



City Commission Agenda
Civic Center 2 Park Drive South, Great Falls, MT
Commission Chambers Room 206
August 1, 2017

CALL TO ORDER 7:00 P.M.

PLEDGE OF ALLEGIANCE

ROLL CALL/ STAFF INTRODUCTIONS

AGENDA APPROVAL

SWEARING IN

Neighborhood Council 5 Representative - Patrick Bolton.

PRESENTATION

Westside Orchard Update.

PETITIONS AND COMMUNICATIONS

(Public comment on any matter that is not on the agenda of the meeting and that is within the jurisdiction of the City Commission. Please keep your remarks to a maximum of 3 minutes. When at the podium, state your name and address for the record.)

1. Miscellaneous reports and announcements.

NEIGHBORHOOD COUNCILS

2. Miscellaneous reports and announcements from Neighborhood Councils.

BOARDS AND COMMISSIONS

3. Miscellaneous reports and announcements from Boards and Commissions.
4. Appointment, Advisory Commission on International Relationships.

CITY MANAGER

5. Miscellaneous reports and announcements from the City Manager.

CONSENT AGENDA

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

6. Minutes, July 18, 2017, City Commission Meeting.
7. Total Expenditures of \$2,332,879 for the period of July 1, 2017 through July 19, 2017, to include claims over \$5,000, in the amount of \$1,880,630.
8. Contracts List.
9. Approve the purchase of 29 new Motorola Portable Radios for Great Falls Fire Department in the amount of \$99,979.23 from Motorola Solutions utilizing the HGAC (Houston-Galveston Area Council) Cooperative Purchasing Group.
10. Approve the purchases of water meter equipment for the 2018 Fiscal Year from Ferguson Enterprises, Inc. in an amount not to exceed \$250,000.

11. Approve the Professional Services Contract Amendment No. 2 between the City of Great Falls and Thomas Dean & Hoskins for engineering services for the 18th Street South Storm Drain Improvements for a fee not to exceed \$40,530.00, and authorize the City Manager to execute the agreements.

Action: Approve Consent Agenda as presented or remove items for separate discussion and/or vote

PUBLIC HEARINGS

12. Ord. 3163 - An Ordinance Amending Title 17, Chapter 56, Article 10, Section 020, Of The Official Code Of The City Of Great Falls (OCCGF), Pertaining to Development Requirements in The Flood Fringe or Regulated Flood Hazard Area with no Floodway. Action: Conduct a public hearing and adopt or deny Ord. 3163. ***(Presented by Craig Raymond)***
13. Res. 10185 to Levy and Assess Special Improvement General Boulevard Maintenance District No. 3570. Action: Conduct public hearing and adopt or deny Res. 10185. ***(Presented by Melissa Kinzler)***
14. Res. 10186 to Levy and Assess Portage Meadows Boulevard Maintenance District No. 1195. Action: Conduct public hearing and adopt or deny Res. 10186. ***(Presented by Melissa Kinzler)***
15. Res. 10187 to Levy and Assess Street Maintenance District. Action: Conduct public hearing and adopt or deny Res. 10187. ***(Presented by Melissa Kinzler)***
16. Res. 10188 to Levy and Assess Properties within Special Improvement Lighting Districts. Action: Conduct public hearing and adopt or deny Res. 10188. ***(Presented by Melissa Kinzler)***

OLD BUSINESS

17. Contract Award Beech Drive and Cherry Drive Water Main Replacement Project. Action: Approve or deny a contract in the amount of \$838,800.00 to Williams Civil Division, Inc. and authorize the City Manager to execute the construction contract documents. ***(Presented by Jim Rearden)***

NEW BUSINESS

18. Labor Agreement between City of Great Falls and Great Falls Police Protective Association. Action: Approve or deny the labor agreement between the City of Great Falls and the GFPPA, and authorize the City Manager to execute the agreement. ***(Presented by Greg Doyon)***

ORDINANCES/RESOLUTIONS

19. Res. 10193, A Resolution referring Ordinance No. 3162, an ordinance providing that the Charter of the City of Great Falls be amended to cure typographical errors and legal inconsistencies and submitting the proposed amendment to the electors of the city as provided by law to a vote of the people at an election to be held on November 7, 2017. Action: Adopt or deny Res. 10193. ***(Presented by Sara Sexe)***

CITY COMMISSION

20. Miscellaneous reports and announcements from the City Commission.
21. Legislative Initiatives.
22. Commission Initiatives.

ADJOURNMENT

(Please exit the chambers as quickly as possible. Chamber doors will be closed 5 minutes after adjournment of the meeting.) Commission meetings are televised on cable channel 190 and streamed live at <https://greatfallsmt.net>. City Commission meetings are re-aired on cable channel 190 the following Wednesday morning at 10 am, and the following Tuesday evening at 7 pm.



Item: Appointment, Advisory Commission on International Relationships.
From: City Manager's Office
Initiated By: City Commission
Presented By: City Commission
Action Requested: Appoint one member to the Advisory Commission on International Relationships for a partial term through March 31, 2019.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission appoint _____ to the Advisory Commission on International Relationships for the remainder of a three-year term through March 31, 2019.”

2. Mayor calls for a second to the motion, Commission discussion, public comment, and calls for the vote.

Staff Recommendation:

Staff is recommending the appointment of Max Mauch to fill the remainder of a three year term.

Summary:

Kay Silk has served on the Advisory Commission on International Relationships since July 2010 and is not eligible for reappointment. She has remained on the Commission past her term expiration of March 31, 2016, to insure the Commission had enough representation and a successor could be appointed. In order to keep the Commission terms staggered, this term will be a partial term through March 31, 2019. Max Mauch applied for the vacancy in March and has attended the past few meetings. The ACIR Commission is interested in having Mr. Mauch appointed to the Commission.

Background:

International programs are growing for many reasons. Rapid changes in communications technology, globalization of the marketplace, and political changes in the last decade have all contributed to an increasing awareness these trends will accelerate in the future. Communities, as well as individuals, businesses, and institutions will need to learn to participate in the “global village,” or be left behind economically or in other ways.

In order for the City to take a leadership role in nurturing and coordinating some of the international efforts, the Advisory Commission on International Relationships was created by Ordinance 2788 on November 8, 2000, and amended by Ordinance 2863 on October 21, 2003. The Commission provides support, coordination, and exchange of information for international programs in the community.

The Commission consists of nine to eleven members.

Continuing members of this commission are:

Term:
Michael Kraft 4/5/16 - 3/31/19
Katheryn Craig 11/19/14 - 3/31/18
Sandra Erickson 4/16/13 - 3/31/19
Camile Reovan 4/5/16 - 3/31/19
Katheryn Kruithoff 11/5/13 - 3/31/17
Brian C. Nosich 4/18/17 - 3/31/20
Veranika Marozava 4/18/17 - 3/31/20
Lana Kadoshnikov 4/18/17 - 3/31/20
Charity Jacobson 4/18/17 - 3/31/20

Members that have termed out:

Term:
Kay Silk 7/6/10-3/31/16

Citizen interested in serving:

Max Mauch

ATTACHMENTS:

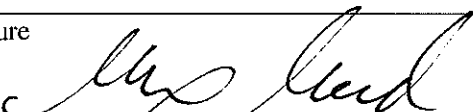
- Application from Max Mauch



**BOARDS AND COMMISSIONS
CITIZEN INTEREST FORM**
(PLEASE PRINT OR TYPE)

Thank you for your interest. Citizen volunteers are regularly appointed to the various boards and commissions. This application subject to Montana Right to Know laws.

Board/Commission Applying For: Advisory Commission on International Relationships		Date of Application: 3/14/17
Name: MAX MAUCH		
Home Address: 137 Riverview 6W		Email address: maxwellmauch@yahoo.com
Home Phone: 406-231-8328	Work Phone: 406-455-5448	Cell Phone: 406-231-8328
Occupation: Point of Care Coordinator Clinical Laboratory Scientist		Employer: Benefis Health System
Would your work schedule conflict with meeting dates? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (If yes, please explain)		
Related experiences or background: I coordinate multi-departmental projects involving Patient Care testing; and have helped coordinate fundraisers in the past.		
Educational Background: '05 B.S. medical Technology, UM-Missoula '05 B.S. Microbiology, UM-Missoula		
IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:		
Previous and current service activities: - Founding Father Delta Omicron Chapter of Kappa Sigma - UM-Missoula - Fundraising / Medical Device donations - Childrens Fund of Ethiopia - Various Volunteer (Model UN, Speech Debate Judge, etc); - work at Non-profit medical facility		
Previous and current public experience (elective or appointive): None		
Membership in other community organizations: None		

Have you ever worked for or are you currently working for the City of Great Falls? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, where and when?	
Do you have any relatives working or serving in any official capacity for the City of Great Falls? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, who, which department, and relationship?	
Have you ever served on a City or County board? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, what board and when did you serve?	
Are you currently serving on a Board? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, which board?	
Please describe your interest in serving on this board/commission? Interested in Local Government, want to put my coordination skills to use for our community.	
Please describe your experience and/or background which you believe qualifies you for service on this board/commission? Experienced in developing professional relationships, dedication of my career to service in the medical testing field.	
Additional comments:	
Signature 	Date: 3/14/17

If you are not selected for the current opening, your application may be kept active for up to one year by contacting the City Manager's office. Should a board/commission vacancy occur within 30 days from the last City Commission appointment, a replacement member may be selected from citizen interest forms submitted from the last advertisement. For more information, contact the City Manager's office at 455-8450.

Return this form to:

City Manager's Office
P.O. Box 5021
Great Falls, MT 59403

Fax:
(406) 727-0005

Email:
kartis@greatfallsmt.net



Item: Minutes, July 18, 2017, Commission Meeting
From: Darcy Dea, Deputy City Clerk
Initiated By:
Presented By:
Action Requested:

ATTACHMENTS:

- ▢ July 18, 2017 - - City Commission Meeting Minutes

Regular City Commission Meeting

Mayor Kelly presiding

Call to Order: 7:00 P.M.

Commission Chambers Room 206

PLEDGE OF ALLEGIANCE

ROLL CALL / STAFF INTRODUCTIONS: City Commission members present: Bob Kelly, Bob Jones, Tracy Houck and Bill Bronson. Commissioner Fred Burow was excused. Also present were City Manager Greg Doyon, Deputy City Manager Chuck Anderson, and job shadow Louis Poeppel; City Clerk Lisa Kunz; Public Works Director Jim Rearden; Planning and Community Development Director Craig Raymond; Library Director Kathy Mora; Park and Recreation Interim Director Patty Rearden; Fiscal Services Director Melissa Kinzler; Fire Chief Steve Hester; City Attorney Sara Sexe; and, Police Chief Dave Bowen.

AGENDA APPROVAL: No changes were proposed by the City Manager or City Commission. The agenda was approved as submitted.

FIREFIGHTER OATH: Mayor Kelly performed the swearing in ceremony for Fire Fighters Carl Marsh, Matt Merritt and Tyler Pfennigs.

PETITIONS AND COMMUNICATIONS

1. Miscellaneous reports and announcements.

Daniel Hartzell, 2325 14th Avenue South, inquired about a legislative proposal to give adolescents a break for first time drug offenses.

Mayor Kelly responded that the legislature is not in session; it meets every two years.

John Hubbard, 615 7th Avenue South, expressed opposition to pay increases for state officials.

Mayor Kelly reminded Mr. Hubbard to comment on matters within the City Commission's jurisdiction.

Mr. Hubbard read a court judgment in his personal court case, as well as a portion of the Park Maintenance District flyer.

NEIGHBORHOOD COUNCILS

2. Miscellaneous reports and announcements from Neighborhood Councils.

There were no miscellaneous reports and announcements from Neighborhood Councils.

BOARDS AND COMMISSIONS

3. Miscellaneous reports and announcements from Boards and Commissions.

There were no miscellaneous reports and announcements from members of boards and commissions.

4. **Appointment, Library Board.**

Commissioner Jones moved, seconded by Commissioner Houck, that the City Commission appoint Whitney Olson to a five-year term through June 30, 2022, to the Library Board.

Mayor Kelly expressed appreciation to both applicants. He asked if there was any discussion amongst the Commissioners. Hearing none, Mayor Kelly asked if there were any comments from the public.

Whitney Olson, 74 Gannon Drive, commented she is an avid user of the Library and hope to continue that for all citizens in the city and county.

CITY MANAGER

5. **Miscellaneous reports and announcements from the City Manager.**

City Manager Greg Doyon reported that discussions are ongoing regarding the annual Christmas tree tradition. This year the process will be more refined.

He announced that MAC will be hosting an open house and Flight Over the Falls welcome event. During the open house there will also be an EOC training exercise for staff and members of the Commission.

Manager Doyon also reported that employees have begun voluntary health screenings through the It Starts With Me program.

He announced that a tentative collective bargaining agreement has been reached with the Police Protective Association. He expressed appreciation to Mr. Frick's team for their professionalism and good nature during negotiations.

Manager Doyon reported that the proposed Park Maintenance District has reached the 20% protest mark. Now that protests have surpassed the 10% threshold, the Commission has the option of sending it to a vote of the public at an election. Initially, it was thought that would occur in November during the municipal election. State statute sets forth that the election has to occur at a school election, which in this case is May 8, 2018. The Commission would need to adopt a resolution by February 20, 2018. There is a strong potential that the school district will be putting a levy on the May ballot as well as conducting a trustee school board election.

Mayor Kelly added that if protests reach 50% by the August 9th deadline, the Commission can do nothing for 12 months going forward. With regard to inquiries why the Commission put this out so quickly, the Commission's goal was to find out what the community wanted and, if there was less than a 10% protest, start the process so that funds would be coming in sooner.

CONSENT AGENDA

6. Minutes, July 5, 2017, Commission Meeting.
7. Total Expenditures of \$5,381,897 for the period of June 16, 2017 through July 5, 2017, to include claims over \$5,000, in the amount of \$5,062,953.
8. Approve Final Payment in the amount of \$29,616.99 to Phillips Construction, LLC and \$299.16

to the State Miscellaneous Tax Fund for the 18th Street Storm Drain Improvements Phase 2A – 1st Alley South to 4th Avenue South, and authorize the City Manager to make the payments.
OF 1462.2

9. Award a contract in the amount of \$107,837.00 to United Materials of Great Falls, Inc. for the Central Avenue Drainage Improvements – 5th to 6th Street, and authorize the City Manager to execute the construction contract documents. **1631.9**

Commissioner Houck moved, seconded by Commissioner Jones, that the City Commission approve the Consent Agenda as submitted.

Mayor Kelly asked if there was any discussion amongst the Commissioners or comments from the public. Hearing none, Mayor Kelly called for the vote.

Motion carried 4-0.

PUBLIC HEARINGS

10. **Resolution 10199 Conditional Use Permit for a “two family residence” land use at 301 50th Street South.**

Planning and Community Development Director Craig Raymond reported that this agenda item is a public hearing on Resolution 10199 which provides for a Conditional Use Permit for the establishment of a two-family residence proposed to be constructed at 301 50th Street South. The area is presently zoned R-3 Single-family high density, wherein a two family residence is permitted upon receiving approval of a Conditional Use Permit and fulfillment of any special conditions that may be appropriate.

The subject property is a 7,920 square foot vacant lot at the corner of 3rd Avenue South and 50th Street South. The applicant wishes to construct a residential duplex upon the subject property, in full compliance with R-3 zoning district dimensional requirements and all other development standards including, but not limited to, setbacks, landscaping, off-street parking, driveway widths and surfacing, structure height and lot coverage.

It has been determined that no unique improvements are necessary to serve the duplex. City services and infrastructure are already available to serve the project. All other improvements associated with development and construction of the proposed duplex would comply with the existing R-3 zoning district standards.

The CUP process is typically done to allow staff and the City’s decision making bodies to establish appropriate conditions to protect the health, safety and general welfare of neighboring property owners and the public. Additionally, it gives the public the opportunity to voice any concerns or support they may have on the proposed development.

Staff finds and recommends that the proposed CUP conforms to the seven criteria established as the basis of decision in the OCCGF 17.16.36.040 in that:

1. *The zoning and conditional use is consistent with the City's Growth Policy and applicable neighborhood plans, if any.*

Phy 4.1 – Encourage a balanced mix of land uses through-out the City.

Phy4.3 – Optimize the efficiency and use of the City's Public facilities and utilities.

2. *The establishment, maintenance or operation of the zoning and conditional use will not be detrimental to, or endanger the health, safety, morals, comfort or general welfare.*

The CUP would have no detrimental impact upon the health, safety, morals, comfort or general welfare.

3. *The conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.*

The residential uses in the neighborhood are generally mixed in density. While the majority of uses in the area are single-family, there are a number of area properties with residential densities of two-family or higher. The property immediately to the south of the subject property is a high-density apartment use with 21 units. Across 3rd Avenue South and 200 feet to the east is a complex of high-density dwelling units operated by the Great Falls Housing Authority. Finally, about two blocks to the west and southwest is a concentration of two, three and four family uses.

The height, scale and design of the structure would be compatible with the existing nearby single-family structures. The proposed design of the two-family structure upon the vacant lot would fit well into the existing neighborhood, with parking contained within two-car garages, sloped rooflines, single story, 2-bedrooms per unit, and landscaped yards. With this design, and with the proximity of the high-density residential development adjoining upon the south, this conditional use would not adversely impact the use, enjoyment or property value of any property in the immediate vicinity.

4. *The conditional use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.*

The proposed project will not impede the normal and ordinary development and improvement of surrounding properties. Adjacent property owners have been notified about the project and City staff has received no questions regarding project specifics.

5. *Adequate utilities, access roads, drainage and/or necessary facilities have been or are being provided.*

Adequate services and infrastructure will be provided to operate the proposed project. Full sidewalks, water, sewer and paved roads already exist adjacent to the subject parcel.

6. *Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.*

The project would generate little to no daily traffic, and will have no discernible impact upon the area road network. Driveway access will be off the lower volume street (50th Street South), thereby avoiding construction of a new point of conflict upon the higher-traffic avenue (3rd Avenue South). Further, this will locate the garages away from the adjoining single-family home, thereby reducing the impact of vehicle noise to that structure.

7. *The conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified by the City Commission.*

The vacant lot is of sufficient size to locate and develop the proposed duplex structure in compliance with all applicable regulations of the City's Land Development Code and, more specifically, the R-3 Zoning District, without need for variance.

At the conclusion of a public hearing held on June 27, 2017, the Zoning Commission recommended the City Commission approve the Conditional Use Permit to construct a two family residence on the subject property.

Mayor Kelly declared the public hearing open.

No one spoke in support of or in opposition to Resolution 10199.

Mayor Kelly closed the public hearing and asked the will of the Commission.

Commissioner Bronson moved, seconded by Commissioner Jones, that the City Commission adopt Resolution 10199, subject to the applicant fulfilling the listed Conditions of Approval.

Mayor Kelly asked if there was any discussion amongst the Commissioners.

Commissioner Houck noted it is a very positive development in that area.

There being no further discussion, Mayor Kelly called for the vote.

Motion carried 4-0.

11. **2017/2018 Business Improvement District (BID) Budget and Work Plan.**

BID Community Director Joan Redeen reported that the initial creation of the BID was in 1989. The pedlet project (sidewalk dining) at the Mighty Mo this past year has been a success. She is working with City staff to expand this project.

Director Redeen also reported that the BID is working on restoring its vintage holiday décor, recently hired a new community resource ambassador, and approved a donation for equipment for the Great Falls Police Department.

Director Redeen noted that she provided assessment information, BID grant activity, as well as the budget and work plan.

Mayor Kelly noted that the valuation and assessments went from approximately \$60 million valuation/\$160,000 assessments in 2007 to approximately \$110 million in valuation and \$243,000 in assessments to indicate the business owners in the district have enjoyed a large acceleration of valuation based, in part, on the work of the BID.

Commissioner Houck asked Director Redeem to expand on the Coins for a Cause project and the BID's beautification efforts.

Director Redeem explained that the BID maintains the flowers in the summer and does provide some snow removal for the businesses in the winter months. In addition to the vintage art project, the BID has done many art projects over the years. Within the BID boundaries the BID provides businesses with trash removal.

Coins for a Cause was established in 2013. This program is designed to help combat panhandling. Change tubs are collected from businesses on a monthly basis. On an annual basis those funds are provided to a direct service provider. In the near future an improved Coins for a Cause will be more visible.

Commissioner Bronson commented that Director Redeem and the BID Board do a stupendous job in making the environment for business in the downtown much better than it otherwise would be.

Mayor Kelly declared the public hearing open.

Speaking in support of the Business Improvement District Budget and Work Plan was:

Shane Etzweiler, President/CEO of the Great Falls Area Chamber of Commerce, 100 1st Avenue North, expressed appreciation to Director Redeem and the BID Board. He noted that the Board takes grant requests/proposals very seriously with acute attention to their fiduciary responsibility in making sure they are using the money wisely to the greater economic benefit of downtown Great Falls.

Brad Livingston, 2704 Big Ranch Road, commented that what Director Redeem does for this community cannot be over emphasized. The Board is equally passionate in believing in the community. Last year he spent a great deal of time downtown and noticed that the cleanliness and aesthetics is improving, not only on the first floor, but the floors above those buildings.

Andy Ferrin, BID Chairman, 308 1st Avenue South, supports the BID budget and work plan. He expressed appreciation to Director Redeem and the two prior speakers.

Speaking in opposition to the Business Improvement District Budget and Work Plan was:

John Hubbard, 615 7th Avenue South, disagreed with comments that downtown is beautiful. He opined that since the new Rescue Mission was built there are more imported homeless people in Great Falls.

There being no one further to address the Commission, Mayor Kelly closed the public hearing and asked the will of the Commission.

Commissioner Bronson moved, seconded by Commissioner Jones, that the City Commission accept the 2017/2018 Business Improvement District Budget and Work Plan.

Mayor Kelly asked if there was any discussion amongst the Commissioners.

In response to a prior comment, Commissioner Houck believes downtown is flourishing and is a safe place.

There being no further discussion, Mayor Kelly called for the vote.

Motion carried 4-0.

12. **2017/2018 Tourism Business Improvement District (TBID) Budget and Work Plan.**

Great Falls Tourism Director Rebecca Engum, 100 1st Avenue North, reported that in 2016 1.1 million visitors spent the night in Great Falls; 2.6 million people drove through Great Falls; 20% of those that spent the night in Great Falls came from Alberta; the mode of transportation was predominately vehicle; and 178,000 visitors came in by plane. She continued that those visitors spent over \$250 million dollars in our community.

The TBID exceeded its goals for last fiscal year. The TBID is starting FY 18 with a redesigned website with more content. The TBID also secured the services of a new marketing firm.

The objectives for Great Falls are to increase awareness of Great Falls, to promote and grow events within the community, increase conventions and meetings, increase October to May travel, and support the creation of activities and attractions. The TBID is looking at trends and will be increasing its digital engagement, social media, new apps, online digital ads, email and content marketing, and meeting attraction ad words campaign.

Director Engum concluded that the TBID budget has held stable.

Mayor Kelly declared the public hearing open.

No one spoke in opposition to the Tourism Business Improvement District Budget and Work Plan.

Speaking in support of the Tourism Business Improvement District Budget and Work Plan were:

Scott Shull, Chairman of the TBID, 3000 3rd Avenue South, thanked Director Engum for her work and is looking forward to many more years of doing so.

Shane Etzweiler, President/CEO of the Great Falls Area Chamber of Commerce, 100 1st Avenue North, encouraged Commission approval of the TBID budget and work plan. He commented that a few years ago the Convention and Visitor Bureau and the TBID joined forces to form a tourism alliance that has now been renamed Great Falls Montana Tourism.

Brad Livingston, 2704 Big Ranch Road, reiterated that a quarter of a billion dollars comes into Great Falls due to tourism. That is second only to the military impact for economy in Great Falls. There is potential to attract visitors to relocate to Great Falls. The river that runs through Great Falls is a treasure many communities wished they had.

Joan Redeen, BID Community Director, 100 1st Avenue North, commented that the BID worked with the TBID and new banners will be unveiled downtown in the near future. She encouraged Commission support of the TBID budget and work plan.

There being no one further to address the Commission, Mayor Kelly closed the public hearing and asked the will of the Commission.

Commissioner Bronson moved, seconded by Commissioner Houck, that the City Commission accept the 2017/2018 Tourism Business Improvement District Budget and Work Plan.

Mayor Kelly asked if there was any discussion amongst the Commissioners.

Commissioner Bronson commended the hotel community for its foresight and willingness to tax themselves to raise money to do these types of marketing. He added that we have to constantly remind ourselves how important tourism is and what a beautiful part of the state and world we live in. If we can share that message we are contributing to the success of this community. The TBID has done a tremendous job emphasizing the community on social media.

Referring to weaknesses in Director Engum's report, Commissioner Bronson noted that Great Falls as a community perpetuates a negative image based on past bad experiences or failures, rather than overcoming those negatives. The community needs to be more optimistic about all of the opportunities we have here.

There being no further discussion, Mayor Kelly called for the vote.

Motion carried 4-0.

13. **Resolution 10194 - Intent to Increase Property Tax.**

With regard to agenda items 13 and 14, Resolutions 10194 and 10195, City Manager Greg Doyon reported that the Commission participates in quarterly budget updates. The manager, some staff and Commission members participated in planning sessions on January 24 and April 17, 2017. On June 28, 2017, Manager Doyon formally transmitted the budget to the Commission. By requirement of the City Charter, the budget then becomes the City Commission's budget, which is the Commission's greatest policy statement. There was also a budget work session on July 5, 2017, for staff to follow up with the Commission to answer any questions or address concerns. At that time, the Commission was presented with the proposed budget and handouts consisting of a general fund contribution worksheet, fund summary, department requested/Manager recommended, administrative capital plan summary, taxable valuation history, as well as statewide legislative impacts that affected the budget. All documents are available on the City's website for the public to view.

There was a focus on public safety the past several years. This core function of City government required some attention. The City Commission was, through budget approvals, able to really make a dent in facilities, capital equipment and operations. Now priorities can be focused in other areas. He noted that the Park District is part of that broader discussion as it would relieve pressure off of the general fund to help support those other areas.

Manager Doyon reviewed and discussed PowerPoint slides pertaining to fiscal year 2018 budget highlights (revenues, capital improvements and facilities, FTE's and operation, general obligation debt, wage adjustments), and proposed user fee adjustments in utility rates. The City of Great Falls has the lowest combined utility rates of any Class 1 city in Montana. Rate adjustments are necessary to maintain each system, complete capital projects and, in recent years, necessary to meet federal/state regulatory requirements for permits. Sanitation fees, golf and pool fees will be monitored. He continued with a budget overview concluding that the overall proposed budget is an 8.4% decrease from last year's adopted budget and a 23.1% decrease from the FY 2017 amended budget. The major difference is the \$28.6 million dollars for the Water Treatment Plant construction in FY 2017. The projection is an increase in tax revenue of about \$2 million, inflation allowance of about \$88,000, and permissive health insurance mill of about \$250,000. Being proposed is an increase of about \$2.3 million. For a house worth \$100,000 the increase will be \$5.06 per year.

Fiscal Services Director Melissa Kinzler reported that, prior to the adoption of the City's annual budget, the City is required to hold public hearings on 1) the intent to increase revenue from property taxation, and 2) the proposed annual budget.

The City of Great Falls has a limited ability to increase property tax revenue because of a statewide property tax cap. Pursuant to Mont. Code Ann. §15-10-420, the City is authorized to increase property tax revenue by "one-half of the average rate of inflation for the prior 3 years."

For Fiscal Year 2018 (Tax Year 2017) as provided by the Montana Department of Administration, the allowable inflationary adjustment is .59%. This amounts to \$88,793 of additional revenue.

State statutes also allow property tax levy increases for premium contributions for group benefits. The City is proposing an additional 1.66% property tax levy increase for health insurance premiums. This would provide \$250,000 in additional revenue to help offset the health insurance increases in the General Fund. Health insurance premiums increased 7.2% for Fiscal Year 2018.

The total proposed allowable property tax levy increase is 2.25%.

The fiscal impact of the proposed increase for inflation for a residential home with a taxable market value of \$100,000 would be approximately \$1.32 for Fiscal Year 2018. The fiscal impact of the proposed increase for the "Permissive Medical Levy" is \$3.74. The total impact on a residential home with a taxable market value of \$100,000 would be \$5.06 for the year. However, Fiscal Year 2017 was the last year of the swimming pool bond resulting in a decrease of \$3.96. Therefore, the total proposed increase is \$1.09.

Additional action by the City Commission will be needed in the future to set the increased mill levy. This will occur after the City receives its certified taxable value from the Montana Department of Revenue in August.

Mayor Kelly declared the public hearing open.

Speaking in opposition to Resolution 10194 was:

John Hubbard, 615 7th Avenue South, spoke in opposition to increased taxes and rates.

Speaking in support of Resolution 10194 was:

Brad Livingston, 2704 Big Ranch Road, complimented the Commission on the shift to public safety. He encouraged the Commission to grow the Police Department to be more proactive rather than reactive.

There being no one further to address the Commission, Mayor Kelly closed the public hearing and asked the will of the Commission.

Commissioner Jones moved, seconded by Commissioner Houck, that the City Commission adopt Resolution 10194 - Intent to Increase Property Tax.

Mayor Kelly asked if there was any discussion amongst the Commissioners.

Commissioner Houck commented that, based on research of other communities, Great Falls is still the best deal in Montana, being one of the top seven cities with the lowest cost of living.

Manager Doyon commented that there were proposals from both the Police and Fire Departments to add additional staffing. Staff has been added when the City was able to afford it. Both departments are very passionate about what they do in wanting to provide the best service possible. The proposed Park Maintenance District was proposed to relieve some of that pressure.

Commissioner Jones added that the school bond issue passed about the same time the Commission was going to work on a public safety mill issue. Timing is always an issue in balancing the work of the City Commission. The Civic Center façade has been talked about for four years. The Commission has to look at public safety as a necessary element of what goes on in this community. It's difficult to balance.

There being no further discussion, Mayor Kelly called for the vote.

Motion carried 4-0.

14. **Resolution 10195 – Annual Budget Resolution.**

Fiscal Services Director Melissa Kinzler noted that this presentation was included with Agenda Report 13. She added that this item is a request to conduct a public hearing, consider any budget changes, and adopt Resolution 10195.

Mayor Kelly declared the public hearing open.

No one spoke in opposition to or in support of Resolution 10195.

Mayor Kelly closed the public hearing and asked the will of the Commission.

Commissioner Bronson moved, seconded by Commissioner Houck, that the City Commission adopt Resolution 10195 - Annual Budget Resolution.

Mayor Kelly asked if there was any discussion amongst the Commissioners.

Commissioner Bronson expressed appreciation to staff for the work on the budget. City government provides some of the most important services that any community needs to be successful. Taxes should be looked at as less of a burden and more as necessary infrastructure that helps provide safer, better streets, more opportunities for businesses to come here and to grow, and more opportunities for citizens to have an enjoyable life. Everyone is getting a service for paying local taxes to thrive as a community. He looks at this budget as a great accomplishment, and a good foundation for future years.

Mayor Kelly noted that the City has come a long way. Out of 58 funds there are only three that have flags. There are now appropriate reserves in place. The Charter calls for 17% and the City is at 21%.

There being no further discussion, Mayor Kelly called for the vote.

Motion carried 4-0.

OLD BUSINESS

15. **Interlocal Agreement between the City of Great Falls and the Board of Cascade County Commissioners regarding the City of Great Falls/Cascade County Joint Public Safety Software Project for the implementation of the Zuercher Technologies, LLC Public Safety Software. OF 1195.6**

Commissioner Bronson stepped out of the meeting at 9:01 p.m., and returned at 9:02 p.m.

City Attorney Sara Sexe reported that the City Commission entered into a contract with Zuercher Technologies, LLC for new public safety software on April 10, 2017. Cascade County was included in the Zuercher contract as an Additional Agency, being provided software and services under the agreement.

After the Zuercher contract was approved by the City Commission, the City and County, through their respective attorneys, Information Technology representatives, and user representatives, worked collaboratively to create an agreement which would set forth the relative obligations of the two entities. The resulting agreement of that collaborative effort is before the Commission for consideration and approval.

The Interlocal Agreement was approved by the Cascade County Board of Commissioners on June 27, 2017.

Commissioner Jones moved, seconded by Commissioner Bronson, that the City Commission approve the Interlocal Agreement between the City of Great Falls and the Board of Cascade County Commissioners regarding the City of Great Falls/Cascade County Joint Public Safety Software Project for the implementation of the Zuercher Technologies, LLC Public Safety Software.

Mayor Kelly asked if there was any discussion amongst the Commissioners.

Mayor Kelly expressed appreciation to both the County and City representatives that made this a much better software agreement between the organizations.

Mayor Kelly asked if there were any comments from the public. Hearing none, Mayor Kelly called for the vote.

Motion carried 4-0.

Mayor Kelly called for a recess at 9:05 p.m., and called the meeting back to order at 9:09 p.m.

NEW BUSINESS

16. **East Ridge Addition Phase 5.**

Planning and Community Development Director Craig Raymond reported that this agenda item is a request to grant preliminary plat approval for East Ridge Addition Phase 5. East Ridge Addition Phase 5 was annexed into the City of Great Falls and assigned R-2 Single Family Medium Density zoning in April, 2009.

The subject property is currently $\pm 40,395$ square feet and is located in the vicinity of 13th Avenue South and 47th Street South. The applicant is requesting a major subdivision to Block 2, Lot 2 of the Phase 5 East Ridge Addition to create 10 lots that range in size from $\pm 3,829$ square feet to $\pm 4,515$ square feet. The Owner would like to develop the subject property with 2-unit townhomes, accompanied by a rezone of the property to PUD Planned Unit Development.

This project also entails the annexation and dedication of Tract 2A as public right-of-way and will enable the construction of 13th Avenue South to an extension of 47th Street South. These parts of the project (annexation and rezone) will be forthcoming in the near future after the preliminary plat has been approved.

The draft improvement agreement will come before the City Commission for consideration. Generally, the required improvements to serve the subdivision are:

Roadways: The Owner is responsible for the installation of all improvements to 47th Street South and 13th Avenue South, in accordance with plans submitted to and approved by the City of Great Falls Engineering Division.

Utilities: The Owner is responsible for the installation of all public utilities, as per the Improvement Agreement, in order to serve the proposed subdivision. The on-site improvements required for the development of the subject property shall be installed as shown on the final construction plans that are submitted to, and approved by, the Public Works Department. The on-site improvements shall include everything required to provide water, sanitary sewer, storm water management, and access, including streets and sidewalks.

Storm Water Management: A Stormwater Management Plan shall be developed to City standards, and it shall be submitted to the City Public Works Department for review and approval prior to issuance of building permits. It should be noted at this time that details of the improvement agreement include cost share and reimbursements between the developer, the city and other adjacent owners.

The basis for decision to approve, conditionally approve, or deny a proposed subdivision is whether the subdivision application, preliminary plat, applicable environmental assessment, public hearing, Planning Board recommendations, or additional information demonstrate that development of the proposed subdivision meets the requirements of Mont. Code Ann. § 76-3-608. The governing body shall issue written findings of fact that weigh the criteria of Mont. Code Ann. § 76-3-608 (3), which were included with the agenda report. Staff's position is that the proposed subdivision complies with all of the review criteria as submitted.

At the conclusion of a public hearing held on June 27, 2017, the Planning Advisory Board recommended the City Commission approve the Preliminary Plat, of the Amended Plat, of the Correctional Plat of East Ridge Addition Phase 5, all subject to the fulfillment of the following Conditions of Approval:

1. General Code Compliance. The proposed project shall be developed consistent with the conditions in this report, and all codes and ordinances of the City of Great Falls, the State of Montana, and all other applicable regulatory agencies.
2. Amended Plat. Provide an Amended Plat of the subject property which shall incorporate corrections of any errors, or omissions, noted by Staff.

Commissioner Jones moved, seconded by Commissioner Bronson, that the City Commission approve the Preliminary Plat, of the Amended Plat, of the Correctional Plat of East Ridge Addition Phase 5 and

accompanying Findings of Fact subject to fulfillment of conditions stipulated by the Planning Advisory Board.

Mayor Kelly asked if there was any discussion amongst the Commissioners.

Commissioner Jones commented that the roads in and out are reasonable for public safety response.

Mayor Kelly asked if there were any comments from the public. Hearing none, Mayor Kelly called for the vote.

Motion carried 4-0.

17. **Church of Christ Preliminary Plat to allow the Sunrise Meadows Subdivision.**

Planning and Community Development Director Craig Raymond reported that this agenda item is a request to grant preliminary plat approval for 3400 Central Church Building, Inc. for the subdivision of roughly 27 acres of property into 19 separate parcels of land.

The applicant, 3400 Central Church Building, Inc., is requesting annexation, zoning, Preliminary Plat for a Major Subdivision, and a Conditional Use Permit to allow a Worship Facility for 27 acres of vacant property adjoining the eastern edge of the City. More specifically, the property contains six tracts of land plus two remainder tracts known as Sunrise Subdivision, Beebe Tracts. The City Commission will be considering the Preliminary Plat request only this evening.

The property is bordered by 46th Street South and the terminus of Central Avenue to the west, additional unincorporated County property to the south adjoining 3rd Avenue South, more unincorporated land west of 57th Street South, and additional unincorporated lots bordering 2nd Avenue North. The property is contiguous to the City limits along 46th Street South, along the Church of Jesus Christ of Latter-Day Saints property, and along an apartment complex owned by the City's Housing Authority.

The applicant's request is guided by the desire to construct a new church facility called Church of Christ. According to the applicant's schematic plan, the church would have an access drive off 46th Street South. A secondary access to ensure proper emergency service would also be required from an extension of Central Avenue into the property. The applicant has shown on preliminary conceptual plans how both the church and associated parking areas can be expanded to meet future congregation needs. All of the details of the proposed church will require permit review by staff and design review by the Design Review Board.

In addition to the proposed church facility, the applicant has been working with a local developer who wishes to develop the northern portion of the property for residential four-plex structures. Because the proposed worship facility is planned to have its own parcel and the four-plexes each require their own lots, the applicant is required to do a Major Subdivision and a Preliminary Plat. The plat features a large block of property for the proposed church, an extension of Central Avenue which is needed for street continuity and access to the four-unit structures, and 15 lots for the residential structures (60 units total). The proposed Preliminary Plat also shows the potential for future development on a large lot north of the Central Avenue extension (Lot 9) as well as a block of property in the southeast corner (Block 4). Another larger parcel (Block 3) will be strictly

reserved for stormwater runoff control. Because the City of Great Falls Public Works Department views the facility constructed on Block 3 to be a regional stormwater control facility, this lot is proposed to be dedicated to the City for ownership and utility management.

The draft improvement agreement will come before the City Commission in the near future. Generally, the required improvements to serve the subdivision are:

Transportation – Currently, 46th Street South is developed to a more urban standard both north and south of the property proposed for annexation. To that end, the applicant is required to perform the following upgrades: 1) install boulevard trees on the east side of the entire street frontage, 2) install curb and sidewalk along the same frontage, and 3) reconstruct the street itself to meet City requirements. This would also include some waterline, drainage inlet, and stormwater piping improvements. The applicant will be entitled to some reimbursement from owners to the west of the street for these improvements, and those owners will still be required to install sidewalk and boulevard trees on the west side of the street at the time of future annexation and development. Additionally, Central Avenue is required to be extended into the property proposed for annexation during development of the four-unit multifamily structures. Central Avenue will be built to typical City standards with pavement wide enough for on-street parking, curb, boulevard-style sidewalks and boulevard trees. As development occurs eastward, Central must continue to be extended to the east property line of the annexed area in order to facilitate City street connectivity and additional emergency service capability for the proposed church. Over the long-term, additional annexation and development will allow Central to eventually connect with 57th Street South. Because the property contains approximately 1700 feet of length from east to west, it is absolutely critical to also create a north-south public street spine so the block length on the property is not so large. As a result, the Annexation Improvement Agreement requires the applicant to dedicate a future north-south street identified on the Preliminary Plat as 50th Street. As future development of the 27 acres occurs (for example, future four-unit multifamily buildings beyond those currently shown) or development of Block 4, this street will have to be constructed as a new public road. Adjacent development north and south of this parcel will eventually allow this future street to connect between 3rd Avenue South and 2nd Avenue North.

Stormwater – There is no stormwater piping in 46th Street South between 3rd Avenue South and 2nd Avenue North. As a result, drainage flowing onto the property from west of 46th Street has to be captured from the proposed development, then piped from the southwest corner of the property to Central Avenue. Once at Central, it can be incorporated into the inlet/piping system in the proposed new street and directed eastward. This drainage plus the natural flow of the property will eventually flow to a large detention/retention pond that will be constructed by the developer on Block 3 of the proposed subdivision. This lot and pond will be turned over to the City as a regional drainage facility. The applicant's stormwater plans are under review by both the City's Engineering and Environmental Divisions. Because the City is in the process of implementing its new Municipal Separate Storm System requirements, there are two issues that will require further coordination with the applicant: 1) the City's water quality permitting requirements require developers to demonstrate why on-property water quality controls are not possible if a larger off-site holding pond is being proposed to filter out pollutants; and 2) Because the detention/retention pond facility proposed to be constructed and turned over to the City discharges into a sensitive, large, and low-lying area, care must be taken not to negatively impact this downstream area. It should be noted that the applicant will need to receive significant cost reimbursement for both the installation of the conveyance

system of stormwater as well as the construction of the large detention/retention facility. The property is part of a much larger drainage basin, and numerous properties to the west of 46th Street South have water runoff which flows into this property. The extensive reimbursements for the developer's stormwater costs are addressed in the Annexation Improvement Agreement.

City Utilities - City water and sewer will also be extended throughout the property. While most of these improvements will be at the developer's expense, the City will be reimbursing the developer for over-sizing a water line extension along Central Avenue. The normal standard diameter service line for water is eight inches, but the developer is installing a 12-inch line at the City's request to plan for future service needs. Additionally, the developer will be required to reimburse the City for an existing water line on 46th Street South. Several private property owners will also receive a reimbursement for an existing sewer line that was installed long ago on the property being considered for annexation.

The basis for decision to approve, conditionally approve, or deny a proposed subdivision is whether the subdivision application, preliminary plat, applicable environmental assessment, public hearing, Planning Board recommendations, or additional information demonstrate that development of the proposed subdivision meets the requirements of Mont. Code Ann. § 76-3-608. The governing body shall issue written findings of fact that weigh the criteria of Mont. Code Ann. § 76-3-608 (3), which are attached to the agenda report. Staff's finding is that the proposed subdivision complies with all of the review criteria as submitted.

At the conclusion of a public hearing held on June 27, 2017, the Planning Advisory Board recommended that the City Commission approve the Preliminary Plat for the Sunrise Meadows Major Subdivision, all subject to the Findings of Fact, along with the fulfillment of the following Conditions of Approval:

1. General Code Compliance. The proposed project shall be developed consistent with the conditions in this agenda report, and all codes and ordinances of the City of Great Falls, the State of Montana, and all other applicable regulatory agencies.
2. Amended Plat. Provide an Amended Plat of the subject property which shall incorporate corrections of any errors or omissions noted by Staff.

Commissioner Bronson moved, seconded by Commissioner Houck, that the City Commission approve the Preliminary Plat for the Sunrise Meadows Major Subdivision and accompanying Findings of Fact subject to fulfillment of conditions stipulated by the Planning Advisory Board.

Mayor Kelly asked if there was any discussion amongst the Commissioners.

Manager Doyon referred to the applications for these projects and noted that the small incremental, gradual changes increase the portfolio of all of the City departments. The demand goes up. Everybody generally supports growth. There is a cost attached to it. At some point the developer charges to help with the infrastructure may not be sufficient to address the needs for public safety to maintain the level of response and service. An impact fee discussion may need to take place.

Commissioner Jones commented that as more property gets annexed into the City that adds more mileage to public safety response times, that a discussion take place about sponsoring more fire stations and police officers in the future.

Mayor Kelly asked if there were any comments from the public. Hearing none, Mayor Kelly called for the vote.

Motion carried 4-0.

ORDINANCES/RESOLUTIONS

18. **Ordinance 3163 - An Ordinance Amending Title 17, Chapter 56, Article 10, Section 020, of the Official Code of The City Of Great Falls (OCCGF), Pertaining to Development equirements in the Flood Fringe or Regulated Flood Hazard Area with no Floodway.**

Planning and Community Development Director Craig Raymond reported that this agenda item is a request to accept Ordinance 3163 on first reading and set a public hearing for August 1, 2017, to consider the approval of specific Land Development Code amendments which pertain to development of roads and property within the regulated floodplain area.

Although the impetus for this particular action is related to a specific project, the effect would be city-wide within the regulated floodplain area. As staff began to work through the implications of the existing code language, it was determined that a code change request was the most appropriate means to resolve a problem as opposed to the variance process.

In essence, the code as it is currently written and interpreted prevents the City from approving certain projects unless the entire roadway access system serving that particular project, be it a single family dwelling, a new subdivision or a plat alteration, is at or above the base flood elevation (BFE).

The proposal, if approved, would take into consideration areas which are already served by existing roadway systems which may not be at or above the BFE and where it can be demonstrated that improving these areas are either cost prohibitive or where there may be other major physical obstacles preventing the ultimate redevelopment of a new street network. This proposal does not negate the requirement to construct new roadways in new subdivisions at or above the BFE. This proposal also does not amend the requirements that the built structures be elevated above the BFE per FEMA and local requirements.

FEMA flood regulations are very specific as to what protections are required in given situations. City staff does not believe that this amendment will have any negative effect on flood insurance rates nor will it be contrary to existing FEMA regulations. Any flood ordinance amendments will be reviewed by state and federal officials to ensure that the adopted codes are in full compliance.

Commissioner Jones moved, seconded by Commissioner Houck, that the City Commission accept Ordinance 3163 on first reading and set a public hearing for August 1, 2017.

Mayor Kelly asked if there was any discussion amongst the Commissioners or comments from the public. Hearing none, Mayor Kelly called for the vote.

Motion carried 4-0.

19. **Ordinance 3164 - An Ordinance by the City Commission of the City of Great Falls to rezone the property legally described as Foxwood Estates Subdivision, located in the Government Lot 2 of Section 23, Township 20 North, Range 3 East, P.M, City of Great Falls, Cascade County, Montana from R-1 Single-family Suburban to PUD Planned Unit Development District.**

Planning and Community Development Director Craig Raymond reported that this agenda item is a request to accept Ordinance 3164 on first reading and to schedule a public hearing on August 15, 2017 to consider the approval of rezoning certain property within the City of Great Falls.

The subject property, known as Foxwood Estates, is on the southwest corner of Park Garden Road and Park Garden Lane. The City Commission approved annexation and subdivision of the property, assigning R-1 Single-family suburban zoning, in October of 2008. The subdivision was approved with 14 lots and an access easement for the purpose of a private drive through the development. The applicant is also proposing to consolidate 14 lots into a total of seven lots which will be considered at a future Commission meeting.

The owner is requesting that the subject property be rezoned from the R-1 district to PUD Planned Unit Development district in order to propose oversized lots that will accommodate large attached garages, as well as large detached garages for storage for various items such as RVs, ATVs, boats, etc.

Use of the PUD zoning district allows for the proposal of unique development standards, per OCCGF §17.20.2.040.

Ordinarily, Title 17 - Land Development Code permits attached and detached garages in the R-1 zoning district. The garage area limitation measurements are cumulative of all garage spaces including attached and detached private garages. The garage area is allowed based on the size of the lot for which the garage is proposed for. For a lot that is ±10,001 to ±43,559 square feet, the code will allow 1,600 square feet of garage area. The PUD standards for the subject property were originally proposed by the applicant, at maximum 1,500 square foot attached garage and a 3,000 square foot accessory building/detached garage. However, the Zoning Commission recommended the City Commission increase the maximum attached garage square footage to be 1,600.

The subject property is surrounded on the east, west and south by county land. These are larger parcels with single family houses with a similar look, function and impact. Therefore, it would be appropriate to establish PUD zoning and adopt similar development standards for the subject property.

PUD zoning district classification is subject to building envelopes, setbacks, and special development standards. The proposed development standards for the PUD have underlying R-1 Single-family suburban standards, and will be compatible with the surrounding neighborhoods. There are however a few differences from some of the R-1 standards and generally these have to do with use restrictions.

Since the intent of the PUD is for large residential lots, with the ability to have larger garages, there are several uses that are allowed in an R-1 Single-family suburban zoning district that Staff recommends prohibiting in this PUD:

- Agriculture, horticulture, nursery
- Convenience sales
- Contractor yard type I
- Agriculture, livestock
- Private stable/barn
- Roadside farmer's market

This will help limit the impact upon the adjoining single-family residential uses, and it will keep the character of the subdivision with the surrounding area.

Concurrent to the rezoning request, the applicant is also requesting an approval of the amended plat to the Foxwood Estates Subdivision to aggregate the fourteen existing lots into seven lots. The amended plat will also vacate the access easement for Den Drive (the private drive that was proposed for the original subdivision). By state regulations, when more than five lots are aggregated the governing body shall review the plat. Therefore, City Commission consideration of the Amended Plat will be the same date as the consideration of the PUD rezone.

The basis for decision on zoning map amendments is listed in OCCGF §17.16.40.030. The recommendation of the Planning Advisory Board/Zoning Commission, and the decision of City Commission, shall at a minimum consider the criteria set forth as Findings of Fact. Staff finds that the proposed zoning map amendment meets the criteria as submitted.

Commissioner Houck moved, seconded by Commissioners Bronson and Jones, that the City Commission accept Ordinance 3164 on first reading and set a public hearing for August 1, 2017.

Mayor Kelly asked if there was any discussion amongst the Commissioners or comments from the public. Hearing none, Mayor Kelly called for the vote.

Motion carried 4-0.

CITY COMMISSION

20. Miscellaneous reports and announcements from the City Commission.

Commissioner Bronson announced that Montana Specialty Mills will be breaking ground next week on its new facility at AgriTech Park.

21. Legislative Initiatives.

There were no legislative initiatives.

22. Commission Initiatives.

There were no Commission initiatives.

ADJOURNMENT

There being no further business to come before the Commission, **Commissioner Jones moved, seconded by Commissioner Bronson, to adjourn the regular meeting of July 18, 2017, at 9:45 p.m.**

Motion carried 4-0.

Mayor Bob Kelly

City Clerk Lisa Kunz

Minutes Approved: August 1, 2017

DRAFT



Item: Total Expenditures of \$2,332,879 for the period of July 1, 2017 through July 19, 2017, to include claims over \$5,000, in the amount of \$1,880,630.

From: Fiscal Services

Initiated By: City Commission

Presented By: Melissa Kinzler, Fiscal Services Director

Action Requested:

ATTACHMENTS:

- ▢ 5000 Report



ITEM: \$5,000 Report
 Invoices and Claims in Excess of \$5,000

PRESENTED BY: Fiscal Services Director

ACTION REQUESTED: Approval with Consent Agenda

LISTING OF ALL ACCOUNTS PAYABLE CHECKS ISSUED AVAILABLE ONLINE AT
www.greatfallsmt.net/fiscalservices/check-register-fund

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

ACCOUNTS PAYABLE CHECK RUNS FROM JULY 6, 2017 - JULY 19, 2017	2,294,076.67
MUNICIPAL COURT ACCOUNT CHECK RUN FOR JULY 1, 2017 - JULY 13, 2017	38,802.50
TOTAL: \$	<u>2,332,879.17</u>

GENERAL FUND

CITY COMMISSION

MONTANA LEAGUE OF CITIES AND TOWNS	2017-2018 MEMBERSHIP DUES	19,306.65
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ADMIN

NOVUSOLUTIONS	VIDEO STREAMING 8/1/17 - 7/31/18 AND ENCODER PURCHASE	5,950.00
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SPECIAL REVENUE FUND

POLICE SPECIAL REVENUE

FIRST SPEAR LLC	PLATE CARRIERS AND SUPPLIES	25,856.67
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STREET DISTRICT

GREAT FALLS OVERHEAD DOOR	OVERHEAD SHOP DOORS (SPLIT AMONG FUNDS)	5,498.37
GREAT FALLS SAND & GRAVEL	ASPHALTIC CONCRETE	44,097.99

LIBRARY

SIRSIDYNIX	MAINTENANCE AGREEMENT FOR 7/1/17 - 6/30/2018	35,640.87
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PARK & RECREATION SPECIAL REVENUE

KABOOM! INC	10% GRANT MATCH FOR KABOOM PLAY STRUCTURE	8,500.00
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FEDERAL BLOCK GRANTS

NEIGHBORWORKS GREAT FALLS	LOAN AGREEMENT 1 17TH ST S MARTHA APARTMENTS	18,657.70
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ENTERPRISE FUNDS

WATER

UNITED MATERIALS OF GREAT FALLS OF 1716 8TH AVE N WMR 199,437.49

SEWER

VEOLIA WATER NORTH AMERICA MONTHLY WWTP OPERATION CONTRACT 233,851.99
VEOLIA WATER NORTH AMERICA MONTHLY CONTRACTED CAPITAL IMPROVEMENTS 12,500.00
VEOLIA WATER NORTH AMERICA SECONDARY DIGESTER CLEANING 24,519.06
PHILLIPS CONSTRUCTION LLC OF 1633.6 WWTP SW DEMONSTRATION PROJECT 74,481.02

STORM DRAIN

ALTITUDE TRAINING ASSOCIATES LLC OF 1361.2 MS4 COMPLIANCE/PERMIT TRAINING PROGRAM 5,500.00

INTERNAL SERVICES FUND

CITY TELEPHONE

HIGH POINT NETWORKS,LLC ANNUAL SHORTEL GOLD MAINTENANCE 7,732.00

INFORMATION TECHNOLOGY

VERMONT SYSTEMS INC ANNUAL MAINTENANCE 9,744.65

CENTRAL GARAGE

MOUNTAIN VIEW CO-OP FUEL-DIESEL 26,975.27

PUBLIC WORKS ADMINISTRATION

GREAT FALLS OVERHEAD DOOR OVERHEAD SHOP DOOR 11,000.38
(SPLIT AMONG FUNDS)

TRUST AND AGENCY

COURT TRUST MUNICIPAL COURT

CITY OF GREAT FALLS FINES & FORFEITURES COLLECTIONS 33,426.50

PAYROLL CLEARING

STATE TREASURER MONTANA TAXES 46,273.00
ICMA RETIREMENT TRUST EMPLOYEE CONTRIBUTIONS 6,222.81
FIREFIGHTER RETIREMENT FIREFIGHTER RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS 50,369.51
STATEWIDE POLICE RESERVE FUND POLICE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS 62,534.00
PUBLIC EMPLOYEE RETIREMENT PUBLIC EMPLOYEE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS 124,313.09
POLICE SAVINGS & LOAN EMPLOYEE CONTRIBUTIONS 13,815.00
US BANK FEDERAL TAXES, FICA & MEDICARE 221,687.32
AFLAC EMPLOYEE CONTRIBUTIONS 11,385.42
LABORERS INTERNATIONAL UNION EMPLOYEE CONTRIBUTIONS 5,167.00
NATIONWIDE RETIREMENT SOLUTIONS EMPLOYEE CONTRIBUTIONS 12,711.85
MONTANA MUNICIPAL INTERLOCAL AUTHORITY 2ND QUARTER WORKMAN'S COMP 247,302.80

UTILITY BILLS

TALen TREASURE STATE	JUNE 2017 MONTHLY CHARGES	88,992.00
MONTANA WASTE SYSTEMS	JUNE 2017 MONTHLY CHARGES	95,480.81
NORTHWESTERN ENERGY	JUNE 2017 SLD CHARGES	80,107.37
ENERGY WEST RESOURCES	JUNE 2017 MONTHLY CHARGES	11,591.69

CLAIMS OVER \$5000 TOTAL: \$ 1,880,630.28



Item: Contracts List
From: Darcy Dea, Deputy City Clerk
Initiated By: Various City Staff
Presented By: Darcy Dea, Deputy City Clerk
Action Requested:

ATTACHMENTS:

- ▣ Contracts List

CITY OF GREAT FALLS, MONTANA

AGENDA: 8

COMMUNICATION TO THE CITY COMMISSION

DATE: August 1, 2017

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

PRESENTED BY: Darcy Dea, Deputy City Clerk

ACTION REQUESTED: Ratification of Contracts through the Consent Agenda

MAYOR’ S SIGNATURE: _____

CONTRACTS LIST

	DEPARTMENT	OTHER PARTY (PERSON OR ENTITY)	PERIOD	AMOUNT	PURPOSE
A	Park and Recreation	Asplund	07/17/2017-08/25/2017	\$16,750	Amendment Number 1 to Non-Construction Services Agreement to extend the term 30 business days for boulevard tree trimming within close distance of transmission lines. CR 051617.6B
B	Planning and Community Development	SP Plus Corporation f/k/a Standard Parking Corporation	08/01/2017-07/05/2018	Not to exceed \$20,000	Professional Services Agreement to produce a strategic framework and financial plan development for the Downtown Parking Program.

C	Public Works/Engineering	Terracon Inc. LLC.	08/01/2017-09/30/2018	\$12,000	Professional Service Agreement for Geotechnical Investigation for Encino Drive pavement and subgrade studies. OF 1679.7
D	Police Department	A.T. Klemens	08/01/2017-12/31/2017	\$8,563	Agreement to remove and install new Climatrol Roof Top Unit (RTU) at the Great Falls Police Department.
E	Police Department	Nelson Comfort Solutions	08/01/2017/-07/07/2018	\$2,746	Agreement to install new fan motor assembly for chiller unit at the 911 Center
F	Police Department	Nelson Comfort Solutions	08/01/2017-07/17/2018	\$5,675	Agreement to replace cooling unit in the UPS room at the 911 Center
G	Public Works/Engineering	MSM Properties LLC	Permanent	\$35	Utility easement for two fire hydrants and associated piping on property owned by Montana Specialty Mills (MSM Properties, LLC) Agritech Park Addition, T21N, R4, Sec 34. OF 1591.8
H	Public Works/Engineering	Advanced Engineering and Environmental Services, Inc	08/01/2017-12/31/2020	\$55,556	Professional Services Agreement to design and inspect the construction work associated with replacement of an existing 75hp pump with a new 100hp horizontal split case pump and necessary process piping and appurtenance modifications. OF 1625.6
I	Public Works/Engineering	Prairie Mountain Bank	Permanent	\$21	Utility easement for installing water and sewer mains to serve the West Bank Landing project and other adjacent areas. T20, R3E, Sec 2. Government lot 6. OF 1488.4

J	Great Falls Fire Rescue	Davis Business Machines, Inc. De Lage Landen Financial Services, Inc.	60 mo.	\$180	Preventive Maintenance Agreement and Lease Agreement for Konica Minolta color multi-function copy machine, Model # KM Bizhub C458 , Serial Number A79M011013687 for Fire Station 1.
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Item: Great Falls Fire Rescue Radio Replacement Project
From: Stephen A. Hester
Initiated By: Stephen A. Hester
Presented By: Stephen A. Hester
Action Requested: Approve the purchase of 29 Motorola Portable Radios for \$99,979.23

Suggested Motion:

1. Commissioner moves:

"I move that the City Commission (approve/reject) the purchase of 29 new Motorola Portable Radios in the amount of \$99,979.23 from Motorola Solutions utilizing the HGAC (Houston-Galveston Area Council) Cooperative Purchasing Group."

2. Mayor requests a second to the motion, Commission discussion, public comment and calls for the vote.

Staff Recommendation:

Staff recommends that the City Commission approve the purchase of these radios from Motorola Solutions for a total cost of 99,979.23, to replace 12 year old radios that can no longer be repaired or serviced.

Summary:

The department has thirty (30) 12 year old portable radios that can no longer be serviced because Motorola no longer makes parts. As a result, about a third of the department's radios are out of service. The radios shall be funded by the previous budget year's operational budget.

Background:

Significant Impacts: This project shall replace radios that can no longer be serviced. About half of the radios to be replaced are already out of service. The shortage of radios, and the frequent failure of the old radios, has caused a break down in the ability of firefighters, working in the hazard zone, to communicate with Incident Commander. The importance of fire ground communication is important to the safety of firefighters. A failure of radio reports to the Incident Commander limits his or her ability to properly conduct scene safety and command the operation.

The new radios shall provide more reliable, and clearer, communication when it is most important.

Evaluation and Selection Process:

The radio specification clearly identified interoperability with local, state, and federal mutual aid partners and shall be compatible with the current radio communication systems. This will allow full utilization of current and future trunking capability.

Fiscal Impact:

The total cost of the portable radios to include extra batteries, chargers, and accessories is \$99,979.23 and shall be funded with GFFR Operational General Fund money.

Alternatives:

Disapprove the purchase of the new radios.

Concurrences:

Fiscal Services assisted with appropriating the funding.

City Manager initially approved the project based on the critical need to replace the old portable radios.

ATTACHMENTS:

- HGAC Bid Worksheet



Invoice

TO Great Falls Fire Rescue
 Attn: Ron Scott
 105 Ninth Street S
 Great Falls, MT 59401

INVOICE NO.
DATE June 27, 2017
CUSTOMER ID
EXPIRATION DATE

REP	JOB	DELIVERY DATE	PAYMENT TERMS	DUE DATE
Josh	Great Falls Fire		Upon Receipt	

Contract: HGAC

QTY	ITEM #	DESCRIPTION	UNIT PRICE	DISCOUNT	LINE TOTAL
29.00	H98KGD9PW5BN	APX6000 VHF Model 1.5	2,028.75	H-GAC	58,833.75
29.00	QA02756AA	ADD: 9600 Trunking or 3600 Digital Trunking	1,177.50	H-GAC	34,147.50
29.00	H885BK	3 Year Service from the Start Lite	90.00	H-GAC	2,610.00
29.00	PMNN4485A	Replaement Battery (H-GAC)	\$ 101.60	H-GAC	2,946.40
10.00	PMMN4062A	Speaker Microphone (H_GAC)	\$ 94.16	H-GAC	941.60
6.00	RLN6434A	APX Travel Charger (H-GAC)	\$ 83.33	H-GAC	499.98
				TOTAL DISCOUNT	\$ 32,132.37
				SUBTOTAL	\$ 99,979.23
				TOTAL	\$ 99,979.23

Invoice prepared by: Josh Johnson

Invoice / Purchases Order and payment must be made to Motorola Solutions, Inc. for H-GAC contract pricing.



Item: Water Meter Equipment Purchases for FY 2018
From: Utilities Division
Initiated By: Public Works Department
Presented By: Jim Rearden, Public Works Director
Action Requested: Approve Purchases

Suggested Motion:

1. Commissioner moves:

"I move that the City Commission (approve/deny) the purchases of water meter equipment for the 2018 Fiscal Year from Ferguson Enterprises, Inc. in an amount not to exceed \$250,000."

2. Mayor calls for a second, discussion, public comment, and calls for the vote.

Staff Recommendation:

Approve purchases

Background:

Significant Impacts

There are approximately 22,000 water meters within the City Water Distribution System. We have replaced the majority of our smaller meters that were not compatible with our radio read system. We are now working on replacing our larger meters (2" to 8") and installing MXUs (radio read equipment) on the remaining meters. The radio read system makes reading meters safer and more efficient. Currently, there are approximately 6,100 radio reads installed in the city.

Purpose

To approve the purchases of water meter equipment for FY 2018.

Project Work Scope

In Fiscal Year 2017, staff purchased \$198,000 worth of radio read equipment, new meters, meter parts, and installation equipment. From July, 1, 2016 through February 28, 2017, purchases were received from Dana Kepner Co. Beginning March 1, 2017, the distributor for Sensus equipment was changed to Ferguson Enterprises, Inc.

In Fiscal Year 2018, staff proposes to purchase radio read equipment, new meters, meter parts, and installation equipment from Ferguson Enterprises, Inc. totaling approximately \$250,000.

Our plan for the upcoming 3 to 5 years is to replace the approximately one hundred (100) 2" and larger meters in our system that we are unable to read remotely. To read each meter, the employee must enter every property and read the numbers off the meter. This is very time consuming for us and inconvenient for the property owners.

We also have approximately 15,000 MXUs to install, which will take 15 to 20 years to accomplish.

Another issue that we will be facing in the future, is the EPA has changed the definition of "Lead Free" from 8.0% to .25% of lead in brass. The majority of our meters are brass, which means when we have problems (stuck, broken, etc.) with the existing meters. We cannot rebuild them. We will have to install a new .25% "Lead Free" meter or an "I-Perl" meter (composite/plastic material).

Evaluation and Selection Process

Ferguson Enterprises, Inc. is the sole source distributor for compatible parts and equipment for the City's metering system. Due to compatibility issues with different equipment, supplies, and suppliers, staff proposes to continue to purchase equipment from Ferguson.

Fiscal Impact:

Water meter equipment and supply purchases are budgeted on a yearly basis by the Public Works Water Distribution Division.

Alternatives:

The City Commission could vote to deny purchases.



Item: Professional Services Contract Amendment No. 2: 18th Street South Storm Drain Improvements, O. F. 1462.0
From: Engineering Division
Initiated By: Public Works Department
Presented By: Jim Rearden, Public Works Director
Action Requested: Approve Professional Services Contract Amendment No. 2

Suggested Motion:

1. Commissioner moves:

“I move the City Commission (approve / not approve) the Professional Services Contract Amendment No. 2, between the City of Great Falls and Thomas Dean & Hoskins, for engineering services for the 18th Street South Storm Drain Improvements for a fee not to exceed \$40,530.00, and authorize the City Manager to execute the agreements.”

2. Mayor requests a second to the motion, Commission discussion, public comment, and calls for the vote.

Staff Recommendation:

Approve Professional Services Contract Amendment No. 2.

Background:

Significant Impacts

City Staff has negotiated a second amendment (attached) to a previously approved professional engineering services contract with Thomas Dean & Hoskins (TD&H). The original contract and Amendment No 1, scopes included improvements to the storm drain pipe network running from south central Great Falls to Central Avenue and 18th Street, as well as three storm water detention ponds provided to increase storage in the system and allow for smaller pipe sizes. This amendment is necessary because the original projects were broken into multiple smaller phases, and additional engineering services were needed to prepare plans for multiple phases of work. This amendment also adds the design of the replacement of three and a half blocks of old water main that parallels the storm main project. The work includes surveying, final design, preparation of plans for DEQ review, bidding, limited construction assistance, and record drawings needed to complete the 18th Street South storm drain corridor.

Workload Impacts

TD&H has completed the preliminary modeling and design for the project corridor, and will provide the necessary engineering services needed to complete the project as described with this amendment. City engineering staff is providing project inspection, oversight, and administration.

Purpose

Two phases of major pipe improvements and the construction of three storm water detention ponds over the last four years in the 18th Street South drainage basin have provided significant improvements to the existing storm water utility. These improvements were based on the engineering studies, and design, provided by TD&H to the City for the 18th Street South corridor. This second amendment to the professional services agreement provides the funding to complete the design of the final phase of this project that will tie together all of the previously installed components. This amendment will also provide funding for additional design for the replacement and upsizing of a ninety (90) year old water main that runs parallel to the storm water main in 18th Street South between 4th and 8th Avenues South.

Evaluation and Selection Process

TD&H was selected for the engineering study and improvements design in accordance with the City's Architect, Engineer, and Surveyor Selection Policy.

Conclusion

City staff recommends approval of the Professional Services Contract, Amendment No. 2, to TD&H in the amount of \$40,530.00. This will be in addition to the combined value of the original contract approved on October 16, 2012, and the Contract Amendment No.1 approved on January 7, 2014, totaling \$773,900.00.

Fiscal Impact:

City storm drainage funding is programmed to fund the cost of the project.

Alternatives:

The City Commission could vote to deny the approval of the Professional Services Contract Amendment No. 2.

ATTACHMENTS:

- 1462.0 Prof. Services Amendment No.2

AMENDMENT NO. 2

AGREEMENT FOR ENGINEERING SERVICES

CITY OFFICE FILE 1462 18TH STREET SOUTH STORM DRAIN IMPROVEMENTS

This AMENDMENT made this ____ day of _____, 2017 by and between the CITY OF GREAT FALLS (OWNER), and THOMAS, DEAN & HOSKINS, INC. (ENGINEER) shall amend the Agreement for Engineering Services dated the 16th day of October, 2012 between the aforementioned parties, whereby the ENGINEER shall perform additional activities not authorized by the original contract. Services covered under this amendment pertain to design, bidding and construction phase tasks provided by the ENGINEER to the City of Great Falls.

Amendments to sections of the original Agreement are as follows:

AGREEMENT – 2. Project Description

Additional drafting, engineering, cost estimating, document reproduction, bidding assistance and record drawing preparation associated with phasing the 18th Street South Storm Drain interceptor piping improvements into three phases. Reference Exhibit A for general project locations associated with proposed services.

SECTION B – COMPENSATION

1. Basic Engineering Services Compensation.

The OWNER shall compensate the ENGINEER for Amendment No. 2 (Final Design, Bidding Assistance and Construction Administration) services as described in Exhibit B on a lump sum basis.

1.1.1 Estimated costs for Amendment No. 2 Final Design and Bidding Tasks are \$30,630. Estimated costs for Amendment No. 2 Construction Tasks are \$9,900. Fee estimates are based on hourly rates, estimated labor hours and expenses identified in Exhibit B.

1.2.1 ENGINEER shall submit monthly invoice statements for services rendered and for reimbursable expenses incurred based on a percentage complete of the contract scope as described under Section E.

Where work extends beyond December 31, 2018, all contract rates shall be increased in proportion to the Cost of Living Index as published in the Consumer Price Index utilizing a beginning reference date of December 31, 2018.

SECTION C - TIME OF SERVICES

1. Anticipated Completion.

The ENGINEER shall commence Amendment No. 2 work immediately upon receipt of a Formal Notice to Proceed. Unless Owner or other unforeseen factors impact

completion of the bid document preparation or delay the bidding process, the estimated schedule for completion is December 31, 2018 including as-recorded drawing preparation.

SECTION E – ADDITIONAL SERVICES OF ENGINEER

Preliminary and Final Design, Bidding and Construction Phase

- Preparation of Bid Documents, Technical Specifications and Construction Drawings for Phase 2B. Tasks shall include the following:
 - Review bidding Addenda, Record Drawings and any other construction correspondence from recent 18th Street South Storm Drain project phases and incorporate modifications into Phase 2B Project Manual.
 - Prepare handicap ramp expanded plans for at 6 additional locations and valley gutter replacement at 6th Street South.
 - Prepare quantity take-off, bid schedule and measurement and payment descriptions.
- Prepare hydraulic modeling for water main upsizing
- Prepare DEQ design report and checklist for water main upsizing
- Prepare plan, profile and details for water main upsizing
- Review & edit water main technical specifications for water main upsizing
- Prepare cost estimates for Phase 2B
- Provide a minimum of 20 hard copy sets of bound bid documents for Phase 2B.
- Assist with responding to bidder questions and addendum preparation for Phase 2B.
- Attend pre-bid conference and bid opening for Phase 2B.
- Attend pre-construction conference for Phase 2B.
- Prepare Record Drawings for Phase 2B.

WITNESSETH:


NOW, THEREFORE, THIS AMENDMENT WITNESSETH, that for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed that the ENGINEER shall furnish services and the OWNER shall make payment for same in accordance with the Amendment.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment the day and year first above written.

OWNER
CITY OF GREAT FALLS

ENGINEER
THOMAS DEAN & HOSKINS, INC.

City Manager – Gregory T. Doyon




Principal

ATTEST: City Clerk - Lisa Kunz



ATTEST:

APPROVED FOR LEGAL CONTENT:
City Attorney - Sara R. Sexe



DATE:

*By law, the City Attorney may only advise or approve contract or legal document language on behalf of the City of Great Falls, and not on behalf of other parties. Review and approval of this document was conducted solely from the legal perspective, and for the benefit, of the City of Great Falls. Other parties should not rely on this approval and should seek review and approval by their own respective counsel.

EXHIBIT A

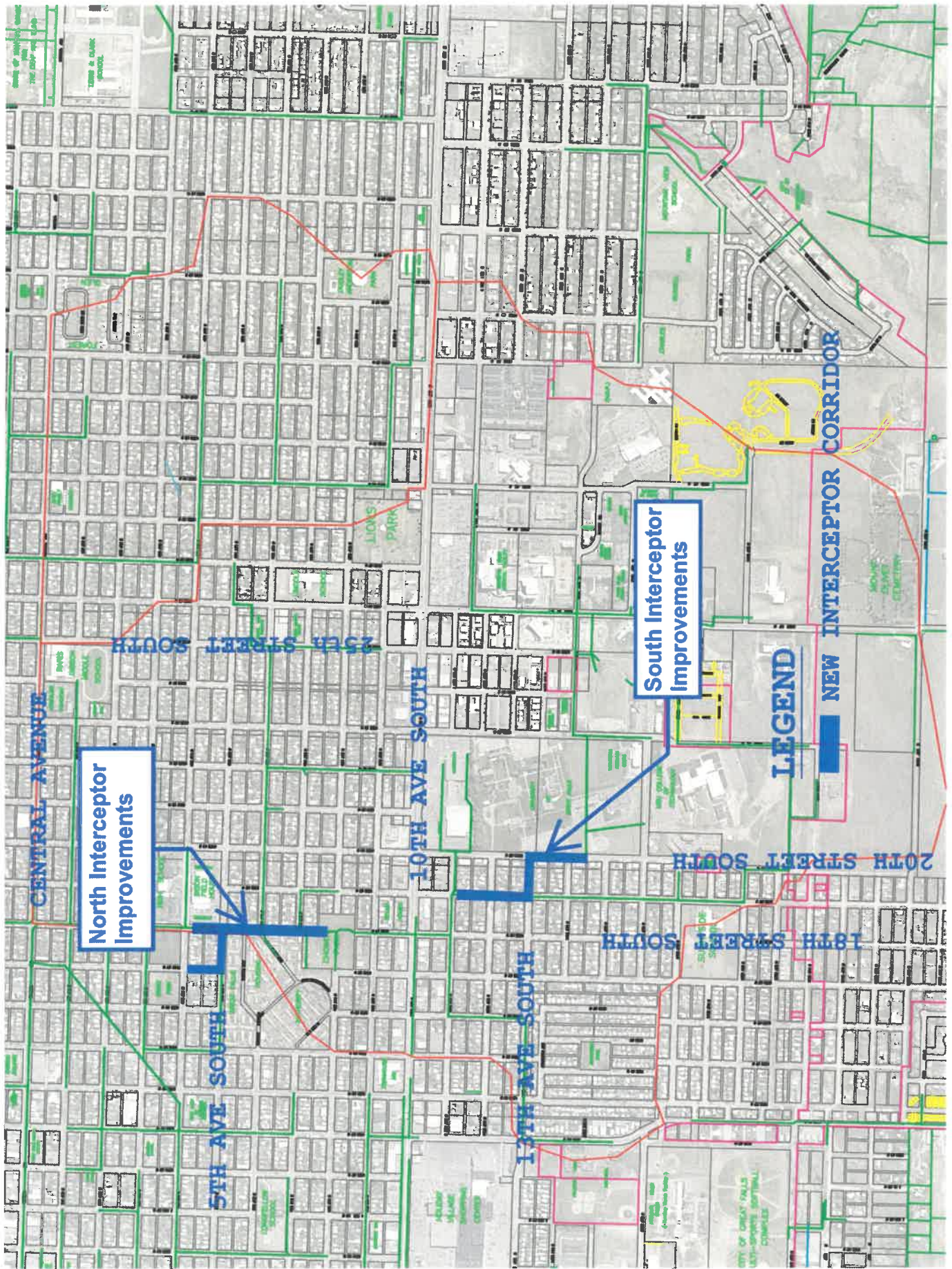


EXHIBIT B

12-264 18th Street South Storm Drain Improvements Phase 2B & 18th Street Water Main Upsizing				
Activity Type/ Task	Type	Staff	Labor Hours/Units	Contract
Phase 2B Final Design & Bidding Phase Services				
General Services			300.0	\$ 30,630.00
Labor			76.0	10,412
Project Management	Engineer V	Dustin D. Nett	16.0	
Water Main DEQ Design Report & Checklist	Engineer V	Dustin D. Nett	2.0	
Water Main Technical Specifications, Quantities, Bid Schedule & M&P	Engineer V	Dustin D. Nett	2.0	
Water Main Plans	Engineer V	Dustin D. Nett	8.0	
Review Tech Specs & Bid Documents	Engineer V	Dustin D. Nett	8.0	
Storm Drain Plan & Profile Sheets, HC Ramp Expanded Plans	Engineer V	Dustin D. Nett	8.0	
Review Quantities, Cost Estimate, Bid Schedule & Measure & Pay	Engineer V	Dustin D. Nett	8.0	
Coordination Meetings	Engineer V	Dustin D. Nett	8.0	
Attend Pre-Bid Meeting & Bid Opening	Engineer V	Dustin D. Nett	6.0	
Address Bidder Questions - Addenda	Engineer V	Dustin D. Nett	10.0	
Labor			84.0	7,728
Water Main Hydraulic Model	Engineer II	Camille E. Johnson	12.0	
Water Main DEQ Design Report & Checklist	Engineer II	Camille E. Johnson	24.0	
Water Main Technical Specifications, Quantities, Bid Schedule & M&P	Engineer II	Camille E. Johnson	4.0	
Update Technical Specifications	Engineer II	Camille E. Johnson	16.0	
Update Bid Documents	Engineer II	Camille E. Johnson	16.0	
Update Quantity Take-off, Cost Estimate, Bid Schedule & Measure & Pay	Engineer II	Camille E. Johnson	12.0	
Labor			120.0	9,120
Water Main Plan & Profile Sheets & Details	CAD Designer II	Morris W. Carlson	48.0	
New HC Ramp Expanded Plans - 6 Total	CAD Designer II	Morris W. Carlson	24.0	
Update Plan & Profile Sheets	CAD Designer II	Morris W. Carlson	40.0	
Address Bidder Questions - Addenda	CAD Designer II	Morris W. Carlson	8.0	
Labor			20.0	1,500
Bid Document & Specification Format, Organization & Reproduction	Administrative Manager	Cindy S. Wojciechowski	16.0	
Address Bidder Questions - Addenda	Administrative Manager	Cindy S. Wojciechowski	4.0	
Expense			120.0	1,200
Expense	Equipment		6,000.0	600
Expense	Travel - Mileage		100.0	70
Phase 2B Construction				
General Services			94.0	\$ 9,900.00
Labor			24.0	3,288
Attend Pre-Con Meeting	Engineer V	Dustin D. Nett	4.0	
Record Drawings	Engineer V	Dustin D. Nett	20.0	
Labor			70.0	5,320
Record Drawings	CAD Designer II	Morris W. Carlson	70.0	
Expense			40.0	28
Expense	Travel - TD&H vehicle mileage		20.0	60
Expense			70.0	700
Expense	Printing - Mylars		70.0	700
Expense			70.0	504
Expense	Software, Licensing & I.T. Equipment		70.0	504
Expense	Miscellaneous Printing		70.0	504



Item: Ordinance 3163 - "An Ordinance Amending Title 17, Chapter 56, Article 10, Section 020, Of The Official Code Of The City Of Great Falls (OCCGF), Pertaining to Development Requirements in The Flood Fringe or Regulated Flood Hazard Area with no Floodway."
From: Craig Raymond, Director, Planning and Community Development
Initiated By: City of Great Falls Planning and Community Development
Presented By: Craig Raymond, Director, Planning and Community Development
Action Requested: City Commission to conduct the public hearing and adopt Ordinance 3163

Public Hearing:

1. Mayor conducts public hearing, calling three times each for opponents and proponents.
2. Mayor closes public hearing and asks the will of the Commission.

Suggested Motion:

1. Commissioner moves:

"I move that the City Commission (adopt/deny) Ordinance 3163."
2. Mayor calls for a second to the motion, Commission discussion, public comment, and calls for the vote.

Staff Recommendation:

At the conclusion of a public hearing held on June 27, 2017, the Zoning Commission recommended that the City Commission adopt Ordinance 3163 pertaining to access streets, and/or access drives located within the regulated flood hazard area. Additionally, the City Commission accepted the proposed ordinance on first reading at its July 18 meeting and scheduled the public hearing for August 1.

Staff also recommends that the City Commission adopt Ordinance 3163.

Summary:

City staff began discussions with a developer who had expressed interest in proposing changes to an approved, although yet to be developed, subdivision, which happened to be located within the regulated floodplain.

During the course of our usual investigation of the proposed plan, we noted that language contained in OCCGF 17.56.10.020(G), if interpreted strictly, may cause significant concern and challenges not only to the developer, but to the surrounding neighborhood which has already been developed with single-family dwellings.

OCCGF 17.56.10.020(G) states:

"Access. Structures must have safe access during times of flooding up to the base flood for ordinary and emergency services provided there are no reasonable alternate locations for structures."

The particular concern with the current ordinance is that it seems to require that ALL access roads serving existing or proposed future subdivisions must be entirely at, or above, the Base Flood Elevation (BFE).

Background:

The intent of the language in the current flood ordinance is that new structures should only be constructed where they are served by roadways and transportation networks which are built entirely at, or above, the BFE. In most areas of the City, this is readily achievable. In particular, this is the case for structures that are constructed in new subdivisions or amended plats which are served by newly constructed roadways. The current ordinance does not seem to consider underdeveloped properties that may be served by existing roadways and transportation networks which are not elevated at or above the BFE, nor does it seem to allow any alteration of plats which may result in the creation of new lots where new structures may be built within these areas.

Typically, lots, structures, and the internal roadways which serve them within a new subdivision are designed to be elevated above the BFE. The problem comes when those new elevated roadways are connected to the existing transportation network that may not be elevated sufficiently to bring it out of the floodplain. Many of these roadways were constructed prior to the adoption of the current ordinance. The prospect of redesigning and constructing these existing roadway networks is, in most cases, economically unfeasible. Additionally, existing structures would likely encounter problematic physical barriers trying to reconnect to an elevated roadway.

Staff has proposed this text amendment in recognition of these problems associated with the current flood ordinance. Staff finds that it should be reasonable to allow construction of new structures being served by these existing roadways. It is important to note that this code text amendment does not in any way alleviate requirements for the structures, themselves, to be fully elevated above the BFE, as is required by other sections of the code. At no time will new residential, or commercial, structures be constructed within the City limits in violation of FEMA regulations or other provisions of State or City Code.

Fiscal Impact:

No fiscal impact to the City is anticipated by the adoption of Ordinance 3163.

Alternatives:

1. The City Commission may decide to not adopt Ordinance 3163 at the public hearing.
2. The Commission may suggest additional revisions for staff considerations.

Concurrences:

Planning and Community Development staff actively worked with affected City departments such as Public Works & Engineering, Great Falls Fire Rescue, and the City Attorney's Office during the drafting of these text amendments.

ATTACHMENTS:

- ▢ Ordinance 3163
- ▢ Ord. 3163 Exhibit "A"
- ▢ Map of Raods in Flood Zones

ORDINANCE 3163

AN ORDINANCE AMENDING TITLE 17, CHAPTER 56, ARTICLE 10, SECTION 020, OF THE OFFICIAL CODE OF THE CITY OF GREAT FALLS (OCCGF), PERTAINING TO DEVELOPMENT REQUIREMENTS IN THE FLOOD FRINGE OR REGULATED FLOOD HAZARD AREA WITH NO FLOODWAY

* * * * *

WHEREAS, it is the intent of the City Commission of the City of Great Falls to provide for and protect the health, safety, and welfare of the citizens of Great Falls; and,

WHEREAS, the Official Code of the City of Great Falls (OCCGF) is revised and refined, over time, to address changing local conditions and national trends that arise and affect the citizens of Great Falls; and,

WHEREAS, the amendment proposed to Title 17 shall comply with Federal and State Flood Plain Hazard Management Regulations, and the continued participation by the City of Great Falls in the National Flood Insurance Program; and,

WHEREAS, notice of amending the OCCGF was published in the *Great Falls Tribune*, advertising that a public hearing on these proposed amendments would be held on the 1st day of August 2017, before final passage of said Ordinance herein.

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

Section 1. Title 17, Chapter 56, Article 10, Section 020 of the OCCGF pertaining to development requirements in the flood fringe or regulated flood hazard area with no floodway be amended as depicted in Exhibit "A" attached hereto and by reference incorporated herein, which removes any language indicated by a ~~strike-out~~ and adds any language which is **bolded**; and,

Section 2. This ordinance shall be in full force and effect thirty (30) days after second reading and final adoption by the City Commission.

APPROVED by the City Commission on first reading July 18, 2017.

ADOPTED by the City Commission of the City of Great Falls, Montana, on second reading August 1, 2017.

Bob Kelly, Mayor

ATTEST:

Lisa Kunz, City Clerk

(CITY SEAL)

APPROVED FOR LEGAL CONTENT:

Sara R. Sexe, City Attorney

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

I, Lisa Kunz, City Clerk of the City of Great Falls, Montana, do certify that I did post as required by law and as prescribed and directed by the Commission, Ordinance 3163 in three conspicuous places within the limits of said City to-wit:

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

Lisa Kunz, City Clerk

(CITY SEAL)

EXHIBIT "A"

Title 17 - LAND DEVELOPMENT CODE

Chapter 56 FLOODPLAIN OVERLAY DISTRICTS

Article 10 DEVELOPMENT REQUIREMENTS IN THE FLOOD FRINGE OR REGULATED FLOOD HAZARD AREA WITH NO FLOODWAY

Sections:

[17.56.10.020 General requirements.](#)

17.56.10.020 General requirements.

- A. **Base flood elevation.** The appropriate base flood elevation shall be determined by appropriate methods and utilized in the design and layout of the project, by an engineer, demonstrating the appropriate design and construction criteria herein are met. Regulated flood hazard areas that do not have computed and published base flood elevations in the adopted flood hazard study referenced in Article 4, Jurisdictional Area, the base flood elevation must be computed as well, utilizing appropriate engineering methods and analysis.
- B. **Flood damage.** Projects must be constructed by methods, and practices, that minimize flood damage and are reasonably safe from flooding.
- C. **Materials.** Structures ~~are~~ **shall be** reasonably safe from flooding and constructed with materials resistant to flood damage.
- D. **Structures or fill.** Structures or fill must not be prohibited by any other statute, regulation, ordinance, or resolution; and must be compatible with subdivision, zoning and any other land use regulations, if any.
- E. **Anchoring.** All construction, and substantial improvements, shall be designed and adequately anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.
- F. **Certification.** Certification by an engineer, architect, or other qualified person must accompany the application as to an encroachment analysis where required, adequacy of structural elevations, determination of the base flood elevation, flood-proofing, wet proofing, dry proofing, design, and construction to withstand the flood depths, hydrodynamic and hydrostatic pressures, velocities, impact, buoyancy, and uplift forces associated with the base flood. A certification is not intended to constitute a warranty or guarantee of performance, expressed or implied.
- G. **Access.** Structures must have safe access during times of flooding up to the base flood for ordinary and emergency services. ~~provided there are no reasonable alternate locations for structures.~~
 - 1. **In existing subdivisions and/or within developed areas within the jurisdiction where existing public streets are below the base flood elevation, and it is determined by the Director of Planning and Community Development to be impractical to comply with elevating the entire street route to the base flood elevation, the City may approve plat alterations, boundary line adjustments and permit road maintenance, and reconstruction and substantial improvements to the street, provided that the party proposing said work will ensure current and all future owners of all properties served by such streets provide effective surface drainage to minimize flood damage to structures upon said properties.**
- H. **Encroachment limit.** Allowable encroachment for developments in the regulated flood hazard area without a floodway, must be supported by an encroachment analysis and cannot exceed one-half (0.5) feet increase to the base flood elevation. An encroachment analysis is not required for any development, in the flood fringe, where an accompanying floodway has been designated within the regulated flood hazard area.

EXHIBIT "A"

Title 17 - LAND DEVELOPMENT CODE

Chapter 56 FLOODPLAIN OVERLAY DISTRICTS

I. **Electrical systems.**

1. All incoming power service equipment including all metering equipment, control centers, transformers, distribution and lighting panels, and all other stationary equipment must be located at least two (2) feet above the base flood elevation;
2. Portable and movable electrical equipment may be placed below the elevation of the base flood elevation, provided that the equipment can be disconnected by a single plug and socket assembly of the submersible type;
3. The main power service lines must have automatically operated electrical disconnect equipment, or manually operated electrical disconnect equipment, located at an accessible remote location outside the floodplain or two (2) feet above the base flood elevation; and
4. All electrical wiring systems, installed below the base flood elevation, must be suitable for continuous submergence and may not contain fibrous components.

J. **Heating and cooling systems.**

1. ~~Shall~~ **Be** installed with float operated automatic control valves so that fuel supply is automatically shut off when flood waters reach the floor level where located;
2. Have manually operated gate valves installed in gas supply lines. The gate valves must be operable from a location above the base flood elevation;
3. Be installed in accordance with the provisions of electrical systems flood proofing; and
4. Have furnaces and cooling units and ductwork installed at least two (2) feet above the base flood elevation.

K. **Plumbing systems.**

1. Sewer lines, except those to be buried and sealed, must have check valves installed to prevent sewage backup into permitted structures; and
2. All toilets, stools, sinks, urinals, vaults, and drains must be located so the lowest point of possible entry is at least two (2) feet above the base flood elevation.

L. **Structural fill.** Fill used to elevate structures, including but not limited to residential, commercial, and industrial structures must be suitable and meet the following requirements:

1. The filled area is at, or above, the base flood elevation and extends at least fifteen (15) feet beyond the structure in all directions;
2. The fill is compacted to minimize settlement and compacted to ninety-five (95) percent of the maximum density. Compaction of earthen fill must be certified by a registered professional engineer;
3. No portion of the fill is within the floodway;
4. The fill slope must not be steeper than one and one-half (1½) horizontal to one (1) vertical unless substantiating data, justifying a steeper slope, is provided and adequate erosion protection is provided for fill slopes exposed to floodwaters. The erosion protection for fill slopes exposed to velocities of four (4) feet per second and less may consist of vegetative cover consisting of grasses or similar undergrowth as approved by the permit issuing authority. Slopes exposed to velocities greater than four (4) feet per second shall be protected by armoring with stone or rock slope protection;
5. The fill must be a minimum of one-half (0.5) feet above the base flood elevation;

EXHIBIT "A"

Title 17 - LAND DEVELOPMENT CODE

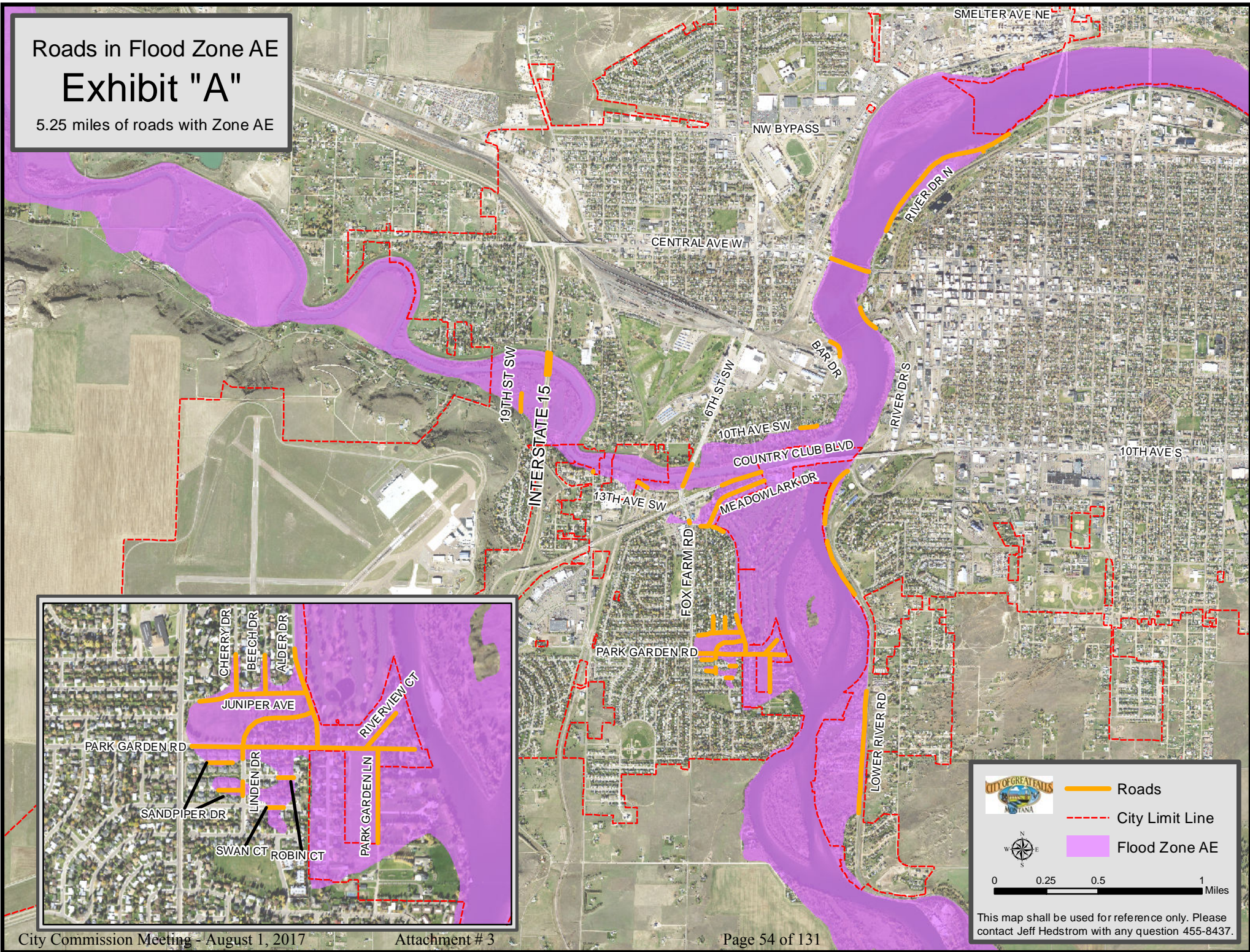
Chapter 56 FLOODPLAIN OVERLAY DISTRICTS

6. No portion of the fill is in the estimated floodway if none has been designated; and
 7. Mitigation may be required for lost natural flood storage due to added fill.
- M. **Water and sewage systems.** All new construction, or substantial improvements, shall be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other services designed and located so as to prevent waters from entering or accumulating within the components during conditions of flooding or to prevent impairment or contamination during flooding.

(Ord. 3163, 2017; Ord. No. 3102, § 3(Attach. A), 3-5-2013)

Roads in Flood Zone AE Exhibit "A"

5.25 miles of roads with Zone AE





Item: Resolution 10185 to Levy and Assess Special Improvement General Boulevard Maintenance District No. 3570
From: Judy Burg, Taxes and Assessments
Initiated By: Annual Assessment Process
Presented By: Melissa Kinzler, Fiscal Services Director
Action Requested: City Commission Conduct Public Hearing and Adopt Resolution 10185

Public Hearing:

1. Mayor conducts public hearing, calling three times each for opponents and proponents.
2. Mayor closes public hearing and asks the will of the Commission.

Suggested Motion:

1. Commissioner moves:

"I move the City Commission (adopt/deny) Resolution 10185."
 2. Mayor requests a second to the motion, Commission discussion, and calls for the vote.
-
-

Staff Recommendation:

Staff recommends the City Commission adopt Resolution 10185.

Background:

The Park and Recreation Department, Natural Resources - Boulevard Division is responsible for the care and maintenance of over 15,000 street trees located within the General Boulevard District. Services provided within the District are pruning, removal, planting, leaf pickup, and streetscape design.

The budget development process begins in January of each year when the Natural Resources - Boulevard Division receives its midyear financial reports. The midyear reports, and subsequent reports, are used to determine the current financial position of the department. Information is gathered regarding the actual and anticipated expenses, future projects, goals, and objective of the department.

After calculating all factors pertinent to the operation of the Natural Resources - Boulevard Division, an assessment amount for the next fiscal year is calculated, proposed and presented to the City Commission for approval. An increase of 7% has been proposed for Fiscal Year 2018. The last General Boulevard maintenance increase of 10% was approved in Fiscal Year 2016.

In order to legally provide for the necessary assessment support, State laws require City Commission hearings and passage of authorizing resolutions. Sections 7-12-4102, 7-12-4176 and 7-12-4179 M.C.A. authorize the City

Commission to create and assess the costs of work, improvements, and maintenance to the owners of property within the boundaries of such district.

As part of the annual budget development and adoption procedures, the Special Improvement General Boulevard Maintenance District Assessment Resolution must be submitted for City Commission action. A public notice and hearing is required prior to final passage of the assessment resolution.

Fiscal Impact:

Adoption of Resolution 10185 will allow the City to finance the costs of work, improvements, and maintenance conducted each year in the Special Improvement General Boulevard Maintenance District.

ASSESSMENT ANTICIPATED

The anticipated assessment amount for the General Boulevard Maintenance District for the next fiscal year is the amount reflected in the Fiscal Year 2018 Budget. This equates to an assessment of \$0.010575 per square foot, for a total of \$375,305 and will result in an assessment of \$79.31 for an average size lot of 7,500 square feet (7,500 sq. ft. x 0.010575 factor = \$79.31.) This is a yearly increase of \$5.18 for a lot size of 7,500 square feet.

Alternatives:

The City Commission could choose to deny Resolution 10185 to Levy and Assess General Boulevard Maintenance; however, the reduction in services to trim, prune, spray, and maintain the trees, within the district, would be harmful and devastating to the overall shelter and beauty provided by the street trees to the community.

Concurrences:

Park and Recreation staff is responsible for the operation expenses of the Boulevard District fund. Fiscal Services staff is responsible for assessing and collecting the revenues necessary to carry out the operations. The City Commissioners have received information regarding the condition of the Boulevard District and the Natural Resources Fund operations during the annual budget process.

ATTACHMENTS:

- ▣ Resolution 10185
- ▣ Map of General Boulevard District

RESOLUTION NO. 10185

A RESOLUTION LEVYING AND ASSESSING THE COST OF MAINTAINING BOULEVARDS IN THE GENERAL BOULEVARD DISTRICT NO. 3570 OF THE CITY OF GREAT FALLS, MONTANA FOR THE FISCAL YEAR BEGINNING JULY 1, 2017 AND ENDING JUNE 30, 2018

WHEREAS, the City Commission did create a General Boulevard Maintenance District No. 3570 by Resolution 3570 on January 2, 1946; and

WHEREAS, the City Commission did amend and exclude Lots 8-14, Block 34 of Boston and Great Falls Addition, from the boundaries of the General Boulevard District by Resolution 8132 on September 1, 1987, in accordance with § 7-12-4335, MCA; and

WHEREAS, the City intends to continue trimming, pruning, spraying, and otherwise maintaining the trees within said district, except when such maintenance conflicts with other provisions of the Official Code of the City of Great Falls; and

WHEREAS, on July 18, 2017, the City Commission adopted Resolution 10195, Annual Budget Resolution, in which the estimated assessment for such maintenance within the General Boulevard Maintenance District No. 3570 was reflected as THREE HUNDRED SEVENTY-FIVE THOUSAND THREE HUNDRED AND FIVE DOLLARS (\$375,305); and

WHEREAS, in accordance with § 7-1-4127, MCA, notice was published setting forth that Resolution No. 10143 Levying and Assessing the Cost of Maintaining Boulevards in the General Boulevard Maintenance District No. 3570 would be brought before the Great Falls City Commission for public hearing on August 1, 2017.

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

Section 1 – Maintenance Costs Assessed

The cost of maintaining boulevards in General Boulevard Maintenance District No. 3570, totaling \$375,305, be levied and assessed upon the properties in said district for the fiscal year ending June 30, 2018.

Section 2 – Maintenance Assessment Method

Each lot and parcel within the district be assessed in proportion to its square footage. The procedure for determining the square footage to be assessed is the total square footage as set forth in Exhibit “A” of Resolution 6202 adopted by the Great Falls City Commission on July 22, 1968, and presently on file in the office of the City Clerk.

Section 3 – Assessment Due Date

Assessments are payable in two payments and will become delinquent at 5:00 o'clock p.m. on November 30, 2017 and May 31, 2018.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, this 1st day of August, 2017.

Bob Kelly, Mayor

ATTEST:

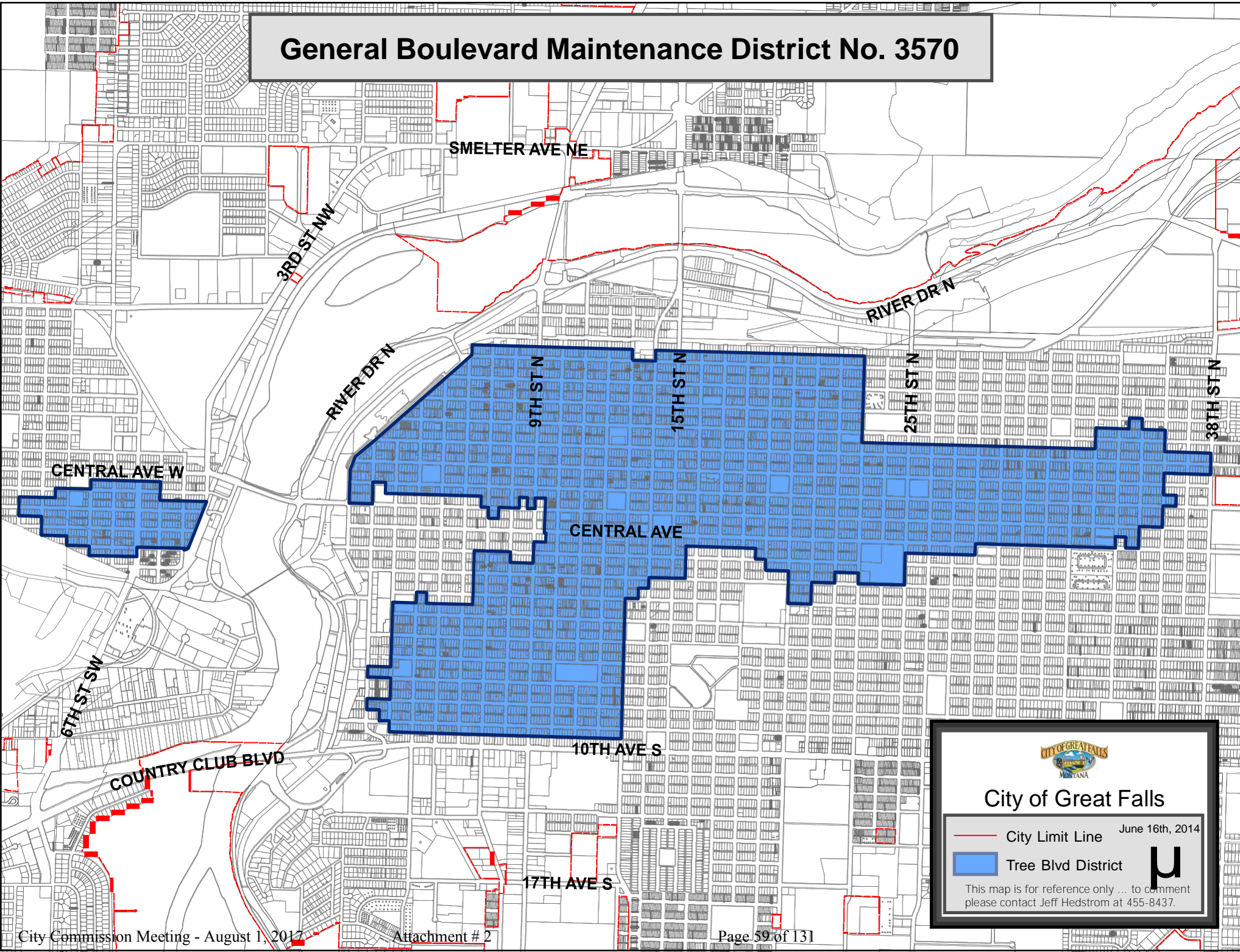
Darcy Dea, Deputy City Clerk

(Seal of the City)

APPROVED FOR LEGAL CONTENT:

Sara R. Sexe, City Attorney

General Boulevard Maintenance District No. 3570




City of Great Falls
June 16th, 2014

— City Limit Line
■ Tree Blvd District

This map is for reference only ... to comment please contact Jeff Hedstrom at 455-8437.



Item: Resolution 10186 to Levy and Assess Special Improvement Portage Meadows Maintenance District No. 1195
From: Judy Burg, Taxes and Assessments
Initiated By: Annual Assessment Process
Presented By: Melissa Kinzler, Fiscal Services Director
Action Requested: City Commission Conduct Public Hearing and Adopt Resolution 10186

Public Hearing:

1. Mayor conducts public hearing, calling three times each for opponents and proponents.
2. Mayor closes public hearing and asks the will of the Commission.

Suggested Motion:

1. Commissioner moves:

"I move the City Commission (adopt/deny) Resolution 10186."
 2. Mayor requests a second to the motion, Commission discussion, and calls for the vote.
-
-

Staff Recommendation:

Staff recommends the City Commission adopt Resolution 10186.

Background:

In February 1977, Resolution 6913 created Special Improvement Maintenance District No. 1195 for the purpose of maintaining the Green Belt of the Portage Meadows Addition. The assessment covers the costs of materials, snow removal labor, water, mowing labor, fertilizer costs and labor, aerification labor, and tree pruning, which was part of the original Planned Unit Development.

The budget development process begins in January of each year when the Natural Resources - Boulevard Division receives its midyear financial reports. The midyear reports, and subsequent reports, are used to determine the current financial position of the department. Information is gathered regarding the actual and anticipated expenses, future projects, goals, and objectives of the department.

After calculating all factors pertinent to the operation of the Natural Resources - Boulevard Division, an assessment amount for the next fiscal year is calculated, proposed, and presented to the City Commissioners for approval. No recommendation for an increase is proposed for Fiscal Year 2018.

In order to legally provide for the necessary assessment support, State laws require City Commission hearings and passage of authorizing resolutions. Sections 7-12-4102, 7-12-4176 and 7-12-4179 M.C.A. authorize the City

Commission to create and assess the costs of work, improvements, and maintenance to the owners of property within the boundaries of such district.

As part of the annual budget development and adoption procedures, the Special Improvement Portage Meadows Maintenance District Assessment Resolution must be submitted for City Commission action. A public notice and hearing is required prior to final passage of the assessment resolution.

Fiscal Impact:

Adoption of Resolution 10186 will allow the City to finance the cost of repairs and maintenance required each year in the Special Improvement Portage Meadows Maintenance District.

ASSESSMENT ANTICIPATED

The anticipated assessment amount for Portage Meadows Boulevard Maintenance for the next fiscal year is the amount reflected in the Fiscal Year 2018 Budget. The Portage Meadows Boulevard area assessment will remain the same as last fiscal year. This equates to an assessment factor of \$0.069002 per square foot, for a total of \$58,079, and will result in an annual assessment of \$310.58 for an average lot of 4,501 square feet (4,501 sq. ft. x 0.069002 factor = \$310.58.)

Alternatives:

The City Commission could choose to deny Resolution 10186 to Levy and Assess Portage Meadows Boulevard Maintenance District; however, the City agreed to provide the services when the land was donated to the City.

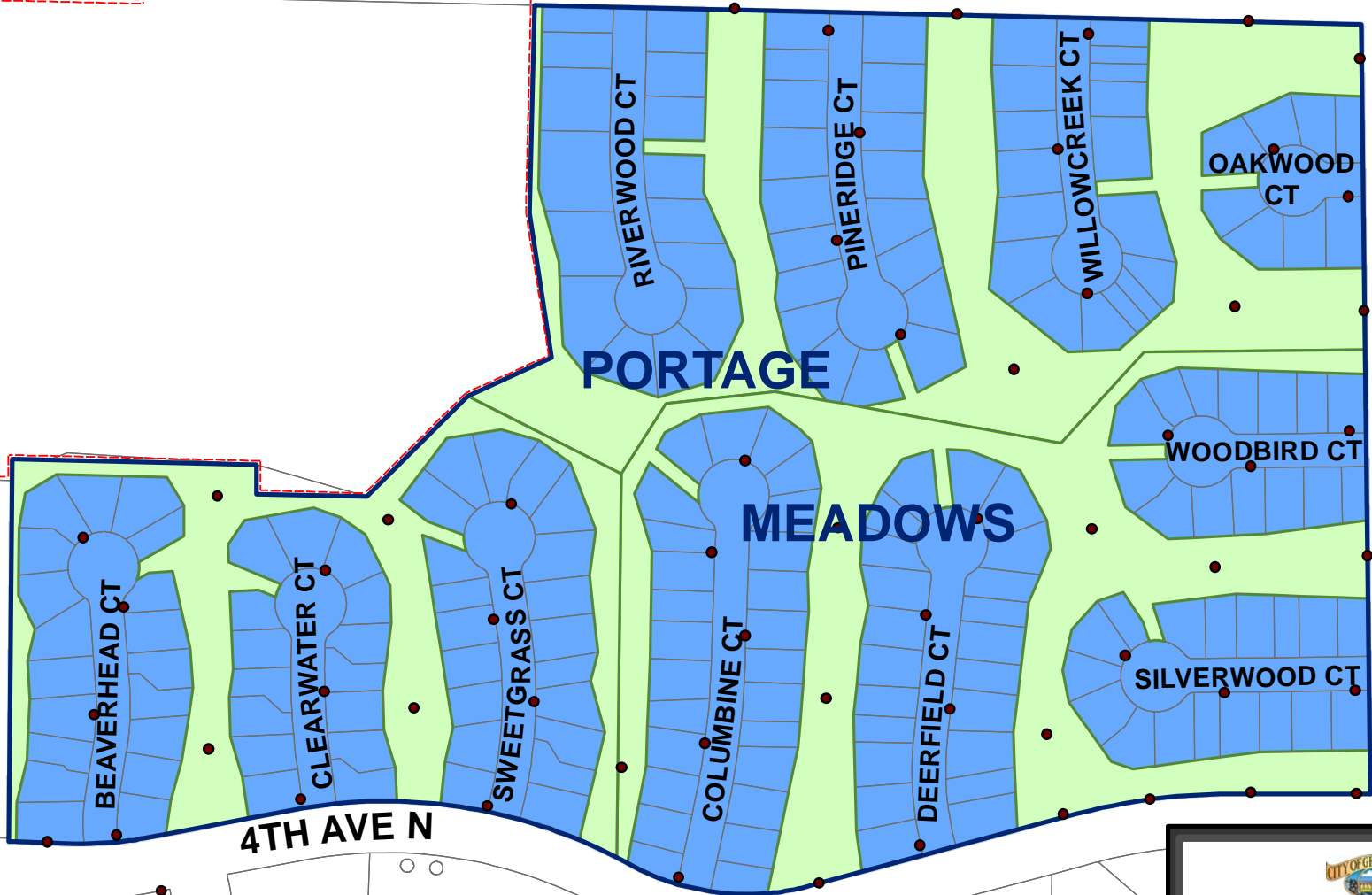
Concurrences:

Park and Recreation staff is responsible for the operation expenses of the Portage Meadows District Fund. Fiscal Services staff is responsible for assessing and collecting the revenues necessary to carry out the operations.

ATTACHMENTS:

- Map of Portage Meadows Maintenance District No. 1195
- Resolution 10186

Portage Meadows Maintenance District No. 1195



46TH ST N

4TH AVE N

52TH ST N


City of Great Falls
June 12th, 2014

-  City Limit Line
-  Light Poles
-  Green Belt Area
-  Portage Properties



This map is for reference only ... to comment please contact Jeff Hedstrom at 455-8437.

RESOLUTION NO. 10186

A RESOLUTION LEVYING AND ASSESSING THE COST OF MAINTAINING THE GREEN BELT PARK OF PORTAGE MEADOWS ADDITION IN THE CITY OF GREAT FALLS ON ALL REAL ESTATE IN SPECIAL IMPROVEMENT MAINTENANCE DISTRICT NO. 1195 FOR THE FISCAL YEAR BEGINNING JULY 1, 2017 AND ENDING JUNE 30, 2018

WHEREAS, the City Commission did create and amend Special Improvement Maintenance District No. 1195 by Resolutions 6913, 6980, and 8426 on February 15 and July 17, 1977, and July 16, 1991, respectively; and

WHEREAS, the City intends to continue maintaining the Green Belt Park of Portage Meadows Addition within Special Improvement Maintenance District No. 1195; and

WHEREAS, on July 18, 2017, the City Commission adopted Resolution 10195, Annual Budget Resolution, in which the estimated costs for the assessment of such maintenance within Special Improvement Maintenance District No. 1195 was reflected as FIFTY-EIGHT THOUSAND SEVENTY-NINE DOLLARS (\$58,079); and

WHEREAS, in accordance with § 7-1-4127, MCA, notice was published setting forth that Resolution No. 10186 Levying and Assessing the Cost of Maintaining the Green Belt Park of Portage Meadows Addition in the City of Great Falls on all Real Estate in Special Improvement Maintenance District No. 1195 would be brought before the Great Falls City Commission for public hearing on August 1, 2017.

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

Section 1 – Maintenance Costs Assessed

The cost of care and maintenance in Special Improvement Maintenance District No. 1195, totaling \$58,079, be levied and assessed upon the properties in said district for the fiscal year ending June 30, 2018.

Section 2 – Maintenance Assessment Method

There are 186 properties contained within the boundaries of Portage Meadows Special Improvement Maintenance District No. 1195. The costs per property and the property list for Portage Meadows Special Improvement Maintenance District No. 1195 are set forth in the records of the City Clerk of the City of Great Falls. Said property is generally identified as each lot or parcel of land within Portage Meadows Additions #1, #2, and #3, excluding Blocks 4, 5, and 6 of Portage Meadows #1 Addition.

Assessments may be reviewed on an annual basis and the amount may be revised according to the following formula: cost plus ten percent (10%) divided by the total square feet of all of the lots within said district times the square feet of each lot. Costs shall be for expendable material,

snow removal labor, water, mowing labor, fertilizer costs and labor, aerification labor, and tree pruning costs.

Section 3 – Assessment Due Date

Assessments are payable in two payments and will become delinquent at 5:00 o'clock p.m. on November 30, 2017 and May 31, 2018.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, this 1st day of August, 2017.

Bob Kelly, Mayor

ATTEST:

Darcy Dea, Deputy City Clerk

(Seal of the City)

APPROVED FOR LEGAL CONTENT:

Sara R. Sexe, City Attorney



Item: Resolution 10187 to Levy and Assess Street Maintenance District
From: Judy Burg, Taxes and Assessments
Initiated By: Annual Assessment Process
Presented By: Melissa Kinzler, Fiscal Services Director
Action Requested: City Commission Conduct Public Hearing and Adopt Resolution 10187

Public Hearing:

1. Mayor conducts public hearing, calling three times each for opponents and proponents.
2. Mayor closes public hearing and asks the will of the Commission.

Suggested Motion:

1. Commissioner moves:

"I move the City Commission (adopt/deny) Resolution 10187."
 2. Mayor requests a second to the motion, Commission discussion, and calls for the vote.
-
-

Staff Recommendation:

Staff recommends the City Commission adopt Resolution 10187.

Background:

The Street Division maintains approximately 383 miles of streets and alleys within the city limits. Maintenance consists of pavement rehabilitation and restoration, street cleaning, snow and ice removal, alley maintenance, and the nuisance weed program. In addition, Traffic Operations are funded through the Street Division and are responsible for the maintenance of all roadway signs, signals, and pavement markings.

During the budget process, information is gathered regarding the actual, and anticipated expenses of the Street Fund, future capital projects are reviewed and the street maintenance assessment for the next fiscal year is discussed.

After calculating all factors pertinent to the operation of the Street Maintenance District, an assessment amount for the next fiscal year is calculated, proposed, and presented to the City Commissioners for approval. No recommendation for an increase is proposed for Fiscal Year 2018. The last street maintenance increase of 10% was approved in Fiscal Year 2016.

As part of the annual budget development and adoption procedures, the Street Maintenance Assessment Resolution must be submitted for City Commission action. A public notice and hearing is required prior to final passage of the assessment resolution.

ASSESSMENT OPTION

Section 7-12-4425 M.C.A. states: "...The council shall pass and finally adopt a resolution specifying the district assessment option and levying and assessing all the property within the several districts..." The City uses the "assessable area" option under Section 7-12-4422, M.C.A. to assess its street maintenance. The assessable area option, defines assessable area by square footage caps. Four options for assessments exists:

Residential: Square footage caps per parcel of 12,000 square feet for residential property and properties categorized as non-profit/cemetery organizations 501(c)(13) as defined by the Internal Revenue Code.

Downtown: Downtown District shall be defined as being within an area bounded on the north by Third Alley North, on the south by Third Alley South, on the east by Tenth Street, and on the west by Park Drive. Any properties located in this area, with a designated residential land use code of 111, 112 and 114, shall be excluded from the District and assessed as part of the Residential District.

Mixed-Use: A 'mixed use' category which consists of property equal to or greater than 112,000 square feet but less than 50% commercially developed. For the 'mixed use' category, the Planning Department shall identify all property equal to, or greater than 112,000 square feet, which are 50% or less commercially developed. Those properties shall be assessed 50% commercial and 50% at capped residential.

Commercial: 1 million square foot cap for all other property. The 1 million square foot cap for all other property encourages large green areas on some private properties within the City.

Fiscal Impact:

Adoption of Resolution 10187 will allow the City to fund the cost of work, improvements, and maintenance in the street maintenance district.

For Fiscal Year 2018, the street maintenance assessment will remain the same as Fiscal Year 2017. This equates to an assessment factor of \$0.014702 per square foot, for a total of \$4,535,592, and will result in an annual assessment of \$110.27 for an average size lot of 7,500 square feet (7,500 sq. ft. x 0.014702 factor = \$110.27).

Alternatives:

The City Commission could choose to deny Resolution 10187 to Levy and Assess Street Maintenance; however, the reduction in services to the community could be hazardous to the safety and welfare of the general public.

Concurrences:

Public Works staff is responsible for the operation expenses of the Street Department. Fiscal Services staff is responsible for assessing and collecting the street maintenance revenues necessary to carry out the operations.

ATTACHMENTS:

- Resolution 10187

RESOLUTION NO. 10187

A RESOLUTION LEVYING AND ASSESSING THE COST OF STREET MAINTENANCE FOR STREETS AND ALLEYS IN THE CITY OF GREAT FALLS, MONTANA FOR THE FISCAL YEAR BEGINNING JULY 1, 2017 AND ENDING JUNE 30, 2018

WHEREAS, creation and alteration of Street Maintenance Districts is authorized pursuant to Title 7, Chapter 12, Part 44, MCA; and

WHEREAS, the City Commission did provide for street maintenance pursuant to Ordinance 1687 adopted September 7, 1971; and

WHEREAS, the City Commission did amend and expand the scope of street maintenance services pursuant to Ordinance 2584 adopted February 5, 1991; and

WHEREAS, the City Commission finds and has determined that each and every lot or parcel within said district has been or will be specially benefited by said maintenance; and

WHEREAS, the City intends to continue maintaining streets and alleys within the corporate limits of the City of Great Falls; and

WHEREAS, on July 18, 2017, the City Commission adopted Resolution 10195, Annual Budget Resolution, in which the estimated assessment for such maintenance not offset by other revenues within the Street Maintenance District was reflected as FOUR MILLION FIVE HUNDRED THIRTY-FIVE THOUSAND FIVE HUNDRED NINETY-TWO DOLLARS (\$4,535,592); and

WHEREAS, in accordance with § 7-12-4426, MCA, notice was published setting forth that Resolution No. 10187 Levying and Assessing the Cost of Street Maintenance for Streets and Alleys in the City of Great Falls, Montana, would be brought before the Great Falls City Commission for public hearing on August 1, 2017.

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

Section 1 – Maintenance Costs Assessed

The costs of maintenance, not offset by other revenues, in the Street Maintenance District, totaling FOUR MILLION FIVE HUNDRED THIRTY-FIVE THOUSAND FIVE HUNDRED NINETY-TWO DOLLARS (\$4,535,592) be levied and assessed upon the property in said district for the fiscal year ending June 30, 2018. The description of each lot or parcel of land within the Street Maintenance District and the respective assessments are set forth in the records of the Fiscal Services Department of the City of Great Falls, Montana, and by this reference incorporated herein as if fully set forth.

Section 2 – Maintenance Assessment Method

The percentage of the cost of maintenance for the assessable areas benefitted by the maintenance district as established in § 7-12-4425, MCA, shall be made as set forth in § 7-12-4422, MCA.

The Street Maintenance District shall be assessed according to factors based on the property classification and square footage with caps. Assessable areas within the Street Maintenance District shall be set with a square footage cap of 12,000 square feet for residential property and properties categorized as non-profit/cemetery organizations 501(c)(3) as defined by the Internal Revenue Code, and a one million square feet cap for all other property. Downtown District shall be defined as being within an area bounded on the north by Third Alley North, on the south by Third Alley South, on the east by Tenth Street and on the west by Park Drive and any properties located within this area with a designated residential land use code shall be excluded from the District. The Planning and Community Development Department shall annually identify all mixed-use property equal to or greater than 112,000 square feet which are 50% or less commercially developed. Those mixed-use properties shall be assessed 50% commercial and 50% capped residential.

No proration of the street maintenance assessment shall be made for any reason, including the fact that a particular property did not have paved streets for the entire taxable year.

Section 3 – Assessments Due Date

Assessments are payable in two payments and will become delinquent at 5:00 o'clock p.m. on November 30, 2017 and May 31, 2018.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, this 1st day of August, 2017.

Bob Kelly, Mayor

ATTEST:

Darcy Dea, Deputy City Clerk

(Seal of the City)

APPROVED FOR LEGAL CONTENT:

Sara R. Sexe, City Attorney



Item: Resolution 10188 to Levy and Assess Properties within Special Improvement Lighting Districts
From: Judy Burg, Taxes and Assessments
Initiated By: Annual Assessment Process
Presented By: Melissa Kinzler, Fiscal Services Director
Action Requested: City Commission Conduct Public Hearing and Adopt Resolution 10188

Public Hearing:

1. Mayor conducts public hearing, calling three times each for opponents and proponents.
2. Mayor closes public hearing and asks the will of the Commission.

Suggested Motion:

1. Commissioner moves:

"I move the City Commission (adopt/deny) Resolution 10188."
 2. Mayor requests a second to the motion, Commission discussion, and calls for the vote.
-
-

Staff Recommendation:

Staff recommends the City Commission adopt Resolution 10188 to levy and assess properties within the Special Improvement Lighting Districts.

Background:

There are currently 27 Special Improvement Lighting Districts (SLD's) with approximately 9,429 roadway lights. The majority (97%) of the roadway lights are owned by Northwestern Energy. The City pays a maintenance fee to Northwestern Energy for these lights in addition to a fee which covers the electrical transmission and distribution. The electrical supply for the street lights is currently being furnished by Talen Treasure State. The remaining 3% of roadway lighting is City-owned. The Special Improvement Lighting District funds are administered by the Fiscal Services Department. The purpose of the fund is to maintain the light poles and furnish electrical current for the light districts throughout the year. After determining financial factors pertinent to the operation of the special improvement lighting districts, an assessment amount for the next fiscal year is calculated, budgeted and presented to the City Commission for approval.

As part of the annual budget development and adoption procedures, the Special Improvement Lighting Districts Assessment Resolution must be submitted for City Commission action. A public notice and hearing is required prior to final passage of the assessment resolution.

Fiscal Impact:

Adoption of Resolution 10188 will allow the City to fund the operational and maintenance costs required in the Special Improvement Lighting Districts for the fiscal year.

ASSESSMENT ANTICIPATED

The anticipated assessment amount for the Special Improvement Lighting District funds for the next fiscal year is \$1,159,589. After review of the budget and the estimated assessment for Fiscal Year 2017/2018, the total assessment amount reflects a 1% decrease from the prior fiscal year as the cash balances for the various lighting districts are more than adequate to cover the operational costs for the districts.

<u>BUDGETED</u> <u>TOTAL ASSESSMENT</u>	<u>FISCAL YEAR</u>
\$1,976,427	2013/2014 (26 Districts)
\$1,547,428	2014/2015 (26 Districts)
\$1,428,082	2015/2016 (26 Districts)
\$1,175,344	2016/2017 (27 Districts)
\$1,159,589	2017/2018 (27 Districts)

Fiscal Year 2017/2018 assessment per district is indicated on the SLD Maintenance Budget and Assessment Worksheet attached as Exhibit "A" and made a part of Resolution 10188.

Alternatives:

The City Commission could choose to deny the adoption of Resolution 10188; however, the reduction in services to the community could be hazardous to the safety and welfare of the general public.

Concurrences:

Fiscal Services staff is responsible for the operation expenses, along with assessing and collecting the revenues; Public Works is responsible for the maintenance of all City-owned lighting districts.

ATTACHMENTS:

- Resolution 10188
- Exhibit "A" SLD Maintenance Budget & Assessment Worksheet
- Special Lighting District Boundary Map

RESOLUTION NO. 10188

A RESOLUTION LEVYING AND ASSESSING THE COST OF MAINTAINING SPECIAL IMPROVEMENT LIGHTING DISTRICTS (SLD'S) NUMBERED 18, 650, 651, 912, 973, 1067A, 1105, 1230, 1255, 1261, 1269, 1270, 1289, 1290, 1294, 1295, 1296, 1297, 1298, 1302, 1303, 1304, 1305, 1306, 1308, 1309 AND 1310 IN THE CITY OF GREAT FALLS, MONTANA, FOR THE FISCAL YEAR BEGINNING JULY 1, 2017 AND ENDING JUNE 30, 2018

WHEREAS, the City Commission declares that the above-captioned Special Improvement Lighting Districts were created, lighting systems installed and that the City intends to continue maintenance of such lighting systems in said SLD's; and

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

WHEREAS, on July 18, 2017, the City Commission adopted Resolution 10195, Annual Budget Resolution. The budgeted amounts for maintenance of the City's lighting systems were reviewed and adjusted. The newly adjusted assessment amount totals ONE MILLION ONE HUNDRED FIFTY-NINE THOUSAND FIVE HUNDRED EIGHTY-NINE DOLLARS (\$1,159,589); and

WHEREAS, in accordance with § 7-1-4127, MCA, notice was published setting forth that Resolution No. 10188 Levying and Assessing the Cost of Maintaining Special Improvement Lighting Districts (SLD's) Nos. 18, 650, 651, 912, 973, 1067A, 1105, 1230, 1255, 1261, 1269, 1270, 1289, 1290, 1294, 1295, 1296, 1297, 1298, 1302, 1303, 1304, 1305, 1306, 1308, 1309 and 1310 in the City of Great Falls, Montana, would be brought before the Great Falls City Commission for public hearing on August 1, 2017.

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

Section 1 – Maintenance Costs Assessed

The cost of maintenance for said lighting systems in the above-captioned SLD's totaling \$1,159,589 be levied and assessed upon the properties in said SLD's.

Section 2 – Assessment Method

Each lot and parcel within each SLD is hereby assessed a proportion of the maintenance costs attributed to the SLD in the proportion to which its assessable area (individual square feet) bears to the area of the whole special improvement lighting district (total square feet), exclusive of streets, avenues, alleys and public places. An assessment projection summary of each district, describing total cost, is attached hereto and, by this reference, incorporated herein as if fully set

forth. The description of each lot or parcel of land within each SLD and the respective assessments are set forth in the records of the Fiscal Services Department of the City of Great Falls, Montana and by this reference is also incorporated herein as if fully set forth.

Section 3 – Assessment Due Date

Assessments are payable in two payments and will become delinquent at 5:00 o'clock p.m. on November 30, 2017 and May 31, 2018.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, this 1st day of August, 2017.

Bob Kelly, Mayor

ATTEST:

Darcy Dea, Deputy City Clerk

(Seal of the City)

APPROVED FOR LEGAL CONTENT:

Sara R. Sexe, City Attorney

**SPECIAL IMPROVEMENT LIGHTING DISTRICTS MAINTENANCE BUDGET & ASSESSMENT WORKSHEET
RESOLUTION #10188 - EXHIBIT "A"**

FY 2018

DISTRICT	DISTRICT TYPE	FUND	2017										FOR ENDING CASH WITHOUT 2018 ASSESSMENT	2018 ASSESSMENT	2017 ASSESSMENT
			XXXX.00.104 43420 6% PROJECTED BEGINNING CASH	XXXX.00.104 45120 UTILITY EXPENSE	XXXX.00.104 48692 OTHER MISC EXPENSES	XXXX.00.104 48652 MAPPING SERVICE	XXXX.00.104 48652 FISCAL SERVICE CHARGE	XXXX.31.536 42390 PUBLIC WORKS SUPPLIES & MATERIALS	XXXX.31.536 43690 PUBLIC WORKS OUTSIDE CONTRACTOR	XXXX.31.536 48636 PUBLIC WORKS INTERNAL MAINTENANCE	REQUESTED TOTAL EXPENSES				
18	STREET	8402	2,077	2,671	-	-	212	-	-	-	-	2,883	(806)	2,883	2,597
650	PERIOD	8403	53,156	5,383	-	-	427	1,455	1,455	1,455	10,176	42,981	42,981	9,429	9,429
651	STREET	8404	4,551	2,200	-	-	175	-	-	-	2,374	2,176	2,176	1,138	2,138
912	STREET	8405	18,490	13,854	-	-	1,100	-	-	-	14,954	3,536	3,536	13,468	13,468
973	STREET	8406	24,341	51	-	-	4	-	-	-	55	24,286	24,286	55	95
1067A	ALLEY	8407	7,293	4,897	-	-	389	-	-	-	5,286	2,007	2,007	4,760	4,760
1105	STREET	8408	4,601	3,879	-	-	308	-	-	-	4,187	414	414	3,710	3,710
1230	STREET	8409	562	191	-	-	15	-	-	-	206	356	356	185	185
1255	STREET	8410	1,158	382	-	-	30	-	-	-	412	746	746	371	371
1261	PERIOD	8411	11,320	4,511	275	-	358	1,220	1,220	1,220	8,804	2,516	2,516	8,153	8,153
1269	PERIOD	8412	96,962	14,416	750	-	1,144	3,897	3,897	3,897	28,003	68,959	68,959	25,935	25,935
1270	PERIOD	8413	18,671	6,095	225	-	484	1,648	1,648	1,648	11,747	6,924	6,924	10,417	10,417
1289	STREET	8414	18,648	13,568	-	-	1,077	-	-	-	14,645	4,003	4,003	12,674	12,675
1290	STREET	8415	2,079	1,125	-	-	89	-	-	-	1,214	865	865	1,093	1,093
1294	SLDA	8416	137,204	138,872	-	768	11,024	-	200	-	150,863	(13,660)	(13,660)	135,811	135,811
1298	SLDI	8417	58,801	20,511	-	658	1,628	-	-	-	22,797	36,004	36,004	10,185	10,185
1295	SLDC	8418	87,022	57,468	-	768	4,562	-	-	-	62,798	24,225	24,225	56,550	56,550
1296	SLDR	8419	1,679,129	906,300	-	2,577	71,948	-	10,013	-	990,838	688,291	688,291	841,943	856,943
1297	SLDT	8420	46,604	29,174	-	713	2,316	-	-	-	32,203	14,401	14,401	14,498	14,498
1302	ML3	8430	21,079	721	-	-	57	195	195	195	1,363	19,716	19,716	557	557
1304	EC1	8432	10,227	1,908	-	-	151	516	516	516	3,607	6,620	6,620	1,705	1,705
1306	ML4	8434	6,331	286	-	-	23	77	77	77	541	5,790	5,790	371	371
1308	ECII & III	8436	10,840	1,294	-	-	103	350	350	350	2,447	8,393	8,393	1,133	1,133
1310	ML5	8438	8,719	954	-	-	76	258	258	258	1,803	6,916	6,916	835	835
1303	Stone Meadow 1	8440	13,332	508	-	-	40	137	137	137	961	12,371	12,371	446	446
1305	Water Tower	8442	11,483	382	-	-	30	103	103	103	721	10,762	10,762	334	334
1309	Stone Meadow 2	8444	1,975	530	-	-	42	143	143	143	1,002	973	973	950	950
ALL DIST	Fund 217	8401	29,634												
			2,386,289	1,232,130	1,250	5,484	97,814	10,000	20,213	10,000	1,277,917	979,765	979,765	1,159,589	1,175,344

-1%

FISCAL YEAR 2017/2018

STREET DEPARTMENT

SINGLE UNDERGROUND STEEL

SINGLE OVERHEAD STEEL

DEDICATED WOOD

DISTRIBUTION WOOD POLE

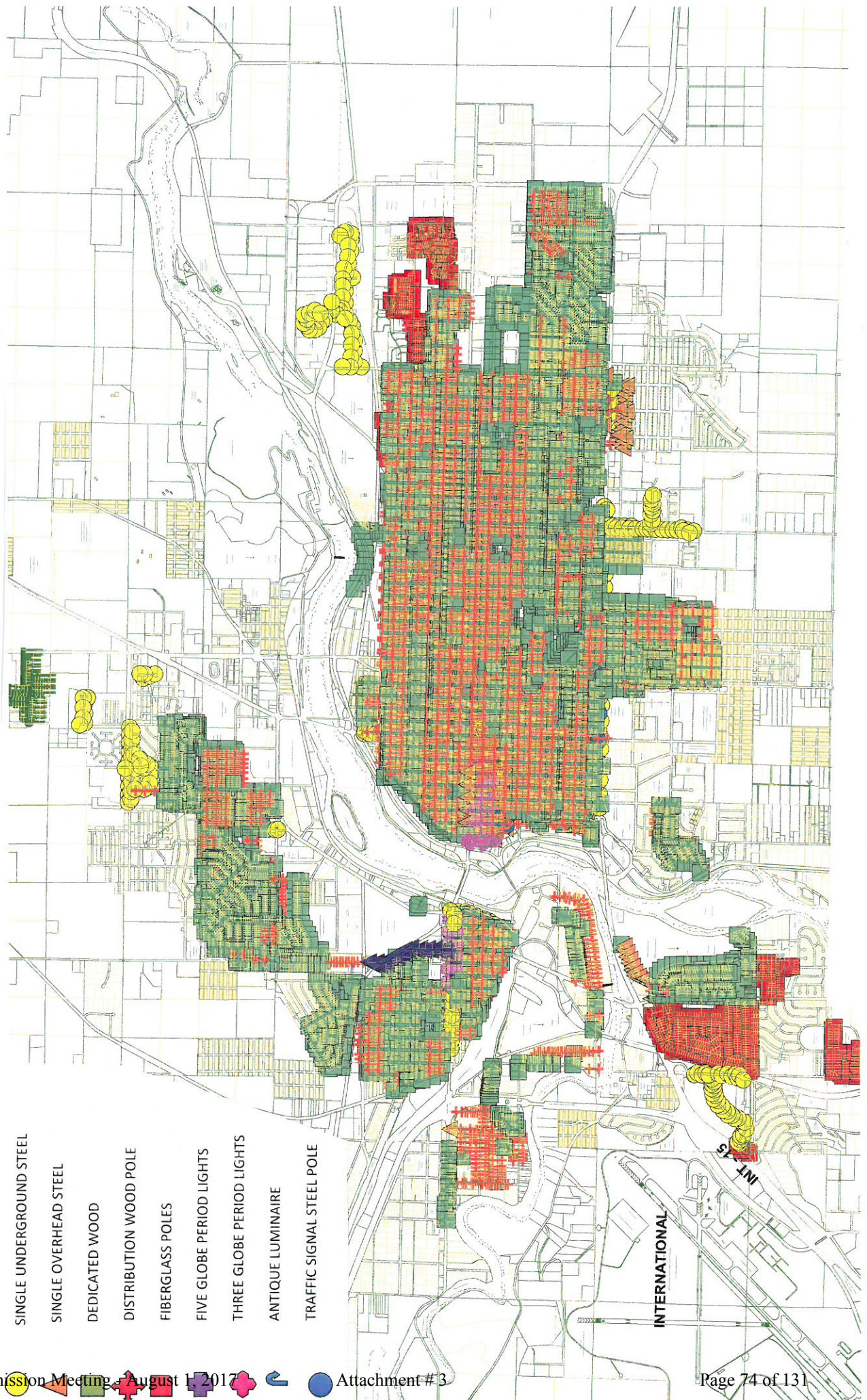
FIBERGLASS POLES

FIVE GLOBE PERIOD LIGHTS

THREE GLOBE PERIOD LIGHTS

ANTIQUE LUMINAIRE

TRAFFIC SIGNAL STEEL POLE



A MORE DETAILED AND LARGER VERSION OF THIS MAP IS AVAILABLE IN THE OFFICE OF FISCAL SERVICES



Item: Beech Drive and Cherry Drive Water Main Replacement, O. F. 1718
From: Engineering Division
Initiated By: Public Works Division
Presented By: Jim Rearden, Public Works Director
Action Requested: Consider Bids and Approve Contract for Office File 1718

Suggested Motion:

1. Commissioner moves:

"I move the City Commission (award/not award) a contract in the amount of \$838,800.00 to Williams Civil Division, Inc. for the Beech Drive and Cherry Drive Water Main Replacement, and authorize the City Manager to execute the construction contract documents."

2. Mayor requests a second to the motion, Commission discussion, public comment, and calls for the vote.

Staff Recommendation:

Approve construction contract award.

Summary:

Four bids were received and opened for this project on July 19, 2017. The bids for this project ranged from \$583,560.50 to \$988,889.00.

Unlike the vast majority of projects that have been awarded in the past, staff is recommending that this contract not be awarded to the lowest bidder. The low bid, \$583,560.50, was submitted by Johnston Excavating, Inc. of Bozeman. There are significant concerns regarding an award of a bid to Johnston Excavating, including:

1. This is the second time the City has put the project out for bid. The first time, Johnston Excavating provided the lowest bid, at approximately \$450,000.00 under the next bidder. This time Johnston Excavating's bid is approximately \$255,000.00 under the next bidder and approximately \$280,000.00 under the engineers' estimate. Normally being low is preferred, but having such a wide discrepancy in the bids lead to concerns as to the sufficiency of the bid, and concerns regarding potential future change orders to recoup the shortage.
2. As a result of the concerns, City Staff conducted an extensive background check on Johnston Excavating's recent projects. This included the City of Conrad where Johnston Excavating did a water main replacement project in 2014-2015. City Staff contacted both the Public Works Director of Conrad and KLJ Engineering (design engineer for the project) requesting references for the work performed. The Public Works Director was not satisfied with the entire project, including the lack of professionalism of the Contractor, the quality of their equipment, and the quality of work that was performed. The project was completed in 2015 yet the paperwork has not been closed out and the project has ended in litigation. The City of Conrad will not do work with Johnston Excavating for any future projects, and does not recommend them. The City did not receive a response to the inquiry from the design engineer.

3. City Staff checked with the three firms that Johnston Excavating has provided for references. Two offered responses which indicated that the contractor would do an adequate job in an open area, such as a field, where there are no paved roadways, houses and little landscaping to be replaced. The project at issue is just the opposite. It has very limited access for residents and construction equipment, will require close coordination with property owners and their pets, and replacement of fences, irrigation systems, and mature landscaping such as sod, raised planting beds, shrubs and possibly trees.
4. There have been a couple of responders that would not go on record, but indicated they would not enter into a contract with this contractor, especially on this type of project.

The City has a legal right to not award a contract to the low bidder. Montana Supreme Court in *Debcon, Inc. vs. City of Glasgow and Delta Engineering, Inc.*, 2001 MT 124, 305 Mont. 391, 28 P.3d 478, stated that the term "lowest responsible bidder" does not only refer to pecuniary (financial) matters, but includes the City's analysis of "judgment, skill, ability, capacity, and integrity" as well. The purpose of the bidding process is "for the protection of public interests and must be complied with by the municipal authorities for the benefit of the public." *Id.* Therefore, the City may reject the low bidder and award the contract to another bidder who is "most likely in regard to skill, ability and integrity to do faithful, conscientious work, and promptly fulfill the contract according to its letter and spirit." *Id.*

Background:

This project will replace water main located within an easement along back property lines between Beech Drive and Cherry Drive from Forest Avenue to Juniper Avenue. The new water main locations will be the roadways in Beech Drive and Cherry Drive.

This project is being completed in cooperation with the Montana Department of Environmental Quality (DEQ), and the Local Floodplain Administrator.

City Engineering Staff, in conjunction with Utility Staff, designed the project and will perform construction inspection and contract administration duties.

This project will replace a water main that has been failing with increasing frequency, causing extensive damage to property and disrupting water service to local residents. The water main breaks are primarily due to corrosive soils, age and type of pipe material used. The water main was installed in 1950.

Three alternatives were evaluated for this project: 1) Continue to use and repair the existing water main; 2) Line or pipe burst the existing water main located within an easement along back property lines; or 3) Install new water main in the roadway.

Alternative three (3) was selected because the existing main is located within a highly congested easement. Also located in the easement are a sanitary sewer main, gas main, mature trees, and overhead utilities such as power, cable TV, and telephone. Over the years residents have placed sheds over the easement, built fences, and block walls along their property lines. These obstructions make it more difficult and costly to get the required equipment onto the site to make the needed repairs, and the obstructions would make replacing the main in place extremely expensive.

This project will replace approximately 2,400 lineal feet of 6-inch cast iron water main with 8-inch PVC water main; replace 1 fire hydrant and add 6 new fire hydrants (significantly improving the fire protection in the area); 24 water service connections; 3,700 lineal feet of copper service line; 2,300 square yards of gravel; and 2,750 square yards of asphalt pavement. The project locations include:

1. Beech Drive from Juniper Avenue to Forest Avenue.
2. Cherry Drive from Juniper Avenue to Forest Avenue.
3. Approximately 175 lineal feet on Juniper Avenue between Beech Drive and Cherry Drive.

This is not a recommendation City Staff has come to lightly, and we have extensively researched the bids that have been submitted. City Staff recommends awarding the contract to the second lowest bidder, Williams Civil

Division, Inc. in the amount of \$838,800.00. Williams Civil will execute all the necessary documents.

Fiscal Impact:

This project is being funded through the Water Capital Improvement fund.

Alternatives:

The City Commission could vote to award the construction contract to Johnston Excavating, reject bids and rebid the project for a third time, or keep repairing breaks as they occur in the future. Staff does not recommend any of these options.

Concurrences:

DEQ has reviewed and approved the plans and specifications for this project.

ATTACHMENTS:

- Bid Tab

CITY OF GREAT FALLS
 P.O. BOX 5021
 GREAT FALLS, MT 59403

BID TABULATION SUMMARY
 Beech Drive and Cherry Drive Water Main Replacement
 O. F. 1718

Project Number PW351703
 Bids Taken at Civic Center
 Date: July 19, 2017
 Tabulated By: _____

	Name & Address of Bidder	Acknowledge Addendum #1	Acknowledge Addendum #2	10% Bid Security	Certificate of Non-Segregated Facilities	Certificate of Compliance with Insurance Req.	Total Bid
1	Johnston Excavating 805 Blackmore Place Bozeman, MT 59715	X	NA	X	X	X	\$583,560.50
2	Williams Civil Construction PO Box 1152 Bozeman, MT 59771	X	NA	X	X	X	\$838,800.00
3	United Materials, Inc. P.O. Box 1690 Great Falls, MT 59403	X	NA	X	X	X	\$988,889.00
4	Phillips Construction 2607 9th Avenue NW Great Falls, MT 59404						NO BID
5	Boland Construction 4601 7th Ave. So. Great Falls, MT 59405						NO BID
6	Falls Construction 1001 River Drive Great Falls, MT 59401						NO BID
7	Geranios Enterprises Inc. 320 Central Avenue Great Falls, MT 59401	X	NA	X	X	X	\$911,068.20
8							
9							
10							



Item: Labor Agreement between the City of Great Falls and the Great Falls Police Protective Association (GFPPA)
From: Greg Doyon - City Manager
Initiated By: City Manager's Office/GFPPA
Presented By: Greg Doyon - City Manager
Action Requested: Ratification of the Proposed Collective Bargaining Agreement with the GFPPA.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/deny) the labor agreement between the City of Great Falls and the GFPPA, and authorize the City Manager to execute the agreement.”

2. Mayor calls for a second, Commission discussion, public comment, and calls for the vote.

Staff Recommendation:

Staff recommends that the City Commission approve the labor agreement between the City of Great Falls and the GFPPA.

Background:

The current Collective Bargaining Agreement (CBA) with the GFPPA expired on June 30, 2017 (prior contract term was July 1, 2014 through June 30, 2017; 3 years). Please find below a summary detailing changes to the proposed agreement.

Summary of Changes

Agreement Term: July 1, 2017 – June 30, 2019 (2 years)

Minor Updates throughout Contract:

- Grammar, punctuation, spelling
- Montana Code References
- Qualifying events which fall under Family Medical Leave Act (FMLA)
- Wording changes (i.e., “Insurance” to “Risk Pooled Indemnity”)
- Clarifying references
- Legalese

Section 8.2 Court Appearance

Language clarifies prior administrative practice. There is no significant financial impact to this change.

Officers required to participate in juvenile detention hearings will be compensated according to the following schedule:

- Officers waiting to testify on a detention hearing while not physically at the court will be paid straight time; or
- Officers who have to testify via telephonic means will be paid court appearance rates as noted above in the first paragraph;
- Officers will be compensated for either straight time while waiting to testify or court appearance rates for testimony provided over the phone, but not for both.

Significant Contract Adjustments:

Section 9.1 Salaries

RANK	July 1, 2017 (3.0% COLA; 2% Market Adjustment)	July 1, 2018 (3.0 % COLA; 2.5% Market Adjustment)
Probationary Police Officer	\$4217.85	\$4449.83
Police Officer (Confirmed)	\$4376.40	\$4617.10

When evaluating proposed wage adjustments for GFPPA, comparison data from the top seven Montana communities was used by both parties. Typically, Great Falls’ wages for public safety falls in the middle range of other communities. When considering total compensation (other benefits, health plan, dental, vision, etc.) staff feels that the proposed range is fair and equitable.

It is also a little easier to compare wages for public safety in that data is relatively easy to consolidate and evaluate through other public safety CBA’s and hiring consortiums.

Employees citywide were slated for a 3% cost of living adjustment for FY18. After evaluating comparative wage information for confirmed police officers, an additional market adjustment is requested to maintain a competitive wage range. Year two’s adjustment is a little higher based on the fact that the GFPPA agreed to a modification of the medical plan contributions that will be discussed later.

The Human Resource Department continues to review exempt wage compression issues within the Police Department (and other departments). Wage schedules for exempt employees will require amending to maintain a distinct separation for exempt positions. This is necessary to facilitate department rank promotions and maintain pay equity with non unionized personnel.

The projected financial impact on Year 1 is \$233,856; the projected impact for year 2 impact is \$270,104. Total projected impact during the contract period is \$503,960.

Article 17: Health and Accident Insurance or Indemnity Coverage

Any additional premium charges after 7/1/17 through July 1, 2018 will be shared with the City paying 90% (ninety percent) of the increase (Column B below) and the employee paying 10% (ten percent) of the increase.

Any premium change after July 1, 2018 will be paid at a provider standard rate with the employee paying **10% (ten percent) of the premium and the City paying 90% (ninety percent) of the premium.**

	7/1/17		
	A	B	C
	City	Additional	Employee

Coverage	Contribution added to base	City Contribution not in base	Contribution
Employee	\$783		\$49.64
Ee & Child(ren)	\$783	\$312.53	\$118.82
Ee & Spouse	\$783	\$366.10	\$125.14
Family	\$783	\$734.15	\$164.18

Coverage	7/1/18		
	A	B	C
	City Contribution added to base	Additional City Contribution not in base	Employee Contribution
Employee	\$783	Standard Rate Premium City 90% Employee 10%	
Ee & Child(ren)	\$783		
Ee & Spouse	\$783		
Family	\$783		

Explanation:

For the first year of the contract, the employee will continue to pay 10% of the health insurance *increase*; with the City paying 90% of the increase.

During FY19 (July 1, 2018-June 30, 2019) the composite rate for a single, two person, parent child, and family plan will be adjusted to a *standard rating*. A standard rating is the industry methodology for proportionate costs of health plans for single, two-person, and family.

July 2018 Cost Projections Discussion

Assuming a 10% increase in health care costs next plan year, the following rates are projected after the composite rate is equalized and the 90/10 split is on the plan premium.

The current medical plan with MMIA expires in 2018. The City intends to request proposals from other providers.

Projected Costs to Employees after July 1, 2018 using 10% premium increase example

Plan Type	Employer Cost	% of Plan Cost	Employee Cost	% of Plan Cost	Employee Cost Change from FY18
Employee	\$783	90%	\$71.38	10%	\$21.74
EE & child (ren)	\$1183.86	90%	\$125.65	10%	\$6.83
EE & Spouse	\$1279.83	90%	\$142.20	10%	\$17.06
Family	\$1775.45	90%	\$197.27	10%	\$33.09

17.3 Death Benefit

Change in language from “killed in the line of duty” to “dies while performing their duties”.

A. If an employee dies while performing their duties within the scope of their employment, the City agrees to pay the health insurance premium for the dependents who are on the plan at the time of his/her death for twenty-four (24) months.

B. If an employee dies while performing their duties within the scope of their employment, all funeral-related costs will be covered by the City, up to \$15,000.

The determination as to whether or not an employee died while performing their duties within the scope of their employment will be made by the City’s workers compensation carrier.

No additional financial obligation over prior contracts.

23.1 Wellness Program

Removes pilot program language and incorporates program into Agreement. Language removed includes:

This program will be piloted for a period of one (10) year to evaluate its effectiveness as well as participation. Labor/Management has agreed to language and guidelines for the program.

Alternatives:

City Commission could reject proposed changes and direct the City Manager to continue collective bargaining.

Concurrences:

GFPPA members voted to ratify the contract language.

ATTACHMENTS:

- Labor Agreement
- Salary Schedule for First and Second Year

A G R E E M E N T

BETWEEN

CITY OF GREAT FALLS, MONTANA

AND

GREAT FALLS POLICE PROTECTIVE ASSOCIATION

July 1, 2017 – June 30, 2019

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ARTICLE 1

DEFINITIONS

1.1 ASSOCIATION

The Great Falls Police Protective Association (AKA: GFPPA or PPA), or its designated representative. All confirmed officers of the Police Department are members of the Association, including the Chief of Police. All members of the Association shall have available to them the benefits of being an Association member, except as dictated below in Section 1.2, (contractual matters) or association legal representation.

1.2 BARGAINING UNIT

All sworn personnel of the Police Department of the City of Great Falls, Montana, except lieutenants, captains and the Chief of Police.

1.3 COLLECTIVE BARGAINING ACT

The Collective Bargaining for Public Employees Act, Mont. Code Ann. §39-31-101 through 39-31-409, as it exists as of the date of this Agreement.

1.4 COMPENSATORY OR COMPENSATED TIME

The time off to which an employee, at his option, is entitled in lieu of cash payment as permitted by this Agreement.

1.5 DAY

The day for each employee shall be the twenty-four (24) hour period commencing at the beginning of his regularly-scheduled shift.

1.6 DEPARTMENT

The Municipal Police Department of the City of Great Falls, Montana.

1.7 EMPLOYEE

All members of the Bargaining Unit.

1.8 EMPLOYER

The Municipal Police Department of the City of Great Falls, Montana.

1.9 PRONOUN

Whenever used in this Agreement, each singular number or term shall include the plural, and the plural the singular, and the use of any gender shall include all genders.

1.10 SHIFT

The hours per day regularly scheduled for an employee to work.

1.11 WORK WEEK

An employee's work week shall consist of one calendar week and shall include no more than seven consecutive calendar days.

1.12 WORK DAY

In accordance with Montana Code Ann. §39-4-107, a period of eight (8) hours constitutes a day's work, unless specifically stated elsewhere in this contract.

ARTICLE 2

PURPOSE

In consideration of the mutual covenants herein recited, which have been established through collective bargaining procedures as provided for under Montana State statutes, this Agreement has as its purpose the promotion of harmonious relations between Employer and Association; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, fringe benefits, officer safety and other conditions of employment.

ARTICLE 3

RECOGNITION

Employer recognizes Association as the sole and exclusive bargaining agent for all employees for the purposes set forth in this Agreement or in the Collective Bargaining Act.

ARTICLE 4

EMPLOYEE RIGHTS

4.1 NON-JEOPARDY AND RIGHT TO ORGANIZE

- a. It shall be the right of all employees to join and support Association for the purposes of negotiating with Employer, or its duly selected representative, with respect to the subjects of negotiation and to confer or consult on any other matters for the purpose of establishing, maintaining, protecting, and improving the standards of the Great Falls Police Department and to establish procedures which will facilitate and encourage settlement of disputes, pursuant to the Collective Bargaining Act. Employer agrees that it shall not deprive any employee of the rights conferred by this Agreement or the Collective Bargaining Act.
- b. No employee shall be discharged or discriminated against by Employer for upholding lawful Association activities.

4.2 PROTECTION OF EMPLOYEE RIGHTS

- a. Employer shall give reasonable support to employees in the discharge of their duties.
- b. No employee shall suffer any reduction in this base rate of pay or in any other benefits covered by this Agreement at the date hereof as a result of this Agreement.

- c. No employee shall be discharged or reprimanded, reduced in compensation, suspended or terminated without just cause; excluding, however, probationary employees.
- d. The Standards of the Department as of the effective date of this Agreement provides certain written policies and procedures for the commencement, receipt, handling and disposition of matters relating to discipline of employees as well as complaints against them.

4.3 HOLD HARMLESS

Employer shall provide insurance or risk-pooled indemnity protection to defend and indemnify, if necessary, employees for claims, actual or alleged, made against them while acting within the course and scope of their employment, provided that such incidents, damages or acts are not caused by the willful violation of penal statutes, or acts of fraud or conduct contrary to the Great Falls Police Department Policy Manual or the City of Great Falls Employee Personnel Policy Manual. In addition, Employer agrees to abide by all requirements of the laws of the State of Montana relating to its obligation to defend, indemnify and hold employees harmless while acting within the course and scope of their employment.

4.4 PERSONNEL FILES

- a. Employees shall have the right to review the contents of any official personnel file maintained in Human Resources regarding them by Employer or any agent or representative of Employer, including any working copy in the Support Services Bureau Captain's office. One copy of any material placed in an Employee's file shall be made available to him upon request.
- b. All items in any such file shall be identified as to source.
- c. The Employee shall have the right to answer any material filed and his answer shall be placed in the same personnel file. The answer shall succinctly state the Employee's position and shall not be unduly lengthy or burdensome.
- d. This provision shall not restrict supervisors or management representatives from maintaining administrative records with regard to employee action or transactions.

4.5 UNLAWFUL TERMINATION

Employer will not terminate nor separate an employee from his employment in an attempt to circumvent the provisions of this Agreement.

4.6 CONFLICT OF LAWS

In the case of conflict of provisions contained in this Agreement and the Employee Personnel Policy Manual, this Agreement's provisions shall be applied, unless such

provisions are contrary to applicable law.

ARTICLE 5

ASSOCIATION RIGHTS

5.1 NONDISCRIMINATION POLICY

Association and employer agrees that this Agreement is subject to the Nondiscrimination Policy of Employer and that cooperation will be given to ensure that no individuals shall be discriminated against with respect to compensation, hours or conditions of employment because of race, color, religion, sex, national origin public assistance status, or other class protected by state and federal law.

5.2 MEMBERSHIP

All employees covered by this Agreement who are or become members of the Association on or after the effective date of this Agreement shall maintain their membership in good standing with the Association.

5.3 REPRESENTATION FEE

- a. Membership in the Association shall be separate, apart and distinct from assumption by each employee of his equal obligation to supply the financing of the cost of collective bargaining from which the employee receives benefits equal to those received by Association members. It is recognized that the Association is required both under law and under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Association. Inasmuch as the terms of this Agreement have been made for all employees in the bargaining unit and all employees derive benefit there under, each employee in the bargaining unit shall as provided in this subsection assume his fair share of the obligation along with the grant of benefits contained in this Agreement.
- b. Any employee who is not a member of the Association or who does not make application for membership within thirty (30) days from the date of his attainment of the rank of Police Officer, shall as a condition of employment, pay as a representation fee to the Association, and amount equal to the Association dues.
 - 1) The Association will certify to Employer, the current rate of Association membership dues.
 - 2) Requests for initiating deductions for the personal representation fee shall be submitted on a form signed by the employee within the above-defined thirty (30) day period.
 - 3) Deductions shall be under the same conditions and schedules as the deductions for Association membership dues prescribed in Article 5.4 of this

Agreement.

- c. In the event that an affected employee does not pay the representation fee directly to the Association, or authorize such payment through the payroll deduction plan, Employer, upon notification from the Association, shall immediately cause the termination of employment of such employee unless it has been established that said employee is a member of a bona fide religious sect, or division thereof, whose established and traditional tenets or teachings oppose a requirement that a member of such sect or division thereof join or financially support any labor organization.
 - 1) Employees who qualify under the religious sect or division thereof classification of this section shall be governed by the provisions of Mont. Code Ann. §39-31-204.
 - 2) The parties expressly agree that the failure of any employee to comply with the provisions of this article is just and reasonable cause for discharge from employment, and any employee (not otherwise exempt as allowed herein) shall be discharged for such failure upon the expiration of said thirty (30) days.
 - 3) The Association shall indemnify the City and any department of the City and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the City or any action taken by the City or any department of the City for the purpose of complying with the provisions of this Article.
- d. The provisions of this subsection 5.3 shall not apply to any existing employee who is not a member of the Association, but shall apply to all current members thereof and all future employees.

5.4 DUES ASSIGNMENT AND PAYROLL DEDUCTION

- a. Payroll deductions shall be made by Employer for Association membership dues and for the representation fee.
 - 1) Deductions for Association membership dues or for representation fees shall be initiated by submitting to Employer a written authorization therefore signed by each individual employee wishing to effect such deductions. Said deductions shall continue in effect from year to year pursuant to such written authorization unless revoked by written notice by the employee to Employer and to Association.
 - 2) Employer shall deduct in equal installments, such dues from each regular salary check of all employees whose authorizations are on file with Employer.
 - 3) All monies deducted by Employer for Association membership dues and personal representation fees shall be remitted to the Treasurer of the Association by the 20th day of each calendar month.
 - 4) All association members agree that if, for any reason, their employment should end with the Police Department, the member authorizes the City of Great Falls Fiscal Services, as directed by the Association Treasurer, to submit payment from the members final “payout/severance” check to the Association for full payoff of any outstanding Association loan balance said member has with the Association.

5.5 ASSOCIATION BULLETIN BOARDS

Employer agrees to provide suitable space for the Association Bulletin Boards. Postings by the Association on such boards are confined to official business of the Association.

5.6 ASSOCIATION BUSINESS

Employer recognizes a negotiating committee from the Association not to exceed five (5) members and a grievance committee not to exceed one (1) member. Time spent by the negotiating committee in bargaining on terms and conditions of the contract, as well as other necessary negotiation business, shall be without loss of regularly scheduled time or pay. Discussions with the grievance committee shall also be conducted without loss of regularly scheduled time or pay.

5.7 INFORMATION

Employer recognizes the necessity for the Association to have possession of information to maintain the Agreement and prepare for negotiations.

Therefore, one (1) copy of the materials listed below will be furnished to the Association by Employer at no cost within ten (10) days of the receipt of a request therefore, provided such materials are available.

- a. General fund budgets - preliminary and final.
- b. Annual report of Employer setting forth actual receipts and expenditures.
- c. Administrative regulations.
- d. Names, addresses, rank, and general payroll classification of employees in a particular rank.
- e. Any information, statistics and records relevant to negotiations, or necessary for proper enforcement of the terms of this agreement.

The Association, upon written request to Employer, shall also be furnished information or access to information that is of a public nature and is available. For such information Employer may charge the Association for the cost of preparing or providing copies thereof.

The Association will provide the Employer with the names of new Association officers, terms of office, and contact information thirty (30) days after elections.

ARTICLE 6

SENIORITY AND REDUCTION IN FORCE

6.1 SENIORITY

Seniority means an employee's length of continuous service with the Department since the date of hire, and shall be computed from the date the employee began such service.

a. To be absent from the job due to layoffs will be considered lost time for the purpose of seniority; however, in the event of reemployment under Article 6.2 of this Article, previous service shall count towards seniority.

b. To be absent from the job due to a voluntary leave of absence without pay that exceeds fifteen (15) days will be considered lost time for the purpose of seniority unless the employee worked one hundred (100) hours or more in any calendar month(s) during which the leave occurred; however, previous service upon return to work is counted toward seniority.

c. To be absent from the job due to involuntary active military leave will not affect seniority. Such time spent in military service will count towards seniority.

d. Employer shall post a seniority roster on December 1 and June 1 of each year. Employees may protest their seniority designation through the grievance procedure if they have cause to believe an error has been made.

e. Absences due to injury in the line of duty shall be considered as time worked for the purposes of determining seniority and granting of any benefits covered by this Agreement.

6.2 REDUCTION IN FORCE

a. A Reduction in Force and the term "layoff" as used herein shall be separate and distinct from the terms resignation, retirement and dismissal, and shall mean the loss of an employee's employment with Employer which is the result of any reason other than resignation, retirement or dismissal.

b. In the event that Employer anticipates that a layoff of employees is to take place, Employer will provide Association with written notification which will include the positions proposed to be affected, the proposed schedule of implementation, and the reasons for the layoff. Said notification shall be at least thirty (30) calendar days before the official action is to be taken. Upon Association request, Employer will make available to Association any data requested which pertains to the layoff determination. Any employee who is to be placed on layoff will be so notified in writing, by certified mail, at least thirty (30) days prior to the effective date of the layoff. The Association will be provided with a listing of the employees being notified of the layoff.

- c. Layoffs caused by Reduction in Force shall be in order of seniority; that is, the employee last hired shall be the first released.
- d. No full-time employee shall be laid off while temporary or part-time employees are serving in the bargaining unit.
- e. All recalls to employment shall likewise be in order of seniority; that is, the last employee released as a result of a Reduction in Force shall be the first rehired, provided the employee is able to meet the physical requirements of the job. The Employer shall notify in writing such employees to return to work and furnish the Association with a copy of such notification. It shall be the employee's responsibility to maintain a current address on record with the Employer for the purpose of such notification. An employee who is notified to report to duty, but fails to notify Employer within fourteen (14) calendar days of his intention to return to work, shall be considered as having forfeited his right to reemployment.
- f. Layoffs and subsequent recall shall not be considered as a new employment affecting the status of previous employees, nor shall it require the placement of reemployed personnel in a probationary status.

ARTICLE 7

HOURS OF WORK

7.1 **HOURS OF DUTY**

The working year shall normally be two thousand eighty (2,080) hours. The regularly scheduled working hours for employees shall be forty (40) hours per week, except for the patrol division that presently works nine (9) and ten (10) hour shift patterns.

7.2 **WORK SCHEDULE**

The hours of work each day may consist of an eight (8) hour shift which will include thirty minutes for a meal and two fifteen-minute rest breaks midway through the first part of the shift and midway through the second part of the shift.

The hours of work each day may consist of a nine (9) hour shift which will include forty-five minutes for a meal and one twenty minute rest break.

The hours of work each day may consist of a ten (10) hour shift which will include sixty-five minutes for a meal and one twenty minute rest break.

7.3 **SHIFT CHANGE**

The City will notify an employee of a change in a normally scheduled shift as soon as possible in order to minimize any inconvenience the change may cause.

ARTICLE 8

ADDITIONAL DUTY

8.1 OVERTIME

- a. Except as otherwise specifically provided in this Article, employees shall be paid at the rate of time and one-half for all hours worked in excess of a regularly scheduled work shift, and for all hours worked on days off.
- b. Overtime shall be computed to the nearest quarter (1/4) hours starting one minute after the quarter hour begins and extending to the full quarter hour.
- c. Holidays, sick leave, vacation or compensatory time taken during the work week will be considered as time worked when computing overtime.
- d. Employees shall not be required to suspend work during regular schedule hours to prevent overtime accumulation.
- e. Call Back: An employee called back to work, not as an extension of the regular shift, shall be credited with a minimum of four (4) hours as straight time, or time and one-half for actual hours worked, whichever is greater. Call back does not include scheduled work such as court and meetings that the employee has advanced notice of, and occurs one hour or less either before or after the regular shift. Employees required to return to work within one-half (1/2) hour of the end of their shift to complete work that should have been done prior to leaving work will be compensated as an extension of the regular shift; employees required to return to work within one (1) hour of the end of their shift to complete work that should have been done prior to leaving work will be credited with a minimum of two (2) hours as straight time. Employees called to report to work early, within one hour of the beginning of their regular shift, will be compensated as an extension of the regular shift.
- f. No overtime shall be paid for travel time to and from the job.
- g. An employee required to attend local training and meetings, not as an extension of the regular shift, shall be credited with a minimum of four (4) hours as straight time or time and one-half, whichever is greater.
- h. Request for Law Enforcement Services at Events. The Great Falls Police Department Request for Law Enforcement Services Form will be adhered to and Officers will be paid at a rate of time and one-half (1½) or four (4) hours, whichever is greater, for all Security Type Extra Duty Requests.

8.2 STANDBY

Employer and the Association agree that the use of standby time shall be minimized consistent with sound law enforcement practices, and the maintenance of public safety. Standby assignments shall be for a fixed predetermined period of time not to exceed eight

(8) hours. Employees formally placed on standby status shall be compensated on the basis of four (4) hours straight time pay for eight (8) hours of standby or fraction thereof. If the employee is actually called back to work, normal overtime rules shall apply in addition to the standby premium.

8.3 COURT APPEARANCE

In the event that any court appearance before any judicial or administrative body is required, excluding those occurring during regularly scheduled hours or days, (except as provided in 8.1(e) above) the employee shall be paid for a minimum of four (4) hours at the straight time rate. If such court appearance is on a scheduled day off, the four (4) hour minimum will be paid at the time and one-half rate.

Officers required to participate in juvenile detention hearings will be compensated according to the following schedule:

- Officers waiting to testify on a detention hearing while not physically at the court will be paid straight time; or
- Officers who have to testify via telephonic means will be paid court appearance rates as noted above in the first paragraph;
- Officers will be compensated for either straight time while waiting to testify or court appearance rates for testimony provided over the phone, but not for both.

8.4 PAYMENT FOR OVERTIME

Except as provided in this paragraph, employees may accumulate overtime hours worked without restriction. Each employee shall have the right, at his sole discretion, to elect to receive payment for his overtime work on a cash or compensatory time basis; provided, however, that the maximum amount of compensatory time that can be accumulated shall be one hundred sixty (160) hours. Any hours in excess thereof shall be paid in cash to any such employee. No more than forty (40) hours overtime pay may be requested at one time by any employee.

- a. The dates when employee's accumulated compensatory time shall be granted shall be determined by the Chief of Police or his duly authorized officer.
 1. Abide by current standards as set forth in the Fair Labor Standards Act (FLSA);
 2. If manning is limited and it is necessary to post an overtime spot for a compensatory day request, two (2) weeks' notice must be given. If the overtime slot is unfilled one (1) week in advance of the requested day off, it will be denied unless agreed upon by both parties.
 3. Granting a compensatory time request when it conflicts with a pre-approved vacation will be at the discretion of the Shift Supervisor.

8.5 COMPENSATION FOR TRAINING

- a. Employer agrees to compensate each employee as provided in Article 8.1(a) for all

overtime earned as a result of attendance at local in-service training schools and seminars. Compensation shall be by cash payment or compensatory time as provided in Article 8.4 above.

- b. For attendance at in-service training schools, seminars or other meetings authorized by Employer outside the City of Great Falls, Montana, each employee shall be entitled to the per diem allowances provided in Mont. Code Ann. §2-18-501(1)(b), (4), (5) and (8). In addition, each employee who is required to use personal transportation for travel in the performance of assigned duties shall be reimbursed at the rate established by Montana law (Mont. Code Ann. §2-18-503).

8.6 COMPENSATION FOR ASSIGNMENT TO HIGHER RANK

If any employee is assigned a position normally reserved for an employee of a rank higher than Master Police Officer for a period of four (4) hours or more, that employee assuming that position shall be paid as if he actually held the assumed rank.

8.7 PYRAMIDING

There shall be no pyramiding of overtime pay except as expressly permitted by this Agreement.

ARTICLE 9

COMPENSATION

9.1 SALARIES

The base monthly salary, from first date of employment, for each class of employee covered by this Agreement shall be as follows: The City proposes to change the pay period from semi-monthly to bi-weekly, if every other unit agrees to the change.

BASE SALARY

RANK	<u>July 1, 2017</u> (3.0% COLA; 2% Market Adjustment)	<u>July 1, 2018</u> (3.0 % COLA; 2.5% Market Adjustment)
Probationary Police Officer	\$4217.85	\$4449.83
Police Officer (Confirmed)	\$4376.40	\$4617.10

9.2 LONGEVITY PAY

Longevity shall be paid from the first date of employment as a sworn officer of Employer. Compensation therefore shall be at the rate of sixteen dollars and fifty cents (\$16.50) per month. Longevity pay increases shall become effective upon each employee's anniversary date of employment.

When an Officer of the Great Falls Police Department attains his 17th year anniversary with this Department, his accumulated longevity will be placed on his base salary. This longevity will be at the rates negotiated in this contract, and shall not exceed \$16.50/month/year of service, not to exceed an accumulated total of \$330.00. When calculating raises, longevity is added to the base pay after the raise is factored in and not beforehand. This practice is the same as the formula listed below.

The formula for computing each employee's rate of pay shall be as follows:

Police Officer	= base plus longevity
Senior Police Officer	= base X's %, plus longevity
*Senior Police Officer II	= base X/s %, plus longevity
Master Police Officer	= base X's %, plus longevity
*Master Police Officer II	= base X's %, plus longevity
Sergeant	= base X's %, plus longevity
*Sergeant II	= base X's %, plus longevity
X% = Senior Police Officer	15%
*Senior Police Officer II	17%
(after 3 years as a Senior Police Officer)	
Master Police Officer	25%
*Master Police Officer II	27%
(after 5 years as a Master Police Officer)	
Sergeant	38%
*Sergeant II	40%
(after 7 years as a Sergeant)	

**Denotes length of time in position and is not a new or senior position/rank.*

At the sole discretion of the employer, an employee with prior service with another agency may be compensated for the prior service by a starting wage up to, but not exceeding, the level of Senior Police Officer.

9.3 SHIFT PREMIUM

An employee who shall be employed for what is commonly referred to as the "afternoon shift" shall receive an additional 35¢/hr. in addition to other salary payments, and any employee who shall be employed for what is commonly known as "night shift" shall

receive an additional 50¢/hr. in addition to other salary payments. In each case such additional compensation shall apply only to the hours during which the employee, in a given pay period, is actually serving on the "afternoon shift" or the "night shift" as the case may be.

9.4 PROMOTIONS AND ROTATIONS

Eligibility for placement as a probationary police officer and advancement to the rank of Senior Police Officer or promotion to Master Police Officer or Sergeant will be set in Department Policy. Master Police Officer and Sergeant will be identified as a promotion for purposes of seniority. Rotations will also be in accordance with Department Policy. Any change to this policy shall include or involve the Labor-Management Committee.

9.5 RATE OF COMPENSATION--LENGTH OF SERVICE

Upon satisfactory completion of one (1) year of service on the Department as a Probationary Police Officer, an employee shall be paid at a minimum rate of a Police Officer. Upon satisfactory completion of one (1) year of service on the Department as Police Officer, an employee shall be paid at a minimum rate of a Senior Police Officer. After three (3) years as a Senior Police Officer, an employee shall be paid at the Senior Police Officer II rate of pay. After five (5) years as a Master Police Officer, an employee shall be paid at the Master Police Officer II rate of pay. After seven (7) years as a Sergeant, an employee will be paid at the Sergeant II rate of pay.

9.6 INVESTIGATIVE PAY

Employees assigned to the Investigative Services Bureau for a period longer than six (6) months will receive an additional \$25.00/month. Detectives are assigned to a rotational on-call schedule for each weekend. Detectives will be compensated eight (8) hours for the time they are on-call. If the on-call weekend includes a holiday, they will be compensated an additional four (4) hours for each holiday consecutive with the weekend. If called in to work while on-call, the detective will be compensated for their on-call time as well as one and one-half (1½) times their hourly rate for hours called out. The weekend/holiday on-call time begins at 1700 hours on the day before the weekend (typically Friday) to 0800 hours on the day returning to their regularly scheduled shift (typically Monday). Detectives are on-call to serve the needs of the organization, if necessary, and are not specific to any bureau.

9.7 HIGH RISK UNIT PAY

Employees assigned to the High Risk Unit for a period longer than six (6) months will receive an additional \$30/month.

9.8 FIELD TRAINING OFFICER PAY

Employees assigned to perform the function of Field Training Officer (FTO) will receive

\$100.00 for the 1st Phase, \$75.00 for the 2nd Phase, \$75.00 for the 3rd Phase, and \$50.00 for the 4th Phase of the Probationary Officer's training. If an extension of the training is necessary, the officer assigned as the FTO will receive \$40.00.

9.9 DEATH OF EMPLOYEE

In the event of death of an employee, all sums payable under the terms of this Agreement to the employee, had he survived, including unused sick leave as provided by state law, final pay, vacation and compensatory time shall be paid to the employee's beneficiary designated on a form provided by Employer, or to his estate in the absence of any such designation by employee. The designation of a beneficiary by an employee shall have the same force and effect as if the same disposition had been made by Will by the employee.

The employee, his estate, his designated beneficiary, and any successors and assigns shall indemnify and hold the Employer harmless from any and all claims, demands, or liability arising out of the disbursement of such sums to the designated beneficiary, or in lieu thereof, employee's estate.

ARTICLE 10

HOLIDAYS

10.1 SCHEDULED HOLIDAYS

Employees shall be granted the following holidays:

- a. New Year's Day, January 1;
- b. Martin Luther King Day, 3rd Monday in January;
- c. Lincoln's and Washington's Birthday, 3rd Monday in February;
- d. Memorial Day, last Monday in May;
- e. Independence Day, July 4;
- f. Labor Day, first Monday in September;
- g. Veterans' Day, November 11;
- h. Thanksgiving, fourth Thursday and Friday in November;
- i. Christmas, December 25;
- j. Every day declared a legal holiday by the City Commission;
- k. Every day in which a general election is held throughout the State of Montana;
- l. A personal holiday to be taken within the calendar year earned and requires prior approval of supervisor. If request is denied, the employee will be paid at the time and one-half rate.

10.2 COMPENSATION FOR WORKING HOLIDAYS

Employees required to work on a holiday will be paid at one and one-half (1½) times their regular rate of pay in addition to their regular rate of pay for actual hours worked.

When an employee is required to work on a holiday, he/she will earn compensatory time at the rate of twelve (12) hours for an eight (8) hour shift, thirteen and one-half (13½) hours for a nine (9) hour shift, and fifteen (15) hours for a ten (10) hour shift. The employee shall submit a written request to his/her immediate supervisor for one of the following:

- a. Pay at the negotiated rate of pay.
- b. Compensatory time to be taken at a time mutually agreed upon by the employee and supervisor.
- c. Employees required to work on a holiday who do not work the entire shift will be compensated for the holiday at their regular rate of pay and will receive time and one-half (1 ½) for actual hours worked on the holiday. The employee will not be charged sick, vacation or comp. time for the hours not worked.

10.3 COMPENSATION FOR HOLIDAYS FALLING ON DAYS OFF

Observed holidays which fall on the employee's regularly scheduled day off shall be compensated for on a straight time basis, either by accumulation of compensatory time or by receiving a regular day's pay, at the discretion of the employee, as defined and limited in Article 8.4. Employees working a set day shift schedule of Monday - Friday with weekends off (example Detectives/Support Services) will be required to take the observed holiday off in keeping with the Administrators scheduled time off. Exceptions to this will be granted by a supervisor on a case by case basis.

10.4 COMPENSATION FOR HOLIDAYS FALLING ON VACATIONS AND SICK LEAVE

Holidays, including those allowed in lieu of the actual holiday, occurring while an employee is on a paid sick leave or a paid vacation shall be earned by the employee and not charged as sick leave or vacation.

ARTICLE 11

VACATIONS

11.1 VACATION CREDIT

Each employee is entitled to and shall earn annual vacation leave credits from the first date of employment. For calculating vacation leave credits, two thousand eighty (2080) hours (52 weeks times 40 hours) shall equal one (1) year. Proportionate vacation leave credits shall be earned and credited at the end of each pay period; provided, however, employees shall not be entitled to any vacation leave with pay until they have been continuously employed for a period of six (6) calendar months. See Montana Code

Annotated 2-19-611.

Vacation leave credit shall be earned in accordance with the following schedule:

- a. From first date of employment through ten (10) years of employment at the rate of one hundred twenty (120) hours (the equivalent of fifteen (15) eight (8) hour working days) for each year of service;
- b. After ten (10) years through fifteen (15) years of employment at the rate of one hundred forty-four (144) hours (the equivalent of eighteen (18) eight (8) hour working days) for each year of service;
- c. After fifteen (15) years through twenty (20) years of employment at the rate of one hundred sixty-eight (168) hours (the equivalent of twenty-one (21) eight (8) hour working days) for each year of service;
- d. After twenty (20) years of employment at the rate of one hundred ninety-two (192) hours (the equivalent of twenty-four (24) eight (8) hour working days) for each year of service.

11.2 SEPARATION FROM SERVICE OR TRANSFER TO OTHER DEPARTMENT-CASH FOR UNUSED VACATION LEAVE

An employee whose employment with Employer is terminated shall be entitled upon the date of such termination to cash compensation at his then effective rate of pay then in effect for unused accumulated vacation leave; provided, however, if an employee transfers between agencies of the Employer, there shall be no cash compensation paid. In the event of such a transfer the receiving agency shall assume the liability for accrued vacation credits of the employee.

11.3 ACCUMULATION OF LEAVE

Vacation leave credits may be accumulated to a total number of days not to exceed two (2) times the maximum number of days earned annually as of the last day of any calendar year. Excess vacation leave credits shall not be forfeited if taken within ninety (90) calendar days from the last day of the calendar year in which the excess was accrued.

11.4 LEAVE OF ABSENCE WITHOUT PAY

An employee may not accrue annual leave credits while in a leave without pay status.

11.5 CHARGES AND CREDITS

Vacation charges and credits shall be charged to the time actually used.

11.6 LEAVES OF ABSENCE

Leave of absence without pay may be used to extend regular vacation, with the prior

approval of Employer or its designated representative.

11.7 VACATION DETERMINATION

Vacation shall be determined on the basis of seniority preferences by division and rank.

ARTICLE 12

SICK LEAVE

12.1 SICK LEAVE CREDITS EARNED

Each employee is entitled to and shall earn sick leave credits from the first date of employment. For calculating sick leave credits 2080 hours (52 weeks x 40 hours) shall equal one (1) year. Proportionate sick leave credits shall be earned and credited at the end of each pay period. Sick leave credits shall be earned at the rate of twelve (12) working days for each year of service without restriction as to the number of days which may be accumulated. See Montana Code Annotated 2-18-618.

12.2 QUALIFICATION

An employee may not accrue sick leave credits while in a leave without pay status. Employees are not entitled to be paid sick leave under the provisions of this Agreement until they have been continuously employed for ninety (90) days. Upon completion of the qualifying period, the employee is entitled to the sick leave credits the employee has earned.

12.3 USE

Employee shall be allowed to use earned and accumulated sick leave credits for absences from duty without loss of pay due to any one or more of the following:

- 1) Illness;
- 2) Injury;
- 3) Medical disability;
- 4) Maternity-related disability, including prenatal care, birth, miscarriage, abortion and/or other medical care for either employee or child;
- 5) Quarantine resulting from exposure to contagious disease;
- 6) Medical, dental or eye examination or treatment;
- 7) Care of or attendance to immediate family member for any of the above;
- 8) Care of or attendance to other relative for any of the above at the discretion of the Chief of Police or his designee;
- 9) When there is a death in the immediate family, employee may use up to ten (10) days of accumulated sick leave for bereavement leave, unless the leave qualifies under the Family Medical Leave Act (FMLA).
 - a. Immediate family is defined as employee's spouse and any member of employee's household, or any parent, child, sister, brother, grandparent, grandchild, or corresponding in-law.

12.4 ELIGIBILITY

Employees are required to follow the following three steps in order to be eligible for use of sick leave:

- a. Report one (1) hour prior to the beginning of the shift to the shift commander on duty or immediate supervisor the reason for absence.
- b. If the absence is for more than one (1) day in length, the employee must keep the shift commander on duty or immediate supervisor informed of the status of the condition.
- c. Employees who claim sick leave when physically and mentally fit unless under specific provision of this Agreement shall be subject to disciplinary action.
- d. If required by Police Chief, employees must submit a proper medical certificate for any absence charged to sick leave.

12.5 TERMINATION OF EMPLOYMENT

An employee whose employment is terminated is entitled to a lump-sum payment equal to one-fourth (1/4) of the pay attributed to the accumulated sick leave. The pay attributed to the accumulated sick leave shall be computed on the basis of the employee's salary or wage at the time his employment is terminated. Accrual of sick leave credits for calculating the lump-sum payment provided for in this subsection begins July 1, 1971, and the payment therefore shall be the responsibility of Employer; provided, no employee forfeits any sick leave rights or benefits he had accrued prior to July 1, 1971. However, where an employee transfers between agencies within Employer's jurisdiction, he shall not be entitled to a lump-sum payment. In such a transfer the receiving agency shall assume the liability for the accrued sick leave credits earned after July 1, 1971, and transferred with the employee.

12.6 RE-EMPLOYMENT

An employee who receives a lump-sum payment pursuant to this Agreement and who is again employed by Employer thereof shall not be credited with any sick leave for which he has previously been compensated.

12.7 MISCELLANEOUS SICK LEAVE PROVISIONS

- a. Sick leave charges in excess of earned sick leave credits may be charged to earned and available annual leave or leave without pay at the employee's option.
- b. Sick leave charges and credits shall be charged to the actual time used.
- c. Medical appointments may be charged to sick leave provided the minimum time charged is not less than one-quarter (1/4) hour. Each absence shall be reported separately and authorized in advance by the employee's supervising officer.

- d. Maternity leave may be charged against sick leave credits up to six (6) weeks, not to exceed 240 hours, without medical documentation, unless the leave qualifies under the FMLA.
- e. Parental leave for birth fathers and adoptive parents may be charged against sick leave credits up to one hundred and twenty (120) hours regardless of the shift, unless the leave qualifies under the FMLA.
- f. Illness that occurs during an employee's vacation shall be charged to sick leave. Any holidays that fall during a period that an employee is on sick leave will be charged as a holiday and shall not be charged to sick leave.
- g. Sick leave credits will be used on a first earned, first charged basis.
- h. In the event an employee becomes incapable of performing the duties of his regular classification through illness or injury, Employer may transfer the employee, with the employee's consent, without loss of pay to a position for which he is qualified provided the change can be accomplished without displacing another employee.

12.8 SICK LEAVE DONATIONS

Sick leave utilized must not exceed the amount accrued by the employee. If an employee is ill and has exhausted his/her sick leave credits and vacation leave credits, and needs more time away from work, members of the Association may donate eight (8) hours of sick leave to any City employee on an individual basis. Requests for donations must be approved by management. Maximum employee can receive or donate is one hundred-twenty (120) hours in a calendar year.

12.9 LIGHT DUTY

The department will endeavor to modify duty assignments consistent with documented medical restrictions for employees who have experienced work-related injuries. Ordinarily light duty for a work-related injury will be granted for a one year period from the first day of light duty per injury; however, it generally will not be approved beyond the one year limitation.

The department will also attempt to provide light duty to employees injured off duty; however, personnel with duty related injuries take precedence. The Chief of Police may grant ninety (90) days of light duty in a non-duty related injury or illness. Any extension must be placed in writing, recommended by a supervisor and approved by Human Resources. If the request is not approved, the officer may appeal the decision to the City Manager. These decisions will be based upon the circumstances involved, available positions, and alternative resources available to the employee.

This section shall not be construed as a guarantee of a specific form of accommodation nor shall accommodation in one case establish a precedent for similar or dissimilar circumstances.

ARTICLE 13

FAMILY AND MEDICAL LEAVE (FMLA)

The agreed upon policy for Family and Medical Leave (FMLA) is set forth in the City Employee Personnel Policy Manual, and is incorporated herein by this reference.

ARTICLE 14

MATERNITY AND PATERNITY LEAVE

The agreed upon policy for Maternity and Paternity Leave is set forth in the City Employee Personnel Policy Manual, and is incorporated herein by this reference.

ARTICLE 15

OTHER LEAVES WITH PAY

15.1 **MILITARY LEAVE**

Any employee who is a member of the organized National Guard of the State of Montana or who is a member of the organized or unorganized reserve corps or forces of the United States Army, Navy, Marine Corps, Air Force, or Coast Guard, shall be given leave of absence with pay, after six (6) months of employment, the minimum number of days required to fulfill his 15 day/120 hour military service obligation. Such absence shall not be charged against vacation leave credits earned by the employee. Under the terms of this contract refer to State Law, currently Mont. Code Ann. §10-1-1009 and the Employee Personnel Policy Manual.

15.2 **JURY SERVICE AND SUBPOENA**

Each employee who is under proper summons as a juror or witness shall collect all fees and allowances payable as a result of the service and forward the fees to the appropriate accounting office. Such fees shall be applied against the amount due the employee from Employer. However, if an employee elects to charge the time against annual leave, he shall not be required to remit the fees to Employer. In no instance is an employee required to remit to Employer any expense or mileage allowance paid by the court. Employees shall not lose cumulative benefits because of such service.

15.3 **BEREAVEMENT LEAVE**

With the approval of the Chief of Police or a duly authorized officer, employees may be granted leave, not to exceed four (4) hours to attend the funeral of a member of the Department.

ARTICLE 16

LEAVES WITHOUT PAY

16.1 **ELIGIBILITY**

All employees are entitled to take a leave of absence without pay for good and sufficient reasons with prior approval of the Chief of Police and the City Manager.

16.2 **REQUESTS**

Requests for leave of absence without pay shall be submitted in writing by the employee to the supervising officer.

16.3 **DURATION**

The length of leave without pay will be determined on an individual basis and based on the circumstances involved.

ARTICLE 17

HEALTH, SAFETY, WELFARE AND OTHER COVERAGE

17.1 **INDUSTRIAL ACCIDENT INSURANCE OR INDEMNITY COVERAGE**

Employer shall carry industrial accident insurance or risk pooled indemnity coverage on all employees. Each employee must within sixty (60) days, report in writing to Employer any injury in the course of employment. Failure to do so may result in the loss of benefits.

17.2 **HEALTH AND ACCIDENT INSURANCE OR INDEMNITY COVERAGE**

The Employer agrees to provide non-occupational health and accident insurance or risk pooled indemnity coverage for each insurable regular employee and insurable dependents thereof immediately following the period of exclusion provided by the terms of the master policy.

A City health insurance or indemnity contribution in the amount listed below will be added to the employee's gross pay. This portion of the employee's gross pay is hereinafter referred to as the "Contribution." As part of this collective bargaining agreement, employees are required to participate in the city's health insurance or indemnity plan on either a pre-tax or post-tax basis. If an employee elects to participate on a pre-tax basis, the employee shall authorize a payroll deduction from the employee's gross pay equal to the City's contribution. This deduction from the employee's gross pay will be paid into a fund maintained to provide health benefits for eligible employees.

If an employee elects to participate on a post-tax basis, the Contribution shall be taxable income to the employee and the employee shall authorize the payment of the Contribution value, after its deemed receipt, toward the employee's health insurance or indemnity coverage.

It is hereby acknowledged that both employee and employer retirement contributions will be required on this additional gross income, causing a decrease to the net income of the employee. It is also the intent of the employees and the City that the Contribution be excluded from the determination of the employee's "regular rate" of compensation as that phrase is defined under 29 U.S.C. § 207(e)(4). In the event that any subsequent law, court, arbitrator, or other lawful authority determines that the inclusion of the City's health insurance or indemnity contribution in the employee's gross pay should be included in overtime compensation calculations, then the parties agree that there will be a corresponding adjustment to the affected hourly rate, pay or benefit to carry out the intent of this provision. The intent of such adjustment will be to result in the least net financial effect on both the employee and the employer.

City contribution amount included in base wages for retirement enhancement purposes shall be capped at the contribution rate of \$783/month (Column A below).

Any additional premium charges after 7/1/17 through July 1, 2018 will be shared with the City paying 90% (ninety percent) of the increase (Column B below) and the employee paying 10% (ten percent) of the increase.

Any premium change after July 1, 2018 will be paid at a provider standard rate with the employee paying 10% (ten percent) of the premium and the City paying 90% (ninety percent) of the premium.

Coverage	7/1/17		
	A	B	C
	City Contribution added to base	Additional City Contribution not in base	Employee Contribution
Employee	\$783		\$49.64
Ee & Child(ren)	\$783	\$312.53	\$118.82
Ee & Spouse	\$783	\$366.10	\$125.14
Family	\$783	\$734.15	\$164.18

Coverage	7/1/18 (Projection Below)		
	A	B	C
	City Contribution added to base	Additional City Contribution not in base	Employee Contribution
Employee	\$783	Standard Rate Premium City 90% Employee 10%	
Ee & Child(ren)	\$783		
Ee & Spouse	\$783		
Family	\$783		

- a. The City reserves the right to add to the benefit plan in effect prior to August 1, 1988, with no obligation to negotiate, and retains the right to delete or modify any or all the added benefits with no obligation to negotiate.

- b. The City shall be at liberty to make an independent selection of the insurance or indemnity carrier, including the option of partially or fully self-funding with no obligation to negotiate.
- c. A member or appointed representative of the Great Falls Police Protective Association will be invited to attend quarterly information meetings with the insurance or indemnity carrier's representatives.

17.3 DEATH BENEFIT

- a. If an employee dies while performing their duties within the scope of their employment, the City agrees to pay the health insurance premium for the dependents who are on the plan at the time of his/her death for twenty-four (24) months.
- b. If an employee dies while performing their duties within the scope of their employment, all funeral-related costs will be covered by the City, up to \$15,000.

The determination as to whether or not an employee died while performing their duties within the scope of their employment will be made by the City's workers compensation carrier.

17.4 UNEMPLOYMENT INSURANCE

Employer shall carry unemployment insurance on all employees as required by law.

17.5 INSURANCE OR INDEMNITY CONTRACTS

All requirements and insurance or indemnity benefits shall be subject to the provisions of the policy issued by the carrier. Written benefit provisions shall be provided to each employee. Benefits shall continue until the last day of the final month of employment.

- 17.6 The City shall continue to provide safe working conditions and equipment. Safety concerns should be handled at the lowest supervisory level possible. All safety concerns will be brought to the attention of the Bureau Captain. If no solution can be found, then the concern should be addressed through the Chain of Command. If the issue is still not resolved, then the issue will be brought to the Labor Management Committee.

ARTICLE 18

ALLOWANCES

18.1 UNIFORMS AND EQUIPMENT

- a. The Employer agrees to budget annually a minimum of \$5,000 for the full cost of replacement of personal body armor, to be purchased by Employer.

- b. New employees will be provided new shirts and pants. Other uniform items and equipment will be re-issued in accordance with the list approved by the Chief of Police. These items will be in well maintained condition. If there are no uniform items and equipment that fit properly new items will be issued.

18.2 LOST OR STOLEN PERSONAL PROPERTY

Employer will repair or reimburse employees at market value for any items either issued by the department or that the employee has received uniform allowance for that is damaged, destroyed, lost or stolen while in the course and scope of employment during assigned duty hours. This does not include repair or reimbursement due to normal wear and tear of clothing, equipment or personal property. Personal property that is damaged, destroyed, lost, or stolen while in the course and scope of employment during assigned duty hours will be replaced up to a maximum value of Three Hundred Dollars (\$300.00) provided there was no negligence on the part of the officer. Reimbursement for eyeglasses or contact lenses will be replaced under this contract only to the extent that they are not covered by the existing vision coverage of the employee health benefit plan. A written notice of the loss or damage must be filed by the employee with his immediate supervisor immediately within the work shift, but no more than five (5) days after the occurrence of the damage or loss or the claim will be forever waived. Receipts for repair or the appraisal of value shall be submitted when reimbursement is requested. There shall be no reimbursement for loss or theft of cash.

ARTICLE 19

SHIFT TRADING

19.1 POLICY

Consistent with the reasonable operational requirements of the police service to maintain public health and safety, it shall be the policy of the department to permit employees to trade shifts, or a portion thereof, providing no overtime compensation will be paid by Employer and that persons exchanging will be of the same ability or be fully qualified to perform the duties of the rank involved in the trade.

19.2 REQUESTS

When requested in advance, shift trading of one (1) shift or less may be approved by the Shift Commander. Shift trading in excess of one (1) shift shall require the prior approval of the Chief of Police.

19.3 OTHER EMPLOYMENT

No days exchanged shall be for the purpose of other employment.

ARTICLE 20

MANAGEMENT RIGHTS

In addition to State law, Employer retains the full and unrestricted right to operate and manage all manpower, facilities, methods and equipment, to establish functions and programs, make and enforce all rules and regulations; to plan and set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structures; to select, direct, assign, control and determine methods, means, organization and number of personnel; to establish work schedules, assign overtime, and to perform any inherent managerial functions not specifically limited by this Agreement. Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of Employer to modify, establish, or eliminate.

ARTICLE 21

GRIEVANCE PROCEDURE

21.1 DEFINITIONS

- a. Grievance - any dispute which may arise over the application, meaning, or interpretation of this Agreement. An alleged grievance shall be evidenced by a signed, written complaint stating in general terms the nature of the grievance, the facts on which it is based, and the remedy requested.
- b. Aggrieved party - the employee or employees or the Association asserting the grievance.
- c. Parties of interest - the employee or employees or Association asserting the grievance, any person or persons assisting in processing the grievance, any person or persons who might be required to take action or against whom action might be taken in order to resolve the grievance.

21.2 PURPOSE

- a. The purpose of this procedure is to secure, at the lowest possible level, and in an atmosphere of courtesy and cooperation, equitable solutions of grievances which may arise.
- b. Nothing contained in this Article of this Agreement shall be construed to prevent any employee from discussing a problem with Employer and having it adjusted, provided that any resolution of the problem shall be consistent with terms of this Agreement.

21.3 RIGHTS TO REPRESENTATION

The aggrieved party may, at his option, be present at all meetings and hearings and may be represented at all meetings and hearings at all levels and stages of the grievance procedure by an Association representative.

21.4 TIME LIMITS

All time limits shall consist of working days, consisting of Monday-Friday, except City

holidays. The time limit specified may be extended by written, mutual consent.

21.5 PROCEDURE

- a. STEP I - Within ten (10) days of the occurrence of the grievance, or within the (10) days of the time that the aggrieved party becomes aware of the occurrence of the grievance, or with reasonable diligence should have become aware of the occurrence of the grievance, the aggrieved party shall present his immediate supervisor with the signed, written complaint and shall attempt to resolve the grievance through informal discussion.
- b. STEP II - If the grievance is not resolved at Step I, the decision may be appealed to the Chief of Police within ten (10) days of the decision at Step I or within then (10) days of the date of the meeting at Step I in the event no decision has been rendered. The Chief of Police or his designee shall meet with the aggrieved party, Association representatives, and other parties of interest within the (10) days to discuss and attempt to resolve the grievance. The decision of the Chief of Police shall be issued in writing to the aggrieved party and to the Association no later than ten (10) days following said meeting.
- c. STEP III - If the grievance has not been resolved at Step II, the decision may be appealed to the City Manager for consideration within ten (10) days of the decision at Step II or within ten (10) days of the date of the meeting at Step II in the event no decision has been rendered. Said appeal may be taken by filing a written request therefore with the City Manager. The City Manager shall notify the aggrieved party and the Association if he deems it necessary to meet with them. If a meeting is not held, the City Manager shall render a decision in writing within 15 days. If a meeting is held, the City Manager shall render a decision in writing with 10 days.
- d. STEP IV
 - 1) If the grievance remains unresolved at the conclusion of Step III, the grievance may be submitted by the aggrieved party, the Association or Employer for binding arbitration, provided that written notice of the request for submission is delivered to the opposing party within twenty (20) days of the receipt of the decision at Step III or within thirty (30) days of the date of the Step III meeting in the event no decision has been rendered.
 - 2) If the parties cannot agree as to an arbitrator within seven (7) days from the date of notification that arbitration will be pursued, the Board of Personnel Appeals shall be called upon to submit a list of five (5) names of arbitrators. Within seven (7) days of the receipt of the list, the parties shall select an arbitrator by striking two names from the list in alternate order, and the name thus remaining shall be forwarded to the board of Personnel Appeals. The Board of Personnel Appeals shall notify the arbitrator of his selection. The date of the arbitration hearing shall be arranged by the arbitrator in consultation with the Employer and the Association. Within thirty (30) days of the date the hearing is closed, the arbitrator shall make

an award unless other time limits are required of the arbitrator.

- 3) Rules of procedure to govern the hearing shall be fixed by the arbitrator, and the award, when signed by the arbitrator and submitted to the Association and to the Employer within the prescribed time limits, shall be final and binding and shall be subject to rulings in a court of competent jurisdiction.
- 4) The arbitrator shall have no power to add to, subtract from, or alter or vary in any manner the express terms of this Agreement, nor imply any restriction or burden against either party that has not been assumed in this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted by the parties and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall be without power to render any decision which is contrary to or inconsistent with or which modifies or varies in any way applicable rules, laws or regulations, except to the extent that this Agreement supersedes any such rule, law or regulation. No single monetary award by the arbitrator shall exceed the sum of \$400.00 and no collective monetary award by the arbitrator shall exceed the sum of \$1,000.00, except any such award related to required, essential uniform items damaged or destroyed in the performance of necessary services while on duty. The arbitrator shall in no way comment on the amount of award except to specify the amount.
- 5) The fees and expenses of the arbitrator shall be shared jointly and equally by the Association and Employer. Neither party shall be required to pay any part of the cost of a stenographic record without its consent.

21.6 MISCELLANEOUS

- a. The aggrieved party and his immediate supervisor may agree in writing that Step I of the procedure may be bypassed and the grievance processed at Step II.
- b. Grievance meetings and hearings shall be conducted at a time that will provide an opportunity for the aggrieved party and all parties of interest to be present. When scheduled meetings or hearings are held during regularly scheduled duty hours, persons required to participate in the meeting or hearing shall be excused without loss of pay or other benefits.
- c. Reprisals shall not be taken against any person by reason of participation in the grievance process.
- d. Except such matters as would otherwise constitute apart thereof, all documents, communications, and records dealing with the processing of a grievance will be filed separately from the official personnel files of the participants and shall be treated as confidential material. These materials shall not be reviewed for decisions regarding reemployment, promotion, assignment or transfer.
- e. The established grievance procedure shall be utilized to resolve grievances.

- f. Any claim or grievance filed prior to the expiration of this agreement shall be processed through the grievance procedure until resolution.

ARTICLE 22

PHYSICAL EXAMINATIONS

22.1 REQUESTS BY EMPLOYER

If Employer requests a mental or physical examination to determine job fitness, the employee will be provided a physical by a physician at no cost to the employee.

ARTICLE 23

WELLNESS PROGRAM

- 23.1 The Employer and the Association recognize the importance of maintaining health in three areas: Physical Fitness, Physical Health and Mental Health. The Employer and Association have developed a Wellness Program in order to promote and recognize an employee's healthy lifestyle and encourage all of their members to participate in this voluntary program.

Participating employees will receive paid time off for successful completion of the outlined areas. The incentives for the program are: one (1) completed section results in one-half (½) day paid leave, two (2) completed sections results in an additional one-half (½) day paid leave, and if all three (3) sections are successfully completed an additional one (1) day leave will be awarded, not to exceed twenty (20) hours when all three are completed. The hours accrued cannot be exchanged in lieu of money and cannot be carried over to the next fiscal year. Accruals will be based on a fiscal year. Accrued time must be taken in either one-half (½) or full-day increments.

ARTICLE 24

DRUG AND ALCOHOL TESTING

- 24.1 The Employer and the Association recognize illegal drug usage, misuse of legally prescribed prescription drugs, and misuse of alcohol are threats to the public safety and welfare and to the employees of the Great Falls Police Department. The Employer and the Association agree to promote the health, safety, and welfare of its employees and the community by maintaining an alcohol and drug-free workplace.
- 24.2 The Employer and the Association developed and implemented a Drug and Alcohol Testing Program through the Great Falls Police Department Labor-Management Committee, the terms of which are incorporated in this Agreement as is fully set forth herein.

ARTICLE 25

SAVINGS CLAUSE

Should any Article, section, or portion thereof of this Agreement be held unlawful or invalid by any court or board of competent jurisdiction, such decision shall apply only to the specific Article, section, or portion thereof directly specified in the decision. Upon issuance of such a decision, the parties agree to negotiate immediately a substitute for the invalidated Article, section or portion thereof.

ARTICLE 26

MISCELLANEOUS

26.1 AGREEMENT AND STANDARDS

- a. This Agreement constitutes the full and complete agreement between the parties.
- b. Mutually recognized benefits now received by employees not covered by the terms of this Agreement or in excess of the minimums set forth herein shall remain in full force and effect, except in the event that the continuation is beyond the power and authority of Employer.
- c. No employee shall be bound by any provision, rule, regulation, express or implied, except as written in this Agreement or other written policy of Employer, or by action of the Legislature of the State of Montana.

26.2 MONTANA STATE LAW

The parties hereto recognize that the Police Department of the City of Great Falls is subject to the laws of the State of Montana that pertain to police departments in cities of the first and second class. In the event that this Agreement conflicts with the laws of the State of Montana, that portion of the agreement shall be null and void and without effect.

26.3 LABOR-MANAGEMENT COMMITTEE

A Labor-Management Committee shall be formed and consist of four (4) members from the Association and four (4) from the GFPD Administration. The Committee will meet on a quarterly basis or more often as needed. Any subject of concern to either the Association or Employer may be presented to this Committee.

- a. The City Manager may adopt procedures as part of the Rules and Regulations of the Police Department after review and consideration by the Labor-Management Committee, except that such procedures shall be subject to the terms and conditions of this Agreement.

26.4 DISTRIBUTION

This Agreement shall be printed at the expense of Employer and six (6) copies thereof shall be delivered to the Association within thirty (30) calendar days of ratification by the parties. Furthermore, a PDF and Word format copy of the ratified Agreement shall be electronically submitted (email) to the PPA President.

ARTICLE 27

TERMS, AMENDMENTS AND MODIFICATION OF BASIC AGREEMENT

27.1 **TERM**

This Agreement shall be effective as of July 1, 2017, and shall remain in full force and effect until the 30th day of June, 2019.

27.2 **REOPENING**

This Agreement shall be automatically renewed and will continue in full force and effect for an additional period of one (1) year unless either party hereto shall notify the other in writing, no later than May 1, 2019, of its desire to amend, modify, supplement, or add to any provisions of this Agreement and to negotiate over the terms thereof. In such event bargaining shall commence no later than June 1, 2019.

IN WITNESS WHEREOF, the Association and Employer have caused this Agreement to be executed in their names by their duly authorized representatives at Great Falls, Montana, this ____ day of _____, 2017.

FOR THE CITY OF GREAT FALLS:

FOR THE GREAT FALLS PPA:

Greg Doyon, City Manager

Aaron Frick, PPA President

ATTEST:

Lisa C. Kunz, City Clerk

(SEAL OF CITY)

REVIEWED FOR LEGAL CONTENT:

Sara R. Sexe, City Attorney

Without Longevity

	Monthly w/out longevity	Number	5% increase	
			7/1/2017	Yearly increase 5%
First Year 2018				
Probationary Police Officer	\$4,017.00	6	\$4,217.85	\$14,461.20
Police Officer	\$4,168.00	6	\$4,376.40	\$15,004.80
Senior Police Officer	\$4,793.20	11	\$5,032.86	\$31,635.12
Senior Police Officer II	\$4,876.56	18	\$5,120.39	\$52,666.85
Master Police Officer	\$5,210.00	12	\$5,470.50	\$37,512.00
Master Police Officer II	\$5,293.36	14	\$5,558.03	\$44,464.22
Sergeant	\$5,751.84	8	\$6,039.43	\$27,608.83
Sergeant II	\$5,835.20	3	\$6,126.96	\$10,503.36
		78		\$233,856.38

	Monthly w/out longevity	Number	5.50% increase	
			7/1/2018	Yearly increase 5.5%
Second Year 2019				
Probationary Police Officer	\$4,217.85	6	\$4,449.83	\$16,702.69
Police Officer	\$4,376.40	6	\$4,617.10	\$17,330.54
Senior Police Officer	\$5,032.86	11	\$5,309.67	\$36,538.56
Senior Police Officer II	\$5,120.39	18	\$5,402.01	\$60,830.23
Master Police Officer	\$5,470.50	12	\$5,771.38	\$43,326.36
Master Police Officer II	\$5,558.03	14	\$5,863.72	\$51,356.20
Sergeant	\$6,039.43	8	\$6,371.60	\$31,888.19
Sergeant II	\$6,126.96	3	\$6,463.94	\$12,131.38
		78		\$270,104.16



Item: Resolution 10193, “A Resolution referring Ordinance No. 3162, an ordinance providing that the Charter of the City of Great Falls be amended to cure typographical errors and legal inconsistencies and submitting the proposed amendment to the electors of the city as provided by law to a vote of the people at an election to be held on November 7, 2017.”

From: Sara Sexe, City Attorney.

Initiated By: Sara Sexe, City Attorney.

Presented By: Sara Sexe, City Attorney.

Action Requested: Adopt Resolution 10193.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (adopt/not adopt) Resolution 10193.”

2. Mayor requests a second to the motion, Commission discussion, public comment, and calls for the vote.

Staff Recommendation:

Staff recommends that the City Commission adopt Resolution 10193.

Background:

Legal Staff has examined the Charter of the City of Great Falls and noted several types of typographical errors, internal inconsistencies, and conflicts with State law or ordinances. In response to these issues, the Commission adopted Ordinance 3162 on July 5, 2017. The amendments proposed in Ordinance 3162 would cure said errors and inconsistencies which are set forth in detail in Agenda Report associated with Ordinance 3162, Item 21 of the July 5, 2017 City Commission Agenda.

Pursuant to Mont. Code Ann. §7-3-103, proposed amendments to a local self-governing charter must be submitted to the electors of the local government for a vote. The resolution under consideration is the final mechanism for referring the amendments listed in Ordinance 3162 to the voters on the November 2017, ballot.

Fiscal Impact:

Codification of the proposed revisions by MuniCode, (the Publisher of the Official Code of the City of Great Falls) will cost approximately \$90,000. The City is already scheduled for an election in November 2017, for a Mayoral seat and two Commission seats. The total estimated cost of the election will be \$45,000. It is estimated that \$15,000 of that total cost will be attributed to the electoral vote on Ordinance 3162.

Alternatives:

The Commission could deny Resolution 10193. However, staff does not recommend this alternative.

ATTACHMENTS:

- ▣ Resolution 10193
- ▣ Ordinance 3162

RESOLUTION NO. 10193

A RESOLUTION REFERRING ORDINANCE NO. 3162, AN ORDINANCE PROVIDING THAT THE CHARTER OF THE CITY OF GREAT FALLS BE AMENDED TO CURE TYPOGRAPHICAL ERRORS AND LEGAL INCONSISTENCIES AND SUBMITTING THE PROPOSED AMENDMENT TO THE ELECTORS OF THE CITY AS PROVIDED BY LAW TO A VOTE OF THE PEOPLE AT AN ELECTION TO BE HELD ON NOVEMBER 7, 2017

WHEREAS, the City of Great Falls, Montana, established a charter form of government with self-governing powers in accordance with Article XI, Section 5, of the Constitution of Montana in 1986; and

WHEREAS, the electors of the City of Great Falls approved a charter amendment on November 7, 2000, to increase the Library mill levy limit by two mills; and

WHEREAS, the charter contains typographical errors and provisions that are inconsistent with the Montana Code Annotated (MCA) and the Official Code of the City of Great Falls (OCCGF) and the City Commission wishes to again amend the charter to cure those defects; and

WHEREAS, the charter contains limited reasons for vacancies of public office and the City Commission wishes to amend the charter to expand on the reasons for public office vacancies; and

WHEREAS, the charter vests responsibility for administrative and personnel policies with the City Commission, which is inconsistent with other provisions of the charter granting authority over personnel to the City Manager and the City Commission wishes to amend the charter accordingly; and

WHEREAS, the charter currently establishes a Great Falls City Court, which is inconsistent with the current designation and operation of the Court, which is a Municipal Court, a Court of record, requiring a licensed attorney to sit as the Judge, and the Commission wishes to cure this inconsistency; and

WHEREAS, the charter currently requires Neighborhood Councils to organize internal officer designations before newly elected members are sworn into office, and the Commission wishes to cure this impracticality; and

WHEREAS, Mont. Code Ann. § 7-3-103 requires that any amendment to the Charter of the City of Great Falls be submitted and approved by the city electors during a regular election; and

WHEREAS, if Ordinance No. 3162 is adopted by the electors of the City of Great Falls, the correct effective date of the proposed amendments will be November 7, 2017, and the Commission wishes the effective date to be correctly identified within the charter document.

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

1. REFERENCE: Ordinance No. 3162, being an Ordinance of the City Commission of the City of Great Falls providing that the Charter of the City of Great Falls be amended to cure typographical errors and legal inconsistencies and submitting the proposed amendment to the electors of the City as provided by law.

Specifically, the amendments shall provide for revisions to Article II, Sections 2 and 3; Article III, Section 3; Article IV, Section 2; Article V; Article VI, Section 4; Article VII, Sections 2 and 4; and, Article VIII, Section 2, be referred to a vote of the people at the municipal general election to be held November 7, 2017. A full copy of Ordinance 3162 is attached hereto, marked Exhibit "A," and by this reference is made a part hereof.

2. FORM OF BALLOT: The form of the ballot shall be as provided by law and similar to the following:

- A. For the purpose of curing typographical errors, removing outdated provisions, and legal inconsistencies, the Great Falls City Commission adopted Ordinance No. 3162 amending Article II, Section 3; Article III, Section 3; and, Article VII, Sections 2 and 4 of the Charter of the City of Great Falls.

[] **FOR** amending the Charter of the City of Great Falls to cure typographical errors for clarification, removing outdated provisions and legal inconsistencies, as provided for in Ordinance No. 3162.

[] **AGAINST** amending the Charter of the City of Great Falls to cure typographical errors for clarification, removing outdated provisions and legal inconsistencies, as provided for in Ordinance No. 3162.

- B. For the purpose of adding provisions pertaining to vacancy of public office to be consistent with Montana statutory provisions and the Official Code of the City of Great Falls (OCCGF), the Great Falls City Commission adopted Ordinance No. 3162 amending Article IV, Section 2, of the Charter of the City of Great Falls.

[] **FOR** amending the Charter of the City of Great Falls to add provisions for vacancy of public office to be consistent with Montana statutory provisions and the Official Code of the City of Great Falls (OCCGF), as provided for in Ordinance No. 3162.

[] **AGAINST** amending the Charter of the City of Great Falls to add provisions for vacancy of public office to be consistent with Montana statutory provisions and the Official Code of the City of Great Falls (OCCGF), as provided for in Ordinance No. 3162.

- C. For the purpose of clarifying and making provisions consistent pertaining to respective duties of the City Commission and City Manager regarding administrative and personnel code and/or policies, the Great Falls City Commission

adopted Ordinance No. 3162 amending Article II, Section 2(d), and Article VI, Section 4, of the Charter of the City of Great Falls.

[] **FOR** amending the Charter of the City of Great Falls to make consistent the respective duties and responsibilities of the City Commission and City Manager regarding adoption of administrative and personnel code and/or policies, as provided for in Ordinance No. 3162.

[] **AGAINST** amending the Charter of the City of Great Falls to make consistent the respective duties and responsibilities of the City Commission and City Manager regarding adoption of administrative and personnel code and/or policies, as provided for in Ordinance No. 3162.

D. For the purpose of correcting reference from City Court to Municipal Court, the Great Falls City Commission adopted Ordinance No. 3162 amending Article V of the Charter of the City of Great Falls.

[] **FOR** amending the Charter of the City of Great Falls to correct the reference to Municipal Court, as provided for in Ordinance No. 3162.

[] **AGAINST** amending the Charter of the City of Great Falls to correct the reference to Municipal Court, as provided for in Ordinance No. 3162.

E. For the purpose of correcting the time period for Neighborhood Council members to organize and select officer appointments after being sworn into office, add language pertaining to appointment of a replacement member on the Neighborhood Council, the Great Falls City Commission adopted Ordinance No. 3162 amending Article VII, Section 4, of the Charter of the City of Great Falls.

[] **FOR** amending the Charter of the City of Great Falls to correct the time period for Neighborhood Council members to organize and select officer appointments, adding language pertaining to appointments of replacement members, curing typographical errors and removing the Sunset Provision, as provided for in Ordinance No. 3162.

[] **AGAINST** amending the Charter of the City of Great Falls to correct the time period for Neighborhood Council members to organize and select officer appointments, adding language pertaining to appointments of replacement members, curing typographical errors and removing the Sunset Provision, as provided for in Ordinance No. 3162.

F. For the purpose of updating the effective date of the Charter amendments should they be approved by the City electors, the Great Falls City Commission adopted Ordinance No. 3162 amending Article VIII, Section 2, of the Charter of the City of Great Falls.

[] **FOR** amending the Charter of the City of Great Falls to update the effective date of the Charter amendments, as provided for in Ordinance No. 3162.

[] **AGAINST** amending the Charter of the City of Great Falls to update the effective date of the Charter amendments, as provided for in Ordinance No. 3162.

3. CERTIFICATION: The City Clerk shall certify this Resolution and Ordinance No. 3162 to the Cascade County Election Official as provided by law.

4. EFFECTIVE DATE: This Resolution shall be effective upon adoption.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, this 1st day of August, 2017.

Bob Kelly, Mayor

ATTEST:

Darcy Dea, Deputy City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

Sara Sexe, City Attorney

ORDINANCE NO. 3162

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF GREAT FALLS PROVIDING THAT THE CHARTER OF THE CITY OF GREAT FALLS BE AMENDED TO CURE TYPOGRAPHICAL ERRORS AND LEGAL INCONSISTENCIES AND SUBMITTING THE PROPOSED AMENDMENT TO THE ELECTORS OF THE CITY AS PROVIDED BY LAW

WHEREAS, the City of Great Falls, Montana, established a charter form of government with self-governing powers in accordance with Article XI, Section 5, of the Constitution of Montana in 1986; and

WHEREAS, the electors of the City of Great Falls approved a charter amendment on November 7, 2000, to increase the Library mill levy limit by two mills; and

WHEREAS, the charter contains typographical errors, internal inconsistencies, and provisions that are inconsistent with the Montana Code Annotated (MCA) and the Official Code of the City of Great Falls OCCGF; and

WHEREAS, the City Commission wishes to again amend the charter to cure those defects; and

WHEREAS, Mont. Code Ann. § 7-3-103 requires that any amendment to the Charter of the City of Great Falls be submitted and approved by the city electors during a regular election.

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

Section 1: That Article II, Sections 2 and 3; Article III, Section 3; Article IV, Section 2; Article V; Article VI, Section 4; Article VII, Sections 2 and 4; and Article VIII, Section 2, of the Charter of the City of Great Falls be amended as depicted in Exhibit "A" attached hereto, which removes any language indicated by ~~strikeout~~ and adds any language which is **bolded**, and each separate amendment shall be subject to a separate vote by the electorate;

Section 2: REFERRAL TO ELECTORS. This ordinance shall be referred to the electors of the City of Great Falls at the Municipal General Election.,

Section 3: That Article IX, expired by its own language, and be removed from the Charter, including all codified versions thereof.

Section 4: EFFECTIVE DATE. This Ordinance shall be effective thirty (30) days after second reading and final adoption as provided by law, but the amendments to the Charter of the City of Great Falls shall not be effective until certified as approved by the electors as provided by law.

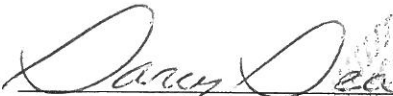
APPROVED by the City Commission on first reading June 20, 2017.

ADOPTED by the City Commission of the City of Great Falls, Montana on second reading July 5, 2017.

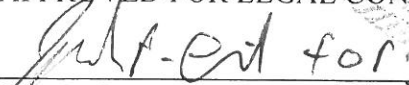


Bob Kelly, Mayor

ATTEST:



Lisa Kunz, City Clerk
Darcy Dea, Deputy
(CITY SEAL)

APPROVED FOR LEGAL CONTENT:


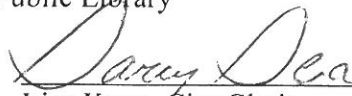
Sara R. Sexe, City Attorney

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

I, Lisa Kunz, City Clerk of the City of Great Falls, Montana, do certify that I did post as required by law and as prescribed and directed by the Commission, Ordinance 3162 in three conspicuous places within the limits of said City to-wit:

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





Lisa Kunz, City Clerk
Darcy Dea, Deputy

EXHIBIT "A" (Amended from June 20, 2017)

CHARTER OF THE CITY OF GREAT FALLS

CHARTER OF THE CITY OF GREAT FALLS □

Preamble

We, the people of Great Falls, Montana, grateful for our past, confident of our future, and having considered the form of government which will best serve our needs, do adopt this charter to establish our self-determination as a city.

[Article I] - - General Provisions of Charter Government

[Article II] - - City Commission

[Article III] - - The Office of the Mayor

[Article IV] - - Elections and Vacancies

[Article V] - - ~~City~~ Municipal Court

[Article VI] - - City Government Administration

[Article VII] - - Citizen Involvement in Government

[Article VIII] - - Amendment, Effective Date, and Severability

[~~Article IX~~] - ~~Transitional Provisions~~

FOOTNOTE(S):

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As Amended by the voters November 7, 2000 Charter - 1 ([Back](#))

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Article II - City Commission

Section 1 - Composition.

Section 2 - Duties and Responsibilities.

EXHIBIT "A" (Amended from June 20, 2017)

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Section 3 - Administrative Review.

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Section 2 - Duties and Responsibilities.

The City Commission shall:

- a) Adopt policies and procedures and enact ordinances and resolutions as necessary for the proper execution of governmental functions and responsibilities.
- b) Appoint and supervise, and may remove, the City Manager.
- c) Adopt an annual budget, levy taxes and special assessments, and may borrow money and issue bonds subject to Montana law. Appropriations, exclusive of bond and loan indebtedness, shall not exceed anticipated revenue.
- ~~d) Adopt as necessary an administrative and personnel code and/or policies.~~
- ed) Adopt procedures for contracting with private and public agencies.
- fe) Appoint citizens to boards, councils, committees or any other body or group pursuant to law.
- gf) Set the salary of the City Commissioners and the Mayor by ordinance.

Section 3 - Administrative Review.

On a majority vote of the whole ~~number~~ of the City Commission, the City Commission may review, inquire, and investigate any operation, management decision, administrative function or other affairs of the City. The City Commission may compel the attendance and testimony of witnesses and the production of books and records by issuance of a subpoena.

Except for the purpose of inquiry, or investigation, the City Commission shall be involved with administrative and management operations solely through the City Manager.

Article III - The Office of the Mayor

Section 1 - Election of the Mayor.

Section 2 - Powers and Duties of the Mayor.

Section 3 - Office of the Mayor Pro Tempore.

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Section 3 - Office of the Mayor Pro Tempore.

The mayor pro tempore shall serve in the absence of the elected mayor. The City Commissioner shall elect from among ~~themselves~~ **its members** a Mayor Pro-Tempore no later than one month after taking office. The Mayor Pro-Tempore shall serve a term of two years, or until the City Commission has held an

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election. Any vacancy in this office shall be filled by a special election among the remaining City Commissioners. Any person elected to fill such a vacancy shall serve the remaining portion of the term in which the vacancy occurred.

Article IV - Elections and Vacancies

Section 1 - Election of City Commissioners and the Mayor.

Section 2 - Vacancy in the Office of City Commission or Mayor.

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Section 2 - Vacancy in the Office of City Commission or Mayor.

- a) The office of City Commissioner or Mayor shall become vacant upon death, resignation, recall or forfeiture of office. Grounds for forfeiture of office shall be:
- (1) Loss of eligibility for election-;
 - (2) Violation of any express provision of this charter-;
 - (3) Conviction of a felony-, **or of any offense involving moral turpitude, or a violation of official duties or the City Code of Ethics, Title 2, Chapter 52, while serving on the Commission;**
 - (4) **Absence from more than one-third (1/3) of the regular meetings in a calendar year without a health or medical excuse;**
 - (5) **Inability to fulfill the duties of the office as a result of physical illness or mental disorder. A determination of whether the Commissioner or Mayor has a mental disorder shall be made pursuant to MCA Title 53, Chapter 21; or;**
 - (6) **Neglecting or refusing to discharge the Commissioner or Mayor's duties;**
- b) A majority of the City Commission shall be the judge of the election and qualifications of its members and the grounds for forfeiture of their office. A City Commissioner or Mayor charged with conduct constituting grounds for forfeiture of office shall be entitled to notice in writing of such charges and a public hearing on demand before a majority of the City Commission.
- c) When a vacancy occurs, the City Commission, may, by majority vote of its remaining members, appoint a person, eligible to hold such office, to fill the vacancy of City Commissioner or Mayor until the next regular City election. The person elected at the next regular City election shall serve the unexpired term of the office in which the vacancy occurred.

Article V - City Municipal Court

There shall be a city-municipal court and an elected city-municipal judge as provided by Montana law.

Article VI - City Government Administration

Section 1 - Position of the City Manager.

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Section 2 - Appointment and Removal of the City Manager.

Section 3 - Salary of the City Manager.

Section 4 - Duties of the City Manager.

Section 5 - Administrative Departments.

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Section 4 - Duties of the City Manager.

The City Manager shall be the chief administrative and executive officer of the City and shall be responsible to the City Commission for the administration of all City affairs required by this charter, law, ordinance or resolution. The City Manager shall:

- a) Carry out policies established by the City Commission.
- b) Perform the duties required by this charter, law, ordinance, or resolution.
- c) Enforce laws, ordinances and resolutions.
- d) Administer the affairs of the City.
- e) Direct, organize, supervise, and administer all departments, divisions, agencies, bureaus, and the offices of the City.
- f) Make recommendations to the City Commission.
- g) Report to the City Commission on the fiscal affairs and the financial condition of the City.
- h) Prepare and present the budget to the City Commission.
- i) Execute bonds, notes, contracts, and written obligations of the City Commission and the City of Great Falls subject to the approval of the City Commission.
- j) Report to the City Commission on the affairs of the City as the City Commission may require.
- k) Attend City Commission meetings with the right to take part in the discussion but not to vote.
- l) Appoint and be administratively responsible for all City employees, including their suspension or removal; **including adopting as necessary an administrative and personnel code and/or policies.**
- m) Appoint with the approval of the City Commission a qualified acting City Manager to exercise the powers and perform the duties of the City Manager during temporary absences.
- n) Be responsible for the administration of an employee grievance appeals procedure as adopted by the City Commission.
- o) May, without notice, cause the affairs of any department, division, office, agency or other City administrative unit or employee to be examined.

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Article VII - Citizen Involvement in Government

Section 1 - Initiative, Referendum, and Recall.

Section 2 - Open Government.

Section 3 - Citizen Involvement.

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CHARTER OF THE CITY OF GREAT FALLS

Section 4 - Neighborhood Councils.

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Section 2 - Open Government.

All records of the City of Great Falls, including the City Commission and all boards, councils, and committees, shall be open to the public as provided by Montana law. All meetings of such bodies shall be publicly announced in advance and shall be open to the public as provided by Montana law.

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Section 4 - Neighborhood Councils.

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c) Organization: Each council shall ~~organize with~~ **select from its members** a chairman, secretary, and an official delegate to attend City Commission meetings, **and may appoint a Vice Chair or other officers as it deems necessary**. The chairman must be one of the five elected council members. In the event of a vacancy on the council, the remaining members shall appoint a person eligible to hold the position to fill the vacancy until the next general election. **In the event that the Council cannot agree upon the appointment of a replacement member, the City Commission shall fill the vacancy.** ~~the City Commission shall appoint a replacement.~~ ~~Within thirty (30) days~~ **On or before January 30, after each election, or within thirty (30) days after new council member(s) elected in a special election receive the oath(s) of, and are sworn into office,** each neighborhood council shall meet to organize as provided in the section. Each council shall adopt by-laws prescribing additional duties of the council, meeting criteria and times, and such other provisions as the council may deem appropriate and which are not inconsistent with the provisions of this charter and the laws of Montana. The City Commission may provide model by-laws for use by the councils in drafting their own by-laws.

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e) Organization of a Great Falls Citizen's Council: A majority of the neighborhood councils may provide for the creation of a Great Falls Citizen's Council, consisting of one (1) member from each of the participating neighborhood councils. The Citizen's Council may determine its rules of organization and operation, except that no rules adopted shall be inconsistent with the provisions of this Charter or the laws of Montana. The City Commission may provide model by-laws for use by the Council in ~~drafting~~ **in its own by-laws**. The purposes of the Citizen's Councils shall be set forth in paragraph (a) of this section.

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g) ~~Sunset Provision and City Liability: At the general election currently set for November 2001, or in the event state election laws are changed than no later than the general election set for November 2002, the City electorate shall vote on the question whether to retain this section. The ballot presented by voters shall be in the following form:~~

~~FOR retaining neighborhood councils and the Citizen's Council as provided by Article VII, Section 4, of the Charter.~~

~~AGAINST retaining neighborhood councils and the Citizen's Council as provided in Article VII, Section 4 of the Charter.~~

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~~In the event the majority of the City electorate voting in the general election vote against retention of the neighborhood councils, then the councils shall terminate on January 1st of the year immediately following the election. The councils shall be responsible for completing any unfinished business before that date.~~

Article VIII - Amendment, Effective Date, and Severability

Section 1 - Amendment.

Section 2 - Effective Date.

Section 3 - Severability.

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Section 2 - Effective Date.

This charter shall become effective on July 1, 1986, and as amended and approved by the electors of the City of Great Falls November 7, 2000, and ~~July 5~~ November 7, 2017.