

## Melissa Schnee

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**From:** Saarela, Peggy <Peggy.Saarela@mt.gov>  
**Sent:** Monday, May 23, 2022 1:37 PM  
**To:** Melissa Schnee  
**Cc:** Welsh, Louise  
**Subject:** Missoula Rural Fire District INTERCAP loan approval

Good afternoon Melissa,

Happy to announce I just received approval on Missoula Rural Fire Districts' \$691,000 request to finance two new fire engines. I will prepare the Term Sheet that explains the conditions of the loan and send it to you electronically. When the District is ready for funds please reply to this email and provide the following information so we can start the closing process:

- Next two trustee public meeting dates available to adopt the loan resolution that will be included in the loan package.
- Copy of the invoices that is equal to or in excess of the amount requested.

Please let me know if you have any questions.

### PEGGY SAARELA

CREDIT ANALYST | ADMINISTRATIVE SUPPORT

**MONTANA**

BOARD OF INVESTMENTS

406.444.2436

[INVESTMENTMT.COM](http://INVESTMENTMT.COM)

**MONTANA**  
BOARD OF INVESTMENTS  
**I N T E R C A P**

May 24, 2022

Melissa Schnee, Finance  
Missoula Rural Fire District  
2521 South Ave. West  
Missoula, MT 59804

Re: INTERCAP Program

Dear Ms. Schnee:

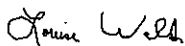
Attached please find a Term Sheet whereby the Board is willing to make a \$691,000.00 loan to the Missoula Rural Fire District to finance costs associated with a purchase of two fire engines.

When the borrower requests funds, it usually takes about three weeks to prepare the final loan closing documents, have them executed, and disburse money; **therefore please notify us approximately four weeks prior to needing funds.**

As part of the closing process, the Board will prepare a template opinion for your governing body's general counsel to use. The template opinion calls for several representations and that the Borrower has perfected a security interest for the benefit of the Board for equipment and vehicles, if applicable. **To avoid delays at loan closing, please include your attorney at the beginning of the process so that he/she can provide a well informed opinion.**

We look forward to working with you to finance your project and appreciate your interest in the INTERCAP program. Please do not hesitate to call if you have any questions.

Sincerely,



Louise Welsh  
Senior Bond Program Officer

LW/ps

Enclosure

INTERCAP PROGRAM

(An annual adjusting interest rate program for  
Montana Local Governments)

**TERM SHEET**

of

BOARD OF INVESTMENTS OF THE STATE OF MONTANA  
(herein referred to as the Board)

to

MISSOULA RURAL FIRE DISTRICT  
(hereinafter referred to as the Borrower)

BORROWER'S ADDRESS: 2521 South Ave West  
Missoula, MT 59804

PRINCIPAL CONTACT PERSON: Melissa Schnee, Finance

PHONE NUMBER: (406) 214-0815  
E-MAIL: [mschnee@mrfdfire.org](mailto:mschnee@mrfdfire.org)

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LOAN AMOUNT: SIX HUNDRED NINETY-ONE THOUSAND AND NO/100 (\$691,000.00)

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TERM OF LOAN: 10 years

TERM SHEET ISSUANCE DATE: May 20, 2022

TERM SHEET VALID THROUGH: May 20, 2023

BORROWER ACT: §§ 7-33-2109, and 7-33-2105, M.C.A.

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## INTERCAP LOAN PROGRAM

### Term Sheet

#### **Section 1. Definitions.**

Capitalized terms herein shall have the respective meanings assigned them in this Section 1, unless the context clearly otherwise requires:

"Act" shall mean Title 17, Chapter 5, Part 16, M.C.A., as amended.

"Adjusted interest rate" shall mean the interest rate on the Loan determined and established pursuant to the Loan Agreement or Bond Resolution.

"Application" shall mean the completed application form executed by the Borrower and submitted to the Board.

"Board" shall mean the State of Montana Board of Investments, a public body corporate organized and existing under the laws of the state of Montana and any successor of its functions hereunder.

"Bond" shall mean the bond or Note issued by the Borrower evidencing a Loan from the Board.

"Borrower" shall mean the Eligible Government Unit set forth on the cover hereof.

"Borrower Act" shall mean Section 7-33-2109, and 7-33-2105, Montana Code Annotated.

"Borrower Resolution" shall mean the resolution, in form and substance satisfactory to the Board, duly enacted by the Governing Body of the Borrower, authorizing the Loan and prescribing the terms thereof and establishing the security thereof, and authorizing the execution and delivery of the Loan Agreement and the Note.

"Eligible Government Unit" shall mean a city, town, school district, county or consolidated city-county, county water and sewer district, a rural fire district, a hospital district, a state agency, organized and existing under the laws of the state or any other governmental entity authorized by the issuer to participate in the INTERCAP Program.

"Governing Body" shall mean (i) with respect to a county, the Board of County Commissioners, (ii) with respect to a city, the City Council or Commission, (iii) with respect to a school district, county water or sewer district, hospital district, or rural fire district, the Board of Trustees, and iv) with respect to any other Eligible Government Unit, such official body having the authority to enter into contracts and to make binding decisions on behalf of such unit.

"Initial Interest Rate" shall mean the rate on the Loan from the date of the Loan to the first Interest Adjustment Date. The current loan rate through February 15, 2023, is 1.50 percent.

"INTERCAP Program or INTERCAP" shall mean the INTERCAP Program of the Board pursuant to which the Board will issue and sell INTERCAP Bonds and use the proceeds thereof to make loans to Eligible Government Units pursuant to the Borrower Act.

"INTERCAP Bonds" shall mean the State of Montana Board of Investments Annual Adjustable Rate Tender Option Municipal Finance Consolidation Act Bonds (INTERCAP Program).

"Interest Adjustment Date" shall mean February 16.

"Loan" shall mean the INTERCAP loan by the Board to the Borrower under the terms of the Loan Agreement or Bond Resolution.

"Loan Agreement" shall mean the agreement entered into between the Board and the Borrower; this agreement may also be a bond resolution or a supplemental bond resolution for the purpose of issuing bonds or additional parity bonds with respect to the Borrower's original revenue bond issue.

"Loan Date" shall mean the anticipated date of closing the Loan.

"Maximum Interest Rate" means the maximum rate of interest on the Bond which shall not exceed seven and sixty-five hundredths percent (7.65%) per annum.

"Note" shall mean the promissory note or Bond issued by the Borrower evidencing a Loan from the Board.

"Pledged Revenues" shall mean the taxes, fees, revenues, assessments or other funds of the Borrower identified as to the source for the repayment of the Loan.

"Project" shall mean the portion of the Total Project to be financed by the INTERCAP Loan.

"Project Costs" shall mean the portion of the costs of the Total Project to be financed by the INTERCAP Loan.

"Total Project" shall mean the project as described in Section 14 of which some or all is to be financed by the INTERCAP Loan.

"Total Project Costs" shall mean the entire cost of acquiring, completing or constructing the project as further described in Section 14.

"System" shall mean, if applicable, the utility operated by the Borrower and from which the revenues pledged to the repayment of the Loan are pledged.

**Section 2. Variable Rate Program.**

The INTERCAP Program is a variable rate program with the interest rate adjusting each February 16.

**Section 3. Authorization to Borrow.**

The Borrower is a duly organized and existing Eligible Government Unit in the state of Montana and has the power under the Borrower Act to enter into a Loan.

**Section 4. Authorization to Undertake Project.**

The Governing Body will or has duly authorized the undertaking of the Project. Prior to the actual closing of the loan, the Borrower will have obtained or will have made all permits, findings and approvals required to the date hereof by any governmental agency or authority, including, but not limited to the Department of Environmental Quality (DEQ), the Environmental Protection Agency (EPA), and the Montana Environmental Protection Agency (MEPA) for the Project. With respect to the Project, the Borrower will comply with all federal and state regulations.

**Section 5. Legal Debt Limits.**

The issuance of the Bond or Note in a principal amount equal to the Loan Amount will not (i) cause the indebtedness of the Borrower to exceed any constitutional or statutory limitation or (ii) violate any term, condition or provision of or constitute a default under any resolution, contract or agreement to which the Borrower is a party or by which the Borrower is bound.

**Section 6. Bidding Requirements and Prevailing Wage.**

The Governing Body will follow where required by law the bidding statutes concerning public contracts including Section 18-2-403 M.C.A., preference for Montana labor and prevailing wage.

**Section 7. Accuracy and Timeliness of Information on Application.**

The information contained in the Application is true, accurate, complete, and not misleading on the date of its original delivery to the Board and as of the date hereof. Any financial information furnished as part of the Application is true and complete as of the dates and for the periods indicated, and there has been no material adverse change in the financial condition of the Borrower. The Borrower covenants that it will notify the Board of any material adverse change in the financial condition or the Borrower's ability to repay the Loan that may occur between the date hereof and the Loan Date.

**Section 8. Borrower Action Before Loan Closing.**

The Borrower recognizes that the closing of the Loan is dependent upon the Borrower's satisfaction of the terms and conditions and that any action taken by the Borrower with respect to entering into a contract for the acquisition or construction of the Project prior to the closing of the Loan is at its own risk and agrees to hold the Board harmless from any loss, damage or claim arising as a result from doing so.

**Section 9. Project Conformance and Cost.**

The Borrower acknowledges and agrees that the Project financed with INTERCAP money conforms with the Total Project description as presented in Section 14 and that all money necessary to pay for Total Project Costs will or has been procured prior to the disbursement of INTERCAP funds.

**Section 10. Modification of Term Sheet.**

The Borrower may request that the Project to be financed with the INTERCAP Loan be modified by either increasing or decreasing the loan amount requested. The Board will have the sole discretion whether or not to consent to an increase in the Loan Amount and such consent shall be in writing. The modification may not substantially change the scope of the Total Project without the Board's approval.

**Section 11. Loan Closing Submission.**

After all the Terms and Conditions have been met and the Borrower is ready to receive financing, the Borrower shall submit to the Board the following loan closing documents (**Board prepares items 1-3 loan documents**):

1. The Borrower Resolution and Loan Agreement;
2. The Note or Bond duly and validly authorized, issued, and executed by the Borrower;
3. An Opinion of Borrower's Counsel in a form acceptable to the Board; and

4. Such other certificates, documents, opinions and information as are required under the Loan Agreement to be delivered to the Board as of the date of issuance of the Note and such other opinions and certificates as the Board may reasonably request to demonstrate compliance with its representations, covenants and agreements contained in the Loan Agreement.

**Section 12. The Loan Agreement.**

The covenants and collateral, if any, securing the Loan shall be contained in the Loan Agreement and such other security instruments, if any, as the Board shall require. Forms of all INTERCAP Program documents required to be delivered by the Borrower to the Board will be provided by the Board.

**Section 13. Project/Project Costs.**

Purchase two fire engines	\$691,000.00
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**Section 14. Total Project/Total Project Costs.**

Purchase of two fire engines	
INTERCAP Portion	\$691,000.00
Borrower portion	<u>\$225,000.00</u>
Total Project	\$916,000.00



## Deputy Fire Marshal Monthly Report

Peter V. Giardino

June 2022

### Activities

#### **Business Inspections (re-inspections):**

- 1400 Wyoming Street (Fireworks stand)

#### **Certificate of Occupancy Finals (Business)**

- 9912 Garrymore Ln. (re-inspection required)

#### **Residential Sprinkler Final, Rough-Ins, and C of O (residential) Inspections**

- 8650 Roller Coaster Rd.
- 10540 Ringneck Rd. (requires re-inspection)
- 8650 Roller Coaster Rd.
- 9063 Bonner Mill Rd (Sprinkler rough-in)
- Witness underground flush @ Hexion
- Hydro test and sprinkler flow test for I-State

#### **Annexation**

- 3470 Trails End Rd. Sent Chief's approval letter to deliverable address.
- 28149 Highway 12 W.
- 11853 Bench Rd.

#### **Water Supply (cisterns, hydrants, etc.)**

#### **Lockboxes**

- Delivered commercial lockbox to I-State at 8350 Racetrack Ln.

#### **Community Risk Reduction, Fire Prevention, and Code Compliance**

- Met with Lou from Carl Construction to discuss fire apparatus access at Copperstone Storall
- Finalized cistern location and fire extinguisher locations for Everlog Homes.
- Provided fire apparatus access requirements to WWM Engineering for Twin Creek Rd. project.
- Reviewed notes for DRT meeting on June 14.
- Requested Missoula County private road requirements from Brent O'Conner.
- Provided comments to CAPS re: fire apparatus access road requirements.
- Worked with WGM Group on cistern location for proposed Learning With Meaning buildings.
- Residential home fire safety inspection for new homeowner's @ 1480 Cresthaven Dr.
- Met with homeowner at 13028 to discuss slash pile mitigation. Will refer to Lt. Paulsen.
- Spoke with homeowner re: driveway requirements.
- Spoke with Kevin from Building Sprinklers, inc. Scheduled final for I-State for Thursday.
- Visit with Fire Cache Day Care for fire prevention talk and 327 tour.

### **Fire Investigations**

- Assembled wildland investigation kit
- 2718 W Central Ave.
  - Started report, contacted witnesses, scheduled follow-up interviews.
  - Follow-up interview with owner and occupants. Lt Paulsen and DFM McDermott attended.
  - Interviewed neighbors who had photos and video prior to MRFD arrival.

### **Classes/Training**

#### **Plan Reviews**

- 3300 Raser Drive
- 2800 N. Ave. W.
- 10655 Horseback Ridge Rd.
- 1003 Medicine Man Cluster (SFR sprinkler plan)
- 11882 Lolo Vista Drive (requires more information for final approval)
- 11882 Lolo Vista Drive (Spoke with occupant who provided information needed to complete plan review)
- 1010 Chief Joseph Cluster (SFR sprinkler plan)
- 3611 Butler View Lane
- 4725 Goodan Lane (New SFR)
- 7985 Highway 200 E. (Fireworks stand)
- 5005 Highway 93 S. (Fireworks stand)
- 11300 Highway 93 S. (Fireworks stand)
- 7037 Two Smokes Way
- 11550 Highway 12 W
- 9295 Miller creek Road
- 8285 El Way
- 1400 Highway 93 S. (Fireworks stand)
- 11454 Wyoming St. (Fireworks stand)
- 10011 Gateway Road (Fireworks stand)

#### **First Due:**

- Copperstone Storall
- First Due webinar on Community Connect
- Teams meeting to discuss scheduling module
- Pre-plan of Pelican Chemicals – 5920 Sandpiper Dr. (Hazmat training)
- Generated new addresses for fireworks stands at 10011 Gateway Rd. and 12345 Hwy 93 S.
- Generated new addresses for fireworks stand at 11300 Hwy 93 S.

#### **Assignments and Other Activities**

- WMAHMT training/readiness for 2022 @ DNRC Helibase.
- DRT meeting.
- Accreditation appraisal of CRR Division for Lt. Horsens
- Accreditation planning meeting
- DRT meeting
- BOT meeting
- Attended a Statewide DEQ Subdivision Seminar (virtual)
- SOG review meeting
- Attended Streamlining Permit meeting @ Sophie Moiese Conference Room
- Permit meeting via Teams

## Deputy Fire Marshal Monthly Report

Dodd McDermott

June 2022

Activities

### **Business Inspections (re-inspections):**

- 12345 Highway 93 S
- 12345 Highway 93s DC
- 11150 Napton Way
- 4805 Highway 93 S

### **Certificate of Occupancy Finals (Business):**

- 

### **Residential Sprinkler Final, Rough-Ins, and C of O (residential) Inspections:**

- 5205 Lupine CFO
- 2411 Pale Evening Ct RI
- 2417 Pale Evening Ct RI
- 5656 Lonesome Dove Ln CFO

### **Annexation:**

- 3900 Coal Mine Rd
- 6090 Wilderness Trail
- 2400 Larch Camp Rd
- 5064 Sky Way
- 7800 Alta View
- 14400 Highway 200 E

### **Water Supply (cisterns, hydrants, etc.):**

- Dairy Subdivision Water cistern meeting

### **Lockboxes:**

- Move and check 10131 Garrymore Ln
- 7600 Pontrelli Place
- 9912 Garrymore

### **Community Risk Reduction, Fire Prevention, and Code Compliance:**

- 

### **Fire Investigations:**

- 2185 Amity Ln

### **Classes/Training:**

- Special Needs Patients
- CAT Camp

### **Plan Reviews:**

- 11565 Ninebark Way

- 6101 Mullan Rd
- 4529 Twin Creek Rd
- 6050 Graves Creek Rd
- 15050 Neil Dr.
- 10758 Sleeman Creek Rd.
- 16535 Folsom Rd
- 7131 Highway 12 W
- 11895 Sleeman Creek Rd
- 5975 Keil Loop
- 2310 Ledgerrock Dr
- 1086 Tamarack Rd
- 5683 Vang Ct Sprinkler plan
- 13800 Harpers Bridge Rd
- 5725 Black Fox Trail
- 3500 North Ave W
- 5300 U Heaven's Gate
- 6775 Mormon Creek Rd
- 6365 Lamar Trail
- 1515 Cote Ln
- 8275 Highway 10 W

**First Due:**

- Community Connect training
- Meeting to gather information on Scheduling module

**Assignments and Other Activities:**

- Replace flags for Hayloft
- Program Appraisals
- Subdivision review meeting
- Meeting with AM Horsens for new information review process
- PSA for fireworks
- Daycare visit 5797 Fire Cache Way

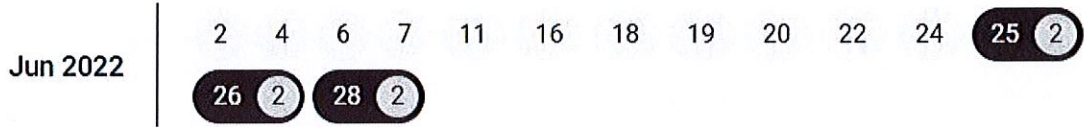
# Public Relations Outreach Breakdown

June 2022

- 17 total documented events
  - 12 social media posts (Facebook/Instagram/Twitter)
  - 1 scheduled media appearance (Newspaper/Radio/TV)
  - 1 in station event (Car Seat Event/Station Tour)
  - 1 impromptu media appearance (Newspaper/Radio/TV)
  - 2 other (Fundraiser/Parade/Etc.)

## Date

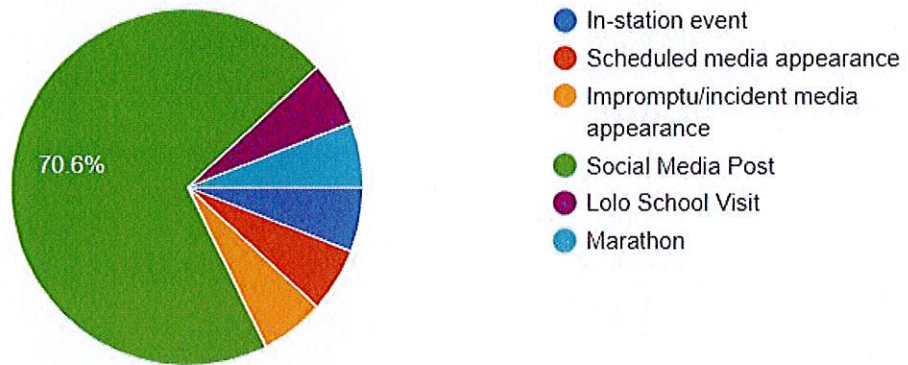
17 responses



## Type

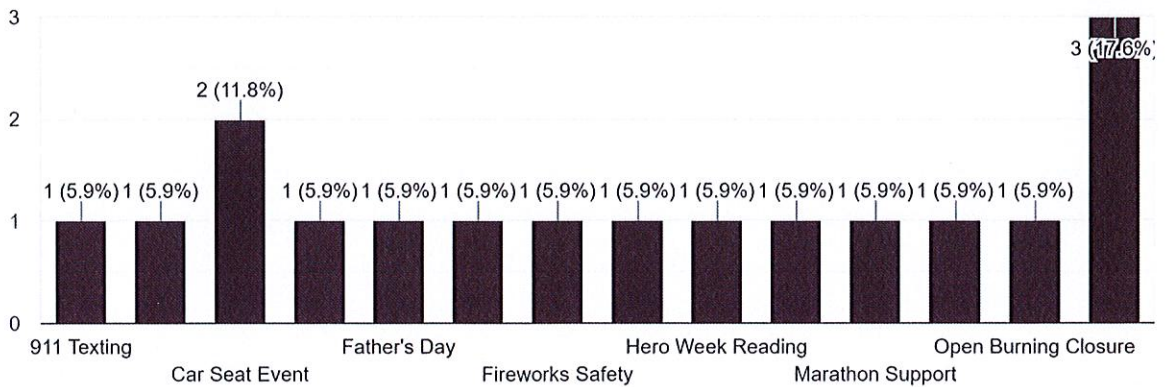
17 responses

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## Topic Being Discussed

17 responses



Missoula Rural Fire District

2521 South Ave. W.

Missoula, MT 59804

406-549-6172

Memorandum of Understanding between Missoula Rural Fire District  
and:

Jon Gildea, DO FACEP, FACOEP

**Section I. Medical Director Services.** Dr. Gildea agrees to provide the  
following services:

- A. Review and reassess as needed the Missoula Rural Fire District's (MRFD's) Emergency Medical Services (EMS) protocols as established with the Montana State Board of Medical Examiners.
- B. Prescribe and oversee the use and storage of EMS supplies including medications. Provide recommendation to the MRFD EMS Council for the purchasing of new supplies and discontinuation of outdated supplies as needed.
- C. Provide direction for the EMS Quality Improvement process by reviewing written and verbal reports.
- D. Review and authorize any forms, applications and written material that must be submitted by MRFD to the Montana State Board of Medical Examiners, the Montana Department of Public Health and Human Services and the National Registry of Emergency Medical Technicians.
- E. Provide training support to the MRFD personnel. A quarterly hands-on training shall be administered by the Medical Director to the MRFD personnel

**Section 2. Consideration.** Missoula Rural Fire District shall pay Dr. Gildea the sum of no less than Nine-Thousand and Five-Hundred Dollars (\$9,500) annually, said rate to be the complete compensation for his services as Medical Directors. Payment will be made yearly in advance of the contract.

**Section 3. Delegation.** The MRFD Medical Director shall not delegate the responsibility for providing program oversight hereunder to any other individual or agency without written or verbal approval of the Fire District or the EMS Coordinator.

**Section 4. Insurance.** The Medical Director will be included on the volunteer rolls of the Missoula Rural Fire District as a volunteer trainer. The Medical Director will be listed as insured on the Fire District's insurance policy. This includes professional liability for each listed firefighter/ Emergency Care Provider.

**Section 5. Termination.** Either party may terminate this M.O.U. upon 30 days written notice provided to the other.

**Section 6. Term.** The contract will commence on July 1, 2022 and end on June 30, 2023.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

\_\_\_\_\_, Chris Newman, Fire Chief

\_\_\_\_\_, Jon Gildea, DO FACEP, FACOEP

\_\_\_\_\_, Ben Murphy, Chairman



## **GENERAL RELEASE OF LIABILITY FOR DONATION OF EQUIPMENT**

This General Release of Liability for Donation of Equipment (“the Agreement”) is hereby made and entered into effective on the date last signed by and between Missoula Rural Fire District, a Montana statutory rural fire district, 2521 South Avenue West, Missoula, Montana 59804 (“the District”) and University of Montana, 32 Campus Drive, Missoula, Montana 59812 (“the Recipient”).

The District hereby agrees to donate, and the Recipient hereby agrees to accept AS IS and WITHOUT WARRANTY OF ANY KIND, the following equipment (“the Equipment”):

<b>Type of Equipment</b>	<b>Make/Model</b>	<b>Serial Number</b>
<b>Radiation Meter</b>	<b>Victoreen</b>	<b>0000000333</b>
<b>Radiation Meter</b>	<b>Victoreen</b>	<b>0000000334</b>
<b>Radiation Meter</b>	<b>Victoreen</b>	<b>0000000336</b>
<b>Radiation Meter</b>	<b>Victoreen</b>	<b>0000000337</b>
<b>Radiation Meter</b>	<b>Victoreen</b>	<b>0000000339</b>
<b>Radiation Meter</b>	<b>Victoreen</b>	<b>0000000260</b>
<b>Radiation Meter</b>	<b>Victoreen</b>	<b>6032</b>

The Recipient acknowledges that the District is not and does not claim to be a dealer or merchant of the Equipment or of any equipment of any kind. The Recipient further acknowledges that in making its decision to accept, possess, and utilize the Equipment, it is not relying on any representations or warranties made by the District. The Recipient is accepting, possessing, and utilizing the Equipment WITHOUT ANY WARRANTIES, EXPRESSED OR IMPLIED, including WITHOUT ANY WARRANTY OF MERCHANTABILITY OR ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

The Recipient agrees that it shall be solely responsible in complying with all OSHA standards and requirements, NFPA standards, medical standards, and any other standards that may exist and are applicable to use of the Equipment. The Recipient further acknowledges and agrees that the District makes no warranties or representations as to whether the Equipment now meets, or in the future may meet, any such applicable standards.

The Recipient understands that once the Equipment is in the possession of the Recipient, the District no longer has any control over its condition, maintenance, function, operability, or use, and thus, the Recipient shall thenceforth assume all responsibility and liability for the Equipment, including its condition, maintenance, function, operability, and use, as well as for hiring or training persons for the same.

The Recipient hereby irrevocably and unconditionally waives, releases, acquits, and forever discharges the District and its trustees, administration, and employees from any and all claims, liabilities, promises, actions, damages, and the like, known or unknown, that the Recipient has or

ever might have against the District, its trustees, administration, and employees, which arise or may arise out of or relate to the Recipient's acceptance, possession, and utilization of the Equipment.

The Recipient agrees to indemnify and hold the District harmless from any and all claims, liabilities, promises, actions, damages, and the like, known or unknown, from its acceptance, possession, and utilization of the Equipment. In addition, the Recipient shall not bring any legal action against the District for any claim, liability, promise, action, or damages waived and released under this Agreement. Should the Recipient bring any type of administrative or legal action arising out of or related to any claim, liability, promise, action, or damages waived and released under this Agreement, the Recipient shall pay the reasonable legal fees and costs that the District incurs in defending against such claim, liability, promise, action, or damages.

The Recipient recognizes that there are certain inherent risks associated with use of the Equipment. The Recipient hereby acknowledges and accepts all liabilities and assumptions of risk regarding the acceptance, possession, and utilization of the Equipment and as to the Equipment's conformity with current OSHA, NIOSH and NFPA standards.

The Recipient understands that it has the right to review this Agreement with its attorney prior to signing it. If the Recipient's duly authorized representatives sign the Agreement, they agree that they have done so after reviewing the Agreement with the Recipient's attorney or have waived the right and opportunity to do so.

Missoula Rural Fire District

By: \_\_\_\_\_ Chris Newman, Chief

By: \_\_\_\_\_ Ben Murphy, Chairman of the Board

Attest By: \_\_\_\_\_ Dick Mangan, Secretary of the Board

---

University of Montana

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

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

State of Montana

County of \_\_\_\_\_

This instrument was signed before me on \_\_\_\_\_

by \_\_\_\_\_  
Print name of signer(s)

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

Affix seal/stamp as close to signature as possible.



## MISSOULA RURAL FIRE DISTRICT

2521 South Avenue West • Missoula, Montana 59804

(406) 549-6172 • FAX (406) 549-6023

www.mrfdfire.org

June 8, 2022

To: MRFD Board of Trustees

From: Chief Newman

Re: **Recommendation of Approval for Annexation: 6090 Wilderness Trail**

Dear Chair Murphy and Members of the Board of Trustees:

Upon my review, I concur with the findings of the Community Risk Reduction Division.

It is my recommendation to the Board that the property listed above should be annexed into the Missoula Rural Fire District.

Sincerely,

A handwritten signature in blue ink, appearing to read "Chris Newman", is written over the word "Sincerely,".

Chris Newman, Fire Chief  
Missoula Rural Fire District



## MISSOULA RURAL FIRE DISTRICT

2521 South Avenue West • Missoula, Montana 59804

(406) 549-6172 • FAX (406) 549-6023

[www.mrfdfire.org](http://www.mrfdfire.org)

6/3/2022

To: Fire Chief Newman  
From: Deputy Fire Marshal  
Re: Annexation of the property located at 6090 Wilderness Trail, Missoula MT, 59804-9702

Please find attached the signed MRFD Annexation Criteria Form (ACF), which was completed after the property was inspected at the above-referenced address. The property owner was contacted and has also received a copy of this criteria form for their records. We explained that once we received the signed copy to acknowledge their understanding and receipt of the ACF, we would then submit this petition of annexation to the MRFD Fire Board for their consideration.

After my review, it is my recommendation to the Board that the property located at , be annexed into the Missoula Rural Fire District.

Sincerely,

Deputy Fire Marshal  
Missoula Rural Fire District



# MISSOULA RURAL FIRE DISTRICT

2521 South Avenue West • Missoula, Montana 59804  
(406) 549-6172 • FAX (406) 549-6023  
www.mrfdfire.org

## PETITION FOR ANNEXATION

We, the undersigned, being taxpaying freeholders and whose names appear upon the last completed assessment roll, do hereby petition the Board of County Commissioners to annex to the Missoula Rural Fire District, the following parcel:

6002902

6090 WILDERNESS TRL

Taxpayer ID:

Property Address:

04-2092-10-3-01-02-0000

Geo Code:

Subdivision Name (if applicable)

S10, T12 N, R20 W, C.O.S. 4910, PARCEL 1, NW4

Legal Description (Quarter, Section, Township, Range, Lot #, Block, COS #, etc.)

Farm Bureau

Name of Insurance Company – Property Insurance

406-728-6811

Insurance Phone Number

Amy Livesay

Contact Name for this Petition

573-268-4709

Contact's Phone Number

Amy@ultramax

Contact's Email Address

Sports.com

Property Owner Signature(s)

Printed Name(s)

Mailing Address

(sign and date)

[Signature] 3/15/20

Robert M. Livesay

6090 Wilderness Trl.  
Missoula, MT 59804-9702

(sign and date)

[Signature] 3/12/20

Amy D. Livesay

Same

(sign and date)

FOR OFFICE USE ONLY:

Annexation accepted and approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by the Board of Trustees for the Missoula Rural Fire District.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_



# Inspection Report

**Status**  
Completed

**Inspected by**  
McDermott, Dodd

**Completed at**  
06/03/2022 12:58

<b>Business Address</b>	<b>Suite</b>	<b>City</b>	<b>State</b>	<b>Zip</b>
6090 WILDERNESS TRL	--	MISSOULA	MT	59804
<b>Business Name</b>	<b>Building Type</b>			
--	IMP_R - Improved Property - Rural			

Item	Result	Remarks
Are there buildings more than 400 sf (ground floor area) and/or public occupancies with structural components?	Yes	
Is there clear openings through gates at least 2 feet wider than the means of access it controls?	Yes	
Number of means of access.	1	
Can the fire department realistically access the property after a snow event or icy conditions? (*CRITICAL*)	Yes	
Are roadways constructed of a hard, all-weather surface designed to support all imposed loads of MRFD apparatus? (*CRITICAL*)	Yes	
Are the roadways a minimum clear width of 16 ft?	Yes	

Item	Result	Remarks
Is there at least 13 ft 6 in. nominal vertical clearance over the full width of the roadway? (*CRITICAL*)	<del>No</del> Yes DM	
Do the curves/turns in the roadway have a minimum radius of 60 ft to the outside of the turn?	Yes	
Is/Are bridge(s) present that require access to the property/structure(s) (*CRITICAL*)	No	
Is/Are bridge(s) designed to support the imposed load of all MRFD fire apparatus. (*CRITICAL*)	N/A (no bridges)	
Is the load limit clearly posted at both approaches to the bridge?	N/A (no bridges)	
Has the vegetation adjacent to the roadway been mitigated?	Yes	
Are there any road/driveway grades steeper than 10 percent?	No	
Is there a dead end roadway more than 300 ft in length?	Yes	
If yes, is there an appropriate turnaround for fire apparatus? (*CRITICAL*)	Yes	
Is there a dead end/cul-de-sac that exceeds 1200 ft in length?	Yes	
If yes, are there approved intermediate turnarounds at a maximum of 1200 ft intervals? (*CRITICAL*)	Yes	
Is the driveway longer than 150 ft?	Yes	
If yes, is there an appropriate turnaround for fire apparatus? (*CRITICAL*)	Yes	
Is the driveway a minimum of 12 feet in width and 13 ft 6 in. in vertical clearance?	Yes	




Item	Result	Remarks
If the driveway is longer than 300 ft, are there pullouts?	Yes	
Are the road and address signs made of appropriate materials and properly located?	Yes	
Is there adequate fire apparatus access provided to within 150 ft of any point of the exterior wall of each building? (300 ft for a sprinklered building) (*CRITICAL*)	Yes	
Are building separations greater than 30 ft?	Yes	
Is the building(s) protected by an automatic sprinkler system in accordance with NFPA 13, 13R or 13D?	No	
Does the building(s) have a local/supervised fire alarm system in accordance with NFPA 72?	No	
Are connections at either water source (if applicable) appropriate for MRFD use?	Yes	
Non-combustible roof?	Yes	
Soffits enclosed?	Yes	
Soffit, attic and crawl space vents screened?	Yes	
Non-combustible siding?	Yes	
Double pane windows?	Yes	
Is/Are deck(s) present?	Yes	
Is/Are decks(s) non-combustible?	No	
Are decks fire resistant?	No	
30-100 ft, Reduced Fuel Zone-Is a fuel break provided by the disruption of the vertical and/or horizontal continuity of flammable/combustible vegetation?	Yes	

Item	Result	Remarks
Is there a potential difference in the wildfire vs structure response capability? (Explain in comments)	Yes	
0-30 ft, Defensible Space Zone-Is all flammable vegetation and combustible growth clear of this area? (*CRITICAL*)	Yes	

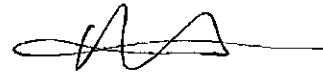
## Inspection Signatures

### Occupancy Contact Signature



Amy Livesay  
 Owner  
 573-268-4709  
 amy@ultramaxsports.com

### Inspector Signature



McDermott, Dodd  
 Lieutenant  
 406-239-0058  
 dmcdermott@mrfdfire.org

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*Chris Newman, Chief*

---

*Ben Murphy, Chairman*



## MISSOULA RURAL FIRE DISTRICT

2521 South Avenue West • Missoula, Montana 59804

(406) 549-6172 • FAX (406) 549-6023

[www.mrfdfire.org](http://www.mrfdfire.org)

June 16, 2022

To: MRFD Board of Trustees

From: Chief Newman

Re: **Recommendation of Approval for Annexation: 2400 Larch Camp Rd., Missoula, MT 59803**

Dear Chair Murphy and Members of the Board of Trustees:

Upon my review, I concur with the findings of the Community Risk Reduction Division.

It is my recommendation to the Board that the property listed above should be annexed into the Missoula Rural Fire District.

Sincerely,

A handwritten signature in blue ink, appearing to read "Chris Newman", is written over a light blue horizontal line.

Chris Newman, Fire Chief  
Missoula Rural Fire District



## MISSOULA RURAL FIRE DISTRICT

2521 South Avenue West • Missoula, Montana 59804  
(406) 549-6172 • FAX (406) 549-6023  
[www.mrfdfire.org](http://www.mrfdfire.org)

6/14/2022

To: Fire Chief Newman  
From: Deputy Fire Marshal Dodd McDermott  
Re: Annexation of the property located at 2400 Larch Camp Rd., Missoula, Mt

Please find attached the signed MRFD Annexation Criteria Form (ACF), which was completed after the property was inspected at the above-referenced address. The property owner was contacted and has also received a copy of this criteria form for their records. We explained that once we received the signed copy to acknowledge their understanding and receipt of the ACF, we would then submit this petition of annexation to the MRFD Fire Board for their consideration.

After my review, it is my recommendation to the Board that the property located at 2400 Larch Camp Rd., Missoula, Mt, be annexed into the Missoula Rural Fire District.

Sincerely,

Dodd McDermott  
Deputy Fire Marshal  
Missoula Rural Fire District



# MISSOULA RURAL FIRE DISTRICT

2521 South Avenue West • Missoula, Montana 59804  
(406) 549-6172 • FAX (406) 549-6023  
www.mrfdfire.org

## PETITION FOR ANNEXATION

We, the undersigned, being taxpaying freeholders and whose names appear upon the last completed assessment roll, do hereby petition the Board of County Commissioners to annex to the Missoula Rural Fire District, the following parcel:

1585509      2400 LARCH CAMP RD.

**Taxpayer ID:**      **Property Address:**

04-2093-10-1-07-05-0000

**Geo Code:**

**Subdivision Name** *(if applicable)*

S10, T12 N, R19 W, C.O.S. 6547, PARCEL A, ACRES 5.95

**Legal Description** *(Quarter, Section, Township, Range, Lot #, Block, COS #, etc.)*

foremost

**Name of Insurance Company – Property Insurance**

877-751-2352

**Insurance Phone Number**

Richard Border

406-207-0876

rfborder@gmail.com

**Contact Name for this Petition**

**Contact's Phone Number**

**Contact's Email Address**

**Property Owner Signature(s)**

**Printed Name(s)**

**Mailing Address**

[Signature]  
*(sign and date)*

Richard Border

2400 Larch Camp Rd.  
Missoula, MT 59803-1852

[Signature]  
*(sign and date)*

Clayetta Border

Same

*(sign and date)*

**FOR OFFICE USE ONLY:**

Annexation accepted and approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by the Board of Trustees for the Missoula Rural Fire District.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_



# Inspection Report

**Status**  
Completed

**Inspected by**  
McDermott, Dodd

**Completed at**  
06/14/2022 16:53

<b>Business Address</b>	<b>Suite</b>	<b>City</b>	<b>State</b>	<b>Zip</b>
2400 LARCH CAMP RD	--	MISSOULA	MT	59803
<b>Business Name</b>	<b>Building Type</b>			
Residence	IMP_R - Improved Property - Rural			

Item	Result	Remarks
What is the distance to the closest MRFD fire station	8.6 Miles to MRFD Station 1	
What is the distance to the closest mutual/auto aid partner	6.1 Miles to MFD Station 3	
Are there buildings more than 400 sf (ground floor area) and/or public occupancies with structural components?	Yes	
Is there clear openings through gates at least 2 feet wider than the means of access it controls?	N/A (no gates)	
Number of means of access.	1	
Can the fire department realistically access the property after a snow event or icy conditions? (*CRITICAL*)	Yes	

Item	Result	Remarks
Are roadways constructed of a hard, all-weather surface designed to support all imposed loads of MRFD apparatus? (*CRITICAL*)	Yes	
Are the roadways a minimum clear width of 16 ft?	Yes	
Is there at least 13 ft 6 in. nominal vertical clearance over the full width of the roadway? (*CRITICAL*)	Yes	
Do the curves/turns in the roadway have a minimum radius of 60 ft to the outside of the turn?	Yes	
Is/Are bridge(s) present that require access to the property/structure(s) (*CRITICAL*)	No	
Is/Are bridge(s) designed to support the imposed load of all MRFD fire apparatus. (*CRITICAL*)	N/A (no bridges)	
Is the load limit clearly posted at both approaches to the bridge?	N/A (no bridges)	
Has the vegetation adjacent to the roadway been mitigated?	Yes	
Are there any road/driveway grades steeper than 10 percent?	No	
Is there a dead end roadway more than 300 ft in length?	Yes	
If yes, is there an appropriate turnaround for fire apparatus? (*CRITICAL*)	Yes	
Is there a dead end/cul-de-sac that exceeds 1200 ft in length?	Yes	
If yes, are there approved intermediate turnarounds at a maximum of 1200 ft intervals? (*CRITICAL*)	Yes	
Is the driveway longer than 150 ft?	Yes	

Item	Result	Remarks
If yes, is there an appropriate turnaround for fire apparatus? (*CRITICAL*)	Yes	
Is the driveway a minimum of 12 feet in width and 13 ft 6 in. in vertical clearance?	Yes	
If the driveway is longer than 300 ft, are there pullouts?	N/A (Driveway not longer than 300 feet)	
Are the road and address signs made of appropriate materials and properly located?	Yes	
Is there adequate fire apparatus access provided to within 150 ft of any point of the exterior wall of each building? (300 ft for a sprinklered building) (*CRITICAL*)	Yes	
Are building separations greater than 30 ft?	Yes	
Is the building(s) protected by an automatic sprinkler system in accordance with NFPA 13, 13R or 13D?	No	
Does the building(s) have a local/supervised fire alarm system in accordance with NFPA 72?	No	
What is the distance to the nearest fire hydrant?	4.7 Miles to hydrant on Pattee Canyon Road	
If fire hydrants are not present, what is the distance to the nearest water storage (cistern or draft site) that meets NFPA 1142 requirements?	N/A	
Are connections at either water source (if applicable) appropriate for MRFD use?	Yes	
Non-combustible roof?	Yes	
Soffits enclosed?	Yes	
Soffit, attic and crawl space vents screened?	Yes	
Non-combustible siding?	No	



Item	Result	Remarks
Double pane windows?	Yes	
Is/Are deck(s) present?	Yes	
Is/Are decks(s) non-combustible?	No	
Are decks fire resistant?	No	
30-100 ft, Reduced Fuel Zone-Is a fuel break provided by the disruption of the vertical and/or horizontal continuity of flammable/combustible vegetation?	Yes	
Is there a potential difference in the wildfire vs structure response capability? (Explain in comments)	Yes	
0-30 ft, Defensible Space Zone-Is all flammable vegetation and combustible growth clear of this area? (*CRITICAL*)	Yes	

## Inspection Signatures

### Occupancy Contact Signature



Richard Border  
 Owner  
 406-207-0876  
 rfborder@gmail.com

### Inspector Signature



McDermott, Dodd  
 Lieutenant  
 406-239-0058  
 dmcdermott@mrfdfire.org

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*Chris Newman, Chief*

---

*Ben Murphy, Chairman*



## MISSOULA RURAL FIRE DISTRICT

2521 South Avenue West • Missoula, Montana 59804

(406) 549-6172 • FAX (406) 549-6023

www.mrfdfire.org

June 22, 2022

To: MRFD Board of Trustees

From: Chief Newman

Re: **Recommendation of Approval for Annexation: 7800 Alta View , Missoula MT, 59804**

Dear Chair Murphy and Members of the Board of Trustees:

Upon my review, I concur with the findings of the Community Risk Reduction Division.

It is my recommendation to the Board that the property listed above should be annexed into the Missoula Rural Fire District.

Sincerely,

A handwritten signature in blue ink, appearing to read "Chris Newman", is written over the word "Sincerely,".

Chris Newman, Fire Chief  
Missoula Rural Fire District



## MISSOULA RURAL FIRE DISTRICT

2521 South Avenue West • Missoula, Montana 59804

(406) 549-6172 • FAX (406) 549-6023

[www.mrfdfire.org](http://www.mrfdfire.org)

6/22/2022

To: Fire Chief Newman  
From: Deputy Fire Marshal Dodd McDermott  
Re: Annexation of the property located at 7800 Alta View, Missoula, MT 59804

Please find attached the signed MRFD Annexation Criteria Form (ACF), which was completed after the property was inspected at the above-referenced address. The property owner was contacted and has also received a copy of this criteria form for their records. We explained that once we received the signed copy to acknowledge their understanding and receipt of the ACF, we would then submit this petition of annexation to the MRFD Fire Board for their consideration.

After my review, it is my recommendation to the Board that the property located at 7800 Alta View, be annexed into the Missoula Rural Fire District.

Sincerely,

Dodd McDermott  
Deputy Fire Marshal  
Missoula Rural Fire District

# FIRE-RESCUE

MISSOULA RURAL FIRE DISTRICT

# MISSOULA RURAL FIRE DISTRICT

2521 South Avenue West • Missoula, Montana 59804

(406) 549-6172 • FAX (406) 549-6023

www.mrfdfire.org

## PETITION FOR ANNEXATION

We, the undersigned, being taxpaying freeholders and whose names appear upon the last completed assessment roll, do hereby petition the Board of County Commissioners to annex to the Missoula Rural Fire District, the following parcel:

3162709      7800 ALTA VW; MISSOULA, MT 59804

**Taxpayer ID:**      **Property Address:**

04-2092-10-3-01-06-0000

**Geo Code:**

**Subdivision Name (if applicable)**

S10, T12 N, R20 W, C.O.S. 4548, PARCEL 3A, NW4 SW4 5.0 AC

**Legal Description (Quarter, Section, Township, Range, Lot #, Block, COS #, etc.)**

State Farm  
**Name of Insurance Company – Property Insurance**

406-721-2980  
**Insurance Phone Number**

Ben Floyd  
**Contact Name for this Petition**

406-370-1242  
**Contact's Phone Number**

benjaminfloyd@icloud.com  
**Contact's Email Address**

**Property Owner Signature(s)**

**Printed Name(s)**

**Mailing Address**

Ben Floyd  
*(sign and date)*

Benjamin Floyd

7800 Alta Vw  
Missoula, MT 59804-9764

K  
*(sign and date)*

Kimberly Webb Floyd

*(sign and date)*

**FOR OFFICE USE ONLY:**

Annexation accepted and approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by the Board of Trustees for the Missoula Rural Fire District.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_