



City Commission Agenda
Civic Center 2 Park Drive South, Great Falls, MT
Commission Chambers Room 206
August 15, 2017

CALL TO ORDER 7:00 P.M.

PLEDGE OF ALLEGIANCE

ROLL CALL / STAFF INTRODUCTIONS

AGENDA APPROVAL

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, Great Falls Planning Advisory Board.
5. Appointments, Parking Advisory Commission.

CITY MANAGER

6. 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.

7. Minutes, August 1, 2017, City Commission Meeting.
8. Total Expenditures of \$4,424,113 for the period of July 14, 2017 through August 2, 2017, to include claims over \$5,000, in the amount of \$4,145,139.
9. Contracts List.
10. Approve a contract agreement from Nalco Company in the amount of \$485,963 for water treatment chemicals for FY 2017/18.

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

PUBLIC HEARINGS

11. Ord. 3164 - An Ordinance to rezone the property legally described as Foxwood Estates Subdivision, from R-1 Single-family Suburban to PUD Planned Unit Development

district; and, approve the Amended Plat of Foxwood Estates Subdivision. Action: Conduct public hearing and adopt or deny Ord. 3164 and the accompanying "Findings of Fact" and approve or deny the amended plat of Foxwood Subdivision and Findings of Fact". ***(Presented by Craig Raymond)***

12. Res. 10192, "A Resolution to Create Great Falls Special Park District Number 1 for The Purpose of Providing Certain Maintenance, Purchasing, and Improvement Services for City-Owned Facilities, Land, and Equipment under the Responsibility and Care of the City of Great Falls Parks and Recreation Department; and Providing for Other Matters Properly Relating Thereto. Action: Conduct public hearing and deny Res. 10192. ***(Presented by Patty Rearden)***

OLD BUSINESS

NEW BUSINESS

13. ~~ITEM PULLED FROM AGENDA - Set Public Hearing for September 5, 2017 to consider Resolution 10201, which would authorize the City to enter into a lease agreement with the Great Falls International Airport Authority (GFIAA) for property located at 3015 Airport Drive, currently housing the Emergency Operations Center and to consider granting the GFIAA a Quit Claim Deed on property. Action: Set Public Hearing for Res. 10201. ***(Presented by: Sara Sexe)***.~~
14. Labor Agreement between City of Great Falls and the International Association of Fire Fighters, Local #8 (IAFF Local #8). Action: Approve or deny the labor agreement between the City of Great Falls and the IAFF Local #8, and authorize the City Manager to execute the agreement. ***(Presented by Greg Doyon)***

ORDINANCES/RESOLUTIONS

15. Res. 10196, Annual Tax Levy. Action: Adopt or deny Res. 10196. ***(Presented by Melissa Kinzler)***
16. Ord. 3157 - An Ordinance to rezone the property legally described as East Ridge Addition Phase 5, Block 2, Lot 2, from R-2 Single-family Medium Density to PUD Planned Unit Development. Action: Accept or deny Ord. 3157 on first reading and set public hearing for September 5, 2017. ***(Presented by Craig Raymond)***
17. Ord. 3161, An Ordinance Amending Title 1, Of The Official Code Of The City Of Great Falls (OCCGF), Pertaining To General OCCGF Provisions. Action: Accept or not accept Ord. 3161 on first reading and set the public hearing for September 5, 2017. ***(Presented by Sara Sexe)***
18. Ord. 3166 - Ordinance Amending Title 17, Chapter 20, of the Official Code of the City of Great Falls (OCCGF), Pertaining to Exhibit 20-1 Principal Uses by District. Action: Accept or not accept Ord. 3166 on first reading and set the public hearing for September 5, 2017. ***(Presented by Craig Raymond)***
19. Ord. 3167: An ordinance to rezone the property located at 2016 Central Avenue E, From C-1 neighborhood commercial to R-3 single-family high density. Action: Accept or deny Ord. 3167 on first reading and set public hearing for September 5, 2017. ***(Presented by Craig Raymond)***

CITY COMMISSION

20. Miscellaneous reports and announcements from the City Commission.
21. 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, Great Falls Planning Advisory Board

From: City Manager's Office

Initiated By: City Commission

Presented By: City Commission

Action Requested: Appoint one member to the Great Falls Planning Advisory Board

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission appoint Dave Bertelson to the remainder of a three-year term ending on December 31, 2018, to the Great Falls Planning Advisory Board.”

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

Staff Recommendation:

It is recommended that the City Commission appoint one member for a partial three-year term ending on December 31, 2018, to the Great Falls Planning Advisory Board.

Summary:

There are currently two openings on the Planning Advisory Board. Mark Striepe was appointed to the Board in December 2012 and was reappointed in February 2016 for a second three year term through December 31, 2018. Mr. Striepe has tendered his resignation effective January 26, 2017. Keith Nelson was appointed to the Board on September 1, 2015 and unfortunately has since passed way.

Advertisement to fill vacancies has been ongoing since January 2017 through the local media and the City’s website. An application from Dave Bertelsen was received on June 22, 2017. The City will continue to advertise for the other vacancy.

During the Planning Advisory Board meeting on July 25, 2017 the Board recommended that the Commission appoint Mr. Bertelson to fill the remainder of a three year term.

Purpose: The Great Falls Planning Advisory Board was created in lieu of the Great Falls City-County Planning Board. Further, the advisory board has jurisdiction within the City limits; consists of nine citizen members appointed by the City Commission; and, performs and provides the duties, services and functions specified in Ordinance No. 2913, generally involving growth policies, subdivision applications and plats, annexation applications, zoning and rezoning petitions, conditional use permits, long range planning, transportation planning, Community Transportation Enhancement Program administration, historic preservation services, etc. Members must reside within the city limits. City employees and elected officials are not eligible for appointment.

Alternatives:

Advertise to seek other citizen interest.

Concurrences:

Continuing members of this board are:

	Terms
Scot Davis	11/1/11 – 12/31/18
Anthony Houtz	1/21/14 – 12/31/19
Sophia Sparklin	12/18/12 – 12/31/18
Michael Wedekind	10/7/15 – 12/31/19
Charles Pankratz	6/20/17 -- 12/31/19
Peter Fontana	4/ 7/15 – 12/31/17
Nathan (Nate) Weisenburger	11/1/11 – 12/31/17

ATTACHMENTS:

- Application from Dave Bertelsen



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

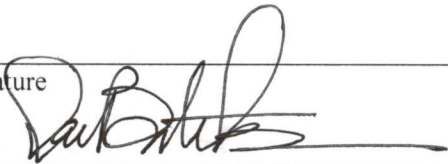
RECEIVED

JUN 22 2017

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.

CITY MANAGER

Board/Commission Applying For: <i>Planning Advisory Board and/or Design Review Board</i>		Date of Application: <i>6/20/17</i>
Name: <i>Dave Bertekian</i>		
Home Address: <i>3225 Fox Dr. Great Falls, MT 59404</i>		Email address: <i>dave@kktuckingmt.com</i>
Home Phone: <i>771-7675</i>	Work Phone: <i>453-2290</i>	Cell Phone: <i>788-5161</i>
Occupation: <i>Owner - Vice President</i>		Employer: <i>K&K Trucking, Inc.</i>
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>Worked for Morgan & Oswald Construction, then Oswald Construction for 12 years before buying & running K&K Trucking, Inc. Have run (with very able assistance from my wife, Vicki) K&K Trucking for nearly 18 years.</i>		
Educational Background: <i>M.S.T. - degree in Construction Engineering Technology - studied 3 yrs in Architecture program</i>		
IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:		
Previous and current service activities: <ul style="list-style-type: none"> <i>14 yrs in Cub Scouts/Boys Scouts - last 8 years as Scoutmaster troop 26 - Great Falls</i> <i>Current Board Member - Motor Carriers of Montana (incoming Chairman)</i> <i>Member - Great Falls Area Chamber of Commerce</i> <i>Exec Board Member - Chambers Military Affairs Committee (MAC)</i> <i>Past Vice Chair of Montana Defense Alliance</i> 		
Previous and current public experience (elective or appointive): <i>N/A</i>		
Membership in other community organizations:		

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? <i>No City/County Boards, that is</i>	
Please describe your interest in serving on this board/commission? <i>I would like to get more involved with City/County activities and responsibilities.</i>	
Please describe your experience and/or background which you believe qualifies you for service on this board/commission? <i>With my education in Engineering/Architecture and past construction experience I feel I would be an asset to this board. I have been part of our team here at K&K Trucking, Inc. as Owner & Vice President, so I believe the experience of a business Owner may benefit the board as well.</i>	
Additional comments:	
Signature 	Date: <i>6/20/17</i>

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: Appointments, Parking Advisory Commission

From: City Manager's Office

Initiated By: City Commission

Presented By: City Commission

Action Requested: Appoint two members to the Parking Advisory Commission for partial terms beginning August 15, 2017.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission appoint _____ and _____ to the Parking Advisory Commission for the remainder of three-year terms beginning August 15, 2017 through April 30, 2019.”

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

Staff Recommendation:

Staff recommends that the City Commission appoint Katie Hanning and Lee Wiegand to the Parking Advisory Commission.

Summary:

The Parking Advisory Commission is comprised of five members appointed by the City Commission. The Commission advises the City Commission, City Manager, and Planning and Community Development Staff on matters related to parking issues within the Parking Districts.

Charles Fulcher and David Campbell have served two full terms with their final terms expiring on April 30, 2016. They are not eligible for reappointment and the City has been advertising and seeking interest for these positions since 2016. The terms for Dave Snuggs and William Mintsiveris expired on April 30, 2017 and neither has expressed interest in serving additional terms. Kenny Volk was reappointed to a three year term on April 19, 2016 but he has since moved out of state. All five positions will need to be filled. Mr. Campbell has offered to remain on the Commission until the other positions can be filled.

The City has received applications from Katie Hanning and Lee Wiegand. Planning and Community Development Director, Craig Raymond has spoken to both applicants and is requesting the Commission

appoint both to the Parking Advisory Commission for partial terms through April 30, 2019.

The City will continue to advertise for the remaining vacancies.

Parking Advisory Commission members	Term
Dave Snuggs	2/2/16 -- 4/30/17
William Mintsiveris	2/2/16 -- 4/30/17
Charles Fulcher	10/6/09 -- 4/30/16
David Campbell	10/6/09 -- 4/30/16
Kenny Volk	11/3/15 -- 4/30/19

Alternatives:

The Commission could chose not to appoint current applicants.

Concurrences:

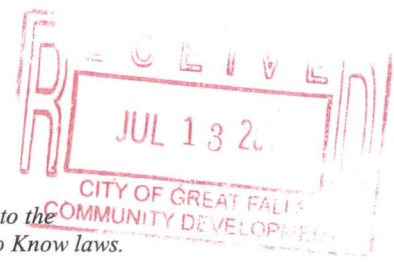
Planning and Community Development Director, Craig Raymond has spoken to both applicants and finds them qualified and capable to serve.

ATTACHMENTS:

- Applications and Recommendation Memo



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: Parking Advisory Board/Commission		Date of Application: 7-13-17
Name: Katie Hanning		
Home Address: 3217 4th Ave. North.		Email address: Katiehanning406@gmail.com
Home Phone: 406-899-9112	Work Phone: 406-424-663	Cell Phone: 406-899-9112
Occupation: HBA Director	Employer: Home Builders Association	
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: many years working with community and construction industry		
Educational Background: High school w/ some college -		
IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:		
Previous and current service activities:		
Previous and current public experience (elective or appointive): None		
Membership in other community organizations: LAOH, EIKs, Holy Spirit Church		

Have you ever worked for or are you currently working for the City of Great Falls? Yes No If yes, where and when?

Do you have any relatives working or serving in any official capacity for the City of Great Falls? Yes No If yes, who, which department, and relationship?
Judy Berg - Finance - ?


Have you ever served on a City or County board? Yes No If yes, what board and when did you serve?

Are you currently serving on a Board? Yes No If yes, which board?

Please describe your interest in serving on this board/commission?
The city needs a person to help on this board and I feel I can help.

Please describe your experience and/or background which you believe qualifies you for service on this board/commission?
I have spend many years working with the community and local businesses and think I would be able to fairly work on projects for this commission

Additional comments:

Signature:  Date: *7-13-17*

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.

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

RECEIVED

JUN 26 2017

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.

CITY MANAGER

Board/Commission Applying For: <i>Parking</i>		Date of Application: <i>6/22/17</i>	
Name: <i>Lee Wiegand</i>			
Home Address: <i>1404 5th Ave. So.</i>		Email address: <i>leethegr8@gmail.com</i>	
Home Phone: <i>N/A</i>	Work Phone: <i>952-1144</i>	Cell Phone: <i>590-3449</i>	
Occupation: <i>Business Owner</i>		Employer:	
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>I am a home & business owner in Great Falls</i>			
Educational Background: <i>High School</i>			
IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:			
Previous and current service activities: <i>N/A</i>			
Previous and current public experience (elective or appointive): <i>N/A</i>			
Membership in other community organizations: <i>N/A</i>			

Have you ever worked for or are you currently working for the City of Great Falls? Yes No If yes, where and when?

Do you have any relatives working or serving in any official capacity for the City of Great Falls? Yes No If yes, who, which department, and relationship?


Have you ever served on a City or County board? Yes No If yes, what board and when did you serve?

Are you currently serving on a Board? Yes No If yes, which board?

Please describe your interest in serving on this board/commission?
 I want to help downtown be a flourishing business center. I feel helping the parking situation downtown will go a long way toward that goal.

Please describe your experience and/or background which you believe qualifies you for service on this board/commission?
 I have been a downtown business owner since 2012 (know dice)
 I have 41 years experience living in Great Falls (Downtown Dice & Games)

Additional comments:

Signature  Date: 6-22-17

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.

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 Great Falls, MT 59403

Fax:
 (406) 727-0005

Email:
 kartis@greatfallsmt.net

Memorandum



TO: Krista Artis

FROM: Craig Raymond, Director, Planning and Community Development

DATE: August 3, 2017

SUBJECT: Parking Advisory Commission Appointments

Krista, please find the attached application for service on the Parking Advisory Commission. I have spoken to both applicants and find them qualified and capable to serve on this Commission. Due to the challenge of establishing a quorum for this Commission I am not able to provide a recommendation from that group.

If there are any further questions please feel free to contact me directly.



Item: Minutes, August 1, 2017, City Commission Meeting.

From: Lisa Kunz, City Clerk

Initiated By: Lisa Kunz, City Clerk

Presented By: City Commission

Summary:

Updated after original posting. 8/14/17.

ATTACHMENTS:

- ▢ DRAFT Minutes, August 1, 2017

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, Bill Bronson and Fred Burow. Also present were City Manager Greg Doyon; Deputy City Clerk Darcy Dea; Public Works Director Jim Rearden; Planning and Community Development Director Craig Raymond; Assistant Fire Chief Ron Scott; Park and Recreation Interim Director Patty Rearden; Fiscal Services Director Melissa Kinzler; Human Resources Director Gaye McInerney; 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.

SWEARING IN: Neighborhood Council 5 Representative – Patrick Bolton.

PRESENTATION: AmeriCorps Vistas Emily Christensen, Marla Guggenheimer and Michaela Roberts provided an update regarding the Westside Orchard and its programs.

PETITIONS AND COMMUNICATIONS

1. Miscellaneous reports and announcements.

John Hubbard, 615 7th Avenue South, opposed executive officials getting pay raises.

Sheila Rice, NeighborWorks Great Falls, 509 1st Avenue South, announced that the 38th and 39th high school houses were successfully completed. The projects could not be completed without the support of the City Commission and CDBG funds.

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, Advisory Commission on International Relationships.

Commissioner Jones moved, seconded by Commissioner Burow, that the City Commission appoint Max Mauch to the Advisory Commission on International Relationships for the remainder of a three-year term through March 31, 2019.

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 5-0.

CITY MANAGER

5. Miscellaneous reports and announcements from the City Manager.

City Manager Greg Doyon reported that he has been busy with collective bargaining with three labor groups, Fire, Police and MPEA.

With regard to the air show, he noted that he, Mayor Kelly, and Commissioners Bronson and Houck were in attendance for MANG's 70th anniversary celebration. There was also a change of command celebration for Colonel Miller, 341st Missile Wing, Maintenance Group Commander. During the air show, the Emergency Operations Center was up and running for training. It was a prelude to a vigilant guard exercise that will occur in 2018.

Manager Doyon reported that he extended the application deadline and reopened the Park and Recreation Director position.

He concluded that the latest count on the proposed Park Maintenance District was 5,508 forms processed and 21% weighted value in opposition. The deadline to return forms is August 9th.

CONSENT AGENDA

6. Minutes, July 18, 2017, 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. **OF 1462.0**

Commissioner Burow moved, seconded by Commissioner Houck, that the City Commission approve the Consent Agenda as presented.

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 5-0.

PUBLIC HEARINGS

12. **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.**

Planning and Community Development Director Craig Raymond reported that this agenda item is a public hearing to consider the adoption of Ordinance 3163 which would amend specific Land Development Codes pertaining 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.

If approved, Ordinance 3163 would take into consideration areas which are already served by existing roadway systems which may not be at or above the base flood elevation (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 any 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.

Mayor Kelly declared the public hearing open.

Speaking in support of Ordinance 3163 were:

Sheila Rice, NeighborWorks Great Falls, 509 1st Avenue South, commented that NeighborWorks has been working on a floodplain mitigation plan with the residents of Missouri Meadows. This ordinance is needed so that River Road does not need to be raised.

Trent Short, 4228 4th Avenue North, concurred with Ms. Rice's comments, adding that it is critical for everybody on Lower River Road.

No one spoke in opposition to Ordinance 3163.

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

Commissioner Jones moved, seconded by Commissioner Burow, that the City Commission adopt Ordinance 3163.

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

Motion carried 5-0.

13. **Resolution 10185 to Levy and Assess Special Improvement General Boulevard Maintenance District No. 3570.**

Fiscal Services Director Melissa Kinzler reported the Park and Recreation Department – 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 tree pruning, tree removal, tree planting, leaf pickup and streetscape design.

After calculating all factors relevant to the operation of the Boulevard Division, an assessment amount for the next fiscal year was calculated. 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.

The assessment amount for the General Boulevard Maintenance District for the next fiscal year is \$375,305 and will result in an assessment of \$79.31 for an average size lot of 7,500 square feet. This is a yearly increase in the amount of \$5.18.

Staff recommends conducting the public hearing and adopting Resolution 10185.

Mayor Kelly declared the public hearing open.

No one spoke in support of Resolution 10185.

Speaking in opposition to Resolution 10185 was:

John Hubbard, 615 7th Avenue South, opposed any increase amount.

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

Commissioner Burow moved, seconded by Commissioner Houck, that the City Commission adopt Resolution 10185.

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

Commissioner Houck commented that, compared to other cities in Montana, assessments in Great Falls are a good deal and it is investing in our community.

Hearing no further discussion, Mayor Kelly called for the vote.

Motion carried 5-0.

14. **Resolution 10186 to Levy and Assess Portage Meadows Boulevard Maintenance District No. 1195.**

Fiscal Services Director Melissa Kinzler reported that in February 1977, Resolution 6913 created Special Improvement Maintenance District 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, and tree pruning.

No recommendation for an increase is proposed for Fiscal Year 2018.

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

The assessments equate to an assessment of \$58,079, and will result in an annual assessment of \$310.58 for an average lot of 4,501 square feet.

Staff recommends conducting the public hearing and adopting Resolution 10186.

Mayor Kelly declared the public hearing open.

No one spoke in support of or in opposition to Resolution 10186.

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

Commissioner Houck moved, seconded by Commissioner Jones, that the City Commission adopt Resolution 10186.

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

Motion carried 5-0.

15. **Resolution 10187 to Levy and Assess Street Maintenance District.**

Fiscal Services Director Melissa Kinzler reported 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.

No recommendation for an increase is proposed for Fiscal Year 2018. The last street maintenance increase of 10% was approved in Fiscal Year 2016. New legislation passed in 2017 that increased the fuel tax and, hopefully, will increase the allocation to the City of Great Falls.

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

The total assessment is \$4,535,592, and will result in an annual assessment of \$110.27 for an average size lot of 7,500 square feet.

Staff recommends conducting the public hearing and adopting Resolution 10187.

Mayor Kelly declared the public hearing open.

No one spoke in support of or in opposition to Resolution 10187.

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

Commissioner Jones moved, seconded by Commissioner Bronson, that the City Commission adopt Resolution 10187.

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

Motion carried 5-0.

16. **Resolution 10188 to Levy and Assess Properties within Special Improvement Lighting Districts.**

Fiscal Services Director Melissa Kinzler reported 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 Talon Treasure State. The remaining 3% of roadway lights are City-owned.

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.

The anticipated assessment amount is \$1,159,589. 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.

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

Mayor Kelly declared the public hearing open.

No one spoke in support of or in opposition to Resolution 10188.

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

Commissioner Burow moved, seconded by Commissioner Houck, that the City Commission adopt Resolution 10188.

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

Commissioner Houck requested clarification of street light.

Director Kinzler responded that the lights are everything except for the traffic lights.

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

Motion carried 5-0.

OLD BUSINESS

17. **Contract Award Beech Drive and Cherry Drive Water Main Replacement Project. OF 1718**

Public Works Director Jim Rearden reported this agenda item is a recommendation to award a construction contract to Williams Civil Division for the Beech Drive and Cherry Drive water main replacement. The project will replace approximately 2,400 lineal feet of water main. The existing main, which was installed in 1950, is in easements behind the homes on those two streets. The mains have been failing with increased frequency and has prompted this project to relocate the mains out into the adjoining streets. To accomplish this, all existing services lines in 24 lots will need to be re-routed out towards the street. This will require construction activity in the yards of all those properties.

The project was initially bid on June 7, 2017 with two bidders responding, Johnston Excavating and Williams Civil. Johnston's bid was excessively low and Williams' bid was over available funding. Both bids were rejected by the Commission on June 20, 2017.

The project was re-bid on July 19, 2017 with four bidders responding. Johnston's bid was again excessively low. City staff conducted an extensive background check on Johnston Excavating's recent projects and have received numerous concerns regarding working on this type of project. Two references indicated that Johnston would do an adequate job in an open area where there are no paved roadways, houses and little landscaping to be replaced. The Beech and Cherry Drive water main project is just the opposite type of project. It has very limited access for residents and construction equipment, will require close coordination with property owners and their pets, replacement of fences, irrigation systems and mature landscaping such as sod, raised planting beds, shrubs and possibly trees.

Even though there is a substantial cost difference, staff recommends awarding the contract to the second low bidder. This project will be very disruptive to the neighbors and staff feels we owe it to these neighbors to put the best team in place.

Commissioner Houck moved, seconded by Commissioner Bronson, that the City Commission approve a contract in the amount of \$838,800 to Williams Civil Division, Inc. and authorize the City Manager to execute the construction contract documents.

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

Commissioner Jones commented that he would be recusing himself due to his son being the project manager for this company out of Bozeman, MT.

In response to Commissioner Burow's inquiry, Director Rearden commented that to his knowledge Johnston Excavating has never performed a project for the City of Great Falls.

There being no further discussion, Mayor Kelly asked if there were any comments from the public. Hearing none, Mayor Kelly called for the vote.

Motion carried 4-0-1 (Commissioner Jones abstaining).

NEW BUSINESS

18. **Labor Agreement between City of Great Falls and Great Falls Police Protective Association.**

City Manager Greg Doyon reported this item is a request for the Commission to ratify the agreement between the City of Great Falls and the Great Falls Police Protective Association. He highlighted portions of the proposed agreement: two year term, Section 8.2 Court Appearance, Section 9.1 Salaries, Section 23.1 Wellness Program. He further explained that an area of concern that was addressed was employee insurance plans. The amounts were reformulated on what the employee and the City would pay for those plans. The 90/10% split is on the premium rather than the increase. It is a more equitable way of calibrating what the employee is contributing towards the plans. If the Commission ratifies this agreement, Manager Doyon commented that he would continue making that change with the other collective bargaining units he is negotiating with.

Commissioner Bronson moved, seconded by Commissioner Burow, that the City Commission approve the labor agreement between the City of Great Falls and the Great Falls Police Protective Association (GFPPA), and authorize the City Manager to execute the agreement.

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 5-0.

ORDINANCES/RESOLUTIONS

19. **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.**

City Attorney Sara Sexe reported that 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.

Commissioner Houck moved, seconded by Commissioner Jones, that the City Commission adopt Resolution 10193.

Mayor Kelly asked if there was any discussion amongst the Commissioners. Hearing none, Mayor Kelly asked if there were any comments from the public.

Jenni Dodd, 3245 8th Avenue North, inquired who decides offenses regarding moral turpitude, and what would be involved in neglecting or refusing to discharge the duties of the mayor or a commissioner.

City Attorney Sexe responded the ethical considerations are set forth in ordinance and state statute and the neglectful duties would be incorporated in that definition.

Ms. Dodd inquired if a violation of state election laws would be considered an offense involving moral turpitude, and why the library mill levy was included in the Ordinance.

City Attorney Sexe responded the library mill levy was included because it was the last time the Charter was amended and provided to the electors for approval.

There being no one further to address the Commission, Mayor Kelly called for the vote.

Motion carried 5-0.

CITY COMMISSION

20. Miscellaneous reports and announcements from the City Commission.

Mayor Kelly announced that he will be on vacation during the next Commission meeting. Mayor Pro Tempore Jones will be conducting the meeting on August 15, 2017 in his absence.

Commissioner Houck announced that she is traveling that week for training, but is slated to be back in time for the August 15th Commission meeting.

Commissioner Houck commented that the EOC training was a validation of all the City's partnerships and MOU's, and a great practice before an emergency takes place.

21. Legislative Initiatives.

There were no legislative initiatives.

22. Commission Initiatives.

Mayor Kelly reported that Great Falls was selected as one of the first cities over 30,000 population to have a facilitator talk to several staff members and other community members to identify outstanding problems in this community and to show us tools and techniques that are applicable to apply to solving lots of problems. The City has an October deadline to submit a grant request to the Bloomberg Foundation. If the City is successful, the Bloomberg Foundation will choose 35 cities to give \$100,000 to help execute or implement a solution to problems identified. If the City is identified in January as a champion city, the Bloomberg Foundation chooses five cities to grant \$1 million to four cities and \$5 million to one city. He thanked everyone that participated in today's event.

ADJOURNMENT

There being no further business to come before the Commission, **Commissioner Jones moved, seconded by Commissioner Bronson, to adjourn the regular meeting of August 1, 2017, at 8:11 p.m.**

Motion carried 5-0.

Mayor Bob Kelly

Deputy City Clerk Darcy Dea

Minutes Approved: August 15, 2017



Item: Total Expenditures of \$4,424,113 for the period of July 14, 2017 through August 2, 2017, to include claims over \$5,000, in the amount of \$4,145,139.

From: Fiscal Services

Initiated By: City Commission

Presented By: Melissa Kinzler, Fiscal Services Director

ATTACHMENTS:

- 5000 Report - August 15, 2017



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 20, 2017 - AUGUST 2, 2017	4,367,593.30
MUNICIPAL COURT ACCOUNT CHECK RUN FOR JULY 14, 2017 - JULY 31, 2017	56,520.00
TOTAL: \$	4,424,113.30

GENERAL FUND

POLICE

STATE OF MONTANA	CJIN ANNUAL FEE 2017-2018 (SPLIT AMONG FUNDS)	2,000.00
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SPECIAL REVENUE FUND

LIGHTING DISTRICT

CARTEGRAPH SYSTEMS	ASSET MGMT SOFTWARE LICENSING RENEWAL (SPLIT AMONG FUNDS)	708.33
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SUPPORT & INNOVATION

GREAT FALLS TOURISM BUSINESS IMPROVEMENT DISTRICT	2ND HALF JUNE 2017 TAX DISTRIBUTION	18,141.34
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911 SPECIAL REVENUE

CENTURYLINK	JULY 2017 MONTHLY LINE CHARGE	5,839.72
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HIDTA SPECIAL REVENUE

STATE OF MONTANA	CJIN ANNUAL FEE 2017-2018 (SPLIT AMONG FUNDS)	1,000.00
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SPECIAL REVENUE FUND (CONTINUED)

STREET DISTRICT

WESTERN SYSTEMS INC	SUB ASSEMBLY CONTROLLER UPGRADE KIT	24,300.00
GREAT FALLS SAND & GRAVEL CARTEGRAPH SYSTEMS	ASPHALTIC CONCRETE TYPE B & C ASSET MGMT SOFTWARE LICENSING RENEWAL (SPLIT AMONG FUNDS)	100,086.57 6,375.00
UNITED MATERIALS OF GREAT FALLS	OF 1622.2 36TH AVE NE IMP PH 2	155,161.91

FEDERAL BLOCK GRANTS

NEIGHBORWORKS GREAT FALLS	LOAN AGREEMENT 604 7TH ST S	15,392.00
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DEBT SERVICE

WEST BANK TID BONDS

BOLAND WELL SYSTEMS INC	OF 1585.3 WEST BANK PARK LANDSCAPING & IRRIGATION	45,112.64
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ENTERPRISE FUNDS

WATER

CARTEGRAPH SYSTEMS	ASSET MGMT SOFTWARE LICENSING RENEWAL (SPLIT AMONG FUNDS)	3,541.66
BLACK & VEATCH CORPORATION	OF 1519.6 WTP IMP PH1 CONSTRUCTION	95,707.98
SLETTEN CONSTRUCTION COMPANY	OF 1519.6 WTP IMP PH1 CONSTRUCTION	1,950,269.26
STATE OF MONTANA	1% WITHHOLDING FOR SLETTEN	19,699.69
TECHNICAL MARKETING MFG INC	HEAD HOUSE PLC UPGRADE	5,766.27

SEWER

US BANK NA	DEBT SERVICE SEWER SERIES 2005	316,811.25
CARTEGRAPH SYSTEMS	ASSET MGMT SOFTWARE LICENSING RENEWAL (SPLIT AMONG FUNDS)	5,666.67

STORM DRAIN

WILLIAMS CIVIL CONSTRUCTION	OF 1554.2 S GF SD IMP MISSOURI RIVER TO 6TH ST S POND	251,018.51
PHILLIPS CONSTRUCTION LLC	OF 1462.2 18TH ST S SD IMPRV PH 2A	29,616.99

SANITATION

CARTEGRAPH SYSTEMS	ASSET MGMT SOFTWARE LICENSING RENEWAL (SPLIT AMONG FUNDS)	2,833.33
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911 DISPATCH CENTER

STATE OF MONTANA	CJIN ANNUAL FEE 2017-2018 (SPLIT AMONG FUNDS)	29,777.00
WILLIAMSON FENCING	FINAL BALANCE 911 PROJECT	7,491.00

PARKING

STANDARD PARKING CORPORATION	JUNE 2017 COMPENSATION	29,991.72
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INTERNAL SERVICES FUND

INSURANCE & SAFETY

MONTANA MUNICIPAL INTERLOCAL AUTHORITY	PROPERTY PROGRAM INSURANCE	197,964.00
MONTANA MUNICIPAL INTERLOCAL AUTHORITY	JUNE DEDUCTIBLE RECOVERY BILLING	9,762.65

INFORMATION TECHNOLOGY

SHI INTERNATIONAL CORP	MICROSOFT CLIENT ACCESS LICENSING	12,680.00
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CENTRAL GARAGE

CARTEGRAPH SYSTEMS	ASSET MGMT SOFTWARE LICENSING RENEWAL (SPLIT AMONG FUNDS)	7,083.33
MOUNTAIN VIEW CO-OP	FUEL	28,257.78

ENGINEERING

CARTEGRAPH SYSTEMS	ASSET MGMT SOFTWARE LICENSING RENEWAL (SPLIT AMONG FUNDS)	5,666.67
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PUBLIC WORKS ADMINISTRATION

CARTEGRAPH SYSTEMS	ASSET MGMT SOFTWARE LICENSING RENEWAL (SPLIT AMONG FUNDS)	2,129.61
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CC FACILITY SERVICES

A T KLEMENS INC	ROOF DRAIN REPLACEMENT HVAC DUCTWORK WATERPROOFING CITY COMMISSION CHAMBER	6,500.00
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TRUST AND AGENCY

COURT TRUST MUNICIPAL COURT

CITY OF GREAT FALLS	FINES & FORFEITURES COLLECTIONS	44,061.00
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PAYROLL CLEARING

STATE TREASURER	MONTANA TAXES	48,026.00
ICMA RETIREMENT TRUST	EMPLOYEE CONTRIBUTIONS	6,407.53
FIREFIGHTER RETIREMENT	FIREFIGHTER RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	50,697.64
STATEWIDE POLICE RESERVE FUND	POLICE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	63,050.07
PUBLIC EMPLOYEE RETIREMENT	PUBLIC EMPLOYEE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	131,074.85
US BANK	FEDERAL TAXES, FICA & MEDICARE	234,250.16
AFLAC	EMPLOYEE CONTRIBUTIONS	11,519.73
LABORERS INTERNATIONAL UNION	EMPLOYEE CONTRIBUTIONS	24,584.28
WESTERN CONF OF TEAMSTERS	EMPLOYEE CONTRIBUTIONS	15,589.50
MONTANA OE - CI TRUST FUND	EMPLOYEE CONTRIBUTIONS	24,782.18
NATIONWIDE RETIREMENT SOLUTIONS	EMPLOYEE CONTRIBUTIONS	12,868.30

UTILITY BILLS

NORTHWESTERN ENERGY	JULY 2017 SLD CHARGES	80,146.43
NORTHWESTERN ENERGY	MAY 2017 TRANSMISSION CHARGES	5,728.41
CLAIMS OVER \$5000 TOTAL:		\$ <u>4,145,138.96</u>



Item: Contracts List.

From: Lisa Kunz, City Clerk

Initiated By: Various City Departments

Presented By: City Commission

ATTACHMENTS:

- ▢ Contracts List

CITY OF GREAT FALLS, MONTANA

AGENDA: 9

COMMUNICATION TO THE CITY COMMISSION

DATE: August 15, 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: Lisa Kunz, 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	Great Falls Public Library	Cascade Electric Co., Inc.	08/15/2017 – 10/31/2017	\$9,950	Agreement to replace eight Hydrel metal halide arch lights with Hydrel LED retrofit kits and bulbs (Arch/Water Feature in front of Library building)
B	Great Falls Police Department	Grabar Voice & Data, Inc.	08/01/2017-08/01/2018	\$24,998.50	Agreement to upgrade NICE recording system to 7 Professional hardware and software

C	Great Falls Police Department	Geranios Enterprises, Inc.	08/15/2017 – 08/04/2018	\$3,521	Agreement to provide labor, equipment and material required for parking lot patches and crack repair at 911 Call Center
D	Public Works/ Engineering	Burlington Northern Sante Fe Railway Company	25 years	Application Fee: \$800 License Fee: \$3,700 Railroad Protective Insurance Premium: \$1,150 Note: Fees and Premium paid by Developer.	BNSF Pipeline License 17-57071 West Bank Landing Development Project OF 1488.4
E	Public Works/ Engineering	Kuglin Construction	08/2017 – 10/2017	\$40,690	Agreement for Miscellaneous Curb Reconstruction at various locations around the City OF 1730
F	Planning and Community Development	McKinstry Essention, LLC	08/15/2017 – 08/31/2018	Amount not to exceed \$58,000	Professional Services Agreement to perform investment grade energy audit and develop a comprehensive Energy Services Proposal
G	Public Works/ Engineering	United Electric	08/15/2017- 12/22/2017	\$25,700	Agreement for installation and furnishing new generator and concrete pad at Fire Station #3 OF 1727



Item: Purchase of Water Treatment Chemicals for FY17/18

From: Water Treatment Plant

Initiated By: Public Works Department

Presented By: Jim Rearden, Director of Public Works

Action Requested: Approve contract

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/not approve) the contract from Nalco Company, and authorize staff to purchase Ultrion 8187 (a proprietary aluminum chlorohydrate blend) in the amount of \$36,000 per 45,000 pound shipment, up to a maximum of \$392,080; Nalcolyte 8100 (polymer blend) in the amount of \$2,677.50 per 55 gallon drum, up to a maximum of \$8,033, and Cat-Floc 71264 (ferric acid) in the amount of \$2,316.60 per 275 gallon tote, up to a maximum of \$85,850, for FY 2017/18.”

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 contract from Nalco Company in the amount of \$485,963 for water treatment chemicals for FY 2017/18.

Background:

Liquid aluminum sulfate has been used in prior years in the water treatment process to coagulate suspended particles in the raw water stream to allow their removal. For over a year the Water Plant has been testing proprietary aluminum chlorohydrate (ACH) blends from two different suppliers to achieve and maintain a higher quality water using less chemicals and with less sludge to dispose of. After extensive testing it has been determined that by purchasing the Nalco blend, the City will use approximately 2/3 less chemical and maintain or exceed the current water quality produced.

Fiscal Impact:

This price reflects a 3.1% increase from the FY 2016/17 chemical budget. The new contract would allow for the purchase of water treatment chemicals for a total cost of \$485,963.

Part of the increased costs will be due to the initial start up and adjustment to the amount of chemicals needed in storage along with a small increase for a secondary chemical to aid in the removal of arsenic for current and future regulations.

With the reduction of the sludge the city should see savings in hauling and disposal costs.

ATTACHMENTS:

- Nalco signed contract



Program Management Agreement

Effective Date: July 1, 2017

Customer: City of Great Falls, Great Falls MT

Nalco Company LLC d/b/a Nalco Water ("Nalco Water") agrees to provide the City of Great Falls in Great Falls, MT with the Program of services and products described in the attached Scope of Work. The City of Great Falls agrees to purchase the Program for the pricing set forth in the Financial Summary section. Nalco Water's Terms and Conditions as specified in a separate document apply.

The term of this Agreement shall be 12 months commencing on July 1, 2017 and terminating on June 30, 2018. The first chemical delivery will commence in September 2017, due to chemical storage restrictions at the water treatment plant.

In the event that either party does not feel that terms and conditions of this agreement are being met, the agreement can be terminated as detailed in the attached Scope of Work and Terms and Conditions of Sale.

Customer: City of Great Falls

Nalco Company LLC

By: _____
(Customer signature)

By: *K. J. Yankowski* *LLP*
K J Yankowski (Jul 17, 2017)

(Nalco signature)

(printed name)

Ken Yankowski
(printed name)

Title: _____

Title: VP, General Sales Manager

Scope of Work and Pricing
Nalco Water

Customer Name:	City of Great Falls
Address:	1301 Lower River Road South
	Great Falls, MT 59405

Nalco Water will provide a Program consisting of the services, products and equipment listed below for the System(s) described. This Program is designed to meet mutually agreed upon objectives based upon maintenance of key operating conditions and control parameters.

Term of Agreement

Effective: Start: July 1, 2017 End: June 30, 2018

Chemical Program Description:

Nalco will provide chemical treatment and services for the following systems:

Process Water Coagulants & Polymers
Consulting Service Visits

Nalco will provide the following treatment chemicals:

Process Water:	Nalcolyte 8100 (Backwash Water)
	Cat-Floc 71264 (Process Water - Blend)
	Ultrion 8157 (Process Water - Blend)
*** Nalcolyte 8100 will come via common carrier trucks. Lead time for this chemical is <u>2 weeks or 10 business days.</u>	
*** Cat-Floc 71264 will come via a bulk truck. Lead time for bulk delivery is <u>2 weeks of 10 business days.</u>	
*** Ultrion 8187 will come via a bulk truck out of Arizona. Lead time for bulk delivery is <u>2 weeks or 10 business days.</u>	

LED

Nalco Water will provide the following Nalco-owned equipment; to be returned to Nalco in proper condition should the agreement be terminated:

N/A

Nalco Water Management Consulting Services:

Both Nalco Water and the City of Great Falls personnel will be responsible for performing certain periodic tasks required for proper implementation of the Program. The City of Great Falls will be responsible to perform the necessary water testing per the Nalco Water Program Administration Manual. Nalco Water will provide operator test log sheets for all systems and control ranges to assure asset preservation and cost control. Nalco Water will provide the City of Great Falls personnel with training and documentation concerning these tasks that is deemed necessary. Nalco Water will provide the following routine services:

Service visits will occur once a quarter or as deemed necessary:

- All service visits will be documented and communicated with a computer generated Personal Service Report
- Implementation of our 6 service standards

LLP

Operational Data (provided by the City of Great Falls during plant survey visits):

The price of the agreement is based on the following specified conditions, including system loads and incoming water quality. These assumptions will be reviewed as part of the Service Plan.

- Process Water Production = Similar to Previous Fiscal Year Production
 - Daily Average based on calendar year – 11,483,123 GPD
- Backwash Water Production = Similar to Previous Fiscal Year Production
 - Annual average – 9.5 MGPY
- No Major Facilities Changes
- Maintain feed rate between 8 – 14 ppm (Ultrion 8187)
- Maintain feed rate between 2 – 4 ppm (Cat-Floc 71264)
 - Dependent upon necessary usage due to turbidity rates

Note: If any of the parameters above change +/- 10%, a reconciliation meeting will occur. Baseline conditions will be recorded by the end of calendar year, and reported to Wayne Lovelis.

Financial Summary:

Nalco Water agrees to provide the chemicals and services listed above for the specified systems based on the system load and water quality estimates for the price of:

- Nalcolyte 8100 - \$5.10/lb (55-gallon drum shipment) = \$2,677.50
 - Cat-Floc 71264 - \$0.58/lb (45,000 lb shipment) = \$26,100
 - Cat-Floc 71264 - \$0.72/lb (275-gallon Schutz tote) = \$2,316.60
 - Ultrion 8187 - \$0.80/lb (45,000 lb shipment) = \$36,000.00
- Payment terms are Net 30 days from issuance of the invoice. Invoices will typically be delivered once the chemical is shipped.

Price Increase Methodology:

Nalco Water and the City of Great Falls will hold Annual Business Reviews to discuss pricing agreements of the above chemicals for the next 12 months of this agreement. There will be a minimum price increase of 0% for any given 12-month period, with a maximum cap price increase of 2% for the given 12-month period. Justification will be the responsibility of Nalco Water.

LCP

City of Great Falls Specifications:

- Material shall be the purified type, meeting the American Water Works Association Standard Specifications B403-09 and all addenda. Nalco Water shall include with a certificate of compliance with ANSI/NSF Standard 60.
- Nalco Water must be capable of shipments by suitable tank trucks. Delivery shall be for use during Fiscal Year 17/18 (September 1, 2017 through June 30, 2018).
 - The tank trucks shall come equipped with a ¾ inch quick connect air coupler fitting for unloading the products.
- Price quoted is to be F.O.B. Great Falls Water Treatment Plant and include any and all fuel surcharges and applicable taxes.
- Price quoted shall not be contingent upon purchase of chemicals other than Ultrion 8187, Cat-Floc 71264 and Nalcolyte 8100.
- Truck deliveries must be made on weekdays from 8:00 a.m. to 2:00 p.m. No deliveries will be accepted on weekends or City holidays.
- Specify guaranteed delivery time after receipt of order. Nalco Water must be able to deliver within 10 business days of ordering during each of the months of May, June, July, August, and September.

Shortages of Product:

In the event Nalco Water cannot meet delivery requirements in the given timeframe deemed necessary from the assigned delivery plant, an alternate plant to meet delivery requirements may be used.

Hardship:

In addition to any periodic price adjustment provided for in this Agreement, Nalco may increase the prices for the Products if at any time during the term of this Agreement if an Extraordinary Inflationary Disruption occurs. Extraordinary Inflationary Disruption is defined as an increase in raw materials, freight, labor, or energy costs beyond the control of Nalco of at least 10% and sustained over a minimum 60 Day time period. In case of such an Extraordinary Inflationary Disruption, Nalco may increase the price of the Products up to the full amount of the increase in its costs (raw materials, freight, or energy) by giving Customer at least 14 calendar days, 2 weeks, written notice. The baseline for determining such increase shall be on an individual product basis.

Terms and Conditions of Sale

1. GENERAL: Nalco Water shall be responsible for reasonable diligence and care in providing its services and products, and Customer shall be reasonably diligent in following Nalco Water instructions related to such products and services. Nalco shall not be liable for any failure or loss caused by Customer's failure to follow Nalco Water's instructions. The Terms and Conditions defined within the current MASTER AGREEMENT between the City of Great Falls and Ecolab will supersede Terms and Conditions defined within this agreement.

2. NALCO WATER EQUIPMENT: For Nalco Water-owned equipment and PORTA-FEED® units ("Equipment") furnished to Customer on a rental or use basis, the following applies:

- a) Equipment shall remain the sole personal property of Nalco Water even though attached to realty. Nalco may mark Equipment to indicate its ownership, and file a financing statement covering such Equipment. Customer shall provide a suitable location and utilities for the Equipment, and is responsible for applicable personal property or use taxes.
- b) Customer shall not use the Equipment with any materials or products other than those recommended or approved by Nalco Water. Customer shall operate the Equipment in accordance with Nalco Water's recommendations. Nalco Water shall have the right to inspect and service Equipment during normal business hours. Customer assumes all risk of loss, damage or liability arising from its possession or use of Equipment, and shall indemnify Nalco Water from all such losses, damages or liabilities.
- c) Empty PORTA-FEED units shall be promptly returned to Nalco Water. Upon termination of this agreement, Customer at its expense shall return all Equipment to Nalco Water in the same condition as received, ordinary wear and tear excepted.
- d) Any software and documentation provided by Nalco Water remains the sole and exclusive property of Nalco, and shall be used only for purposes authorized by Nalco Water.

3. FORCE MAJEURE AND SHORTAGES: Neither party shall be liable for any failure or delay in performance (other than payment), which is due, in whole or in part, to any cause of any nature beyond the reasonable control of the party affected. If there are product shortages for any reason, Nalco Water may utilize a different supplier meeting the same chemical and delivery requirements as stated in this document.

4. WARRANTIES: Nalco Water warrants that (a) its chemical products shall conform to Nalco Water's standard product specifications in effect at the time of shipment, (b) its services shall be performed in a good and workmanlike manner, (c) its equipment shall be free from material defects in workmanship and materials for a period of 12 months from the date of shipment, and (d) its products and equipment shall be transferred with good title free of liens. Nalco Water's liability under this warranty is limited to replacement of nonconforming product, repair or replacement of defective items, or, a refund of or invoice credit for the product price. The water treatment program does not cover, and Nalco Water makes no warranties with respect to, water system biohazards from waterborne pathogens, including but not limited to Legionella bacteria. **NALCO WATER DISCLAIMS ALL OTHER WARRANTIES INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** In no event shall either party be liable to the other for any consequential or indirect damages.

5. CONFIDENTIALITY: Customer shall not: (a) disclose to a third party any nonpublic information, composition, design, operation or application of Nalco Water products and equipment ("Proprietary Information") without the prior written consent of Nalco; or (b) use the Proprietary Information for any purpose not authorized by Nalco Water. Customer shall not be liable for disclosure of information that: (a) is or becomes part of the public domain through no fault of Customer; (b) is disclosed to Customer by a third party having the right to make such disclosure; or (c) is in the possession of Customer at the time of disclosure by Nalco Water. Nalco recognizes that this Agreement involves interaction with a public entity. Any oral or written information provided to the City or its employees by Nalco may be subject to public inspection under Montana or other applicable law and may be subject to records retention laws. If a request for Nalco's information is made, City will notify Nalco of such request. If Nalco intends to claim that any such requested documentation is "Confidential Information" or confidential, proprietary, or trade secret information as identified in Mont. Code Ann. §30-14-402, or otherwise under applicable law, it will be required to take any and all steps necessary, including court action, to establish that the information is not subject to public

® PORTA-FEED is a Nalco Water Company registered trademark.

LLP

disclosure.

6. COMPLIANCE WITH LAWS: Customer shall not resell product without Nalco Water's prior consent, and shall not resell, divert, transship, export or re-export the product to any country, except in accordance with applicable national and state laws and regulations. Customer is responsible for compliance with all environmental, health and safety regulations regarding its facility, operations, and equipment, including any registrations applicable to use of storage tanks at its facilities.

(Continued)

7. TERMINATION: Either party may terminate this agreement if (a) the other party fails to perform a material obligation and (b) such default is not cured within 45 days after written notice of the failure. If Customer fails to make a payment when due or Customer's financial condition becomes unsatisfactory to Nalco Water, then Nalco Water, at its option, may (a) withhold future performance until Customer cures the default or improves its financial condition to Nalco Water's satisfaction; (b) require payment in advance; or (c) terminate this agreement.

8. MISCELLANEOUS:

- (a) This agreement shall be governed by the laws of Montana without regard to conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods is inapplicable to this agreement.
- (b) With respect to matters related to this agreement, each party as indemnitor agrees to hold the other party harmless from damages, claims, liabilities and costs caused by the negligence or misconduct of the indemnitor.
- (c) Nalco Water may use a subcontractor provided that the subcontractor is acceptable to the Customer.

(End)

IN WITNESS WHEREOF, Contractor and City have caused this Agreement to be executed and intend to be legally bound thereby as of the date set forth below.

CITY OF GREAT FALLS, MONTANA

CONTRACTOR

By: _____
Gregory T. Doyon, City Manager

Date: _____

By: K. J. Yankowski
K. J. Yankowski (Jul 17, 2017)

Print Name: Ken Yankowski

Title: VP, General Sales Manager

Date:

ATTEST:

Lisa Kunz, City Clerk

(SEAL OF THE CITY)

* APPROVED AS TO FORM:

By: _____
Sara R. Sexe, City Attorney

EP

* 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.

LLP



Item: Public Hearing - 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; and, Approve the Amended Plat of Foxwood Estates Subdivision

From: Erin Borland, Planner II, Planning and Community Development

Initiated By: Brett Haverlandt, Owner

Presented By: Craig Raymond, Director of Planning and Community Development

Action Requested: City Commission adopt Ordinance 3164, and approve the amended plat of Foxwood Estates Subdivision, and the Findings of Fact.

Public Hearing:

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

Suggested Motion:

1. Commissioner moves:

I. "I move that the City Commission (adopt/deny) Ordinance 3164 and the accompanying "Findings of Fact".

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

And if motion I is made in the affirmative, then;

II. "I move that the City Commission (approve/deny) the amended plat of Foxwood Subdivision and Findings of Fact."

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 approve the rezoning request from R-1 Single-family suburban to PUD Planned Unit Development for the subject property, all subject to 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. Code Adoption Compliance.** Approval of the project is conditioned upon successful adoption of the flood hazard code text amendment providing for connection to streets not above base flood elevation.
- 3. Amended Plat.** The applicant shall provide an Amended Plat of the subject property which shall incorporate corrections of any errors or omissions noted by Staff.
- 4. Utilities.** The final engineering drawings and specifications for public improvements for the subject property shall be submitted to the City Public Works Department for review and approval.
- 5. Land Use & Zoning.** Except as provided herein, development of the property shall be consistent with allowed uses and specific development standards for this PUD Planned Unit Development district designation.
- 6. Subsequent modifications and additions.** If after establishment of single family homes, the owner proposes to expand or modify the use, buildings, and/or structures, the Director of the Planning and Community Development Department shall determine, in writing, if such proposed change would alter the finding for one or more review criteria. If such proposed changes would alter a finding, the proposal shall be submitted for review as a new development application. If such proposed change would not alter a finding, the owner shall obtain all other permits as may be required.

Public Notice for the Planning Advisory Board/Zoning Commission Public Hearing was published in the *Great Falls Tribune* on June 11, 2017. At the conclusion of the Public Hearing held on June 27, 2017, the Zoning Commission recommended approval of the proposed rezone. Ordinance 3164 to rezone the subject property from R-1 Single-family suburban to PUD Planned Unit Development upon City Commission approval was accepted by the City Commission on first reading on July 18, 2017.

At the conclusion of the Public Hearing held on June 27, 2017, the Planning Advisory Board recommended approval of the amended plat of Foxwood Estates Subdivision. Notice of Public Hearing before the City Commission for the rezone request and amended plat was published in the *Great Falls Tribune* on July 30, 2017. To date, Staff has received no requests for information regarding this project.

Staff recommends approval of the proposed rezone and amended plat of the subject property.

Summary:

The subject property 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 fourteen lots and an access easement for the purpose of a private drive through the development.

Background:

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 of various items such as RVs, ATVs, boats, etc.

PUD Proposal: The Official Code of the City of Great Falls (OCCGF) 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 a lot that is $\pm 10,001$ to $\pm 43,559$ square feet, the OCCGF will allow 1,600 square feet of cumulative garage area. For this PUD request, the applicant initially proposed a maximum of 1,500 square feet for the attached garage size as well as 3,000 square feet for the accessory building/detached garage. However, the Zoning Commission recommended the City Commission increase the maximum attached garage square footage to be 1,600 square feet.

Use of the PUD zoning district allows for the proposal of unique development standards, per OCCGF §17.20.2.040 Establishment and purpose of districts, which states:

“A Planned Unit Development district is a special type of zoning district that is proposed by the developer to account for a desired mix of uses. Each district is unique and therefore has its own set of development standards which are documented in the approval.”

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 is appropriate to establish PUD zoning and adopt similar development standards for the subject property.

The PUD zoning district classification is subject to depiction of proposed building envelopes, setbacks, and special development standards. The proposed development standards for the development are attached. The proposed development standards for the PUD have underlying R-1 Single-family suburban standards, and will be compatible with the surrounding neighborhoods.

Land 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 consistent with the surrounding area. Staff recommended to the Zoning Commission to also prohibit Home Occupations, but the Zoning Commission recommended the City Commission allow Home Occupations as per §17.20.7.070.

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 which are attached as Findings of Fact – Zoning Map Amendment.

Amended Plat: 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.

Lots shown on the draft amended plat range in size from ±37,126 square feet to ±43,063 square feet. The proposed amended plat would decrease the density to seven lots.

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 76-3-608 MCA. The governing body shall issue written findings of fact that weigh the criteria in of 76-3-608(3) MCA, which are attached as Findings of Fact – Subdivision.

Improvements:

Roadways: The Owner has proposed that Park Garden Lane, which will serve the seven lots, be improved to City standards.

Utilities: 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, stormwater management, and access, including streets and sidewalk, serving each lot proposed, at the owner's expense.

Storm Water Management: A Stormwater Management Plan shall be developed to City standards and shall be submitted to the City Public Works Department for review, and approval, prior to issuance of building permits.

Neighborhood Council Input: The subject property is located in Neighborhood Council #1, which does not meet during the summer. Therefore, information was provided to the council members through the Neighborhood Council Coordinator for individual comment. To date, no comments have been received.

Fiscal Impact:

Because the subject property has already been annexed, the cost of infrastructure improvements has been addressed in the Annexation Improvement Agreement for the Foxwood Estates Subdivision. This Agreement will be reviewed and any necessary changes will be evaluated. The rezone request and amended plat do decrease the amount of lots but create larger lots, which would increase the City's tax base, and would increase revenue.

Alternatives:

If there are justifiable reasons to do so, the City Commission could deny the requested action to the extent allowed in City Code and State Statute. In such case, alternative Findings of Fact must be detailed.

Concurrences:

Representatives from the City's Public Works, Police, and Fire Departments have been involved throughout the review and approval process for this project and will continue throughout the permit approval process.

ATTACHMENTS:

- ▣ Ordinance 3164
- ▣ Ordinance Attachment A
- ▣ Findings of Fact - Zoning Amendment
- ▣ Findings of Fact - Subdivision
- ▣ Aerial Map
- ▣ Zoning Map
- ▣ Amended Plat of Foxwood Estates

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. CASCADE COUNTY, MONTANA, FROM R-1 SINGLE-FAMILY SUBURBAN TO PUD PLANNED UNIT DEVELOPMENT DISTRICT.

* * * * *

WHEREAS, the subject properties, located on the southwest corner of Park Garden Road and Park Garden Lane are presently zoned R-1 Single-family suburban; and

WHEREAS, the property owner, Brett Haverlandt, has petitioned the City of Great Falls to rezone said properties to PUD Planned Unit Development district; and

WHEREAS, the Great Falls Zoning Commission conducted a public hearing on June 27, 2017, to consider said rezoning from R-1 Single-family suburban residential district to PUD Planned Unit Development district and, at the conclusion of said hearing, passed a motion recommending the City Commission 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; and,

WHEREAS, notice of assigning said zoning classification to the subject property was published in the *Great Falls Tribune* advising that a public hearing on this zoning designation would be held on the 15th day of August, 2017, before final passage of said Ordinance herein; and

WHEREAS, following said public hearing, it was found and decided that the zoning map amendment on said property meets the Basis of Decision requirements in the Official Code of the City of Great Falls (OCCGF), Section 17.16.40.030, and that the said rezoning designation be made.

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

Section 1. It is determined that the herein requested rezoning meets the criteria and guidelines cited in Mont. Code Ann §76-2-304, and Section 17.16.40.030 of the OCCGF.

Section 2. That 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, be rezoned to PUD Planned Unit Development district, subject to the setbacks, and other development standards attached hereto as Attachment A, and by this reference made a part hereof, as well as all other applicable regulatory codes and ordinances.

Section 3. Where the OCCGF regulations apply to a specific zoning district, the R-1 Single-family Suburban district regulations shall apply to the properties within the PUD.

Section 4. All uses listed in Article 17.20.3, Exhibits 20-1, 20-2, and 20-3 of the Official Code of the City of Great Falls (OCCGF) as permitted or conditionally permitted in the R-1 zoning district are allowable uses within the PUD, with the exception of the following uses which are prohibited:

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

Section 5. This ordinance shall be in full force and effect thirty (30) days after its passage and adoption by the City Commission.

ACCEPTED by the City Commission of the City of Great Falls, Montana on first reading July 18, 2017.

ADOPTED by the City Commission of the City of Great Falls, Montana on second reading August 15, 2017.

Bob Kelly, Mayor

ATTEST:

Lisa Kunz, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

Sara Sexe, City Attorney

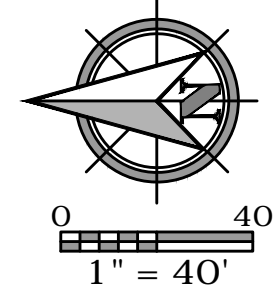
State of Montana)
County of Cascade : ss
City of Great Falls)

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 City Commission, Ordinance 3164 in three conspicuous places within the limits of said City to-wit:

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

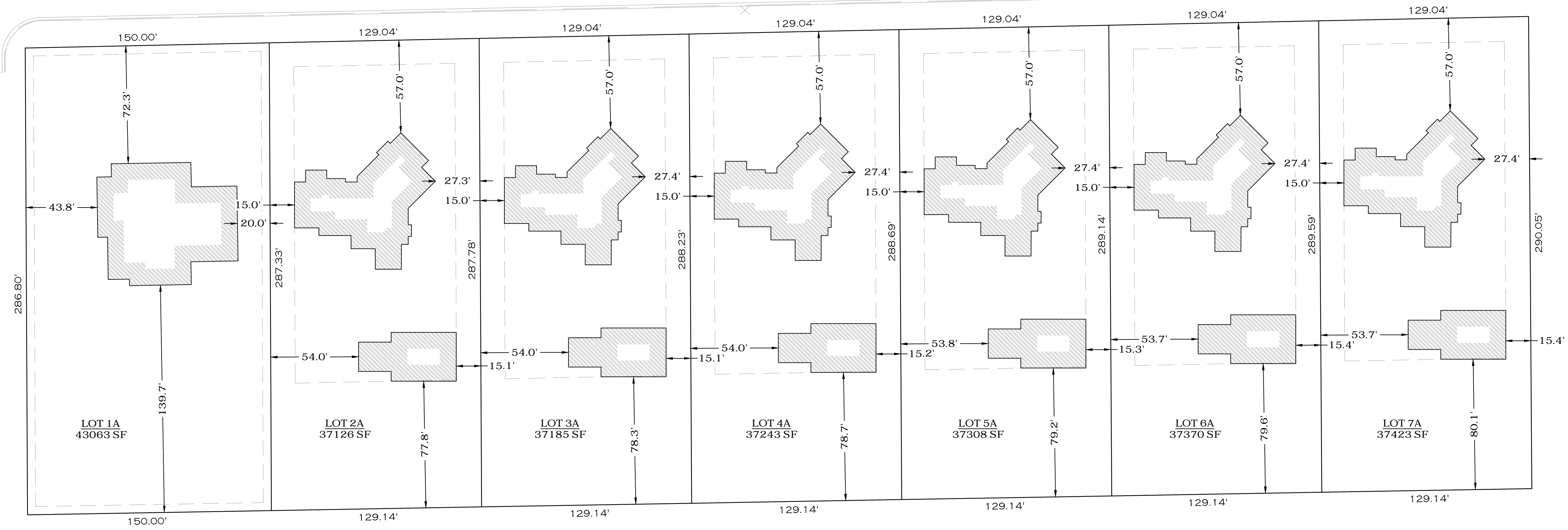
Lisa Kunz, City Clerk

(CITY SEAL)



Foxwood Estates Subdivision		
Standard	Proposed PUD	R-1
Residential density	-	-
Minimum lot size for newly created lots	21780 sf	15000 sf
Minimum lot width for newly created lots	90 feet	90 feet
Lot proportions for newly created lots (maximum depth to width)	3.1:1or <	3.1:1or <
Maximum building height of principal building	35 feet	35 feet
Maximum building height of detached garage	24 feet but not higher than principal building	24 feet but not higher than principal building
Maximum building height of other accessory structures and buildings	12 feet	12 feet
Minimum front yard setback	20 feet	30 feet
Minimum rear yard set back	20 feet for lots less than 150 feet in depth, 25 feet for lots 150 feet in depth and over	20 feet for lots less than 150 feet in depth, 25 feet for lots 150 feet in depth and over
Minimum side yard set back	Principal building: 15 feet each side; accessory building: 2 feet each side provided the front of the building is at least 50 feet from the front lot line	Principal building: 15 feet each side; accessory building: 2 feet each side provided the front of the building is at least 50 feet from the front lot line
Maximum lot coverage of principal and accessory buildings	Corner lot: 40% Other types: 30%	Corner lot: 40% Other types: 30%
Accessory Building Square Footage (Maximum)	3000 sf	
Maximum attached garage	1600 sf	
Landscaping	Standard boulevard + 5 trees	

PARK GARDEN RD



PRELIMINARY - NOT FOR CONSTRUCTION

WOITH ENGINEERING, INC.
ENGINEERS & SURVEYORS
P.O. BOX 7326, GREAT FALLS, MONTANA 59406

FOXWOOD ESTATES SUBDIVISION
GREAT FALLS, MT

PUD SUBMITTAL

JOB #:	1592
FB:	####
DRAWN:	DMW
DESIGN:	KTS
QA:	####
DATE:	07/06/17
DESCRIPTION	
DATE	

COPYRIGHT © WOITH ENGINEERING, INC., 2017

FINDINGS OF FACT – ZONING MAP AMENDMENT

Foxwood Estates Subdivision, located in the Government Lot 2 of Section 23, Township 20 North, Range 3 East, PM, City of Great Falls, Cascade County, MT

PRIMARY REVIEW CRITERIA:

The basis for decision on zoning map amendments is listed in Official Code of the City of Great Falls §17.16.40.030, of the Land Development Code. The recommendation of the Zoning Commission and the decision of City Commission shall at a minimum consider the following criteria:

1. The amendment is consistent with and furthers the intent of the City's growth policy.

The proposed rezoning is consistent with the overall intent and purpose of the 2013 City Growth Policy Update. This project strongly supports the Social and Physical portions of the Growth Policy, specifically the goals and principles to; 1) encourage a safe, adequate and diverse supply of housing and fair housing opportunities in the City; and 2) encourage a balanced mix of land uses through-out the City. The Growth Policy identifies that the City needs balanced, compatible growth.

Additional supportive Policies that this project is consistent with include:

Social - Housing

- Soc1.4.1 Work with the private sector and non-profits to increase housing opportunities in the city;
- Soc1.4.2 Expand the supply of residential opportunities including single family homes, apartments, manufactured homes and assisted living facilities;
- Soc1.4.3 Encourage, promote and support adequate and affordable home ownership in the City;
- Soc1.4.6 Encourage a variety of housing types and densities so that residents can choose by price or rent, location and place of work; and
- Soc1.4.13 Protect the character, livability and affordability of existing neighborhoods by ensuring that infill development is compatible with existing neighborhoods.

Physical - Land Use

- Phy4.1.3 Create a balanced land use pattern that provides for a diversity of uses that will accommodate existing and future development in the City; and
- Phy4.1.4 Foster the development of safe, walkable neighborhoods, with a mix of uses and diversity of housing types.

2. The amendment is consistent with and furthers adopted neighborhood plans, if any.

Great Falls is separated into nine Neighborhood Councils. There are no adopted Neighborhood Plans for any of the Councils within the City. The subject property is located in Neighborhood Council #1. Neighborhood Council #1 does not meet in the summer months, therefore, information has been sent out to the Council through the Neighborhood Council Coordinator for individual comment. No comments have been received from the Council members to date.

3. The amendment is consistent with other planning documents adopted by the City Commission, including the river corridor plan, transportation plan and sub-area plans.

The Long Range Transportation Plan addresses several goals and objectives of the Growth Policy Update. This project is consistent with those goals and therefore is consistent with the Long Range Transportation Plan as well as other planning documents adopted by the City Commission.

4. The code with the amendment is internally consistent.

The proposed rezoning is within the city limits.

5. The amendment is the least restrictive approach to address issues of public health, safety, and welfare.

Any development within the City limits requires City review, including review of how the development will impact the public health, safety and welfare. At the time that this project was initially annexed and received City zoning, it went through said review.

6. The City has or will have the financial and staffing capability to administer and enforce the amendment.

Completion of the full project proposal, contingent on rezoning, will have beneficial financial impact for the City due to the creation of seven oversized lots for property taxes to be assessed on. There is adequate staffing to administer and enforce the amendment.

FINDINGS OF FACT – MONTANA SUBDIVISION AND PLATTING ACT

Foxwood Estates Subdivision, located in the Government Lot 2 of Section 23, Township 20 North, Range 3 East, PM, City of Great Falls, Cascade County, MT

(PREPARED IN RESPONSE TO 76-3-608(3) MCA)

PRIMARY REVIEW CRITERIA:

Effect on Agriculture and Agricultural Water User Facilities: The amendment to the subdivision is located within the City limits and is not currently being used for agricultural purposes. The subject property was annexed and subdivided in October of 2008. Thus, the proposed amendment to the subdivision will not interfere with any agricultural irrigation system or present any interference with agricultural operations in the vicinity.

Effect on Local Services: Lots in the subdivision will be required to connect to City utilities. The occupants of the single-family homes, within the subdivision, will pay regular water and sewer charges, and monthly storm drain charges.

The subdivision is currently receiving law enforcement and fire protection service from the City of Great Falls. Providing these services to the subdivision, is expected to be a manageable cost to the City and increased tax revenues from improved properties may cover increased costs.

The Owner will have the responsibility to bring Park Garden Lane to City standards.

Effect on the Natural Environment: The subdivision is not expected to adversely affect soils or the water quality or quantity of surface or ground waters. Surface drainage from the subdivision will flow to a proposed storm system for the subdivision which the design will be reviewed, and approved by, the Public Works Department

Effect on Wildlife and Wildlife Habitat: There is existing development surrounding the proposed property, and this is not in an area of significant wildlife habitat beyond occasional grazing deer or migrating fowl. This subdivision will not result in closure of public access to hunting or fishing areas, or public lands.

Effect on Public Health and Safety: Based on available information, the subdivision is not subject to abnormal potential natural hazards such as wildfire, avalanches or rockslides; nor potential man-made hazards such as high voltage power lines, high-pressure gas lines, high traffic volumes, or mining activity.

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

The subdivision meets the requirements of the Montana Subdivision and Platting Act and the

surveying requirements specified in the Uniform Standards for Monumentation, and conforms to the design standards specified in the local subdivision regulations. The local government has complied with the subdivision review, and approval procedures, set forth in the local subdivision regulations.

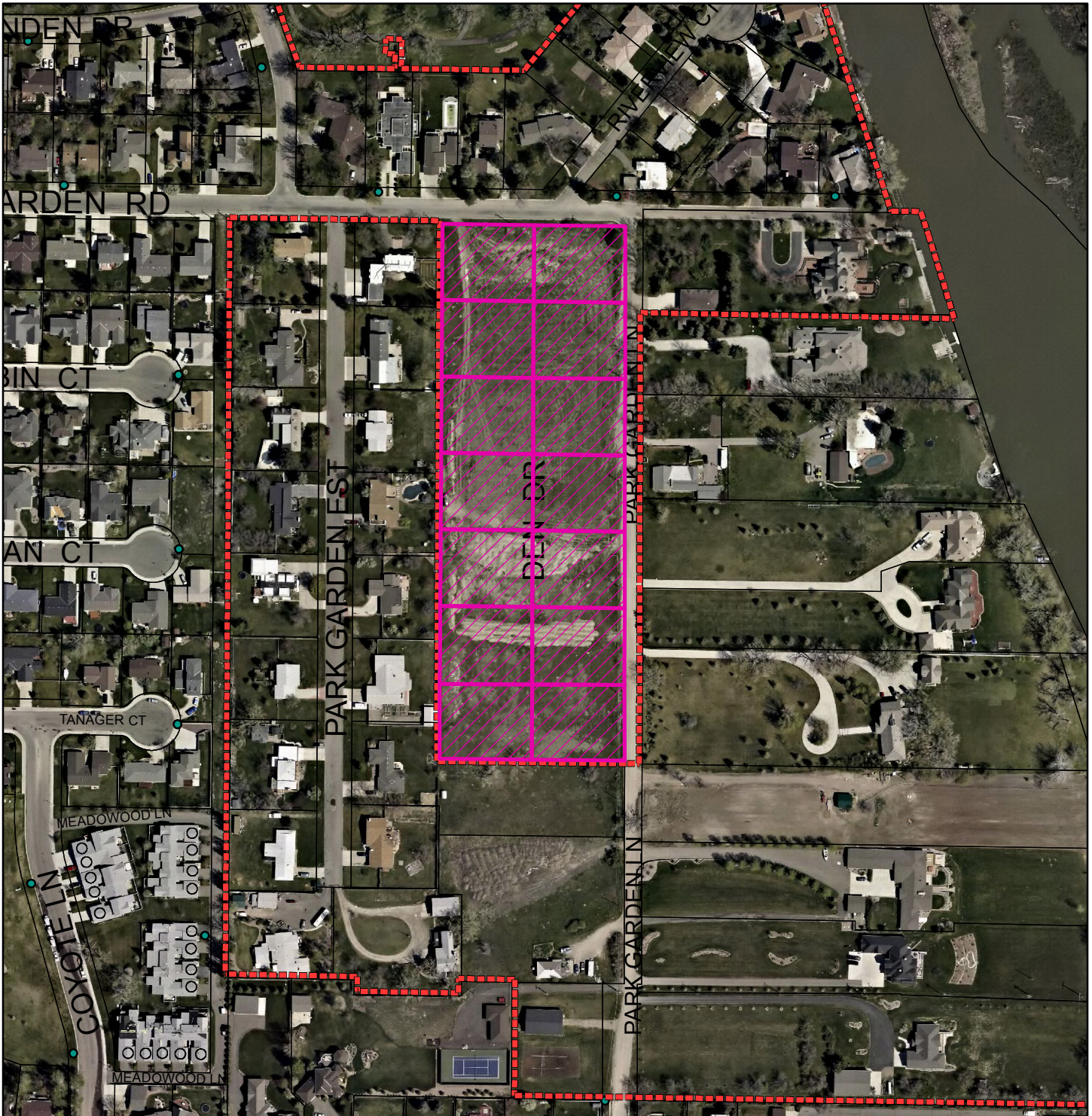
EASEMENT FOR UTILITIES




The developer shall provide necessary utility easements to accommodate water mains, sanitary sewer mains, and private utilities to serve all lots of the subdivision.

LEGAL AND PHYSICAL ACCESS

Legal and physical access to the proposed lots will be Park Garden Road. After this road has been brought to City standards, it will be maintained by the City of Great Falls, after construction is completed, after final acceptance of the improvements by the City.

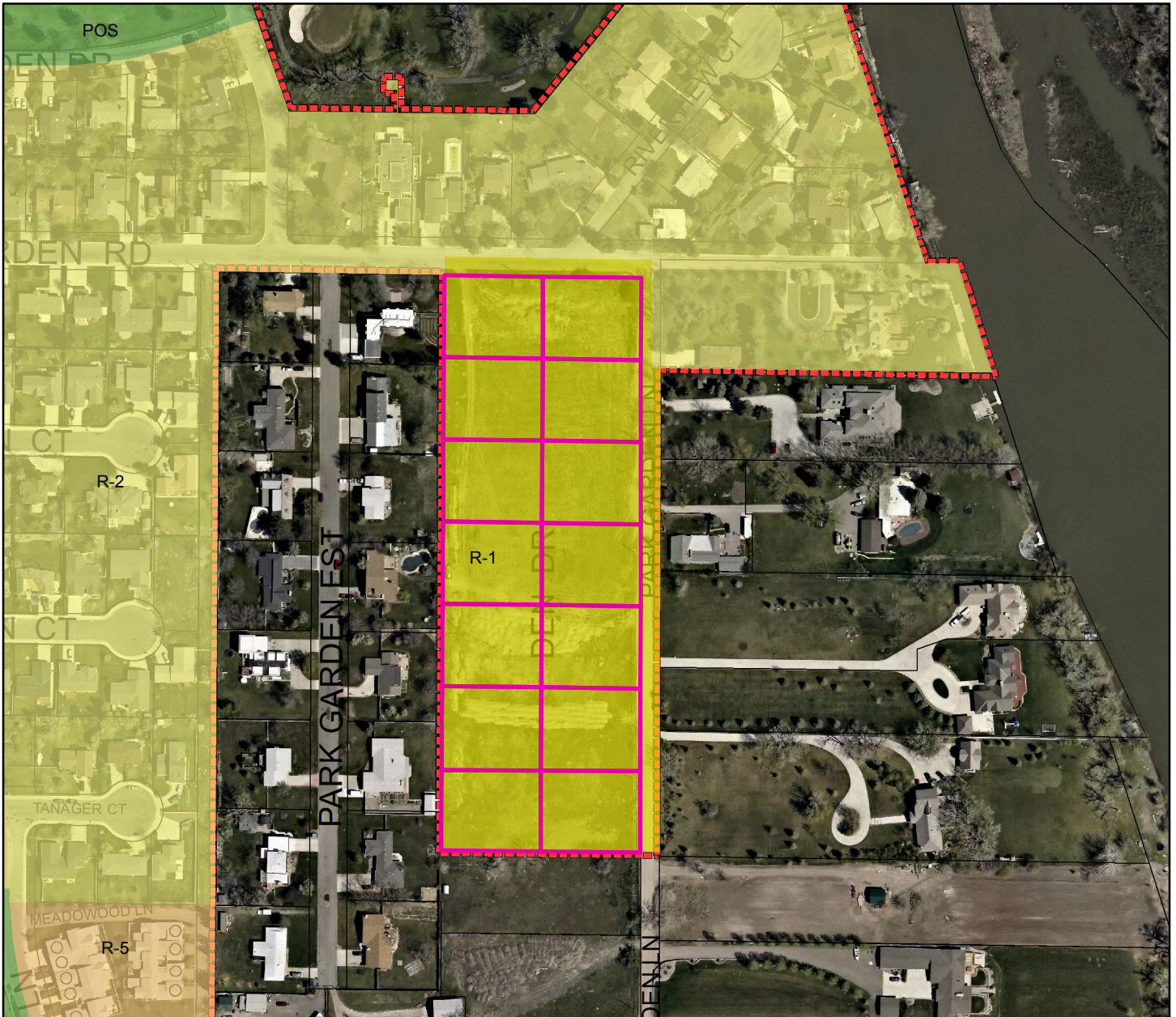
AERIAL MAP



-  Foxwood Estates
-  City Limits
-  Tracts of Land



ZONING MAP

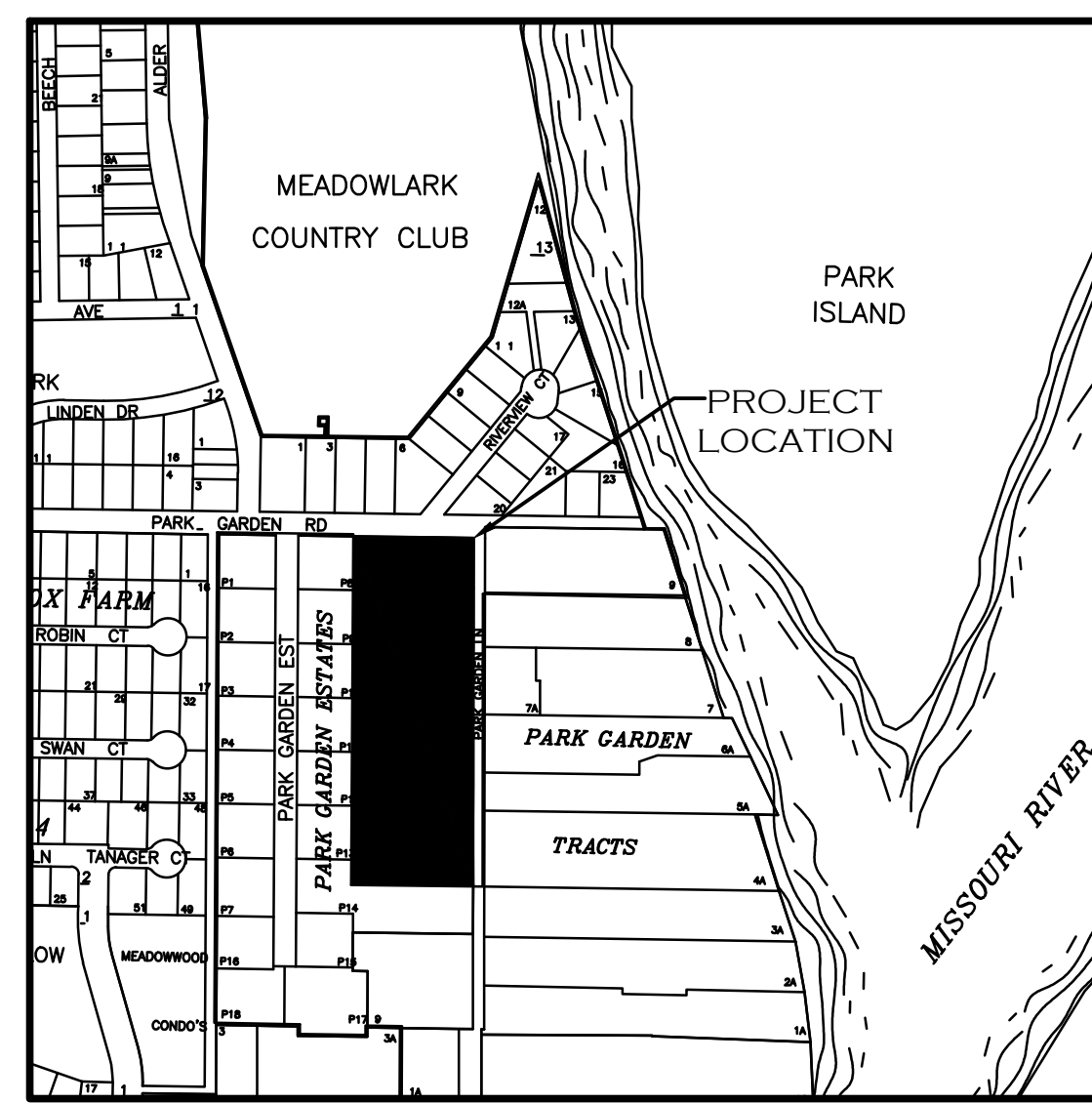


- Foxwood Estates
- City Limits
- Tracts of Land
- R-1 Single-family Suburban
- R-2 Single-family Medium Density
- R-5 Multi-family Medium Density
- POS Parks and Open Space

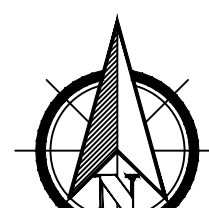


**AMENDED PLAT OF
FOXWOOD ESTATES SUBDIVISION
AN ADDITION TO THE CITY OF GREAT FALLS, MT
LOCATED IN GOVERNMENT LOT 2 OF SECTION 23, T.20N., R.3E., P.M.MT,
CASCADE COUNTY, MONTANA**

THE PURPOSE OF THIS AMENDED PLAT IS TO AGGREGATE
A BLOCK OF 14 LOTS INTO A BLOCK OF 7 LOTS AND TO ABANDON THE ACCESS
AND UTILITY EASEMENTS ASSOCIATED WITH THE ORIGINAL 14 LOT SUBDIVISION



VICINITY MAP



0 50
1" = 50'

BASIS OF BEARING

BASIS OF BEARINGS FOR THIS SURVEY IS EAST LINE OF THE FOXWOOD ESTATES SUBDIVISION AS FILED IN THE OFFICE OF THE OF THE CLERK AND RECORDER OF CASCADE COUNTY, MONTANA.

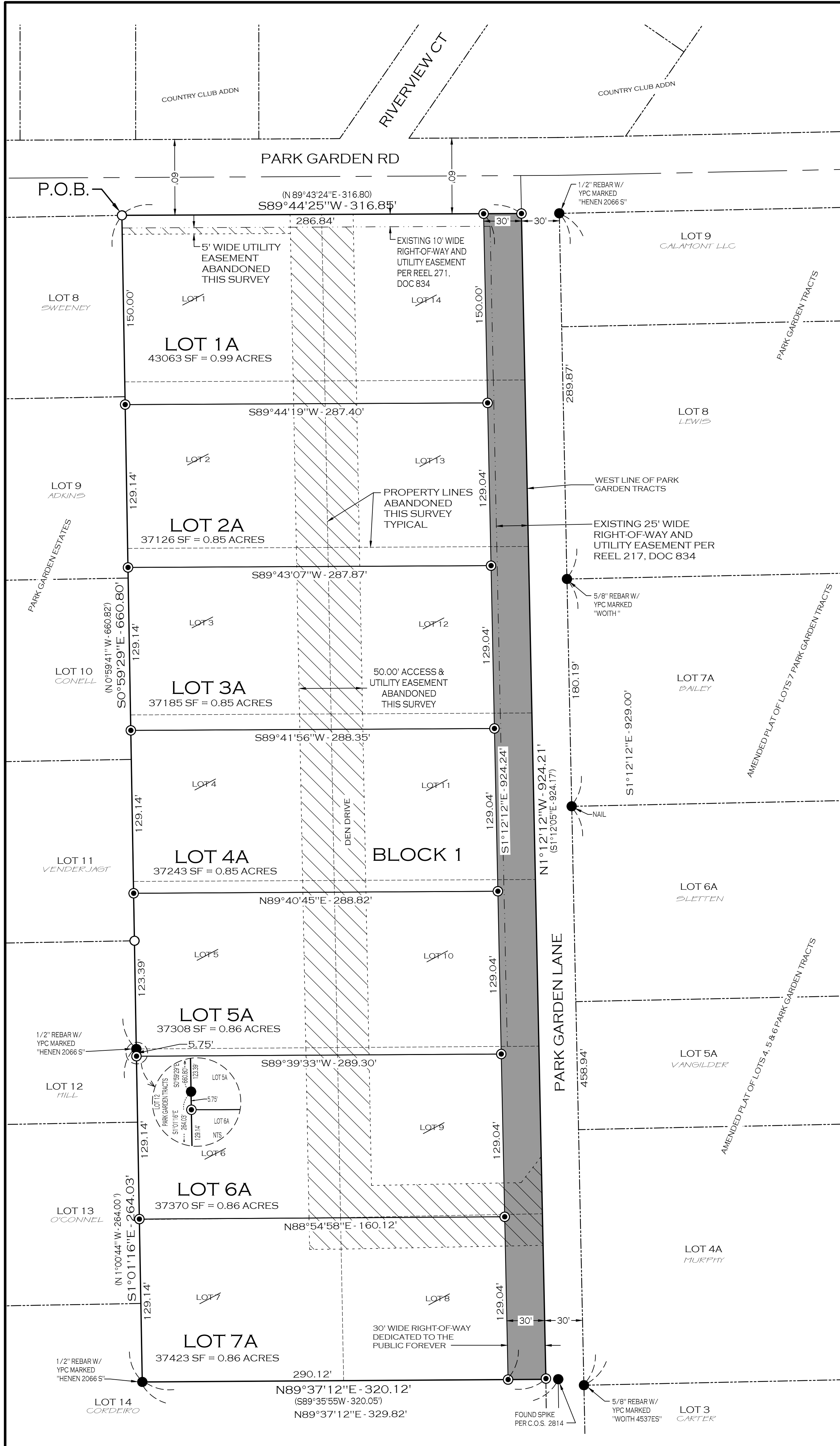
AREA

LOT 1A	43,063 SF = 0.99 ACRES
LOT 2A	37,126 SF = 0.85 ACRES
LOT 3A	37,185 SF = 0.85 ACRES
LOT 4A	37,243 SF = 0.85 ACRES
LOT 5A	37,308 SF = 0.86 ACRES
LOT 6A	37,370 SF = 0.86 ACRES
LOT 7A	37,423 SF = 0.86 ACRES
STREET	27,745 SF = 0.64 ACRES
TOTAL	294,462 SF = 6.76 ACRES

NOTE:
IT IS NOT THE INTENT OF THIS AMENDED PLAT TO IDENTIFY ALL EASEMENTS OF RECORD, EASEMENTS OF SITE AND RECORD MAY EXIST THAT ARE NOT SHOWN HEREON.

LEGEND

- PLAT EXTERIOR BOUNDARIES
- NEW PROPERTY LINE
- - - - STREET CENTERLINE
- - - - ABANDONED PROPERTY LINE
- - - - EXISTING PROPERTY LINE
- ▨ ABANDONED EASEMENT
- - - - DIMENSION LINE
- P.O.B. POINT OF BEGINNING
- SET A 5/8" DIAM. X 24" LONG REBAR WITH BLUE PLASTIC CAP MARKED 'SIDOR 39515'
- FOUND 5/8" DIAM. REBAR NO CAP
- FOUND PROPERTY MONUMENT AS NOTED
- () RECORD MEASUREMENT FOXWOOD ESTATES SUBDIVISION - P-2008 - 46 PL
- SF SQUARE FEET
- NTS NOT TO SCALE



CERTIFICATE OF DEDICATION

I, THE UNDERSIGNED PROPERTY OWNERS, DO HEREBY CERTIFY THAT I HAVE CAUSED TO BE SURVEYED AND PLATTED INTO LOTS, BLOCKS AND STREETS AS SHOWN BY THE ATTACHED AMENDED PLAT, THE TRACT OF LAND TO BE KNOWN AS THE AMENDED PLAT OF FOXWOOD ESTATES SUBDIVISION AN ADDITION TO THE CITY OF GREAT FALLS, LOCATED IN THE GOVERNMENT LOT 2, SECTION 8, T20N, R4E, P.M. MT, CASCADE COUNTY, MONTANA, MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF PARK GARDEN ESTATES; THENCE S0°59'29"E, A DISTANCE OF 660.80 FEET TO A POINT; THENCE S1°01'16"E, A DISTANCE OF 264.03 FEET TO A POINT, THE PRECEDING TWO COURSES BEING ALONG THE EAST BOUNDARY OF SAID PARK GARDEN ESTATES; THENCE N89°37'12"E, A DISTANCE OF 320.12 FEET TO A POINT; THENCE N1°12'12"W, A DISTANCE OF 924.21 FEET ALONG THE WEST BOUNDARY OF PARK GARDEN TRACTS TO A POINT ON THE SOUTH RIGHT-OF-WAY OF PARK GARDEN ROAD; THENCE S89°44'25"W, A DISTANCE OF 316.85 FEET ALONG SAID RIGHT-OF-WAY TO THE POINT OF BEGINNING, CONTAINING 6.76 ACRES.

THE LAND INCLUDED IN THE 30 FOOT WIDE STRIP ADJACENT TO AND WEST OF THE EAST BOUNDARY THE AMENDED PLAT OF FOXWOOD ESTATES SUBDIVISION IS HEREBY GRANTED AND DONATED TO THE USE OF THE PUBLIC FOREVER.

I HEREBY CERTIFY THAT THIS AMENDED PLAT IS EXEMPT FROM REVIEW AS A SUBDIVISION, PURSUANT TO SECTION 76-3-207(1)(f), MCA. AGGREGATION OF PARCELS OR LOTS WHEN A CERTIFICATE OF SURVEY OR SUBDIVISION PLAT SHOWS THAT THE BOUNDARIES OF THE ORIGINAL PARCELS HAVE BEEN ELIMINATED AND THE BOUNDARIES OF A LARGER AGGREGATE PARCEL ARE ESTABLISHED. A RESTRICTION OR REQUIREMENT ON THE ORIGINAL PLATTED LOTS OR ORIGINAL PLATTED PARCELS CONTINUES TO APPLY TO THESE AREAS. THIS AMENDED PLAT IS SUBJECT TO ZONING REGULATIONS AND THE SURVEYING REQUIREMENTS OF SECTION 76-3-401 MCA.

I FURTHER CERTIFY THAT THIS AMENDED PLAT IS EXCLUDED FROM REVIEW BY THE DEPARTMENT OF ENVIRONMENTAL QUALITY PURSUANT TO RULE 17.36.605(3), ARM. AGGREGATIONS OF PARCELS ARE NOT SUBDIVISIONS SUBJECT TO REVIEW, EXCEPT THAT AN AGGREGATION IS SUBJECT TO REVIEW UNDER 76-4-130, MCA, IF ANY PARCEL INCLUDED IN THE AGGREGATION HAS A PREVIOUS APPROVAL ISSUES UNDER TITLE 76, CHAPTER 4, PART 1, MCA.

BRETT HAVERLANDT

STATE OF MONTANA)
 :SS
COUNTY OF CASCADE)

ON THIS _____ DAY OF _____, 2017, BEFORE ME, A NOTARY PUBLIC, IN AND FOR THE STATE OF MONTANA, PERSONALLY APPEARED, BRETT HAVERLANDT, KNOWN TO ME TO BE THE PERSON WHO EXECUTED THE FOREGOING CERTIFICATE OF DEDICATION AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME.

SEAL

NOTARY PUBLIC, STATE OF MONTANA
RESIDING AT GREAT FALLS, MONTANA
MY COMMISSION EXPIRES _____

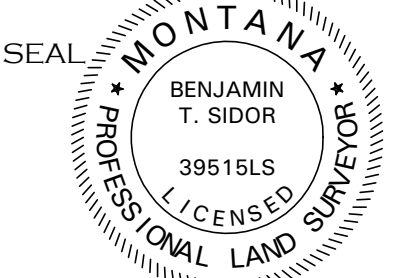
PRINT NOTARY PUBLIC NAME

CERTIFICATE OF SURVEYOR

I, BENJAMIN T. SIDOR, PROFESSIONAL LAND SURVEYOR, MONTANA REG. NO. 39515, DO HEREBY CERTIFY THAT IN MARCH, 2017 I SURVEYED THE TRACT OF LAND SHOWN ON THE ATTACHED AMENDED PLAT OF FOXWOOD ESTATES SUBDIVISION AN ADDITION TO THE CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA, AND DESCRIBED IN THE CERTIFICATE OF DEDICATION, AND THAT THE SURVEY WAS MADE IN ACCORDANCE WITH THE PROVISIONS OF TITLE 76, CHAPTER 3, PART 4, MCA.

SEAL

BENJAMIN T. SIDOR, PLS
MONTANA REG. NO. 39515



CERTIFICATE OF GREAT FALLS PLANNING BOARD

WE, THE UNDERSIGNED, R. NATHAN WEISENBURGER, PRESIDENT OF THE SAID GREAT FALLS PLANNING BOARD, GREAT FALLS, CASCADE COUNTY, MONTANA, AND CRAIG RAYMOND, SECRETARY OF SAID GREAT FALLS PLANNING BOARD, DO HEREBY CERTIFY THAT THE ACCOMPANYING AMENDED PLAT OF FOXWOOD ESTATES SUBDIVISION AN ADDITION TO THE CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA, HAS BEEN SUBMITTED TO THE SAID GREAT FALLS PLANNING BOARD FOR EXAMINATION BY THEM AND WAS FOUND BY THEM TO CONFORM TO LAW AND WAS APPROVED AT A MEETING HELD ON THE _____ DAY OF _____, 2017.

ATTEST:

R. NATHAN WEISENBURGER, PRESIDENT, GREAT FALLS PLANNING BOARD CRAIG RAYMOND, SECRETARY, GREAT FALLS PLANNING BOARD

CERTIFICATE OF PUBLIC WORKS DIRECTOR

I, JIM REARDEN, PUBLIC WORKS DIRECTOR FOR THE CITY OF GREAT FALLS, MONTANA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE ACCOMPANYING AMENDED PLAT OF FOXWOOD ESTATES SUBDIVISION AN ADDITION TO THE CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA, AND THE SURVEY THAT IT REPRESENTS, AND I FIND THE SAME CONFORMS TO THE REGULATIONS GOVERNING THE PLATTING OF LAND AND TO PRESENTLY PLATTED ADJACENT LAND, AS NEAR AS CIRCUMSTANCES WILL PERMIT AND I DO HEREBY APPROVE THE SAME ON THIS _____ DAY OF _____, 2017.

JIM REARDEN, PUBLIC WORKS DIRECTOR, CITY OF GREAT FALLS, MONTANA

CERTIFICATE OF CITY COMMISSION

I, GREGORY T. DOYON, CITY MANAGER OF THE CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA, DO HEREBY CERTIFY THAT THIS THE AMENDED PLAT OF FOXWOOD ESTATES SUBDIVISION AN ADDITION TO THE CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA, WAS DULY EXAMINED AND APPROVED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS AT ITS REGULAR MEETING HELD ON THE _____ DAY OF _____, 2017.

GREGORY T. DOYON, CITY MANAGER, CITY OF GREAT FALLS, MONTANA

CERTIFICATE OF AVAILABILITY OF MUNICIPAL SERVICES

I, GREGORY T. DOYON, CITY MANAGER OF THE CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA, DO HEREBY CERTIFY THAT THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, FOUND THAT ADEQUATE MUNICIPAL FACILITIES FOR THE SUPPLY OF WATER AND DISPOSAL OF SEWAGE AND SOLID WASTE ARE AVAILABLE TO THE ABOVE DESCRIBED PROPERTY, NAMELY, THE FACILITIES OF THE CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA, AND THAT THIS CERTIFICATE IS MADE PURSUANT TO SECTION 76-4-125(2)(d) PURSUANT TO SECTION 76-4-127, MCA, THEREBY PERMITTING THE CLERK AND RECORDER OF CASCADE COUNTY, MONTANA TO RECORD THE ACCOMPANYING PLAT. DATED THIS _____ DAY OF _____, 2017.

GREGORY T. DOYON, CITY MANAGER, CITY OF GREAT FALLS, MONTANA

CERTIFICATE ACCEPTING A CASH DONATION IN LIEU OF PARK DEDICATION

I, GREGORY T. DOYON, CITY MANAGER OF THE CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA, DO HEREBY CERTIFY THAT THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, MADE THE FOLLOWING ORDER AT A REGULAR MEETING HELD ON THE _____ DAY OF _____, 2017, TO-WIT: "THE CITY COMMISSION FOUND NO NECESSITY DUE TO THE SIZE AND LOCATION OF THE PROPOSED RESIDENTIAL SUBDIVISION FOR THE SETTING ASIDE OR DEDICATION OF ANY PARK OR PLAYGROUND WITHIN THE PLATTED AREA OF THE AMENDED PLAT OF FOXWOOD ESTATES SUBDIVISION AN ADDITION TO THE CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA. IT IS HEREBY ORDERED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA, THAT A CASH DONATION IN THE SUM OF \$ _____ BE ACCEPTED FOR THE PARK FUND IN LIEU OF THE LAND THAT WOULD HAVE BEEN DEDICATED IF A DEDICATION WERE MADE, IN ACCORDANCE WITH SECTION 76-3-621(4), MCA". DATED THIS _____ DAY OF _____, 2017.

GREGORY T. DOYON, CITY MANAGER, CITY OF GREAT FALLS, MONTANA

CERTIFICATE OF COUNTY TREASURER

I, JAMIE BAILEY, COUNTY TREASURER OF CASCADE COUNTY, MONTANA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE RECORDS COVERING THE AREAS INCLUDED IN THE ACCOMPANYING AMENDED PLAT OF FOXWOOD ESTATES SUBDIVISION AN ADDITION TO THE CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA AND FIND THAT THE TAXES ON THE SAME HAVE BEEN PAID FOR THE LAST FIVE YEARS. DATED THIS _____ DAY OF _____, 2017.

JAMIE BAILEY, CASCADE COUNTY TREASURER

WOITH ENGINEERING, INC.
ENGINEERS & SURVEYORS
P.O. BOX 7326, GREAT FALLS, MONTANA 59406

JOB NO.: 1532
F.B.N.O.: GPS
FILE: 1531-PLAT1701002
DRAWN: GC
DATE: 5-17



Item: Public Hearing on Resolution 10192, “A Resolution to Create Great Falls Special Park District Number 1 for The Purpose of Providing Certain Maintenance, Purchasing, and Improvement Services for City-Owned Facilities, Land, and Equipment under the Responsibility and Care of the City of Great Falls Parks and Recreation Department; and Providing for Other Matters Properly Relating Thereto.”

From: Patty Rearden, Interim Parks and Recreation Director

Initiated By: Joseph Cik, Assistant City Attorney

Presented By: Patty Rearden, Interim Parks and Recreation Director

Action Requested: Conduct a public hearing and deny Resolution 10192

Public Hearing:

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

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission deny Resolution 10192.”

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

Staff Recommendation:

City staff recommends the Commission conduct a public hearing and vote to deny Resolution 10192.

Background:

In November 2016, the Great Falls City Commission adopted the Great Falls Parks and Recreation Master Plan. The Plan identified many deficiencies in the Great Falls Parks and Recreation maintenance practices and lack of adequate staffing. These deficiencies were a result of lack of adequate funding for the Great Falls Parks and Recreation Department.

In response to the deficiencies identified in the Master Plan, staff began to develop a timeline for the creation of a special park district for the City. The proposed Great Falls Special Park District No.1, would generate revenue to cure the deficiencies identified in the Master Plan. On June 6, 2017, the Great Falls City Commission adopted Resolution 10191. Please refer to the staff report on Resolution

10191 for a more detailed historic background on this issue. Resolution 10191 was a resolution of intent to create the proposed special park district pursuant to Montana State law. The adoption of Resolution 10191, and the publication of said adoption, triggered a statutory 60 day protest period that began June 9, 2017. The protest period ended August 9, 2017.

Mont. Code Ann. §7-11-1008(5) states:

(5)

(a) At the hearing provided for in 7-11-1007, the governing body shall consider all protests.
(b) If the protest is made by the owners of property in the proposed district to be assessed for:

(i) 50% or more of the cost of the proposed program or improvements, in accordance with the method or methods of assessment, further proceedings may not be taken by the governing body for at least 12 months; or

(ii) more than 10% but less than 50% of the cost of the proposed program or improvements, in accordance with the method or methods of assessment, and if the governing body decides to proceed with proposing the district, the governing body shall order a referendum in accordance with 7-11-1011.

(c) In determining whether or not sufficient protests have been filed in the proposed special district to prevent further proceedings, property owned by a governmental entity must be considered the same as any other property in the district.

(d) The decision of the governing body is final and conclusive.

(e) The governing body may adjourn the hearing from time to time.

Notices of this public hearing were published in the *Great Falls Tribune* on June 9, and 16, 2017. Pursuant to the above cited statute, the Commission is required to consider all protests in deciding to proceed with the creation of a special purpose district. This public hearing allows for residents to provide additional support for, or opposition to, the creation of Great Falls Special Park District No. 1.

However, as of the date of the creation of this staff report, 5614 forms have been returned, and the percentage of protest of the cost of the assessment is 21.3%. Staff will provide the final results of the 60 day protest during its presentation before the public hearing. Because the protest of the cost of the assessment is higher than 10% and lower than 50%, staff recommends, and the Commission is legally required, to deny Resolution 10192.

The next step in the process, if the Commission still wishes to proceed with the creation of the subject special purpose district, is for the Commission to direct staff to develop a Resolution that would refer the question of creation to the Great Falls electorate. A Resolution would need to be approved and passed by to February 20, 2018. Pursuant to Mont. Code Ann. §13-1-504, the question must be submitted to the regular school election day, which is the first Tuesday after the first Monday in May. If held, the election would be on May 8, 2018. All qualified resident electors of Great Falls may vote on the question, and the results of the vote are not based on the cost of the assessment. Staff respectfully requests Commission direction on this issue.

Alternatives:

Pursuant to Mont. Code Ann. §7-11-1008, there is no legal alternative to staff's recommendation.

ATTACHMENTS:

- Resolution 10192

RESOLUTION NO. 10192

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, CREATING THE CITY OF GREAT FALLS PARK DISTRICT NUMBER 1 FOR THE PURPOSE OF PROVIDING CERTAIN MAINTENANCE, PURCHASING, AND IMPROVEMENT SERVICES FOR CITY-OWNED FACILITIES, LAND, AND EQUIPMENT UNDER THE RESPONSIBILITY AND CARE OF THE CITY OF GREAT FALLS PARKS AND RECREATION DEPARTMENT; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO.

WHEREAS, the City of Great Falls, Montana (the “City”) is a municipality duly organized and existing under and by virtue of the constitution and laws of the State of Montana; and

WHEREAS, the City Commission (the “Commission”) is authorized by Montana Code Annotated (MCA), Title 7, Chapter 11, Part 10, to create special districts to serve the inhabitants of the special district; and

WHEREAS, the City Commission finds that the creation of a special park district is necessary to provide funding for the effective implementation of the Great Falls Park and Recreation Master Plan; and

WHEREAS, in accordance with MCA Section 7-11-1007, the City Commission conducted a public hearing on June 6, 2017, at the Civic Center, 2 Park Drive South, Commission Chambers Room 206, Great Falls, Montana, at 7:00 p.m., regarding the intent of the City to create a special district in the form of a City-wide park; and

WHEREAS, pursuant to MCA Section 7-11-1007, the City Commission adopted Resolution No. 10191 on June 6, 2017, (the “Resolution of Intention”) declaring its intention to create a special district to be known as the City of Great Falls Park District Number 1 (the “District”) for the purpose of providing services including but not limited to: (1) maintenance, repair, replacement, upkeep, installation, improvement, operational enhancement, construction, reconstruction, acquisition of land, and/or (2) implementation of measures required to maintain public health and safety or meet legal or regulatory requirements; and/or (3) purchasing, replacing, and/or maintaining equipment, tools or vehicles used to carry out the functions described herein, and/or (4) any other functions, labor, supplies and/or materials necessary for management and maintenance of City-owned facilities, lands and equipment under the responsibility and care of the City of Great Falls Parks and Recreation Department including but not limited to: public parks and park areas (as described in the City of Great Falls Park and Recreation Master Plan), recreation facilities, trails, open space, urban forest, medians, boulevards, pathways, sidewalks, public easements and other facilities which are located in the city limits and/or are owned by the City (collectively, the “Services and Improvements”); and

WHEREAS, pursuant to the Resolution of Intention, the City Commission declared the estimated costs of the Services and Improvements and declared its intention to finance the costs of the Services and Improvements with assessments against each lot or parcel of land within the district, including the improvements on the lot or parcel, for that part of the cost of the District that its taxable valuation bears to the total taxable valuation of the property in the District; and

WHEREAS, a copy of the notice of passage of the Resolution of Intention was published in the *Great Falls Tribune*, a newspaper of general circulation in Cascade County, on June 9, 2017, and June 16, 2017, in the form and manner prescribed by MCA Section 7-1-4127; and

WHEREAS, a copy of the notice of passage of the Resolution of Intention was mailed to every person, firm, corporation or the agent of such person, firm or corporation having real property within the District listed in his or her name as shown in the tax rolls of the Montana Department of Revenue, at his or her last-known address, on or before the same day such notice was first published. A copy of the notice of passage of the Resolution of Intention was also mailed to those owners of property where the Montana Department of Revenue has not assigned a taxable value. Such notice conformed to the requirements of MCA Section 7-11-1007(3)(c); and

WHEREAS, pursuant to MCA Section 7-11-1008, the City must provide to an owner of property that is liable to be assessed for the improvements in the District within a 60-day period from the date of the first publication of the notice of passage of the Resolution of Intention to make a written protest against the proposed improvements; and

WHEREAS, the protests must be in writing, identify the property in the District owned by the protestor, and be delivered to the City Clerk, who endorsed the date of receipt; and

WHEREAS, _____ protests were filed within the protest period as determined pursuant to MCA Section 7-11-1008. The protests filed represented _____ percent of the total estimated costs of the District and the Services and Improvements to be financed, in accordance with the methods of assessment in the Resolution of Intention; and

WHEREAS, a public hearing was held on August 15, 2017, during a regular meeting of the City Commission; and

WHEREAS, at such hearing the City Commission considered all such written protests regarding the creation of the District;

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

Section 1. Insufficiency of Protests. The City Commission hereby finds that protests against the creation of the District filed during the protest period are insufficient to prevent the creation of the District.

Section 2. Creation of the District. The District is hereby established and created within the City in accordance with the terms of the Resolution of Intention. The findings and determinations made in the Resolution of Intention are hereby ratified and confirmed. A map and description of the boundaries of the District are attached hereto as Exhibits “A” and “B.”

Section 3. Certificate of Establishment. Pursuant to MCA Section 7-11-1013, the City Clerk, or her designee, is hereby authorized to prepare and deliver certified copies of this Resolution to both the Secretary of State and the State of Montana and the Clerk and Recorder of Cascade County and to take any and all other actions necessary in order to receive a Certificate of Establishment for the District.

Section 4. Ratifier. All actions not inconsistent with the provisions of this Resolution heretofore taken by the City and its employees with respect to the creation of the District are hereby in all respects ratified, approved, and confirmed.

Section 5. Repealer. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed, and shall have no further force or effect.

Section 6. No Personal Recourse. No recourse shall be had for any claim based on this Resolution against any City Commission member or the City, nor any officer or employee, past, present or future, of the City or of any successor body as such, either directly or through the City or any such successor body, under any constitutional provision, statute or rule of law or by the enforcement of any assessment or penalty or otherwise.

Section 7. Effective Date. This Resolution shall be in full force and effect from and after its date of adoption.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, this 15th day of August, 2017.

Bob Kelly, Mayor

ATTEST:

Darcy Dea, Deputy City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

Sara Sexe, City Attorney

EXHIBIT "A"

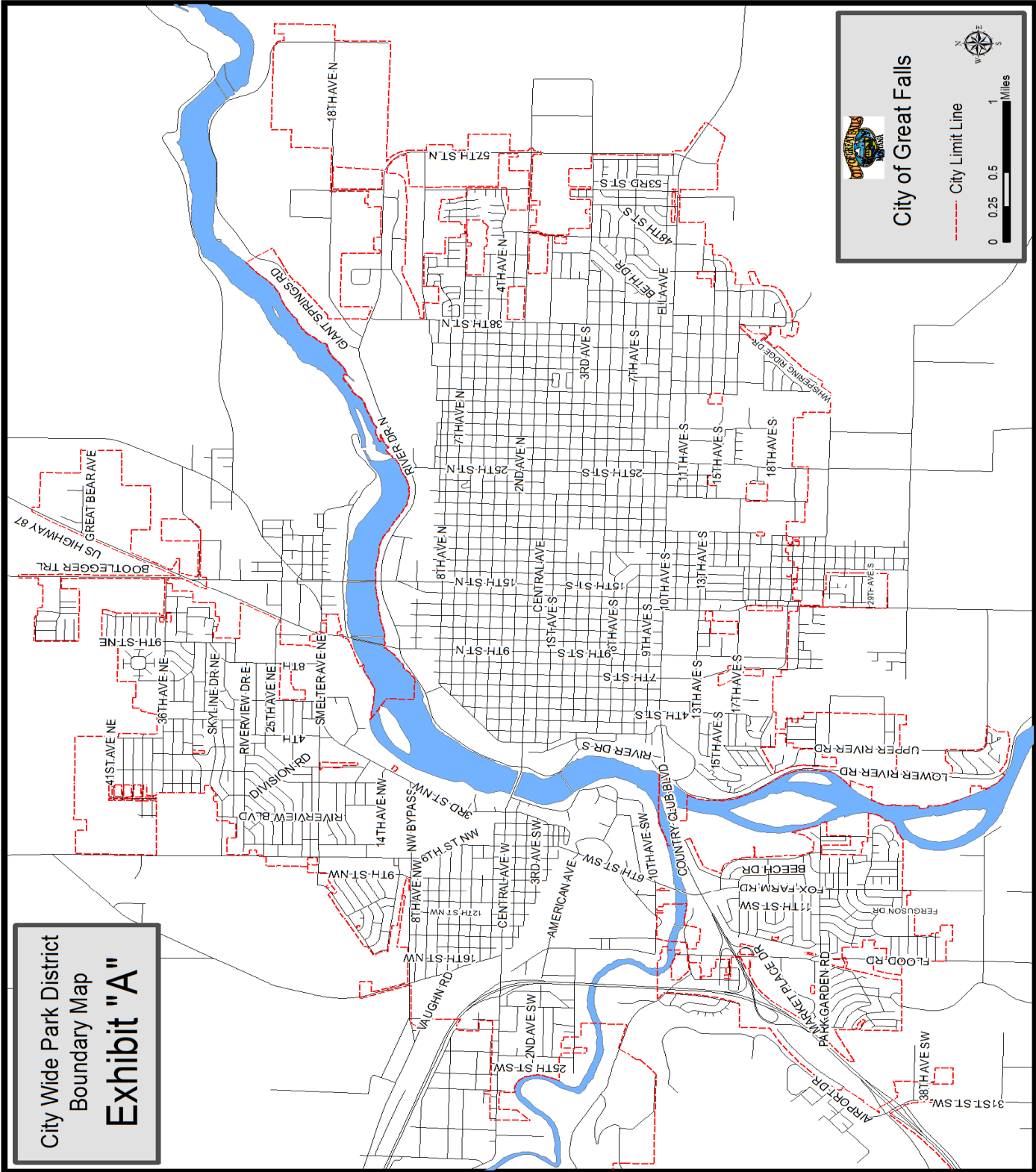


EXHIBIT “B”

The District boundary is described as the incorporated boundary of the City of Great Falls in accordance with City Commission municipal annexation resolutions and municipal annexation ordinances filed in the City of Great Falls City Clerk’s public records as well as all properties later annexed thereto. Parcels within the boundary are the current parcels subject to the City of Great Falls property taxes as shown in the tax rolls of the Montana Department of Revenue and inclusive of those parcels that are exempt from property taxes.



Item: Set Public Hearing to consider Resolution 10201, “A Resolution Conveying Certain Property Located at Lots 1 And 2 of The Airport Minor Subdivision, a Tract of Land Being Tract 1 of Certificate of Survey #2271, Located in The NW1/4 and NE1/4 OF SECTION 21, T20N, R3E, P.M.M., City of Great Falls, Cascade County, Montana, And Establishing a Lease Agreement for City Occupation of The Same,” for September 5, 2017.

From: Sara Sexe, City Attorney

Initiated By: Sara Sexe, City Attorney

Presented By: Sara Sexe, City Attorney

Action Requested: Set Public Hearing for September 5, 2017 to consider Resolution 10201, which would authorize the City to enter into a lease agreement with the Great Falls International Airport Authority(GFIAA) for property located at 3015 Airport Drive, currently housing the Emergency Operations Center and to consider granting the GFIAA a Quit Claim Deed on property.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission set a public hearing to consider Resolution 10201, ‘A Resolution Conveying Certain Property Located at Lots 1 And 2 of The Airport Minor Subdivision, a Tract of Land Being Tract 1 of Certificate of Survey #2271, Located in The NW1/4 and NE1/4 OF SECTION 21, T20N, R3E, P.M.M., City of Great Falls, Cascade County, Montana, And Establishing a Lease Agreement for City Occupation of The Same,’” for September 5, 2017.

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

Staff Recommendation:

Staff recommends that the Commission set public hearing to Resolution 10201 for September 5, 2017.

Background:

On January 15, 1980, the City and County Commissions adopted Resolution 7451 creating a Regional Airport Authority, pursuant to Mont. Code Ann. §67-11-103. On that same date, Resolution 7455 was adopted, abolishing the Great Falls Municipal Airport Authority.

Approximately five years later a community task force was formed to submit a competitive proposal to the Federal Aviation Administration (FAA). The purpose of the proposal was to create an FAA Automated Flight Services Station (AFSS), on the subject property of the proposed lease. That proposal was accepted by the FAA.

Based on the FAA's acceptance of the proposal, the building that currently houses the Great Falls Emergency Operations Center (EOC) was constructed. Despite significant investment into the building and land, the AFSS never became fully staffed, and the full operation of the station never fully materialized. The AFSS then sat vacant for many years, but in 2014 was converted into the City's Emergency Operations Center (EOC). This includes 911 dispatch operations for all of Cascade County.

Separate FAA grant funding was secured to purchase the real property upon which the EOC now sits. Provisions in the signed grant agreement for the purchase of the property included that the airport sponsor (at that time the City of Great Falls and Cascade County) would not, "not sell, lease, encumber or otherwise transfer or dispose of any part of its title or other interests in the property shown [in the application] . . . for the duration of the terms, conditions, and assurances in the grant agreement without approval by the Secretary." Additionally, under FAA Order 5190.6B, "A sponsor is federally obligated to obtain FAA consent to delete any land described and shown on the Exhibit A. [of the Airport's master plan]. FAA consent shall be granted only if it is determined that the property is not needed for present or foreseeable public airport purposes." (Bracketing supplied.)

In 1997, the Great Falls International Airport Authority (GFIAA) began processes to annex real estate operated by the airport into the City. In that process, title to around 1,800 acres was transferred by the City and County to the GFIAA via Quit Claim Deed, and the AFSS building was transferred by the GFIAA and County via Quit Claim Deed to the City. The City and County, as sponsors of the airport at the time, could have requested permission of the United States Secretary of Transportation to release the FAA grant obligations. However, this release was never requested, nor had the AFSS property been removed from Exhibit A to the Airport Master Plan, both required by Chapter 22 of FAA Order 5190.6B, and the grant terms, in order to release the City from the grant obligations.

In 2001, the City and County adopted Joint Resolution 9152 transferring sponsorship of the airport grant assurances to the GFIAA. In 2002, the FAA recognized GFIAA as the airport sponsor.

In early 2016, GFIAA was attempting to aggregate all its property and discovered that the Cascade County Clerk and Recorder's office had the City of Great Falls as record owner of the real property on which the EOC sits, as a result of the 1997 Quit Claim Deed. However, the GFIAA had consistently claimed ownership of the property on the Exhibit A to the Airport Master Plan.

Throughout the course of 2016 and 2017, City, GFIAA and FAA representatives discussed the issue, the FAA grant obligations, and the possibility of releasing the subject property from the grant agreement obligations. Consent of the sponsor would have been required for the FAA to consider granting such release. However, GFIAA, as the airport sponsor, would not agree to the release, indicating that it could not state that the property would not be needed for foreseeable public airport purposes. FAA representatives indicated that as such, the City would not be released from the grant obligations on

the property, i.e. the property could not be owned by the City. Therefore, the City staff focused on obtaining a favorable lease for the property.

The proposed lease is attached to this report and has been signed by the GFIAA Director. The initial term of the proposed agreement is thirty years, with two additional five (5) year renewal options. The rental amount for the initial term is \$104,400 (payable by the City's construction costs of a new roadway in the area). The lease may only be terminated for default within during the first five years and, thereafter, by forty-eight month's written notice by either party. If Airport terminates the lease, it retains all site improvements and shall pay to the City:

1. Any unamortized portion remaining of the Verified costs of the road construction; and
2. A \$2,000,000 Termination Payment if termination occurs within first fifteen (15) years of initial 30 year lease term, or
3. A \$1,000,000 Termination Payment if termination occurs in the second fifteen (15) years of the initial 30 year lease term.

Concurrent with lease execution, GFIAA requires the City to execute a Quit Claim deed to the property, to clear the title of the previously recorded 1997 Quit Claim deed, that the parties did not have authority to give without FAA consent.

A Commission work session was conducted on this matter August 1, 2017. During the work session, a summary of the history of this issue was provided to the City Commission.

Fiscal Impact:

The lease agreement requires that \$104,400 in costs be expended by the City, in the construction of a new roadway in the area. This amount is the consideration for lease payments for the initial thirty year lease term.

Alternatives:

The Commission could not enter into the lease and direct staff to further attempt to obtain FAA approval of the release of grant assurance obligations. Staff does not recommend this alternative.

Concurrences:

City Manager's Office

ATTACHMENTS:

- Resolution 10201
- Res. 10201 Exhibit "A"
- Res. 10201 Exhibit "B"

RESOLUTION NO. 10201

A RESOLUTION CONVEYING CERTAIN PROPERTY LOCATED AT LOTS 1 AND 2 OF THE AIRPORT MINOR SUBDIVISION, A TRACT OF LAND BEING TRACT 1 OF CERTIFICATE OF SURVEY #2271, LOCATED IN THE NW1/4 AND NE1/4 OF SECTION 21, T20N, R3E, P.M.M., CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA, AND ESTABLISHING A LEASE AGREEMENT FOR CITY OCCUPATION OF THE SAME.

WHEREAS, the City of Great Falls, Montana, owns the property legally described above; and

WHEREAS, the City of Great Falls has established an Emergency Operations Center (EOC) on the Property; and

WHEREAS, because of failure of contractual obligations with the Federal Aviation Administration the property was never legally conveyed to the City of Great Falls; and

WHEREAS, the City Commission wishes to continue operations at the EOC and cure the legal deficiencies with the conveyance of the property; and

WHEREAS, the City Commission wishes to enter into a lease agreement with the Great Falls International Airport Authority to accomplish the above listed goals.

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

1. The Great Falls City Mayor is hereby authorized to convey by Quit Claim Deed any ownership interest in the property legally described as, Lots 1 and 2 of the Airport Drive Minor Subdivision, a tract of land being Tract 1 of Certificate of Survey #2271, located in the NW1/4 and NE1/4 of Section 21, T20N, R3E, P.M.M., City of Great Falls, Cascade County, Montana, said Quit Claim Deed is attached hereto as Exhibit "A" and is hereby incorporated herein;
2. The City Manager is hereby authorized to enter in to a lease agreement with the Great Falls International Airport Authority for City Occupation of the above legally described property for the purpose of the continued operation of the City EOC;
3. The terms of said lease agreement are more described in attached Exhibit "A" and by reference are hereby incorporated herein; and
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 5th, day of September, 2017.

Bob Kelly, Mayor

ATTEST:

Lisa Kunz, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

Sara Sexe, City Attorney

RETURN TO: Ward E. Taleff
Taleff & Murphy, P.C.
P. O. Box 609
Great Falls, MT 59403

QUIT CLAIM DEED

THIS INDENTURE is made this ___ day of September, 2017, between the CITY OF GREAT FALLS, MONTANA, a municipality with principal offices located at 2 Park Drive South, Great Falls, Montana 59401, the party of the first part, and THE GREAT FALLS INTERNATIONAL AIRPORT AUTHORITY, 2800 Terminal Drive, Great Falls, Montana 59404-5599, the party of the second part.

WITNESSETH

That the said party of the first part, for and in consideration of the sum of One Dollar (\$1.00) to it in hand paid and other good and valuable consideration by the said party of the second part, receipt of which is hereby acknowledged, does hereby convey, remise, release and forever quitclaim unto the party of the second part all of its right, title and interest in and to the real property situated in the County of Cascade and State of Montana, more particularly described as follows:

Lots 1 and 2 of the Airport Drive Minor Subdivision, a tract of land being Tract 1 of Certificate of Survey #2271, located in the NW1/4 and NE1/4 of Section 21, T20N, R3E, P.M.M., City of Great Falls, Cascade County, Montana.

Prior deed reference: P-2012-000016 PL,

together with all the tenements, hereditaments, and appurtenances thereto belonging, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and also all the estate, right, title, interest, property, possession, claim and demand whatsoever as well in law as in equity, of the said party of the first part, of, in or to the said premises and every part and parcel thereof.

TO HAVE .AND TO HOLD, all and singular the said premises, with the appurtenances thereto belonging, unto the said party of the second part.

IN WITNESS WHEREOF, the said party of the first part has hereunto set its hand and seal the day and year first above.

CITY OF GREAT FALLS, MONTANA

Bob Kelly, Mayor

ATTEST

Lisa Kunz, City Clerk

CITY SEAL

APPROVED FOR LEGAL CONTENT:

Sara R. Sexe, City Attorney



CITY OF GREAT FALLS

AND

GREAT FALLS INTERNATIONAL AIRPORT AUTHORITY

LEASE AGREEMENT

April 1, 2017 - August 30, 2047

Index

1. Property and Term	5
2. Renewal Option	5
3. Permitted Uses and City's Obligations	5
4. Rental Fees	5
5. Termination of Lease, Cancellation, Assignment and Transfer	6
6. Early Termination	6
7. Title to Improvements	7
8. Default	8
9. Remedies Cumulative	8
10. Improvements and Maintenance	8
11. Special Conditions	8
12. Insurance or Risk Pool Indemnity Coverage	9
13. Indemnification	9
14. Liens	9
15. Nondiscrimination	10
16. Entire Agreement	10
17. Mediation	10
18. Attorney Fees	10
19. Governing Law and Venue	10
20. Invalidity	11
21. Waiver	11
22. Effect of City's Holding Over	11
23. Notices	11
24. Binding Effect	11
25. Time of the Essence	11

**CITY OF GREAT FALLS
And
THE GREAT FALLS INTERNATIONAL AIRPORT AUTHORITY
LEASE AGREEMENT**

This Lease Agreement (“Agreement”) is made and entered into as of the 1st day of April, 2017, by and between the Great Falls International Airport Authority, a regional airport authority owning and operating the Great Falls International Airport, 2800 Terminal Drive, Great Falls, Montana 59404 (“the Authority”) and the City of Great Falls, Montana, a municipality with principal offices located at 2 Park Drive South, Great Falls, Montana (“City”).

Whereas, the Authority owns and operates the Great Falls International Airport (“the Airport”) and the property on which it is located; and

Whereas, City owns that certain improvement on the Airport described as the 911 Emergency Communications Center (ECC) which houses the Emergency Operations Center (EOC) and the Emergency Coordination Center (ECoC). The EOC and the ECoC operate for the benefit of the City, Cascade County, Malmstrom Air Force Base, the Montana Air National Guard (MANG), and (to some extent) the Authority; and

Whereas the Authority and the City as public entities have a common interest in cooperating to efficiently utilize public funds and to benefit of the public; and

Whereas the City contends it provides services and benefits to the Authority as part of that cooperative interest, including but not limited to:

1. Supporting the Authority’s public safety officers in their activities pursuant to the Authority’s security and disaster plans;
2. Joint training police and fire exercises for, including preparation of Situation Manual;
3. Fire/rescue services for in-flight emergencies, ground emergencies or airport or aircraft disasters;
4. Fire code enforcement for terminal and other airport property renovations;

5. Assistance with planning and coordination in conjunction with the Local Emergency Planning Committee; and

6. Coordination with street and traffic control for maintenance of City-owned property, including City reimbursement of assessments.

Whereas, the Authority contends it provides services and benefits to the City as part of that cooperative interest, including but not limited to:

1. Performing maintenance, repair, expansion and snow removal of all roads within airport boundaries serving FedEx, MANG and the public's use of airport facilities, including over 360,000 annual commercial service passengers;
2. Performing maintenance, repair, expansion and snow removal of the airport entry road providing access to airport facilities and the ECC;
3. Partnering with the City on maintaining and expanding the missions of MANG located at the Airport, including providing MANG with over 500 acres for their base in exchange for firefighting services;
4. Providing MANG better access by fully funding the entry and exit road expansion and intersection improvements to provide more capacity for the MANG entry and exit gate and the terminal loop exit;
5. Coordination with the City on the closure of Airport Avenue B as part of the Authority's plans, which project will enhance capacity to the MANG intersections while retaining access by local property owners who had used Airport Avenue B;
6. Providing significant economic development to the region, estimated at more than 2,100 jobs and \$250,000,000 annually by the Montana Department of Transportation;
7. Encouraging growth in property tax collections by fostering tenant development at the airport; and
8. Incorporating into its master plan future improvements to the Airport that will benefit the region's citizens.

Whereas, the City has made a substantial investment in the ECC and the parties desire to provide for transfer or disposition of the ECC should certain events occur during the term of this Agreement; and

Whereas, as part of the continuing cooperative interests of the parties the Authority desires to lease to the City, on a long-term basis, that portion of the Airport on which the ECC is located, and the City desires to lease the same from the Authority; and

Whereas, the parties desire to memorialize their agreement in writing.

Now, therefore, it is hereby agreed by and between the parties as follows:

1. Property and Term. The Authority hereby leases to the City the property described on "Exhibit A" attached hereto. This Lease commences as of the date hereof and is for a term of thirty years and six months ("the Initial Term").

2. Renewal Option. If this Agreement is not in default at the expiration of the Initial Term, the City shall have an option to renew this Agreement for two additional five (5) year terms on the same terms and conditions as the Initial Term, except for the rent and renewal term period. Exercise of each option must be made by providing written notice to the Authority not less than six (6) months prior to the expiration of the then applicable term.

3. Permitted Uses and City's Obligations. The premises may be used by the City in its sole discretion for any lawful public purpose.

City agrees that no hazardous or unlawful materials, or fertilizers or explosives, will be permitted in or stored upon the leased premises, other than in the usual course of use and operation of City public safety, emergency and administrative buildings. Except as prohibited by law, the Authority will, upon notice, have reasonable rights of access and inspection to enforce the provisions of this Agreement. For purposes of this Agreement, "hazardous materials" shall mean asbestos or any toxic, dangerous or hazardous waste, substance or material under the Comprehensive Environmental Response, Compensation and Liability Act or the Resource Conservation and Recovery Act, as these laws are now in effect or as may be hereafter amended, or any other federal state or local statute, law, rule, ordinance, regulation or code which addresses such topics.

City agrees to cause to be removed from the leased premises, at City's expense, all waste, garbage and rubbish. City agrees not to deposit the same, except temporarily in connection with the collection for removal, on any part of the leased premises or other Airport property.

City agrees to pay all costs of utilities, maintenance, snow removal and other such services that may be necessary or required in the use, operation or maintenance of the leased premises and all City-owned improvements; provided, however, that City is hereby given the right to connect to electrical utility sources as City deems necessary or as may be required, with such connection to be at City's sole expense and cost.

4. Rental Fees. In exchange for use of the leased premises during the Initial Term, and as sole rent for the leased property, the City agrees to construct for the Authority the new entry road as shown in Exhibit B hereto at a cost to the City not to exceed \$104,400. If the cost to the City to complete the new entry road exceeds that amount, the Authority shall pay to the City the amount of the excess cost provided the City provides the Authority a verified total cost tabulation for the project within ninety (90) days following project completion (“the Verified Costs”). Other than the construction of the new entry road, the City undertakes no responsibility to provide or ensure access to other properties which may be served by the new entry road.

Should this Agreement be terminated prior to expiration of the Initial Term pursuant to Section 6, the Authority shall pay the City the unamortized portion of the Verified Costs as calculated on a straight-line basis over the Initial Term (“the Unamortized Cost Payment”). Such Unamortized Cost Payment shall be due within 60 days of lease termination.

The Rental Rate during any Additional Term shall equal the lowest ground rental rate paid per square foot of leased area by a commercial non-airfield tenant at the time of the Agreement expiration and shall be paid annually in advance of the first business day of February each year. The current rental rate which was used to calculate the term of the lease given the cost of the new entry road, is \$.12 per square _____.

5. Termination, Default, Assignment and Transfer. Absent early termination as permitted herein, this Agreement will terminate at the end of the Initial Term unless the option for an extension is exercised. Upon termination, whether at the end of the applicable term or early termination for any cause or reason, City will have no further right or interest in the leased real property.

The default by a party in the performance of any covenant or agreement required of it under this Agreement and the failure of that party to remedy such default within ninety (90) days following written notice from the non-defaulting party will constitute an act of default under this Agreement that provides a basis for termination unless timely cured.

Failure of a party to declare a termination upon the occurrence of a default or defaults will not operate as a waiver of that or any other default or preclude that party from terminating this Agreement based upon such failure.

City may not assign or transfer this Agreement or sublease the premises without the prior written consent of the Authority, which consent will not be unreasonably withheld.

During each term under this Agreement and upon termination of this Agreement, the City shall retain ownership of the ECC building and site improvements on the leased premises. The disposition of said building and site improvements shall follow the procedures in Section 6. below.

6. Early Termination. For the first five years of the Term, either party may only terminate this Agreement under the provisions below. After the initial five-year period, it is recognized that development of the Airport or the City's future needs may require termination or modification of this Agreement prior to the scheduled expiration date. Therefore, it is agreed by and between the parties that each party shall have the right to terminate this Agreement upon providing forty-eight (48) months' notice if, as to the Authority, in its sole discretion, material portions or the entirety of the leased premises are required for an aviation-related major capital improvement that is depicted on an approved airport master plan, or, as to the City, should conditions arise which in the sole discretion of the City make it advisable to the City to terminate this Agreement.

If termination is caused by the Authority's determination and termination requires removal of all or a portion of the existing ECC or the inability to use the ECC for the City's purposes, then the Authority shall pay to the City a "Termination Payment" of \$2,000,000 if termination occurs within the first fifteen years of the Initial Term I. If the termination occurs based on the Authority's determination, after the first fifteen years of the Initial Term but prior to the expiration date of the Initial Term, the Authority shall pay the City \$1,000,000.

If the City terminates this Agreement within the first fifteen years of the Initial Term the City may salvage the ECC and site improvements and remove them at the City's cost and discretion or attempt to sell them. The City shall retain all proceeds of such salvage, sale or disposal. If the City terminates this Agreement as set forth herein, in its determination the City shall be allowed a period of sixty (60) months to effect a sale or assignment of the ECC and site improvements and the Authority agrees to cooperate with City in its sale or assignment efforts.

In the event of termination by the Authority based on its determination of need for the leased property and upon payment of the indicated amount, the ownership of all permanent site improvements shall vest with the Authority. Any payment based on the Authority's determination to terminate this Agreement prior to its scheduled expiration due to need for the premises are in addition to, and not in lieu of, the Unamortized Cost Payment that may be due under this Agreement.

In the event of termination of this Agreement, all rights and obligations hereunder (with the exception of any undischarged rights and obligations that accrued prior to the effective date of such termination and replacement cost obligations) shall thereupon terminate, and if City is not in default under any of the provisions of this Agreement on the effective date of termination, any prepaid rent by City shall, to the extent allocable to any period subsequent to the effective date of the termination, be refunded to City, within thirty (30) calendar days thereafter.

7. Title to Improvements. Title to any building, facility or permanent improvements on the leased premises shall remain with the City except as herein provided. During the

Term of this Agreement, the City shall have the right to sell the improvements and assign this Agreement pursuant to Sections 5 and 6 hereto. Upon expiration of this Agreement pursuant to the Term and/or Renewal Terms identified in Paragraphs 1 and 2 above, providing the City is not in default, the Agreement has not been terminated, or has terminated based on the Authority's determination of need of the leased premises and the Authority has not made the required payment, the City shall have the option to attempt to negotiate a new lease agreement (the Authority being under no obligation to discuss, negotiate or accept any proposal) or to notify Authority of its intent to sell or remove the improvements on the leased premises. In the event that more than sixty (60) days elapses after expiration or termination of this Agreement and none of the foregoing events or conditions has occurred, title to remaining facilities shall vest in the Authority. This sixty (60) day period may be extended by mutual written agreement, and requests for extension will not be unreasonably withheld by Authority.

8. Default. If either Party fails or refuses to perform or observe any of the covenants contained herein, and such default shall continue for a period of ninety (90) days after the non-defaulting party has notified in writing the defaulting party of the default hereunder, then in any of said cases or events, the parties may, at their option, pursue any other applicable remedy available under the laws of the State of Montana. In the case of City's default, the Authority may, at its option, immediately or at any time thereafter, without demand or notice, enter into and upon said leased property without prejudice to or waiver of any remedy which otherwise might be available. In this connection, it is agreed that failure of either party to declare this lease agreement terminated upon the default of the other for any of the reasons set out be a waiver or estoppel shall not operate to bar or destroy the right of the non-defaulting party to declare this Agreement null and void by reason of any subsequent violation of the terms of this Agreement.

9. Remedies Cumulative. The remedies available herein shall not be deemed exclusive, and either party may, at its option, pursue any other applicable remedy available under the laws of Montana.

10. Improvements and Maintenance. In addition to those currently existing on the real property, the City may make and maintain improvements to the leased premises. Absent application of any other provision of this Agreement, fixtures attached to the leased premises (such as antennae, generators, etc.) will, on termination of the Agreement, remain and become the property of the Authority unless the City removes the fixtures and returns the leased premises to their pre-improved condition, reasonable wear and tear excepted.

City shall throughout the term of this Agreement at its own cost and without any

expense to Lessor, keep and maintain the leased premises in good condition and repair. The Authority shall not be obligated to make any repairs, replacements or renewals of any kind, nature or description whatsoever to the leased premises or any improvements thereon. City further agrees to repair and restore damage to the demised premises caused by the negligence of City, its officers, employees and agents, or any sublessee, tenant or assignee of City and its officers, employees and agents.

11. Special Conditions. City shall comply with all applicable federal, state and local laws, rules and regulations affecting its use of the leased premises, the conduct of its affairs and the safe and efficient operation of the Airport.

With the Authority's prior written consent, and consistent with Authority rules and requirements, City shall have the right to place such signs or advertising in or on the leased premises as City may deem appropriate in the conduct of its business.

12. Insurance or Risk Pool Indemnity Coverage. The City may, at its sole option, obtain insurance or statutory risk pool indemnity coverage for liability for the interests of the Authority in the leased premises.

City will be responsible for obtaining any coverage for City's property and interests under this Agreement. In the event City obtains fire and extended peril coverage for the property of the Authority, the Authority will be included as an additional insured or covered party under any such policy.

In addition to such property coverage as City may procure, City will obtain and maintain during the term hereof the following coverage and in the following minimum amounts:

public liability coverage - \$1,000,000.00
(personal injury and property damage)
premises coverage - \$ 500,000.00

Upon request of Authority, City agrees to provide the Authority with current certificates of coverage naming the Authority as an additional insured under such policy or policies and ensure that such policy or policies, certificate and information contain a thirty-day cancellation notice, the policy number or numbers, dates of coverage, limits of liability and perils covered.

13. Indemnification. To the extent that the law allows, including but not limited to the application of Mont. Code Ann. §2-9-108, the Parties agree to indemnify and hold harmless the other, its directors, agents and employees from all claims, liens, suits and

actions of every name and description brought against them, or any of them, which may result, for or on account of, any injuries or damage received or sustained by any person or property, by or from the acts of the indemnifying party, its agents, servants or employees, in connection with the lease, use or occupancy of the leased premises, unless such injury or damage is caused solely by the actions of the other party, its agents or employees.

14. Liens. The Parties shall keep the leased premises free and clear of any and all contractor's liens and other liens for or arising out of or in connection with any work or labor done, services performed or materials or appliances used or furnished for or in connection with any operations of that Party, including any alterations, improvements, repairs or redecoration which that Party may make or permit or cause to be made on the leased premises.

15. Nondiscrimination. In connection with this Agreement, the Parties agree that no person on the grounds of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin shall be excluded from participation in, denied benefits of or be otherwise subject to discrimination in the performance of this Agreement. The Parties acknowledge that it is the policy of the Department of Transportation that minority business enterprises as defined in 49 C.F.R., Part 23, shall have the maximum opportunity to participate in the performance of agreements as defined in 49 C.F.R. 23.5. Consequently, this Lease is subject to 49 C.F.R., Part 23, as applicable. Furthermore, in the construction of any improvements on, over or under the leased premises and the furnishing of services thereon, no person on the grounds of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability or national origin shall be excluded from participation in, denied the benefits of or otherwise be subject to discrimination. The City shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally-assisted programs of the Department of Transportation, Effectuation of Title VI of the Civil Rights Acts of 1964, and as said Regulations may be amended.

16. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Authority and City relative to the matters referred to herein. All prior negotiations, agreements or understandings are superseded hereby.

17. Mediation. The parties agree to attempt to resolve any dispute, claim or controversy arising out of or relating to this Agreement by mediation conducted through a third party, the identity upon which the parties agree. The parties further agree that their respective good faith participation in mediation is a condition precedent to pursuing any other available legal or equitable remedy, including litigation, arbitration or other dispute

resolution procedures.

18. Attorney Fees. In the event of a dispute or disagreement in regard to this Agreement, including the right to indemnification or the right to attorney fees incurred in seeking indemnification, the prevailing party will be entitled to recover as a cost of suit or action its reasonable attorney fees and costs.

19. Governing Law and Venue. This Agreement is to be construed in accordance with the laws of Montana. Venue for any proceedings hereunder shall be in Cascade County, Montana.

20. Invalidity. The invalidity or ineffectiveness for any reason of any provision of this Agreement shall in no way affect the validity or enforceability of the remaining portion thereof and any invalid or unenforceable provisions shall be deemed severed from the remainder of the Agreement.

21. Waiver. The waiver by the Parties of, or the failure of the Parties to take action with respect to any breach of any term, covenant or condition herein contained, shall not be deemed to be a waiver of such term, covenant or condition as to any other or subsequent breach of same, or any other term, covenant or condition herein contained.

22. Effect of City's Holding Over. Any holding over after the expiration of the term of this Agreement shall be construed to be a tenancy from month to month, at the same monthly rental as required pursuant to the terms of this Lease, and shall otherwise be on the terms and conditions herein specified so far as applicable.

23. Notices. Any notices or demands to be served upon the parties hereto shall be in writing and shall be deposited in the United States mail, sent certified, return receipt requested, addressed to the parties at the addresses first above written or such other place as the parties may hereafter designate in writing.

24. Binding Effect. This Lease shall be binding upon and shall inure to the benefit of the parties hereto and to their respective successors and assigns.

25. Time of the Essence. Time is of the essence of this Agreement, and of each and every provision hereof.

Dated the date and year first above written.

GREAT FALLS INTERNATIONAL

AIRPORT AUTHORITY:

By _____

Its _____

CITY OF GREAT FALLS

Bob Kelly, Mayor

ATTEST:

(Seal of the City)

Lisa Kunz, City Clerk

REVIEWED FOR LEGAL CONTENT*

Sara R. Sexe, City Attorney

*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.



Item: Labor Agreement between the City of Great Falls and the International Association of Fire Fighters, Local #8 (IAFF Local #8)

From: Greg Doyon - City Manager

Initiated By: City Manager's Office/IAFF Local #8

Presented By: Greg Doyon - City Manager

Action Requested: Ratification of the Proposed Collective Bargaining Agreement with the IAFF Local #8

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/deny) the labor agreement between the City of Great Falls and the IAFF Local #8, 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 IAFF Local #8.

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). For this contract, both parties agreed to a new collective bargaining process called, “Affinity”. Three federal mediators visited with the teams on August 2 to provide instructions on the process. On August 3, the mediators monitored the process and provided guidance as necessary. A tentative agreement was reached in a little over four hours.

Please find below a summary detailing changes to the proposed agreement.

Summary of Changes

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

Minor Updates throughout the CBA:

- Grammar, punctuation, spelling
- Montana Code References
- Qualifying events which fall under FMLA
- Wording changes (i.e., “Insurance” to “Risk Pooled Indemnity”)
- Clarifying references
- Legalese
- Clarified GFFR positions that have been added or title changes
 - Deputy Fire Marshal
 - Emergency Manager
 - Department Training Officer
 - Captain Fire Inspector
 - Fire Inspector
- Clarified grievance process and timeframes
- Remove language regarding 24 hour shift as a “pilot program”
- Clarified language regarding shifts (i.e., assigned work, alarm time, night drills)
- Added Temporary Voluntary Special Project Assignment procedure
- Allowance of two (2) members utilizing compensatory time usage or vacation at a time
- Clarifying pay when a firefighter is assigned to the duty of driving fire department vehicles while responding to all emergencies
- Establishing a promotional policy in cooperation with a six person Promotion Policy Committee consisting of three (3) members appointed by the Union and two (2) members appointed by the Fire Chief, and the Fire Chief
- Amending dates for annual vacation selection

There are no financial impacts to these changes.

Significant Contract Adjustments:

Article 11 – Wages

Negotiated wages are reflected on Addendum A. In FY18, the Cost of Living adjustment for exempt employees was 3%. Firefighter contracts were reviewed for comparison purposes and warranted a 2% market adjustment to keep wages competitive with other departments in Montana's Class 1 cities.

Employees shall be paid according to the following pay schedule (monthly):

Ranks	Rank	7/1/2017	7/1/2018
	% X's FF	3% + 2% market	3% + 2% market
Probationary Fire Fighter	FF X's .95	\$3,837.75	\$4,029.64
Fire Fighter (After 6 mos.)*		\$4,039.35	\$4,241.32
Fire Fighter	15%	\$4,645.20	\$4,877.46

First Class			
Engineer	20%	\$4,846.80	\$5,089.14
Lieutenant	27%	\$5,129.97	\$5,386.47
Captain	34%	\$5,412.75	\$5,683.39
Battalion Chief	53%	\$6,180.30	\$6,489.32

Creation of Lieutenant Rank

The Agreement proposes to create the rank of Fire Lieutenant. The rank of Lieutenant falls between Engineer and Captain and is considered an officer of the department who has certain responsibilities and duties commensurate to the rank. Duties include managing programs and projects delegated to them from Captains and Battalion Chiefs, serves as the acting Captain, acts as officer in charge of additional apparatus (should staffing permit or if the department deems another apparatus is needed for disasters or special events).

The Department’s 20+ acting Captains are not receiving enough practical command experience (acting Captain opportunities) prior to being promoted to Captain. The newly created Fire Lieutenant positions would be the only members assigned to these duties in the absence of a Captain and therefore allowing them obtain more direct experience and training prior to promotion. The financial benefit is the elimination of acting Captain pay.

Under the current system, all 20+ acting Captains are eligible to take the Captain’s promotion test. This number of candidates makes preparing, testing and selection of new officers difficult. With the new Lieutenant rank, Senior Officers will now be able to focus their attention on the 8 new Lieutenants to teach skills, knowledge, and ability and allow them to better evaluate the Lieutenant’s performance.

Certification Pay

Certification pay was added into the proposed CBA. Certification pay is an additional compensation for fire fighters who earn and maintain specialized training in GFFR. Certification pay was added for the following credentials: Technical Rescue, Hazardous Materials, Fire Investigator, and Special Services.

Fire Inspector

City Commission added a new Fire Inspector position to the FY2018 budget. Wages are set forth below and required clarification for the “Captain Inspector”.

Position	7/1/2017	7/1/2018 3%
Fire Inspector	\$46,000/yr.	\$47,380/yr.

Captain Inspector

An employee assigned to the Captain Inspector position shall receive a special pay in the amount of \$100/mo.

MEDICAL EXPENSE REIMBURSEMENT PLAN (MERP):

Local #8 requested that the City consider adopting a Medical Expense Reimbursement Plan (MERP) for

retirement purposes. The City agreed to administrator the plan, but not provide any contributions. Addition of the program allows Local #8 members to participate in the Washington State Council of Fire Fighters (WSCFF) Employee Benefit Trust. The program is mandatory and every member must participate. Each month, beginning July 1, 2018, CBA members will have \$75 deducted from their pay as a pre-tax wage deduction. Again, other than the administrative cost associated with the program, the City will not contribute into the plan.

RETROACTIVITY: The signing of this contract will be retroactive to July 1, 2017.

Financial Impact: Wages Year 1 - \$205,025; Year 2 \$188,092 or a total of \$393,117. There will be an estimated savings of \$18,530 for Acting Captain pay. Increases in certification pay are estimated at \$37,814.

Article 26 – Medical Insurance

Any additional premium charges after July 1,2017 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 (proposal keeps coverage status quo first year of contract).

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		
	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)	\$1130.86	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

Financial Impact: The 90/10 cost to the City for FY 2018 is \$56,569. The cost of insurance on base (health insurance premium on base retirement enhancement and capped at \$783) is \$109,451 for the current year.

Article 37 – Wellness-Fitness Program

The FY2018 adopted budget includes an \$35,000 appropriation for occupational health examinations for members. The appropriation offers a more robust process for monitoring and maintaining the health of firefighters and hopefully catch duty related illnesses early.

Financial Impact: \$35,000 annually. Appropriation will likely increase with changes in provider costs and additional staffing in GFFR.

Fiscal Impact:

As noted above.

Alternatives:

City Commissioner could reject proposed changes and direct the City Manager to continue collective

bargaining.

Concurrences:

IAFF Local #8 members voted to ratify the contract language.

ATTACHMENTS:

- Wage increase breakout per position
- Proposed Labor Agreement

Monthly salary

First Year 2018	Monthly	Number	FY 2018		FY 2019	
			5% increase	Yearly increase	5% increase	Yearly increase
	7/1/2017		0.05		0.05	
Probationary Fire Fighter	\$3,655.00	0	\$3,837.75	\$0.00	\$4,029.64	\$0.00
Fire Fighter	\$3,847.00	9	\$4,039.35	\$20,773.80	\$4,241.32	\$21,812.49
Fire Fighter First Class	\$4,424.00	9	\$4,645.20	\$23,889.60	\$4,877.46	\$25,084.08
Engineer	\$4,616.00	16	\$4,846.80	\$44,313.60	\$5,089.14	\$46,529.28
Lieutenant	\$4,616.00	8	\$5,129.97	\$49,341.12	\$5,386.47	\$24,623.86
Captain	\$5,155.00	17	\$5,412.75	\$52,581.00	\$5,683.39	\$55,210.05
Battalion Chief	\$5,886.00	4	\$6,180.30	\$14,126.40	\$6,489.32	\$14,832.72
		63		\$205,025.52		\$188,092.48

First Year 2018 \$205,025.52
 Acting Captain pay savings (added Lt) (\$18,530.74)
 Increase from certifications \$37,814.00
\$224,308.78

Note: New Lieutenant rank added in FY2018.

AGREEMENT
BETWEEN
CITY OF GREAT FALLS, MONTANA
AND
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS,
LOCAL #8
JULY 1, 2017 – JUNE 30, 2019

ARTICLE 1 - PURPOSE OF AGREEMENT

- 1.1 THIS AGREEMENT is entered into by and between the CITY OF GREAT FALLS, MONTANA, hereinafter referred to as the CITY and LOCAL #8, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, hereinafter referred to as the UNION.
- 1.2 It is the purpose of this AGREEMENT to achieve and maintain harmonious relations between the CITY and the UNION, and to establish proper standards of wages, hours and other conditions of employment.
- 1.3 Whenever the male gender is used (i.e., he, him, his), the term shall apply equally to males and/or females.

ARTICLE 2 - RECOGNITION

- 2.1 The CITY recognizes the UNION as the sole and exclusive bargaining agent for the purpose of establishing wages, hours and other conditions of employment for all uniformed members beginning when assigned to a platoon, excluding the Chief, Assistant Chief, Fire Marshal, Deputy Fire Marshal, Emergency Manager and Department Training Officer.
- 2.2 The initial probationary period is nine (9) months from date of hire. Appointments will be made after the successful completion of the probationary period. During a member's probationary period, that member is in an "at-will" employee status and notwithstanding Article 24, may be discharged for any reason or for no reason. Probationary members may not utilize the grievance procedure for disciplinary or discharge actions by the CITY.

ARTICLE 3 - NON-DISCRIMINATION POLICY

- 3.1 The UNION agrees that this AGREEMENT is subject to the Anti-discrimination Policy of the CITY 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, marital status, national origin or public assistance status.

ARTICLE 4 - UNION MEMBERSHIP

- 4.1 No employees shall be required to become a member of the UNION as a condition of employment. To assist the employees covered by this AGREEMENT as a group in meeting the costs of planning, negotiating, and administrating this AGREEMENT, and of protecting them and promoting their interests, each employee as a condition of the continuing employment shall be required to either maintain membership in, or make equal contribution by paying to the UNION a sum equal to the regular UNION initiation fee and regular UNION monthly dues.
- 4.2 Each employee shall have the right to join, not join, maintain or resign his UNION membership. Membership in the UNION shall be separate, apart and distinct from the assumption by each employee of his equal obligation to support financially the costs of collective bargaining from which the employee receives benefits equal to those received by UNION members.
- 4.3 All employees covered by this AGREEMENT will have thirty-one (31) calendar days from the date of the signing of this AGREEMENT to comply with the provisions of Paragraph 4.1 above. Probationary fire fighters who have

completed the Recruit Training Academy or re-hired employees will have thirty one (31) calendar days after the date of confirmation or re-employment in which to comply.

- 4.4 Should the UNION notify the CITY in writing that any employee has not paid to the UNION the sum equal to the regular initiation fee and/or regular UNION monthly dues, it shall be obligatory upon the CITY to terminate said employee not later than five (5) business days following receipt of such notice.
- 4.5 The UNION will defend the CITY against any bona fide law suit instituted by an employee within this collective bargaining unit against the CITY on account of the allegation of improper discharge pursuant to Paragraph 4.4 above.
- 4.6 It is specifically understood that should the CITY be sued, it must immediately give the UNION written notice of said pending law suit so that the UNION will have adequate time to properly investigate and prepare a defense. Further the CITY shall cooperate with the UNION in the defense of said law suit.
- 4.7 The UNION shall have the right to retain an attorney of its own choosing who shall be solely responsible for the handling of the case. If the CITY determines that it desires its own attorney to represent it in the defense, it shall do so at its own cost and expense. The UNION shall maintain the exclusive right to defend, settle, mitigate or litigate or take whatever action it deems proper or necessary with respect to handling this issue in litigation.
- 4.8 The UNION will hold harmless the CITY from any and all claims arising out of said discharge if so adjudicated by a court of competent jurisdiction.
- 4.9 In the event an employee covered by this AGREEMENT is a member of and

adheres to a bona fide religious sect, or division thereof, the established and traditional tenets or teachings of which oppose a requirement that a member of such sector division join or financially support any labor organization, then the provisions of Section 39-31-204, Montana Codes Annotated, shall be applicable.

4.10 The CITY agrees to grant exclusive rights of agency shop and union dues deduction to the UNION and will deduct agency shop and union membership dues from the pay of those employees who individually request in writing that such deductions be made.

The amount to be deducted shall be certified to the employee by the UNION and the monthly aggregate deduction together with a list of employees will be remitted to the UNION'S secretary-treasurer on a monthly basis.

ARTICLE 5 - UNION BUSINESS

5.1 It is understood the UNION shall have the right to use Business Agents, Shop Committees, or Stewards, as representatives, to adjust grievances as they arise or for any other matters which affect or may affect the relationship between the CITY and UNION. The CITY agrees that local Business Agents for the UNION shall be given access, with permission granted by the CITY, to members of the UNION at the places of business of the CITY during hours of operations, for the purpose of ascertaining whether the terms of this AGREEMENT are being observed, and any other matters which affect or may affect, the relationship between the CITY and the UNION.

5.2 The UNION will notify the CITY in writing what representatives (Business Agent, Shop Committee or Stewards) it will use in matters relating to grievances, interpretation of the AGREEMENT or in any other matters which affect or may affect hours, working conditions, wages and the relationship between the CITY

and UNION.

- 5.3 When staffing levels are above minimum, the CITY will allow employees on the UNION'S negotiating team to participate in contract negotiations during their regularly scheduled shift. Employees assigned to a higher rank than Fire Fighter due to a member's participation in contract negotiations while on duty will not receive acting pay.

ARTICLE 6 - MANAGEMENT RIGHTS

- 6.1 In addition to State Law, the CITY 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, and organization; to establish work schedules, assign overtime, discharge for cause, and to perform any inherent managerial functions. The foregoing enumeration of the City Management's rights shall not be deemed to exclude other functions not specifically set forth. The CITY, therefore, retains all rights not otherwise specifically covered by this AGREEMENT, except those provided to the employees by Montana State Collective Bargaining Act, MCA 39-31.

ARTICLE 7 - RULES AND REGULATIONS

- 7.1 The UNION agrees that its members shall comply in full with Fire Department rules and regulations, including those related to conduct and work performance, and as applicable, the City of Great Falls Personnel Policy Manual.
- 7.2 The CITY encourages input from all CITY employees in order to improve its operations; therefore, members of the UNION (through their executive board) are

invited to make suggestions for improvements including changes in proposed rules and regulations. Proposed rules and regulations will be provided for review prior to implementation.

ARTICLE 8 - UNION ACTIVITY

- 8.1 All proper UNION activities shall be protected. The parties recognize that the Fire Department employees have and may exercise all rights guaranteed by the Constitution and Laws of the State of Montana and the Constitution and Laws of the United States of America.

ARTICLE 9 - BULLETIN BOARDS

- 9.1 The CITY shall approve placing of bulletin boards located in the respective Fire Stations, for the posting of notices concerning UNION business and activities.

ARTICLE 10 - GRIEVANCE PROCEDURE

- 10.1 A grievance is defined as a dispute, or difference in interpretation between an employee, or the Union, and the City involving wages, hours, or working conditions. No grievance shall be considered or processed unless it is submitted within twenty (20) business days (defined as Monday through Friday, excluding Holidays) of first occurrence or first knowledge of the event leading to the grievance. Grievances or disputes which may arise, including the interpretation of this AGREEMENT, shall be settled in the following manner:

- STEP 1 A. The immediate supervisor and/or Battalion Chief will investigate, attempt to resolve, and provide written decision regarding any grievances that arise on their platoon. A written decision from the immediate supervisor and/or Battalion Chief will be submitted to both the grievant and the Fire Chief within ten (10) business days from the

Battalion Chief's receipt of the grievance.

B. The CITY shall present claims or grievances it receives in writing to the UNION.

STEP 2 A. If the employee is not satisfied with the immediate supervisor or Battalion Chief's decision, he may reduce the grievance to writing and submit it to the UNION for evaluation. The written grievance shall contain the following information:

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

STEP 3 If in the UNION'S opinion a grievance exists, the UNION (with or without the presence of the aggrieved employee) shall present the written grievance to the Fire Chief within ten (10) business days of receipt of the employee's grievance in Step 2. The Fire Chief then has ten (10) business days to investigate and respond in writing.

STEP 4 After the date of the Fire Chief's response, the Union may request in writing a meeting to present the grievance to the City Manager. This meeting request must be made within five (5) business days after receiving the response from the Fire Chief. This meeting will be conducted within fifteen (15) business days of receipt of the request.

- A. This meeting shall consist of:
 - 1. Fire Chief or his/her designee;
 - 2. Grievant and Union representative; and
 - 3. City Manager or his/her designee.

The City Manager will render his decision within ten (10) business days after the meeting.

STEP 5 Within ten (10) business days after the meeting in Step 4, if the grievance has not been settled, it may be submitted to final and binding arbitration for adjustment as follows.

- A. The party grieving shall notify the other party and the Montana Board of Personnel Appeals that the grievance will be submitted to arbitration. Each party shall alternately strike one (1) name from a list of five (5) names submitted to them by the MT Board of Personnel Appeals. The charging party will strike from the list first. By mutual consent another process can be utilized.
- B. Any grievance involving a monetary issue, including those related to hours and working conditions which could have an apparent economic effect or impact less than five thousand dollars (\$5,000) per grievance shall be subject to final and binding arbitration. Any monetary issue, as defined in the previous sentence, in excess of five thousand dollars (\$5,000) per grievance may be subject to final and binding arbitration only if mutually agreed upon.

C. If the CITY and UNION cannot agree whether a grievance is monetary or the dollar amount thereof, either party may seek an Arbitrator's determination.

D. Arbitrator's Authority: In any case where final and binding arbitration is utilized the arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the terms and conditions of this AGREEMENT, unless those terms and conditions are found to be contrary to applicable law. The Arbitrator shall consider and decide only the specific issue(s) submitted in writing by the CITY and the UNION and shall have no authority to make a decision on any other issue not so submitted. The Arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modify or vary in any way the application of rules, laws, and/or regulations having the force and effect of law.

The expenses of arbitration shall be borne by the two parties equally; however, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

STEP 6 If the CITY does not respond within the prescribed time limits, the

grievance shall be settled in favor of the grievant. If the UNION misses a deadline, the grievance shall be denied.

10.2 Notwithstanding the above provisions related to deadlines, the UNION and the CITY may mutually agree in writing to extend the deadlines set forth in this Agreement at least two business days prior to the expiration of the deadline.

ARTICLE 11 - WAGES

Employees shall be compensated according to Schedule A contained in Addendum 1.

ARTICLE 12 - Shift Schedule

12.1 The Shift shall consist of one 24 hour shift followed by 48 hours off and then an additional 24 hour shift followed by 96 hours off. Shift change will be at 0730 hours. One hour will be required during each shift for physical conditioning.

A. 24-48-24-96 Shift Schedule:

1. Assigned Work, breaks, meals and Alarm time will be set forth and defined below. If emergencies occur during meals, members will receive the remainder of the meal time after the emergency is over.

2. Assigned Work Time, Monday through Sunday:

0730- 1900 – consisting of 11.5 hours of structured work time with two fifteen minute breaks, one hour midday meal and one hour mandatory physical conditioning period.

1900 – 0730 12.5 hours of alarm time.

3. Assigned Work Time: Work duties as assigned by the officers of the Department.

4. Alarm Time Hours: Alarm Time is defined as being that time members

must be at their assigned stations for fires, other emergencies, and life safety issues; and all facilities for rest and rehabilitation are at their disposal.

B. Night Drills - Administration can request members to perform night training during alarm time, on an as needed basis, in order to maintain training requirements. These members will be “flexed” hour for hour alarm time for the hours worked within the same shift when possible. Repayment of this time will be coordinated with the member, Captain and Battalion Chief and forwarded to the Assistant Chief.

C. Customer Service - Administration can request members to perform customer service during alarm time. These members will be “flexed” hour for hour alarm time for the hours worked within the same shift when possible. Repayment of this time will be coordinated with the member, Captain and Battalion Chief and forwarded to the Assistant Chief.

D. Holidays and hours outside the designated work periods shall be Alarm Time.

E. Captain Fire Inspector(s) work period(s) will consist of one of the following schedules selected by the Captain Fire Inspector annually:

- a. Four (4) ten (10) hour days on a rotating basis: Monday through Thursday with four (4) days off, followed by Tuesday through Friday with two (2) days off, excluding holidays;
- b. Four (4) ten (10) hour days, Monday through Thursday, excluding holidays; or

- c. Five (5) eight (8) hour days, excluding holidays.

The Fire Marshal has the ability, in his discretion, to add up to two (2) hours of work per week to the Captain Fire Inspector's schedule when needed.

- d. Captain Fire Inspector's hours worked, compensation and vacations:
 - i. Captain Fire Inspector shall earn comp time, vacation and sick leave hours at the same rate as shift personnel.
 - ii. Captain Fire Inspector shall receive the same compensation as those working a 42 hour work week.
 - iii. Compensatory time usage shall be in accordance with Article 16.3.C.
 - iv. If Captain Fire Inspector is required to work beyond a forty-two (42) hour work week, he/she shall be compensated as outlined in Article 12, subsection 2.
 - v. Captain Fire Inspector will be able to sign up to work extra hire back shifts the same as other members of the department and be compensated as per Article 12.5.
 - vi. Special inspections or events may be assigned and will be included in the 42 hour work week.
 - vii. Captain Fire Inspector will be granted one hour for required physical conditioning on a daily basis as per Article 12.1.

F. Fire Inspector(s) will be in the Public Employees Retirement System, and his work period(s) will consist of one of the following schedules selected by the Fire Inspector annually:

- a. Four (4) ten (10) hour days on a rotating basis: Monday through Thursday with four (4) days off, followed by Tuesday through Friday with two (2) days off, excluding holidays;
- b. Four (4) ten (10) hour days, Monday through Thursday, excluding holidays; or
- c. Five (5) eight (8) hour days, excluding holidays.
- d. Fire Inspectors will receive overtime at time and one-half pay for hours worked in excess of 40 hours per work week;
- e. Fire Inspector's hours worked, compensation and vacations will be provided according to the City of Great Falls Personnel Policy Manual.

12.2 Temporary Voluntary Special Project Assignment:

On agreement with the Administration (Management) and the member(s), the member would be assigned to day-shifts using the same schedule as noted in 12.1 (F) for the Captain Fire Inspector. The member shall be paid the same rate of pay based on his or her rank and tenure. The assignment would be for at least one full week under 12.1(F) and but no more than one calendar month, at which time the member would be reassigned to the regular shift and duties. Examples of special projects are Recruit Training Instructor, Fire Prevention Week Activities, Implementation and training of technical skills from a specially trained instructor to all shifts, and any other projects that require firefighter technical skills.

A member on Temporary Voluntary Special Duty will report directly to the administrator responsible for the project. During this period the member may work trades, hire backs, and respond to call backs, as long as these work periods do not impede project progress.

Extensions necessary to complete the Temporary Voluntary Special Project Assignment may be granted if agreed by the member and administrator.

- 12.3 Call back: Employees required to return to work during their off-duty hours shall be compensated at a rate of time and one-half (1½) their gross hourly rate for the actual hours worked, with a minimum guarantee of two (2) hours, except for employees required to return to appear before any judicial body shall be paid for such time at one and one-half (1½) the employee's gross hourly rate for the actual hours worked, with a minimum guarantee of two (2) hours.
- 12.4 Employees who are required to hold over for more than fifteen (15) minutes after their regular shift ends shall be compensated for such time at one and one-half (1½) times their gross hourly rate, computed to the nearest half (½) hour.
- 12.5 Sufficient personnel shall be maintained on duty and available for response to alarms. Sufficient fire fighter personnel shall be available to provide a minimum of one (1) fire fighter, one (1) driver/operator (or acting driver/operator) and one (1) officer (or acting officer) per front line unit of response to maintain four (4) stations and one Battalion Chief/Shift Commander with a minimum of thirteen (13) personnel. If sufficient personnel are not available to meet these minimum staffing requirements, personnel shall be hired back in accordance to Article 12.5. Units shall not be placed out of service for reasons of insufficient personnel. Management reserves the right to assign any additional personnel as needed.
- 12.6 Hire back: Employees may volunteer to work extra shifts, when offered by the City to fill staffing requirement, and will be compensated at one and one-half (1½) times the employee's gross hourly rate.

- 12.7 Employees will be paid on an hour for hour basis for the following:
- A. Employee agrees to attend off-duty activity at the request of the CITY.
 - B. Employee obtains prior approval of the CITY to attend off-duty activity at the request of the employee.

These activities shall include, but are not limited to: all classroom and field training sessions, and meetings, which are requested by the CITY. The provisions of this section may be altered only by mutual agreement between the Union and the CITY.

ARTICLE 13 - SICK LEAVE

- 13.1 Employees shall earn 8.5 hours of sick leave for each month of service.
- 13.2 An 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 aforementioned;
 - 8. Death in immediate family; and
 - 9. Other FMLA allowed reasons.
- 13.3 Employees are required to follow the following two steps in order to be eligible for payment of sick leave pay:
- A. Report immediately to his Battalion Chief the reason for absence at least one (1) hour prior to shift change.

- B. If the absence is for more than one shift (24 working hours) in length, the employee must keep his Battalion Chief informed of his condition.

13.4 Illness or death in immediate family:

- A. Immediate family shall mean: spouse, children, mother, father, sisters, brothers, grandparents, grandchildren and immediate family of spouse. Administrative staff may approve annual or sick leave to attend the funeral of other relatives and friends. This approval will only occur when not requiring hire backs.
- B. Illness requiring the attendance of the employee: Sick leave for all employees shall be limited to 24 working hours, unless the leave qualifies under FMLA.
- C. Death in the immediate family: Forty (40) hour employees shall use no more than 42 working hours total for death and funeral in or out of state. Shift employees shall use no more than 48 working hours for death and funeral in or out of state.

13.5 Miscellaneous Sick Leave Provisions:

- A. Appointments for medical, optical, and dental care shall be charged to sick leave if it is not possible to schedule these appointments on days off. Only the time actually required for the appointment will be approved.
- B. Maternity leave may be charged against sick leave credits.
- C. Sick leave charges in excess of earned sick leave credits may be charged to earned and available annual leave, or leave without pay at employee's option.
- D. Illness that occurs during an employee's vacation shall be charged to sick

leave if requested and verified before the end of the next pay period.

- E. The Fire Chief or his designee may require appropriate verification and/or a Doctor's release for any absence which is charged to sick leave.

If such verification is requested and not provided, the request for sick leave shall be disallowed.

- F. All other provisions pertaining to sick leave shall be in accord with applicable federal, state and local law.

- G. When an employee has been injured, either on the job or off duty, a copy of the employee's job description must be given to the physician so he/she can make the determination as to whether or not the employee is able to return to work to perform all necessary duties.

- H. The CITY will reimburse the employee for the office co-pay incurred to obtain a Fit for Duty to Return to Work release when required by the CITY for each non-worker's compensation related illness or injury.

- I. Parental leave may be charged against sick leave credits up to one hundred twenty (120) hours regardless of the shift for birth fathers and adoptive parents.

13.6 Sick Leave Donations: If an employee is ill and has exhausted his/her sick leave, vacation leave and compensatory time credits, and needs more time away from work, members of the Union may donate up to eight (8) hours of sick leave to an employee on an individual basis. Requests for donations must be approved by management. If an employee has exhausted all accrued sick leave, vacation leave, and compensatory time, the Employer may permit the employee to be placed on a leave without pay status. The maximum an employee can receive or

donate is one hundred twenty (120) hours in a calendar year.

13.7 FAMILY AND MEDICAL LEAVE

Family and Medical Leave shall be administered:

- A. As referenced in the City of Great Falls Personnel Policy Manual.
- B. As referenced in FMLA laws, rules and regulations.

ARTICLE 14 - INJURY ON DUTY

14.1 Employees unable to work as a result of an injury incurred through reasonable employee acts while in actual performance of City assigned fire fighting, training or equipment testing duties shall be granted leaves of absence with pay. Employees must qualify for Workers' Compensation medical benefits to be eligible for such leave.

14.2 Such injury leave shall extend for a maximum of one year as provided in §7-33-4133, MCA, unless it is determined sooner by competent medical authority approved by the CITY that the employee can return to work and perform any duties throughout the City for which the employee may be capable and qualified. At the discretion of the CITY, the injured employee may be required to submit to a medical examination at any time by a physician selected by the CITY.

14.3 During such injury leave, the CITY shall pay the employee the amount over the Workers' Compensation insurance benefit he is eligible to receive, not to exceed his total regular salary for the period. Such injury leave shall not be charged against the employee's sick leave or vacation. The employee must apply for all benefits for which the employee is eligible as a result of public employment as soon as the employee is eligible.

14.4 An employee who is injured, and is medically able to do so, shall report any

injury within eight (8) hours, followed by a written report within twenty-four (24) hours, to his supervisor, Assistant Chief or designee and shall take such first aid or medical treatment as may be necessary under the circumstances. This clause is intended to be non-punitive.

ARTICLE 15 - LIGHT DUTY/ALTERNATIVE DUTY ASSIGNMENT

- 15.1 Employees on workers' compensation wage loss benefits that have been released to light duty /alternative duty assignment must inform their immediate supervisor, Assistant Chief or designee that he/she is able to report to work for light duty. If an employee fails to notify their immediate supervisor, the employee's workers' compensation benefits will be terminated and the employee will be subject to disciplinary action.
- 15.2 Employees on sick leave, other than injury on duty (I.O.D.), who have been released to light duty, may request assignment to light duty. The Department will endeavor to identify productive light duty assignments for these requests. Priority for light duty assignments will be given for work related illnesses or injury. Job duties/assignments for light duty will be consistent between I.O.D. and injury/sick off duty. If an employee chooses not to return to light duty, he/she will be entitled to use available sick leave in accordance with Article 13.
- 15.3 The light duty /temporary alternative duty assignment shall be in accordance with the restrictions set forth by the employee's treating health care provider.

ARTICLE 16 - HOLIDAYS

- 16.1 Employees shall be granted the following holidays according to State Law and other holidays which may hereafter be declared a State holiday by the appropriate authority.

New Years Day,	Labor Day,
Martin Luther King Day,	Veterans' Day,
Presidents' Day,	Thanksgiving, 4 th Thursday and Friday in November
Memorial Day,	Christmas Day,
Independence Day,	General Election Day

16.2 Holiday time shall be defined as compensatory time accrued by an employee for holidays at the rate of eight and one-half (8½) hours per holiday, except for the Fire Inspector.

16.3 Compensatory time usage:

- A. Employee shall be granted usage of compensatory time in addition to their regular vacation schedule.
- B. The City shall allow a maximum of two (2) members off due to compensatory time usage or vacation at a time.
- C. Employees shall be granted usage of compensatory time at times that the manning of shifts is above minimum staffing levels, except for situations of emergencies requiring callbacks of additional personnel, natural or man-made disasters, threats, or security issues as determined by the Fire Chief or his/her designee.
 - 1. During times that manning of shifts allows an employee to use compensatory time, that employee shall not be responsible to be available to return to work during the compensatory time the employee has been granted.
- D. Employees shall have the right, at their sole discretion, to elect to receive payment for up one hundred sixty (160) hours per fiscal year of the accumulated compensatory time of the employee by requesting for

payment of those hours in writing to the City.

1. The City shall make payment of compensatory time payment requests at the next regular pay period.
2. The maximum number of hours of compensatory time that can be accumulated shall be one hundred sixty (160) hours. Any additional compensatory time earned shall be paid in the pay period in which it is earned.
3. For those employees whose current balance is above 160 hours, their current balance is the maximum amount that can be accrued. Any additional compensatory time earned shall be paid in the pay period it is earned. Once their balance falls below their current level, no additional hours may be accumulated until their balance falls below 160 hours. At that point, 160 hours becomes their new maximum allowed to be accrued.

ARTICLE 17 - UNIFORM ALLOWANCE

- 17.1 Personnel required to wear a uniform other than the "work uniform" will be provided with the required uniform.
- 17.2 All protective gear shall be provided by the CITY.
- 17.3 Uniform articles damaged beyond repair during fire fighting operations shall be replaced by the CITY. Damage to said uniform articles shall be approved and verified by the Battalion Chief prior to replacement.

ARTICLE 18 - SHIFT EXCHANGE

- 18.1 It shall be the policy of the Fire Department to authorize the trading of shifts or partial shifts. Shift trading shall be in compliance with departmental policy. All requests shall be properly filled out and forwarded through the chain of command.
- 18.2 Changes to trade day policies will be brought to and discussed by the

Labor/Management Committee.

ARTICLE 19 - LEAVE OF ABSENCE

- 19.1 It is understood and agreed by the parties hereto that the CITY may grant leaves of absence to employees of up to six (6) months provided, however, that such employee shall not accrue any benefits, including, but not limited to, sick leave, vacation, and compensatory time during such approved leave of absence. Employees must self-pay health coverage premiums while on an approved leave of absence. No leave of absence shall be granted for an employee to accept outside employment, except for training and community involvement. Existing seniority rights will be frozen during the terms of such absence. Said leave is to be granted under the terms and conditions set by the Fire Chief and City Manager.
- 19.2 If an eligible employee requests a leave of absence for one of the reasons identified in the Family and Medical Leave Act of 1993, the CITY will grant the request in compliance with the Act.

ARTICLE 20 - WORKING OUT OF CLASSIFICATION

- 20.1 Any member assigned the duties of a rank higher than his/her current rank shall be entitled to receive the higher pay of the acting position for actual hours worked. This does not apply to the Article on Shift Exchange (Article 18).
- 20.2 Firefighters assigned to the duty of driving fire department vehicles responding to all emergencies shall be considered working above their pay-grade and shall be compensated accordingly.

ARTICLE 21 - PROMOTIONAL TESTING

- 21.1 The UNION shall have a qualified representative of their choosing to observe all

phases of promotional exams (if the representative chosen is a member of the Fire Department, he must be of rank equal to or above the rank being examined). The representative selected by the UNION shall not be compensated by the CITY.

21.2 The City will establish and maintain the Fire Department promotional policy in cooperation with a six person Promotion Policy Committee consisting of three (3) members appointed by the Union and two (2) members appointed by the Fire Chief, and the Fire Chief. The Promotion Policy Committee will be consulted in establishing and revising all policies relating to promotional procedures. This Committee will deliberate and make decisions by consensus. This Committee shall meet at least on a quarterly basis each year.

21.3 The Promotion Policy Committee will be consulted in establishing and revising all policies relating to promotional procedures. This Committee will deliberate and make decisions by consensus. This Committee will be responsible for developing the methodologies and determining the type of promotional exam and study materials for promotional testing. Management will develop the actual test content, based on the study material and type of exam.

ARTICLE 22 - VACATIONS

22.1 Vacation accumulation and usage will be in accordance with State law and department policy.

22.2 Straight departmental seniority (by platoon) shall prevail in selecting vacation times.

22.3 Vacation leave credits for those employees working forty-two (42) hours per week shall be in accordance with the following schedule:

<u>Years of Employment</u>	<u>Credited Hours/Month</u>
1 day through 10 years	10.6
10 years through 15 years	12.6
15 years through 20 years	14.7
20 years on	16.7

22.4 Annual vacation selection period shall begin no later than March 1, and conclude on March 31; the selection period will be April 1 through March 31.

22.5 The City shall allow a maximum of two (2) members off on vacation leave for all shifts selected by the members during the annual vacation selection period, with the following exceptions:

- A. Before the vacation calendar is circulated, the Assistant Chief will notate any scheduled out-of-state training opportunities between January 1 through March 31 for the National Fire Academy. Employees are encouraged not to select vacation dates that fall on these designated training dates, unless absolutely necessary; however, one (1) vacation selection will be allowed during this period.
- B. Once the vacation selection period ends March 31, the Assistant Chief will have first opportunity to select training dates during the period of January 1 through March 31 to accommodate training opportunities, including but not limited to the National Fire Academy. No additional vacation will be granted for the dates selected by the Assistant Chief during the period of January 1 through March 31.

22.6 Scheduled vacation shifts relinquished by members shall be allowed to be made available for members to rescheduled..

A. Rescheduling will begin directly below the member relinquishing the vacation and be completed by straight seniority (by platoon).

22.7 Shifts not selected either during the annual vacation selection or by the Assistant Chief may be allowed to be scheduled by any member on a first-come-first-serve basis upon the approval of the City.

ARTICLE 23 - PERSONNEL REDUCTION

23.1 In the case of a personnel reduction, the employee with the least seniority shall be laid off first. No new employee shall be hired until all laid off employees who retain seniority rights have been given an opportunity to return to work.

23.2 Seniority means the rights secured by non-temporary, full time employees by length of continuous service with the Great Falls Fire Rescue. Seniority shall not be effective until a nine (9) month probationary period has been successfully completed, after which time seniority shall date back to the last date of hire.

23.3 Seniority shall be broken when an employee:

- a. voluntarily terminates;
- b. retires;
- c. is discharged; or
- d. fails to report to work after layoff within thirty (30) calendar days.

ARTICLE 24 - NON-DISCRIMINATION

24.1 No employee shall be discharged except for justifiable cause.

ARTICLE 25 - JURISDICTIONAL DUTIES

25.1 UNION members shall not be required to perform any work that conflicts with the recognized jurisdiction of other unions that represent CITY employees.

25.2 No fire fighters shall strike, recognize a picket line of any labor organization or otherwise refuse to work or slowdown the performance of his work while in the course of his regular and official duties.

ARTICLE 26 - MEDICAL INSURANCE

26.1 The Employer agrees to provide non-occupational health insurance or 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 pooled indemnity coverage 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 pooled indemnity coverage 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 pooled 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 pooled indemnity coverage 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 current contribution rate of \$783/month (Column A below).

Any additional premium charges after 7/1/17 through 7/1/2018 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 additional premium charges after 7/1/2018 will be shared at a provider standard rate with the City paying 90% (ninety percent) of the premium and the employee paying 10% (ten 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		
	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. Effective 7/1/97, the City reserves the right to add to, delete from, or modify the benefit plan, with no obligation to negotiate, and retains the right to delete or modify any or all of the added benefits with no obligation to negotiate.
- b. The City shall be at liberty to make an independent selection of the insurance carrier, including the option of partially or fully self-funding with no obligation to

negotiate.

ARTICLE 27 - JURY DUTY

- 27.1 An employee who is under proper summons as a juror shall collect all fees and allowances payable as a result of the service and forward the fees to the CITY. Juror fees shall be applied against the amount due the employee from the CITY.
- 27.2 An employee may elect to charge the juror time off as annual leave and not remit the juror fees to the CITY. Employees will be required to report back to work, regardless of the time dismissed from jury duty, if not on annual leave.

ARTICLE 28 - HEALTH/SAFETY

- 28.1 The CITY and UNION agree to jointly promote the safe and healthy working conditions, to cooperate in safety matters and to encourage employees to work in a safe manner. To this end, the CITY shall appoint a Fire Safety Advisory Committee, consisting of not more than six (6) members, three (3) of which shall be appointed by and be representative of the UNION.
- 28.2 The Fire Safety Advisory Committee shall be responsible for advising the Fire Chief, City Manager, and City Safety Committee of reasonable safety rules and regulations involving the Fire Department.
- 28.3 The Fire Safety Advisory Committee may investigate matters relating to safety, including Employee and Supervisor Loss Control Reports, and file a written report to the Fire Chief, City Manager, the City's Safety Review Committee, and the Union. The report shall be the basis for recommending preventative measures.
- 28.4 The Fire Safety Advisory Committee may recommend changes or additions to improve protective clothing and equipment.
- 28.5 The Fire Safety Advisory Committee shall keep minutes of all Committee

meetings and a written report shall be prepared for review at the next Committee meeting, with a copy submitted to the Fire Chief.

- 28.6 The sole forum for considering and resolving matters relating to this Article shall be through the Fire Safety Advisory Committee and the Safety Review Committee. This committee shall meet at least on a quarterly basis each year.

ARTICLE 29 - TOBACCO USE

- 29.1 Only those employees hired prior to 10/30/01 will be allowed to use tobacco on-duty in accordance with City policy and State law. Regardless of hire date, employees can use tobacco off-duty at their own discretion.

ARTICLE 30 - SAVINGS CLAUSE

- 30.1 If any provision of this AGREEMENT or the application of such provision should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this AGREEMENT shall remain in full force and effect.
- 30.2 If any Article or Section of this AGREEMENT or any addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by any court or other tribunal of competent jurisdiction, the remainder of the AGREEMENT and the addendum thereto shall not be affected thereby, and the parties to this AGREEMENT shall thereafter enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory substitute for such Article or Section.
- 30.3 Regarding the application the Fair Labor Standards Act (FLSA), parties will be bound by current federal regulations, Volume 29, C.F.R., parts 500 to 599 until revoked. Should such regulations be revoked, then and upon such revocation,

those terms and conditions of this AGREEMENT affected thereby and restricted thereto, shall be renegotiated to comply with the FLSA and/or new regulations issued by the Labor Department.

ARTICLE 31 - SUPPLEMENTAL AGREEMENT

31.1 During the term of this AGREEMENT and any extensions hereof, no collective bargaining shall be had upon any matter covered by this AGREEMENT or upon any matter which has been raised and disposed of during the course of the collective bargaining which resulted in the consummation of this AGREEMENT. This clause shall not be construed to limit, impair or act as a waiver of the UNION'S or CITY'S right to bargain collectively on changes contemplated or effected by the CITY which may affect the basic terms and conditions herein set forth.

31.2 The CITY and UNION acknowledge that during the negotiations which resulted in this AGREEMENT, each had unlimited right and opportunity to make demands and proposals with respect to subject or matters not removed by law from the area of collective bargaining regarding the employees covered by this AGREEMENT.

ARTICLE 32 - MEAL ALLOWANCE

32.1 In the event an employee is required to work more than two (2) hours overtime following a regular shift and for each additional five (5) hours of overtime, he shall be provided a hot meal, or monetary amount, by the City and given a reasonable amount of time to eat.

32.2 Monetary amounts will be as follows, if a meal is not provided by the City:

Morning meal limited to \$ 7.00
Noon meal limited to \$ 7.00
Evening meal limited to \$14.00

ARTICLE 33 - DATA ACCESS

33.1 Employer recognizes the necessity for the Local #8 to have possession of information to maintain the current agreement and prepare for negotiations. Upon request of Local #8, employer agrees to furnish all public information and data requested.

ARTICLE 34 – LABOR MANAGEMENT COMMITTEE

34.1 To enhance communications between Labor and Management there shall be a labor-management committee consisting of no less than four (4) UNION representatives and four (4) CITY representatives. The Committee shall meet at least quarterly.

ARTICLE 35 – LINE OF DUTY DEATH BENEFIT

35.1 If an employee is “killed in the line of duty”, the City agrees to pay the health insurance premium for dependants who are on the plan at the time of his/her death for twenty-four (24) months.

35.2 If an employee is killed in the line of duty, funeral-related costs will be covered by the CITY, up to \$15,000.

The determination as to whether or not an employee was “killed in the line of duty” will be made by the CITY’s workers’ compensation carrier.

ARTICLE 36 – RESIDENCY

36.1 As a condition of employment, all firefighters hired after September 21, 1999, shall be required to maintain their primary residence within a maximum of thirty (30) minutes of Fire Station 1, located at 105 9th Street South, Great Falls, Montana. The Fire Chief or his designee will determine residency compliance utilizing Google Map internet mapping software. In the event this software program becomes obsolete, Management reserves the right to utilize alternate mapping software of its choice after conferring with the Union. New employees

shall be required to comply with residency requirement within one hundred and eighty (180) days of employment with the City of Great Falls.

ARTICLE 37 -WELLNESS-FITNESS PROGRAM

- 37.1 All members of the bargaining unit shall be required to undergo a annual mandatory medical evaluation through the fire department physician selected by the Wellness-Fitness Committee and participate in an annual in-house peer fitness assessment.
- a. The medical evaluation shall meet or exceed the requirements of NFPA 1582 Standard on Medical Requirements for Firefighters and Fire Department Physicians.
 - b. The assessments shall be determined by the Committee.
- 37.2 Members shall receive all tests and exams through the fire department physician as identified and indicated in the medical services agreement with the fire department physician as approved by the Committee.
- a. **Exception:** If a member has received the same test or exam from a physician other than the fire department physician within 12 months of their scheduled Wellness-Fitness medical evaluation, they may provide those results to the fire department physician prior to their scheduled Wellness-Fitness medical evaluation and be exempted from duplicating that particular test or exam for that year.
- 37.3 Only the following records will be provided to the fire department from the fire department physician:
- a. Surveillance/Respirator Fitness for duty form
 - b. Hepatitis B titer results (if applicable)
- 37.4 Other results and medical records will be retained by the fire department

physician and will not be released to the fire department or the City of Great Falls without written permission from the member or the member's estate, or as required by law or court order.

37.5 In the event the fire department physician determines that a member is "not fit for duty", the member may seek an opinion from a qualified physician of his/her choice.

37.6 Four (4) Peer Fitness Trainers will be selected by the Committee. The Peer Fitness Trainers shall be responsible for conducting annual fitness assessments and consultations for all bargaining unit members as assigned by the Committee.

37.7 The costs of the Wellness-Fitness Program medical evaluation and optional follow-up consultation shall be paid for by the CITY.

a. The cost of any tests, exams, and procedures conducted by a physician other than the fire department physician or any additional tests, exams, or procedures not contained in the medical service agreement and recommended by the fire department physician or elected by the member will not be paid by the CITY through the Wellness-Fitness Program, but may be submitted to the CITY's health benefit plan if applicable. The City makes no representation as to whether the health benefit plan will cover these additional costs.

37.8 Employees will be compensated at the Training time rate for the time spent in undergoing testing under this section.

ARTICLE 38 - TERM OF AGREEMENT

38.1 This AGREEMENT shall be effective as of the first day of July, 2017 and shall remain in full force and effect through the thirtieth day of June, 2019. This

AGREEMENT shall be subject to such change or modification as may be mutually agreed upon by the parties hereto.

38.2 If either party wishes to open any part of this AGREEMENT, written notice must be mailed prior to sixty (60) days of the expiration date of this contract. Failure to give sixty (60) days with notice of intent to open, this AGREEMENT will then remain in force for one (1) year from expiration date.

EXECUTED at Great Falls, Montana, this ____ day of _____, 2017.

CITY OF GREAT FALLS, MONTANA

ATTEST:

Lisa Kunz, City Clerk

City Manager

(SEAL OF CITY)

REVIEWED FOR LEGAL CONTENT:

Sara R. Sexe, City Attorney

LOCAL #8
INTERNATIONAL ASSOCIATION
FIRE FIGHTERS AFL-CIOCLC

ATTEST:

President

Secretary-Treasurer

Vice President

ADDENDUM 1

SCHEDULE A

Employees shall be paid according to the following pay schedule (monthly):

Ranks	Rank % X's FF	7/1/2017 3% + 2% market	7/1/2018 3% + 2% market
Probationary Fire Fighter	FF X's .95	\$3,837.75	\$4,029.64
Fire Fighter (After 6 mos.)*		\$4,039.35	\$4,241.32
Fire Fighter First Class	15%	\$4,645.20	\$4,877.46
Engineer	20%	\$4,846.80	\$5,089.14
Lieutenant	27%	\$5,129.97	\$5,386.47
Captain	34%	\$5,412.75	\$5,683.39
Battalion Chief	53%	\$6,180.30	\$6,489.32

The Union agrees to accept reduced wages in exchange for the City to agree to pay one and one-half-time OT for hire back referred to in Article 12.9.

It is agreed that after six months of employment, employees will receive 100% of the base salary of a fire fighter. Employees will not receive an additional increase in base wages upon the successful completion of their probationary period.

*Beginning 7/1/08, EMT-Basic Certification of 2% was added to the Fire Fighter base wage.

CERTIFICATION PAY:

Paramedic certification pay:

1. Fire Fighter Base X's 4.5%
Criteria: 1st increase effective upon the Department Administration receiving proof of Paramedic certification
2. Fire Fighter Base X's 7%
Criteria: Additional 2.5% effective upon the Department Administration receiving proof of successfully completing proctoring requirements (Practicing Paramedic)
3. Members will not receive Paramedic certification pay above the rank of Captain.

The number of Paramedics: maximum of 24, increasing at management's discretion.

Technical Rescue certification pay:

1. Fire Fighter Base X's 1.5%
Criteria: Personnel must be an active member of the GFFR Team.
Number of team members will be limited to twenty (20).

Hazardous Materials certification pay:

1. Fire Fighter Base X's 1.5%

Criteria: Personnel must be a certified Haz Mat Technician.
 Must be an active/practicing member of the GFFR Team.
 Number of team members will be limited to sixteen (16).

Fire Investigator certification pay:

1. Fire Fighter Base X's 1.5%
 Criteria: Personnel must be a practicing investigator of GFFR.
 Number of Fire Investigators will be limited to twelve (12).

Special Services certification pay:

1. Fire Fighter Base X's 1.5%
 Criteria: Personnel providing special services to GFFR.
 Small gas engines, SCBA, Ladder Testing, Extinguishers,
 Hose/Nozzles
 Number of paid positions for each service will limited to one (1).

Fire Inspector:

Fire Inspector will be paid according to the following pay schedule:

		7/1/2017	7/1/2018 3%
Fire Inspector		\$46,000/yr.	\$47,380/yr.

Captain Inspector:

An employee assigned to the Captain Inspector position shall receive a special pay in the amount of \$100/mo.

Engineer:

Engineer requires five (5) years in rank as Fire Fighter 1/C. In addition to the above pay schedule, employees shall be compensated as follows:

LONGEVITY:

\$15.50 per month per year of service.

MEDICAL EXPENSE REIMBURSEMENT PLAN (MERP):

Beginning July 1, 2018, with each monthly payroll, on behalf of the Employee, the Employer shall make monthly contributions on a pre-tax wage deduction for each employee to the Washington State Council of Fire Fighters (WSCFF) Employee Benefit Trust, in the following amounts:

FY19	July 1, 2018	\$75 Employee
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1. This Trust shall remain separate and apart from any Employer retiree health insurance funding program unless changed by mutual agreement of the parties to the agreement.

2. The Employer shall be obligated to make payment of contributions in the amount provided above as set forth by WSCFF Employee Benefit Trust every month for that month's contributions.
3. The Internal Revenue Service codes require all eligible employees to participate; there is no individual election to continue contributions. The Union and the employees agree to hold the employer harmless and indemnify the employer from any and all liability, claims, demands, law suits, attorneys fees, costs and/or losses, damage or injury to persons or property, of whatsoever kind, arising from and in any way related to the implementation and administration of the MERP, including but not limited to penalties, fines and other assessments incurred by the Employer as a result the Employer's activities under this MERP section. The Union and the employees shall be one hundred percent (100%) liable for any and all liabilities that arise out of the MERP. The Union and employees shall be liable for any and all tax penalties, as well as any other liabilities arising out of the implementation and administration of the MERP. Under no circumstances whatsoever will the employer be liable for direct payment of any MERP benefit to the employees and/or retired employees and/or their beneficiaries.

RETROACTIVITY: The signing of this contract will be retroactive to July 1, 2017.



Item: Resolution. 10196, Annual Tax Levy

From: Gregory T. Doyon, City Manager

Initiated By: Taxable Valuation from the Montana Department of Revenue

Presented By: Melissa Kinzler, Fiscal Services Director

Action Requested: Adopt Resolution No. 10196

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (adopt/deny) Resolution 10196.”

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 10196 and finalize the Fiscal Year 2018 Adopted Budget without any adjustments.

Summary:

The City Commission is required to fix an annual tax levy by setting mills to generate property tax revenues to fund city operations. The City received its taxable valuation from the Montana Department of Revenue (MTDOR) on August 4, 2017. With this valuation, the City can now compute and set its annual mill levy.

During the FY18 Budget adoption process, the Fiscal Services Department projected \$2 million in newly taxable property. The projection was based on newly taxable property estimates from the MTDOR and \$840,000 worth of additional tax revenue received in FY 2017. A significant portion of the newly taxable revenue was related to the recent expansion of the Montana Refinery Company (Calumet).

The City recently received from MTDOR a revised taxable revenue figure of \$437,295. The revised figure creates a deficit of \$1,562,705 from the original FY18 revenue projection. However, after conferring with MTDOR, this number may also change depending on the outcome of tax appeals.

In light of the revised figures and an uncertain outcome of pending tax appeals, the City Commission can still proceed with adopting Resolution 10196. There is sufficient General Fund undesignated balance to offset the projected tax revenue loss. After receiving tax payments in FY17, the projected General Fund undesignated fund balance is \$8.4 million, or 29.7% of expenditures. Use of fund balance to offset the revenue would reduce the its balance to \$7,744,572 or 25.2% of expenditures.

Staff recommends adoption of the tax levies as presented and allow any tax appeals or abatements to run their course. If necessary, the City Commission can reconsider any necessary budget adjustment mid-year. This timeframe also provides the City Commission with ample time to review, consider, and prioritize deferred capital and operational needs which may be addressed by the increase General Fund fund balance. Budget adjustments can then be made as necessary with review from city department heads and the public.

Background:

The amount of newly taxable property revenue as reported means that the City will have significantly less tax revenue, \$722,705 less than what was projected. In addition, the City anticipates property assessment appeals/abatement requests which means the City will definitively not know how much of this new projected tax revenue will be available until those appeals/abatement requests are processed.

For example, in Fiscal Year 2016, newly taxable property revenue was certified to be \$822,535, \$727,535 above what was projected in the FY 2016 Budget. The City did not receive this additional revenue until the end of Fiscal Year 2017.

The newly taxable property increases the taxable value per mill from \$89,978 in FY 2017 to \$94,164 in FY 2018. The increase in value also indicates the tax base for the City of Great Falls has expanded.

One immediate benefit to the City's budget is to the Great Falls Public Library. The library receives nine (9) mills under its agreement with the City. With the newly taxable value, this translates into an additional \$37,674 for the library in FY 2018.

Included in the mills are the following:

Debt Service

- 1.74 mills for soccer park debt service payments (small decrease from the prior year)

The annual soccer park debt payments with expenses total \$166,685, which are included in the \$18,341,320 mill levy total.

The soccer park bonds were issued June 14, 2004, for \$2,500,000 for twenty years and refinanced in April, 2014. The outstanding balance of the soccer bonds as of June 30, 2017 was \$1,050,000. The bonds' maturity date is July 1, 2024.

Fiscal Year 2017 was the last year for the swimming pool debt. No further mills will be set.

Permissive Medical Levy

- 27.63 mills (1.66% increase from last year)

Total Mill Levy Summary

Last year's mill levy for Tax Year 2016 (FY 2017) generated revenue of \$17,837,196. The differences between the mill levy of \$17.8 million (what the City milled last year) and \$18,341,320 (what the City will mill this year) includes the following:

General

- \$437,295 for newly taxable property,
- \$88,793 for the inflationary adjustment,
- \$249,726 for the "Permissive Medical Levy", and,
- (\$42) from previous taxable value adjustments.

Voted General Obligation Debt

- (\$7,113) for the increase in the revenue needed for the soccer park debt and,
- (\$264,535) for the decrease in the revenue needed for the swimming pool debt.

Fiscal Impact:

The total mill levy for Tax Year 2017 (FY 2018) is 194.78 mills totaling \$18,341,320. The newly taxable value revenue, \$437,295 plus previous year tax revenue received but not budgeted until FY 2018 may result in a decrease of \$722,705 in undesignated fund balance for the General Fund.

As proposed, the projected impact on a \$100,000 home with a taxable market value is as follows:

Inflationary Adjustment (\$88,793)	\$ 1.32
Permissive Medical Levy (\$249,726)	\$ 3.74
Reduction from Swimming Debt	<u>\$(3.97)</u>
<i>Total</i>	\$ 1.09

Alternatives:

State law requires that the City adopt a FY 2018 Budget which includes setting the annual mill levy amounts on or before the first Thursday after the first Tuesday in September or 30 days after receiving taxable valuations from the Montana Department of Revenue whichever is later.

The City Commission could reduce the amount of its FY 2018 General Fund Budget, as there will be sufficient General Fund balance to offset the projected \$722,705 shortfall. After receiving the tax payments at the end of FY 2017, the projected General Fund balance is \$8.4 million or 29.7% of expenditures. The City Commission could also accept the tax levies as presented, allow any tax appeals/abatement requests to run their course, and after the first of the year reconsider any needed budget adjustments. This timeframe also provides the City Commission with ample time to review, consider, and prioritize deferred capital and operational needs which may be addressed by the increase General Fund fund balance. Budget adjustments can then be made as necessary with review from city department heads and the public.

Concurrences:

The FY 2018 Budget was adopted July 18, 2017. Setting the mill levy for Tax Year 2017 (FY 2018) is the last step in the adoption of the FY 2018 City of Great Falls Budget.

ATTACHMENTS:

- Res. 10196
- Res. 10196 Appendix A
- 2017 Certified Taxable Valuation
- Taxable valuation history with entitlement

RESOLUTION NO. 10196
RESOLUTION TO FIX ANNUAL TAX LEVY
A RESOLUTION PROVIDING FOR THE ANNUAL TAX
LEVY IN MILLS FOR THE FISCAL YEAR BEGINNING
JULY 1, 2017 AND ENDING JUNE 30, 2018

WHEREAS, Montana Code Annotated (MCA), 7-1-114, states "(1) A local government with self-governing powers is subject to ... (g) except as provided in subsection (3), any law regulating the budget, finance, or borrowing procedures and powers of local governments... (3) (b) The provisions of 15-10-420 apply to self-governing local government units."

WHEREAS, The City of Great Falls, Montana adopted a self-governing charter in 1986. Article I, Section 3 of the Charter of the City of Great Falls, Montana states: "The total mill levy shall not exceed that allowed to general powers cities of the first class by Montana Law."

WHEREAS, Section 7-6-4036, MCA, requires the City Commission to fix the tax levy for each taxing jurisdiction by the later of the first Thursday after the first Tuesday in September or within 30 calendar days after receiving certified taxable values. Certified taxable values were received August 4, 2017.

WHEREAS, Section 15-10-420, MCA provides:

- (1)(a) Subject to the provisions of this section, a governmental entity that is authorized to impose mills may impose a mill levy sufficient to generate the amount of property taxes actually assessed in the prior year plus one-half of the average rate of inflation for the prior 3 years. The maximum number of mills that a governmental entity may impose is established by calculating the number of mills required to generate the amount of property tax actually assessed in the governmental unit in the prior year based on the current year taxable value, less the current year's value of newly taxable property plus one-half the average rate of inflation for the prior 3 years.
- (2) ... plus any additional levies authorized by the voters ...
- (9) (a) The provisions of subsection (1) do not prevent or restrict: ... (vi) the portion that is the amount in excess of the base contribution of a governmental entity's property tax levy for contributions for group benefits excluded under 2-9-212 or 2-18-703.

WHEREAS, Section 15-10-201, MCA, requires the City Commission to fix its tax levy in mills and tenths and hundredths of mills.

WHEREAS, The Department of Revenue's certified taxable value for the City of Great Falls is \$95,822,493 which equates to \$95,822 per mill; when the incremental value of the tax increment finance district is removed the value is \$94,164 per mill. This includes \$437,295 or \$2,644 per mill, of newly taxable property.

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

Section 1. - Determination of Mill Levy Limit

- Appendix A shows the determination of the total mill levy limit of 165.41 mills.
- An additional 27.63 “Permissive Medical Levy” is allowed under 15-10-420(9)(a)(vi) for increased health insurance premiums not included in the Appendix A calculation.
- An additional 1.74 mills is allowed under 15-10-420(2) for additional voter supported mills. On November 4, 2003, a \$2.5 million general obligation bond was approved by voters for construction of a soccer park. It has been determined that 1.74 mills for soccer park debt service payments is needed for Fiscal Year 2018.

Section 2. - Tax Levy Amounts

A 194.78 mill levy will generate:

- a. \$ 15,138,429 from the \$91,520 certified value per mill for Previously Taxable Property;
- b. \$ 437,295 from the \$2,644 certified value per mill for Newly Taxable Property;
- c. \$ 2,601,751 from the \$94,164 certified value per mill for increased Health Insurance premiums “Permissive Medical Levy”;
- d. \$ 163,845 from the \$94,164 certified value per mill for soccer park debt service payments, and,
- e. \$18,341,320 in total City tax for 2017 Tax Year from the \$94,164 total certified value per mill.

This does not reflect delinquent collections or tax increments withheld.

Section 3. - Tax Levy Required and Set

- a. 165.41 mill levy- The City Commission has determined a \$15,575,724 tax levy, requiring a 165.41 mill levy, is necessary to balance the General Fund Budget.
- b. 27.63 mill levy- The City Commission has determined a \$2,601,751 “Permissive Medical Levy”, requiring a 27.63 mill levy, is necessary for increased health premium costs to balance the General Fund Budget.
- c. 1.74 mill levy- The City Commission has determined a \$163,845 tax levy, requiring a 1.74 mill levy, is necessary for the soccer park debt service payment.
- d. Total 194.78 - The City Commission of the City of Great Falls, Montana hereby fixes the tax levy for the fiscal year July 1, 2017 through June 30, 2018 at 194.78 mills.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana,
August 15, 2017.

Bob Kelly, Mayor

ATTEST:

Lisa Kunz, City Clerk

(Seal of the City)

APPROVED FOR LEGAL CONTENT:

Sara R. Sexe, City Attorney

Determination of Tax Revenue and Mill Levy Limitations

Section 15-10-420, MCA
 AGGREGATE OF ALL FUNDS
 FYE JUNE 30, 2018

Resolution 10196, Appendix A. City of Great Falls

	Enter amounts in yellow cells	Auto-Calculation (If completing manually enter amounts as instructed)
Enter Ad valorem tax revenue ACTUALLY assessed in the prior year NEW- PLEASE READ INSTRUCTIONS BEFORE ENTERING.	\$ 15,049,678	\$ 15,049,678
Add: Current year inflation adjustment @ 0.59%		\$ 88,793
Subtract: Ad valorem tax revenue ACTUALLY assessed in the prior year for Class 1 and 2 property, (net and gross proceeds) - (enter as negative) NEW- PLEASE READ INSTRUCTIONS BEFORE ENTERING.		\$ -
Adjusted ad valorem tax revenue		\$ 15,138,471
<u>ENTERING TAXABLE VALUES</u>		
Enter "Total Taxable Value" - from Department of Revenue <i>Certified Taxable Valuation Information</i> form, line # 2	\$ 95,822,493	\$ 95,822,493
Subtract: "Total Incremental Value" of all tax increment financing districts (TIF Districts) - from Department of Revenue <i>Certified Taxable Valuation Information</i> form, line # 6 (enter as negative)	\$ (1,658,151)	\$ (1,658,151)
Taxable value per mill (after adjustment for removal of TIF per mill incremental district value)		\$ 94,164.342
Subtract: "Total Value of Newly Taxable Property" - from Department of Revenue <i>Certified Taxable Valuation Information</i> form, line # 3 (enter as negative)	\$ (2,643,701)	\$ (2,643,701)
Subtract: "Taxable Value of Net and Gross Proceeds, (Class 1 & 2 properties)" - from Department of Revenue <i>Certified Taxable Valuation Information</i> form, line # 5 (enter as negative)	\$ -	\$ -
Adjusted Taxable value per mill		\$ 91,520.641
CURRENT YEAR calculated mill levy		165.41
CURRENT YEAR calculated ad valorem tax revenue		\$ 15,575,724
<u>CURRENT YEAR AUTHORIZED LEVY/ASSESSMENT</u>		
Enter total number of carry forward mills from prior year FOR FY18 BUDGETS, PLEASE ENTER ONLY THE # OF MILLS LEFT BEHIND FROM FY17. NEW- PLEASE READ THE INSTRUCTIONS BEFORE ENTERING.		0.00
Total current year authorized mill levy, including Prior Years' carry forward mills		165.41
Total current year authorized ad valorem tax revenue assessment		\$ 15,575,724
<u>CURRENT YEAR ACTUALLY LEVIED/ASSESSED</u>		
Enter number of mills actually levied in current year (Number should equal total <u>non-voted</u> mills, which includes the number of carry forward mills, actually imposed per the final approved current year budget document. <u>Do Not</u> include voted or permissive mills imposed in the current year.)	165.41	165.41
Total ad valorem tax revenue actually assessed in current year		\$ 15,575,724
<u>RECAPITULATION OF ACTUAL:</u>		
Ad valorem tax revenue actually assessed		\$ 15,138,429
Ad valorem tax revenue actually assessed for newly taxable property		\$ 437,295
Ad valorem tax revenue actually assessed for Class 1 & 2 properties (net-gross proceeds)		\$ -
Total ad valorem tax revenue actually assessed in current year		\$ 15,575,724
Total carry forward mills that may be levied in a subsequent year (Number should be equal to or greater than zero. A (negative) number indicates an over levy.)		0.00



2017 Certified Taxable Valuation Information
(15-10-202, MCA)
Cascade County
CITY OF GREAT FALLS

COPY

Certified values are now available online at property.mt.gov/cov

1. 2017 Total Market Value ¹	\$	5,622,152,067
2. 2017 Total Taxable Value ²	\$	95,822,493
3. 2017 Taxable Value of Newly Taxable Property.....	\$	2,643,701
4. 2017 Taxable Value less Incremental Taxable Value ³	\$	94,164,342
5. 2017 Taxable Value of Net and Gross Proceeds ⁴ (Class 1 and Class 2).....	\$	-

6. TIF Districts

Tax Increment District Name	Current Taxable Value ²	Base Taxable Value	Incremental Value
INT'L MALTING PLANT	745,973	362,124	383,849
WEST BANK URBAN REN	946,789	292,536	654,253
GF INT'L AIRPORT	155,016	107,149	47,867
GF DOWNTOWN URBAN	3,896,307	3,643,698	252,609
EAST INDUSTRIAL PARK	321,895	2,322	319,573

Total Incremental Value \$ 1,658,151

Preparer Katie Kakalecik

Date 8/2/2017

¹Market value does not include class 1 and class 2 value

²Taxable value is calculated after abatements have been applied

³This value is the taxable value less total incremental value of all tax increment financing districts

⁴The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2017 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$	-
II. Total value exclusive of "newly taxable" property	\$	-

RECEIVED
AUG 04 2017
BY: Jb



Mike Kadas
Director

Montana Department of Revenue



Steve Bullock
Governor

August 3, 2017

COPY

Cascade County Commissioners
325 2nd Ave N
Great Falls, MT 59401

RE: Certification of Values

Taxing Jurisdiction Officials,

As the department is delivering certified values, we would like you to be aware that there is a pending AB-26 on the Calumet Refinery. For 2017, the department has valued the refinery at \$424,140,856. Calumet has indicated that they feel that the market value is \$230,000,000. The department scheduled an informal meeting at the earliest convenience of the company, which will occur on August 16th. Based upon this meeting, there may be an adjustment made to the refinery value.

If the value adjustment were to result in a taxable value change that impacts a taxing jurisdiction the value of a mill or greater, the department will provide the impacted taxing jurisdiction(s) a *Taxing Jurisdiction Change in Valuation* form allowing the jurisdiction the opportunity to request recertification.

If you have any questions, please feel free to contact me.

Sincerely,

Doug Roehm
Montana Department of Revenue
Unit Manager
406-444-2569

RECEIVED
AUG 04 2017
BY: *Jeb*

Taxable Valuation History

Tax Levy Year	Fiscal Year	Total Taxable Value**	Tax Increment Districts						Net Taxable Value	% increase (decrease) prior year net taxable value	New Property Value	% increase (decrease) prior year newly taxable property	Levy in Mills
			Downtown	Pasta MT/ General Mills	International Malting Plant	West Bank Urban Renewal Plan	Gt Falls Int'l Airport	East Industrial Park					
2001	FY 2002	\$65,437,840	\$4,511,569	\$552,276	NA	NA	NA	NA	\$60,373,995	0.33%	\$1,011,770	-47.79%	111.32
2002	FY 2003	\$65,117,051	\$4,364,549	\$595,357	NA	NA	NA	NA	\$60,157,145	-0.36%	\$1,302,597	28.74%	119.00
2003	FY 2004	\$65,328,553	\$4,102,725	\$700,009	NA	NA	NA	NA	\$60,525,819	0.61%	\$1,041,336	-20.06%	124.33
2004	FY2005	\$66,377,650	\$3,343,580	NA	NA	NA	NA	NA	\$63,034,070	4.14%	\$2,030,124	94.95%	131.64
2005	FY2006	\$68,609,562	\$3,402,127	NA	NA	NA	NA	NA	\$65,207,435	3.45%	\$2,748,377	35.38%	138.27
2006	FY2007	\$70,990,415	\$3,832,568	NA	\$141,345	NA	NA	NA	\$67,016,502	2.77%	\$2,873,541	4.55%	140.94
2007	FY2008	\$73,776,332	\$4,064,883	NA	\$225,476	NA	NA	NA	\$69,485,973	3.68%	\$2,387,436	-16.92%	158.21
2008	FY2009	\$76,405,690	\$4,107,804	NA	\$294,210	\$30,733	NA	NA	\$71,972,943	3.58%	\$2,138,961	-10.41%	162.68
2009	FY2010	\$76,862,700	NA	NA	\$309,168	\$205,857	NA	NA	\$76,347,675	6.08%	\$6,947,574	224.81%	169.04
2010	FY 2011	\$78,275,702	NA	NA	\$195,477	\$574,725	\$728	NA	\$77,504,772	1.52%	\$2,931,771	-57.80%	173.10
2011	FY 2012	\$78,709,035	NA	NA	\$176,312	\$553,480	\$6,659	NA	\$77,972,584	0.60%	\$5,295,716	80.63%	183.24
2012	FY 2013	\$77,852,991	NA	NA	\$157,225	\$557,385	\$6,333	NA	\$77,132,048	-1.08%	\$1,278,348	-76%	193.57
2013	FY 2014	\$78,054,590	\$105	NA	\$155,000	\$560,136	\$11,171	NA	\$77,328,178	0.25%	\$787,945	-38%	198.74
2014	FY 2015	\$76,098,354	\$41,765	NA	\$386,390	\$575,135	\$11,275	\$31,452	\$75,052,337	-2.94%	\$312,611	-60%	204.54
2015	FY 2016	\$88,577,771	\$444,316	NA	\$504,796	\$579,885	\$42,030	\$42,557	\$86,964,187	15.87%	\$5,072,060	1522%	190.29
2016	FY 2017	\$91,113,880	\$0	NA	\$512,371	\$537,828	\$43,717	\$41,662	\$89,978,302	3.47%	\$5,238,618	3%	198.24
2017	FY 2018	\$95,822,493	\$252,609	NA	\$383,849	\$654,253	\$47,867	\$319,573	\$94,164,342	4.65%	\$2,643,701	-50%	194.78

Note 1: Starting in 1999 mill levies were "floated" in order to achieve the statutorily limited tax revenues.
 Voters approved a 2 mill increase for the Library in November, 2000.
 Voters approved a \$2.5 million general obligation bond for a soccer park November 4, 2003.
 Voters approved a \$2.27 million general obligation bond for repair and improvement of city pool facilities November 7, 2006.

**Total taxable value at time of certification

General Fund Increases with Newly Taxable Property, Inflation, and Entitlement Payments

Fiscal Year	Total \$ Increase in mill levy due to newly taxable property	Taxable value of new property	Total \$ increase in mill levy due to inflationary factor	% increase of inflationary factor	% of Entitlement increase	Entitlement Dollar increase per year	Entitlement payment*	Total Increases	Notes
2002	\$112,656	\$1,011,770	\$90,165	1.280%	3.00%	New	\$4,597,248	\$202,821	
2003	\$151,148	\$1,302,597	\$92,513	1.270%	3.00%	\$144,453	\$4,741,701	\$388,114	
2004	\$124,223	\$1,041,336	\$92,154	1.220%	3.38%	\$155,130	\$4,896,831	\$371,507	
2005	\$249,121	\$2,030,124	\$75,618	0.960%	3.47%	\$173,569	\$5,070,400	\$498,308	
2006	\$355,678	\$2,748,377	\$101,905	1.251%	3.23%	\$165,426	\$5,235,826	\$623,009	
2007	\$370,273	\$2,873,541	\$122,878	1.420%	3.40%	\$85,338	\$5,321,164	\$578,489	
2008	\$331,540	\$2,387,436	\$140,415	1.535%	4.23%	\$225,000	\$5,546,164	\$696,955	
2009	\$301,276	\$2,138,981	\$161,337	1.672%	4.22%	\$233,836	\$5,780,000	\$696,449	
2010	\$1,026,130	\$6,947,574	\$112,728	1.112%	5.00%	\$289,000	\$6,069,000	\$1,427,858	Release of DTID
2011	\$448,379	\$2,931,771	\$0	0.000%	5.14%	\$311,000	\$6,380,947	\$759,379	
2012	\$869,937	\$5,295,716	\$0	0.000%	0.00%	\$0	\$6,386,864	\$869,937	Recertification
2013	\$216,205	\$1,278,348	\$367,824	3.060%	0.00%	\$0	\$6,580,118	\$584,029	
2014	\$135,678	\$787,945	\$134,366	1.030%	3.50%	\$230,302	\$6,810,420	\$500,346	
2015	\$54,948	\$312,611	\$137,147	1.030%	3.50%	\$238,365	\$7,064,237	\$430,460	
2016	\$822,535	\$5,072,060	\$88,387	0.670%	3.50%	\$247,248	\$7,594,724	\$1,158,170	Recertification
2017	\$876,206	\$5,238,618	\$70,515	0.490%	3.50%	\$277,164	\$7,871,888	\$1,223,885	
2018	\$437,295	\$2,643,701	\$88,793	0.590%		\$40,844	\$7,912,732	\$566,932	Recertification
Total	\$6,883,228		\$1,876,745			\$2,816,675		\$11,576,648	
16 Year Total	\$6,445,933		\$1,787,952			\$2,775,831		\$11,009,716	

16 Year Average									
16 year average	\$402,871		\$111,747			\$173,489		\$688,107	68%

* In Fiscal Year 2016, the Pers Property Reim of \$238,751 is included in the Entitlement payment.



Item: Ordinance 3157 - An Ordinance by the City Commission of the City of Great Falls to rezone the property legally described as East Ridge Addition Phase 5, Block 2, Lot 2, located in the N ½ Section 16, Township 20 North, Range 4 East, PM, City of Great Falls, Cascade County, Montana from R-2 Single-family Medium Density to PUD Planned Unit Development

From: Erin Borland, Planner II, Planning and Community Development

Initiated By: Western National Properties, Owner

Presented By: Craig Raymond, Director of Planning and Community Development

Action Requested: City Commission accept Ordinance 3157 on first reading and set a public hearing for September 5, 2017.

Suggested Motion:

1. Commissioner moves:

"I move that the City Commission (accept/not accept) Ordinance 3157 on first reading and set a public hearing for September 5, 2017"

2. Mayor requests 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 the City Commission approve the rezoning request from R-2 Single-family medium density to PUD Planned Unit Development for the subject property 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.

3. Utilities. The final engineering drawings and specifications for public improvements for the subject property shall be submitted to the City Public Works Department for review and approval.

4. Land Use & Zoning. Except as provided herein, development of the property shall be consistent with allowed uses and specific development standards for this PUD Planned unit development district designation.

5. Subsequent modifications and additions. If after establishment of the 2-unit townhomes, the owner proposes to expand or modify the use, buildings, and/or structures, the Director of the Planning and Community Development Department shall determine in writing if such proposed change would alter the finding for one or more review criteria. If such proposed changes would alter a finding, the proposal shall be submitted for review as a new development application. If such proposed change would not alter a finding, the owner shall obtain all other permits as may be required.

The notice of public hearing was published in the *Great Falls Tribune* on June 11, 2017, prior to the Planning Advisory Board/Zoning Commission public hearing. To date, Staff has received one in-person request for general information regarding this project.

Summary:

The subject property, to be subdivided and rezoned, is located in the vicinity of 13th Avenue South and 47th Street South. The property was annexed as East Ridge Addition Phase 5, Block 2, Lot 2 when all parcels associated with East Ridge Addition Phase 5 were annexed into the City. The City Commission approved annexation of the whole property, assigning R-2 Single-family medium density zoning at the time of annexation. However, due to limited access to Lot 2, development has not occurred.

In conjunction with the Amended Plat, a parcel is recommended for annexation, and inclusion with the Amended Plat, as Right-of-Way for 13th Ave S. The subject property to be annexed into the City is legally described as Tract 2A on Certificate of Survey (COS) #5081. This property is owned by the City of Great Falls and, upon approval of annexation by the City Commission, will be dedicated as public right-of-way to extend 13th Avenue South to the intersection of 47th Street South. The purpose of dedication is to provide legal access to the proposed lots on the proposed amended plat; to provide paved access to the City's lift station abutting to the south; and, to provide for future connectivity to parcels to the east. Annexation will be considered at the final Plat stage.

Background:

The subject property is currently ±40,395 square feet and is currently zoned R-2 Single-family medium density. The applicant is requesting a major subdivision to Block 2, Lot 2 of the Phase 5 East Ridge Addition to create ten lots. Lots shown on the attached draft preliminary amended plat range in size from ±3,829 square feet to ±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. The annexation and dedication of Tract 2A as public right-of-way will enable the construction of 13th Avenue South to an extension of 47th Street South.

The Official Code of the City of Great Falls (OCCGF) Title 17 - Land Development Code permits townhouses (similar to the proposed "townhome" units) in the R-2 zoning district with a conditional use permit, as long as each building has three to eight attached units, along with several other special conditions. However, there are several recently approved developments throughout the city where PUD zoning was established to construct 2-unit residential buildings, with the units separated by a property

line and shared walls.

Use of the PUD zoning district allows for this residential use to be established, per OCCGF §17.20.2.040 Establishment and purpose of districts, which states:

"A Planned Unit Development district is a special type of zoning district that is proposed by the developer to account for a desired mix of uses. Each district is unique and therefore has its own set of development standards which are documented in the approval."

Because similar housing types exist in this area of the city, including the previous Phases of East Ridge Addition, with similar look, function and impact, it would not be inappropriate to establish PUD zoning and adopt similar building envelopes and dimensional standards for the subject property.

PUD zoning district classification is subject to building envelopes and setbacks. The proposed development standards for the 2-unit townhomes are attached. The proposed development standards for the PUD have underlying R-2 Single-family medium density development standards, and will be compatible with adjacent neighborhoods to the north and west.

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 which are attached as Findings of Fact – Zoning Map Amendment.

Concurrent to the rezoning request, the applicant is also requesting a major subdivision to Block 2, Lot 2 of the Phase 5 East Ridge Addition to create ten lots. Lots shown on the attached draft preliminary amended plat range in size from ±3,829 square feet and ±4,515 square feet. The Owner would like to develop the subject property with the aforementioned 2-unit townhomes.

Improvements:

Roadways: Per the draft Improvement Agreement, 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.

Neighborhood Council Input: The subject property is located in Neighborhood Council #5. The Owner presented information to Council #5 on June 19, 2017, and the Council voted in favor of the project.

Fiscal Impact:

Services will be provided by the City, and the cost of infrastructure improvements will be borne by the Owner, per the agreed upon terms of the draft Improvement Agreement for East Ridge Phase 5, Block 2, Lot 2, with participation by the City. The City will reimburse the Owner for the proportionate share of costs of public improvements as outlined in the Improvement Agreement. The rezone request and amended plat provide for a ten lot increase in residential housing, which increases the City's tax base and increases revenue.

Alternatives:

The City Commission could deny acceptance of Ordinance 3157 on first reading and not set the public hearing.

Concurrences:

Representatives from the City's Public Works, Police, and Fire Departments have been involved throughout the review and approval process for this project and will continue throughout the permit approval process.

ATTACHMENTS:

- ▢ Ordinance 3157
- ▢ Ordinance 3157 Attachment A
- ▢ Ordinance 3157 Attachment B
- ▢ Aerial Map
- ▢ Zoning Map
- ▢ Findings of Fact - Zoning Map Amendment
- ▢ Signed Improvement Agreement

ORDINANCE 3157

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS TO REZONE THE PROPERTY LEGALLY DESCRIBED AS: EAST RIDGE BLOCK 2, LOT 2 LOCATED IN THE N1/2 OF SECTION 16, TOWNSHIP 20 NORTH, RANGE 4 EAST, P.M.M. CASCADE COUNTY, MONTANA, FROM R-2 SINGLE-FAMILY MEDIUM DENSITY TO PUD PLANNED UNIT DEVELOPMENT DISTRICT

* * * * *

WHEREAS, the subject property located on the northwest corner of 13th Avenue South and 47th Street South is presently zoned R-2 Single-family medium density; and

WHEREAS, the property owner, Western National Properties, Inc., has petitioned the City of Great Falls to rezone said properties to PUD Planned Unit Development district; and

WHEREAS, the Great Falls Zoning Commission conducted a public hearing on June 27, 2017, to consider said rezoning from R-2 Single-family medium density residential district to PUD Planned Unit Development district and, at the conclusion of said hearing, passed a motion recommending the City Commission rezone the property legally described as East Ridge Block 2, Lot 2, located in the North ½ Section 16, Township 20 North, Range 4 East, P.M., City of Great Falls, Cascade County, Montana; and,

WHEREAS, notice of assigning said zoning classification to the subject property was published in the *Great Falls Tribune* advising that a public hearing on this zoning designation would be held on the 5th day of September, 2017, before final passage of said Ordinance herein; and

WHEREAS, following said public hearing, it was found and decided that the zoning map amendment on said property meets the Basis of Decision requirements in the Official Code of the City of Great Falls (OCCGF), Section 17.16.40.030, and that the said rezoning designation be made.

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

Section 1. It is determined that the herein requested rezoning meets the criteria and guidelines cited in Mont. Code Ann §76-2-304, and Section 17.16.40.030 of the OCCGF.

Section 2. That the property legally described as: East Ridge Block 2, Lot 2, located in the N½ Section 16, Township 20 North, Range 4 East, P.M., City of Great Falls, Cascade County, Montana, be rezoned to PUD Planned Unit Development district, subject to the setbacks, and other development standards attached hereto as Attachment A, and by this reference made a part hereof, as well as all other applicable regulatory codes and ordinances.

Section 3. Except for the development standards in Attachment A and B, where the OCCGF regulations apply to a specific zoning district, the R-2 Single-family medium density district regulations shall apply to the properties within the PUD.

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

ACCEPTED by the City Commission of the City of Great Falls, Montana on first reading August 15, 2017.

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

Bob Kelly, Mayor

ATTEST:

Lisa Kunz, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

Sara 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 City Commission, Ordinance 3157 in three conspicuous places within the limits of said City to-wit:

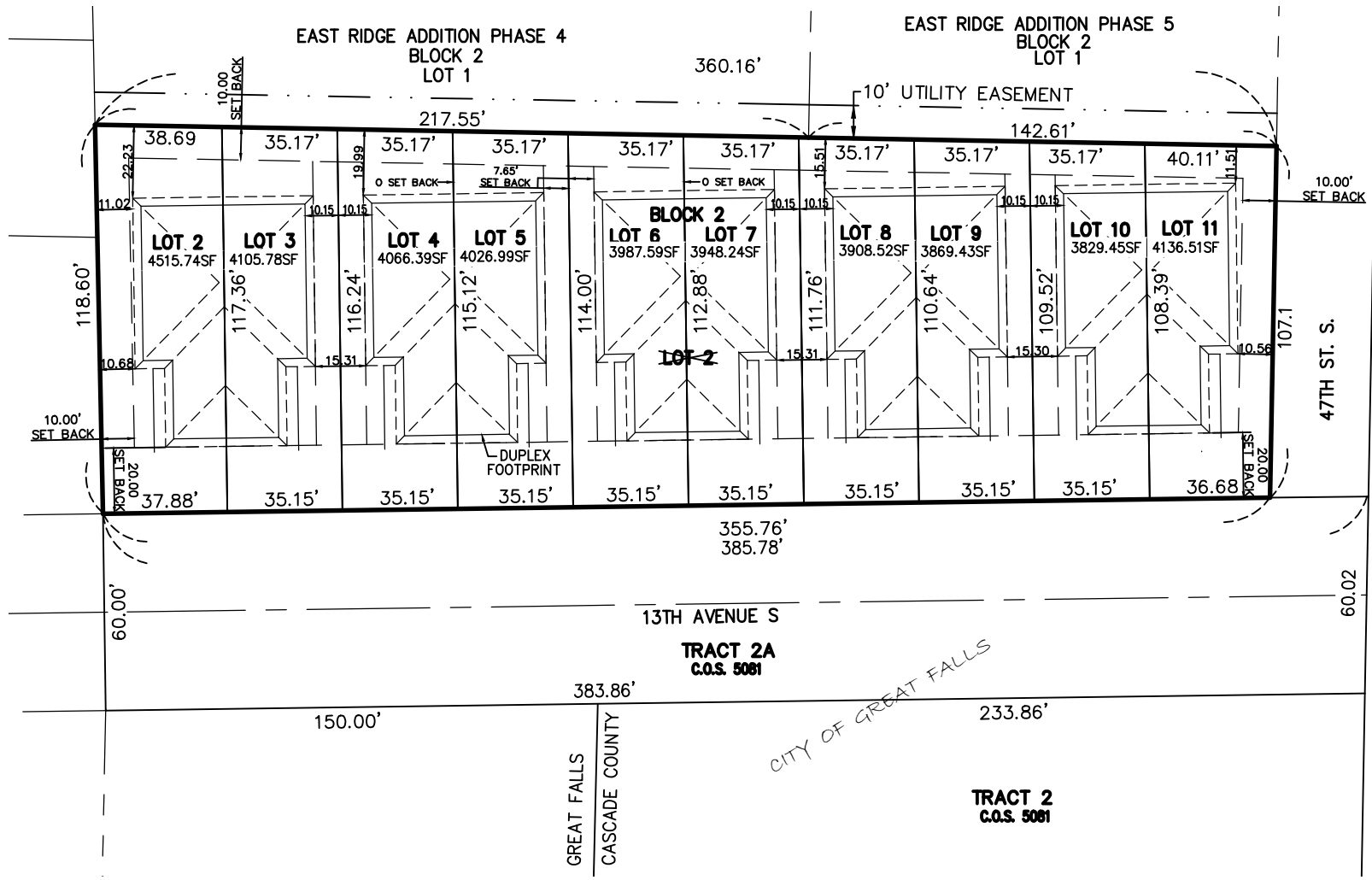
On the Bulletin Board, first floor, Civic Center Building;
On the Bulletin Board, first floor, Cascade County Court House;
On the Bulletin Board, Great Falls Public Library

Lisa Kunz, City Clerk

(CITY SEAL)

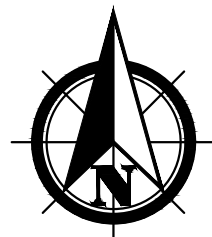


PUD SITE PLAN FOR
 LOT 2 BLOCK 2 EAST RIDGE ADDITION - PHASE 5
 CITY OF GREAT FALLS MONTANA



PUD STANDARDS

- LAND USE – P.U.D. HIGH DENSITY RESIDENTIAL.
- BUILDING HEIGHTS SHALL BE RESTRICTED TO A MAXIMUM OF 35’.
- MAXIMUM BUILDING COVERAGE OF LOT 41% (LOT 10).
- MINIMUM FRONT SET BACK 20’.
- MINIMUM REAR SET BACK 10’.
- MINIMUM SIDE SET BACK 0’ ATTACHED SIDE AND 7.65’ ON DETACHED SIDE.
- MAXIMUM LOT DEPTH TO WIDTH 3.1:1 (LOT 2).



SCALE: 1" = 50'

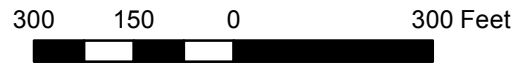
EAST RIDGE PHASE 5 BLOCK 2, LOT 2, PUD ZONING STANDARDS	
Standard	Single Family Residence - Attached (Townhomes)
Residential density	-
Minimum lot size for newly created lots	3829 sf
Minimum lot width for newly created lots	35.15 feet
Lot proportions for newly created lots (maximum depth to width)	3.1:1 or <
Maximum building height of principal building	35 feet
Maximum building height of detached garage	24 feet but not higher than principal building
Maximum building height of other accessory structures and buildings	12 feet
Minimum front yard setback	20 feet
Minimum rear yard set back	10 feet
Minimum side yard set back	0 feet on attached side and 7.65 feet on detached side
Maximum lot coverage of principal and accessory buildings	41%

AERIAL MAP



----- City Limits

East Ridge Addn Phase 5

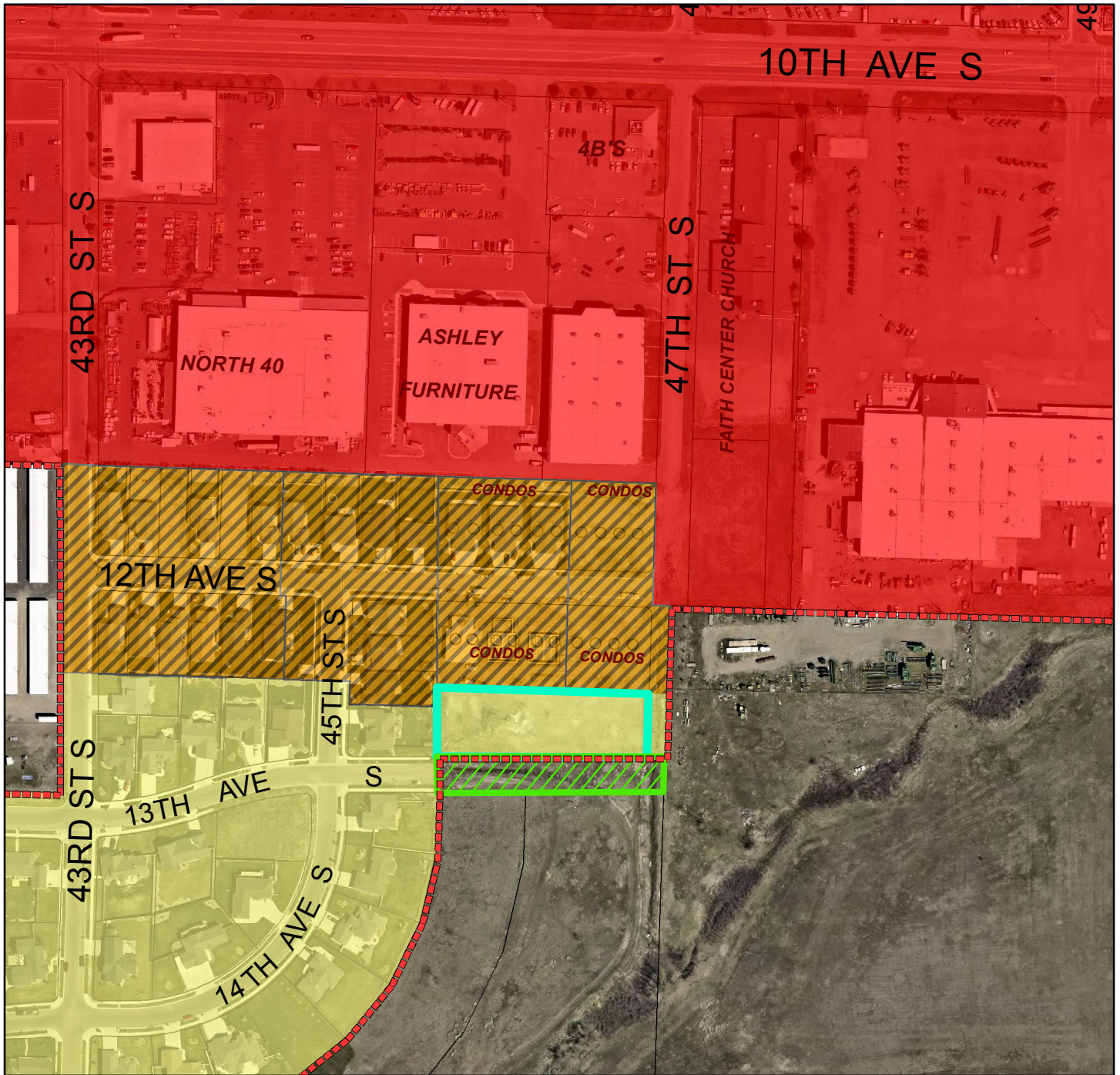


Extension of 13th Ave S

Tracts of Land



ZONING MAP



- City Limits
- Extension of 13th Ave S
- East Ridge Addn Phase 5
- Tracts of Land
- R-2 Single-family Medium Density
- PUD Planned Unit Development
- C-2 General Commercial
- U Unincorporated Enclave



BASIS OF DECISION AND FINDINGS OF FACT – ZONING MAP AMENDMENT

East Ridge Phase 5, Block 2, Lot 2, located in the N 1/2 Section 16, Township 20 North, Range 4 East, PM, City of Great Falls, Cascade County, MT

PRIMARY REVIEW CRITERIA:

The basis for decision on zoning map amendments is listed in Official Code of the City of Great Falls § 17.16.40.030 of the Land Development Code. The recommendation of the Zoning Commission and the decision of City Commission shall at a minimum consider the following criteria:

1. The amendment is consistent with and furthers the intent of the City's growth policy.

The proposed rezoning is consistent with the overall intent and purpose of the 2013 City Growth Policy Update. This project strongly supports the Social and Physical portions of the Growth Policy, specifically the goals and principles to 1) encourage a safe, adequate and diverse supply of housing and fair housing opportunities in the City; and 2) encourage a balanced mix of land uses throughout the City. This project also supports the Physical portion of the Growth Policy which addresses transportation and mobility with the annexation of the parcel to extend 13th Ave South.

Additional supportive Policies that this project is consistent with include:

Social - Housing

- Soc1.4.1 Work with the private sector and non-profits to increase housing opportunities in the city.
- Soc1.4.2 Expand the supply of residential opportunities including single family homes, apartments, manufactured homes and assisted living facilities.
- Soc1.4.3 Encourage, promote and support adequate and affordable home ownership in the City.
- Soc1.4.6 Encourage a variety of housing types and densities so that residents can choose by price or rent, location and place of work.
- Soc1.4.13 Protect the character, livability and affordability of existing neighborhoods by ensuring that infill development is compatible with existing neighborhoods.

Physical - Land Use

- Phy4.1.3 Create a balanced land use pattern that provides for a diversity of uses that will accommodate existing and future development in the City.
- Phy4.1.4 Foster the development of safe, walkable neighborhoods, with a mix of uses and diversity of housing types.

Physical – Transportation and Mobility

- Phy4.4 Increase mobility and the access of citizens to transportation alternatives throughout the City.

The Growth Policy identifies that the City needs balanced, compatible growth, while at the same time sets the task to review the zoning districts in which townhomes are permitted in order to expand this use, either by allowing it in more zoning districts or improving the review standards so as to make it more suitable for other zoning districts.

2. The amendment is consistent with and furthers adopted neighborhood plans, if any.

Great Falls is separated into nine Neighborhood Councils. There are no adopted Neighborhood

Plans for any of the Councils within the City. The subject property is located in Neighborhood Council #5. The Owner presented information to Council #5 on June 19, 2017, and the Council voted in favor of the project.

3. The amendment is consistent with other planning documents adopted by the City Commission, including the river corridor plan, transportation plan and sub-area plans.

The Long Range Transportation Plan addresses several goals and objectives of the Growth Policy Update. This project is consistent with those goals and therefore is consistent with the Long Range Transportation plan because it facilitates the extensions and connection of 13th Avenue South and 47th Street South.

4. The code with the amendment is internally consistent.

The proposed rezoning is within the City limits. There are existing phases of this development to the north and northeast that are established PUD districts, which have similar residential uses and development standards. If approved, this project development would be very similar to said PUD. The housing type proposed is consistent with the intent of the PUD district, and the proposed development shall be consistent with applicable code.

5. The amendment is the least restrictive approach to address issues of public health, safety, and welfare.

The subject property is located in a developing residential neighborhood along the south eastern quadrant of the city. Any development within the City limits requires City review, including review of how the development will impact the public health, safety and welfare. At the time that this project was initially annexed and received City zoning, it went through said review.

This project was originally zoned for single-family residential development, due to lack of access. Rezoning ultimately allows the applicant to address the need for diverse housing options in the City and will have no negative effect on the public health, safety and welfare.

6. The City has or will have the financial and staffing capability to administer and enforce the amendment.

Completion of the full project proposal, contingent on rezoning, will have beneficial financial impact for the City due to the creation of ten additional lots that can be assessed for property taxes. There is adequate staffing to administer and enforce the amendment.

**DEVELOPMENT IMPROVEMENT AGREEMENT
(EAST RIDGE PHASE 5, BLOCK 2, LOT 2),
LOCATED IN THE N 1/2 OF SECTION 16 TOWNSHIP 20
NORTH, RANGE 4 EAST, P.M. MT, CASCADE COUNTY, MONTANA**

The following is a binding Agreement dated this _____ day of _____, 2017, between Western National Properties, Inc., hereinafter referred to as "Owner," and the City of Great Falls, Montana, a municipal corporation of the State of Montana, hereinafter referred to as "City", regarding the requirements for development of East Ridge Phase 5, Block 2, Lot 2, hereinafter referred to as "Development Parcel" and annexation into the corporate limits of the City, a tract of land, owned by the City, legally described on Certificate of Survey #5081 as Tract 2A, to be dedicated as public right of way located in the N ½ of Section 16, Township 20 North, Range 4 East, P.M. MT, Cascade County, Montana, hereinafter referred to as "Right of Way Parcel". Owner of the aforementioned Development Parcel agrees to and is bound by the provisions of this Agreement, and by signing the Agreement, therefore agrees to terms applicable to the Development Parcel and the Right of Way Parcel. The City is authorized to enter into this Agreement by 17.68.010-040 of the Official Code of the City of Great Falls (OCCGF).

1. Supporting Documents.

- A. Subdivision of the right-of-way parcel, Certificate of Survey #5081, filed of record in the Clerk and Recorder's Office of Cascade County, Montana.
- B. Amended plat of East Ridge Phase 5 Block 2 Lot 2, to be filed in conjunction with the approval of the major subdivision.
- C. Engineering drawings, specifications, reports and cost estimates, preliminary and final, prepared for the Subject Property, consisting of documents for, but not limited to the public sanitary sewer, water, storm drain and street improvements.
- D. "As Built" reproducible 4 mil mylar drawings of public infrastructure, private utilities, and drainage facilities shall be supplied to the City Engineer upon completion of the construction.
- E. Legal documents, including but not limited to any articles of incorporation, bylaws, covenants, and declarations establishing the responsibilities of owners recorded in the Clerk and Recorder's Office of Cascade County, Montana.

2. Changes.

The Owner understands that failure to build in compliance with approved plans is a breach of this Agreement and a violation of the OCCGF, subject to the penalties provided for such violations. The

City recognizes, however, that minor changes are often necessary as construction proceeds and the Administrators (the Administrators are the persons charged by the City Manager with the administration of this improvement agreement) are hereby authorized to permit minor changes to approved plans, as provided below.

- A. Minor changes to engineering documents and such revisions to the engineering drawings as are deemed appropriate and necessary by the City Engineer and the City's Public Works Department and which do not materially affect the hereinabove mentioned Development Parcel and the Right of Way Parcel, can be made as follows:
 - a. Before making changes, the applicant must submit revised plans to the Administrator(s) for review. Failure to do this before the proposed change is made is a breach of this Agreement and a violation of the OCCGF. The Administrator(s) shall respond to all proposed changes within ten (10) business days of receipt of the revised plans.
 - b. Based on a review of the revised plans, the Administrator(s) may permit minor dimensional changes provided they do not result in a violation of the conditions of approval for the Subject Property or the OCCGF.
 - c. Based on a review of the revised plans, the Administrator(s) may permit substitutions for proposed building and construction materials provided that the proposed substitute has the same performance and, for exterior materials, appearance as the originally approved material.
 - d. Minor changes in the location and specifications of the required public improvements may be permitted. Revised plans showing such changes must be submitted to, and then reviewed and approved by the Administrator(s).
- B. Substantial changes are not permitted by this Agreement. A new public review and permitting process will be required for such changes. 'Substantial Change' versus 'Minor Change' is described as follows:
 - a. 'Substantial Change' is defined here in order to further clarify what may be permitted as a 'Minor Change.' A substantial change adds one or more lots; changes the approved use; changes the location or extent of the area proposed to be cleared, graded, or otherwise disturbed by more than 4,000 square feet (a smaller change in the area that will be cleared, graded, or otherwise disturbed may be treated as a minor dimensional change); changes the location, extent, or design of any required public improvement, except where a minor change is approved by the Administrator(s); or changes the approved number of buildings, structures or units; or the size of any building or structure by more than 10%. A smaller change in the size of a lot, building, or structure may be treated as a minor dimensional change.
- C. "As Built" reproducible drawings of public infrastructure, private utilities, and drainage facilities shall be supplied to the City Engineer upon completion of the construction, whether or not changes to the original plan documents are made pursuant to this section.

3. City Fees and Charges.

A. Owner shall pay the following fees as provided by City policy and resolution:

a. Fees and Reimbursements paid by Owner:

- i. Storm Drain Fee (\$250/acre x 0.53 acres) \$132.50
(Fee is for the Right of Way Parcel, the fee for the Development Parcel was paid in the previous East Ridge Phase 5 Annexation Improvement Agreement)
- ii. Recording fees for Development Agreement and Resolutions (\$11 per page x 12 pages) \$132.00

Total Fees paid by applicant to City: \$264.50

Fees paid by applicant are in addition to the \$2,000 application fee for Planned Unit Development, the \$2,000 application fee for Preliminary Plat, the \$1,750 application fee for Final Plat, and the \$500 application fee for Annexation, which have been paid prior to this Development Improvement Agreement.

- B. The total fees summarized in Section A above shall be paid to the City no later than 30 days after City Commission action to annex the Right of Way Parcel into the City.
- C. Owner or its successors or assigns shall reimburse City for its expenses incurred for inspection, testing and acceptance of public utilities and roadways serving the Development Parcel and sidewalk at the rates charged by City for said work at the time performed.
- D. Water service tapping and water and sewer service connection fees will be assessed at the time of installation.
- E. The absence of any fee from this Agreement which is lawfully charged by the City in connection with construction activity associated with Subject Property shall not constitute a waiver by the City.

4. Public Improvements

- A. Sidewalks including curb ramps, shall be installed on street frontages abutting the Right-of-Way Parcel, along the parcel legally described as Tract 1 on COS 4109 connecting to existing sidewalk and on the west side of 47th Street South abutting East Ridge Addition Phase 5, Lot 1, Block 1, and Lot 1, Block 2. Sidewalk on the Development Parcel will be installed by the individual lot owner. Said sidewalks shall be installed in accordance with Title – 17 Land Development Code of the Official Code of the City of Great Falls after review and approval by the City Public Works Department. Said sidewalks may include curb and gutter and minor street repair, if required by the City Public Works Department.
- B. The Owner hereby agrees to install a public water main within public rights-of-way, including the addition of any required hydrants. The improvements shall be in accordance with City and Montana Department of Environmental Quality standards and approved plans and specifications. The improvement is to be maintained by the City.

- C. The Owner hereby agrees to extend a public sanitary sewer through public rights-of-way. The improvement shall be in accordance with City and Montana Department of Environmental Quality standards and approved plans and specifications. The improvement is to be maintained by the City upon completion.
- D. The Owner agrees to install 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. The City agrees that the extension of 13th Avenue South shall be dedicated to the east property line of the Development Parcel to intersect with the extension of 47th Street South.
- E. The Owner agrees to install stormwater facilities that address City water quantity storage requirements as well as City water quality requirements. The design, installation, inspection, and maintenance responsibilities of these facilities shall be approved by the City of Great Falls Engineering Division as well as the Environmental Division.
- F. The Owner agrees to install all on-site improvements required for the Development, prior to certificate of occupancy of any structure built upon the Development Parcel, which shall be installed as shown on the final construction plans that are submitted to and approved by the City's Public Works Department. The on-site improvements shall include everything required to provide water, sanitary sewer, and access. Access for purposes of emergency vehicles shall be installed to the specifications of the Public Works Department prior to the issuance of any building permits for the Development Parcel. The Owner shall provide public utility easements for all required public utilities. The Owner will be issued certificates of occupancy by the City on a building by building basis as each building is completed and inspected.

5. Private Improvements

- A. The existing and proposed storm drainage improvements on East Ridge Addition Phase 4 Lot 1, Block 1 will remain private, including the portion of the improvements extending into the public right-of-way to connect to the public main in 47th Street South.
- B. The City is not responsible for the maintenance of this storm drain.

6. Reimbursements to Owner for Public Improvements.

A. Street Improvements

- 1. As shown in Exhibit A, attached to this Agreement and incorporated herein, the City shall reimburse the Owner for 100% of the costs to construct public improvements for the area delineated in the Exhibit as area 2 (south half of a portion of the right-of-way of 13th Avenue South and the east half of a portion of the right-of-way of 47th Street South). This includes the cost of the street, curb and gutter, curb cuts for future ADA ramps, and moving the existing fence. The amount to be reimbursed shall be determined by using the Owner's actual costs and quantities of improvements constructed. In the event that the improvement costs are not provided by the Owner or they are determined by the City to be unreasonable, the City will determine the reimbursement amount using standard bid and/or material prices.

2. The City shall reimburse the Owner the \$18,425.00 that was provided at the time of the Annexation of Phase 5, Block 2, Lot 2 for the construction of 47th Street South and the 8" water main located in 47th Street South.
3. As shown in Exhibit A, the owner of Block 1, Lot 4 of Berkner Tract shall reimburse the Owner for 100% of the costs to construct public improvements for the area delineated in the Exhibit as area 3 (east half of a portion of 47th Street South). This includes the cost of the street, curb and gutter and curb cuts for future ADA ramps. Said owner will pay through an established SID per the annexation agreement dated, 1967 or other acceptable financial surety that is approved by the city; otherwise the Owner will pay. The amount to be reimbursed shall be determined by using the Owner's actual costs and quantities of improvements constructed. In the event that the improvement costs are not provided by the Owner or they are determined by the City to be unreasonable, the City will determine the reimbursement amount using standard bid and/or material prices.

B. Water Improvements

1. As shown in Exhibit B, attached to this Agreement and incorporated herein, the City shall reimburse the Owner for 50% of the costs to construct public water improvements for the area delineated in the Exhibit as area 2 (A portion of the right-of-way of 13th Ave S and the right-of-way of 47th St S). This includes the installation of an 8" water main in 47th Street S and an 8" water main in the right-of-way of 13th Ave S. The amount to be reimbursed shall be determined by using the Owner's actual costs and quantities of improvements constructed. In the event that the improvement costs are not provided by the Owner or they are determined by the City to be unreasonable, the City will determine the reimbursement amount using standard bid and/or material prices.
2. The Owner is responsible for 100% of the cost of installation of services lines, except for the service line to the City's lift station the cost of which will be paid for by the City.

C. Sewer Improvements

1. As shown in Exhibit C, attached to this Agreement and incorporated herein, the City shall reimburse the Owner for 50% of the costs to construct public sanitary sewer improvements for the area delineated in the Exhibit as area 2 (A portion of the right-of-way of 13th Ave S). The amount to be reimbursed shall be determined by using the Owner's actual costs and quantities of improvements constructed. In the event that the improvement costs are not provided by the Owner or they are determined by the City to be unreasonable, the City will determine the reimbursement amount using standard bid and/or material prices.
2. The Owner is responsible for 100% of the cost of the installation of services lines.

D. Storm Drainage Improvements

1. As shown in Exhibit D, attached to this Agreement and incorporated herein, the City shall reimburse the Owner for 100% of the costs to construct public storm drainage improvements for the area delineated in the Exhibit as area 2 (West of the centerline of 47th Street South and north of East Ridge Phase 5 Block 1, Lot 1). The cost shall include the storm inlets and piping to the proposed inlet shown in the Exhibit as area 3. The amount to be reimbursed shall be determined by using the Owner's actual costs and quantities of improvements constructed. In the event that the improvement costs are not provided by the Owner or they are determined by the City to be unreasonable, the

City will determine the reimbursement amount using standard bid and/or material prices.

2. As shown in Exhibit D, the owner of Block 1, Lot 4 of Berkner Tract shall reimburse the Owner 100% of the costs to construct public storm drainage improvements for the area delineated in the Exhibit as area 3 (A portion of the right-of-way of 47th Street South). The cost shall include the storm inlets and piping from the proposed inlet to the proposed manhole on North location of 47th Street South. The amount to be reimbursed shall be determined by using the Owner's actual costs and quantities of improvements constructed. In the event that the improvement costs are not provided by the Owner or they are determined by the City to be unreasonable, the City will determine the reimbursement amount using standard bid and/or material prices.
3. As shown in Exhibit D, the owner of Lot 4, Block 1 of Berkner Tract shall reimburse the Owner 3% and City shall reimburse the Owner 95% of the costs to construct public storm drainage improvements for the area delineated in the Exhibit as area 4 (A portion of the right-of-way of 47th Street South). The cost shall include the storm inlets, piping and outfall. The amount to be reimbursed shall be determined by using the Owner's actual costs and quantities of improvements constructed. In the event that the improvement costs are not provided by the Owner or they are determined by the City to be unreasonable, the City will determine the reimbursement amount using standard bid and/or material prices.
4. The Owner is responsible for 100% of the cost for the piping, inlets and manhole for the private line including connection to the proposed manhole on north location of 47th Street South.

7. Stormwater Management.

A Stormwater Management Plan shall be developed to City standards and shall be submitted to the City Publics Works Department for review and approval prior to issuance of building permits.

8. Site Conditions.

The Owner warrants that it has conducted site investigations sufficient to be aware of all natural conditions, including, but not limited to, flooding, slopes, and soils characteristics, that may affect the installation of improvements on the site and its development for the approved use. The Owner further warrants that all plans submitted pursuant to this Agreement and all applications for building permits within the Development will properly account for all such conditions. The Owner holds the City harmless for natural conditions and for any faults in their own assessment of those conditions.

9. Maintenance Districts.

Owner hereby agrees to waive its right to protest and appeal the lawful creation by City of maintenance districts for any proper purpose including, but not limited to, fire hydrant and street maintenance and shall pay the proportionate share of the costs associated with said maintenance districts as they may be applied to the Development Parcel.

10. Public Roadway Lighting.

Owner hereby agrees to waive its right to protest and appeal any future special lighting district for public roadway lighting facilities that service the Right of Way Parcel, and further agrees to pay for its proportionate share of the costs associated with roadway lighting which services the Development Parcel that may be installed with or without a special lighting district.

11. Warranty, Ownership and Inspection of Public Improvements.

Installation of all public streets, sidewalks, curb ramps, water, sewer, storm drain, and other public improvement required for the Development Parcel shall be subject to the City's inspection policy in place at the time of installation.

12. City Acceptance and Zoning.

In consideration of the terms of this Agreement, the City hereby accepts a tract of land as legally described on Certificate of Survey #5081 located in the N ½ of Section 16 Township 9 North, Range 4 East, and, P.M. MT, Cascade County, Montana, for incorporation by annexation into the corporate limits of the City of Great Falls, Montana, as public right-of-way with an assigned zoning classification of Planned Unit Development.

13. Security for Public Improvements

The Owner shall, upon approval of the final plat, and before the installation of the required public improvements listed in this Agreement, provide the City with a performance bond, an irrevocable letter of credit, or another form of security acceptable to the Administrator in an amount equal to 135% of the costs of the required public improvements.

The security required by this section shall be returned or released upon acceptance of the required improvements, except as provided in Section 14. Following the final required inspection, the Director of Public Works shall promptly inform the Administrator, in writing, that all improvements have been inspected and are acceptable for maintenance by the City. The Administrator shall then, provided that the Development is in compliance with the final plat, all conditions of approval, this Agreement, and the OCCGF, instruct the Director of Fiscal Services to release the security, minus the portion to be held in warranty as required by Section 14 of this Agreement, to the Owner.

14. Warranty on Public Improvements

The Owner is responsible for the repair or replacement of any faults in the materials of workmanship of the required public improvements for a period of two years from the date those improvements are accepted for maintenance by the City. This warranty will be enforced by the City retaining 10% of the security required by Section 13 of this Agreement for the two-year warranty period. That sum will be released at the end of two years unless the parties are involved in a dispute about the condition, repair or replacement of any of the required improvements, in which case the funds will be held by the City until that dispute is resolved.

15. Limitation of Liability.

The City will conduct a limited review of plans and perform inspections for compliance with requirements set forth in this agreement and/or in applicable law. The scope of such review and inspections will vary based upon development type, location and site characteristics. The Owner is exclusively responsible for ensuring that the design, construction drawings, completed construction, and record drawings comply with acceptable engineering practices, State requirements, and other applicable standards. The City's limited plan review and inspections are not substantive reviews of the plans and engineering. The City's approval of any plans or completed inspections is not an endorsement of the plan or approval or verification of the engineering data and plans. Neither the Owner, Western National Properties, Inc., nor any third party may rely upon the City's limited review or approval.

The Owner shall indemnify, hold harmless and defend the City of Great Falls, its officers, agents, servants and employees and assigns from and against all claims, debts, liabilities, fines, penalties, obligations and costs including reasonable attorney fees, that arise from, result from or relate to obligations relating to that owner's property described herein. Upon the transfer of ownership of property, the prior owner's (whether it is the Owner that signed this agreement or a subsequent owner) indemnity obligation herein for the transferred property is released as to that owner and the indemnity obligation runs to the new owner of the property. Only the owner of the parcel of property at the time the City incurs the claim, debt, liability, fine, penalty, obligation or cost is obligated to indemnify, and no owner of property is obligated to indemnify for adverse conditions on property owned by someone else. This indemnification by the owner of the property shall apply unless such damage or injury results from the gross negligence or willful misconduct of the City.

16. Binding Effect.

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

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

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

Gregory T. Doyon, City Manager

ATTEST:

Lisa Kunz, City Clerk

(Seal of City)

APPROVED FOR LEGAL CONTENT*:

Sara R. Sexe, City Attorney

*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.

Western National Properties, Inc.

By: Casey Cummins
Its: President

State of Montana)

:SS.

County of Cascade)

On this 19th day of July, in the year Two Thousand and Seventeen, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Casey Cummins known to me to the persons whose names are subscribed to the instrument within and acknowledged to me that they executed the same.

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



(NOTARIAL SEAL)

Tammy Baber
Notary Public for the State of Montana

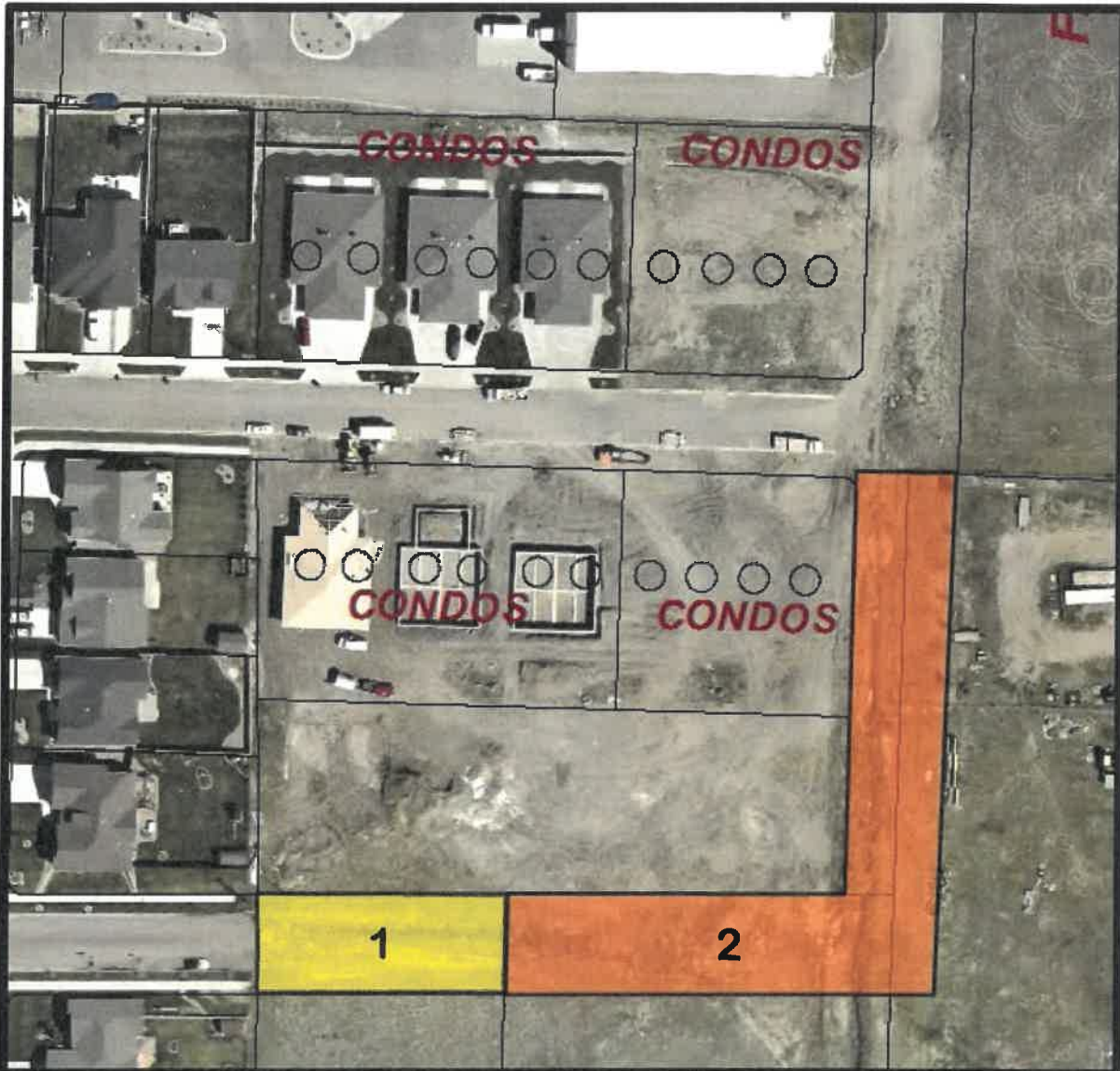
Exhibit A



Street Improvements

1. 100% Owner: Street, Curb, Sidewalk, ADA Ramps (Includes connection to existing sidewalks)
2. 100% City: Street, Curb, Curb Cuts for future ADA Ramps, No Sidewalks (includes moving the existing fence)
3. 100% Church: Street, Curb, Curb cuts for future ADA Ramps, No Sidewalk (The Church only pays if an SID per 1967 Agreement otherwise developer pays)

Exhibit B



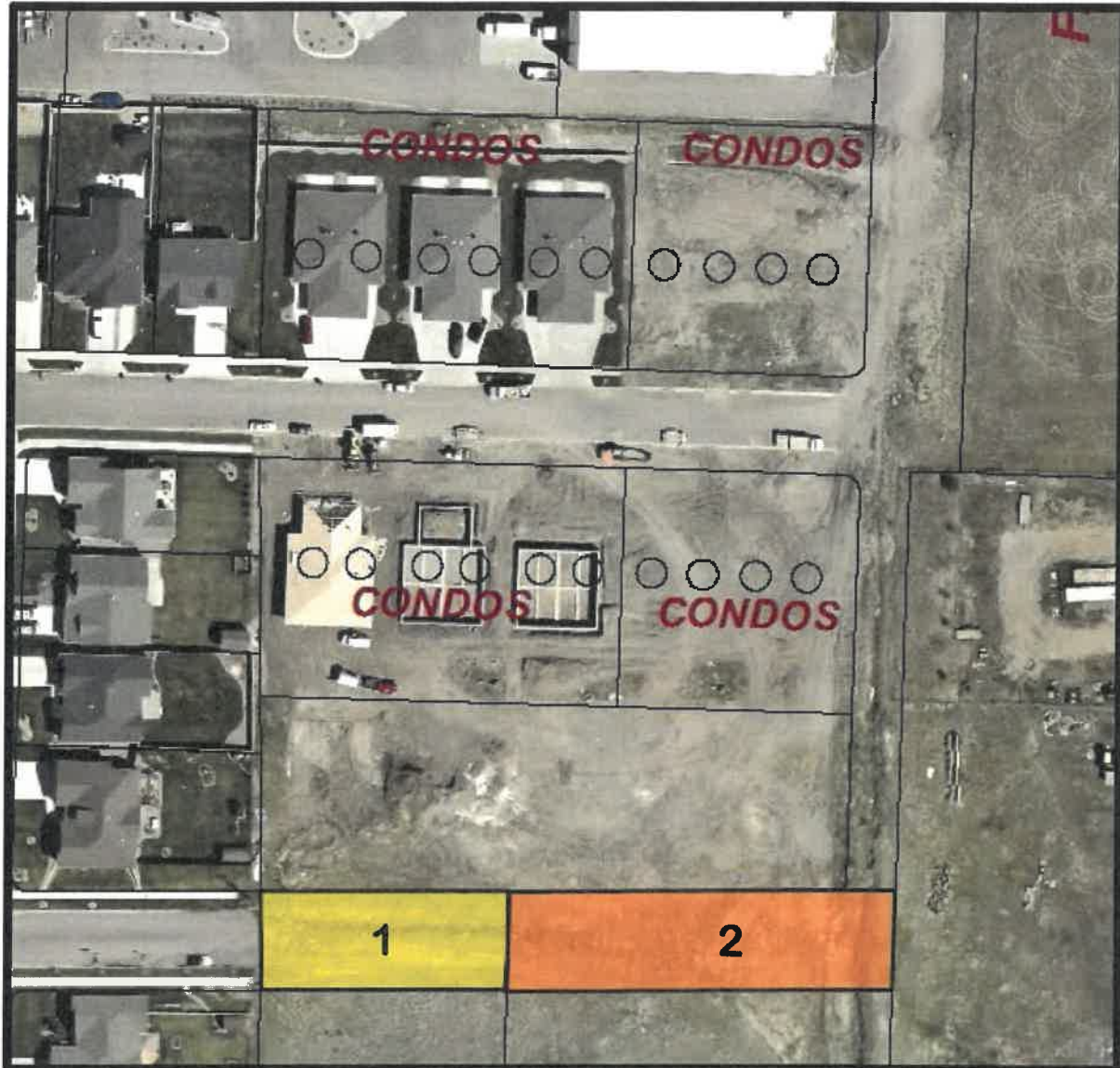
Water Improvements

1. 100% Owner

2. 50% Owner/50% City

(Owner is responsible 100% of the service lines except the service line to the lift station) which is City is 100% responsible for)

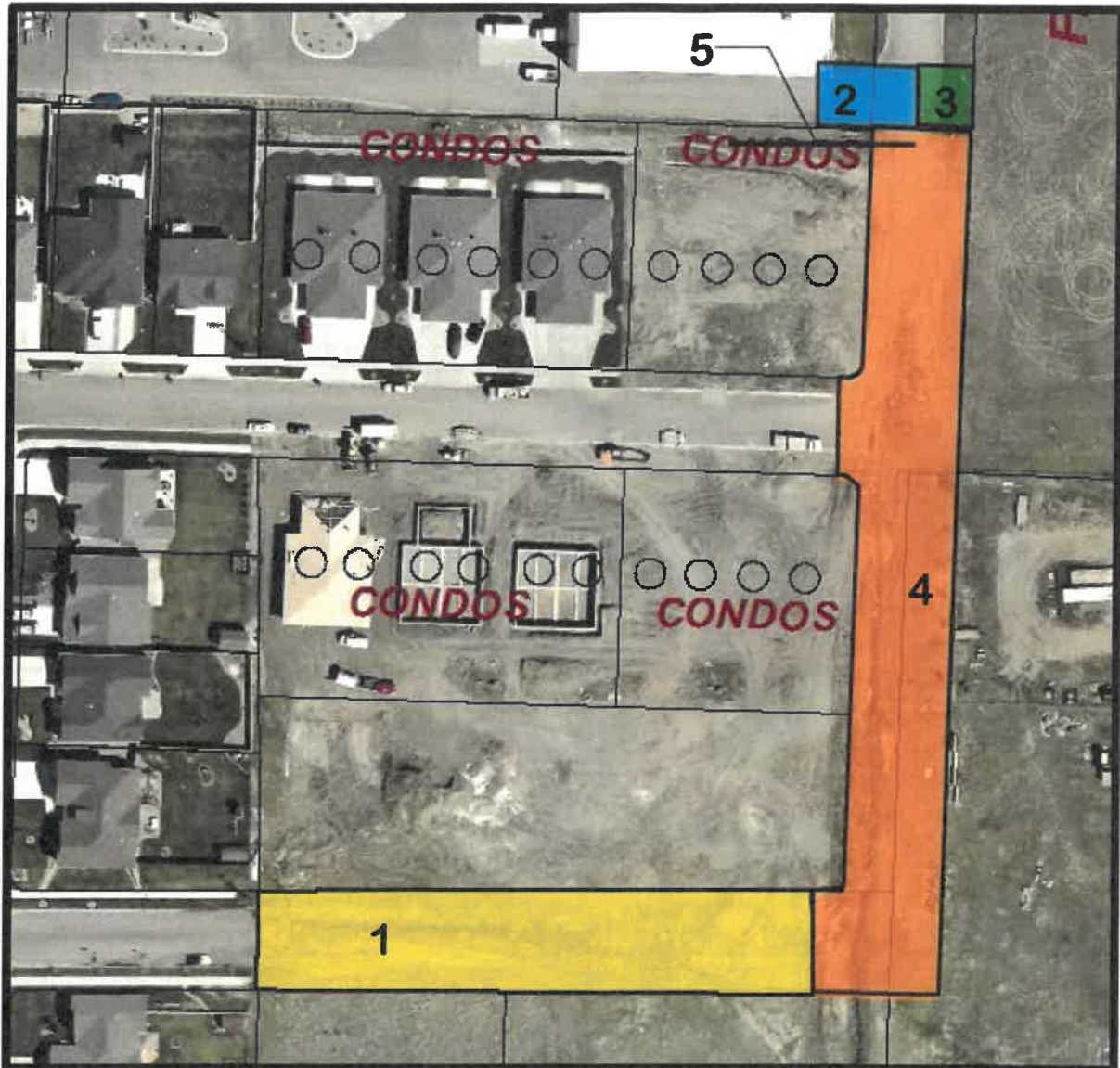
Exhibit C



Sewer Improvements

1. 100% Owner
2. 50% Owner/50% City
(Owner is responsible 100% of the all sewer services)

Exhibit D



Storm Drainage Improvements

1. No improvements proposed
2. City 100%: Storm inlets and piping from proposed inlet to proposed inlet shown in area 3.
3. Church 100%: Storm inlets and piping from proposed inlet to proposed manhole on north location of 47th Street South.
4. Owner 3%, Church 2%, City 95%: Storm inlets, piping, and outfall.
5. Owner 100%: Piping, inlets, manhole on north location of 47th Street South.



Item: Ordinance 3161, “An Ordinance Amending Title 1, Of The Official Code Of The City Of Great Falls (OCCGF), Pertaining To General OCCGF Provisions.”

From: Joseph Cik, Assistant City Attorney

Initiated By: Sara Sexe, City Attorney

Presented By: Sara Sexe, City Attorney

Action Requested: Accept Ordinance 3161 on first reading and set public hearing for September 5, 2017.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (accept/not accept) Ordinance 3161 on first reading and set the public hearing for September 5, 2017.”

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

Staff Recommendation:

Staff recommends that the City Commission accept Ordinance 3161 on first reading and set the public hearing for September 5, 2017.

Background:

Members of the City Commission and Staff have examined numerous sections of the OCCGF and have noticed various types of deficiencies throughout numerous sections of the code. The deficiencies vary from typographical errors, needed updates, and conflicts with State and Federal law. Additionally, the OCCGF conflicts in various places with itself. In an effort to cure these issues, City staff has assembled input from the different departments to begin a comprehensive revision of the Code.

The Ordinance under consideration would amend several provisions of OCCGF Title 1, pertaining to the General Provisions of the OCCGF. The vast majority of the amendments are non-substantive. Non-substantive changes include chapter re-designation to put chapters in correct numerical order, typographical errors, and reformatting of subsections.

Substantive changes include adding a description of the “City Logo” into the definitions section of Chapter 1. The definition of “City Logo” would be inserted because the Code requires that the City Logo be displayed on the City Flag. Additionally, Ordinance 3161 would add an additional provision to Chapter 2. Proposed OCCGF §1.2.040 would dictate that unless otherwise specified by the Code, or by stipulation of the parties, all administrative proceedings pursuant to the Code, would be governed by the Montana Administrative Procedure Act as codified in Mont. Code Ann. Title 2, Chapter 4. The reference to the Montana Administrative Procedure Act will eliminate future confusion when an administrative proceeding is required by the Code, but no procedure is outlined by the Code. This issue has arisen twice in recent years. Ordinance 3161 Exhibit “A” illustrates the proposed amendments with the changes highlighted in bold or strikeout. Ordinance 3161 Exhibit “B” illustrates how the proposed Code would read if the amendments are adopted.

Alternatives:

1. The Commission could vote not to accept Ord. 3161 on first reading.
2. The Commission could provide additional revisions for staff consideration.

ATTACHMENTS:

- ▢ Ord. 3161 Exhibit "A"
- ▢ Ord. 3161 Exhibit "B"
- ▢ Ord. 3161

Title 1 - GENERAL PROVISIONS

Chapter 1 CODE ADOPTION

Sections:

1.1.010 Adoption.

There is hereby adopted the "Official Code of the City of Great Falls" (OCCGF) as hereinafter published.

(Ord. 2642 §(part), 1993; Ord. 1994 §1, 1977).

1.1.020 Amendment.

Any Ordinance amending this Code shall set forth, in full, the section or sections of the Code being amended.

(Ord. 3161, 2017; Ord. 2642 § (part), 1993; Ord. 1901 §2(part), 1976).

1.1.030 Severability.

If any part of this Code is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions thereof.

(Ord. 3161, 2017; Ord. 2642 § (part), 1993; Ord. 1994 §9, 1977).

Chapter 42 GENERAL PROVISIONS

Sections:

1.42.010 Form of government.

The form of government is "commission-manager" established by charter with self-governing powers.

(Ord. 3161, 2017; Ord. 2642 §(part), 1993).

Exhibit "A"

Title 1 - GENERAL PROVISIONS

1.42.020 Definitions.

Unless otherwise specified, or a different meaning is plainly intended, the following definitions apply throughout this Code:

- A. "Board of Appeals" hereinafter referred to as the Board of Adjustment.
- B. "City" means the City of Great Falls, Montana, or the area within the territorial limits of the City of Great Falls, Montana, and such territory outside of the City over which the City has jurisdiction or control by virtue of any constitutional or statutory provision.
- C. **"City Logo" means a banner with the words, "City of Great Falls"; depicting Lewis and Clark, the falls, buffalo skull representing Charlie Russell, the sky, the smoke stack, and the word Montana.**
- D. "Computation of time" means the time within which an act is to be done. It shall be computed by excluding the first day and including the last day; and if the last day is a Sunday or a legal holiday, that day shall be excluded.
- E. "Commission" means the City Commission of the City of Great Falls, Montana. "All its members" or "all Commissioners" means the total number of Commissioners provided by the general laws of the State of Montana.
- F. "County" means ~~the Cascade County of Cascade~~, Montana.
- G. "Law" denotes applicable federal law, the ~~e~~Constitution and ~~s~~Statutes of the State of Montana, the Ordinances of the City of Great Falls, and when appropriate, any and all rules and regulations which may be promulgated thereunder.
- H. "Manager" means City Manager.
- I. "May" is permissive.
- J. "Month" means a calendar month.
- K. "Must" and "shall" are mandatory.

Exhibit "A"

Title 1 - GENERAL PROVISIONS

- L. "Oath" shall be construed to include an affirmation or declaration in all cases in which, by law, an affirmation may be substituted for an oath, and in such cases the words "swear" and "sworn" shall be equivalent to the words "affirm" and "affirmed."
- M. "Ordinance" means a law of the City; provided that a temporary or special law, administrative action, order, or directive, may be in the form of a resolution.
- N. "Owner" applied to a building, or land, includes any single owner, joint owner or tenant in common, of the whole or a part of such building or land.
- O. "Person" means natural person, **manager, lessee, agent, or officer of any** joint venture, joint stock company, partnership, association, club, company, corporation, business, trust, organization., ~~or the manager, lessee, agent, servant, officer or employee of any of them.~~
- P. "Personal property" includes money, goods, chattels, things in action, and evidences of debt.
- Q. "Preceding" and "following" mean next before and next after, respectively.
- R. "Property" includes real and personal property.
- S. "Real property" includes lands, tenements, and hereditament.
- T. "Sidewalk" means that portion of a street between the curb-line and the adjacent property line intended for the use of pedestrians.
- U. "State" means the State of Montana.
- V. "Street" includes all streets, highways, avenues, lanes, alleys, courts, places, squares, curbs, or other public ways in this City which have been, or may hereafter be, dedicated and open to public use, or such other public property so designated in any law of the State.
- W. "Tenant" and "occupant," applied to a building or land, includes any person who occupies whole or a part of such building or land, whether alone or with others.

Exhibit "A"

Title 1 - GENERAL PROVISIONS

- X. "Title of Office." Use of the title of any officer, employee, department, board, or commission means that officer, employee, department, board, or commission of the City.
- Y. "Written" includes printed, typewritten, mimeographed or multi-graphed.
- Z. "Year" means a calendar year.
- AA. All words and phrases shall be construed and understood according to the common and approved usage of the language; but technical words and phrases, and such others as may have acquired a peculiar and appropriate meaning in the law, shall be construed and understood according to such peculiar and appropriate meaning.

(Ord. 3161, 2017; Ord. 2642 §(part), 1993).

1.42.030 City limits.

The corporate limits of the City shall be as shown on the official City map, ~~which map~~ **which** -shall be on file in the Department of Public Works at all times.

(Ord. 3161, 2017; Ord. 2642 § (part), 1993; Prior code §1-3-1).

1.2.040 Montana Administrative Procedure Act.

Unless otherwise specified in this Code, or by stipulation of the parties, all administrative proceedings, pursuant to this Code, will be governed by the Montana Administrative Procedure Act, Mont. Code Ann. Title 2, Chapter 4.

(Ord. 3161, 2017).

Chapter 3 SEALS, SYMBOLS, AND DEDICATIONS

Sections:

1.43.0410 City seal.

The corporate seal of the City shall be **designed as follows:**

Exhibit "A"

Title 1 - GENERAL PROVISIONS

- A. circular in form with inner and outer circles of rope design. The outer circle shall be one and three-fourths ($1\frac{3}{4}$) inches in diameter, and the inner circle shall be one and one-fourth ($1\frac{1}{4}$) inches in diameter;-
- B. It shall bear upon the upper portion of the space between the inner and outer circles the words, "City of Great Falls" and upon the lower portion of the space the word, "Montana-";
- C. Upon the upper portion of the space within the inner circle shall be the word, "Seal" and upon the lower portion of the space the inscription, "Incorporated 1888-"; **and**
- D. All lettering shall be in gothic style type. Within the inner circle shall also be a replica of a waterfall.

(Ord. 3161, 2017; Ord. 2642 §(part), 1993; Prior code §1-4-1).

1.43.04250 City flag.

- A. **Official Flag.** The flag hereafter described is adopted as the Official Flag of the City of Great Falls for the purpose of display in the Commission Chambers. Replicas of the Official Flag of the City of Great Falls may be used by elected officials and City staff for representing and publicizing purposes in City-related events.
- B. **Description.** On the background of white shall appear the **City logo of the City of Great Falls** surrounded by a blue border.

(Ord. 3161, 2017; Ord. No. 3064, § 1, 2-1-2011).

1.43.0530 Official flower.

The "iris" is designated and shall be the official flower of the City.

(Ord. 3161, 2017; Ord. 2642 §(part), 1993; Prior code §1-12-1).

1.43.05450 Naming and renaming City parks.

- A. **Naming a park.** To name a City park the following procedure shall be used.:
 - 1. Each park shall be named upon adoption of a resolution by the City Commission. The City Commission shall conduct a public hearing prior to the consideration of the park naming resolution.

Exhibit "A"

Title 1 - GENERAL PROVISIONS

2. When developing names for a park, the Neighborhood Council in the district where the park is located may review a list of options submitted by the Park and Recreation staff in order to make a recommendation to the Park and Recreation Board. The Park and Recreation Board may use the input of the Neighborhood Council, and any interested citizens, when making a recommendation to the City Commission.

B. Changing the name of park. To change a name of a park the following procedure shall be used:

1. A written request for a park name change shall be submitted to the Park and Recreation Director;-
2. The Park and Recreation Director shall meet with the appropriate Neighborhood Council **and any interested citizens** to discuss the requested name change and receive a recommendation from them to take to the Park and Recreation Board;-
3. The Park and Recreation Board shall make a recommendation to the City Commission based on, but not limited to, the following:
 - ai. Justification/rationale for change;
 - bii. Appropriateness of the proposed name; **and**
 - eiii. Amount of support for the change;
4. The park name may be changed upon adoption of a resolution by the City Commission. The City Commission shall conduct a public hearing on the resolution changing the name of the park.

C. Park names in memory, dedication or in honor of an individual or group. Parks named in memory, dedication, or in honor of an individual will only be done, if that person has made a significant contribution toward the development of that specific park, or in some way has made a notable contribution to the City, State, or Nation. In order for a park to be named after a group, club, or organization, that entity must have made a major financial or service contribution toward the development of that specific park.

(Ord. 3161, 2017; Ord. 2770, 2000).

Title 1 - GENERAL PROVISIONS

Chapter 4 ORDINANCE POSTING AND PENALTY

Sections:

1.4.010 (Renumbered)

1.4.020 (Renumbered)

1.4.030 (Renumbered)

1.4.040 (Renumbered)

1.4.050 (Renumbered)

1.4.060 Posting of ordinances.

Except as otherwise specified, an ordinance shall contain only one (1) comprehensive subject clearly expressed in its title and shall be posted **on the Great Falls Civic Center posting board and the Great Falls City website**. ~~in three (3) conspicuous places within the City, as the governing body shall direct and prescribe.~~

(Ord. 3161, 2017; Ord. 2642 § (part), 1993; Ord. 1903 §2(part), 1976).

1.4.070 General penalty.

- A. Except as otherwise specified, any person convicted of a violation of any section of this Code shall be fined a sum not to exceed five hundred dollars (\$500.00) or incarcerated for a period not to exceed six (6) months, or both.

(Ord. 2642 § (part), 1993; Ord. 1902 §2(part), 1976)

- B. Any person convicted of a violation of any section of this Code, where any duty is prescribed or obligation imposed, shall be deemed guilty of a misdemeanor. A separate offense shall be deemed committed upon each day such duty or obligation remains unperformed or such act continues, unless otherwise specifically provided in this Code.

(Ord. 2642 § (part), 1993; Ord. 1902 §2(part), 1976).

- C. Any person convicted of a violation of this Code, the Montana Code Annotated, or is determined by the City Manager or his designee to be behaving in a disorderly or abusive manner, on the property of the City of Great Falls may be banned from entering, or remaining upon, said property for a period not to exceed one year.

Exhibit "A"

Title 1 - GENERAL PROVISIONS

(Ord. 3148, 2017).

Title 1 - GENERAL PROVISIONS

Chapter 1 CODE ADOPTION

Sections:

1.1.010 Adoption.

There is hereby adopted the "Official Code of the City of Great Falls" (OCCGF) as hereinafter published.

(Ord. 2642 §(part), 1993; Ord. 1994 §1, 1977).

1.1.020 Amendment.

Any Ordinance amending this Code shall set forth, in full, the section or sections of the Code being amended.

(Ord. 3161, 2017; Ord. 2642 § (part), 1993; Ord. 1901 §2(part), 1976).

1.1.030 Severability.

If any part of this Code is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions thereof.

(Ord. 3161, 2017; Ord. 2642 § (part), 1993; Ord. 1994 §9, 1977).

Chapter 2 GENERAL PROVISIONS

Sections:

1.2.010 Form of government.

The form of government is "commission-manager" established by charter with self-governing powers.

(Ord. 3161, 2017; Ord. 2642 §(part), 1993).

Exhibit "B"

Title 1 - GENERAL PROVISIONS

1.2.020 Definitions.

Unless otherwise specified, or a different meaning is plainly intended, the following definitions apply throughout this Code:

- A. "Board of Appeals" hereinafter referred to as the Board of Adjustment.
- B. "City" means the City of Great Falls, Montana, or the area within the territorial limits of the City of Great Falls, Montana, and such territory outside of the City over which the City has jurisdiction or control by virtue of any constitutional or statutory provision.
- C. "City Logo" means a banner with the words, "City of Great Falls"; depicting Lewis and Clark, the falls, buffalo skull representing Charlie Russell, the sky, the smoke stack, and the word Montana.
- D. "Computation of time" means the time within which an act is to be done. It shall be computed by excluding the first day and including the last day; and if the last day is a Sunday or a legal holiday, that day shall be excluded.
- E. "Commission" means the City Commission of the City of Great Falls, Montana. "All its members" or "all Commissioners" means the total number of Commissioners provided by the general laws of the State of Montana.
- F. "County" means Cascade County, Montana.
- G. "Law" denotes applicable federal law, the Constitution and Statutes of the State of Montana, the Ordinances of the City of Great Falls, and when appropriate, any and all rules and regulations which may be promulgated thereunder.
- H. "Manager" means City Manager.
- I. "May" is permissive.
- J. "Month" means a calendar month.
- K. "Must" and "shall" are mandatory.

Exhibit "B"

Title 1 - GENERAL PROVISIONS

- L. "Oath" shall be construed to include an affirmation or declaration in all cases in which, by law, an affirmation may be substituted for an oath, and in such cases the words "swear" and "sworn" shall be equivalent to the words "affirm" and "affirmed."
- M. "Ordinance" means a law of the City; provided that a temporary or special law, administrative action, order, or directive may be in the form of a resolution.
- N. "Owner" applied to a building, or land, includes any single owner, joint owner or tenant in common, of the whole or a part of such building or land.
- O. "Person" means natural person, manager, lessee, agent, or officer of any joint venture, joint stock company, partnership, association, club, company, corporation, business, trust, organization.
- P. "Personal property" includes money, goods, chattels, things in action, and evidences of debt.
- Q. "Preceding" and "following" mean next before and next after, respectively.
- R. "Property" includes real and personal property.
- S. "Real property" includes lands, tenements, and hereditament.
- T. "Sidewalk" means that portion of a street between the curb-line and the adjacent property line intended for the use of pedestrians.
- U. "State" means the State of Montana.
- V. "Street" includes all streets, highways, avenues, lanes, alleys, courts, places, squares, curbs, or other public ways in this City which have been, or may hereafter be, dedicated and open to public use, or such other public property so designated in any law of the State.
- W. "Tenant" and "occupant," applied to a building or land, includes any person who occupies whole or a part of such building or land, whether alone or with others.
- X. "Title of Office." Use of the title of any officer, employee, department, board, or commission means that officer, employee, department, board, or commission of the City.

Exhibit "B"

Title 1 - GENERAL PROVISIONS

- Y. "Written" includes printed, typewritten, mimeographed or multi-graphed.
- Z. "Year" means a calendar year.
- AA. All words and phrases shall be construed and understood according to the common and approved usage of the language; but technical words and phrases, and such others as may have acquired a peculiar and appropriate meaning in the law, shall be construed and understood according to such peculiar and appropriate meaning.

(Ord. 3161, 2017; Ord. 2642 §(part), 1993).

1.2.030 City limits.

The corporate limits of the City shall be as shown on the official City map which shall be on file in the Department of Public Works at all times.

(Ord. 3161, 2017; Ord. 2642 § (part), 1993; Prior code §1-3-1).

1.2.040 Montana Administrative Procedure Act.

Unless otherwise specified in this Code, or by stipulation of the parties, all administrative proceedings, pursuant to this Code, will be governed by the Montana Administrative Procedure Act, Mont. Code Ann. Title 2, Chapter 4.

(Ord. 3161, 2017).

Chapter 3 SEALS, SYMBOLS, AND DEDICATIONS

Sections:

1.3.010 City seal.

The corporate seal of the City shall be designed as follows:

- A. circular in form with inner and outer circles of rope design. The outer circle shall be one and three-fourths ($1\frac{3}{4}$) inches in diameter, and the inner circle shall be one and one-fourth ($1\frac{1}{4}$) inches in diameter;

Exhibit "B"

Title 1 - GENERAL PROVISIONS

- B. It shall bear upon the upper portion of the space between the inner and outer circles the words, "City of Great Falls" and upon the lower portion of the space the word, "Montana";
- C. Upon the upper portion of the space within the inner circle shall be the word, "Seal" and upon the lower portion of the space the inscription, "Incorporated 1888"; and
- D. All lettering shall be in gothic style type. Within the inner circle shall also be a replica of a waterfall.

(Ord. 3161, 2017; Ord. 2642 §(part), 1993; Prior code §1-4-1).

1.3.020 City flag.

- A. **Official Flag.** The flag hereafter described is adopted as the Official Flag of the City of Great Falls for the purpose of display in the Commission Chambers. Replicas of the Official Flag of the City of Great Falls may be used by elected officials and City staff for representing and publicizing purposes in City-related events.
- B. **Description.** On the background of white shall appear the City logo surrounded by a blue border.

(Ord. 3161, 2017; Ord. No. 3064, § 1, 2-1-2011).

1.3.030 Official flower.

The "iris" is designated and shall be the official flower of the City.

(Ord. 3161, 2017; Ord. 2642 §(part), 1993; Prior code §1-12-1).

1.3.040 Naming and renaming City parks.

- A. **Naming a park.** To name a City park the following procedure shall be used.:
 - 1. Each park shall be named upon adoption of a resolution by the City Commission. The City Commission shall conduct a public hearing prior to the consideration of the park naming resolution.
 - 2. When developing names for a park, the Neighborhood Council in the district where the park is located may review a list of options submitted by the Park and Recreation staff in order to make a recommendation to the Park and Recreation Board. The Park and Recreation Board may use the input of the Neighborhood Council, and any interested citizens, when making a recommendation to the City Commission.

Exhibit "B"

Title 1 - GENERAL PROVISIONS

- B. **Changing the name of park.** To change a name of a park the following procedure shall be used:
1. A written request for a park name change shall be submitted to the Park and Recreation Director;
 2. The Park and Recreation Director shall meet with the appropriate Neighborhood Council and any interested citizens to discuss the requested name change and receive a recommendation from them to take to the Park and Recreation Board;
 3. The Park and Recreation Board shall make a recommendation to the City Commission based on, but not limited to, the following:
 - i. Justification/rationale for change;
 - ii. Appropriateness of the proposed name; and
 - iii. Amount of support for the change;
 4. The park name may be changed upon adoption of a resolution by the City Commission. The City Commission shall conduct a public hearing on the resolution changing the name of the park.
- C. **Park names in memory, dedication or in honor of an individual or group.** Parks named in memory, dedication, or in honor of an individual will only be done, if that person has made a significant contribution toward the development of that specific park, or in some way has made a notable contribution to the City, State, or Nation. In order for a park to be named after a group, club, or organization, that entity must have made a major financial or service contribution toward the development of that specific park.

(Ord. 3161, 2017; Ord. 2770, 2000).

Title 1 - GENERAL PROVISIONS

Chapter 4 ORDINANCE POSTING AND PENALTY

Sections:

1.4.010 (Renumbered)

1.4.020 (Renumbered)

1.4.030 (Renumbered)

1.4.040 (Renumbered)

1.4.050 (Renumbered)

1.4.060 Posting of ordinances.

Except as otherwise specified, an ordinance shall contain only one (1) comprehensive subject clearly expressed in its title and shall be posted on the Great Falls Civic Center posting board and the Great Falls City website.

(Ord. 3161, 2017; Ord. 2642 § (part), 1993; Ord. 1903 §2(part), 1976).

1.4.070 General penalty.

- A. Except as otherwise specified, any person convicted of a violation of any section of this Code shall be fined a sum not to exceed five hundred dollars (\$500.00) or incarcerated for a period not to exceed six (6) months, or both.

(Ord. 2642 § (part), 1993; Ord. 1902 §2(part), 1976)

- B. Any person convicted of a violation of any section of this Code, where any duty is prescribed or obligation imposed, shall be deemed guilty of a misdemeanor. A separate offense shall be deemed committed upon each day such duty or obligation remains unperformed or such act continues, unless otherwise specifically provided in this Code.

(Ord. 2642 § (part), 1993; Ord. 1902 §2(part), 1976).

- C. Any person convicted of a violation of this Code, the Montana Code Annotated, or is determined by the City Manager or his designee to be behaving in a disorderly or abusive manner, on the property of the City of Great Falls may be banned from entering, or remaining upon, said property for a period not to exceed one year.

(Ord. 3148, 2017).

Exhibit "B"

Title 1 - GENERAL PROVISIONS

ORDINANCE 3161

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS AMENDING TITLE 1, OF THE OFFICIAL CODE OD THE CITY OF GREAT FALLS (OCCGF), PERTAINING TO GENERAL OCCGF PROVISIONS

* * * * *

WHEREAS, the City Commission established Title 1 of the OCCGF outlining the General Provisions pertaining to the OCCGF; and

WHEREAS, the City Commission has recognized deficiencies throughout OCCGF Title 1, including but not limited to, typographical, grammatical, formatting, and referencing deficiencies; and

WHEREAS, the City Commission wishes to cure the deficiencies contained in OCCGF Title 1; and

WHEREAS, the City Commission wishes to establish a codified description of the “City Logo” and establish procedures for administrative proceedings not otherwise established by the OCCGF.

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

Section 1. OCCGF Title 1 pertaining to the General Provisions be amended as depicted in Exhibit “A” attached hereto, which removes any language indicated by a ~~strike out~~ and inserts any language that is **bolded**; and

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

ACCEPTED by the City Commission of the City of Great Falls, Montana on first reading August 15, 2017.

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

Bob Kelly, Mayor

ATTEST:

Lisa Kunz, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

Sara 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 City Commission, Ordinance 3161 in three conspicuous places within the limits of said City to-wit:

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

Lisa Kunz, City Clerk

(CITY SEAL)



Item: Ordinance 3166 -"An Ordinance Amending Title 17, Chapter 20, of the Official Code of the City of Great Falls (OCCGF), Pertaining to Exhibit 20-1 Principal Uses by District."

From: Leslie Schwab, Planner II, Planning and Community Development

Initiated By: Planning and Community Development

Presented By: Craig Raymond, Director, Planning and Community Development

Action Requested: City Commission accept Ordinance 3166 on first reading and set a public hearing for September 5, 2017.

Suggested Motion:

1. Commissioner moves:

"I move that the City Commission (accept/not accept) Ordinance 3166 on first reading and set a public hearing for September 5, 2017."

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

Staff Recommendation:

That the City Commission accept Ordinance 3166 on first reading and set a public hearing for September 5, 2017.

Summary:

The intent of the proposed zoning change is two-fold: Give owners of underutilized commercial properties more options to develop or lease their spaces for religious organizations; and to allow congregations more flexibility to conduct religious assembly, so that local land use regulations do not impose unjustified, substantial burden on religious exercise. Including Worship Facilities in C-2 zoning districts (totaling 1085 acres) will increase the overall land area to approximately 70% of the city within which religious uses can potentially locate.

The proposed amendment to C-2 General Commercial will add Worship Facilities to the existing uses, which include: high-traffic businesses, special care facilities, hotels, taverns, casinos, restaurants, sales/retail, general services, equipment repair and rentals, auto-related businesses, storage, indoor sports and entertainment, government and civic uses, communities centers, cultural facilities, health care facilities, schools, and cell towers (not a comprehensive list).

Background:

While this is a City-initiated request, it is based on a situation that arose last year where a religious organization signed a lease to operate as a tenant within a small shopping area located at 105 Smelter Avenue. During staff's review of the Safety Inspection Certificate (SIC) to allow the use on this property, staff discovered that "Worship Facility" was not a Permitted Use within the General Commercial C-2 zoning district. After internal discussion, staff decided to allow the SIC request for only a short-term basis with the understanding that a code amendment would be submitted for consideration to allow this use within the C-2 zoning district. Generally speaking, Worship Facilities are authorized through a Conditional Use Permit process in residential zoning districts, but are Permitted Uses in non-residential zoning districts.

Worship Facility is defined in Title 17 as "...a place and/or building, or portion thereof, that has tax-exempt status and that is used or is intended as a place where people can regularly assemble for religious worship and associated activities. The term includes sanctuaries, chapels, cathedrals, churches, synagogues, and temples and other onsite accessory buildings such as parsonages, friaries, convents, fellowship halls, Sunday schools, rectories, and day care centers within the same structure. The term does not include, community recreation facilities, dormitories, private educational facilities, emergency shelters, health care facilities, and the like."

Currently, worship facilities are permitted in approximately half the city. They are permitted in C-1, M-1, M-2, C-5, and AI zones. Worship facilities are also Conditional Uses in the C-4 zoning district (downtown) and in all residential zones, citywide. Presently, worship facilities are not allowed in C-2, C-3, PLI (Public Lands and institutional), I-1, I-2 (industrial zones), or POS (Parks and open space) zones. Presently, they have one special standard that must be met before locating on any particular parcel; that is: to have one property line abutting a street classified as collector or higher street (Title 17.20.6.180).

Public Notice for the July 11, 2017, Planning Advisory Board/Zoning Commission Public Hearing was published in the Great Falls Tribune on June 25, 2017. Staff received one (1) telephone inquiry regarding the proposed amendment. No substantive comments from agency staff were received.

All Neighborhood Councils will be copied on the distribution of the staff report and Findings of Fact, and notified of the public hearing.

At the close of the public hearing, Zoning Commission members asked questions and listened to testimony and then voted to recommend that City Commission approve the proposed zoning change to add "Worship Facility" to C-2 zoning districts within the City.

Impacts to Commercial Development and Casinos:

Staff believes there are two impact issues that should be considered in association with the proposed text amendment. The first is whether the allowance of Worship Facilities as a Permitted Use would somehow negatively impact the build-out of the C-2 zoning district for more typical commercial uses. On the first issue, staff sees no negative impacts. First, properties zoned C-2 generally have very high appraised value. Churches would likely target re-use of existing buildings, small tenant spaces within such buildings, or abandoned, lower value properties. Development of such spaces is a positive outcome and would not negatively impact overall commercial development in Great Falls. There is a surplus of real estate zoned C-2 in the community.

The impact to Casinos was noted by Zoning Commission members prior to the public hearing. The City's Land Development Code (17.20.6.140) notes that "Casinos shall not locate within six hundred (600) feet of an education facility (K through post-secondary), worship facility, park, or playground." On this issue, staff notes the following: 1) due to different regulations in the past, there are already "encroachments" where existing casinos and existing schools, churches, or parks are located within 600 feet of each other, 2) all of these existing situations are "Existing, Non-conforming" unless the casino in question is abandoned and re-activated or a brand new casino approval is sought, and 3) the regulation does not prevent a church from locating within 600 feet of a casino.

Fiscal Impact:

There are no anticipated fiscal impacts associated with this very minor code amendment. The amendment will give owners of C-2 zoned property more flexibility for an additional use.

Alternatives:

The City Commission could deny the text amendment request. If this is the case, then the decision could be appealed to District Court.

Concurrences:

Notice of the proposed text amendment was provided to various city departments. No concerns of any kind were expressed.

ATTACHMENTS:

- ▢ Draft Ordinance Number 3166
- ▢ Findings of Fact: Adding Worship Facility to C-2

ORDINANCE 3166

**AN ORDINANCE AMENDING TITLE 17, CHAPTER 20, OF THE
OFFICIAL CODE OF THE CITY OF GREAT FALLS (OCCGF),
PERTAINING TO EXHIBIT 20-1 PRINCIPAL USES BY DISTRICT**

* * * * *

WHEREAS, the land uses are categorized in Title 17, Chapter 20, Article 3, Section 010 as principal, accessory, and temporary; and,

WHEREAS, Exhibit 20-1 lists the uses as allowed in one (1) or more base zoning districts; and,

WHEREAS, the coding system, as described below, is used to identify the appropriateness of the land uses in each of the various base districts and the type of review if allowed:

"P" indicates that the use is permitted in the district by right,

"C" indicates that the use is permitted in the district as a conditional use,

"-" indicates that the use is not permitted in the district; and

WHEREAS, the land use *Worship Facility* is already identified as a Permitted Use in multiple nonresidential zoning districts, including two commercial zoning districts; and

WHEREAS, allowing religious congregations more locations to practice their religious faith is in the best interest of the community; and

WHEREAS, allowing Worship Facilities as a Permitted Land Use in the C-2 General Commercial zoning district will increase redevelopment options without compromising commercial development opportunities; and

WHEREAS, notice of public hearing was published in the *Great Falls Tribune* advising that a public hearing on this text amendment would be held on the 5th day of September, 2017, before final passage of said Ordinance herein; and

WHEREAS, following said public hearing, it was found and decided that said text amendment be made.

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

Section 1. Title 17, Chapter 20, Exhibit 20-1 be amended to include Worship Facility as a Permitted Use in C-2 General Commercial base zoning districts, citywide.

Section 2. This Ordinance shall be in full force and effect thirty (30) days after its passage and adoption by the City Commission.

ACCEPTED by the City Commission of the City of Great Falls, Montana on first reading August 15, 2017.

ADOPTED by the City Commission of the City of Great Falls, Montana, on second reading September 5, 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 3166 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

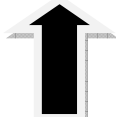
 Lisa Kunz, City Clerk

(CITY SEAL)

OCCGF Title 17 Chapter 20
 Exhibit 20-1. Principal Uses by District

Use	R-1	R-2	R-3	R-5	R-6	R-9	R-10	C-1	C-2	C-3	C-4	C-5	M-1	M-2	PLI	POS	GFIA	I-1	I-2	Special Standards
Community center	C	C	C	C	C	C	C	C	P	-	P	P	P	P	P	C	-	-	-	
Community cultural facility	C	C	C	C	C	C	C	P	P	-	P	P	P	P	P	C	-	-	-	
Community garden	P	P	P	P	P	P	P	C	C	C	C	P	P	P	P	P	P	C	C	17.20.6.175
Public safety facility	C	C	C	C	C	C	C	C	P	C	P	P	P	P	P	-	P	P	-	
Worship facility	C	C	C	C	C	C	C	P	-	-	C	P	P	P	-	-	P	-	-	17.20.6.180

Exhibit 20-1


**ADD "P" TO
 C-2
 COLUMN**

APPENDIX B:
DRAFT
FINDINGS OF FACT
WORSHIP FACILITY IN C-2

DRAFT

FINAL DRAFT
FINDINGS OF FACT
TITLE 17 TEXT AMENDMENT
To the
C-2 ZONING DISTRICT
August 15, 2017

PRIMARY REVIEW CRITERIA:

The basis for decisions on zoning text amendments is listed in the Official Code of the City of Great Falls § 17.16.40.030 of the Land Development Code. The recommendation of the Zoning Commission and the decision of City Commission shall, at a minimum, consider the following criteria:

Staff Findings of Fact:

1. The amendment is consistent with and furthers the intent of the City's Growth Policy.

As one would expect with a minor text amendment, the City's Growth Policy does not address the specific situation being considered. However, the proposed text amendment is, in general, consistent with the overall intent and purpose of the 2013 City Growth Policy Update. Stated goals of the Growth Policy that are consistent with this initiative are:

- Urban Form – Env 2.3 – Enhance the urban built environment by promoting infill and redevelopment in the City, and;
- Land Use – Phy 4.1 – Encourage a balanced mix of land uses throughout the City.

Broadening the geographic opportunities for worship facilities supports the Growth Policy's goal of finding "new, innovative solutions and problem solving in the City". Including Worship Facilities in C-2 districts facilitates adaptive reuse of underutilized commercial spaces.

2. The amendment is consistent with and furthers adopted neighborhood plans, if any.

Great Falls is separated into nine Neighborhood Councils. There are no adopted Neighborhood Plans for any of the Councils within the City. Staff provided the Neighborhood Council Chairs with copies of the staff report, findings of fact, and appendices as part of the notification process outlined in Title 17.16.4.010 of the City's zoning code.

3. The amendment is consistent with other planning documents adopted by the City Commission, including the river corridor plan, transportation plan and sub-area plans.

It is impossible to gauge at a citywide scale how this amendment would affect transportation. Impacts to traffic and parking will need to be addressed on a case-by-case basis but the nature of general commercial zoning and regulation is to accommodate high-traffic use and related uses.

4. The code with the amendment is internally consistent.

The proposed amendment will create more consistency in the Land Development Code. Currently, Worship Facilities are permitted in multiple commercial and non-residential zoning districts.

5. The text amendment is the least restrictive approach to address issues of public health, safety, and welfare.

The text amendment fosters the health, safety and the general welfare of residents by increasing the total land area where worship facilities can locate and serve their community.

6. The City has or will have the financial and staffing capability to administer and enforce the amendment.

The City has the financial and staffing capability to enforce the text amendment if it is approved. This is a very minor change to the zoning code.

DRAFT



Item: Ordinance 3167: An ordinance by the City Commission of the City of Great Falls to rezone the property legally described as: Lot 5, Block 348, Great Falls Fourth Addition located in Section 7, Township 20 North, Range 4 East, P.M.M. Cascade County, Montana, From C-1 neighborhood commercial to R-3 single-family high density

From: Leslie Schwab, Planner II, Planning and Community Development

Initiated By: Planning and Community Development

Presented By: Craig Raymond, Director, Planning and Community Development

Action Requested: City Commission accept Ordinance 3167 on first reading and set a public hearing for September 5, 2017.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (accept/not accept) Ordinance 3167 on first reading and set a public hearing for September 5, 2017.”

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

Staff Recommendation:

That the City Commission accept Ordinance 3167 on first reading and set a public hearing for September 5, 2017.

Summary:

The subject property is currently zoned C-1 Neighborhood Commercial District. The Planning and Community Development Department requests that the subject property be rezoned to R-3 Single-family High Density in order to facilitate the current owner’s desire to redevelop the property in keeping with its current use.

Background:

The subject property is located at 2016 Central Avenue E on the south side of the roadway. In total, the

property comprises 7500 square feet on a 50-foot wide by 150-foot deep lot having two (2) existing structures on the property: a single family dwelling constructed circa 1941 and a 240 square foot outbuilding built in 1945.

While this is a City-initiated rezoning request, it is based on a request from the current property owner, Michele Miranti, to construct a detached garage on the rear of the property. When staff and the contractor discussed the request last year, it was discovered that the property was zoned C-1 Neighborhood Commercial. Given that the property is a long-standing residential use and because the property is residential in character and next to a residential zone, rezoning the property was determined to be the best option. If residential zoning is granted for the property, a garage can be constructed that can comply with all zoning standards. Leaving the commercial zoning in place would prevent the garage from being constructed in the desired location because the C-1 district requires a 10-foot side setback while the R-3 district requires a 2-foot setback.

Public Notice for the Planning Advisory Board/Zoning Commission Public Hearing was published in the Great Falls Tribune on June 25, 2017. Written notice of the public hearing was mailed to neighborhood council chairs for NC #8 and NC #9. Staff has received one inquiry regarding this project, and no substantive comments from agency staff were received.

Zoning Map Amendment Request:

The subject property is currently zoned C-1 Neighborhood Commercial District. The Planning and Community Development Department requests that the subject property be rezoned to R-3 Single-family High Density in order to facilitate the current owner's desire to add the aforementioned garage on the property. The Official Code of the City of Great Falls (OCCGF) Title 17 - Land Development Code §17.20.2.040 Establishment and Purpose of Districts, describes these two districts as:

C-1 Neighborhood Commercial: This district is found near established and developing residential areas and is intended to accommodate low intensity commercial activities that serve the nearby residential area. Development standards ensure the compatibility of this district to those residential districts that may adjoin.

R-3 Single-Family High Density: This district is intended to accommodate single family residences at the highest urban density. Home occupations can occur in this district to the extent they are compatible with residential uses found in this district. Schools and other public facilities are often found in close proximity.

The OCCGF, Title 17, Chapter 20 – Land Use, outlines development standards for each zoning district, which can be found in Appendix C (attached). The primary differences with regard to development standards between the C-1 and R-3 districts include the minimum front, side, and rear yard setbacks, and the maximum lot coverage allowed in each zoning district.

Fiscal Impact:

The subject property is located within city limits. If the rezoning application is approved, the applicant will be able to move forward with their proposed garage project. This will slightly increase the property's assessed value. Otherwise, the zoning change has no impact.

Alternatives:

The City Commission could deny the rezoning request and not move it to a public hearing. For this action, the City Commission must provide separate Findings of Fact for the rezone request. If this is the

case, the property owner could appeal a denial by the City Commission to District Court or continue to remain in the current zoning district.

Concurrences:

Notice of the proposed zone change was provided to various city departments. No concerns of any kind were received.

ATTACHMENTS:

- ▢ Draft Ordinance 3167_aug 3 2017
- ▢ Ord 3167 Attachment A
- ▢ Draft Findings of Fact: 2016 Central Ave Map Amendment
- ▢ Development Standards Exhibit
- ▢ zoning map: 2016 Central Avenue

ORDINANCE 3167
AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS TO REZONE THE PROPERTY LEGALLY DESCRIBED AS: LOT 5, BLOCK 348, GREAT FALLS FOURTH ADDITION LOCATED IN SECTION 7, TOWNSHIP 20 NORTH, RANGE 4 EAST, P.M.M. CASCADE COUNTY, MONTANA, FROM C-1 NEIGHBORHOOD COMMERCIAL TO R-3 SINGLE-FAMILY HIGH DENSITY

* * * * *

WHEREAS, the subject property, located on the south side of Central Avenue at 2016 Central Avenue is presently zoned C-1 Neighborhood Commercial; and,

WHEREAS, the City of Great Falls is petitioning to rezone said property to R-3 Single-family High Density due to its long history of residential use and because it would assist the owner in constructing a detached garage structure; and,

WHEREAS, the Great Falls Zoning Commission conducted a public hearing on July 11, 2017, to consider said rezoning from C-1 Neighborhood commercial district to R-3 Single-family high density district. At the conclusion of said hearing the Zoning Commission passed a motion recommending the City Commission rezone the property legally described as: Lot 5, Block 348, Great Falls Fourth Addition located in Section 7, Township 20 North, Range 4 East, P.M.M. Cascade County, Montana; and,

WHEREAS, notice of assigning said zoning classification to the subject property was published in the *Great Falls Tribune* advising that a public hearing on this zoning designation would be held on the 5th of September, 2017, before final passage of said Ordinance herein; and,

WHEREAS, following said public hearing, it was found and decided that the zoning map amendment on said property meets the Basis of Decision requirements in the Official Code of the City of Great Falls (OCCGF), Section 17.16.40.030; and, that said rezoning designation be made.

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

Section 1. It is determined that the herein requested rezoning meets the criteria and guidelines cited in Mont. Code Ann. 76-2-304, and Section 17.16.40.030 of the OCCGF.

Section 2. That the property legally described as: Lot 5, Block 348, Great Falls Fourth Addition located in Section 7, Township 20 North, Range 4 East, P.M.M. Cascade County, Montana, be rezoned to R-3 Single-family High Density District, subject to Attachment "A", and by this reference made a part thereof, as well as all other applicable regulatory codes and ordinances.

Section 3. This Ordinance shall be in full force and effect thirty (30) days after its passage and adoption by the City Commission.

ACCEPTED by the City Commission of the City of Great Falls, Montana on first reading August 15, 2017.

ADOPTED by the City Commission of the City of Great Falls, Montana, on second reading September 5, 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 3167 in three conspicuous places within the limits of said City to-wit:

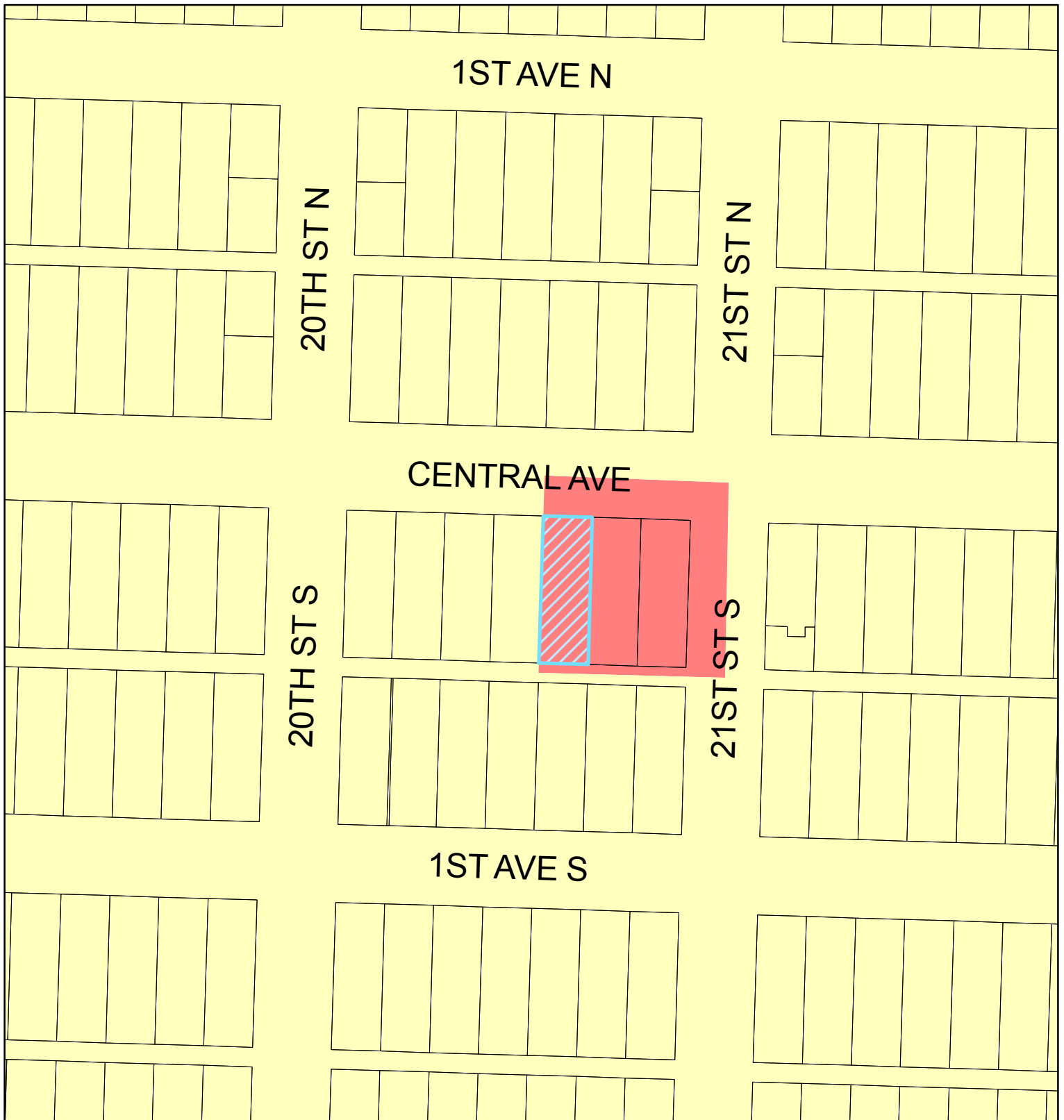
On the Bulletin Board, first floor, Civic Center Building;

On the Bulletin Board, first floor, Cascade County Courthouse;
On the Bulletin Board, Great Falls Public Library

Lisa Kunz, City Clerk

(CITY SEAL)

ZONING MAP







0 50 100 200 Feet



N



-  Tracts of Land
-  R-3 Single-family High Density
-  2016 Central Ave
-  C-1 Neighborhood Commercial

APPENDIX B:
DRAFT
FINDINGS OF FACT
2016 CENTRAL AVENUE

DRAFT

DRAFT
FINDINGS OF FACT
2016 CENTRAL AVENUE: MAP AMENDMENT
August 15, 2017

Lot 5, block 348, Great Falls Fourth Addition, located in Section 7, Township 20 North, Range 4 East, P.M.M. Cascade County, Montana.

PRIMARY REVIEW CRITERIA:

The basis for decisions on zoning map amendments is listed in the Official Code of the City of Great Falls § 17.16.40.030 of the Land Development Code. The recommendation of the Zoning Commission and the decision of City Commission shall, at a minimum, consider the following criteria:

Staff Findings of Fact:

1. The amendment is consistent with and furthers the intent of the City's Growth Policy.

The proposed rezoning is, in general, consistent with the overall intent and purpose of the 2013 City Growth Policy Update. This project supports the Physical portions of the Growth Policy. The Growth Policy emphasizes compatibility and traditional neighborhood design. Additional supportive Policies that this project is consistent with include:

Physical - Land Use

- Phy4.1.1 Promote and incentivize infill development that is compatible with the scale and character of established neighborhoods.
- Phy4.1.6 Recognize, conserve, maintain and support the value and character of Traditional Neighborhood Development (TND) in the City.

Social Policies -Housing

- Soc1.4.11 Promote the character, quality, and livability of neighborhoods by maintaining quality of our existing housing stock.
- Soc1.4.13 Protect the character, livability, and affordability of existing neighborhoods by ensuring that infill development is compatible with existing neighborhoods.

The Growth Policy identifies that Great Falls embodies balanced, compatible growth, while at the same time acknowledges the issues of compatibility between zoning districts and certain land uses. Physical Policy 4.2.6 states:

The City may oppose zoning changes that will result in incompatible land uses and or adverse impacts to the residential character or adjoining properties.

Staff finds that the proposed zoning change will facilitate more compatible development and a built environment that is more compatible with the neighborhood to the west.

2. The amendment is consistent with and furthers adopted neighborhood plans, if any.

Great Falls is separated into nine Neighborhood Councils. There are no adopted Neighborhood Plans for any of the Councils within the City. The subject property is located in Neighborhood Council #9. Staff provided the Neighborhood Representative with copies of the public notices, staff report, findings of fact, and appendices as part of the notification process outlined in Title 17.16.4.010 of the City's zoning code. Staff has not received any concerns from this neighborhood council about the proposed zone change.

3. The amendment is consistent with other planning documents adopted by the City Commission, including the river corridor plan, transportation plan and sub-area plans.

Given the limited area of rezoning (one parcel), the change to traffic patterns would presumably be unnoticeable and therefore would have no impact upon any provisions in the Long Range Transportation Plan.

4. The code with the amendment is internally consistent.

If approved, the parcel will be more closely aligned with its existing use, which is single family residential in nature.

5. The amendment is the least restrictive approach to address issues of public health, safety, and welfare.

Rezoning the parcel will have no effect (either beneficial or detrimental) to public health, safety, and welfare. The existing use of the property is residential even though it is zoned neighborhood commercial. The properties to the east are zoned C-1/Neighborhood Commercial, while the surrounding neighborhood is zoned R-3/Single-family High Density, generally. The overall impact to the neighborhood and neighboring properties will not produce a change -or hardship- to the use and enjoyment of their respective properties.

6. The City has or will have the financial and staffing capability to administer and enforce the amendment.

Approval of the rezoning proposal will allow for less restrictive development standards for accessory buildings. The City has the financial and staffing capability to enforce the map amendment and process the owner's garage permit if it is approved.

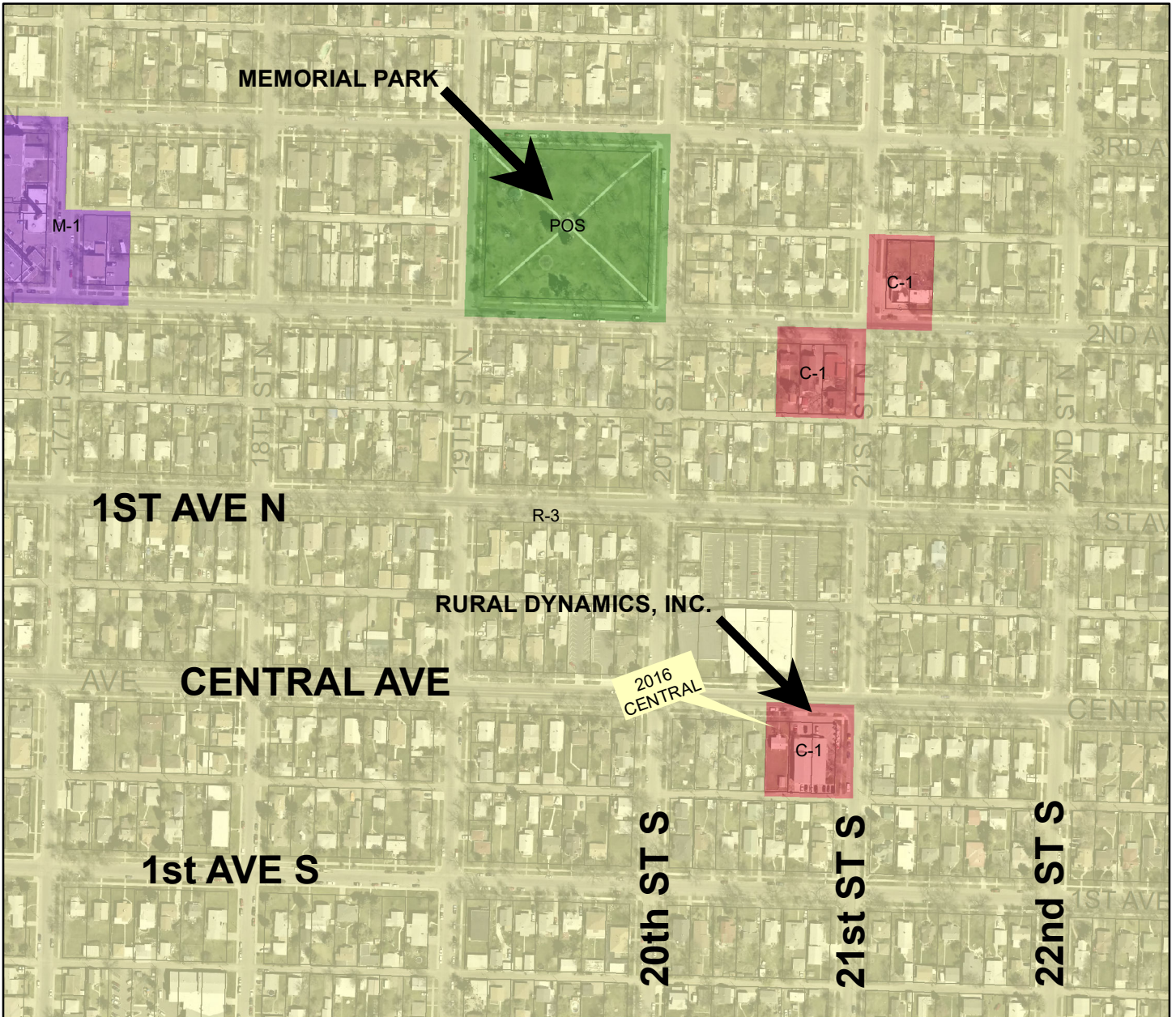
Exhibit 20-4 (continued). Development standards for other zoning districts

	M-1	M-2	C-1	C-2	C-3	C-4	C-5	PLI	GFIA	I-1	I-2	
Residential density	500 sq. feet of lot area per dwelling unit	500 sq. feet of lot area per dwelling unit	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	
Minimum lot size for newly created lots	7,500 sq. feet	7,500 sq. feet	7,500 sq. feet	7,500 sq. feet	7,500 sq. feet	7,500 sq. feet	7,500 sq. feet	7,500 sq. feet	7,500 sq. feet	7,500 sq. feet	7,500 sq. feet	
Minimum lot width for newly created lots	50 feet	50 feet	50 feet	50 feet	50 feet	50 feet	50 feet	50 feet	50 feet	50 feet	50 feet	
Lot proportion for newly created lots (maximum depth to width)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	3:1	3:1	
Maximum building height of principal building	65 feet except as follows: 35 feet within 200 feet of an R-1, R-2, R-3 district; 45 feet when within 200 feet of an R-1, R-2, R-3 district; and 65 feet when more than 350 feet from an R-1, R-2, R-3 district	65 feet except as follows: 35 feet within 200 feet of an R-1, R-2, R-3 district; 45 feet when within 200 feet of an R-1, R-2, R-3 district; and 65 feet when more than 350 feet from an R-1, R-2, R-3 district	35 feet	65 feet	50 feet	100 feet by right; 101 feet to 160 feet as conditional use	55 feet	100 feet by right; 101 feet to 160 feet as conditional use, except as follows; in the proposed medical district master plan area, 160 feet by right	65 feet	45 feet	45 feet	none
Maximum building height of accessory building	24 feet, but may not be higher than the uppermost elevation of the principal building	24 feet, but may not be higher than the uppermost elevation of the principal building	24 feet, but may not be higher than the uppermost elevation of the principal building	24 feet, but may not be higher than the uppermost elevation of the principal building	24 feet, but may not be higher than the uppermost elevation of the principal building	n/a	24 feet, but may not be higher than the uppermost elevation of the principal building	24 feet, but may not be higher than the uppermost elevation of the principal building	24 feet, but may not be higher than the uppermost elevation of the principal building	35 feet	none	

	M-1	M-2	C-1	C-2	C-3	C-4	C-5	PLI	GFIA	I-1	I-2
Minimum front yard setback of principal and accessory buildings	none	Existing Industrial: 20 feet	15 feet	none	25 feet	none	15 feet	25 feet	25 feet	20 feet	10 feet
Minimum side yard setback of principal and accessory buildings	Commercial: none Residential: 5 feet each side	Commercial: none Residential: 5 feet each side Existing Industrial: 15 feet each side	10 feet each side	10 feet each side	15 feet each side	none	10 feet each side	10 feet each side	none	10 feet each side	10 feet each side, 15 feet when side yard abuts a non-industrial zoning district
Minimum rear yard setback of principal and accessory buildings	10 feet	10 feet	15 feet	1/10 of lot depth but not less than 1/10 of building height	1/10 of lot depth but not less than 1/10 of building height	none	1/10 of lot depth but not less than 1/10 of building height	1/10 of lot depth but not less than 1/10 of building height	none	5 feet	5 feet
Maximum lot coverage of principal and accessory buildings	Corner lot: 70% Other lots: 65%	Corner lot: 70% Other lots: 65%	Corner lot: 50% Other lots: 40%	Corner lot: 70% Other lots: 60%	Corner lot: 70% Other lots: 60%	100%	Corner lot: 70% Other lots: 60%	Corner lot: 70% Other lots: 60%	none	Corner lot: 85% Other lots: 70%	Corner lot: 85% Other lots: 70%

(Ord. No. 3087, § 1(Exh. A), 6-19-2012, eff. 7-19-2012)

ZONING MAP



- City Limits
- Tracts of Land
- R-3 Single-family High Density
- C-1 Neighborhood Commercial
- M-1 Mixed-use District
- POS Parks and Open Space

