CITY OF POLSON COMMISSION
MEETING AGENDA

COMMISSION CHAMBERS **September 21, 2015** **7:00 P.M.**

1. CALL TO ORDER
Mayor Knutson

2. PLEDGE OF ALLEGIANCE
Mayor Knutson

3. APPROVAL OF PROPOSED AGENDA
Mayor Knutson

4. PUBLIC COMMENT ON SIGNIFICANT MATTERS TO THE PUBLIC NOT ON THE AGENDA (address items to the Chair. Commission takes no action on items discussed

5. CONSENT AGENDA
a. Additional August claim
b. September 4-16, 2015 claims
c. City Commission Meeting Minutes September 9, 2015

6. CITY MANAGER COMMENTS
City Manager Mark Shrives

OLD BUSINESS

7. POLSON DEVELOPMENT CODE
City Manager Mark Shrives

8. APPROVE SECOND READING OF ORDINANCE NO. 2015-009 TO AMEND SECTION 2.05.510 TO CLARIFY THAT NO SEPARATE AGENCY IS CREATED FOR POLSON URBAN RENEWAL
City Manager Mark Shrives

NEW BUSINESS

9. APPROVE THE FIRST READING OF AN ORDINANCE TO ADOPT CHAPTER 14, FIRE PREVENTION AND PROTECTION ARTICLES 1. IN GENERAL, ARTICLE 2 FIRE CODE, ARTICLE3 OFFENSES CONCERNING FIREFIGHTING OPERATIONS, ARTICLE 4. OPEN BURNING, ARTICLE 5. FIREWORKS, AND ARTICLE 6. RESERVED TO THE CITY OF POLSON BOOK OF ORDINANCES.
City Manager Mark Shrives

10. APPROVE THE FIRST READING OF AN ORDINANCE TO ADOPT CHAPTER 15, PARKS. ARTICLE 1. GENERAL-RESERVED ARTICLE 2. PARK REGULATIONS TO THE CITY OF POLSON BOOK OF ORDINANCES.
City Manager Mark Shrives

11. POLSON RURAL FIRE BOARD DISCUSSION: HOW WE MIGHT BEST SERVE THE COMMUNITY WITH REGARD TO THE POLSON RURAL FIRE DISTRICT AND CITY OF POLSON WORKING TOGETHER TO PROVIDE FIRE PROTECTION.

Polson Rural Fire Board Chairman Jack Clapp, Fred Nelson, Jack Koritz

12. AWARD CONTRACT FOR POLSON AIRPORT PAVEMENT MAINTENANCE PROGRAM

City Manager Mark Shrives

13. APPROVE CITY OF POLSON BUDGET FISCAL YEAR 2016

City Finance Officer Cindy Dooley

14. POLSON LANDING AFFORDABLE HOUSING PROJECT

City Planner Kyle Roberts, Alex Burkhalter

15. ADJOURN

The City of Polson encourages public participation in its public meetings and hearings. In doing so the City holds its meetings in handicapped accessible facilities. Any persons desiring accommodations for a handicapping condition should call the City Clerk at 883-8203 for more information.

City of Polson
Claim Details by Fund, Account
For the Accounting Period: 8/15

5a.

For Doc # = 121844

Fund	Department Name (Account)	Vendor #/Name	Description	Amount
1000 General All-Purpose Fund	411200 Facilities (Shared Costs)	4924 PITNEY BOWES	FACILITIES-RNTL OCT-	102.00
			Total for Fund:	102.00
			Total:	102.00

City of Polson
Fund Summary for Claims
For the Accounting Period: 8/15

Fund/Account	Amount
1000 General All-Purpose Fund	
101000	$102.00
Total:	$102.00

For doc #s from 121991 to 122076

5b.

Fund	Department Name (Account)	Vendor #/Name	Description	Amount
1000 General All-Purpose Fund	410360 Municipal Court	000185 SUPER 1 FOODS	COURT-SHARED FOOD SU	129.92
1000 General All-Purpose Fund	410360 Municipal Court	2074 VERIZON WIRELESS	COURT-J HART ANDROID	40.01
1000 General All-Purpose Fund	410360 Municipal Court	000282 QUILL CORPORATION	COURT-HP INK SHARED	14.05
1000 General All-Purpose Fund	410360 Municipal Court	000282 QUILL CORPORATION	COURT-G2 INK REFILL	1.62
1000 General All-Purpose Fund	410362 Jury Services	001518 INSTY PRINTS	COURT-JURY LETTERS	75.00
1000 General All-Purpose Fund	410400 Administrative Services	2074 VERIZON WIRELESS	ADMIN-CITY MNGR CELL	29.71
1000 General All-Purpose Fund	411200 Facilities (Shared Costs)	4936 ZOERENE GEMBALA	FACILITIES-REIMBURSE	18.89
1000 General All-Purpose Fund	411200 Facilities (Shared Costs)	000044 REPUBLIC SERVICES #889	FACILITIES-WASTE DIS	55.50
1000 General All-Purpose Fund	411200 Facilities (Shared Costs)	4922 PURCHASE POWER	FACILITIES-POSTAGE A	420.99
1000 General All-Purpose Fund	411200 Facilities (Shared Costs)	000282 QUILL CORPORATION	FACILITY-SOFTSOAP RE	21.06
1000 General All-Purpose Fund	411200 Facilities (Shared Costs)	000282 QUILL CORPORATION	FACILITY-COPY PAPER	70.22
1000 General All-Purpose Fund	420140 Crime Control and	000185 SUPER 1 FOODS	POLICE-SHARED FOOD S	129.93
1000 General All-Purpose Fund	420140 Crime Control and	000185 SUPER 1 FOODS	POLICE-WATER FOR EVI	7.95
1000 General All-Purpose Fund	420140 Crime Control and	000185 SUPER 1 FOODS	POLICE-K-9 SUPPLIES	24.99
1000 General All-Purpose Fund	420140 Crime Control and	2074 VERIZON WIRELESS	POLICE-I PHONES	187.02
1000 General All-Purpose Fund	420140 Crime Control and	999999 ST-CHAR-RO FLORAL & EVEN	POLICE-BLUE BOWS FOR	90.00
1000 General All-Purpose Fund	420140 Crime Control and	4684 WASH N' GO, LLC	POLICE-VEH WASH AUGU	68.23
1000 General All-Purpose Fund	420140 Crime Control and	3293 ST. LUKE COMMUNITY	POLICE-PRE-EMPLY EXA	200.00
1000 General All-Purpose Fund	420140 Crime Control and	3614 THE CAR WASH/GROGAN'S	POLICE-VEH WASH 8/1-	47.34
1000 General All-Purpose Fund	420140 Crime Control and	000724 COSNER COMTECH	POLICE-BATTERY, SPEA	449.90
1000 General All-Purpose Fund	420140 Crime Control and	4049 D & D CUSTOMS AND	POLICE-FORD TRUCK WR	3,500.00
1000 General All-Purpose Fund	420140 Crime Control and	3037 EMBLEM ENTERPRISES, INC.	POLICE-PATCHES	330.28
1000 General All-Purpose Fund	420140 Crime Control and	999999 KENT D BRUCE CO LLC	POLICE-LIGHTS RED, W	410.66
1000 General All-Purpose Fund	420140 Crime Control and	3857 STANFORD POLICE &	POLICE-CORPORAL STRI	13.34
1000 General All-Purpose Fund	420140 Crime Control and	3857 STANFORD POLICE &	POLICE-GOLD STAR, H	14.30
1000 General All-Purpose Fund	420140 Crime Control and	1925 VALLEY BUSINESS SYTEMS	POLICE-6" USB, 14" C	20.00
1000 General All-Purpose Fund	420140 Crime Control and	000282 QUILL CORPORATION	POLICE-SHARED HP INK	14.05
1000 General All-Purpose Fund	420140 Crime Control and	000282 QUILL CORPORATION	POLICE-G2 GEL REFILL	1.62
1000 General All-Purpose Fund	420140 Crime Control and	000282 QUILL CORPORATION	POLICE-LETTER SIZE F	14.92
1000 General All-Purpose Fund	420140 Crime Control and	000282 QUILL CORPORATION	POLICE-STENO BOOK PK	11.84
1000 General All-Purpose Fund	420140 Crime Control and	000282 QUILL CORPORATION	POLICE-STORAGE BOXES	21.95
1000 General All-Purpose Fund	420140 Crime Control and	000282 QUILL CORPORATION	POLICE-RETRACTBLE PE	18.56
1000 General All-Purpose Fund	420140 Crime Control and	4605 THIRD EYE TECHNOLOGIES,	POLICE- INSTALL AVG	37.50
1000 General All-Purpose Fund	420146 Police Municipal Services	2888 MISSION VALLEY SECURITY	STREETS-REINSTALL DO	162.50
1000 General All-Purpose Fund	420400 Fire Protection and	4456 MONTANA INTERACTIVE	FIRE-SUBSCRIPTION &	160.75
1000 General All-Purpose Fund	420400 Fire Protection and	3014 QUIK E'Z TOWING &	FIRE-'98 INTRNTL MAI	44.80
1000 General All-Purpose Fund	420400 Fire Protection and	001541 L.N. CURTIS & SONS	FIRE-SHARED MAKRO CO	646.00
1000 General All-Purpose Fund	420400 Fire Protection and	001541 L.N. CURTIS & SONS	FIRE-SHARED HURST SE	482.50
1000 General All-Purpose Fund	420400 Fire Protection and	000296 PIER 93	FIRE-SUPPLY	4.95
1000 General All-Purpose Fund	420400 Fire Protection and	000037 GENERAL FIRE APPARATUS,	FIRE-DEFENDERS, RED,	900.00
1000 General All-Purpose Fund	420400 Fire Protection and	000037 GENERAL FIRE APPARATUS,	FIRE-DEFENDERS, BLAC	220.00
1000 General All-Purpose Fund	420400 Fire Protection and	000011 MISSION VALLEY POWER	FIRE-1ST ST SIRE SIR	11.00
1000 General All-Purpose Fund	420400 Fire Protection and	3614 THE CAR WASH/GROGAN'S	FIRE-VEH WASH 8/1-31	15.19
1000 General All-Purpose Fund	420400 Fire Protection and	4605 THIRD EYE TECHNOLOGIES,	FIRE-NETWORK CABLE R	187.50
1000 General All-Purpose Fund	420400 Fire Protection and	4605 THIRD EYE TECHNOLOGIES,	FIRE-LABOR TECH RATE	120.00
1000 General All-Purpose Fund	420400 Fire Protection and	4605 THIRD EYE TECHNOLOGIES,	FIRE-NETGEAR DUAL BA	89.97
1000 General All-Purpose Fund	420400 Fire Protection and	4605 THIRD EYE TECHNOLOGIES,	FIRE-OUTSTANDING CRE	-0.08
1000 General All-Purpose Fund	430240 Road and Street	000044 REPUBLIC SERVICES #889	STREETS-SHARED WASTE	31.66
1000 General All-Purpose Fund	430240 Road and Street	2074 VERIZON WIRELESS	STREETS-CELL PHONE S	155.08
1000 General All-Purpose Fund	430240 Road and Street	4825 IBS, INC	STREETS-HEARING PROT	65.31
1000 General All-Purpose Fund	430240 Road and Street	3014 QUIK E'Z TOWING &	STREETS-FREIGHTLINER	310.10
1000 General All-Purpose Fund	460430 Parks	000044 REPUBLIC SERVICES #889	PARKS-CITY PARKS WAS	407.16

For doc #s from 121991 to 122076

Fund	Department Name (Account)	Vendor #/Name	Description	Amount
1000 General All-Purpose Fund	460430 Parks	2074 VERIZON WIRELESS	PARKS-CELL PHONE SER	152.41
1000 General All-Purpose Fund	460430 Parks	000046 BEACON TIRE CENTER	PARKS-TURF TIME, TUB	79.00
1000 General All-Purpose Fund	460430 Parks	000011 MISSION VALLEY POWER	PARKS- J CAMPBELL PA	11.00
1000 General All-Purpose Fund	460430 Parks	000011 MISSION VALLEY POWER	PARKS-SACAJAWEA WALK	41.87
1000 General All-Purpose Fund	460430 Parks	000011 MISSION VALLEY POWER	PARKS-BOETTCHER LIGH	104.41
			Total for Fund:	10,894.43
2020 Police Municipal Services	420140 Crime Control and	000044 REPUBLIC SERVICES #889	POLICE-SHARED WASTE	31.66
2020 Police Municipal Services	420140 Crime Control and	2074 VERIZON WIRELESS	POLICE-AIRCARDS & NO	462.10
2020 Police Municipal Services	420140 Crime Control and	000017 TOTAL SCREEN DESIGN	POLICE-EMBROIDERED C	20.50
2020 Police Municipal Services	420140 Crime Control and	000020 PROVIDENCE HEALTH &	POLICE-215CR0021851	95.00
2020 Police Municipal Services	420140 Crime Control and	000020 PROVIDENCE HEALTH &	POLICE-215CR0023235	95.00
			Total for Fund:	704.26
2210 Parks/Salish Point	460430 Parks	000832 DELANEY'S LANDSCAPE CTR.	PARKS-SALISH POINT P	11,231.20
			Total for Fund:	11,231.20
2222 Park Donations -	460430 Parks	4841 JOANNA YARDLEY	PARKS-16 INTERPRETIV	3,000.00
			Total for Fund:	3,000.00
2394 Building Code Enforcement	420500 Protective Inspections	4910 O'REILLY AUTOMOTIVE INC	BUILDING-WINDSHIELD	2.59
			Total for Fund:	2.59
2402 Light Maintenance	430263 Street Lighting	000011 MISSION VALLEY POWER	FACILITIES-N END MAI	166.17
			Total for Fund:	166.17
5010 Golf Fund	346021 Golf Season Pass Fees	999999 BRENT SEELEY	GOLF PRO-REFUND PASS	613.00
5010 Golf Fund	460446 Golf Course -	2094 WILBUR ELLIS COMPANY	GOLF MAINT-COURSE FE	1,573.80
5010 Golf Fund	460446 Golf Course -	001145 MISSOULA TEXTILE SERVICES	GOLF MAINT-LAUNDRY	11.66
5010 Golf Fund	460446 Golf Course -	001145 MISSOULA TEXTILE SERVICES	GOLF MAINT-LAUNDRY	19.15
5010 Golf Fund	460446 Golf Course -	001145 MISSOULA TEXTILE SERVICES	GOLF MAINT-LAUNDRY	11.66
5010 Golf Fund	460446 Golf Course -	001145 MISSOULA TEXTILE SERVICES	GOLF MAINT-LAUNDRY	17.51
5010 Golf Fund	460446 Golf Course -	001145 MISSOULA TEXTILE SERVICES	GOLF MAINT-CREDIT	-2.90
5010 Golf Fund	460446 Golf Course -	000185 SUPER 1 FOODS	GOLF MAINT-WATER	4.96
5010 Golf Fund	460446 Golf Course -	1864 CHS/MOUNTAIN WEST	GOLF MAINT-FUEL	393.58
5010 Golf Fund	460446 Golf Course -	1864 CHS/MOUNTAIN WEST	GOLF MAINT-FUEL	411.11
5010 Golf Fund	460446 Golf Course -	000098 MANGELS MACHINE WORKS	GOLF MAINT-MACHINE P	65.00
5010 Golf Fund	460446 Golf Course -	999999 MISSION MACHINE	GOLF MAINT-LABOR	80.00
5010 Golf Fund	460446 Golf Course -	000046 BEACON TIRE CENTER	GOLF MAINT-PLUG TIRE	6.00
5010 Golf Fund	460446 Golf Course -	000046 BEACON TIRE CENTER	GOLF MAINT-TUBE	17.25
5010 Golf Fund	460446 Golf Course -	000044 REPUBLIC SERVICES #889	GOLF MAINT-WASTE DIS	122.44
5010 Golf Fund	460447 Golf Course - Pro Shop	1925 VALLEY BUSINESS SYTEMS	GOLF PRO-THERMAL PAP	7.50
5010 Golf Fund	460447 Golf Course - Pro Shop	000316 WALLACES GOLF SHOP	FACILITIES-CITY SHAR	2,725.57
5010 Golf Fund	460447 Golf Course - Pro Shop	001145 MISSOULA TEXTILE SERVICES	GOLF PRO-LAUNDRY	4.00
5010 Golf Fund	460447 Golf Course - Pro Shop	001145 MISSOULA TEXTILE SERVICES	GOLF PRO-LAUNDRY	4.38
5010 Golf Fund	460447 Golf Course - Pro Shop	001145 MISSOULA TEXTILE SERVICES	GOLF PRO-LAUNDRY	4.00

For doc #s from 121991 to 122076

Fund	Department Name (Account)	Vendor #/Name	Description	Amount
5010 Golf Fund	460447 Golf Course - Pro Shop	001145 MISSOULA TEXTILE SERVICES	GOLF PRO-LAUNDRY	11.22
5010 Golf Fund	460447 Golf Course - Pro Shop	000010 CENTURYLINK	GOLF PRO-INTERNET SE	22.95
5010 Golf Fund	460447 Golf Course - Pro Shop	3246 BURCO INTERNATIONAL, INC.	GOLF PRO-SCORE CARDS	1,105.00
5010 Golf Fund	460447 Golf Course - Pro Shop	000011 MISSION VALLEY POWER	GOLF PRO-DOWNSTAIRS	167.52
5010 Golf Fund	460447 Golf Course - Pro Shop	000044 REPUBLIC SERVICES #889	GOLF PRO-PRO SHOP WA	110.55
5010 Golf Fund	460448 Golf Course - Carts	1864 CHS/MOUNTAIN WEST	GOLF PRO-FUEL	363.01
5010 Golf Fund	460450 Golf Course Restaurant	4754 PEPSI-COLA BOTTLING OF	GOLF REST-ASST BEVER	137.80
5010 Golf Fund	460450 Golf Course Restaurant	3233 FOOD SERVICES OF AMERICA	GOLF REST-FOOD SUPPL	400.83
5010 Golf Fund	460450 Golf Course Restaurant	3233 FOOD SERVICES OF AMERICA	GOLF REST-FOOD SUPPL	417.93
5010 Golf Fund	460450 Golf Course Restaurant	3233 FOOD SERVICES OF AMERICA	GOLF REST-KITCHEN SU	17.93
5010 Golf Fund	460450 Golf Course Restaurant	3233 FOOD SERVICES OF AMERICA	GOLF REST-FOOD SUPPL	149.25
5010 Golf Fund	460450 Golf Course Restaurant	3233 FOOD SERVICES OF AMERICA	GOLF REST-KITCHEN SU	73.03
5010 Golf Fund	460450 Golf Course Restaurant	3233 FOOD SERVICES OF AMERICA	GOLF REST-PRODUCT RE	-50.60
5010 Golf Fund	460450 Golf Course Restaurant	4905 GEORGE'S DISTRIBUTING INC	GOLF REST-ASST BEER	50.00
5010 Golf Fund	460450 Golf Course Restaurant	4905 GEORGE'S DISTRIBUTING INC	GOLF REST-ASST WINES	97.90
5010 Golf Fund	460450 Golf Course Restaurant	000185 SUPER 1 FOODS	GOLF REST-FOOD SUPPL	23.70
5010 Golf Fund	460450 Golf Course Restaurant	000185 SUPER 1 FOODS	GOLF REST-FOOD SUPPL	9.00
5010 Golf Fund	460450 Golf Course Restaurant	000185 SUPER 1 FOODS	GOLF REST-FOOD SUPPL	16.03
5010 Golf Fund	460450 Golf Course Restaurant	000185 SUPER 1 FOODS	GOLF REST-FOOD SUPPL	25.04
5010 Golf Fund	460450 Golf Course Restaurant	000185 SUPER 1 FOODS	GOLF REST-FOOD SUPPL	10.31
5010 Golf Fund	460450 Golf Course Restaurant	000185 SUPER 1 FOODS	GOLF REST-FOOD SUPPL	12.58
5010 Golf Fund	460450 Golf Course Restaurant	3233 FOOD SERVICES OF AMERICA	GOLF REST-FOOD SUPPL	236.73
5010 Golf Fund	460450 Golf Course Restaurant	3447 SUMMIT BEVERAGE	GOLF REST-CREDIT JOC	-700.00
5010 Golf Fund	460450 Golf Course Restaurant	3447 SUMMIT BEVERAGE	GOLF REST-ASST BEERS	342.43
5010 Golf Fund	460450 Golf Course Restaurant	3447 SUMMIT BEVERAGE	GOLF REST-ASST BEERS	35.97
5010 Golf Fund	460450 Golf Course Restaurant	3447 SUMMIT BEVERAGE	GOLF REST-RENT JOCKE	360.00
5010 Golf Fund	460450 Golf Course Restaurant	3447 SUMMIT BEVERAGE	GOLF REST-BEER	91.00
5010 Golf Fund	460460 G. C. Restaurant O & M	001145 MISSOULA TEXTILE SERVICES	GOLF REST-LAUNDRY	24.73
5010 Golf Fund	460460 G. C. Restaurant O & M	001145 MISSOULA TEXTILE SERVICES	GOLF REST-LAUNDRY	40.40
5010 Golf Fund	460460 G. C. Restaurant O & M	001145 MISSOULA TEXTILE SERVICES	GOLF REST-LAUNDRY	22.14
5010 Golf Fund	460460 G. C. Restaurant O & M	001145 MISSOULA TEXTILE SERVICES	GOLF REST-LAUNDRY	43.20
5010 Golf Fund	460460 G. C. Restaurant O & M	3306 POLSON PROPANE	GOLF REST-PROPANE FU	262.45
5010 Golf Fund	460460 G. C. Restaurant O & M	000044 REPUBLIC SERVICES #889	GOLF REST-WASTE DISP	110.55
5010 Golf Fund	460460 G. C. Restaurant O & M	4664 CHARTER COMMUNICATIONS	GOLF REST-INTERNET S	95.16
			Total for Fund:	10,225.41
5210 Water Fund	214100 Refunds Payable	999999 HALLIE MONTGOMERY	WATER-DEPOSIT REFUND	32.91
5210 Water Fund	430500 Water Utilities	4605 THIRD EYE TECHNOLOGIES,	WATER-INSTALL GIS SW	41.25
5210 Water Fund	430530 Source of Supply and	3103 JIM MORELLI ELECTRIC LLC	WATER-MAP ROOM WALL	243.75
5210 Water Fund	430530 Source of Supply and	000011 MISSION VALLEY POWER	WATER-715 7TH AVE W	102.04
5210 Water Fund	430540 Purification and	000241 NORMONT EQUIPMENT CO.	WATER-IRRIGATION SHO	40.95
5210 Water Fund	430550 Transmission and	000044 REPUBLIC SERVICES #889	WATER-SHARED WASTE D	27.50
5210 Water Fund	430550 Transmission and	2074 VERIZON WIRELESS	WATER-SHARED CELL PH	245.86
5210 Water Fund	430550 Transmission and	3614 THE CAR WASH/GROGAN'S	WATER-VEH WASH 8/1-3	5.00
5210 Water Fund	430550 Transmission and	2007 UTILITIES UNDERGROUND	WATER-UTIL LOCATE AU	18.17
5210 Water Fund	430560 Geographical Information	4937 SALISH KOOTENAI COLLEGE	WATER-FN TUITION & F	328.88
			Total for Fund:	1,086.31
5310 Sewer Fund	430600 Sewer Utilities	4605 THIRD EYE TECHNOLOGIES,	SEWER-INSTALL GIS SW	41.25
5310 Sewer Fund	430630 Collection and	4420 MISSION COMMUNICATIONS,	SEWER-ANNUAL SERVICE	1,474.20

For doc #s from 121991 to 122076

Fund	Department Name (Account)	Vendor #/Name	Description	Amount
5310 Sewer Fund	430630 Collection and	2074 VERIZON WIRELESS	SEWER-SHARED CELL PH	245.85
5310 Sewer Fund	430630 Collection and	3103 JIM MORELLI ELECTRIC LLC	SEWER-MAP ROOM WALL	243.75
5310 Sewer Fund	430630 Collection and	000011 MISSION VALLEY POWER	SEWER-715 7TH AVE W	102.03
5310 Sewer Fund	430630 Collection and	3614 THE CAR WASH/GROGAN'S	SEWER-VEH WASH 8/1-3	5.00
5310 Sewer Fund	430630 Collection and	2007 UTILITIES UNDERGROUND	SEWER-UTIL LOCATE AU	18.16
5310 Sewer Fund	430640 Treatment and Disposal	2466 UNITED LABORATORIES INC	SEWER-ZYME-TREAT WWT	3,361.98
5310 Sewer Fund	430640 Treatment and Disposal	000044 REPUBLIC SERVICES #889	SEWER-SHARED WASTE D	27.49
5310 Sewer Fund	430660 Geographical Information	4937 SALISH KOOTENAI COLLEGE	SEWER-FN TUITION & F	328.87
5310 Sewer Fund	430670 Customer Accounting and	000341 MMIA-LIABILITY PROGRAM	SEWER-EV2015035659 V	57.00
			Total for Fund:	5,905.58
			Total:	43,215.95

Fund/Account	Amount
1000 General All-Purpose Fund	
101000	$10,894.43
2020 Police Municipal Services Levy	
101000	$704.26
2210 Parks/Salish Point	
101000	$11,231.20
2222 Park Donations - Restricted	
101000	$3,000.00
2394 Building Code Enforcement	
101000	$2.59
2402 Light Maintenance District #20	
101000	$166.17
5010 Golf Fund	
101000	$10,225.41
5210 Water Fund	
101000	$1,086.31
5310 Sewer Fund	
101000	$5,905.58
Total:	$43,215.95

CITY OF POLSON
COMMISSION MEETING

5c.

Commission Chambers September 9, 2015 7:00 p.m.

ATTENDANCE: Mayor Heather Knutson, Commissioners Campbell, Donovan, Erickson, Turner, Siler, and Southerland City Manager Mark Shrives, City Clerk Cora Pritt

OTHERS PRESENT (who voluntarily signed in): Ken Avison, Alex Burkhalter, R. Jack Clapp, Jennifer Cote, Elsa Duford, Bruce Gerlach, Jack Konitz, Paul Laisy, Rick LaPiana, Mike Lies, Hans Lund, Bonnie Manicke, Lee Manicke, Sherlee Santorno, Dave Sheesley, and Tracy Sherich

CALL TO ORDER: (00:02) Mayor Knutson called the meeting to order. The Pledge of Allegiance was recited. Roll call was taken.

APPROVAL OF PROPOSED AGENDA (00:55) - Commissioner Southerland motion to approve the proposed agenda. Commissioner Erickson second. City Commission discussion: none Public comment: none **VOTE: Unanimous Motion carried**

PUBLIC COMMENT ON SIGNIFICANT MATTERS TO THE PUBLIC NOT ON THE AGENDA (01:38)-Paul Laisy-Retired Fire Chief 30 years of service and a member of the State of Montana Board commented on the fire service in the valley. Mr. Laisy commented about the two studies that were conducted regarding the City of Polson Fire Department and the Polson Rural Fire District. Both studies concluded there should be one fire service in the valley. The example of other areas that have developed a fire district was presented; Belgrade, West Yellowstone, Red Lodge were a few examples that Mr. Laisy commented were now fire districts. This system would serve the citizens of the valley well. **Jack Clapp** commented that he echoed much of what Mr. Laisy said. The Rural Fire Board stands ready to step back, take another look at the situation, to discuss forming a fire district. The second study also recommended a facilitator be brought in to assist in the options for the City of Polson Fire Department and the Polson Rural Fire District.

CONSENT AGENDA (10:55)-(a). Additional June 2015 claims, (b). August 14-31, 2015 claims, (c) September 1-3, 2015 claims, (d). City Commission Meeting Minutes August 17, 2015, (e), City Commission Preliminary Budget Workshop Meeting Minutes August 224, 2015 (f). City Commission Preliminary Budget Public Hearing Minutes August 26, 2015, (g). City Commission special Meeting September 1, 2015, (h). Law Enforcement Memorandum of Agreement, (i) 13th Ave. Properties Petition for Annexation, (j). Semi-Annual Report of Tax and Special Assessments Receivable. **Commissioner Siler motion to approve the consent agenda. Commissioner Southerland second.** City Commission discussion: Commissioner Campbell requested that item 5I-13th Ave. Properties Petition for Annexation be removed from the Consent Agenda and to be moved into the agenda to be discussed. **Mayor Knutson amended the motion; Approve the consent agenda including all except for 5i.** Public comment: none **VOTE: Unanimous Motion carried**

City Manager Shrives requested that agenda item No. 7 & 8 be moved up before Old Business so that the Police officers present could return to their duties. Mayor Knutson agreed and moved the agenda items.

APPROVE RESOLUTION NO 2015-020 PROCLAMATION POLSON DEPARTMENT APPRECIATION OF SERVICE SEASON(14:43)-Mayor Knutson reads the Proclamation Appreciation of Police Department Blue Ribbon Season September 9, 2015 – October 17, 2015. This is

in appreciation of the Polson Police Department and to recognize all that the Polson Police Department does along with the other local law enforcement agencies in Lake County and Polson. This time period will also be to recognize Polson Police Corporal William Cleveland as he battles stage 4 cancer. The proceeds from the sale of the blue ribbons will be donated to Corporal Cleveland to assist is offsetting medical expenses for his cancer treatment. The Polson Chamber of Commerce will also be conducting their own campaign to aide in this endeavor as well. There has been 100% support of this from the community. The support has been overwhelming. Mayor Knutson thanked the Polson Police Department for all of their service to the community and a special thank you to the families of the Police officers. A copy of the Resolution was presented to Corporal William Cleveland, who was present at the meeting. **Commissioner Turner motion to approve RESOLUTION No. 2015-020 PROCLAMATION POLSON DEPARTMENT APPRECIATION OF SERVICE SEASON. Commissioner Donovan second.** City Commission discussion: none Public comment: none **VOTE: Unanimous Motion carried**

OATH OF OFFICE FOR POLSON POLICE OFFICER MATHIEU GFROERER(22:53)-Mayor Knutson administered the Oath of Office for the City of Polson Police Department's newest officer, Mathieu Gfroerer.

CONSENT AGENDA ITEM 5I-13th AVENUE PROPERTIES PETIION FOR ANNEXATION(27:23) -City Manager Shrives, "So let me address some of your questions. This has been, needless to say, confusing. There properties have been paying city taxes for several years. So, we assumed they were annexed. Apparently in 2010 or 11 the County's computer crashed. They no longer were showing these properties being annexed. Mr. Lund, who owns these properties, had a document that said they were annexed. So we were very confused as to whether they were annexed or not. And so, what I asked him to do, I said let's just clean this up, if you can, file an annexation, an application for an annexation, and he has done that as the owner. Filed it by petition and so that's why we're bringing this in tonight. It's unclear, one way or the other, if it's been annexed. So to clean it up, that's why I asked him to do that. He is the owner of the properties. It's an annexation by petition. You mentioned the development. That really isn't an issue regarding annexation. If he had not been in to do his development previously, and wanted to annex this property, it's zoned MRZD. So, if he'd brought the development in later it would be allowed. It's allowed now. But that shouldn't effect annexation, because that's what we're really dealing with tonight, is annexation not any kind of development. So that's why he was in on Friday." Commissioner Campbell, "With that type of development though, I think the confusion with the public was that there would be no review. That we said that a development like that could just be built. A building permit and then you could…" City Manager Shrives, "That's essentially right under MRZD. Regarding the development, when we looked at it, we did ask him to come in and we did have a meeting with all of the department heads and we covered a lot of the issues that we might normally cover under an SUP process. Based on those suggestions, on the design that he showed us, he did make some changes for the Police and particularly for the Fire for turn around and things like that. So he's working with us. But when you look at what the current Development Code talks about MRZD there is no process like the SUP process." Commissioner Campbell, "Will there be a requirement for on-site drainage, storm drainage?" City Manager Shrives, "Correct. It's required. You cannot, it has to drain onto the property it cannot drain onto City streets. That's just part of the Code anyway. That's not even a requirement that we have to put into place. That's there." Commissioner Campbell, "Then there will be no review, no requirements on traffic study, none of that on 11th St.? Has 11th St annexed? Are we going to go through…. " City Manager Shrives, "No. 11th St. is annexed." Mayor Knutson, "11th street is in the City? I thought that was in the County." City Manager, "No. 11th St. is. The other street, Shasta is not in the City." Commissioner Turner, "Shasta is private?" City Manager Shrives, "Yes." Tony Porrazzo, Water & Sewer, "Just a clarification. It says 13th on here." City Manager Shrives, "Well that the property…" Mayor Knutson, "13th Avenue Properties is the name of the business." City Manager Shrives, "13th Avenue Properties is the company." Tony Porrazzo, "Oh. Okay.

I was looking at that going what?" Mayor Knutson, "Thank you. I had that same concern. Okay. So do we have additional questions Commissioner Campbell?" Commissioner Campbell, "No." Commissioner Turner, "Personally I think the big confusion is nothing Mr. Lund has done is incorrect. I've reviewed all the paperwork on my own time. There's nothing that's incorrect with what he's done. I think the citizens that live on 11th want some help from the City because there's no sidewalks. The street is, I believe, a little narrow and there is a Montessory type at the end of 11th. So there is quite a bit of traffic with vehicles and kids and so I think the citizens that live on that street are asking more help from the City with some concern with Mr. Lund is building there because of the additional traffic. So I don't think there should be confusion in this. I don't think anybody should pick on Mr. Lund (inaudible). It is all correct but I think the City might want to take a look at what we can do to help." Commissioner Campbell, "I think another item that was brought up last time was I see it myself, a designated school bus stop right there on the corner of 7th and 11th Avenue. (inaudible) clear up Boettcher tracts and no sidewalk for them to walk on. I always hope with multi-family housing they would like across the street from Cherry Hills, they would build a sidewalk all the way down and connect it to 8th Street I believe." City Manager Shrives, "I will note that Mr. Lund signed a waiver, S.I.D. So that is something we could look at to piece things together. That might be a way to look at some sort of S.I.D. that would take in all the properties on there. We'd have to take a look at that. I don't know how the waivers thru the years have been signed. But he did sign that as part of the annexation process." Commissioner Turner, "I think as a City we just need to be aware, I'm not saying this is the only street that we have that is kind of bad in a stretch." Mayor Knutson, "That's what I thinking." Commissioner Turner, "As our growth continues I do think we need to put something in place that somehow helps out some of these situations." Commissioner Campbell, "I think every citizen that took City Water signed one of those (inaudible)." City Manager Shrives, "I haven't looked at that but I certainly can take a look at that." Mayor Knutson, "I can see the concerns as far as having the foot traffic and having the children walking there. I agree that there are many areas within our town that all share that same challenge. I know that we're working on opportunities to try and help solve that problem and help work towards that as well. So we have to continue doing that. But as part of the annexation, I agree with you Stephen, that there is nothing that is outside of the boundaries of what we would be looking for." Commissioner Campbell, "I just felt that all these questions that were asked at the previous meeting needed to be asked again. This was just kind of slid in here." Mayor Knutson, "I think that it was good to make sure that we had clarification on it. Thank you. Okay. Any other comments or questions? I would look for a motion to approve the annexation." **Commissioner Turner, "I will make a motion to approve the annexation for 13th Avenue Properties." Commissioner Donovan, "I'll second."** Mayor Knutson, "Okay. I've got a motion from Commissioner Turner with a second from Commissioner Donovan. Do I have any additional Commission discussion? Do I have any public comment?" **Lee Manicke**, "I looked at this on line and I note there's an error in the legal description under Resolution. I emailed that to the attention to your staff and I think you should be real sure that it's correct." Mayor Knutson, "Thank you. I'm sorry. Thank you for pointing that out Mr. Manicke. We did receive that update and I apologize for not mentioning it." Lee Manicke, "If I could copy over the entire, can I see that Todd? One thing I didn't mention it shows one geocode and I don't really know if geocodes should be a part of a legal description but actually there are two geocodes. There's two separate geocodes so you do include the geocode, you should include both of them. The second one is exactly the same as the first one except the 4 is a 3 at the end of that. The rest of it is exactly the same." Mayor Knutson, "Thank you. And I would thank you for sending the information to us in advance as well. Do I have any additional public comment on Agenda Item No. 5I? Okay. With that I've got a motion. I've got a correction on the Resolution and I've got a motion from Commissioner Turner with a second from Commissioner Donovan. **We'll go ahead and vote beginning with Commissioner Erickson." Commissioner Erickson, "For." Commissioner Siler, "For." Commissioner Southerland, "For." Commissioner Campbell, "For." Commissioner Turner, "For." Commissioner Donovan, "For." Mayor Knutson, "For." Motion carried.**

CITY MANAGER COMMENTS (36:43): City Manager Shrives commented on the following: Introduced City Planner Kyle Roberts. Kyle will have an agenda item to present later this evening. Earlier today David Simons, Karen Sargeant, John Campbell, and Mike Johnson with help from John Campbell Jr. and Delaney's Nursery, planted a Honey Locas tree in Ducharme Park in memory of Dan Morrison. There will be a dedication and plaque ceremony in the spring of 2016. Dan's wife Johnna commented that the Honey Locas was one of Dan's favorite trees.

POLSON DEVELOPMENT CODE UPDATE (38:34)- City Manager Shrives presented this agenda item. Following the previous meeting, an email was sent to the County Commissioners asking where they were at in the review of the Polson Development Code. Funding was also discussed. The County responded that they are still reviewing the document with the County Planning Department. Also, there will be no funding available to assist with the document. At the last meeting there were two options; 1). Wait on the County to complete their review, 2). The City would move forward without the County. Tonight there is a third option: the City would move forward, get the document adopted, keep the City/County Planning Board in place, the County has adopted the current 1993 Polson Development Code. This option would give the County time to continue their review but keep some standards in place. There were some additional funds put into the new budget. The City Manager recommended option No. 3. Commissioner Campbell agreed that Option No. 3 seemed like a better option. Mayor Knutson asked if this would need to be voted on. City Manager Shrives commented no, just to see where the Commission is at with Option No. 3. City Manager Shrives commented that he would meet with the County Commission and present this option. This item will be brought back on September 21st for a decision. Commissioner Turner commented that he wants to see a time-line and budget from Dave DeGrandpre. Until then, Commissioner Turner will not sign off. There needs to be a definite time line and a dollar amount assigned to it. Public Comment: **Lee Manicke** commented on 3 concerns; Dave DeGrandpre's letter favored a combined City County Planning Board and the County wants to do that. If separated, there will be costs. If the City and County come back together at a later time, who will cover the costs that will be associated with that? From Mr. Decker's email the concern that the Development Code may not align with Montana Code. The MACO attorney and County attorney say there are some things that do not align. We should know what those concerns are before we move forward. There seems to be a widening rift between the City and the County. Seems that this began when the City changed to a Charter form of Government. There seems to be tension in the communication between the City and the County.

BRIEF OVERVIEW OF THE SERVICES PROVIDED BY RSVP (RETIRED SENIOR VOLUNTEER PROGRAM) AND MONTANA AREA VI AGENCY ON AGING(54:00)-This agenda item was presented by Sherlee Santorno, and Tammy Watson. The RSVP program is citizens over the age of 55 volunteering their time to help others in the community. There are a number of programs that are assisted by this. This is a nationwide service. There are 44 non-profits that depend on 188 staffing needs in addition to payed staff. There are agencies that assist in allowing older citizens to age in place. Office Manager Tammy Watson presented some of the programs that the Area 6 Agency on Aging operates in. There are long-term care advocates that assist families and seniors. There's the Commodity Food program for seniors over 60. There is an Aging & Disability Resource Center, home food delivery, home health care, care-givers class, medicare class, B E C Program (Benefits enrollment center), Supplemental insurance assistance, free counceling for medicare, foster grandparent. The foster grandparent program pays $2.65 an hour and the hours are approximately 15-40 hours a week. This is a nice stipend to seniors on a limited budget.

ANNUAL AUDIT REPORT FY2014 (01:03:53)-Jennifer Cote, CPA Cote & Associates presented this agenda item. The City of Polson Annual Audit for Fiscal Year 2014 has been completed. This is the second year that Cote & Associates has done the audit. The Mayor and Commissioners were each given a bound copy of the audit report. There were two Findings in the audit; Internal Control Deficiency with

Potential Material Financial effect on City, and Polson Redevelopment Agency Implementation Document and Actual Functioning of Polson Redevelopment Agency are not aligned. City Manager Shrives commented that the condition of the Internal Control finding were errors that occurred in payroll and would be corrected with the implementation of checks and balance procedure to be put in place. With regard to the Polson Redevelopment Agency (PRA) the City will determine if the agency will function as a Component unit or as a departmental PRA.

City of Polson
Lake County, Montana

Government-Wide Statement of Net Position
As of June 30, 2014

	Primary Government		
	Governmental Activities	Business-type Activities	Total
ASSETS			
Cash and cash equivalents	$ 1,230,092	$ 589,294	$ 1,819,386
Petty cash	300	947	1,247
Taxes/assessments receivable-current	151,683	-	151,683
Accounts receivable	4,848	173,252	178,100
Due from other governments	157,117	15,000	172,117
Inventories	-	138,267	138,267
Assessments receivable-noncurrent	592,031	-	592,031
Restricted assets:			
Cash, cash equivalents and investments	141,152	2,851,676	2,992,828
Capital assets not being depreciated:			
Land	86,915	2,238,751	2,325,666
Construction in progress	498,754	657,465	1,156,219
Capital assets being depreciated (net of accumulated depreciation)	3,975,021	12,549,861	16,524,882
Total assets	$ 6,837,913	$ 19,214,513	$ 26,052,426
DEFERRED OUTFLOWS OF RESOURCES			
Deferred outflows of resources	$ -	$ 12,300	$ 12,300
Total deferred outflows of resources	$ -	$ 12,300	$ 12,300
LIABILITIES			
Accounts payable	$ 79,991	$ 57,908	$ 137,899
Accrued interest payable	9,268	2,573	11,841
Deposits/retainage payable	15,400	32,905	48,305
Due to other governments	49,240	-	49,240
Contracts/loans/notes payable	8,062	-	8,062
Current portions of long term debt	256,968	184,153	441,121
Noncurrent liabilities:			
Long term portions of long term debt	1,318,861	481,872	1,800,733
Total liabilities	$ 1,737,790	$ 759,411	$ 2,497,201
NET POSITION			
Net investment in capital assets	$ 3,170,840	$ 14,846,620	$ 18,017,460
Restricted for:			
Debt service	705,241	44,139	749,380
Bond indenture requirement	77,500	18,979	96,479
General government	10,787	-	10,787
Public safety	138,397	-	138,397
Public works	151,339	-	151,339
Culture/recreation	214,083	-	214,083
Housing and community development	271,762	-	271,762
Conservation of natural resources	3,550	-	3,550
Non-spendable (other than permanent fund)	-	138,267	138,267
Unrestricted	356,624	3,419,397	3,776,021
Total net position	$ 5,100,123	$ 18,467,402	$ 23,567,525

City of Polson
Lake County, Montana

Government-Wide Statement of Activities
For the Fiscal Year Ended June 30, 2014

	Expenses	Program Revenues: Charges for Services, Fines, Forfeitures, etc.	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions	Net (Expense) Revenue and Changes in Net Position: Primary Government: Governmental Activities	Net (Expense) Revenue and Changes in Net Position: Primary Government: Business-type Activities	Net (Expense) Revenue and Changes in Net Position: Primary Government: Total
Governmental activities:							
General government	$ 741,989	$ 118,685	$ 5,874	$ -	$ (617,430)	$ -	$ (617,430)
Public safety	1,596,549	152,297	82,486	2,275	(1,359,491)	-	(1,359,491)
Public works	449,719	137,298	1,146	70,708	(240,567)	-	(240,567)
Culture & recreation	231,311	5,654	30,443	7,615	(187,599)	-	(187,599)
Housing & community development	11,463	-	-	-	(11,463)	-	(11,463)
Conservation on natural resources	628	-	-	-	(628)	-	(628)
Interest on long-term debt	45,568	-	-	-	(45,568)	-	(45,568)
Total governmental activities	$ 3,077,227	$ 413,934	$ 119,949	$ 80,598	$ (2,462,746)	$ -	$ (2,462,746)
Business-type activities:							
Golf	$ 1,011,174	$ 1,024,988	$ -	$ -	$ -	$ 13,814	$ 13,814
Water	795,291	942,981	-	-	-	147,690	147,690
Sewer (& Stormwater)	562,731	683,712	-	15,000	-	135,981	135,981
Total business-type activities	$ 2,369,196	$ 2,651,681	$ -	$ 15,000	$ -	$ 297,485	$ 297,485
	$ 5,446,423	$ 3,065,615	$ 119,949	$ 95,598	$ (2,462,746)	$ 297,485	$ (2,165,261)
General revenues							
Property taxes					$ 1,591,610	$ -	$ 1,591,610
Local option tax					100,714	-	100,714
Impact fees					14,121	25,215	39,336
Unrestricted federal/state shared revenues					662,939	-	662,939
Unrestricted grants and contributions					-	600	600
Unrestricted investment earnings					4,668	14,149	18,817
Miscellaneous					62,218	7,426	69,644
Gain/(loss) on sale of capital assets					3,736	2,500	6,236
Total general revenues and transfers					$ 2,440,006	$ 49,890	$ 2,489,896
Change in net position					(22,740)	347,375	324,635
Total net position reported July 1, 2013					$ 5,122,863	$ 18,120,027	$ 23,242,890
Total net position-June 30, 2014					$ 5,100,123	$ 18,467,402	$ 23,567,525

AFFORDABLE HOUSING PROJECT (01:36:26)-This agenda item was presented by City Planner Kyle Roberts and Housing Solutions Developer Alex Burkhalter. This project would utilize the Housing Tax Credit, a Federal Government subsidy for affordable housing. The proposed housing project, Polson Landing, would be constructed in Ridgewater Subdivision. Mr. Burkhalter gave a proposal during the July 20, 2015 Commission meeting. This project would consist of a 35 unit development. The Montana HDC approves only four or five applications for these projects a year. The application deadline is October 5, 2015. The City is being asked to write a letter of support, send a representative to Helena, MT on November 9, 2015 to address the MT HDC Board in support of the project, a reduction in the parking requirements, provide a soft loan to pay the Impact Fees with. The City would grant the loan and then payment in full would be completed in 17 years. The projects are awarded in January 2016. The Commissioners and Mayor had questions and concerns on; the federal tax credit being requested, the

property tax exemption, the soft loan request, and the P.I.L.T. (Payment in lieu of taxes). The price to build per unit is $177,000.00. Public Comment: **Hans Lund** commented that for $180,000.00 a home could be built and would contribute property tax to the City. **Tracy Scherick** commented that she manages a 20 unit/2 bedroom apartment and that the proposed project would be in direct competition with her apartments for tenants. Tracy also had concern about the property taxes. **Dave Sheesley** commented that in his experience with this type of development, the apartments fill up with out of state tenants. If the taxes are deferred who will pay for the schools, the new sewer treatment plant, streets repair. **Lee Manicke** commented that he agreed with Mr. Lund. A single family home would be a better build. The soft loan would put the City in a position of essentially a second mortgage. Lakeview Village and Cherry Hill apartments, low income housing, pay property taxes. Mr. Manicke commented that if the City writes a letter of support he will write a letter of opposition. **Dennis Duty** commented that he understands this is a real dilemma. The real question is the need. What is the need of the community? Mr. Duty would like to see another development in Ridgewater Subdivision it is a good location for this development. Hopefully a negotiation can be made. There are benefits to this development too. Mayor Knutson thanked everyone for their comments. Commissioner Turner commented that he is opposed to this project. Mayor Knutson asked Mr. Burkhalter if he would return to the September 21, 2015 meeting with additional information on the need of affordable housing in Polson. Mayor Knutson also asked if there would still be time to send an application if the decision was made at the September 21st meeting. Mr. Burkhalter answered yes, there would be time. Mayor Knutson summarized the discussion; the vote would be tabled, Mr. Burkhalter would have a mini-market study, Kyle would research availability comparison, a letter of support, send a representative, no soft loan, P.I.L.T. or the property stays on the tax roll. **Commissioner Southerland motion to table the item until September 21st meeting. Commisisoner Erickson second.** City Commission discussion: none Public comment: none **VOTE: 6 ayes 1 nay. Motion Carried**

APPROVE AN ORDINANCE TO AMEND SECTION 2.05.510 TO CLARIFY THAT NO SEPARATE AGENCY IS CREATED FOR POLSON URBAN RENEWAL (02:47:52)-City Manager Shrives presented this agenda item. During the Fiscal Year 2014, auditor Jennifer Cote was asked to audit the Polson Redevelopment Agency. This ordinance is to amend the Municipal Code to clarify that no separate agency is created for the Polson Redevelopment Agency. **Commissioner Erickson motion to approve the first reading of an ordinance to amend Section 2.05.510 of the Municipal Code to clarify that no separate agency is created for Polson Urban Renewal. Commissioner Southerland second.** City Commission discussion: none Public Comment: none **VOTE: Unanimous Motion carried**

POLSON REDEVELOPMENT AGENCY PROJECT RECOMMENDATION (02:50:00)-this agenda item was presented by Polson Redevelopment Agency President Ken Avison. This agenda item was to seek permission to move ahead with the pavement of the gravel area at Salish Point in front of the new dock. If approval to proceed is given, then the next step will be to obtain bids for the pavement. **Commissioner Turner motion to approve direction to begin the research project. Commissioner Southerland second.** City Commission discussion: Commissioner Siler questioned whether the funds were available to do the project. Public Comment: **City Finance Officer Cindy Dooley** commented that there was enough money to do this project but this would be the only project that will be able to be completed. **VOTE: Unanimous Motion carried**

APPROVE TSEP INFRASTRUCTURE PLANNING GRANT APPLICATION (02:59:22)-City Manager Mark Shrives presented this agenda item. This application is for grant monies to put toward future Water projects. There is $15,000.00 from TSEP and $10,000.00 from DNRC. The City would be required to a $30,000.00 match to these two. **Commissioner Southerland motion to approve a Resolution authorizing submission of a TSEP Planning Grant application. Commissioner Erickson**

second. City Commission discussion: none Public comment: none **VOTE: Unanimous motion carried**

AWARD OF WASTEWATER TREATMENT LAGOON CELL #1 BIO-SOLIDS REMOVAL PROJECT (03:01:56)-City Manager Shrives presented this agenda item. There were two bids submitted for this project. The bid from Sandry Construction came in at $88,500.00. Bjorn Johnson Construction bid was $148,000.00 Pending a final review the staff is recommending Sandry Construction be awarded the bid. **Commissioner Turner motion to award the bid for the Wastewater Treatment Lagoon Cell #1 Bio-solids Removal Project to Sandry Construction. Amount of Bid is $88,500.00 Award is contingent pending final approval of funding agencies and completion of reference check. Authorization is given to the City Manager to execute all necessary contracts. Commissioner Campbell second.** City Commission discussion: none Public comment: none **VOTE: Unanimous Motion carried**

(03:04:46) Mayor Knutson, "Next we are on to recess for a personnel Executive Session. This matter concerns the City Manager Contract. A committee was formed to review the contract and we are now prepared to discuss this with full Commission discussion with the City Manager. I have determined that the interest of the public and the knowledge of this contract clearly outweighs the interest of the employee's privacy. However, the City Manager has the right to request that the discussion of the contract be closed as a matter of personnel privacy and if he exercises that right, the discussion will be closed. However, I also want to note that prior to the signing of a contract a proposed contract will be presented as an agenda item at a City Commission meeting in order for the public to have an opportunity to comment. A contract agreement will be voted on by the full Commission in a public Commission meeting. If the discussion is closed, upon its completion the Commission will reconvene into open session only to determine the action versus full minutes and to adjourn. I expect that the discussion will take approximately 30 minutes. I would like to now turn to our City Manager and ask if he would wish for the session to be closed." City Manager Shrives, "I do." Mayor Knutson, "Okay. Thank you. With that then we will go ahead and recess."

Recess (03:05:53) 10:06 p.m.

Reconvene (03:05:59) 11:08 p.m.

(03:06:03) Mayor Knutson asked the Commission if there were any items that needed full minutes or will action minutes suffice. Commissioner Turner requested that Agenda Item 5I be full minutes.

Adjourn. (03:07:05) Commissioner Southerland motion to adjourn. Commissioner Erickson second. Commission discussion: none Public Comment: none **VOTE: Unanimous Motion carried.**

ADJOURN: 11:08 p.m.

_____ **ATTEST:**_____

Heather Knutson, Mayor **Cora E. Pritt, City Clerk**

CITY OF POLSON
CITY COMMISSION AGENDA ITEM SUMMARY

Agenda Item Number: 7 **(MOTION) Polson Development Code**
Meeting Date: September 9, 2015
Staff Contact: Mark Shrives

AGENDA ITEM SUMMARY: Provide Direction for City Staff regarding Polson Development Code. **Please see bold text within document for updates to the original document.**

BACKGROUND: The City and County for several years has been working cooperatively drafting a new Polson Development Code. The current 1993 document is outdated and does not address many of the pressures and changes in development practices and techniques that have changed over the last 20 years. Over the last year, there have been public hearings held reviewing the final draft of the development code. At the same time, the County Commissioners have become more engaged in the process and have raised several issues as they have begun a more thorough review. Their involvement and interest is a good sign, but it has come very late in the process and now may throw a process that has been going on for several years back even further based on the recent concerns they have expressed. See email from Gale Decker, Chair of the Lake County Commissioners (Attachment 1).

ANALYSIS: In a previous meeting, you were provided options by the Dave DeGrandpre, the consultant who has been working on this project. In his memo (Attachment 2), he saw two options available; wait for the County Commissioners to complete their and their legal team review, or to abandon the City County Planning Board structure, form a City Planning Board and adopt the new development code only within the City of Polson.

As staff has further reviewed our options, there may be another path to be followed to achieve both the City and County goals. I have not yet fully confirmed this with the City Attorney or our project planning consultant, but I have had some initial discussions with them and feel this may be a viable solution.

It is staff's our feeling we should encourage the County to maintain the City County Planning Board and its review of the developments in the separate jurisdictional areas. There is nothing wrong or difficult if the County has different performance standards than the City. Currently, the County is not experiencing very much pressure in planning and the current code seems to meet their needs. However, Polson is finding itself trying to address problems and issues that arise because of development pressure and the current City code was never designed to handle the depth and breadth of anticipated growth. An excellent example of some of these issues is the presentation involving Polson Landing. Many of the issues they have raised and are asking for relief of, have already been corrected in the new development code. The City can move toward our own performance standards and still work very cooperatively with the County along our exterior boundary. As the doughnut area in the County is currently zoned it needs the standards set by the county as a part of its comprehensive planning effort. We need ours. The County needs more time to consider the needs of its citizenry and so it makes sense that they would continue to analyze and review the development code for the County. The City has spent a great deal of time, money and effort to deliver a product that works for its citizens. It is time to move to adopt the proposed development code for the City.

Update – 9/21/15

The City Manager met with the County Commissioners on September 16, 2015. At the meeting the options of moving forward separately with the Development Code was discussed. The agreed upon approach was outlined as follows:
Regarding the Update to the Development Code

1. **The County is still working through their review process with their MACO Attorneys and with the County Planning Department. In addition, the County has recently hired a new civil attorney who will also need time to review the code. At this time, it is unclear as to how long that review will take.**
2. **The City has a desire to move forward and adopt the current draft of the new development code**
3. **In order to allow both entities the opportunity to complete their objectives, it was proposed that:**
    a. **The City move forward and adopt the new development code with jurisdiction in the City**
    b. **While the County conducts their review, they will handle any applications that might come in using the currently adopted 1996 Development Code (it was noted there are very few application received by the County that require use of the Development Code), but by keeping the 1996 Code in place, it will allow the current standards and zoning to remain intact until the County completes its review.**
4. **We also agreed that the City – County Planning Board would remain intact and would meet as it has always met to review and make recommendations on City applications (using the new City Development Code) and County applications (using the 1996 Development Code)**
5. **The City County Planning Board will also be involved in reviewing and making a recommendation to the City Commission on the new City Development Code**
6. **At an undetermined point in time, which will be primarily driven by the County review process, the City and County Planning Departments will reengage and work to meld the new City Code and the updates that will have been identified by the County after your vetting process has been completed.**

Complete email is attached as Attachment 1

FINANCIAL CONSIDERATIONS: The City can no longer continue to fund the entire project, especially considering the desire by the County to continue to review the new code with their legal team. In addition, as referenced in Commissioner Decker's letter, the County will not be contributing any funds to the completion of the project. In order to complete the City portion of the project by the end of the year, an additional $2000 has been budgeted in this year's budget.

Update 9/21/15

Dave DeGrandpre will provide an updated budget for the City to move forward with a separate Development Code

STAFF RECOMMENDATION:

1. The City of Polson should move forward and adopt a 2015 Polson Development Code that address development within the city limits of Polson

SUGGESTED MOTION: *NO MOTION NEEDED DIRECTION TO MOVE FORWARD ONLY*

ATTACHMENTS:

1. Email between Mark Shrives and Gale Decker

Mark Shrives

From: Gale Decker <gdecker@lakemt.gov>
Sent: Wednesday, September 16, 2015 2:49 PM
To: Mark Shrives
Subject: RE: Development Code Meeting Follow Up

Mark,

I'm happy we could resolve this issue. In our opinion, what you have written as a summary is correct.

Thanks, Gale

From: Mark Shrives [mailto:citymanager@cityofpolson.com]
Sent: Wednesday, September 16, 2015 11:36 AM
To: Gale Decker
Cc: 'City of Polson Planner'; Ann Brower; Bill Barron; LaDana Hintz; 'Dave DeGrandpre'; cityattorney@cityofpolson.com
Subject: Development Code Meeting Follow Up

Gale,

Thanks for the meeting with you and Ann today. I'm glad we were able to find a resolution that I think will work for both the City and the County.

I just want to recap our discussion this morning so that I ensure I am properly representing what we ended up agreeing to today.

Regarding the Update to the Development Code

1. The County is still working through their review process with their MACO Attorneys and with the County Planning Department. In addition, the County has recently hired a new civil attorney who will also need time to review the code. At this time, it is unclear as to how long that review will take.
2. The City has a desire to move forward and adopt the current draft of the new development code
3. In order to allow both entities the opportunity to complete their objectives, it was proposed that:
    a. The City move forward and adopt the new development code with jurisdiction in the City
    b. While the County conducts their review, they will handle any applications that might come in using the currently adopted 1996 Development Code (it was noted there are very few application received by the County that require use of the Development Code), but by keeping the 1996 Code in place, it will allow the current standards and zoning to remain intact until the County completes its review.
4. We also agreed that the City – County Planning Board would remain intact and would meet as it has always met to review and make recommendations on City applications (using the new City Development Code) and County applications (using the 1996 Development Code)
5. The City County Planning Board will also be involved in reviewing and making a recommendation to the City Commission on the new City Development Code
6. At an undetermined point in time, which will be primarily driven by the County review process, the City and County Planning Departments will reengage and work to meld the new City Code and the updates that will have been identified by the County after your vetting process has been completed.

Please let me know if I have captured everything as we discussed today. I plan to present this information to the City Commission on Monday night (September 21st) at which time they will be able to decide if they want to move forward with this arrangement.

Attachment 1
Pg 1 of 2

Again, thanks for today's meeting. I think it is a good solution for both the City and the County.

Mark Shrives
City Manager
City of Polson, MT

(406) 883-8207

Attachment 1
Pg 2 of 2

CITY OF POLSON
CITY COMMISSION AGENDA ITEM SUMMARY

Agenda Item Number: 8
Subject: Approve Ordinance No. 2015-009 to Amend Section 2.05.610 of City of Polson Municipal Code
Meeting Date: September 21, 2015
Staff Contact: City Manager Mark Shrives

AGENDA ITEM SUMMARY: This Agenda Item requests approval of the second reading of Ordinance No. 2015-009 amending Section 2.05.610 of the Municipal Code to clarify that no separate agency is created for Polson Urban Renewal Agency **(Attachment 1).**

BACKGROUND: During this year's annual audit, our auditor was asked to conduct a separate audit of the Polson Redevelopment Agency, which was created as part of adopting an urban renewal plan in March 1998. The specific audit findings are attached (Attachment 2)

ANALYSIS: Upon review of City documents when the Polson Redevelopment Agency was created, it appeared it was not the intent of the City Council at the time to create a separate agency.

> ***Update for September 21, 2015 Meeting:*** **After speaking with the City Attorney, his opinion is that the ordinance as written is the appropriate mechanism needed to make the changes to the City Municipal Code. After passage of the ordinance, then the actual language changes and intent can be made to the actual Urban Development Plan document that was previously created. There are no changes required to the actual ordinance.**

FINANCIAL CONSIDERATIONS: None

STAFF RECOMMENDATION: Adopt Ordinance No. 2015-009 to amend section 2.05.510 of the Municipal Code to clarify that no separate agency is created for Polson Urban Renewal

SUGGESTED MOTION: ***I MOVE TO APPROVE THE SECOND READING OF ORDINANCE NO. 2015-009 TO AMEND SECTION 2.05.510 OF THE MUNICIPAL CODE TO CLARIFY THAT NO SEPARATE AGENCY IS CREATED FOR POLSON URBAN RENEWAL***

ATTACHMENTS:

1. Ordinance

ORDINANCE # 2015-009

AN ORDINANCE TO AMEND SECTION 2.05.510 TO CLARIFY THAT NO SEPARATE AGENCY IS CREATED FOR POLSON URBAN RENEWAL

WHEREAS, the City Commission of Polson has been requested by its auditor to clarify its intentions in the creation of the urban renewal board and to define its role in the administration of the urban renewal planning

WHEREAS, the Commission has never intended by its actions or statements to create a separate agency for urban renewal and seeks to minimize the costs of the improvements by administering and accounting within the existing departmetns and personnel of the city;

WHEREAS, it appears in the best public interest that the following ordinance be amended to clarify the Commissions intentions for the urban renewal planning of the City of Polson.

NOW, THEREFORE, BE IT ORDAINED by the City of Polson that the following section of the Ordinances of the City of Polson be amended:

Sec. 2.05.510. Creation; powers and duties.

The city commission shall by resolution or ordinance create an urban renewal board or economic development district board to exercise any of the powers authorized pursuant to Title 7, Chapter 15, Parts 42 and 43, MCA which are specifically authorized for that board by the city commission. The city elects not to create a separate agency for purposes of administration of these sections and to assign the project powers to the urban renewal board, with final approval by the city commission Furthermore, the financial and accounting functions of the urban renewal process are assigned to the finance department of the City, as authorized by MCA 7-15-4232.

The clerk is hereby instructed to codify this Ordinance and to place the same in the Book of Ordinances of the City of Polson.

Date: 09/09/15
First Reading: 7 ayes ____nays ____abstentions

Date: 09/21/15
Second Reading: ____ayes ____nays ____abstentions

Effective Date: _____

_____
Mayor Heather Knutson

Attest:

_____
City Clerk Cora E. Pritt

CITY OF POLSON
COMMISSION AGENDA ITEM SUMMARY

Agenda Item Number: __9 (Motion) An Ordinance to adopt an Ordinance to adopt Chapter 14, Fire Prevention and Protection Articles 1, In General, Article 2 Fire Code, Article 3 Offenses concerning Firefighting Operations, Article 4. Open Burning, Article 5. Fireworks, and Article 6. To the City of Polson Book of Ordinances.
Commissions meeting Date: September 21, 2015
Staff Contact: Mark Shrives.

AGENDA ITEM SUMMARY: This Agenda Item requests City Commission adoption of An Ordinance to adopt Chapter 14, Fire Prevention and Protection Articles 1, In General, Article 2 Fire Code, Article 3 Offenses concerning Firefighting Operations, Article 4. Open Burning, Article 5. Fireworks, and Article 6. To the City of Polson Book of Ordinances.

BACKGROUND: Several months ago it was proposed to review and recodify the City of Polson Municipal Code. Rather than rewrite the entire code and then adopt all of the code at one time, based on staff recommendation, the City Commission directed that we move forward with the recodification process and adopt the new code in pieces when completed.

ANALYSIS: City staff has also reviewed the additions and changes and have provided their input.

FINANCIAL CONSIDERATIONS: None

STAFF RECOMMENDATION: Staff recommends approval of the 1st reading of the Ordinance

SUGGESTED MOTION: ***I make a motion to approve the 1st reading of the Ordinance Chapter 14, Fire Prevention and Protection Articles 1, In General, Article 2 Fire Code, Article 3 Offenses concerning Firefighting Operations, Article 4. Open Burning, Article 5. Fireworks, and Article 6. To the City of Polson Book of Ordinances.***

ATTACHMENTS:

1. Ordinance with Chapter 14, Articles 1,2,3,4,5&6

ORDINANCE Ord #_____

AN ORDINANCE TO ADOPT
CHAPTER 14. ARTICLES 1-6. FIRE PREVENTION AND PROTECTION
TO THE CITY OF POLSON BOOK OF ORDINANCES

WHEREAS, the City Commission of Polson has determined that it is in the best interests of the citizens of Polson to reestablish, rewrite and reauthorize the Ordinances of the City;

WHEREAS, the Commission recognizes the most expeditious way of adopting such Ordinances is by adoption in a near sequential manner over a term of months to give the Commission and the public time to review the material;

WHEREAS, it appears in the best public interest that the following ordinances be adopted for the City of Polson;

NOW, THEREFORE, BE IT ORDAINED by the City of Polson that the following Articles of the Ordinances of the City of Polson be adopted in full as attachments hereto:

CHAPTER 14. FIRE PREVENTION AND PROTECTION

ARTICLE 1. - IN GENERAL
ARTICLE 2. - FIRE CODE
ARTICLE 3. - OFFENSES CONCERNING FIREFIGHTING OPERATIONS
ARTICLE 4. - OPEN BURNING
ARTICLE 5. - FIREWORKS
ARTICLE 6. - RESERVED

The clerk is hereby instructed to codify this Ordinance and to place the same in the Book of Ordinances of the City of Polson.

Date:_____
First Reading: ____ayes ____nays ____abstentions

Date:_____
Second Reading: ____ayes ____nays ____abstentions

Effective Date: _____

_____
Mayor

Attest:

_____
City Clerk

CHAPTER 14. FIRE PREVENTION AND PROTECTION

ARTICLE 1. - IN GENERAL
ARTICLE 2. - FIRE CODE
ARTICLE 3. - OFFENSES CONCERNING FIREFIGHTING OPERATIONS
ARTICLE 4. - OPEN BURNING
ARTICLE 5. - FIREWORKS
ARTICLE 6. - RESERVED

ARTICLE 1. IN GENERAL

Sec. 14.01.010-14.01.099. Reserved

ARTICLE 2. FIRE CODE

Sec. 14.02.010. International Fire Code.
Sec. 14.02.020. Fire code board of appeals.
Secs. 14.02.030 – 14.07.099 Reserved.

Sec. 14.02.010. International Fire Code.

A. *Adoption by reference of the International Fire Code.*

1. The current edition of the International Fire Code together with any supplements, adopted by the Fire Prevention and Investigation Bureau of the Montana Department of Justice (or its successor), as set out in the Administrative Rules of Montana, and as amended from time to time by the Bureau, are adopted by reference and incorporated in this article as if set forth in full, with the additions, amendments, and deletions enumerated within the Administrative Rules, except as may be noted in this article, by future administrative order, or by any regulations not applicable to local government jurisdictions.

2. One copy of the current edition of the code shall be kept on file in the office of the City Clerk of the City of Polson at 106 First Street East, Polson, MT, and one copy shall be kept on file in the office of the Polson Fire Department at the above address.

3. Any amendments adopted by the Fire Prevention and Investigation Bureau which apply to local government jurisdictions, including the adoption of the latest editions of the International Fire Code or applicable Administrative Rules of Montana shall become effective upon execution of an administrative order of the city manager unless a different effective date is specified in the administrative order.

4. A copy of the amendment notification and the corresponding new edition will be kept in the office of the city clerk, and the city fire department.

5. The International Fire Code, Administrative Rules of Montana, as adopted in subsection A.1 of this section, are applicable within the city limits.

B. *Violation; penalty.*

1. Any person, firm, business or corporation, who erects, constructs, reconstructs, enlarges, alters, repairs, moves, improves, removes, converts, equips, uses, changes the use of, occupies or maintains any building or structure in violation of any provision of this code shall be guilty of a misdemeanor criminal offense punishable by a fine not to exceed $500.00, or be imprisoned in the county jail for a term not to exceed six months, or both. Each day the violation is allowed to continue shall be deemed a separate chargeable criminal offense.

2. Any damages caused or injuries sustained as a result of any violation of this article shall be ordered paid as restitution as a part of any conviction for any violation.

3. The court may order the reimbursement of costs of enforcement, investigation, fire suppression services, overtime and prosecution related to a violation upon conviction.

Sec. 14.02.020. Fire code board of appeals.

A. *Creation.* The city commission of the city shall appoint an ad hoc fire code board of appeals, hereinafter referred to as the "board," and designate the board to determine the suitability of alternate materials and types of construction under the International Fire Code and to provide reasonable interpretation of the International Fire Code, as adopted by the city.

B. *Membership; meetings.*

1. The board shall consist of five members, appointed by the city commission, who are qualified by experience and training to pass upon pertinent matters. Each member may be reappointed without limitation on the number of reappointments. The fire chief shall be an ex officio member and shall act as secretary of the board.

2. Initial terms of office shall be as follows: one appointed for one year, two appointed for two years and two appointed for three years. Succeeding appointments shall be for a period of three years.

3. Vacancies shall be filled in the same manner as original appointments for the balance of the term remaining.

4. Persons of legal age may be appointed to the board. A majority of the board shall be residents of the city. Nonresident members of the board shall live within the zoning jurisdictional area and shall have some interest in the city by virtue of working in the city, owning property in the city or entering the city frequently for any lawful purpose.

5. Members shall serve without compensation for their time and services.

6. Meetings of the board shall be conducted in accordance with all applicable rules and regulations of the city and the minimum bylaw provisions adopted by the board and approved by the commission.

7. The board shall hear appeals not more than 30 days after filing thereof, and render all decisions and findings in writing to the fire chief, with a copy to the appellant.

8. Any expenses incurred must first be approved by the city commission.

Secs. 14.02.030 – 14.07.099 Reserved.

ARTICLE 3. OFFENSES CONCERNING FIREFIGHTING OPERATIONS

Sec. 14.03.010. False alarms and tampering with fire alarm boxes prohibited.
Sec. 14.03.020. Taking or damaging fire apparatus prohibited; exception.
Sec. 14.03.030. Taking fire apparatus for private use or outside city prohibited.
Sec. 14.03.040. Fire area limits; private citizens to help extinguish fires.
Sec. 14.03.050. Firefighting operations; destruction of property authorized when.
Sec. 14.03.060. Hindering firefighting operations prohibited.
Sec. 14.03.070. Abatement of fire hazard nuisances caused by structures.
Sec. 14.03.080. Abatement of nonstructural fire hazard nuisances.
Secs. 14.03.090 – 14.03.199 Reserved.

Sec. 14.03.010. False alarms and tampering with fire alarm boxes prohibited.

No person shall willfully use any fire alarm box, or telephone, or any means whatsoever for transmitting or sending in to the fire department an alarm of fire which such person knows to be false; nor shall such person willfully tamper with, or injure or destroy any such fire alarm box or any of the equipment thereof. No person shall negligently allow false fire alarm reports to be transmitted or sent which results in the mobilization of fire department resources to the report area. Costs of response for willfully or negligently transmitting or sending such false report shall be billed and paid by the responsible party or landowner.

Sec. 14.03.020. Taking or damaging fire apparatus prohibited; exception.

It is unlawful for any person or persons to take out or remove from the fire stations of the city, where the same are kept, any ladders, trucks, hose, hose cart or any other fire apparatus, except in case of fire, or under the direction of the chief of the fire department; nor shall any person or persons mar, deface or in any manner injure any of the fire apparatus used by the fire department. Any person violating any of the provisions of this section shall be guilty of a misdemeanor.

Sec. 14.03.030. Taking fire apparatus for private use or outside city prohibited.

Any officer in command of the fire department who suffers the engine or other fire apparatus, the property of the city, to be taken beyond the city limits, without permission of the city manager or under a duly authorized mutual or automatic aid agreement, shall be guilty of a misdemeanor. If any person having charge of any engine or other fire apparatus, the property of the city, suffers the same to be applied to private use without permission of the city manager, such person shall be guilty of a misdemeanor.

Sec. 14.03.040. Fire area limits; private citizens to help extinguish fires.

The chief of the fire department may prescribe limits in the vicinity of a fire within which no person, except those residing therein, members of the fire department, members of the police

force, or those admitted by the chief of the fire department, or the chief's subordinates, shall be permitted to respond.

The chief of the fire department, when in the chief's judgment the same is necessary, may call upon any person present to assist the firefighters in their duties, or to assist in extinguishing any fire, and any such person so called upon who refuses or neglects to so assist, unless physically incapacitated, shall be guilty of a misdemeanor.

Sec. 14.03.050. Firefighting operations; destruction of property authorized when.

The chief of the fire department, or in the chief's absence anyone acting in the chief's capacity, may, during the progress of any fire, whenever in the chief's judgment it becomes necessary in order to check or control the same, order any fence, building or structure to be cut or torn down and removed. The chief of the fire department shall, with the consent of the city manager, have power to cause any building or structure to be blown up for the purpose of checking or extinguishing the fire, and may tear down any portion of any building which may remain after a fire if, in the chief's judgment, such portion of any building so remaining standing shall be dangerous to persons or property.

Sec. 14.03.060. Hindering firefighting operations prohibited.

Any person who willfully interferes or hinders any city officer or firefighter in the performance of such officer's or firefighter's duty at, going to, or returning from any fire, or while attending to the officer's or firefighter's duties as a member of the fire department, or who willfully or negligently drives any dray, wagon, streetcar, locomotive, train of cars or other vehicle across, or along or upon any hose, or who willfully cuts, defaces, destroys or injures any telegraph wire or pole, or signal box, or any of the property belonging to or connected with the fire department, or any fire alarm telegraph, shall be deemed guilty of a misdemeanor.

Sec. 14.03.070. Abatement of fire hazard nuisances caused by structures.

Any and all buildings, ruins, chimneys, flues, boilers, walls, remains of burned buildings or other constructions within the city limits which, by reason of their construction or condition, are in danger of being set on fire, or are in any manner a menace to adjoining property or to the public generally, are each hereby declared to be a nuisance. It shall be the duty of the chief of the fire department to examine all such, and, for such purpose, may enter any building within reasonable hours, and if in the chief's opinion any nuisance, as defined by this article, shall exist, the chief of the fire department shall notify the owner or owners to abate such nuisance forthwith.

In case the owner of any premises upon which a nuisance exists fails or refuses to abate such nuisance, after being notified as aforesaid, the chief of the fire department shall report the facts in relation thereto to the city commission. If the city commission finds that such nuisance exists, it may direct the chief of police or city manager to abate such nuisance. The expense thereof shall be reported by such officer so abating same to the commission, to be an item of special assessment, which may be assessed against the premises as in case of special assessment of taxes. The owner of such premises, permitting any such nuisance to remain after being notified, shall be deemed guilty of a misdemeanor.

Sec. 14.03.080. Abatement of nonstructural fire hazard nuisances.

It shall be the duty of the chief of the fire department to inspect all streets and alleys, cellar ways, back lots, woodsheds and all other places within the city limits where shavings, straw, waste or other combustible material may or does accumulate, and to order instant removal of such material, if any is found, by the person responsible, or by the person upon whose premises the same may be located.

Upon the refusal of any such person so notified to abate the nuisance created by such combustible material so being in such place, the person so refusing shall be deemed guilty of maintaining a nuisance, and upon conviction thereof shall be fined as for a misdemeanor.

Secs. 14.03.090 – 14.03.199 Reserved.

ARTICLE 4. OPEN BURNING

Sec. 14.04.010. Definitions.
Sec. 14.04.020. Permit; when required; fees.
Sec. 14.04.030. Other burning allowed with a permit.
Sec. 14.04.040. Materials prohibited for open burning.
Sec. 14.04.050. Burn barrels prohibited.
Sec. 14.04.060. Permit holder responsibilities.
Sec. 14.04.070. Safety conditions.
Sec. 14.04.080. Enforcement; penalties.
Secs. 14.04.090 – 14.04.199 Reserved.

Sec. 14.04.010. Definitions.

A. The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

1. "Best available control technology" means those techniques and methods of controlling emissions of air contaminants from an open burning source and that limits those emissions to the maximum degree taking into consideration impacts on energy use, the environment, the economy, and any other costs, including the cost to the source, including, but not limited to:

a. Scheduling burning during periods and seasons of good ventilation;

b. Considering atmospheric dispersion forecasts;

c. Utilizing predictive modeling results from the Montana Department of Environmental Quality to minimize smoke;

d. Limiting the amount of burning to be performed during any one period of time;

e. Using ignition and burning techniques that minimize smoke production;

f. Selecting fuel preparation methods to minimize dirt and moisture content;

g. Promoting fuel arrangements that create an adequate air to fuel ratio;

h. Prioritizing burns as to air quality impact and assigning control techniques accordingly; and

i. Promoting alternative treatments and uses of materials so that they do not have to be burned.

2. "Major open burning" means open burning that, on a statewide basis, will emit more than 500 tons of carbon monoxide or 50 tons of any other pollutant regulated under title 17, chapter 8, Administrative Rules of Montana (ARM), in a calendar year, except hydrocarbons. Major open burning requires a permit from the state.

3. "Minor open burning" means open burning that emits less pollutant than "major open burning" and must comply with this article, any other applicable state, federal, or county law including the ARMs and uses the best available control technology (BACT).

4. "Open burning" means the burning or combustion of any material directly in the open air or in a receptacle other than a furnace, multiple chambered incinerator, or a wood waste burner commonly used by the wood products industry.

Sec. 14.04.020. Permit; when required; fees.

A. For burning between the periods of March 1 through November 30, a county or tribal open burn permit must be obtained prior to engaging in any open burning within the city limits. When limits for atmospheric conditions or hours restrict burning, these limits will be designated in the permit restrictions.

B. For any major open burning during any time of the year or for open burning during the months of December, January, and February a person may make a written application to the state department of environmental quality or tribal authorities for permission to burn.

C. Where burning is conducted on public property or the property of someone other than the permit applicant within the city limits, the permit applicant will obtain a burn permit as well as written permission from the owner or the owner's authorized agent.

D. The fees for the permits will be set in accordance with a schedule adopted by the Lake County Board of County Commissioners or tribal fire management .

Sec. 14.04.030. Other burning allowed with a permit.

Essential agricultural open burning on a farm or ranch is allowed during the months of March through November with a burning permit and only for the purposes of eliminating excess vegetative matter from irrigation ditches or cultivated fields or improving range conditions or wildlife habitat when no reasonable alternative method of disposal is available.

Prescribed wild land open burning, if conducted on forest land or relatively undeveloped rangeland, is allowed with a burning permit only for the purpose of improving wildlife habitat or range conditions; reducing fire hazards from forestry practices; controlling forest pests and diseases; promoting forest regeneration; or promoting other accepted forest practices.

Sec. 14.04.040. Materials prohibited for open burning.

A. Open burning within the city limits is totally prohibited for:

1. Food wastes;

2. Styrofoam, plastic wastes and other materials generating noxious odors;

3. Poultry litter, animal droppings, dead animals or dead animal parts;

4. Rubber materials including, but not limited to, tires;

5. Treated lumber and timbers;

6. Pathogenic wastes;

7. Asbestos or asbestos-containing materials;

8. Materials resulting from salvage operations to reclaim or salvage any product or material, except materials from the forest practice commonly referred to as a salvage cut in timber harvesting;

9. Hazardous wastes, which are a waste or combination of wastes that, because of the quantity, concentration, or physical, chemical or infectious characteristic, if any, cause or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness; or pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or disposed of or otherwise managed as defined in the Code of Federal Regulations; and

10. Any other materials specifically prohibited by Montana Code Annotated and the ARMs.

Sec. 14.04.050. Burn barrels prohibited.

The use of burn barrels is totally prohibited within the city limits.

Sec. 14.04.060. Permit holder responsibilities.

A. A permit holder must call the county open burning number or tribal fire management each day burning is planned at least 30 minutes before the planned burn and give the following information:

1. Name, permit number, and phone number;

2. Material to be burned;

3. Starting time of burning, during daylight hours;

4. Location of burn;

5. The number of acres to be burned.

B. Before setting a fire, permit holders must ensure that adequate fire suppression equipment and personnel are present for fire control for the duration of the burn. The permit holder will not leave the immediate fire area until the fire has completely burned out, with no remaining embers or smoke.

C. The permit holder may delegate any of these duties to a designated responsible person; however, the permit holder is ultimately responsible for any violations.

Sec. 14.04.070. Safety conditions.

A. No fire shall be set if wind or weather conditions make it hazardous to burn. If wind or other weather conditions change making the fire hazardous, the fire must be extinguished as quickly as possible.

B. When there is high fire danger, because winds or other conditions make burning hazardous, or when fire suppression resources are not available, permits may be temporarily suspended until good ventilation exists and to allow assignment of burn priorities, if others request permission to burn on the same day.

C. The city fire chief may close or restrict open burning when necessary. All permit holders must extinguish fires upon request of any city or county law enforcement officer or firefighter. Failure to do so will be a violation of this article.

Sec. 14.04.080. Enforcement; penalties.

The city police department has the authority to investigate complaints and issue written notices of violation, orders to take corrective action, and citations to enforce this article.

Secs. 14.04.090 – 14.04.199 Reserved.

ARTICLE 5. FIREWORKS

Sec. 14.05.010. Definitions.
Sec. 14.05.020. When this article does not apply.
Sec. 14.05.030. Public display permitted when.
Sec. 14.05.040. Sale and discharge of fireworks.
Sec. 14.05.050. Permits required.
Sec. 14.05.060. General liability insurance required.
Sec. 14.05.070. Enforcement.
Sec. 14.05.080. Violation; penalty.
Secs. 14.05.090 – 14.054.199 Reserved.

Sec. 14.05.010. Definitions.

A. The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

a. "Fireworks" means and includes any combustible or explosive composition or any substance, combination of substances, or article prepared for the purpose of producing a visible or audible effect by combustion, explosion, deflagration, or detonation and includes, but is not limited to, sky rockets, roman candles, dago bombs, blank cartridges, toy cannons, toy canes, or toy guns in which explosives other than toy paper caps are used, the type of balloons which require fire underneath to propel then, firecrackers, torpedoes, sparklers or other fireworks of like construction, any fireworks containing any explosive or flammable compound, or any tablet or other device containing any explosive substance. This definition includes items which contain even small amounts of silver fulminate, potassium nitrate, ammonium perchlorate, or other chemical or pyrotechnical composition intended to produce a pyrotechnic event or effect, even if not classified as a "hazardous material" under federal regulation.

Sec. 14.05.020. When this article does not apply.

A. This article shall not apply to:

1. Fireworks held or sold to a person possessing a valid permit under MCA 50-37-107, and a valid permit issued by the fire chief for the purpose of conducting a supervised public display of such fireworks.

2. Fireworks used by railroads or other transportation agencies for signal purposes or illumination.

3. The sale or use of blank cartridges for a show or theater, for signal or ceremonial purposes in athletics or sports, for use by peace officers, or for use by official military organizations or organizations composed of veterans of the United States armed forces.

4. Toy paper caps containing not more than 0.25 of a grain of explosive composition per cap.

Sec. 14.05.030. Public display permitted when.

A. The fire chief and/or chief of police shall review and inspect all supervised public displays of fireworks, including "display fireworks," by the municipality, fair associations, amusement parks, or other organizations or groups of individuals upon completion of the necessary application and submission of appropriate fees as may be established by resolution of the city commission. A visual site inspection shall occur before any permit is issued. Submission of the application does not guarantee issuance of a permit. All applications under this section shall be made to the fire chief.

B. Each display shall:

a. Be handled by a licensed, bonded pyrotechnic operator to be approved by the fire chief;

b. Be located, discharged, or fired such that the display, in the opinion of the fire chief, shall not be hazardous to persons or property;

c. Clearly post a "NO SMOKING" warning within 50 feet of the staging and discharge area established for the display, and no one may smoke within the defined area.

C. The application for a permit shall be made in writing at least 15 days prior to the date of the display, and shall contain, at a minimum:

a. A map of the proposed display venue, including the temporary storage site, the parking and spectator viewing areas, the fireworks discharge point, location of structures and roads, streets, and alleys within a 1,000-yard radius, overhead obstructions or other hazards;

b. The name of the licensed and bonded pyrotechnic operator along with the operator's qualifications, training and experience, and the names of any assistants for the event;

c. The location of all fire hydrants, water spigots or other access points for water, and all other fire retardants or extinguishers available at or near the venue;

d. Proof of general liability insurance in an amount acceptable to the city, and which includes the city as an additional insured;

e. The name of the association, entity, organization or group and its organizing or supervising board or responsible parties for the event;

f. A complete list of the fireworks intended for use in the display together with their projectile range, if any;

g. The location, date and time of the display and written consent from the landowner; and

h. A detailed safety plan for the event.

D. Upon inspection and issuance of the permit, and only then, sales, possession and use of fireworks for such display as detailed in the permit shall be lawful for that purpose only.

E. Following the public display, the organizers and the pyrotechnic operator shall be responsible for clean-up of the display site, including disposal of all discharged fireworks and all non-discharged or "dud" fireworks in a safe manner.

F. No permit issued under this article shall be subject to transfer.

G. This permit may be revoked by the fire chief when any of the conditions under which the permit was granted change, when a hazardous condition is determined to exist, or when, in the best judgment of the fire chief, such permit must be withdrawn in the interests of public safety, and may include violation of any rule, regulation or requirement of this article.

Sec. 14.05.040. Sale and discharge of fireworks.

A. No individual, firm, partnership, corporation or association shall possess for sale, sell, or offer for sale, at retail, or discharge within the city limits, any fireworks, as defined herein, except as specifically provided in this article.

B. No parent, guardian or custodian of any child under the age of majority shall knowingly permit or consent to the possession or discharge of fireworks by any child under the age of majority without proper supervision. Possession or discharge by any child under the age of majority within the city limits shall be prima facie evidence of the knowing permission or consent of such parent, guardian or custodian.

C. No fireworks may be discharged within the boundaries of or within 300 feet of any public park owned or maintained by the city without a public display permit except as otherwise provided in this article. No fireworks may be discharged upon any public street, alley, road or right-of-way, except as otherwise provided in this article. No fireworks may be discharged within 1,000 feet of any hospital, nursing or assisted living facility. No fireworks may be discharged under or upon a motor vehicle, whether moving or not, or within 300 feet of any gas station, gas, oil or propane storage facility or other area which is highly flammable by nature.

D. Subject to the limitations contained in this article, fireworks, as listed in subsection E of this section, may be discharged within the city limits only on private property of the owner, or with the owner's permission, or on paved city streets which are not arterial streets or collectors when such discharge is in a safe and sane manner, and limited to the July 4 holiday only:

    a. Between 12:00 p.m. July 3 and 12:00 a.m. July 4;
    b. Between 12:00 p.m. July 4 and 1:00 a.m. July 5;
    c. Between 12:00 p.m. July 5 and 12:00 a.m. July 6;

E. and for the New Year's Day holiday only from 11:00 p.m. December 31 until 1:00 a.m. January 1. As used in this subsection, the phrase "safe and sane manner" refers to actions which do not endanger life, limb or property of those in the area of the discharge. Nothing in allowing the discharge of fireworks within the city limits relieves the individual, firm, partnership, corporation or association of its responsibility for any injury or damage caused to individuals or property by the discharge of the fireworks. Any discharge, with or without a permit, is at the individual, firm, partnership, corporation or association's own risk, and is not sanctioned by this article.

F. Permitted fireworks are the following type of Class C "common fireworks" among those listed in federal law:

    a. A cardboard or heavy paper cylindrical tube or cone that:

b. Produces a shower of color and sparks that reach a maximum of 15 feet;

c. May whistle or pop; and

d. Is not designed to explode or leave the ground;

e. A pyrotechnic wheel device:
   i. May be attached to a post or tree; and

   ii. Contains up to six "driver" units or tubes;

f. Any device that:

   i. Spins, jumps, or emits popping sounds when placed on the ground;

   ii. Does not exceed a height of 15 feet when discharged; and

   iii. Does not travel laterally more than ten feet on a smooth surface when discharged;

g. Sparklers under 12 inches in length which do not have a magnesium make-up, glow worms, snakes, party poppers, trick noisemakers; and

h. Certain mortar type aerial devices and multi-shot cakes that are found acceptable by the fire chief.

G. When, in the opinion of the fire chief, drought or other conditions exist which, when coupled with the discharge of fireworks, would pose a hazard to persons or property, the fire chief shall issue a ban on the discharge of all fireworks until such time as the condition causing the ban ceases to exist.

H. Any individual, firm, partnership, corporation or association discharging fireworks under this article shall, upon such discharge, be responsible for clean-up of the discharge site, including disposal of all discharged fireworks, all non-discharged or "dud" fireworks, and the associated debris from the discharged fireworks in a safe manner.

I. It shall be unlawful for any individual, business entity, or association to use any fireworks designed to move vertically within two thousand feet of any part of the Polson Municipal Airport without first notifying the Fixed Base Operator of such intention for use no later than twenty-four hours prior to such use, or to follow any instructions issued by such Operator as to such use.

Sec. 14.05.050. Permits required.

A. All groups and/or individuals engaged in the retail sale of fireworks shall obtain a permit at least 15 days prior to the opening of the retail outlet. Every permit issued for the retail sale of fireworks shall be conditioned on the retailer posting at his place of business, in such locations as may he directed by the Polson Fire Chief, a notice consisting of the terms of 9.18.010 (0) above.

B. All operators shall comply with all regulations set forth by the State of Montana.

C. The permit fee for operation of an outlet for the sale of fireworks shall be as stated in the schedule of fees adopted for the city by resolution of the commission.

D. No permit granted hereunder shall be transferable.

Sec. 14.05.060. General liability insurance required.

A. An individual, firm, partnership, corporation or association planning a public display of fireworks shall provide proof of general liability insurance in an amount acceptable to the city attorney; and which includes the city as an additional insured.

B. Notice to the city shall be given ten days prior to any public display if any insurance policy required under this article is cancelled or subject to non-renewal. Notice shall be provided by the insured and the insurance carrier.

C. A copy of the insurance policy for any public display shall be filed with the city clerk and shall indemnify the city against any damages to private or public property, as well as any injuries to persons, which may be caused by or incident to the public display.

D. Any individual, firm, partnership, corporation or association discharging fireworks without a public display permit shall be deemed to be the responsible party and shall be liable for any damages incurred as the result of such discharge. The individual, firm, partnership, corporation or association insurance policy or policies maintained by the individual or entity discharging the fireworks shall be subject to any claim as a result of such discharge resulting in damage or injury.

Sec. 14.05.070. Enforcement.

A. Any police officer or firefighter may, in the enforcement of this article, seize, impound, remove or cause to be removed, at the expense of the owner, all stocks of fireworks offered for sale, sold, or in the possession of any individual, firm, partnership, corporation or association in violation of this article. Notice of the seizure and the reasons for the seizure shall be reported to the chief of police within 48 hours of the seizure.

B. Fireworks seized under this section may be disposed of in a safe and proper manner by the police department ten days after seizure.

C. Appeal of any seizure shall be filed with the chief of police in writing within five working days of the seizure. The decision of the chief of police on the appeal shall be final.

Sec. 14.05.080. Violation; penalty.

A. Any individual, firm, partnership, corporation or association violating the provisions of this article shall be guilty of a misdemeanor and, upon conviction, shall be

punished by a fine of not less than $100.00 or more than $500.00 for a first offense; a fine of not less than $200.00 or more than $500.00 for a second offense; and a fine of not less than $300.00 or more than $500.00 for a third or subsequent offense. Each day of a violation constitutes a separate offense. In the case of a violation by a firm, partnership, corporation or association, the manager or members of the partnership or responsible officers or agents shall be deemed to be prima facie responsible, individually, and subject to the penalty as provided.

B. Any damages caused or injuries sustained as a result of any violation of this article shall be ordered paid as restitution as a part of any conviction for any violation.

C. The court may order the reimbursement of costs of enforcement, investigation, fire suppression services, and overtime related to a violation upon conviction.

ARTICLE 6. RESERVED

CITY OF POLSON
COMMISSION AGENDA ITEM SUMMARY

Agenda Item Number: 10 (Motion) An Ordinance to adopt Chapter 15, Parks and Recreation Articles 1. General Reserved Article 2 Park Regulations. To the City of Polson Book of Ordinances.
Commissions meeting Date: September 21, 2015
Staff Contact: Mark Shrives.

AGENDA ITEM SUMMARY: This Agenda Item requests City Commission adoption of An Ordinance to adopt Chapter 15, Parks and Recreation Articles 1. General Reserved Article 2 Park Regulations. To the City of Polson Book of Ordinances.

BACKGROUND: Several months ago it was proposed to review and recodify the City of Polson Municipal Code. Rather than rewrite the entire code and then adopt all of the code at one time, based on staff recommendation, the City Commission directed that we move forward with the recodification process and adopt the new code in pieces when completed.

ANALYSIS: City staff has also reviewed the additions and changes and have provided their input.

FINANCIAL CONSIDERATIONS: None

STAFF RECOMMENDATION: Staff recommends approval of the 1st reading of the Ordinance

SUGGESTED MOTION: ***I make a motion to approve the 1st reading of the Ordinance to adopt Chapter 15, Parks and Recreation Articles 1. General Reserved Article 2 Park Regulations. To the City of Polson Book of Ordinances.***

ATTACHMENTS:

1. Ordinance with Chapter 15, Articles 1, and 2

ORDINANCE Ord #_____

AN ORDINANCE TO ADOPT
CHAPTER 15. ARTICLES 1 AND 2. PARKS AND RECREATION
TO THE CITY OF POLSON BOOK OF ORDINANCES

WHEREAS, the City Commission of Polson has determined that it is in the best interests of the citizens of Polson to reestablish, rewrite and reauthorize the Ordinances of the City;

WHEREAS, the Commission recognizes the most expeditious way of adopting such Ordinances is by adoption in a near sequential manner over a term of months to give the Commission and the public time to review the material;

WHEREAS, it appears in the best public interest that the following ordinances be adopted for the City of Polson;

NOW, THEREFORE, BE IT ORDAINED by the City of Polson that the following Articles of the Ordinances of the City of Polson be adopted in full as attachments hereto:

CHAPTER 15. PARKS AND RECREATION

ARTICLE 1. GENERAL-RESERVED
ARTICLE 2. PARK REGULATIONS

The clerk is hereby instructed to codify this Ordinance and to place the same in the Book of Ordinances of the City of Polson.

Date:_____
First Reading: ____ayes ____nays ____abstentions

Date:_____
Second Reading: ____ayes ____nays ____abstentions

Effective Date: _____

_____
Mayor

Attest:

_____
City Clerk

CHAPTER 15. PARKS AND RECREATION

ARTICLE 1. GENERAL-RESERVED

ARTICLE 2. PARK REGULATIONS

Sec. 15.02.010. Intent.
Sec. 15.02.020. Definitions.
Sec. 15.02.030. Park prohibitions.
Sec. 15.02.040. Park use/general standards for reserved use of a park or recreational facility.
Sec. 15.02.050. Park and recreational facility reservation permits; application; alcohol waiver.
Sec. 15.02.060. Standards of issuance of reservation permit.
Sec. 15.02.070. Sale of articles or services within a park or recreational facility/permits.
Sec. 15.02.080. Requirement for liability insurance, bonding or other security/clean up deposit.
Sec. 15.02.090. Revocation of permit.
Sec. 15.02.100. Fees.
Sec. 15.02.110. Park property; regulations authorized.
Sec. 15.02.120. Reserved.
Sec. 15.02.130. Regulations pertaining to wheeled recreational devices.
Sec. 15.02.140. Skateboard facility regulations.
Sec. 15.02.150. Reserved.
Sec. 15.02.160. Enforcement.
Sec. 15.02.170. Violations, penalties.
Sec. 15.02.180. Appeal procedure.
Sec. 15.02.190. Judicial review.
Sec. 15.02.200. Hours of operation of parks.
Sec. 15.02.210. Traffic control.
Sec. 15.02.220. City commission—Park development.
Secs. 15.02.230-15.02199. Reserved.

Sec. 15.02.010. Intent.

The provisions of this article shall apply to all park lands in the city, whether dedicated, deed, or otherwise acquired for park purposes, and to all facilities designated for city recreational purposes. Each application for use of a park or recreational facility shall be reviewed on a case-by-case basis. This article seeks to impose reasonable time, place and manner controls in an appropriate and limited manner upon events and facility uses for which permits are required. This article shall be administered in a manner that seeks to allow for expression, assembly, and the exercise of religious rights in accordance with applicable constitutional and statutory limits and controls.

Sec. 15.02.020. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

1. "Aggrieved person" means a person who can demonstrate a specific, personal and legal interest in the final decision of an application for a permit issued under this article, as distinguished from a general interest such as is the concern of all members of the community, and which interest would be specifically and personally prejudiced by the decision or benefited by its reversal.
2. "Animal" shall have the meaning stated by ordinance.
3. "Director" means the director of parks and recreation.
4. "Domestic animals" means those animals which live in or about the habitations of people or which contribute to the support of people and include but are not limited to the following: horses, cows, sheep, ducks, geese, chickens, dogs, cats, goats, and other tamed animals.
5. "Fireworks" shall have the meaning stated by ordinance.
6. "Park" means a park, playground, recreation facility/complex, or any other area in the city, developed or undeveloped, owned or used by the city, and devoted to active or passive recreation.
7. "Public assembly" means any meeting, march, demonstration, picket line, rally, or gathering of more than 75 persons for a common purpose as a result of prior planning that affects or may reasonably be expected to affect the normal flow or regulation of pedestrian or vehicular traffic within a park or recreational facility, or occupies any park or recreational facility in a place open to the general public.
8. "Recreational facility" means a building, structure, place, sports field or other location within a park or under the management of the city.
9. "User group" means any group or organization that is given use of a park for an extended period of time through a park user group agreement.
10. "Vehicle" means any device in, upon or by which any person or property may be transported or drawn including snowmobiles. The term "vehicle" shall include any trailer in tow of any size, kind or description. Exception is made for bicycles, baby strollers and carriages, wheelchairs, and vehicles in the service of the city parks and recreation division.

Sec. 15.02.030. Park prohibitions.

A. It is unlawful for any person in a park or in or adjacent to a recreational facility to:

   1. Mark, deface, disfigure, injure, tamper with or displace or remove any buildings, bridges, tables, benches, fireplaces, grills, railings, paving or paving material, water lines, equipment, signs, drinking fountains, swimming or wading pools or other park or recreational facility property, improvements or appurtenances whatsoever, real or personal;
   2. Fail to cooperate in maintaining restrooms and washrooms in a neat and sanitary condition. No person over the age of six years shall use the restrooms and washrooms designated for the opposite sex;
   3. Dump dirt, grass and tree clippings or dig, remove, plant or deposit any soil, rock, sand, stones, trees, shrubs or plants or other wood or materials, or make any

excavation by tool, equipment or other means or agency except as authorized by the director;

4. Construct or erect any building or structure of whatever kind, whether permanent or temporary, or run or string any public utility into, upon or across park or recreational facility property, except on special written permit issued hereunder;
5. Damage, cut, carve, mark, transplant or remove any plant, or injure the bark, dig in or otherwise disturb grass areas, or in any other way injure the natural beauty or usefulness of any area;
6. Climb any tree or walk, climb, stand or sit upon buildings, monuments, statues, vases, planters, fountains, railings, fences or upon any other structure not designated or customarily used for such purpose;
7. Attach any rope, cable, structure, device or other contrivance to any tree, fence, railing, bridge, bench, building or other structure unless otherwise posted. This prohibition does not include locking bicycles to the foregoing mentioned structures as long as no damage is done to the structure and so long as the bicycle does not interfere with the use and enjoyment of the park by others, and so long as the bicycle is not locked to the structure for a period of time not to exceed 24 hours;
8. Litter or fail or refuse to deposit litter in provided garbage receptacles. Where receptacles are not provided, all such rubbish or waste shall be carried away from the park by the person responsible for its presence and properly disposed of elsewhere. Dumping of household or commercial garbage into park trash receptacles is prohibited and shall be deemed a theft of services and carry the appropriate punishment;
9. Being in possession of glass objects in the parks or adjacent to a recreational facility. Break glass objects and then fail to remove broken glass and safely dispose of the broken glass in such fashion so as not to cause injury to persons or property;
10. Cause or permit any domestic animal to run loose, or fail to keep such animal under restraint, in any park or other open space area designated by the commission as an area requiring restraint. Further, every owner or person having custody of said dog or other animal shall remove and properly dispose of the animal's solid waste (fecal material). This subsection shall not apply to service animals authorized under the Americans with Disabilities Act;
11. Tie or hitch an animal to any tree or plant;
12. Pasture or pen any animal, domesticated or wild, except as authorized by the director;
13. Hunt, molest, harm, frighten, kill, trap, pursue, chase, tease, shoot or throw missiles at any animal, nor remove from the park or have in his possession any animal, or the eggs or nest, or young of any animal. An exception to the foregoing is made in that snakes known to be poisonous may be killed on sight. An exception is further made to fishing where allowed by the state department of fish, wildlife and parks. This regulation does not apply to officers of state or local government duly acting within the course and scope of their duties;
14. Ride a horse except on designated horse trails;

15. Start a fire except in facilities installed and provided for such purpose, or to fail to completely extinguish a fire upon leaving the park;
16. Camp or park a vehicle overnight except in designated camping areas or with written permission from the director;
17. Display, offer to sell, or sell any article or service without first obtaining a permit from the director pursuant to this article;
18. Bring or discharge any firearm, air gun, bow and arrow, slingshot, atlatl, spear, boomerang or any other form of potentially dangerous weapon into a park or recreational facility;
19. Be in a park or recreational facility after being closed, either because of the night closure or closure following public notice or posting;
20. Possess or bring fireworks into a park or adjacent to a recreational facility, or cause the fireworks to be ignited or exploded in a park or adjacent to a recreational facility;
21. Operate a skateboard, roller skate, inline skate, ride a bike or similar recreational device with wheels on any tennis court or in any drained swimming pool;
22. Operate a skateboard, rollerskate, inline skate, or ride a bike or similar recreational device with wheels on or against any city-owned table, bench, structure, tennis court, bike rack, parking stop, retaining wall, fountain, statue, railing, stage, or other improvement which may suffer damage by such use;
23. Operate a skateboard, rollerskate, inline skate, or ride a bike or similar recreational device with wheels on or in any pavilion, except as authorized by section 15.02.130
24. Practice golf with real golf balls in any park;
25. Drive, operate or park any vehicle or trailer on park lands or trails/pathways, except as authorized by the director;
26. Within any park, paint trees, bushes, buildings, parking lot surfaces, or sidewalks;
27. Allow an animal, other than service animals, in a recreational facility.
28. Subject to the terms and conditions of these ordinances, the use or consumption of alcoholic beverages within the parks is prohibited.
29. Fishing anywhere in Travis Dolphin Dog Park and swimming off of or near the dock or shore of Travis Dolphin Dog Park.

B. The director may create additional prohibitions which may be applicable to one or more parks or recreation facilities.

Sec. 15.02.040. Park use/general standards for reserved use of a park or recreational facility.

The following standards apply to the use, including the reserved use, of all parks and recreational facilities:

1. *Reservation priority.* Unless reserved according to the park reservation procedure, established in section 15.02.050, the use of the park or portion thereof by the public shall be on a first-come, first-served basis.

2. *Scope.* Only parks and recreational facilities designated by the director may be reserved for exclusive use.

3. *Tents, canopies, inflatable structures.* Approval must be granted by the director for the use of, and prior to the assembly of, any tents, canopies, shade structures, inflatable toys, etc., within a park.

4. *Public address or sound systems.*

   a. Public address and/or sound systems may be used within parks with the approval of the director. The sound system cannot be used for more than three consecutive hours in any park except as provided in subsection A.4.b of this section. The use of amplified sound shall be limited to the hours between 12:00 noon and 9:00 p.m.

   b. Music may be played inside a structure with the exception of a park shelter located in a park or in a recreational facility as long as it cannot be heard outside the structure. All music shall end by 10:00 p.m.

5. *Marking the grounds.* Approval shall be obtained from the director prior to the use of any turf paint within any park. Only water-based turf paint shall be used on any turf. Only chalk shall be used on impervious surfaces such as sidewalks and asphalt.

6. *Park user group agreements.* The director may enter into agreements with various park user groups, with the fee for such agreements established by the director.

   a. Admission fees may be charged for events held in conjunction with a park user group agreement if approved by the director and listed in the agreement.

   b. Articles, food, beverages or service may be sold for events held in conjunction with a park user group agreement, if so noted in the agreement.

7. *Parking.* Parking spaces at a park or recreational facility are not reserved with a park reservation permit, and all parking is on a first-come, first-served basis. Park reservation permits may be denied if available parking is inadequate for the number of participants expected.

8. *Power generators.* The director may require a person holding a reservation permit to provide a power generator. The use of a power generator is subject to the restrictions in subsection A.4 of this section.

9. *Portable toilet facilities.* The director may require a person holding a reservation permit to provide portable toilet facilities. The director shall determine how many such facilities are needed and the timeframe in which they must be present. If the facilities are not removed within the timeframe established, the city may remove them and all costs associated with removal shall be charged to the applicant.

10. *Admission fees.* An admission fee to a permitted event cannot be charged without written approval from the director.

11. *Litter removal.* A person holding a reservation permit shall pick up and properly dispose of all types of litter within the buildings and grounds.

12. *Additional rules.* The director may establish additional rules governing the use of a park or recreational facility by the public or a person holding a reserved use permit.

Sec. 15.02.050. Park and recreational facility reservation permits; application; alcohol waiver.

A. A person seeking a park or recreational facility reservation permit shall file an application with the director on forms provided by the city. Applicants must be at least 18 years of age. If an open container waiver is requested the applicant must be at least 21 years of age.

B. An application for a reservation permit shall be filed with the director no less than 15 working days and not more than 180 days before the event is proposed to commence. The director may waive the minimum filing period and accept an application filed within a shorter period if, after due consideration of the date, time, place, and nature of the event, the anticipated number of participants, and the city services required in connection with the event, the director determines the granting of a waiver will not unduly burden city services or interfere with any other previously approved or applied for event. If the reservation fee for the shelter is not received 5 days before the reservation, then the reservation is considered cancelled.

C. The application shall be made on a form provided by the city and shall include all information the director deems relevant to the requested event.

D. If 75 or more participants are expected for the event, a public assembly permit shall also be required and may be issued by the director pursuant to the standards and criteria in section 34.08.140.

E. Waiver of open alcoholic beverage container. Per section 4.04.030, public drinking or display or exhibition of open alcoholic beverages (open containers) is prohibited in public parks and recreational facilities. A waiver of this requirement may be granted per the provisions of section 4.04.050. A separate alcohol permit application and fee are required and the permit must be physically present when the facility is being used.

Sec. 15.02.060. Standards of issuance of reservation permit.

A. The director shall issue a permit, subject to any conditions deemed necessary and reasonable, as provided for herein when, from consideration of the application and such other information as may otherwise be obtained, the director finds:

1. The application is complete and sets forth accurately and in sufficient detail the information required for consideration;

2. The conduct of the event will not unduly inconvenience either the public in using adjacent public areas normally open for general public use or the city in the conduct of governmental operations;

3. The possibility of the event causing any noise which unreasonably disturbs, injures, or endangers the comfort, repose, health, peace or safety of reasonable persons of ordinary sensitivity, as further discussed in chapter 16, article 6;

4. The conduct of the event will not require the diversion of so great a number of city police officers to properly police the event as to prevent normal police protection of the city. In the event that this diversion could occur, the permit holder for the event may be required to provide their own security;

5. The conduct of the event is not reasonably likely to cause injury to persons or property;

6. Adequate sanitation and other required health facilities are or will be made available;

7. There is sufficient parking near the site of the event, or other arrangements made for transportation, to accommodate the number of vehicles reasonably expected;

8. Such event is not for the primary purpose of advertising any product, goods, or event that is primarily for private profit, unless a park user agreement is entered into per section 15.02.040.A.6;

B. An event may be limited as to the number of participants in the interest of adequacy of facilities.

C. Unless otherwise agreed by the applicant, the director shall act on an application within 15 working days after determining that the application is complete.

Sec. 15.02.070. Sale of articles or services within a park or recreational facility/permits.

For the purpose of maintaining control of park or recreational facility use, the following standards and procedures are adopted in the public interest for issuing permits to sell articles or services in connection with either a community-oriented event approved by the commission or an event established pursuant to a park user group agreement.

1. A person seeking issuance of a permit to sell articles or services shall file an application with the director with the following information no less than 15 working days and not more than 180 days prior to the date requested:

   a. Name, age, telephone number, and address of applicant;

   b. Name and address of sponsor of activity;

   c. Day and hours for which permit is desired;

   d. The park or portion thereof for which the permit is desired;

   e. Purpose of the request for permit or nature of activity;

   f. Name and address of person responsible for cleanup, if different from applicant or sponsor.

2. Standards of issuance of permit to sell articles or services within a park or recreational facility.

   a. In addition to the standards listed in section 15.02.060, in issuing a permit to sell articles or services the director shall consider whether:

      (1) The proposed activity or use of the park or recreational facility is appropriate for the named park or facility and will not unreasonably interfere with or detract from the public's use and enjoyment of the park;

      (2) The proposed activity or uses that are reasonably anticipated will not include violence, crime, or disorderly conduct;

      (3) The proposed activity will not entail extraordinary or burdensome expense on the city;

      (4) The facilities desired have not been reserved for other use on the date and hour requested in the application; and

(5) That the sale of articles or services is not primarily for private profit and provides a community benefit.

b. Applications meeting these standards will be issued on a first-come, first-served basis.

Sec. 15.02.080. Requirement for liability insurance, bonding or other security/clean up deposit.

A. To avoid interference with protected rights of speech and assembly, any requirement imposed for surety for performance (including but not limited to insurance, bonding, or monetary deposits) shall be based upon needs directly associated with the event and not on the basis of possible disruption of the event by protestors or other persons who might be opposed to the speech or assembly. Such restriction, however, shall not apply where the director determines that the event is being scheduled so as to unduly and unnecessarily create a potential for counter-protest or disruption or interference with public health, safety, welfare, or order.

B. A permittee under this article, including a person or entity entering into a park user group agreement, shall obtain commercial general liability insurance covering the permittee and/or the permittee' s organization for all activities related to the event or permit, including but not limited to setup, the event itself, and all cleanup activities. The insurance policy shall contain no exceptions or exclusions for activities conducted under or related to the permitted activities. The permittee shall name the city, its officers, and employees as additional insureds on a primary non-contributory basis. The additional insured coverage shall be in a form acceptable to the city. To the extent reasonably possible, such additional insured coverage shall be in the minimum amounts of $750,000.00 per claimant and $1,500,000.00 per occurrence.

C. The insurance requirements of this section are in addition to and separate from any other obligations contained in this section or article or in a permit issued under this article.

D. Applicants for a permit under this article shall agree in writing to defend, hold the city and its employees and officials harmless and indemnify the city, its employees and officials, for any and all claims, lawsuits or liability, including attorneys' fees and costs allegedly arising out of loss, damage or injury to a person or a person's property occurring during the course of, in preparation of, or in any way pertaining to the permitted event which is caused by the conduct of employees or agents, including guests, of the permit holder.

E. The director may grant a waiver to the requirements of this section for city-sponsored events or when the director determines the event does not present a substantial or significant public liability or property damage exposure for the city, its officers, agents and employees. The director shall consider the applicant's proven financial inability to obtain the required coverage. When the director considers requests for waivers, the director shall base the decision on the factual circumstances presented by the applicant and decide the specific request on its merits. The cleanup deposit shall be set in the discretion of the director and will be forfeit for inadequate cleanup in the sole discretion of the director.

Sec. 15.02.090. Revocation of permit.

The director, city manager, the chief of police, or the fire chief shall each have independent authority to instantly revoke or suspend any permit issued under this article:

1. Upon a violation of the conditions imposed in the permit;
2. Upon violation of this article or any other provision of law;
3. When a public emergency arises where the municipal resources required for that emergency are so great that deployment of municipal personnel, equipment or services required for the permit would have an immediate and adverse effect upon the welfare and safety of persons or property.

Such revocation shall take effect immediately, and the director, city manager, chief of police, or fire chief shall promptly notify the permittee of revocation. After revocation, the permittee may not conduct the event, or if the event has commenced, shall immediately cause the event to be terminated in a safe, proper manner.

Sec. 15.02.100. Fees.

A nonrefundable fee shall be paid to cover administrative costs of processing permits. All fees under this article shall be set by commission resolution and included in the Schedule of Fees. The director may require a deposit for the rental of any park or recreational facility. If the director requires a deposit for the rental of any park, the director shall establish standards for return and forfeit.

Sec. 15.02.110. Park property; regulations authorized.

The city commission shall have the right to adopt reasonable regulations for the government of the public parks in the city, and no person shall violate any of such regulations.

Sec. 15.02.120. Reserved.

Sec. 15.02.130. Regulations pertaining to wheeled recreational devices, excluding the skate park.

A. No person shall use or place a ramp, jump, or any other device used to force a skateboard, roller skate, inline skate, bike or similar recreational device with wheels off the pavement on the grounds of any city-owned parking lot, park or sidewalk.

B. The city commission may, by resolution, designate areas within city parks in which operation of skateboards, roller-skates, in-line skates, bikes and similar recreational devices with wheels is permitted during specified times.

C. The operation of skateboards, roller skates, inline skates, bikes and similar recreational devices with wheels may also be permitted in designated areas during specially authorized events pursuant to section 15.02.050

Sec. 15.02.140. Skateboard facility regulations.

A. No person shall use or place additional obstacles or other materials, such as ramps, jumps, or any other device onto any city-owned skateboard facility.

B. Motorized vehicles are prohibited from using any city-owned skateboard facility.

C. The hours of operation for skateboard facilities shall be commensurate with the operation of all other park facilities, and shall be clearly posted. All skateboard facilities will be closed during periods of inclement weather.

D. Protective equipment: helmets, pads and guards are strongly recommended.

E. The use of food or drink, water excluded, is prohibited on the skating surface of all skateboard facilities. No glass containers are allowed.

F. Use of smoking products are prohibited within the fenced area of the skateboard facility.

Sec. 15.02.150. Reserved.

Sec. 15.02.160. Enforcement.

This article shall be enforced by the police department. In addition this article may be enforced by injunction, restraining order, declaratory relief, or such other order as may be imposed by a court with appropriate jurisdiction.

Sec. 15.02.170. Violations, penalties.

Any person violating the provisions of any section of this article or any provision or requirement of a permit issued hereunder shall be subject to the general penalties provided by these ordinances. Nothing herein shall be deemed to prevent the city from pursuing an additional action in law or equity to recover unreimbursed costs associated with a permit or unpermitted event.

Sec. 15.02.180. Appeal procedure.

A. An aggrieved person shall have the right to appeal the director's decision of a permit to the city manager. Prior to filing of an appeal with the city manager, the appellant shall, within five business days of the director's decision, request the director reconsider the decision. The director shall have five days to issue a decision on the request to reconsider.

B. An aggrieved person may, only after complying with subsection A of this section, file a written appeal with the commission through the city clerk with a copy to the city manager not later than five days after the city manager's decision. The appeal to the commission shall state with specificity the grounds for the appeal. The commission shall hear the appeal at the next regularly scheduled meeting following the accepted notice of appeal, provided that the receipt of the notice is received prior to the deadline for submission of new agenda items.

1. The appeal hearing shall be limited to the grounds stated in the appeal unless the commission for good cause determines to hear other issues or concerns.

2. The appellant, applicant (if not the appellant), the city manager and other persons directly affected may speak or submit evidence at the hearing. Public comment will be accepted.
3. The commission shall make a determination on the appeal at the meeting, unless the applicant agrees to a continuance. The city clerk shall issue the commission's decision in writing to the applicant either by personal delivery, or regular or electronic mail.

Sec. 15.02.190. Judicial review.

After complying with the requirements of section 15.02.180, an aggrieved person may file a request for judicial review of a decision by the city commission pursuant to this article. The request for review shall be filed no later than 30 days after the commission's action.

Sec. 15.02.200. Hours of operation of parks.

A. *Hours.* All parks shall be open to the public every day of the year subject to the exceptions established herein.

B. *General closure.* Any section or part of any park may be closed to the public by the director. Notice of closing shall be posted in a conspicuous manner.

C. *Night closure.* No person without written permission of the director shall be physically present within the boundaries of any park between the hours of 11:00 PM and 6:00 AM (April 1 – October 30) and between the hours of 10:00 PM and 7:00 AM (November 1 – March 31), except in designated camping areas.

D. Maintenance Hours. Maintenance hours in the parks shall be May 1st to September 15th, from 7:00 AM until dusk. The facilities will be signed appropriately informing the public of impending seasonal closures.

Sec. 15.02.210. Traffic control.

A. No person shall drive any vehicle through the park or upon park roads at a rate of speed exceeding 15 miles per hour or at such speeds as may be established by the director.

B. Vehicles shall not be driven or parked off designated roads and parking areas without the written permission of the director.

C. All persons shall obey the traffic laws of the state and the city.

Sec. 15.02.220. City Manager—Park development.

The city manager shall authorize any conceptual changes, new development, or redevelopment aspects of changes in all city parks proposed by the staff. New buildings, renovations, or conceptual changes will be presented to the city manager before construction or implementation.

Secs. 15.02.230-15.02199. Reserved.

491089 #11

INTERLOCAL AGREEMENT
City of Polson & Polson Rural Fire District

This agreement dated the 18th day of July, 2008, by and between the City of Polson (City), a municipality of the State of Montana, and the Polson Rural Fire District (District), a political subdivision of the State of Montana;

WITNESSETH:

WHEREAS, the City and the District have found it useful to work together in the delivery of fire protection services for the betterment of their respective jurisdictions;

WHEREAS, the fire needs of the City and the District are currently met by a single unified structure of volunteers in the Polson Volunteer Fire Department pursuant to a Mutual Aid Agreement which the parties hereto desire to retain intact, together with the equipment thereof and,

WHEREAS, the parties have entered into negotiations to more accurately set forth their respective obligations in connection with execution of the foregoing paragraph; and,

WHEREAS, it is in the best interest of the inhabitants and taxpayers of the respective jurisdictions that this agreement be reached between the parties;

WHEREAS, Section 7-11-101, et seq., provides that one or more public entities may agree to participate in the provision or maintenance of any public facility or service, and the parties hereto desire to avail themselves of these statutes;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and in compliance with Sections 7-11-101, et seq., MCA the "Inter-local Cooperation Act", it is agreed as follows:

#I: Purpose and Organization

The purpose of this agreement is to provide fire protection and other emergency services to the respective jurisdictions of the parties by cooperating in maintenance facilities and firefighting and life-safety equipment of the City and that of the District for the duration of this agreement, and to provide for personnel in execution of firefighting responsibilities. The parties will maintain separate identities, as required by Statute. However, this agreement will be construed as a contract between the City and the District whereby the City and the District mutually and reciprocally agree to provide services related to operations, maintenance, and basic general administration. All other Mutual Aid Agreements existing between the parties hereto are by execution of this Agreement rendered null and void and of no further effect.

#II: Term

This agreement shall be in effect from July 1, 2008 to July 1, 2012, and may continue on a yearly basis thereafter upon adoption by the parties. At any time, either party may open negotiations regarding inflationary and increasing costs incurred in the fire department operation. The agreement shall be reviewed annually by both agencies. This agreement shall be filed with the Lake County Clerk & Recorder and with the Secretary of State as required by Section 7-11-107, M.C.A.

#111: Terms of Payment

Both the City and the District maintain their own separate accounts and budget for operations, maintenance, equipment, training, usual expenses, and improvements. Under this agreement each shall continue to do so.

The District agrees to pay over to the City the sum of $7,500.00 twice annually, on July 1 and December 1 of each year, in consideration of the City's provision of goods and services related to fire protection in the District. The City shall have no obligation to account to the District for the use of the monies thus paid, nor shall the District have any power to compel its use in any way.

It is the specific intent of the parties that the District shall, by payment of a lump sum, simplify to the maximum extent possible any necessity for coordination between the two agencies and to provide the Fire Department actually charged with the duties and obligations of fire service in both jurisdictions the maximum latitude consistent with public fiduciary obligations to achieve efficient fire service training, readiness, and operations.

IV: Management

The City shall hire the Chief of its Fire Department pursuant to the City Charter and and ordinances that may be adopted thereunder. Thereafter, and unless later amended by the City Council, the Fire Chief shall serve as a paid employee of the City of Polson and subject to its personnel policies in all ways, including discipline, if necessary. The City shall require as a part of the Fire Chief's job description that the said Chief shall serve in a volunteer capacity with the Rural Fire District as its Chief, and the District may nominate and appoint the City Fire Chief as the District Fire Chief.

The District Board has the powers and duties set forth in section 7-33-2105(b), Montana Code Annotated:

> (b) … the authority to provide adequate and standard firefighting and emergency response apparatus, equipment, personnel, housing, and facilities, including real property and emergency medical services and equipment, for the protection of the district.

Nothing in this agreement shall be interpreted inconsistent with that statute. Neither the City nor City employees shall act inconsistent with these provisions, as it relates to the Rural Fire District.

All communications and correspondence received by any City employee, which refer or relate to the Rural Fire District, shall be promptly directed to the Rural Fire District Board. The District Board shall receive copies of any regular documents filed by the City, or City employees, with the county, state or other governments, relating to Rural Fire District companies, members, financial affairs and equipment, before the filing of such documents.

All other officers of the City Fire Department shall be selected pursuant to the then-existing By-Laws of the said Fire Department. Both the City and the District shall provide Worker's Compensation Insurance for all their respective firefighters, who may be the same persons, with coverage effective for each firefighter in the course and scope of going to, coming from, or actively fighting fires or providing other emergency services in the respective jurisdictions of the City or the District. However, the City shall provide all incidents and benefits of employment to the Fire Chief, including Workers Compensation and Unemployment Insurance premiums.

Neither the District nor the City shall be responsible to the other for damage, loss or destruction of any equipment or facilities beyond the limits of the insurance proceeds.

#V: Title of Property

Title to the personal property of the City shall remain titled to the City. Any property purchased by either the City or the District, unless otherwise designated by this agreement, shall be the property of the City or the District, whichever party purchased the same, unless a separate agreement is made for future joint purchases.

All inventory shall be marked to designate ownership City or Rural or C&R if the item has shared ownership. The Board shall be notified when rural inventory items are added and/or deleted. The Board of Trustees will select a representative to conduct a physical inventory once a year.

#V1: Policy Oversight

Both parties hereto are desirous of maintaining a longstanding cooperative and harmonious working relationship in the best interests of their respective constituents and of the persons and property to be protected hereunder. Therefore, in the interest of streamlining the process of communications, the City Council of the City of Polson shall appoint a delegate to act as a point of contact to the Board, and the Board shall appoint a delegate to act as a point of contact to the City. These delegates shall meet and discuss issues relating to execution of this Agreement or any terms hereof whenever such meetings may, in the mind of either, be necessary or useful. Each governing body shall empower such delegate to adjust any differences, not covered in this Agreement, by and on behalf of its governing body if any such adjustment is necessary, and such adjustment shall be binding upon the delegate's governing body and may be relied upon by any in interest thereto unless the governing body affirmatively revokes the adjustment. It is the specific intent of the parties hereto that this term shall serve to simplify coordination between them.

#V11:
The District shall show in its annual budget the agreed upon sum of money to reflect the monies to be paid to the City.

All necessary costs of operation, maintenance and administration will be distributed at the discretion of the District, and will be accounted for in appropriate expense and capital accounts. The Fire Chief will provide the District with recommendations for the purchase of or repair of equipment not covered by this agreement. The City shall be responsible for approval of recommendations of purchase and repair of City equipment. These recommendations shall be made prior to June 1 of each year.

#IX: Liability Provisions
The liability of the parties, their agents, employees or volunteers, for acts occurring within the course and scope of their duties, shall be governed by 2-9-10 1 et. seq., MCA. Specifically, the District will retain liability for events occurring outside the City limits but within the Rural Fire District, and the City shall retain liability for events occurring within City limits, consistent with Montana law and the other provisions hereof. Each party hereto agrees to indemnify and hold harmless the other for claims arising within the liability area of each.

Any liability that arises due to negligent maintenance of the equipment shall be the primary responsibility of the entity providing the equipment. The amount of insurance carried shall be $1,500,000 aggregate and $750,000 each occurrence as per 2-9-108, MCA and a certificate of insurance shall be provided to each entity.

X: Termination
This agreement may be terminated on June 30 of any year upon written notice by either party. Notice of intent to terminate this agreement shall be given no later than ninety days prior to the proposed termination of June 30.

Upon termination of this agreement all firefighting equipment, tools and other equipment and furnishings purchased prior to or while this agreement is in force and covered by this agreement, excluding fire trucks and any equipment purchased exclusively for the use of the District, or trucks or equipment purchased exclusively for the use of the City, shall be divided by agreement between the Poison City Council and the Board of Trustees of the Fire District. This division of inventory will include items purchased using grant money that was jointly requested by the City and the Rural Fire District and will include inventory jointly acquired that the City or the Rural District may have included 100% of that inventory on the City or Rural fixed asset depreciation schedule.

#X1: Interpretation of Agreement
In the event of dispute as to the proper interpretation of this agreement, the parties agree to submit any such dispute to mediation before an individual appointed by the District Court of the 20th Judicial District, County of Lake, State of Montana. In the event that the mediator shall fail or refuse to resolve such dispute, then either party may resort to all available remedies in equity or at law.

#XII:
Each party hereto represents and warrants that the governing body of each party has considered the terms of this Agreement, approved its adoption, and empowered the subscribers hereof to execute this Agreement on behalf of their respective governing boards.

IN WITNESS WHEREOF, the parties have executed this agreement on the date above cited.

For The City of Polson

Title: Mayor

7/16/08
Approved as to form

For the Rural Fire District

Title: Chairman

STATE OF MONTANA, COUNTY OF LAKE

Recorded At 3:40 O'clock P M JUL 24 2008
Microfilm 491089 RUTH E. HODGES Recorder
Fees $ 35.00 By Judy Muniz Deputy

STATE OF MONTANA)
) ss.
COUNTY OF LAKE)

On this 18th day of July, 2008 before me a Notary Public for the State of Montana, personally appeared Lou Marchello + Ross Hoyt known to me to be the person(s) whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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

AGGI G. LOESER NOTARIAL SEAL STATE OF MONTANA

Aggi G. Loeser
Notary Public for the State of Montana Aggi G. Loeser
Residing at Polson
My Commission Expires: 08-03-2012

return to: City of Polson
106 1st Street E
Polson, MT 59860

CONTRACT FOR SERVICES
Polson Rural Fire District & City of Polson

WITNESSETH:

WHEREAS, the City of Polson has found it desirable to contract for the delivery of fire/rescue services for the betterment of their jurisdiction;

WHEREAS, it is in the best interests of the parties that they agree upon the delivery of such services;

WHEREAS, Section 7-33-2107 MCA grants authority to the Board of Trustees of the District to enter into contracts with the City for the use of District facilities and equipment; and,

WHEREAS, the City of Polson wishes to contract for fire protection services.

The Contract ("Contract") by and between the following participating political subdivisions of the State of Montana: City of Polson (the City) and Polson Rural Fire District (the District), both of which are in Lake County. This contract supersedes all previous agreements and amended agreements between the City of Polson and the Polson Rural Fire District.

I.
Purpose

The purpose of this contract is to make the most efficient use of the available resources such as personnel, apparatus, equipment, real property, operation or administrative functions, and facilities in order to meet the current and future needs of the participating agencies and the communities they serve.

The District shall provide a generally uniform level of service throughout the District to the extent that geographic limitations will allow, including within the boundaries of the City and shall in no event provide a lesser level of service within the City's boundaries than outside such boundaries. The parties understand and agree that nothing in this Agreement shall preclude the District from equipping and staffing fire stations in addition to the existing Fire Stations.

This agreement is to provide fire protection and other emergency services to the respective jurisdictions of the parties by cooperating in the use of facilities and firefighting and life-safety equipment of the City and of the District for the duration of this agreement. The parties will maintain separate identities. This agreement will be construed as a contract between the City and the District whereby the District agrees to provide services related to administration, fire prevention, operations, and maintenance of the fire department

II
Term of Agreement

The District agrees to provide Services within the boundaries of the City for a period of ten (10) years from the date of signing. The District shall provide the Services as provided in Section 7-33-2105, MCA unless terminated sooner as provided by this section:

Any party may serve a Notice of Intention to terminate, either personally or by certified mail, return-receipt requested, that it will stop participating in the Agreement two years after providing notice of intent to withdraw to the other party. Notice of intent to withdraw by the City shall also be provided to the board of county commissioners. If, upon majority vote of the governing bodies of both parties that extraordinary circumstances exists, then this Agreement may be terminated at the end of any fiscal year.

If this Agreement is not terminated on _____,(ten years from the date of acceptance) or earlier as provided in the preceding paragraph then this Agreement shall automatically renew for successive then (10) year terms.

III.
Organization

No joint board or separate legal entity is created by this agreement at this time.

IV.
Terms of Payment

The City agrees to pay to the District a sum equal to the amount generated by 18.62 mills of property taxes for properties within the City as determined annually by the Lake County Assessor's Office. The City shall pay one-fourth of the annual payment on September 10, December 10, March 10 and June 10 of each year in which this Agreement remains in effect.

In addition to the 18.62 mills hereinbefore mentioned, the City agrees to provide the impact fee assessable for fire pursuant to City of Polson, Montana Resolution No. 2015-017 passed and approved June 22, 2015 for any ancillary costs associated with the fire department operations. The City agrees that it will pay workers compensation premiums for District firefighters, employees and volunteers directly to the Montana Municipal Interlocal Authority (MMIA) with the balance of the 25 mills for ancillary costs to be paid quarterly to the district as stated above.

V.
Administration

The District shall appoint a Fire Chief and other staff as required for the proper operation of the District. The Fire Chief and other officers shall be directly responsible to the

Board of Trustees of the District. The Board of the District shall have the responsibility of assuring that the Services which are specified in this Agreement or are mandated by law are fulfilled.

VI.
Liability Provisions

The liability of the parties, their agents, employees or members, for acts occurring within the course and scope of their duties, shall be governed by 2-9-101 et. Seq., MCA.

Any liability that arises due to the negligent maintenance of the equipment shall be the primary responsibility of the entity providing the equipment. The amount of insurance carried shall be $1,500,000 aggregate and $750,000 each occurrence or as per 2-9-108, MCA and a certificate of insurance shall be provided to each entity.

The District shall indemnify and hold the City harmless from any and all employment related claims, including but not limited to claims for wages, salaries, benefits, overtime, wrongful discharge, discrimination, harassment, ADA, or any other similar claim.

VII.
Property

All personal property owned or purchased with funds provided by the City shall remain the property of the City. All personal property owned or purchased by the District shall remain the property of the District

Real and personal property used in these undertakings may be acquired and held by each party in proportion to their contribution to the purchase or as follows:

Use of Hydrants and Water. For the duration of this Agreement, the City agrees to allow the District to utilize City fire hydrants and water for the provisions of Services and for bona fide training. The City shall be responsible for the maintenance (including snow removal) and repair of the City's fire hydrants. The Polson Rural Fire District will assist Polson city water department for annual hydrant flow testing and inspection and, time permitting, will assist with maintenance (including snow removal). Hydrant flow testing and inspection records will be turned over to the Public Services Superintendent annually.

Title of Property. Upon execution of this Agreement, the City will convey and transfer to the District the City's fire, medical and other emergency apparatus, including, without limitation, all fire engines, fire vehicles, trailers, and other fire-fighting and emergency equipment, for the cost of $1.00 per year lease. The City will also convey and transfer to the District any and all computers, telephones, radios, and other miscellaneous items. The City will execute any necessary documents to confirm the transfer. The District will accept the items to be conveyed under this paragraph in an "as is" condition as of the date

of the transfer and the City makes to warranties or guarantees of any kind as to the condition of the same or the fitness of the same for any particular use, intended or unintended.

Fire Station #1 (aka Polson City Station). The City grants the District an exclusive use to Fire Station #1 at 106 First Street East for the purpose of providing emergency services.

Repairs, Maintenance, and Improvements. The District shall assume all repair and maintenance costs for the real property located at 106 First Street East (Fire Station #1). The District shall consult with and acquire written approval from the City prior to making any substantial improvements to Fire Station #1. A "substantial improvement" shall be any improvement that is valued at $_____ or more. Improvements valued at more than $_____ shall require City Commission approval; improvements valued at less than $_____shall require District Chief approval. Nothing in this Agreement shall preclude the parties from agreeing to an alternative method of valuing the impact of improvements on ownership interest.

Utilities. As long as the City occupies a portion of Fire Station #1, the District will pay for 20% of the shared utilities and the City will pay for 80% of the shared utilities. The parties will review utility bills annually on _____ to determine their respective utility costs.

Insurance. The District shall insure all personal property and apparatus identified in this section. The City will insure Fire Station #1 located at 106 First Street E, Polson, Montana and all apparatus owned by the City.

Joint Ventures. The parties agree and acknowledge that it is for the mutual benefit of the City, the District and the public interest that they coordinate efforts in performing repairs and maintenance on real and personal property. The parties further acknowledge that such coordination may include the use of equipment, machinery, and tools owned by the other party. Any liability for damage caused to equipment, machinery, and tools owned by either party will be assumed by the owner of the equipment, machinery, or tool. The cost of routine maintenance, repair, and replacement will remain with the party that owns the piece of equipment, machinery, or tool.

VIII.
Services Provided and Organization

The services provided by the District shall include the following:

1. Fire suppression, fire prevention and education, emergency medical services, motor vehicle accident response, and hazardous materials response.
2. Repair and maintenance of the City's firefighting equipment. The cost of which to be paid by the City.
3. Repair and maintenance of any jointly owned structures with the expenses shared equally between the City and District.

4. Such other duties as from time to time may be agreed upon by the City and Board of Trustees of the District.
5. The Chief will report to the City Commission on a regular basis.

To further clarify this arrangement, the City of Polson and the Polson Rural Fire District agree that any duties performed in the course and scope of their positions by any firefighter, employee, volunteer or officer of Polson Rural Fire District whether it be administrative, preventive, enforcement or as part of an emergency or fire suppression service, whether within the City of Polson, the Polson Rural Fire District, or a Mutual Aid partner, it is all considered to be a service to the City of Polson and, a "duty assigned and agreed upon by both the City of Polson and the Board of Trustees of the District."

The District shall appoint a Fire Chief, applicable to NFPA standards who will oversee Chief and Company Officers and firefighters required for the proper operation of the fire department. All officers and firefighters shall be members of the Fire District. The Fire Chief shall be directly responsible to the Board of Trustees of the District regarding District business of Polson. The Board of Trustees of the District shall have the responsibility of assuring that the duties owing the City which are specified in this agreement or are mandated by law are fulfilled.

The Fire Chief will appoint a Fire Marshal who will be responsible for all fire code enforcement for the City. The Fire Marshal and the City Chief Building Official will work together to enforce fire and building codes adopted by the City Commission.

As part of the cost sharing specified in Section IV between Polson Rural Fire District and the City of Polson, the City provides workers compensation coverage for all District Employees and volunteers up to a maximum of 40 active members. This coverage is not intended to be limited to any physical jurisdiction where work is performed.

The City will provide the insurance costs of any jointly owned structures. The policy shall reflect joint ownership of the facilities by the City of Polson and Polson Rural Fire District. In addition to the payments provided for in Section IV, the City will pay 100% on city owned property, vehicles and associated equipment.

Any proposed expenditure for the purchase of property or equipped City fire apparatus shall be the responsibility of the City and presented for approval to the City Commission The Fire Chief will provide an annual report, major City capital expenditure requests, and other reports as requested, to the City Commission. The District agrees to provide annually a list of City Fire Department fixed assets, including those assets and equipment considered fully depreciated and removed from service. The District shall include inventory numbers for City capital equipment as generated by the records management system.

The District shall not be responsible for damage, loss or destruction of any City equipment or facilities beyond the limits of the insurance proceeds.

IX.
Fire District Board

The City Commission of the City of Polson may appoint a delegate to be a non-voting member of the Polson Rural Fire District Board of Trustees.

X.
City Budget

The District shall show in its annual budget the agreed upon sum of money to reflect the monies to be paid from the City. All necessary costs of administration, operations, maintenance will be distributed at the discretion of the District and accounted for in appropriate expense and capital accounts. The District shall provide the City with a complete copy of its final budget and a year end statement showing actual expenditures. The District will provide the City with recommendations for the capital purchase and/or repair of facilities and equipment. The City shall be responsible for the approval of recommendations of purchase and repair of City facilities and equipment. These recommendations shall be made prior to June 1 of each year.

The City shall show its outlay of funds as a contract payable in a manner deemed appropriate by the City.

XI.
Fire Inspections

The District shall assume responsibility for fire inspections within the corporate boundaries of the City as provided in Section 50-61-102, MCA, on _____.

XII.
Dispatch Services

Lake County shall provide dispatch services for the District.

XIII.
Method of Partial Or Complete Termination

The permissible method for accomplishing a partial or complete termination of this agreement shall be set forth in Section II Term of Agreement.

XIV.
Claims Existing Prior To This Agreement

Consistent with the terms and conditions of this Agreement the City shall remain solely liable for all liabilities, claims, damages, demands or other expenses of any kind or nature, known or unknown, including, but not limited to, the payment of general obligation and other bonds: (a) arising out of, in connection with or stemming from the City's ownership and usage of the assets described above, prior to this agreement, or (b) arising out of, in connection with or stemming from the City's operation of its Fire Department prior to this agreement. The City is not transferring and the District is not assuming any of the foregoing liabilities, claims, demands, damages or other expenses.

XV.
Interpretation of Agreement

In the event of dispute as to the proper interpretation of this agreement, the parties agree to submit any such dispute to mediation before an individual agreed upon by both parties. In the event that the parties cannot agree upon a mediator, the parties shall request a list of three names from the president of the Lake County Bar Association of persons qualified to act as mediators. Upon receipt of the list of potential mediators, each party shall strike one name from the list and the remaining person shall act as the mediator for the parties. The parties shall each be obligated to pay one-half of the fees charged by the mediator. In the event that the mediator shall fail or refuse to resolve such dispute, then either party may resort to all available remedies in equity or at law.

IN WITNESS WHEREOF, the parties have executed this agreement

Date: _____

Polson Rural Fire District Trustees

_____
R. Jack Clapp, Chairman

Attest:

_____
Fred Nelson, Vice-Chair

City of Polson

_____
Heather Knutson, Mayor

Attest:

_____
Cora E. Pritt, Clerk

File with Secretary of State and Lake County Clerk and Recorder.

CITY OF POLSON
CITY COMMISSION AGENDA ITEM SUMMARY

Agenda Item Number: 12 (MOTION REQUESTED) Award Contract for Polson Airport Pavement Maintenance Program

Meeting Date: September 21, 2015
Staff Contact: Mark Shrives/Jeff Walla KLJ Engineering

AGENDA ITEM SUMMARY: This agenda item requests City Commission approval and award of a contract to Road Products Inc. of Spokane, WA, for the Polson Airport Pavement Maintenance Program

BACKGROUND: The City is party to an agreement with Lake County that funds and gives operational control of the Polson Airport to the Joint Airport Board, which provides oversight to the Polson, Ronan and St Ignatius Airports. In 2010, the City Commission passed Resolution No. 1011, which reauthorized this delegation of authority. **(Attachment 1)** Although the Joint Airport Board provides operational control of the airport, the City is still considered the sponsor of the airport and as such is responsible to approve and award any contracts related to airport work. Recently the Airport Board completed negotiations with the Tribe which provided an easement for a portion of the airport runway. With the easement secured, the airport then became eligible for FAA grant funding. The first project to be completed is the Pavement Maintenance Project. The Project Scope of Work is provided for your information. **(Attachment 2)**

ANALYSIS: Jeff Walla, the project engineer from KLJ Engineering will provide further information regarding the project.

FINANCIAL CONSIDERATIONS: Total cost for the project bid is $216,162.39. Funding for this project is FAA grant funding and match funding which has been included with the County Airport Board budget. Bid Proposal Form is attached as **(Attachment 3)**.

STAFF RECOMMENDATION: Staff recommends award of the contract to Road Products Inc. of Spokane WA. In addition, it is suggested that the following language also be included in the motion as a part of FAA requirements.

"The City of Polson has not had experience in DOT assisted contracts and therefore has been unable to create a listing of firms doing business with the City that are DBE or non-DBE qualified.

Based upon the recommendation of the Lake County Joint Airport Board and the Project Engineer a Race Neutral Goal of 2.5% and a Race Conscious goal of 0% is established for the DBE requirements of the Contract. The Polson City Commission relies upon the representatives and the Project Contract statement that the Joint Airport Board has established a DBE Program in accordance with 49 CFR Part 26."

SUGGESTED MOTION: *I move to award the Polson Airport Pavement Maintenance Project to Road Products Inc. in an amount of $216,162.39. In addition, "The City of Polson has not had experience in DOT assisted contracts and therefore has been unable to create a listing of firms doing business with the City that are DBE or non-DBE qualified. Based upon the recommendation of the Lake County Joint Airport Board and the Project Engineer a Race Neutral Goal of 2.5% and a Race Conscious goal of 0% is established for the DBE requirements of the Contract. The Polson City Commission relies upon the representatives and the Project Contract statement that the Joint Airport Board has established a DBE Program in accordance with 49 CFR Part 26." I also move to authorize the City Manager to sign all required documents after Project Engineer review and City Attorney concurrence.*

ATTACHMENTS:

1. City of Polson Resolution No. 1011
2. Project Scope of Work
3. Bid Proposal Form

Lake County, Montana, Resolution NO: _____
City of Polson Resolution NO: 1011
City of Ronan Resolution NO: _____
Town of St. Ignatius Resolution NO: _____

A RESOLUTION OF THE SEVERAL GOVERNING BODIES RE-AUTHORIZING THE LAKE COUNTY JOINT AIRPORT BOARD, AND PROVIDING FOR ITS PURPOSE AND ORGANIZATION

WHEREAS, the County Commission of the County of Lake, State of Montana, the City Commission of the City of Polson, Montana, the City Commission of the City of Ronan, Montana, and the Town Council of the Town of St. Ignatius, Montana, hereinafter the Parties, are mutual participants in a Lake County Joint Airport Board, hereinafter Board, under legislation initially enacted jointly on November 3, 1947, authorizing and creating a Lake County Joint Airport Board; and,

WHEREAS, the Board has diligently performed its function to the mutual satisfaction of the Parties these many years, maintaining and improving the public airport facilities located within Lake County, Montana; and the Parties hereto are desirous of maintaining the Board into the future; and,

WHEREAS, while the original legislation called for re-authorization of the said Board in twenty year increments, and the Board has continued its function throughout the period from 1947 to the present day, and the Parties desire to ratify and approve such steps as the Board has taken throughout that period in its official functions; and,

WHEREAS, the Parties hereto desire to include an additional member to the Board, such additional member to be appointed by the Tribal Council of the Confederated Salish and Kootenai Tribes of the Flathead Reservation in like manner as all other member appointments to the Board; and,

WHEREAS, the laws of the State of Montana permit and encourage intergovernmental agreements for the purpose of maintaining and improving the public's health, safety, and welfare, and this Resolution is intended to be an expression of such agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE PARTIES, INDIVIDUALLY AND JOINTLY:

1. The foregoing Recitals are not mere recitals but are part and parcel of this Resolution.

2. All official acts of the Board throughout its existence are hereby ratified and approved.

3. Board Personnel: The Board shall consist of six members appointed as follows: two members shall be appointed by Lake County, and each City or Town shall each appoint one member. The Tribal Council of the Confederated Salish and Kootenai Tribes of the

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Flathead Reservation may appoint one member, at its discretion. All members must be residents of Lake County. Each member shall be appointed for a three year term commencing January 1 and ending December 31. Members duly appointed prior to this Resolution shall complete the terms to which they were appointed. All members, of any appointment, shall exercise the same powers and duties. Terms of the members shall overlap. Members shall be compensated at the rate of $50.00 per month, plus mileage at the state rate and shall receive in addition their actual necessary expenses incurred on official business. Expense claims of board members shall be itemized showing in detail how, and for what, the claim accrues, as are other claims against the county and town and cities. Such claims must be approved in writing by a majority of the Joint Airport Board, filed with the secretary of the Joint Airport Board, entered in the minutes, and paid as are other claims against the Joint Airport Board herein created.

4. Subject to the approval of the Board of County Commissioners of Lake County, Montana, and of the City Councils of the Cities of Polson and Ronan and the Town Council of St. Ignatius, which shall be endorsed thereon over the signature of the Chairman of the Board of County Commissioners and the Mayors of the respective municipalities, the Joint Airport Board shall adopt rules and regulations for its own government, including the time and place of its meetings, both regular and special, and the manner of calling special meeting; provided that the regular meetings of the Board shall not be more than once every month; prescribing the duties of its officers, the number of board members which shall constitute a quorum, and for the conduct of its business and proceedings generally. A copy of such rules and regulations so adopted and approved shall be filed with the County Clerk and Recorder of lake County, Montana, and with the Clerks of the respective municipalities, and no change therein or amendment thereto shall be effective until such change or amendment has been likewise approved and filed as above. The Joint Airport Board shall keep a record of its proceedings, which shall at all times during regular office hours be open to the inspection of the governing bodies of the several parties hereto, any such official designated by any such body, the State Examiner, and the public generally.

5. The Joint Airport Board hereby created shall have the following powers and duties.

   a. To provide for the planning, acquisition, establishment, development, construction, enlargement, improvement, maintenance, equipment, operation, regulation, protection and policing of the joint airports or landing sites on the sites above described, and other air navigation facilities established thereon and all airport hazards, but they said Joint Airport Board shall make no contract no incur any obligation for such purposes, nor for any one of them, which singly or in the aggregate shall involve and expenditure of any more money than is available under the Joint Airport Board budget for such purpose.
   b. To fix fees and rentals for the use of said joint airports or landing fields subject to the approval of the governing bodies of the several parties hereto.
   c. The procurement laws applicable to counties and municipalities shall apply equally to any procurement contemplated by the Joint Airport Board and shall be scrupulously observed.

d. Any agreement or contract, or rule or regulation for the improvement or maintenance, fixing fees and rentals, or for the control and regulation of the use of the joint airports or landing fields under the preceding clauses of this section shall be subject and subordinate to any and all agreements or contracts made and entered into by any of the governing bodies of the parties hereto or with the United States Government for the improvement and use, maintenance, and equipment of said joint airports or landing fields.
e. To prescribe forms of claims against said Joint Airport Fund, which shall be certified by the oath of the claimant, and to prescribe the form of warrant to be drawn against said fund and to be payable by the County Treasurer of Lake County, Montana. All such claims shall be audited and approved by the Joint Airport Board before payment, entered upon the minutes of the Board and approval or rejection noted in said minutes and endorsed upon the claim in such manner as the Joint Airport Board shall prescribe.
f. To make rules and regulations for its own government and the conduct of its proceedings not inconsistent with this Resolution not in violation of the laws of the State of Montana. Such rules and regulations when adopted, and any amendments to or repeals thereof shall be entered at large upon the minutes of the Board, and at all times open to public inspection.
g. The Joint Airport Board must present a proposed budget to the Board of County Commissioners each fiscal year and shall not expend any funds not budgeted by the Board of County Commissioners in the final budget adopted by the Board of County Commissioners.
h. The members of the Lake County Joint Airport Board may be removed from such Board for cause.

6. The right to alter, amend, and repeal or terminate this Joint Resolution and to abolish the Joint Airport Board set up hereby is expressly reserved to each party hereto, acting by and through its respective governing body; provided, however, at least six (6) months' notice of a desire to amend, alter, repeal, or terminate this Resolution must be given to the other governing bodies.

7. This agreement for a joint airport board shall be effective unless rescinded by mutual agreement of all Parties hereto, or unless sooner by operation of law.

8. The Board may contract for operation of the several airports with such individual or individuals, real or corporate, as the Board feels can act responsibly for the proper administration of such airports, wholly or individually, such persons to receive such compensation as may be established in any contract memorializing such understanding.

9. The Board shall remain in existence for a period not to exceed twenty years, and the same shall be considered re-authorized for additional successive twenty-year periods at the expiration of such preceding period unless at that time any Party hereto elects to withdraw.

PASSED AND APPROVED BY THE RESPECTIVE GOVERNING BODIES ON THE DATE OR DATES INDICATED BELOW:

_____ Date: _____
Lake County Commissioner

_____
Lake County Commissioner

_____ Date: _____
Mayor, City of St. Ignatius

_____ Date: _____
Mayor, City of Ronan

_____ Date: _____
Mayor, City of Polson

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Section 40 Scope of Work

40-01 Intent of contract. The intent of the contract is to provide for construction and completion, in every detail, of the work described. It is further intended that the Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the plans, specifications, and terms of the contract.

40-02 Alteration of work and quantities. The Owner reserves and shall have the right to make such alterations in the work as may be necessary or desirable to complete the work originally intended in an acceptable manner. Unless otherwise specified herein, the Engineer shall be and is hereby authorized to make such alterations in the work as may increase or decrease the originally awarded contract quantities, provided that the aggregate of such alterations does not change the total contract cost or the total cost of any major contract item by more than 25% (total cost being based on the unit prices and estimated quantities in the awarded contract). Alterations that do not exceed the 25% limitation shall not invalidate the contract nor release the surety, and the Contractor agrees to accept payment for such alterations as if the altered work had been a part of the original contract. These alterations that are for work within the general scope of the contract shall be covered by "Change Orders" issued by the Engineer. Change orders for altered work shall include extensions of contract time where, in the Engineer's opinion, such extensions are commensurate with the amount and difficulty of added work.

Should the aggregate amount of altered work exceed the 25% limitation hereinbefore specified, such excess altered work shall be covered by supplemental agreement. If the Owner and the Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, the Owner reserves the right to terminate the contract with respect to the item and make other arrangements for its completion.

Supplemental agreements shall be approved by the FAA and shall include all applicable Federal contract provisions for procurement and contracting required under AIP. Supplemental agreements shall also require consent of the Contractor's surety and separate performance and payment bonds.

40-03 Omitted items. The Engineer may, in the Owner's best interest, omit from the work any contract item, except major contract items. Major contract items may be omitted by a supplemental agreement. Such omission of contract items shall not invalidate any other contract provision or requirement.

Should a contract item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such item prior to the date of the order to omit such item. Payment for work performed shall be in accordance with the subsection 90-04 titled PAYMENT FOR OMITTED ITEMS of Section 90.

40-04 Extra work. Should acceptable completion of the contract require the Contractor to perform an item of work for which no basis of payment has been provided in the original contract or previously issued change orders or supplemental agreements, the same shall be called "Extra Work." Extra Work that is within the general scope of the contract shall be covered by written change order. Change orders for such Extra Work shall contain agreed unit prices for performing the change order work in accordance with the requirements specified in

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the order, and shall contain any adjustment to the contract time that, in the Engineer's opinion, is necessary for completion of such Extra Work.

When determined by the Engineer to be in the Owner's best interest, the Engineer may order the Contractor to proceed with Extra Work as provided in the subsection 90-05 titled PAYMENT FOR EXTRA WORK of Section 90. Extra Work that is necessary for acceptable completion of the project, but is not within the general scope of the work covered by the original contract shall be covered by a Supplemental Agreement as defined in the subsection 10-48 titled SUPPLEMENTAL AGREEMENT of Section 10.

Any claim for payment of Extra Work that is not covered by written agreement (change order or supplemental agreement) shall be rejected by the Owner.

40-05 Maintenance of traffic. It is the explicit intention of the contract that the safety of aircraft, as well as the Contractor's equipment and personnel, is the most important consideration.

a. It is understood and agreed that the Contractor shall provide for the free and unobstructed movement of aircraft in the air operations areas (AOAs) of the airport with respect to his or her own operations and the operations of all subcontractors as specified in the subsection 80-04 titled LIMITATION OF OPERATIONS of Section 80. It is further understood and agreed that the Contractor shall provide for the uninterrupted operation of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft while operating to, from, and upon the airport as specified in the subsection 70-15 titled CONTRACTOR'S RESPONSIBILITY FOR UTILITY SERVICE AND FACILITIES OF OTHERS in Section 70.

b. With respect to his or her own operations and the operations of all subcontractors, the Contractor shall provide marking, lighting, and other acceptable means of identifying personnel, equipment, vehicles, storage areas, and any work area or condition that may be hazardous to the operation of aircraft, fire-rescue equipment, or maintenance vehicles at the airport.

c. When the contract requires the maintenance of vehicular traffic on an existing road, street, or highway during the Contractor's performance of work that is otherwise provided for in the contract, plans, and specifications, the Contractor shall keep such road, street, or highway open to all traffic and shall provide such maintenance as may be required to accommodate traffic. The Contractor shall be responsible for the repair of any damage caused by the Contractor's equipment and personnel. The Contractor shall furnish, erect, and maintain barricades, warning signs, flag person, and other traffic control devices in reasonable conformity with the Manual on Uniform Traffic Control Devices (MUTCD) (http://mutcd.fhwa.dot.gov/), unless otherwise specified. The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways. Unless otherwise specified herein, the Contractor will not be required to furnish snow removal for such existing road, street, or highway.

40-06 Removal of existing structures. All existing structures encountered within the established lines, grades, or grading sections shall be removed by the Contractor, unless such existing structures are otherwise specified to be relocated, adjusted up or down, salvaged, abandoned in place, reused in the work or to remain in place. The cost of removing such existing structures shall not be measured or paid for directly, but shall be included in the various contract items.

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Should the Contractor encounter an existing structure (above or below ground) in the work for which the disposition is not indicated on the plans, the Engineer shall be notified prior to disturbing such structure. The disposition of existing structures so encountered shall be immediately determined by the Engineer in accordance with the provisions of the contract.

Except as provided in the subsection 40-07 titled RIGHTS IN AND USE OF MATERIALS FOUND IN THE WORK of this section, it is intended that all existing materials or structures that may be encountered (within the lines, grades, or grading sections established for completion of the work) shall be used in the work as otherwise provided for in the contract and shall remain the property of the Owner when so used in the work.

40-07 Rights in and use of materials found in the work. Should the Contractor encounter any material such as (but not restricted to) sand, stone, gravel, slag, or concrete slabs within the established lines, grades, or grading sections, the use of which is intended by the terms of the contract to be either embankment or waste, the Contractor may at his or her option either:

a. Use such material in another contract item, providing such use is approved by the Engineer and is in conformance with the contract specifications applicable to such use; or,

b. Remove such material from the site, upon written approval of the Engineer; or

c. Use such material for the Contractor's own temporary construction on site; or,

d. Use such material as intended by the terms of the contract.

Should the Contractor wish to exercise option a., b., or c., the Contractor shall request the Engineer's approval in advance of such use.

Should the Engineer approve the Contractor's request to exercise option a., b., or c., the Contractor shall be paid for the excavation or removal of such material at the applicable contract price. The Contractor shall replace, at his or her own expense, such removed or excavated material with an agreed equal volume of material that is acceptable for use in constructing embankment, backfills, or otherwise to the extent that such replacement material is needed to complete the contract work. The Contractor shall not be charged for use of such material used in the work or removed from the site.

Should the Engineer approve the Contractor's exercise of option a., the Contractor shall be paid, at the applicable contract price, for furnishing and installing such material in accordance with requirements of the contract item in which the material is used.

It is understood and agreed that the Contractor shall make no claim for delays by reason of his or her exercise of option a., b., or c.

The Contractor shall not excavate, remove, or otherwise disturb any material, structure, or part of a structure which is located outside the lines, grades, or grading sections established for the work, except where such excavation or removal is provided for in the contract, plans, or specifications.

40-08 Final cleanup. Upon completion of the work and before acceptance and final payment will be made, the Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, temporary structures, and stumps or portions of trees. The Contractor shall cut all brush and woods within the limits indicated and shall leave the site in a neat and presentable condition. Material cleared from the site and deposited on adjacent property will not be considered as having been disposed of satisfactorily, unless the Contractor has obtained the written permission of such property Owner.

END OF SECTION 40

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BID PROPOSAL FORM
POLSON AIRPORT
AIP 3-30-0061-007-2015
POLSON, MONTANA

101	SP-P-101-5.2.1	Crack Sealing, 1/8" to 3/4" (including routing)	LF	86,000	0.70	60,200.00
102	SP-P-101.5.2.2	Crack Sealing, 3/4" to 1 1/2" (including routing)	LF	4,000	0.81	3,240.00
103	SP-P-101-5.2.3	Crack Sealing (previously sealed, no routing)	LF	10,000	0.65	6,500.00
104	SP-P-608-8.1	Asphalt Surface Treatment	SY	83,355	0.65	54,180.75
105	SP-P-608-8.2	Asphalt Surface Treatment Aggregate	SY	34,958	0.08	2,796.64
106	SP-P-608-8.3	Runway Friction Testing	LS	1	6,875.00	6,875.00
107	SP-P-620-5.1.1	Temporary Markings (1/2 application rate, NO glass beads)	SF	23,400	0.51	11,934.00
108	SP-P-620-5.1.2	Permanent Markings (Full application rate w/ Type 1 glass beads)	SF	23,400	0.52	12,168.00
109	SP-P-630-7.1	Refined Coal Tar Emulsion Slurry Seal Surface Treatment	SY	1,680	5.35	8,988.00
110	SP-GEN	Airside Traffic Control (Max 2% of Base Bid)	LS	1	3,650.00	3,650.00
111	SP-GEN	Mobilization (Max 8% of Base Bid)	LS	1	14,800.00	14,800.00

Total Cost - Base Bid (Basis of Award) **$185,332.39**

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Additive Bid Item I - Remove Pavement and Overlay Section

Item	FAA Spec.	Item Description	Unit	Est. Qnty.	Unit Price	Total Cost
201	M-363-5.1	Full Depth Repair of Bituminous Pavement	SY	1,200	20.15	24,180.00
202	SP-P-101-5.1	Pavement Removal Including Final Base Course Grading	SY	1,200	3.00	3,600.00
204	SP-GEN	Airside Traffic Control (Max. 2% of ABI 1)	LS	1	600.00	600.00
204	SP-GEN	Mobilization (Max. 8% of ABI 1)	LS	1	2,450.00	2,450.00
		Total Cost ABI 1				$30,830.00
		Total Cost Base Bid and ABI 1				$216,162.39

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CITY OF POLSON
CITY COMMISSION AGENDA ITEM SUMMARY

Agenda Item Number: 13
Meeting Date: September 21, 2015
Staff Contact: Cindy Dooley, Finance Officer

AGENDA ITEM SUMMARY: Approve Resolution No. 2015-#____ adopting the fiscal year 2015-2016 budget.

BACKGROUND: The City Commission held a preliminary budget hearing on August 26, 2015 to review the budget at that time. The Finance Officer and City Manager felt that the certification received from the Department of Revenue (DOR) was too low and was in correspondence with the DOR staff to revise the values. Based on this, the preliminary budget hearing was continued until earlier this evening (September 21st at 6:30 pm). The DOR did revise the values and increased the newly taxable property $57,945 to a total of $75,016. This allowed a decrease in the mills to 139.04. The staff still feels this amount is too low but has decided to accept the value for the 2015 tax year.

ANALYSIS: The total appropriations for FY16 are $10,528,781. The budget is considered balanced as appropriations do not exceed the beginning cash plus proposed revenues and accounts receivable/accounts payable outstanding (see revenues compared with expenditures report attached). Cash savings of approximately $160,000 in the General Fund for FY15 due to lower expenditures than budgeted expenditures has been re-appropriated in FY16.

FINANCIAL CONSIDERATIONS: As always, the budget is monitored throughout the year and if necessary spending cutbacks will be made to stay within budget.

STAFF RECOMMENDATION: Pass Resolution No. 2015-____ to adopt the final fiscal year 2015 – 2016 budget.

SUGGESTED MOTION: *I move to approve Resolution No. 2015-#____ to adopt a budget for the City of Polson, Montana for the fiscal year 2015-2016.*

ATTACHMENTS: FY16 Revenues Compared with Expenditures
Tax Levy Requirements Schedules Non-voted & Voted
Resolution No. 2015 - #_____
Summary of Appropriations by Fund and Object

RESOLUTION NO. 2015-#___

A RESOLUTION TO ADOPT A BUDGET FOR THE CITY OF POLSON, MONTANA FOR THE FISCAL YEAR 2015-2016.

WHEREAS, pursuant to MCA section 7-6-4021 the City Commission of the City of Polson, Montana, held a public hearing on the proposed preliminary budget and the permissive medical mills, on Wednesday, August 26, 2015 as required by law and was continued to Monday, September 21, 2015.

WHEREAS, pursuant to MCA section 7-6-4030 the City Commission of the City of Polson has finalized its fiscal year 2016 budget on Monday, September 15, 2015 during the regularly scheduled City Commission Meeting.

NOW THEREFORE BE IT RESOLVED by the Polson City Commission;

1) that the final budget be approved and adopted, and that passage of this resolution authorizes appropriations to defray the expenses or liabilities for the 2015-2016 fiscal year in accordance with items set forth in the final budget, and

2) that the Department of Revenue has provided the City of Polson with its certified taxable valuation pursuant to MCA 15-10-202. The 2015 taxable value for district 23P and 23PT is $8,985,436 less $127,361 Incremental Taxable Value, which results in a 2015 Taxable Value of $8,858,075. The form provided by the Department of Administration was used to determine and calculate the authorized mill levy under Section 15-10-420 MCA, and yields 139.04 mills, having a value of $8,858 per mill, and

3) that the general fund mill levy for fiscal year 2015-2016 be fixed and adopted at 139.04 mills having a value of 8,858 per mill for district 23P and 23PT, and

4) that pursuant to Municipal Budget Law contained in title 7 Chapter 6, Part 40 the annual budget appropriations may be amended as provided in MCA 7-6-4006(3) and 7-6-4012, and

5) that pursuant to Montana Codes 2-9-212, 2-18-703 and 15-10-420 as amended by SB0491, in addition to the above foregoing mill levy, the City Commission held a public hearing on September 21, 2015; and adopted this Resolution on September 21, 2015, allowing the City of Polson to impose 10.5 mills for permissive medical mills, with a value per mill of $8,858 which will generate approximately $93,009 for the purpose of

offsetting increased health insurance premiums for fiscal year 2015-2016, and

6) that pursuant to the primary election held on June 6, 2006, when a 19.95 municipal mill levy for public safety operations and the purchase of public safety equipment was approved by the voters; In fiscal year 2015 the municipal mill levy of 19.95 mills with a value per mill of $8,858 will generate approximately $176,717, and

7) that the total mill levies for the City of Polson for fiscal year 2015-2016 be set at 169.49 mills, and

8) that pursuant to Sections 7-6-4031 and 7-6-4012, the Polson City Manager and Finance Officer are hereby authorized throughout the budget period to transfer appropriations between items within the same fund. The Polson City Manager and Finance Officer are also authorized to adjust appropriations funded by fees in the proprietary golf, water, sewer, and storm water funds, and in the fee-based building fund, but in such event, the adjustments must be based upon the cost of providing the services supported by the fee, and fully funded by the related fees for services, fund reserves, or non fee revenue such as interest.

The effective date of this resolution shall be July 1, 2015.

Passed and approved on this 21st day of September 2015.

_____
Heather Knutson, Mayor

ATTEST:_____
Cora E. Pritt, City Clerk

State of Montana)
:
County of Lake)

On this _____ day of September 2014, before me, the undersigned a Notary Public for the State of Montana, personally appeared Heather Knutson and Cora E. Pritt personally known to me as the Mayor and City Clerk of the City of Polson, Montana the municipal corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

_____

Notary Public for the State of Montana
Printed name:_____
Residing at Polson, Montana
My commission expires:_____

CITY OF POLSON
Tax Levy Requirements Schedule Non-Voted
For the Year: 2015 - 2016

1 Mill Yield: (10) 8858.00
Road 1 Mill Yield: (10) 0.00

Fund	(1) Budget	(2) (8)-(1) Reserve	(3) (1) + (2) Total Required	(4) Cash Available	(5) Non-Tax Revenues	(6) (4) + (5) Total Non-Tax Revenues	(7) (9)*(10) Property Tax Revenues	(8) (6) + (7) Total Resources	(9) Mill Levy
1000 General All-Purpose Fu	2,748,194	461,134	3,209,328	595,071	1,382,641	1,977,712	1,231,616	3,209,328	139.0400
2372 Permissive Medical Mil	100,743	913	101,656	8,647	0	8,647	93,009	101,656	10.5000
Totals	2,848,937	462,047	3,310,984	603,718	1,382,641	1,986,359	1,324,625	3,310,984	149.5400

CITY OF POLSON
Tax Levy Requirements Schedule Voted
For the Year: 2015 - 2016

1 Mill Yield: (10) 8858.00
Road 1 Mill Yield: (10) 0.00

Fund	(1) Budget	(2) (8)-(1) Reserve	(3) (1) + (2) Total Required	(4) Cash Available	(5) Non-Tax Revenues	(6) (4) + (5) Total Non-Tax Revenues	(7) (9)*(10) Property Tax Revenues	(8) (6) + (7) Total Resources	(9) Mill Levy
2020 Police Municipal Servi	219,354	51,824	271,178	81,729	12,732	94,461	176,717	271,178	19.9500
Totals	219,354	51,824	271,178	81,729	12,732	94,461	176,717	271,178	19.9500

Fund	Cash Available	Proposed Revenues	Proposed Expenditures	AP/AR Outstanding	Cash Remaining
1000 General All-Purpose Fund	546,535.36	2,614,326.00	2,748,194.00	48,535.70	461,203.06
2001 Fire Impact Fees	58,206.61	30,050.00	58,000.00	0.00	30,256.61
2002 Parks Impact Fees	13,211.35	2,550.00	0.00	0.00	15,761.35
2020 Police Municipal Services Levy	71,440.10	189,449.00	219,354.00	10,289.06	51,824.16
2170 Airport	5.22	0.00	0.00	0.00	5.22
2210 Parks/Salish Point	25,977.73	4,600.00	18,000.00	0.00	12,577.73
2211 Skate Park Fund	84.55	3,000.00	2,085.00	0.00	999.55
2212 Cultural Trust Grant	102.22	0.00	0.00	0.00	102.22
2213 Dog Park/Travis Dolphin	839.32	0.00	840.00	0.00	-0.68
2214 Rotary Donation	167.06	0.00	168.00	0.00	-0.94
2215 Hanging Basket Maintenance	-1,280.93	3,856.00	3,856.00	2,597.20	1,316.27
2216 Parkland Subdivision Fee (formerly 7060)	71,073.86	1,500.00	38,520.00	0.00	34,053.86
2218 Carol Sampson Sherick Trail Memorial Fund	825.34	0.00	826.00	0.00	-0.66
2219 Parks Donations	282.74	180,050.00	180,283.00	310.18	359.92
2221 Eagle Scout Project Fund	12.33	0.00	13.00	0.00	-0.67
2222 Park Donations - Restricted	7,269.74	0.00	7,270.00	0.00	-0.26
2310 Tax Increment District	409,188.15	89,981.00	209,572.00	-36,145.75	253,451.40
2350 Local Government Study Commission	9,601.35	366.00	11,315.00	1,347.21	-0.44
2372 Permissive Medical Mills	0.00	93,009.00	100,743.00	8,647.48	913.48
2386 Street Permits Revenue	9,573.99	2,500.00	1,100.00	0.00	10,973.99
2390 Drug Forfeiture Fund	12,981.43	45,015.00	47,500.00	473.33	10,969.76
2394 Building Code Enforcement	-11,101.15	85,500.00	76,929.00	-2,414.53	-4,944.68
2395 Tree Fund	1,999.31	6,815.00	3,500.00	-28.38	5,285.93
2398 Credit Card Fees	5.32	1,000.00	1,000.00	0.00	5.32
2401 Light Maintenance District #19	12,997.60	14,250.00	17,000.00	153.42	10,401.02
2402 Light Maintenance District #20	4,172.48	12,040.00	12,000.00	33.80	4,246.28
2500 Weed Cleanup Maintenance Fund	21,012.47	70.00	1,500.00	450.00	20,032.47
2510 Sidewalk Loan Fund	61,806.06	250.00	0.00	0.00	62,056.06
2702 Fire Training Center Donations	19,786.86	2,500.00	0.00	0.00	22,286.86
2703 Fire Memb. Donation Fund	1,489.19	0.00	1,489.00	0.00	0.19
2710 Kids Safety/POLICE/FIRE	549.57	500.00	500.00	0.00	549.57
2720 Police Donations	5,990.93	4,410.00	5,000.00	-64.63	5,336.30
2730 K-9 Donation Fund	1,179.50	1,000.00	1,000.00	-22.98	1,156.52
2810 Police Training Fund	18,963.45	15,035.00	18,000.00	-293.97	15,704.48
2820 Gas Apportionment Tax Fund	42,915.50	99,968.00	107,800.00	-20,104.44	14,979.06
2875 Police Federal Grants	-849.20	850.00	0.00	0.00	0.80
2932 Parks ARRA Recycle Grant	367.22	0.00	368.00	0.00	-0.78
2943 RCDI/Growth Policy	1,670.73	7,160.00	7,813.00	-987.50	30.23
2953 NW Drug Task Force	0.00	107,670.00	107,670.00	0.00	0.00
3500 SPECIAL ASSESSMENT DEBT-Revolving Fund	154,675.99	625.00	0.00	0.00	155,300.99
3542 SID #42 Streetscape Main St. Imp. Project	49,968.37	70,500.00	71,000.00	2,684.74	52,153.11
4520 Streetscape/Main St. Imp. Project	4,294.60	0.00	4,295.00	0.00	-0.40
4530 TIFD City Dock & Walkpath project	11,450.08	0.00	6,189.00	-3,100.83	2,160.25
5010 Golf Fund	297,211.29	2,360,390.00	2,383,773.00	-39,792.66	234,035.63
5201 Water Impact Fees	277,642.28	36,200.00	20,000.00	0.00	293,842.28
5210 Water Fund	942,696.73	1,152,940.00	1,404,307.00	671,103.13	1,362,432.86
5301 Sewer Impact Fees	82,836.30	15,350.00	0.00	0.00	98,186.30
5310 Sewer Fund	2,036,379.85	3,059,000.00	2,554,497.00	56,231.77	2,597,114.62
5390 Stormwater Project Fund	255,391.47	116,300.00	75,512.00	11,298.40	307,477.87
Totals	5,531,600.32	10,430,575.00	10,528,781.00	711,199.75	6,144,594.07

Fund	FTE	Personal Services	Operating & Maintenance	Capital Outlay	Transfers	Total
1000 General All-Purpose Fund		1,897,009	501,897	176,500	2,500	2,748,194
2001 Fire Impact Fees				58,000		58,000
2020 Police Municipal Services Levy		120,354	54,000	45,000		219,354
2210 Parks/Salish Point			3,000	15,000		18,000
2211 Skate Park Fund			85	2,000		2,085
2213 Dog Park/Travis Dolphin			840			840
2214 Rotary Donation			168			168
2215 Hanging Basket Maintenance		3,856				3,856
2216 Parkland Subdivision Fee (formerly 7060)			8,520	30,000		38,520
2218 Carol Sampson Sherick Trail Memorial Fund			826			826
2219 Parks Donations			283	180,000		180,283
2221 Eagle Scout Project Fund					13	13
2222 Park Donations - Restricted				7,270		7,270
2310 Tax Increment District			3,752	126,000		209,572
2350 Local Government Study Commission			11,315			11,315
2372 Permissive Medical Mills					100,743	100,743
2386 Street Permits Revenue			1,100			1,100
2390 Drug Forfeiture Fund			7,500	10,000		47,500
2394 Building Code Enforcement		64,864	6,565	5,000		76,929
2395 Tree Fund			3,500			3,500
2398 Credit Card Fees			1,000			1,000
2401 Light Maintenance District #19			17,000			17,000
2402 Light Maintenance District #20			12,000			12,000
2500 Weed Cleanup Maintenance Fund			1,500			1,500
2703 Fire Memb. Donation Fund			1,489			1,489
2710 Kids Safety/POLICE/FIRE			500			500
2720 Police Donations			5,000			5,000
2730 K-9 Donation Fund			1,000			1,000
2810 Police Training Fund			18,000			18,000
2820 Gas Apportionment Tax Fund			94,000			107,800
2932 Parks ARRA Recycle Grant			368			368
2943 RCDI/Growth Policy			7,813			7,813
2953 NW Drug Task Force		60,000				107,670
3542 SID #42 Streetscape Main St. Imp. Project						71,000
4520 Streetscape/Main St. Imp. Project					4,295	4,295
4530 TIFD City Dock & Walkpath project				6,189		6,189
5010 Golf Fund		445,412	454,115	1,206,700		2,383,773
5201 Water Impact Fees						20,000
5210 Water Fund		288,769	394,225	693,703		1,404,307
5310 Sewer Fund		219,913	322,084	2,012,500		2,554,497
5390 Stormwater Project Fund			25,512	50,000		75,512
Total:		3,100,177	1,958,957	4,623,862	107,551	10,528,781

CITY OF POLSON
CITY COMMISSION AGENDA ITEM SUMMARY

Consent Agenda Item Number: 14
Meeting Date: September 21, 2015
Staff Contact: Kyle Roberts, City Planner
Email: cityplanner@cityofpolson.com Phone: 406-883-8213

AGENDA ITEM SUMMARY: Polson Landing, Proposed Affordable Housing Project

BACKGROUND: At the September 9th City Commission meeting, Housing Solutions Developer, Alex Burkhalter discussed a White Paper about Polson Landing – a proposed 35 unit affordable housing complex located off Ridgewater Drive – and the potential avenues of support that the City could provide for Polson Landing. The City Commission expressed concern over providing the project with a soft loan for the repayment of impact fees; and that because Polson Landing would have a property tax exemption, it could adversely impact funding of local schools. In addition, it was requested that Mr. Burkhalter provide a copy of the May 2015 mini housing market survey used in determining the suitability of Polson for Polson Landing.

Mr. Burkhalter has until Monday, October 5th to submit a Polson Landing application to the Montana Board of Housing (MBOH). The City can make a Polson Landing application competitive by: 1) Providing a letter of support; and 2) Sending a representative to Helena to speak in favor of Polson Landing to MBOH.

ANALYSIS: It is widely acknowledged that there is a great need for affordable housing in Polson. In the May 2015 mini housing market survey of affordable housing in Polson, it was found that of the six low-income restricted housing complexes in town, all six complexes were 100% occupied with all including wait lists. Phone calls have been made to these complexes to verify that these numbers were still accurate. The calls revealed that the numbers are accurate. These numbers illustrate the great need for additional affordable housing in Polson. Furthermore, the survey found that the greatest need in Polson would be for units at 40-49% Area Median Income (AMI). This is the demographic that Polson Landing would serve.

This project would utilize the Housing Tax Credit (HTC), a Federal Government subsidy for affordable housing. To better understand how HTCs work, Section 2 of the Montana Board of Housing (MBOH) 2016 Qualified Allocation Plan (QAP) for Housing Credits in Montana states:

[HTCs] are Awarded by the State of Montana through MBOH to applicants based on the information submitted in or in connection with applications, other information obtained by MBOH staff as provided in this QAP and justification with support documentation supplied by the applicants. At or before the time an Application is made, the Applicant must solicit an Investor who will purchase the tax credits, if Awarded. The housing credits are Awarded each year for a ten-year period. Hypothetically, a Project Awarded $100,000 in tax credits is essentially Awarded $1,000,000 ($100,000 X 10 years) for the ten-year period. When an Investor purchases the credits, the money from the purchase is infused into the financing for the building of the Project. The Investor purchases the housing credits, for example, $ .75 on the dollar ($100,000 X $.75 X 10 years) equating to $750,000. Typically, the Investor pays at a range of $.70 to $.90 on the dollar. This money directly reduces the amount of dollars financed in a Project, thereby reducing the rents that must be charged to tenants as well as assuring that the Project cash flows.

The Investor, through a limited liability partnership (LLP) or a limited partnership (LP), must be a 99.99% Owner of the Project for fifteen years during which the Investor declares $100,000 each year for

ten years as credit on the Investor's income tax. Generally, once fifteen years have passed, the Project is sold back to the General Partner (the .01% partner) for a negotiated amount and the ownership is transferred.

When the applicant submits the application to MBOH, the application must meet 26 threshold requirements, a number of which are generalities. If the application fulfills all threshold requirements, the proposal is then evaluated and awarded tax credits based on development evaluation criteria and scoring outlined in the QAP.

FINANCIAL CONSIDERATIONS: The proposed Polson Landing project would have a property tax exemption. As such the City would not be collecting property taxes that go toward funding essential services such as police and fire. A viable option to remedy the loss in property tax collection would be a Payment of Lieu of Taxes (PILT) agreement. This has been done with similar affordable housing projects elsewhere.

At the September 9th meeting, many voiced concern over how a potential property tax exemption would adversely impact funding of local schools. Funding for schools is complex and comes from many different sources; however, more than half of school funding comes from sources other than local.

STAFF RECOMMENDATION: Provide a letter of support for Polson Landing, and send a representative to Helena to speak in favor of Polson Landing to MBOH.

SUGGESTED MOTION: *I MAKE A MOTION TO PROVIDE A LETTER OF SUPPORT FOR POLSON LANDING, AND SEND A REPRESENTATIVE TO HELENA TO SPEAK IN FAVOR OF POLSON LANDING TO MONTANA BOARD OF HOUSING.*

ATTACHMENTS: Polson Montana – Preliminary Review (Mini housing market survey), May 2015
Polson Landing – At a Glance
City of Polson Letter of Support (revised)

Property Dynamics
7505 - 212th St. SW ● Edmonds, WA 98026
Phone (425) 489-9780

May 6, 2015

To:
Alex Burkhalter
Housing Solutions
Missoula, Montana

Re: Polson Montana - Preliminary Review

We have taken a preliminary look at the market in Polson, Montana for both a family and senior tax credit community. This preliminary review will look at current population estimates for the City, County and market area. We will calculate the number of income and tenure eligible households at 40, 50 & 60 % AMI. For our calculations of eligible households, we will assume tenants will pay up to 35 % of their income to rent. As we are using gross rents (we do not have a utility allowance to determined a net rent), our calculations will be a bit conservative. One item to note is that in many areas, the majority of non-senior renter households are one person & we are not allowed to use one person households for a two bedroom unit, although some households with just one person could choose to live at the subject.

Population

Lake County

The 2014 Census estimated population for Lake County was 29,099, an increase of 353 or 1.2 % from the 2010 Census figure, 28,746. That was an annual average increase of 0.3 % and compared to growth of 0.8 % annually between 2000 and 2010. Over that decade, the County population increased by 2,239 or 8.4 %. More recently from 2013 to 2014, the County population increased by 76 or 0.26 %.

City of Polson

Between 2000 and 2010, the population of Polson increased by 447 or 11.1% or 1.1 % per year on average, from 4,041 in 2000 to its 2010 Census total of 4,448. Over the past three years (2010 - 2013), the population of the City increased by 107 or 2.4 %, a 0.8 % annual rate of growth. From 2012 to 2013, the City population grew by 6 persons or 0.1 %.

Market Area

We will consider the primary market area as the Polson Zip Code (59860). Nielsen has estimated the 2015 market area population at 11,069, an increase of 166 or 1.5 % from the 2010 Census total of 10,903. That was a 0.3 % annual rate of growth and compared to 1.0 % per year on average from 2000 to 2010. Nielsen is projecting growth in the market area will continue over at least the next five years at a slightly higher annual rate. They are projecting an increase of 237 or 2.1 % or 0.4 % annually from 2015 to 2020.

Senior Population

Over the past five years, the number of persons 55 years of age or older in the market area increased by 341 or 9.4 % or 1.9 % per year on average. That increase was more than 5 times the 0.3 % annual rate of growth for the general population over the same period. Nielsen is projecting the age 55+ population to increase by 147 or 3.7 % or 0.7 % per year on average over the next five years (2015 - 2020). Over the same period, they are projecting growth of 0.4 % annually for the general population. It is very clear that the senior population in the market area is bay far the fastest growing segment of the population.

Households

According to Nielsen/Ribbon Demographics, in 2015 there are 4,631 total households in the market area. Between 2010 and 2015 the total number of households has increased by 98 or 20 per year on average. That compared to an increase of 560 or 56 per year on average between 2000 and 2010. Nielsen is projecting that over the next five years (2015 - 2020), the number of households in the market area will increase by 114 or 23 per year on average. Of the total existing households in the market area, 1,500 or 32.4 % are renter tenure.

Senior Project

For our calculations of the number of senior households, we will use all age 55+ renter households. These income ranges are assuming the project will include 40, 50 & 60 % units. As per MBOH guidelines, for the 40 % units will income qualify up to 49 %. For the 50 % units we will go up to 55 % and for the 60 % units we will use 60 %. For our calculations we will assume tenants will pay 35 % of their income to rent. We will also narrow the ranges so as to not double count households. For the units needed, we have simply used a 25 % capture rate.

	Income Ranges
One bdrm units @ 40/49 % AMI	$ 15,429 - 20,903
One bdrm units @ 50/55 % AMI	$ 18,000 - 23,100
One bdrm units @ 60 % AMI	$ 21,600 - 25,200
Two bdrm units @ 40/49 % AMI	$ 18,514 - 23,890
Two bdrm units @ 50/55 % AMI	$ 23,143 - 26,400
Two bdrm units @ 60 % AMI	$ 27,771 - 28,800

Senior Project

	Narrowed Ranges	Households	Units Needed
One bdrm units @ 40/49 % AMI	$ 15,429 - 18,790	29	7
One bdrm units @ 50/55 % AMI	$ 18,790 - 21,945	24	6
One bdrm units @ 60 % AMI	$ 21,945- 25,200	18	5
Total One Bedroom Units		**71**	**18**
Two bdrm units @ 40 % AMI	$ 18,514 - 23,515	16	4
Two bdrm units @ 50 % AMI	$ 23,515 - 25,575	7	2
Two bdrm units @ 60 % AMI	$ 26,880 - 28,800	3	1
Total Two bedroom units		**26**	**7**
Total Project		**97**	**24**

For a senior project, we would recommend no more than twenty (20) units with sixteen (16), being one bedroom and four (4) two bedroom units. The biggest need would be for units at 40 - 49 %, followed by 50 - 55 % and finally 60 %. I do believe a larger project, with up to 24 to 28 units would work in Polson, although the capture rate would be a bit high.

Family

For a family project, we will use non-senior households (under age 62). In the market area in 2015, there are 2,824 total non-senior households with 40.65 % or 1,148 being renter tenure. These income ranges are assuming the project will include 40, 50 & 60 % units. As per MBOH guidelines, for the 40 % units will income qualify up to 49 %. For the 50 % units, we will go up to 55 % and for the 60 % units we will use 60 % as the maximum. For our calculations we will assume tenants will pay 35 % of their income to rent. We will also narrow the ranges so as to not double count households. For the units needed, we have simply used a 25 % capture rate.

	Income Ranges
Two bdrm units @ 40/49 % AMI	$ 18,514 - 26,876
Two bdrm units @ 50/55 % AMI	$ 23,143 - 29,700
Two bdrm units @ 60 % AMI	$ 27,771 - 32,400
Three bdrm units @ 40/49 % AMI	$ 21,360 - 32,201
Three bdrm units @ 50/55 % AMI	$ 26,674 - 35,585
Three bdrm units @ 60 % AMI	$ 32,023 - 38,820

	Narrowed Ranges	Households	Needed
Two bdrm units @ 40/49 % AMI	$ 18,514 - 24,250	88	22
Two bdrm units @ 50/55 % AMI	$ 24,250 - 28,680	62	16
Two bdrm units @ 60 % AMI	$ 28,680 - 32,400	21	5
Total Two Bedroom Units		**171**	**43**
Three bdrm units @ 40 % AMI	$ 21,360 - 29,180	54	13
Three bdrm units @ 50 % AMI	$ 29,180 - 35,000	12	3
Three bdrm units @ 60 % AMI	$ 35,000 - 38,820	5	1
Total Three bedroom units		**71**	**18**
Total Project		**242**	**60**

For a family project, we would recommend a project of 36 - 40 units, with 28 to 30 of the units being two bedroom and with 8 - 10 three bedrooms. If you were to add some one bedrooms, we would recommend from 42 to 48 units. Like a senior project, the biggest need in the Polson area would be for units at 40 - 49 %, followed by 50 - 55 % and finally 60 %.

Existing Housing

Market Rate

We were able to update information on seven market rate apartment projects in the City. Those projects included 100 total units with four vacancies found for a 4 % vacancy rate. Most of the units were newer, with all being in good condition. We have listed below the average rents as well as an estimated market rent. That figure would likely change after we receive your proposed amenity package

	Average Rent	Market Rent
One bedroom one bath	$ 550.00	$ 632.00
Two Bedroom one bath	$ 654.00	$ 720.00
Three bedroom two bath	$ 800.00	$ 820.00

Low Income

At the present time there are six income restricted projects in the City with 177 total. Of those, 172 include unit based rental assistance. Of the six projects, two are restricted to seniors, with three being family and one a mix of seniors and families. Five of the six projects are funded by USDA, with the fifth being a HUD/8 project. We should note that one of the senior projects, the 28 unit Cherry Village North also includes tax credit funding, although it is still covered under Rural Development, with 24 of its 28 units include unit based rental assistance. All six of these projects were 100 % occupied with all including wait lists.

Economic Data

Total employment in Lake County has decreased slightly over the past four years (2010 - 2014, all annual averages), dropping by 4. Over the past year (2013 - 2014), total employment has increased, growing by 169 or a good 1.4 %. When comparing the latest monthly figures available (March 2015 to March 2014), employment was again up, increasing by 79 or 0.6 %. The unemployment rate in the County has decreased substantially since its 9.0 % rate in 2010, dropping to 6.8 % in 2013 and down to 5.8 % in 2014. Over the past twelve months, the unemployment rate has again dropped, from 7.1 % in March 2014 to 5.6 % in March 2015. Overall, we would rate economic conditions in the area as fair, but improving.

Recommendations

Our recommendation for Polson would be to build a family project with 36 to 40 unit. Of those, we would suggest 28 - 30 two bedroom units and 8 - 10 three bedrooms. As we have noted, if you were to add some one bedrooms, we would up the project size to 48 units.

At this time, we would not recommend building a senior project, although with the strong growth at those ages, it may be worth looking into in the next couple of years. If you were to build a senior project at this time, we would recommend building no more than 20 total units, with 16 - one bedroom and 4 - two bedroom units. Although as noted, we feel that a project with up to 24 to 28 units would work, but the capture rate would be on the higher side.

Yours Truly

Gregory M. Fahey
Property Dynamics

SUMMARY OF POLSON AREA APARTMENTS SURVEYED MAY 2015

Market Rate

	Units	Vacant	One Bdrm One bath	Two Bdrm One bath	Three Bdrm Two bath
Lakeview Village	54	2	$ 550-600		
11th Ave.	16	0		$ 650.00	$ 800.00
"C" Ave.	12	1		$ 600-650	$ 800.00
102 Kootenai	8	0		$ 650.00	
1755 "D" St.	4	1		$ 700.00	
901 - 13th Ave. E	4	0		$ 675.00	
2 Unit Apt.	2	0	$ 525.00		
Totals	100	4	$ 550.00	$ 654.00	$ 800.00

Low Income

	Units	Vacant	RA Units	Wait List	Type
Boetcher Terrace	20	0	20	200 names	RD/Family/Senior
Cherry Hill Village	47	0	47	3 names	RD/Family
Cherry Hll Vllg North	24	0	24	"small"	RD/Senior
Lakeview Villa	22	0	22	20 names	RD/Family
Lakeview Village	44	0	40	13 names	HUD/8
Sunnyslope Vista	20	0	19	23 names	RD/Senior
Total	177	0	172		

Pop-Facts: Demographic Quick Facts 2015 Report

Polson 59860

ZIP, (see appendix for geographies), aggregate

Description	Total ZIP	%
Population		
2020 Projection	11,306	
2015 Estimate	11,069	
2010 Census	10,903	
2000 Census	9,887	
Growth 2000 - 2010	10.28%	
Growth 2010 - 2015	1.52%	
Growth 2015 - 2020	2.14%	
Households		
2020 Projection	4,745	
2015 Estimate	4,631	
2010 Census	4,533	
2000 Census	3,973	
Growth 2000 - 2010	14.10%	
Growth 2010 - 2015	2.16%	
Growth 2015 - 2020	2.46%	
2015 Est. Population by Single-Classification Race	11,069	
White Alone	7,668	69.27
Black or African American Alone	41	0.37
American Indian and Alaska Native Alone	2,350	21.23
Asian Alone	70	0.63
Native Hawaiian and Other Pacific Islander Alone	6	0.05
Some Other Race Alone	78	0.70
Two or More Races	856	7.73
2015 Est. Population by Ethnicity (Hispanic or Latino)	11,069	
Hispanic or Latino	428	3.87
Not Hispanic or Latino	10,641	96.13
2015 Occupied Housing Units by Tenure	4,631	
Owner-Occupied	3,125	67.48
Renter-Occupied	1,506	32.52
2015 Average Household Size	2.36	

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Pop-Facts: Demographic Trend 2015

Polson 59860

Area ZIP Codes (see appendix for geographies), Total

Description	2010 Census	%	2015 Estimate	%	2020 Projection	%
Population by Age	10,903		11,069		11,306	
Age 0 - 4	810	7.43%	755	6.82%	790	6.99%
Age 5 - 9	683	6.26%	754	6.81%	759	6.71%
Age 10 - 14	741	6.80%	715	6.46%	754	6.67%
Age 15 - 17	425	3.90%	433	3.91%	448	3.96%
Age 18 - 20	380	3.49%	395	3.57%	413	3.65%
Age 21 - 24	488	4.48%	505	4.56%	576	5.09%
Age 25 - 34	1,132	10.38%	1,158	10.46%	1,209	10.69%
Age 35 - 44	1,108	10.16%	1,080	9.76%	1,118	9.89%
Age 45 - 54	1,499	13.75%	1,296	11.71%	1,114	9.85%
Age 55 - 64	1,610	14.77%	1,654	14.94%	1,548	13.69%
Age 65 - 74	1,084	9.94%	1,351	12.21%	1,576	13.94%
Age 75 - 84	684	6.27%	687	6.21%	694	6.14%
Age 85 and over	259	2.38%	286	2.58%	307	2.72%
Age 16 and over	8,528	78.22%	8,703	78.62%	8,856	78.33%
Age 18 and over	8,244	75.61%	8,412	76.00%	8,555	75.67%
Age 21 and over	7,864	72.13%	8,017	72.43%	8,142	72.01%
Age 65 and over	2,027	18.59%	2,324	21.00%	2,577	22.79%
Median Age	42.2		42.6		41.3	
Population by Sex	10,903		11,069		11,306	
Male	5,310	48.70%	5,380	48.60%	5,501	48.66%
Female	5,593	51.30%	5,689	51.40%	5,805	51.34%

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Pop-Facts: Demographic Trend 2015

Polson 59860

Area ZIP Codes (see appendix for geographies), Total

Description	2010 Census	%	2015 Estimate	%	2020 Projection	%
Pop. by Single-Classification Race by Hispanic/Latino						
Hispanic or Latino:	350		428		516	
White Alone	131	37.43%	150	35.05%	176	34.11%
Black or African American Alone	2	0.57%	2	0.47%	3	0.58%
American Indian and Alaska Native Alone	85	24.29%	109	25.47%	133	25.78%
Asian Alone	0	0.00%	0	0.00%	0	0.00%
Native Hawaiian and Other Pacific Islander Alone	0	0.00%	0	0.00%	1	0.19%
Some Other Race Alone	54	15.43%	70	16.36%	86	16.67%
Two or More Races	78	22.29%	97	22.66%	117	22.67%
Not Hispanic or Latino:	10,553		10,641		10,790	
White Alone	7,737	73.32%	7,518	70.65%	7,310	67.75%
Black or African American Alone	26	0.25%	39	0.37%	54	0.50%
American Indian and Alaska Native Alone	1,971	18.68%	2,241	21.06%	2,544	23.58%
Asian Alone	56	0.53%	70	0.66%	87	0.81%
Native Hawaiian and Other Pacific Islander Alone	5	0.05%	6	0.06%	9	0.08%
Some Other Race Alone	7	0.07%	8	0.08%	6	0.06%
Two or More Races	751	7.12%	759	7.13%	780	7.23%
Households by Age of Householder	4,533		4,631		4,745	
Householder Under 25 Years	247	5.45%	234	5.05%	262	5.52%
Householder 25 to 34 Years	541	11.93%	554	11.96%	576	12.14%
Householder 35 to 44 Years	592	13.06%	574	12.39%	602	12.69%
Householder 45 to 54 Years	877	19.35%	762	16.45%	666	14.04%
Householder 55 to 64 Years	944	20.83%	979	21.14%	926	19.52%
Householder 65 to 74 Years	693	15.29%	869	18.76%	1,027	21.64%
Householder 75 to 84 Years	472	10.41%	474	10.24%	486	10.24%
Householder 85 Years and over	167	3.68%	185	3.99%	200	4.21%
Median Age of Householder	55.1		57.0		57.9	

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ribbon demographics

www.ribbondata.com

HISTA 2.2 Summary Data **Polson, MT 59860**

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nielsen

Nielsen Claritas

Renter Households
Under Age 62 Years
Year 2015 Estimates

	1-Pers HH	2-Pers HH	3-Pers HH	4-Pers HH	5-Pers Estimates*	6+-Pers Estimates*	Total
$0-10,000	227	21	7	14	0	0	**269**
$10,000-20,000	35	131	59	37	28	15	**305**
$20,000-30,000	48	98	42	13	56	32	**289**
$30,000-40,000	9	7	7	10	3	1	**37**
$40,000-50,000	36	13	6	42	3	0	**100**
$50,000-60,000	0	27	0	0	0	0	**27**
$60,000-75,000	11	8	11	9	3	2	**44**
$75,000+	2	4	46	3	15	7	**77**
Total	**368**	**309**	**178**	**128**	**108**	**57**	**1,148**

Renter Households
Aged 55+ Years
Year 2015 Estimates

	1-Pers HH	2-Pers HH	3-Pers HH	4-Pers HH	5-Pers Estimates*	6+-Pers Estimates*	Total
$0-10,000	112	23	0	0	0	0	**135**
$10,000-20,000	85	24	0	0	0	0	**109**
$20,000-30,000	72	34	0	0	0	0	**106**
$30,000-40,000	52	36	0	0	0	0	**88**
$40,000-50,000	48	9	0	0	0	0	**57**
$50,000-60,000	3	8	0	0	0	0	**11**
$60,000-75,000	6	10	0	0	0	0	**16**
$75,000+	13	8	0	0	2	1	**24**
Total	**391**	**152**	**0**	**0**	**2**	**1**	**546**

Renter Households
Aged 62+ Years
Year 2015 Estimates

	1-Pers HH	2-Pers HH	3-Pers HH	4-Pers HH	5-Pers Estimates*	6+-Pers Estimates*	Total
$0-10,000	35	2	0	0	0	0	**37**
$10,000-20,000	85	24	0	0	0	0	**109**
$20,000-30,000	51	2	0	0	0	0	**53**
$30,000-40,000	51	36	0	0	0	0	**87**
$40,000-50,000	16	3	0	0	0	0	**19**
$50,000-60,000	3	8	0	0	0	0	**11**
$60,000-75,000	6	10	0	0	0	0	**16**
$75,000+	12	8	0	0	0	0	**20**
Total	**259**	**93**	**0**	**0**	**0**	**0**	**352**

Renter Households
All Age Groups
Year 2015 Estimates

	1-Pers HH	2-Pers HH	3-Pers HH	4-Pers HH	5-Pers Estimates*	6+-Pers Estimates*	Total
$0-10,000	262	23	7	14	0	0	**306**
$10,000-20,000	120	155	59	37	28	15	**414**
$20,000-30,000	99	100	42	13	56	32	**342**
$30,000-40,000	60	43	7	10	3	1	**124**
$40,000-50,000	52	16	6	42	3	0	**119**
$50,000-60,000	3	35	0	0	0	0	**38**
$60,000-75,000	17	18	11	9	3	2	**60**
$75,000+	14	12	46	3	15	7	**97**
Total	**627**	**402**	**178**	**128**	**108**	**57**	**1,500**

* Estimates based on household size ratios; not cross tabulated data

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HISTA 2.2 Summary Data **Polson, MT 59860**

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Owner Households
Under Age 62 Years
Year 2015 Estimates

	1-Pers HH	2-Pers HH	3-Pers HH	4-Pers HH	5-Pers Estimates*	6+-Pers Estimates*	Total
$0-10,000	57	52	1	15	0	0	**125**
$10,000-20,000	64	42	38	0	22	15	**181**
$20,000-30,000	70	15	1	42	0	0	**128**
$30,000-40,000	17	71	62	28	59	35	**272**
$40,000-50,000	0	22	15	53	0	0	**90**
$50,000-60,000	0	25	30	55	19	12	**141**
$60,000-75,000	27	61	30	68	6	3	**195**
$75,000+	24	232	184	37	42	25	**544**
Total	**259**	**520**	**361**	**298**	**148**	**90**	**1,676**

Owner Households
Aged 55+ Years
Year 2015 Estimates

	1-Pers HH	2-Pers HH	3-Pers HH	4-Pers HH	5-Pers Estimates*	6+-Pers Estimates*	Total
$0-10,000	74	37	1	0	0	0	**112**
$10,000-20,000	166	79	6	0	0	0	**251**
$20,000-30,000	174	148	10	12	2	2	**348**
$30,000-40,000	77	169	0	0	7	5	**258**
$40,000-50,000	28	108	8	1	2	1	**148**
$50,000-60,000	6	101	2	1	14	9	**133**
$60,000-75,000	37	165	39	1	3	2	**247**
$75,000+	88	329	10	7	19	11	**464**
Total	**650**	**1,136**	**76**	**22**	**47**	**30**	**1,961**

Owner Households
Aged 62+ Years
Year 2015 Estimates

	1-Pers HH	2-Pers HH	3-Pers HH	4-Pers HH	5-Pers Estimates*	6+-Pers Estimates*	Total
$0-10,000	44	21	0	0	0	0	**65**
$10,000-20,000	113	45	5	0	0	0	**163**
$20,000-30,000	134	148	9	12	2	2	**307**
$30,000-40,000	61	121	0	0	7	5	**194**
$40,000-50,000	28	93	4	1	2	1	**129**
$50,000-60,000	6	83	0	1	0	0	**90**
$60,000-75,000	10	136	39	1	3	2	**191**
$75,000+	87	215	4	7	2	1	**316**
Total	**483**	**862**	**61**	**22**	**16**	**11**	**1,455**

Owner Households
All Age Groups
Year 2015 Estimates

	1-Pers HH	2-Pers HH	3-Pers HH	4-Pers HH	5-Pers Estimates*	6+-Pers Estimates*	Total
$0-10,000	101	73	1	15	0	0	**190**
$10,000-20,000	177	87	43	0	22	15	**344**
$20,000-30,000	204	163	10	54	2	2	**435**
$30,000-40,000	78	192	62	28	66	40	**466**
$40,000-50,000	28	115	19	54	2	1	**219**
$50,000-60,000	6	108	30	56	19	12	**231**
$60,000-75,000	37	197	69	69	9	5	**386**
$75,000+	111	447	188	44	44	26	**860**
Total	**742**	**1,382**	**422**	**320**	**164**	**101**	**3,131**

* Estimates based on household size ratios; not cross tabulated data

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Renter Households
Under Age 62 Years
Year 2020 Projections

	1-Pers HH	2-Pers HH	3-Pers HH	4-Pers HH	5-Pers Estimates*	6+-Pers Estimates*	Total
$0-10,000	239	17	6	16	0	0	**278**
$10,000-20,000	33	131	60	37	26	16	**303**
$20,000-30,000	35	88	43	16	57	35	**274**
$30,000-40,000	11	13	5	11	5	1	**46**
$40,000-50,000	37	14	2	44	0	0	**97**
$50,000-60,000	0	26	0	0	0	0	**26**
$60,000-75,000	9	7	12	9	3	2	**42**
$75,000+	5	3	52	4	16	10	**90**
Total	**369**	**299**	**180**	**137**	**107**	**64**	**1,156**

Renter Households
Aged 55+ Years
Year 2020 Projections

	1-Pers HH	2-Pers HH	3-Pers HH	4-Pers HH	5-Pers Estimates*	6+-Pers Estimates*	Total
$0-10,000	115	18	0	0	0	0	**133**
$10,000-20,000	84	26	0	0	0	0	**110**
$20,000-30,000	81	30	0	0	0	0	**111**
$30,000-40,000	57	42	0	0	0	0	**99**
$40,000-50,000	54	7	0	0	0	0	**61**
$50,000-60,000	5	10	0	0	0	0	**15**
$60,000-75,000	7	10	0	0	0	0	**17**
$75,000+	21	7	0	0	1	1	**30**
Total	**424**	**150**	**0**	**0**	**1**	**1**	**576**

Renter Households
Aged 62+ Years
Year 2020 Projections

	1-Pers HH	2-Pers HH	3-Pers HH	4-Pers HH	5-Pers Estimates*	6+-Pers Estimates*	Total
$0-10,000	36	1	0	0	0	0	**37**
$10,000-20,000	84	26	0	0	0	0	**110**
$20,000-30,000	62	2	0	0	0	0	**64**
$30,000-40,000	55	42	0	0	0	0	**97**
$40,000-50,000	19	3	0	0	0	0	**22**
$50,000-60,000	5	10	0	0	0	0	**15**
$60,000-75,000	7	10	0	0	0	0	**17**
$75,000+	18	7	0	0	0	0	**25**
Total	**286**	**101**	**0**	**0**	**0**	**0**	**387**

Renter Households
All Age Groups
Year 2020 Projections

	1-Pers HH	2-Pers HH	3-Pers HH	4-Pers HH	5-Pers Estimates*	6+-Pers Estimates*	Total
$0-10,000	275	18	6	16	0	0	**315**
$10,000-20,000	117	157	60	37	26	16	**413**
$20,000-30,000	97	90	43	16	57	35	**338**
$30,000-40,000	66	55	5	11	5	1	**143**
$40,000-50,000	56	17	2	44	0	0	**119**
$50,000-60,000	5	36	0	0	0	0	**41**
$60,000-75,000	16	17	12	9	3	2	**59**
$75,000+	23	10	52	4	16	10	**115**
Total	**655**	**400**	**180**	**137**	**107**	**64**	**1,543**

* Estimates based on household size ratios; not cross tabulated data

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Owner Households
Under Age 62 Years
Year 2020 Projections

	1-Pers HH	2-Pers HH	3-Pers HH	4-Pers HH	5-Pers Estimates*	6+-Pers Estimates*	Total
$0-10,000	49	45	0	14	0	0	**108**
$10,000-20,000	56	39	34	0	24	14	**167**
$20,000-30,000	65	13	1	41	0	0	**120**
$30,000-40,000	13	69	58	36	55	34	**265**
$40,000-50,000	0	18	20	50	0	0	**88**
$50,000-60,000	0	25	28	57	18	12	**140**
$60,000-75,000	22	56	29	64	4	0	**175**
$75,000+	28	219	192	38	43	32	**552**
Total	**233**	**484**	**362**	**300**	**144**	**92**	**1,615**

Owner Households
Aged 55+ Years
Year 2020 Projections

	1-Pers HH	2-Pers HH	3-Pers HH	4-Pers HH	5-Pers Estimates*	6+-Pers Estimates*	Total
$0-10,000	71	38	0	0	0	0	**109**
$10,000-20,000	174	72	5	0	0	0	**251**
$20,000-30,000	172	154	8	13	2	2	**351**
$30,000-40,000	81	172	0	0	9	6	**268**
$40,000-50,000	33	111	10	1	2	2	**159**
$50,000-60,000	7	111	2	1	13	9	**143**
$60,000-75,000	36	167	43	1	2	2	**251**
$75,000+	108	369	13	9	20	12	**531**
Total	**682**	**1,194**	**81**	**25**	**48**	**33**	**2,063**

Owner Households
Aged 62+ Years
Year 2020 Projections

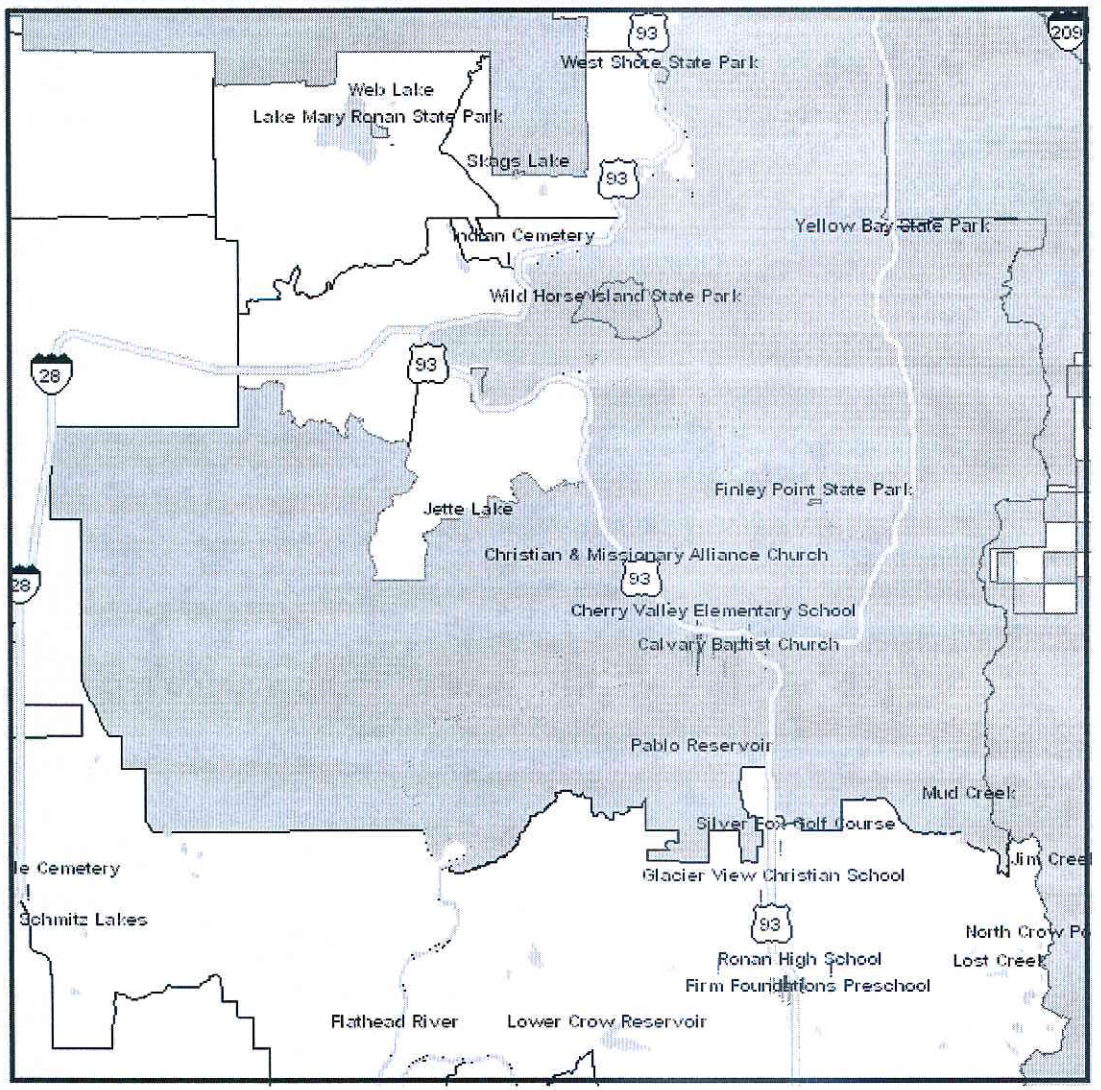
	1-Pers HH	2-Pers HH	3-Pers HH	4-Pers HH	5-Pers Estimates*	6+-Pers Estimates*	Total
$0-10,000	43	23	0	0	0	0	**66**
$10,000-20,000	127	42	5	0	0	0	**174**
$20,000-30,000	135	154	7	13	2	2	**313**
$30,000-40,000	68	126	0	0	9	6	**209**
$40,000-50,000	33	100	5	1	2	2	**143**
$50,000-60,000	7	93	0	1	0	0	**101**
$60,000-75,000	14	140	43	1	2	2	**202**
$75,000+	105	254	6	9	3	2	**379**
Total	**532**	**932**	**66**	**25**	**18**	**14**	**1,587**

Owner Households
All Age Groups
Year 2020 Projections

	1-Pers HH	2-Pers HH	3-Pers HH	4-Pers HH	5-Pers Estimates*	6+-Pers Estimates*	Total
$0-10,000	92	68	0	14	0	0	**174**
$10,000-20,000	183	81	39	0	24	14	**341**
$20,000-30,000	200	167	8	54	2	2	**433**
$30,000-40,000	81	195	58	36	64	40	**474**
$40,000-50,000	33	118	25	51	2	2	**231**
$50,000-60,000	7	118	28	58	18	12	**241**
$60,000-75,000	36	196	72	65	6	2	**377**
$75,000+	133	473	198	47	46	34	**931**
Total	**765**	**1,416**	**428**	**325**	**162**	**106**	**3,202**

* Estimates based on household size ratios; not cross tabulated data

Area Map



Zip Code
See Appendix for Geographies

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Prepared By:

Area Map

Appendix: Area Listing

Area Name:

Type: List - Area ZIP Codes

Geography Code	Geography Name	Geography Code	Geography Name
59860	Polson		

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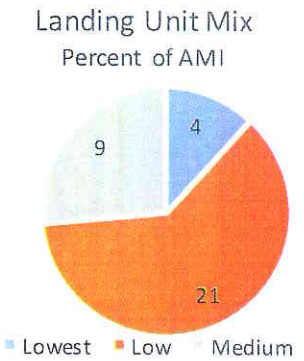
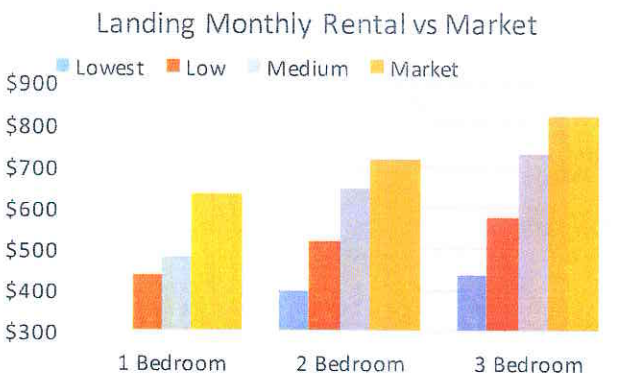
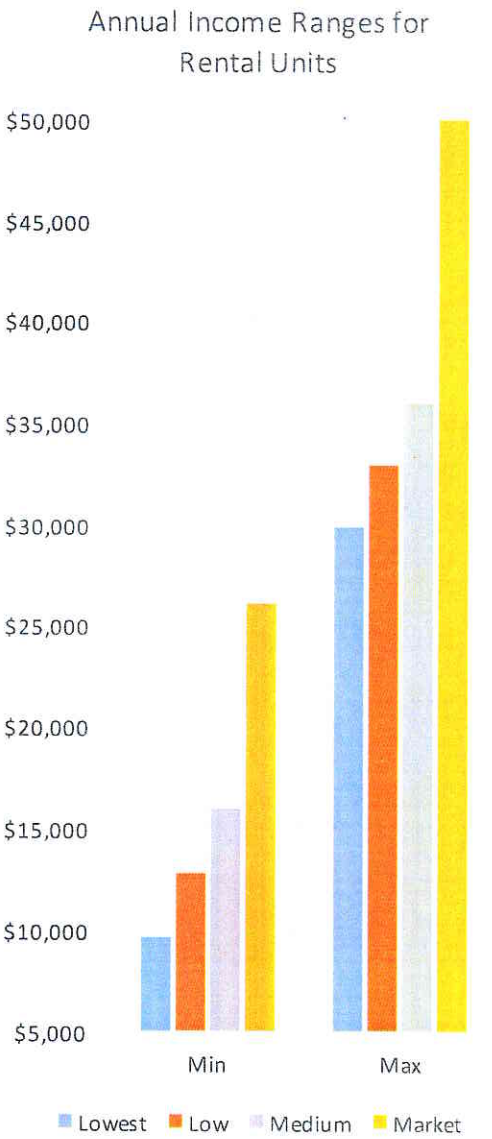
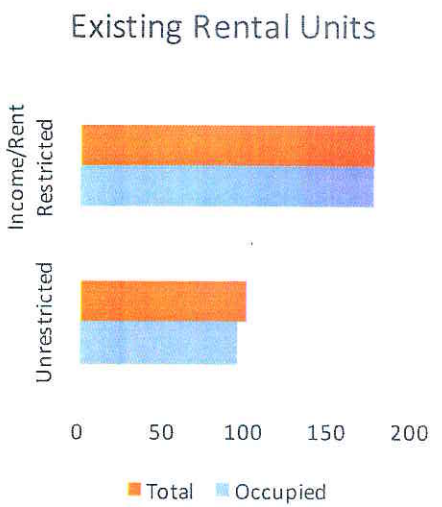
Polson Landing - At a Glance

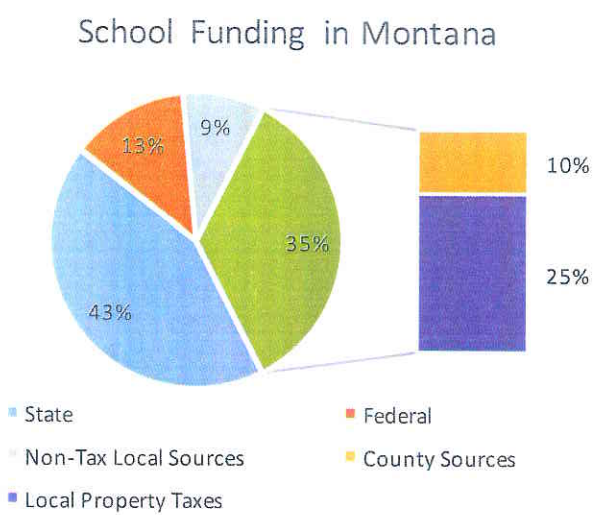






70% of the apartments at Polson Landing are **Lowest 40% AMI** and **Low 50% AMI** Households. The rents are between $325 and $200 below Market. Polson Landing will help those who can not afford the Market Rate Rents. Our Premlinaty Market Study found 177 restricted units, all with waiting lists. More than half of school funding comes sources other than local.





September 21, 2015

Mr. Alex Burkhalter
Housing Solutions LLC
PO Box 2099
Missoula MT 59806

RE: Polson Landing
Proposed Affordable Housing in Polson Montana

Dear Mr. Burkhalter,

We are writing you as evidence of our support for the Polson Landing project. The timing of this could not have been better. We as a commission had been discussing the importance of and need for affordable housing throughout 2015.

Over the last several years Polson has experienced a wave of new development and business. Walmart constructed a brand new super store, Murdoch's moved in, a new Walgreens, two auto parts stores, a MacKenzie River Pizza, and a Red Lion hotel all in the last two years. In addition, the new Polson Heath Clinic has just recently opened its doors.

Our community is also working to position itself as a regional hub for all of Lake County and the US 93 North corridor. The Mission Valley Aquatic Center is now open and grass is coming in on the new Polson Youth Soccer Association's fields. We even have a group working to bring a new indoor hockey rink to town.

With these wonderful new improvements in place our attention has turned to housing. We need safe, decent and affordable housing for all who call Polson home. Your proposed Polson Landing will make a meaningful dent in the need for Very Low to Low Income Housing. Located squarely in the middle of Polson's new growth, your residents will have walking access to shopping, entertainment, recreation and medical service.

The City of Polson will gladly support your project and will send a representative to Helena to speak in favor of Polson Landing to the Montana Board of Housing. Thank you again for your timely work in Polson and we look forward to helping this greatly needed project to completion.

Kindest Regards,

Mayor Heather Knutson