUN FOR JULY 31, 2007	55,476.00
MUNICIPAL COURT ACCOUNT CHECK RUN FOR AUGUST 3, 2007	1,330.00
WIRE TRANSFERS FROM JULY 31, 2007	1,656.05
WIRE TRANSFERS FROM AUGUST 1, 2007	7,406.13
WIRE TRANSFERS FROM AUGUST 8, 2007	73,147.84
WIRE TRANSFERS FROM AUGUST 10, 2007	1,095,732.15
WIRE TRANSFERS FROM AUGUST 14, 2007	<u>1,942.05</u>
TOTAL: \$	<u><u>2,391,443.92</u></u>

GENERAL FUND

CITY COMMISSION

MONTANA SPAY NEUTER TASK FORCE JUNE 9 & 10 SPAY NEUTER TASK FORCE 5,000.00

POLICE

ENERGY WEST MONTHLY CHARGES 1,312.91
 NEW WORLD SYSTEMS INC PROJECT MGMT SERVICES 5,938.42

FIRE

ENERGY WEST MONTHLY CHARGES 1,770.65

PARK & RECREATION

ENERGY WEST MONTHLY CHARGES 1,967.83
 GREAT WESTERN PARK & PLAYGROUND TABLES WITH WEBCOAT 1,457.24

SPECIAL REVENUE FUND

LIGHTING DISTRICT

NORTHWESTERN ENERGY	MONTHLY CHARGES	5,241.75
NORTHWESTERN ENERGY	MONTHLY CHARGES	7,699.72
NORTHWESTERN ENERGY	MONTHLY CHARGES	55,452.03

911 SPECIAL REVENUE

QWEST INTERPRISE AMERICA INC	PARTS & LABOR MAINTENANCE	12,180.00
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STREET DISTRICT

MONTANA REFINING	CRS2P CHIPSEALING EMULSION	15,690.00
MONTANA REFINING CO	ASPHALT	12,993.75
GREAT FALLS REDI-MIX INC	ASPHALT	63,727.52

LIBRARY

ENERGY WEST	MONTHLY CHARGES	502.21
CENTRAL FLOOR COVERING	CARPET 1ST & 2ND FLOOR	8,619.15

FEDERAL BLOCK GRANTS

DIMAURO, MICHAEL	ROOF REPLACEMENT	8,545.00
LAABS CONSTRUCTION	PMT #3 ADA BATHROOM PROJECT	31,021.46

HOME GRANTS

NEIGHBORWORKS	DRAWDOWNS PMT/CLOSING COSTS	25,317.83
NEIGHBORWORKS	DRAWDOWNS PMT/CLOSING COSTS	28,649.00
NEIGHBORWORKS	DRAWDOWNS PMT/CLOSING COSTS	54,233.00

DEBT SERVICE

SID BONDS

US BANK NA	INTERCAP PROGRAM LOAN 2034, SILD 1302	1,262.50
US BANK NA	INTERCAP PROGRAM LOAN 2046, SILD 1304	3,702.22
US BANK NA	INTERCAP PROGRAM LOAN 2101, SILD 1306	1,431.18

SOCCER PARK BONDS

US BANK	GENRL OBLIGATION BOND SERIES 2004	250.00
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TAX INCREMENT BOND

US BANK NA	TAX INCREMENT URBAN RENEWAL BOND PARITY SERIES 1998A	128,721.25
US BANK NA	TAX INCREMENT URBAN RENEWAL BOND SUBORDINATE SERIES 1998B	97,127.50
US BANK NA	TAX INCREMENT URBAN RENEWAL BOND REFUNDING BOND SERIES 2002	863,237.50

CAPITAL PROJECTS

GENERAL CAPITAL

INTERSTATE ENGINEERING	PMT #2 MITCHELL/JAYCEE & WATER	11,620.00
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ENTERPRISE FUNDS

WATER

THATCHER CO	ALUMINUM SULFATE	32,461.83
DANA KEPNER	METER HORNS	6,610.00
PHILLIPS CONSTRUCTION	PMT#4 OF 1437, HORIZON PARK	105,939.93
CONCRETE DOCTOR	MISC CONCRETE REPLACE/MUDJACK	8,722.54
ENERGY WEST	MONTHLY CHARGES	1,173.27
SHUMAKER TRUCKING & EXCAVATING	WATER MAIN EXTENSION	118,507.51
INDUSTRIAL SYSTEMS INC	PARTS FOR FAIRBANKS 12" MODEL BRONZE IMPELLER	24,601.90
HD SUPPLY WATERWORKS	CLAMPS	5,498.32
I STATE TRUCK CENTER	2007 TANDEM AXLE DUMP TRUCK	64,720.00

STORM DRAIN

PHILLIPS CONSTRUCTION	PMT#4 OF 1437, HORIZON PARK	15,387.57
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SANITATION

ENERGY WEST	MONTHLY CHARGES	121.26
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SAFETY SERVICES

QWEST	MONTHLY CHARGES	6,013.55
ENERGY WEST	MONTHLY CHARGES	110.79

GOLF COURSES

ENERGY WEST	MONTHLY CHARGES	95.28
TETRA TECH INC	ENVIRONMENTAL ANALYSIS OF ANACONDA HILLS DUMP SITE	6,240.39
K&M INC	CONCESSION PAYOUT THRU 8/10/07	1,942.05
K&M INC	CONCESSION PAYOUT THRU 7/28/07	1,656.05

SWIM POOLS

ENERGY WEST	MONTHLY CHARGES	15,845.89
GREAT WESTERN PARK & PLAYGROUND	TABLES WITH WEBCOAT	2,310.12

RECREATION

ENERGY WEST	MONTHLY CHARGES	241.91
GREAT WESTERN PARK & PLAYGROUND	TABLES WITH WEBCOAT	2,966.04

CIVIC CENTER

THE BRICK	DROWNING POOL	10,245.51
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INTERNAL SERVICES FUND

CENTRAL COMMUNICATIONS

QWEST LONG DISTANCE DISPUTED CHARGES 6,693.54

HEALTH INSURANCE

BLUE CROSS BLUE SHIELD GROUP & HMO CLMS 7/24-7/30 2007 7,406.13
BLUE CROSS BLUE SHIELD DRUG CLAIMS JULY 2007 44,077.53
BLUE CROSS BLUE SHIELD GROUP & HMO CLMS 8/1-8/6 2007 28,970.69

INFORMATION TECHNOLOGY

NEW WORLD SYSTEMS INC SOFTWARE, LAPTOPS 92,670.00
CDW GOVERNMENT INC 25 MONITORS 4,807.46

CENTRAL GARAGE

MOUNTAINVIEW COOP UNLEADED FUEL 19,177.90

PUBLIC WORKS

ENERGY WEST MONTHLY CHARGES 536.96
RICOH CORPORATION RICOH AFICIO RPM 4500SPF 11,304.00

FACILITY SERVICES

ENERGY WEST MONTHLY CHARGES 359.69

MUNICIPAL COURT

CASCADE COUNTY TREASURER FINES AND FORFEITURES 9,124.00
CITY OF GREAT FALLS FINES AND FORFEITURES 41,952.00

CLAIMS OVER \$5000 TOTAL:

\$ 2,153,163.23

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

**AGENDA: 13
DATE: August 21, 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	Community Development	Special Olympics Montana	July 1, 2007 – June 30, 2008	272	\$12,091	Exterior Building Renovations at 710 1 st Avenue North.
B	Community Development	Great Falls Housing Authority	July 19, 2007 – July 1, 2009	274	\$310,000	Land Acquisition for Construction of Low-Moderate Income Rental Units.
C	Community Development	Center for Mental Health	July 1, 2007 – June 30, 2008	272	\$50,000	Renovate Kitchen at New Directions Center

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

**AGENDA: 14
DATE: August 21, 2007**

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

PRESENTED BY: Lisa Kunz, City Clerk

ACTION REQUESTED: Ratification of Lien Releases through the Consent Agenda

MAYOR'S SIGNATURE: _____

LIEN RELEASES

	DEPARTMENT	OTHER PARTY (PERSON OR ENTITY)	PERIOD	FUND	AMOUNT	PURPOSE
A	Fiscal Services	Property Owner at time of recording was Alice M. Price, Etal. (current owner of record is Reubin Selstad.)	Current		\$27.50	Partial Release of Resolution #9063 for Assessing the Cost of Removal and Disposal of Nuisance Weeds at 705 7 th Avenue South in violation during calendar year 1999. Original Townsite of Great Falls, Block 472, West ½ of Lot 13.

AGENDA REPORT

DATE August 21, 2007

ITEM SET PUBLIC HEARING FOR RESOLUTION 9681 TO LEVY AND ASSESS SPECIAL IMPROVEMENT MAINTENANCE LIGHTING DISTRICTS

INITIATED BY ANNUAL ASSESSMENT PROCESS

ACTION REQUESTED SET PUBLIC HEARING

PREPARED BY JUDY BURG, ACCOUNTING TECHNICIAN

PRESENTED BY COLEEN BALZARINI, FISCAL SERVICES DIRECTOR

- - - - -

RECOMMENDATION:

Staff recommends the City Commission set a public hearing date for Resolution 9681 to assess Special Improvement Maintenance Lighting Districts.

MOTION:

“I move to set the public hearing on Resolution 9681 for September 18, 2007 at 7:00 p.m.”

SYNOPSIS:

As part of the annual budget development and adoption procedures the assessments to Special Maintenance Lighting Districts Resolution must be submitted for public hearing and City Commission action.

The Fiscal Services Department has finalized the Special Lighting District maintenance cost estimate which is reflected in Resolution 9681. The maintenance and administrative fee equal to 10% of estimated costs for the districts as presented in the annual budget will remain the same. The \$1,180,547 assessment for fiscal year 07/08 projects charges based on actual billings for the district and adjustments for cash balances from prior fiscal years.

BACKGROUND:

Sections 7-12-4301 and 7-12-4333, M.C.A., authorize the City Commission to create lighting districts and to assess the costs of installing and/or maintaining the districts to the owners of the properties embraced within the boundaries of such districts.

Continuation of street lighting in the SLD's requires special assessments for annual costs with

resolution adoption by the City Commission. Sections 7-12-4329 and 7-12-4330, M.C.A., require a public notice and hearing prior to passage of a resolution to levy and assess Special Lighting Districts. Such resolution is required before staff may authorize assessment of property owners within the lighting district to defray expenses of the Lighting Districts.

In accordance with Section 7-1-4127, staff is requesting the City Commission order two publications of the Notice of Resolution for Assessment. This publication of the Notice of Resolution for Assessment also complies with Section 7-12-4329, MCA, requires notice must be published twice with at least 6 days separating each publication preceding the assessment hearing.

A comparison of SLD annual assessments since 2004 is provided:

<u>BUDGETED TOTAL ASSESSMENT</u>	<u>FISCAL YEAR</u>
\$1,183,037	03/04 (16 Districts) ¹
\$1,117,034	04/05 (17 Districts) ²
\$1,151,930	05/06 (19 Districts)
\$1,165,547	06/07 (19 Districts) ³
\$1,180,235	07/08 (22 Districts) ⁴

- ¹ Two districts SLD-C and SLD-R are being assessed individually with separate resolutions for FY 03/04, as modifications were completed to both districts. The assessment totals for these districts are indicated in the individual resolutions.
- ² One new district was created – Special Lighting District – Industrial Lighting “SLD-I” No. 1298. First year using Electric City Power as the City’s default supplier for electric energy.
- ³ Modification to Special Improvement Lighting District – Alley Lighting “SLD-A” No. 1294 – four new alley lights were added to the district.
- ⁴ Three new City-owned Residential Lighting Districts were created in FY 06/07 – Special Improvement Lighting Districts No. 1302, No. 1304 and No. 1306.

The 07/08 assessment per district is indicated on the attached projection sheet.

RESOLUTION 9681

A RESOLUTION LEVYING AND ASSESSING THE COST OF MAINTAINING SPECIAL LIGHTING DISTRICTS NUMBERED 18, 650, 651, 912, 973, 1067A, 1105, 1230, 1255, 1261, 1269, 1270, 1289, 1290, 1294, 1295, 1296, 1297, 1298, 1302, 1304 AND 1306 IN THE CITY OF GREAT FALLS, MONTANA FOR THE FISCAL YEAR BEGINNING JULY 1, 2007 AND ENDING JUNE 30, 2008.

WHEREAS, the City Commission or prior City Council of the City of Great Falls did create, by various resolutions on file and recorded in the Office of the City Clerk of the City of Great Falls, the special improvement lighting districts (SLD's) and such SLD's were subsequently consolidated into Special Improvement Lighting Districts No. 18, 650, 651, 912, 973, 1067A, 1105, 1230, 1255, 1261, 1269, 1270, 1289, 1290, 1294, 1295, 1296, 1297, 1298, 1302, 1304 and 1306;

WHEREAS, the City Commission of the City of Great Falls declares the lighting systems were installed and the City Commission intends to continue maintenance of such lighting systems in said SLD's;

WHEREAS, the City Commission of the City of Great Falls declares that each lot or parcel of land contained in each of said SLD's will continue to be benefited by such lighting in the same manner as determined in the creation of each district;

WHEREAS, the City Commission of the City of Great Falls estimates the cost of such lighting system maintenance within said SLD's at a total of ONE MILLION ONE HUNDRED EIGHTY THOUSAND TWO HUNDRED THIRTY-FIVE DOLLARS (\$1,180,235).

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

1. The City of Great Falls continue maintenance of lighting systems in said special improvement lighting districts (SLD's);
2. The cost of said lighting system maintenance in the SLD's totaling \$1,180,235 is hereby assessed upon the property in said SLD's. Each lot and parcel within each SLD is hereby assessed a proportion of the maintenance costs attributed to the SLD in the proportion to which it's assessable area (individual square feet) bears to the area of the whole improvement district (total square feet), exclusive of streets, avenues, alleys and public places. An assessment projection summary of each district, describing total cost, is attached hereto and by this reference incorporated herein as set forth in full. The description of each lot or parcel of land within each SLD and the respective assessments are set forth in the records of the Fiscal Services Office of the City of Great Falls, Montana and by this reference is also incorporated herein as if set forth in full;

3. Starting September 13, 2007, for a period of five days before the related public hearing, this resolution shall be on file in the Office of the City Clerk and the assessment list, identified in Section 2, above, shall be on file in the Fiscal Services Office of the City of Great Falls;
4. These assessments are payable in two payments and will become delinquent at 5:00 P.M., on November 30, 2007 and May 31, 2008;
5. The City Commission will hear objections to the final adoption of this resolution at 7:00 p.m., September 18, 2007, in the Commission Chambers of the Civic Center Building, Great Falls, Montana;
6. In accordance with Section 7-12-4329, M.C.A., the City Clerk is hereby authorized and directed to provide for publication of the Notice of Resolution for Assessment within five days preceding the assessment hearing.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the above-entitled and foregoing Resolution be, and the same is hereby passed and adopted, and the special assessments therein provided for be, and the same are hereby levied and assessed accordingly, and that said assessments are payable in two payments and will become delinquent, as appears in this said Resolution.

PASSED by the Commission of the City of Great Falls, Montana, on this 18th day of September 2007.

Dona R. Stebbins, Mayor

ATTEST:

Lisa Kunz, City Clerk

(SEAL OF CITY)

Approved for Legal Content: City Attorney

State of Montana)

County of Cascade : ss
City of Great Falls)

I, Lisa Kunz, City Clerk of the City of Great Falls, Montana, do hereby certify that the foregoing Resolution 9681 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 18th day of September, 2007, and approved by the Mayor of said City on the 18th day of September, 2007.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said City this 18th day of September, 2007.

Lisa Kunz, City Clerk

(SEAL OF CITY)

NOTICE

NOTICE IS HEREBY GIVEN that the Great Falls City Commission in Regular Session at 7:00 o'clock p.m. on the 21st day of August 2007, in the Commission Chambers did accept Resolution 9681 entitled:

A RESOLUTION LEVYING AND ASSESSING THE COST OF MAINTAINING SPECIAL IMPROVEMENT LIGHTING DISTRICTS NUMBERED 18, 650, 651, 912, 973, 1067A, 1105, 1230, 1255, 1261, 1269, 1270, 1289, 1290, 1294, 1295, 1296, 1297, 1298, 1302, 1304 AND 1306 IN THE CITY OF GREAT FALLS, MONTANA FOR THE FISCAL YEAR BEGINNING JULY 1, 2007 AND ENDING JUNE 30, 2008.

The above-designated Resolution 9681 and the assessment list therein mentioned are on file in the office of the City Clerk, Lisa Kunz, (406) 455-8451 and the Fiscal Services Department, Judy Burg, (406) 455-8477 in the Civic Center Building, 2 Park Drive, Great Falls, MT 59401 and are subject to inspection up to a period of five days before the public hearing. The City Commission will hear objections to the final adoption of said Resolution 9681 or any part thereof and the assessments therein provided for when convened in special session in the Commission Chambers on September 18, 2007, at 7:00 o'clock p.m., at which time and place the City Commission will consider Resolution 9681 for final adoption.

/s/Lisa Kunz, City Clerk

Publication Date: August 31, 2007 and September 7, 2007

SPECIAL LIGHTING DISTRICTS BUDGET WORKSHEET FOR 2006/2007

FISCAL YEAR 2006/2007										FISCAL YEAR 2007/2008																			
FY 06/07										FY 06/07																			
BUDGETED										MAXIMUM LIGHTING DISTRICT ASSESSMENT										ASSESSMENT REVENUE CALCULATION									
DISTRICT	TYPE	FUND	UTILITY EXPENSE	7/1/2006 BEGINNING CASH	PROJECTED UTILITY EXPENSE	FISCAL SER CHG	MAINT & INSUR.	PROJECTED ASSESS REVENUE	2.00% INTEREST	6/30/2007 ENDING CASH	7/1/2007 BEGINNING CASH	Assessment Delinquencies As of 3/15/07	UTILITY EXPENSE	9.41690% FISCAL SER CHG	TOTAL SLD EXPENSE	UTILITY EXPENSE	FISCAL SER CHG	MAINT & INSUR.	TOTAL	AVERAGE CASH	INTEREST RATE	INTEREST REVENUE	ENDING CASH BALANCE	DESIRED ASSESSMENT REVENUE NEEDED	Last Year's Assessment 06/07	ASSESSMENT SELECTED	SEE FOOTNOTE #		
18	STREET	902	2,344	1,667	2,370	223	0	2,567	29	1,870	1,670	39	2,397	226	2,623	2,397	226	0	2,623	1,434	2.00%	29	1,199	2,123	2,567	2,567	1		
650	PERIOD	903	8,005	11,035	12,077	761	3,033	11,011	145	6,320	6,320	1,693	12,654	1,192	13,845	12,654	1,192	1,500	15,345	6,323	2.00%	126	6,327	13,726	11,011	13,726	3		
651	STREET	904	1,992	2,111	2,103	189	0	2,182	35	2,036	2,036	132	2,137	201	2,338	2,137	201	0	2,338	1,552	2.00%	31	1,068	1,339	2,182	2,182	1		
912	STREET	907	11,937	6,622	12,056	1,135	0	12,660	128	6,219	6,219	633	12,189	1,148	13,336	12,189	1,148	0	13,336	6,157	2.00%	123	6,094	13,089	12,660	13,089	3		
973	STREET	909	441	25,038	154	42	0	483	248	25,574	25,574	254	141	13	155	141	13	0	155	12,822	2.00%	256	71	(25,604)	483	483	1		
1067A	ALLEY	913	4,249	2,447	4,303	404	0	4,653	46	2,439	2,439	217	4,352	410	4,762	4,352	410	0	4,762	2,307	2.00%	46	2,176	4,453	4,653	4,653	1		
1105	STREET	915	3,385	2,033	3,423	322	0	4,013	38	2,339	2,339	838	3,462	326	3,788	3,462	326	0	3,788	2,035	2.00%	41	1,731	3,140	4,013	4,013	1		
1230	STREET	922	189	50	191	18	0	237	2	79	79	0	193	18	212	193	18	0	212	88	2.00%	2	97	227	237	237	1		
1255	STREET	927	339	33	344	32	0	483	2	142	142	0	348	33	381	348	33	0	381	158	2.00%	3	174	409	483	483	1		
1261	PERIOD	932	3,972	15,419	4,066	378	0	5,949	176	17,099	17,099	245	4,122	388	4,510	4,122	388	2,000	6,510	9,580	2.00%	192	2,061	(10,720)	5,950	5,950	1		
1269	PERIOD	938	12,643	13,740	12,962	1,202	305	15,945	188	15,404	15,404	1,471	13,142	1,238	14,380	13,142	1,238	2,500	16,880	10,987	2.00%	220	6,571	5,327	15,946	15,946	1		
1270	PERIOD	939	5,399	2,214	5,554	513	0	7,913	54	4,114	4,114	126	5,635	531	6,166	5,635	531	2,500	8,666	3,466	2.00%	69	2,818	7,913	7,913	7,913	1		
1289	STREET	947	11,679	2,835	11,828	1,110	0	12,878	95	2,871	2,871	0	11,966	1,127	13,092	11,966	1,127	0	13,092	4,427	2.00%	89	5,983	16,116	12,878	13,092	2		
1290	STREET	948	962	732	967	91	0	1,054	12	739	739	0	978	92	1,070	978	92	0	1,070	614	2.00%	12	489	807	1,054	1,070	2		
1294	SLDA	961	119,381	63,440	121,256	11,349	0	128,854	1,291	60,980	60,980	5,172	122,637	11,549	134,185	122,637	11,549	0	134,185	61,149	2.00%	1,224	61,318	133,300	128,854	133,300	3		
1298	SLDI	962	17,608	14,228	17,743	1,674	0	21,099	233	16,143	16,143	80	17,932	1,689	19,621	17,932	1,689	0	19,621	12,555	2.00%	252	8,966	12,192	21,099	21,099	1		
1295	SLDC	963	49,839	(5,166)	50,508	4,738	0	55,093	268	(5,051)	(5,051)	2,848	51,105	4,813	55,918	51,105	4,813	0	55,918	10,251	2.00%	206	25,553	86,315	55,093	55,918	2		
1296	SLDR	965	777,257	555,403	782,119	73,888	0	841,088	9,847	550,331	550,331	27,200	790,323	73,616	863,939	790,323	73,616	0	863,939	472,746	2.00%	9,456	395,162	699,314	841,088	841,088	1		
1297	SLDT	967	25,702	2,088	26,535	2,443	0	37,386	164	10,660	10,660	1,262	26,944	2,537	29,481	26,944	2,537	0	29,481	12,066	2.00%	242	13,472	32,051	37,388	37,388	1		
1302	ML3	971	673	(379)	585	64	2,465	1,498	(1)	(1,996)	(1,996)	34	615	58	673	615	58	500	1,173	(844)	2.00%	(17)	308	2,993	1,498	1,498	1		
1304	EC1	972	1,470	(563)	1,631	140	858	2,917	2	(273)	(273)	236	1,905	179	2,085	1,905	179	1,000	3,085	340	2.00%	7	953	3,303	2,917	3,303	3		
1306	ML4	973	673	0	425	64	0	1,237	3	751	751	0	615	58	673	615	58	500	1,173	529	2.00%	11	308	219	1,237	1,237	1		
general		217	0	7,056	0	0	2,105	0	99	5,050	5,050	0	0	0	0	0	0	6,490	6,490	2,525	2.00%	46	0	998,921	1,171,204	1,180,235	n/a		
		TOTAL	1,060,139	722,083	1,073,202	100,780	8,766	1,171,200	13,104	723,638	723,638	42,479	1,085,793	101,440	1,187,233	1,085,793	101,440	16,990	1,204,223	633,267		12,666	542,896	998,921	1,171,204	1,180,235	n/a		

- 1) Assessment Revenue needed for desired ending cash balance is negative or considerably less than the 06/07 assessment. Last year's assessment amount selected to assess this year.
- 2) Assessment Revenue needed for desired ending cash balance is greater than or equal to the maximum assessment allowed. Maximum assessment amount selected.
- 3) Assessment Revenue needed for desired ending cash balance is less than the maximum assessment allowed. Assessment Revenue needed for desired ending cash balance selected.

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

DATE August 21, 2007

ITEM: Set Public Hearing for Resolution 9684 To Levy and Assess Properties for Unpaid Utility Services

INITIATED BY: Fiscal Services Department and Delinquent Utility Accounts

ACTION REQUESTED: Set Public Hearing

PREPARED BY: Martha Capps, Operations Supervisor

REVIEWED & APPROVED BY: Coleen Balzarini, Fiscal Services Director

RECOMMENDATION:

Staff recommends the City Commission set a public hearing date for Resolution 9684, to levy and assess charges of unpaid utility services against the properties listed in Exhibit A.

MOTION:

"I move to set the public hearing on Resolution 9684 for September 4, 2007 at 7:00 p.m."

SYNOPSIS:

Sections 7-12-4611 and 4612, Section 7-13-128, Section 7-13-4309, M.C.A., and City of Great Falls Municipal Codes 8.32.332 and 13.26.060 authorize the City Commission to assess lienable charges against a property to which utility services were furnished and for which payment is delinquent.

BACKGROUND:

Properties in the City of Great Falls which had utility services provided to them prior to June 30, 2007, but remain unpaid, are subject to the City's right to tax the property for the amount owed. The Fiscal Services Department reviews the accounts quarterly and notifies property owners of the delinquent charges and the right to tax the property. The legal owners of the properties were last notified in a letter dated July 5, 2007 that unless these charges were paid within 30 days, they would be levied as a tax against the lot or parcel. These properties also receive the normal monthly billing statements. A final letter stating the date and time of the Public Hearing will be sent August 22, 2007. This tax will appear on the property tax bill received from Cascade County.

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on the 4th day of September, 2007 at 7:00 p.m., the City Commission will hold a public hearing in the Commission Chambers of the Civic Center for Resolution 9684, To Levy and Assess Properties For Unpaid Utility Services on various properties in the total amount of \$13,070.31.

Any person interested or affected by the proposed charge may file a written protest or objections, containing the description of the property and the grounds for such protest or objections, with the Clerk's office, Civic Center, Room 202 prior to the time set for the hearing. Any questions may be directed to Martha Capps, Operations Supervisor, Fiscal Services, City of Great Falls at 406-455-8484 or at the Civic Center, Room 104.

BY ORDER OF THE CITY
COMMISSION
Lisa Kunz, City Clerk

OFFICE USE ONLY
Publication August 24 and 31, 2007

RESOLUTION 9684

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

WHEREAS:

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

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

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

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

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

PASSED by the Commission of the City of Great Falls, Montana, on this 4TH day of September 2007.

Dona R. Stebbins, Mayor

Attest:

Lisa Kunz, City Clerk

(SEAL OF CITY)

Approved for Legal Content:

City Attorney

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

I, Lisa Kunz, City Clerk of the City of Great Falls, Montana, do hereby certify that the foregoing Resolution 9684 was passed by the Commission of the City of Great Falls, Montana, at a meeting thereof held on the 4TH day of September, 2007 and approved by the Mayor of said City on the 4TH day of September, 2007.

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

Lisa Kunz, City Clerk

(SEAL OF CITY)

RESOLUTION 9684 - EXHIBIT A

--REVISED--

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

OWNER	OWNER1	LPARCL	LOT	BLOCK	SUB	SERV	SERV ADD1	BALANCE
ADMINISTRATOR OF VETERAN AFFAIRS	WINSHIP LARRY & CHERYL	124650	5	258	GFO	916	3RD AVE N	58.94
ANDERSON DOROTHY M		1519900	18	3	SHG	3905	9TH AVE S	418.55
AZURE ANGIE G		324200	12	753	GF10	1309	6TH AVE S	265.82
BARICK PAUL D & SHELLY		481700	7	16	BOS	414	35TH ST N	71.52
BOWERS RONALD R		256600	3	480	GFO	308	7TH AVE S	75.56
CARTER DANIEL D		195000	3	373	GFO	608	1ST AVE S	454.73
COLLINS CAROL ANN		336750	4	784	GF11	2512	3RD AVE S	264.58
CRANE SUSAN ETAL		233100	1	444	GF1	411	11TH ST S	514.38
FANYAK JAMES R		428250	17A	11	BEP	2724	HUCKLEBERRY DR	416.61
FRATES LARRY E		151200	1	297	GF3	113	15TH ST N	54.34
FULTS HAROLD S & LENA E		328050	8	762	GF10	716	19TH ST S	176.44
GRIFFIN THOMAS A & ANGELIA D		136700	9	277	GF12	2821	2ND AVE N	682.61
HENGENIUS MICHAEL T & KRISTINA K		1828100	14	28	WGF	1003	2ND AVE NW	167.97
HERRERA VILMA A		121250	12	251	GFO	209	2ND AVE N	1,377.27
JUSTUS NICHOLAS & LEAHA		238425	13	450	GFO	505	5TH AVE S	409.60
MALONE JACK G & LILLIE M		247450	14	462	GF1	513	10TH ST S	315.60
MCGEE CHAD & BROOKE		76850	5	184	GFO	716	6TH AVE N	78.73
MOORE BARRY E		141050	9	283	GF12	2921	1ST AVE N	70.20
NICHOLLS DUANE P & DEBORAH A		1508600	7	10	SHE	1507	15TH ST S	538.89
REAUGH CLARITA		1834900	5	36	WGF	1316	2ND AVE NW	318.85
ROCKWELL PAUL F & YVONNE F		262850	1	488	GF1	1100	7TH AVE S	2,531.97
SORENSEN GARY	SORENSEN J	1294300	2	6	FIN	1400	20TH AVE S	349.97

9,613.13

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

DATE: August 21, 2007

ITEM Res. 9685, Cost Recovery, L3, B337, GF 11th Add., 2608 1st Ave N

INITIATED BY Community Development Department

ACTION REQUESTED Set Public Hearing for September 4, 2007

PREPARED BY Heather Rohlf, Code Enforcement

REVIEWED & APPROVED BY Mike Rattray, Community Development Director

- - - - -

RECOMMENDATION:

After closing the public hearing staff recommends the City Commission adopt Resolution 9685 and assess the total charges of \$ 709.00 against the property itself with interest and penalties on the unpaid balance.

MOTION:

I move a public hearing be set for September 4, 2007, at 7:00 P.M., on Resolution 9685.

SYNOPSIS:

The owner(s): Dan and Maria Laverdure, of property at Lot 3, Block 337, Great Falls 11th Addition, Great Falls, Cascade County, Montana, was issued a "Notice of Hearing" before the City Commission of Great Falls to appear at 7:00 p.m., September 4, 2007. The hearing is to show cause why the owner of the property should not be liable for the costs incurred in abating known as 2608 1st Ave N. The following expenses were incurred:

Administrative Fee	\$ 260.00
Ownership and encumbrance report by <i>Stewart Title</i>	\$ 110.00
Recording Fee	\$ 24.00
Publishing – Legal Ad	\$ 35.00
Cleanup by Wayne Riley Excavating	\$ 280.00
TOTAL COSTS INCURRED	\$ 709.00

BACKGROUND:

Staff has taken the following action:

<u>Action</u>	<u>Date</u>
Initial complaint taken by staff	7/11/2006

Initial inspection of property	7/11/2006
Letter personally served with 14 & 30 day time period	7/18/2006
Posted Notice on Property, took photographs	8/11/2006
1 st 30 day Extension given until	9/15/2006
Citations Issued for Junk Vehicle & Rubbish to Dan Laverdure	9/22/2006
Citations Issued for Junk Vehicle & Rubbish to Maria Laverdure	3/17/2007
Photographs taken	4/24/2007
Property abatement done by Wayne Riley Excavating	7/2/2007
Photographs taken after the property abatement	7/2/2007
Final inspection and approval by staff	7/2/2007

Notification that a public hearing would be held on September 4, 2007, at 7:00 p.m., for the purpose of assessing said costs on the above-mentioned property was given to the property owner and published in the TRIBUNE on August 25, 2007.

cc: Coleen Balzarini, Controller
 Judy Burg, Fiscal Control/Tax

RESOLUTION 9685

A RESOLUTION ASSESSING THE COSTS INCURRED IN THE NUISANCE ABATEMENT OF PROPERTY LOCATED AT LOT 3, BLOCK 337, GREAT FALLS 11TH ADDITION, GREAT FALLS, CASCADE COUNTY, MONTANA, ADDRESSED AS 2608 1ST AVE N, AGAINST SAID PROPERTY.

WHEREAS, the owner of the property located at Lot 3, Block 337, Great Falls 11th Addition, Great Falls, Montana, 2608 1st Ave N was issued a notice to raze the structure.

WHEREAS, after due notice the property owner did not abate the structure.

WHEREAS, staff hired a contractor to abate and clean the property.

WHEREAS, the contractor completed abating & cleanup with staff approving the work.

WHEREAS, the City Commission set September 4, 2007, at 7:00 p.m. for this hearing, to show cause why the property owner(s): Dan and Maria Laverdure, should not be held liable for the costs incurred in abating and cleanup of said property.

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

The amount of \$ 709.00 for abating and cleanup costs incurred in the abatement of a nuisance at Lot 3, Block 337, Great Falls 11th Addition, Great Falls, Montana, described as 2608 1st Ave N, be assessed against the property itself, with interest and penalties on the unpaid balance.

PASSED by the Commission of the City of Great Falls, Montana, on this 4th day of September 4, 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 Resolution 9685 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 4th day of September, 2007, and approved by the Mayor of said City, on the 4th day of September, 2007.

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

Lisa Kunz, City Clerk

(SEAL OF CITY)

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Commission will hold a public hearing on September 4, 2007, at 7:00 p.m., in the Commission Chamber of the Civic Center for assessing abating and cleanup costs on the following property in the amount set forth:

2608 1st Ave N \$ 709.00

Any person interested or affected by the proposed charge may file written protests or objections, containing the description of the property and the grounds for such protest or objections, with the Clerk's office prior to the time set for the hearing.

BY ORDER OF THE CITY COMMISSION

Lisa Kunz, City Clerk

OFFICE USE ONLY

Publication August 25, 2007

cc: Lisa Kunz, City Clerk

Account # 451-7121-572-3599

Owner(s): DAN AND MARIA LAVERDURE
2608 1ST AVE N
Great Falls MT 59401

(Attach itemized account)

Post on Property
Property File

ITEMIZED ACCOUNT FOR RECOVERY OF ABATEMENT COSTS

The following expenses were incurred during the abating and cleanup of property at Lot 3, Block 337, Great Falls 11th Addition, Great Falls, Montana, more commonly known as 2608 1st Ave N.

Administrative Fee	\$ 260.00
Ownership and encumbrance report by <i>Stewart Title</i>	\$ 110.00
Recording Fee	\$ 24.00
Publishing – Legal Ad	\$ 35.00
Cleanup by Wayne Riley Excavating	\$ 280.00
TOTAL EXPENSES INCURRED	<u>\$ 709.00</u>

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

DATE: August 21, 2007

ITEM Res. 9686, Cost Recovery, L3, B3, Heren Add., 4727 2nd Ave N

INITIATED BY Community Development Department

ACTION REQUESTED Set Public Hearing for September 4, 2007

PREPARED BY Heather Rohlf, Code Enforcement

REVIEWED & APPROVED BY Mike Rattray, Community Development Director

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RECOMMENDATION:

After closing the public hearing staff recommends the City Commission adopt Resolution 9686 and assess the total charges of \$ 1,329.00 against the property itself with interest and penalties on the unpaid balance.

MOTION:

I move a public hearing be set for September 4, 2007, at 7:00 P.M., on Resolution 9686.

SYNOPSIS:

The owner(s): Larry Frates, of property at Lot 3, Block 3, Great Falls Heren Addition, Great Falls, Cascade County, Montana, was issued a "Notice of Hearing" before the City Commission of Great Falls to appear at 7:00 p.m., September 4, 2007. The hearing is to show cause why the owner of the property should not be liable for the costs incurred in abating known as 4727 2nd Ave N. The following expenses were incurred:

Administrative Fee	\$ 260.00
Ownership and encumbrance report by <i>Stewart Title</i>	\$ 110.00
Recording Fee	\$ 24.00
Publishing – Legal Ad	\$ 35.00
Cleanup by Wayne Riley Excavating	\$ 900.00
TOTAL COSTS INCURRED	\$ 1,329.00

BACKGROUND:

Staff has taken the following action:

<u>Action</u>	<u>Date</u>
Initial complaint taken by staff	3/22/2007
Initial inspection of property	3/23/2007
2 nd complaint taken	4/3/2007
Photographs taken	4/3/2007
3 rd complaint taken	4/6/2007
Photographs taken	4/6/2007
1 st letter sent certified, with 14 & 30-day time period	4/6/2007
Copy of letter faxed to property owner, with 14 & 30-day time period	4/6/2007
Mr. Frates called and discussed property	5/7/2007
Photographs taken	5/8/2007
Left a voicemail for Mr. Frates concerning re-inspection results and gave extension until May 23, 2007	5/16/2007
4 th complaint taken	5/23/2007
Telephone message left on the property owners voice mail advising that a list of Contractors was faxed to him to move the mobile homes from the property, etc. gave him 7 day extension and then abatement proceedings would move forward	6/1/2007
Property abatement done by Wayne Riley Excavating	8/1/2007 8/2/2007
Photograph's taken after the property abatement	8/2/2007
Final inspection and approval by staff	8/2/2007

<u>ACTION</u>	<u>DATE</u>
Ownership and encumbrance report ordered	6/18/2007
"Notice of Hearing" posted on property	7/6/2007
"Notice of Hearing" mailed certified to owner Larry Frates	7/6/2007
"Notice of Hearing" published in the GF TRIBUNE	7/7/2007

Notification that a public hearing would be held on September 4, 2007, at 7:00 p.m., for the purpose of assessing said costs on the above-mentioned property was given to the property owner and published in the TRIBUNE on August 25, 2007.

cc: Coleen Balzarini, Controller
Judy Burg, Fiscal Control/Tax

RESOLUTION 9686

A RESOLUTION ASSESSING THE COSTS INCURRED IN THE NUISANCE ABATEMENT OF PROPERTY LOCATED AT LOT 3, BLOCK 3, GREAT FALLS HEREN ADDITION, GREAT FALLS, CASCADE COUNTY, MONTANA, ADDRESSED AS 4727 2ND AVE N, AGAINST SAID PROPERTY.

WHEREAS, the owner of the property located at Lot 3, Block 3, Great Falls Heren Addition, Great Falls, Montana, 4727 2nd Ave N was issued a notice to abate the structure.

WHEREAS, after due notice the property owner did not abate the structure.

WHEREAS, staff hired a contractor to abate and clean the property.

WHEREAS, the contractor completed abating & cleanup with staff approving the work.

WHEREAS, the City Commission set September 4, 2007, at 7:00 p.m. for this hearing, to show cause why the property owner(s): Larry Frates, should not be held liable for the costs incurred in abating and cleanup of said property.

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

The amount of \$ 1,329.00 for abating and cleanup costs incurred in the abatement of a nuisance at Lot 3, Block 3, Great Falls Heren Addition, Great Falls, Montana, described as 4727 2nd Ave N, be assessed against the property itself, with interest and penalties on the unpaid balance.

PASSED by the Commission of the City of Great Falls, Montana, on this 4th day of September, 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 Resolution 9686 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 4th day of September, 2007, and approved by the Mayor of said City, on the 4th day of September, 2007.

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

Lisa Kunz, City Clerk

(SEAL OF CITY)

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Commission will hold a public hearing on September 4, 2007, at 7:00 p.m., in the Commission Chamber of the Civic Center for assessing abating and cleanup costs on the following property in the amount set forth:

4727 2nd Ave N \$ 1,329.00

Any person interested or affected by the proposed charge may file written protests or objections, containing the description of the property and the grounds for such protest or objections, with the Clerk's office prior to the time set for the hearing.

BY ORDER OF THE CITY COMMISSION

Lisa Kunz, City Clerk

OFFICE USE ONLY

Publication August 25, 2007

cc: Lisa Kunz, City Clerk

Account # 451-7121-572-3599

Owner(s): LARRY FRATES
PO Box 1493
Great Falls MT 59403

(Attach itemized account)

Post on Property
Property File

ITEMIZED ACCOUNT FOR RECOVERY OF ABATEMENT COSTS

The following expenses were incurred during the abating and cleanup of property at Lot 3, Block 3, Great Falls Heren Addition, Great Falls, Montana, more commonly known as 4727 2nd Ave N.

Administrative Fee	\$ 260.00
Ownership and encumbrance report by <i>Stewart Title</i>	\$ 110.00
Recording Fee	\$ 24.00
Publishing – Legal Ad	\$ 35.00
Cleanup by Wayne Riley Excavating	\$ 900.00
TOTAL EXPENSES INCURRED	<u>\$ 1,329.00</u>

**CITY OF GREAT FALLS, MONTANA
AGENDA REPORT**

AGENDA # 19
DATE August 21, 2007

ITEM: 25 IN-CAR VIDEO SYSTEMS FOR LAW ENFORCEMENT FLEET VEHICLES.

INITIATED BY: Captain Tim Shanks, Support Services Bureau, Police Department

ACTION REQUESTED: Postpone awarding the bid for in-car cameras

PRESENTED BY: Captain Tim Shanks, Support Services Bureau, Police Department

REVIEWED AND APPROVED BY: Chief Cloyd Grove

RECOMMENDATION:

Staff recommends postponing awarding the bid for 25 in-car digital camera systems.

MOTION:

I recommend postponing awarding the bid for 25 in-car digital cameras until the bids can be thoroughly reviewed by staff.

SYNOPSIS:

On August 8, 2007 bids were received from 7 vendors who supply in-car cameras to law enforcement agencies. Bids are currently being reviewed to determine if the bid specifications have been met.

BACKGROUND:

The Great Falls Police Department received and manages a \$350,000 Federal Discretionary Grant to assist in reducing underage drinking, targeting military personnel. The Great Falls Police Department formed a partnership with the Cascade County Sheriffs Office, Malmstrom Air Force Base and the Cascade County DUI Task Force. Some of the grant money can be used to purchase equipment for the agencies to assist in enforcing underage drinking of military personnel and Cascade County residents. The in-car camera systems will be distributed to the Great Falls Police Department, Cascade County Sheriffs Office and Malmstrom Air Force Base.

In-Car Video assists in visualizing the probable cause for the traffic stop. Traffic stops have the potential to develop into lawsuits. With in-car camera evidence available it will help alleviate some of that potential. In-car evidence can save the Department from false accusations and consequently the legal costs associated with false accusations.

AGENDA REPORT

DATE August 21, 2007

ITEM: ENGINEERING SERVICES CONTRACT: AIR PERMITTING SERVICES AT THE GREAT FALLS WASTEWATER PLANT, O.F. 1404

INITIATED BY: PUBLIC WORKS DEPARTMENT / ENGINEERING DIVISION

ACTION REQUESTED: APPROVE ENGINEERING CONTRACT

PRESENTED BY: JIM REARDEN, PUBLIC WORKS DIRECTOR

- - - - -

RECOMMENDATION: Approve Engineering Contract between the City of Great Falls and Brown and Caldwell for Air Permitting Services at the Great Falls Wastewater Plant, O.F. 1404 for a professional services fee not to exceed \$26,900.

MOTION: “I move the City Commission approve the engineering Contract between the City of Great Falls and Brown and Caldwell for Air Permitting Services at the Great Falls Wastewater Plant, O.F. 1404, and authorize the City Manager to execute the agreements.”

SYNOPSIS: City Staff has negotiated a professional engineering services contract (attached) with Brown and Caldwell to evaluate the need for an air quality permit from the Montana Department of Environmental Quality (DEQ) at the Great Falls Wastewater Treatment Plant. Brown and Caldwell has divided the contract into four phases, with phases 2 thru 4 only being completed if it is found in phase 1 that a air quality permit is actually needed. Phase 1 will estimate the potential emissions at the plant by collecting data onsite of all regulated air pollutants and calculating the total yearly emission potential. The cost for phase 1 will not exceed \$9,700. If the emissions are high enough to require a permit, Brown and Caldwell will prepare and submit the DEQ air permit in phase 2. This phase of the contract will not exceed \$12,200. Phase 3 of the contract involves responding to any DEQ comments, reviewing the DEQ draft permit, and preparing a formal response to DEQ on behalf of the City. This phase of the contract will cost \$1,100. Phase 4 will involve implementation of the final permit by training plant personnel to monitor, track, and report air pollutants as required in the air permit. This phase of the contract will not exceed \$3,900. The total of the four phases of the contract is \$26,900.

BACKGROUND: During the design phase of the of the recently completed cogeneration project, our engineering consultants sent DEQ the emissions information expected from the generator. The response received from DEQ was that an air permit would not be required if the generator was installed at the plant. However, as the project was nearing completion, word was received from DEQ that we would need to revisit the need for an air permit at the wastewater plant and that a potential emissions study was needed.

Attachments: Engineering Services Contract

100 North 27th Street, Suite 600
Billings, Montana 59101

Tel: (406) 294-7160
Fax: (406) 294-7163

August 9, 2007

BROWN AND
CALDWELL

Mike Jacobson
City of Great Falls
1005 25th Avenue NE
Great Falls, Montana 59403

Subject: Proposal for Air Permitting Services

Dear Mr. Jacobson:

Brown and Caldwell is pleased to offer this proposal for air permitting services. We understand the City of Great Falls wastewater treatment plant (WWTP) may require an air quality permit from Montana Department of Environmental Quality (DEQ). An air permit is required if potential emissions of any regulated air pollutant (such as sulfur dioxide, oxides of nitrogen, or carbon monoxide) exceed 25 tons per year for all emission units across the WWTP. As you reported to us, the emission units currently in operation include the following:

- Heating boiler at Lift Station 23
- Two heating boilers at WWTP
- Two digester heating boilers
- Five emergency generators at lift stations
- Digester gas-fired engine
- Digester gas flare
- Various wastewater process tanks

The lift stations may not be included in the permit process if they are not located at or adjacent to the WWTP.

Brown and Caldwell will approach the project in a manner that seeks to simplify future compliance with DEQ air quality rules. The first objective will be to determine whether a permit is required based on the estimated emissions from the WWTP. If an air permit is needed, it may require emission testing, record-keeping, reporting, and minor operational changes (e.g., dust control measures or restrictions on operating emission units). The second objective will be to prepare the permit application with sufficient information to allow the DEQ to issue a permit with maximum flexibility for WWTP operations.

Scope of Work

The project is divided into four phases. Phases 2 through 4 will be conducted only if the potential emissions require the City to obtain an air permit.

Phase 1 – Estimate Potential Emissions

The potential emissions of each emission unit at the WWTP will be estimated using procedures acceptable to DEQ. This phase will include the following tasks:

Environmental Engineers & Consultants

The information contained in this proposal is proprietary and contains confidential information that is of significant economic value to Brown and Caldwell. It is intended to be used only for evaluation of our qualifications to provide services. It should not be duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate this proposal.

- Emission Unit Inspection and Data Collection – We will travel to Great Falls and inspect each emission unit to collect information needed to estimate emissions and to complete the permit application if necessary. Data to be collected may include operating conditions, fuel usage, and equipment design.
- Emission Calculations – Emissions will be estimated using emission factors provided by manufacturer or published sources (e.g., US EPA AP-42). The emissions estimate will be calculated in an Excel spreadsheet, which will be provided to City.
- Technical Memorandum – A summary memorandum will be prepared to describe the assumptions and results of the emission estimate. The memorandum will be suitable to deliver to the DEQ if a permit is not required.

Phase 2 - Permit Application

If the emission estimate indicates that an air permit is required, Brown and Caldwell will prepare the permit application on behalf of the City. We do not expect that air modeling will be required by DEQ. This phase includes the following tasks:

- Permit Strategy – A teleconference to discuss permitting strategy will be arranged with the City. The goal of the call will be to develop a permit application that facilitates maximum operating flexibility. We will discuss possible monitoring, recordkeeping, and reporting requirements.
- Pre-Application Meeting with DEQ – A teleconference to discuss the application with DEQ will be arranged. The purpose of the meeting will be to confirm the proposed permitting approach, key issues, schedule, and lines of communication. Brown and Caldwell has found that permit evaluations go more smoothly if we request and adequately prepare for a comprehensive pre-application meeting with the regulators.
- Best Available Control Technology (BACT) Analysis – As required by DEQ, we will perform a BACT analysis for each significant emission source (those greater than 5 tons per year of a regulated pollutant). The key steps in the methodology are (1) identify available control technologies, (2) eliminate technically infeasible options, (3) rank remaining control technologies by control effectiveness, (4) evaluate the control technologies including a case-by-case consideration of energy, environmental, and economic impacts, and (5) identify preferred BACT.
- Environmental Analysis Questionnaire – DEQ requires some information on the facility to meet the requirements of the Montana Environmental Policy Act. We will complete the questionnaire based on our facility visit and discussion with City staff.
- Permit Application – We will prepare a draft permit application for your review. We will then finalize and submit the application to DEQ. The City will be responsible for the public notice, affidavit of publication, and permit fees.

Phase 3 – Response to DEQ Comments and Draft Permit

The DEQ will respond with either questions/comments on the application or they will issue a draft permit. If minor questions/comments are issued, we will respond to DEQ with a brief letter. When DEQ issues the draft permit, we will review the draft permit and prepare a brief response on behalf of the City. We anticipate the level of effort to complete this phase will be less than 10 labor hours.

Phase 4 – Implementation of Final Permit – Optional

For this optional phase, Brown and Caldwell will conduct a workshop for City staff to ensure understanding of the permit requirements. The workshop will cover the background and basic regulatory requirements of the air permit program and focus on the compliance aspects of the general and specific permit conditions. Recommendations for monitoring, recordkeeping and reporting will be provided.

Project Team

Brown and Caldwell is a leader across the nation in designing and permitting municipal wastewater treatment systems. We have digester gas cogeneration experience with GE Jenbacher, Caterpillar, Waukesha, Superior, Cooper-Bessemer, Fairbanks-Morse, and Cummins engines. The following professionals are available for the City of Great Falls project. Resumes are attached.

Steve Marts, PE – Project Engineer

Mr. Marts is a registered professional engineer in the Billings office with broad regulatory compliance experience at municipal and industrial facilities. He recently completed a very similar air permitting project for the City of Billings.

Bruce Douglas, PE – Senior Technical Advisor

Mr. Douglas has significant experience with air permitting for municipal and industrial facilities. He recently assisted with the air permit for the Littleton-Englewood WWTP, which manages its digester biogas in boilers and flares, with natural gas available for boilers and co-generation engines, as well as the liquid treatment units. He has prepared the air permit application for the City of Colorado Springs WWTP, where more major source activities occurred (including air dispersion modeling and BACT analyses, though major source thresholds were avoided by permit clauses).

Jim Schettler, PE – Technical Advisor for Digester Gas Fired Engine

Mr. Schettler has decades of experience in mechanical and process engineering. He has worked on numerous energy-related and air quality projects, including cogeneration systems, central plant designs, and energy management projects. His experience includes a variety of digester designs, alternative energy systems, and process-engineering-related projects.

Project Schedule

Brown and Caldwell is prepared to begin work immediately. Assuming notice to proceed is on or about September 1, 2007, the proposed schedule is as follows:

- Phase 1 – Estimate Potential Emissions – Complete by September 30, 2007
- Phase 2 – Permit Application – Complete by October 31, 2007
- Phase 3 – Response to DEQ Comments and Draft Permit – within 30 days of DEQ action
- Phase 4 – Implementation of Final Permit – within 30 days of final permit

Project Cost

Brown and Caldwell proposes to complete the work described above on a lump basis in accordance with the attached Terms and Conditions. The lump sum costs for each phase are as follows.

Phase 1	Estimate Potential Emissions	\$9,700
Phase 2	Permit Application	\$12,200
Phase 3	Response to DEQ Comments and Draft Permit	\$1,100
Phase 4	Implementation of Final Permit	\$3,900

This letter proposal is presented in a format that can be accepted and signed as an agreement between the City and Brown and Caldwell. If this proposed scope of work, cost estimate, and terms and conditions meet with your approval, please sign and date both copies and return one to Brown and Caldwell. The other copy is for your records.

If you have any questions regarding this proposal, please call me at (406) 294-7160.

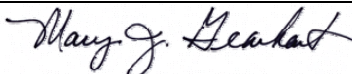
Very truly yours,
BROWN AND CALDWELL



Steven Marts, PE
Principal Engineer

Attachments

The undersigned agrees to the terms and conditions of this letter proposal attached hereto.

Brown and Caldwell	City of Great Falls, Montana
	Signature:
Mary Gearhart	Printed Name:
Senior Vice President Rocky Mountain Operations	Title:

Brown and Caldwell

Standard Terms and Conditions

I. SCOPE

Brown and Caldwell (BC) agrees to perform the services described in the scope of work attached hereto which incorporates these terms and conditions. Unless modified in writing by the parties hereto, the duties of BC shall not be construed to exceed those services specifically set forth in the proposal. These terms and conditions and the proposal, when executed by Client, shall constitute a binding agreement on both parties (hereinafter the "Agreement").

II. COMPENSATION

Client agrees to pay for the services in Article I in accordance with the compensation provisions in the proposal. Payment to BC will be made within 30 days after the date of billing. Interest on the unpaid balance will accrue beginning on the 31st day at the maximum interest rate permitted by law.

Time-related charges will be made in accordance with the billing rate referenced in the proposal or Agreement. Direct expenses and Subcontractor services shall be billed in accordance with the proposal or compensation exhibit attached to this Agreement. Otherwise, BC's standard billing rates shall apply. In the event any uncontested portions of any invoice are not paid within 30 days of the date of Consultant's invoice, Consultant shall have the right to suspend work per Article XIV, Suspension of Work.

III. RESPONSIBILITY

STANDARD OF CARE. BC is employed to render a professional service only, and any payments made by Client are compensation solely for such services rendered and recommendations made in carrying out the Work. BC shall perform the services in accordance with generally accepted engineering practices and standards in effect when the services are rendered. BC does not expressly or impliedly warrant or guarantee its services.

In performing construction management services, BC shall act as agent of Client. BC's review or supervision of work prepared or performed by other individuals or firms employed by Client shall not relieve those individuals or firms of complete responsibility for the adequacy of their work.

The presence of BC's personnel at a construction site, whether as on-site representative, resident engineer or construction manager, shall be for the sole purpose of determining that the work is generally proceeding in conformance with the intent of the project specifications and contract documents and does not constitute any form of guarantee or assurance with respect to contractor's performance. BC shall have no responsibility for the contractor's means, methods, techniques, sequences, for safety precautions and programs incident to the contractor's work, or for any failure of contractor to comply with laws and regulations applicable to performing its work.

RELIANCE UPON INFORMATION PROVIDED BY OTHERS. If BC's performance of services hereunder requires BC to rely on information provided by other parties (excepting BC's subcontractors), BC shall not independently

verify the validity, completeness or accuracy of such information unless otherwise expressly engaged to do so in writing by Client.

IV. INDEMNIFICATION

BC agrees to indemnify and hold Client harmless from and against any liability to the extent arising out of the negligent acts, errors or omissions of BC, its agents, employees, or representatives, in the performance of duties under the Agreement. Regardless of any other term of this Agreement, in no event shall BC be responsible or liable to Client for any incidental, consequential, or other indirect damages.

V. INSURANCE

BC shall maintain during the life of the Agreement the following minimum insurance:

1. **Commercial general liability** insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
2. **Automobile bodily injury and property damage liability** insurance covering owned, non-owned, rented, and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
3. **Statutory worker's compensation and employers' liability** insurance as required by state law.
4. **Professional liability** insurance with limits of not less than \$1,000,000.

Client shall be named as additional insured on policies 1 and 2 above. Upon request, a certificate of insurance will be provided to Client with a 30-day written notice in the event the above policies are cancelled.

VI. SUBCONTRACTS

BC shall be entitled, to the extent determined to be appropriate by BC, to subcontract any portion of the Work to be performed under this Agreement.

VII. ASSIGNMENT

If the authorized scope of work includes construction activities or the oversight of construction, BC may, at its discretion and upon notice to Client, assign all of its contractual rights and obligations with respect to such activities or services to Brown and Caldwell Constructors, its wholly owned affiliate.

If the authorized scope of work requires professional services to be performed in a jurisdiction in which BC renders professional services solely through a locally registered engineering affiliate for purposes of compliance with professional licensing requirements in that jurisdiction, BC may, in its discretion, upon notice to Client, assign its contractual rights and obligations with respect to such services to such locally registered engineering affiliate.

Brown and Caldwell

Standard Terms and Conditions (cont)

VIII. INTEGRATION

These terms and conditions and the proposal to which they are attached represent the entire understanding of Client and BC as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing signed by both parties, provided further that any terms and conditions in any client authorization or purchase order issued in connection or under the Agreement which are inconsistent with the Agreement are hereby superseded and shall be of no force and effect.

IX. CHOICE OF LAW/JURISDICTION

This Agreement shall be administered and interpreted under the laws of the state in which the BC office responsible for the project is located. Jurisdiction of litigation arising from the Agreement shall be in that state.

X. SEVERABILITY

If any part of the Agreement is found unenforceable under applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall be in full force and effect.

XI. FORCE MAJEURE

BC shall not be responsible for delays in performing the scope of services that may result from causes beyond the reasonable control or contemplation of BC. BC will take reasonable steps to mitigate the impact of any force majeure.

XII. NO BENEFIT FOR THIRD PARTIES

The services to be performed by BC hereunder are intended solely for the benefit of Client, and no right nor benefit is conferred on, nor any contractual relationship intended or established with any person or entity not a party to this Agreement. No such person or entity shall be entitled to rely on BC's performance of its services hereunder.

XIII. WORK PRODUCT

BC and Client recognize that BC's work product submitted in performance of this Agreement is intended only for the Client's benefit and use. Change, alteration, or reuse on another project by Client shall be at Client's sole risk, and Client shall hold harmless and indemnify BC against all losses, damages, costs and expense, including attorneys' fees, arising out of or related to any such unauthorized change, alteration or reuse.

XIV. SUSPENSION OF WORK

Work under this Agreement may be suspended as follows:

1. **By Client.** By written notice to BC, Client may suspend all or a portion of the Work under this Agreement if unforeseen circumstances beyond Client's control make normal progress of the Work impracticable. BC shall be compensated for its reasonable expenses resulting from such suspension including mobilization and de-mobilization. If suspension is greater than 30 days, then BC shall have the right to terminate this Agreement in accordance with Article XV, Termination of Work.
2. **By BC.** By written notice to Client, BC may suspend the Work if BC reasonably determines that working conditions at the Site (outside BC's control) are unsafe, or in violation of applicable laws, or in the event Client has not made timely payment in accordance with Article II, Compensation, or for other circumstances not caused by BC that are interfering with the normal progress of the Work. BC's suspension of Work hereunder shall be without prejudice to any other remedy of BC at law or equity.

XV. TERMINATION OF WORK

This Agreement may be terminated as follows:

1. **By Client** (a) for its convenience on 30 days' notice to BC, or (b) for cause, if BC materially breaches this Agreement through no fault of Client and BC neither cures such material breach nor makes reasonable progress toward cure within 15 days after Client has given written notice of the alleged breach to BC.
2. **By BC** (a) for cause, if Client materially breaches this Agreement through no fault of BC and Client neither cures such material breach nor makes reasonable progress toward cure within 15 days after BC has given written notice of the alleged breach to Client, or (b) upon five days' notice if Work under this Agreement has been suspended by either Client or BC in the aggregate for more than 30 days.
3. **Payment upon Termination.** In the event of termination, BC shall perform such additional work as is reasonably necessary for the orderly closing of the Work. BC shall be compensated for all work performed prior to the effective date of termination, plus work required for the orderly closing of the Work. Except for termination of BC by Client for cause, BC shall also receive a termination fee equal to 15 percent of the total compensation yet to be earned under existing authorizations at the time of termination.

XVI. NOTICES

All notices required under this Agreement shall be by personal delivery, facsimile or mail to the BC Project Manager and to the person signing the proposal on behalf of the Client, and shall be effective upon delivery to the address stated in the proposal.

AGENDA REPORT

DATE August 21, 2007

ITEM: CHANGE ORDER NO. 1: MORONY NATATORIUM PARKING LOT, O.F. 1393.3

INITIATED BY: PUBLIC WORKS DEPARTMENT/ENGINEERING DIVISION

ACTION REQUESTED: APPROVE CHANGE ORDER NO. 1

PRESENTED BY: JIM REARDEN, PUBLIC WORKS DIRECTOR

RECOMMENDATION: Staff recommends approval of Change Order No. 1 to United Materials of Great Falls, Inc. for the Morony Natatorium Parking Lot, O.F. 1393.3.

MOTION: "I move the City Commission approve Change Order No. 1 for \$8,000.00 to United Materials of Great Falls, Inc. and authorize the City Manager to execute the necessary documents."

SYNOPSIS: Change Order No. 1 provides compensation for removal of soft, saturated soils and the placing of pit run gravel to provide a firmer base for the asphalt pavement. In addition, pipe sleeves were installed for the irrigation piping crossing the parking lot. The additional work results in an increase of \$8,000.00, for a total contract price of \$73,480.00.

BACKGROUND: The Natatorium parking lot pavement was badly deteriorated and had poor drainage. Upon removing the old pavement several soft, saturated areas were discovered. These weak soils were removed and backfilled with pit run gravel to achieve adequate strength.

The Commission approved the original contract for \$65,480.00 on July 17, 2007. The project is funded by the capital projects account.

City engineering staff completed the project design and is performing construction inspection and contract administration duties.

Attachment: Change Order No. 1

CHANGE ORDER{PRIVATE }

No. 1

DATE OF ISSUANCE August 9, 2007 EFFECTIVE DATE August 8, 2007

OWNER City of Great Falls

CONTRACTOR United Materials of Great Falls, Incorporated

Contract: Morony Natatorium Parking Lot, O.F. 1393.3

OWNER'S Contract No. O.F. 1393.3 ENGINEER'S Contract No. _____

You are directed to make the following changes in the Contract Documents.

Description: Over-excavate and place pit run gravel in the soft, saturated areas of the parking lot. Install sleeves for the irrigation system piping as directed by the City of Great Falls.

Reason for Change Order: Remove soft material and place pit run gravel to provide a better base for pavement.

Attachments: (List documents supporting change)

{PRIVATE } CHANGE IN CONTRACT PRICE: Original Contract Price \$ <u>65,480.00</u>	CHANGE IN CONTRACT TIMES: Original Contract Times Substantial Completion: <u>30 days</u> Ready for final payment: _____ days or dates
Net changes from previous Change Orders No. _____ to _____ \$ <u>0</u>	Net change from previous Change Orders No. _____ to No. _____ _____ days
Contract Price prior to this Change Order \$ <u>65,480.00</u>	Contract Times prior to this Change Order Substantial Completion: <u>30 days</u> Ready for final payment: _____ days or dates
Net Increase (decrease) of this Change Order \$ <u>8,000.00</u>	Net Increase (decrease) of this Change Order _____ days
Contract Price with all approved Change Orders \$ <u>73,480.00</u>	Contract Times with all approved Change Orders Substantial Completion: <u>30 days</u> Ready for final payment: _____ days or dates

RECOMMENDED:

APPROVED:

ACCEPTED:

By: _____
Engineer (Authorized Signature)

By: _____
Owner (Authorized Signature)

By: _____
Contractor (Authorized Signature)

Date: _____

Date: _____

Date: _____

Change Order No. 1 (page 2)
Date: August 9, 2007
Agreement Date: July 18, 2007

Project: Morony Natatorium Parking Lot, O.F. 1393.3

Approvals Required:

Approved by:

John Lawton, City Manager

Attest:

Lisa Kunz, City Clerk

(Seal of the City)

Approved as to Form: _____

David Gliko, City Attorney

AGENDA REPORT

DATE August 21, 2007

ITEM: FINAL PAYMENT – HORIZON PARK AND CENTRAL AVENUE WEST WATER MAIN REPLACEMENTS, O. F. 1437

INITIATED BY: PUBLIC WORKS DEPARTMENT/ENGINEERING DIVISION

ACTION REQUESTED: APPROVE FINAL PAY REQUEST

PRESENTED BY: JIM REARDEN, PUBLIC WORKS DIRECTOR

RECOMMENDATION: Staff recommends Final Payment to Phillips Construction and the State Miscellaneous Tax Fund for the Horizon Park and Central Avenue West Water Main Replacements, O. F. 1437.

MOTION: "I move the City Commission approve Final Payment for the Horizon Park and Central Avenue West Water Main Replacements, O. F. 1437, in the amount of \$22,320.49 to Phillips Construction, and \$225.46 to the State Miscellaneous Tax Fund and authorize the City Manager to make the payments."

SYNOPSIS: The City Commission awarded a contract on March 20, 2007 in the amount of \$596,855.00 to Phillips Construction for the Horizon Park and Central Avenue West Water Main Replacements, O. F. 1435.

Change Order Number 1 was approved on August 7, 2007 in the amount of \$25,000.00 to Phillips Construction for additional storm drainage work, bringing the total contract amount to \$621,855.00.

City staff has verified that Phillips Construction has completed all work and punch list items in accordance with the plans and contract. The City can accept the project and execute the Final Payment. The final project cost is \$551,407.71, which is \$70,447.29 under the amount awarded and approved. The lack of water service replacement work and very little miscellaneous work contributed to the low final contract amount. The project was completed within the contract time.

BACKGROUND: The project was initiated by the Utilities Division to replace the deteriorating water mains in several areas. This water main replacement project was funded through the City's Water Capital Improvement Fund. A total of 3,435 lineal feet of 8-inch, 525 lineal feet of 12-inch, and 650 lineal feet of 16-inch water main was replaced.

The replaced water mains are located in 29th Avenue NE from Horizon Park to 3rd Street NW, 30th Avenue NE from Horizon Park to Division Road, Division Road from 29th Avenue NE to Skyline Drive, 9th Street Northwest from the Northwest Bypass to 10th Avenue Northwest, Central Avenue West from 23rd Street to 25th Street, and 21st Street NW from Central Avenue West to 2nd Avenue NW. Storm drainage improvements were made in 9th Street NW between the Northwest Bypass and

10th Avenue Northwest, and at the intersection of 2nd Avenue Southwest and 13th Street Southwest. These storm drainage improvements included five new inlets and 54-lineal feet of 18-inch concrete pipe, and 45-lineal feet of 12-inch PVC pipe.

City staff designed the project, performed contract management, and construction inspection. The two year warranty period started on July 23, 2007.

Attachments: Final Pay Request (Not available online; on file in City Clerk's Office)

ITEM LABOR AGREEMENT: CITY OF GREAT FALLS AND PAINTERS LOCAL #260

INITIATED BY LINDA WILLIAMS, HUMAN RESOURCES MANAGER

ACTION REQUESTED APPROVAL OF LABOR AGREEMENT

PRESENTED BY CHERYL PATTON, ASSISTANT CITY MANAGER

- - - - -

RECOMMENDATION:

The recommendation is to approve the Labor Agreement between the City of Great Falls and the Painters Local #260.

MOTION:

I move that the City Commission approve the Labor Agreement between the City of Great Falls and the Painters Local #260, and authorize the City Manager to execute said Labor Agreement.

BACKGROUND:

The terms of the proposed agreement extend for a two-year period from July 1, 2007 through June 30, 2009. The terms of the agreement include a 4% increase in year 1, and *2.7% for year 2; the City will pay 90% of health insurance increases during the term of the agreement.

*The increase year 2 will be 2.7% or City Commission approved cost of living increase, whichever is greater.

Please find listed below the major changes from the previous agreement.

1. Article 25, DURATION
The dates were changed to reflect the terms of the 2-year contract.
2. Schedule A – Pay Schedule
Year 1: 4% increase – 10¢/hr was deferred to pension increase
Year 2: 2.7% increase – additional 10¢/hr. was deferred to pension increase
3. Schedule B
 - Section 3 A(b) was revised to reflect the increases in pension contribution deferred from salary increases each year.
 - Item 6: Health Insurance Contribution
The contribution rates were changed to reflect City and employee contribution amounts in effect 7/1/07.

A G R E E M E N T

BETWEEN

CITY OF GREAT FALLS

AND

PAINTERS LOCAL #260

July 1, 2007 - June 30, 2009

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AGREEMENT

THIS AGREEMENT, made and entered into at Great Falls as of the ___ day of August, 2007, by and between the CITY OF GREAT FALLS, MONTANA, hereinafter referred to as the "CITY" and PAINTERS LOCAL #260, hereinafter referred to as the "UNION", the parties have mutually agreed as follows:

PREAMBLE

The City and Union have entered into a partnership to find ways to maintain cost effective and quality services to better serve the citizens of Great Falls.

ARTICLE 1

RECOGNITION AND PURPOSE:

The CITY recognizes the UNION signatory hereto as the exclusive representative of all of its employees who are subject to the terms of this Agreement, for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, working conditions and all other conditions of employment. The CITY recognizes that the employees covered by this Agreement are primarily maintenance and service employees.

The present recognized jurisdiction of the Painters Local #260 shall be maintained during the term of the Agreement.

ARTICLE 2

SUCCESSORS:

In order to effectuate the purpose of this Agreement, the parties agree that this Agreement shall be binding upon their successors or assigns.

ARTICLE 3

DEFINITIONS:

- A. "Employee" and "employees" shall mean employees of the CITY who are members covered by this Agreement, but excluding supervisory employees and management employees as defined by Montana Law.
- B. "Permanent employee" means an employee who is assigned to a position designated as permanent in the City's Budget.
- C. "Temporary position" means an employee assigned to a position designated as temporary in the City's Budget, created for a definite period of time but not to exceed nine (9) months. Permanent employees will not be displaced with and/or by temporary employees.
- D. "Full-time employee" means an employee who normally works forty (40) hours a week.
- E. Base Pay defined as: Employee's hourly pay rate in that category to which an employee is ordinarily assigned exclusive of longevity or any other special allowances.

ARTICLE 4

UNION SECURITY:

- 4.1 Employees who are members of the UNION on the date this Agreement is executed shall, as a condition of continuing employment, maintain their membership in the UNION. All future employees performing work within the jurisdiction of the UNION involved shall, as a condition of continuing employment become members of such UNION within thirty (30) days of the date of their employment and the UNION agrees that such employees shall have thirty-one (31) days from date of employment within which to pay UNION'S initiation fees and dues. If the employees fail to pay initiation fees or dues within thirty-one (31) days or fails to effectuate the provisions of Section 39-31-204 of the

Montana Statutes, the UNION may request in writing that the employee be discharged. The CITY agrees to discharge said employee upon written request from the UNION. CITY agrees not to discriminate against any employee for membership in the UNION or for lawful UNION activities, provided such activities do not interfere with the efficient operation of the various departments of the CITY. Employees qualifying under 39-31-204 shall pay an agency fee, equivalent to the regular initiation fee and UNION dues as provided for in the Local UNION for the purpose of administering the Agreement. CITY shall notify UNION in writing of employees hired that may be affected by this Agreement within five (5) days from the date of hire and said employee shall be notified to make contact with the UNION.

4.2 The CITY agrees to deduct the UNION monthly dues and initiation fee from each employee's wages upon written authorization of the employee. The deductions shall be made once each month and the total of such deductions made payable to the UNION.

4.3 It is understood the UNION shall have the right to use Business Agents, Shop Committees or Stewards to adjust grievances as they arise. The CITY agrees that local Business Agents for the UNION shall be given access by the CITY to members of the UNION at the places of business of the CITY during hours of operation, for the purpose of ascertaining whether the terms of this Agreement are being observed if the agent does not disrupt the normal CITY operations, except for unsafe conditions.

4.4 The UNION will notify the CITY in writing what representative (Business Agent, Shop Committee or Stewards) it will use in matters relating to grievances, interpretation of the Agreement or in any other matters which affect or may affect the relationship between the CITY and the UNION.

4.5 The UNION agrees to indemnify, defend and to hold the CITY harmless against any and all

claims, demands, suits, costs or fees, which may be sought or incurred by the CITY as a result of any action taken by the CITY under the provisions of ARTICLE 4.

- 4.6 In consideration of the "Save Harmless" clause above, the CITY agrees that the UNION shall maintain the exclusive right to defend, settle, mitigate damages, litigate and/or take whatever action is necessary or it deems proper with respect to a person who sues the CITY for action taken by the CITY under ARTICLE 4.1. If the CITY unilaterally determines that it desires attorneys to represent it in defense of such actions, it shall do so at its own cost and not at the cost of the UNION. It is further agreed that the CITY shall promptly notify the UNION of any such action when and if filed and the UNION shall, at its own option, defend such actions and/or settle under the circumstances above described.

ARTICLE 5

STRIKES AND LOCKOUTS:

- 5.1 The parties hereto pledge their efforts to reach agreement on any difficulties that arise during the life of this Agreement.
- 5.2 It is mutually agreed that there will be no strikes, lockouts or cessations of work by either party on account of labor difficulties during the life of this Agreement.
- 5.3 It is agreed that the above provision shall not apply in the event no collective bargaining settlement is reached at the termination date of this Agreement.
- 5.4 It shall not be a violation of this Agreement to refuse to cross a legal picket line.
- 5.5 The UNION and the CITY agree that "strikes" and "lockout" will not prevent the UNION or the CITY from providing emergency operation of the water and wastewater system that are essential to the health, welfare and safety of the public.
- 5.6 The UNION may "strike" the CITY on any issue that the City does not agree to settle by

binding arbitration. The CITY may "Lockout" the UNION on any issue that the UNION does not agree to settle by binding arbitration.

- 5.7 It is understood that the City is obligated under state law to award contract to the lowest responsible bidder regardless of union or nonunion affiliation. The CITY agrees that employees covered under this agreement will not be assigned to such contracted projects. The UNION agrees that awarding of such contracts will not effect the performance of duties by employees covered under this agreement.

ARTICLE 6

MANAGEMENT RIGHTS:

The CITY shall have the right to operate and manage its affairs in such areas as but not limited to:

- a. direct employees;
- b. hire, promote, transfer, assign, and retain employees;
- c. relieve employees from duties because of lack of work or funds or under conditions where continuation of such work is inefficient and nonproductive;
- d. maintain the efficiency of CITY operations;
- e. determine the methods, means job classifications, and personnel by which the CITY operations are to be conducted;
- f. take whatever actions may be necessary to carry out the missions of the CITY in situations of emergency;
- g. establish the methods of processes by which work is performed including the utilization of advancements of technology.

The foregoing enumeration of CITY management's rights shall not be deemed to exclude other functions not specifically set forth. The CITY, therefore, retains all rights not otherwise

specifically covered by this Agreement.

ARTICLE 7

EMPLOYEE RIGHT/GRIEVANCE:

7.1 Grievances or disputes which may arise, including the interpretation of this Agreement, shall be settled in the following manner:

Step 1. The employee and or Union Steward will discuss the grievance with the employee's immediate Supervisor in an attempt to resolve the grievance within fifteen (15) working days (Monday – Friday) of the knowledge and/or occurrence of the grievance. The Supervisor shall have five (5) working days (Monday – Friday) to respond to the employee and/or Steward.

Step 2. If the response from the Supervisor is not satisfactory, the employee and/or Steward shall contact the Union, and the Union shall, within ten (10) working days (Monday – Friday) of the response of the Supervisor in Step 1, reduce the grievance to writing and submit the grievance to the Division Supervisor.

The written grievance shall contain the following information:

1. The nature of the grievance and the facts on which it is based.
2. The provisions of the agreement allegedly violated if applicable.
3. The remedy requested.

The Division Supervisor and the Union shall meet within ten (10) working days (Monday – Friday) to discuss the grievance and attempt to resolve the grievance. The Division Supervisor shall have five (5) working days (Monday – Friday) from the date of the meeting to respond to the Union with his/her decision in writing.

- Step 3. If the response from the Division Supervisor is not satisfactory to the Union, the Union may within ten (10) working days (Monday – Friday) submit the grievance, in writing, to the Department Head for adjustment. The Department Head shall respond back to the Union within five (5) working days (Monday – Friday), in writing, with the City’s decision.
- Grievances regarding termination of employment shall be submitted by the Union, in writing, to the Department Head at Step 3.
- Step 4. If the response from the Department Head is not satisfactory to the Union, the Union may within ten (10) working days (Monday – Friday) submit the grievance in writing to the City Manager or his designee for adjustment. The City Manager or his designee shall respond back to the Union within ten (10) working days (Monday – Friday) in writing with the City’s decision.
- Step 5. If the grievance is not settled in Step 4, the Union and the Employer shall, within five (5) working days (Monday – Friday), agree to a date, time and place to convene a joint committee of two (2) representatives of the Union and two (2) representatives from the City to hear the grievance. The committee shall render a decision within five (5) working days (Monday – Friday) from the date of the hearing.
- Step 6. If the grievance is not settled in Step 5, either party may within ten (10) working days (Monday – Friday) submit the grievance to Alternative Dispute Resolution (Third Party Resolution) to either the Federal Mediation and Conciliation Service or the Montana Board of Personnel Appeals.
- A. The recommended decision in Alternative Dispute Resolution on any

grievance involving a monetary issue, including those related to hours and working conditions, which could have an apparent economic effect or impact of less than eight hundred dollars (\$800.00), shall be final and binding on all parties.

- B. The recommended decision in an Alternative Dispute Resolution on any grievance involving a monetary issue exceeding eight hundred dollars (\$800.00) shall not be final and binding and may be rejected by either party. If the recommended decision is acceptable to all parties, the grievance shall be deemed settled.
- C. If the City and the Union cannot agree whether a grievance has an economic effect or impact of less than eight hundred dollars (\$800.00), the party hearing the case in Alternative Dispute Resolution shall make the decision and it shall be final and binding on all parties.
- D. City shall present claims or grievances, in writing, to the Union.
- E. Alternative Dispute Resolution Authority: in any case where Alternative Dispute Resolution is utilized, the person hearing the grievance shall have no right to amend, modify, nullify, ignore, add to or subtract from, the terms and conditions of this Agreement. The person hearing the grievance shall consider and decide only the specific issue(s) submitted in writing by the City and the Union, and shall have no authority to make a decision on any other issue not so submitted. The person hearing the grievance shall be without power

to make decisions contrary to, or inconsistent with, or modify or vary in any way the application of rules, laws, regulations having the force and effect of law. The expenses of Alternative Dispute Resolution shall be borne by the two parties, equally; however, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

Step 7. If the grievance is not settled in Step 6, either party may seek further judicial determination.

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

ARTICLE 8

WAGES AND PAY PERIODS

Attached hereto and made a part hereof by reference as Schedule A is a list of agreed wage schedule, classifications and rates of jobs of employees covered by and for the duration of this Agreement. Exclusive of unforeseen emergencies, all employees covered by this Agreement shall be paid at least two times each month. The CITY will make every effort to have paychecks by 4:00 p.m. on payday. The CITY proposes to change the pay periods from semi-monthly to bi-weekly, if every other unit agrees to the change.

ARTICLE 9

HOURS OF WORK AND OVERTIME

9.1 In compliance with the Fair Labor Standards Act (FLSA), the work period will consist of seven (7) consecutive 24-hour periods. Any hours worked in excess of forty (40) during the designated work period will be paid at one and one-half (1½) times the employee's regular rate of pay.

ARTICLE 10

CALL BACK

10.1 An employee called in for work at a time other than his (her) normal scheduled shift (off duty) will be compensated for those hours actually worked on a straight time basis. Any hours worked in excess of forty (40) in a work week will be paid at one and one-half (1½) times the employee's regular rate of pay.

10.2 Employees required to be on call as standby shall be credited a minimum of two (2) hours as time worked if he/she is actually called back to work. Standby assignments shall be for a fixed predetermined period of time not to exceed twenty-four (24) hours. Any hours worked in excess of forty (40) in a work week will be paid at one and one-half (1½) times the employee's regular rate of pay.

ARTICLE 11

SENIORITY

11.1 Seniority means the rights secured by permanent full-time employees by length of continuous service with the City. Seniority rights shall apply to layoffs, scheduling of vacations and transfers of employees, that is, the last employee hired shall be the first laid off. Seniority shall not be effective until a six (6) month probationary period has been successfully completed, after which seniority shall date back to the date of last hiring. Seniority shall be determined by craft and division. Recall rights are not earned until after nine (9) months continuous service.

11.2 Seniority shall be broken when an employee:

1. terminates voluntarily or retires;
2. is discharged;
3. fails to report for work after layoff within three (3) working days after being notified by mail at their last known address;
4. is laid off for seven (7) consecutive months.

11.3 Employees to be laid off shall be given ten (10) working days advance notice of layoff.

ARTICLE 12

PROBATIONARY PERIODS (FOR WORK EVALUATIONS ONLY)

12.1 All newly hired or rehired (after twelve (12) months absence) employees will serve satisfactorily a six (6) month probationary period.

12.2 All employees will serve a six (6) month probationary period in any dissimilar job in which the employee has not served a probationary period.

12.3 At any time during the probationary period, a newly hired or rehired (after twelve (12) months absence) employee may be terminated at the sole discretion of the CITY.

ARTICLE 13

HOLIDAYS:

13.1 Full-time employees shall be granted the following holidays:

- a. New Year's Day, January 1;
- b. Martin Luther King Jr. Day, 3rd Monday in January;
- c. Lincoln's and Washington's Birthday, 3rd Monday in February;
- d. Memorial Day, last Monday in May;
- e. Independence Day, July 4;
- f. Labor Day, first Monday in September;
- g. Veterans' Day, November 11;
- h. Thanksgiving, fourth Thursday and Friday in November;
- i. Christmas, December 25;
- j. Every day in which a general election is held throughout the State
(General Election Day).

13.2 Designated holidays falling on an employee's regularly scheduled day off, as provided in 2-18-603, M.C.A., shall be entitled to receive a day off with pay on the day preceding the holiday or on another day following the holiday in the same pay period. If a day off cannot be provided, the employee will receive eight (8) hours of pay at the regular rate of pay.

13.3 If the employee is required to work on the designated holiday, and is not given a day off in lieu of the holiday, he/she will be paid at one and one-half (1½) times the regular hourly rate plus holiday pay.

13.4 If the employee is required to work on the designated holiday and is given a day off in lieu of the holiday, the employee will receive pay at the regular rate for every hour

worked on the holiday.

- 13.5 An employee must be in a pay status either the last regularly scheduled working day before or the first regularly scheduled working day after a holiday is observed to be eligible to receive holiday benefits.

ARTICLE 14

VACATION:

Vacation shall be earned and accumulated as provided in the Montana Codes Annotated.

Vacation time earned but not used at the time of termination shall be paid the employee at his base pay. Vacation time shall be granted at the time requested insofar as possible, subject to the requirement of service. Vacations shall be bulletined and the most senior employee shall have the first choice as to his vacation time; also he shall be given a choice of a split vacation if he so desires.

Vacations shall be bulletined so as to start on January 1 and end on December 31 of each year. If an employee desires to take his vacation other than the period requested he must contact his immediate supervisor and arrange for same. All vacations are to be based on each employee's anniversary day of hire.

All vacations will be bulletined between November 1 and December 31. Any protest over vacation dates must be submitted, in writing, to the division head before January 1 or no adjustments will be made.

In the case of vacation schedules, seniority shall govern by division with the most senior employee given first (1st) choice of when he shall take his vacation. Employee may split vacation provided that in no event may less than one week be taken at any time nor may more than two vacation periods be scheduled in any one calendar year, except that, with the approval of the division head, an employee may schedule as many as five (5) of his days to be taken one day at a time as long as all other vacation time is taken in at least one-week segments, and no more than two periods

throughout the year. Seniority shall apply on first split only.

ARTICLE 15

SICK LEAVE

15.1 Sick leave shall be earned and accumulated as provided in the Montana Annotated.

15.2 Employee may take sick leave for the following reasons:

1. Personal illness;
2. Doctor and Dentist appointments;
3. When urgently needed to care for an employee's spouse, children, mother, father, or any other member of the household who is ill; this leave may not exceed more than three (3) days at any one time.
4. When there is a death in the immediate family, up to five (5) days sick leave may be granted. The "immediate family" shall mean: spouse, children, mother, father, brothers, sisters, grandparents and immediate family of spouse.

15.3 The Employer may require appropriate verification and/or Doctor's release for any absence which is charged to sick leave where abuse is suspected. Employer may still require a "fitness for duty" release. If such verification is requested and not provided, the request for sick leave shall be disallowed.

15.4 Employees are required to follow the following two steps in order to be eligible for payment of sick leave pay.

1. Report 30 minutes prior to shift to his (her) immediate supervisor the reason for absence.
2. If the absence is for more than one (1) day in length, the employee must keep his (her) division head informed of his (her) condition, when physically possible.

15.5 Worker's compensation benefits which are received by an employee during sick leave shall be deducted from compensation due the employee and shall be credited to the employee's sick leave.

15.6 "Leave of Absence" time shall not be deducted from normal sick leave or vacation time and shall be taken without compensation, until the employee's return to his regular job.

15.7 Death Benefits. All personnel shall receive Public Employment Retirement System death benefits which presently are as follows for the beneficiaries of members who die before retirement.

1. Lump Sum. All contributions to PERS plus interest and one (1) month's salary for each year of service up to six (6) years.

ARTICLE 16

FAMILY AND MEDICAL LEAVE:

The Family and Medical Leave Act of 1993 entitles eligible employees to take up to twelve (12) weeks of unpaid, job-protected leave in any twelve (12) month period for specified family and medical reasons.

16.1 LEAVE ENTITLEMENT: Up to twelve (12) weeks of leave may be taken in any twelve (12) month period. This is computed as twelve (12) months measured forward from the first date leave is used.

16.2 USE: Reasons for taking leave: Unpaid leave must be granted for any of the following reasons:

- a. To care for the employee's child after birth, or placement for adoption or foster care;
- b. To care for an immediate family member (spouse, child or parent) with a serious health condition (does NOT include in-laws); or,
- c. To take medical leave when the employee is unable to work because of a serious health condition.

16.3 SUBSTITUTION OF PAID LEAVE

- a. If leave is taken for the birth, adoption or foster placement of a child (not

medical purposes), the employee can choose or the City can require the employee to use all paid vacation leave or compensatory time before taking unpaid leave.

- b. If the leave is taken for the serious illness of an eligible family member or the employee, the employee can choose, or the City can require the employee to use all paid sick leave and compensatory time before using unpaid leave. If the employee chooses, he/she may also use paid vacation leave before taking unpaid leave.
- c. It is the responsibility of the City to designate leave, paid or unpaid, as FMLA-qualifying, based on information provided by the employee. In no event may such designation be made after leave is concluded, or based on information other than that provided by the employee.

16.4 INTERMITTENT LEAVE AND REDUCED HOURS

- a. FMLA leave can be taken intermittently, in less than full day increments. Reduced hour schedules also require the approval of the department head.

16.5 APPLYING FOR FMLA LEAVE: Employees seeking to use FMLA leave must complete a FMLA Request Form and may also be required to provide:

- a. 30-day advance notice of the need to take FMLA leave when the need is foreseeable, or as soon as possible if the need is not foreseeable, usually within one or two working days of learning of the need for leave;
- b. Medical certification to support a request for leave because of a serious health condition affecting the employee or an immediate family member;
- c. Second or third medical opinions and periodic recertification, at the City's expense;
- d. Periodic reports during FMLA leave on the employee's status and intent to

return to work; and,

- e. A "fitness for duty" certification to return to work.

16.6 BENEFITS WHILE ON FMLA LEAVE

- a. HEALTH INSURANCE: The City is required to maintain group health insurance coverage for the employee on FMLA leave on the same terms as if the employee had continued to work. If employees are required to contribute a portion towards the health premium, he/she will be required to pay their share while on FMLA, if in a leave without pay status.
- b. ACCRUALS: If the employee is in a leave without pay status, he/she will not accrue sick leave, vacation leave, compensatory time, or holidays.

ARTICLE 17

REST BREAK:

There shall be a fifteen (15) minute break midway in the first (1st) half of a shift and midway in second (2nd) half of a shift for all employees covered under the terms of this Agreement.

ARTICLE 18

SEVERANCE PAY:

Any permanent employee who has completed his probationary period and who shall be terminated by the CITY, except for just and sufficient cause for firing, shall be given fourteen (14) calendar days notice of said termination or in lieu of said notice ten (10) working days pay computed at the employee's normal base pay rate. Employees quitting the CITY will give a minimum of fourteen (14) calendar days notice or be terminated not in good standing and will not be eligible for rehire.

ARTICLE 19

JURY DUTY

An employee who is under proper summons as a juror shall collect all fees and allowances payable as a result of the service and forward the fees to the CITY. Juror fees shall be applied against the amount due the employee from the CITY. An employee may elect to charge the juror time off as annual leave and not remit the juror fees to the CITY. The CITY may request the Court to excuse an employee summoned for jury duty if needed for proper operations of the CITY.

An employee dismissed before two (2:00) p.m. will be required to report back to work if not on annual leave.

ARTICLE 20

LEAVE OF ABSENCE:

It is understood and agreed by the parties hereto that the CITY may grant leave of absence to employees of up to six (6) months, provided, however, that such employee shall not accrue any benefits, including but not limited to, sick leave and vacation leave. The granting and extent of the leave of absence without pay is at the discretion of the CITY. Existing seniority rights will be frozen during the term of said leave. Said leave is to be granted under the terms of conditions set by the City Manager. A copy of said terms and conditions shall be on file in the Personnel Office at all times.

ARTICLE 21

HOT MEAL:

In the event an employee is required to work more than four (4) hours overtime following a regular shift and for each additional five (5) hours of overtime he shall be provided a hot meal by the CITY and given a reasonable amount of time to eat. Employee will not be paid for time utilized to eat over one-half (½) hour.

For health purposes, all employees shall be provided clean facilities prior to meals. Morning meal limited to 4.50 and evening meal to \$7.00.

ARTICLE 22

AFFIRMATIVE ACTION POLICY:

The UNION and the CITY agree to cooperate in an Affirmative Action Program to ensure that no individuals shall be discriminated against with respect to compensation, hours or conditions or employment because of age, race, religion, sex, national origin, marital status, or public assistance status.

ARTICLE 23

SUPPLEMENTAL AGREEMENT:

22.1 During the term of this Agreement and any extensions hereof, no collective bargaining shall be had upon any matter covered by this Agreement or upon any matter which has been raised and disposed of during the course of the collective bargaining which resulted in the consummation of this Agreement, unless mutually agreed by both parties.

ARTICLE 24

SAVINGS CLAUSE:

In the event any Federal and State law or final decision of a court of competent jurisdiction ruling conflicts with any provision of the Agreement, the provision or provisions so affected shall no longer be operative or binding upon the parties, but the remaining portion of the Agreement shall continue in full force and effect. The CITY and UNION agree to meet as soon as possible for the purpose of negotiation on the provision or provisions so affected.

ARTICLE 25

DURATION:

This Agreement shall continue in full force and effect until June 30, 2009. Thereafter, the agreement shall be considered automatically renewed for successive periods of twelve (12) months unless at least sixty (60) days prior to June 30, 2009, or sixty (60) days prior to the end of any twelve

(12) months effective period either party shall serve written notice upon the other that it desires cancellation, revision or modification of any provision or provisions of this Agreement. In this event, the parties shall attempt to reach an agreement with respect to the proposed change or changes, and at least forty-five (45) days prior to the expiration of the Agreement, meetings to consider such change shall be held by the parties.

In the event the parties do not reach a written agreement by the expiration date of or in the particular year as provided herein, then this Agreement shall in all respects be deemed void and terminated.

The parties hereto by written agreement may extend said period for the purpose of reaching a new agreement.

IN WITNESS WHEREOF, THE UNION and the CITY have caused this Agreement to be executed in their names by the duly authorized representatives at Great Falls, MT, this _____ day of August, 2007.

FOR THE CITY OF GREAT FALLS

FOR PAINTERS LOCAL #260

City Manager

Painters Local #260

City Attorney
Approved for legal content

ATTEST:

City Clerk

SCHEDULE A

CITY OF GREAT FALLS

AND

PAINTERS LOCAL #260

During the term of this Agreement, the following rates will be paid:

EFFECTIVE

<u>TITLE</u>	<u>7/1/07</u>	<u>7/1/08</u>
	4% = 65¢	*2.7% = 45¢/hr.
	10¢/hr. deferred to pension	10¢/hr. deferred to pension
	55¢/hr. added to hourly rate	35¢/hr. added to hourly rate
Painter	\$15.14	\$15.49

*2.7% or City Commission approved cost of living increase, whichever is greater

SCHEDULE B

CITY OF GREAT FALLS,
MONTANA

AND

CITY OF GREAT FALLS
PAINTERS LOCAL #260

SPECIAL CONDITIONS

In addition to the above wages, the following Special Conditions shall be provided:

1. Special Work Schedules: It is understood and agreed that certain jobs require work schedules. In those cases, the Supervisor shall designate the work week with as much advance notice as possible.
2. P.E.R.S.: Employees shall be covered by the Montana Public Employees Retirement System as provided by State Law.
3. Union Pension & Insurance Plans: The CITY agrees to pay directly to any pension plan designated by any of the UNIONS that are a party to this AGREEMENT an amount specified by said UNION for all hours compensated for the CITY to full-time permanent

employees. The CITY further agrees to contribute amounts outlined below into the various pension and insurance plans for all full-time permanent employees. Any additional contributions specified by the UNIONS for the duration of this AGREEMENT will be deducted from employee's base pay.

A. PAINTERS:

1. (a) Commencing with the first day of July, 1987, and for the duration of this agreement, and any renewals or extension thereof, the Employer agrees to make payments to the IBPAT Union and Industry National Pension Fund for each full-time permanent employee covered by this Agreement as follows:
 - b) For each hour or portion thereof, for which a full-time permanent employee receives pay, the Employer shall make a contribution of \$1.60/hr. to the above name Pension Fund effective 7/1/07, increasing to \$1.70/hr. effective 7/1/08.
 - c) Contributions shall be paid on behalf of any full-time permanent employee starting with the employee's first day of employment.
 - d) The payments of the Pension Fund required above shall be made to the IBPAT Union and Industry National Pension Fund which was established under an Agreement and Declaration of Trust, dated April 1, 1967. The Employer hereby agrees to be bound by and to the said Agreement and Declaration of Trust, as though he had actually signed the same.
2. The Employer hereby irrevocably designates as its representative on the Board of Trustees such Trustees as are now serving, or who will in the future serve, as Employer Trustees, together with their successors. The Employer further agrees to be bound by all actions taken by the Trustees pursuant to the said Agreement and Declaration of Trust.

3. All contributions shall be made at such time and in such manner as the Trustees required and the Trustees shall have the authority to have an independent Certified Accountant audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contribution to the Pension Fund.
4. If an Employer fails to make contributions to the Pension fund within twenty days after the date required by the Trustees, the Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement, any other provision hereof to the contrary notwithstanding. The Employer's liability for payment under this Article shall not be subject to or covered by any grievance or arbitration procedure or any "no-strike" clause which may be provided or set forth elsewhere in this Agreement, if the Union so desires.
5. The Pension Plan adopted by the Trustees of said Pension Fund shall at all times conform with the requirements of the Internal Revenue Code so as to enable the Employer at all times to treat contributions to the Pension Fund as a deduction for income tax purposes.
6. The City agrees to contribute the following amounts, not to exceed ninety (90) percent of the premium beginning 7/1/05, for each eligible employee covered by this Agreement into the City's Health Insurance Plan. Any additional premium charges after 7/1/05 and all increases in premiums for the duration of this Agreement will be shared to maintain the City's 90% contribution of the total premium and the employee's contribution of 10%.

	7/1/07	
	City	Employee
Single	\$712	\$16
Employee & Spouse	\$712	\$72
Employee & Child(ren)	\$712	\$69
Family	\$712	\$95

- a. The City reserves the right to add to or modify the benefit plan, and retains the right to delete or modify any or all of the added benefits.
- b. The City shall be at the liberty to make an independent selection of the insurance carrier, including the option of partially or fully self-funding, with no obligation to negotiate.

IN WITNESS WHEREOF, THE UNION and the CITY have caused this Agreement to be

executed in their names by the duly authorized representatives at Great Falls, MT, this ____ day of August, 2007.

FOR THE CITY OF GREAT FALLS

FOR PAINTERS LOCAL #260

City Manager

Painters Local #260

City Attorney
Approved for legal content

ATTEST:

City Clerk

AGENDA REPORT

DATE August 21, 2007

ITEM Request to Revoke Home Occupation Certificate (4700 12th St NE)

INITIATED BY Cory & Colleen Johnson & Darin & Judy Werner(adjacent neighbors)

ACTION REQUESTED Uphold Home Occupation Certificate

PREPARED & PRESENTED BY Kim McCleary, Board of Appeal Secretary

REVIEWED & APPROVED BY Mike Rattray, Community Development Director

- - - - -

RECOMMENDATION

The Board of Appeal/Adjustment recommends the City Commission uphold the home occupation certificate issued to Chinook Winds Counseling located at 4700 12th Street NE (L3, B4, Eagles Crossing Addition).

MOTION

I move to uphold the home occupation certificate issued to Chinook Winds Counseling located at 4700 12th Street NE.

SYNOPSIS

Cory & Colleen Johnson and Darin & Judy Werner, adjacent property owners are requesting revocation of the Home Occupation Certificate issued to Chinook Winds Counseling and Keli Remus located at 4700 12th St NE (L3, B4, Eagles Crossing Addition). Mr. & Mrs. Johnson state in their request that the business use of the subject property will increase unnecessary traffic in the neighborhood. Section 5.2.210(B)(1) O.C.C.G.F. designates the Board of Adjustment/Appeal as the Board empowered to hear and decide petitions to revoke home occupation certificates. The finding of the Board of Adjustment must be presented to the City Commission.

BACKGROUND:

It was the intent in establishing a Home Occupation Certificate to allow small businesses the ability to conduct a business activity out of a portion of their home, with the permission of the adjacent neighbors, and without compromising the character and appearance of a residential neighborhood, or an outward appearance that a business is being conducted.

In February 2007, the City found that Chinook Winds Counseling met the requirements of a Home Occupation as described in OCCGF Sections 5.02.220 and 17.20.7.070. The Home Occupation Certificate approval process allows the certificate to be issued unless any two adjacent property owners, whose approval is required, do not approve the certificate. Mr. and Mrs. Werner, adjacent property owners to the subject property did not sign the neighbor approval form. All other required signatures were obtained. On February 23, 2007, the City Community Development Department approved the Home Occupation Certificate for Chinook Winds Counseling to be located at 4700 12th St NE.

On March 19 2007, City staff received a written request from Cory and Colleen Johnson asking to withdraw their signature from the neighbor approval on the application. Attached to the written request was a petition stating the signers are against business use on Lot 5, Block 4, Eagles Crossing Addition. The petition contains signatures from Mr.& Mrs. Johnson and Mr. & Mrs. Werner, adjacent property owners.

Mr. Remus, owner of Chinook Winds Counseling, and his attorney met with the neighbors in an attempt to answer their questions and concerns regarding the activities of the business and the impact to the neighborhood. In June, 2007 Colleen Johnson notified City Community Development staff that the meeting did not resolve their issues, and they wanted to continue with their request to withdraw their signature.

The Board of Appeal/Adjustment heard the request for revocation of the home occupancy certificate on July 12, 2007. All interested parties were duly served with notice of the hearing and a public notice was published in the Great Falls Tribune on June 28, 2007. It is the protestor's responsibility to provide evidence that there are extraordinary safety issues. The Board of Appeal/Adjustment was tasked to make a reasonable good faith determination based on fairness. The Board found that the business did not create an extraordinary safety issue, and voted unanimously to uphold the home occupation certificate issued to Chinook Winds Counseling.

The City Commission must have a majority vote in order to revoke the home occupation certificate. The decision shall become binding sixty (60) days after presentation to the City Commission.

Attachments: Board of Appeal/Adjustment Hearing Minutes
Petition/Request to Revoke Home Occupation
Home Occupation Certificate Application

**BOARD OF APPEAL/ADJUSTMENT
MINUTES**

July 12, 2007

Members Present: Casey Cummings, Kathleen Jensen, Tony Houtz, John Kunz and Robert Haffner
Staff Present: Kim McCleary
Others Present: Keli Remus, Cory & Colleen Johnson, Darin Werner

The meeting was called to order at 3:35 p.m. in the Commission Chambers.

**Petition to Revoke Home Occupation Certificate issued to Chinook Winds Counseling, 4700 12th St NE.
(L3, B4, Eagles Crossing Addition)**

A hearing was held on the petition filed by Cory & Colleen Johnson and Darin & Judy Werner, adjacent property owners dated March 7 2007, requesting revocation of a home occupation certificate that was issued by the Community Development Department on February 23, 2007. Staff reported that all parties were duly served with notice and a public notice was published in the Great Falls Tribune on June 28, 2007. Staff explained that the Board of Appeal must make a reasonable good faith determination based on fairness. It is the protestor's responsibility to provide evidence that there are extraordinary safety issues.

The Board considered testimony from those speaking in favor of revoking the Home Occupation Certificate as follows:

Darin Werner, adjacent property owner and petitioner, stated that he was not given the opportunity to sign the neighbor approval form, and gave several reasons why the home occupation certificate should not have been issued. Mr. Werner explained that he was concerned for the safety of his special needs daughter with the increased traffic that the business generates. Mr. Werner also stated that he is concerned with the possible behavior of the clients that the business serves and provided the Board with a copy of the business' brochure.

Colleen Johnson, adjacent property owner and petitioner, stated that she and her husband had elected to have Mr. Werner speak on their behalf, she agreed with his comments, and had nothing further to add.

John Eakle, 4604 12th St NE stated that he did not want to occupy a residence near a business, and was concerned with the traffic impact to the neighborhood.

Amy Lender, a property owner on 12th St NE stated that she objects to any business that has more than a couple of clients and generates undue traffic and undue safety issues for the neighborhood children.

Laurie Frank, Family Support Specialist with Quality Life Concepts questioned what the risks are to the children in the neighborhood, and how the clients will be monitored.

Doug Otto, 4705 12th St NE, stated that there are no guarantees of anyone's behavior, and is concerned about the residents safety.

At this time Chairman Robert Haffner asked for comments from those opposed to revocation of the Home Occupation Certificate.

Keli Remus, 4700 12th St NE, owner of Chinook Winds Counseling spoke to the application approval process he went through to obtain the home occupation certificate. He explained the nature of his business, his hours of operation, and amount of traffic the business generates. Mr. Remus stated that he has read, understands, and is following all of the rules associated with having a home occupation. He submitted to the Board copies of letters of support for the record.

Dan O'Leary, Son of the subdivision developer and client of Mr. Remus', stated that the subdivision currently has approximately 70 houses but the plan is to develop up to 700 homes in the subdivision with only 2

entrances and exits. He stated that the traffic generated by the business is minimal to what it will become with the future development.

Jay Augustine, client of Mr. Remus stated that there is traffic and neighborhood children playing all over the city in all neighborhoods, and the business does not generate anymore traffic than he has in his neighborhood.

Greg Tilton, 3017 9th St NE, relayed his experience of conducting a counseling office as a home occupation in his neighborhood since 2001 with no complaints.

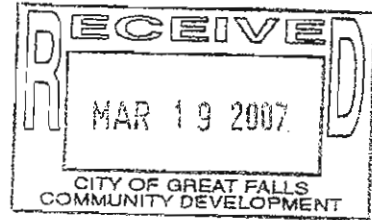
Dan Levine, attorney for Keli Remus asked Mr. Tilton if he would know of any concerns with Mr. Remus' clients versus anyone visiting in any neighborhood. Mr. Tilton replied that clients come and go, and don't usually hang around like visitors would.

Tom Plunkett, client of Mr. Remus stated that he resented the insinuation that there is something terribly wrong with the people that obtain counseling, and that most are hard working, honest citizens.

The Board entered into discussion with Ms. Jenson stating that Mr. Remus relied on the City's home occupation application process, and built his home to include his office based on the approval of the application. She further stated that it was the Board's duty to make a decision based on an extraordinary safety concern and not delve into whether or not someone is a danger because they are seeking counseling. She further stated that child safety is a parent's responsibility, and she feels strongly that she could not vote to revoke the home occupation certificate because the neighbors are worried about mentally ill clients. The Board further stated that the question before them was not to make a determination whether or not the home occupation certificate should have been granted, but must determine if the home occupation should be revoked due to extraordinary safety issues. After questions were answered, **Kathleen made a motion to deny the petition to revoke the home occupation certificate for Chinook Winds Counseling located at 4700 12th St NE. The motion passed 5-0.**

The meeting adjourned at 4:45pm. The hearing was recorded on tape. A copy of the recording is maintained in the property file and is available for review.

Cory and Colleen Johnson
4608 12th St NE
Eagles Crossing Subdivision
Great Falls, MT 59404
453-5464



03/07/2007

City of Great Falls Community Development Department,

Cory Johnson had previously signed a consent form to allow a permit for a business on lot 5, block 4 of Eagles Crossing Subdivision. We would like to withdraw/rescind his signature. Eagles Crossing covenants, Article III, clearly states that lots are for Residential use only. "Each lot may be improved on only by a main dwelling or residence for the occupancy of one family". Prohibited uses include "No noxious or offensive trade, or business shall be carried on upon any lot nor shall anything be done or kept there on which may be or become an annoyance or nuisance to the neighbors". Business use of these residential lots will increase unnecessary traffic in our neighborhood. The covenants clearly state that this is a residential area. Darin and Judy Werner of 4704 12th St NE are also opposed to this business permit and did not sign the consent form. We have included Darin and Judy's signatures against the proposed business that would be directly inbetween our houses. We would appreciate any update on this matter and wish to be contacted.

Sincerely,

Cory Johnson

Colleen Johnson

CC: O'leary construction

HOME OCCUPATION CERTIFICATE APPLICATION
CITY OF GREAT FALLS-COMMUNITY DEVELOPMENT DEPARTMENT
PO BOX 5021
GREAT FALLS MT 59403
OFFICE 406-455-8414
FAX 406-454-3181

#14103
07-17022
OL
ok # 1970
55.00

Please fill out this application completely. City Code requires that home based businesses obtain a Home Occupation Certificate. The individual primarily responsible for the home occupation must reside in the dwelling. It is the applicant's responsibility to research the covenants for their address location.

Business Name Chinook Winds Counseling

Business Address 4700 12th St. N.E.

City Great Falls State MT Zip 59404 Business Phone 727-3314

Number of Family Members involved _____

Number of Non Resident Employees _____

Total number of employees (including owners & managers) _____

Type of Ownership (Please Circle One): Corporation, Partnership, or Sole Proprietor

BRIEF DESCRIPTION OF THE NATURE OF THE BUSINESS Private Practice and Counseling
only one client at a time. All parking in driveway.

Owner's Name Kelin R. Remus
First Name Initial Last Name

Home Phone 453-1736

FEE SCHEDULE

Please Include Payment With This Application
Fees are good through December of Current Year

NEW ISSUANCE : \$55.00
RENEWALS \$35.00

DO YOU HAVE A SIGN? NO _____ YES X If yes, only one non-illuminated sign is allowed. The sign must be placed flat against the dwelling and shall not exceed one square foot in area.

TOTAL SQUARE FOOTAGE OF RESIDENCE 3160
TOTAL SQUARE FOOTAGE USED FOR BUSINESS 584

CERTIFICATION

I hereby certify that I have received a copy of the Home Occupation portion of the City Ordinances (Chapter 5.02.200 and 17.20.7.070 which are attached to this application) and that the business I wish to run at my residence (as defined in MCA 1.1.215) falls within these guidelines. I understand that any misrepresentation or false information provided by me will result in an inspection of my premises and the possible revoking of my Home Occupation Certificate.

January 22, 2007
DATE

Kelin Remus
SIGNATURE OF OWNER

TO BE COMPLETED BY APPLICANT:

Please list officers or owners if this is a partnership or corporation:

	NAME	TITLE	ADDRESS	PHONE#
1.	Keli Remuc	Owner	4700 12th St. N.E.	453-1736
2.				

APPLICATIONS FOR HOME OCCUPATION CERTIFICATES MUST INCLUDE:

1. A SITE PLAN INDICATING THE PORTION OF THE DWELLING THAT WILL BE USED FOR THE BUSINESS. THE DRAWING CAN BE DONE ON THE BACK OF THIS APPLICATION OR ON A SEPARATE PAGE. THE SITE PLAN DOES NOT NEED TO BE TO SCALE.

RECEIVED
 APPROVED

2. A SITE PLAN IS NOT REQUIRED IF THE HOME OCCUPATION INVOLVES THE SIMPLE USE OF A COMPUTER, TELEPHONE AND/OR FAX MACHINE.

PLEASE INITIAL EACH LINE IF YOUR BUSINESS MEETS THE FOLLOWING REQUIREMENTS:
5.02.220 HOME OCCUPATION REQUIREMENTS. Home occupations may be permitted wherein the use meets the following requirements and the applicant provides proof of such:

KR A. **Appearance.** The activity must be conducted in a manner so as not to give an outward appearance nor manifest any characteristics of a business in the ordinary meaning of the terms, nor shall it create undue amounts of traffic which would infringe upon the right of neighboring residents to enjoy the peaceful occupancy of their home.

909 B. **Employees.** That portion of the home occupation conducted at the dwelling unit must be carried on by at least one resident of the dwelling unit. In addition, non-resident employees where the aggregate hours worked do not exceed forty hours per week and when no more than two employees are present at one time, are permitted.

909 C. **Location.** For home occupations whose services are rendered at the customer's location the use of the dwelling unit shall be limited to the office portion of the business.

909 D. **Secondary Use.** The home occupation must be incidental and secondary to the use of the dwelling unit as a residence.

909 E. **Area.** A maximum of thirty percent (30 %) of the dwelling may be dedicated to the home occupation.

909 F. **Exterior Use.** No exterior storage of material or equipment or any variation from the residential character of the principle building shall be permitted.

969 G. **Noise, etc.** No offensive noise, vibration, smoke, dust, odor, heat or glare shall be produced.

969 H. **Delivery.** No material or commodities shall be delivered to or from the residence, which are of such bulk or quantity as to create undesirable traffic or congestion.

969 I. **Weight.** No materials or commodities shall be placed within the building, which exceeds the allowable floor loading of forty pounds per square foot.

969 J. **Parking.** No parking of customer's vehicles shall be permitted in a manner or frequency so as to cause a disturbance or inconvenience to neighboring residents or so as to necessitate off-street parking. Business vehicles shall not exceed one ton rated capacity.

969 K. **Sign.** No exterior display shall be permitted except that one non-illuminated nameplate or home occupation sign shall be permitted; however, the sign shall not exceed one hundred forty-four square inches, (one square foot) in area and further, shall not exceed twenty-four square inches in length. Such sign or nameplate shall be placed flat against the dwelling unit.

969 L. **Garage.** The home occupation cannot be conducted upon the area, including garage space, provided to fulfill the off-street parking requirements for the dwelling unit on the lot. (Ord. 2674, 1995)

17.20.7.70 Home Occupation – Land Development Code

969 A. **Validity of use.** The individual primarily responsible for the home occupation must reside in a dwelling unit on the parcel.

969 B. **Location and Space Limitation.** The home occupation shall occur entirely within the dwelling unit (no garage space) and space specifically designated for use of the home occupation shall occupy no more than 30 percent of the total floor area.

969 C. **Employees.** No more than 1 nonresident employee may work on the property at a time. (Note: There is no restriction on the number of people that may be employed and that work off-site.)

969 D. **Exterior character of the dwelling unit.** The exterior character of the dwelling unit shall not be substantially altered to accommodate the home occupation.

969 E. **Storage of materials.** Exterior storage of materials or equipment is prohibited.

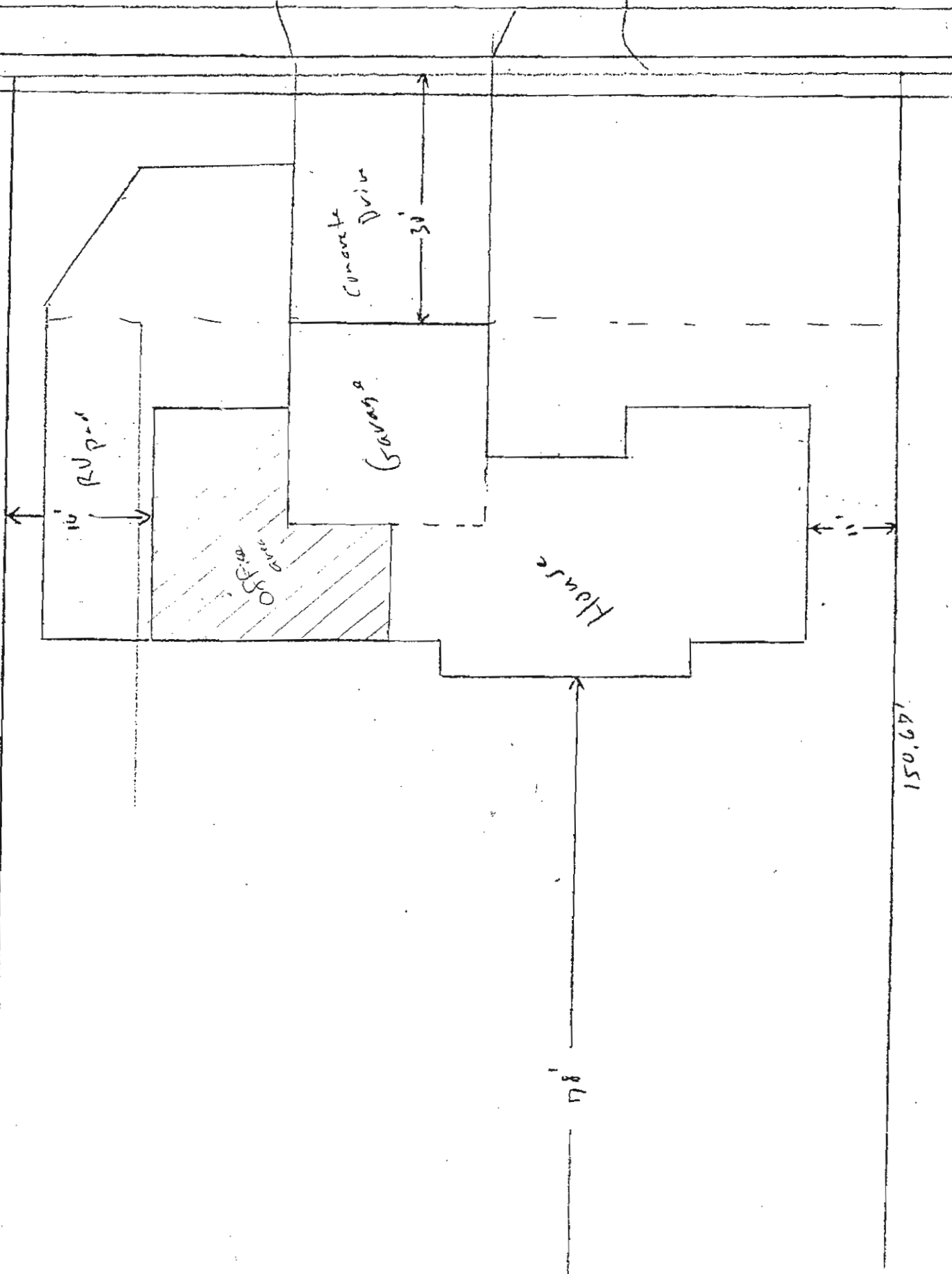
969 F. **Signs.** No exterior display shall be permitted except that one non-illuminated nameplate of home occupation sign shall be allowed. The sign shall be limited to 144 square inches (one square foot) in area. Such sign or nameplate shall be placed flat against the dwelling unit.

969 G. **Retail sales.** The indoor display or retail sales of those products manufactured or otherwise made on the premises are permitted. **All other on-site sales are prohibited.**

969 H. **Limitations on business vehicles.** No vehicle used for the home occupation shall exceed a one-ton rate capacity. No more than one such vehicle shall be parked on the site.

969 I. **Prohibited uses.** The following uses do not qualify as a home occupation: **Veterinary Services, Medical Offices, Animal Boarding or Grooming, Barber, Hair Care, Vehicle Repair, or any other similar activity.**

Slab on grade
concrete



150'0.51

149'0.51

85'

10' RV Pad

Concrete Drive

Garage

Office Area

House

HOME OCCUPATION CERTIFICATE ADJACENT OWNER APPROVAL FORM

All applicants for a Home Occupation Certificate shall obtain the signatures of all adjacent property owners/agents before a certificate shall be granted. Adjacent property owners/agents shall include those properties separated only by an alley, street, or avenue. **The required properties are on either side of your property, the three directly across the street and the three directly behind your property.** If any two adjacent property owners, whose approvals are required, do not approve the certificate, the certificate shall not be granted. Any required approval may be withdrawn at any time by written notification to the Community Development Department of the City of Great Falls stating the specific reasons for the withdrawal. Upon receipt of notification of withdrawal, the Home Occupation in question shall be reviewed for any violation of the requirements of 5.02.210. Upon the finding that the home occupation is no longer compatible with the neighborhood, or the verification that a violation exists, the Home Occupation Certificate shall be revoked.

A copy of the requirements of 5.02.210 and a description of the type of business to be conducted by the Home Occupation in question shall be attached for the neighbor's review.

Please print or type the owner name and address clearly on each line below

OWNER NAME	ADDRESS	SIGNATURE	YES/NO
Cory and Colleen Johnson	4608 12th N.E.	<i>[Signature]</i>	Yes
Doug and Kerry Otto	4705 12th N.E.	<i>[Signature]</i>	Yes
John Smart	4701 12th N.E.	<i>[Signature]</i>	Yes
Behind Property is County Property and wheat field			
Paul & V. Lee O'Leary	4609-12th N.E.	<i>[Signature]</i>	Yes

EAGLE'S CROSSING

PHASE 1



See attached memo - Blvd & Streets



CITY-COUNTY PLANNING DEPARTMENT

DATE: 12/9/04	FILE: C:\000\SRM\SRM\SRM\SRM	GEO-CODE: 9138 - 25	SECT 26
DRAWN BY: Pat Hanco			T.21N R3E

EAGLE'S CROSSING
PHASE 1

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

AGENDA # 25
DATE August 21, 2007

ITEM Reappointment to Advisory Commission on International Relationships

INITIATED BY City Commission

ACTION REQUESTED Reappoint One Member

PRESENTED BY City Commission

- - - -

RECOMMENDATION: It is recommended that the City Commission reappoint Sandra C. Erickson to the Advisory Commission on International Relationships.

MOTION: I move the City Commission reappoint Sandra C. Erickson to a three-year term expiring March 31, 2010, to the Advisory Commission on International Relationships.

SYNOPSIS: Sandra Erickson was appointed to the Advisory Commission on International Relationships in April of 2004. Ms. Erickson is interested in and eligible for reappointment.

BACKGROUND: International programs are growing for many reasons. Rapid changes in communications technology, globalization of the marketplace, and political changes in the last decade have all contributed to an increasing awareness these trends will accelerate in the future. Communities, as well as individuals, businesses, and institutions will need to learn to participate in the "global village," or be left behind economically or in other ways. In order for the City to take a leadership role in nurturing and coordinating some of the international efforts, the Advisory Commission on International Relationships was created by Ordinance 2788 on November 8, 2000, and amended by Ordinance 2863 on October 21, 2003. The Commission provides support, coordination, and exchange of information for international programs in the community. The Commission consists of nine to eleven members.

Current members include:

- Robin Baker
- Jay Buckley
- Vandana Damany
- Aart Dolman
- Ella Mae Howard
- Carol Lindseth
- Matthew Murray
- Charles Tyler